

# FISK UNIVERSITY

## FACULTY HANDBOOK

Approved by the  
Faculty Assembly

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## **PREFACE**

This handbook is designed to provide faculty members with basic information regarding their employment at Fisk University. This handbook addresses policies affecting faculty which have been instituted by the University's faculty, administration, and Board of Trustees and the practices and procedures required to carry out those policies. This handbook will be revised periodically to reflect changes in those policies, procedures, and practices. The guidelines for making such changes are contained in appendix B.

This manual is not meant to be the only source of relevant information on University life. Several other documents should be referred to in order to gain a fuller understanding of the total operations of the University; one of the most important of these are the current Fisk University Bulletin. Further information can be obtained from documents describing the governance and management of Fisk University, and the Policies and the Business Office Policy and Procedure Manual.

As noted in the Fisk University Employee Handbook under "Employee Practices, Policies, and Procedures- Faculty; Policies affecting faculty are outlined in the faculty employee agreement and in a separate faculty handbook." Except for matters addressed in the Fisk University Employee Handbook not addressed herein, the Fisk University Faculty Handbook governs all matters regarding faculty or any individual agreements between the University and a faculty member.

### ***I. GENERAL PRINCIPLES***

To effectively carry out its mission, Fisk University ("Fisk" or the "University") supports the concepts of academic freedom, tenure, and academic responsibility. The University has a continuing commitment to the principles embodied in the American Association of University Professors 1940 Statement on Academic Freedom and Tenure.

### ***II. APPOINTMENT TO THE FACULTY***

#### **II.A. MEMBERSHIP IN THE FISK UNIVERSITY FACULTY**

The faculty shall consist of all full-time instructional staff, as well as the President of the University only if and consistent with terms requiring the same in the President's employment agreement, the Provost, researchers given faculty rank, and professional librarians who hold appointments of faculty by virtue of their functions as participants in the process of teaching and research. All persons who teach Fisk University students for academic credit shall be appointed to the faculty.

A faculty member's status as faculty is determined by the nature of his or her primary appointment or assignment and is governed by the constitution and by-laws of the Fisk Faculty Assembly. Initial appointments to the Fisk faculty, as well as any subsequent consideration for promotion and tenure, will be made on the basis of institutional need and the faculty member's professional competence in teaching, scholarship, and service to the institution, the profession and wider community.

The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status (including appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure, and dismissal), and those aspects of student life that relate to the educational process.

Every faculty member shall be part of a University academic department as well as a school. At Fisk University, the term "department" refers to a group of faculty responsible for closely related academic subjects. The term "school" encompasses multiple departments. Fisk has two schools: the School of Natural Sciences, Mathematics and Business and the School of Humanities and Social Sciences.

## **II.B. MINIMUM REQUIREMENTS FOR APPOINTMENT AND PROMOTIONS**

Fisk intends that its faculty consists of persons at the ranks of instructor, assistant professor, associate professor, and professor, either holding tenure or eligible to be considered for tenure.

The following criteria describe the fundamental attributes sought in persons hired as members of the University faculty. In accord with the University's mission, teaching potential has the highest priority, but once hired, all faculty will be evaluated on the basis of teaching, scholarship and service.

### **Instructor:**

- A designation applied to full-time faculty members not on tenure track whose appointment to the faculty is on an annual, renewable basis.
- Instructors must have an earned master's degree in the instructional discipline
- Instructors must have demonstrated success or high promise as undergraduate teachers, whose responsibilities are principally in teaching rather than scholarly activity
- Faculty members engaged in the pursuit of a terminal degree may be appointed as instructors, and may apply for reclassification to tenure and to assistant professor rank upon completion of the degree, but eventual reassignment of instructors to professorial rank or to a tenure status is not automatic and should not be presumed.

### **Assistant Professor:**

- Candidates for appointment to the rank of *assistant professor* must hold the doctorate or terminal degree in the discipline for which they are being considered.
- Candidate must show evidence of potential ability in instruction, research, and service.
- Research assistant professors must show evidence of potential ability in research and instruction.

### **Associate Professor**

- The candidate for appointment or promotion to the rank of associate professor must have an earned doctorate or terminal degree or the equivalent from an accredited institution and at least five years of appropriate professional experience in the instructional discipline (excluding experience concurrent with and in the same institution where

studies were taken for advanced degree).

- Persons seeking promotion from the rank of assistant professor to associate professor must serve at **least three years** of service at the rank of assistant professor at Fisk University.
- Documented evidence of continued professional growth and a record of noteworthy achievement in areas of teaching, scholarship, and service
- Research associate professors should show documented evidence of high quality research productivity, which also leads to national recognition in the academic discipline.

**Professor:**

- The candidate for appointment or promotion to the rank of *professor* must hold an earned doctorate or equivalent terminal degree from an accredited institution in the instructional discipline and at least ten years appropriate professional experience (excluding experience concurrent with and in the same institution where studies were taken for an advanced degree) in the instructional discipline.
- Persons seeking promotion from the rank of associate professor to professor must serve a minimum five years of service at the rank of associate professor at Fisk University.
- The Candidate must demonstrate documented evidence of abilities in instruction, public service and research.
- Research professors seeking promotion to professor should show documented evidence of high quality research productivity, which also leads to national recognition in the academic discipline.

The professor rank is not a reward for long service; rather it is recognition of outstanding achievement within the discipline with the expectation of continuing contributions to Fisk University and the larger academic community.

Minimum requirements for appointment are summarized in the following table:

INITIAL HIRE			PROMOTION ( at Fisk)		
Assistant Professor	Associate Professor	Professor	Assistant Professor	Associate Professor	Professor
0 years	6 years at any institution	10 years at any institution	0 years at any institution	5 years total, but 3 years at Fisk	10 years total but 5 years at Fisk

Special appointments to the faculty with the titles of *lecturer* or any of the above listed professional ranks preceded by the word *adjunct, research, visiting, or loan* to designate non-tenurable appointments.

**Lecturer:**

- A designation for a teaching appointment that does not include scholarship and service activity as part of assigned duties.

**Adjunct:**

- A designation limited to non-tenure track part-time faculty, who normally are practitioners in a profession or whose primary work at another institution in the Nashville or other cities as deemed acceptable for employment by Fisk University.

**Research:**

- A designation for a faculty member whose primary responsibility is conducting research

**Visiting:**

- A designation for a faculty member normally based at another institution of higher education who is temporarily teaching at Fisk University.

**Loan:**

- A designation for a faculty member who is normally employed outside academe and who is temporarily released to teach at Fisk full-time for a limited period of time.

**II.C. REGULATIONS REGARDING APPOINTMENT AND RANK**

Faculty appointments to the University are of two kinds: tenure track appointments and non-tenure track appointments.

**II.C.1.** Tenure track appointments are those full-time faculty positions that may lead to tenured appointment to the University's faculty. No faculty member should be hired to a tenure track position if there will be no tenure slot open because of the numerical tenure quota when the faculty member's probationary period has ended. Tenure appointments will be made only at the assistant professor, associate professor, or professor level. Faculty members may apply for promotion to a higher rank simultaneously with consideration for tenure.

**II.C.2.** Non-tenure track appointments are special appointments that are often limited to a brief association with the institution. These special appointments may be full-time or part-time and carry a designation such as "visiting," "loan," "adjunct," or "research." Non-tenure track appointments are made for a period of one year or less. Special appointees are not on tenure track, and transference to the tenure track is not implied in either the initial or subsequent appointment. However, eligible persons holding special appointments may, on the basis of their teaching and scholarship, be placed upon tenure track at the option of the University. When this occurs, previous service at Fisk in a full-time teaching appointment may be considered as part of the subsequent probationary period; persons in this status will be expected to serve a probationary period of not less than four years.

**II.D. PROCEDURE FOR SELECTION AND APPOINTMENT OF NEW FULL-TIME FACULTY**

**II.D.1.** Prior to a search, the departmental chair should consult with the Dean of the School, Provost, the Chair of the Core Coordinating Committee (when relevant), and the

department faculty to discuss the justification, description, budget and necessary qualifications for the position. The Search Committee of the School begins a formal search only after the Dean of the School receives written authorization from the Provost that a particular faculty position is to be filled. The University's *Faculty Search and Selection Guidelines* shall be followed.

**II.D.2.** During the search, the departmental faculty (and core colleagues when advisable) will meet as often as necessary to discuss matters pertaining to the search, including the initial screening and evaluation of applicants. When the department has evaluated the applicants, it will submit to the Search Committee of the School the names of up to three acceptable candidates listed in order of preference for final selection.

**II.D.3.** The five-person School Search Committee shall be composed of the Dean of the School as chairperson, two faculty of senior rank (professor or associate professor), a faculty member of junior rank, and a student of junior or senior standing who is a major in the school and is appointed by the Student Government Association in consultation with the School Council. The faculty members on this committee are elected by the school faculty to one-year terms; the student member is appointed as a junior to serve for two years. A school that lacks sufficient eligible senior or junior faculty should apply to the Provost of the University who will appoint sufficient senior faculty members from other schools, if necessary, to fill the open slots.

During a search, the School Search Committee shall:

- a. consult frequently with the Provost and the searching department.;
- b. consider the University's strategic plan relative to the proposed search.;
- c. investigate and document the competency of all candidates in terms of prior experience and future promise as a teacher, scholar, and member of the University community, including soliciting assistance from faculty members who teach in the core curriculum, if the candidate will be expected to teach core courses so as to review and screen candidates.;
- d. coordinate recruiting visits of candidates to campus and
- e. make documented recommendations to the Provost on selection and appointment.

## **II.E. TENURE APPOINTMENTS**

**II.E.1.** It is understood that academic tenure is an arrangement under which faculty appointments in an institution of higher education are usually continued until retirement; subject to dismissal for cause (see IV, B), termination due to loss of the instructional program in which a faculty member teaches, or financial exigency (i.e., an imminent financial crisis which threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means). A tenure appointment is normally associated with the department of a faculty member's primary appointment.



**II.E.2.** No faculty member shall be appointed beyond the stated probationary period at Fisk unless a formal recommendation for the award of tenure, in accordance with institutional policies, procedures, and needs shall have been submitted and approved by the Board of Trustees. The President must submit to the board in a timely manner a formal recommendation with supporting documentation either to award tenure or to not award tenure. The following guidelines shall be employed at the University to ensure the appropriate balance of tenured faculty is maintained:

**II.E.2.a.** An upper limit on the percentage of the full-time teaching faculty holding tenure should be in place.

**II.E.2.b.** The desired upper limit shall be sixty to seventy percent.

**II.E.2.c.** No area which offers a major should be denied at least one faculty member with tenure or on track for tenure even if there is a temporary excess of tenured faculty.

**II.E.2.d.** The possible academic stagnation, which can flow from allowing a relatively large faculty in any specific area to become 100% tenured, is countered by a firm and serious commitment of University resources to faculty development.

**II.E.2.e.** Areas which contain sufficient sub-areas should spread the distribution of tenure so that there is at least one tenured or on-track-for-tenure faculty member in each significant sub-area.

**II.E.3.** Notification of tenured appointments will be made in writing by the President; thereafter such persons will receive an annual notice of change in rank, salary, and/or other conditions of employment, as appropriate, from the President. Achievement of a tenured appointment does not necessarily imply advancement to a higher rank, nor does a probationary appointment preclude advancement to a higher rank.

## **II.F. PROBATIONARY APPOINTMENTS**

**II.F.1** Probationary faculty members will be advised, at the time of initial appointment, of substantive standards, procedures, and deadlines employed in decisions affecting reappointment and tenure.

**II.F.2** A probationary period of some specific length is required of all persons holding tenure track appointments. For persons with less than two years of prior full-time teaching experience, this probationary period shall not exceed seven years of service at Fisk.

**II.F.3.** Fisk does recognize full-time teaching experience at other accredited institutions of higher education. Accordingly, someone with three or more years teaching full-time at another institution may normally expect to serve a probationary period of no more than four

years at Fisk.

**II.F.4.** Persons with probationary appointments will be notified of their status with the University, in writing by the President; this notification will include a statement of salary, rank, and/or other conditions of appointment, and the term for which the appointment is made.

**II.F.5.** The University shall be under no obligation to renew probationary appointments or special appointments, and holders of such positions should have no presumption of permanence or expectation of automatic reappointment. There is no presumption of tenure, although there is the presumption that there will be a reasonable possibility to be evaluated for tenure at the end of the probationary period.

## **II.G. PART-TIME APPOINTMENTS**

The University recognizes that the limited and occasional use of part-time faculty members may enrich instruction at both the graduate and undergraduate levels. The purpose of part-time faculty appointments at Fisk is to assure that an appropriate specialist is available to teach each course the University offers. It is *not* part of the University's purpose to use part-time faculty members in lieu of full-time faculty in order to reduce instructional costs, nor is it the University's policy to retreat from the principle that the great majority of teaching in a high-quality liberal arts institution should be done by regularly appointed full-time faculty members.

Part-time faculty members at Fisk may be appointed as lecturers or as adjunct faculty members at any rank. Duties are normally limited to teaching; part-time faculty members are not ordinarily expected to serve as advisors, to conduct University-sponsored or externally funded research, or to serve in administrative roles or as members of University committees. Part-time appointments are made by the President upon the recommendation of the Provost, following a review of candidate's credentials by full-time faculty members in the appropriate academic department. Appointments are for a semester at a time, and for the purpose of providing instruction in particular courses to be specified in the part-time faculty contract.

When the University makes part-time teaching arrangements with faculty members *emeriti*, they may by mutual agreement be exempt from any aspects of the foregoing policy.

## **II.H. SPECIAL PROVISIONS FOR HIRING**

### **II.H.1 RECRUITMENT AND SELECTION OF FACULTY**

**II.H.1.1 Selection Procedures.** All candidates for faculty appointment (full-time and adjunct) must complete a faculty application available on the Fisk University Human Resources web site. In addition, to the application candidates seeking full-time faculty appointments must submit a current vita, and official transcripts of all graduate degrees that they hold (Unofficial transcripts will be accepted during the initial screening process,

however before any payment for services can be rendered the official transcript must be received by the Office of Human Resources).

**II.H.1.2 Credentials.** Faculty must be fully qualified as defined by the Faculty Qualifications Guidelines approved by the University administration, which guidelines should follow best practices modeled by the University's accrediting body(ies), if any. In accordance with these rules, generally a doctoral/terminal degree in the targeted field of instruction is preferred; however, Master's degree in the field of instruction, or a master's degree with 18 hours in the field of instruction will be considered. In exceptional cases a bachelor's degree will be considered depending on the program and the expertise of the applicant. Other certification may be required based on the discipline or discipline-specific accreditation agency. For example, teacher certification is required to teach certain education courses. All exceptions must be approved by the Dean and the Provost.

**II.H.1.3** No offer of employment is valid without the approval of the University President.

**II.H.1.4** A Faculty Certification of **Credentials Form** must be completed and submitted along with the personnel action form (PAF) for each new faculty member or returning adjunct instructor with a new teaching assignment.

**II.H.1.4** Persons seeking employment as adjuncts must complete/submit all items listed above at least one semester prior to employment (unless prior approval has been granted by the provost).

## **II.H.2 RESEARCH FACULTY AND SCIENTIST APPOINTMENTS**

Research Faculty appointments may be full-time or part-time in a department, center, or school. Appointment requires a recommendation from the faculty, chairs, and dean of the department/school in which the Research faculty seeks employment, director of center under whose auspices research is conducted, and P.I.'s of grants funding the position. This faculty handbook applies to research professors only in relationship to their faculty rank and responsibilities in teaching; all other regulations pertaining to research faculty and staff are contained in the University Employee Handbook.

Research positions at the instructor, assistant, associate and professor rank may be appointed for fixed terms, the length of which will ordinarily coincide with the duration of the research grant or contract held by the University pursuant to which such appointments are made. Research appointments are not tenure track appointments.

Research Scientist is an appointment associated with a research grant/contract and is not a faculty position.

### ***III. FACULTY EVALUATION: STANDARDS AND PROCEDURES***

#### **III.A. STANDARDS**

The University expects effective teaching, scholarship, and service from its faculty. Each faculty member is expected to take the initiative to promote his or her own growth as a teacher, as a scholar (or, in certain disciplines, as a practitioner); offer service to the University, community and the profession; and as a colleague. In addition, the University requires a system of regular evaluation to enhance faculty performance and permit a fair assessment for reappointment, promotion, and tenure.

Evaluation of faculty members for reappointment, promotion, or tenure focuses on teaching, service, and professional and scholarly growth, with two exceptions:

Librarians who are members of the faculty will be evaluated according to service, professional and scholarly growth, and their success in developing resources, improving access to library resources, and encouraging and instructing students and faculty in the use of the library.

Researchers who hold research faculty positions will be evaluated for promotion and reappointment according to their contributions to continuing research projects and their initiative in developing new projects.

**III.A.1. Effective teaching** is expected of all instructional faculty members and will be evaluated through a regular process using approved forms. Indicators of teaching effectiveness may include:

- a. exhibiting up-to-date professional knowledge of the topic
- b. teaching in a way that is interesting and challenging to students
- c. organizing the course and individual classroom sessions well
- d. establishing clear objectives and performance standards
- e. giving individual attention during posted office hours and by appointment
- f. treating students fairly
- g. using effective methodologies
- h. employing valid means of assessing students' learning
- i. applying technology enhancements
- j. participating in interdisciplinary programs, for example, core, honors program, etc.

Each faculty member is also expected to follow the academic regulations and employment practices of the University (see especially sections V, VI).

**III.A.2. Professional and scholarly growth and achievement** are expected of all faculty

members. Indicators of professional and scholarly growth and achievement vary from discipline to discipline, but may include:

- a. the publication of refereed books, articles, chapters, or book reviews;
- b. the presentation of papers at professional meetings;
- c. the exhibition, performance, or publication of artistic work in fine arts disciplines;
- d. regularly consulting in an area related to one's discipline;
- e. Pursuing professional development studies or studying for an advanced degree;
- f. acquiring external funding or directing grants for research and development;
- g. engaging in the development of new knowledge through research and artistic creation; and,
- h. providing research, publications and consultations related to teaching.

**III.A.3. Service** to the University is required of all faculty members. Faculty members may also engage in other services to the community and/or to the profession. Efforts may include:

- a. service as members or chairs of committees of the University, School, and department
- b. service as members and officers of the Faculty Assembly
- c. academic advising duties as assigned
- d. leadership in community organizations
- e. public or private sector consultation activities
- f. leadership roles in discipline-related professional organizations

Faculty members may also serve in other capacities, such as holding administrative positions, advising student organizations, or organizing campus programs. Faculty administrative assignments are considered as University services.

**III.A.4. Relative Weight of standards.** Faculty members are expected to demonstrate competence in teaching, professional and scholarly growth, and service (II,A, 1,2,3). But because Fisk is primarily a teaching institution, effective teaching is a primary requirement for reappointment, promotion, and tenure of all instructional staff.

With regard to scholarship and service, relatively higher levels of achievement in either of these categories may compensate for relatively lower achievement in the other category. In no case, however, may excellence in either scholarship or service, or both, make up for the lack of effective teaching.

### **III.B. ANNUAL FACULTY REPORTS AND EVALUATIONS**

**III.B.1. Report of faculty activities.** Each full-time instructional faculty member, regardless of rank or tenure status, is required annually to submit to the appropriate Dean of the School an Annual Faculty Activity Report (see Appendix A for form). This report briefly details courses taught during the year, enrollments in each course, scholarly and professional activities and accomplishments, and institutional services performed (including a list of academic advisees). The report may be supplemented with additional materials at the option of the faculty member submitting it.

**III.B.2. Student course evaluations.** Student course evaluation questionnaires must be administered in every course during the last two weeks of each semester. The approved form (see Appendix A) is to be used in every course, unless the Provost has approved an alternative—for instance for internship or experiential courses such as field placements, or for independent studies, or for very small classes. The evaluations may be administered online by the Office of Institutional Effectiveness or within the classroom. In cases where evaluations are administered within the classroom, faculty members must observe the following procedure in administering the questionnaire:

- a. The course instructor asks students for a thoughtful, serious evaluation, emphasizing the importance of student comments and reminding students that their responses are anonymous and cannot be seen by the course instructor until after course grades have been submitted.
- b. The instructor distributes questionnaires, and requests a student volunteer to collect the forms in an envelope provided by the instructor and take them to the appropriate School office.
- c. *The instructor then leaves the room while students complete the questionnaire.*

After grades for the course have been submitted, the instructor shall be provided with a report from the Office of Institutional Effectiveness, which shall include a summary, prepared by that office, of student responses to the course evaluation questionnaire, with a verbatim record of all students' written comments. Copies of the summary are retained on file for use in evaluating the faculty member's teaching performance. Each online evaluation questionnaire and/or the original evaluation questionnaires used as in-class evaluations shall be provided to the faculty member by the middle of the semester following that in which the questionnaires were administered.

**III.B.3. Student evaluations of advisor performance.** The Provost shall establish procedures for students to complete an Advising Evaluation Form (Appendix A) each year. The Office of Institutional Effectiveness shall prepare, and provide for each faculty advisor, a summary of his or her students' responses to the advising evaluation questionnaire, with a verbatim record of the students' written comments. Copies of the summary are retained on file in the office of the Provost for use in evaluating the faculty member's performance in advising.

**III.B.4. Syllabi.** By the second week of each semester, the faculty member shall provide the appropriate Dean of the School with three copies of the syllabus for each course taught. One copy is filed with the Provost's office, one with the department chair, and the other retained in the School office for use in evaluating the faculty member's teaching performance. Colleague groups, and administrators of non-departmental units offering courses for academic credit (e.g., the core curriculum, the Honors Program, the Teacher Education Program) may also require submission of syllabi for courses under their respective jurisdictions. In lieu of paper copies to the Dean, an electronic copy can be provided to the Chair and Dean.

**III.B.5. Office Hours.** Each instructional faculty member shall post and observe regular office hours each semester for consultations with students—at least five such hours per week for full-time instructional faculty, while classes are in session—and shall, by the second week of each semester, provide the appropriate Dean of the School with a copy of those hours.

**III.B.6. Certification.** For each full-time instructional faculty member, regardless of rank or tenure status, the Dean of the School shall annually provide the office of the Provost with certification that the required Annual Faculty Activity Report has been submitted; that any required student course evaluation questionnaires have been submitted for each course offered; and that office hours have been posted and reported to the Dean of the School as required. In the event of significant breaches of a faculty member's responsibility to provide these items, such breach shall be reported in writing to the office of the Provost, with a copy of the report provided for the faculty member in question. A copy of the Annual Faculty Activity Report itself shall be attached to the Dean of the School's certification when submitted to the Office of the Provost.

