

**THE  
ROGER WILLIAMS UNIVERSITY  
FACULTY ASSOCIATION  
NEARI/NEA  
2012-2016  
CONTRACT  
with the  
BOARD OF TRUSTEES  
of  
ROGER WILLIAMS UNIVERSITY**

**In**

**BRISTOL, RHODE ISLAND**

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1 PREAMBLE

2  
3 The Board of Trustees of Roger Williams University, hereinafter called **RWU**,  
4 and the Roger Williams University Faculty Association (NEARI/NEA), hereinafter called  
5 the **RWUFA**, enter into this agreement for the purpose of establishing a harmonious and  
6 cooperative relationship between the **RWU** and the **RWUFA** by providing procedures  
7 which will facilitate free and frequent communications between the University and its  
8 faculty.

9  
10 ARTICLE I  
11 RECOGNITION

12 RWU recognizes the RWUFA as the exclusive bargaining agent concerning  
13 negotiable terms and conditions of employment, as defined by law, for a bargaining unit  
14 composed of:

- 15 A. Full-time tenure-track and tenured faculty with the following academic ranks:  
16 1. Professor  
17 2. Associate Professor  
18 3. Assistant Professor  
19  
20 B. Department Chairs  
21  
22 C. Adjunct faculty employed to teach at least six (6) contact hours (exclusive of  
23 continuing education offerings) per academic semester.  
24  
25 D. All full-time psychological counselors employed by RWU as full-time  
26 psychological counselors prior to July 1, 2012.  
27  
28 E. All full-time librarians with degrees in Library Science.  
29  
30 F. All Visiting Professors.

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32 Excluded from recognition hereunder are university officers, supervisory and/or  
33 managerial employees, directors, part-time faculty other than those referred to above,  
34 deans, assistant deans, associate deans, all other administrative personnel, psychological  
35 counselors hired and employed as psychological counselors on or after July 1, 2012, and  
36 all other employees.

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**ARTICLE II**  
**GENERAL CONDITIONS**

A. CONSULTATION

The positive nature and value of the relationship between the University and its faculty is dependent upon mutual respect and continual, non-adversarial consultation on matters that affect the academic academy. It is therefore expected that, except as either otherwise directed by this Agreement, or the subject of legal or labor relations work product and/or confidentiality, ongoing consultation with individual and formally recognized groups of faculty will routinely occur as part of the culture and administrative operation of the University. By way of example only, this includes regular consultation with faculty, as appropriate, on 1) matters which lie within a faculty member's/group's formally recognized academic expertise; 2) involve the hiring of academic colleagues and 3) involve administrative actions that will significantly affect the operation of the academy.

RWU and the RWUFA recognize that as professionals, MBUs, when making collegial recommendations, are acting in accordance with their professional training and standards. It is recognized that MBUs' decision-making is limited to the discharge of professional duties in accordance with authorization by the appropriate authority and within the limits hereunder defined in this Agreement.

B. SEVERABILITY

Should any provisions of this Agreement be adjudged to be unlawful by a court of competent jurisdiction, such provision shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue to be in full force and effect, except as provided herein.

C. NON-WAIVER

Failure of either party to insist upon performance of the terms and conditions of this Agreement by the other in any one or more instances shall not be construed as a waiver or relinquishment of the rights of either party to expect and require future performance of any such terms and conditions by the other, and notwithstanding any such failure, the obligations of the parties and of MBUs covered by this Agreement to such future performance of its terms and conditions shall continue in full force and effect.

76 D. NO STRIKE/NO LOCKOUT

77 The RWUFA agrees that during the term of this Agreement neither it nor any  
78 of its members will participate in any work stoppage. RWU agrees it will not  
79 initiate any form of lock-out during the term of this Agreement. Both parties  
80 agree that all disputes arising during the effective dates of this Agreement will  
81 be settled with the grievance procedure.

82 E. DURATION

83 This Agreement shall take effect upon ratification and shall continue in full  
84 force and effect until June 30, 2016, when said Agreement shall terminate.

85 F. NEGOTIATIONS CLAUSE

86 1. RWU and the RWUFA agree that all negotiable items have been  
87 considered during the discussions leading to this Agreement and,  
88 therefore, agree that negotiations will not be reopened on any item  
89 concerning salary, wages, or working conditions whether contained herein  
90 or not, during the life of this Agreement unless by mutual agreement,  
91 except those specifically herein forwarded to special committees.

92  
93 2. Any previously adopted policy, rule or regulation of the University which  
94 is in conflict with this Agreement shall be superseded and replaced by the  
95 applicable provision(s) contained herein.

96  
97 3. RWU and RWUFA agree to commence formal negotiations for a successor  
98 agreement on or before February 15th of the final year of this Agreement.  
99

100 **ARTICLE III**  
101 **RIGHTS AND RESPONSIBILITIES**

102 It is recognized that the RWU, through its President, has the authority and  
103 responsibility to effectively formulate the University's curriculum, budget, grading  
104 systems, admissions and matriculation standards, academic calendars, size of the student  
105 body, tuition and fees, hiring and termination and other traditional management  
106 functions.

107 It is further recognized that the University's faculty and non-teaching MBUs  
108 represent a cadre of professionals which embodies the training, experience, and expertise  
109 required to effectively deliver the institution's educational program. Therefore, RWU will  
110 normally consult with and seek the counsel of appropriate MBUs, acting as individuals or

111 as members of a committee, at the request and direction of the University, in connection  
112 with matters where the MBU's expertise is traditionally deemed to be of value.

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**ARTICLE IV**  
**RIGHTS OF THE RWUFA**

116 A. The RWUFA shall have the right to use University facilities for  
117 conducting meetings, provided the RWUFA gives RWU reasonable advance  
118 notice of its request and provided the facility requested is not scheduled  
119 otherwise for use. The RWUFA shall have the right to conduct official  
120 business on any Roger Williams University campus at any reasonable time  
121 provided that this business does not interrupt normal University operations.

122 If negotiation sessions and/or arbitration proceedings are scheduled during  
123 the University day, not more than three (3) MBUs shall be released from  
124 assignments to attend such sessions. If negotiation sessions are scheduled  
125 during the University day, MBUs attending such sessions shall make up such  
126 assignments.

127 B. The RWUFA shall have the right to use RWU equipment (limited to  
128 computers, printers and copying machines) at a cost determined by the rate  
129 charged to the budgets of internal units. This equipment will be designated by  
130 RWU.

131 The RWUFA shall have the right to use MBU mailboxes for purposes of  
132 communicating with its members.

133 The Executive Committee of the RWUFA shall have the right to use the  
134 University's e-mail system for routine communications with its members.

135 C. RWU recognizes the RWUFA's right to have access to information  
136 relative to names, addresses, and salaries of all MBUs and names of all  
137 members of the Board of Trustees, and their business addresses, if available.

138 D. Upon request of the President of the RWUFA, the President of the  
139 University or his/her designee, (the Provost or the Chief Human Resources  
140 Officer), shall meet at reasonably and mutually acceptable times with the  
141 President of the RWUFA or his/her designee to discuss matters of mutual  
142 concern.

143 The University agrees to provide the RWUFA with all information  
144 necessary to effectively bargain and/or maintain the collective bargaining

145 agreement as provided under the N.L.R.A. and any other federal statute.  
146 Disputes under this section shall be submitted to arbitration under the rules of  
147 the A.A.A.

148 E. The RWUFA shall be allowed to rent available office space on campus  
149 (e.g., CAS132 or similar space) for a nominal fee, which shall be assigned to  
150 the RWUFA.

151 F. Upon request, during the academic year, the administration will provide  
152 the RWUFA, within ten working days, with an annually updated seniority list  
153 which includes information about each MBU's rank, salary, date of last  
154 sabbatical, and date of initial appointment.

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**ARTICLE V**  
**RIGHTS of INDIVIDUALS**

158 A. **ACADEMIC FREEDOM** -- Consistent with the standards set forth in  
159 Appendices A and B of this Agreement, every MBU shall have the right to  
160 select and utilize materials he/she adjudges appropriate for his/her teaching,  
161 counseling, and other academic responsibilities. He/she shall have freedom in  
162 the classroom and external distance courses in discussing his/her subject, but  
163 shall remain subject to applicable government regulations.

164 Every MBU shall have full freedom in research and in the publication or  
165 statement of the results thereof.

166 B. **PERSONAL FREEDOM** -- Consistent with the standards set forth in  
167 Appendices A and B of this Agreement, while in the public sector, every  
168 MBU shall be free to exercise all the rights of citizenship, including political  
169 and religious activities. The exercise of such rights shall in no way adversely  
170 affect his/her employment or constitute grounds for discipline or  
171 discrimination.

172 In extra-mural utterances and activities, every MBU shall indicate that  
173 he/she is not an institutional spokesperson.

174 C. **PERSONNEL FILES**

175 1. There shall be two (2) official personnel files for each  
176 MBU. One file shall be designated as the MBU's "records file,"  
177 and shall be kept and maintained at the direction of the Chief  
178 Human Resources Officer (CHRO). The second file shall be

179 designated as the MBU's "professional file," and shall be kept and  
180 maintained by the Provost. Consistent with this Article, the  
181 administration of these files shall be within the discretion of the  
182 University.

183 The "records file" shall contain personnel materials such as  
184 records pertaining to the MBU's payroll, medical status, pension,  
185 benefits, and employment status. The contents of this file shall be  
186 kept confidential within the norms established by law and accepted  
187 personnel practices.

188 The "professional file" shall contain documents related to:  
189 the MBU's original application and appointment; performance  
190 evaluations and materials submitted therewith; records of  
191 educational and professional achievement, honors, or other  
192 recognition; and other documents related to performance as a  
193 faculty member such as documents pertaining to hiring, retention,  
194 evaluation or promotion.

195 At reasonable times, any MBU may examine and reproduce  
196 at his/her own expense, any document in either of his/her files,  
197 except those which relate to his/her original application and  
198 appointment at Roger Williams University.

199 2. The MBU may comment on material in his/her file (except  
200 that which relates to original appointment referred to above) and  
201 attach such comment thereto.

202 3. Any clearly adverse material placed in an MBU's  
203 professional file by or on behalf of RWU, dealing with teaching  
204 effectiveness, evaluations, and/or termination must be brought to  
205 the MBU's attention before being placed in the file; however,  
206 nothing contained in this section shall restrict the placing of the  
207 MBU's personnel evaluations, including peer and student  
208 evaluation as appropriate, and relevant documents authored by the  
209 MBU in his/her file. No anonymous material will be placed in an  
210 MBU's file. Author-identified, clearly adverse material shall be  
211 communicated to the MBU before being placed in his/her  
212 personnel file. Materials shown to be false or unsubstantiated by an  
213 MBU to RWU's satisfaction shall be removed from the MBU's  
214 "professional file."

215 4. Only RWU and its agents who have a need to know shall have  
216 access to MBUs' official files, unless RWU is required legally to  
217 provide access to others.

218 D. An MBU shall have the right to have an RWUFA representative  
219 (of his/her own choosing) present while examining his/her personnel file.

220 E. MEMBERSHIP - No MBU shall be required to join the Roger  
221 Williams University Faculty Association (RWUFA) as a condition of  
222 employment. No MBU shall be discriminated against by either RWU or  
223 the RWUFA on account of membership or non-membership in the  
224 RWUFA. RWU agrees that a statement explaining the rights and  
225 obligations of MBUs under the terms of this section will be included in all  
226 offers of employment. Additionally, both RWU and the RWUFA agree to  
227 provide an opportunity to newly hired MBUs for a full explanation of the  
228 rights and obligations under the terms of this section, in a scheduled or  
229 special orientation forum where both RWU and RWUFA designees are  
230 present.

231 The terms of employment of all MBUs are covered by the  
232 collective bargaining agreement negotiated by the RWUFA and RWU.  
233 The parties recognize, additionally, that the RWUFA is legally required to  
234 fairly and fully represent all individuals included in the bargaining unit,  
235 whether they are RWUFA members or not. The negotiation and  
236 administration of this Agreement entails expenses for all MBUs covered  
237 by this Agreement. Therefore, an MBU who does not choose to join the  
238 RWUFA shall pay his/her "fair share" of the cost of collective bargaining,  
239 as determined by the National Education Association of Rhode Island,  
240 providing that such charge shall be calculated to include only such costs  
241 and not other expenses/activities of the RWUFA or its affiliates, and  
242 provided that membership in the RWUFA has not been denied to the  
243 MBU for reasons other than non-payment of dues uniformly required as a  
244 condition of membership. Payment of this "Fair Share Charge" by such  
245 MBU shall be a condition of employment and shall be formally noticed by  
246 the RWUFA, including the amount of the charge, to each MBU, with copy  
247 to the RWU, through its Chief Human Resources Officer (CHRO).

248 The parties recognize that some individuals hired as MBUs may  
249 object to joining the RWUFA or paying their fair share charges based on  
250 religious tenets or reasons of conscience. The legitimate rights of non-  
251 association of such individuals shall be established and protected in  
252 accordance with the procedures described hereinafter. All such

253 “Conscientious Objectors” shall, in lieu of RWUFA dues or fair share  
254 charges, pay an amount equal to the fair share charge (Conscientious  
255 Objector Contribution) into the RWUFA scholarship fund. Payment of  
256 this alternative contribution by such MBU shall be a condition of  
257 employment for Conscientious Objectors. The RWUFA will make known  
258 to the University, on an annual basis, the winners and the amounts of  
259 RWUFA scholarships.

260 Each time the RWUFA dues, “fair share” charge, or conscientious  
261 objector contribution is adjusted, the notice must be renewed to all MBUs  
262 with copy to RWU through its CHRO. The collection of either RWUFA  
263 Dues, Fair Share Charges or Conscientious Objector Contributions shall  
264 be from payroll deduction by RWU’s Payroll Division, acting for RWU  
265 and on behalf of the RWUFA, as follows:

266 1. For MBUs beginning service in September (January), the Fair Share  
267 Charge will commence in the first, full payroll of October (March),  
268 and that Fair Share Charge will be ratably apportioned over the next  
269 eighteen (nine) pay periods. Following an MBU’s first year of  
270 employment, Fair Share Charges will commence with the first pay  
271 period of July and will be ratably apportioned over the next twenty six  
272 (26) pay periods. This deduction procedure shall continue until either  
273 RWUFA Dues are voluntarily invoked by the MBU in accordance  
274 with provision 2. below, or Conscientious Objector Contributions are  
275 elected in accordance with provision 3. below. Dues or Conscientious  
276 Objector Contributions will then be ratably apportioned over the  
277 designated remaining pay periods for the affected MBU.  
278

279 2. New RWUFA members’ Dues will commence being deducted in the  
280 first full pay period following the University Payroll Division’s receipt  
281 of a written, signed authorization by an MBU to deduct RWUFA Dues  
282 and the amount to be deducted over the remaining pay periods for each  
283 RWUFA member as designated in provision 1 above. Absent specific  
284 authorization to the contrary, the dues will be deducted by ratably  
285 apportioning the amount of RWUFA Dues over the remaining pay  
286 periods as designated above.  
287

288 All RWUFA dues deductions will continue, with ratable  
289 apportionment of the amount due in successive years of employment,  
290 unless and until the University Payroll Division receives written, duly-  
291 signed notification from either the RWUFA Member or the RWUFA  
292 itself that it no longer authorizes RWUFA Dues deduction, in which



293 case Fair Share Charges will commence being deducted and ratably  
294 apportioned and will continue until the MBU opts to join the RWUFA.

295

296 3. In cases of choosing conscientious objector status, a formal objection  
297 must be filed by the MBU within thirty (30) days from the date on  
298 which Fair Share Charges commence, following qualifying  
299 employment at Roger Williams University. The objection shall be  
300 addressed to the President of the University with a copy to the  
301 President of the RWUFA. Objections may vary in form or content, but  
302 must clearly and fully state the basis for the MBU's request for  
303 Conscientious Objector status. The existence of such religious tenet(s)  
304 or reason(s) of conscience, shall require the execution of a written  
305 statement under oath by an MBU specifying (1) the religious tenet(s)  
306 and/or (2) the reasons of conscience, moral and/or ethical principle(s)  
307 on which the objection is based.

308

309 4. All RWUFA Dues, Fair Share Charges, or Conscientious Objector  
310 Contributions deducted in accordance with this provision will be  
311 deposited in the RWUFA directed account on a monthly basis with a  
312 corresponding report of said activity provided to the RWUFA's  
313 Treasurer. The report shall identify payers of all RWUFA Dues, Fair  
314 Share Charges, and Conscientious Objector Contributions along with  
315 the individual and composite amounts deducted.

316

317 RWU, through its CHRO, and the RWUFA, through its President  
318 and/or Treasurer, will, in good faith, entertain questions and concerns  
319 from MBU's as to policy and procedures concerning Fair Share Charges,  
320 Conscientious Objector Charges, and RWUFA Dues.

321 The RWUFA and RWU agree that any and all liability and costs  
322 incurred as a result of RWU's good faith, intended compliance with this  
323 section shall be borne exclusively by the RWUFA. This means that,  
324 except in the case of intentional misconduct or wanton, reckless disregard  
325 for the liabilities and associated costs of noncompliance, the RWUFA  
326 holds RWU harmless for any and all liabilities and costs incurred as result  
327 of its administration of this Article of the collective agreement.

328 F. INTELLECTUAL PROPERTY

329 1. Intellectual Property Arrangements in General

330 An MBU, who writes, produces, or creates any work, creation, design,  
331 invention, software, or other intellectual property, independent of  
332 specific funding and/or resources of the University, shall have  
333 exclusive rights thereto, including patent, literary or artistic copyright.  
334 Sabbatical leaves are not considered specific funding. An MBU will  
335 have exclusive rights to any work produced during his/her sabbatical  
336 leave. In the case of literary or artistic works, computer software,  
337 inventions, designs, technical developments or other intellectual  
338 property made or created by an MBU(s) with more than the *de minimis*  
339 use of the University's funds, technical facilities, support or technical  
340 personnel, the MBU(s) shall hold 50% and the University 50% of any  
341 right, title, or interest arising therefrom, unless other arrangements  
342 have been previously negotiated and reduced to a written Agreement  
343 between RWU and the MBU(s). Rents, royalties, and other net profits  
344 shall be shared equally between the MBU and RWU, unless otherwise  
345 agreed to by the parties taking into consideration the relative  
346 contribution of each.

347 2. Course Materials

348 Faculty members shall own all rights to syllabi or lecture notes,  
349 handouts, presentation slides, case studies, scientific and laboratory  
350 experiments, role playing exercises, *realia*, examinations, quizzes,  
351 problem sets, simulations or similar instructional or teaching materials  
352 (whether traditional or innovative) prepared on their own initiative for  
353 educational or professional purposes and utilized in conjunction with a  
354 course that the faculty member has been or is assigned to teach, and  
355 shall be entitled to the benefit of any royalties derived therefrom.

356 3. Patents and other Technical Copyrights

357 a. The University waives, disclaims and abandons any interest in  
358 or claim to any invention, improvement, design or development  
359 made by a faculty member without the use of the University's  
360 funds, facilities and/or support or technical personnel. Such  
361 inventions, copyrights and patents arising therefrom shall be  
362 the sole property of the faculty member who is the  
363 inventor/creator.

364 b. The faculty member and the University shall each hold fifty  
365 percent (50%) of any right, title, and interest to any invention,  
366 improvement, design or development made by a faculty

367 member with the more than *de minimis* use of the University's  
368 funds, facilities and/or support or technical personnel, unless  
369 other arrangements have been previously negotiated by the  
370 parties and have been reduced to a written Agreement between  
371 RWU and the faculty member.

372

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**ARTICLE VI**  
**MANAGEMENT RIGHTS**

375 Except as specifically and expressly otherwise provided for in this Agreement,  
376 RWU retains and reserves all powers, rights, and authority vested in it as an employer  
377 which it possessed but for the execution of this Agreement, which the RWUFA  
378 recognizes as being exclusively in RWU, provided only that the exercise of such powers,  
379 rights, and authority may not be accomplished in violation of any of the specific and  
380 express terms and provisions of this Agreement.

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**ARTICLE VII**  
**CONDITIONS OF SERVICE**

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A. FACULTY LOAD

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1. Teaching Load

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It is recognized that faculty, as academic professionals, are committed to the provision of excellence in the academic endeavors of teaching, research and scholarship, professional service, advising, and other academically related activities that support students.

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Within an academic year (fall and spring semesters) an individual faculty member may be assigned no more than 7 three-hour courses or 21 contact hours.

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2. For a supervisor of student teachers, every five (5) students supervised shall constitute the equivalent of a full-load course.

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3. Graduate instruction requires a higher level of scholarship and research than undergraduate instruction. Faculty who teach graduate courses will be expected to meet these requirements. Therefore, faculty members' regular teaching loads will not exceed

400 eighteen (18) contact hours per year in any year in which they  
401 teach one or more graduate course(s).

402 4. Student Assistants -- No student or students shall be  
403 allowed to teach any course which is offered for academic credit.  
404 Student assistance in certain courses, laboratories, or field  
405 activities under direct faculty supervision is acceptable.

406 5. Except in cases of extraordinary circumstances, and with  
407 the mutual consent of the dean of the appropriate school or college  
408 and the full-time, qualified, teaching faculty member or full-time,  
409 qualified, non-teaching faculty member, no full-time, qualified,  
410 teaching faculty member or full-time, qualified, non-teaching  
411 faculty member shall teach more than one (1) course or its  
412 equivalent above his/her scheduled load for additional  
413 compensation per semester. In no circumstances shall an MBU  
414 teach more than six (6) course sections or the equivalent per  
415 semester under the terms of this Agreement.

416 During a calendar year, MBUs will not teach, whether day,  
417 evening, intersession or summer session, more than the equivalent  
418 of six courses, in addition to their normal two semester load  
419 (thirteen (13) courses in total). Each accumulation of ten (10)  
420 independent or online studies during a calendar year will be  
421 considered the equal of one course. Fractions of this equivalency  
422 will not be counted in the total course calculation.

423 6. The dean of an applicable school or college shall possess  
424 the discretion to assign courses to faculty members with the  
425 approval of the Provost or his/her designee in carrying out this  
426 basic managerial prerogative/responsibility to assign courses and  
427 course loads will both consult Department Chairs and/or  
428 Department Coordinators in the same academic discipline and will  
429 consider seniority, all other factors being equal.

430 7. The University will make a reasonable effort, when  
431 possible, not to schedule classes so that a faculty member has more  
432 than six (6) hours between the beginning and the end of classes,  
433 excluding labs, studios, overloads, and evening courses during the  
434 fall and spring semesters in the day program.

435 8. School of Continuing Studies courses are not normally  
436 assigned as part of a full-time teaching faculty member's load.

437 9. On-line courses are considered part of and count toward  
438 teaching load.

439 10. RWU will make an effort to list the full load teaching  
440 assignments of faculty by name in the printed semester course  
441 schedule when it is issued prior to registration.

442 B. PREPARATIONS

443 Each full-time faculty member shall be assigned no more than  
444 three (3) different preparations of courses per semester when teaching a  
445 four (4) course load and no more than two (2) different preparations of  
446 courses per semester when teaching a three (3) course load, except with  
447 the consent of the faculty member involved or unless the faculty member  
448 would not otherwise have a full teaching load.

449 C. MAXIMUM LOAD

450 No full-time faculty member shall be expected to teach more than  
451 the equivalent of one hundred and thirty (130) students per semester when  
452 teaching a regular four (4) course or twelve (12) contact hour course load  
453 and no more than the equivalent of ninety seven (97) students per semester  
454 when teaching a regular three (3) course or nine (9) contact hour course  
455 load as part of his/her regular load without his/her consent or additional  
456 compensation at the rate \$75 per student in excess of such total.

457 D. COURSE SIZE

458 The maximum number of students in a course will be forty (40).  
459 Exceptions to the maximum shall be agreed to by the instructor. The  
460 minimum number of students shall be ten (10). Exceptions to the  
461 minimum shall be determined by the Dean of the appropriate school or  
462 college.

463 E. ADJUNCT FACULTY

464 Each part-time faculty member included in the bargaining unit  
465 shall be expected to teach the equivalent of no more than three (3) full-  
466 load courses per semester. Adjunct faculty MBUs teaching no more than  
467 three (3) full-load courses and adjunct faculty MBUs teaching no more  
468 than nine (9) contact hours of exclusively design studio courses shall be  
469 paid on a pro-rated basis in accordance with Article XIII.F.

470 F. NON-TEACHING MBUs

471 For Librarian and Counselor MBUs, thirty five (35) hours per  
472 week shall constitute full-time employment. Any such MBU employed  
473 more than twenty (20) hours shall receive fringe benefits on a pro-rated  
474 basis.

475 G. RESPONSIBILITIES OF MBUs

476 1. All MBUs

477 a. Recognizing that membership in the academic profession  
478 carries with it special responsibilities, MBUs will be guided  
479 in their professional conduct by the statement of Faculty  
480 Professional Ethics attached to this Agreement as Appendix  
481 A, which appendix was drawn from the A.A.U.P.  
482 Statement on Professional Ethics (originally adopted in  
483 1966, and revised in 1987).

484  
485 b. Faculty MBUs shall meet all scheduled assignments unless  
486 prior arrangements have been communicated to the dean of  
487 the appropriate school or college.  
488

489 c. Except in the case of illness or other emergency, faculty  
490 MBUs shall not cancel classes or other contractual  
491 commitments without the approval of the dean of the  
492 appropriate school or college. In any event, faculty  
493 members will communicate in writing to the Dean a plan  
494 for missed classes. The approval of the dean shall not be  
495 unreasonably withheld.

496 It is understood that faculty MBUs are committed to quality  
497 delivery of their course content and accept this contractual  
498 responsibility as a principle not to be abused.

499 d. All faculty MBUs shall report accidents which occur in  
500 their classes, or on campus premises, to the University  
501 Department of Public Safety immediately.

502 e. All teaching MBUs shall submit course grades to the  
503 Registrar's Office by the date stipulated in the Academic  
504 Calendar.

505 f. All faculty MBUs will cooperate in RWU program  
506 assessment and review. Course evaluations specific to

507 program assessment and review shall not be used for the  
508 purposes of professional performance evaluation.

509 g. RWU recognizes that consulting work or other  
510 compensated employment during the academic year may be  
511 a valuable professional experience for full-time faculty  
512 members. However, consulting work shall not interfere  
513 with the faculty member's contractual duties to the  
514 University.

515 2. Full-time Faculty

516 In addition to the normal faculty load as described herein, a  
517 faculty member shall assume other educational responsibilities.  
518 Such responsibilities will be distributed by department  
519 chairpersons, deans, or the Provost or his/her delegate within the  
520 bargaining unit in an equitable manner. These responsibilities shall  
521 include the following:

522

523 a. serve on a University committee, at the discretion of RWU.

524 b. serve as advisor to individual students. The faculty  
525 member shall have periodic conferences with each of  
526 his/her advisees. When serious academic or personal  
527 problems are identified or appear to be evident, faculty  
528 members shall make referrals to the appropriate Dean.  
529 (Normally, a faculty member shall not be assigned more  
530 than 25 day school students.) For purposes of this  
531 provision, unexpected absences, availability of advisors, or  
532 a sudden increase in students over one year shall not be  
533 considered normal. Advising assignments in excess of the  
534 25 standard shall be considered in overall workload  
535 balancing at the department level. No faculty member shall  
536 be assigned over 35 advisees unless granted a course  
537 reduction.

538 c. attend Commencement.

539 d. keep regularly scheduled office hours for no less than one  
540 (1) hour per week for each three contact hours of course  
541 instruction to be scheduled over a minimum of three (3)

542 days. Such hours shall be posted and announced in a  
543 manner which will make students and advisees aware of the  
544 hours during which he/she is available. Faculty members  
545 assigned to teach evening classes must set a reasonable  
546 portion of their office hours in the evening.

547 e. assume other responsibilities which are normally and  
548 traditionally considered educational responsibilities of  
549 University faculty.

550 f. making themselves available where practicable, following  
551 reasonable notice, for university, school/college or  
552 department/program meetings from Monday through  
553 Friday during the academic year.

554 3. Adjunct Faculty MBUs

555 Adjunct faculty MBUs shall be available to students no less  
556 than one (1) hour per week for each three contact hours of  
557 instruction during the normal school day. Their office hours shall  
558 be posted and announced in a manner which will make students  
559 aware of the hours during which they will be available.

560 4. Academic advising is not the exclusive right of MBUs.  
561 Administrators may serve as new student advisors and facilitators.  
562 However, all students will be assigned an academic advisor in their  
563 major areas by the student's sophomore year, unless it requires the  
564 University to violate the advisee assignment limits.

565 5. The University may establish standing and ad hoc  
566 committees of MBUs and/or MBUs and administrators (including,  
567 but not limited to, a Professional Development Committee and the  
568 Roger Williams Research Foundation, as required by this  
569 Agreement). Full-time MBUs shall serve on such bodies as  
570 required by Article VII.G.2. of this Agreement. It is further  
571 understood and agreed that in serving on all such bodies, MBUs  
572 are only acting in traditional faculty roles and only as professionals  
573 in their own interests in accordance with their professional  
574 expertise, training, and standards. It is further understood and  
575 agreed that such service shall not be construed as the performance  
576 of a management function.  
577



578 H. FACULTY/STUDENT RATIO

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580 Except and only as such will result in financial emergency as  
581 defined in ARTICLE (XI), RETRENCHMENT the University will  
582 maintain a ratio of no more than 16 full-time equivalent students to 1 full-  
583 time equivalent faculty member across the University as a whole, but not  
584 including continuing education students. Each year, between May 1<sup>st</sup> and  
585 June 30<sup>th</sup>, RWU will provide the past year's ratio to the RWUFA upon  
586 request to the Provost, in writing. If the ratio of full-time equivalent  
587 students to full-time equivalent faculty is greater than 16 to 1, RWU will  
588 be given one academic year to remedy the ratio imbalance. Failing  
589 reaching the ratio in the next annual report, RWU will hire accordingly  
590 until the agreed upon ratio is at least reached within that year.

591 I. UNIVERSITY CALENDAR and HOLIDAYS

592 1. University Calendar

593 RWU and the RWUFA have agreed to the calendars found  
594 in Appendix C. No change in the wages, number of weeks  
595 to be worked, number of days worked or number of hours  
596 to be worked may be made to any calendar set out in  
597 Appendix C, without first negotiating any such changes  
598 with the RWUFA. Any other changes, necessitated by  
599 events unforeseen at the time of creation of the calendars  
600 and altering the published calendar of the faculty curricula  
601 delivery, may not exceed seven (7) working days and will  
602 be shared with the faculty and the RWUFA as soon as  
603 possible after any such recognized need to alter the  
604 calendar arises.

605 2. Holidays

606 MBUs shall be entitled to scheduled University holidays, as  
607 published in the University Calendar. However, MBUs shall be  
608 responsible for teaching their classes scheduled in the evening on  
609 University holidays. Librarians and Counselors shall be required  
610 to work during all faculty vacation periods except as set out in the  
611 Vacation Policy which consists of:

- 612 a. Monthly accrual of vacation leave up to 20 days per year for 12  
613 month MBUs in each of the MBUs first ten years of service.

- 614 b. Monthly accrual increases for MBUs who have completed 10  
615 years of service, starting in their 11<sup>th</sup> year of service through their  
616 20<sup>th</sup> year of service up to 25 days per year for 12 month MBUs.  
617 c. Monthly accrual increases for MBUs who have completed 20  
618 years of service, starting in their 21<sup>st</sup> year of service, up to 30  
619 days per year for 12 month MBUs.  
620 d. 10 month MBUs' leave will accrue at the rate of 10/12ths of the  
621 accrual rate for 12 month MBUs in the appropriate category as  
622 set out above.  
623 e. Part-time MBUs' leave will accrue at the rate of #Hrs per  
624 Week/35ths of the accrual rate based on years of service and 10  
625 or 12 month status.  
626 i. The one current, part-time, ten month Counselor will,  
627 exclusively, be Grandpersoned as to her current, paid time  
628 off of 18.6 days per year, except said time is converted to  
629 her annual vacation account. Should her status change to  
630 greater or lesser hours worked per week, her vacation  
631 account shall thereafter be governed in accordance with the  
632 Librarians' and Grandpersoned Counselors' governing  
633 vacation accrual provision.  
634 f. All annual accrual rates as set out above x 1.5= the maximum  
635 vacation accrual. Once the maximum is reached accrual is halted  
636 until use enables accrual again.  
637 g. Vacation may be scheduled at any time throughout the working  
638 year upon the approval of the MBU's supervisor which may not  
639 be unreasonably denied.

