

**ROGER WILLIAMS UNIVERSITY
FACULTY ASSOCIATION NEARI/NEA**

2022-2026

CONTRACT

**with the BOARD OF TRUSTEES of ROGER
WILLIAMS UNIVERSITY**

In BRISTOL, RHODE ISLAND

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1 **PREAMBLE**

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

7 Unless the context otherwise requires, when reference is made to MBUs in this Agreement, the
8 singular number shall include the plural, and masculine or feminine gender shall include persons
9 of all gender identities.

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11 **ARTICLE I**
12 **RECOGNITION**

13 RWU recognizes the RWUFA as the exclusive bargaining agent concerning negotiable terms and
14 conditions of employment, as defined by law, for a bargaining unit 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 B. Department Chairs

20 C. Lecturers

21 D. Adjunct faculty employed to teach at least six (6) contact hours (exclusive of University
22 College offerings) per academic semester.

23 E. All full-time librarians with degrees in Library Science.

24 F. All Visiting Professors.

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

ARTICLE II
GENERAL CONDITIONS

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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) hiring of academic colleagues and 3) 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.

D. NO STRIKE/NO LOCKOUT

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

66 E. DURATION

67 This Agreement shall become effective upon ratification by both parties, and it shall
68 remain in full force and effect through June 30, 2026.

69 F. NEGOTIATIONS CLAUSE

70 1. RWU and the RWUFA agree that all negotiable items have been considered
71 during the discussions leading to this Agreement and, therefore, agree that
72 negotiations will not be reopened on any item concerning salary, wages, or
73 working conditions except as expressly set forth in this Agreement during the life
74 of this Agreement unless by mutual agreement.

75 2. Any policy, rule or regulation of the University which is in conflict with this
76 Agreement shall be superseded and replaced by the applicable provision(s)
77 contained herein.

78 3. RWU and RWUFA agree to commence formal negotiations for a successor
79 agreement on or before February 15th of the final year of this Agreement.
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82 **ARTICLE III**
83 **RIGHTS AND RESPONSIBILITIES**

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

88 It is further recognized that the University's faculty represent a cadre of professionals that
89 embodies the training, experience, and expertise required to effectively deliver the institution's
90 educational program. Therefore, RWU will normally consult with and seek the counsel of
91 appropriate MBUs, acting as individuals or as members of a committee, at the request and
92 direction of the University, in connection with matters where the MBU's expertise is
93 traditionally deemed to be of value.

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95 **ARTICLE IV**
96 **RIGHTS OF THE RWUFA**

97 A. The RWUFA shall have the right to use University facilities for conducting meetings,
98 provided the RWUFA gives RWU reasonable advance notice of its request and provided
99 the facility requested is not scheduled otherwise for use. The RWUFA shall have the
100 right to conduct official business on any Roger Williams University campus at any

101 reasonable time provided that this business does not interrupt normal University
102 operations.

103 If negotiation sessions and/or arbitration proceedings are scheduled during the University
104 day, not more than three (3) MBUs shall be released from assignments to attend such
105 sessions. If negotiation sessions are scheduled during the University day, MBUs
106 attending such sessions shall make up such assignments.

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

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

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

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

117 D. Upon request of the President of the RWUFA, the President of the University or their
118 designee, the Provost, or the Chief Human Resources Officer shall meet at reasonably
119 and mutually acceptable times with the President of the RWUFA or their designee to
120 discuss matters of mutual concern.

121 E. The University agrees to provide the RWUFA with all information necessary to
122 effectively bargain and/or maintain the collective bargaining agreement as provided
123 under the National Labor Relations Act and any other federal statute. Disputes under this
124 section shall be submitted to arbitration under the rules of the American Arbitration
125 Association.

126 F. The RWUFA shall be allowed to rent available office space on campus for a nominal fee,
127 which shall be assigned to the RWUFA.

128 G. By October 1st of each year, the administration will provide the RWUFA with an
129 annually updated seniority list that includes each tenured and tenure-track MBU's rank,
130 salary, date of last sabbatical, and date of initial appointment

131 H. There will be a different seniority list for Lecturer which shall be provided to the
132 RWUFA by October 1st of each year, including date of initial hire and salary.

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134 I. Seniority rights shall not apply from one category of employee to the other.

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ARTICLE V
RIGHTS of INDIVIDUALS

A. ACADEMIC FREEDOM

Consistent with the standards set forth in Appendices A “Faculty Professional Ethics” and B “Academic Freedom” of this Agreement, every MBU shall have the right to select and utilize materials he/she adjudges appropriate for his/her teaching, counseling, and other academic responsibilities. They shall have freedom in the classroom and external distance courses in discussing their subject, but shall be careful not to introduce into their teaching controversial matter that has no relation to the subject, and shall remain subject to applicable government regulations. *The 1940 Statement of Principles on Academic Freedom and Tenure (AAUP & AAC).*

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

B. PERSONAL FREEDOM

Consistent with the standards set forth in Appendices A and B of this Agreement, while in the public sector, every MBU shall be free to exercise all the rights of citizenship, including political and religious activities. The exercise of such rights shall in no way adversely affect the faculty member’s employment or constitute grounds for discipline or discrimination.

In extra-mural utterances and activities, every MBU shall indicate that they are not an institutional spokesperson.

C. PERSONNEL FILES

1. There shall be two (2) official personnel files for each MBU. One file shall be designated as the MBU's "records file," and shall be kept, maintained, and secured in the Human Resources Department. The second file shall be designated as the MBU's "professional file," and shall be kept and maintained by the Provost. Consistent with this Article, the administration of these files shall be within the discretion of the University.

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

The "professional file" shall contain documents related to: the MBU's original application and appointment; performance evaluations and materials submitted therewith; records of educational and professional achievement, honors, or other

171 recognition; and other documents related to performance as a faculty member
172 such as documents pertaining to hiring, retention, evaluation or promotion.

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

176 2. The MBU may comment on material in their file (except that which relates to
177 original appointment referred to above) and attach such comment thereto.

178 3. Any clearly adverse material placed in an MBU's professional file by or on behalf
179 of RWU, dealing with teaching effectiveness, evaluations, and/or termination
180 must be brought to the MBU's attention before being placed in the file; however,
181 nothing contained in this section shall restrict the placing of the MBU's personnel
182 evaluations, including peer and student evaluation as appropriate, and relevant
183 documents authored by the MBU in their file. No anonymous material will be
184 placed in an MBU's file. Author-identified, clearly adverse material shall be
185 communicated to the MBU before being placed in their personnel file. Materials
186 shown to be false or unsubstantiated by an MBU to RWU's satisfaction shall be
187 removed from the MBU's "professional file."

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

190 D. REPRESENTATION

191 An MBU shall have the right to have an RWUFA representative (of their own choosing)
192 present while examining their personnel files.

193 E. MEMBERSHIP

194 No MBU shall be required to join the Roger Williams University Faculty Association
195 (RWUFA) as a condition of employment. No MBU shall be discriminated against by
196 either RWU or the RWUFA on account of membership or non-membership in the
197 RWUFA. RWU agrees that a statement explaining the rights and obligations of MBUs
198 under the terms of this section will be included in all offers of employment.

199 Additionally, both RWU and the RWUFA agree to provide an opportunity to newly-
200 hired MBUs for a full explanation of the rights and obligations under the terms of this
201 section, in a scheduled or special orientation forum where both RWU and RWUFA
202 designees are present.

203 The terms of employment of all MBUs are covered by this agreement negotiated by the
204 RWUFA and RWU. The parties recognize, additionally, that the RWUFA is legally
205 required to fairly and fully represent all individuals included in the bargaining unit,
206 whether they are RWUFA members or not. The negotiation and administration of this

207 agreement entails expenses for all MBUs covered by this agreement. Therefore, an MBU
208 who does not choose to join the RWUFA shall pay their “fair share,” also known as
209 agency fee of the cost of collective bargaining, as determined by NEARI, providing that
210 such charge shall be calculated to include only such costs and not other
211 expenses/activities of the RWUFA or its affiliates, and provided that membership in the
212 RWUFA has not been denied to the MBU for reasons other than non-payment of dues
213 uniformly required as a condition of membership. Payment of this “Fair Share Charge”
214 by such MBU shall be a condition of employment and shall be formally noticed by the
215 RWUFA, including the amount of the charge, to each MBU, with copy to the RWU,
216 through its Chief Human Resources Officer (CHRO).