Annual Faculty Reports, student course evaluations, and advising evaluations will serve as a basis for performance effectiveness. Progress towards tenure for faculty on probation appointments and salary adjustments for all faculty (when applicable) will be based on these reports. Peer and administrative recommendations will also be part of this process.

### **III.C. PERIODIC EVALUATIONS OF FACULTY PERFORMANCE**

**III.C.1.** The Provost shall assure regular evaluations of faculty performance, according to the following schedule:

**III.C.1.a. Tenured faculty members** shall undergo a full performance evaluation in the third year following award of tenure, and every third year thereafter. Because a tenured appointment creates a strong presumption of competence and of eligibility for continued appointment, the evaluation of tenured faculty members shall not eventuate in loss of tenure except in case of dismissals for cause (as provided in IV.B. below).

**III.C.1.b. Probationary (tenure-track) faculty members** shall undergo performance

evaluation each year. In the first and second years of probationary service, then again during the academic year falling two years before the faculty member's agreed-upon tenure decision date, and finally at the time of the faculty member's evaluation for tenure, the review shall be conducted by the University Committee on Promotion, Tenure, and Reappointment (COPTR) according to procedures described below. In other years the evaluations shall be conducted by an ad hoc committee comprised of three faculty members, including the appropriate department chair and Dean of the School and additional faculty member(s) agreed upon by the department chair, Dean of the School, and the faculty member being evaluated.

Except as otherwise approved by the Dean, all members of the ad hoc evaluation committee (other than Dean of the School) shall represent either the same department as the faculty member being evaluated or a core colleague group in which the faculty member serves. In general, the ad hoc committee evaluation should follow the format and procedure described below for COPTR evaluations, but with greater focus on encouraging specific elements of the faculty member's professional development plans, and correspondingly diminished focus on making a summative assessment of the appropriateness of the faculty member's reappointment. In the event an ad hoc evaluation committee recommends against renewal of a faculty member's appointment, that recommendation shall be reviewed by COPTR prior to submission to the Provost and COPTR shall submit its own concurring or dissenting report.

**III.C.1.c. Annually appointed (non-tenure track) faculty members** in full-time service shall undergo a full performance evaluation each year.

**III.C.1.d. Part-time faculty members** shall be evaluated by the discipline coordinator or, when appropriate, the department chair or the Dean of the school on an annual or a semester-by-semester basis, prior to any renewal of appointment.

**III.C.1. e.** Any faculty member under consideration for promotion in rank, whether the faculty member is appointed on an annual, probationary, or tenured basis, shall undergo a full performance evaluation prior to promotion. Any regularly scheduled performance evaluation conducted according to the various schedules outlined in paragraphs a. through c. above may also serve as an evaluation for purposes of promotion, provided that the faculty member involved meets the criteria of eligibility for consideration for promotion.

**III.C.2.** The periodic faculty performance evaluations shall proceed as follows:

**III.C.2.a.** On or before June 1 each year, the Office of the Provost shall provide to each affected faculty member written notice of any performance evaluation required in the next year under the terms of item 1 above. This notice shall specify the purpose of the required evaluation (reappointment, tenure, etc.) and the deadline for submission of the evaluation dossier. A copy of the notification shall at the same time be provided to the appropriate Dean of the School and department chair.

**III.C.2.b.** Also at the end of each year, members of the faculty shall be invited to



apply, or to nominate any of their colleagues, for consideration for promotion in rank according to the established rules of eligibility. Persons responding to this invitation shall provide, early in the next academic year, written notice to the appropriate Dean of the School, and shall at the same time provide a copy of such notice to the Office of the Provost and department chair.

**III.C.2.c.** When classroom visits by colleagues are required as part of a formal evaluation (see Table 1), the visitor shall be a colleague invited by the faculty member for the purpose being evaluated. The faculty member and visitor shall agree on the class and date for the visit. The visitor will complete page one of the Classroom Visit Report form (see Appendix A), and may comment in writing on page two, submitting the report to the faculty member for including in the evaluation dossier. A completed dossier should include at least two Classroom Visit Reports, one from the current and one from the most recently completed semester. In general, the classroom visitor should be a senior-ranked colleague chosen from the department or colleague group appropriate to the course being visited, or a department chair or Dean of the School. For interdisciplinary courses, however, or when no senior-ranked colleague is available whose training is in the appropriate field, the Provost may approve the use of visits by junior-ranked faculty members or by faculty members from outside the department or colleague group. Informal visits and critiques by colleagues and administrators are encouraged throughout the academic year.

**III.C.2.d.** Each full-time faculty member to be evaluated shall prepare a dossier consisting of the indicated items listed below. Dossier contents will vary depending on the purpose of the evaluation being conducted (reappointment, promotion, tenure, or five-year tenured faculty evaluation). If the faculty member is to be considered for reappointment on a *probationary* basis, for promotion in rank, or for tenure, the evaluation dossier shall be submitted to COPTR, in care of the Office of the Provost (which records the date of receipt and passes the dossier on to COPTR for review). If the faculty member is to be considered for reappointment on an *annual* (non-tenure track) basis, or is undergoing a five-year tenured faculty review, the dossier shall be submitted directly to the Office of the Provost. COPTR shall be responsible for reviewing dossiers and making recommendations to the Provost for those faculty members from whom it has received dossiers. For faculty members not scheduled to undergo review, the Provost shall also obtain recommendations from appropriate Dean of the Schools and department chairs, and shall then make recommendations to the President for action. COPTR review shall not be required in these instances. In the case of probationary faculty members there shall be an expectation of reappointment in any year in which no full review is conducted, except as provided in case of dismissal for cause (see IV.B).

**III.C.2.e.** Evaluation of part-time faculty members does *not* require preparation of a full dossier but shall include administration of Student Course Evaluation questionnaires; at least one Classroom Visit Report; and review of syllabi and sample course assignments by a department chair or other appropriate colleague. Evaluation of part-time faculty members shall focus on teaching performance with consideration of scholarly and professional development or of institutional service included only at the request of the faculty member, and in no case as a decisive factor, unless otherwise provided by special

terms of the faculty member’s appointment contract.

**III.C.2.f.** COPTR, shall be comprised of five tenured faculty members holding the rank of professor or associate professor elected by secret ballot vote of the faculty, to serve two-year staggered terms—but associate professors shall not serve in any year while they themselves are candidates for promotion in rank. Two alternates shall also be elected by secret ballot, to serve in case of vacancies. The Faculty Assembly chair shall designate one of the elected members to serve as initial convener of the committee, who shall then, at its first meeting of the year, select one of its members to serve as committee chair for the year. The Office of the Provost shall, early in each fall semester, provide COPTR with a list of all candidates to be evaluated in that academic year for reappointment, for promotion in rank, and/or for tenure. COPTR shall observe the following procedures:

(1) All COPTR proceedings shall be conducted in strictest confidence; no participant may discuss proceedings with anyone outside of the duly called meetings of the committee, nor may participants report on COPTR deliberations except in the official, signed committee report described in item 3 below.

(2) COPTR shall base its recommendations *only* on the University’s established criteria for assessing faculty performance.

**FACULTY EVALUATION DOSSIER CONTENTS**

<b>DOSSIER ITEM</b>	<b>PURPOSE OF EVALUATION</b>			
Cover letter indicating the purpose(s) of the evaluation	Required	Required	Required	Required
Table of contents	Required	Required	Required	Required
Current curriculum vitae	Required	Required	Required	Required
Syllabi for all courses taught in the current and past academic year	Required*	Required	Required	Required
Sample course assignments	Required	Required	Required	Required
Summaries of student course evaluations for at least the two most recent academic years	Required*	Required	Required	Required
Classroom visit reports (at least two—one each for current and most recently completed semester)	Required	Required	Required	Required
Statement describing scholarly work completed and underway since the last Performance evaluation (or since appointment if no previous evaluation has been done)	Required	Required	Required	Required
Summaries of student advising evaluations (most recent available)	Required*	Required	Required	Required
List of current and previous year’s committee memberships and of student organizations advised	Required*	Required	Required	Required
Self-evaluation and plan for further professional development	Required	Required	Required	Required
Letter(s) of assessment from Dean of the School and, where appropriate, department chair	Required	Required	Required	Required
Letters of assessment from other Fisk colleagues	Optional	Required	Required	Required

Letters of assessment from colleagues not currently associated with Fisk University	Optional	Optional or Required**	Required	Optional
Copies of publications; artistic portfolio; or copies of programs or reviews of artistic exhibitions or performances, as appropriate to the discipline	Optional	Optional or Required**	Required	Required

***Additional items may be included at the option of the faculty member. Examples include***

- Record of attendance at professional meetings or other professional development activities
- Samples of student work
- Letters from chairs or members of committees and colleague groups served
- Forms from independent studies overseen
- Programs of campus events planned or organized
- Programs for events where faculty member represented Fisk University
- Other evidence of scholarly, service, or professional achievements

\*Indicates categories in which first-year faculty members seeking reappointment for a second year need submit only the current year’s information. Advising evaluations, in most instances, will not be available for first-year faculty.

\*\*Required of candidates for promotion to rank of professor; optional for promotion to other ranks

(3) One hundred percent of the elected membership of COPTR, which may be satisfied by seating of one or more alternates, shall constitute a quorum for the transaction of business or for the discussion of cases. A favorable reappointment recommendation, or a favorable recommendation for promotion to any rank other than professor, shall require the affirmative votes of a simple majority of the members. A favorable recommendation for tenure or for promotion to the rank of professor shall require the affirmative votes of four members. All recommendations shall be adopted by secret ballot, with all members voting “yes” or “no.” Because there is no presumption of entitlement to reappointment, promotion or tenure, abstentions from voting shall be equivalent to “no” votes. COPTR shall report its recommendations in writing to the Provost, whether the recommendation is favorable or unfavorable to the faculty member’s application for reappointment, promotion, or tenure. COPTR reports shall bear the signatures of all committee members, shall specify the tally of “yes” and “no” votes on the application in question, and shall include a summary of the major considerations supporting the recommendation. In case of non-unanimous recommendations, the report shall also include a summary of the considerations supporting the minority view. The entire dossier shall accompany the COPTR report when delivered to the Office of the Provost. The Office of the Provost shall, within one week of receipt, provide a copy of the COPTR report to the faculty member being evaluated.

(4) Each COPTR member shall review candidate dossiers and supporting materials in advance of any meeting at which the candidate is to be considered.

(5) COPTR may, at its option, conduct interviews with candidates for reappointment, for promotion in rank, or for tenure.

(6) All information used in COPTR deliberations shall be available to the faculty member being evaluated.

**III.C.2.g.** The Provost shall review the full dossier of each faculty member under consideration for reappointment, promotion, or tenure; and, if applicable, the report from COPTR. The Provost’s review shall be based only on the University’s established criteria

for assessing faculty performance and institutional need. No other considerations shall be taken into account. In the event that the Provost elects to submit a recommendation that fails to concur with a COPTR recommendation, s/he shall confer with COPTR before submitting a recommendation to the President, in an effort to come to agreement.

The Provost may choose to seek independent assessments or recommendations in addition to those considered by COPTR and included in the evaluation dossier, but in such cases must request and receive those assessments in writing, and must at the same time provide copies of both the requests and the assessments received to the faculty member being evaluated. In such cases the Provost shall explicitly advise the faculty member in writing of his/her right to respond in writing to the assessments received, and to do so by a deadline which shall be *prior* to any recommendation being formulated for the President.

The Provost's recommendation to the President, whether favorable or unfavorable, must in each case be in writing. When the recommendation concerns a matter previously deliberated by COPTR, a copy shall be furnished to COPTR and the affected faculty member, simultaneously with its transmittal to the President; but reappointment recommendations for annual appointed faculty shall *not* require that a copy of the recommendation be submitted to the affected faculty member.

**III.C.2.h.** The President shall decide, upon review of the Provost's recommendation— together with the recommendation of COPTR if applicable—whether reappointments are to be approved. The President may, but need not, review the full dossier considered by COPTR together with any other materials used in the Provost's deliberations. The President may, but need not, personally interview faculty members who are candidates for reappointment, promotion, or tenure. The President shall base decisions on the University's established criteria for assessing faculty performance and institutional need, and on documents and materials available to the affected faculty member.

**III.C.2.i.** Dean of the Schools and, where appropriate, department chairs are responsible for counseling faculty members both before and after formal evaluation processes, to help them with the continuing improvement of their performance records.

**III.C.2.j.** Prior to the end of each academic year, the heads of the various schools shall conduct conferences with tenured faculty members whose five-year dossiers were completed during the course of the academic year. These conferences shall result in a written performance evaluation letter to be prepared by the Dean of the School with appropriate consultation, and furnished to the faculty member being evaluated, with a copy to be filed in the Office of the Provost.

**III.C.2.k.-** Specific timetables and deadlines governing the University's handling of faculty reappointments, promotions in rank, awards of tenure, and tenured faculty five-year performance reviews can be found on the Faculty/Staff page at the Fisk website. These are provided at least one year in advance of any deadlines.

### **III.D. EVALUATION OF FACULTY MEMBERS OCCUPYING ADMINISTRATIVE OR**

## RESEARCH ROLES

**III.D. 1.** When an instructional faculty member serves part-time in an administrative assignment carrying a reduction in teaching responsibilities (such as leadership of a department, school or program), that faculty member's administrative performance shall be evaluated by the University administrative officer to whom s/he reports. Evaluation of the administrative performance of such faculty members shall, however, include solicitation of comments and assessments from any and all faculty colleagues whose work comes under the jurisdiction of the individual being evaluated; and the faculty member's performance in non-administrative duties (teaching and scholarship) shall be evaluated according to the faculty evaluation procedures outlined in **Section III.C.**

**III.D. 2.** Full-time administrators, researchers, and librarians holding faculty rank shall be evaluated primarily by the appropriate administrative supervisor; but, if their responsibilities include teaching or scholarly work, they shall for those purposes be evaluated also by the procedures described in **Section III.C.** COPTR consideration is not required in these cases except where the faculty member is under consideration for promotion or for tenure. Research faculty are considered for reappointment annually, with initial reappointment recommendations formulated by the departments and schools in which they are appointed, in consultation with the directors of any funded research programs in which the research faculty members are involved. COPTR consideration is not required for research faculty (who are not eligible for tenure) except when these faculty members are under consideration for promotion in rank.

**III.D. 3.** Faculty members who carry University administrative and leadership responsibilities that do not entail release from a portion of their normal teaching load shall be evaluated as faculty members, according to the procedures outlined in **Section III.C.**, with their leadership responsibilities considered as part of the normal service obligation of a faculty member.

**III.D. 4.** In cases of potential conflict of interest between the administrative and the teaching or scholarly responsibilities of a faculty member—as for example, when a Dean of the School's faculty work must be evaluated by processes in which the Dean of the School normally plays a significant role—it shall be the responsibility of the Provost to identify alternate faculty personnel to participate in the evaluation of the faculty member in question.

**III.D. 5.** It is the policy of the University that courses for academic credit are taught only by persons holding faculty appointments. Accordingly, when non-faculty staff members are determined to be qualified to teach courses, their assignment to instructional duties shall be subject to normal faculty appointment standards and processes, and they shall be assigned faculty titles (lecturer, instructor, assistant professor, etc.) in addition to whatever staff titles they may hold. Their work in teaching shall be subject to annual review by normal faculty evaluation processes, to include administration of Student Course Evaluation questionnaires; at least one Classroom Visit Report; and review of syllabi and sample course assignments by a department chair or other appropriate colleague. Continued assignment of a faculty title and to teaching responsibilities shall be contingent on a satisfactory outcome of this evaluation.

**III.D. 6.** Academic rank and tenure are assigned on the basis of credentials or responsibilities normally associated with a faculty appointment and shall not be granted primarily on the basis of an administrative assignment.

### **III.E. MERIT PAY**

The University seeks to attract and retain the best available faculty and recognizes that this objective requires a system of rewards for excellence in faculty performance—rewards including, but not limited to, upward adjustments in individual faculty salaries. Accordingly, when faculty salary increases are to be distributed pursuant to a merit determination, the following guidelines shall apply:

**III.E.1.** A merit pay system shall *not* be substituted for a plan of across-the-board or cost-of-living adjustments, or for salary increases associated with seniority or with promotion in rank, but shall instead supplement adjustments of these kinds.

**III.E.2.** Merit pay shall be distributed by the President, who shall first obtain recommendations from the Provost. The recommendations of the Provost shall be based on a full review of all available performance data from all periodic evaluations and annual reports completed up to the date of the recommendation. The Provost may also seek the advice of Dean of the Schools, department chairs, and other colleagues who have worked regularly with the faculty member being considered for a merit adjustment, or who have specialized competence in the faculty member's field of expertise.

**III.E.3.** Diligence in meeting one's professional obligations as a faculty member shall not suffice as a basis for a recommendation for a merit adjustment. Faculty members considered for merit adjustments must have demonstrated outstanding performance in teaching, in scholarship, or in University service—i.e., performance of an exemplary nature, beyond what is typical of Fisk faculty members in general. The available records of the faculty member's performance must document this exemplary work, and the highest priority shall be assigned to merit adjustments for those faculty members whose *most recent* evaluations give evidence of exemplary performance.

## ***IV. PROCEDURES FOR DISCIPLINARY AND GRIEVANCE MATTERS AND TERMINATIONS***

### **IV.A. DISCIPLINARY SANCTIONS SHORT OF DISMISSAL**

If, in the judgment of a faculty member's department chair or dean or the Provost, the faculty member's professional conduct or performance is deficient and warrants disciplinary action but not dismissal, the department chair or dean may request a meeting with the faculty member to discuss the concern as an informal consultation (in the case of the Provost being the initiator, the Provost should consult with the department chair or dean who should arrange an informal consultation with the faculty member to relay the Provost's concerns and thereafter promptly report on the meeting to the Provost). The purpose of the informal consultation is to reconcile disputes or performance concerns early and informally. This

process promotes a mutual understanding of expectations and can permit the informal resolution of minor misunderstandings.

If the department chair and/or dean would like to proceed with disciplinary action after the informal consultation, they must first consult with the Provost. If the Provost would like to pursue disciplinary action after receiving the report from department chair and/or dean, the Provost shall provide the faculty member with written notice of the cause for disciplinary action in sufficient detail for the faculty member to address the specifics of the charges, and an opportunity to respond in writing to the Provost prior to the imposition of any disciplinary action within seven (7) calendar days of receiving the written notice from the Provost. The written response, if any, will be provided to the faculty member's department chair and dean for any further comment to the Provost. The final decision on whether or not to impose disciplinary action short of dismissal shall rest with the Provost who shall communicate the decision to the faculty member and notify their department chair and dean of the same. Whether or not the final decision should be in writing shall be solely in the discretion of the Provost, noting that a written decision is a more formal, serious and permanent form of discipline than a verbal warning or consultation.

Examples of the types of sanctions that may be used when conduct does not merit dismissal are: oral reprimands; formal written warnings or censure; and suspension.

#### **IV.B. DISMISSALS OF APPOINTEES FOR CAUSE**

A dismissal is defined as the termination for cause of a tenured faculty appointment or of a probationary (or term) appointment prior to the end of the specified term. A dismissal is not to be confused with non-reappointment or non-renewal of a faculty member's employment. No faculty member may be finally dismissed for cause prior to an opportunity for a due process, hearing and, following that, exhaustion by the faculty member of the right to appeal an adverse decision under procedures established by this section.

Among the reasons considered adequate cause in faculty dismissal proceedings are the following:

1. Dishonesty in teaching or scholarly activity.
2. Failure or inability to perform assigned University duties in a competent manner, which may be established due to incident of gross incompetence or which shall be deemed to exist when the faculty member is being considered for discipline and they have previously received a formal sanction.
3. Misrepresentation of scholarly expertise or credentials.
4. Substantial and manifest neglect of duty
5. Gross insubordination, which is defined as a willful disregard of reasonable directives or a defiant attitude of noncompliance toward regulations specifically applicable to the faculty member.
6. Personal misconduct which substantially impairs the faculty member's fulfillment of institutional responsibilities.

7. Theft or misuse of University property.
8. Use of professional authority to exploit others.
9. Physical disability which substantially impairs the faculty member's fulfillment of institutional responsibilities and which cannot be reasonably accommodated without undue hardship to the University.
10. Disability which substantially impairs the faculty member's fulfillment of institutional responsibilities and which cannot be reasonably accommodated with undue hardship to the University.
11. Curricular and/or program changes, formally approved by the Board of Trustees, which discontinue the faculty member's discipline or instructional program.
12. Actionable discrimination or harassment as per the University's Employee Handbook and/or employee policies or procedures.
13. Gross violation of applicable laws, rules or regulations in the performance of duties as a member of the University faculty including, but not limited to, the University Charter, Bylaws, the Faculty Handbook and the Employee Handbook.

The burden of proof to establish cause for dismissal rests upon the institution. A faculty member against whom dismissal proceedings have been initiated has the right to a prompt hearing consistent with the University's grievance policies and procedures.

The procedure for termination of a tenured, non-tenured, or special appointment faculty member is set forth in Section IV.C., below.

If a decision to terminate an appointed faculty with continuous tenure, or a non-tenured faculty appointment before the end of the specified term, is based upon a Board finding of financial exigency (see II, F, 1), or results from the discontinuance of a program or department of instruction, the institution will make every effort to place affected faculty member in another suitable position. If an appointment is terminated because of financial exigency, or the discontinuance of a program of instruction, the released faculty member's position will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it. (Board of Trustees, 5/81).

#### **IV.C. PROCEDURAL STANDARDS IN FACULTY DISMISSAL HEARINGS**

**In all situations except for those involving sexual harassment (IV.B.9), the following procedures will be followed. The procedures outlined in appendix E will be followed in cases involving harassment.**

**IV.C.1. Preliminary Proceedings Concerning the Fitness of a Faculty Member.** When question arise regarding the fitness of a tenured faculty member or one whose term appointment has not expired, the Provost should ordinarily discuss the matter with the faculty member in personal conference. The process may be resolved by mutual consent at this point. If the matter is not resolved satisfactorily, a statement with reasonable particularity regarding the grounds proposed for the dismissal should then be formulated by the Provost.



**IV.C.2. Commencement of Formal Proceedings.** The formal proceedings should be commenced with a communication to the faculty member from the Provost, informing the faculty member of the statement formulated, and that he or she may request a hearing to determine whether he or she should be removed from the faculty conducted by a faculty committee at a specified time and place. In setting the date of the hearing, reasonable time, but no less than 15 business days, should be allowed for the faculty member to prepare a defense. The faculty member should also be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded to him or her. The faculty member is required to provide a written reply not less than one week before the hearing stated whether s/he wishes a hearing substantive response to the Provost's statements. Failure to provide a written response will delay the hearing, although it will prevent the faculty member from having the opportunity to present a defense at the hearing.

