

UNIVERSITY OF THE VIRGIN ISLANDS TEACHING FACULTY POLICY MANUAL

**Approved by the Board of Trustees
February 22, 2003**

NOTE BENE:

This Faculty Policy Manual was approved by the Board of Trustees of the University of the Virgin Islands on February 22, 2003 with the understanding that select sections, so identified by the administration and faculty executive team as needing further work, would be brought back to the Trustees for final ratification as soon as possible, starting with the June 2003 meeting of the Board. Until these changes are approved, this Manual as approved on February 22, 2003 is the official faculty policy manual of the University of the Virgin Islands.

OPERATIONAL NOTES

1. Since the number of years required for tenure eligibility has been reduced from 10 to 7, faculty who feel they may be adversely affected by this new regulation may determine to hold on to the former regulation if they so wish. Such faculty should inform the Office of Academic Administration before June 14, 2003 so that this notation will be placed in their files. It shall be understood that those who do not indicate such to the Office have chosen to utilize the new regulation regarding eligibility for tenure.
2. The newly approved guidelines for the annual faculty evaluations will become effective for the 2003-2004 academic year and will not be used to evaluate faculty for academic year 2002-2003.
3. It is to be further noted that the Appendices were not reviewed by the Trustees and will need immediate attention for possible revisions before taking to the Board at their future meetings.

_____(Signed)_____
Dr. Gwen-Marie Moolenaar, Provost

February 22, 2003

This document shall be maintained by the Provost and published in electronic format. Changes will be promptly entered as soon as required approvals are obtained. Printed copies of each revised document shall be placed in archives in the Provost's Office, the Offices of the campus Chancellors, and the campus libraries.

New faculty members will be issued a current copy of this document.

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1 PRINCIPLES

This Policy governing the employment of faculty at the University of the Virgin Islands is based on principles, which are described below:

- a Members of the teaching faculty shall enjoy the rights and privileges of academic freedom in their teaching and research. They shall be afforded due process in all procedures related to appointment, promotion and tenure.
- b The University seeks to achieve a competitive advantage in attracting and retaining an outstanding faculty that is committed to its mission. (See Appendix I for the University's Mission Statement.)
- c The faculty must be committed to excellence in the areas of teaching, research, and public service that support the University's mission. Because this is primarily a teaching institution, research in the pedagogy of the academic disciplines is strongly encouraged, as are activities that enhance the success rate of students in developing the intellectual skills and competencies that characterize a well educated UVI graduate.

2 FULL-TIME FACULTY

a Positions-Definitions

- i Tenure-based positions are the faculty positions which constitute the base on which the number of tenured positions in a division is computed.
- ii Non-tenure-based positions are budgeted positions that do not lead to tenure.

b Appointments

The policies and procedures contained in this manual apply to the employment of the full-time teaching faculty of the University of the Virgin Islands. Members of the faculty are employed by the University in accordance with policies and procedures established by the Board of Trustees.

i Full-time Faculty

Full-time faculty are faculty who carry a workload equivalent to 24 or more credit hours an academic year (normally 12 credits per semester). The full-time faculty of the University are appointed in three principal categories:

(a) Tenured Faculty

Tenured faculty are faculty who are on a continuous contract in a tenure-based position absent adequate cause for termination. Eligibility for tenure

and procedures for obtaining tenure are described in Section 5 of this policy manual.

(b) Pre-tenured Faculty

Pre-tenured faculty are tenure eligible members of the faculty who are employed in tenure-based positions by contracts that are renewable at the option of the University. The duration of employment of pre-tenured faculty shall be fixed by contract. Contracts of pre-tenured faculty may be for periods of one, two, or three years. A new contract may be offered to a pre-tenured faculty member depending on the performance of the faculty member under an existing or prior contract. Except for terminal contracts and contracts for visiting faculty, if the University does not intend to offer a new contract to a pre-tenured faculty member at the expiration of his or her current contract, notice will be given according to the terms of Section 4c. Section 4 further describes pre-tenured faculty.

(c) Visiting Faculty

Visiting faculty are employed by contract for periods not normally exceeding one academic year. Contracts may be renewed if funding sources and/or other circumstances permit; however, there shall be no presumption that visiting contracts will be renewed. Individuals with a one-year visiting contract shall be notified by the University at least five months before the expiration of the contract whether there will be a new contract. However, failure on the part of the University to do so may not be taken as evidence that a new contract will be forthcoming.

3 TERMS OF EMPLOYMENT

The terms and conditions of every contract shall be in writing with a copy supplied to the faculty member. Any modification of the contract shall also be in writing.

4 PRE-TENURED FACULTY

- a The initial employment of a pre-tenured faculty member shall normally be for one academic year and shall be considered probationary employment. During the term of an initial employment contract, a pre-tenured faculty member's contract may be terminated by the University without adequate cause provided that prior notice is given according to Section 4c.
- b Where there is clear evidence of satisfactory overall performance as determined by evaluation, subsequent employment of a pre-tenured faculty member may be offered according to the following sequence: one year, two years, three years. So long as the performance of the individual continues to be satisfactory, additional contracts may be offered until a decision on tenure has been made.

- c If the contract of a pre-tenured faculty member is not to be renewed by the University, written notice shall be given to the faculty member in advance of the expiration of his or her contract. A faculty member on an initial contract shall receive such notice at least five months prior to the expiration of his or her contract. Other faculty members shall receive such notice at least seventeen months prior to the expiration of their contracts.
- d A pre-tenured faculty member whose performance is found to be substandard shall be so informed in writing as described in the cases below:
 - i A pre-tenured faculty member on an initial contract shall be given notice that no new contract will be offered by the University.
 - ii A pre-tenured faculty member on a contract (other than an initial contract) with a remaining term of less than seventeen months whose performance is substandard will be so informed and shall be given notice:
 - (a) that if a new contract is offered it will be a terminal contract; or
 - (b) that the current contract or the terminal contract shall be terminated for adequate cause and subject to grievance as provided by Section 21.
 - iii A pre-tenured faculty member, on a contract (other than an initial contract) with a remaining term of seventeen months or more, whose performance is substandard may be given notice that
 - (a) no new contract will be offered by the University; or
 - (b) that the current contract shall be terminated for adequate cause and subject to grievance as provided by Section 21.
- e To enhance its ability to retain a qualified faculty that is focused on the achievement of its mission, the University reserves the right to permit contracts to expire in accordance with their terms. Whenever such expiration is contemplated, notice will be given in accordance with Section 4c.
- f A terminal contract is a one-year contract offered to a faculty member whose employment will be discontinued by the University. A faculty member on a terminal contract is not entitled to notice of the University's intention not to renew prior to its' expiration.

5 TENURED FACULTY

a Eligibility for Tenure Consideration

To be eligible for tenure consideration, a faculty member must be employed in a full-time position in the rank of Assistant Professor, Associate Professor, or Professor and must possess at least seven years experience as a full-time member of the faculty of an institution of higher education in the rank of Assistant Professor, Associate Professor or Professor. At least five years of service must be at the University of the Virgin Islands. Evaluation for tenure will occur in the last year of the pre-tenure period as described in Section 5c, providing that the faculty member has had a minimum of four comprehensive annual evaluations at the University of the Virgin Islands.