640 3. University Catalog

642 It is the intention of RWU to produce a catalog as often as  
643 necessary to adequately represent the University's programs and  
644 policies. When the catalog is produced, faculty members shall be  
645 consulted regarding the description of courses.

646 J. OFFICE SPACE

- 647 1. Allocation of office space and equipment shall be made by the  
648 Provost and implemented by the appropriate dean. In case of  
649 scarcity of office space, the Provost shall allocate office space to  
650 full-time MBUs based upon length of service at Roger Williams  
651 University provided that the office space requested is vacant.
- 652 2. Each full-time MBU shall be assigned office space which shall  
653 contain a desk with drawer space, a desk chair, a file cabinet, book  
654 space, telephone, computer or access to the university network, and

655 a waste basket. While a full-time MBU is working at a campus  
656 other than the one to which he/she is primarily assigned, he/she  
657 will be provided with space in which to meet with students or  
658 temporarily store educational materials. Secure office space shall  
659 be provided to adjunct teaching faculty so that they will have a  
660 place to meet with their students and store educational materials.

661 3. Each school/college shall be assigned sufficient clerical support  
662 service during the academic year.

663 K. PARKING SPACE

664 RWU shall provide sufficient parking space for each MBU.  
665 MBUs shall abide by RWU's Faculty Parking Regulations. RWU shall  
666 enforce these parking regulations as follows:

- 667 1. All MBUs must park in designated parking spots.
- 668 2. Parking is not permitted in handicapped designated parking unless  
669 the faculty member has handicap plates or permission from the  
670 CHRO.
- 671 3. Current faculty parking stickers must be displayed in order to park  
672 in the faculty parking.
- 673 4. Double parking is not permitted.
- 674 5. Parking tickets must be paid within ten (10) working days.
- 675 6. Towing and storage fees must be paid in order for towed cars to be  
676 released (cars will be towed after three (3) unpaid tickets or if  
677 blocking fire doors, hydrants or other cars).
- 678 7. During the term of this Agreement, RWU will continue to provide  
679 surface parking space without charge for each MBU on the Bristol  
680 Campus and when working at the Metro Center in Providence.

681 L. RIGHTS OF FIRST PRIORITY AND CONSIDERATION

- 682 1. The RWUFA will be notified promptly of all administrative,  
683 faculty and staff vacancies with specifications when, and if, posted.
  - 684 2. Adjunct teaching faculty shall be given consideration in the filling  
685 of teaching vacancies within the University which may occur  
686 within their fields of competence.
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3. MBUs may not bump any faculty member to teach an overload course. An MBU’s right to displace adjunct faculty assigned to teach a course is limited to ensuring that an MBU has a full, standard course load. To achieve this right, and except where and when an adjunct faculty member is hired specifically for his/her discipline expertise and/or specialized delivery of a certain course, adjunct teaching faculty members may be displaced by full-time qualified teaching faculty and full-time, qualified Librarians and Counselors at any time up to sixty (60) days prior to the beginning of the term, or subsequently at any point where a course scheduled for the MBU has been canceled. When such displacement occurs, the applicable dean shall notify the adjunct faculty member in writing within three (3) days of the displacement. The full-time, qualified teaching faculty members or full-time, qualified Librarian’s and Counselor’s course-load shall be determined in accordance with Article VII.A. & L. herein. This right shall be subordinate to the right of the dean(s) of a school or college to select and teach not more than one (1) course per semester, provided that such course shall be selected sufficiently in advance to be included in the published schedule of courses, and in no event shall the right of the deans to teach, reduce the normal load of any member of the bargaining unit who is paid on the basis of Article XIII, A. Salary Program.

One additional course per semester may be taught by deans and other full-time University Administrative Professional Staff if extenuating circumstances warrant, with the approval of the Provost, and after consultation with the affected programs. In no case will the additional course be taught during the dean/staff member’s normal workday, nor will it bump a full-time qualified teaching faculty member from teaching an authorized overload.

In addition to discipline expertise, there are other considerations to determine “qualified faculty” for first priority in teaching. As previously noted, graduate instruction requires a higher level of scholarship than undergraduate instruction. On-line courses, as well as those with a substantial on-line component, such as directed seminars, may require clearly specialized training and competency in appropriate technology tools as well as the unique pedagogy of on-line instruction.

4. Opportunities for Service Releases will be defined and posted to the bargaining unit.

738 M. DEPARTMENT CHAIRS

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1. Purpose and Description

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Chairing an academic department is an administrative responsibility requiring faculty leadership. A department chair reports both to his or her faculty colleagues and to the dean. Chairs are the primary spokespersons for department faculty, staff and students. Chairs also represent the administration to department members at the same time that they articulate the needs of the department to the administration. In this role chairs do more than simply forward information between the administration and department members. Chairs also must interpret information and arguments that accurately reflect the intent of each constituency to the other for the overall purpose of advancing the institutional mission by connecting departmental objectives to those of the school/college and those of the University (*see Hecht, I.W.D. et al. The Department Chair as Academic Leader, 1999, ACE Oryx Press*).

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2. Appointment and Qualifications

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The appointment of department chairs is made by the dean of the school/college after consultation with the faculty members of the respective departments. The dean initiates the appointment process by asking the members of the department to meet and then forward to the dean the names of up to two candidates who are acceptable to the majority of the members of the department. After a review of the candidate(s), the dean may request that the department meet again and forward the names of up to two additional candidates acceptable to a majority of the members of the department. If the dean does not choose a chair from the candidates selected by the department, the dean may announce that the chair will be filled by an external candidate through a faculty search process. In that case or in the case of an unexpected vacancy, the dean may select an interim chair from the faculty of the University for a single one-year term or leave the chair position vacant, at his/her discretion.

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Appointments are for three-year renewable terms. It is understood that chairs serve at the discretion of the dean and may be asked to step down at any time. To the greatest extent possible, chairs will be selected from faculty members who have achieved tenure and advanced rank at Roger Williams University or another accredited institution.

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At the end of each term of appointment the dean shall seek a confidential evaluation of the chair from the members of the department.

776 This evaluation material will be considered before a chairperson is  
777 reappointed for a subsequent term. If at any time the members of the  
778 department, by a two-thirds vote (exclusive of the chair), express their  
779 formal concerns or lack of confidence in the performance of a chairperson,  
780 the dean will meet with the members of the department, without the  
781 presence of the department chair, to discuss their concerns. The dean will  
782 then meet with the department chair to discuss the general nature of the  
783 concerns and any response by the Chair thereto. Within thirty days after  
784 this meeting, the dean will respond in writing to the members of the  
785 department and to the Chair regarding the concerns expressed by the  
786 department and submit a report to the Provost with his/her  
787 recommendation.

### 788 3. Responsibilities and Authority

789 The chief responsibilities of a chairperson are the development and  
790 maintenance of a coherent and effective curriculum; leadership in faculty  
791 deployment, development, and review; and the competent and efficient  
792 management of departmental resources to meet the educational needs of  
793 students in the department's courses and activities. It is understood that  
794 the department is a collaborative unit working with the department chair  
795 under the authority of the dean. Therefore, in many of the tasks identified  
796 below, the chair organizes the work of the faculty of the department rather  
797 than assuming sole professional responsibility.

798 Department Chair duties and responsibilities normally are to:  
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- 800 a. Represent the interests of the department faculty to the dean.
- 801 b. Submit and supervise departmental budgets and administer  
802 expenditures of departmental funds in accordance with protocol set  
803 by the dean.
- 804 c. Balance the workload of department members by: supervising  
805 and approving course schedules and teaching assignments; manage  
806 advising assignments; and coordinate other faculty responsibilities  
807 to the department.
- 808 d. Recommend equipment and supplies for purchase, project  
809 space and equipment needs for the department, and exercise  
810 general responsibility for departmental facilities and equipment.

- 811 e. Prepare, for submission to the dean, descriptions of majors and  
812 courses and other departmentally-related copy for RWU  
813 publications, such as catalogues and promotional brochures.
- 814 f. Recommend major and minor and core requirements to the  
815 appropriate School/Senate committees.
- 816 g. Recruit adjunct faculty members and assign them to  
817 departmental courses and activities.
- 818 h. Encourage effective classroom teaching, including the  
819 application of both innovative and conventional teaching  
820 techniques, and perform periodic classroom visitations.
- 821 i. Encourage faculty research, writing and creative activity,  
822 including representing prioritized initiatives to the dean.
- 823 j. Evaluate full-time faculty and make recommendations  
824 regarding performance driven opportunities.
- 825 k. Conduct regular and special departmental meetings as may be  
826 required.
- 827 l. Assisting with and organize faculty participation in the active  
828 recruitment of students.
- 829 m. Arrange for departmental approval of independent studies,  
830 including tutorials, research projects, and internships.
- 831 n. Encourage a stimulating intellectual climate for students and  
832 faculty in the discipline through such programs as lectures and  
833 presentations of research work.
- 834 o. Assist in the staffing of the department by exhibiting a  
835 leadership role in faculty and staff searches.
- 836 p. Coordinate assessment activities of courses and programs  
837 offered by the department.
- 838 q. Other duties as agreed to by the dean and the chair.

839 4. Compensation of Department Chairperson

840 Each chairperson will receive one (1) three-credit load reduction  
841 per semester and an additional stipend of eight thousand dollars (\$8,000)

842 for occasional summer related chair activities. Additional compensation  
843 may be granted by the dean after consultation with the Provost.

844 N. PROGRAM COORDINATORS and PROGRAM DIRECTORS

845 For the purposes of this Agreement, the titles “Program  
846 Coordinator” and “Program Director” are interchangeable. Whether an  
847 employee is called a Program Coordinator or Program Director is to be  
848 determined by the University after consultation with the employee,  
849 normally at the time of appointment or reappointment. In certain  
850 circumstances within the University, the title “Director” is considered a  
851 managerial title, and an incumbent who carries that title would not be  
852 within the bargaining unit. With regard to the title “Program Director,”  
853 however, if utilized in the context of responsibilities described in this  
854 section, that title would not be considered managerial, but would be within  
855 the RWUFA bargaining unit.

856 A Program Coordinator or Program Director, a member of the  
857 faculty, may serve part-time in a variety of functions within the  
858 University. As the term is used within the bargaining unit, the position  
859 may include responsibilities similar to those of a Department Chairperson.  
860 Alternatively, the position may include a variety of duties related to  
861 specific academic programs or an amalgam of courses that may be within  
862 a discipline or across disciplines. It also may include responsibilities such  
863 as coordination of or related to academic, developmental, administrative  
864 or enrollment management.

865 The specific duties of a Program Coordinator or Program Director,  
866 together with reporting relationships and compensation, shall be specified  
867 in a letter of appointment.

868 Program Coordinators or Program Directors shall serve at the  
869 pleasure of the Dean and may be removed from the position at any time.  
870 They shall be eligible for reappointment by agreement of the University  
871 and the Program Coordinator or Program Director. In the event a Program  
872 Coordinator or Program Director with supervisory duties over members of  
873 the faculty shall have served three consecutive years in his or her position,  
874 the Dean shall seek a confidential evaluation of the Program Coordinator  
875 or Program Director from the then active faculty members teaching within  
876 the Program. This evaluation material will be considered before a  
877 Program Coordinator or Program Director is reappointed to the position.  
878 If at any time the members of the faculty teaching within the Program, by



879 a two-thirds vote (exclusive of the Program Coordinator or Director),  
880 express their formal concerns or lack of confidence in the performance of  
881 the Program Coordinator or Program Director, the Dean will meet with the  
882 faculty within the Program, without the presence of the Program  
883 Coordinator or Program Director, to discuss their concerns. The Dean will  
884 then meet with the Program Coordinator or Program Director to discuss  
885 the general nature of the concerns and any response by the  
886 Coordinator/Director thereto. Within thirty days after the meeting, the  
887 Dean will respond separately and in writing to the faculty in the Program  
888 and to the Program Coordinator or Program Director regarding the  
889 concerns expressed by them and submit a report to the Provost with her or  
890 his recommendation.

891 Compensation for Program Coordinators or Program Directors  
892 shall be established by the University at the time of the appointment or  
893 reappointment of a member of the faculty as Program Coordinator or  
894 Program Director, and shall be based on the assigned part-time workload  
895 of the faculty member as Program Coordinator or Program Director.  
896 Compensation typically will include a stipend and/or course releases.

897 At such time as a Program Coordinator or Program Director  
898 position becomes available, except for reappointment of a then current  
899 Program Coordinator or Program Director, the University shall consult  
900 with the RWUFA President to share a position description prior to inviting  
901 applicants for the position. The position shall be posted to members of the  
902 bargaining unit for 14 calendar days during which time members of the  
903 bargaining unit shall be invited to make application for the position. The  
904 position shall not be filled until the 14 calendar days have expired.

905 O. PROGRAM FACILITATORS

906 The position of Program Facilitator is abolished. Persons currently  
907 employed in such position shall have their titles converted to “Program  
908 Coordinator” and their responsibilities and compensation shall be  
909 established in the manner set forth above.

910 P. CAMPUS ASSIGNMENT AND REIMBURSEMENT OF TRAVEL  
911 EXPENSES

912 To the extent possible, RWU will attempt to minimize the  
913 assignment of full-time MBUs to teach at more than one campus  
914 location on a single day. This undertaking shall not apply with  
915 respect to overload courses.

916 Full-time MBU faculty members who are assigned to teach  
917 a course which is part of their normal load or perform special  
918 academic services at a location removed from the campus of the  
919 University at which they are primarily assigned to work shall  
920 receive mileage and travel expenses consistent with established  
921 University policy.

## 922 ARTICLE VIII

### 923 APPOINTMENT, EVALUATION, REAPPOINTMENT, TENURE WITH PROMOTION

#### 924 A. APPOINTMENTS IN GENERAL

925  
926 Initial faculty appointments shall be issued by the Provost, who shall  
927 routinely consult with and seek recommendations from members of the respective  
928 academic areas through the dean to whose School the appointment will be made.  
929 Unless otherwise impractical, a search committee will be established which shall  
930 include faculty from the respective academic disciplines involved. It is  
931 recognized that the Provost makes the final determination in these matters. The  
932 same general procedures will apply in the case of initial appointments of all  
933 Librarians. The Provost will notify the President of the RWUFA of all  
934 appointments of full-time faculty members and provide copies of all letters of  
935 initial appointment on or before October 1 for fall appointments and March 1 for  
936 spring appointments.

937  
938 Faculty shall be appointed initially to the rank of visiting professor,  
939 assistant professor, associate professor, professor, assistant professor in the  
940 library, associate professor in the library and professor in the library. All initial  
941 offers of employment shall be reduced to writing and shall specify the individual's  
942 conditions of appointment including rank, compensation, area of appointment and  
943 nature of appointment.

#### 944 945 B. CATEGORIES OF FACULTY APPOINTMENTS

##### 946 1. Visiting Appointment

947 Visiting appointments are non-tenure track appointments which may be  
948 made for up to four years to replace faculty members on sabbatical or other  
949 leave or to fill a full-time position on an interim basis. Individuals holding  
950 visiting appointments shall be faculty members, in accordance with provisions  
951 of Article I, and shall have all rights under the Agreement with the exception  
952 that there shall be no expectation of reappointment, or such employment shall  
953 terminate as indicated in their individual letters of appointment. Visiting  
954 appointments shall not be given to individuals who have held full-time

955 appointments at Roger Williams University during the previous five (5)  
956 academic years except for previous service as visiting appointments.  
957 Colleagues from other colleges and universities replacing faculty members of  
958 Roger Williams University under any faculty exchange arrangement shall  
959 receive visiting appointments and shall not be MBUs. Such exchange  
960 arrangements must have the prior approval of the faculty member, the positive  
961 recommendation of the Dean of the appropriate school and the approval of the  
962 Provost, whose decision shall be final. The President of the RWUFA shall be  
963 notified of all visiting appointments. Appointments for less than one (1)  
964 academic semester shall carry no benefits.

965  
966 2. Appointment of Adjunct Faculty

967 Adjunct faculty appointments are term appointments given to faculty  
968 teaching on less than a full-time basis. Adjunct faculty who teach six (6) or  
969 more contact hours in the daytime program per semester shall be MBUs in  
970 accordance with provisions of Article I and shall have all rights specifically  
971 provided under this Agreement for adjunct faculty. Their employment shall  
972 be terminable at will. Such faculty members do not accrue time toward tenure  
973 nor do they qualify for consideration for promotion. RWU will make a  
974 reasonable effort when possible to notify previously scheduled adjunct faculty  
975 of changes in their assignment within a reasonable time after learning of such  
976 changes.

977  
978 3. Appointment of Probationary Faculty

979 Probationary appointments are tenure track appointments given to those  
980 full-time faculty members who are expected to apply for a position with  
981 tenure upon successful completion of the requirements for tenure. Except as  
982 provided below, the first six (6) years of full-time employment for tenure  
983 track faculty members shall constitute a probationary period. Initial year  
984 employment for one (1) semester or less will not count toward the  
985 probationary period. However, newly appointed faculty members with prior  
986 full-time tenure track experience at another accredited college or university  
987 may be granted, at the discretion of the Provost at the time of initial  
988 appointment, up to three (3) years credit for that prior experience toward  
989 eligible service for tenure with promotion. Any credit for prior experience  
990 which is allowed must be documented in writing in the faculty member's  
991 initial appointment letter or it will be deemed that no such credit was given.  
992 Time under a visiting appointment shall be counted toward tenure, if  
993 continuous, at the discretion of the Provost, and included in the probationary  
994 letter of appointment.

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Probationary appointees are subject to the reappointment procedures outlined in this Article. During any probationary year employment may be terminated by the Provost, who will state the reason(s) for termination in writing. The reason(s) for termination may not be arbitrary or capricious.

4. Appointment of Tenured Faculty

Tenured appointments are continuous appointments given to those full-time faculty members who have applied for and received tenure pursuant to this Article. Tenured appointments are entitled to appointment renewal unless separated pursuant to the provisions of this Agreement.

5. Executive Appointment of Faculty

Nothing in this Agreement should be construed to prohibit the appointment to the faculty of an individual of exceptional talent or accomplishment, who does not meet all the stated criteria by the President of the University.

C. APPLICABLE EVALUATION CRITERIA FOR FACULTY

1. In General

Assessment of the general abilities of individual faculty members shall be in relation to his or her specific discipline, program, or duties, and to the needs and interests of RWU. This process may involve classroom visitation and is not limited to consultation with faculty members of the program, college or school, with students in his or her courses and with any other pertinent individual possessing knowledge of his or her performance. The faculty member, other faculty members in the academic unit, current and/or former students, external peers recognized as experts in the discipline, the dean and Provost may be consulted for input during the evaluation process.

Documented excellence in teaching remains the primary criterion for awarding reappointment, tenure with promotion. Discipline appropriate professional activities including, but not limited to, the traditional notions of scholarship, are needed to inform teaching, meet accreditation requirements or advance one's discipline. Such activities form an important criterion for evaluation. RWU recognizes that professional activities might include the multiple forms of scholarship articulated by Ernest Boyer in *Scholarship*

1033 *Reconsidered: Priorities for the Professoriate* and by Charles Glassick et al.  
1034 in *Scholarship Assessed: An Evaluation of the Professoriate*.

1035

1036 Other criteria also enter into the evaluation process. These may include,  
1037 but are not limited to, academic advisement, program development, and  
1038 institutional and/or community service directly related to the Mission of the  
1039 University.

1040

1041 Roger Williams University is a student-centered teaching institution.  
1042 Accordingly, the primary responsibility of faculty is teaching and the primary  
1043 evaluation requirement is effectiveness in teaching. While all faculty are  
1044 expected to maintain a program of discipline appropriate professional  
1045 activities (especially as they inform and enrich teaching), a “publish or perish”  
1046 atmosphere is not intended. Therefore, the current evaluative criteria  
1047 regarding professional activities, as set forth herein, may be satisfied in a  
1048 variety of ways for purposes of reappointment, promotion, tenure or post-  
1049 tenure review.

1050

1051 External expert validation of the professional merit of these various  
1052 activities when applicable is required.

1053

1054 In addition, it is recognized that all the evaluation criteria set forth above  
1055 do not apply to all faculty members in all disciplines because of the  
1056 non-traditional nature of their assignments as faculty. It is also recognized  
1057 that individual, specific criteria differ in importance within schools and  
1058 departments due to accreditation requirements and the strategic initiatives of  
1059 the University. The degree and quality of participation will determine the  
1060 overall contribution a faculty member has made to students, their department,  
1061 their school/college and the University.

1062

1063 To prepare for a comprehensive evaluation a faculty member must prepare  
1064 a Comprehensive Self-Study that addresses the faculty member’s  
1065 effectiveness in the following three categories:

1066

- 1067 a. Teaching, including advising;
- 1068 b. scholarship; and
- 1069 c. service.

1070

1071 The self-study should be submitted to the respective dean by October 1st  
1072 of the year of a scheduled comprehensive review. Specific guidelines for the  
1073 content of the self-study are found in Appendix E.  
1074

1075 Evaluation criteria are described in detail below.  
1076

1077 The following criteria may be considered for decisions regarding  
1078 performance assessment of probationary and tenured teaching appointees.  
1079 Faculty members are, however, expected to take part in as many activities as  
1080 mentioned below as appropriate. These activities illustrate the wide range of  
1081 areas from which faculty members demonstrate qualifications for  
1082 reappointment, promotion, or tenure. It is recognized that not all of the  
1083 following items apply to all faculty being evaluated. Other relevant criteria  
1084 may be added as appropriate.  
1085

1086 With respect to tenured faculty members, the appropriate dean and the  
1087 faculty member shall meet and discuss the criteria which will be utilized  
1088 during the evaluative process three years before the evaluation year. With  
1089 respect to probationary faculty members, at the beginning of their first year  
1090 the appropriate dean and the probationary faculty member shall meet and  
1091 discuss the criteria which will be utilized during the cumulative evaluative  
1092 process. If changes occur in these criteria, the appropriate dean will notify the  
1093 probationary faculty member. The results of any meeting under this paragraph  
1094 shall be reduced to writing and provided to the faculty member within fifteen  
1095 (15) working days from the date of the meeting.  
1096

## 1097 2. Effectiveness in Teaching, Including Advising

1098 The quality of the University is linked directly to the quality of its teachers  
1099 and to their instruction. The University acknowledges and celebrates the  
1100 faculty of the University as being at the heart of the learning environment at  
1101 the institution. The styles of good teaching vary widely. Each faculty  
1102 member is free to use any generally accepted pedagogical approach within the  
1103 practices accepted in his/her respective discipline. These styles can range from  
1104 formal lectures to independent study to discussion-based pedagogy to online  
1105 delivery. The list that follows is intended to offer examples of the activities  
1106 that might be used as evidence of effective teaching, including advising. Not  
1107 all of these activities are required to make such a case. Effective teaching  
1108 may be demonstrated in a variety of ways, which include, but are not limited  
1109 to, the following:  
1110

- 1111 a. The faculty member's self-assessment illustrating continuous refinement  
 1112 of skills in teaching and in motivating and/or facilitating student learning.  
 1113 The self-assessment should include the method of self-evaluation.  
 1114 b. Course syllabi stating course and lesson learning outcomes; evidence that  
 1115 these outcomes are communicated to students, and that course content and  
 1116 assignments are designed to accomplish course learning outcomes. Course  
 1117 syllabi should clearly describing examination and homework policies,  
 1118 grading standards, student accessibility policy and attendance policy.  
 1119 c. Formal or informal peer reviews, including classroom visits from peers,  
 1120 department chairs, and/or deans indicating assessment of the faculty  
 1121 member's ability to stimulate the interest of students, evoke their  
 1122 responses, and involve them in the learning process.  
 1123 d. Student course surveys indicating student assessment of their learning.  
 1124 RWU acknowledges that it considers the student course surveys to be only  
 1125 one source of information about the faculty member's effectiveness in  
 1126 teaching, among several other sources. The University shall not deny a  
 1127 faculty member tenure, reappointment or promotion, or give a negative  
 1128 evaluation based solely on scores or comments in student surveys.  
 1129 e. Documentation of pedagogical achievements such as newly developed  
 1130 instructional methods or technologies, descriptions of new assessment  
 1131 methods, or participation in teaching and pedagogy workshops or  
 1132 conferences.  
 1133 f. The faculty member's willingness to supervise independent or external  
 1134 studies, graduate thesis, student research projects, or academic student  
 1135 organizations.  
 1136 g. Evidence of the faculty member's commitment to student mentoring and  
 1137 effectiveness in advising such as: remaining in regular contact with  
 1138 advisees, writing letters of recommendation, providing guidance and  
 1139 accurate information about academic progress and, where applicable,  
 1140 providing guidance about graduate study and career preparation.  
 1141 h. Participating in professional development activities designed to enhance  
 1142 the faculty member's advising skills.

1143  
 1144 3. Effectiveness in Scholarship

1145 RWU endorses a broad view of scholarship and recognizes that  
 1146 professional activities might include the multiple forms of scholarship  
 1147 articulated by Ernest Boyer in *Scholarship Reconsidered: Priorities for the*  
 1148 *Professoriate* and by Charles Glassick et al. in *Scholarship Assessed: An*  
 1149 *Evaluation of the Professoriate*.

1150

1151 In addition, it is recognized that individual, specific criteria differ in  
1152 importance within schools and departments due to accreditation requirements  
1153 and the strategic initiatives of the University. The degree and quality of  
1154 participation will determine the overall contribution a faculty member has  
1155 made to students, their department, their school/college and the University.  
1156

1157 Effectiveness in scholarship may be demonstrated in a variety of ways,  
1158 which may include, but are not limited to, evidence of the following:  
1159

- 1160 a. Publications in peer-reviewed professional journals and refereed  
1161 conference publications.
- 1162 b. Scholarly work prepared and submitted for publication (to include musical  
1163 compositions, recitals and theatrical performances). Juried activities  
1164 should be noted.
- 1165 c. Academic presentations, exhibitions, and creative performances
- 1166 d. Academic articles published in periodicals for general audiences.
- 1167 e. Published reviews of academic publications.
- 1168 f. Speaking engagements before professional audiences.
- 1169 g. Award of external grants for scholarly activity, especially that which  
1170 involves undergraduate student participation.
- 1171 h. Grant writing and submission.
- 1172 i. Substantive participation at professional meetings and conferences.
- 1173 j. Completion of discipline-related or interdisciplinary professional  
1174 workshops and short courses.
- 1175 k. Professional involvement with the community.
- 1176 l. Externally recognized research with undergraduate students.
- 1177 m. External consulting or performance activities in the discipline.

1178  
1179 4. Effectiveness in Service

1180 This criterion relates to service activities that relate to the advancement of  
1181 the University's mission and to the candidate's discipline, profession and  
1182 wider community. RWU recognizes that the nature and degree of service  
1183 performed by each faculty member will necessarily differ and will depend  
1184 upon the particular needs of the faculty member's school/college, the strategic  
1185 initiatives of the University, the faculty member's discipline or professional  
1186 community and the faculty member's areas of interest, expertise or talent.  
1187

1188 Effectiveness in service may be demonstrated in a variety of ways which  
1189 may include, but are not limited to, evidence of the following:  
1190



- 1191 a. Contribution associated with service on departmental, school or university  
1192 committees, task forces and advisory groups.  
1193 b. Contributions associated with service on University governance such as  
1194 the Faculty Senate and/or the RWUFA.  
1195 c. Participation in student recruiting activities such as Open Houses and  
1196 Accepted Students' Days.  
1197 d. Receiving awards, grants, honors or other recognition of service.  
1198 e. Leadership and service to student organizations.  
1199 f. Participation in fund-raising, alumni and community relations events.  
1200 g. Participation in program assessment activities and ensuing activities  
1201 designed to refine and improve program quality.  
1202 h. Participation in activities designed to improve course instruction as a  
1203 result of course assessment.  
1204 i. Development and delivery of new courses or program-related activities.  
1205 j. Development of new programs or minors.  
1206 k. Service as a judge of artistic or scholarly works.  
1207 l. Organizing professional workshops and training sessions.  
1208 m. Leadership roles in professional associations such as AACSB or AAC&U.  
1209 n. Consulting work and other professional activities to benefit the discipline,  
1210 the profession, the academy, or the wider community.  
1211 o. Development and/or implementation of community-based learning (or  
1212 service-learning) opportunities.  
1213 p. Volunteer service to the local community that enhances the relationship  
1214 between the University and the community and demonstrates the faculty  
1215 member's commitment to the RWU core value of service.  
1216

1217 Each faculty member must place the evidence for his/her professional  
1218 activities in the context of current practices in the field. The University  
1219 acknowledges that such activities have many different forms that must be  
1220 evaluated in the context of individual disciplines and accrediting bodies within  
1221 those disciplines.

1222 D. APPLICABLE EVALUATION CRITERIA FOR LIBRARIANS AND  
1223 TENURED PSYCHOLOGICAL COUNSELORS

1224

1225 1. In General

1226 The following criteria may be considered for decisions regarding  
1227 performance assessment of probationary and tenured librarians and tenured  
1228 psychological counselors. This list is meant to be suggestive of the many  
1229 ways in which the MBU can establish effectiveness. These activities

1230 illustrate the wide range of areas from which librarians and psychological  
1231 counselors may demonstrate qualifications for reappointment, promotion or  
1232 tenure. It is recognized that not all of the following items apply to all  
1233 librarians and psychological counselors being evaluated. Other relevant  
1234 criteria may be added as appropriate.

1235  
1236 With respect to tenured librarians and tenured psychological counselors,  
1237 the appropriate dean and the librarian or psychological counselor shall meet  
1238 and discuss the criteria which will be utilized during the evaluative process  
1239 three years preceding the evaluation year. These criteria shall not be in  
1240 conflict with those in the librarian's or psychological counselor's initial letter  
1241 of appointment.

1242  
1243 With respect to probationary librarians, at the beginning of their first year  
1244 the appropriate dean and the probationary librarian shall meet and discuss the  
1245 criteria which will be utilized during the evaluative process. If there any  
1246 changes in these criteria, the appropriate dean will notify the probationary  
1247 librarian.

1248  
1249 The results of any meetings under this paragraph shall be reduced to  
1250 writing and provided to the librarian or psychological counselor within  
1251 fifteen (15) working days.

1252

## 1253 2. Professional Competence and Program Development

1254 This may be demonstrated in a variety of ways, which include, but are not  
1255 limited to, the following:

1256

1257 a. Current knowledge of librarianship or psychological counseling.

1258

1259 b. The ability to work with students, faculty members and other staff to  
1260 provide the services of the University's libraries or Counseling Center.

1261

1262 c. Continued assessment, development and refinement of major areas of  
1263 responsibility.

1264

1265 d. Current knowledge and competency in existing and developing  
1266 appropriate technologies.

1267

1268 e. Ability to stimulate the interest of students, evoke their responses and  
1269 involve them in learning.

- 1270
- 1271 f. Participation in workshops which develop professional skills.
- 1272
- 1273 g. Involvement in school or University-wide work on curricular reform.
- 1274
- 1275 h. Mentoring undergraduate research.
- 1276
- 1277 i. Innovative use of technology.
- 1278
- 1279 j. Participation in the general education initiatives of the University.
- 1280
- 1281 k. Demonstration of concern for the well-being of students.
- 1282
- 1283 l. Putting knowledge into practice through service learning or community
- 1284 development.
- 1285
- 1286 m. Demonstrating initiative in working with freshmen seminars, living
- 1287 learning environments, information commons and other best practices.
- 1288
- 1289 n. Effective professional performance.
- 1290
- 1291 o. Effective communication and interaction with colleagues in order to meet
- 1292 the Library's or Counseling Center's objectives.
- 1293
- 1294 3. Effectiveness in Scholarly, Professional and/or Creative Activities
- 1295 This may be demonstrated in a variety of ways, which include, but are not
- 1296 limited to, the following:
- 1297
- 1298 a. Maintaining continued professional development.
- 1299
- 1300 b. Peer-reviewed scholarship.
- 1301
- 1302 c. Presentations at conferences.
- 1303
- 1304 d. Speaking engagements.
- 1305
- 1306 e. Media commentary.
- 1307
- 1308 f. Grant writing and submission.
- 1309

- 1310 g. Interdisciplinary study.  
1311  
1312 h. Attendance and substantive participation at professional meetings and  
1313 conferences.  
1314  
1315 i. Leadership in professional associations.  
1316  
1317 j. Professional involvement with the community.  
1318  
1319 k. Significant work in developing the Learning Commons.  
1320  
1321 l. Engaging in research or advanced study.  
1322  
1323 m. Publishing books, articles, reviews or critiques.  
1324  
1325 n. Conducting workshops, consulting professionally or professionally-related  
1326 lecturing off-campus.  
1327  
1328 4. Effectiveness in Institutional and/or Community Service  
1329 This may be demonstrated in a variety of ways, which include, but are not  
1330 limited to, the following:  
1331  
1332 a. Service on departmental or University committees.  
1333  
1334 b. Participation in curriculum changes or assessment.  
1335  
1336 c. Participation in student recruiting.  
1337  
1338 d. Grant writing and submission.  
1339  
1340 e. Maintaining positive relationships with colleagues and students.  
1341  
1342 f. Engaging in useful services to members of the community.  
1343  
1344 g. Receiving awards, grants, honors or other recognition of service work.  
1345  
1346 h. Performing off-campus, professionally-related service work.  
1347  
1348 i. Leadership and service to student organizations.  
1349

1350 j. Service on appointed task forces and advisory groups.