217 The parties recognize that some individuals hired as MBUs may object to joining the
218 RWUFA or paying their fair share charges based on religious tenets or reasons of
219 conscience. The legitimate rights of non-association of such individuals shall be
220 established and protected in accordance with the procedures described hereinafter. All
221 such “Conscientious Objectors” shall, in lieu of RWUFA dues or fair share charges, pay
222 an amount equal to the fair share charge (Conscientious Objector Contribution) into
223 either the RWUFA scholarship fund or their choice of other alternative charitable
224 institution designated by the University. Payment of this alternative contribution by such
225 MBU shall be a condition of employment for Conscientious Objectors. The RWUFA
226 will make known to the University, on an annual basis, the winners and the amounts of
227 RWUFA scholarships.

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

- 233 1. For MBUs beginning service in September (January), the Fair Share Charge will
234 commence in the first, full payroll of October (March), and that Fair Share Charge
235 will be ratably apportioned over the next eighteen (nine) pay periods. Following
236 an MBU’s first year of employment, Fair Share Charges will commence with the
237 first pay period of July and will be ratably apportioned over the next twenty six
238 (26) pay periods. This deduction procedure shall continue until either RWUFA
239 Dues are voluntarily invoked by the MBU in accordance with provision 2. below,
240 or Conscientious Objector Contributions are elected in accordance with provision
241 3. below. Dues or Conscientious Objector Contributions will then be ratably
242 apportioned over the designated remaining pay periods for the affected MBU.
- 243 2. New RWUFA members’ dues will commence being deducted in the first full pay
244 period following the University Payroll Department’s receipt of a written, signed
245 authorization by an MBU to deduct RWUFA dues and the amount to be deducted

246 over the remaining pay periods for each RWUFA member as designated in
247 provision 1 above. Absent specific authorization to the contrary, the dues will be
248 deducted by ratably apportioning the amount of RWUFA dues over the remaining
249 pay periods as designated above.

250 All RWUFA dues deductions will continue, with ratable apportionment of the
251 amount due in successive years of employment, unless and until the University
252 Payroll Department receives written, duly-signed notification from either the
253 RWUFA Member or the RWUFA itself that it no longer authorizes RWUFA
254 Dues deduction, in which case Fair Share Charges will commence being deducted
255 and ratably apportioned and will continue until the MBU opts to join the
256 RWUFA.

257 3. In cases of choosing Conscientious Objector status, a formal objection must be
258 filed by the MBU within thirty (30) days from the date on which Fair Share
259 Charges commence, following qualifying employment at Roger Williams
260 University. The objection shall be addressed to the CHRO with a copy to the
261 President of the RWUFA. Objections may vary in form or content, but must
262 clearly and fully state the basis for the MBU's request for Conscientious Objector
263 status. The existence of such religious tenet(s) or reason(s) of conscience, shall
264 require the execution of a written statement under oath by an MBU specifying (1)
265 the religious tenet(s) and/or (2) the reasons of conscience, moral and/or ethical
266 principle(s) on which the objection is based.

267 4. All RWUFA Dues, Fair Share Charges, or Conscientious Objector Contributions
268 deducted in accordance with this provision will be deposited in the RWUFA
269 directed account on a monthly basis with a corresponding report of said activity
270 provided to the RWUFA's Treasurer. The report shall identify payers of all
271 RWUFA Dues, Fair Share Charges, and Conscientious Objector Contributions
272 along with the individual and composite amounts deducted.

273 RWU, through its CHRO, and the RWUFA, through its President and/or
274 Treasurer, will, in good faith, entertain questions and concerns from MBUs as to
275 policy and procedures concerning fair share charges, conscientious objector
276 charges, and RWUFA dues.

277 The RWUFA and RWU agree that any and all liability and costs incurred as a
278 result of RWU's good faith, intended compliance with this section shall be borne
279 exclusively by the RWUFA. This means that, except in the case of intentional
280 misconduct or wanton, reckless disregard for the liabilities and associated costs of
281 noncompliance, the RWUFA holds RWU harmless for any and all liabilities and
282 costs incurred as result of its administration of this Article of this agreement.
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284 F. INTELLECTUAL PROPERTY

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1. Intellectual Property Arrangements in General

287 An MBU, who writes, produces, or creates any work, creation, design, invention,
288 software, or other intellectual property, independent of specific funding and/or
289 resources of the University, shall have exclusive rights thereto, including patent,
290 literary or artistic copyright. Sabbatical leaves are not considered specific
291 funding. An MBU will have exclusive rights to any work produced during their
292 sabbatical leave. In the case of literary or artistic works, computer software,
293 inventions, designs, technical developments or other intellectual property made or
294 created by an MBU(s) with more than the *de minimis* use of the University's
295 funds, technical facilities, support or technical personnel, the MBU(s) shall hold
296 50% and the University 50% of any right, title, or interest arising therefrom,
297 unless other arrangements have been previously negotiated and reduced to a
298 written Agreement between RWU and the MBU(s). Rents, royalties, and other
299 net profits shall be shared equally between the MBU and RWU, unless otherwise
300 agreed to by the parties taking into consideration the relative contribution of each.

301 2. Course Materials

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

310 3. Patents and other Technical Copyrights

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

316 b. The faculty member and the University shall each hold fifty percent (50%) of
317 any right, title, and interest to any invention, improvement, design or
318 development made by a faculty member with the more than *de minimis* use of
319 the University's funds, facilities and/or support or technical personnel, unless
320 other arrangements have been previously negotiated by the parties and have
321 been reduced to a written Agreement between RWU and the faculty member.

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ARTICLE VI
MANAGEMENT RIGHTS

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

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ARTICLE VII
CONDITIONS OF SERVICE

333 A. TEACHING LOAD

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

337 1. Except as may be provided for below (VII.A. 2-4), a tenure-track, tenured, or
338 visiting faculty member with rank may be assigned no more than seven (7)
339 three-hour courses or twenty-one (21) contact hours, within an academic year
340 (fall and spring semesters). A lecturer may be assigned no more than eight (8)
341 three-hour courses or twenty-four (24) contact hours.

342 a. One (1) architecture studio course shall comprise nine (9) contact hours.

343 b. Supervision of student teachers: For a supervisor of student teachers, every
344 five (5) students supervised shall constitute the equivalent of a three (3)
345 contact hour course.

346 c. Each accumulation of ten (10) independent studies will be considered the
347 equal of a three (3) contact hour course.

348 d. Tenure-track MBUs who have no prior full-time teaching experience will
349 be assigned a 3:3 teaching load in their first year of employment at RWU.

350 e. One-on-one music lessons – eight (8) applied lesson students shall be
351 considered the equivalent of a three (3) contact hour course in terms of load
352 and compensation.

353 2. The workload for faculty engaged in teaching architecture studio courses in
354 the School of Architecture and hired before September 1, 2022, may be

355 assigned, within load, a maximum of twenty-one (21) contact hours of
356 instruction during one academic year. This may include one (1) studio course
357 (9 contact hours, 5 credits) and four (4) classroom courses (3 contact/credit
358 hours each), or two (2) studio courses and one (1) classroom course.

359
360 The workload for faculty engaged in teaching architecture studio courses in
361 the School of Architecture and hired after September 1, 2022, may be
362 assigned, within load, one (1) architecture studio course (nine (9) contact
363 hours) and one (1) traditional course (three (3) contact hours) for a total of
364 twelve (12) contact hours during a semester in which they teach an architecture
365 studio course; or three (3) traditional courses for a total of nine (9) contact
366 hours during a semester in which they do not teach an architecture studio
367 course. Tenure-track architecture faculty in their first year of employment will
368 have a workload reduction of three (3) contact hours.