Experience in a visiting position at the University of the Virgin Islands shall be counted toward tenure in the case of faculty members whose status is subsequently changed from a visiting faculty to a pre-tenured faculty without a break in employment at the University.

Employment at the University of the Virgin Islands in the rank of Instructor up to a maximum of two years shall be counted towards tenure. For faculty members who have been continuously employed at the University of the Virgin Islands on or before July 7, 1992, or at any other accredited post-secondary institution, a maximum of two years of service in the rank of instructor shall be counted toward eligibility for tenure consideration.

b Criteria for Employment with Tenure

To be employed with tenure, a faculty member must:

- i meet the eligibility criteria described above;
- ii be in a division of the University in which his or her employment will not cause the tenure ceiling to be exceeded as described in Section 5f.;
- iii have demonstrated distinguished service to the University in the mission central areas of instruction, research and public (see Sections 6, 7, 8, and 11);
- iv have received approval from the Board of Trustees.

c Procedure for Employment with Tenure

- i In the spring semester of each year, a review of faculty members who are eligible for consideration for tenure will take place. The initial review for the granting of tenure will be done by the Faculty Review Advisory Committee (FRAC). The formation and composition of FRAC is described in Section 5h. The

recommendations of FRAC will be transmitted to the Provost and the tenure candidate.

- ii The Provost will engage in a separate review of tenure candidates after receiving the recommendations of FRAC. In making his/her recommendation to the President, the Provost shall consult with the division Chair of each candidate under review, and with members of the University community or of the candidate's academic discipline who are qualified to evaluate the candidate's record.
- iii The Provost shall forward his or her recommendations, along with those of FRAC, to the President who will then forward to the Board of Trustees the names, records, the results of the evaluations, and his/her recommendations, including those that are negative, and the impact on the tenure ceiling. The final decision in each case will be made by the Board of Trustees.
- iv. Faculty members not granted tenure on the basis of the tenure review, except those described in Section 5f who are recommended for tenure but are unable to receive it because of the ceiling shall receive notice of termination in accordance with the standards of notice specified in Section 4c.

d. Terms of Employment with Tenure

Faculty members granted tenure render services to the University on a contract which can be terminated by the University only for adequate cause. Tenure is applicable only in the division in which it is granted. If a tenured faculty member transfers to another division, tenure in the old division shall be forfeited. However, tenure in the new division may be granted by the President without following the procedure described in Section 5c. The tenure ceiling policy shall still apply.

e. Appeal of Tenure Recommendation

- i. The faculty member may appeal FRAC's recommendation in writing to the Faculty Grievance Committee (described in Section 21a) and request an opportunity for a personal appearance to present his or her case, subject to the following conditions:
 - (a) The appeal to the Faculty Grievance Committee must be based on the grounds that FRAC's recommendation was unjustified because: (1) FRAC did not follow its stated procedures in arriving at this recommendation, or (2) the recommendation was arbitrary and capricious, lacking a substantial basis in fact, or (3) the recommendation was related to a violation of the faculty member's constitutional rights.

- (b) Any such appeal must be supported by a written statement supporting the faculty member's contention that FRAC's recommendation was in violation of one or more of the grounds for appeal presented above.
 - (c) The appeal and supporting statement must be submitted to the Faculty Grievance Committee not later than 30 calendar days after receipt of notice of FRAC's recommendation.
 - (d) At the conclusion of the Faculty Grievance Committee's deliberations, they will make a recommendation to the Provost stating that either the appeal is not valid and FRAC's recommendation should remain unchanged, or that the appeal is valid and that FRAC should conduct a second review of the candidate in compliance with the findings of the Faculty Grievance Committee.
- ii If the President of the University decides not to recommend to the Board of Trustees that a faculty member be granted tenure, the candidate and FRAC will be informed by the President, in writing, of his or her recommendation.
- iii In the event that the faculty member is not satisfied with the recommendation of the President, a written appeal may then be made to the Board of Trustees in accordance with the Board's policy on appeal procedures. The faculty member's written appeal and all tenure documents will be presented to the Board. The faculty member may appeal the President's recommendation to the Board subject to the following conditions:
 - (a) The appeal to the Board must be based on the grounds that the President's recommendation was unjustified because: (1) the institution did not follow its stated procedures in arriving at this recommendation, or (2) the recommendation was arbitrary and capricious, lacking a substantial basis in fact, or (3) the recommendation was related to a violation of the faculty member's constitutional rights.
 - (b) Any such appeal must include a written statement supporting the faculty member's contention that the President's recommendation was in violation of one or more of the grounds for appeal presented above.
- f. Tenure Ceiling
 - i Each academic division (Business Administration, Humanities, Nursing, Science and Mathematics, Social Sciences, Education) and the St. Croix Campus shall have a tenure ceiling which is set by the Board of Trustees. The ceiling is set at 55% of the tenure-based positions for each division, except for
 - (a) divisions with eight or fewer tenure-based positions in which case the number of tenured positions may not exceed those shown in the following table:

TENURE-BASED POSITIONS	TENURED POSITIONS
4	2
5	3
6	4
7	4
8	5

- (b) tenured individuals serving in administrative positions outside of their divisions as discussed in Subsection v. (below.)
- ii. When the addition of a tenured position to a division would cause the ceiling to be exceeded, no tenure shall be granted to faculty of that division. In such cases, the tenure review of all eligible candidates shall be conducted according to the procedure outlined in Section 5c of this Policy Manual, and individuals who are recommended for tenure by FRAC, and whose recommendations are accepted by the President, shall continue to be eligible for employment by the University. The terms of their employment shall remain unchanged. They will not be required to undergo another review by FRAC in order to remain eligible for tenure.
 - iii. If the number of candidates recommended for tenure in a division by FRAC and accepted by the President exceeds the number of available tenure slots, the President shall select those he wishes to recommend to the Board. The remaining candidates who were accepted by the President shall not be recommended to the Board for tenure, but shall continue to be eligible for employment as pre-tenured faculty.
 - iv. Individuals who hold tenure in a division while serving in an administrative capacity shall be assured of the right to return to their teaching position as tenured members of the faculty of the division for the duration of full-time service with the University. However, after three years of absence from the division, they shall not be counted among those tenured for purposes of establishing the 55% tenure ceiling.
 - v. In the event that such individuals return to their divisions, the President shall make a recommendation to the Board to exceed the tenure ceiling to as much as 70% to accommodate them. If such individuals returning to the division would cause the ceiling to exceed 70%, the (now former) administrator will fall into the category described in Section 5f ii of this Policy Manual until such time as their

tenure status would not cause the ceiling to exceed 70%. When the tenure ceiling in a division is exceeded, no tenure will be granted until the 55% ceiling can be restored. In no case should the total number of tenured faculty in a division exceed 70% of the tenure-based positions.

g. Special Appointments with Tenure

In certain circumstances (e.g. the recruitment of a chair of a division, or of a named chair) the University may wish to give an initial contract with tenure, or to offer employment with tenure prior to the completion of seven years of service. The President shall make a recommendation to the Board for a temporary lifting of the tenure ceiling to accommodate such employment. As in all other cases, the decision on tenure shall not be final until it is approved by the Board of Trustees.

h. Faculty Review Advisory Council (FRAC)

FRAC will be composed of seven tenured faculty members. Members will be elected by approval voting in a secret mail ballot conducted by the Office of the Provost in September after lists of those eligible to serve and those eligible to vote have been verified by the Faculty. All faculty holding the rank of professor, associate professor, assistant professor, and instructor who are not visiting, and have served at UVI for at least one (1) year comprise the Electorate for FRAC.