1351

1352 k. Participation in fund-raising, alumni and community relations events.

1353

1354 Librarians and Psychological Counselors must place the evidence for their  
1355 professional activities in the context of current practices in their field. The  
1356 University acknowledges that such activities have many different forms that  
1357 must be evaluated in the context of individual disciplines and accrediting  
1358 bodies within those disciplines.

1359

1360 E. PROCESS OF EVALUATION OF PERFORMANCE OF PROBATIONARY  
1361 FACULTY

1362 1. Description, Nature and Purpose of Evaluations of Probationary Faculty in  
1363 General

1364 It is understood under this Agreement that there will be comprehensive  
1365 peer reviews of faculty members who serve in tenure track (probationary)  
1366 faculty positions. Probationary faculty members shall undergo three types of  
1367 performance evaluations: non-comprehensive, pre-tenure comprehensive and  
1368 tenure comprehensive. Each of these types is described below.

1369

1370 Evaluations shall be conducted in accordance with this Article. The  
1371 purposes of the evaluation system described herein are to help faculty  
1372 members to improve their professional performance; and to provide a basis for  
1373 decisions as to reappointment, and decisions as to tenure with promotion.

1374 Each of the comprehensive evaluations will include peer reviews. In the  
1375 case of the pre-tenure comprehensive review (as well as the post-tenure  
1376 review), the peer evaluation component will be conducted by a school-based  
1377 committee termed the "School Faculty Review Committee" (SFRC), the  
1378 composition of which is described herein. (See Article VIII.I.) In the case of  
1379 the evaluation for tenure with promotion, the peer evaluation component will  
1380 be undertaken by a University-wide committee termed the "University Faculty  
1381 Review Committee" (UFRC), the composition of which also is described  
1382 herein. (See Article VIII.J)

1383

1384 The University shall be responsible for ensuring the standards and  
1385 carrying out the procedures described in this Article.

1386

1387 Evaluations of probationary faculty members will be conducted and  
1388 scheduled consistent with the following schedule, which is based upon date of  
1389 hire:

1390

Years to Tenure	Evaluation Type	Year of Employment
6	Non-Comprehensive	1,2
	Pre-Tenure Comprehensive	3
	Non- Comprehensive	4,5
	Tenure Comprehensive	6*
5	Non- Comprehensive	1,2
	Pre-Tenure Comprehensive	3
	Non- Comprehensive	4
	Tenure Comprehensive	5*
4	Non-Comprehensive	1,2
	Pre-Tenure Comprehensive	3
	Tenure Comprehensive	4*
3	Non- Comprehensive	1,2
	Tenure Comprehensive	3*
*Tenure Decision		

1391

1392

For details of each form of evaluation described in the above schedule, see below.

1393

1394

1395

2. Non-Comprehensive Review of Probationary Faculty

1396

a. Purpose of Non-Comprehensive Review

1397

The purpose of the non-comprehensive review is to provide an opportunity for non-tenured tenure track faculty to inform the Dean, in summary form, of her or his professional accomplishments achieved during the previous year and to permit the Dean to respond and help guide the faculty member with respect to her or his future development in teaching, scholarship and service.

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b. Summary Self-Study Requirement

1405 Each year prior to the tenure with promotion review by the UFRC,  
1406 except for the year in which the pre-tenure comprehensive review  
1407 described herein is undertaken by the SFRC, the faculty member shall  
1408 complete a summary self-study in the form set forth in Appendix E in  
1409 which he or she briefly describes his or her professional activities in the  
1410 areas of teaching, scholarship and service during the prior year. The short  
1411 self-study and the faculty member's current curriculum vitae and  
1412 supporting material shall be delivered to the Dean on or before June 1.

1413

1414

c. Process of Evaluation

1415

1. Role of the Dean

1416

The summary self-study and the faculty member's current  
1417 curriculum vitae shall be delivered to the Dean on or before June 1.  
1418 The Dean shall provide an appropriate report in writing to the faculty  
1419 member by July 17. The report may identify any concerns the Dean  
1420 may have with respect to the faculty member's progress toward tenure  
1421 with promotion and offer suggestions to address these concerns. The  
1422 faculty member may provide a written response to the report of the  
1423 Dean on or before July 31. The Dean shall send a copy of his or her  
1424 report, together with the faculty member's response, if any, to the  
1425 Provost. The Provost will receive the documents and will prepare a  
1426 report by August 15 to the faculty member and the Dean only if the  
1427 Dean has recommended non-reappointment of the faculty member.

1428

1429

2. Student Course Surveys & Classroom Observations

1430

The Dean may consider the results of student course surveys and  
1431 the result of classroom observations. See Article VIII.L.5&6.

1432

1433

d. Schedule of Non-Comprehensive Review Summarized

1434

1435

June 1 Faculty submits materials

1436

July 17 Dean issues report

1437

July 31 Faculty deadline for submitting written response

1438

Aug. 15 Provost issues report (required only in case where Dean  
1439 recommends non-renewal)

1440

1441

3. Pre-Tenure Comprehensive Review of Probationary Faculty

1442

a. Purpose of Comprehensive Pre-Tenure Review of Probationary Faculty

1443

It is understood under this Agreement that there will be  
1444 comprehensive peer reviews of full-time MBUs (hereinafter referred to as

1445 “faculty members”) who serve in tenure track faculty positions. The pre-  
1446 tenure comprehensive review (which will be the only comprehensive  
1447 review of the performance of the faculty member between the date of hire  
1448 and tenure with promotion review) will take place in accordance with the  
1449 schedule set forth in this Agreement, and will be conducted by the School  
1450 Faculty Review Committee (SFRC). If a faculty member subsequently  
1451 becomes eligible for consideration for tenure and/or promotion, additional  
1452 peer review or reviews will be conducted at that time by the University  
1453 Faculty Review Committee (UFRC).

1454 The purpose of the pre-tenure comprehensive review, to be  
1455 conducted prior to the scheduled tenure review, is to evaluate the progress  
1456 made to that point by a non-tenured tenure track faculty member for the  
1457 purpose of providing advice to the faculty member as to whether he or she  
1458 has achieved acceptable standards of performance with respect to each of  
1459 the three areas of evaluation – teaching, scholarship and service – and also  
1460 to provide guidance as to what areas of improvement would be expected  
1461 over the period of reappointment if reappointment is granted by the  
1462 University.

1463

1464 b. Detailed Self-Study Requirement

1465 The self-study shall be submitted by the faculty member to the  
1466 SFRC no later than October 1 of the year of evaluation. The faculty  
1467 member’s self-study shall be deemed complete when submitted, and the  
1468 supporting evidence shall not be augmented except in the case of  
1469 supporting evidence which was not available to the faculty member at the  
1470 time of the original submission or as provided for in the written response  
1471 to the Dean and the Provost.

1472

1473 In the event the faculty member submits material to the Dean that  
1474 has not previously been provided to the SFRC, the faculty member shall  
1475 simultaneously deliver a copy of such material to the SFRC. The SFRC  
1476 may, at its option, as a result of the submission, reconsider its evaluation  
1477 and so advise the Dean.

1478

1479 The form and content of the self-study report is set forth in  
1480 Appendix E to this Agreement.

1481

1482 c. Process of Evaluation

1483 1. Role of the School Faculty Review Committee (SFRC)



1484                   The pre-tenure comprehensive review will be conducted by the  
1485 appropriate School/College Faculty Review Committee (SFRC).  
1486 Deliberations of the SFRC are held to be confidential. The report of  
1487 the SFRC will be in writing and will include an evaluation of the  
1488 faculty member's professional accomplishments and a description of  
1489 any improvements expected if reappointment is granted and provided  
1490 the faculty member applies for tenure with promotion. The written  
1491 report shall be provided to the faculty member and the Dean on or  
1492 before December 15, and the faculty member shall have 14 calendar  
1493 days within which to submit to the Dean a written response to the  
1494 SFRC report.

1495  
1496                   The pre-tenure comprehensive review will be conducted by the  
1497 SFRC and will be based on a self-study, described in Appendix E, to  
1498 be submitted by the faculty member to the SFRC no later than October  
1499 1 of the year of evaluation.

1500  
1501                   2. Role of the Dean

1502                   The Dean shall review all of the material available including, but  
1503 not limited to, the report from the SFRC, and prepare a Dean's  
1504 Evaluation Report, delivered to the faculty member on or before  
1505 February 1. The Dean's Evaluation Report may vary in form and will  
1506 address the faculty member's effectiveness in the three categories of  
1507 evaluation and give the Dean's recommendation regarding continued  
1508 employment of the faculty member. The faculty member shall have an  
1509 opportunity to respond in writing to the Dean's Evaluation Report  
1510 within 14 calendar days. The Dean shall then submit his or her  
1511 Evaluation Report and recommendation for continued employment in  
1512 writing to the Provost, along with any response made by the faculty  
1513 member.

1514  
1515                   3. Role of the Provost

1516                   The Dean's Report, together with materials provided by the faculty  
1517 member, the SFRC report and the faculty member's response to the  
1518 Dean's Evaluation Report (if any), shall be forwarded to the Provost  
1519 by February 15.

1520                   The Provost shall undertake an independent review and shall  
1521 provide a report to the faculty member, on or before March 15,  
1522 containing an evaluation of the faculty member's professional  
1523 performance to date and shall include the report of the SFRC and the

1524 Dean as well as the responses, if any, from the faculty member. The  
1525 Provost, using his or her academic and managerial judgment, shall  
1526 make a determination as to whether to reappoint the faculty member.

1527 4. Classroom Observations & Student Course Surveys

1528 The SFRC, Dean and Provost may consider the results of student  
1529 course surveys and the result of classroom observations. See Article  
1530 VIII.L.5&6.

1531

1532 d. Schedule of Pre-Tenure Comprehensive Review Summarized

1533

1534 Oct. 1 Faculty member submits materials

1535 Dec. 15 SFRC issues report

1536 Dec. 29 Faculty deadline for submitting written response

1537 Feb. 1 Dean issues report

1538 Feb. 15 Faculty deadline for submitting written response

1539 Mar. 15 Provost issues report

1540

1541

1542 F. PROCESS OF EVALUATION OF QUALIFICATIONS FOR  
1543 CONSIDERATION FOR TENURE WITH PROMOTION

1544

1545 1. Description, Nature and Purpose of Evaluations for Tenure with Promotion in  
1546 General

1547 a. Teaching, Scholarship and Service

1548 Each candidate for tenure with promotion shall be evaluated for  
1549 effectiveness in teaching, scholarship and service as hereinafter defined.

1550

1551 2. Criteria for Eligibility for Tenure

1552 A tenured faculty member is one who demonstrates superior teaching  
1553 skills, a commitment to working with students, a solid command of her or his  
1554 discipline and whose performance meets or exceeds the evaluative criteria in  
1555 this Article. The award of tenure is both a measure of esteem and recognition  
1556 of academic freedom.

1557

1558 Tenure is granted only by specific action. Tenure cannot be granted by  
1559 error or inaction.

1560

1561 Quotas for faculty under consideration for tenure will not be applied  
1562 during the term of this Agreement.

1563

1564 3. Promotion from Assistant Professor to Associate Professor

1565 An assistant professor is a probationary, full-time, faculty member  
1566 who holds a terminal degree from a nationally or regionally accredited  
1567 institution of higher education or internationally renowned institution of  
1568 higher education or equivalent professional attainment and who, as  
1569 determined by the Provost or designee, is qualified and best meets the  
1570 needs of the University.

1571

1572 An assistant professor may not be considered for promotion only to  
1573 associate professor prior to the end of his or her probationary period. He  
1574 or she shall apply for tenure with promotion in the final year of his or her  
1575 probationary period provided he or she:

1576

1577 1. has a terminal degree from a nationally or regionally accredited  
1578 institution of higher education or internationally renowned institution  
1579 of higher education in the academic or professional discipline to be  
1580 taught or equivalent professional attainment showing marked ability or  
1581 potential as a higher education teaching professional;

1582

1583 2. has a minimum of three (3) years of experience as assistant professor  
1584 at an accredited institution of higher education, or has satisfied the  
1585 requirements specified in his or her employment contract; and

1586

1587 3. has demonstrated superior performance in teaching effectiveness,  
1588 scholarship and service as set forth in Article VIII.L as documented in  
1589 the individual's comprehensive evaluation, and other relevant materials  
1590 if allowed by the faculty member and submitted by the faculty  
1591 member.

1592

1593 A faculty member being considered for promotion to associate  
1594 professor and tenure shall either receive both tenure with promotion or  
1595 neither.

1596

1597 4. Promotion from Assistant Professor in the Library to Associate Professor  
1598 in the Library

1599 An assistant professor in the library is a probationary full-time faculty  
1600 member who holds a Master of Library Science degree from an institution  
1601 accredited to grant such degrees by the American Library Association and  
1602 who, as determined by the Provost or his or her designee, is qualified and best  
1603 meets the needs of the University.

1604  
1605 An eligible assistant professor in the library may be recommended for  
1606 promotion to associate professor in the library if he or she simultaneously  
1607 applies for both tenure with promotion in the final year of his or her  
1608 probationary period and he or she:

- 1609
- 1610 a. has the degree of Master of Library Science from an institution accredited  
1611 to grant such degrees by the American Library Association;
  - 1612
  - 1613 b. has a minimum of three (3) years of full-time experience as an assistant  
1614 professor in the library (or equivalent) at an accredited institution of  
1615 higher education; and
  - 1616
  - 1617 c. has demonstrated superior performance in librarianship and has made  
1618 distinctive contributions in professional and/or creative activity and  
1619 institutional/public service as documented in the individual's  
1620 comprehensive evaluations.
  - 1621

1622 5. Comprehensive Review

1623 a. Purpose of Comprehensive Review for Tenure with Promotion

1624 The purpose of the tenure/promotion comprehensive review is to  
1625 evaluate a faculty member with respect to each of the three areas of  
1626 evaluation (teaching, scholarship and service) and to provide a  
1627 recommendation based on the evaluation as to whether the faculty member  
1628 should be awarded tenure and/or promotion.

1629

1630 b. Detailed Self-Study Requirement

1631 The comprehensive tenure/promotion review will be conducted by  
1632 the University Faculty Review Committee (UFRC) and will be based on a  
1633 self-study, described in Appendix E, to be submitted by the faculty  
1634 member to the Dean no later than October 1 of the year of evaluation, and  
1635 shall be forwarded by the dean to the UFRC. The faculty member's self-

1636 study shall be deemed complete when submitted, and any supporting  
1637 evidence shall not be augmented, except in the case of supporting  
1638 evidence which was not available to the MBU at the time of the original  
1639 submission or as provided for in the written response to the Dean and the  
1640 Provost.

1641

1642 c. Availability of Pre-Tenure Comprehensive Review Report of SFRC

1643 In addition to the self-study prepared by the candidate for tenure  
1644 with promotion, the UFRC will have access to and shall consider the  
1645 report the SFRC prepared for the candidate as a result of the pre-tenure  
1646 comprehensive review.

1647

1648 d. Process of Evaluation

1649 The UFRC shall also consider the reports and recommendations of  
1650 the SFRC and the Dean conducted during the faculty member's pre-tenure  
1651 reviews to determine whether she or he has properly addressed any noted  
1652 areas of suggested improvement set forth in those reports. If evaluation  
1653 criteria are changed in a successor collective bargaining agreement within  
1654 the two-year period prior to tenure with promotion evaluation, a tenure  
1655 with promotion candidate may, at his or her request, be evaluated by the  
1656 criteria in effect during the year of the candidate's most recent  
1657 comprehensive pre-tenure review. Such a request must be submitted in  
1658 writing as part of the tenure with promotion application.

1659

1660 The report by the UFRC will be provided to the faculty member on  
1661 or before February 28, and he or she shall have 14 calendar days from  
1662 receipt in which to respond in writing. The report of the UFRC will be in  
1663 writing and will include an evaluation of the faculty member's  
1664 professional accomplishments and a recommendation as to whether the  
1665 faculty member should be awarded tenure and/or promotion.

1666

1667 The evaluation report of the UFRC shall be detailed and in writing  
1668 and shall be delivered to the Provost and the President together with any  
1669 statement that is received from the faculty member.

1670

1671 e. Role of the University Faculty Review Committee (UFRC)

1672 The peer review component of qualifications for tenure/promotion  
1673 shall be undertaken by the University Faculty Review Committee (UFRC),  
1674 consisting of tenured faculty members selected as hereinafter set forth.

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- f. Role of the Dean  
The Dean of the School or Schools in which the faculty member is employed shall provide a written evaluation report and recommendation to the UFRC and will include, in addition to his or her evaluation of the faculty member’s professional competency and accomplishments, a recommendation regarding tenure with promotion. The report and recommendation of the Dean shall be addressed to the UFRC and the faculty member on or before November 30, and the faculty member may respond in writing within 14 calendar days.
- g. Role of the Provost  
The report and recommendation of the Provost shall be delivered to both the UFRC and the President on or before April 30; and if the Provost’s recommendation as to whether the faculty member should be awarded tenure or promotion differs from that of the UFRC, the UFRC may, but is not required to, review and reconsider its earlier recommendation and provide a supplemental statement to the President within 14 calendar days.
- h. Role of the President and Board of Trustees  
The President, using his or her academic and managerial judgment, shall make a determination as to whether to grant tenure and/or promote the faculty member. It is understood that the President and, when applicable, the Board of Trustees, have the authority to make all final decisions with respect to tenure with promotion.
- i. Classroom Observation & Student Course Surveys  
The UFRC, Dean, Provost and President may consider the results of student course surveys and the result of classroom observations. See Article VIII.J.6&7 for content of student course surveys and nature of classroom observations by Deans, Department Chairpersons or Program Coordinators/Directors, if appropriate.
- j. Schedule of Tenure with Promotion Comprehensive Review
  - Oct. 1 Faculty submits materials
  - Nov. 30 Dean issues report
  - Dec. 14 Faculty deadline for submitting written response
  - Feb. 28 UFRC issues report
  - Mar. 14 Faculty deadline for submitting written response

1716	April 30	Provost issues report
1717	May 14	Faculty deadline for submitting written response (in event
1718		of appeal)
1719	May 14	UFRC deadline for issuing supplemental statement (in
1720		event of appeal)
1721	June 15	President issues report (in event of appeal)
1722		

1723 k. Relationship between Reappointment and Tenure with Promotion

1724 Reappointment as a probationary full-time faculty member  
 1725 demonstrates that he or she is performing sufficiently, as determined by  
 1726 the Provost, for continued employment as of the date of the evaluation.  
 1727 However, such reappointment is not a guarantee of continued  
 1728 employment, reappointment, tenure with promotion. Evaluation for tenure  
 1729 with promotion is a cumulative process. The evaluation of a full-time  
 1730 faculty member for tenure with promotion determines whether he or she  
 1731 has demonstrated a level of performance in the three (3) categories of  
 1732 evaluation described above warranting tenure with promotion. Tenure  
 1733 with promotion decisions are made by the officer of the University  
 1734 designated herein.  
 1735

1736 G. PROCESS OF EVALUATION OF PERFORMANCE FOR TENURED  
 1737 FACULTY

1738 1. Promotion from Associate Professor to Professor

1739 An associate professor is a full-time faculty member who holds a  
 1740 terminal degree from a nationally or regionally accredited institution of  
 1741 higher education or internationally renowned institution of higher  
 1742 education or equivalent professional attainment and who, as determined by  
 1743 the President of the University or his or her designee, is qualified and best  
 1744 meets the needs of the University. If an associate professor does not  
 1745 already hold a tenured appointment, then he or she cannot apply for  
 1746 promotion to professor unless he or she simultaneously submits an  
 1747 application for tenure in the final year of his or her probationary period.  
 1748

1749 An eligible associate professor may be recommended for  
 1750 promotion to professor if he or she:  
 1751

- 1752 a. has a terminal degree from a nationally or regionally accredited  
1753 institution of higher education or internationally renowned institution  
1754 of higher education in the academic or professional discipline to be  
1755 taught, or equivalent professional attainment showing marked ability,  
1756 or potential as a higher education teaching professional;
- 1757
- 1758 b. has a minimum of ten (10) years of experience in full-time teaching, at  
1759 least five (5) of which must have been as an associate professor at an  
1760 accredited institution of higher education or has satisfied the in-grade  
1761 requirements specified in his or her employment contract provided that  
1762 said requirements are the same or less restrictive than those set forth in  
1763 this agreement; and
- 1764
- 1765 c. has demonstrated superior performance in teaching effectiveness,  
1766 scholarship and service as set forth in Article VIII.L as documented in  
1767 the individual's comprehensive evaluations and other relevant materials,  
1768 if submitted by the faculty member.
- 1769
- 1770 i. Faculty Member's Request for Comprehensive Evaluation for  
1771 Promotion Only
- 1772 Eligible, full-time faculty members who hold the rank of associate  
1773 professor shall be considered for promotion by submitting a  
1774 written request for promotion to the appropriate dean by July 1 of  
1775 the academic year in which they wish to be considered. To be  
1776 eligible for consideration, the faculty member must submit to a  
1777 comprehensive evaluation as outlined in this Article and provide  
1778 all the documentation required by the stated deadlines or forfeit the  
1779 opportunity for consideration again until the following year. The  
1780 applicant's request for promotion and comprehensive evaluation  
1781 must address the specific criteria for promotion as outlined in  
1782 Article VIII.L.  
1783
- 1784 2. Promotion from Associate Professor in the Library to Professor in the  
1785 Library



1786 An associate professor in the library is a full-time, faculty member  
1787 who holds a Master of Library Science degree from an institution  
1788 accredited to grant such degrees by the American Library Association and  
1789 who, as determined by the President of the University or his or her  
1790 designee, is qualified and best meets the needs of the University. If an  
1791 associate professor in the library does not already hold a tenured  
1792 appointment, he or she cannot apply for promotion to professor in the  
1793 library unless he or she simultaneously submits an application for tenure  
1794 in the final year of his or her probationary period.

1795  
1796 An eligible associate professor in the library may be recommended  
1797 for promotion to professor in the library if he or she:

- 1798  
1799 a. has the degree of Master of Library Science from an institution  
1800 accredited to grant such degrees by the American Library Association;  
1801  
1802 b. has a minimum of ten (10) years of full-time experience as a librarian,  
1803 at least five (5) years of which must have been as an associate  
1804 professor in the library (or equivalent) at an accredited institution of  
1805 higher education; and  
1806  
1807 c. has demonstrated superior performance in librarianship and has made  
1808 distinguished contributions in professional and/or creative activity and  
1809 institutional/public service as documented in the individual's  
1810 comprehensive evaluations.

1811

### 1812 3. Post-Tenure Review

#### 1813 a. Purpose of Post-Tenure Review

1814 It is contemplated under this agreement that there will be a  
1815 comprehensive peer review by the School Faculty Review Committee  
1816 (SFRC) of each full-time faculty member who has been awarded  
1817 tenure. The purpose of post tenure review is to improve teaching and  
1818 professional effectiveness and to help identify those faculty members  
1819 who have achieved distinction with respect to teaching and  
1820 professional effectiveness.

1821

1822 The evaluation will consider whether the faculty member has  
1823 achieved University standards with regard to teaching, scholarship and  
1824 service, in accordance with standards set forth in Article VIII.L and

1825 whether there are any serious deficiencies in those areas. Tenured  
1826 faculty may elect to be evaluated more frequently for the purpose of  
1827 assessing performance.

1828  
1829 Recognizing that peer review is important in the process of  
1830 evaluation of tenured faculty, a comprehensive review will be  
1831 conducted by the SFRC and will be based in part on a self-study to be  
1832 submitted by the faculty member to the SFRC no later than October 1  
1833 of the year of evaluation.

1834  
1835 b. Academic Freedom

1836 The University is committed to the principles of academic freedom  
1837 and tenure, to the importance of peer review and to the demonstration  
1838 of continued achievement of tenured faculty with respect to teaching,  
1839 scholarship and service.

1840  
1841 c. Comprehensive Review

1842 During the eighth (8<sup>th</sup>) year of employment as a tenured member of  
1843 the faculty, and every 8<sup>th</sup> year thereafter, a comprehensive evaluation  
1844 of her or his professional performance will be undertaken in  
1845 accordance with the procedures set forth in this Article.

1846

1847 d. Basic Elements of Self-Study Requirement

1848 Recognizing that peer review is important in the process of  
1849 evaluation of tenured faculty, a comprehensive review will be  
1850 conducted by the SFRC and will be based in part on a self-study to be  
1851 submitted by the faculty member to the SFRC no later than October 1  
1852 of the year of evaluation. The form and content of the self-study  
1853 report for tenured faculty (not to be confused with the elements of the  
1854 self-study for untenured faculty set forth in Appendix E) is set forth in  
1855 Appendix E to this Agreement.

1856 The faculty member's self-study shall be deemed complete when  
1857 submitted, and the supporting evidence shall not be augmented, except  
1858 in the case of supporting evidence which was not available to the  
1859 faculty member at the time of original submission or as provided for in  
1860 the written response to the Dean and the Provost.

1861

1862 In the event the faculty member submits material to the Dean that  
1863 has not previously been provided to the SFRC, the faculty member

1864 shall simultaneously deliver a copy of such material to the SFRC. The  
1865 SFRC may, at its option, as a result of the submission, reconsider its  
1866 evaluation and so advise the Dean.

1867 e. Process of Evaluation

1868 i. Role of the School Faculty Review Committee (SFRC)

1869 After reviewing the self-study and supporting documentation,  
1870 the SFRC will prepare an evaluation report which shall be in  
1871 writing detailing the faculty member's professional  
1872 accomplishments, taking specific note of the accomplishments  
1873 achieved during the period of time since the previous  
1874 comprehensive evaluation. In the alternative, if deemed by the  
1875 SFRC to be appropriate, the report will identify any significant  
1876 deficiencies with regard to teaching effectiveness, scholarship  
1877 and/or service. The written report shall be provided to the faculty  
1878 member and the Dean on or before December 15, and the faculty  
1879 member shall have 14 calendar days within which to submit to the  
1880 Dean a written response to the SFRC report.

1881

1882 ii. Role of the Dean & Provost

1883 The Dean shall review all of the material available including,  
1884 but not limited to, the report from the SFRC, and prepare a Dean's  
1885 Evaluation Report on or before February 1. The Dean's  
1886 Evaluation Report may vary in form and will address the faculty  
1887 member's effectiveness in the three categories of evaluation. The  
1888 faculty member shall have an opportunity to respond in writing to  
1889 the Dean's Evaluation Report on or before February 15. The Dean  
1890 shall then submit his or her Evaluation Report in writing to the  
1891 Provost, with a copy to the faculty member. The Provost will issue  
1892 her or his report, with a copy to the Dean and faculty member on  
1893 or before March 30.

1894

1895 iii. Classroom Observations & Student Course Surveys

1896 The SFRC review will also include the results of student course  
1897 surveys and results of classroom observations by the Dean of the  
1898 School and/or Department Chair. See Article VIII.L.5&6.

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iv. Schedule of Post-Tenure Review

Oct. 1	Faculty submits materials
Dec. 15	SFRC issues report
Dec. 29	Faculty deadline for submitting written response
Feb. 1	Dean issues report
Feb. 15	Faculty deadline for submitting written response
Mar. 30	Provost issues report

f. Identification of Significant Deficiencies & Program for Correction of Deficiencies

i. Standards for Review, Identification and Correction of Deficiencies

The comprehensive review will take place every eighth (8<sup>th</sup>) year after tenure has been awarded, or in the eighth (8<sup>th</sup>) year after a promotion, whichever is later, unless a particular tenure review reflects significant deficiencies in one or more of the following areas: teaching, scholarship and/or service. Should a tenured faculty member receive an eight year evaluation showing significant deficiencies, a professional development plan will be developed to assist the faculty member in overcoming deficiencies identified since the last review. The plan and the cost thereof will be developed by the department chair, the Dean, the chair of the SFRC and the Provost or his or her designee, in collaboration with the faculty member and, if desired by the faculty member, a peer chosen by the faculty member from within his or her department. The professional development plan shall set forth in writing specific activities that the faculty member should undertake to improve performance in the specific areas found to have significant deficiencies, establish measurable outcomes and specify the criteria that will be used to determine if the faculty member has made sufficient improvement in performance at the time of the second-year review.

ii. Re-Review

If a significant deficiency or deficiencies has or have been recognized during the review, there shall be another review by the SFRC during the second semester of the second year after the

1937 review that identified the deficiency(ies). The two-year re-review  
 1938 will focus on the deficiency(ies) reflected in the previous review  
 1939 and the extent to which the faculty member implemented the  
 1940 development plan in an attempt to improve in the areas of noted  
 1941 deficiencies. The SFRC will review whether the faculty member  
 1942 implemented the professional development plan and will report the  
 1943 results of the review to the Dean. The Dean also shall undertake  
 1944 his or her own independent review, and the Dean shall be  
 1945 responsible to recommend appropriate action to the Provost.

1946  
 1947 If the comprehensive re-review shows a continuation of previously  
 1948 identified significant deficiencies, then the faculty member may be  
 1949 terminated for performance evaluation as described in Article IX.  
 1950

1951 iii. Schedule of Post-Tenure Re-Review

1952  
 1953 April 1 Faculty submits materials  
 1954 April 15 SFRC issues report  
 1955 April 29 Faculty deadline for submitting written response  
 1956 May 14 Dean issues report  
 1957 May 28 Faculty deadline for submitting written response  
 1958 June 15 Provost issues report  
 1959

1960 H. OVERALL SCHEDULE OF EVALUATIONS OF FACULTY SUMMARIZED

	Pre-Tenure Comprehensive Review	Tenure Comprehensive Review	Post-Tenure Comprehensive Review	Post-Tenure Comprehensive Reevaluation	Non-Comprehensive Review
Faculty Submits Materials	Oct. 1	Oct. 1	Oct. 1	Apr. 1	June 1
SFRC Issues Report	Dec. 15	--	Dec. 15	Apr 15	--
Faculty Deadline for Written Response	Dec. 29	--	Dec. 29	Apr 29	--
Dean Issues Report	Feb. 1	Nov. 30	Feb. 1	May. 14	July 17
Faculty Deadline for					

Written Response	Feb. 15	Dec. 14	Feb. 15	May. 28	July 31
UFRC Issues Report	--	Feb. 28	--	--	--
Faculty Deadline for Written Response	--	Mar. 14	--	--	--
Provost Issues Report	Mar. 15	Apr. 30	Mar. 30	June. 15	Aug. 15 (if Dean recommends non-renewal)
Faculty Deadline for Written Response (in event of appeal)	--	May 14	--	--	--
UFRC Deadline for Supplemental Statement	--	May 14	--	--	--
President Issues Report (in event of appeal)	--	June 15	--	--	--

1961

1962 I. SCHOOL FACULTY REVIEW COMMITTEE (SFRC) – COMPOSITION &  
 1963 PROCEDURES

1964

1965 1. Responsibilities of SFRC

1966 a. Pre-Tenure Review

1967 b. Post-Tenure Review

1968

1969 2. Selection of Membership

1970 Each school/college of the University shall establish a College/School  
 1971 Faculty Review Committee (SFRC). The majority of its members shall come  
 1972 from the school or division unless there are insufficient numbers of tenured  
 1973 faculty in the school or division to constitute a majority. In that case,  
 1974 additional members of a school or division SFRC may be drawn from tenured  
 1975 faculty outside the school or division.