369
370 Graduate instruction requires a higher level of scholarship and research than
371 undergraduate instruction. Faculty who teach one or more graduate courses per year,
372 regularly participate in graduate advising, and sustain a program of effective scholarship
373 as described in Article VIII, will be assigned a maximum teaching load of eighteen (18)
374 contact hours. (Beginning Fall 2024, this calculation shall not apply to faculty who
375 teach architecture studio courses during an academic year. Correspondingly, all full-time
376 architecture studio faculty who were hired before September 1, 2022 and who remain in
377 active employment as of September 1, 2024 shall be eligible for a one-time addition to
378 their base salary in the amount of \$2,000, effective September 1, 2024. Such addition
379 shall be applied prior to the September 1, 2024 general wage increase.) A faculty member
380 who has a teaching load of eighteen (18) contact hours as a result of teaching graduate
381 courses shall not be scheduled for an overload course during that year. Exceptions to the
382 prohibition on overload set forth herein may be granted with approval of the Provost
383 upon recommendation of the dean.

- 384
385 3. Course releases: The deans of schools or colleges shall possess the discretion
386 to award course releases to faculty members with the approval of the Provost or
387 their designee for the purposes of, but not limited to the following:
388
- 389 a. Meeting professional accreditation requirements in a school or program where
390 there are enhanced expectations of scholarship or service.
 - 391
 - 392 b. Support of grant-funded research, where course releases were requested and
393 approved contingent on grant award status.
 - 394
 - 395 c. The assignment of a specific administrative or organizational task to a faculty
396 member (not already the department chair) in support of developing a new

397 program or enhancing an existing program, or in support of interdisciplinary
398 or university-wide initiatives of benefit to the university.
399

400 Except in cases of extraordinary circumstances, and with the mutual consent of the dean
401 of the appropriate school or college and the full-time, qualified, teaching faculty
402 member or full-time, qualified, non-teaching faculty member, no full-time, qualified,
403 teaching faculty member or full-time, qualified, non-teaching faculty member shall
404 teach more than one (1) course or its equivalent above their scheduled load for
405 additional compensation per semester. In no circumstances shall an MBU teach more
406 than six (6) course sections or the equivalent per semester under the terms of the
407 Agreement. In the case of extraordinary circumstances where a faculty member's load is
408 increased by more than one course per semester, the RWUFA will be informed at the
409 time of the assignment.

410
411 The dean of an applicable school or college shall possess the discretion to assign
412 courses to faculty members with the approval of the Provost or their designee. In
413 carrying out this basic managerial prerogative/responsibility to assign courses and
414 course loads, the dean will consult with Department Chairs or Program Directors or
415 Coordinators as applicable and will consider seniority all other factors being equal.

416 The University will make a reasonable effort, when possible, not to schedule classes so
417 that a faculty member has more than seven (7) hours between the beginning and the end
418 of classes, excluding overloads.

419
420 With the exception of MBUs assigned to University College, University College
421 courses shall not be assigned as part of a full-time teaching faculty member's load
422 except by mutual agreement between the MBU and the deans of the applicable
423 schools.

424
425 RWU will list all teaching assignments of faculty by name in the published semester course
426 schedule. Once published, faculty shall be directly notified of any subsequent changes in
427 their teaching schedules within two business days of the change.

428
429 Under normal circumstances, a minimum of 55% of all instruction at the Bristol
430 campus shall be provided by tenured and tenure-track MBUs. However, in no event
431 shall the percentage be less than 50%. For the purposes of this calculation, tenured and
432 tenure-track faculty will be counted as teaching a minimum of normative load. The
433 University shall have twelve (12) months to correct any violations of this provision.

434
435 **B. MAXIMUM LOAD**

436
437 No full-time faculty member shall be expected to teach more than the equivalent of one
438 hundred and thirty (130) students per semester when teaching four courses or twelve

439 contact hours per semester and no more than ninety-seven (97) students when teaching
440 three courses or nine contact hours as part of their regular load.

441

442 C. COURSE SIZE

443

444 The maximum number of students in a course will be forty (40). Exceptions to the
445 maximum shall be agreed to by the instructor. The minimum number of students shall be
446 ten (10). Exceptions to the minimum shall be determined by the Dean of the appropriate
447 school or college.

448

449 D. PREPARATIONS

450

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

456

457 E. ADJUNCT FACULTY

458

459 No adjunct faculty member included in the bargaining unit shall teach more than the
460 equivalent of nine (9) contact hours per semester.

461 RWU will notify adjunct faculty of changes in their teaching schedule within two
462 business days.

463 F. FACULTY LIBRARIANS

464

465 For Librarian MBUs, thirty-five (35) hours per week shall constitute full-time
466 employment.

467 G. RESPONSIBILITIES OF MBUs

468

469 1. All MBUs

470

471 a. MBUs will be guided in their professional conduct by the statement of
472 Faculty Professional Ethics attached to this Agreement as Appendix A, which
473 was drawn from the A.A.U.P. Statement on Professional Ethics (originally
474 adopted in 1966, and revised in 1987 and 2009).

475

476 b. Faculty MBUs shall meet all scheduled assignments unless prior arrangements
477 have been communicated to the dean of the appropriate school or college.

478

479 c. Except in the case of illnesses or other emergency, MBUs teaching courses

480 shall not cancel classes or other contractual commitments without the
481 approval of the dean of the appropriate school or college. In any event, faculty
482 members will communicate in writing to the dean a plan for missed classes.
483 The approval of the dean shall not be unreasonably withheld.

- 484
- 485 d. Student Assistants: No student or students shall be allowed to teach any
486 course which is offered for academic credit. Student assistance in certain
487 courses, laboratories, or field activities under direct faculty supervision is
488 acceptable.
 - 489
 - 490 e. All faculty MBUs shall report accidents which occur in their classes, whether
491 on campus premises or offsite, to the University Department of Public Safety
492 immediately.
 - 493
 - 494 f. All teaching MBUs shall submit course grades by the date stipulated in the
495 Academic Calendar. See Appendix C.
 - 496
 - 497 g. MBUs will cooperate in RWU program assessment and review, including
498 those related to program accreditation. Course evaluations specific to program
499 assessment and review shall not be used by RWU for the purposes of
500 professional performance evaluation of MBUs.
 - 501
 - 502 h. RWU recognizes that consulting work or other compensated employment
503 (including other teaching obligations) during the academic year may be a
504 valuable professional experience for full-time faculty members. However,
505 consulting work shall not interfere with the faculty member's contractual duties
506 to the University. Faculty who engage in consulting work or other compensated
507 employment during the academic year shall disclose it to the University in the
508 manner prescribed by the Conflict of Interest Policy set forth at Appendix K of
509 this Agreement.
 - 510
 - 511 i. At the start of each academic year, upon request of their dean or the provost,
512 all MBUs shall submit an electronic copy of their current curriculum vitae.

513 2. Full-Time Faculty

514

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

- 519
- 520 a. Serve on a University committee at the discretion of RWU. In serving on
521 such bodies, MBUs play an important advisory and consultative role. Final

522 decisions on matters of managerial purview, including budgetary and
523 personnel matters, are the responsibility of the administration.

524
525 b. Serve as advisor to individual students. The faculty member shall have
526 periodic conferences with each of their advisees. When serious academic or
527 personal problems are identified or appear to be evident, faculty members
528 shall make referrals to the appropriate Dean, the Center for Student Academic
529 Success, and/or the Counseling Center. Normally, no faculty member shall be
530 assigned more than twenty-five (25) advisees. For purposes of this provision,
531 unexpected absences, availability of advisors, or a sudden increase in students
532 over one year shall not be considered normal. In some instances, such as
533 coverage for sabbatical or parental leaves, it may be necessary to temporarily
534 (one semester or less) assign additional advisees to a faculty member.
535 Advising assignments in excess of the twenty-five (25) standard shall be
536 considered in overall workload balancing at the department level. No faculty
537 member shall be temporarily assigned over thirty-five (35) advisees unless
538 granted a course reduction.