FRAC will annually disseminate its procedures for reviewing candidates.

6 FACULTY RESPONSIBILITIES

a. Teaching Responsibilities

- i The teaching duties of each academic division shall be regarded as a joint responsibility of all its members, to be divided as far as possible by mutual agreement, with proper attention to the interests and activities of all. It shall be the responsibility of the division Chair to make decisions when agreement is lacking, and to submit the complete schedule of teaching assignments to the campus Chancellor.
- ii A full teaching load is twenty-four hours per academic year (normally 12 credit hours per semester). If feasible, there shall be no more than six separate course preparations during the academic year
- iii Under special and unusual circumstances, a reduction of teaching responsibilities may be granted to a faculty member upon the recommendation of the Division Chair and with the written permission of the Campus Chancellor.
- iv Where the best interests of the University make a reassignment of duties or responsibilities desirable, the President, in consultation with the Division Chair

and Campus Chancellor, may reassign a member of either the teaching or administrative faculty to duties the President considers to be within the faculty member's experience and competence. In such cases, it is understood that the remuneration of the faculty member will not be lessened.

b Other Faculty Responsibilities

- i All teaching faculty are required to be available for scheduled activities and assignments during the contract period. Scheduled assignments and activities include convocation, advisement, registration, division meetings, and Faculty meetings. Faculty who have compelling reasons to be absent from convocation should request permission from the Provost. Faculty who have compelling reasons to be absent from assigned duties should request permission from their division Chairs. Division Chairs are required to record in writing any significant instances of failure to attend scheduled duties (Faculty By- Laws 7f ii.)
- ii All teaching faculty are expected to be available to students for at least 3 hours on each day of registration, and faculty teaching in the summer session should be available during most of the summer registration period.
- iii All teaching faculty are required to schedule at least 7 office hours per week and are expected to meet with students at other times when necessary.
- iv All faculty are required to attend commencement exercises on their respective campus. The President may grant permission to miss commencement on the basis of a timely and compelling application processed through the division Chair, campus Chancellor, and Provost.
- v Faculty are expected to meet the deadlines for timely submission to the appropriate office of all documents and reports: e.g, faculty class schedules, class rosters, course syllabi, textbook requests, mid-term grades, final exams and grades, faculty evaluation Record of Activities, special assignment reports, sabbatical leave reports, professional development reports.
- vi Teaching faculty who travel away from their designated headquarters on a day when they have scheduled duties, whether for professional or other reasons, and regardless of the source of funding, shall submit a Travel Authorization to the campus Chancellor through the division Chair at least 5 days in advance.

7 PROFESSIONAL ACTIVITIES AND SCHOLARLY RESEARCH

- a The University expects that its faculty should demonstrate continual professional development.
- b To further such development, the University provides financial support for annual Professional Development Grants to faculty engaging in approved professional

activities. The amount of support available, and the procedures for obtaining it, are described in Appendix IV, “Faculty Fringe Benefits” subject to current University policy.

- c Teaching faculty are expected to be active in research /scholarly activities. Research/scholarship includes conducting research and other creative activities. It yields tangible evidence in the form of publications, presentations of scholarly papers at professional organizations or professional meetings, exhibits, lectures, recitals and other such products. It may advance knowledge or provide critical and analytical products as the writing of a book, reviews of books or essays, or the compilation of research results for instructional purposes or for a scholarly paper. In these activities, the faculty person should be able to provide evidence that he/she is functioning as a scholar. It is recognized that scholarship is often discipline specific and that clear standards for its evaluation are best defined within the discipline. Applications for research grants are also encouraged. Released time from teaching duties may be obtained to the extent that a research grant supports the salary of a faculty member. In such an event, the division Chair, the campus Chancellor, and the Provost should be informed as early as possible so that alternate plans can be implemented to provide instruction for the credit hours for which the faculty member was granted the released time.
- d The University is expected to promote faculty research and to provide reasonable support for faculty in achieving these objectives, as funding permits. The support may take the form of Margin for Excellence grants and faculty fellowships which may provide for a reduction of teaching responsibilities of up to three credit hours a semester, with no more than six hours of released time in any one academic year.

8 OUTSIDE ACTIVITIES

It is required that full-time faculty members will devote their time and service to the University on a full-time basis. However, a faculty member may engage in other commercial and public service activities in addition to his/her work at the University that will serve to enrich learning. Such activities are limited to those which promote the interest of the University and the community and do not simply have the character of a second position or another job. Where professional commitments of this sort are being considered, a faculty member should consult with the campus Chancellor through his/her division Chair to ensure that the activity will enhance the learning environment and that their full-time teaching and other responsibilities will not be diminished by this outside activity.

9 FACULTY COMPENSATION

- a. General Principles
 - i The University Administration will continue to strive for Trustees’ and legislative support of a level of compensation appropriate to a highly qualified

faculty. This is important for two fundamental reasons: to retain present faculty who serve the University well, and to be able to continue to attract outstanding candidates for future faculty vacancies. A suitable reward system is an essential part of an overall strategy of maintaining and enhancing the academic quality and reputation of the University of the Virgin Islands.

- ii Consistent with this strategy, the following specific elements will be among the objectives of future compensation planning:
 - (a) Adjustments in overall compensation levels to help offset the impact of inflationary trends and thus, in so far as possible, to maintain real purchasing power;
 - (b) Recognition of the adverse effects on salaries of cost-of-living realities in the Virgin Islands;
 - (c) Continued support of professional development opportunities and their associated costs;
 - (d) Improvement of fringe benefits, in order to provide security against possible major short and long-term expenses, while offering immediate tax savings and increased disposable income;
 - (e) Retention of a system of selective merit increments to be awarded in addition to general salary adjustments.
- iii It should be recognized that the University's ability to attain all of these objectives will, in fact, vary from year to year. The University does not address salary issues in a vacuum. It is affected, for example, by such annual, external factors as overall Virgin Island government compensation policies and the territory's revenue expectations. Failure to prevail on all fronts should not be construed as abandonment; it should, instead, call for redoubled efforts in future budgetary requests.
- iv In working toward the above objectives, the Administration will engage in the customary faculty consultation. Subsequent faculty support of annual compensation plans will be especially helpful in the process of gaining Trustees' approval and adequate legislative appropriations.
- v Finally, the Administration proposes to join with the faculty's representatives in exploring an approach to future compensation planning which would include comparisons with data from external sources. The purpose of this exploration would be to determine the utility to the University of a methodology which would assure the availability and analysis on an ongoing basis of comparative data from elsewhere within the higher education community. If feasible, this

approach could be helpful in long-term compensation planning and, quite possible, to institutional development generally.