1976 In schools other than the Feinstein College of Arts and Sciences the SFRC  
 1977 will be made up of five members:

- 1978 a. three tenured faculty members elected by the faculty of the school;  
1979 elections will be held by the end of the spring term preceding the  
1980 academic year of service; and  
1981 b. two tenured faculty members selected by the dean at the beginning of the  
1982 academic year.

1983 In the Feinstein College of Arts and Sciences each of the three divisions  
1984 will convene its own SFRC to be constituted as follows:

- 1985 a. three tenured faculty members elected by the faculty of the division;  
1986 elections will be held by the end of the spring term preceding the  
1987 academic year of service; and  
1988 b. the chairs of the departments within the division.

1989 For faculty librarians “Librarian SFRC” will be formed and constituted as  
1990 follows:

- 1991 a. three tenured faculty members elected by the faculty of the library.  
1992 Election will be held by the end of the spring term preceding the academic  
1993 year of service; and  
1994 b. Two tenured faculty members appointed by the Dean of Library Services.  
1995

1996 Post-tenure review of counselors shall be undertaken by a committee of  
1997 MBUs with relevant qualifications selected by the Provost.  
1998

### 1999 3. Procedures

2000 Faculty members shall not serve on the SFRC during years of their own  
2001 evaluation for promotion or post tenure review without written permission of  
2002 the dean of the school. In any case, faculty members may not participate in  
2003 consideration or discussion of their own cases.

2004 Members of each SFRC will elect their own chair.

2005 Each SFRC shall review faculty self-studies, and allied materials and  
2006 reports, submitted by the third year (or authorized equivalent) for probationary  
2007 faculty members and tenured faculty members (post-tenure review). Upon  
2008 completion of its review, the SFRC shall forward a confidential report to the  
2009 appropriate dean and the evaluatee with its recommendation regarding each  
2010 decision/action at hand. The SFRC report shall include the tally of the vote  
2011 regarding the committee’s recommendations along with the justifications for  
2012 the recommendations. Any SFRC member(s) who disagree(s) with the  
2013 majority recommendation may submit a minority report to the dean, the SFRC  
2014 and the evaluatee. Committee and minority reports must be submitted by  
2015 December 15.

2016 If the faculty member under review has any comments or concerns with  
2017 the SFRC's report that she or he wishes the dean to consider, she or he must  
2018 submit them in writing to the dean by December 29.

2019

2020 J. UNIVERSITY FACULTY REVIEW COMMITTEE (UFRC) – COMPOSITION  
2021 & PROCEDURES

2022

2023 1. Responsibilities of UFRC

2024 a. Consideration of faculty for Promotion & Tenure

2025

2026 2. Election of Membership Candidates per School

2027 A University Faculty Review Committee (UFRC) will consist of nine (9)  
2028 members of the tenured faculty, as follows:

- 2029 • Feinstein College of Arts and Sciences (3 total, 1 per Division)
- 2030 • Gabelli School of Business (1)
- 2031 • School of Justice Studies (1)
- 2032 • School of Engineering, Computing, and Construction Management (1)
- 2033 • School of Architecture, Art, and Historic Preservation (1)
- 2034 • School of Education (1)
- 2035 • Library (1)

2036 At such time as the School of Continuing Studies (SCS), or any successor,  
2037 becomes the academic home of tenured faculty members, the RWUFA and  
2038 RWU will meet to discuss whether an additional member of the UFRC shall  
2039 be added as a representative of the SCS and, if agreement is reached on this  
2040 point, a memorandum of understanding will be executed by the parties  
2041 reflecting agreements reached.

2042 In the Spring, each school and division and the Library will, by secret  
2043 ballot, elect two faculty representatives to serve as members of the UFRC and  
2044 report the selections to the Provost with no indication as to which electee  
2045 achieved the highest number of votes in each school or division. The Provost  
2046 will present the results of the elections in each school and division to the  
2047 President with no indication as to which electee received the highest number  
2048 of votes.

2049 A member of an SFRC is not prohibited, by the virtue of his or her  
2050 membership in an SFRC, from being a member of the UFRC.

2051 3. President Selection from Pool



2052 The President will then select the voting membership of the UFRC  
2053 from the roster of electees presented by the Provost. Those representatives  
2054 of the school and divisions and the Library not selected by the President  
2055 shall serve as alternates as needed to eliminate conflicts or to cover a  
2056 projected absence in a given case.

2057 The President will announce the names of the UFRC as soon as  
2058 reasonably possible at the beginning of the fall semester.

2059

#### 2060 4. Procedures

2061

2062 Members of the UFRC will elect their own chair.

2063

2064 The UFRC shall review faculty self-studies and allied materials and  
2065 reports submitted by the 6th year (or authorized equivalent) probationary  
2066 faculty members (tenure) and faculty members seeking promotion. Self-  
2067 Studies for tenure and/or promotion reviews shall be submitted by the faculty  
2068 member to the Dean, and shall be forwarded by the Dean to the UFRC. Upon  
2069 completion of its review, the UFRC shall forward a confidential report to the  
2070 Provost and the evaluatee with its recommendation regarding each  
2071 decision/action at hand. The UFRC report shall include the tally of the vote  
2072 regarding the committee's recommendations along with the justifications for  
2073 the recommendations. Any UFRC member(s) who disagree(s) with the  
2074 majority recommendation may submit a minority report to the Provost, the  
2075 UFRC and the evaluatee. Committee and minority reports must be submitted  
2076 by February 28.

2077

2078 If the faculty member under review has any comments and/or concerns  
2079 with the UFRC's report that he or she wishes the Provost to consider, he or  
2080 she must submit them in writing to the Provost by March 14.

2081

2082 Faculty members under consideration for tenure with promotion are  
2083 entitled to one non-voting advocate from within the University to provide  
2084 pertinent information at the time the UFRC considers the candidate's file. A  
2085 faculty member desiring an advocate shall so advise the chair of the UFRC in  
2086 writing at the time of the submission of the file. The chair will schedule the  
2087 appearance of the advocate before the UFRC.

2088

2089 Faculty members may not participate in consideration or discussion of  
2090 their own cases.

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K. EVALUATION OF VISITING AND ADJUNCT FACULTY

1. Visiting Faculty

Visiting faculty members will undergo a non-comprehensive review for each year except his or her last year of appointment. Nothing herein changes the basic nature of a visiting appointment.

2. Adjunct Faculty

Adjunct Faculty members holding the above-referenced appointments shall be evaluated as set forth in the Article and in a manner appropriate to assess the teaching, discipline-appropriate professional activities and/or development expectations of their individual appointment contract. Adjunct faculty will be evaluated only on the criteria applicable to effectiveness in teaching.

During employment of an adjunct faculty member, the Department Chair, Program Coordinator/Director or the administrative equivalent shall review the syllabus of the course presented and may attend one or more class meetings to evaluate the teaching performance of the adjunct. The Department Chair or Program Coordinator/Director may assign the evaluation function to a tenured member of the faculty in a discipline as closely related to the discipline of the adjunct faculty member as possible.

In the event of a classroom visit, the evaluator shall make a summary report as to the teaching effectiveness of the adjunct faculty member, and the report shall be shared with the faculty member and the Dean.

L. MISCELLANEOUS PROVISIONS RELATED TO PROCESS OF EVALUATIONS

1. Member On Leave During Year of Scheduled Evaluation

A tenured faculty member who is scheduled for a comprehensive evaluation may delay his/her evaluation until the next academic year if he/she is on leave for a period greater than thirty-five (35) consecutive week days (in which the university has scheduled classes or final exams) during the fall semester of the evaluation year or the spring semester immediately prior to the evaluation. To exercise the option to delay the evaluation, the faculty member must communicate his/her decision to his/her dean, in writing, on or before the due date for the submission of the self-study of the scheduled evaluation.

2131 Only one such delay may be granted. Only the Provost may approve a  
2132 requested delay for a tenured faculty member being evaluated under the  
2133 conditions of Article VIII.B.4.  
2134

2135 A probationary faculty member who takes a leave of more than one  
2136 semester during the probationary period shall, at the election of the faculty  
2137 member, have his/her tenure decision delayed one year. For each additional  
2138 leave of more than one semester taken during the probationary period, the  
2139 tenure decision will be delayed one additional year at the election of the  
2140 faculty member.  
2141

2142 A probationary faculty member who takes a leave of one semester or less  
2143 (but more than thirty-five (35) consecutive week days during which the  
2144 University has scheduled classes or final exams) since their initial  
2145 appointment or last comprehensive evaluation, whichever is most recent, has  
2146 the choice to be evaluated on schedule or to delay his/her evaluation one year  
2147 and therefore extend the probationary period one year. To exercise the option  
2148 to delay the evaluation, the faculty member must communicate his/her  
2149 decision to his/her dean in writing on or before the due date for the submission  
2150 of the self-study of the scheduled evaluation. Such leaves may not be given  
2151 solely for the purpose of extending the probationary period.  
2152

2153 2. Emergency Extension of Timelines

2154 In the event of an emergency, evaluation timelines set forth herein  
2155 regarding completion and communication of evaluation reports to evaluatees  
2156 may be extended with the consent of the RWUFA, which shall not be  
2157 unreasonably withheld.  
2158

2159 3. Classroom Visits by Provost and President

2160 Nothing herein shall prevent the President and/or Provost from visiting a  
2161 class at any time.  
2162

2163 4. Exceptional Appointments and Awards of Promotion and/or Tenure

2164 Nothing in this Agreement should be construed to prohibit the  
2165 appointment or promotion by the President of an individual of exceptional  
2166 talent or accomplishment who does not meet all stated criteria or procedural  
2167 requirements. In considering candidates for exceptional appointment,  
2168 promotion or award of tenure, the President of the University shall consider  
2169 facts including, but not limited to: (a) evidence of the ability of the candidate

2170 to render a unique academic contribution to the University; or (b) evidence of  
2171 a candidate's extraordinary competence in the area of his or her discipline.  
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## 2174 5. Student Course Surveys

2175 Student course surveys are meant to provide instructors with the  
2176 perception that students have of their teaching, in order to (a) recognize  
2177 effective teaching, and give them encouragement for work well done (b)  
2178 provide information that can be used for the formative review and revision of  
2179 teaching practices and (c) promote reflection on the part of the students  
2180 regarding their own investment in their learning.

2181  
2182 The other role of these surveys is to provide some basis for evaluation of  
2183 the students' perception of the quality of instruction in their classes.  
2184 Numerical information should be used in context when forming part of a  
2185 comprehensive evaluation of a faculty member. Faculty members are  
2186 encouraged to provide the context for specific courses (e.g., difficult required  
2187 courses) in any evaluation.  
2188

2189 RWU may conduct student course surveys each semester for all sections  
2190 of all courses, laboratories and studios taught on all campuses and in all  
2191 programs. Categories of instruction that do not mesh well with the general  
2192 evaluation form (e.g., music lessons) may be evaluated by alternate means. In  
2193 such cases, the department chair, program coordinator/director or Assistant  
2194 Dean submits an alternative evaluation instrument to the Dean of the School  
2195 and Provost for approval. Classes in which there are fewer than ten students  
2196 are not required to use the general form and may submit an alternative form  
2197 through the process outlined above. Copies of student course surveys  
2198 obtained for all courses, laboratories and studios taught may be utilized to  
2199 evaluate visiting, adjunct, probationary and tenured faculty members.  
2200 Normally student course surveys shall be administered no earlier than two  
2201 weeks prior to the end of the semester and be completed no later than the last  
2202 day of classes for the semester. The results of student course surveys  
2203 conducted in a faculty member's classes shall be communicated, in writing or  
2204 in original form, to the faculty member no later than four weeks after the  
2205 submission of final grades for the semester in which the surveys were  
2206 conducted. RWU acknowledges that it considers the Student Course Surveys  
2207 to be only one source of information about the faculty member's performance,  
2208 among several other sources.

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The University shall not deny an MBU tenure, reappointment or promotion, or give a negative annual or comprehensive evaluation, based solely on course surveys.

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#### 6. Nature of Classroom Observations by Observing Deans and Chairperson

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The appropriate dean, assistant dean, associate dean, or department chair (or program coordinator/director, if appropriate) shall notify the faculty member of the dates and times for classroom visits. The faculty member may advise the chair/program coordinator/director or dean of any reason the classroom visits should not take place on such a date and time, which that observer shall consider. Since the purpose of a chair/coordinator/director/dean's classroom visits is to observe and evaluate the faculty member's performance, the observer will position him or herself as unobtrusively as possible and will not ordinarily participate in classroom activities unless invited to do so by the faculty member. Within ten (10) working days after the classroom visit, the observing chair/coordinator/director/director or dean shall present a written summary of his/her evaluation of the class session, to which the faculty member may respond in writing within ten (10) working days of receipt and may arrange with the observing chair/coordinator/director or dean for a second classroom visitation. Normally, the chair/coordinator/director or dean's visits shall not exceed one (1) visit per course, per semester, unless by mutual agreement.

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#### 7. President and Board of Trustees Determination

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It is understood that the President and, when applicable, the Board of Trustees, have the authority to make all final decisions with respect to tenure with promotion. Final tenure with promotion decisions are made by the President and the Board considering: (1) the criteria in this Agreement; (2) the recommendations of deans and the Provost ; (3) the evaluative background of the candidate; and (4) the specifically identified interests of the University. Tenure can only be awarded upon the affirmative act of the Board of Trustees. Tenure cannot be awarded by default or omission of any action by or on behalf of RWU. The effective date of all promotions shall be the beginning of the Fall semester after the end of the academic year in which the consideration for the promotion was made.

2246 A full-time faculty member who is not awarded tenure within the probationary  
2247 period will be terminated from employment. A probationary faculty member who  
2248 receives notice of non-reappointment during her or his fourth, fifth or sixth year for  
2249 performance (evaluation) reasons shall have the option of receiving a one-year  
2250 terminal appointment, provided the Provost is notified of the faculty member's desire  
2251 to serve a terminal year within ten (10) calendar days of the faculty member having  
2252 received final notice. A probationary faculty member who receives notice of non-  
2253 reappointment during his or her first, second or third year for performance  
2254 (evaluation) reasons shall have the option of receiving a one-semester terminal  
2255 appointment, provided the Provost is notified of the faculty member's desire to serve  
2256 a terminal semester within ten (10) calendar days of the faculty member having  
2257 received final notice. See Article VIII.H. OVERALL SCHEDULE OF  
2258 EVALUATIONS OF FACULTY SUMMARIZED (p.53,54 above) and Article IX  
2259 (Due Process)Section B.1&2 (below).

2260  
2261 Individuals refused tenure may utilize the grievance procedure if they  
2262 believe their contractual rights have been violated.

2263  
2264 8. Quotas for Promotion Not Applicable  
2265 Quotas for faculty members under consideration for promotion will not be  
2266 applied during the term of this Agreement.

2267 **ARTICLE IX**  
2268 **DUE PROCESS**

2269 A. No tenured MBU shall be dismissed without just cause. The  
2270 termination of non-tenured MBUs shall not be arbitrary or capricious.  
2271 Dismissal for purposes of this Agreement shall mean non-renewal of  
2272 contract of a MBU or dismissal during the year of a MBU.

2273 B. In the case of non-tenured appointments, notice of non-renewal of  
2274 appointment, as defined in A. above, shall be given in accordance with  
2275 Article VIII.H.OVERALL SCHEDULE OF EVALUATIONS OF  
2276 FACULTY SUMMARIZED (p.53, 54 above).

2277 1. Non-tenured MBUs who receive final notice of non-reappointment  
2278 during their first, second or third year for performance (evaluation)  
2279 shall have the option of working a terminal semester, if the Provost  
2280 is notified within ten (10) calendar days of receiving final notice in  
2281 accordance with Article VIII.H.OVERALL SCHEDULE OF  
2282 EVALUATIONS OF FACULTY SUMMARIZED (p.53,54

2283 above).  
2284  
2285 2. Non-tenured MBUs who receive final notice of non-reappointment  
2286 during their fourth, fifth, or sixth year for performance (evaluation)  
2287 shall have the option of working a terminal year if the Provost is  
2288 notified within ten (10) calendar days of receiving final notice in  
2289 accordance with Article VIII.H.OVERALL SCHEDULE OF  
2290 EVALUATIONS OF FACULTY SUMMARIZED (p.53,54  
2291 above).

2292 Tenured MBUs who are terminated for performance (evaluation)  
2293 as provided in Article VIII.B.4 shall have the option of working a terminal  
2294 fall semester (following the post-negative review period) if the Provost is  
2295 notified before June 30 of the academic year in which they are terminated.

2296 C. MBUs who are terminated for other than performance (evaluation)  
2297 shall not receive either a terminal semester or a terminal year.

2298 D. Notice of dismissal shall contain the reason(s) for such dismissal.  
2299 The RWUFA shall be informed of the dismissal at the same time as the  
2300 MBU.

2301 E. The MBU or the RWUFA may, within ten (10) working days after  
2302 receipt of notice of dismissal, file a grievance under Article X of this  
2303 Agreement.

2304 F. At all levels of the grievance procedures, the MBU shall have the  
2305 right to be present and have the right to be represented by the RWUFA,  
2306 including RWUFA counsel.  
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2308 **ARTICLE X**  
2309 **GRIEVANCE PROCEDURE**

2310 A. DEFINITION

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2312 The term “grievance” shall mean an allegation by any person covered by  
2313 this Agreement or by the RWUFA that there has been a violation,  
2314 misinterpretation, or misapplication of any of the terms of this Agreement.

2315 B. PROCEDURE

2316  
2317 In the event that an MBU or group of MBUs feel that they have a basis for  
2318 a grievance, in accordance with the above definition, and have informally

2319 discussed the situation giving rise to the grievance with the appropriate dean  
2320 or Provost, the following procedure shall be used:

2321 Step 1: The grievance shall be filed, in writing, with the Provost, and the  
2322 grievant's dean, with copy to the Office of General Counsel, by the  
2323 grievant, the President of the RWUFA, or the Grievance Chair; the  
2324 nature of the grievance and which articles of the contract have  
2325 been violated shall be specified in the filing. The Provost and the  
2326 Dean will meet with the President of the RWUFA and/or the  
2327 Grievance Chair in an effort to resolve the grievance. This  
2328 meeting will take place within seven (7) working days after receipt  
2329 of the grievance. The Provost and the Dean shall communicate  
2330 their disposition of the grievance within seven (7) working days  
2331 after the meeting to the Grievance Chair of the RWUFA. These  
2332 time limits may be extended by mutual agreement of the parties.  
2333 At this and each step of the procedure, any member of RWU may  
2334 attend the grievance hearing.

2335 Step 2: If the grievance is not resolved at Step 1, or if a decision has not  
2336 been rendered within seven (7) working days, the grievant may file  
2337 a formal grievance, in writing, within seven (7) working days after  
2338 the Step 1 decision is rendered, or should have been rendered, with  
2339 the President of the University. The President or his/her designee  
2340 shall meet with the President of the RWUFA and/or the Grievance  
2341 Chair in an effort to resolve the grievance. This meeting shall take  
2342 place within ten (10) working days after receipt of the grievance  
2343 unless extended by the parties. The President or his/her designee  
2344 shall communicate his/her disposition of the grievance, in writing,  
2345 within ten (10) working days after the meeting unless extended by  
2346 the parties.

2347 Step 3: If the RWUFA is not satisfied with the disposition of the grievance  
2348 made by the President of the University, or if no disposition has  
2349 been made within ten (10) working days or a longer period as  
2350 agreed by the parties, and the RWUFA wishes to take the  
2351 grievance to arbitration, the parties may request mediation from the  
2352 Federal Mediation and Conciliation Service within ten (10)  
2353 working days of the date of the President's disposition in writing,  
2354 or within ten (10) working days of the date that disposition should  
2355 have been rendered, whichever is sooner. If settlement is not  
2356 reached at mediation, the RWUFA may, within ten (10) working  
2357 days after mediation (or, if mediation is not invoked by the parties,



2358 within ten (10) working days of the date of the President's  
2359 disposition in writing, or within ten (10) working days of the date  
2360 that disposition should have been rendered, whichever is sooner),  
2361 submit the grievance to arbitration before an impartial arbitrator,  
2362 under the rules of the American Arbitration Association (AAA),  
2363 whose decision shall be binding on both parties, with a copy of the  
2364 demand to the President of the University. If the parties cannot  
2365 agree on an arbitrator, he/she shall be selected pursuant to the rules  
2366 and procedures of the American Arbitration Association, whose  
2367 rules shall likewise govern the arbitration procedure. The  
2368 arbitrator shall not alter, add to or subtract from the terms of this  
2369 Agreement and shall render a written decision within thirty (30)  
2370 days of the close of the arbitration hearing.

2371 C. GENERAL CONSIDERATIONS

- 2372
- 2373 1. Any adjustment of a grievance shall be consistent with the terms of  
2374 this Agreement.  
2375
  
  - 2376 2. No reprisals of any kind shall be taken against any MBU for  
2377 participating in any grievance.  
2378
  
  - 2379 3. If, in the opinion of the Grievance Committee of the RWUFA, a  
2380 grievance affects a group of MBUs, it may be filed on their behalf by  
2381 the RWUFA.  
2382
  
  - 2383 4. Grievances must be initiated within thirty (30) working days after the  
2384 grievant should have been aware of the event or the action which gave  
2385 rise to the grievance. Failure to file a grievance within this time shall  
2386 invalidate the grievance as untimely, except in the case of a continuing  
2387 grievance.  
2388
  
  - 2389 5. The grievant shall have the right to be present at all levels of the  
2390 grievance procedure.  
2391
  
  - 2392 6. Neither party shall raise as bargaining history in a future arbitration  
2393 any proposal made in negotiations of the successor contract to the  
2394 1995-1998, 1998-2001, and 2001-2004, and 2004-2008 contract to  
2395 modify, delete or replace contractual language contained in Articles V,  
2396 VII, VIII, IX and XV.  
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**ARTICLE XI**  
**RETRENCHMENT**

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A. Retrenchment of MBUs shall occur only as a result of (1) institutional financial emergency or (2) program curtailment.

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1. Institutional financial emergency is understood to mean, in terms of this Agreement, an imminent financial crisis which, absent significant remedial action, threatens the continuation of the University as an economically viable institution and which cannot reasonably be alleviated by less drastic means. One illustrative example of this crisis would be a failure to meet the University's debt covenants which would result in the lenders taking control of the University. Retrenchment of tenured faculty may only occur when all other reasonable means of reducing costs to the University have been properly examined and appropriate measures to reduce costs have been taken. There is a duty upon the administration of RWU to provide proof that other measures have been taken, and the administration of RWU must provide to the RWUFA, accurate information, statistics and financial data related to all factors giving rise to a retrenchment.

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2. Program curtailment is understood to mean, in terms of this Agreement, (a) a decline in the enrollment within an area to the point that the average student enrollment per section falls below twelve (12). This will be computed by dividing the total number of students enrolled in sections taught within the area by the number of sections, or (b) a decision by RWU, as a result of long-range institutional planning, to phase out an academic program which is not encountering enrollment difficulties as defined in (a) above. In such cases, MBUs currently employed in the affected program shall be reduced through normal attrition or through appropriate reassignments within the bargaining unit where and when reasonable. Temporary appointments of new MBUs may be made in the affected program during the phase-out period to maintain academic continuity.

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B. INSTITUTIONAL FINANCIAL EMERGENCY

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Retrenchment for financial emergency shall occur only when the conditions of A.I. above are met. The burden of proof in demonstrating the existence of institutional financial emergency shall be on the

2436 University. No MBU shall be retrenched due to financial emergency until  
2437 all reasonable reassignment possibilities within the bargaining unit have  
2438 been explored, investigated, and acted upon or ruled out.

2439 C. PROGRAM CURTAILMENT

2440 1. Each October, the Administration shall examine enrollment in each  
2441 area and will determine whether the conditions described in  
2442 sub-section A.2, above, exist. Average student enrollment per  
2443 section will be computed by dividing the total number of students  
2444 enrolled in courses within the area by the number of sections. The  
2445 administration agrees to meet with the RWUFA as soon as possible  
2446 after such determination and to provide them with all the data used  
2447 to make such a determination.

2448 2. If the average student enrollment per section is less than twelve  
2449 (12), then the Dean of the appropriate School, the President of the  
2450 RWUFA, and the Provost shall meet with the faculty in that area  
2451 and advise them that retrenchment may occur the following  
2452 semester. The burden of proof in demonstrating the existence of  
2453 conditions warranting retrenchment shall rest with the University.

2454 Sections C.1. and 2. above shall apply only to Section A.2.a. of this  
2455 Article.

2456 Prior to retrenchment, all reasonable reassignment possibilities  
2457 within the University shall be explored, investigated, and acted upon or  
2458 ruled out. Retrenchment will occur only if no full course load for which  
2459 the MBU is reasonably deemed qualified to teach is available for the MBU  
2460 to teach within the University. If such reassignment occurs, the average  
2461 student enrollment per section shall be recomputed for the area. If the  
2462 average student enrollment still falls below the level defined above,  
2463 retrenchment may occur in the area until the average enrollment per  
2464 section meets the level defined above.

2465 Any tenured MBU who is retrenched under this provision shall, if  
2466 the teaching load is still at least four (4) courses per year, have his/her  
2467 teaching load and salary reduced proportionately, e.g., if his/her teaching  
2468 assignment must be reduced by three contact hours in a semester, then  
2469 his/her salary would be reduced proportionately. The partially retrenched  
2470 MBU will participate in any retraining initiative offered by the University  
2471 at its expense over the next academic year. Failing achievement of  
2472 qualifications as reasonably determined, to bring the partially retrenched

2473 MBU to qualified status for a full course load, the MBU will be fully  
2474 retrenched and paid severance as set out below.

2475 3. The final decision as to where retrenchment conditions are met  
2476 shall be determined by the Chief Executive Officer in accordance  
2477 with C.2. above.

2478 D. Retrenchment as the result of financial emergency or program  
2479 curtailment shall be applied in the following manner.

2480 1. Termination as a result of institutional financial emergency shall  
2481 be based solely on seniority within the bargaining unit (last in first  
2482 out) in accordance with the specific procedures detailed below in  
2483 D.3. and D.6.

2484 2. Termination of MBUs as a result of program curtailment, as  
2485 defined in A.2.a. above, shall be made from among those holding  
2486 the same or similar positions in the program in question, in  
2487 accordance with specific procedures detailed in C. above and D.3  
2488 and D.6. below.

2489 3. Termination shall first take place as follows:

2490 a. Among the adjunct MBUs before full-time MBUs are  
2491 terminated.

2492 b. Among full-time visiting MBUs, before the termination of  
2493 MBUs holding probationary or contractual appointments; and  
2494 among probationary or full time contractual appointments  
2495 before the termination among tenured appointments. Such  
2496 removal shall be made in the inverse order of the date of  
2497 full-time appointment.

2498 c. Among the full-time tenured MBUs, such termination shall  
2499 be based upon length of full-time service to Roger Williams  
2500 University. In cases where the date of full-time appointment  
2501 is the same, part-time service at Roger Williams University  
2502 will be taken into consideration.

2503 4. The Provost shall notify the person or persons affected in  
2504 accordance with the following deadline:

2505 a. In the case of retrenchment due to financial emergency, at  
2506 least two (2) months prior to the end of the semester.

- 2507 b. In the case of retrenchment for program curtailment as  
2508 defined in A.2.a. above, he/she will be allowed a two (2)  
2509 month notice.
- 2510 c. In the case of program curtailment as defined in A.2.a.  
2511 above, any position lost to one program shall be allocated to  
2512 another program which is in need of additional faculty.
- 2513 5. Persons removed as a result of retrenchment shall be  
2514 advised of the opportunity for reemployment in the same or a  
2515 similar position at the University for two (2) years succeeding the  
2516 retrenchment year, and must accept such offer within thirty (30)  
2517 days after such offer, such acceptance to take effect not later than  
2518 the beginning of the semester immediately following the date such  
2519 offer was made. The University shall make every reasonable effort  
2520 to place an incumbent so separated in a position for which he/she is  
2521 qualified, provided such position is in the bargaining unit.  
2522 Alternative placement for recall following retrenchment shall not  
2523 result in any retrenched MBU receiving more than their CBA  
2524 contractual salary under any circumstance. MBUs who are  
2525 retrenched shall be responsible for notifying the University of their  
2526 current mailing addresses.
- 2527 6. Original appointment (Date of formal letter of  
2528 appointment) shall mean the date of first full-time appointment to  
2529 University service as an MBU, followed by continuous and  
2530 uninterrupted service within the Bargaining Unit up to the time of  
2531 reduction and abolishment of positions. In the event an incumbent  
2532 believes such date has been incorrectly determined, he/she shall so  
2533 advise the University, and indicate the date he/she believes to be  
2534 correct.
- 2535 7. Any tenured MBU who is retrenched shall be placed on  
2536 terminal leave collecting his/her salary on a biweekly basis until  
2537 he/she is paid his/her annual salary computed at the date of  
2538 retrenchment. Additionally, retrenched MBUs shall be provided  
2539 with RWU's faculty health insurance coverage on the same basis  
2540 and cost sharing as actively employed MBUs for one year from the  
2541 date of retrenchment. In the instance of a probationary or a  
2542 contractually employed full-time MBU with at least two (2) full  
2543 years of faculty employment, the MBU shall be placed on terminal  
2544 leave and allowed to collect his/her salary on a biweekly basis until

2545 he/she is paid one half (50%) of his/her annual salary computed at  
2546 the date of retrenchment. Additionally, retrenched probationary or  
2547 full-time contractually employed MBUs with at least two (2) years  
2548 of faculty employment shall be provided with RWU's faculty  
2549 health insurance coverage on the same basis and cost sharing as  
2550 actively employed MBUs for one year from the date of  
2551 retrenchment. All salary and benefit continuation hereunder shall  
2552 cease upon the earlier of the effective date of a MBU's securing  
2553 alternative employment or the end of the salary and/or benefits  
2554 periods as set out above. In addition, during their terminal leave,  
2555 retrenched, tenured MBUs shall have first priority for professional  
2556 development funds in accordance with Article XIV.E.  
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2558 **ARTICLE XII**  
2559 **SEARCH COMMITTEES**

2560 At the request of the President of the University or his/her designee, faculty may  
2561 serve on search committees, in accordance with Article VII, G.2.a. above.

2562 **ARTICLE XIII**  
2563 **COMPENSATION**

2564 A. SALARY PROGRAM

2565 The salary program, throughout the term of this Agreement, shall consist of  
2566 across the board increases applied to the compounded base salaries of all MBUs  
2567 with at least one academic year of employment as a MBU immediately preceding  
2568 the distribution of successive annual increases as follows:

- 2569 1. July 1, 2012 through June 30, 2013: 2.25% (retroactive to July 1, 2012)  
2570 2. July 1, 2013 through June 30, 2014: 3.00%  
2571 3. July 1, 2014 through June 30, 2015: 3.25%  
2572 4. July 1, 2015 through June 30, 2016: 3.5%

2573 Additionally, within thirty (30) days following ratification of this Agreement  
2574 all full-time MBUs, qualified as set out above, shall receive a one-time salary  
2575 payment of two thousand dollars (\$2,000) less appropriate tax withholdings.