539
540 Full-time and adjunct faculty may be assigned a separate cohort of up to
541 twenty-five (25) advisees per semester and will be compensated at a rate of a
542 three (3) credit course equivalent. All students will be assigned an academic
543 advisor in their major areas by the student's sophomore year, unless it requires
544 the University to violate the advisee assignment limits. In the case of students
545 with more than one major, advisors of the second major will be recorded in
546 the student record. Advisees in the secondary major will count as 0.5 for
547 purposes of calculating overall advising load. For the purposes of
548 implementing changes to advising calculations in this section, the university
549 shall have until September 2023 to comply with these limits. Academic
550 advising is not the exclusive right of MBUs.

551
552 c. Attend Commencement.

553
554 d. Keep regularly-scheduled office hours each week during the semesters in
555 which they teach, and respond promptly to student inquiries. Office hours
556 should be included in course syllabi and made available to advisees. Except
557 in the case of fully-online courses, office hours should not be held
558 exclusively online. Between academic terms, faculty shall respond to
559 student inquiries within a reasonable time.

560
561 e. Assume other responsibilities which are normally and traditionally
562 considered educational responsibilities of University faculty.

563
564 f. Make themselves available where practicable, following reasonable

565 notice, for university, school/college or department/program meetings
566 from Monday through Friday during the academic year.

567 3. Adjunct Faculty MBUs

568
569 a. During the semester in which they teach, faculty shall keep regularly
570 scheduled office hours each week and promptly respond to student
571 inquiries. Office hours should be included in course syllabi and made
572 available to students. Except in the case of fully-online courses, office hours
573 should not be held exclusively online.

574
575 H. FACULTY/STUDENT RATIO

576
577 Except and only as such will result in financial emergency as defined in Article XI
578 “Retrenchment” the University will maintain a ratio of no more than 16 full-time
579 equivalent students to 1 full-time equivalent faculty member across the University as a
580 whole, but not including University College students. Each year, by June 30th, RWU
581 will provide the past year’s ratio to the RWUFA President. If the ratio of full-time
582 equivalent students to full-time equivalent faculty is greater than 16 to 1, RWU will be
583 given one academic year to remedy the ratio imbalance. Failing reaching the ratio in the
584 next annual report, RWU will hire accordingly until the agreed upon ratio is at least
585 reached within that year.

586
587 I. UNIVERSITY CALENDAR and CATALOG

588
589 1. University Calendar

590
591 The Academic Calendar is found on the University’s website. Appended to this
592 Agreement is a tentative calendar for the period of the contract, which includes
593 the following: start and end dates of fall and spring terms, holidays during fall and
594 spring terms and any other dates on which classes will not meet (e.g., SASH,
595 reading day), the final exam period, commencement, and grading due dates.
596 These dates are subject to change. The University will consult with the RWUFA
597 prior to establishing or changing the Academic Calendar and will include a
598 representative of the RWUFA on any committee which establishes or makes
599 substantive changes to the academic calendar. Changes requiring consultation
600 include but are not limited to the number of weeks of instruction, number of days
601 of instruction or other required work, the balance of student engagement hours per
602 course per semester, start and end dates of academic terms and final exam dates.
603 Any changes that have a material impact on working terms will be negotiated in
604 accordance with applicable labor law.

605
606 2. University Catalog

607
608 It is the intention of RWU to produce a catalog as often as necessary to
609 adequately represent the University's programs and policies. Course

610 descriptions should conform to those approved through the curriculum review
611 process.

612 J. OFFICE SPACE

613

614 1. Allocation of office space and equipment shall be made by the Provost and
615 implemented by the appropriate dean. In case of scarcity of office space, the
616 Provost shall allocate office space to full-time MBUs based upon length of
617 service at RWU provided that the office space requested is vacant.

618

619 2. Each full-time MBU shall be assigned office space which shall contain a desk with
620 drawer space, a desk chair, a file cabinet, book space, telephone, computer, and
621 access to the university network and a printer, waste basket, and a recycling bin.
622 When an MBU is working at a campus other than the one to which they are
623 primarily assigned, they will be provided with space in which to meet with
624 students or temporarily store educational materials.

625

626 3. Adjunct teaching faculty shall be provided shared office space to meet with their
627 students and, upon request, secured drawers or cabinets in which to store
628 educational materials. Adjunct faculty shall be provided a University email
629 account, access to a computer, printer, and the network, and access to the
630 University library.

631

632 4. Each school/college shall be assigned sufficient clerical support service
633 during the academic year.

634

635 K. PARKING SPACE

636

637 RWU shall provide sufficient parking space for each MBU. MBUs shall abide by RWU's
638 Parking Regulations. During the term of this Agreement, RWU will continue to provide
639 parking space without charge for each MBU on the Bristol Campus and when working at
640 the Providence campus.

641

642 L. RIGHTS OF FIRST PRIORITY AND CONSIDERATION

643

644 1. Opportunities for service releases will be defined and posted to the bargaining
645 unit. RWU shall notify the RWUFA President of all open administrative
646 positions within Academic Affairs at the assistant dean level or above before
647 posting such positions on the University's human resources portal.

648

649 2. At such time as an area coordinator or program director position becomes
650 available, except for reappointment of a then current area coordinator or
651 program director, the University shall consult with the RWUFA President to

652 share a position description and compensation prior to inviting applicants for
653 the position. The position shall be posted to members of the bargaining unit
654 for fourteen (14) calendar days during which time members of the bargaining
655 unit shall be invited to make application for the position. The position shall
656 not be filled until the fourteen (14) calendar days have expired.

657

658 3. Adjunct faculty shall not be excluded from consideration for any full-time
659 instructional position.

660

661 4. Concerning the issue of right of first priority, lecturers will be between tenure-
662 track faculty and visiting faculty.

663 5. Full-time MBUs may not bump adjunct faculty members to teach an overload
664 course. A full-time MBU's right to displace adjunct faculty assigned to teach a
665 course is limited to ensuring that an MBU has a full, standard course load. When
666 such displacement occurs, the applicable dean shall notify the adjunct faculty
667 member in writing within two business days of the displacement.

668

669 6. No dean or other full-time University Administrative Professional may teach
670 more than one course per semester, but no more than six (6) credit hours per
671 year. Deans will consult with the appropriate department or program in the
672 scheduling of such courses.

673

674 7. Administrative professionals and deans may not bump a full-time qualified
675 teaching faculty member from teaching their authorized load or overload. In
676 addition to discipline expertise, there are other considerations to determine
677 "qualified faculty" in the assignment of courses. This includes, but is not limited
678 to research experience, specialized training (including in online instructional
679 design), and prior teaching experience.

680

681 M. DEPARTMENT CHAIRS

682 1. Purpose and Description

683

684 Chairing an academic department is an administrative responsibility requiring
685 faculty leadership. A department chair reports both to their faculty colleagues and
686 to the dean. Chairs are the primary spokespersons for department faculty, staff
687 and students. Chairs also represent the administration to department members at
688 the same time that they articulate the needs of the department to the
689 administration. In this role chairs do more than simply forward information
690 between the administration and department members. Chairs also must interpret
691 information and arguments that accurately reflect the intent of each constituency
692 to the other for the overall purpose of advancing the institutional mission by

693 connecting departmental objectives to those of the school/college and those of the
694 University (see Hecht, I.W.D. et al. *The Department Chair as Academic Leader*,
695 1999, ACE Oryx Press).

696

697 2. Appointment and Qualifications

698

699 The appointment of department chairs is made by the dean of the school/college
700 after soliciting nominations from the faculty members of the respective program
701 or department. Once nominations are received, and while evaluating candidates,
702 deans should seek further input from faculty members of the department or
703 program. If the dean does not choose a chair from the candidates nominated by
704 the department, the dean may announce that the chair will be filled by an external
705 candidate through a faculty search process. In that case or in the case of an
706 unexpected vacancy, the dean may select an interim chair from the faculty of the
707 University for a single one-year term or leave the chair position vacant, at their
708 discretion.