- b. Teaching faculty contracts are for a ten-month academic year. However, as a convenience to the faculty, salary payments will be made in twelve monthly installments. If a faculty member's services terminate for any reason in the course of the academic year before the expiration of his/her ten month contract period, he/she will receive a payment from the University representing the amount of deferred salary due him/her.
- c. The salary schedule for the academic year is designed to assure the faculty member a comfortable standard of living. A faculty member may be employed at any one of the salary steps in a given category, depending upon an assessment of the applicant's experience and ability. Annual step increases are not automatic, but dependent upon satisfactory professional performance. Step increases beyond those listed in the salary schedule will be given only in cases of exceptional merit. See Appendix II for a current salary schedule approved by the Board of Trustees.
- d. The following formula will be used to determine the salary of a faculty member teaching in the summer session:

$$(\text{Number of credits} \div 24) \times \text{yearly salary} \times 90\% = \text{summer salary.}$$

Yearly salary is defined as the contracted base salary received during the academic year immediately preceding the summer school session.

- e. Adjustment for major and long-term administrative responsibilities in addition to teaching for a member of the faculty is achieved either by a reduction in the teaching load or by an increase in salary. In the latter case, the increase is tied to the administrative responsibilities, and upon relief from these duties, the increase ceases.
- f. At the discretion of the division Chair and with the approval of the Campus Chancellor, a faculty member may be invited to teach in excess of 12 credits in an academic semester or more than 24 credits in an academic year. (See Subsection 6a ii for a definition of regular course load.) For teaching additional credits in undergraduate courses, full-time faculty will be compensated at the highest per credit course rate for part-time faculty teaching undergraduate courses. Full-time faculty who teach an over load (more than 12 credits) in a Fall semester shall be compensated for said over load at the end of that semester unless the faculty member chooses to defer compensation until the end of the academic year. If compensation is deferred, the faculty member may opt to carry an under-load (less than 12 credits) in the Spring semester to compensate for the Fall over-load. Full-time faculty who agree to teach an under-load in a Fall semester will be required to teach an over-load without additional compensation in the Spring semester to compensate for the Fall under-load. If a faculty member has assignments outside of his/her teaching

assignments that contribute to his/her overload, the non-teaching assignments will normally be considered the over-load credits.

- f If a faculty member carrying an overload is teaching one or more graduate courses, then the graduate credits shall be considered as the over-load credits. In such cases, the faculty member shall be compensated for teaching the graduate course on the highest per credit rate as part time faculty teaching graduate courses.

10 ANNUAL EVALUATION, ADVANCEMENT IN SALARY, AND PROMOTION IN RANK

Evaluations are necessary to provide enabling direction and assistance to faculty in their attainment of promotion and tenure and to promote meaningful dialog on activities considered essential to the success of the university in fulfilling its mission.

- a. The performance of all members of the full-time faculty shall be evaluated annually, and each faculty member will be officially informed of the result of that evaluation no later than December 15, barring factors beyond the control of the University. The standards against which faculty are evaluated are described in Sections 6, 7, 8 and 11. Evaluations will employ a uniform set of tools for all academic divisions of both campuses of the University. The specific application of these tools will allow for flexibility, depending on the special situation in each division.

b. Tools of Evaluation

- i Student Evaluations - It is mandatory that all classes in every division be given the opportunity to evaluate the instructor. The Student Evaluation of Teaching form will be administered in a uniform fashion. The evaluation will be administered once a semester during the final two weeks of instruction; the faculty member will not be present when the students are completing the forms; the forms will be delivered directly to the office of the appropriate supervisor by someone other than the instructor of the course; the evaluation forms will not be available to the instructor until after final grades for the course are submitted. The results of the evaluation will be tabulated by the office of the appropriate supervisor and given to the faculty member within four to six weeks of the evaluation.
- ii Record of Activities and Self-Evaluation - Each faculty member in each division will have the opportunity to submit data relating to work accomplished in the areas considered important for contract renewal, promotion, and tenure, as reflected in the *Faculty Policy Manual*. The Record of Activities form (ROA) will be used for this purpose. This form will be submitted to the Chairs prior to their annual written evaluation. The information contained on the completed form will be considered by the Chairs in their evaluations and used as they judge necessary. In addition, a copy of the completed form must be appended to the

Chair's evaluative summary and included in the faculty member's permanent file.

- iii Classroom Visits by Chair - Chairs or their designees will request permission to visit at least one class taught by each faculty member in each division each year. The specific class or classes to be visited will be determined in advance by means of consultation between the division head and the individual faculty member. The division head or the faculty member will have the option of requesting another faculty member to visit additional classes to make evaluations. The results of the class visits will be shared with the faculty members in individual conferences and included in the annual evaluation. Faculty members have the right to refuse permission to others to enter their classes. Such refusals must be stated in writing and submitted to the division chair.
- iv Publications - If faculty wish publications to be considered in annual evaluations, they must submit copies to their Chairs as soon as they are available. Chairs will, in turn, submit them to the campus Chancellor. A central publication file will be maintained in the Offices of the campus Chancellors.

c. Annual Evaluation by the Division Chair

- i The division Chair shall make a formal written evaluative summary of each faculty member's performance and potential not later than November 20 of each year. The evaluations will employ the tools described above and be based on standards described in Sections 6, 7, 8 and 11. The written evaluative summary shall be discussed with the faculty member concerned, and the faculty member will have the opportunity to reply in writing. The Chair's evaluative summary, together with the faculty member's reply and all supporting documentation, will be forwarded to the Contract Committee.
- ii If a faculty member completes a sabbatical leave during the evaluation period, the Chair will evaluate the outcomes of the sabbatical in addition to work done outside the sabbatical period.
 - (a) Upon returning from sabbatical leave, the faculty member will submit to the division Chair, with copies to the appropriate Chancellor and the Provost, a complete documentation of sabbatical activities.
 - (b) The Chair will evaluate the sabbatical activities by comparing the faculty member's sabbatical proposal with the faculty member's report.

d. Annual Evaluation by the Contract Committee

- i The initial evaluation will be conducted by the Faculty Evaluation Team (FET), a subcommittee of the Contract Committee and consisting of the two division

chairs of the faculty member under review, the two Chancellors and the Provost, supported by the Director of Academic Administration. The findings of the FET will be forwarded to the Contract Committee for ratification or change.

The Contract Committee consists of all the division Chairs, the Chancellors, and the Provost. The Contract Committee meets annually to ratify or change faculty performance ratings, to make recommendations to the President for actions to be taken on the contract renewal of faculty members, and to make recommendations to the President for the promotion of faculty.