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2578 B. PROMOTION

2579           While promotion through the university’s academic rank structure is not a  
2580 condition of continuing employment, it is the natural and expected recognition of  
2581 continuing professional growth and improvement toward academic leadership to  
2582 the chosen discipline, the Department/School/College and the University.  
2583 Accordingly, the achievement necessary for promotion will be significant, and the  
2584 monetary recognition significant. Salary compensation attendant to promotion  
2585 will be as follows:

- 2586           1. Upon promotion from Assistant Professor to Associate Professor, the base  
2587           annual salary of the promoted MBU will be increased by five thousand  
2588           dollars (\$5,000), effective with the first pay period of the ensuing  
2589           academic year following the academic year of application, deliberation  
2590           and award.
- 2591           2. Upon promotion from Associate Professor to Professor, the annual base  
2592           salary of the promoted MBU will be increased by six thousand dollars  
2593           (\$6,000), effective with the first pay period of the ensuing academic year  
2594           following the academic year of application, deliberation and award.  
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2598           C. PAY CYCLE

2599           Except as set forth herein, salaries for full-time teaching MBUs and full-time  
2600 Librarians and Counselors shall be paid over twenty-six (26) bi-weekly pay  
2601 periods for services rendered during the term of this contract. However,  
2602 newly hired MBUs will be paid over twenty-two (22) bi-weekly pay periods  
2603 in their first year, commencing with the first pay period after the start of the  
2604 academic year.  
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2607           D. RETROACTIVITY

2608           RWU will make an adjustment in the paycheck issued, within three (3) full  
2609 pay periods following the ratification of this Agreement, to ensure the  
2610 implementation of the new salary program’s annual increases and promotion  
2611 based increases to base salary, are made retroactive to the pay periods  
2612 marking the beginning of the 2012/2013 academic year pay cycles as set out  
2613 immediately above in provision C. PAY CYCLE.  
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2616           E. MINIMUM SALARY

2617           There will be a “Minimum Annual Salary Scale” during the term of this  
2618 Agreement, for each faculty rank as follows:  
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	<b>2012/13</b>	<b>2013/14</b> (+3%)	<b>2014/15</b> (+3.25%)	<b>2015/16</b> (+3.5%)
Assistant Professor	\$55,602	\$57,270	\$59,131	\$61,201
Associate Professor	\$61,628	\$63,477	\$65,540	\$67,834
Professor	\$71,955	\$74,116	\$76,525	\$79,203

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F. ADDITIONAL COMPENSATION

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1. MBUs teaching assigned overloads, and all Adjunct MBUs assigned, on a per contact hour basis, to teach at the University will be compensated as follows (three-credit classroom course in the day program in parenthesis):

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	2012-2013	2013-2014	2014-2015	2015-2016
Both Undergraduate and Graduate Courses	\$1,458*	\$1,502	\$1,551	\$1,605
	(\$4,374)*	(\$4,506)	(\$4,653)	(\$4,815)
*Note: The Graduate Course rate for both Overloads & Adjuncts will remain the same as the spring semester 2012 Graduate Course Rate for Fall Term 2012. Thereafter, the rate will be the same as the Undergraduate Course Rate for Overload and Adjunct pay as set out in the table directly above.				

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Adjunct teaching MBUs teaching at least six (6) or more contact hours in the daytime program shall be compensated at the above rates for any and all evening and/or summer courses taught.

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2. Adjunct teaching MBUs shall be paid a prorated portion of their total compensation each pay period, normally beginning not later than the second pay period after the start of each semester or term.

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3. Adjunct Faculty in Architecture

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Adjunct faculty MBUs teaching in the School of Architecture, Art and Historic Preservation shall be compensated for architecture design studio courses at the rate of:

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- a. \$16,537 per nine (9) hour studio in Academic Year 12/13.
- b. \$17,033 per nine (9) hour studio in Academic Year 13/14.
- c. \$17,587 per nine (9) hour studio in Academic Year 14/15.
- d. \$18,203 per nine (9) hour studio in Academic Year 15/16.



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4. Special Projects, Thesis Supervision & Comprehensive Exams

Independent Studies may be handled through appropriate professional workload balancing, consistent with the terms of this Agreement and normative professional practices. Absent calculation in workload balancing, the independent study rate for all special projects, thesis supervision and comprehensive exams shall be set as follows:

Academic Year	Rate per credit and per student
2012/13	\$145.80
2013/14	\$150.20
2014/15	\$155.10
2015/16	\$160.50

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Therefore, for example, if in 2012/2013, an MBU teaches a three-credit independent study for one student, the compensation in 2012/2013 would be \$145.80 x 3 or \$437.40. If an MBU directs comprehensive exams, the compensation would be \$145.80 per student. If an MBU supervises a six credit graduate thesis, the compensation would be \$145.80 x 6 (credits) or \$874.80.

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5. Individual Student Instruction in the School of Continuing Studies

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Any full-time faculty member who, in addition to his/her full-time teaching load, serves as instructor/supervisor of a directed seminar/reading project, independent study project, internship project, online course or other credit-bearing learning activity for the School of Continuing Studies may assume up to three (3) separate preparations or projects per semester with a maximum combined enrollment of twenty-eight (28) students with the consent of their school dean. Upon completion of each project at the conclusion of each semester, the MBU shall be paid \$121.50 per credit (\$364.50 per three credit special project) for enrollments of up to eleven (11) students in each course. The standard overload rate applies for individual sections with enrollments of twelve (12) to twenty (20) students. This rate will be increased yearly at the same rate as the overload rate.

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6. Librarians and Counselors

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Librarians and Counselors working under twelve (12) month contracts shall receive an additional one-sixth (1/6) of their base-salary.

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**ARTICLE XIV**  
**FRINGE BENEFITS**

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A. INSURANCE

RWU agrees to provide each full-time MBU and his/her family with the following:

1. Health Insurance – RWU will provide for full time-MBUs either individual or family plan coverage under the prevailing health insurance plan (currently Blue Cross-Blue Shield Healthmate Coast to Coast) underwritten by the University’s health insurance carrier.

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**Premium Contributions:**

MBUs enrolled in family plan coverage will contribute through December 31, 2012, by payroll deduction, one and one half percent (1½%) of their salary toward the family plan premium. MBUs enrolled in individual plan coverage, through December 31, 2012, will pay a ratably reduced percentage of their salary for individual coverage (based on the premium cost differential between family and individual coverage). Effective January 1, 2013, all MBUs will contribute a percentage of the previously selected individual or family plan premium based upon a bifurcation of salary to those earning less than \$85,000 per year and those earning \$85,000 or more per year as follows:

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- a. January 1, 2013 through June 30, 2013
  - i. <\$85,000 @ 6% of premium
  - ii. ≥\$85,000 @ 10% of premium
- b. July 1, 2013 through June 30, 2014
  - i. <\$85,000 @ 8% of premium
  - ii. ≥\$85,000 @ 12% of premium
- c. July 1, 2014 through June 30, 2015
  - i. <\$85,000 @ 10% of premium
  - ii. ≥\$85,000 @ 15% of premium
- d. July 1, 2015 through June 30, 2016
  - i. <\$85,000 @ 12% of premium
  - ii. ≥\$85,000 @ 17.5% of premium

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**Plan Design Co-Pay:**

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| a. Office Visit                     | \$ 15 |
| b. Specialist Visit                 | \$ 20 |
| c. Walk-In Clinic Visit/Urgent Care | \$ 20 |
| d. Emergency Room Visit             | \$100 |
| e. Prescriptions:                   |       |
| i. Generic                          | \$ 7  |
| ii. Preferred, name brand           | \$25  |
| iii. Non-preferred name brand       | \$40  |

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**Deductible Contributions:**

MBUs will pay the following toward the plan design, annual deductible as and when it applies to utilization of health care as provided by the current plan design:

- a. July 1, 2012 to June 30, 2013
  - i. Individual Plan: \$150
  - ii. Family Plan: \$250
- b. July 1, 2013 to June 30, 2014
  - i. Individual Plan: \$150
  - ii. Family Plan: \$250
- c. July 1, 2014 to June 30, 2015
  - i. Individual Plan: \$150
  - ii. Family Plan: \$250
- d. July 1, 2015 to June 30, 2016
  - i. Individual Plan \$250
  - ii. Family Plan \$500

**Carrier Change:**

RWU may, over the course of this CBA, change the Health Care Insurance Carrier, under a premium based or self-insured based structure, to ensure cost effectiveness, without amending the basic plan design, after first informing and then consulting the RWUFA prior to taking definitive action. To provide this consultation with the RWUFA, the parties shall convene a Joint Healthcare Committee comprised of two members designated by RWU and two members designated by the RWUFA President. RWU agrees to provide the Joint Healthcare Committee with information relevant to the insurers being considered, the potential and actual cost savings and any relevant information requested by the Committee. The parties also agree to the following conditions:

- a. RWU can contract with any health care insurer or health care administrator (health care carrier) licensed to do business in the State of Rhode Island.
- b. There shall be no change in health care insurance carrier for members covered by this agreement until such time that coverage is changed for all University employees.
- c. There shall be no change in health care plan design or co-pays from what is included in this agreement.
- d. In the event of a change in health care carrier, all incurred claims, as of the date of the change, subject to deductibles and co-pays, will be paid by the then current provider unless the incoming provider agrees to provide payment of the incurred claims.

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- e. Any change in health care carrier will not result in the exclusion of any member or covered individual within a family plan that has a pre-existing condition.
- f. In the event of a change in health care carrier, if a medical provider is not included in the incoming carrier's network, the member has a choice of obtaining the services from another provider participating in the network or remain with the out of network provider and incur the out of network charges. For those medical providers that are not in the incoming health care carrier network, RWU will request that the carrier solicit the medical providers to participate in the network.
- g. Any health care carrier may make changes to their provider network as a normal course of business.

**Nonaligned Administrators Program Parity:**

If, over the course of this CBA, the Nonaligned Administrators of the University receive a lesser premium contribution configuration, a lesser deductible contribution for the same health care benefit, or lesser amounts in plan design co-pays, the RWUFA may opt to change to the Nonaligned Administrators health care benefit plan, policy and procedures in full.

2. Dental Insurance – RWU agrees to provide, at the RWU's expense, each full-time MBU and his/her family with fully paid Delta Dental, Level IV, individual or family plan, and student rider to age 24.
3. Buy Back – If a full-time MBU chooses, he/she may opt to receive 50% of RWU's share of the health and/or dental insurance premiums paid on behalf of the MBU, or the annual premium cost per MBU of individual coverage, whichever is less, in lieu of the insurance coverage.
4. Life Insurance - RWU agrees to provide MBUs with \$100,000 life insurance. MBUs shall have the option of purchasing up to \$25,000 more in life insurance at their expense at the group rate, if and to the extent the insurance carrier permits it. No medical examination or waiting period is required. There shall be a double indemnity provision for accidental death or dismemberment. All policies continue in force without further premium payments if the MBU becomes totally disabled before age sixty (60).
5. Short-Term Disability Insurance – RWU will continue to provide, at the RWU's expense, each full-time MBU with short term disability insurance coverage which supplements Rhode Island Temporary Disability Insurance. The policy provides for no medical examination or "waiting" period and

2809 payment under the policy begins when an illness or injury extends beyond the  
2810 full-pay sick leave benefit period. The policy provides that those employees  
2811 who qualify under the policy receive benefits which supplement RI TDI so  
2812 that the total temporary disability payments including Rhode Island  
2813 Temporary Disability benefits amount to 60% of an employee's normal base  
2814 pay up to a maximum of \$3000 per month for a period of twenty six (26)  
2815 weeks. While Temporary Disability coverage is in force, the RWU reserves  
2816 the right to require a periodic statement from the MBU's physician.

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2818 6. Long Term Disability Insurance - RWU will provide, at RWU's expense,  
2819 coverage for MBUs under its present total disability insurance policy which  
2820 supplements Social Security Disability Benefits. No medical examination is  
2821 required. Those employees who qualify under the policy receive benefits  
2822 which supplement Social Security Disability Benefits so that the total  
2823 disability payments, including Social Security Disability Benefits, amount to  
2824 60% of an employee's normal base pay, up to age sixty five (65). If an  
2825 employee who is enrolled in the TIAA/CREF, VALIC, or other Retirement  
2826 Plan becomes totally disabled, total disability insurance also covers his/her  
2827 retirement premiums during the period of total disability.

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2829 7. RWU may substitute similar life insurance or disability insurance plans for  
2830 those plans currently in effect.

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2832 8. RWU will make available for MBUs, on a voluntary basis, a Section 125 Plan  
2833 for unreimbursed medical expenses (including dental and vision expenses),  
2834 and dependent day care reimbursement. RWU agrees to allow MBUs to  
2835 participate in Child Care and unreimbursed medical options up to the  
2836 maximum set by the IRS. The plan will be administered by RWU or its  
2837 designee in accordance with the Internal Revenue Code and its implementing  
2838 regulations provided that the RWUFA will be informed of specifics and major  
2839 changes before implementation.

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## 2841 B. SOCIAL SECURITY

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2843 All MBUs are covered by the mandatory Federal Social Security Program,  
2844 which provides both retirement and disability benefits and, at age 65,  
2845 medical/hospital benefits under Medicare.

2846 RWU matches the MBUs required contributions, which are made via payroll  
2847 deductions on a calendar year basis.

## 2848 C. WORKERS' COMPENSATION

2849 All MBUs are protected under Workers' Compensation in case of on-the-job  
2850 accidents. All such accidents, however minor, should be reported promptly to

2851 the Dean of the appropriate School or supervisor, who will in turn fill out an  
2852 official report form and forward it to the Office of Human Resources.

2853 D. VACATION WITH PAY: LIBRARIANS AND GRANDPERSONED  
2854 COUNSELORS

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2857 Current Vacation and Winter/Christmas intersession paid leave (excluding  
2858 Holidays) is sunsetted upon full ratification of this Agreement. Replacing it is  
2859 the following vacation policy which consists of:

- 2860 1. Monthly accrual of vacation leave up to 20 days per year for 12 month  
2861 MBUs in each of the MBUs first ten years of service.
- 2862 2. Monthly accrual increases for MBUs who have completed 10 years of  
2863 service, starting in their 11th year of service through their 20th year of  
2864 service up to 25 days per year for 12 month MBUs.
- 2865 3. Monthly accrual increases for MBUs who have completed 20 years of  
2866 service, starting in their 21st year of service, up to 30 days per year for 12  
2867 month MBUs.
- 2868 4. 10 month MBUs' leave will accrue at the rate of 10/12ths of the accrual  
2869 rate for 12 month MBUs in the appropriate category as set out above.
- 2870 5. Part-time MBUs' leave will accrue at the rate of #Hrs per Week/35ths of  
2871 the accrual rate based on years of service and 10 or 12 month status.
- 2872 a. The one, current, part-time, ten month Counselor will, exclusively, be  
2873 Grandpersoned as to her current, paid time off of 18.6 days per year,  
2874 except said time is converted to her annual vacation account. Should  
2875 her status change to greater or lesser hours worked per week, her  
2876 vacation account shall thereafter be governed in accordance with the  
2877 Librarians' and Grandpersoned Counselors' governing vacation  
2878 accrual provision.
- 2879 6. All annual accrual rates as set out above x 1.5= the maximum vacation  
2880 accrual. Once the maximum is reached, accrual is halted until use enables  
2881 accrual again.
- 2882 7. Vacation may be scheduled at any time throughout the working year upon  
2883 the approval of the MBU's supervisor which may not be unreasonably  
2884 denied.

2885 E. PROFESSIONAL TRAVEL AND DEVELOPMENT

2886 1. RWU agrees to encourage continued professional development by budgeting  
2887 the following amounts annually per full-time MBU (as of September 15 of  
2888 each year) for professional development.

2889

2012-2013	\$3,100
2013-2014	\$3,175
2014- 2015	\$3,250
2015- 2016	\$3,325

2890

2891 2. Part-time, Librarians & Counselors may also participate in this program on a  
2892 pro-rated basis. Part-time faculty MBUs who are paid a percentage of a full  
2893 salary shall be eligible for professional development funds on a pro-rated  
2894 basis.

2895 3. Policy & Procedure Governing Professional Travel & Development  
2896 The policy and procedure governing the application disbursement, record  
2897 keeping and audit of this program is found in APPENDIX H.

2898 4. The Professional Development Committee shall meet monthly during the  
2899 regular school year (September – May). The deadline for submission of  
2900 properly utilized expenditures, incurred within the last year and seeking  
2901 reimbursement, must be submitted by May 1<sup>st</sup>. (See APPENDIX H.)

2902 5. Foundation to Promote Scholarship and Teaching

2903 a. The purpose of the Foundation is to encourage and support the efforts  
2904 of MBUs in the wide variety of different kinds of scholarly activities  
2905 generally recognized in undergraduate-focused universities and  
2906 articulated in *Scholarship Reconsidered* and the subsequent expansion  
2907 of Ernest Boyer’s work supported by the Carnegie Foundation for the  
2908 Advancement of Teaching. RWU notes that Boyer articulated the  
2909 importance of the Scholarship of Teaching in promoting excellence in  
2910 the classroom as a key concern in the context of the University’s  
2911 mission.

2912

2913 It is the aim of the Foundation to be a resource for three general groups  
2914 of full-time faculty in their efforts to develop self-sustaining  
2915 scholarly/creative agendas. Priority in funding and course releases

2916 shall be directed to a) tenure-track, untenured faculty who evidence a  
2917 need for support to continue or initiate scholarly or creative endeavors  
2918 and/or to provide incentives to raise extramural funding; and b) mid-  
2919 career and senior faculty who evidence a need to retool or reinvigorate  
2920 their existing scholarly engagement; and c) mid-career and senior  
2921 faculty who evidence a need for an internal, but short-term infusion of  
2922 resources to benefit their on-going research or other scholarly  
2923 endeavor. It is not the mission of the Foundation to be a perpetual  
2924 granting agency for individual lines of research.

2925 The general criteria used by the Foundation in providing different  
2926 kinds of support for scholarship shall include academic merit/validity,  
2927 the nature and quantity of support required for the successful pursuit of  
2928 scholarly activity, availability of alternate or supplemental (matching)  
2929 financing, ties to the curricular and teaching activities of the  
2930 University (especially research or scholarly projects involving Roger  
2931 Williams University students) and relationship to the University's  
2932 mission. The Foundation shall review grant and course release  
2933 requests submitted to it and shall determine whether and to what extent  
2934 such grant or course release requests shall be funded or approved.  
2935 (Scholarly research as applied to those faculty members in the area of  
2936 Fine and Performing Arts shall encompass creative activity in their  
2937 respective discipline, providing that this activity contributes to the  
2938 artistic and/or intellectual substance of the profession.)

2939 b. The Foundation shall consist of six voting members: four full-time  
2940 faculty members, two from CAS and two from the professional  
2941 schools, and two administrators--the Provost (or his/her designee) and  
2942 a School/College dean appointed by the Provost. The Chair of the  
2943 Foundation shall be elected by its members. The faculty members  
2944 shall be chosen in an election administered by the Faculty Senate. The  
2945 election shall take place by September 15 of each year. The members'  
2946 term begins on October 1 of that year. Terms shall be two years in  
2947 duration and staggered. For the first election cycle, two members,  
2948 determined by lot, shall serve one year. Members are eligible for re-  
2949 election. To be eligible for election to the Foundation, faculty  
2950 members should have a record of scholarship evidenced by publication  
2951 in a refereed venue, the award of external grant support or formal  
2952 presentations at professional conferences, or a record of excellence in  
2953 teaching as evidenced by a teaching award, presentations at teaching  
2954 conferences, or publication in a teaching journal.

2955  
2956 c. The Foundation shall establish and make public fair, appropriate, and  
2957 efficient procedures for soliciting grant or course release requests, and



2958 for reviewing such requests and determining whether and to what  
 2959 extent specific requests are to be funded or approved. The Foundation  
 2960 shall not be obligated to make any grants or approve any course  
 2961 releases if no appropriate proposals are received and positively  
 2962 evaluated. MBUs receiving grants shall submit a detailed report of  
 2963 their activities to the Foundation within thirty days of the start of the  
 2964 semester following their award, which shall be shared by the  
 2965 Foundation with the University community. Members of the  
 2966 Foundation may not participate in the review of any proposals that  
 2967 they submit to the Foundation. The decisions of the Foundation shall  
 2968 be final and binding. The applications to and awards made by the  
 2969 Foundation shall be a matter of public record and will be  
 2970 communicated to the University community in a timely fashion.

2971  
 2972 d. The Foundation shall award both grant funds and course releases to  
 2973 support the enhancement of teaching and scholarly activities, which  
 2974 shall include proposals related to general scholarship as well as  
 2975 proposals focused on exploration of such areas as teaching methods,  
 2976 responses to different learning styles, integration of technology in  
 2977 teaching, the assessment of student learning outcomes and the  
 2978 enhancement of faculty content-area knowledge and pedagogical  
 2979 techniques.

2980  
 2981 e. To fund monetary grants RWU shall make available, to the  
 2982 Foundation, the following monies:

2983	<u>Year</u>	<u>Amount</u>
2984	2012-2013	\$137,757
2985	2013-2014	\$140,512
2986	2014-2015	\$143,322
2987	2015-2016	\$146,189

2988  
 2989 f. For course releases per year, the University shall make available to  
 2990 the Foundation the following:

2991	<u>Year</u>	<u>Total</u>
2992	2012-2013	50
2993	2013-2014	50
2994	2014-2015	50
2995	2015-2016	50

2996

2997 i) Seventy-five hours of release from regular reporting and  
2998 associated counseling or librarian responsibilities shall constitute  
2999 one course release for either counseling or library science faculty.

3000 g. All proposals for grants or course releases shall clearly articulate how  
3001 the results of the proposed scholarship will be presented to appropriate  
3002 professional audiences. It is expected that all funded proposals will  
3003 have one or more outcomes that will result in presentation and critique.  
3004 Traditional forms of presentation include treatises, books,  
3005 monographs, refereed articles, reviews, or critiques in journals,  
3006 periodicals or other appropriate publications. The University also  
3007 recognizes other forms of presentation such as at professional  
3008 meetings, professional workshops, external requests for consultation,  
3009 reviewed creative performances, juried exhibitions, commissions for  
3010 professional work and curricula proposals reviewed by appropriate  
3011 consultants.

3012  
3013 Any MBU who receives grant or course release support and who fails  
3014 to accomplish the project as approved will not be eligible for further  
3015 Foundation support without the consent of the Provost. Normally an  
3016 MBU will not be supported by the Foundation for more than two  
3017 consecutive funding years. An MBU may receive monetary  
3018 grants/course release(s) for more than two consecutive funding years  
3019 only if the proposal clearly demonstrates a compelling need.

3020  
3021 No recipient of a course release may teach a course overload during  
3022 the release semester (permission may be granted in exceptional cases  
3023 by the Provost following consultation with the appropriate  
3024 School/College dean and upon notification to the RWUFA). An MBU  
3025 who is unable to use an awarded course release in the semester  
3026 authorized due to some exigent circumstance, will consult with the  
3027 MBU's dean and/or Provost to arrive at mutual agreement on the  
3028 semester for the carry-over of the release.

3029

3030 6. Nothing in this section shall preclude a dean from granting additional course  
3031 releases with the approval of the Provost.

3032 F. RETIREMENT PLANS

3033 1. All full-time MBUs shall have the right to join and make deposits in  
3034 TIAA/CREF, VALIC, or other Retirement Plan or any additional  
3035 retirement funding vehicle made available by RWU. Participating MBUs  
3036 will receive the following "match" contribution from the University  
3037 conditioned upon the MBU's elected 5% contribution:

- 3038 a. 2012/2013: 9.5%  
3039 b. 2013/2014: 9.0%

- 3040 c. 2014/2015: 9.0%  
3041 d. 2015/2016: Effective July 1, 2015 the RWU Match will  
3042 remain at 9% of base salary until June 1, 2016 at which time it will drop to  
3043 8% of base salary for all participating MBUs.  
3044

3045 The MBU is fully and immediately one hundred percent (100%) vested in  
3046 RWU's contribution. Employees shall have the right to make their own  
3047 contributions immediately upon the date of hire. All rights, including  
3048 contributions made by RWU, shall be one hundred percent (100%) vested  
3049 with the MBU.  
3050

- 3051 2. RWU agrees to participate in the TIAA/CREF or VALIC Supplemental  
3052 Retirement Annuity Program, at the MBU's option and to allow MBUs to  
3053 contribute to this plan through payroll deductions. It is understood that  
3054 RWU will not contribute financially to this supplemental program.  
3055

3056 G. DISCOUNTS AND PRIVILEGES

- 3057 1. MBUs will be admitted to all RWU-sponsored events free of charge.  
3058  
3059 2. MBUs may cash personal checks of up to \$100 in the Bursar's Office.  
3060  
3061 3. MBUs shall have the right to direct the deposit of all or any portion of their  
3062 paycheck into any financial institution insured by the Federal Deposit  
3063 Insurance Corporation, consistent with RWU's payroll capacity and provided  
3064 that any direction of a change in excess of one (1) during one academic year  
3065 shall cost \$5.00 per change.  
3066  
3067 4. Normally, all MBUs will be provided with a permanent identity card by  
3068 October 1.  
3069

3070 H. PERSONAL LEAVES OF ABSENCE

3071 An authorized leave of absence from the University at full salary, or  
3072 without salary, generally shall not be deemed an interruption of service within  
3073 the Bargaining Unit. The following categories of leave are available under the  
3074 terms and conditions set forth:

- 3075 1. Death In the Immediate Family of an MBU  
3076

3077 A maximum of five (5) days with full pay upon death of husband or wife,  
3078 father or mother, son or daughter, father-in-law or mother-in-law, son-in-law  
3079 or daughter-in-law, brother or sister, or grandchild. A maximum of three (3)

3080 days with full pay upon the death of brother-in law or sister-in-law,  
3081 grandparent, or a relative living in the same household. RWU may require  
3082 proof of death.  
3083

3084 2. Illness of MBU

3085 a. Fifteen (15) work days per year with full pay in any fiscal year  
3086 (July 1 to June 30). Sick leave is cumulative to forty five (45)  
3087 days, calculated from the date of initial appointment of MBU.

3088 b. Sick Leave Bank: A sick leave bank will be formed and  
3089 operated during the term of this CBA as follows:

- 3090 i. Each MBU who contributes at least one (1) day of  
3091 accumulated sick leave to the Faculty Sick Leave  
3092 Bank (Bank), per fiscal year of operation, shall be  
3093 eligible to receive paid sick leave days from the Bank.
- 3094 ii. No more than three (3) days per fiscal year of  
3095 operation may be donated to the Bank.
- 3096 iii. Donations may not be made in the year that a MBU  
3097 announces his/her retirement or actually retires from  
3098 RWU.
- 3099 iv. A MBU seeking to draw from the Bank must present  
3100 medical documentation of an illness or injury that is  
3101 work incapacitating and not work related.
- 3102 v. An individual MBU may only draw from the Bank  
3103 once over the course of four (4) years, commencing  
3104 the effective date of the governing CBA.
- 3105 vi. Absent authorization from both the RWUFA and  
3106 RWU, a MBU may not draw more than seventy five  
3107 (75) days from the Bank.
- 3108 vii. The draw from the Bank shall be five (5) days for  
3109 each full week of incapacitation from work.
- 3110 viii. At no time may a MBU exceed his/her then current,  
3111 bi-weekly salary after taking into account any  
3112 payments from Rhode Island TDI and/or any other  
3113 short term disability program then covering the illness  
3114 or injury to the MBU.
- 3115 ix. Withdrawals from the Bank may only be made and  
3116 used to the extent that one or more days are available  
3117 in the Bank as there may be no draw once the Bank is  
3118 depleted to zero days.
- 3119 x. If there are competing requests for a limited number  
3120 of available days, the University will determine  
3121 allocation after consultation with the RWUFA and the  
3122 affected MBUs.

- 3123 xi. No more than fifty (50) days of unused, sick leave in  
3124 the Bank, may carryover from year to year.  
3125 xii. Sick Leave Bank management will reside  
3126 concurrently with the Office of the Provost and the  
3127 Department of Human Resources.  
3128

3129 3. Jury Duty  
3130

3131 Upon presentation of jury summons, an MBU will receive the difference  
3132 between his/her university pay and jury pay for each day of required jury duty.  
3133 He/she is, however, expected to report for work on any day when he/she is  
3134 excused from jury duty for at least half a day.

3135 4. Parental Leave  
3136

3137 Parental leave with full pay and benefits for one full academic semester, once  
3138 in each four academic year period, shall be available to all MBUs as follows:

- 3139 1. RWU's Family Leave Policy (fully incorporating federal and  
3140 state family and medical leave law) will run concurrently  
3141 where applicable, to all leave utilized hereunder, and is  
3142 therefore incorporated herein by reference.  
3143 2. As a condition precedent to paid leave utilization, all paid  
3144 leaves available to the MBU electing Parental Leave need first  
3145 be exhausted.  
3146 3. Leave directly related to the birth of a MBU's biological child,  
3147 the adoption of a child by a MBU, the foster care placement or  
3148 commencement of guardianship of a child (the enabling event),  
3149 consistent with the leave enabling events of the RWU Family  
3150 Leave Policy, may be taken for one full semester as follows:  
3151 a. An enabling event from March 15<sup>th</sup> of each year through  
3152 October 15<sup>th</sup> of each year would dictate the parental leave  
3153 starting on the next or then current fall semester. If the birth  
3154 is expected between the start of the fall semester and  
3155 October 15<sup>th</sup> of that fall semester the faculty member must  
3156 notify their respective dean at least sixty (60) days in  
3157 advance of the start of the fall semester and request the  
3158 parental leave.  
3159 b. An enabling event from October 16<sup>th</sup> of each year through  
3160 March 14<sup>th</sup> of the following calendar year would dictate  
3161 parental leave starting on the next or then current spring  
3162 semester. If the birth is expected between the start of the  
3163 spring semester and March 14<sup>th</sup> of that spring semester the  
3164 faculty member must notify their respective dean at least  
3165 sixty (60) days in advance of the start of the spring  
3166 semester and request the approved parental leave.

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4. Paid leave, pursuant to this provision, incorporating governing family and medical leave policy and law, is capped at one (1) semester. Therefore, if a paid leave, under family and medical leave policy and law and directly related to the parental leave taken for one (1) semester, is taken before the start of the parental leave semester, all monies, on a dollar for dollar basis, paid before the start of the parental leave semester, will be added to the paid days of the parental leave semester until one (1) semester in days paid is reached. At that time, the remainder of the parental leave semester will be unpaid.
  5. If the MBU utilizing leave hereunder, is giving birth, any payments otherwise to be provided for parental leave will first be reduced by the amount provided by RI TDI or any short term disability program payments afforded the MBU.
  6. The semester on leave shall not count toward the accrual of years toward a sabbatical.
  7. A probationary MBU, electing leave hereunder, may suspend the tenure review process for one (1) academic year by notifying the Provost at least thirty (30) days prior to the end of the leave.
  8. At the discretion of the University, upon the recommendation of the Provost, additional leave without pay or a reduction in workload and concomitant reduction in pay, in the semester following the paid leave set out above, may be granted.

3191 Example:

3192           Woman gives birth February 10<sup>th</sup>. That MBU will be provided the entire  
3193 spring semester off with pay. If that MBU leaves while the University is in  
3194 session (e.g. Dec. 1<sup>st</sup>) and before the beginning of the spring semester, she must  
3195 utilize family leave and will be entitled (not mandated) to draw paid leave from  
3196 available leave accrual until the end of the semester (e.g. Dec. 22<sup>nd</sup>). If the MBU  
3197 elects to draw paid leave in December, that amount will be deducted from her  
3198 paid leave already drawn, on a day for day basis. So, in this case, the last 22 days  
3199 of the spring semester will be unpaid leave with full benefits.  
3200

3201 NOTE: Parental Leave Policy will operate for the four (4) years of the CBA as a  
3202 pilot policy. Accordingly, it will sunset on June 30, 2016 if not expressly  
3203 renegotiated for inclusion in a successor CBA prior to that date.

3204 5. Military Leave

3205  
3206           Upon presentation of duty dates, military orders and military pay rate, all  
3207 MBUs will receive up to thirty (30) days of reserve leave in addition to his/her  
3208 regular pay and military pay for this leave and continue all fringe benefits.

3209 Upon official discharge from military leave, an MBU may elect to resume  
3210 appropriate duties at RWU and full salary within thirty (30) days of the  
3211 completion of leave.

3212 All fringe benefits will continue during military leave, except as identified  
3213 above, or as provided by the military.

3214 6. Sabbatical and Other Professional Leaves

3215  
3216 a. Sabbatical Leave

3217  
3218 After the first seven (7) years of full-time service with  
3219 Roger Williams University, sabbatical leave may be granted. Any  
3220 year in which the MBU takes a leave longer than one semester will  
3221 not be counted towards the seven years of service. Upon  
3222 completion of the academic year in which the first sabbatical has  
3223 been taken, an MBU will be eligible for his or her next sabbatical  
3224 upon completion of six (6) years of service (excluding any year  
3225 which includes a leave of longer than one semester). All  
3226 sabbaticals shall be subject to the following:

3227 1. The MBU shall pursue a program of professional development  
3228 calculated to enhance his/her ability to serve the University. In  
3229 no event shall an MBU on sabbatical hold a full-time job  
3230 without the approval of the Provost.