**IV.C.3. Suspension of faculty member.** Suspension of the faculty member based upon the Provost's statement is allowed only if immediate harm to the faculty member or to others is threatened by his or her continuance. Unless legal considerations forbid, any such suspension should be with pay.

**IV.C.4. Hearing Committee.** COPTR will serve as the hearing committee in cases of dismissal for cause.

**IV.C.5. Committee Procedures.** The committee shall be provided the statement of grounds for dismissal and the faculty member's response prior to the hearing. If the faculty member has not requested a hearing, the committee should consider what information it has and decide whether the faculty member should be removed. The committee, in consultation with the Provost and the faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the letter from the Provost to the faculty member should be received.

The Provost has the option to attend the hearing or to designate an appropriate representative. The committee will determine the order of proof, conduct the questioning of witnesses and, if necessary, secure presentation of evidence it determines relevant to the case.

The faculty member has the option to be represented by counsel. The faculty member has the additional procedural rights set forth in the 1940 *AAUP Statement of Principles of Academic Freedom and Tenure* (and including the 1970 Interpretive Comments) including the assistance of the committee, when needed, to secure the attendance of witnesses. The faculty member, and the Provost or Provost's representative--but not the faculty member's or the Provost's legal counsel-- has the right, within reasonable limits, to question all witnesses who provide oral testimony. The faculty member has the opportunity to be confronted by all adverse witnesses. Where unusual and urgent reasons require the hearing committee withhold this right, or if the witness cannot appear, the identity of the witness, as well as the witness's statements will nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may, when necessary, be taken outside the hearing and reported to the committee. All hearing evidence should be duly recorded.

**IV.C.6. Consideration by Hearing Committee.** The committee should reach its decision in conference, on the basis of the evidence and testimony presented in the hearing. Before doing so, it should give the faculty member and the Provost or his/her representative but not to their

respective legal counsel the opportunity to present argument. If written briefs would be helpful, the committee may request them. The committee will make determination promptly, without having the record of the hearing transcribed, if it feels it can reach a just decision without the transcript. Alternatively, the committee may await the availability of a transcript of the hearing if its decision would be aided thereby.

**IV.C.7. Board Review.** The President should transmit to the Board of Trustees the full report of the hearing committee, noting Presidential acceptance or rejection of the report and the reasons for doing so. If the Board chooses to review the case, its review should be based on the record of the grievance hearing.

**IV.C.8. Publicity.** Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided as much as possible until the proceedings have been completed. Announcement of the final decision should include a statement of the hearing committee's recommendation if this has not previously been made known. All formal releases of information to the public should be made through the President's office.

#### **IV.D. NON-REAPPOINTMENT PROCEDURES FOR PROBATIONARY AND TERM APPOINTMENTS**

**IV.D.1** Notice of non-reappointment should be given in writing in accordance with the following timetable for tenure-track probationary faculty.

- a. Not later than April 30 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
- b. Not later than April 30 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during an academic year, at least three months in advance of its termination.
- c. At least six months before the expiration of an appointment after two or more years in the institution.

The timeframes above serves to create a timeframe upon which the parties may mutually expect information from each other about continued service at the University. For sake of clarity, these timeframes do not and shall not be construed to create minimum notice requirements or serve as the basis for any expectation for pay in lieu of notice.

**IV.D.2.** When a decision not to renew an appointment has been reached, the faculty member involved will be informed of that decision in writing by the Provost. If the faculty member so requests, the reasons given in explanation of non-renewal will be confirmed by the Provost in writing. In cases where the faculty member has cause to believe the decision was based on inadequate consideration (see IV. F.) the faculty member may request a

grievance hearing by sending a letter to the chairperson of the Grievance Committee, which is constituted in accordance with the Faculty Assembly bylaws, explaining the factual basis for the appeal (see IV. F).

**IV.D.3.** In all cases, term appointments shall automatically terminate at the stated date stipulated in the appointee's contract unless a written notification of continued appointment is received by the appointee from the President.

#### **IV.E. TERMINATION OF APPOINTMENT BY THE FACULTY MEMBER**

A faculty member may terminate his or her appointment effective at the end of an academic year, provided that notice is given in writing at the earliest possible opportunity, but not later than April 30, or 15 days after receiving notification of the terms of appointment for the coming year, whichever date occurs later. The faculty member may properly request a waiver of this notice requirement in case of hardship or in a situation in which the faculty member would otherwise be denied substantial professional advancement or other opportunity.

The University reserves the right to withhold payment of all or part of an employee's terminal check until all personal accounts with the University are settled. A clearance sheet and an exit interview form must be filled out to ensure that all University materials furnished to an employee have been returned to the University.

#### **IV.F. GRIEVANCE PROCEDURES**

This Grievance process is separate from the process set forth in Section C, and is limited to circumstances in which a member of the Fisk faculty initiates a complaint against the University, or another faculty member, regarding a matter specific to faculty. Grievance are to be brought before the Faculty Assembly Grievance Committee which committee is constituted in accord with Faculty Assembly bylaws. All other matters generally related to a faculty member's status as an employee to the University should be handled pursuant to the grievance process set out in the University's Employee Handbook.

Grievances must be presented within ten working days after the faculty member knew or by reasonable diligence could have known of the facts giving rise to the grievance, and if not so presented shall be waived. The request for a hearing shall be in writing, summarizing the substance of the grievance (the burden of proof rests on the complaining faculty member), and should be transmitted directly to the chairperson of the Committee, with copies to the Provost and the President.

A request for a hearing may be withdrawn by a faculty member at any time prior to a hearing of the Faculty Assembly Grievance Committee. To ensure fairness to persons who may have been charged, such a request for withdrawal will be acceptable only if accompanied by a statement retracting all charges made in the original statement of grievance. The withdrawal of a request for

hearing shall not preclude the Provost or the President, in their discretion, from investigating the charges contained in the request or related matters.

Upon receipt of a written grievance, the Grievance Committee will convene to discuss whether or not the grievance should be heard. The Committee shall have complete discretion whether or not to hold a hearing. In making that decision, the Grievance Committee may require only the written grievance submitted by the faculty member, or may decide to request additional information before determining whether or not the grievance will be heard formally.

For the purpose of this handbook, a grievance is defined as a claim or dispute between the University and a faculty member which concerns any of the following matters:

1. issues of ethics and academic freedom
2. improper administrative actions which significantly affect the faculty member's duties.
3. inadequate consideration of a faculty member's candidacy for reappointment or tenure. Questions regarding inadequate consideration are essentially procedural, i.e., whether all pertinent materials were considered in a timely and professional manner—not substantive. The Committee does not have authority to substitute its judgment on the merits of a candidacy for those of the reviewing bodies but only to determine whether a faculty member's candidacy may have been injured by an inadequate consideration.

If the Grievance determines that the grievance meets the definition of matters covered by this process, and should be heard, the faculty member against whom the grievance has been brought shall have the opportunity to present a written reply within twenty working days from receiving notice of same. Failure to provide written response will not delay the hearing. In cases concerning questions of "inadequate consideration," the Committee should only determine whether the decision of the appropriate reviewing bodies was the result of adequate consideration. If the consideration appears adequate, the grievance should be rejected. Any faculty member presenting a grievance shall have a written reply by the Committee within twenty working days from the time the grievance is received. This reply shall contain the Committee's decision or recommendation concerning the grievance. In cases concerning questions of "inadequate consideration," the Committee should only determine whether the decision of the appropriate reviewing bodies was the result of adequate consideration. If the consideration appears adequate, the grievance should be rejected. If the Committee believes that consideration was inadequate, the Committee should request reconsideration by the appropriate reviewing body, noting respects in which it believes the consideration may have been inadequate. In either case, it should provide copies of its report and recommendation to the faculty member, the faculty reviewing body, and the President or other appropriate administrative officer.

Except as disclosures are reasonably necessary in the investigation, hearing, and final disposition of a grievance, all concerned parties are expected to preserve confidentiality, provided that any individuals accused of misconduct shall be informed of the grievance and given an opportunity to respond. If a grievance is filed or is pending during the time that the grievant's promotion or tenure is under consideration, the Provost or the President, at their discretion, may

require disclosures of the grievance and the findings to those individuals who are considering the promotion or tenure. The fact that a grievance is pending may not be used as grounds for delaying consideration of promotion or tenure beyond the time that such consideration is required by University rules.

#### **IV.G. DISCIPLINARY AND GRIEVANCE MATTERS PERTAINING TO HARASSMENT**

The policy described in appendix E covers claims of misconduct against a member of the faculty and is not applicable to claims of Sexual Misconduct made by a member of the faculty against a University student, employee (including administrative staff), volunteer (including Board members and other University volunteers), contractor or visitor.

Any member of the faculty who believes they have been subjected to Sexual Misconduct by a University student should report the offense in accordance with the process established in the University's Title IX Sexual Misconduct: Student Policy, located on the University's Website.

Any member of the faculty who believes they have been subjected to Sexual Misconduct by a University employee (including administrative staff), volunteer (including Board members and other University volunteers), contractor or visitor should report the offense in accordance with the process established in the University's Employee Handbook.

#### ***V. ACADEMIC REGULATIONS***

Each teacher is responsible for fulfilling assigned responsibilities, as discussed in this handbook; furthermore, the faculty member is under obligation to follow the academic regulations of the University.

#### **V.A. INSTRUCTION**

**V.A.1.** Classes are expected to meet at the scheduled hours and places, and instructors are reminded to begin and end all classes on time. Students are normally assigned two-hours of work or study outside of class for every hour spent in class.

**V.A.2.** In cases of unforeseen and unavoidable instructor absence from class, the Dean of the School and the department chairperson must be informed as soon as possible, and arrangements should be made to assure class continuity. In case of planned absences, for University business or for approved scholarly purposes, the Dean of the School and the department chairperson should be notified in advance, in writing, and arrangements for covering classes should be made. The approval of the Provost is required for all anticipated absences from class. The department chairperson and Dean of the School have the joint responsibility to assure that planned absences do not interfere with class continuity.

**V.A.3.** Each instructor shall set and post on the office door a minimum of five scheduled office hours per week for student consultations. Faculty members should be available to

students at other times by appointment. Part-time faculty will be expected to maintain office hours and appointments as appropriate. No office hours should be scheduled for the time and day normally set aside for faculty meetings.

**V.A.4.** Course syllabi are required for all courses. One copy is to be on file in the Dean of the School's office and another in the department office. The deadline for filing syllabi is the end of the second week of classes in each semester. While a format is not prescribed, the syllabus must include the goals and requirements of the course, the text(s) if required, the nature of the course content, the methods of evaluation to be employed, the attendance policy, and the instructor's office hours. Every syllabus must also carry a statement from the ADA (Americans with Disabilities Act). It is suggested that it also contain the course schedule, policy on tardiness, and types and numbers of examinations.

**V.A.5.** Instructors are responsible for establishing procedures to insure academic honesty. In a case of academic dishonesty, a faculty member may decide to give the student no credit for the work in question, or for the course as a whole, or may decide, in addition, to recommend suspension or expulsion. The instructor must document dishonesty.

When an instructor decides that the penalty for academic dishonesty will include giving no credit for the course as a whole, the instructor must send to the Provost, with a copy to the student, written notification of the decision; the instructor may also include a recommendation for suspension or expulsion. Since a student may appeal such penalties, the notification should include a summary basis for the decision; detailed evidence regarding the case would normally be presented at the appeal hearing.

**V.A.6.** In order that questions regarding student grades can be adjudicated, all teachers' class record books and/or other grade records should be kept current and maintained as a permanent record in the office of the department chair. In lieu of a paper copy of the grade book, the records can be maintained in a university authorized electronic data base such as CAMS or CANVAS.

## **V.B. FINAL EXAMINATIONS**

**V.B.1** At the close of each semester there is a pre-examination study period. Under no circumstances should faculty schedule examinations during this period.

**V.B.2.** Final examinations are an important part of the Fisk University curriculum. University courses yielding academic credit must close with a final written examination, from which students of less than senior status may not be exempted.

**V.B.3.** All final examinations are to be held at the time and in the place indicated on the Final Examination Schedule issued by the Provost. Any necessary changes due to unavoidable conflicts must be reported to and cleared through the Office of the Provost. All conflicts in the examination schedules of individual students should be reported immediately for adjustment by the Office of the Provost.

**V.B.4.** A student cannot choose not to take a final examination without accepting the penalty. If a student is unable to take a final exam at the scheduled time, an official excuse from the Provost must be presented to the instructor. It is the responsibility of the student to obtain such an excuse.

**V.B.5.** Teachers' grade reports should be filed in the Office of the Registrar not later than 48 hours after each final examination ends. Grades for the courses for which examinations are administered on the last day of the final examination period should be filed by noon the next day. In order to expedite the recording of grades for seniors expecting to graduate, teachers may be requested to file senior grades earlier than indicated above.

### **V.C. GRADES AND CHANGES OF GRADE**

**V.C.1.** The course grading system at Fisk is as follows: An "A" grade represents work of excellent and exceptional character; a "B" grade indicates work of superior quality; a "C" grade indicates work at an average level; a "D" grade indicates work which barely meets the requirements of the course; an "E" grade indicates that the student has failed to achieve the minimum requirements of the course and the work is not sufficient to merit a passing grade. Plus and minus grades may be awarded in conjunction with "B" and "C" grades, and an "A-" grade may be awarded. Qualitative description of these grades can be found in the *Fisk University Bulletin*. Grades of "C-," "D," and "E" are not passing grades for courses in a student's major or for cognates for the major.

**V.C. 2.** Mid-semester grades are required from each instructor for all students enrolled in that instructor's courses who are doing unsatisfactory work. Grades for unsatisfactory work are "C-," "D," and "E."

**V.C. 3.** A final grade must be given with care, for it is a final grade. The final semester marks, after being filed in the Office of the Registrar, are no longer the property of the instructor, and are not subject to change because of a revision of judgment by the instructor. A submitted grade can only be changed if there is an error in the original calculation or in transcribing the report, or when some part of the student's work has been unintentionally overlooked. In no case may a second examination or assessment of new work be undertaken after the date of the semester report in order for a student to secure a new mark.

All changes in grades, for any reason, must be initially approved, in writing, by the chairperson of the department in which the course was taught, and then reported to and approved by the Provost, before the change can become official and recorded on the student's records in the Office of the Registrar. Forms for the recording and submission of changes in grade are available from the Office of the Registrar.

**V.C. 4.** The Grade of "Incomplete" (I) is awarded only when the student has substantially and satisfactorily completed the work in a class but through unavoidable circumstances (illness or other valid reasons) lacks no more than two distinct requirements. The student

must have achieved an average of “C” or better in the course and will be responsible for having a clear understanding of the requirements for the alteration of the “I” grade.

When a grade of “I” is given, the instructor is required to complete in duplicate the “Information Form for ‘I’ grades,” which is supplied by the Office of the Registrar. The original should be attached to the appropriate semester grade report, and the copy filed in the office of the department chairperson. An “Incomplete” incurred in any semester must be made up not later than the end of the student’s next semester in residence or the “I” automatically becomes an “E.” Forms for reporting the removal of “Incomplete” grades are available from the Office of the Registrar.

**V.C. 5.** Faculty members are cautioned not to post in public view grades of students either by name or social security number, or by any other means breach the confidentiality of student records. Faculty members are not to divulge student grades, even to parents, without the student’s permission.

#### **V.D. ACADEMIC ADVISING**

*Advisors promote retention and timely graduation of students.*

Faculty advisors are expected to actively participate in the advising of students. Normally a faculty member will be assigned no more than 25 advisees. If a department head needs additional advisors for its majors, the department will recruit additional advisors from other departments, will train those advisors in the department’s program and policies, and will keep those advisors up-to-date in information about opportunities for students in that field.

*Academic advisors help students register and monitor the academic progress of their advisees through maintenance of appropriate records as well as keeping notes on advisor-advisee conferences.*

Each freshman student is assigned an academic advisor. As far as possible, freshmen are assigned to a faculty member in the student’s expected major discipline. Usually toward the end of the first year, a student selects a major field of study; at that time the student will be assigned a major advisor from the chosen department. Each major advisor monitors student progress in line with all the requirements for the student’s graduation and the particular requirements of the major, and any minor, the student has chosen to pursue. The major advisor should offer information and advice pertinent to graduate work and/or career planning.

#### **V.E. POLICY ON ADDING, DROPPING, OR SUBSTITUTING COURSES OF INSTRUCTION**

All course offerings, degree requirements, curricula and new programs, must meet the University’s requirements regarding the mission of the institution; discipline courses must fit within the limitations on courses offered by each department. The order of approval for



adding, dropping, or substituting courses of instruction at the University is as follows:

1. Department in which the addition, deletion, or substitution is to be made
2. school in which the above department is housed (or special committee designated by the school)
3. Faculty Assembly Committee on Education and Research
4. Faculty Assembly
5. Provost

The author of the proposed change should be invited to appear before the persons considering the proposal to answer any pertinent questions. The sponsoring department or school should also prepare and submit to the Education and Research Committee a defense of the change based on the following outline:

- a. Course title, catalog description, credit hours
- b. Is this a substitution, addition, or deletion?
- c. Anticipated scheduling:
  - i. How often will the course be offered?
  - ii. What is the proposed weekly schedule?
- d. Rationale for the proposed change
  - i. Course goals and objectives
  - ii. How will the change affect the existing curriculum?
  - iii. Are similar courses offered that the University?
  - iv. Is this a required course?
  - v. Does this change the profile of major requirements for the relevant discipline?
- e. Resources needed
  - i. What new library, laboratory, or support resources are necessary?
  - ii. What will be the effect of this change on staffing and costs?

#### **V.F. POLICY ON LIMITATION OF COURSES OFFERED**

V.F. 1. Each degree-granting area of major study shall not list more than 60 credit hours of undergraduate courses in the catalog nor offer more than 32 credit hours of undergraduate courses each term.

V.F. 2. An academic major may require between 28 and 64 semester hours of study depending on the field and degree chosen. This limit includes both required major courses and related “cognate” courses.

V.F. 3. Each area of major study offering graduate work shall list not more than 60 credit hours of graduate courses in the catalog.

V.F. 4. A special curriculum option shall list not more than 28 credit hours of course work in the catalog.

V.F. 5. Undergraduate courses with fewer than six students enrolled will generally be canceled by the Office of the Provost. Such courses will not normally count as part of a faculty member's load.

V.F. 6. Courses not offered on a regular basis of at least once every three years will be dropped from the catalog.

## ***VI. EMPLOYMENT PRACTICES***

### **VI.A. THE RESPONSIBILITY OF FACULTY MEMBERS TO THE UNIVERSITY**

A faculty member is contractually and morally obligated to faithfully carry out his or her assigned duties for Fisk University. In the case of a full-time faculty member, the obligation to Fisk is primary and takes priority over all other employment obligations into which the faculty member may enter. The duties of a faculty member are delineated by those identified in the contract for this purpose. The full-time faculty member must limit external obligations so that there is no compromise of the quality of the obligations to Fisk. The Provost will determine if a set of external obligations entails an unacceptable compromise.

### **VI.B. WORKLOAD OF A FULL-TIME FACULTY MEMBER**

A normal teaching load of twelve credit hours or equivalent per semester is based on reasonable scholarship and service activity as part of assigned duties. The weight of instruction may vary according to amount of required preparation (e.g., new course or interdisciplinary course, more preparation), and number of students (e.g., large number of students, more assessment time). Request for reduction in load should be made by the faculty through the department head and then it will be processed through the Dean and the Provost. The final decision will be made by the Provost. Because lecturers have no scholarship and service activity requirement, a full-time load may exceed twelve credit hours but cannot exceed sixteen credit hours.

The weight of scholarship is determined by scope of activity (e.g., presentation of paper at a conference, minimum; major research project, maximum).

The weight of service is determined by nature of contribution.

Faculty whose aggregate teaching, scholarship and/or service assignments are less than considered adequate for a year will be assigned additional responsibilities (e.g., administrative,

advisement, service to student organization, etc.). A teaching overload generally occurs when a faculty member actual teaching load exceeds twelve semester hours during a semester. A faculty member, due to exceptional circumstances (sudden illness or resignation of a colleague, for example), may teach an overload from time to time, either for additional compensation or for release time approved for a later date. Assignment of a teaching overload must be approved in advance by the appropriate dean and the Provost.

Full-time faculty-- with exception of lecturers-- are on nine-month contracts with total academic year teaching load of 24 credit hours or equivalent. All overload is voluntary, and overload rates are paid for all voluntary teaching assignments beyond 24 teaching credit hours in an academic year. No faculty member may be assigned more than 16 teaching credit hours per semester within load. A teaching assignment should not require more than three different course preparations in any semester. This applies to normal semesters only, not to summer or any intersession. Any teaching in the summer or in special terms (such as a shortened May term) are considered above and beyond (and compensated separately).

#### **VI.C. OUTSIDE EMPLOYMENT AND ATTENDANCE AT THE UNIVERSITY**

Unless excused by the President, all faculty members are required to be in attendance at the University during the academic year or other period of employment.

As a general rule, a full-time faculty member on a nine-month contract may not spend more than 40 days during a given academic year—four or five days per month—in the performance of consultative activities

Engaging in other types of employment (to include teaching at other institutions on a part-time basis) during the academic year, while holding full-time faculty appointment at Fisk University, requires informing the Office of the Provost. Each faculty member must inform the Provost, in writing, of any continuous or occasional consultation contracts and/or external teaching assignments the faculty member may accept. Forms for this purpose may be obtained in the Office of the Provost and are available on Fisk's website under policies and forms. The faculty member should accept no position where the workload could detract from the faculty member's performance at Fisk University.

#### **VI.D. RESEARCH AND RESEARCH GRANTS**

The University encourages faculty research and urges faculty members to submit proposals for funded research. Consult with the Division of Sponsored Research and Emerging Initiatives for information on policies and procedures. Much information is available on their website.

When research is funded for work during normal work hours, a faculty member shall not

be paid for more than 100% of his or her time as claimed by the University, and salary supplements for the duration of a grant shall not be allowed. If additional work is required outside of normal work hours, additional pay can be allowed subject to the rules and regulations of granting agency. Under no circumstances shall additional pay exceed 25% of regular pay.

If an investigator is to be compensated from a grant for research done during the summer months or other free periods, the compensation must conform to the regulations of the granting agency and to those of the University if the research is done in University facilities.

A full-time faculty member may serve as a paid consultant for a research grant held by another faculty member of the institution only by approval of the Provost. All researchers who are full-time members of the instructional faculty must teach at least one course per semester, unless on official leave of absence from the university.