- ii Based on the written evaluative summary of the Chair and the supporting documentation, the FET will evaluate the performance of each faculty member and assign a rating in one of the following four categories:
 - (a) Excellent performance
 - (b) Very Good performance
 - (c) Satisfactory performance
 - (d) Substandard performance
- iii In cases where a decision must be made on the renewal of a contract, the Contract Committee will recommend to the President whether or not the contract is to be renewed and the length of the contract period. The following guidelines have been established for recommending to the President one, two, or three-year contracts for pre-tenured faculty.
 - (a) Initial contracts - 1 semester, 1 year, or 1 1/2 years as circumstances dictate
 - (b) Second contracts - 1 year
 - (c) Third contracts
 - Faculty rated as Excellent or Very Good - 2 year contracts
 - Faculty rated as Satisfactory or Substandard - 1 year contracts
 - (d) Fourth and future contracts:
 - Faculty rated as Excellent - 3 year contracts
 - Faculty rated as Very Good or Satisfactory - 2 year contracts
 - Faculty rated as Substandard - 1 year contracts

iv Promotion Considerations

The Contract Committee will evaluate applications for promotion to the next rank. Promotion considerations should be initiated by an individual faculty member who regards herself/himself as eligible for promotion to the next rank. A letter of application should be addressed to the Provost and forwarded through the division Chair and the appropriate Chancellor. Letters should be

accompanied by appropriate documentation. In addition to the general standards described in Section 10, the following specific standards apply to promotions:

Assistant Professor

An earned doctorate (or international equivalent) from an accredited institution or successful completion of all course work required to earn the highest degree in the field of specialization in which the individual is appointed to teach. This requirement may be waived if the person has made substantial achievement in research or has received recognition through relevant creative or professional productivity.

Consideration for promotion may be given to equivalent preparation based on professional accomplishment such as a combination of professional experience and the achievement of professional designations or licenses satisfactory to the President of the University.

The Provost shall periodically publish a list of equivalencies based on recommendations made to him/her by the appropriate academic division.

Associate Professor

Fulfillment of the requirements for the rank of Assistant Professor. A minimum of five years teaching experience at the tertiary level, at least two of which must be completed at UVI, and are of high quality.

Demonstrated scholarly activity as evidenced by research, publication and university services.

Demonstrated competence in all categories of faculty evaluation for at least two years preceding the promotion. Two of these, Teaching Performance and Effectiveness as well as Professional Competence and Achievement, should be evaluated as excellent.

Professor

Fulfillment of the requirements for the rank of Associate Professor.

Demonstrated leadership qualities in the University and distinguished scholarship in the discipline in which the faculty member is appointed. (See also Section 7c)

e. Presidential Review

Final action on promotions, salary increases, and renewal of probationary appointments will be taken by the President with due consideration to the recommendations received.

f. Separation of Performance Ratings From Merit Increases

To ensure that consideration be given to the performance of faculty, the following guidelines have been established:

- i Where possible, the University should seek to make awards of no less than three steps on the university salary schedule but no less than 4.5% to eligible faculty who are rated as excellent in each year, and corresponding awards of 2 steps but no less than 3% for faculty rated very good and 1 step but no less than 1.5% to those rated as satisfactory.
- ii Promotions in rank from Instructor to Assistant Professor, Assistant Professor to Associate Professor, and Associate Professor to Full Professor will receive at least 4 steps but no less than a 6% increase in salary that is independent and separate from annual step and merit awards.
- iii In the event that the University is unable to award merit increases to the faculty in a given year, the rating of the faculty as they are evaluated by the Faculty Contract Committee be recorded in each faculty member's file.
- iv The above ratings coupled with that of any subsequent years' ratings will be the basis on which subsequent merit increases are awarded. (See Appendix III for the current Board of Trustees Resolution on awarding merit increases.)

11 QUALITIES DESIRED IN THE FACULTY

- a. The value of a faculty member to the University results from the possession of a number of different qualities. In enumerating certain of these, it is not intended to formulate a rigid set of standards, nor to require that all faculty attain a stated minimum in each of the items. The value of each person is rather to be judged in totality against the following indicators of attainment and growth.

- i Teaching Performance and Effectiveness

- Instructional competence and techniques, including use of different teaching modalities--e.g., team teaching, cross disciplinary teaching, distance learning, use of computer technology in instruction
- Skills relevant to particular disciplines
- High standards in evaluating student performance
- Concern and availability to students
- Advising and counseling of students

- ii Professional Competence and Achievement

- Faculty research, publications, relevant creative or professional productivity
- Student research projects and publications; preparation of students for advanced studies
- Classroom action research.

- Keeping current, especially in rapidly developing and changing fields
- Presentation of papers and lectures
- Participation/leadership in curriculum evaluation, design and revision independently and/or in consultation with others; developing innovations in curriculum
- External/grant funding activities
- Evidence of continued study and growth
- Consulting services - related to discipline
- Activities in professional societies
- Participation in seminars and conferences beyond attendance

iii Contributions to the Division and the University

- Overall contributions to the division
- Committee membership and participatory service, including leadership roles
- Student recruitment
- Participation in the development and implementation of the University's initiatives, strategic thrusts, and programs
- Involvement in activities of other University components
- Extra-curricular concern for students
- Participation in grants that develop the institution

iv Community Service

- Involvement with and leadership in civic, religious and other community organizations, events, and projects especially those that utilize the faculty member's professional expertise or leadership
- Involvement in the development of the community

v Potential for Continued Productivity

- Evidence of professional development plans that incorporate new ideas, trends, and skills that further the mission and strategic thrust of the University and that maintain a consistent level of excellent output.

- b. The faculty member's accomplishment in each area should be evaluated when decisions are made with respect to appointment, reappointment, salary, promotion and acquisition of tenure. It should be noted, however, that the awarding of tenure is not automatic. Tenure is not necessarily a consequence of the renewals of appointments, salary increases or promotion. In considering tenure, the University is obliged to weigh the criteria in terms of the future as well as the past.

12 **LEAVES OF ABSENCE**

a. Leave Without Pay

- i The President may authorize leaves of absence without pay for members of the faculty when such a leave would further the growth of the University by providing an opportunity for a member of the faculty to strengthen his/her professional competence or if such a leave were otherwise justified by individual

circumstances. Normally, leaves of absence shall not exceed two years. Leaves of absence must be approved annually.

- ii Faculty members desiring such leaves should apply through their division Chair, their campus Chancellor, and the Provost.
- iii During leaves of absence without pay, University contributions to retirement, medical insurance and other fringe benefits are suspended. However, if a faculty member on leave without pay wishes to continue to participate in insurance and retirement plans, he/she shall have the option of doing so, provided he/she pays the full costs.
- iv Periods of time spent on leave without pay will not be counted towards qualifications for promotion, tenure, or sabbatical leave unless otherwise agreed to.

b. Leaves of Absence for Political Activity

Leaves of absence without pay shall be given to candidates for political office for the duration of an election campaign or a term of office as provided in the *V. I. Code*, Title 18, Section 2, Chapter 1, as amended from time to time, on timely application, and for a reasonable amount of time. The terms of such leave of absence shall be set forth in writing, as in Section a. ii above. The leave will not unfavorably affect the tenure status of a faculty member. (See Appendix IV for a copy of the *V.I. Code*)

c. Military Leave

The University will comply with relevant federal laws governing leaves of absence for military service.

d. Family Leave

The University will comply with relevant federal laws governing family leave.