709

710 Appointments are typically for three-year terms and can be renewed. However,
711 deans may elect to make shorter appointments following consultation with the
712 provost. It is understood that chairs serve at the discretion of the dean and may be
713 asked to step down at any time. To the greatest extent possible, chairs will be
714 selected from faculty members who have achieved tenure and advanced rank at
715 Roger Williams University or another accredited institution.

716

717 At the end of each term of appointment the dean shall seek a confidential
718 evaluation of the chair from the members of the department. This evaluation
719 material will be considered before a chairperson is reappointed for a subsequent
720 term. If at any time the members of the department, by a two-thirds vote
721 (exclusive of the chair), express their formal concerns or lack of confidence in the
722 performance of a chairperson, the dean will meet with the members of the
723 department, without the presence of the department chair, to discuss their
724 concerns. The dean will then meet with the department chair to discuss the
725 general nature of the concerns and any response by the chair thereto. Within thirty
726 (30) days after this meeting, the dean will respond in writing to the members of
727 the department and to the chair regarding the concerns expressed by the
728 department and submit a report to the provost with their recommendation.

729

730 3. Responsibilities and Authority

731

732 The chief responsibilities of a chairperson are the development and maintenance
733 of a coherent and effective curriculum; leadership in faculty deployment,
734 development, and review; and the competent and efficient management of

735 departmental resources to meet the educational needs of students in the
736 department's courses and activities. It is understood that the department is a
737 collaborative unit working with the department chair under the authority of the
738 dean. Therefore, in many of the tasks identified below, the chair organizes the
739 work of the faculty of the department rather than assuming sole professional
740 responsibility.

741
742 Department Chair duties and responsibilities normally are to:

- 743
744 a. Represent the interests of the department faculty to the dean.
- 745 b. Submit and supervise departmental budgets and administer expenditures of
746 departmental funds in accordance with protocol set by the dean.
- 747 c. Balance the workload of department members by: supervising and approving
748 course schedules and teaching assignments; manage advising assignments;
749 and coordinate other faculty responsibilities to the department.
- 750 d. Recommend equipment and supplies for purchase, project space and
751 equipment needs for the department, and exercise general responsibility for
752 departmental facilities and equipment.
- 753 e. Prepare, for submission to the dean, descriptions of majors and courses and
754 other departmentally-related copy for RWU publications, such as catalogs and
755 promotional brochures.
- 756 f. Recommend major and minor and general education requirements to the
757 appropriate School/Senate committees.
- 758 g. Recruit adjunct faculty members and assign them to departmental courses and
759 activities.
- 760 h. Encourage effective classroom teaching, including the application of both
761 innovative and conventional teaching techniques, and perform periodic
762 classroom visitations.
- 763 i. Encourage faculty research, writing and creative activity, including
764 representing prioritized values and goals of the University.
- 765 j. Evaluate full-time faculty (including formal review committees) and make
766 recommendations regarding performance-driven opportunities.
- 767 k. Conduct regular and special departmental meetings as may be required.
- 768 l. Assist with and organize faculty participation in the active recruitment of
769 students.

- 770 m. Arrange for departmental approval of independent studies, including tutorials,
771 research projects, and internships.
- 772 n. Encourage a stimulating intellectual climate for students and faculty in the
773 discipline through such programs as lectures and presentations of research
774 work.
- 775 o. Assist in the staffing of the department by exhibiting a leadership role in
776 faculty and staff searches.
- 777 p. Coordinate assessment activities of courses and programs offered by the
778 department.
- 779 q. Support faculty in developing and maintaining a curriculum that bridges
780 theory and practice and may be interactive with other disciplines.
- 781 r. Other duties as agreed to by the dean and the chair.

782 4. Compensation of Department Chairperson

783 Each chairperson will receive one (1) three (3) contact-hour load reduction per
784 semester and an additional stipend of eight-thousand and five-hundred dollars
785 (\$8,500) for related chair activities including year-round responsibilities.
786 Additional compensation will be determined by the dean in consultation with the
787 provost based on the size of the program (sections taught, students served,
788 budgetary requirements). Such additional compensation agreements shall be
789 shared with the RWUFA.

790 a. Program Directors and Coordinators

- 791 i. Program directors and coordinators typically support programs that are
792 interdisciplinary, a program within a school or unit that is not organized
793 around departments, or a program within a department with multiple
794 programs, or administration of portions of the curriculum within a
795 department with specific logistical requirements (e.g., lab coordinator,
796 WTNG 100 coordinator).
- 797 ii. Program directors and coordinators remain MBUs in all cases.
- 798 iii. In selecting Program directors or coordinators, whether through internal or
799 external search, deans shall call for nominations, seek input from the
800 relevant faculty, and give careful consideration to such input.
- 801 iv. Appointments for program directors and coordinators initially shall be for
802 a one, two, or three-year term reviewed on an annual basis, with flexibility
803
804
805
806
807

808 to move the position amongst faculty as needed to accommodate other
809 course releases for scholarship or sabbatical leaves as they occur.

810
811 v. Compensation for program coordinators or program directors shall be
812 established by the University at the time of the appointment or
813 reappointment of a member of the faculty and shall be based on the
814 assigned part-time workload of the faculty member as program
815 coordinator or program director. Compensation typically will include a
816 stipend and/or course release(s). A copy of such compensation agreements
817 will be shared with the RWUFA.

818
819 vi. The dean shall periodically evaluate the performance of directors and
820 coordinators, seeking confidential input from faculty who participate in the
821 relevant program. Program faculty may call a meeting with the Dean or
822 Provost at any time to discuss concerns about a program director or
823 coordinator.

824
825 N. CAMPUS ASSIGNMENT AND REIMBURSEMENT OF TRAVEL EXPENSES

826
827 To the extent possible, RWU will attempt to minimize the assignment of full-time MBUs to
828 teach at more than one campus location on a single day. This undertaking shall not apply with
829 respect to overload courses. Full-time MBUs who are assigned to teach a course which is part of
830 their normal load or perform special academic services at a location removed from the campus of
831 the University to which they are primarily assigned shall receive mileage and travel expenses
832 consistent with established University policy.

833
834
835 **ARTICLE VIII**
836 **APPOINTMENT, EVALUATION, REAPPOINTMENT, TENURE WITH PROMOTION**

837
838 A. APPOINTMENTS IN GENERAL

839
840 All initial faculty appointments, including initial faculty librarian appointments, shall be issued
841 by the Provost, who shall, through the dean(s) of the School(s) to which the appointment will be
842 made, routinely consult with and seek recommendations from members of the respective
843 academic areas. In extenuating circumstances and upon notice to the RWUFA, after consultation
844 with the affected department/program, a full-time non-tenure-track faculty member may be hired
845 for an initial one-term appointment without a search committee.

846
847 A search committee will be established which shall include faculty from the respective academic
848 disciplines involved. It is recognized that the Provost makes the final determination regarding
849 faculty initial appointments. The Provost will notify the President of the RWUFA of all
850 appointments of full-time faculty members and provide copies of all letters of initial appointment
851 on or before October 1 for fall appointments and March 1 for spring appointments.

852

853 All initial letters of appointment shall be reduced to writing and shall specify the individual's
854 conditions of appointment including category of appointment, rank (if applicable),
855 compensation, and area(s) of appointment.

856
857 If an appointment contains an area or nature of appointment that differs from provisions set forth
858 in this Agreement, those different provisions will be described in a separate written notification
859 to the RWUFA by the faculty member's start date.

860
861 If following the initial appointment, the category, nature, rank or area(s) of a faculty member's
862 appointment changes, such changes shall be noted in a separate, amended appointment letter.

863
864 B. CATEGORIES OF FACULTY APPOINTMENTS

865
866 All faculty (including faculty librarians) shall be appointed initially to one of the following
867 categories:

868
869 1. Adjunct Appointments: Adjunct faculty appointments are non-tenure-track, term
870 appointments issued to faculty who are assigned to teach on less than a full-time basis.
871 Adjunct faculty who teach six (6) or more contact hours (exclusive of University College
872 offerings) per semester shall be MBUs in accordance with provisions of Article I
873 "Recognition".