## **VI.E. LEAVES OF ABSENCE**

### **VI.E.1. ACADEMIC BASED LEAVES OF ABSENCE**

Application for leave should be made to the President and the Provost at least one full semester prior to the leave period requested, except in the case of personal leave granted by reason of exceptional circumstances; a request for a sabbatical leave should be made at least one year in advance. Personal leaves, except those made necessary by government service, should not exceed one year, and may not exceed two years. Persons applying for grants or fellowships that, if awarded, will require leave of absence must notify the Provost at the time the grant or proposal applications are made.

For non-tenured faculty members, a period of leave may count as part of the probation period. When, however, the leave is of such a nature that the individual's development as a faculty member while on leave cannot be judged, or when the leave is for purposes other than scholarly, the individual is allowed, on request, to have the tenure decision postponed for a period equal to the length of the leave. Such an agreement must be in writing prior to the leave.

The University has a firm commitment to sabbatical leaves, but such leaves are granted at the discretion of the University. Ordinarily, eligibility for sabbatical leave requires consecutive service at the rank of assistant professor or higher for six years. Applications for sabbatical leave may be either for an entire year on half salary, or for one semester on full salary. Postponement of an approved sabbatical leave for the convenience of a professor does not accumulate credit toward future sabbatical leave; when, however, sabbatical leaves are postponed in the interest of the institution, credit toward such may be accumulated. Ordinarily, sabbatical leave may not occur more often than once in seven years.

Leaves with pay, especially sabbaticals, place on the faculty member an ethical obligation to return to the institution upon expiration of the leave period. In any case, all faculty

members on leave should observe the same rules of adequate notice of resignation that would apply if they were not on leave. Application for leave should specify the period of time requested and the reason for seeking leave. In the case of application for sabbatical leave, a full description of activities to be undertaken during the leave period should be included.

Application for leave of absence without pay shall be honored by the University whenever it can do so without serious impairment of its educational functions. The application must be accompanied by a statement of cause or purpose. Unpaid leaves of absence shall be granted normally for one or two years, but may be extended, at the discretion of the University, for a maximum of three years. Consecutive leave beyond three years shall be granted only for extraordinary cause, and in no case beyond four years. Extension of an absence beyond the approved period of leave shall cancel all contractual relationships between the University and the faculty member concerned.

All leave matters related to illness, pregnancy, adoption or fostering of a child, or the care of an immediate family member are addressed by the University's Family and Medical Leave Policy, as set out in the Employee Handbook. Faculty members should reference that guide in those circumstances.

## **VI.E.2 NON-ACADEMIC BASED LEAVES OF ABSENCE**

### **VI.E.2.a SICK**

The basic University policy on sick leave is that each administrative or faculty employee, after serving in the employment of the University for three months, is guaranteed the continuation of basic salary or wage from the first day of illness, and if illness continues, salary will continue for up to a maximum of 60 working days per year, at which time the employee may qualify for long term disability benefits if he or she has such coverage. An employee covered by this policy will be granted no more than three months (approximately 60 working days) of paid sick leave within any 12 month period.

Sick leave at Fisk is viewed as a privilege granted by the University to its employees to cover a period of illness when the employee is unable to earn the normal salary or wage. Given the basic policy of the University regarding such leave, sick leave does not accumulate; not is an employee entitled to pay for unused sick leave. In the event a pattern of sick leave abuse occurs by an employee, he or she may be disciplined or dismissed.

### **VI.E.2.b. MATERNITY LEAVE**

Absence from duty may be authorized in maternity cases. Such absence is chargeable to sick leave or any combination of sick leave and leave without pay. The nature of one's work and the advice of one's physician should determine when maternity leave should begin. Leave without pay may be authorized beyond the period of incapacitation. During maternity leave, an employee will not lose any credit toward her length of service, nor will she lose any of her benefits. Should the position she vacated be eliminated or changed, the University will attempt to place her in a position of comparable responsibility and compensation upon

returning to work.

Absence from duty may be authorized to male faculty to allow them to assist their wives during periods of childbirth and related incapacitation. Such “paternity leave” can be taken only as leave without pay, as sick leave is inappropriate.

Fisk’s policy is consistent with federal and state family and medical leave act (FMLA) and is delineated in the employee handbook.

#### **VI.E.2.c. INJURY LEAVE**

Fisk faculty who are injured on the job are covered by the applicable provisions of the workman’s Compensation Law of Tennessee. Under this law, payments may be made to faculty by the government for medical expenses, disability income, death, and burial expenses up to certain legal limits. Fisk will guarantee a full-time faculty member’s salary up to 90 days when he is injured on the job, similar to the University’s policy on sick leave. An injury which might qualify under this law should be reported to Human Resources Office as soon as feasible.

#### **VI.F. RETIREMENT**

The University’s retirement policy does not eliminate the possibility of one-year contracts after retirement. Such contracts, when issued, shall be without tenure, and on a year-to-year basis.

### ***VII. SALARIES AND COMPENSATION***

#### **VII.A. ANNUAL SALARIES**

As a goal, salaries at Fisk are to be competitive with those of other independent four-year liberal arts colleges and universities. The typical faculty appointment is for an academic year, defined as lasting from approximately the middle of August until the middle of May of the following year. A faculty member on an academic year term or probationary contract will receive his or her first paycheck at the end of August and the final paycheck at the end of May; a tenured faculty member may choose to be paid over twelve months, beginning the last working day in August and ending the following July. Salary changes within ranks may be on the basis of across-the-board adjustments, equity adjustment, and/or merit.

A person who is already employed by the University, but who fails or refuses to sign a contract with the University, may not be considered as having resigned if such person continues working. In such cases the persons will be employed under a continuing resolution which maintains their salaries at the previous year’s level for up to three months. If the employee remains with the University after this three-month period, the University may assume that he or she has accepted the terms of the proposed contract; and at its option the University may implement the terms and provisions of said contract.

The University will annually publish (for example, information from *IPEDS*) the median, mean, and range of salaries for each faculty rank.

#### **VII.B. SUMMER EMPLOYMENT**

When an academic year appointee performs full-time duties compensated by the University for the period after the end of the academic year and prior to the beginning of the subsequent academic year (see **VII, A**), the formula for computing salary is normally the average monthly salary of the immediately preceding academic year (academic year salary divided by 9) for each full month of service. Compensation for teaching summer courses can be computed on a different basis.

The limit of additional salary which academic year appointees may receive from University unrestricted funds is two-ninths of the academic year salary. An academic year appointee may earn an additional 1/18 of his academic year salary if the funds are provided by outside support and if the arrangement has been approved in the regular grant approval procedure.

The limit of additional salary which academic year appointees may receive from restricted funds is subject to the granting agency's rules and regulations and terms of the grants/contract. Salary basis is that of the immediately preceding academic year.

Salaries paid for summer employment are not normally included in the TIAA-CREF retirement contribution plan. However, a faculty member receiving such a salary may contribute to TIAA-CREF by an agreed deduction of his salary at his or her option, even though there is no matching contribution from the University.

#### **VII.C. RETIREMENT PLAN**

Fisk University currently offers a retirement plan for all faculty and administrative staff through the Teacher's Insurance and Annuity Associate (TIAA) – College Retirement Equities Fund (CREF). Faculty members with the rank of lecturer or instructor, or administrative personnel, may begin participation in this retirement plan on or after the first day of the month following initial employment at the University provided they will meet the requirement for a year of participation. Faculty members with the rank of assistant professor, associate professor, or professor, and senior-level administrators, may begin participation in this retirement plan on the first day of the month after attaining such classification or upon employment at the University, whichever is applicable.

Total fixed contributions to the plan for each covered individual amount to 10% of one's regular salary: the participant and the University each contribute 5% with the participant's contributions made through payroll deduction. Each participant is required to contribute 5% of his or her regular salary to the retirement plan through payroll deduction. The plan-participant elects the proportion of total contributions to the plan in his name which shall be

allotted to TIAA (a fixed rate program) and to CREF (a variable rate program). The University will continue its contribution to a participant's retirement annuity during approved leaves of absence provided the participant also continues his or her proportionate contributions. Full details pertaining to the operation of the retirement plan are provided in a document issued upon employment or by request from the Director of Human Resources. The faculty will be told on an annual basis who the administrator is for the several retirement plans which are in force at the University.

#### **VII.D. VOLUNTARY SAVINGS AND INSURANCE PLANS**

Faculty members may elect to participate voluntarily in a variety of plans, as follows:

**VII.D.1.** Payment in excess of 5% of regular salary may be made to TIAA-CREF. Such payments are not matched by the University.

**VII.D.2.** Individuals may authorize the payroll deductions for participation in the TIAA-CREF tax-sheltered annuities. Details may be obtained from representatives of TIAA-CREF. Other tax-sheltered programs may also be offered. Information on these may be obtained from the Business Office.

**VII.D.3.** Membership in the Tennessee Teachers Credit Union is open to Fisk faculty. The Credit Union offers both savings and loan services. Contributions may be made through payroll deductions. Details can be obtained through the Credit Union Office.

**VII.D.4.** Through payroll deduction, faculty members may purchase U.S. Savings Bonds.

#### ***VIII. SELECTED FINANCIAL AND BUSINESS PRACTICES OF THE UNIVERSITY***

##### **VIII.A. PROCEDURES FOR PURCHASING**

The procurement of all goods and services is to be requested and approved through a requisition. All items purchased in the name of Fisk are to be properly approved prior to their being ordered. Individuals who order goods or services without this explicit approval may be held personally responsible for the items ordered and will be required to pay for the item procured. Normally, all goods for the University are purchased through the Business office.



## **VIII.B. EMPLOYEE LOANS**

The University does not operate a loan fund for employees, nor is there a University operated credit union program although faculty members are eligible for membership in the Tennessee Teachers Credit Union. As a general policy, the University does not grant advances of salary or wages to employees.

## **VIII.C. INTELLECTUAL PROPERTY, COPYRIGHTS, INVENTIONS AND PATENTS**

Intellectual property (trademarkable materials, copyrights, inventions, patents, etc.) developed by all persons employed at the University, including faculty members, visiting professors, research associates, fellows, administrators, staff, employees, independent contractors, and students, is sole and exclusive property of the University if the subject intellectual property is (1) developed within the person's scope of employment with Fisk, (2) developed in the course of a project sponsored by Fisk, (3) developed with the significant use of the University's facilities, services or equipment (personal office space, libraries, and the inventor or author's personal computer provided by the University excluded), or (4) developed in the course of a project arranged, administered or controlled by Fisk University and sponsored by persons, agencies or organizations external to it, absent a prior written agreement. The University's President holds ultimate responsibility for decisions regarding ownership of applicable intellectual property and for the decision of whether to pursue patent protection or commercialization of any such intellectual property.

Fisk does not assert ownership of "scholarly" works, regardless of whether the circumstances surrounding creation of the work satisfy one or more of the four criteria outlined above. Disclosure or "scholarly" work is nonetheless required.

The University has a policy and procedure addressing intellectual property. The University's policy on intellectual property details the specific circumstances under which the University acquires ownership of intellectual property, describes disclosure requirements, discuss written agreements regarding ownership, and establish how payments are to be made for funds derived from the creation of intellectual property such as royalties. A copy of the University's Intellectual Property, Copyrights, Inventions and Patents Policy is attached to this Handbook and is located in appendix C. All faculty members are responsible for reading this policy and for strict adherence with the terms of the policy

## **VIII.D. UNIVERSITY HOUSING**

A limited number of on-campus housing units are available for use of full-time faculty, administrative staff, and other employees.

#### **VIII.E. TRAVEL EXPENSES**

Faculty and staff whose travel is supported in full or in part by the University are required to file a travel expense report with supporting ticket stubs and receipts within ten (10) days after completion of the travel. Travel advances are not generally provided. Specific travel regulations are as follows:

1. A personal car mileage allowance is permitted by the University according to the schedule set by the Business Office.
2. When traveling by commercial airline at University expense, coach accommodations must be used.
3. All automobiles rented in Nashville will be obtained through the Business Office through standard requisition.
4. Hotel rooms should be moderate in cost.
5. Daily food costs and gratuities are reimbursable according to a schedule set by the Business Office.
6. Taxi charges that total more than \$10.00 for a single trip must be documented by a receipt.
7. Generally, travel must be authorized in advance, whether or not an advance is given.
8. Any excess of advance over expenditures must accompany the expense report. Reports must be turned in before subsequent requests for advances or reimbursements will be approved or processed by the Business Office.
9. Receipts for lodging, airline, bus, or rental car charges and gasoline (if rental car is used) must accompany the expense report. Personal long distance calls charged to hotel bills are not reimbursable.
10. If filing an expense report to be reimbursed from a restricted fund (grant), the individual should keep in mind any restrictions of the individual grant or contract, such as getting prior approval of the granting agency or furnishing exact information, as to the day and time of departure and return or special limitations on the amounts that will be reimbursed.
11. Faculty are responsible for their individual expenses and must file their own expense reports.

#### **VIII.F. PARKING**

The University provides facilities for staff and student parking. Every employee who wishes to use these facilities must purchase a parking permit through the Business Office and must become familiar with parking regulations which are available through the Office of Safety and Security. Registration and parking permits shall be valid for a period of one year,

commencing with the first day of August and ending with the last day of July of the next calendar year. University employees are required to register vehicles not later than one week after the first of August or the first day of employment.

Rates for parking permits are set each year; rates are not prorated, except if purchased after December 31. The rate after this date will be one-half the yearly rate. Free parking is available on various city streets contiguous to the Fisk campus.

Fines are assessed for violation of parking regulations. In some cases, improperly parked vehicles may be towed away at the owner's expense. Parking and traffic regulations are described in full in a document which may be obtained from the Department of Safety and Security.

#### **VIII.G. BOOKSTORE**

The bookstore sends forms for textbook orders for the coming semester to Department Chairpersons and the Core Coordinator for distribution among the instructional staff; completed forms should be returned to the department chairpersons for submission to the bookstore by the announced deadline for each semester.

#### **VIII.H. REQUEST FOR SERVICES OF THE PHYSICAL PLANT**

The Physical Plant Department is responsible for the maintenance and repair of the physical plant of the University. Requests for services of the department may be made either in writing or by telephone to the Office of the Physical Plant. Once received, requests will be assessed and assigned a priority—emergency, routine, or major repair/ renovation. Emergency requests are attended to immediately; routine requests are filled in the order in which they are received; and major repairs/renovations are assessed against the University's plans for undertaking such projects.

#### **VIII.I. POST OFFICE**

The University operates a mail center for receiving mail; it is not a Post Office sub-station at which normal post office transactions take place. The University maintains a departmental post office box for each department. Private post office boxes for staff members are not provided.

#### **VIII.J. TELEPHONES**

ITS is responsible for providing telephone services to all offices.

#### **VIII.K. FOOD SERVICES**

The University contracts with outside vendors to manage and operate all of the food service operations on campus. Faculty and staff are welcome to dine in any of the facilities located in Spence Hall. Hours of operation and prices for items are posted at each facility. Special event services for banquets, receptions, parties, etc, are also available. Arrangements can be made for these through the Director of Dining Services. Before the actual services can be rendered, they must have received the appropriate budget approval through the regular approval process.

#### **VIII.L. INFORMATION TECHNOLOGY SERVICES (ITS)**

The Fisk University Information Technology Services is a campus-wide facility that provides computing services for administrative purposes and to the Fisk academic community in support of instruction and research. These supporting services include providing applications programs, system software, instructional workshops, and guidance on the use of computers.

The Information Technology services for students and faculty are provided in a semi- open shop environment. Generally, faculty may use Information Technology Services facilities and/or services at no charge when the facilities and services are being used for instructional purposes and/or unfunded research. Faculty using the system for funded research projects may be charged a user fee set by the Information Technology Service.

The Information Technology Center is the focal point for campus-wide computing activities and supports the University network, numerous computers, printers, and other devices. All employees and students of the University are entitled to sign up for a computing system account.

#### **VIII.M. ATHLETIC FACILITIES AND EVENTS**

The University maintains a number of athletic training facilities which faculty may use; further information may be obtained by contacting the Athletic Office.

#### **VIII.N. LIBRARY FACILITIES**

Faculty and staff may borrow books from the Library and Media Center for a period of one semester, although books should be returned as soon as they are no longer needed. Additional materials needed for classroom instruction or for research may be obtained through the library on interlibrary loan. Such items may not be placed on reserve. Students who need access to materials not available at the Fisk library should be encouraged to use interlibrary loan.

The Library and media Center maintain and posts specific regulations pertaining to use of reference items, placement of materials on reserve, circulation, copying of materials to be charged to a discipline budget, and other matters.

An Audio-Visual center is maintained as a central resource for the entire University. Faculty may arrange for use of the Audio-Visual screening room, for use of equipment and non-print materials in the classroom, for preparation and/or duplication of non-print materials and other services in consultation with the appropriate staff.

#### **VIII.O. COPYING AND SECRETARIAL SERVICES**

Each school provides shared secretarial services and maintains copying machines for limited-load faculty copying.



**FISK**  
UNIVERSITY

**OFFICE OF THE EXECUTIVE VICE PRESIDENT  
AND PROVOST**

**APPENDIX A**

**CURRENT EVALUATION FORMS**

1. Annual Faculty Evaluation Report
2. Student Course Evaluation Form
3. Classroom Visit Report Form
4. Advising Evaluation Form
5. Dean of the School's Certification

**AY 20\_- ANNUAL EVALUATION REPORT – FACULTY EFFECTIVENESS AND IMPROVEMENT**

This annual evaluation covers the previous calendar year. The evaluator's remarks must address any changes in performance in each area since the last annual evaluation. The remarks should address the individual's progress toward promotion to the next rank, where applicable

Name: \_\_\_\_\_  
(Last, First, Middle)

Position Title: \_\_\_\_\_

Starting Date in Position: \_\_\_\_\_ School: \_\_\_\_\_

Department: \_\_\_\_\_

Evaluation Period: From: August 15, 20\_\_ To: August 14, 20\_\_

**PART I - Performance Outcomes**

**Supporting Documents**

The following items will assist in completing your teaching activities and outcomes: Syllabi for each class taught during the year on file in department office; Student Evaluations; Grade Distributions (using percents in each grade category); Peer Evaluation Forms. *Do not submit these documents with the evaluation form.*

Semester Term	* = Previously taught course N = New course developed H = Honors level	No. of students	Course evaluations	Other comments

---

**1. Teaching Activities and Outcomes.** Discuss instructional and assessment activities and their outcomes completed during the year. These may include: program development, use of innovative technology, changes made to improve existing courses, interdisciplinary collaboration, use of innovative teaching methodologies, assessment of student learning, new preparation, creative activities, and other evidences of quality teaching. Bring evidence that current knowledge and technology relevant to the subject matter is integrated into the curriculum. Document changes in course syllabi, and new methodological approaches

In each case, indicate the measured effect as Student Learning Outcomes.

a. List the courses where you developed or redesigned pedagogy or innovations in instruction. (*A brief, clear description is sufficient.*)

b. List the **active** Honors or graduate thesis committees where you served as chairperson. (*List the student's name and degree sought.*)

c. List the **active** Honors or graduate thesis committees where you served in a non-chairing role. (*List the student's name and degree sought.*)

d. List the students with whom you were formally engaged in **non-credit** service-learning, mentoring, or research. (*List the student's name and whether this was research or mentoring.*)

e. List the practicum students (e.g., student teachers), laboratory assistants, clinical (e.g., student nurses), and/or internship students formally assigned to you. (*List the student's name.*)

g. List the students (undergraduate and/or graduate) with whom you co-presented a paper at a professional meeting and/or co-authored a journal article or book chapter. (*List the student's name and name of the meeting, conference, or publication.*)

**2. Student Advising Activities and Outcomes.** Specify any relevant information concerning the quality of your advising. Outline your activities during registration

a. Give the number of **undergraduate** and/or **graduate** academic advisees who were **formally assigned** to you. Identify the number of times met with each.

**3. Faculty Development Activities and Outcomes.** Specify the types of faculty development activities undertaken. These may include training in technology, discipline specific workshops and conferences attended and steps to keep current in your field such as additional coursework and seminars (*if any*).

## 2. SCHOLARLY RESEARCH/CREATIVE ACTIVITY (WEIGHT: 25 points)

**Works in print** – including books, monographs, refereed articles, patents and and/or creative works (e.g., media, exhibits, and concerts). Forthcoming works and works in progress. Edited books or book chapters. Electronic journal publications can be included in this category if they fit the definition of “refereed.”

### 2. Performances and public recitals

### 3. Exhibits

### 4. List non-refereed journal articles, and/or creative works.

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**5. List all papers** presented (specify if *contributed* or *invited*) at conferences, professional organizations, and learned societies locally and internationally. Record of participation in, and description of, seminars and workshops (short description of activity, with titles, dates, sponsor, etc.); indication of role in seminar or workshop, e.g., student, invited participant, et cetera.

**Student papers:** (Student's name in boldface)

**6. List membership** and participation in the activities of professional organizations and learned societies; attendance at professional meetings.

**7. List grants** and awards sought and funded during the year.

**3. SERVICE/COMMUNITY ENGAGEMENT (WEIGHT: 25 points)**

**1. University Service Activities and Outcomes** (discipline, department, and School committees/teams) List activities that may or may not generate credit hours. Participation on committees and other teams

**2. Students Activities and Outcomes** (sponsoring student organizations and clubs, serving as judges and panelists for studentsponsored activities, working with the Student Government Association (GSA))

**3. Other Services Outside the University and Outcomes** Service to community & local organizations by providing activities relating to your professional expertise, review, consulting, continuing education. Activities with public schools or other youth-serving agencies. Record of membership and active participation in professional and learned societies related to your academic discipline (e.g., offices held, committee work, journal refereeing, and other responsibilities); Participation in community affairs as a representative of the University such as service to governmental agencies at the international, federal, state and local levels.

**PART II - Improvement / Goals**

Specify plans and expected outcomes for each of the three areas listed below

**1. FUTURE TEACHING;**

**2. SCHOLARLY RESEARCH/CREATIVE ACTIVITY;**

**3. SERVICE/COMMUNITY ENGAGEMENT.**



**PART III - Overall Evaluation**

Evaluate the faculty member for each of the three areas listed below (See attached sample rubric).

1. TEACHING EFFECTIVENESS SCORE (0-50): \_\_\_\_\_

2. SCHOLARLY RESEARCH /CREATIVE ACTIVITY SCORE (0-25): \_\_\_\_\_

3. SERVICE/COMMUNITY ENGAGEMENT EFFECTIVENESS (0-25): \_\_\_\_\_

CHECK ONE:

Satisfactory

Unsatisfactory \*

EVALUATOR REMARKS REQUIRED:

Explain variation in rubric based on department expectations.

Did the scores in any of the three areas increase or decline from the previous evaluation year? Explain.