3231  
3232 2. An MBU desiring to take a sabbatical shall prepare a statement  
3233 describing, in detail, the purpose and nature of the professional  
3234 activities in which he/she will be engaging, including an  
3235 explanation of how the proposed activity will be of benefit to  
3236 the individual professionally and to the institution. Sabbatical  
3237 proposals are competitive and shall satisfy at least one of the  
3238 following criteria for approval:

- 3239 i. Sabbatical would demonstrably and substantively  
3240 improve his/her teaching skills and/or curriculum;  
3241 ii. Sabbatical would be used to produce an article, book,  
3242 artistic creation, or material within the faculty  
3243 member's discipline for purposes of publication,  
3244 performance, or exhibition; or  
3245 iii. Sabbatical would be used for advanced study consistent  
3246 with the MBU's appointment, such as degree programs,  
3247 course work, seminars, workshops, fellowships,  
3248 supervised independent study, or supervised research.

3249  
3250 3. Sabbatical leaves will be limited to a maximum of ten (10%),

3251 eleven (11%), twelve (12%) and thirteen (13%) percent of the  
3252 full-time probationary and tenured MBUs in each successive  
3253 year of this Agreement.

3254 4. A Faculty Sabbatical Committee (FSC) shall be the primary  
3255 agent for critiquing the sabbatical proposals and, along with the  
3256 deans, making effective recommendations for award of  
3257 sabbatical leaves. The FSC shall be composed of one (1)  
3258 representative, elected annually, from each school and/or unit.  
3259 Faculty members elected to the FSC will have taken a  
3260 sabbatical previously. FSC members may not apply for a  
3261 sabbatical leave while serving in said capacity.  
3262

3263 5. Criteria to be considered by the Faculty Sabbatical Committee,  
3264 in addition to the strength of the sabbatical proposal, are the  
3265 following:

- 3266 i. Opportunities for all individuals in all fields to have  
3267 sabbaticals, provided that no eligible MBU shall  
3268 consistently be denied a sabbatical for this reason alone;
- 3269 ii. A singular sabbatical opportunity involving recognition  
3270 for an individual and/or the University;
- 3271 iii. The adverse effect of a leave upon the academic  
3272 program of the individual and the department, provided  
3273 that faculty members denied for this reason will have  
3274 their leave postponed until the following year, if  
3275 applicable;
- 3276 iv. Length of full-time employment with the University or  
3277 the date of termination of the MBU's last sabbatical,  
3278 whichever is more recent, provided that employment  
3279 outside the bargaining unit or employment prior to  
3280 leaving the bargaining unit shall not apply for this  
3281 purpose to administrators who become MBUs.
- 3282 v. The recommendations, and rationale of the deans.

3283

3284 6. Application for sabbatical leave, complete with statement of  
3285 proposed activity, shall be submitted to the Faculty Sabbatical  
3286 Committee with copy to the Provost of RWU and the dean of  
3287 the appropriate school/college not later than September 15 of  
3288 the year of application; preceding the proposed sabbatical year.  
3289 The Faculty Sabbatical Committee shall review all sabbatical  
3290 leave proposals as well as any input forwarded by the deans of  
3291 the applicants' Schools/Colleges, in terms of all of the criteria  
3292 set forth in this Article and forward the proposals in priority  
3293 order with recommendations to the Provost not later than  
3294 October 15<sup>th</sup> of the year of application (preceding the  
3295 sabbatical year).  
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7. After giving considerable weight to the FCS' and deans' recommendations, and based on the published criteria, the Provost shall finally determine which MBUs shall receive sabbaticals.
  8. Sabbaticals may be awarded and taken for either a semester or an academic year (pro-rated in the case of non-teaching faculty). Compensation will be at the rate of one hundred percent (100%) of the MBU's salary for one (1) semester leave and fifty five percent (55%) of the faculty member's salary for an academic year leave.
  9. An MBU granted sabbatical leave shall sign a statement that he/she shall return to full-time teaching at Roger Williams University at the end of the sabbatical period for at least two (2) years. In the event that there is a violation of such agreement, the MBU shall forfeit to RWU all monies paid to him/her by the University during the sabbatical period.
  10. An MBU must substantively demonstrate, to the Provost, achievement of the proposed outcomes of the sabbatical leave through a detailed report and/or other acceptable documentation within thirty (30) days of the start of the semester following return from the sabbatical. Transcripts of any advanced study must be sent, when course work is completed, to the Provost.
  11. All fringe benefits shall continue to be paid while the MBU is on sabbatical leave.

3327           b. Academic Leave of Absence

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1. An academic leave of absence without pay may be requested by an MBU, normally after two (2) years of full-time service to the University. Leave of absence requests may be made sooner if the person requesting the leave is in receipt of an educational grant or fellowship in his/her academic field, and if that grant or fellowship is provided by sources outside the University.
  2. Determination on leaves of absence shall be made through mutual consent of the Provost and the Dean of the appropriate School

3340 3. Blue Cross Major Medical shall continue to be paid by RWU  
3341 while the MBU is on leave.

3342  
3343  
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7. Leave to Serve in University Administration

3345 Leaves of absence granted to MBUs by RWU to allow service in an  
3346 administrative capacity at the University shall not interrupt an MBU's  
3347 continuity of appointment in the Bargaining Unit (for purposes of seniority,  
3348 etc.) so long as leaves do not exceed four (4) semesters within a four (4) year  
3349 period. If an individual does not return to the Bargaining Unit within four (4)  
3350 semesters or serves in an administrative capacity for more than four (4)  
3351 semesters within a four (4) year period, he/she shall be considered to have  
3352 interrupted his/her continuous service in the Bargaining Unit, terminating  
3353 seniority, and shall be treated, in case that he/she is later appointed to a  
3354 position within the Bargaining Unit, as any new MBU in terms of seniority as  
3355 defined in this Agreement. All former MBUs who are currently serving in an  
3356 administrative capacity will be entitled to return to the Bargaining Unit with  
3357 full seniority provided that they do not serve in this capacity for more than  
3358 four (4) semesters in a four (4) year period commencing in September of  
3359 1995.

3360 No tenured MBU who leaves the bargaining unit temporarily to serve  
3361 in a non-bargaining unit administrative role/capacity shall, upon reentering  
3362 bargaining unit employment, resuming status as a faculty MBU, be paid less  
3363 or resume a lower ranked position than when she or he temporarily left the  
3364 unit.

3365

3366 I. RELEASED TIME

3367 Released time may be arranged with permission of the Dean of the  
3368 appropriate School and the Provost. Compensation and fringe benefits will be  
3369 pro-rated upon the portion of the faculty member's load during the released time  
3370 period.

3371

3372 J. TUITION REMISSION

3373 After six (6) months of continuous service in an RWUFA recognized  
3374 position, a full-time MBU, that MBU's eligible spouse and/or eligible children  
3375 (including adopted and stepchildren) may enroll, tuition free, in any  
3376 undergraduate or graduate course or degree program for which there is space

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- available, excluding the RWU School of Law, on any campus owned and operated by the University, subject to the following modifiers:
1. Children, defined above, must be no older than twenty-six (26) at the start of the semester in which enrolled or must be considered a legal dependent of the MBU, as qualified by IRS regulations and included on his/her parent's most recent tax return in order to be eligible to participate.
  2. Both spouse and qualifying children must first be accepted into the course or degree program based upon the University's evaluation of the ability of the spouse and/or qualifying children to successfully complete the course or program of study.
  3. Tuition remission for graduate courses, not taken as a matriculating student, is limited to three in the graduate degree discipline.
  4. Cost of books, supplies, application fees, student athletic fees, student activity fees, health service fees, or other fees are payable by the student. The student is also responsible for reimbursing the payment made by RWU to a supervising faculty member when a student enrolls in an independent study.
  5. The University's London Program, for one semester's enrollment shall, for purposes of this provision only, be available to otherwise eligible children of MBUs on a tuition-free basis.
  6. The University's On-line & Continuing Education Program shall, for purposes of this provision only, be considered owned and operated by the University for such period as it is administered by either employees of the University or under the direction of the University and without direct cost to the University for enrollment of students.
  7. Condition precedent to an MBU's enrollment in any authorized course or program of study is that such attendance does not conflict with the MBU's formal working schedule.
  8. If an MBU dies after an eligible individual is accepted and enrolled at the University under this provision, then the eligible individual may complete, tuition-free, his/her course or program of study, unless the program of study is not completed in five (5) years from the date of death of the MBU, at which time tuition remission is no longer available for any semester in which the five (5) year period has expired.
  9. Each year of this Agreement, a maximum of the first five (5) duly qualified and admitted students who are either the spouse, child or legal dependent of a full-time MBU, and no more than 30 years old at the beginning of RWU's

3422 Law School academic year, will receive a waiver of one-half of the regular  
3423 tuition otherwise charged to the admitted student. As long as such student  
3424 remains properly enrolled and continues to remain eligible under the  
3425 conditions of this waiver, he/she will retain that waiver year to year.  
3426 Therefore, regardless of whether or not a tuition waiver remains in effect for a  
3427 recipient's second or third year, a maximum of five (5) new waivers are  
3428 available year to year for the duration of this Agreement. Lost or lapsed  
3429 waivers are not assumable by anyone else nor returnable to a bank for  
3430 reallocation. The maximum number of waivers that may be allocated over the  
3431 term of this agreement is, then, twenty (20).  
3432

3433 K. PART-TIME FACULTY MBUs

3434 Adjunct teaching faculty in the day program shall be entitled to the  
3435 following benefits, on a pro-rated basis:

- 3436 1. Health Insurance (Article XIV, Subsection A.1.)
- 3437 2. Dental Insurance (Article XIV, Subsection A.2.)
- 3438 3. Life Insurance (Article XIV, A.4.)
- 3439 4. Social Security (Article XIV, Section B)
- 3440 5. Workers' Compensation (Article XIV, Section C)
- 3441 6. Sick Leave (Article XIV, Subsection H.2.)
- 3442 7. Discounts and Privileges (Article XIV, Section G).

3443 This entitlement shall begin only after being employed for four (4)  
3444 months. Once the four month period has been served, this provision will take  
3445 effect. An MBU who is not continuously employed need not re-serve the four  
3446 (4) months in the event he/she returns to the bargaining unit. All current part-  
3447 time MBUs shall be exempt from this provision.

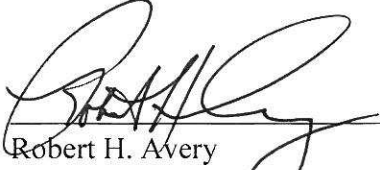
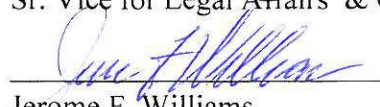
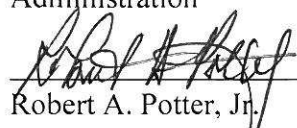
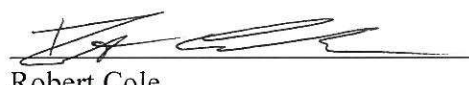
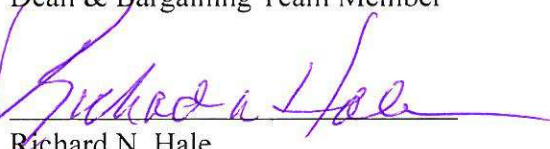
3448 Part-time MBUs who fail to make timely payment of their pro-rata share of the  
3449 cost of any benefits under this section will thereby forfeit their right to all  
3450 benefits under this section for the duration of this Agreement.

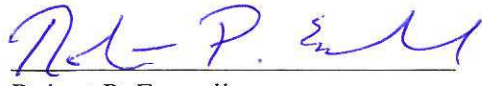
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3454 IN WITNESS WHEREOF the following have set their signatures and seals this 26<sup>th</sup>  
3455 day of December, 2012.

3456  
3457 For RWU  
3458  
3459   
3460 Robert H. Avery  
3461 Sr. Vice for Legal Affairs & General Counsel  
3462   
3463 Jerome F. Williams  
3464 Executive Vice President for Finance &  
3465 Administration  
3466   
3467 Robert A. Potter, Jr.  
3468 Interim Provost & Bargaining Team Member  
3469   
3470 Robert Cole  
3471 Dean & Bargaining Team Member  
3472  
3473   
3474 Richard N. Hale  
3475 Senior Advisor to the President &  
3476 Bargaining & Team Member  
3477  
3478  
3479

For RWUFA  
  
Robert P. Engvall  
President & Professor  
  
Jennifer Azevedo  
Assistant Executive Director, NEARI  
  
Lisa Newcity  
Professor and Bargaining Team Member  
  
Lynn Ruggieri  
Treasurer, Professor & Bargaining Team  
Member  
  
June Speakman  
Past President, Professor & Bargaining  
Team Member  
  
Mel Topf  
Professor & Bargaining Team Member

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3481  
3482

**APPENDIX A**  
**FACULTY PROFESSIONAL ETHICS**

3483 Both the University and the RWUFA are committed to the highest levels of  
3484 professionalism on the part of individual faculty members as teachers, scholars, and  
3485 members of the University community and the larger communities in which they live and  
3486 work. As professionals, individual faculty members comply with the ethical norms of the

3487 profession of teaching and refrain from unprofessional conduct that significantly impedes  
3488 the mission and functioning of the University.

3489 Faculty members understand the special professional responsibilities that they  
3490 have to their students and others within the University community. The University and  
3491 the RWUFA recognize those special responsibilities and have adopted as a part of the  
3492 collective bargaining agreement, this appendix on Faculty Professional Ethics (Appendix  
3493 A) derived from the A.A.U.P. Statement on Professional Ethics (originally adopted in  
3494 1966, and revised in 1987).

3495

### THE STATEMENT

3496 1. Professors guided by a deep conviction of the worth and dignity of the  
3497 advancement of knowledge, recognize the special responsibilities placed upon  
3498 them. Their primary responsibility to their subject is to seek and to state the truth  
3499 as they see it. To this end professors devote their energies to developing and  
3500 improving their scholarly competence. They accept the obligation to exercise  
3501 critical self-discipline and judgment in using, extending, and transmitting  
3502 knowledge. They practice intellectual honesty. Although professors may follow  
3503 subsidiary interests, these interests must never seriously hamper or compromise  
3504 their freedom of inquiry.

3505 2. As teachers, professors encourage the free pursuit of learning in their students.  
3506 They hold before them the best scholarly and ethical standards of their discipline.  
3507 Professors demonstrate respect for students as individuals and adhere to their  
3508 proper roles as intellectual guides and counselors. Professors make every  
3509 reasonable effort to foster honest academic conduct and to ensure that their  
3510 evaluations of students reflect each student's true merit. They respect the  
3511 confidential nature of the relationship between professor and student. They avoid  
3512 any exploitation, harassment, or discriminatory treatment of students. They  
3513 acknowledge significant academic or scholarly assistance from them. They  
3514 protect their academic freedom.

3515 3. As colleagues, professors have obligations that derive from common membership  
3516 in the community of scholars. Professors do not discriminate against or harass  
3517 colleagues. They respect and defend the free inquiry of associates. In the  
3518 exchange of criticism and ideas professors show due respect for the opinions of  
3519 others. Professors acknowledge academic debt and strive to be objective in their  
3520 professional judgment of colleagues. Professors accept their share of faculty  
3521 responsibilities for the governance of their institution.

3522 4. As members of an academic institution, professors seek above all to be effective  
3523 teachers and scholars. Although professors observe the stated regulations of the

3524 institution, provided the regulations do not contravene academic freedom, they  
3525 maintain their right to criticize and seek revision. Professors give due regard to  
3526 their paramount responsibilities within the institution in determining the amount  
3527 and character of work done outside it. When considering the interruption or  
3528 termination of their service, professors recognize the effect of their decision upon  
3529 the program of the institution and give due notice of their intentions.

3530 5. As members of the community, professors have the rights and obligations of other  
3531 citizens. Professors measure the urgency of these obligations in the light of their  
3532 responsibilities to their subject, to their students, to their profession, and to their  
3533 institution. When they speak or act as private persons, they avoid creating the  
3534 impression of speaking or acting for their college or university. As citizens  
3535 engaged in a profession that depends upon freedom for its health and integrity,  
3536 professors have a particular obligation to promote conditions of free inquiry and  
3537 to further public understanding of academic freedom.

3538

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3540

**APPENDIX B**  
**ACADEMIC FREEDOM**

3541 Faith in the fundamental importance of freedom forms a major theme in the  
3542 history, government, and tradition of the State of Rhode Island and Providence  
3543 Plantations and of the United States of America. Freedom is also recognized on practical  
3544 grounds as vital to the scholar in his/her search for and dissemination of truth. Although  
3545 academic freedom is not written into law, it is well established in custom and grounded in  
3546 traditions of long standing in the colleges and universities of the Western World,  
3547 protecting professional scholars and teachers from interference with their obligation to  
3548 pursue the truth. Though it is a specific kind of freedom peculiar to members of the  
3549 teaching profession in higher education, its benefits ultimately accrue as much to the  
3550 public at large as to the scholars themselves. In fact, the present age of accelerating  
3551 change emphasizes that education must stress development of the capacity for critical  
3552 thought, a capacity that can be achieved only when freedom in inquiry and discussion  
3553 prevail. Therefore, in accordance with the ideals of state and nation, and in order that the  
3554 institutions under its jurisdiction might perform well the functions for which they are  
3555 established, RWU and the RWUFA affirm their unqualified acceptance of the principle  
3556 of freedom in inquiry and expression.

3557 Academic freedom has been defined and codified in a statement of principles that  
3558 was prepared by representatives of the American Association of University Professors  
3559 and the Association of American Colleges. Adopted by both organizations in 1941 and  
3560 later endorsed by many other professional and learned societies, it is known as “The 1940

3561 Statement of Principles on Academic Freedom and Tenure.” RWU unconditionally  
3562 endorses the 1940 Statement, including the following pertinent passages:

3563 "Institutions of higher education are conducted for the common good and not to  
3564 further the interest of either the individual teacher or the institution as a whole. The  
3565 common good depends upon the free search for truth and its free exposition.

3566 Academic freedom is essential to these purposes and applies to both teaching and  
3567 research. Freedom in research is fundamental to the advancement of truth. Academic  
3568 freedom in its teaching aspects is fundamental for the protection of the rights of the  
3569 teacher in teaching and of the student to freedom in learning. It carries with it duties  
3570 correlative with rights.

3571 The teacher is entitled to full freedom in research and in the publication of the  
3572 results, subject to the adequate performance of his/her other academic duties; but research  
3573 for pecuniary return should be based upon an understanding with the authorities of the  
3574 institution.

3575 The teacher is entitled to freedom in the classroom in discussing his/her subject,  
3576 but he/she should be careful not to introduce into his/her teaching controversial matter  
3577 which has no relation to his/her subject. Limitations of academic freedom because of  
3578 religious or other aims of the institution should be clearly stated in writing at the time of  
3579 the appointment.

3580 The college or university teacher is a citizen, a member of a learned profession,  
3581 and an officer of an education institution. When he/she speaks or writes as a citizen,  
3582 he/she should be free from institutional censorship or discipline, but his/her special  
3583 position in the community imposes special obligations. As a person of learning and an  
3584 educational officer, he/she should remember that the public may judge his/her profession  
3585 and his/her institution by his/her utterances. Hence he/she should at all times be accurate,  
3586 should exercise appropriate restraint, should show respect for the opinions of others, and  
3587 should make every effort to indicate that he/she is not an institutional spokesperson.

3588 The university/college faculty member is a citizen, and like other citizens, should  
3589 be free to engage in political activities so far as he/she is able to do so consistent with  
3590 his/her obligations as a faculty member.”

3591



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**APPENDIX C**

3594

**UNIVERSITY CALENDARS**

3595 2012 - 2016 University Calendars, in their entirety, will be provided by RWU to RWUFA  
3596 via electronic means. Advising and Registration dates are currently being worked on to  
3597 finalize internal administrative processes

3598

3599

**APPENDIX D**

3600

**ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW**

3601 The University agrees that during the term of the Collective Bargaining Agreement, no  
3602 programs or courses offered by the University will be transferred to the Roger Williams  
3603 University School of Law.

3604

3605

3606

**APPENDIX E**

3607

**SELF STUDY GUIDELINES**

3608 I. Non-Comprehensive Review (See ARTICLE VIII.E.2)  
3609 (For Tenure-Track Faculty Only)

3610 COVER SHEET

3611 This will be provided by the office of the respective Dean and will include name,  
3612 rank, and review status (i.e., Non-Comprehensive Annual Review). Faculty members  
3613 submitting a self-study are required to complete all sections.

3614 SECTION A: SUMMARY OF ACCOMPLISHMENTS

3615 1. Teaching Including Advising

3616

3617

a. Provide a list of courses taught during the previous year.

3618

3619

b. Note any change of significance in content and pedagogy.

3620

3621

c. List the number and types of advisees and briefly describe your  
3622 approach to academic advising. Examples may be included at the  
3623 option of the faculty member.

3624

3625

2. Scholarship

- 3626  
3627 a. List publications, conference presentations, research grants, academic  
3628 fundraising activities (applications, awards, maintenance) and/or other  
3629 creative activities.  
3630  
3631 b. List other professional development activities and indicate how those  
3632 activities have enhanced your teaching and other work at RWU.  
3633

3634 3. Service

- 3635  
3636 a. List your service activities to  
3637 i. your department/program  
3638 ii. your school/college  
3639 iii. the university  
3640 iv. the community  
3641

3642 SECTION B: SUPPORTING MATERIAL

- 3643  
3644 1. Provide a current copy of your curriculum vitae.  
3645  
3646 2. Provide a copy of the syllabus of each course taught since your last review.  
3647

3648  
3649 II. Comprehensive Self Study Review (See ARTICLE VIII.E.3, ARTICLE VIII.F. and  
3650 ARTICLE VIII.G.1)  
3651 (for Pre-Tenure, Tenure with Promotion, or Promotion review)  
3652

3653 COVER SHEET

3654  
3655 This will be provided by the office of the respective Dean and will include name,  
3656 rank, and review status (pre-tenure, tenure with promotion, promotion review). Faculty  
3657 members submitting a self-study are required to complete all sections.  
3658

3659 SECTION A: SUMMARY OF ACCOMPLISHMENTS

- 3660 1. Teaching Including Advising
- 3661 a. Describe your educational philosophy as it applies across your  
3662 teaching.
- 3663 b. Provide a list of courses taught. Probationary faculty members  
3664 undergoing the pre-tenure, tenure, and/or promotion comprehensive  
3665 review should discuss all of the courses taught during the previous  
3666 academic years not subject to a comprehensive evaluation.

- 3667 c. Describe the outcomes for each course being considered, and,  
3668 wherever possible, discuss how they relate to the outcomes of the  
3669 academic program, the school/college, and the Mission of the  
3670 University.
- 3671 d. Describe the following components for each course providing a  
3672 rationale for each in terms of the outcomes of the course:
- 3673 i. organization of the course  
3674 ii. method of delivery  
3675 iii. assignments/activities  
3676 iv. examinations or other assessment tools
- 3677 e. Describe student performance in each course and assess the  
3678 performance in terms of the outcomes of the course. Whenever  
3679 possible, provide additional evidence that these outcomes have been  
3680 met.
- 3681 f. Provide an analysis of the student course surveys
- 3682 g. Describe your approach to academic advising and analyze its  
3683 effectiveness.
- 3684 2. Scholarship
- 3685 a. List and annotate publications and conference presentations  
3686 documenting your research grant or academic fundraising activities  
3687 (applications, awards, maintenance) and/or creative activities, and  
3688 indicate how these activities have enhanced your teaching and other  
3689 work at RWU.
- 3690 b. Describe other professional development activities and indicate how  
3691 those activities have enhanced your teaching and other work at RWU.
- 3692 c. Provide a statement of your research interests and agenda. (Faculty  
3693 members are referred to two seminal works on the range of scholarship  
3694 possibilities: Ernest L. Boyer, *Scholarship Reconsidered* (Princeton:  
3695 Carnegie Foundation, 1990) and Charles E. Glassick, Mary Taylor  
3696 Huber, and Gene I. Maeroff, *Scholarship Assessed* (San Francisco:  
3697 Jossey Bass, 1997).
- 3698
- 3699 3. Service

- 3700 a. Describe your service to:
- 3701 i. your department/program
- 3702 ii. your school/college
- 3703 iii. the university
- 3704 iv. the community
- 3705 4. Goals
- 3706 a. List the professional goals you set out in the last comprehensive self-
- 3707 study
- 3708 b. Describe the extent to which you have met those goals.
- 3709 c. Describe how you have met the recommendations/concerns outlined by
- 3710 the Faculty Committee, Dean and Provost in your last comprehensive
- 3711 review.
- 3712 d. Describe your short and long term professional goals for the future.
- 3713 SECTION B: SUPPORTING MATERIAL
- 3714 1. Provide a current copy of your curriculum vitae.
- 3715 2. Provide a copy of the syllabus of each course being considered.
- 3716 3. Provide copies of relevant materials that you prepared for use in your courses
- 3717 (representative samples of assignments, examinations, etc.).
- 3718 4. Provide copies of student course surveys for courses taught during the last two
- 3719 years.
- 3720 5. Provide copies of classroom observations conducted since your last
- 3721 comprehensive review.
- 3722 6. Provide copies of research material, professional publications, presentations,
- 3723 grant material, or documentation of creative activities undertaken. Include
- 3724 evidence of peer review.
- 3725 7. Provide copies of the comprehensive reviews by Faculty Committees, the
- 3726 Dean and the Provost:
- 3727 For Probationary and Tenure submissions: for the entire probationary
- 3728 period.
- 3729 For Promotion submissions: the most recent comprehensive review.
- 3730 8. Include any other materials that support your self-study.

3731 III. Post-Tenure Review (See Article VIII)

3732 COVER SHEET

3733 This will be provided by the office of the respective Dean and will include name, rank,  
3734 and review status (i.e., Post-Tenure Review). Faculty members submitting a self-study  
3735 are required to complete all sections.

3736 SECTION A: SUMMARY OF ACCOMPLISHMENTS

3737 1. Provide a short self-assessment report (not to exceed four pages in length)  
3738 describing teaching, scholarship and service activities over the preceding eight  
3739 years as well as plans and priorities in those areas for the next few years.

3740  
3741 2. For librarians and counselors, the short self-assessment shall describe  
3742 professional competence and program development; scholarly, professional  
3743 and/or creative activities and institutional and/or community service.

3744

3745 SECTION B: SUPPORTING MATERIAL

3746

3747 1. The faculty member's current curriculum vitae.

3748

3749 2. Course syllabi reflecting modifications or innovations adopted since the last  
3750 evaluation (where applicable).

3751

3752 3. The previous self-assessment

3753

3754 4. A letter of evaluation from the department chair or program  
3755 director/coordinator (if applicable). The faculty member may elect to submit  
3756 a letter or letters of support from additional sources.

3757

3758

**APPENDIX F**  
**MISCELLANEOUS**

3759

3760 1. The employment status of the one part-time psychological counselor,  
3761 relative to compensation, benefits, and workload, including prorated  
3762 adjustments consistent with this Agreement, except as otherwise set out  
3763 herein, shall continue through the term of this Agreement.

3764 2. The parties hereto acknowledge that an internal study by the School of  
3765 Architecture, Art and Historic Preservation may convene over the course

3766 of this CBA, whereby contribution of all school faculty will be invited and  
3767 appreciated. Principally, it will review peer, aspirant and best practices in  
3768 contact hour, credit hour and credit hour equivalences in delivery of both  
3769 Architecture and Art curricula, in the context of the unique history of the  
3770 development, and organization of the programs that comprise the School  
3771 of Architecture, Art and Historic Preservation. This study will be  
3772 subordinate to the governing CBA and associated terms and conditions of  
3773 employment.

3774

3775

## APPENDIX G DEFINITIONS

3776

- 3777 1. MBU or faculty member: Member of the bargaining unit as defined in ARTICLE  
3778 I.  
3779
- 3780 2. MBU holding academic rank: Assistant Professor, Associate Professor, Professor.  
3781
- 3782 3. Adjunct Faculty MBU: Teaching faculty employed on less than a full-time basis  
3783 and who have established membership in the bargaining unit and are paid on a per  
3784 course basis.  
3785
- 3786 4. Provost: Chief Academic Officer of the University  
3787
- 3788 5. President: Chief Executive Officer of the University  
3789
- 3790 6. President's and/or Provost's "designee": Individual appointed to stand in the stead  
3791 of the President and/or Provost, with requisite authority to resolve the subject  
3792 matter so delegated.  
3793
- 3794 7. RWU: Roger Williams University or "University"  
3795
- 3796 8. RWUFA: Roger Williams University Faculty Association NEARI/NEA  
3797
- 3798 9. Agreement: The governing collective bargaining agreement between RWU and  
3799 RWUFA.  
3800
- 3801 10. Release Time: A reduction in faculty teaching load.

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3803

## APPENDIX H

3804

### RWU FACULTY PROFESSIONAL TRAVEL AND DEVELOPMENT POLICY

3805 **1. Purpose**

3806 The purpose of this policy is to prescribe the provisions under which Article XIV,  
3807 Sections E-1 through E-4, of The Roger Williams University Faculty Association  
3808 NEARI/NEA 2012-2016 Contract with the Board of Trustees of Roger Williams  
3809 University (hereafter referred to as the *Faculty Contract*) will be implemented.

3810 **2. Professional Development Committee**

3811 **a. Purpose**

3812  
3813 The Professional Development Committee exists for the purpose of implementing the  
3814 provisions prescribed in this policy for the equitable and appropriate distribution of  
3815 the funds reserved under Article XIV, Section E.1 of the *Faculty Contract*.

3816 **b. Mission**

3817  
3818 The mission of the Professional Development Committee is to encourage scholarship  
3819 and professional development activities among the faculty within the provisions of the  
3820 RWU Faculty Professional Travel and Development Policy.

3821 **c. Committee Membership and Selection**

3822  
3823 The Professional Development Committee (PDC) will include nine faculty members  
3824 and up to three administrative representatives. The administrative representatives will  
3825 be appointed each year by the University Provost. The chair of the committee will be  
3826 elected by those members present at the committee's initial meeting.

3827 The PDC's faculty membership will include elected representatives (number of  
3828 representatives in parentheses) from:

- 3829
- 3830 • Feinstein College of Arts and Sciences (3 total, one per Division)
  - 3831 • Gabelli School of Business (1)
  - 3832 • School of Justice Studies (1)
  - 3833 • School of Engineering, Computing, and Construction Management (1)
  - 3834 • School of Architecture, Art, and Historic Preservation (1)
  - 3835 • School of Education (1)
  - 3836 • Library/Counseling Center (1).

3837 Elections will be held within each academic unit by April 1<sup>st</sup> of each academic year to  
3838 designate the PDC representative who will serve through the following academic  
3839 year. The faculty members of the Library and Counseling Center will elect the  
3840 Library/ Counseling Center's representative to the PDC. The faculty members  
3841 appointed to the committee will serve staggered two-year, renewable terms.

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**d. Committee Duties**

**1) Initial Meeting**

The PDC will accomplish the following tasks at its initial meeting, to be held prior to June 1<sup>st</sup> preceding the academic year for which the PDC is elected to serve:

- review and publish the procedures and timetable for submitting requests for faculty professional development funds
- review and publish the documentation procedures and processes required for requesting funds
- review and publish the limits and guidelines for individual expenses (e.g., cost per mile for driving, hotel expenses, per diem meal rate, etc.), to be consistent with University Travel and Entertainment limits
- review and publish allowable expense categories
- establish and publish the procedures and priorities by which funds not expended during the year will be distributed at the end of the academic year
- establish and publish reasonable limits and guidelines on cumulative annual category expenses per faculty member (e.g., conferences \$1,500/year, professional licenses \$500/MBU/year, etc.)

**2) Subsequent Meetings**

The chair of the PDC will schedule meetings to be held at reasonable monthly intervals during the course of the academic year. The chair will notify the committee members of meeting times and locations in a reasonable time in advance of the meeting. A majority of members must be present to conduct a meeting.

At these meetings, the PDC will consider all outstanding requests for reimbursement made by faculty members that have been submitted for consideration in accordance with the procedures prescribed below. The PDC will review these requests and determine whether the request should be approved, denied, or returned to the faculty member for additional clarification or justification.

The committee will reach all of its decisions by a majority vote of the members present at an official meeting. The chair (or his/her designee) will be responsible for keeping minutes of meetings and recording all transactions that occur during meetings. A list of approved requests will be forwarded, through the academic unit deans, to the finance office for payment.

**3) Final Meeting**



3880 Following the deadline for reimbursement request submission, the PDC will  
3881 conduct its final meeting. At this meeting, the PDC will review requests and  
3882 determine whether a request should be approved for unused professional  
3883 development monies to those faculty members whose expenses exceeded the  
3884 individual contractual amount. The PDC will prepare a list of final payments in  
3885 accordance with the rules for final payment established by the committee at its  
3886 Initial Meeting. The list will be forwarded, through the academic deans, to the  
3887 finance office for payment.