13 SABBATICAL LEAVE

- a. Sabbatical leave is a privilege to be applied for in each case and is in no instance to be considered an earned right. Such leaves may be granted for the purpose of advancement of knowledge or professional improvement of mutual benefit to the University and the individual. The applicant should file a specific written application accompanied by a statement as to how the leave is to be used. The application should state clearly how the leave articulates, and promotes, the achievement of current strategic goals of the University. If a sabbatical leave is granted, the terms of the leave shall be stated in writing by the University.

This application shall be submitted to the Division Chair who will review it in consultation with the campus Chancellor. The Chair and the Chancellor shall make a written recommendation to the Provost concerning the merits of the proposal. The Provost, in turn, will review the application and the recommendations of the division Chair and the Chancellor and make his/her recommendation to the President.

- b. The sabbatical privilege is open to all full-time teaching faculty who have been in full-time service to the University for at least seven years. However, sabbatical leaves cannot be considered for those also being considered for tenure. After a period of seven years of full-time service subsequent to the return, the faculty will be eligible for another sabbatical.
- c. Sabbatical leave may be for one semester with full pay or two semesters with half pay.
- d. All applications for sabbatical will be made at least one year prior to the date when the leave is to begin. The successful grantee will receive notification that the leave is granted at least three months before the end of the semester previous to the one in which the leave is to begin. The application shall contain:
 - i A description of the activities to be pursued and the objectives to be achieved while on sabbatical, including adequate supporting information and specific details, such as a proposed plan of study or research and/or letters of acceptance or appointment.
 - ii A statement of the relationship between the planned activities and the advancement of knowledge or professional improvement of the individual.
 - iii A statement of the relationship between the planned activities and the current strategic goals of the University which they will promote.
 - iv Where appropriate, documents such as letters of acceptance or appointment, proposed courses of study, etc., should be appended to the request.
- e. Upon return from sabbatical, the faculty member will submit a written report to the division Chair, the campus Chancellor, the Provost, and the President indicating the extent to which the proposed goals of leave were accomplished.
- f. Sabbatical leaves, except for a retiring member of the faculty who receives a waiver as described in Section 13 h, are granted with the expectation that the recipient will resume his/her previous duties at the end of the leave and continue to serve the University for a period of at least as long as that of the sabbatical leave. He/she will return at least at the same rank and salary which he/she had when the leave began. The granting of leave does not change the tenure status of the recipient.

- g. A person on sabbatical leave who decides not to return, but to resign, is expected to give notice by April 1 of the year on leave (or November 1 if a Fall leave), and is required to return the compensation received from the University during his/her sabbatical leave.
- h. A retiring faculty member who meets the eligibility for a sabbatical in Section 13.b may apply for a waiver of the requirement to return to duty at the end of the sabbatical. All other terms of the sabbatical leave policy will apply.
- i. Faculty members on sabbatical leave will retain all the rights of teaching faculty members e.g., faculty fringe benefits appropriate to the duration of the sabbatical, merit step increases if applicable, retention of tenure status.

14 SICK LEAVE

- a. In the event of a disability due to illness or accident, which prevents a faculty member from fulfilling his/her duties as a full-time faculty member, he/she shall be eligible for sick leave with pay up to the amount of accumulated sick leave acquired or the establishment of eligibility for disability insurance. Sick leave will accrue at the rate of 1.2 days per month, to a maximum of 12 working days per ten-month academic contract year. (Please refer to the Employee Manual of record) All absences due to illness or accident will be deducted from the accumulated total of sick leave days. Summer school teaching or other summer employment will not result in sick leave accumulation.
- b. For the purposes of this policy, "working days" means days during the regular fall and spring semester when, according to the University Catalog, University offices are open, exclusive of those days when classes are recessed for University authorized holidays.
- c. When a faculty member is away from work for three or more consecutive days due to illness, a physician's certificate is required to document that illness. The certificate must include the specific date that the faculty member may return to work. Physician's certificates may also be required in other instances, such as suspected abuse of sick leave. The campus Chancellor reserves the right to require a faculty member to get a second medical opinion at the University's expense. Faculty who fail to present a physician's certificate upon request will have his/her absences charged to Leave Without Pay.
- d. Misuse and abuse of sick leave is an infraction of the University's regulations and is subject to disciplinary action, including suspension and termination. Under no circumstances may a faculty member use sick leave for vacation or personal leave purposes.
- e. Any consecutive period of sick leave which spans more than two work weeks will be considered extended sick leave. Faculty with illnesses or injuries which cause them

to be absent for more than two weeks must provide to their division Chair a physician's certificate with the following information:

- The general nature of their illness or injury
- The prognosis of their recovery
- The estimated date upon which they may return to work

Any changes in the faculty member's condition which may impact upon his/her expected date of return should be documented and presented immediately.

Copies of all documents concerning requests for extended leave, including physician's statements, must be forwarded to the campus Chancellor by the division Chair immediately.

Faculty members on extended sick leave are required to keep the University informed through the division Chair of their address and of their medical condition.

- f. If at the expiration of the sick leave period with pay the faculty member is still unable to resume his/her duties, he/she may apply for leave of absence without pay, either until the end of the following academic year, or until expiration of his/her contract, whichever comes earlier. Such a request must be supported by medical evidence furnished by a physician and submitted to the campus Chancellor through the division Chair.
- g. A faculty member who is restored to his/her position will resume his/her duties as soon as practicable, given personnel and curriculum needs. In no event shall a recovered faculty member be kept on leave without pay for more than one semester.
- h. Termination of appointments for medical reasons will be based upon clear and convincing medical evidence. If the faculty member so requests, his/her case may be reviewed by the Faculty Review Advisory Council, constituted as a hearing committee, before a final decision is made by the President.
- i. To help alleviate the financial burdens associated with long-term illness, the University will furnish a group total disability insurance policy to each member of the faculty who has been employed for at least one academic year. The University will pay the entire cost of this policy.
- j. While on sick leave, a faculty member, upon his/her request to the appropriate administrator or faculty representative, will be forwarded the same written materials (memoranda, announcements, minutes, etc.) that are distributed routinely to active on-campus faculty members.

15 BRIEF ABSENCES

- a Brief absences from normal duties may occasionally be necessary for personal or professional reasons.
- b Notification of such absences lasting less than three working days is to be made to the division Chair, who will notify the campus Chancellor.
- c If the absence involves three or more working days, permission must be obtained from the division Chair and the campus Chancellor.
- d In all cases, the appropriate parties must be notified in advance and permission for the absence obtained. Where feasible, requests should be made in writing and adequate provisions should be made to compensate for the absence either through obtaining a substitute teacher or assigning additional work.
- e Failure to comply with this provision is subject to disciplinary action, including forfeiture of pay, suspension, and/or termination.