Has the faculty member made sufficient progress toward attaining the next highest rank (if applicable)? Explain.

Has the faculty member realized the plans from the previous evaluation year? Have the expected outcomes in any of the three areas been attained? Explain.

Recommendations for improvement (if any):

Additional comments:

*\* If the faculty member's overall evaluation rating is "Unsatisfactory": "A proposed remedial course of action and a reasonable time limit must be added to the evaluation for mutual collegial benefit, and be undertaken during the period before the next evaluation."*

**EVALUATOR:** I have prepared this "Annual Evaluation Report" and reviewed it with the employee:

Evaluator's Signature

Date:

Type/Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EMPLOYEE:** I have read and reviewed the foregoing evaluation. It is my understanding that I may attach comments, if necessary.

Employee's Signature

Date: \_\_\_\_\_

DEAN:

- I concur with the Evaluator's assessment.
- I disagree with the Evaluator's assessment. *My reasons are attached.*
- N/A – The Dean is the Evaluator.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Dean's Signature*

Type/Print Name: \_\_\_\_\_

**EXECUTIVE VICE PRESIDENT AND PROVOST:**

- I concur with the Dean's assessment.
- I disagree with the Dean's assessment. *My reasons are attached.*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Executive Vice President and Provost's Signature*

Type/Print Name: \_\_\_\_\_

**Faculty Evaluation Rubric**

Faculty should be informed that this rubric is the guide for annual evaluations of faculty members. It does not directly relate to the faculty member's evaluations conducted by the Committee on Promotion, Tenure and Reappointment (COPTR) for decisions of promotion, reappointment and/or tenure.

**Teaching Effectiveness**

**Below Expectations (0-10)** Problematic classroom or other teaching performance; Unreliable advising and frequent unavailability; Indifference toward or unreasonable resistance to meeting teaching standards.

**Minimally Acceptable (11-20)** Fulfills all teaching responsibilities; Meets minimal qualitative expectations in the classroom; Some unreliable availability or mistakes in advising; Little or no curricular development; minimal efforts at improvement; One or more problematic elements in the area of teaching.

**Good (21-30)** Fulfills all teaching responsibilities; Evidence of solid work in the classroom; Some successful effort to improve; Good reliable student mentoring and academic advising.

**Excellent (31-40)** Fulfills all teaching responsibilities well; Evidence of overall excellence in teaching, advising, mentoring; Some curriculum or program development.

**Extraordinary (41-50)** Fulfills all teaching responsibilities very well; Demonstrable overall excellence in teaching, advising, and mentoring; Leadership in curricular improvement, sharing of expertise.

**Scholarly Research and Creative Effectiveness**

**Below Expectations (0-5)** No scholarly or creative activity; Or quality of activity below expectations given rank and position.

**Minimally Acceptable (6-10)** Minimal scholarship or research productivity of acceptable quality relative to rank and position.

**Good (11-15)** Some good, solid scholarly activity and productivity relative to rank and position; Solid evidence of future plans with high likelihood of successful completion.

**Excellent (16-20)** Substantial scholarly effort and achievement relative to rank and position; Completion of important research/creative projects in accordance with long term plans.

**Extraordinary (21-25)** Significant and rigorous scholarship/creative work in prestigious venues; Major research or scholarly/creative achievements relative to rank and position.

**Service and Community Engagement Effectiveness**

**Below Expectations (0-5)** Little or no meaningful or useful activity in serving discipline, department, School, or University in important ways, or, behavior of a professionally unacceptable kind or harmful effect.

**Minimally Acceptable (6-10)** A minimal level of useful activity, relative to rank and seniority, in serving the discipline, department, school, University or profession.

**Good (11-15)** Consistent, effective service at multiple organizational and professional levels appropriate to rank and seniority; Shows initiative; responsive to needs of students and department.

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**Excellent (16-20)** Excellent initiative and effort with consistently beneficial results on important projects, appropriate to rank and position at multiple organizational and professional levels.

**Extraordinary (21-25)** Uniform, excellent effort and results in important projects; Generosity of spirit in volunteering; Effective leadership appropriate to rank and position.

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**APPENDIX A2      STUDENT COURSE EVALUATION FORM**

***Do not write your name on this form.*** Your instructor will see it only after semester grades have been submitted.

Is this course required? Yes \_\_\_\_\_ No \_\_\_\_\_ Major: \_\_\_\_\_  
Classification: \_\_\_\_\_

Directions: Draw a circle around the number after each statement that indicates whether you Strongly Disagree (1), Disagree (2), Neutral (3), Agree (4), or Strongly Agree (5)

1. The instructor knows the subject matter well .....1    2    3    4    5
  2. The instructor used effective teaching methods to present the material clearly .....1    2    3    4    5
  3. The instructor treated the students fairly .....1    2    3    4    5
  4. The instructor readily gave individual attention during posted office hours  
and/or by appointment... .....1    2    3    4    5
  5. The instructor began each class promptly.....1    2    3    4    5
  6. The course was well organized.....1    2    3    4    5
  7. The course objectives were clear to me.....1    2    3    4    5
  8. The performance standards were clear to me.....1    2    3    4    5
  9. The course textbooks and/or other readings helped me understand the course materials... 1    2    3    4    5
  10. Exams and other evaluations accurately measured what I learned.....1    2    3    4    5
  11. The course assignments have been challenging.....1    2    3    4    5
  12. I have learned a great deal in this course .....1    2    3    4    5
  13. The course has increased my interest in the topic.....1    2    3    4    5
  14. Overall, this has been an excellent course .....1    2    3    4    5
  15. Overall, the instructor did an excellent job.....1    2    3    4    5
- 

*For classes with laboratory sessions*

1. Laboratory activities were well organized and clearly related to other aspects  
of the course..... 1    2    3    4    5
2. The laboratory instructor helped me understand and carry out laboratory assignments... 1    2    3    4    5

PLEASE CONTINUE WITH COMMENTS ON THE BACK

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COMMENTS:

Please comment on what the instructor has done particularly well, and/or what the instructor might do to make this course better. Other specific comments about the readings; other assignments; organization of the class; ability of the instructor to stimulate, to raise questions, and to lead discussions or other class activities would be appreciated.

**APPENDIX A3 CLASSROOM VISIT REPORT FORM**

<b>Faculty member visited</b>	<b>Course number and title</b>	<b>Semester/Year</b>
-------------------------------	--------------------------------	----------------------

**Faculty member:** Give this form to a colleague in your field to visit at least one of our classes. You may submit more than one visit report, but your evaluation is not complete without at least one.

**Colleague:** Discuss the completed form with the faculty member, sign it, and return it to the faculty member. You are expected to include written comments in addition to completing the checklist. Circle the letter that reflects your evaluation (**S** = Strength; **A** = Acceptable; **W** = Weakness)

**CONTENT**

- |   |   |   |   |
|---|---|---|---|
| 1. The instructor exhibited up-to-date professional knowledge of the topic..... | S | A | W |
| 2. The content was interesting and challenging .....                            | S | A | W |

**METHOD**

- |   |   |   |   |
|---|---|---|---|
| 1. The class session was well organized.....  | S | A | W |
| 2. Audio-visual materials were used effectively<br>(e.g. handouts, chalkboard, transparencies, videos)..... | S | A | W |
| 3. The instructor used eye contact, gestures, and voice effectively.....                                    | S | A | W |
| 4. The instructor clearly explained related assignments.....  | S | A | W |
| 5. The instructor encouraged appropriate feedback and involvement in the topic.....                         | S | A | W |

**OVERALL**

- |   |   |   |   |
|---|---|---|---|
| 1. Overall, the content and methods were effective..... | S | A | W |
|---|---|---|---|

*For classes with laboratory sections or artistic performances*

- |  |   |   |   |
|--|---|---|---|
| 1. Laboratory activities or artistic performances were well organized and clearly related to other aspects ..... | S | A | W |
| 2. The instructor helped students understand and carry out laboratory assignments or artistic performances.....  | S | A | W |

**PLEASE CONTINUE WITH COMMENTS ON THE BACK**

**WRITTEN COMMENTS CONCERNING SPECIFIC ASPECTS AND OVERALL EVALUATION**

Faculty member evaluated (Print and Sign Name)

Date

Evaluator (Print and Sign Name)

Date

**APPENDIX A4 EVALUATION OF ADVISING**

**TO THE STUDENT:** Please write the name of your academic advisor here \_\_\_\_\_

Please circle the appropriate numeral to the right of each item below, to indicate the extent of your agreement or disagreement with the statement given as it applies to the advisor you have named above.

- 5 = Strongly Agree
- 4 = Tend to Agree
- 3 = Don't know/Not Sure
- 2 = Tend to Disagree
- 1 = Strongly Disagree
- N/A = Does Not Apply

- |   |   |   |   |   |   |     |
|---|---|---|---|---|---|-----|
| 1. This advisor is readily available when needed.....                                       | 5 | 4 | 3 | 2 | 1 | N/A |
| 2. This advisor makes suggestions that are helpful to me.....                               | 5 | 4 | 3 | 2 | 1 | N/A |
| 3. This advisor avoids making errors about University requirements, prerequisites, etc..... | 5 | 4 | 3 | 2 | 1 | N/A |
| 4. I believe this advisor is seriously concerned about my academic success at Fisk.....     | 5 | 4 | 3 | 2 | 1 | N/A |
| 5. This advisor is well informed about University regulations and policies.....             | 5 | 4 | 3 | 2 | 1 | N/A |
| 6. This advisor has given me useful career advice.....                                      | 5 | 4 | 3 | 2 | 1 | N/A |
| 7. This advisor is a good listener.....   | 5 | 4 | 3 | 2 | 1 | N/A |

Please indicate your classification:

\_\_\_\_ Freshman    \_\_\_\_ Sophomore    \_\_\_\_ Junior    \_\_\_\_ Senior    \_\_\_\_ Grad Student

Are you majoring in the department in which your advisor teaches?

\_\_\_\_ Yes    \_\_\_\_ No    \_\_\_\_ Undecided

Please add comments below and on the reverse side of this sheet. **PLEASE DO NOT SIGN YOUR NAME.**





## APPENDIX B

### Changes to the Faculty Handbook

#### Modifications to the Fisk Faculty Handbook

All proposed substantive changes to the Faculty Handbook coming from the Faculty Assembly must be submitted to the Office of the Provost by the first Monday in December. The proposed changes will then be forwarded for review by the administration and approval by the President for presentation to the board in its February meeting. Such changes become effective during the next academic year.

All proposed substantive changes to the Faculty Handbook coming from the administration must be submitted to the Office of the Provost by the second Thursday in October. The proposed changes will then be forwarded for review by the Faculty Assembly. After action by the Faculty Assembly, the approved changes to the handbook shall be submitted to the office of the Provost and forwarded to the President for approval and presentation to the board in its February meeting. Such changes become effective during the next academic year.

Any proposed changes to the handbook will be reviewed by either the Faculty Assembly, or the Administration, or both. The review/dialog/agreement must be completed by the last week in January. If specific item(s) have no agreement, then the proposed item(s) changes will not be implemented and will be postponed for the following year review cycle.

The agreed upon changes will be included into the new Faculty Handbook and the updated handbook will be released no later than the last week in March.

All changes to the handbook must be identified at the beginning of the handbook under title, “Changes to the Faculty Handbook for [year]”

[year] is the academic year (fall semester) in which the changes become effective.

[substantive] is any component that involves rights and duties

...

## APPENDIX C

### INTELLECTUAL PROPERTY, COPYRIGHTS, INVENTIONS AND PATENTS POLICY

#### I. INTELLECTUAL PROPERTY, COPYRIGHTS, INVENTIONS AND PATENTS

Intellectual property (trademarkable materials, copyrights, inventions, patents, etc.) developed by all persons employed at the University, including faculty members, visiting professors, research associates, fellows, administrators, staff, employees, independent contractors, and students, is the sole and exclusive property of the University if the subject intellectual property is (1) developed within the person's scope of employment with Fisk, (2) developed in the course of a project sponsored by Fisk, (3) developed with the significant use of the University's facilities, services or equipment (personal office space, libraries, and the inventor or author's personal computer provided by the University excluded), or (4) developed in the course of a project arranged, administered or controlled by Fisk University and sponsored by persons, agencies or organizations external to it, absent a prior written agreement. The University's President holds ultimate responsibility for decisions regarding ownership of applicable intellectual property and for the decision of whether to pursue patent protection or commercialization of any such intellectual property.

Fisk does not assert ownership of —scholarly work, regardless of whether the circumstances surrounding creation of the work satisfy one or more of the four criteria outlined above. Disclosure of —scholarly work is nonetheless required.

The University has a policy and procedure addressing intellectual property. The University's policy on intellectual property details the specific circumstances under which the University acquires ownership of intellectual property, describes disclosure requirements, discusses written agreements regarding ownership, and establishes how payments are to be made for funds derived from the creation of intellectual property such as royalties. A copy of the University's Intellectual Property, Copyrights, Inventions and Patents Policy is attached to this Handbook and may be located in the Appendix. All faculty members are responsible for reading this policy and for strict adherence with the terms of the policy.

#### **Section 1: Objectives**

The objectives of Fisk University in the establishment of this policy are to: (1) encourage inventions and the production of copyrightable works by members of the Fisk community; (2) facilitate the utilization of such inventions and works to the benefit of the public, the University, and the members of the academic community; and (3) provide for the equitable sharing of any proceeds derived from the commercial exploitation of inventions and copyrightable works in which, pursuant to this policy, the Institution is determined to have an interest. This policy is intended to protect the interests of all concerned parties: Fisk University, members of Fisk's community, external sponsors of research, and the public.

#### **Section 2: Definitions**

"**Author**" means the person or persons responsible for creation of a copyrightable work.

**"Gross Income"** means proceeds from the sale, lease, or licensing of intellectual property by Fisk University; dividends derived from equity received in consideration for the sale, lease, or licensing of intellectual property by Fisk University; or proceeds from the sale of equity received in consideration for the sale, lease, or licensing of intellectual property by Fisk University.

**"Intellectual Property"** means inventions and works.

**"Invention"** means any discovery, invention, new use or application, process, composition of matter, article of manufacture, know-how, design, model, technological development, or biological material.

**"Inventor"** means the person or persons responsible for conception of an idea or ideas leading to an invention.

**"Net Income"** is gross income minus the direct costs associated with patent prosecution, copyright registration, commercialization, defense, maintenance, and administration of intellectual property.

**"Scholarly works"** include, but are not limited to, articles written for publication in academic journals, textbooks, works of art, musical compositions, and literary works. Theses and dissertations are not, for the purposes of this policy, scholarly works.

**"Scope of employment"** refers to activities which have been assigned to an employee by his or her supervisor or which are performed during normal working hours or which fall within the employee's job description.

**"Significant use"** means utilization of Institution funds, personnel, facilities, equipment, materials or other resources resulting in a cost to the Institution (direct, indirect, or depreciative) of more than \$3,000. (in constant 2002 dollars).

**"Work"** means any copyrightable material, such as literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; sound recordings; architectural works; computer software or databases; circuit diagrams; architectural and engineering drawings; and lectures.

### **Section 3: Applicability**

This policy shall apply to all persons employed (either as full-time, part-time or temporary employees) by Fisk University, to students enrolled at Fisk University, and to other persons using its facilities and resources. Contracts for works for hire between Fisk University and independent contractors must define the respective rights and responsibilities of the parties with respect to ownership of any intellectual property developed as a result of the contract.

### **Section 4: Ownership of Intellectual Property**

Intellectual property developed by persons to whom this policy applies shall be the sole and exclusive property of Fisk University if the subject intellectual property is (1) developed within the person's scope of employment with Fisk, (2) developed in the course of a project sponsored by Fisk, (3) developed with the significant use of the Fisk's facilities, services, or equipment (personal office space, libraries and the inventor or author's personal computer provided by the Institution excluded), or (4) developed in the course of a project arranged, administered or controlled by Fisk University and sponsored by persons, agencies or organizations external to it, absent prior written agreement to the contrary. With respect to students, use of resources or facilities typically available to students in their educational activities shall not be considered "significant".

Prior to Fisk University providing support (for example, release time or Institutional funding) to a person to whom this policy applies, where that support could reasonably be expected to result in an invention or creation of a copyrightable work with commercial value, Fisk University and the person or persons receiving that support shall agree in writing whether any intellectual property potentially arising from the supported activities would qualify as a scholarly work.

Intellectual property developed outside an employee's scope of employment, on the employee's own time and without the use of significant Institutional resources shall be the sole and exclusive property of the Inventor or Author. In consideration of Fisk University support in evaluating the intellectual property, seeking patent protection and/or pursuing commercialization activities, Fisk and the Inventor or Author may agree to assign all or a portion of the ownership rights to his or her invention or work to Fisk University.

The Institution shall not assert ownership of "scholarly" works, regardless of whether the circumstances surrounding creation of the work satisfy one or more of the four tests outlined in this section for determining Fisk University ownership. Disclosure of "scholarly" works is nonetheless required, subject to the condition that only those copyrightable works which could reasonably be expected to have commercial value must be disclosed.

Nothing in this policy shall preclude a mutually agreed upon contract between Fisk University and persons to whom this policy applies wherein either party may agree to waive their rights under this policy.

## **Section 5: Administrative Responsibilities**

### **5.1 Intellectual Property Advisory Committee**

Fisk University shall form an Intellectual Property Advisory Committee of faculty, staff, and other persons experienced in intellectual property matters. The Disclosure Form shall be forwarded to the Committee for an evaluation of the ownership, patentability and/or commercial potential of the invention or work. The Committee shall conduct an interview with the Inventor or Author and other persons as needed to make this evaluation. A patentability evaluation shall in particular include a thorough evaluation of acts by the Inventor or items of prior art which would bar patent protection. The Committee shall provide the President of the University with its recommendations as to ownership of the intellectual property, whether patent protection should be sought, and whether to seek commercialization opportunities. The Committee shall conduct investigations as it deems necessary in the preparation of its recommendations to the President. The Committee is authorized to seek outside assistance in preparing its recommendations. Any compensated assistance obtained from private legal counsel must be approved in advance by the President. The Committee shall also generally advise the President in all matters relating to this Policy.

### **5.2 Inventors and Authors**

Persons to whom this policy applies are responsible for disclosing to Fisk University his or her invention or production of a copyrightable work which could reasonably be expected to have commercial value. Disclosure shall be made to the President of the Institution, or to such person(s) as the President may designate, using an Invention Disclosure Form (see Attachment 1)

or Copyrightable Work Disclosure Form (see Attachment 2). The Inventor or Author shall fully cooperate with other University personnel in the disclosure process and in other subsequent activities associated with patenting and/or commercialization of the invention or work.

In the event that two or more persons are entitled to claim ownership of the intellectual property, the Inventors or Authors shall reach agreement between or among themselves regarding relative contributions for the purposes of distribution of net income from the Invention or Work. That agreement shall be in writing and be notarized. The agreement will be required prior to the President's initial decision regarding whether to pursue patent protection or commercialization of the intellectual property.

Inventors should particularly note that certain acts (for example, enabling disclosure of the Invention in an academic journal) can constitute a statutory bar to patent protection. An Inventor contemplating public disclosure activities prior to filing an Invention Disclosure Form should contact the *Office of Sponsored Programs (OSP)* prior to engaging in those disclosure activities.

### **5.3 Fisk University President**

The Institution President is responsible for decisions regarding ownership of the intellectual property and for the decision of whether to pursue patent protection or commercialization of the Invention or Work. *These decisions are to be based on the counsel the President may choose to seek.* The President will inform the Inventor(s) or Author(s) of his or her decisions through the *Provost or OSP*. The President is authorized to make decisions regarding royalty distribution which deviate from the royalty distribution rules adopted by Fisk, subject to the provisions of **Section 7** of this Policy.

If the Institution decides not to seek patent protection for nor pursue commercialization of the intellectual property, and Fisk has an ownership interest in the intellectual property, the President must assign the Institution's ownership interest to the Inventor or Author. A decision must be made within six months of disclosure. In the absence of a decision, after six months, the Institution forfeits its right to seek patent protection and pursue commercialization of the intellectual property and all rights go to the inventor(s) or author(s) with no obligation to the University.

For inventions made in the course of a project funded in whole or in part by the Federal Government, the Bayh-Dole Act (37 CFR 401) imposes certain reporting requirements associated with the technology transfer process. The President shall designate the party responsible for ensuring that those reporting requirements are satisfied. Subject to Board of Trustee Policies, the President shall have the responsibility for approving any and all agreements associated with commercialization of the intellectual property.

The President is authorized to delegate any or all of these responsibilities.

### **Section 6: Appeals**

The Inventor or Author may appeal decisions of the President or those of his or her designee. If the Inventor or Author disagrees with an initial decision, he or she may request a re-evaluation by the President. The President is not authorized to delegate responsibilities relative to appeals.

The request must be received within thirty calendar days of notification to the Inventor or Author of the initial decision. The Inventor or Author may submit documents or other evidence in support of his or her position. A second and final decision by the President relating to ownership or royalty distribution may be appealed to the Board of Trustees. Decisions of the Board shall be binding.

### **Section 7: Income from Intellectual Property**

Income derived from the commercialization of intellectual property in which the University has an interest shall be first applied toward any direct expenses incurred by the Institution in seeking patent protection or copyright registration or in pursuing commercialization of the intellectual property.

The portion of the net income the Institution retains from royalties and any other intellectual property-related income shall be deposited in a restricted account, and used by the Institution for the enhancement of research and instructional programs. At least fifty percent of the funds generated must remain in the school responsible for the production of the income (which includes a minimum of twenty-five percent allocated to the department/discipline responsible for the production). The other fifty percent of the funds may be used for purposes as specifically approved by the President.

The Inventor's or Author's share shall not be less than fifty-five percent of the annual net income from the intellectual property.

Fisk University is authorized to accept equity in lieu of cash in total or partial consideration for use of the Institution's intellectual property rights. Dividend income and income received from the sale of equity shall be divided in accordance with the distribution rules adopted by the University.

## INVENTION DISCLOSURE FORM

Attach additional sheets as needed.

### 1. Title of the Invention:

### 2. Inventor information:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department/Discipline: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Contribution:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department/Discipline: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Contribution:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department/Discipline: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Contribution:



Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department/Discipline: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Contribution:

### 3. Funding

Please indicate any source of funding associated with the research leading to the invention:

Federal Government                       External, other than Federal Government

Internal     None

If the invention was made wholly or in part as a result of external funding, please provide the following information:

Sponsoring Agency: \_\_\_\_\_

Contract or Grant Number: \_\_\_\_\_

Please attach a copy of the contract associated with the external funding.

### 4. Other support

For each of the inventors, were you specifically assigned to work on the invention by your supervisor? Did you work on development of the invention during your normal work hours?