### 3888 **3. Definition of Allowable Professional Travel and Development Activities**

3889 To insure appropriate distribution of monies, reimbursement will be made only for  
3890 professional travel and development activities bearing a reasonable relationship to the  
3891 faculty member's academic role at RWU. Requests for reimbursement may be made  
3892 under the following categories.

- 3893 • Membership fees in professional societies
- 3894 • Journal and periodical subscriptions
- 3895 • Professional licensure and certification
- 3896 • Attendance at conferences, professional or academic meetings, seminars, and  
3897 academic courses to include attendance fees, room, meals and travel
- 3898 • Research expenses incurred in academic or professional research to include library  
3899 fees, grant application fees and copying fees
- 3900 • Professional-related printed materials
- 3901 • Professional-related equipment, if demonstrated to directly and exclusively contribute  
3902 to professional development. Items purchased in this category become the property of  
3903 the University and should be used primarily in the furtherance of the faculty  
3904 member's official duties within the university. In the event that the faculty member  
3905 leaves the employ of the university while an item purchased under this category has  
3906 any remaining value (as determined by the university), then the faculty member will  
3907 be given the opportunity to purchase the item at its current value. Otherwise, the  
3908 faculty member will return the item to the university. Items purchased under this  
3909 category with a value in excess of \$1,200 must be entered into the university's  
3910 inventory control system. Upon receipt of reimbursement, the faculty member is  
3911 responsible for contacting his/her academic dean to arrange for the item to be entered  
3912 into the inventory control system.

3913

### 3914 **4. Definition of Non-Allowable Reimbursement Requests**

3915 While it may be desirable under certain circumstances that the university or its students  
3916 derive indirect benefit from the use of these funds, the monies allocated under this policy  
3917 are designed for those professional development activities for which the faculty member  
3918 is the direct beneficiary. Accordingly, the following list (while not inclusive) provides  
3919 examples of requests for which reimbursement will be denied

- 3920 • Activities required by the university, either explicitly or implicitly, as a condition of  
3921 employment.
- 3922 • Activities for which one or more students are the direct beneficiary to include the  
3923 purchase of food, material, equipment or supplies.
- 3924 • Expenses incurred by transporting or accompanying students to required activities.
- 3925 • Student expenses incurred in the preparation, presentation or delivery of student  
3926 research projects.
- 3927 • Equipment or materials for use in a faculty member's on-campus office which would  
3928 normally be provided by the university such as furniture, bookcases, lighting,  
3929 computers, printers, ink, paper, etc.
- 3930 • Expenses already reimbursed through another program, University or otherwise.
- 3931 • Expenses incurred by family members when accompanying the faculty member to  
3932 conferences, seminars, etc.

3933

### 3934 **5. Application Procedures**

3935 To apply for reimbursement for professional travel and development expenses, the  
3936 faculty member must comply with the procedures described below as well as any  
3937 modifications to these procedures published by the PDC after its initial meeting. The  
3938 procedures for each request are as follows:

- 3939 1. Fill out and submit the professional travel and development on-line  
3940 reimbursement request form at <http://ACutting.com/pd>.
- 3941 2. Print and sign the acknowledgment. The acknowledgment is provided in the  
3942 form of an email sent to the faculty member.
- 3943 3. Submit the signed acknowledgement along with all required documentation to the  
3944 designated person. The designated person is usually the administrative assistant of  
3945 the department in which the faculty member resides.

3946

### 3947 **6. Reimbursement Application Deadline**

3948 All requests for reimbursement for an academic year must be submitted by May 1<sup>st</sup> of  
3949 that year. (This deadline may be adjusted by one or two days by the PDC at its Initial  
3950 Meeting to accommodate the annual calendar, i.e., when May 1<sup>st</sup> falls on a weekend. This  
3951 change should be communicated to the faculty and administration in accordance with  
3952 paragraph 2d (1) above.) These reimbursement requests must be for expenses incurred  
3953 from May 2<sup>nd</sup> of the preceding academic year through May 1<sup>st</sup> of the current academic  
3954 year. Requests submitted after May 1<sup>st</sup> (including requests submitted during the  
3955 aforementioned period but not acted upon because of incomplete documentation) will not  
3956 be considered for the current academic year but will be automatically carried forward to  
3957 the following academic year for consideration and possible reimbursement against the  
3958 faculty member's then current academic year allocation

### 3959 **7. Supporting Documentation**

3960 All requests for reimbursement must be accompanied by appropriate documentation as  
3961 described below:

- 3962 • Except, as otherwise provided below, all requests must be supported by copies of  
3963 checks, cash receipts, credit card statements or other generally accepted forms of  
3964 documentation. Original receipts should not be submitted as they will not be  
3965 returned.
- 3966 • Requests in the conference category must be supported by an official announcement  
3967 (printed or email), brochure, catalog, Web page, or other documents showing place,  
3968 dates and cost.
- 3969 • Meal expenses up to the per diem need not be supported by documentation.
- 3970 • Travel expenses exceeding the “30-day advanced purchase coach class rate” must  
3971 include justification for the additional expense.
- 3972 • Equipment purchased using professional travel and development funds must be used  
3973 exclusively (at least 95%) for professional development activities and in furtherance  
3974 of the faculty member’s official duties within the university. All equipment requests  
3975 must be accompanied by a signed statement to that effect, a detailed description of the  
3976 ways in which the equipment contributes to professional development, along with a  
3977 statement by the member’s department chair/program coordinator/director as well as  
3978 the dean of the school.
- 3979 • Expenses accrued for future attendance at conferences, seminars, etc may be  
3980 reimbursed only if the expense has actually been incurred. (Examples include  
3981 payment of a conference attendance fee, airline tickets, or hotel deposits.) Following  
3982 the activity, the faculty member may submit a second reimbursement request for  
3983 additional expenses incurred in conjunction with the attendance (meals, hotel,  
3984 mileage, taxi, etc.).

## 3985 **8. Calculation of Amounts Reimbursed**

3987 Faculty members will be reimbursed for approved requests up to the amount specified in  
3988 the *Faculty Contract* for the current academic year. Requests for reimbursement that  
3989 exceed the individual contractual amount may be submitted by a faculty member and will  
3990 be reviewed and acted upon by the PDC. Such approved requests will be entered into the  
3991 professional development data management system but will not necessarily be  
3992 reimbursed. As of May 2 of each year, unused professional travel and development funds  
3993 may be allocated by the PDC to those faculty members with approved reimbursement  
3994 requests that exceed the individual reimbursement. This disbursement will be made in  
3995 accordance with the guidelines established by the PDC at the Initial Meeting and  
3996 published prior to the beginning of the academic year. Since ideally, every faculty  
3997 member will be fully engaged in professional development and, therefore, use all of  
3998 his/her professional development funds, no faculty member should rely on  
3999 reimbursement beyond the annual contractual amount.

4000

4001 **9. Determination of Professional Travel and Development Funds**

4002 As of September 15<sup>th</sup> of the academic year, the Office of Finance, after consultation with  
4003 the Office of the Provost, will determine the total amount of funds allocated for  
4004 professional travel and development. This amount will be communicated, in writing,  
4005 along with a list of eligible faculty members, to the Chair of the PDC.

4006 **10. Audit of Selection for and Expenditure of Professional Development Funds**

4007 Monthly, the Professional Development Committee shall maintain and publish such  
4008 records of expenditures for professional development for review by MBU's, the  
4009 University through the Office of the Provost, and/or the Board of Trustees' Audit  
4010 Committee.

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## APPENDIX I

4016

### **Roger Williams University and Roger Williams University School of Law**

4017

### **Sexual Harassment Policy & Procedures**

4018

4019 POLICY STATEMENT

4020 Sexual Harassment is a form of gender-based discrimination which violates federal and  
4021 state law as well as Roger Williams University and Roger Williams University School of  
4022 Law (hereinafter “university”) policy prohibiting discrimination on the basis of gender. It  
4023 is forbidden by the university and it is inexcusable regardless of circumstances.  
4024 Transgressions and supervisory condonation of such transgressions will result in  
4025 disciplinary action, up to and including termination. This policy applies to students,  
4026 faculty, staff, and university officers equally as described below. Further, its mandate shall,  
4027 to the extent contractually feasible, be applied fully to contractually affiliated entities at the  
4028 university.

4029

4030 PROSCRIBED CONDUCT

4031 There are currently two (2) distinctly recognizable and forbidden forms of sexual  
4032 harassment, both of which constitute terminable conduct.

4033

4034 1. Quid Pro Quo Harassment: This harassment is an intentional, intolerable exploitation  
4035 of a position of power and authority such as unwelcome sexual advances, requests, or  
4036 demands for sexually based favors or other gender based verbal or physical conduct  
4037 where submission to or rejection of such conduct by an individual is used, by the  
4038 person(s) in a position of power or authority, as a basis for employment, academic, or  
4039 institutional environment decisions affecting such individual.

4040

4041 2. Hostile Environment Harassment: This harassment arises where one or more members  
4042 of the university community engage in gender based conduct that unreasonably creates  
4043 an intimidating, hostile, or offensive working and/or study environment that has the  
4044 effect of altering one’s work or academic performance and the conditions of  
4045 employment or study at the university. It may arise independent of the  
4046 supervisor/subordinate or teacher/student relationship (e.g., co-worker to co-worker)  
4047 and the conduct need not be overtly sexual in nature but merely gender differentiating.  
4048 As a general guiding principal established herein, no gender based actions that are not  
4049 specifically and officially endorsed by the university (e.g.; separate rest room  
4050 facilities) are authorized or condoned. Currently, as established under controlling case  
4051 law interpretation of both state and federal laws, hostile environment sexual  
4052 harassment consists of conduct that: (1) would not have occurred but for the victim’s  
4053 gender and (2) is sufficiently severe or pervasive as (3) adjudged by the reasonable  
4054 person (of the same gender as the victim under Rhode Island law) to (4) adversely  
4055 affect a victim’s work or other conditions of employment or academic performance or  
4056 study environment. The university will continue to provide education and training as

4057 to illegal and intolerable conduct rising to the level of sexual harassment.

4058

#### 4059 ENFORCEMENT

4060 The university will fully investigate all charges of sexual harassment filed pursuant to this  
4061 policy and render a deliberative finding, taking immediate corrective action in cases where  
4062 the record so warrants. Individuals found to have engaged in such misconduct shall be  
4063 accordingly disciplined. This misconduct is grave on its face and terminable. Supervisory  
4064 personnel who witness what they believe is harassing conduct of subordinates or colleagues  
4065 or are in receipt of formal or informal allegations of such conduct are obligated to report  
4066 same to the university through the procedures detailed below.

4067 All employees or students who witness or have tangible evidence of potentially harassing  
4068 conduct are responsible to cooperate fully and honestly with the university in its  
4069 investigation of such alleged conduct. Failure to do so impedes the university's search for  
4070 facts necessary to appropriate determination and is, in itself, disciplinable. Employees and  
4071 students who fully, honestly and forthrightly cooperate with the university in its  
4072 investigation and the enforcement of this policy shall be deemed to be operating within the  
4073 scope of employment and/or as agents of the university and for such cooperation shall be  
4074 covered by the university's indemnification policy.

4075

#### 4076 EDUCATION AND TRAINING

4077 As a necessary, proactive measure of policy integrity and enforcement, the university will  
4078 provide mandatory education and training for members of the university community to  
4079 ensure understanding and appreciation of the Policy, the laws as amended and re-interpreted  
4080 from time-to-time, (which serve as a basis for this policy and its proscriptive measures) and  
4081 the Procedures. This education and training will be coordinated through the university's  
4082 Department of Human Resources and provided by or through formally designated members  
4083 of the university community with knowledge of the laws and this policy's parameters.  
4084 Information regarding provision of university education and training on sexual harassment  
4085 may be obtained from the Department of Human Resources. Information and guidance as to  
4086 this policy and its procedures as well as to respond to specific questions relative to the law of  
4087 sexual harassment may be obtained from the Office of General Counsel.

4088

#### 4089 CONFIDENTIALITY

4090 While all reasonable efforts will be made to respect the confidentiality of all parties to,  
4091 witnesses of, and any other employee or student with evidence of, sexual harassment  
4092 charge(s), the university is obligated to fully address all charges of such conduct and cannot  
4093 guarantee total confidentiality where it will impede the search for truth and the necessary  
4094 findings of fact as it relates to the law and university policy. A thorough investigation,  
4095 including discussing witnesses' accounts and confronting the accused will often transpire.  
4096 A charge of sexual harassment is most serious, cannot and will not be taken lightly and  
4097 cannot and will not be "off the record".

4098

#### 4099 RETALIATION

4100 Retaliatory action under any and all circumstances taken against an individual who files a  
4101 complaint of sexual harassment honestly and in good faith, or who is cooperating with the

4102 university's investigation into such allegation, is prohibited and terminable.

4103

#### 4104 MALICIOUS ALLEGATIONS/ACTIONS

4105 False charges of sexual harassment made knowingly or with wanton reckless disregard for  
4106 the truth and veracity thereof, shall be considered malicious charges and are not within the  
4107 scope of anyone's employment. The university reserves the right to impose sanctions  
4108 against the accuser up to and including termination. Repeated filing of frivolous charges  
4109 will be considered reckless disregard for the truth and veracity of said charges. Neither  
4110 failure to substantiate a sexual harassment charge nor a university finding that sexual  
4111 harassment did not occur, of itself, constitutes malicious charge(s).

4112

#### 4113 ELECTION OF REMEDIES

4114 Neither this Policy nor its correlative Procedures preclude the accuser from filing charges  
4115 with any external agency or otherwise seeking redress pursuant to law. At such election,  
4116 at any stage of the process, the procedure will be handled directly by the university's  
4117 Office of General Counsel, but shall otherwise continue to operate through to resolution  
4118 as set out under "PROCEDURES" below.

4119

4120

#### - P R O C E D U R E S -

4121 The university's sexual harassment policy must be adhered to by all members of the  
4122 university community. Any student or employee who honestly feels subjected to or has  
4123 witnessed sexual harassment, as outlined in the policy and elaborated upon in educational  
4124 sessions provided by the university, should immediately report the conduct to the  
4125 university designated intake agents(s) as follows:

4126

- 4127 1. Students report the conduct to the Office of the Dean of Students (Kathleen McMahon  
4128 X3032).
- 4129 2. Employees report the conduct to the Office of the President (Rick Hale X3079).
- 4130 3. Alternatively, at either the election of the reporting/charging party or the referral of  
4131 either of the two offices listed above, the Office of the General Counsel (X5567) shall  
4132 serve as intake agent.
- 4133 4. Should the allegations involve personnel in either of the offices set out in 1. and 2.  
4134 above, or personnel in the Office of the President, the matter shall be reported directly  
4135 to the Office of General Counsel. If the allegations involve personnel in the Office of  
4136 General Counsel, the matter shall be reported to the Office of the President.

4137

4138 Immediately upon receiving notification of conduct alleged to be gender based harassment,  
4139 the Office identified above, as the initial intake agent of the university except under  
4140 Provision 4., shall notify the Office of General Counsel (if it is not already serving as the  
4141 intake agent) and commence investigation of the alleged conduct, maintaining confidences  
4142 to the extent practicable. The investigation and all subsequent steps in the procedure will  
4143 be conducted in accordance with direction from the Office of General Counsel.

4144

4145 Should Provision 4., above, be invoked concerning an allegation of gender-based  
4146 misconduct in the Office of General Counsel, investigation will be conducted by or at the  
4147 direction of the Office of the President, using the procedure outlined below, while  
4148 adjusting the process as necessary to avoid conflict of interest within the Office of  
4149 General Counsel.

4150  
4151 The President, Senior Vice President(s), or Vice President(s) supervising the division of  
4152 the accuser and the accused shall, to the extent not compromising the integrity of this  
4153 policy and procedure, be apprised of the matter following initial intake and shall be kept  
4154 apprised of and involved, as appropriate, in the investigation and findings.

4155

#### 4156 STEP 1 – INTERVENTION

4157 This process is prerequisite to formal hearing and the recording of the university's  
4158 official, investigated findings of whether or not sexual harassment has occurred and/or  
4159 whether a malicious claim has been filed. It provides no specific sanctions but addresses  
4160 each matter individually, as confidentially as practicable, and seeks formal resolution by  
4161 written agreement of all parties to the conduct alleged by the accused, to be gender based,  
4162 harassing, unwelcome, and intolerable.

4163

4164 The intervention process shall include the following:

4165 1. Interview, by an intake agent, of the accuser and creation of a separate formal record  
4166 to be maintained in the intake office with final copy, following failed or successful  
4167 resolution of the intervention, to the Office of General Counsel.

4168

4169 The intervention may include the following:

4170 1. Interview, by an intake agent, of the accused, setting forth the allegations and making  
4171 record of the response, complete with specific information as to rebuttal witnesses and  
4172 other information offered that is conducive to resolution.

4173 2. Discussion with both accuser and accused of formal resolution to which each would  
4174 agree in writing before involving testimony and evidentiary practices that may erode  
4175 the confidentiality of the complaint and the parties.

4176 3. If both parties are amenable to formal resolution at the intervention step as proposed  
4177 by the university through its intake agents(s), a formal agreement will be prepared by  
4178 the Office of General Counsel after consultation and debriefing with the intake agent,  
4179 provided to accuser and accused for signing and then implemented according to its  
4180 terms.

4181

#### 4182 TIME LIMITS

4183 From receipt of accusation to intervention resolution, a period of thirty (30) calendar days  
4184 is the time limit for Step 1 intervention upon all parties to the allegation. The time limit  
4185 may be extended by formal agreement of the accuser and the university. Where the  
4186 accused has been properly joined at the intervention step, extension of time limits need  
4187 also evidence the accused's agreement. Absent resolution or mutual agreement to extend  
4188 the time limit, the allegation will be forwarded to Step 2 of the procedure.



4189

4190 STEP 2 – FACT FINDING

4191 Unless the accuser expressly wishes to withdraw the allegations, Step 2 shall be convened  
4192 and shall proceed, either (1) thirty (30) days failing formal resolution at Step 1 following  
4193 initial intake interview and explanation of the procedure or (2) immediately, if the  
4194 accuser does not wish to proceed at Step 1, but wishes to commence a formal  
4195 investigation.

4196

4197 1. The record established at Step 1 shall be forwarded to the designee (Factfinder) of the  
4198 President.

4199 a. If the matter involves the Office of the President, the Factfinder will be the  
4200 Office of General Counsel.

4201 2. From inception of Step 2 through formal finding by the Factfinder, not more than sixty  
4202 (60) calendar days shall elapse absent special circumstances and in no event shall more  
4203 than ninety (90) days elapse, except by consent of the parties.

4204 3. The Factfinder shall review the record established at Step 1 and investigate the  
4205 allegation(s) further as warranted. This investigation, as illustrative of the search for  
4206 credible facts, would include:

4207 a. Re-examination of the accuser and/or accused as warranted.

4208 b. Discussion with and testimony by witnesses

4209 c. Gathering of credible non-testimonial evidence corroborating or rebutting the  
4210 allegation(s), response and testimonial evidence.

4211

4212 While good faith effort at maintaining circumspect publication and disclosure of  
4213 allegations, corroboration, rebuttal and the personnel involved will be the order of this  
4214 Policy and Procedure, confidentiality cannot be promised to the extent it impedes  
4215 credible resolution of the allegations.

4216

4217 4. At the conclusion of the fact finding process, the designee shall determine either:

4218 a. There is no cause for a finding of sexual harassment.

4219 OR

4220 b. There is cause, based on the facts found, to find sexual harassment.

4221 AND/OR

4222 c. There has been a malicious filing of a sexual harassment complaint.

4223

4224 The Factfinder's determination, with the basis therefore, shall be set out in writing and  
4225 forwarded in confidence to the President of the university (or in the case of a determination  
4226 involving the Office of the President, to the General Counsel and Senior Vice President for  
4227 Legal Affairs) with official, sealed copy to the accuser, the accused, the university's  
4228 Assistant Vice President of Human Resources, General Counsel & Senior Vice President  
4229 for Legal Affairs, and the Senior Vice President or Vice President(s) of the accused and the  
4230 accuser. If the allegation involves a student as accuser, accused or both, an official, sealed

4231 copy will also be forwarded to the Dean of Students and the Vice President for Student  
4232 Affairs.

4233

#### 4234 STEP 3 – SANCTIONS

4235 Should there be a finding of sexual harassment or malicious filing of such charge(s)  
4236 following Step 2 herein, the matter will be formally referred to the Office of General  
4237 Counsel (if not already residing therein) who, following consultation with the appropriate  
4238 university officers, will provide counsel and professional services as to appropriate  
4239 sanction(s) and the implementation thereof. Sanctions may include, by way of  
4240 illustration but not limitation, termination or expulsion, suspension, probation, reprimand,  
4241 warning, directed counseling and/or mandatory education and training.

4242

#### 4243 STEP 4 – GRIEVANCE

4244 Appeal of a finding accompanied by disciplinary sanctions (as set out in Step 3 above),  
4245 shall be referred to the university's standing policies for handling employee grievances  
4246 and/or student appeals of disciplinary sanctions.

4247

#### 4248 WITHDRAWAL OF ALLEGATION

4249 If the accuser determines to withdraw the allegation(s) of sexual harassment at any time  
4250 during any step in the procedure, the withdrawal must be in writing and specify voluntary  
4251 retraction of the complaint. This action will not preclude further investigation, findings,  
4252 or sanctions as imposed by the University.

4253

#### 4254 EMPLOYMENT DISCRIMINATION ENFORCEMENT AGENCY

4255 Rhode Island Commission for Human Rights, Ten Abbott Park Place, Providence, RI  
4256 02903 (401-277-2661).

4257

4258 *Revised January 24, 2012*

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4260

APPENDIX J

4261

**ROGER WILLIAMS UNIVERSITY**  
**FAMILY LEAVE POLICY & PROCEDURE**

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The University has long recognized the importance of family issues as an integral component of a responsive human resource environment in which its employees will prosper. It has provided a number of benefits including leaves of absence for personal and family reasons. Additionally, both State and Federal government have determined to specifically legislate in this regard by affording unpaid leave to employees under certain specific circumstances. The result demands that University policies, State law and Federal law be properly recognized and promulgated in lawful, equitable and contemporary policy. The University therefore, certifies the following Family Leave Policy which incorporates, as appropriate (and shall be interpreted consistent with), the University's other standing leave policies:

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**I. Available Leave**

Under prescribed parameters as set out hereafter, an eligible employee may take a leave of absence from employment for up to twelve (12) weeks during a defined twelve (12) month period for any one of the following in I.A. through E. below; an eligible employee may take a leave of absence from employment for up to 26 weeks during a defined twelve (12) month period to care for a servicemember as indicated in I.F. below:

- A. Birth and child care of a employee's biological child during the child's first year of life.
- B. Adoption or foster care placement and care for the infant/child in his/her first year following adoption or foster care placement.
- C. Serious illness or health-related, disabling condition of spouse, child(ren), or parent.
- D. Serious illness or health-related, work disabling condition of the employee.
- E. Qualifying exigency arising out of the fact that the spouse, child(ren), or parent of **an employee is a** servicemember who is on active duty, or notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard), in support of a contingency operation.
- F. Serious illness or injury of a covered servicemember on active duty in the Armed Forces **who is a** spouse, child(ren), parent or next of kin of **an employee**.

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An eligible employee may extend the twelve (12) week period to one qualifying thirteen (13) consecutive week period during alternate calendar years and/or may qualify for an additional thirteen (13) consecutive week leave in the same year as the up to twelve (12) week leave. (See provision II.A.1. below)

An employee, in addition to the leaves described above, may take up to ten (10) hours of leave during a defined twelve (12) month period to attend bonafide school-related activities, for their biological, adopted or foster care child or otherwise legal ward, upon at least twenty-four (24) hours notice of the need for leave. This leave is unpaid but an employee's accrued vacation leave may be used to supplement part or all of the leave on an hour for hour basis at the employee's discretion.

**II. Leave Limitations**

A. Leave under provisions I. A., B., C., D. and E. above qualify for leave up to twelve (12) weeks alone or in combination with each other during each defined twelve (12) month period set out below and also qualify for the alternate year extension from twelve (12) to thirteen (13) weeks if the thirteen (13) weeks are consecutive. Leave under provision I. F. above qualifies for leave up to twenty-six (26) weeks alone or in combination with I.A., B., C. , D. and E. during each defined twelve (12) month period set out below.

1. All other qualifying conditions being met, a employee may be able to take both up to a twelve (12) week leave under this policy and governing law and a thirteen (13) consecutive week leave within the same year if the up to twelve (12) week leave is for any reason other than to care for parents-in-law and an employee otherwise qualifies for a thirteen (13) consecutive week leave to care for a parent-in-law under provision I.C. above.

B. While the University may, at its complete discretion, or under other express, governing policies of employment, authorize leaves of absence either of greater duration or for other purposes, the foregoing represents the maximum amount of leave, either alone or in combination, under this policy and governing State and Federal law.

C. For leaves taken pursuant to provision I. A. or B. above, the maximum twelve (12) week period must commence prior to the child's first year following birth (I. A.) or prior to the first anniversary date of an adoption or foster care placement (I. B.).

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- D. The twelve (12) week period amounts to sixty (60) work days that may be taken as set out in II.F. below.
- E. The twenty-six (26) week period amounts to one hundred thirty (130) work days that may be taken as set out in II.F. below.
- F. The twelve (12) week leave or twenty-six (26) week leave may be taken on a consecutive week, intermittent weeks or reduced-time basis as follows:
  - 1. Intermittent leave consists of at least one (1) week intervals that are not necessarily consecutive, and within the twelve (12) month period. Intermittent leave may only be scheduled and taken with the consent of the University, when invoking leave under provisions I. A. or B. above.
  - 2. Reduced-time leave consists of a work reporting schedule that allows a shortened work day or shortened work week. Reduced-time leave may only be scheduled and taken with the consent of University when invoking provisions I. A. or B. above. **An** employee on reduced-time leave may, at the discretion of the University, be transferred for the term of leave, to another position of equivalent pay and benefits that better accommodates the University. Leave under this provision shall be accounted for and charged on an hour for hour basis.
  - 3. Requests for reduced-time leave or intermittent leave under provisions I. A. and/or B. above, shall be forwarded to the Department of Human Resources for a case by case review and determination following consultation with the department head or other appropriate supervisor of the applicant.
  - 4. All leaves, for all reasons, are predicated upon the employee providing the University as much notice as possible. Absent extraordinary circumstances, at least fifteen (15) days advance notice of leave is required. Failure to provide such notice except where appropriately waived, may result in a delay in commencement of leave at the University's discretion, if otherwise entitled, for the requisite fifteen (15) day period.

**III. Leave Validation**

Each leave, as set out in provision I. above, is subject to the prerequisite validation as follows:

- A. Both provision I.A. and B. leaves must be validated, at the

4397 University's request, as to the enabling facts of the leave. For  
4398 example, it must be established by the applicant for leave hereunder  
4399 that he/she is the parent, within the express meaning of that term as  
4400 hereinafter defined.

4401

4402 **B.** Leave, under provision I.C. & I.F. above, must be validated by a  
4403 written certification from a qualified, licensed, health care provider,  
4404 that the employee is needed and able to provide care directly related to  
4405 and on account of an acutely or chronically debilitating health  
4406 condition requiring hospitalization and/or continuing licensed health  
4407 provider intervention and treatment. The certification must also  
4408 specify the debilitating condition and the prognosis for abatement or  
4409 recovery with medical opinion as to time anticipated for abatement or  
4410 recovery. Finally, upon request by the University, the employee must  
4411 validate, through reasonable means, the enabling family relationship.  
4412 Nothing herein relieves **an** employee of the responsibility to provide  
4413 certification(s) in accordance with this policy.

4414

4415 **C.** Leave, under provision I.D. above, must be validated by a written  
4416 certification of expert opinion by a qualified, licensed health care  
4417 provider, describing, with reasonable specificity, the debilitating  
4418 illness or other work debilitating health related condition as well as its  
4419 disabling onset, affect and anticipated duration.

4420

4421 **D.** Leave, under provision I.E. must be supported by a certification  
4422 issued at such time and in such manner as the Secretary of Labor may  
4423 by regulation prescribe. If the Secretary issues a regulation requiring  
4424 such certification, the employee shall provide, in a timely manner, a  
4425 copy of such certification to the University.

4426

4427 **E.** Leave under any and all enabling provisions set out above, must be  
4428 requested and validated as set out herein for thirteen (13) consecutive  
4429 weeks to enable the additional week leave in alternate years.

4430

4431 **F.** Under leave enabling provisions I.C. and D. above, when the  
4432 University reasonably believes a submitted certification is suspect, it  
4433 may require a second opinion from a licensed health care provider who  
4434 is qualified in the field of the contended disability/illness. An opinion  
4435 concurring with the employee's submitted validation shall result in  
4436 leave validation. An opinion dissenting from the employee's  
4437 submitted validation shall result in referral, as set out hereunder, to a  
4438 third, independent health care provider, qualified in the field of the  
4439 contended disability/illness, for final, binding opinion either validating  
4440 or invalidating the leave.

4441

4442 **1.** Referral for a third, binding health care professional's opinion

4443 shall be by agreement of the employee-selected health care  
4444 provider and the University-selected health care provider.  
4445 Failing agreement, referral shall be by agreement of the  
4446 employee and the University. Failing secondary agreement,  
4447 referral shall be made by the University.  
4448  
4449 2. Both second and third health care provider's opinions shall be  
4450 arranged and paid for by the University.  
4451  
4452 3. The University will provide employees who submit incomplete  
4453 or insufficient certifications with seven calendar days to cure the  
4454 deficiencies. The University will identify, in writing, the  
4455 specific information needed to make the certification complete  
4456 and sufficient. The University may deny Family Leave to  
4457 employees who fail to cure.  
4458  
4459 **G.** While **an** employee is on Family Leave, pursuant to provisions I.C.,  
4460 D. or F. above, the University may request and is then entitled to  
4461 periodic formal updates or re-certifications as appropriate to the  
4462 original certification parameters. The University-imposed requirement  
4463 for update or recertification hereunder shall not be unreasonably  
4464 applied, and the University will consider, in good faith, the necessity  
4465 and frequency of the update or revalidation, unique to each individual  
4466 leave based upon the nature and parameters of the original certification  
4467 and any factual change in individual circumstance.  
4468  
4469 **H.** Prior to **an** employee's return to the University from leave provided  
4470 pursuant to provision I.D. above, the University may request and  
4471 receive health care provided certification that the employee on leave is  
4472 no longer work disabled from the originally certified health condition  
4473 and can return to the workplace as sufficiently recovered to perform  
4474 the regular, necessary functions of the job. The University will  
4475 cooperate fully with the health care provider in making this assessment  
4476 by providing, if necessary, a position description and/or thorough  
4477 discussion of the dimensions of the position not easily gleaned from  
4478 such position description.  
4479  
4480 **I.** All medical records provided in accordance with policy and consistent  
4481 with law shall remain confidential with the University and within the  
4482 University, shall remain disclosable only to the Office of Human  
4483 Resources or those employees of the University with a need to know  
4484 the certified rationale, including by way of illustration, the President,  
4485 **Chief Human Resources Officer, Senior Vice President for Finance**  
4486 **& Administration and Senior Vice President and General Counsel** or  
4487 their express designee(s). The employee may choose to disclose the  
4488 health condition diagnosis to his/her immediate supervisor or others, in

4489 which case the legal confidentiality of the information is waived with  
4490 respect to such agents to which such information is disclosed or to  
4491 which disclosure is reasonably to be anticipated by the employee's  
4492 disclosure.

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#### **IV. Leave Prerequisites**

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##### **A. Prerequisite to the Twelve (12) Week Family Leave and/or Twenty- Six (26) Week Family Leave**

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1. An employee must have worked for the University at least one  
(1) year (365 days) prior to commencement of leave. However,  
the time need not be consecutive nor need it be full-time.

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2. An employee must have worked a minimum of one thousand  
two hundred fifty (1,250) hours in the year (12 consecutive  
months) immediately preceding the leave for any and all leaves  
under provision I., above.

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3. The hours prerequisites set out above refer to actual hours  
worked at the University and do not refer to excused or  
unexcused absences.