874
875 An adjunct faculty member's continued employment is at the discretion of the University,
876 and there shall be no expectation of reappointment from term to term or from academic
877 year to academic year.

878
879 Adjunct faculty will undergo review through their department(s) or areas(a).

880
881 2. Visiting Appointments: Visiting appointments are non-tenure-track appointments which
882 may be made for up to four (4) years to replace faculty members on sabbatical or other
883 leave or to fill a full-time position on an interim basis. These appointments are non-
884 renewable beyond a total of four (4) years at the University.
885 At the time of appointment, a visiting faculty member's rank shall be designated as a
886 visiting assistant professor, visiting associate professor, visiting professor.

887
888 Visiting faculty will undergo an annual non-comprehensive review conducted by the
889 relevant Dean or Associate Dean.

890
891 A visiting appointment shall terminate as indicated in the letter of appointment. There
892 shall be no expectation of reappointment. Dismissal of a visiting faculty member during
893 a term of appointment shall not be arbitrary or capricious.

894
895 Visiting appointments shall not be issued to individuals who have held full-time faculty
896 appointments at Roger Williams University during the previous five (5) academic years,
897 except for previous service under visiting appointments.

898
899 The President of the RWUFA shall be notified of all visiting appointments, including
900 title, teaching assignment, appointment dates and compensation. Visiting appointments
901 for less than one (1) academic semester shall carry no benefits.

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3. Lecturers: Lecturer appointments are full-time, fixed-term, non-tenure-track positions. Lecturers have the principal duties of providing instruction, service, and academic advisement/mentoring.

Initial lecturer appointments may be for one (1) or two (2) years and shall be made by the provost.

After successful completion of their initial appointment, a lecturer may be awarded successive renewal terms of up to two years in duration.

Lecturers will undergo a non-comprehensive review every year except every fourth year of continuous service in a lecturer appointment, when a comprehensive review is required.

The evaluation of lecturers shall occur through the lecturer's primary program and its affiliated school with respect to SFRC and Dean reviews.

Evaluations shall include consideration of the lecturer's effectiveness, as defined within this Article, in the following areas: teaching (including advising) and service.

A lecturer who is not awarded reappointment shall receive a notice of termination of employment. Denial of re-appointment shall not be arbitrary or capricious. Dismissal during the term of appointment shall be subject to Article IX "Due Process" of this Agreement. A lecturer who is dismissed during the term of their appointment shall be given a written notice describing the reasons for dismissal.

4. Probationary Appointments: Probationary appointments are full-time, tenure-track faculty appointments. Probationary faculty are required to apply for tenure with promotion upon completion of the probationary period, in accordance with the procedures detailed in this article.

Except as provided below, the first six (6) years of full-time employment for tenure-track faculty members shall constitute a probationary period. Initial year employment for one (1) semester or less will not count toward the probationary period.

Newly-appointed faculty members with prior full-time tenure-track (normally teaching) experience at another accredited college or university may be granted, at the discretion of the provost at the time of initial appointment, up to three (3) years credit for that prior experience toward eligible service for tenure with promotion. Any credit for prior experience which is allowed must be documented in writing in the faculty member's initial appointment letter or it will be deemed that no such credit was given. All or part of time served under a visiting appointment may be counted toward tenure eligibility, if continuous, upon application by the faculty member and approval by the provost, and included in the probationary letter of appointment. The University shall notify the SFRC and the UFRC of credit for prior experience granted to a faculty member pursuant to this provision and shall specify the criteria used to determine the credit granted to inform the deliberations of the review committees.

950 Probationary faculty are subject to the annual reappointment procedures outlined in this
951 Article. During any probationary year, employment may be terminated by the provost,
952 who will state the reason(s) for termination in writing. Such termination may not be
953 arbitrary or capricious.

954
955 Probationary faculty appointed to a six (6) year probationary term will undergo non
956 comprehensive reviews in years 1, 2, 4 and 5, and comprehensive reviews in years 3 and
957 6. Probationary faculty appointed to a shorter probationary term shall undergo reviews
958 consistent with Article VIII.F (“Overall Schedule of Evaluations Summarized”).
959

960 5. Tenured Appointments

961 Tenured appointments are continuous appointments issued to those full-time faculty
962 members who have either applied for and been granted tenure pursuant to this Article, or
963 who have otherwise been conferred tenure by the University by way of executive
964 appointment.

965 Faculty holding tenured appointments are entitled to appointment renewal unless
966 separated pursuant to the terms of this Agreement.

967 Tenured faculty will complete post-tenure review every eight (8) years after tenure or
968 promotion to full and may apply for promotion to full professor in accordance with the
969 provisions in this agreement.

970 Once awarded, tenure may only be rescinded pursuant to Articles IX “Due Process” or XI
971 “Retrenchment” of this Agreement.

972 6. Joint Appointments

973 Faculty who are appointed to more than one program at the time of hire, or at any time
974 during their employment at RWU, shall have a primary department/program designated
975 in their letter of appointment. Such appointment letters shall specify the appointee’s
976 teaching, service, and advising obligations to both departments or programs, as well as
977 the terms of appointment as related to the use of physical space, technical and clerical
978 staff support, and expectations for department/program committee assignments. The
979 primary department assignment shall be indicated by the first title carried by the
980 appointee or as indicated in the appointment letter. The total of these obligations shall
981 not exceed the contractual guidelines for teaching, service, and advising. The
982 appointment letter will be provided to the RWUFA at the time of issuance.

983
984 Regarding governance, the jointly-appointed faculty member will, unless it is otherwise
985 specified in the appointment letter, be a voting member of both departments/programs.
986 For purposes of representation on faculty bodies (Senate, SFRCs, PD Committee, etc.),
987 the jointly-appointed faculty member will be aligned with the primary department.
988 Promotion and tenure review shall occur through the primary program and its affiliated
989 school with respect to SFRC and dean reviews. A letter of support from the secondary
990 department/program’s dean or their designee shall be required as an element of the
991 faculty self-study.
992

993 The joint appointment letter will be included as part of any jointly-appointed faculty
994 member's self-study submission.

995
996 Changes in the terms of appointments will be made after consultation between the MBU
997 and the University. Changes in the appointment letter will be provided to the RWUFA.
998 At the time of review, such changes in the letter will be forwarded to the SFRC and
999 UFRC.

1000

1001 7. RWU Faculty on Exchange

1002

1003 RWU faculty who, upon final approval of the provost, are authorized to participate in a
1004 faculty exchange shall, for the duration of their participation in the exchange, remain
1005 employees of RWU and, if applicable, members of the RWUFA. The faculty member's
1006 compensation and benefits shall be paid to them by RWU, consistent with the terms of
1007 the CBA in force at the time of their participation, and their bargaining unit seniority
1008 shall not be affected by participation in the exchange. The participating MBU's
1009 obligations, rights and privileges under the CBA, including but not limited to, time
1010 credited toward tenure and/or promotion as provided for in the CBA, shall not otherwise
1011 be disturbed by virtue of the exchange.

1012

1013 The workload, duties, and responsibilities of the participating MBU shall be agreed upon
1014 between the hosting institution, RWU, and the participating faculty member, and will be
1015 memorialized in a separate, specific agreement upon establishment of the faculty
1016 exchange. An MBU who wishes to participate in a faculty exchange must consult with
1017 their department(s), program(s) and their dean(s) regarding the impact of their absence
1018 from RWU with regard to matters of curricula, staffing, and budget. The provost retains
1019 final authority to approve an MBU's participation in an exchange.

1020 The exchange of faculty between RWU and another institution of higher education need
1021 not occur in the same academic semester.

1022 The visiting faculty's teaching load shall not exceed the normative teaching load of the
1023 RWU faculty member who participates in the faculty exchange.