Has the Institution provided support to the development of the invention by providing resources, materials or access to facilities and equipment? If yes, please describe.

### 5. Background of the Invention

Please list any prior work or reference from which this invention was derived.

Does the invention incorporate any materials provided by a third party? If so, please describe and provide a copy of the materials, if possible.

### 6. When was the invention conceived? If the invention has been reduced to practice (built or synthesized), when did that occur?

### 7. Invention Description:

Briefly summarize the nature and function of your invention. State such factors as: novelty which distinguishes your invention from existing technologies; what problem(s) it solves, and advantages over existing technologies; specific utility in the marketplace and potential commercial interests. Describe the current stage of development of the invention, enclosing any photographs or drawings of a prototype or conceptual design.

**8. Prior Disclosures:**

Has the invention been described in a printed publication in sufficient detail to allow a skilled person to understand and to make or use the invention? If so, please provide date of the publication and a copy of the article.

Have you presented any information about your invention at any conferences or meetings? If so, please provide the name of the conference or meeting, its date, a copy of any paper presented, and a copy of any visual aids used in the presentation.

Has there been any offer to sell the invention? If so, please describe when, where, to whom and whether the offer was accepted. Has the invention been used in public (for example, has there been testing of the invention witnesses by persons outside of the research team)? If so, please describe the circumstances, and indicate if non-disclosure statements were signed by persons witnessing the use.

**9. Potential licensees**

Please list any companies, and contacts within those companies, if known, which you believe might be interested in licensing this invention or sponsoring further research:

**Inventor 1 Signature and date** \_\_\_\_\_

Printed Name \_\_\_\_\_

**Inventor 2 Signature and date** \_\_\_\_\_

Printed Name \_\_\_\_\_

**Inventor 3 Signature and date** \_\_\_\_\_

Printed Name \_\_\_\_\_

**Inventor 4 Signature and date** \_\_\_\_\_

Printed Name \_\_\_\_\_

I have reviewed and concur with the information contained in the statement.

\_\_\_\_\_  
Department Chairman/Discipline Coordinator Signature and Date

\_\_\_\_\_  
Provost Signature and Date

**ALL INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL INFORMATION OF FISK UNIVERSITY.**

**COPYRIGHTABLE WORK DISCLOSURE FORM**

**Attach additional sheets as needed.**

**1. Title of the Work:**

**2. Author information:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department/Discipline: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Contribution:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department/Discipline: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Contribution:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department/Discipline: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Contribution:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department/Discipline: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Contribution:

**3. Funding**

Please indicate any source of funding associated with the research leading to the work:

**Federal Government**                       **External, other than Federal Government**

**Internal**     **None**

If the work was created wholly or in part as a result of external funding, please provide the following information:

Sponsoring Agency: \_\_\_\_\_

Contract or Grant Number: \_\_\_\_\_

Please attach a copy of the contract associated with the external funding.

**4. Other support**

For each of the inventors, were you specifically assigned to work on the invention by your supervisor? Did you work on development of the invention during your normal work hours?

Has the Institution provided support to the development of the invention by providing resources, materials or access to facilities and equipment? If yes, please describe.

**5. Description of the Work**

Briefly summarize the nature of the Work. Describe any commercial potential you see for the Work.

**6. Potential Licensees**

Please list any companies, and contacts within those companies, if known, which you believe might be interested in licensing this work:

**Author 1 Signature and date** \_\_\_\_\_

Printed Name \_\_\_\_\_

**Author 2 Signature and date** \_\_\_\_\_

Printed Name \_\_\_\_\_

**Author 3 Signature and date** \_\_\_\_\_

Printed Name \_\_\_\_\_

**Author 4 Signature and date** \_\_\_\_\_

Printed Name \_\_\_\_\_

I have reviewed and concur with the information contained in the statement.

\_\_\_\_\_  
Department Chairman/Discipline Coordinator Signature and Date

\_\_\_\_\_  
Provost Signature and Date

**ALL INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL INFORMATION OF FISK UNIVERSITY.**

## APPENDIX D

### FISK UNIVERSITY FACULTY ASSEMBLY BY- LAWS

#### I PREAMBLE

This body, known as the Faculty Assembly of Fisk University, is the corporate organization of the faculty of Fisk University and is principally charged with conducting and overseeing the educational functions of the University. The assembly is also involved in wider aspects of the University's life especially as they enhance the well-being of the constituent faculty and the University's corporate mission. Toward this end, the Assembly and its members endeavor to conduct themselves in accordance with the following guidelines.

#### ARTICLE I

- A. **Membership.** All full-time faculty (Professors, Associate Professors, Assistant Professors, Instructors, Lecturers and Visiting or Loan faculty), as well as the President of the University and the *Provost*, and professional librarians who hold faculty rank are, by their status, members of the Assembly and shall enjoy all rights, obligations, and privileges of membership.
1. **Associate Membership:** Other personnel enjoying affiliation with the University may be extended an invitation to become an associate member of the Assembly for one academic year. Such invitation shall be extended upon the majority of a vote taken in the Assembly pursuant to a written request made by the individual seeking membership, or nomination by three members of the Assembly. Associate membership, which is renewable on an annual basis, may be considered for part-time faculty members; for administrative officers other than the President and Provost; or for full time affiliates whose credentials would qualify them for a faculty appointment and whose responsibilities include academic administration, student services, or research. Associate members shall have no vote in the Assembly.
  2. **Emeritus membership:** The Assembly may, at any time it deems appropriate, extend membership in the Assembly to retired or emeritus faculty pursuant to provisions the Assembly may develop.
  3. **Honorary membership:** The Assembly may, at any time it deems appropriate, confer upon an individual it so desires the title "Honorary member" pursuant to provisions the Assembly may develop. An honorary member shall have no vote in the Assembly.
- B. **Officers.** The Assembly leadership shall be comprised of the following officers:
1. **Chair:** A faculty member of senior rank (Associate or Full Professor) who shall preside over meetings of the Assembly, chair of the executive committee and serve as a faculty trustee. Before assuming the chairmanship for a twelve-month term, this officer shall serve one year as Vice-Chair (in effect as Chairperson Elect).
  2. **Vice-Chair:** A faculty member of senior rank who shall preside over the meetings of the Assembly and the executive committee in the absence of the Chair or when otherwise appropriate. After election by the Assembly, the Vice-Chair will serve one twelve-month term as Vice-Chair (in effect as Chairperson Elect) and then assume the Chairmanship the following year.
  3. **Secretary:** A faculty member of junior or senior rank or an instructor, who shall record and maintain the minutes of the Assembly and of the executive committee, distribute the official notices of the Assembly, prepare Assembly correspondence, and maintain the membership roster of the Assembly. The Secretary will serve one twelve-month term after serving during the prior year as Vice-Secretary (in effect as Secretary Elect).
  4. **Vice-Secretary:** A faculty member of junior or senior rank or an instructor when elected, who shall assist the Secretary and assume the full duties of the secretary in the absence of the Secretary. After

election by the Assembly, the Vice-Secretary will serve one twelve-month term as Vice-Secretary (in effect as Secretary Elect) and then assume the Secretary position the following year.

5. **Parliamentarian:** A faculty of senior rank with knowledge of Roberts Rules of Order, ~~and~~ **who** will serve as Chair of the By-Laws Committee.

6. **Immediate Past Chair:** The faculty member that served in the position of Chair of the Assembly during the past academic year will serve as a member of the Executive Committee to offer continuity and will chair the Nominating Committee.

C. Executive Committee.

1. The Assembly shall have an executive committee that sets the direction and agenda for Assembly business and acts for the Assembly when necessary between meetings of the full Assembly (making a written report on such actions at the next Assembly meeting).
2. The Executive Committee of the Assembly shall also serve as a nominating committee for general elections of Assembly officers and for committee memberships that must be elected by the Assembly as a whole.
3. Serving twelve-month terms, the executive committee shall consist of ~~ten~~ the following voting members: Assembly Chair, Vice-Chair, Secretary, Vice-Secretary, Immediate Past Chair, Provost and ~~four division representatives~~ a representative from each division (each elected by his or her respective academic division).
4. In its role as nominating committee for candidates, and for Assembly and University committees, the executive committee should be guided by the wisdom of sharing committee assignments equitably among all faculty members. Before nominations are made for committees, faculty members should be polled for their committee work preferences before the end of the Spring semester. Nominations should be made with such preferences in mind. Junior faculty should be given sufficient opportunities for committee work assignments.

## ARTICLE II

- A. Assembly Meetings. The Assembly shall meet during the academic year when required by a calendar approved by the majority of the membership, or by the request of at least 10% of the membership, or by the request of the executive committee. The Assembly shall meet at least twice a semester during the academic year. Normally, formal calendar meetings will be held on the afternoon of the third Thursday of a month.

Materials and motions that members or committees wish to present before the Assembly should be made available to the Secretary of the Assembly in writing at least ~~ten~~ 3 business days before a scheduled meeting.

Complex motions made from the floor~~of~~ of the Assembly should be written out by the individual making the motion and submitted to the Secretary at the time ~~the~~ motion is made.

- B. Decisions. All decisions of the Assembly, unless otherwise herein provided, shall be by majority of those in attendance at an authorized meeting, constituted pursuant to Article II, Section A, and for which required notice has been given.
- C. Quorum. All business decisions of the Assembly must be approved or ratified in an authorized meeting, constituted pursuant to Article II, Section A, wherein a quorum of the Assembly is present. A quorum shall consist of 51% of the membership of the Assembly privileged to vote.
- D. Notice. For all normally scheduled or called meetings of the Assembly, written notice including agenda, prior minutes, and pertinent documents such as those required for motions should be distributed to the membership at least three calendar days prior to the meeting.

- E. **Procedure.** When not contravened by the by-laws or standing rules of the Assembly, Assembly business will follow the guidelines of Roberts Rules of Order.
- F. **Minutes.** A hardcopy and electronic copy of the minutes will be delivered by the Assembly secretary to the library archive and the Office of the Provost for storage before the next Assembly meeting.

### ARTICLE III

Committees. The Assembly shall have nine standing committees: an Education and Research Committee, a Faculty Welfare Committee, a Promotion and Tenure Committee, a Core Curriculum Committee, a Learning Resources Committee, a Faculty Development Committee, an Honors Program Committee, an Academic Standards Committee, and a Grievance Committee. Ad hoc committees shall be appointed as necessary. The Assembly Chairperson shall designate a chairperson for each committee except the Academic Standards Committee. Traditionally, many of the committees have invited the Student Government Association to appoint student members to help them with their deliberations.

Most matters of business for the Assembly are expected to be brought to the floor for action only after consideration by one of the Assembly's committees. In addition to business initiated by the committees themselves, assignment of specific items for consideration by the Assembly committees is done either by the full Assembly or by the chair with notification to the Assembly. All standing committees except the Committee on Promotion, Tenure and Retention (COPTR) and Grievance are expected to meet a minimum of once a semester. Brief reports of all committee meetings shall be sent to the Assembly chair who will notify members of the Assembly of business being considered by its standing committees in time enough for the voices of the members to be heard during committee deliberations. All standing committees of the Assembly shall give annual reports.

1. **Education and Research Committee.** This committee of eight members has the responsibility to oversee the academic and research programs of the University. Four members are to be elected by the Assembly to two-academic-year terms. Elections of these members will be staggered so that each year two members will be elected. In addition three members are to be elected to two-academic-year terms by their respective schools: Humanities and Social Sciences on odd years, the Natural Sciences, Mathematics and Business on even years. The Academic Provost will also serve as a member of this committee. The Assembly Chair shall appoint the chair of this committee yearly. When necessary, the committee may request the help of ad hoc committees appointed by the Assembly chair but reporting to the Education and Research Committee.
2. **Faculty Welfare Committee.** This five member committee has the responsibility to examine issues affecting the general welfare of the faculty. Members are elected to two-academic-year terms by the Assembly as a whole; two members will be elected on even years and three members on odd years. The Assembly Chair will shall appoint the chair of this committee yearly. When necessary, the committee may request the help of ad hoc committees appointed by the Assembly chair but reporting to the Faculty Welfare Committee.
3. **Committee on Promotion Tenure and Retention.** This committee is composed of five tenured associate or full professors ~~who will serve for twelve months~~. Members are elected for a two year term. Two faculty members are elected on even years and three faculty members are elected on odd years. Operating within the guidelines of the Faculty Handbook, the committee will receive dossiers from candidates to be considered for promotion, tenure and retention. COPTR will submit its recommendation with appropriate documentation to the Provost.
4. **Core Curriculum Committee.** This five member committee is composed of four



faculty members who are teaching, or who have taught a core class or classes in the last year and the Core coordinator, who serves as the chair of the committee. The Provost/Dean of Academic Affairs shall serve as a non-voting member of this committee.

5. **Learning Resources Committee.** This three member committee shall represent faculty interests in the areas of library, media, and computer resources.
6. **Faculty Development Committee.** This five member committee of junior and senior faculty shall plan faculty development activities and advise the Provost on the expenditure of faculty development funds, on sabbaticals and other leaves of absence, and on means for encouraging the continuing professional development of faculty members. The Academic Provost shall be invited to meetings as a non-voting consultant.
7. **Honors Program Committee.** This three member committee is composed of two faculty members who are teaching an honors course during the current year or have taught an honors course during at least one semester of the last two years along with the Director of the Honors Program. The Honors Program Committee traditionally invites the President of the Student Honors Council to attend meetings.
8. **Academic Standards Committee.** This five member committee is composed of the Provost (as chair) and four faculty members. This committee shall recommend candidate for earned and honorary degrees to the Faculty Assembly. The Committee shall also meet at the conclusion of each semester to review the academic performance of students and recommend to the Provost those students who should be placed or retained on academic probation, removed from academic probation, or suspended or dismissed from the University by reason insufficient academic progress or performance. When asked to do so by the Provost, the committee shall review student requests for waivers or special interpretations of academic regulations.
9. **Grievance Committee.** This three member committee elected to a twelve-month term shall serve as an inquiry and hearing committee for faculty grievances, reporting its findings to the University administration or to the Faculty Assembly as appropriate. The chairperson and secretary of the committee shall receive faculty grievances and serve as mediators, seeking to resolve grievances without recourse to formal hearing whenever possible.

#### ARTICLE IV

##### A. Regular Elections.

1. The executive committee serving as a nominating committee and chaired by the immediate past chair will ask Assembly members for suggestions for nominations and then develop a slate of nominees for all Assembly offices and committee positions to be elected except for COPTR; nominations may also be made by the membership from the floor for all Assembly offices and committee positions to be elected except for COPTR.
2. Elections to the offices of Vice-Chair and Vice-Secretary of the Assembly and for members of the Education and Research and Faculty Welfare Committees will be held at the last formally scheduled Assembly meeting of the academic year. Terms of office for these positions will be from June 1 to May 31<sup>st</sup> of the following year.

- a. In the case of Assembly officers, a candidate must receive a majority of the votes cast to be declared the winner of any contest for one of the executive offices of the Assembly.
  - b. At the same meeting in which officers are elected, the Assembly will also elect members of the Faculty Welfare Committee and members to the Education and Research Committee. The candidate or candidates (depending on the number: of openings to be filled) receiving the highest vote totals shall be declared elected.
3. After an assessment of the University's needs is carried out by the executive committee of the Assembly (see Article I, Section C, 4). Assembly elections for other standing committees of the Assembly and for any University committee faculty positions to be filled by the Assembly will be made at the first regularly scheduled Assembly meeting of the fall semester. The candidates (depending on the number of openings to be filled) receiving the highest vote totals shall be declared elected.
  4. In the case of COPTR, the executive committee shall present to the membership a list of the University's tenured associate and full professors, and the candidates who by secret ballot receive the most votes from the Assembly will be elected for a twelve-month term; the individual(s) receiving the next highest number of votes will serve as alternate(s) for the same period. There can be no more than two alternates, termed 1<sup>st</sup> alternate and 2<sup>nd</sup> alternate.
  5. Results of Division elections to the Executive Committee and the Education and Research Committee should be relayed to the Assembly Secretary in time to be announced to the Assembly at the first regularly scheduled meeting of the fall semester.
- B. **Other election.** Special elections for other positions or to fill vacancies shall be held as needed.

#### ARTICLE V

- A. **Restrictions.**
1. No member should hold two elected Assembly offices at the same time. Members of the executive committee should also not serve on the Assembly's Education and Research or Faculty Welfare committees.
  2. The chair and secretary of the Assembly will serve for two full years in the progression from an Vice to full position. There shall be no limit on the number of times an individual may succeed himself or herself as an officer of the Assembly but, in general, all Assembly service should be widely shared.

#### ARTICLE VI

- A. **Effect.** These by-laws shall take effect upon their adoption by two-thirds of the membership of the Assembly in attendance at a scheduled meeting whose agenda contains a declaration of intention to adopt by-laws and to which a copy of the proposed by-laws have been appended.
- B. **Amendments.** These by-laws may be amended by the Assembly at any meeting where in the notice of the agenda contains a declaration of an intention to amend the by-laws. Each proposed amendment requires approval to two-thirds of the membership in attendance at the meeting where in the amendment (s) was (were) lawfully part of the agenda,

Adopted by vote of the Faculty Assembly, 4 September, 2008

## Appendix E: Harassment policy

### FACULTY POLICY AGAINST SEXUAL MISCONDUCT AND RELATED PROCEDURES

#### *APPLICABILITY/PURPOSE*

##### **Who is Covered**

This policy covers Sexual Misconduct (as defined below) in relation to the faculty as follows:

1. Conduct between members of the faculty; and,
2. Claims of misconduct against a member of the faculty by any student, employee (including administrative staff), volunteers (including Board members and other University volunteers), contractors or visitors.

##### **Who is Not Covered and What Policies Govern Excluded Persons**

This policy is not applicable to claims of Sexual Misconduct made by a member of the faculty against a University student, employee (including administrative staff), volunteer (including Board members and other University volunteers), contractor or visitor.

##### ***Process For Faculty Complaints Against Students for Misconduct***

Any member of the faculty who believes they have been subjected to Sexual Misconduct by a University student should report the offense in accordance with the process established in the University's Title IX Sexual Misconduct: Student Policy

Against Harassment in Education and Programs and Employment at Fisk University (the "Title IX-Student Policy"). The Title IX Student Policy may be referenced on the University's Website, or obtained from the Dean of Student Engagement.

##### ***Process for Faculty Complaints Against University Employees, Volunteers, Contractors and Visitors***

Any member of the faculty who believes they have been subjected to Sexual Misconduct by a University employee (including administrative staff), volunteer (including Board members and other University volunteers), contractor or visitor should report the offense in accordance with the process established in the University's Employee Handbook.

##### **Title, Purpose and Scope**

This policy shall be referenced herein as "this policy," and shall be universally known as Fisk University's "Faculty Policy – Sexual Misconduct." *If any part of this policy is found to be*

*inconsistent with any federal or state regulations, all other parts shall remain valid. This policy will be updated for any inconsistencies as soon as possible after notification of changes in federal or state laws that conflict with present policy. It is the responsibility of the office of the Provost to present recommended changes to the faculty assembly chair for subsequent approval by the faculty. After approval of any changes in the policy by both faculty and administration, notice shall be given concerning the change and its effective date. Such changes shall be incorporated in the updated faculty handbook for the next academic year*

Fisk prohibits all forms of sex or gender-based misconduct, harassment, sexual violence, sexual exploitation, relationship/domestic/dating violence, and stalking (such conduct is referred to in this policy as “Sexual Misconduct”) on Fisk University’s campus. This policy also specifically prohibits retaliation for the purpose of interfering with any right or privilege created by this policy or secured by Title IX, Title VII or other governmental laws, rules or regulations. This policy also outlines reporting, investigation and complaint resolution in cases where it is alleged that a member of the faculty has been involved, as a victim or as a perpetrator, of Sexual Misconduct.

In addition, this outlines resources available to victims of Sexual Misconduct.

The University reserves the right to respond to any complaint of Sexual Misconduct in relation to a member of the faculty’s employment with the University, whether the conduct occurs on or off campus and including incidents which occur during holidays or leave time, leaves of absence, periods of suspension from employment, or volunteer or paid work or activity for a third party.

#### **How this Policy Differs from the Title IX-Student and the University’s Employee Handbook Policies**

While matters involving Sexual Misconduct of employees, such as faculty, are not governed exclusively by Title IX, the University adheres to a singular and consistent application of standards with each of its constituencies to promote a universal understanding of its policy against Sexual Misconduct and the consequences of violating it. For that reason, this policy shall utilize the resources of the University’s Title IX Coordinator, and follow the Title IX-Student Policy with regard to reporting, resources, investigations, notifications and initial hearings. Because faculty employment is governed separately from other University employees and because they hold a different relationship to the University community than students, this policy differs from the Title IX-Student Policy and the University’s Employee Handbook with regard to final appeals of adverse decisions against faculty, and with regard to sanctions.

#### **TITLE IX COORDINATOR/INQUIRIES ABOUT**

#### **COMPLIANCE WITH THIS POLICY** The University’s

Title IX Coordinator is:

Mickey West  
Fisk University  
Office of Campus Safety  
1000 17th Avenue North  
Nashville, TN 37208  
Office: 615-329-8680; Cell: 615-438-4942  
mwest@fisk.edu

Inquiries regarding Fisk University's Faculty Policy-Sexual Misconduct should be directed to the University's Title IX Coordinator listed above.

The Title IX Coordinator oversees the University's responses to reports and complaints that involve Sexual Misconduct in order to monitor outcomes, identify and address any patterns, and assess effects on the campus climate so that Fisk can address issues that affect the broader university community. This individual is primarily responsible for coordination and administration of Fisk University's Title IX Compliance and this policy.

The Office of Human Resources is charged with implementing the procedures under this policy. The Office of Human Resources investigates and administratively resolves allegations of Sexual Misconduct, and it refers, as appropriate, Complaints for disciplinary proceedings.

For matters involving a violation of this policy/Sexual Misconduct, the aggrieved party should contact the University's Title IX Coordinator or the Director of Human Resources as follows:

Merdis Buckley, MBA,  
MDIV

Director of Human Resources  
Office of Human Resources

Cravath Hall

Fisk University

1000 17<sup>th</sup> Avenue North

Nashville, TN 37208

615.329.8712 office

mbuckley@fisk.edu

Mickey West

Title IX Coordinator  
Office of Campus  
Safety

Carnegie Hall

Fisk University

1000 17<sup>th</sup> Avenue  
North

Nashville, TN 37208

615.329.8680 office

615.438.4942 cell  
mwest@fisk.edu

Faculty may contact the Title IX Coordinator or the Director of Human Resources to:

- Seek information or training about rights and courses of action available to resolve reports or complaints that involve potential Sexual Misconduct,
- File a complaint or make a report of Sexual Misconduct,
- Notify the University of an incident or policy or procedure that may raise potential concerns regarding Sexual Misconduct or Title IX,
- Get information about available resources (including confidential resources) and support services relating to Sexual Misconduct, and
- Ask questions about the University's policies and procedures related to Sexual Misconduct by or against any of its constituencies.