16 DEATH OF A FACULTY MEMBER

- a In the event of the death of a faculty member, his/her contract is considered to be terminated. However, the University will pay a death benefit amounting to three-fifths of the faculty member's annual salary to his/her estate.
- b This payment will complete the financial obligations of the University.
- c The *Human Resources Handbook* should be referred to for other information and procedures pertaining to the death of a faculty member.

17 RETIREMENT

- a There is no mandatory retirement age. Faculty will be allowed to work as long as they meet normal performance expectations and will be allowed to retire at a time of their choosing in accordance with the policies of the retirement program in which they elect to participate, either TIAA/CREF or GERS.
- b Retirement benefits are administered in accordance with policies established in the *UVI Human Resources Management System Policies Manual*. Faculty members should refer to this manual or call Human Resources for information about continuance of insurance benefits after retirement.
- c Retired full-time faculty who have produced significant contributions to the University of the Virgin Islands through teaching, research, or service may be considered for the granting of emeritus status. (See Appendix V for the Board of Trustees policy on the conferring of emeritus status)

18 WAIVER OF TUITION FEES FOR FACULTY MEMBERS AND IMMEDIATE FAMILIES

It is a policy of the University that tuition fees be waived for courses taken by members of the teaching faculty, their spouse and their dependent children. Faculty members should refer to the *UVI Human Resources Management System Policies Manual* or call Human Resources for specific details pertaining to this policy.

19 TERMINATION OF EMPLOYMENT BY FACULTY MEMBERS

A faculty member may terminate his or her employment at the end of an academic year, provided that he or she gives notice in writing at the earliest possible opportunity, but not later than April 1 of that academic year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he or she would otherwise be denied substantial professional advancement or other opportunity.

20 TERMINATION OF EMPLOYMENT BY THE UNIVERSITY

a. General Policy

- i Termination of employment of faculty with tenure, or of a pre-tenured or visiting faculty before the end of the specified term may be effected by the Institution only for adequate cause.
- ii If termination takes the form of a dismissal, it will be pursuant to the procedure specified in Subsection b below.
- iii Where termination of employment is based upon financial exigency, or bona fide discontinuance of a program or department of instruction, Subsection b below will not apply, but faculty members shall be able to have the issues reviewed by the faculty, or by the Faculty Grievance Committee (described in Section 21), with ultimate review of all controverted issues by the Board of Trustees. In every case of financial exigency or discontinuance of a program or department of instruction, the faculty member concerned will be given notice as soon as possible, and never less than 12 months' notice, or in lieu thereof he/she will be given severance salary for 12 months.
- iv Before termination of employment because of the abandonment of a program or department of instruction, the institution will make every effort to place affected faculty members in other suitable positions.
- v If employment is terminated before the end of the contract period because of financial exigency or because of the discontinuance of a program of instruction, the released faculty member's place will not be filled by a permanent replacement within a period of two years, unless the released faculty member has

been offered reassignment with a two-week period within which to accept or decline it. If the faculty member is reassigned to another position, he/she will be offered reappointment should the original position become available.

- vi If employment is terminated before the end of the contract period for medical reasons, it will be based upon clear and convincing medical evidence provided by a physician selected by the University at the University's expense. If the faculty member so requests, his/her case may be reviewed by the Faculty Review Advisory Council (FRAC), constituted as a hearing committee, before a final decision is made by the President.

b. Dismissal Procedures

- i Adequate cause for a dismissal will be related, directly and substantially, to the fitness of the faculty member in his/her professional capacity as a teacher or researcher. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.
- ii Dismissal of a faculty member with tenure, or with a special or probationary appointment before the end of the specified term, will be preceded by:
 - (a) a statement of charges, framed with reasonable particularity by the Provost or his/her delegate.
 - (b) discussions between the faculty member and the appropriate Chancellor or the Provost looking toward a mutual settlement.
- iii If mutual settlement is not obtained or achieved, dismissal proceedings will continue and the individual concerned will have the right to be heard initially by FRAC, constituted as a hearing committee. Members will remove themselves from the case, either at the request of a party or on their own initiative, if they deem themselves disqualified for bias or interest. Each party will have a maximum of two challenges without stated cause. Any member who also serves on the Faculty Grievance Committee (Section 21a) will be excused. If necessary, the top three alternates to FRAC will serve as replacements.
 - (a) Service of notice of hearing with specific charges in writing will be made at least 20 days prior to the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges against him/her or asserts that the charges do not support a finding of adequate cause, the hearing committee will evaluate all available evidence and rest its recommendation upon the evidence in the record.

- (b) During the proceedings, the faculty member will be permitted to have an academic advisor and counsel of his/her own choice attend the hearing in an advisory capacity.
- (c) A verbatim record of the hearing or hearings will be taken and a printed copy will be made available to the faculty member without cost to him/her at his/her request.
- (d) The burden of proof that adequate cause exists rests with the institution, and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
- (e) The hearing committee will grant adjournment, for a reasonable and specified time to be determined by the Committee, to enable either party to investigate evidence as to which a valid claim of surprise is made.
- (f) The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence within a reasonable and specified time to be determined by the hearing committee. The administration of the institution will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control.
- (g) The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where the witness cannot or will not appear, but the committee determines that the interests of justice require admission of the witness' testimony, the committee will permit such testimony to be given telephonically.
- (h) The hearing committee will not be bound by strict rules of legal evidence, and it may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.
- (i) The findings of fact and the decision will be based solely on the hearing record.
- (j) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, no public statements should be made by either party until the completion of the hearing, and publicity about the case by either the faculty member or administrative officers will be avoided so far as possible until the proceedings have been completed, including consideration by the Board of Trustees. The President and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing.

- (k) The hearing committee will determine whether or not adequate cause for dismissal has been established by the evidence in the record and so report to the President. The President must accept or reject the findings of the report, stating his/her reasons for doing so in writing before taking action.

- c. Action by the Board of Trustees

Once the President initiates the dismissal or suspension order, the faculty member has a right to appeal the President's decision to the Board which will be carried out in accordance with the policy of the Board.

- d. Suspensions

- i If the administration believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify imposition of a severe sanction, such as suspension from service for a stated period, the administration may institute a proceeding to impose such a severe sanction. The procedures outlined in Section 21 will govern such a proceeding.
- ii If the administration believes that the conduct of a faculty member justifies imposition of a minor sanction, such as a reprimand, it will notify the faculty member of the basis of the proposed sanction and provide the faculty member with an opportunity to persuade the administration that the proposed sanction should not be imposed. A faculty member who believes that a major sanction has been unjustly imposed, may petition the Faculty Grievance Committee (Section 21a) for such actions as may be appropriate.