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##### **B. Prerequisite to the Thirteen (13) Consecutive Week Leave**

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1. An employee must have been employed by the University for  
twelve (12) consecutive months in at least a thirty (30) hour per  
week position prior to the leave. Therefore, the employee  
requesting leave must have actually worked for one thousand  
five hundred sixty (1,560) hours as prerequisite for the leave.

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2. The thirteen (13) week leave will then be available after the  
passing of at least another full year consisting of 1,560 hours of  
work (an average of thirty hours of work per week) as set out  
in provision B.1. immediately above.

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#### **V. Leave Year**

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The University will calculate available leave by the "rolling" method.

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This means that when requesting otherwise available leave under this  
policy, the University will calculate the amount of leave used within the  
immediately preceding twelve (12) months of employment and subtract  
that number from the total number of days equal to twelve (12) work  
weeks (60 days) or twenty-six (26) workweeks (130 days) or thirteen (13)  
consecutive work weeks in alternate years where a thirteen (13)  
consecutive week leave may be invoked.

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**VI. Leave Entitlements**

**A. Compensation:** Family Leave is, of itself, an unpaid leave.

1. For leave under provisions I.A., B., C., D., E. and F. above, an employee must charge accrued sick leave and will be afforded an option to charge accrued vacation leave for the absence.
2. Charged vacation, or sick leave banked accruals will be taken in hour for hour increments of time taken to time charged for FLSA non-exempt employees. For FLSA exempt employees, the charge will be rounded to the nearest half day. (For example, a professional staff employee who takes four (4) full days and one six (6) hour day leave in one week will be charged five full days accrued as thirty-five (35) hours of banked time) but a professional staff employee who takes four (4) full days and one four and one-half (4½) hour day leave in one week will be charged four and one half days accrued as thirty-one and one-half (31½) hours of banked time.
3. Elected or required utilization of paid vacation, or sick leave accruals does not extend family leave or otherwise modify those other leaves available to employees of the University.

**B. Health Benefits:** That health benefits coverage in effect and covering the employee immediately prior to leave shall be maintained throughout the period of family leave subject only to program participation and parameters alteration as appropriately negotiated and/or implemented, consistent with law.

**C. Other Benefits:** Other benefits available to employees on leave shall be governed by the provision applicable to the leave. If, for example, the employee is drawing paid sick leave while depleting Family Leave, the provisions of sick leave policy not inconsistent with this policy and law shall govern, while the provisions of unpaid leave policy that are not inconsistent with this policy and law shall govern an unpaid family leave.

**D. Reinstatement:** A employee ready and able to return to his/her position of employment immediately following exhaustion of family leave will be returned to his/her position or, at the University's discretion, to an equivalent position with equivalent pay and benefits unless the employee would have been terminated in the absence of any leave (e.g., layoff, contractual non-reappointment, just cause independent of the leave or natural term expiration of a terminal or

4581 temporary position of employment).

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## VII. Definitions

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A. **Child:** A child is the biological, adopted or formally placed, foster care child, step child or legal ward of the employee requesting leave and under eighteen (18) years of age or eighteen (18) years and over but certifiably incapable of self-care because of mental or physical impairment.

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B. **Parent:** A parent is the biological or legally recognized parent of a child. For the thirteen (13) week leave set out above and pursuant to provision I.C. above, a parent shall include parents-in-law.

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C. **Spouse:** A spouse is the University-recognized, spousal partner of the employee requesting leave, as defined by University policy and covered by University procured health insurance carrier applicable to employee. Where spouses are both employees of the University, leave under I.A. through I.F. above shall not exceed the maximum leave for one eligible employee. **Roger Williams University and Roger Williams University School of Law Benefits Information Regarding Same-Sex Spouses & Domestic Partners is incorporated by reference hereto in all respects as it affects eligible employee and those receiving the care of eligible employees.**

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D. **Serious illness or health related condition:** This is defined as an illness, injury, physical or mental impairment or condition that involves a period of incapacity or treatment following in-patient care in a hospital, hospice, nursing home or residential medical care facility; and/or a period of incapacity requiring more than three (3) days' absence from work and continuing treatment by a health care provider; and/or continuing out-patient treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated would likely result in incapacity of more than three (3) days; and/or continuing treatment by or under the supervision of a health care provider of a chronic or long-term condition or disability that is incurable; or an injury or illness incurred by a member of the Armed Forces, including a member of the National Guard or Reserves, in the line of duty on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

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E. **Health Care Provider:** A "health care provider" is defined as any doctor of medicine or osteopathy, podiatry, optometry, or psychiatry or any nurse practitioner, licensed physician's assistant (authorized to render health care diagnoses and certification of the type and character

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4627 sought by employee and presented to University as enabling family  
4628 leave in accordance with this policy) or psychologist performing  
4629 within the scope of their licensed practice as defined under law.

4630

4631 **F. Next of Kin:** A “next of kin” is the nearest blood relative of the  
4632 employee.

4633

4634 **G. Servicemember:** A “covered servicemember” is a member of the  
4635 Armed Forces, including a member of the National Guard or  
4636 Reserves, who is undergoing medical treatment, recuperation, or  
4637 therapy, is otherwise in outpatient status, or is otherwise on the  
4638 temporary disability retired list, for a serious injury or illness.

4639

4640 **1. Outpatient Status** – the term “outpatient status”, with respect  
4641 to a covered servicemember, is the status of a member of the  
4642 Armed Forces assigned to either a military medical treatment  
4643 facility as an outpatient; or a unit established for the purpose of  
4644 providing command and control of members of the Armed  
4645 Forces receiving medical care as outpatients.

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## VIII. Jurisdiction

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4649 This policy applies to all employees of the University and shall be  
4650 administered consistent with other University policies, including  
4651 collectively negotiated policies, and the law.

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4654 *Last Revised May 2009*

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## APPENDIX K

### 4657 ROGER WILLIAMS UNIVERSITY CONFLICT OF INTEREST POLICY: FACULTY

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#### 4659 **A. DEFINITION**

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4661 A “conflict of interest” exists whenever an officer, agent or employee  
4662 (“University Party”) misuses, or creates the appearance of misusing, their position at  
4663 Roger Williams University (“RWU”) for personal advantage not authorized or benefiting  
4664 the best interests of RWU. A conflict may occur anywhere along a broad spectrum of  
4665 actions ranging from overtly criminal conduct to behavior that could potentially lead to a  
4666 reasonable perception of ethical impropriety.

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#### 4668 **B. PREFACE**

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4670 RWU has a long-standing policy of forbidding any activity that creates a conflict  
4671 between a University Party’s obligations to RWU (including its approved affiliates) and  
4672 the University Party’s private interests, be they personal, financial, proprietary, familial  
4673 or political. This policy statement is issued for the guidance and direction of both the  
4674 University and University Parties. Both the policy and its procedures, enabling  
4675 enforcement, will be administered fairly and equitably.

4676

#### 4677 **C. STATEMENT OF POLICY**

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4679 As an institution of higher education, serving the State of Rhode Island, the higher  
4680 education community, and the general public, RWU is cognizant that it occupies a  
4681 position of trust. RWU therefore accepts an unequivocal obligation to preclude the  
4682 occurrence of legal and ethical impropriety, including the appearance of impropriety, on  
4683 the part of its University Parties.

4684

4685 RWU forbids any conduct that places, or carries a reasonable likelihood of  
4686 placing a University Party’s personal, financial, proprietary, familial or political interest  
4687 in conflict with the law, RWU’s best interests, RWU’s contractual obligations or RWU  
4688 policy. University Parties with fiduciary and/or supervisory responsibilities shall not  
4689 knowingly condone a clear conflict of interest and will be held accountable for enforcing  
4690 this policy.

4691

4692 To facilitate compliance, RWU requires self-disclosure of an existing conflict or  
4693 potential conflict. A potential conflict is defined as any circumstance that creates a  
4694 reasonable doubt as to legal or ethical propriety under this policy or the law.

4695

4696 This policy statement applies to all University Parties.

4697

4698 The specific examples offered below illustrate some of the types of conflict that  
4699 require both self-disclosure by the University Party and corrective action. The following

4700 items are to be understood as an illustrative guideline, and not as a comprehensive or  
4701 exhaustive list of prohibitions:

4702

- 4703 • **Unauthorized** pursuit and/or maintenance of any non-RWU business interest  
4704 and/or professional endeavor that significantly interferes with the University  
4705 Party's commitment of time and professional energy to RWU;
- 4706
- 4707 • **Unauthorized** utilization of RWU research findings, facilities or derivative  
4708 tangible or intangible products for private financial advantage, direct or indirect:  
4709
- 4710 • **Unauthorized** utilization of privileged, proprietary RWU information, gained  
4711 through a position with RWU, including any affiliated enterprise, for utilization in  
4712 private business or in private, non-RWU-affiliated research or consulting  
4713 endeavors;
- 4714
- 4715 • **Unauthorized** exertion of intentional, direct or indirect influence in contractual  
4716 matters or other operational matters between RWU (including its affiliates) and  
4717 any private enterprise in which a personal, financial, proprietary, familial and/or  
4718 political interest is involved;
- 4719
- 4720 • **Unauthorized** acceptance or extension of other than diminimus monetary,  
4721 personal or other reasonably discernible favors from or to a private enterprise with  
4722 which RWU conducts business or persons with whom RWU conducts business;  
4723
- 4724 • **Unauthorized** engagement of an RWU student or another University Party as an  
4725 employee, consultant, or third party contactor of a business, research or consulting  
4726 venture in which the University Party holds a significant ownership or financial  
4727 interest;
- 4728
- 4729 • **Undisclosed** familial relationship with students or University Parties where one  
4730 party to the relationship holds either decisional authority, recommending  
4731 authority, or significant influence over the academic, economic and/or  
4732 employment standing of the other party;
- 4733
- 4734 • **Solicitation or acceptance of personal favors** (including sexual favors) from  
4735 students or other University Parties or third party contractors in return for  
4736 positive academic evaluation, financial consideration, improvement in  
4737 employment status or other significant consideration related to RWU operations;  
4738
- 4739 • **Undisclosed and unauthorized** maintenance of an interest in both a private  
4740 intellectual, professional, scientific, or technical endeavor and an RWU or  
4741 affiliated endeavor in the same or a similar intellectual, professional, scientific  
4742 and/or technical field.

4743

4744 Conflicts of interest may arise unintentionally and certain situations, though not  
4745 presenting an actual conflict of interest, may carry an unacceptable appearance of

4746 impropriety. Additionally, some potential or actual conflict situations may be amenable  
4747 to RWU and/or affiliate authorized alternative measures to achieve non-conflicting  
4748 resolution without forfeiture or may be acceptable under close scrutiny and strict  
4749 adherence to prescribed parameters. Not all conflicts are forbidden. Periodic and  
4750 situationally specific disclosure, therefore, serves as not only a necessary measure to  
4751 ensure compliance with policy but affords potential, compatible resolution to a conflict or  
4752 the appearance, under reasonable scrutiny, of a conflict of interest. For this reason such  
4753 disclosure is, as set out below, a necessary policy mandate.

4754

4755 It is not the intent of this policy to authorize or encourage needless intrusion upon  
4756 any individual's personal behavior or endeavors. It requires self-disclosure. While  
4757 vigilant enforcement is expected, reckless or malicious publication, including the passing  
4758 of rumors by third parties is discouraged, may expose the publisher to private legal  
4759 liability and may be subject to sanctions by RWU.

4760

## 4761 **D. PROCEDURES**

4762

### 4763 1. Disclosure

4764

4765 Self-disclosure is not only the least invasive means of ensuring  
4766 compliance with this policy but also affords the opportunity for mutually compatible  
4767 resolution of actual or potential conflicts of interest. The responsibility for full self-  
4768 disclosure rests with each University Party.

4769

4770 Disclosure necessitated by a developing or potential conflict should be  
4771 disclosed immediately and directed to the attention of either the University Party's  
4772 immediate supervisor or, at the University Party's option, RWU's General Counsel. Any  
4773 developing or potential conflict of or with the General Counsel shall be directed to the  
4774 attention of RWU's President.

4775

4776 Disclosure shall be made either through completion of the attached  
4777 "Conflict of Interest Disclosure Form" or through certification to RWU in a signed letter,  
4778 which addresses all issues specified in the RWU-provided form. Annual conflict of  
4779 interest disclosure is encouraged as a means of proactive management of potential or  
4780 actual conflicts. The University will provide reminder notices, on a regular basis to all  
4781 faculty members, that potential conflicts are to be disclosed. These notices will include  
4782 the recommended forms as well. Additionally, for all those MBUs who wish to  
4783 participate as a proactive measure of conflict of interest management, the annual cycle for  
4784 disclosure will be published at least annually and well ahead of the annual review cycle

4785 of the University. The General Counsel's disclosure is to be submitted to the Board of Trustees'  
4786 Executive Committee.

4787

### 4788 2. Consultation and Review

4789

4790 The Office of General Counsel is available at each University Party's discretion  
4791 for consultation as to whether a specific set of circumstances constitutes a real conflict of interest  
4792 or the potential for real conflict in violation of this policy.

4793  
4794 Such consultation will be treated as confidential to the greatest degree practicable  
4795 in conformity with RWU regulations and applicable law. Following consultation, responsibility  
4796 for formal self-disclosure remains with each individual University Party.

4797  
4798 All disclosures are subject to review by the Office of General Counsel as advisor  
4799 to the President, Provost, Vice Presidents and Deans for conformity with policy and procedure.

4800  
4801 **E. CONSEQUENCES OF CONFLICTS OF INTEREST**

4802  
4803 Disclosed conflicts will be managed in a manner acceptable to RWU and the University  
4804 Party wherever feasible and warranted. Conflicts reasonably deemed unmanageable will be  
4805 forbidden and the acts or omissions driving the unmanageable conflict will be halted.

4806  
4807 Undisclosed, known and reasonably discernible conflicts are subject to RWU sanctions as is  
4808 continuation of any conflict deemed unmanageable and therefor forbidden.

4809  
4810 Attached hereto, as Appendix A, is the Conflict of Interest Disclosure Form authorized for  
4811 disclosures pursuant to this policy.

4812  
4813  
4814  
4815 Policy Reauthorization \_\_\_\_\_ / \_\_\_\_\_  
4816 Dr. Donald J. Farish, President Date  
4817

4818 ROGER WILLIAMS UNIVERSITY  
4819 CONFLICT OF INTEREST DISCLOSURE FORM  
4820

4821 Name: \_\_\_\_\_  
4822

4823 Title: \_\_\_\_\_  
4824

4825 University Affiliation: \_\_\_\_\_  
4826

4827 Please indicate the following: \_\_\_\_\_ Annual Disclosure \_\_\_\_\_ Relationship/Act/Event Based  
4828 Disclosure  
4829

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4830  
4831 Please answer all questions. Refer to the Conflict of Interest Policy as needed. For “yes”  
4832 answers please provide details on a separate sheet of paper. Remember, if in doubt, it is always  
4833 in your best interest to disclose.  
4834

4835 Yes No

4836  
4837 Do you or any member of your immediate family<sup>1</sup> have a consulting relationship or  
4838 position with, or a financial interest in, any of the following:  
4839

4840 \_\_\_ \_\_\_ a sponsor of your research?  
4841

4842 \_\_\_ \_\_\_ a business that your work at RWU could either advance, evaluate or further develop  
4843 (e.g. a business that markets, produces or has in pre-market testing a commercial  
4844 product or product line)?  
4845

4846 \_\_\_ \_\_\_ any other business in which there could be an appearance of a conflict of interest or  
4847 which could reasonably appear to be affected by your research interests or  
4848 educational activities?  
4849

4850 \_\_\_ \_\_\_ Apart from any items disclosed above, have you performed consulting or engaged  
4851 in outside employment during the past year?  
4852

4853 \_\_\_ \_\_\_ Do you or any member of your immediate family have outside (non-RWU)  
4854 professional or income producing activities involving either RWU students or staff?  
4855

4856 \_\_\_ \_\_\_ Do you or any member of your immediate family have a relationship or hold a  
4857 position or appointment with, or a financial interest in, any entity that – to the best  
4858 of your knowledge - does business, or is seeking to do business, with RWU?  
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<sup>1</sup> “Immediate family” is your spouse, or domestic partner (consistent with University health benefits policy and procedure) and dependent children, including stepchildren.



4861 \_\_\_ \_\_\_ During the past year, have you or any member of your immediate family accepted  
4862 any gift (including cash), favor, services, travel, entertainment, or hospitality with a  
4863 value in excess of \$50 from any individual or entity that – to the best of your  
4864 knowledge - does business, or is seeking to do business, with RWU?  
4865

4866 \_\_\_ \_\_\_ During the past year, have you utilized RWU facilities or resources, or time during  
4867 working hours, for non-RWU pursuits or purposes?  
4868

4869 \_\_\_ \_\_\_ Do you have any familial relationships with RWU students or staff where you are in  
4870 a position to influence (directly or indirectly) their academic, economic or  
4871 employment standing with the University?  
4872

4873 \_\_\_ \_\_\_ Do you or any member of your immediate family have a family relationship or non-  
4874 university business relationship with any RWU officer, director, trustee or key  
4875 employee? (*Key employee is defined as an employee who has reportable*  
4876 *compensation in excess of \$150,000 for the calendar year, has significant*  
4877 *responsibilities, and is one of the top 20 highest compensated employees. If you*  
4878 *have a family or non-university business relationship with an employee not*  
4879 *heretofore disclosed, please contact the Office of General Counsel to discern*  
4880 *whether such individual is considered a “key employee” under applicable law.*)  
4881

4882 \_\_\_ \_\_\_ Is there any other potential, apparent or real *financial* conflict that could result in a  
4883 personal financial benefit to you or any member of your immediate family, as  
4884 related to any personal influence you have in RWU operations, academic or  
4885 business decisions?  
4886

4887 \_\_\_ \_\_\_ Do you or any member of your immediate family have any *other* potential, apparent  
4888 or real non-financial conflict, including relationships, commitments or participation  
4889 in activities, including uncompensated activities, that may compromise your  
4890 decisions or judgment in carrying out your RWU responsibilities?  
4891

4892 \_\_\_ \_\_\_ Is there any other relationship or are there or matters or activities of which you wish  
4893 to make RWU aware in the context of the Conflict of Interest Policy?  
4894

4894 AFFIRMATION

4895  
4896 I affirm that I have reviewed the Conflict of Interest Policy, that I understand the Conflict of  
4897 Interest Policy, and that the information provided in this Disclosure and any attached pages is  
4898 true, accurate, and complete to the best of my knowledge.  
4899

4900  
4901 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
4902

4903 RETURN this form and any attached additional pages of disclosure items to your supervisor or  
4904 the Office of General Counsel.  
4905

4906 For questions or additional information please contact the Office of the General Counsel at  
4907 x5379.  
4908

4909 **APPENDIX L**

4910 **Roger Williams University Indemnification Policy**

4911  
4912 Roger Williams University (RWU) will defend, indemnify and hold harmless its  
4913 Trustees, Directors, Officers, faculty and staff employees (Party(ies)) from and against any and  
4914 all expenses, judgments, costs or other liabilities, including attorney's fees and disbursements,  
4915 arising out of any and all action(s) or omission(s) while performing services in good faith and  
4916 within the scope of their responsibility(ies) and authority(ies) on behalf of RWU.

4917  
4918 This covenant shall be maintained to the fullest extent practicable, consistent with law, so  
4919 long as the expense(s) and/or liability(ies) attributed to a Party are not the result of [1] intentional  
4920 and malicious conduct that is tortious, [2] gross negligence, or [3] wanton, willful violation  
4921 and/or wanton, willful disregard for RWU policy(ies) and/or procedure(s) and/or the law. Nor  
4922 shall it extend to action(s) or omission(s) by an otherwise covered party where and when  
4923 rendering professional services within the expertise for which employed or appointed but not  
4924 within the regular or preauthorized scope of employment or appointment. Nor shall it extend, to  
4925 the extent that action(s) or omission(s) of any party, otherwise covered, is/are indemnifiable  
4926 under insurance(s) applicable to the party. Nor shall it extend to defense and/or indemnification  
4927 of a Party in an internal RWU proceeding. Neither shall defense and indemnification extend to  
4928 any claim or cause of action in which RWU is an adverse party.

4929  
4930 Defense and Indemnification hereunder are conditional upon defendant's full and  
4931 unequivocal priority assistance, disclosure, and cooperation on a continuing basis with RWU's  
4932 Office of General Counsel from inception of defense through finality and closure of that matter  
4933 for which defended and/or indemnified. This cooperation shall include but shall not be limited to  
4934 the following processes:

- 4935  
4936 1. Service of Process of Legal action against a potentially covered party must be  
4937 delivered to the Office of General Counsel within five (5) working days of  
4938 receipt of service of such legal action by the party, along with a written  
4939 request for defense and indemnification.
- 4940  
4941 2. RWU shall be formally given the absolute right to take charge of and fully  
4942 control the proceeding(s) for which defense and/or indemnification is  
4943 afforded, including the right to appoint counsel and direct and/or settle the  
4944 proceeding(s) in the discretion of RWU or its assignees, as it deems  
4945 appropriate following advance notice to the indemnified party, except that a  
4946 party may decline settlement as it pertains to that party in his/her individual  
4947 capacity in which case the right to indemnification, including accrued and  
4948 pending costs and liabilities associated therewith, shall cease.
- 4949  
4950 3. The Party(ies) otherwise covered hereunder and seeking defense and  
4951 indemnification shall provide such covenants and/or execute such  
4952 representation agreement and additionally any and all derivative release(s) as  
4953 required by RWU and relating and limited to the acts or omissions of any and  
4954 all persons or other legal entities that are directly or collaterally related to the  
4955 causes of action enabling indemnification hereunder.
- 4956

4957           This policy and its applicable parameters also applies to students of RWU while engaged  
4958 both in approved academic programs and in RWU directed or formally authorized services  
4959 pursuant to and within the scope of defined activities deemed by RWU to be in the best interests  
4960 of RWU. This policy and its applicable parameters also applies to volunteers who, with prior  
4961 written authorization of the President and pursuant to and within the scope of such authorized  
4962 direction, are providing services, in good faith, for and in the best interests of RWU.

4963

**APPENDIX M**

**ROGER WILLIAMS UNIVERSITY & ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW**

**BENEFITS INFORMATION REGARDING  
SAME-SEX SPOUSES & DOMESTIC PARTNERS**

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4970  
4971 *Overview*

4972  
4973 Roger Williams University and Roger Williams University School of Law (collectively “University”) recognize same-sex spouses as well as domestic partners (same or opposite sex) as defined below of its employees as spousal equivalents for certain benefits, to the extent permitted by law and by insurance underwriting requirements. Such benefits are available to non-bargaining unit employees depending upon their eligible benefit status and to bargaining unit employees whose collective bargaining agreement provides for such benefits.

4979  
4980 *Same-Sex Spouses*

4981  
4982 In 2003, the Commonwealth of Massachusetts commenced issuing marriage licenses to same-sex couples *residing in Massachusetts*. The University recognizes such marriages as it does all other lawful marriages, subject to the tax and benefit restrictions and insurance underwriting requirements outlined below.

4986  
4987 In September 2006, the Commonwealth of Massachusetts commenced issuing marriage licenses to same-sex couples *residing to Rhode Island*. To date, neither the State of Rhode Island legislature nor courts have issued guidance regarding the validity of such marriage licenses. Until such time as guidance is issued, the University will recognize such marriages as it does all other lawful marriages, again subject to the tax and benefit restrictions and insurance underwriting requirements outlined below.

4992  
4993 *Domestic Partners (effective January 1, 2008)*

4994  
4995 A domestic partner may be of the same or opposite sex. The University utilizes the criteria established by its insurance carriers for recognizing domestic partners, which criteria is subject to change based upon insurer underwriting requirements. The current criteria are outlined in the attached “Declaration of Domestic Partnership” (Appendix A). The employee and domestic partner will be required to submit a signed Declaration and accompanying required documentation to certify eligibility. Please note that additional criteria, as referenced below under *Available Benefits*, may be applicable to specific benefits.

5001  
5002 Employees are required to notify the University’s Benefits Manager in writing utilizing the University’s “Termination of Domestic Partnership” form (see attached Appendix B) within thirty days of any termination of the domestic partnership or failure to meet any of the above-referenced criteria.

5005  
5006 *Benefits (Same-Sex Spouses & Domestic Partners)*

5007  
5008 University benefits that may involve same-sex spouses, domestic partners, and the same-sex spouse/domestic partner’s dependent(s) are outlined below. Due to federal benefit restrictions and insurance underwriting requirements, some of these benefits are not available to same-sex spouses, domestic partners, and the same-sex spouse/domestic partner’s dependent(s). The University’s Benefits Manager is available if you have any questions regarding these benefits.

5013  
5014 In addition to federal law and insurance carrier restrictions, all benefits are subject to applicable University policies and benefit plan documents, as well as applicable collective bargaining agreements (for example, any minimum working hour requirements for accessing medical and dental insurance).

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#### Available Benefits

- Same-sex spouses/domestic partners may be enrolled in the University’s medical and dental insurance plans; the same-sex spouse/domestic partner’s dependent child/children may be enrolled if he/she/they meet medical and dental carrier dependent requirements
- Medical and dental buyback if opting out of the University’s medical and/or dental plan for same-sex spouse/domestic partner plan coverage
- Benefits under the federal Family and Medical Leave Act and Rhode Island Parental & Family Medical Leave Act
- Sick time may be used to care for the same-sex spouse, domestic partner, and the same-sex spouse/domestic partner’s dependent(s)
- Voluntary spousal life, accidental death and dismemberment, and long term care insurance for the same-sex spouse/domestic partner, subject to any specific insurance carrier requirements; same-sex spouse/domestic partner’s dependent child/children life insurance if he/she/they meet insurance carrier dependent requirements
- Participation in Tuition Exchange, Council for Independent Colleges, and/or Tuition Remission for same-sex spouse/domestic partner; the same-sex spouse/domestic partner’s dependent child/children may participate if he/she/they meet the definition of “dependent” under Section 152 of the Internal Revenue Code (a “Tax Certification of Dependency” form must be completed and submitted)
- Fitness Center family membership for same-sex spouse, domestic partner, and the same-sex spouse/domestic partner’s dependent(s)
- Bereavement time for the death of the same-sex spouse, domestic partner, and the same-sex spouse/domestic partner’s dependent(s)

#### Contingent Benefits

Note: The below benefits are *only available* if the same-sex spouse, domestic partner, same-sex spouse/domestic partner’s dependent(s) meet the definition of “dependent” under Section 152 of the Internal Revenue Code (a “Tax Certification of Dependency” form must be completed and submitted)

- COBRA medical/dental insurance continuation coverage to the same-sex spouse, domestic partner, same-sex spouse/domestic partner’s dependent(s)
- Flexible spending accounts for expenses related to the same-sex spouse, domestic partner, same-sex spouse/domestic partner’s dependent(s)

#### *Tax Consequences (Same-Sex Spouses & Domestic Partners)*

#### IMPORTANT:

Federal and state law does not recognize a same-sex spouse or domestic partner as a legal spouse for federal and state income tax purposes. Therefore, any tuition remission benefits and the University contribution to the medical and dental plans for the same-sex spouse, domestic partner, same-sex spouse/domestic partner’s dependent(s) coverage are considered taxable income to the employee and must be included in the employee’s bi-weekly paycheck as taxable income for both federal and state purposes. In addition, any medical and dental premium cost the employee is required to contribute for same-sex spouse, domestic partner, same-sex spouse/domestic partner’s dependent(s) coverage must be contributed as an after-tax deduction. By accessing same-sex/domestic partner benefits, the employee agrees that it is his/her responsibility to pay all applicable taxes and authorizes the University to withhold necessary taxes via standardized payroll deduction.

The above tax matters *do not apply* if the same-sex spouse, domestic partner, same-sex spouse/domestic partner’s dependent(s) meet the definition of “dependent” under Section 152 of

5070 the Internal Revenue Code (a “Tax Certification of Dependency” form must be completed and  
5071 submitted).

5072  
5073 Any additional tax consequences incurred by the employee may *not* be used to satisfy an  
5074 employee’s maximum premium share contribution to his/her medical and/or dental insurance.  
5075 The above imputed income amounts are *not* added to the employee’s compensation base for  
5076 group life insurance, disability benefits, or retirement plan contributions.

5077  
5078 Employees are encouraged to speak with their own tax advisor if they have questions regarding  
5079 the tax treatment of certain benefits.

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APPENDIX A

DECLARATION OF DOMESTIC PARTNERSHIP

[BCBSRI Form 7-04]

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\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Domestic Partner Name

1. We hereby certify that, as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria:

- We are at least eighteen (18) years of age and are mentally competent to contract.
- Neither of us is married to anyone.
- We are not related by blood to a degree, which would prohibit marriage in our state of legal residence.
- We reside together and have resided together for at least one (1) year.
- We are financially interdependent and can demonstrate such interdependence by attaching the Required Documentation listed in paragraph 7 of this Declaration.

2. We agree to notify the BCBSRI and University if the status of this relationship changes - including termination of the relationship or failure to meet any of the above criteria - by filing a Termination of Domestic Partnership form with the University no later than 30 days from the date of such change.

3. I understand that under current tax regulations, the University is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the University's contribution to the benefit plan related to covering my partner or my partner's dependent children. Other tax issues may apply.

Please Note: After consulting with your tax advisor, if your domestic partner and his/her dependent children are considered your "dependents" as defined under Section 152 (a) (9) of the Internal Revenue Code, you will need to complete the Tax Certification of Dependency form.

4. We understand that the coverage elected will remain in effect until any of the following occurs:

- The next plan year in which the coverage is changed;
- Termination from the benefit plan due to ineligibility takes place;
- The domestic partnership is terminated; or
- As for coverage of the domestic partner's children:
  - a) The death of the enrolled domestic partner; or,
  - b) A change in the eligibility status of my partner's children (if applicable) takes place.

5. We understand that the information contained in this Declaration is confidential and is being provided for the sole purpose of determining eligibility for benefits.

6. We affirm that the statements attested to in this Declaration are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the University for any expenses incurred as a result of any false or misleading statement contained in this Declaration.

5142 It is further understood that a false statement could result in disciplinary or legal action,  
5143 including termination of employment at the University.

5144  
5145 7. REQUIRED DOCUMENTATION: In evidence of this Declaration of Domestic Partnership,  
5146 and **in addition to this Declaration of Domestic Partnership form**, you must also provide  
5147 proof of at least two (2) of the following four (4) items. (Check two as appropriate, and attach the  
5148 documentation.)

- 5149  
5150 \_\_\_\_\_ (1) Relationship Contract.  
5151 Relationship Contract – A written agreement which has been executed by the parties, and  
5152 which at a minimum, provides that each party is obligated to provide support for the other  
5153 party, AND provides, in the event of the termination of the relationship, for equal  
5154 division of any property acquired during the relationship.  
5155 \_\_\_\_\_ (2) Joint mortgage or joint ownership of primary residence.  
5156 \_\_\_\_\_ (3) The domestic partner has been designated as a beneficiary for the  
5157 employee’s will retirement contract or life insurance.  
5158 \_\_\_\_\_ (4) To satisfy this item proof of **two (2)** of the following items is needed  
5159 (check two):  
5160  joint ownership of vehicle  
5161  joint checking account  
5162  joint credit account  
5163  joint lease

5164  
5165 Under penalties of perjury, we certify that the foregoing representations are true, correct, and  
5166 complete.

5167  
5168 \_\_\_\_\_  
5169 Employee Signature                      Date                      Domestic Partner Signature                      Date  
5170  
5171 \_\_\_\_\_  
5172 Employee SS #    Domestic Partner SS #  
5173  
5174



APPENDIX B

TERMINATION OF DOMESTIC PARTNERSHIP

5175  
5176  
5177  
5178  
5179  
5180  
5181

5182 I, \_\_\_\_\_ (print name) do hereby declare that I no longer have  
5183 a domestic partnership with \_\_\_\_\_ (print name of former  
5184 domestic partner).

5185

5186 I file this Termination of Domestic Partnership in order to cancel the Declaration of Domestic Partnership  
5187 previously filed by me. The domestic partnership ended on \_\_\_\_\_ (date).

5188

5189 I understand that I may not file another Declaration of Domestic Partnership until twelve (12) months  
5190 have passed from the above-referenced date.

5191

5192 I certify that the information supplied on this form is true and correct.

5193

5194

5195

5196 \_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Social Security Number)

5197

5198

5199 \_\_\_\_\_  
(Department)

\_\_\_\_\_  
(Date)

5200

5201

5202

5203

5204 Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
5205 (Benefits Manager or designee)

5206

□