1024

1025 8. Executive Appointments

1026

1027 Nothing in this Agreement should be construed to prohibit the President of the University
1028 from appointing to the faculty an individual of exceptional talent or accomplishment.
1029 Should the University appoint a faculty member by way of Executive Appointment at a
1030 rank and under conditions not specified herein, the University shall notify the faculty
1031 member in writing of the path forward for evaluation, promotion and possible future
1032 personnel action. The University shall notify the RWUFA of such arrangements at the
1033 time of hire, and shall notify the SFRC and the UFRC when the faculty member is
1034 scheduled for review.

1035

1036 C. APPLICABLE EVALUATION CRITERIA FOR FACULTY

1037

1038 1. General Considerations

1039 The University is committed to the principles of academic freedom and tenure, to the
1040 importance of peer review and to the demonstration of continued achievement of tenured
1041 faculty. Assessment of the professional accomplishments and contributions of individual
1042 faculty members shall be in relation to their specific discipline(s), program(s), or duties,
1043 and to the needs and interests of RWU. The assessment process may involve classroom
1044 visitation and is not limited to consultation with faculty members of the program, college
1045 or school, with students in their courses and with any other pertinent individual
1046 possessing knowledge of their performance. The faculty member, other faculty members
1047 in the academic unit, current and/or former students, external peers recognized as experts
1048 in the discipline, the dean and Provost may be consulted for input during the evaluation
1049 process.

1050

1051 It is recognized that all of the evaluation criteria set forth within this Article may not
1052 apply to all faculty members in all disciplines because of the non-traditional nature of
1053 their assignments as faculty and/or because of the nature of their appointments. It is also
1054 recognized that individual, specific criteria may differ in importance within schools and
1055 departments due to accreditation requirements. The degree and quality of participation
1056 will determine the overall contribution a faculty member has made to students, their
1057 department, their school/college and the University.

1058

1059 Except where otherwise specified in this Article, a teaching faculty member's
1060 effectiveness in the following three areas will be assessed for purposes of reappointment,
1061 tenure, promotion and post-tenure review: teaching (which includes developmental
1062 advising), scholarship, and service.

1063

1064 Except where otherwise specified in this Article, a faculty librarian's effectiveness in the
1065 following three areas are to be assessed for purposes of reappointment, tenure, promotion
1066 and post-tenure review: professional competence and program development, scholarship,
1067 and service.

1068

1069 2. Teaching (Applicable to Teaching Faculty Only) and Librarianship (Applicable to
1070 Library Faculty Only)

1071

1072 RWU is a student-centered institution. While all faculty are expected to maintain an
1073 active scholarly agenda, the primary responsibility of faculty is teaching, and the primary
1074 evaluation requirement is documented excellence in teaching, a "publish or perish"
1075 atmosphere is not intended.

1076 The University acknowledges and celebrates the faculty of the University as being at the
1077 heart of the learning environment at the institution. The styles of good teaching vary
1078 widely. Each faculty member is free to use any generally accepted pedagogical approach
1079 within the practices accepted in their respective discipline. These styles can range from
1080 formal lectures to experiential/engaged learning; from independent study to engaged
1081 education/community or project-based learning; from discussion-based pedagogy to

1082 service learning to online delivery; as well as new pedagogical approaches being
1083 developed.

1084 For purposes of this Article, “teaching” shall mean all faculty activity associated with
1085 instruction of students. This includes not only direct instruction and delivery of
1086 curriculum, but also maintenance of currency in content and pedagogy, tutoring,
1087 supervising student research, directing theses, and developmental advising.¹ To be
1088 considered effective in teaching, a faculty member must demonstrate sustained
1089 excellence in these activities.

1090 Indicia of excellent teaching may include, but are not limited to, the following:

- 1091 • evidence of continuous refinement of skills in teaching and in motivating and/or
1092 facilitating student learning.
- 1093 • demonstration that the faculty member’s course syllabi clearly state course and
1094 lesson learning outcomes; evidence that these outcomes are communicated to
1095 students, and that course content and assignments are designed to accomplish
1096 course learning outcomes. Course syllabi should clearly describe examination and
1097 homework policies, grading standards, student accessibility policy and attendance
1098 policy.
- 1099 • results of formal or informal peer reviews, including classroom visits from peers,
1100 department chairs, and/or deans indicating assessment of the faculty member’s
1101 ability to stimulate the interest of students, evoke their responses, and involve
1102 them in the learning process.
- 1103 • results of student course surveys indicating student assessment of their learning.
1104 RWU acknowledges that it considers the student course surveys to be only one
1105 source of information about the faculty member’s effectiveness in teaching,
1106 among several other sources. The University shall not deny a faculty member
1107 tenure, reappointment or promotion, or give a negative evaluation based solely on
1108 scores or comments in student surveys.
- 1109 • documentation of pedagogical achievements such as newly developed
1110 instructional methods or technologies, descriptions of new assessment methods,
1111 or participation in teaching and pedagogy workshops or conferences.
- 1112 • participation in interdisciplinary and experiential/community or project
1113 based/service learning academic programs and supervise independent or external
1114 studies, graduate thesis, student research projects, or academic student
1115 organizations.
- 1116 • other evidence of the faculty member’s commitment to student mentoring and
1117 effectiveness in developmental advising such as: remaining in regular contact
1118 with advisees, writing letters of recommendation, providing guidance and
1119 accurate information about academic progress and, where applicable, providing
1120 guidance about graduate study and career preparation.

¹ Developmental advising generally refers to a holistic approach in which the advisor works with the student to identify and achieve their educational and career goals. Developmental advising can be described as a supportive partnership in which the faculty member is a knowledgeable advisor guiding the student in assessing institutional resources and making the best possible choices to achieve their goals. Effective developmental advising includes, but is not limited to: remaining in regular contact with advisees, writing letters of recommendation, providing guidance and accurate information about academic progress, and, where applicable, providing guidance about graduate study and career preparation.

- 1121 • engagement in professional development activities that result in the enhancement
1122 of the faculty member’s advising skills.
- 1123 • evidence of significant experience with and demonstrated commitment to
1124 experiential learning and community engagement as a core pedagogy.
- 1125 • demonstrated commitment to justice, equity, diversity, and inclusion as a core
1126 pedagogy.

1127
1128 For purposes of this Article, “librarianship” shall mean a library faculty member’s
1129 demonstrated professional competence and program development. To be considered
1130 effective, a faculty librarian must demonstrate sustained excellence in these activities.
1131 This may be demonstrated in a variety of ways, which include, but are not limited to, the
1132 following:

- 1133
- 1134 • Current knowledge of librarianship.
- 1135 • The ability to work with students, faculty members and other staff to provide the
1136 services of the University's libraries.
- 1137 • Continued assessment, development and refinement of major areas of
1138 responsibility.
- 1139 • Current knowledge and competency in existing and developing appropriate
1140 technologies.
- 1141 • Ability to stimulate the interest of students, evoke their responses and involve
1142 them in learning.
- 1143 • Participation in workshops which develop professional skills.
- 1144 • Involvement in school or University-wide work on curricular reform.
- 1145 • Mentoring undergraduate research.
- 1146 • Innovative use of technology.
- 1147 • Participation in the general education initiatives of the University.
- 1148 • Demonstration of concern for the well-being of students.
- 1149 • Putting knowledge into practice through service learning or community
1150 development.
- 1151 • Demonstrating initiative in working with freshmen seminars, living learning
1152 environments, information commons and other best practices.
- 1153 • Effective professional performance.
- 1154 • Effective communication and interaction with colleagues in order to meet the
1155 Library's objectives.

1156 1157 3. Scholarship

1158 For purposes of this Agreement, “scholarship” shall mean faculty research, creative or
1159 artistic activity relevant to the academic discipline(s) of the faculty member that is
1160 disseminated and, where applicable, whose professional merit is subject to expert
1161 external validation. RWU expects that tenured and tenure-track faculty maintain an
1162 active scholarly agenda. Scholarly activity is valuable, because it enhances the
1163 curriculum, helps faculty remain current in their fields and engaged with their broader
1164 professional community, and provides opportunities for student research experience.
1165 RWU endorses a broad view of scholarship that is guided and informed by the work of
1166 Ernest I. Boyer in *Scholarship Reconsidered* (Princeton: Carnegie Foundation, 1990) and
1167 of Charles Glassick et al. in *Scholarship Reassessed* (San Francisco: Jossey Bass, 1997).