- e Terminal Salary or Notice

If the appointment is terminated, the faculty member will receive his/her salary or notice in accordance with the schedule of notice to which he/she is entitled under Section 4c, or, if he/she has tenure, for at least one year. The provision for terminal notice or salary need not apply in the event that there has been a finding that the conduct which justified dismissal involved moral turpitude.

21. GRIEVANCE PROCEDURES

- a. The faculty shall annually elect a Faculty Grievance Committee comprised of the Faculty Chair and one tenured Faculty from each campus as described in the *Faculty By-Laws*. The responsibilities of the Committee shall be to:
 - i Hear grievances filed by faculty members and recommend resolutions to those grievances in accordance with established policy.
 - ii Hear complaints filed by faculty members and recommend resolutions to them in accordance with its judgment as to the validity and solvability of the problem.

b. Definitions

- i A grievance is a claim by a faculty member that the University, or someone acting on behalf of the University, has failed to comply with one or more of the provisions of the *Faculty Policy Manual* in its treatment of or dealings with the faculty member. In stating a grievance, the faculty member should describe the circumstances giving rise to it, should identify the provisions of the *Faculty Policy Manual* alleged to be violated, and should state the redress that is desired.
- ii A complaint is a claim by a faculty member that the University, or someone associated with it, is acting in such a manner as to unreasonably interfere with the faculty member's ability to perform effectively or to unnecessarily disrupt the faculty member's well being. Complaints concern issues not covered by the *Faculty Policy Manual*.

c. Exceptions

The Faculty Grievance Committee is not empowered to hear cases involving sexual harassment and has limited authority in cases involving dismissal for cause proceedings.

- d. Any faculty member of the University having a grievance or a complaint (to be referred to collectively as a problem) may initiate proceedings to have that grievance or complaint resolved. The procedure for doing so is as follows:
 - i A problem shall be presented to the grievant's division Chair in writing within 30 calendar days after the grievant knew, or by reasonable diligence, ought to have known of the facts giving rise to the problem. If the Chair is directly involved in the grievance, the problem will be presented to the campus Chancellor. Any problem which is not presented within the aforementioned 30 calendar days shall be considered waived. An exception to this provision is that for a complaint involving a continuing issue, the grievant may file the complaint at any time that he or she determines that the issue will not otherwise be resolved and that it has become intolerable.
 - ii The division Chair (or campus Chancellor, Subsection d i) shall have up to two (2) weeks to resolve the issue and by the end of that time shall report to the grievant in writing the efforts made to reach resolution. If the issue is not resolved the or if the grievant is not satisfied with the Chair's or Chancellor's recommendation, the grievant may then request a hearing before the Faculty Grievance Committee. Such a hearing shall be requested within two (2) weeks of receipt of the Chair's or Chancellor's report regarding efforts to resolve the problem. The request shall be in writing. It should explain the basic nature of the grievance and indicate the *Faculty Policy Manual* provision alleged to be violated if appropriate, and a copy of the Chair's or Chancellor's response and

any other documentation relating to the grievance should be attached. Copies will be forwarded to the Provost and the President.

- iii A request for a hearing may be withdrawn by the grievant at any time before the commencement of a hearing by the Faculty Grievance Committee. However, where withdrawal is requested, it will only be accepted where the grievant accompanies the request with a statement as to the resolution to the problem or a retraction of the charges associated with it. If the request for withdrawal is approved, the President or the Provost may still investigate the charges associated with the problem at their discretion.
 - iv Upon receipt of the request for a hearing, the Faculty Grievance Committee shall meet to determine whether to treat the problem as a grievance or a complaint and to schedule a hearing in a timely manner. The Committee shall notify the grievant of the time and nature of the hearing within two (2) weeks of receipt of the request for a hearing.
 - v Should a hearing be held, it will be conducted in a manner that is fair to all parties involved with both the grievant and the charged party being allowed to present their side of the issue and to call such witness or offer such documentation as to support their side of the issue.
- e. At the conclusion of the hearing, the Faculty Grievance Committee shall make a report to the administrator having authority over the issue causing the problem, stating the Committee's recommendation regarding the resolution to the problem. This report shall be made within one (1) week of the completion of the hearing. If the problem is a grievance, the Committee may recommend that the grievance be honored, granting the faculty member the desired redress; the Committee may recommend that the grievance be denied; or the Committee may recommend a compromise solution to the issue. In either case, the Committee should indicate how its recommendation relates to the *Faculty Policy Manual* provision alleged to have been violated and whether it feels that such violation actually occurred. If the problem is a complaint, the Committee shall indicate its evaluation of the issue giving rise to the complaint and shall recommend a resolution to that issue in a manner that is reasonable and fair to the parties involved, given the nature of the complaint and the range of alternatives available to resolve it. Copies of the report shall be provided to the grievant, the Provost, and the President.
- f. Upon receipt of the Faculty Grievance Committee's recommendation, the administrator having authority to implement it or oversee its implementation shall respond in writing within one (1) week to the Committee indicating his or her response to the Committee's recommendation. This response shall include a statement either accepting or rejecting the recommendation. If the recommendation is accepted, the response will also include a statement of the efforts being made to put it into effect. If the recommendation is rejected, the response will also include a

statement of the reason(s) for the rejection. Copies of the response shall be provided to the grievant, the Provost, and the President.

22 NEPOTISM

No faculty appointment may be made when the appointee will be supervised by another member of his/her immediate family, or where another member of his/her immediate family will be responsible for making recommendations concerning his/her salary or promotion, except with the consent of the President, and then only on a year-to-year basis without the privilege of academic tenure.

23 ACADEMIC FREEDOM

Members of the teaching faculty enjoy the rights and duties of academic freedom as described in the *1940 Statement of Principles on Academic Freedom and Tenure With 1970 Interpretive Comments of the American Association of University Professors* and in the 1982 AAUP publication (with a footnote added in 1990), *Recommended Institutional Regulations on Academic Freedom and Tenure* (See Appendices VII and VIII.)

The University of the Virgin Islands will be guided by Appendices VII and VIII; however, in instances where there are University policies that specifically address academic freedom and tenure, such University policies shall supercede those presented in Appendices VII and VIII.

24 REVISIONS TO THE FACULTY POLICY MANUAL

This Faculty Policy Manual will be amended by changes in applicable policies approved by the Board of Trustees. Any other proposed revision to this document shall be clearly labeled by its proposer as a policy change, a change in procedure, or a change in information. As a matter of form, each proposed revision should be in the form of an amendment to the document and clearly identify text or sections that it replaces or modifies and/or specify an exact placement in this document.

a Changes in Policy

Changes in policy shall be approved by the Faculty and by the President and subsequently by the Board of Trustees before inclusion in this document.

b Changes in Procedure

Changes in administrative procedures (those that do not involve the Board of Trustees) that affect the academy shall be developed in collaboration with the faculty and approved by the President.

c Informational Changes

Changes that are purely informational (e.g., Current Salary Schedule) may be made at any time and shall be promptly disseminated to the Faculty.