## ***INTRODUCTION***

Fisk University is committed to providing its students, employees, and guests with an environment that is free from all forms of sexual harassment, including sexual violence and gender-based harassment.

## ***RETALIATION***

Retaliation by any member of the University community against any person who seeks to enforce this policy, whether as a victim or witness, is strictly prohibited. Actual or perceived lack of merit does not excuse retaliatory conduct. Any person who observes or hears of retaliation in violation of this policy should promptly notify the University's Title IX Coordinator or the Director of Human Resources.

Complaints of retaliation are treated seriously and anyone found guilty of retaliatory conduct will be subject to discipline, up to and including termination or dismissal with loss of further pay or benefits, regardless of tenure or not.

## ***DEFINITIONS AND EXAMPLES***

### **Sexual Misconduct, Generally**

“Sexual Misconduct” includes all forms of sex or gender-based misconduct, harassment, sexual violence, sexual exploitation, relationship/domestic/dating violence, and stalking. A number of acts are encompassed within the definition of Sexual Misconduct including rape, sexual battery, sexual abuse, and sexual coercion. All acts of Sexual Misconduct are strictly prohibited at Fisk University.

### **Specific Definitions**

Appropriate University Officer with respect to Sexual Misconduct regulated under this policy, means the Title IX Coordinator, or the Director of Human Resources.

Complainant means the person (including, in certain circumstances the University) filing a report complaining of Sexual Misconduct under this policy. The term “victim” is used interchangeably with the term Complainant as appropriate within this policy.

Coercion means the threat of kidnapping, extortion, force or violence or use or act of Undue Interfering to be performed immediately or in the future.

Crime of Violence means an act of Sexual Violence, arson, burglary, robbery, criminal homicide, assault, hazing, destruction/damage/vandalism of property and kidnapping/abduction.

Domestic Violence means an act of violence between two individuals who are spouses or are living together, or are dating or who have dated or who have had or had a sexual relationship (but does not include individuals in a business or social context who are fraternizing), or are related by blood or adoption, or are related or formerly related by marriage. In the context of this policy and Title IX, Domestic Violence includes Sexual Violence, and vice versa.

Gender-Based Harassment means acts of verbal, nonverbal or physical aggression, intimidation or hostility based on sex or sex-stereotyping, even if those acts are not of a sexual nature.

Harassment occurs when one intentionally: (1) threatens, by telephone in writing or by electronic communication including without limitation text messaging, facsimile transmissions, electronic mail or Internet services, to take action known to be unlawful or for the purpose of Coercion and by this action annoys or alarms the Complainant; (2) places one or more telephone calls anonymously, or at an hour(s) known to be inconvenient to the Victim, or in an offensively repetitious manner, or without a legitimate purpose of communication, and by this action knowing annoys or alarms the Victim; (3) communicates by telephone to the Victim that a relative or other person has been injured, killed or is ill when the communication is known to be false; or (4) communicates with another person or transmits or displays an image without legitimate purpose with the intent that the image is viewed by the Victim and the person maliciously intends the communication to be a threat of harm to the Victim, and a reasonable

person would perceive the communication to be a harm. Harassment also means conduct directed toward a Victim that includes, but is not limited to, repeated or continuing Unconsented Contact that would cause a reasonable person to suffer emotional distress, and that actually causes the Victim to suffer emotional distress. Harassment does not include constitutionally protected activity or conduct that serves a legitimate purpose. *See also the definitions of Gender-Based Harassment and Sexual Harassment.*

Perpetrator is the person who commits the act of Sexual Misconduct. *See also the definition for "Respondent."*

Rape means penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim. Respondent means the person who is alleged as having committed the act of Sexual Misconduct. Sexual Battery is unlawful sexual contact with a victim by the Respondent accompanied with any of the following circumstances: (1) force or coercion is used to accomplish the act; (2) the sexual contact is accomplished without the consent of the Victim and the Respondent knows or has knowledge at the time of contact that the Victim did not consent; (3) the Respondent knows or has reason to know that the Victim is mentally incapacitated or physically helpless; or (4) the sexual contact is accomplished by fraud.

Sex Discrimination means giving preferential treatment to one gender to the disadvantage of the other because of their, his or her gender. It may be the result of policies or practices that seem neutral but which have a disproportionately adverse impact on a particular gender when applied.

Sexual Harassment is a form of sex discrimination and includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (i) submission is made either an explicit or an implicit term or condition of employment, academic evaluation or advancement, or inclusion or status in a course, program or activity of the University, or (ii) submission to or rejection of such conduct is used as a basis for decisions affecting the individual, or (iii) such conduct has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment or unduly interfering with an individual's work or academic performance. *See also the definition of Harassment* which includes act that can be included as Sexual Harassment when appropriate.

Sexual Misconduct is an act prohibited under Title IX and this policy and includes, without limitation, Domestic Violence, Gender-Based Harassment, Harassment, Rape, Sexual Battery, Sexual Discrimination, Sexual Harassment, Sexual Violence, Stalking and Unconsented Contact.

Sexual Violence is a physical act perpetrated against a person's will or where a person is incapable of giving consent due to the Victim's incapacity, which incapacity can be the result of the use of drugs or alcohol or due to an intellectual, physical or mental disability. Included among the acts of Sexual Violence are: Rape, Sexual Battery; Stalking; and Sexual Coercion.

Stalking means a willful course of conduct involving repeated or continuing harassment of another individual that would cause a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed, or molested, and that actually causes the Victim to feel terrorized, frightened, intimidated, threatened, harassed or molested. Stalking includes cyberstalking.

Unconsented Contact means any contact with another person that is initiated or continued without that person's consent, or in disregard of that person's expressed desire that the contact be avoided or discontinued. Unconsented Contact includes, but is not limited to, any of the following: (a) following or appearing within the sight of that person; (b) approaching or

confronting that person in a public place or on private property; (c) appearing at that person's workplace, work space or residence; (d) entering onto or remaining on property owned, leased, or occupied by that person; (e) contacting that person by telephone; (f) sending mail or electronic communications to that person; or (g) placing an object on, or delivering an object to, property owned, leased, or occupied by that person.

Undue Interfering means interfering with another in a manner that is unjustified, inappropriate and/or which offends the senses of reasonable people in the University community.

Victim means the person who is harmed by an act of Sexual Misconduct and also the person (including, in certain circumstances the University) filing a report complaining of Sexual Misconduct under this policy. The term "victim" is used interchangeably with the term Complainant as appropriate within this policy.

### **Examples**

Examples of Sex/Gender-Based Harassment include, but are not limited to:

- Continued and unwelcome questioning about intimate or personal matters
- Continuing/Pervasive or extreme jokes of a sexual nature
- Continuing and unwelcome questions about an individual's sexual orientation or gender identity
- Emails that contain persistent or extreme sexual messages, images or language
- Remarks of a sexual nature about a person's clothing or body
- Remarks about sexual activity or speculations about previous sexual experience
- Persistent and unwelcome flirtation, requests for dates, or repeated and unwelcome staring
- Gratuitous displays of sexually suggestive objects or pictures, including images displayed, transferred, forwarded or shared via the internet, text messaging or other electronic means

Examples of Sex/Gender-Based Discrimination include, but are not limited to:

- Treating individuals adversely because they do not conform to stereotypical norms of gender behavior.

Examples of Sexual Violence include, but are not limited to –

- Unwanted touching or attempted touching of a person's breasts, buttocks, inner thighs, groin or genitalia, either directly or indirectly; and/or sexual penetration (however slight) of another person's oral, anal or genital opening with any body part or object.

### ***UNDERSTANDING WHEN CONSENT IS GIVEN***

Consent is something that is informed, voluntary, and mutual, and can be withdrawn at any time. There is no consent when there is force, express or implied, or when Coercion, intimidation, threats, or duress are used. Whether a person has taken advantage of a position of influence over another person may be a factor in determining consent. Silence or absence of resistance does not imply consent. Past consent to sexual activity with another person does not imply ongoing future consent with that person or consent to that same sexual activity with another person. There is no exception to the necessity to obtain another's consent to engage in sexual activity, each time. Consent will not be deemed present when there is no clear expression of consent given, verbal or nonverbal. Consent is not present in circumstances where the individual is unable to give it freely or voluntarily such as when a person is incapacitated as a result of alcohol or drug use,



when they are passed out or less than fully conscious for any reason, isolated, confined, asleep or threatened.

## ***STANDARDS OF REVIEW***

### **Intoxication and Consent**

Intoxication is never a defense to Sexual Misconduct under this policy. When either the Complainant or the Respondent is alleged to have been under the influence of drugs or alcohol, whether consent existed is based on whether a reasonable person similarly situated to the Respondent, in the context in which the Sexual Misconduct occurred, would have known or should have known about the impact of the use of alcohol or drugs on another's ability to give consent.

### **Standard of Proof**

Cases involving Sexual Misconduct at Fisk shall be adjudicated according to the Preponderance of the Evidence Standard. "Preponderance of the Evidence" means by the weight of the evidence or, stated otherwise, that it is more likely than not. Preponderance means more than half.

The accused faculty member must not be presumed "guilty" (or "responsible"). Instead, guilt or responsibility must be established by a "preponderance of the evidence" (e.g. "more likely than not") standard. An adjudication regarding Sexual Misconduct requires a conscientious and rational judgment based on the whole record. If, for example, the hearing panel concludes that the evidence— considered overall — weighs equally on both sides, the preponderance standard has not been met and the charges have not been proven.

This does not shift the burden of proof away from the Complainant. Hence, the Complainant is required to show the Respondent engaged in Sexual Misconduct by the Preponderance of the Evidence.

## ***USE OF ATTORNEYS***

Attorneys may assist any faculty member involved in a process under this policy, but attorneys are not allowed to participate in direct communications with the Title IX Coordinator, the Director of Human Resources, any hearing officer or University administrator regarding matters involving this policy, except as advisors to the Complainant and/or Respondent. Attorneys may be present during meetings, interviews and/or hearings but must participate quietly by directing any and all correspondence and/or discussion only to their client by written note or a whisper. Attorneys who need to correspond with the University regarding a matter under this policy must address the University's Legal Counsel only.

**Conduct addressed under this policy may involve criminal acts, and advice outside the process should be considered by any individual involved.**

## ***REPORTING SEXUAL MISCONDUCT***

### **Confidentiality**

Fisk considers all complaints of Sexual Misconduct, and all related investigations to be confidential among the parties involved.

The University is sometimes asked to keep a complainant's identity confidential. However, due process considerations will not support keeping the complainant's identity confidential from the alleged perpetrator or possible witnesses. Fisk will honor to the extent possible an alleged Victim's right to privacy and share only that information which is necessary with respect to investigation of allegations of Sexual Misconduct.

### **Contacting the Police to Make a Report and Preserving Evidence**

If you are a Victim of possible criminal Sexual Misconduct, it is important that you contact the police immediately. If you believe you are in imminent harm you should contact 911. If you believe you are not in imminent harm, you should contact the police at 615 -862-8600 and report any crime.

Preserving evidence is critical for reports to the police and the University, and every attempt should be made to preserve any relevant evidence for the police and/or the University, including without limitation clothing, the scene, texts, voice messages, etc.

Reporting of Sexual Misconduct to the police is separate from reporting to the University. Making a report to the police is to protect your safety and to prosecute criminal behavior. Reporting to the University is for the purpose of securing your right, and the right of others, to be free from Sexual Misconduct in the workplace.

### **Making the Report to the University**

Fisk strongly encourages all members of the University community to report violations of this policy to:

*Mickey West, Title IX Coordinator*

Fisk University

Office of Campus Safety

1000 17th Avenue North

Nashville, TN 37208

Office: 615-329-8680; Cell: 615-438-4942

[mwest@fisk.edu](mailto:mwest@fisk.edu)

Reports involving Sexual Misconduct may be made at any time.

A report involving Sexual Misconduct may be made confidentially to those who serve in a professional role in which communications are privileged under Tennessee law and to those which Fisk has designated as confidential resources for faculty. Those persons are:

Medical Providers

Therapists

Clergy

(said persons referred to herein individually and collectively as "Privileged Professionals").

With the exception of Privileged Professionals, all faculty, employees and students who become aware of conduct that might fall under this policy ~~are expected to~~ must notify the Title IX Coordinator with the names of the parties involved and the details of the report. Students who serve in a peer-advising role (such as Resident Assistants) are also required to share such reports with the Title IX Coordinator

The University reserves the right to initiate a Complaint at any time, and to initiate an investigation and resolution, administratively or through the hearing process, at any time, with or without the consent or at the request of a Victim, even instances where the Victim requests that the University does not investigate the matter or does not pursue action against the alleged Perpetrator.

### ***TIME FRAME***

Fisk's goal is to resolve complaints of Sexual Misconduct within 60 days after a report is made. Fisk reserves the right to extend this time frame when, in Fisk's sole discretion, circumstances warrant an extension of time. Examples of reasons why the University may extend the time frame are the complexity of facts, the number of witnesses involved, lack of availability of the Victim or the

Perpetrator, holidays, inclement weather, etc. When a case requires more than 60 days for resolution, Fisk will notify the Complainant and the alleged Perpetrator.

### ***INTERSECTION WITH CRIMINAL INVESTIGATIONS***

When appropriate, a Victim may file a criminal complaint with the appropriate law enforcement agency while simultaneously pursuing remedies against the alleged Perpetrator under this policy. Similarly, the University may be obligated to report an act(s) of Sexual Misconduct to an appropriate law enforcement agency. Victims are, in fact, encouraged to file criminal complaints, and should do so, when they believe a crime has been committed against them.

The existence of a criminal investigation or charges does not impact the University's processing and investigation of a Complaint filed under this policy. In addition, it does not affect the University's imposition of Interim Protective Measures. However, Fisk may be required to delay fact finding while the police are gathering evidence. Any delay necessitated by a criminal investigation will not impair the University's ability to impose interim measures to protect the Complainant and/or the University's campus community when appropriate.

### ***INTERIM PROTECTIVE MEASURES***

In the discretion of the Office of Human Resources, in consultation with the Title IX Coordinator, pending the investigation, hearing or appeal of a Complaint under this policy, Fisk may impose interim protective measures to protect the Complainant, and any other member(s) of the Fisk University community. Such protective measures (the "Interim Protective Measures") may include, without limitation:

1. A "No Contact" order prohibiting either, or both of, the Complainant and/or the Respondent from having contact with any other person(s) or each other.
2. A transfer of the Complainant or the Respondent to another classroom or work area.
3. Placing a faculty member on paid administrative leave. In such cases, the Office of Human Resources and the Title IX Coordinator shall consult with the Provost.

## ***THE INVESTIGATION***

### **Responsible Authority**

Under the direction of the Title IX Coordinator, the Office of Human Resources performs investigations of Sexual Misconduct under this policy. After receiving a Complaint from the Title IX Coordinator, the Office of Human Resources will assign an investigator to the file. The University reserves the right to hire an independent investigator to conduct the investigation at any time and for any reason as it determines in its sole discretion.

### **General Applicability and Time Frames**

Each Complaint under this policy involves a differing fact scenario, sensitivities, witnesses and evidence. Hence, there is not an exact procedure involved the investigation of any Complaint. However, the following are generally applicable to each investigation.

The time frames set forth for the Investigation stage are those which can be generally expected. However, there is no guarantee as to the exact time frame in which each step will occur as the circumstances differ in each case.

Sometimes a University break or a holiday intervenes during the investigation stage. In these cases, the process may be suspended, in the sole discretion of the University based on availability of staff and/or witnesses and the seriousness of the alleged offense, until the University is back in session.

### **Information for Complainants, Respondents and Witnesses**

Complainants, Respondents and Witnesses (collectively “Impacted Parties”) will be treated with respect before, during and after the investigation and hearing process. Complainants and Respondents will be informed of the University’s process under this policy and of the possible outcomes, and of all substantive procedural developments about the case, when warranted. Impacted Parties are strongly encouraged to seek counseling and support available through resources identified by the Office of Human Resources, the Title IX Coordinator and any assigned investigator.

Complainants and Respondents may request changes to their work spaces, however it should be understood that Fisk’s is a small campus with limited office space. Staff from the Office of Human Resources will contact the Complainant and/or the Respondent with information as to what changes are reasonably available.

An advisor, which may be legal counsel, of the Complainant’s and/or Respondent’s choice may accompany either to any meeting during the Investigation phase. That advisor’s role is limited to quietly conferring with the Complainant and/or the Respondent through written notes or whispers. The advisor may not appear for an interview in lieu of the Complainant or Respondent, and the advisor may not restate facts for that person unless a compelling medical or psychological reason exists. Neither the Complainant nor Respondent is permitted to interrupt, delay or otherwise interfere with the Investigation process for the purpose of argument, vexation or obstruction and the advisor may not address any Impacted Party or the investigator.

### **Step 1 Initial Interview with the Victim/Complainant**

The investigator will generally contact the Victim within 24 hours to set up an interview. Prior the interview, the Victim will be asked to submit a written statement detailing the Complaint. If the person is incapacitated, the written statement will be waived in lieu of a recorded statement or another appropriate means of obtaining a detailed statement from the Victim. During the interview, the investigator will review the Complaint and the written statement from the Victim,

obtain additional details and clarify and questions. During this interview, the investigator may ask about your relationship with the alleged Perpetrator, other potential witnesses and ask for copies of any evidence relating to the Complaint, including without limitation, social media, phone records, email correspondence, photographs, etc. The investigator will also discuss the process for resolving the Complaint, and identify support resources for the Victim, including licensed counselors for personal support as well as those administrators who can confidentially answer questions about the process. If applicable, the investigator will also remind and encourage the individual to pursue a criminal complaint. This step is the “Initial Interview.” During the Initial Interview, the investigator will establish the University’s expectations regarding the process, and remind the Victim of the University’s zero tolerance policy against Retaliation and provide them with the information necessary to report any instance of Retaliation which they feel is being directed towards them.

At any time during the investigation process, the investigator may follow up with the Victim to discuss new information obtained, or to clarify any conflicting information.

### **Step 2 Notifying the Respondent**

Within 24 hours after the Initial Interview, the investigator will contact the Respondent and notify them of the Complaint. This step is called “Notification to the Respondent.”

Following, the investigator will set up an interview in person with the Respondent. Prior to the interview, the Respondent will be asked to submit a written statement detailing their response to the Complaint (the “Written Response”). If the Respondent is incapacitated (other than by means of detention or imprisonment by a law enforcement agency), the written statement will be waived in lieu of a recorded statement or another means of obtaining a detailed statement from the Respondent. During the interview, the investigator will review the Complaint, the Initial Interview, and the Written Response, obtain additional details and clarify and questions. During this interview, the investigator may ask about your relationship with the Victim, other potential witnesses and ask for copies of any evidence relating to the Complaint and Written Response, including without limitation social media, phone records, email correspondence, photographs, etc. The investigator will also discuss the process for resolving the Complaint, and identify support resources for the Respondent, including licensed counselors for personal support as well as those administrators who can confidentially answer questions about the process. This interview is called the “Interview with the Respondent.”

During the Interview with the Respondent, the investigator will establish the University’s expectations regarding the process and remind them of the University’s zero tolerance policy against Retaliation.

At any time during the investigation process, the investigator may follow up with the Respondent to discuss new information obtained, or to clarify any conflicting information.

### **Step 3 Interviewing Witnesses and Documentary Evidence**

Following the Initial Interview and the Interview with the Respondent, the investigator will interview all witnesses identified. Each case varies on the number of witnesses and no specific time frame can be developed except that the investigator will seek to initiate contact with witnesses within one week after the Interview with the Respondent. The investigator will also obtain written statements from each witness prior to his or her interview and review them during their meeting. The investigator will also review and seek to verify all documentary evidence obtained.

The investigator may consult with the Office of Human Resources, the Title IX Coordinator or the University's legal counsel at any time for assistance.

#### **Step 4 Completing the Investigation and Next Steps**

Upon completion of the investigator's review of all documentary evidence available and his or her interview of all witnesses, the investigator will prepare a final written report regarding the matter (the "Final Investigative Report") and present it to the Title IX Coordinator for review, with a copy to the Office of Human Resources.

If appropriation information exists, the Complaint will proceed to a formal hearing. In some cases, the investigator may determine, in consultation with the Title IX Coordinator, that insufficient information exists to proceed to a formal hearing. In this case, the Title IX Coordinator will notify the Office of Human Resources of this fact. The Office of Human Resources will then notify the Victim and the Respondent that insufficient information exists to continue with the case, and the case will be considered closed unless additional substantive information is obtained which justifies, in the University's sole discretion, re-opening of the case.

### ***HEARING PROCEDURES***

#### **Administrative Hearing**

Once the Final Investigative Report is submitted to the Title IX Coordinator, the Title IX Coordinator will determine whether sufficient grounds exist for the Complaint to proceed to a formal hearing.

The Title IX Coordinator may, in his or her sole discretion, may consult with the Office of Human

Resources to determine whether the Complaint may be resolved administratively (i.e., with the Respondent agreeing upon a finding of Sexual Misconduct or otherwise and an appropriate disciplinary sanction without the need for a formal hearing). In such cases as where an administrative resolution is approved, staff from the Office of Human Resources will meet first with the Complainant privately to discuss the Complainant's position on any proposed disciplinary sanction.

If the Complainant objects to an administrative resolution of the case, the matter will proceed to a formal hearing. If the Complainant agrees with proposed sanction, staff from the Office of Human Resources will meet next with the Respondent privately. The Respondent will be given at least 24 hours advance notice that the University seeks administrative resolution of the Complaint, and the specific violations of this policy under consideration. During the private meeting, the Respondent and the designated staff from the Office of Human Resources will review the Final Investigative Report together.

The designated staff member will also inform the Respondent of the sanction(s) being recommended by the Office of Human Resources.

Following the meeting, the Respondent will be given at least 48 hours to provide written notification to the designated staff member from the Office of Human Resources that he or she accepts the proposed sanction(s), or that he or she contest(s) the findings and/or sanctions and requests a formal hearing.

If the Respondent fails to attend the private meeting or to inform the Office of Human Resources, the proposed administrative resolution shall be deemed rejected by the Respondent and a formal hearing shall be set.

If no formal hearing is requested, the Complainant and the Respondent will receive a written statement prepared by the Office of Human Resources, and approved by the Title IX Coordinator, detailing the outcome of the administrative resolution within three business days of the deadline for the Respondent to accept or reject the proposed sanction(s).

### **Formal Hearing**

If the Title IX Coordinator, in consultation with the Office of Human Resources, determines that the case should proceed to a formal hearing or if a Respondent or Complainant objects to a proposed administrative resolution, the Respondent and the Complainant will be provided a minimum of 120 hours advance written notice of the same from the Office of Human Resources, exclusive of Saturday and Sunday and any official University break or holiday, prior to the convening of a formal hearing panel to hear the case. The written notice will contain the date, time and location of the hearing in addition to a copy of the Final Investigative Report.

### **The Panel**

The Hearing Panel for cases under this policy shall not be the same as assigned to other disciplinary matters. The Hearing Panel shall be selected by the Title IX Coordinator and shall be comprised of at least five persons who are members of the faculty and/or staff and who are trained to understand and evaluate allegations of Sexual Misconduct.. Students shall not be permitted to serve on the Hearing Panel due to the sensitive nature of the Complaint and the complexity of analyzing certain matters involving Sexual Misconduct. Prior to finalizing the panelists in each case, the Title IX Coordinator will identify the Impacted Parties to the proposed panelists. Designated panelists with a close relationship with any Impacted Party may not serve on the Hearing Panel for the case at issue. Designated panelist with a bias towards an Impacted Party or a factual scenario, alleged or proven, may not serve on the Hearing Panel for the case at issue. A final panel must be selected at least 96 hours in advance of the hearing, although the University reserves the right to substitute panelists due to illness, conflicting obligations, etc., in its sole discretion. Every panelist must sign an affidavit certifying no conflict.

### **Hearing Packets**

At least 72 hours in advance of the Hearing, the Office of Human Resources will:

1. Notify the Complainant and the Respondent of the panelists' names and titles. The Complainant, the Respondent and any potential witness(es), and/or any person acting on any one of their behalf, are prohibited from contacting any member of the panel. Violation of this rule will result in discipline for interfering with a University official function. The University reserves the right to substitute panelist due to illness, conflicting obligations, etc., in its sole discretion. If a panelist is substituted, the new panelist's name will be provided to the Complainant and the Respondent within 24 hours of the substitution.
2. Provide the Complainant and the Respondent with any and all information to be shared with the Hearing Panel which was not provided previously by the Office of Human Resources along with the Final Investigative Report (i.e., additional evidence).
3. Provide the Complainant and the Respondent with the name(s) of any witness(es) the University will seek to have testify or the Hearing Panel. The Complainant and the Respondent are prohibited from contacting any witness identified by the Panel or the University for the purpose of discussing their intended testimony before the Hearing Panel for the purpose of

persuading a witness' testimony or participation. Any violation of this rule will result in discipline of the offending party for interfering with a University official function/insubordination. Nothing herein is intended to prohibit the Complainant or the Respondent from contacting any such person to ask that they serve as a witness on their behalf. The purpose of this rule is to prohibit rehearsing testimony with a witness or intimidating a witness into not testifying or into changing his or her testimony to suit another's interest.

### **Additional Information to be Submitted to the Hearing Panel by the Complainant and the Respondent/ Witnesses**

Either the Complainant or the Respondent may submit additional information to the Hearing Panel through the Title IX Coordinator at least 48 hours in advance of the hearing. If the Complainant or Respondent intend to have a witness(es) testify on his or her behalf before the

Hearing Panel, he or she must submit the name(s) of the witness(es) to the Title IX Coordinator at least 48 hours in advance of the hearing. The Title IX Coordinator shall provide the Hearing Panel and the other party with the name(s) of any such witness(es). Each party is prohibited from contacting the other parties' witness(es) for the purpose of discussing his or her intended testimony before the Hearing Panel. Any violation of this rule will result in discipline of the offending party for interfering with a University official function/insubordination. Nothing herein is intended to prohibit the Complainant or the Respondent from contacting such person to ask that they serve as a witness on their behalf. The purpose of this rule is to prohibit intimidating a witness into not testifying or into changing his or her testimony to suit another's interest. If a Complainant or Respondent has a need to contact another party's witness, even if that witness is a friend or an acquaintance, the safest way to avoid a potential violation of this policy is to first contact the Title IX Coordinator to explain the need to contact the witness and to obtain his or her approval of the contact, or permit him or her to make contact on the individual's behalf.

The Hearing Panel may, in its discretion, exclude witnesses or witness testimony that it deems irrelevant or duplicative.

### **Challenging the Participation of a Hearing Panelist**

Either the Complainant or the Respondent may challenge the participation of a designated Hearing Panelist due to a perceived conflict of interest. Such challenges, including the rationale, must be provided to the Title IX Coordinator, in writing, at least 48 hours prior to the commencement of a hearing. The Title IX Coordinator, in their discretion, will determine if a conflict exists and a panelist should be substituted. If a panelist is substituted under this policy in less than the 72 hours notice provided for the names of the panelists to be provided to the parties, as described in the section above under "Hearing Packets," it shall not operate to delay the scheduled hearing date and/or time.

### **Character References**

Either the Complainant or the Respondent may submit up to five (5) character references each in support of the character of the Complainant or Respondent, as appropriate, but not the specific facts involved in the case. Such references must be submitted no later than 72 hours in advance, and any information so submitted will be shared with the other party.



## **Hearing Principles**

Faculty, students and employees who appear before a Hearing Panel are subject to discipline for dishonesty, up to and including termination from employment. Dishonesty before a hearing panel is considered personal misconduct that merits termination, although lesser discipline may be issued based on the severity of the dishonesty in the sole discretion of the Hearing Panel before which the dishonest conduct occurred.

Efforts will be made to ensure that the Complainant and the Respondent will not wait in the same area outside of the hearing room.

The Hearings will be recorded, but not the Hearing Panel's deliberations.

The Hearing Panel will strictly follow the Standards of Review and the Standard of Proof set forth in this policy.

The past sexual history or sexual character of an Impacted Party will not be allowed as consideration of any Complaint under this policy unless the Title IX Coordinator, in consultation with the designated investigator, has notified the Hearing Panel, the Complainant and the Respondent in advance that such information is deemed highly relevant. In determining directly relevant patterns of behavior, the Title IX Coordinator reserves the right to share with the investigator any documented misconduct of by an Impacted Party such as sexual misconduct violations, acts of violence, bullying, harassment, dishonesty, etc.

### **Order of the Hearing**

Normally, the order of the Hearings shall proceed as follows:

- Opening by the Panel Chair (to be designated by the panelists)
- Introductions by the Panel Chair
- A reminder that faculty, students, and employees who falsify information before the Hearing Panel will be disciplined, up to and including termination for personal misconduct or withdrawal from the University
- Announcements, if any, regarding the hearing
- The Complainant will then be asked for comments, and then to present any witnesses
- The Respondent will then be asked for comments, and then to present any witnesses
- Consideration of any questions posed by the parties of each other or any other witness by the Hearing Panel
- The Complainant will be asked for rebuttal statements and offered an opportunity to ask questions of the Respondent or witnesses, if any
- The Respondent will be asked for rebuttal statements and offered an opportunity to ask questions of the Complainant, if any
- Closing of the Hearing

Any member of the Hearing Panel may ask questions of the Complainant and the Respondent at any time during their respective presentation before the Hearing Panel. At no time shall any person participating in or at the Hearing Panel harass, intimidate, menace or berate anyone else present. If for any reason the Complainant or Respondent object to the other asking them direct questions at any time before or during the Hearing, the questions shall be submitted to the Chair of the Hearing Panel who shall ask questions to the Complainant or Respondent, as appropriate.

If for any reason, either before or during the Hearing, the Complainant or Respondent object to being in same room with the other, the person objecting shall be permitted to respond to questions in a separate room provided that each party is able to view the other and the Hearing through electronic means capable of simultaneous video and audio broadcast of the Hearing. The Hearing Panel will stop and/or exclude questions on the basis of repetition, vexation and/or harassment or non-applicability to the case at issue.

The Hearing Panel has absolute authority over the conduct of the hearing and may set time frames for witness testimony and limit opening/closing statements and rebuttals. Impacted Parties may be notified of time limits upon receipt of their Hearing Packet or at the commencement of the hearing.

The Hearing Panel Chair may, in consultation with the Title IX Coordinator and the Office of Human Resources, grant extensions of time at any time prior to the commencement of a hearing to permit reasonably sufficient time for: (i) a Complainant to prepare his or her case and/or present additional evidence; (ii) a Respondent to prepare his or her response and/or present additional evidence; (iii) secure a witness; or (iv) any of the above. After the commencement of the hearing, if the Hearing Panel discovers the need for more preparation time or more time to hear testimony, the Hearing Panel Chair shall recess the hearing to a later time. The Chair will inform the Title IX Coordinator of any continuance of the hearing.

The inability to obtain witnesses shall not justify undue delay to continue a hearing. If a witness is unable to attend the hearing in person, he or she may participate: (i) telephonically or electronically (e.g., by Skype, Vber or video conference, etc.); (ii) by sworn, notarized statement; or (iii) through a written statement.

Upon the closing of the Hearing, the Hearing Panel will hold a closed meeting(s) to deliberate and form a decision. Decisions shall be made on the basis of three-fourths of the votes of the Hearing Panel.

#### **Notification of Hearing Panel's Decision**

The Hearing Panel will render a finding and recommendation regarding the case within five (5) business days after the Hearing concludes. The Complainant and the Respondent will receive verbal notification of the decision at approximately the same time from the Office of Human Resources. A written notification prepared by the Hearing Panel Chair stating the decision and outlining the rationale for the decision will be delivered by the Office of Human Resources to the Complainant and the Respondent within three (3) business days after notification is made to the Complainant and the Respondent. All decisions will be delivered by email and in-person or by certified U.S. Mail or overnight courier if hand-delivery is not an option or unsuccessful after the first attempt. Nothing herein delays implementation of the decision if the Office of Human Resources is unable to make verbal contact with either the Complainant and/or the Respondent.

#### **When Delivery is Deemed Made**

When a faculty fails to accept verbal notification, it will be deemed made upon hand delivery of a written notification or upon deposit of the decision in the U.S. Mail. If verbal notification is made, notification is deemed made upon contact, and a written notification serves a follow up and may be mailed by hand-delivery, certified U.S. Mail, or overnight delivery.

#### ***DISCIPLINE FOR VIOLATIONS OF THIS POLICY***

Possible disciplinary measures which may be imposed should the Hearing Panel find the Respondent responsible for violating this policy include, without limitation, disciplinary probation, recommended counseling, leave with or without pay, or termination

Factors pertinent to the determination of which sanction to apply include, without limitation, the nature of the conduct, the severity of the violation, the expressed wishes of the Victim/Complainant, prior disciplinary history of the Respondent (which the Office of Human Resources may obtain from the Office of the Provost or otherwise and shares in a private meeting with the Hearing Panel only upon a finding that the Respondent has violated this policy), the Respondent's willingness to accept responsibility for his or her actions, previous University responses to similar conduct and the University interests as a whole.

## ***APPEALS***

### **Generally**

Either party may appeal a decision of the Hearing Panel. An appeal may only be made once. Appeals must be made in writing within 72 hours of the appealing party's receipt of Notification of the Hearing Panel's decision to the Title IX Coordinator. An appeal may not be deemed properly filed and received unless and until the Title IX Coordinator sends the appellant a written confirmation of receipt of the appeal, which may be made via electronic communication. The written confirmation of receipt of the appeal must be sent within two business days of receipt of the appeal in Title IX Coordinator's office.

Appeals are generally given consideration only in those cases involving the most serious matters and the most significant consequences.

The only available grounds for an appeal are:

1. That there is new information that substantially alters the understanding of the event(s) in question.
2. That the discipline process was not followed in a fundamentally fair manner; and/or
3. That the disciplinary process is disproportionate to the offense.

Failure to strictly to adhere to expected time frames and other technical, non-substantive errors are not sufficient grounds for an appeal. The fact that a faculty member is tenured, well-liked or is otherwise has good character and is well-liked has no bearing on the decision and is not sufficient grounds for an appeal.

All appeals must be in writing and state with specificity the grounds for the appeal listed above and the reasons why the appeal should be granted. Any appeal which fails to specify which of the three enumerated reasons an appeal should be granted will be dismissed for failure to state a basis for an appeal. General appeals that fail to state with specificity the grounds for the appeal will be dismissed.

Appeals will be shared with the other party who will have 72 hours to respond to the appeal through a written submission to the Title IX Coordinator. A response to an appeal may not be deemed properly filed and received unless and until the Title IX Coordinator sends the appellant a written confirmation of receipt of the response, which may be made via electronic communication. The written confirmation of receipt of the response must be sent within two business days of receipt of the response in Title IX Coordinator's office.

The Title IX Coordinator is vested with authority to approve or deny a request for an appeal. The Title IX Coordinator will notify the appealing party of their decision within five (5) days of their receipt of the request for an appeal.

### **The Appeals Panel**

Appeals will be reviewed in a closed meeting by a three (3) person Appeals Panel comprised of members of the faculty and staff appointed by the Title IX Coordinator within seven (7) business days of the filing of an appeal. Students shall not be permitted to serve on the Appeals Panel due to the sensitive nature of the issues on appeal and the lack of training in matters involving Sexual Misconduct. Designated panelists with a close relationship with any Impacted Party may not serve on the Appeals Panel for the case at issue. Designated panelist with a bias towards an Impacted Party or a factual scenario, alleged or proven, may not serve on the Appeals Panel for the case at issue.

Appeals will be reviewed on the basis of the written records, and will not involve a new hearing except at the sole discretion of the Appeals Panel. In cases where a new hearing is granted, the parties will be notified of the same within eight (8) business days of the filing of an appeal, and a hearing date will be set within 15 business days of the filing of an appeal.

Meetings of the Appeals Panel which are not formal new hearings are closed.

### ***NOTIFICATION OF THE APPEALS PANEL'S DECISION***

Decisions shall be made on the basis of a majority vote of the Appeals Panel.

If no hearing is granted, a decision on the appeal will be issued within 15 business days of the filing of an appeal, and if a hearing is granted, a decision on the appeal will be issued within 20 business days of the filing of an appeal. The decision of the panel must involve only a finding and recommendation to the office of the Provost.

The Complainant and the Respondent will receive verbal notification of the decision at approximately the same time from the Office of Human Resources. A written notification prepared by the Appeals Panel Chair stating the decision and outlining the rationale for the decision will be delivered by the Office of Human Resources to the Complainant and the Respondent within three (3) business days after notification is made to the Complainant and the Respondent, either in person, by certified U.S. Mail or by overnight delivery service. Nothing herein delays implementation of the decision if the Office of Human Resources is unable to make verbal contact with either the Complainant and/or the Respondent.

### **When Delivery is Deemed Made**

When a faculty member fails to accept verbal notification, it will be deemed made upon hand delivery of a written notification, within three days after deposit in the U.S. Mail, or upon confirmed delivery by an overnight delivery service. If verbal notification is made, notification is deemed made upon contact, and a written notification serves a follow up and may be mailed by regular U.S. Mail, overnight delivery service or hand delivered.

### ***APPEAL TO THE PROVOST***

A Faculty member who wishes to appeal the Title IX Coordinator's denial of a request for an appeal of the Hearing Panel's decision or a decision of the Appeals Panel must do so in writing to the University's Provost, with a copy to the Title IX Coordinator, within three (3) business days of receipt of the Title IX Coordinator's denial of an appeal or the Appeals Panel's decision. The only available grounds for an appeal to the University's Provost are:

1. That there is new information that substantially alters the understanding of the event(s) in question.
2. That the discipline process was not followed in a fundamentally fair manner; and/or
3. That the disciplinary process is disproportionate to the offense.

Failure to strictly to adhere to expected time frames and other technical, non-substantive errors are not sufficient grounds for an appeal to the University Provost. The fact that a faculty member is well-liked, tenured, has been employed with the University for a long time or otherwise has good character has no bearing on the decision and is not sufficient grounds for an appeal to the University Provost.

All appeals must be in writing and state with specificity the grounds for the appeal listed above and the reasons why the appeal should be granted. Any appeal which fails to specify which of the three enumerated reasons an appeal should be granted will be dismissed for failure to state a basis for an appeal. Any appeal which fails to state with specificity the reason(s) why the appeal should be granted will be dismissed by the Provost.

Appeals will be shared with the other party who will have 72 hours to respond to the appeal through a written submission to the Title IX Coordinator who will forward it to the University President. A response to an appeal may not be deemed properly filed and received unless and until the Title IX Coordinator sends the appellant a written confirmation of receipt of the response, which may be made via electronic communication. The title IX coordinator must send a written confirmation of receipt of the response within two business days of receiving a response.

The Provost will generally issue a decision on the appeal within ten (10) business days of their receipt of the appeal.

#### ***NOTIFICATION OF THE PROVOST'S DECISION***

The Complainant and the Respondent will receive verbal notification of the Provost's decision directly from the Provost. A written notification prepared by the Provost stating their decision and outlining the rationale for the decision will be delivered by the Office of the Provost to the Complainant and the Respondent within three (3) business days after oral notification is made. Nothing herein delays implementation of the decision if the Provost is unable to make verbal contact with either the Complainant and/or the Respondent. Decisions of the Provost are limited to such authority given to the office by the board of Trustees consistent with its constitution and by-laws. Promotion and tenure decisions are reserved to the board. Hiring decisions are reserved to the President. Hence, the decisions of the Provost will generally be recommendations for action by the President. The president will make decisions on all actions except rank and tenure. The board makes decisions on rank and tenure.

#### ***RETAINING RECORDS OF THE INVESTIGATION***

The Final Investigative Report, the Hearing Packet, all evidence and the decision shall be collective and retained in the Office of Human Resources for five (5) years, at which time they will be destroyed, at the Office's discretion

#### **Disclosures**

The University subscribes to the following:

1. Complainants have the right to be informed of the outcome, in writing, and to be informed of the outcome of their complaint, including any disciplinary measures imposed, and to essential findings.

2. The University may release publicly the name, nature of the violation and the sanction for any person who is found in violation of a Policy that is a crime.

## APPENDIX F: TITLE VII, POLICY AGAINST DISCRIMINATION IN WORK PLACE.

The following description is taken from <https://www.eeoc.gov/laws/statutes/titlevii.cfm>

### *Title VII of the Civil Rights Act of 1964*

*EDITOR'S NOTE: The following is the text of Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352) (Title VII), as amended, as it appears in volume 42 of the United States Code, beginning at section 2000e. Title VII prohibits employment discrimination based on race, color, religion, sex and national origin. The Civil Rights Act of 1991 (Pub. L. 102-166) (CRA) and the Lily Ledbetter Fair Pay Act of 2009 (Pub. L. 111-2) amend several sections of Title VII. In addition, section 102 of the CRA (which is printed elsewhere in this publication) amends the Revised Statutes by adding a new section following section 1977 (42 U.S.C. 1981), to provide for the recovery of compensatory and punitive damages in cases of intentional violations of Title VII, the Americans with Disabilities Act of 1990, and section 501 of the Rehabilitation Act of 1973. Cross references to Title VII as enacted appear in italics following each section heading. Editor's notes also appear in italics.*

### DEFINITIONS

#### SEC. 2000e. [Section 701]

For the purposes of this subchapter-

(a) The term “person” includes one or more individuals, governments, governmental agencies, political subdivisions, labor unions, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under Title 11 [*originally, bankruptcy* ], or receivers.

(b) The term “employer” means a person engaged in an industry affecting commerce who has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year, and any agent of such a person, but such term does not include (1) the United States, a corporation wholly owned by the Government of the United States, an Indian tribe, or any department or agency of the District of Columbia subject by statute to procedures of the competitive service (as defined in section 2102 of Title 5 [*United States Code*]), or

(f) The term “employee” means an individual employed by an employer, except that the term “employee” shall not include any person elected to public office in any State or political subdivision of any State by the qualified voters thereof, or any person chosen by such officer to be on such officer’s personal staff, or an appointee on the policy making level or an immediate adviser with respect to the exercise of the constitutional or legal powers of the office. The exemption set forth in the preceding sentence shall not include employees subject to the civil service laws of a State government, governmental agency or

political subdivision. With respect to employment in a foreign country, such term includes an individual who is a citizen of the United States.

(g) The term “commerce” means trade, traffic, commerce, transportation, transmission, or communication among the several States; or between a State and any place outside thereof; or within the District of Columbia, or a possession of the United States; or between points in the same State but through a point outside thereof.

(h) The term “industry affecting commerce” means any activity, business, or industry in commerce or in which a labor dispute would hinder or obstruct commerce or the free flow of commerce and includes any activity or industry “affecting commerce” within the meaning of the Labor-Management Reporting and Disclosure Act of 1959 [29 U.S.C. 401 et seq.], and further includes any governmental industry, business, or activity.

(i) The term “State” includes a State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake Island, the Canal Zone, and Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act [43 U.S.C. 1331 et seq.].

(j) The term “religion” includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate to an employee’s or prospective employee’s religious observance or practice without undue hardship on the conduct of the employer’s business.

(k) The terms “because of sex” or “on the basis of sex” include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work, and nothing in section 2000e-2(h) of this title [section 703(h)] shall be interpreted to permit otherwise. This subsection shall not require an employer to pay for health insurance benefits for abortion, except where the life of the mother would be endangered if the fetus were carried to term, or except where medical complications have arisen from an abortion: Provided, That nothing herein shall preclude an employer from providing abortion benefits or otherwise affect bargaining agreements in regard to abortion.

(l) The term “complaining party” means the Commission, the Attorney General, or a person who may bring an action or proceeding under this subchapter.

(m) The term “demonstrates” means meets the burdens of production and persuasion.

(n) The term “respondent” means an employer, employment agency, labor organization, joint labor management committee controlling apprenticeship or other training or retraining program, including an on-the-job training program, or Federal entity subject to section 2000e-16 of this title

SEC. 2000e-2. [Section 703]

(a) Employer practices

It shall be an unlawful employment practice for an employer -

- (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms,



conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin.

(j) Preferential treatment not to be granted on account of existing number or percentage imbalance

Nothing contained in this subchapter shall be interpreted to require any employer, employment agency, labor organization, or joint labor-management committee subject to this subchapter to grant preferential treatment to any individual or to any group because of the race, color, religion, sex, or national origin of such individual or group on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex, or national origin employed by any employer, referred or classified for employment by any employment agency or labor organization, admitted to membership or classified by any labor organization, or admitted to, or employed in, any apprenticeship or other training program, in comparison with the total number or percentage of persons of such race, color, religion, sex, or national origin in any community, State, section, or other area, or in the available work force in any community, State, section, or other area.

If you think that you have been discriminated against or desire additional information concerning Title VII, go to

<https://www.eeoc.gov/laws/statutes/titlevii.cfm>.