1168 To this end, faculty effectiveness in scholarly activity may be demonstrated in a variety
1169 of ways. In accordance with these works, the term “scholarship” as referenced herein
1170 may take different forms.

1171
1172 Scholarship of Discovery: Understood to be traditional research and creative work;
1173 search for and generation of new knowledge; knowledge for the sake of knowledge;
1174 discovery of new information and/or models; the sharing of such with appropriate
1175 constituencies through publication and presentation. For example:

- 1176 ● Book publication
- 1177 ● Published articles in refereed journals
- 1178 ● Publication of a monograph or creative work
- 1179 ● Book chapters
- 1180 ● Formal presentations at scholarly or professional meetings
- 1181 ● Creative activity: juried compositions, presentations, performances, exhibits and
- 1182 similar projects
- 1183 ● Presentation of new knowledge to college community, advisory groups and/or
- 1184 stakeholders
- 1185 ● Video publication
- 1186 ● Software publication
- 1187 ● Editor or referee of a journal
- 1188 ● Participation in pedagogy workshops in formal conference and professional
- 1189 meeting settings
- 1190 ● Remaining current in the field-specific research regarding teaching and learning
- 1191 ● Externally recognized research with undergraduate students
- 1192 ● Mentoring, sponsoring, preparing students for, and co-presenting when
- 1193 applicable, student research at conferences and in publications
- 1194

1195
1196 Scholarship of Integration: Critical evaluation; synthesis; analysis of interpretation of
1197 knowledge created by others, often interdisciplinary or multidisciplinary in nature. For
1198 example:

- 1199 ● Develop a multidisciplinary course singularly and/or with a colleague in a field
- 1200 other than one’s own
- 1201 ● Delivery of a multidisciplinary course singularly and/or with a colleague in a field
- 1202 other than one’s own
- 1203 ● Development of new programs and academic publication that addresses
- 1204 discipline-related concerns
- 1205 ● Scholarly interpretation of existing research or creative activity, including editing
- 1206 and publishing of textbooks for use in multiple disciplines
- 1207 ● Publication of authored article in non-academic publication that addresses
- 1208 discipline-related concerns
- 1209 ● Organizer of an interdisciplinary conference, meeting, colloquium, and the like
- 1210

1211
1212 Scholarship of Application: Application of disciplinary expertise to the exploration
1213 and/or solution of institutional or community problems. For example:

- 1214 ● Consulting
- 1215 ● Technical assistance
- 1216

- 1217 ● Policy analysis
- 1218 ● Assuming leadership role in professional organizations in a field that relates to the
- 1219 scholarly activities of the faculty member
- 1220 ● Performance activities in the field
- 1221 ● Service as a judge of artistic or scholarly works
- 1222 ● Serving the government or other similar entity as consultant or technical advisor
- 1223 in an area that relates to the scholarly work of the faculty member
- 1224 ● Incorporating knowledge gained in the field into institutional solutions
- 1225 ● Contributing within and outside of the university by way of experiential learning
- 1226 coursework
- 1227 ● Development of centers or programs designed to advance the discipline of the
- 1228 faculty member
- 1229 ● Published reviews of academic publications
- 1230 ● Professional involvement with the community

1231

Scholarship of Teaching: Application of expertise as a teacher to develop, transform, and extend pedagogy. For example:

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Charles E. Glassick, et al., *Scholarship Reassessed* (San Francisco: Jossey Bass, 1997) elaborates on Boyer and proposes a means of assessing Boyer's four categories of scholarship. Glassick provides us with six criteria to be used in assessing one's scholarship. Faculty members may choose to apply Glassick's six criteria for each piece of scholarship or may take a more holistic approach and apply the six criteria to their whole body of work. Glassick provides a standard for better assessment and judgment of quality without an overreliance on quantification. He shows us that there is a common sequence of six (6) unfolding stages for the scholar participating in any of the four types of scholarship. Faculty members may choose to apply Glassick's six criteria for each piece of scholarship or may take a more holistic approach and apply the six criteria to

1265 their whole body of work. Faculty members, in reflecting on their scholarship, should
1266 address these elements to the extent that they apply.

1267
1268 Clear Goals

- 1269
- 1270 ● Does the scholar state the basic purposes of their work clearly?
 - 1271 ● Does the scholar define objectives that are realistic and achievable? Does the
1272 scholar identify important questions in the field?
- 1273

1274 Adequate Preparation

- 1275
- 1276 ● Does the scholar show an understanding of existing scholarship in the field? Does
1277 the scholar bring the necessary skills to their work? Does the scholar bring
1278 together the resources necessary to move the project forward?
- 1279

1280 Appropriate Methods

- 1281
- 1282 ● Does the scholar use methods appropriate to the goals?
 - 1283 ● Does the scholar apply effectively the methods selected?
 - 1284 ● Does the scholar modify procedures in response to changing circumstances?
- 1285

1286 Significant Results

- 1287
- 1288 ● Does the scholar achieve the goals?
 - 1289 ● Does the scholar's work add consequentially to the field?
 - 1290 ● Does the scholar's work open additional areas for further exploration?
- 1291

1292 Effective Presentation

- 1293
- 1294 ● Does the scholar use a suitable style and effective organization to present their
1295 work?
 - 1296 ● Does the scholar use appropriate forums for communicating work to its intended
1297 audiences?
 - 1298 ● Does the scholar present their message with clarity and integrity?
- 1299

1300 Reflective Critique

- 1301
- 1302 ● Does the scholar critically evaluate their own work?
 - 1303 ● Does the scholar bring an appropriate breadth of evidence to their critique? Does
1304 the scholar use evaluation to improve the quality of future work?
- 1305

1306 In addition, it is recognized that all evaluators throughout the process shall take into
1307 consideration the MBU's workload assignments as they relate to scholarship
1308 expectations. Further, it is recognized that individual, specific criteria differ in
1309 importance within schools and departments due to accreditation requirements and the
1310 strategic initiatives of the University.

1311 For evaluation of adjunct and lecturer faculty, the category of Scholarship shall not apply.

1312

1313 4. Service

1314

1315 “Service” for purposes of this Agreement shall mean faculty professional service
1316 activities that relate to the advancement of the University’s mission and to the candidate’s
1317 disciplinary expertise, profession and wider community. Service may include, but is not
1318 limited to, professional activities such as service on program area, department, school,
1319 college and University committees, participation in recruitment and orientation events
1320 throughout the calendar year, serving on faculty governance bodies, program
1321 administration sponsoring/advising student organizations, participating in professional
1322 organizations in one’s discipline and contributing one’s time and professional expertise to
1323 civic activities in the larger community. RWU recognizes that the nature and degree of
1324 service performed by each faculty member will necessarily differ and will depend upon
1325 the particular needs of the faculty member’s school/college, the strategic initiatives of the
1326 University, the faculty member’s discipline or professional community and the faculty
1327 member’s areas of interest, expertise or talent.

1328

1329 Evaluation of service hereunder should go beyond a simple enumeration of activities, to
1330 include an assessment of the significance as related to the faculty member’s professional
1331 role.

1332

1333 D. STANDARDS OF REVIEW

1334

1335 1. Reappointment

1336

1337 Reappointment as a probationary full-time faculty member or lecturer is awarded upon a
1338 determination by the Provost that the faculty member is performing sufficiently for
1339 continued employment as of the date of the evaluation. However, such reappointment is
1340 not a guarantee of continued employment, future reappointment, or tenure with
1341 promotion. Documented effectiveness in teaching, the maintenance of an active
1342 scholarly agenda (if applicable) and satisfactory service are the criteria to be used in all
1343 reappointment decisions.

1344

1345 2. Tenure with Promotion

1346 RWU is committed to the principles of academic freedom. In order for the University to
1347 carry out its mission effectively, it is vital that faculty members be granted the freedom to
1348 express new ideas and divergent viewpoints in their teaching and research. The
1349 University supports an atmosphere that encourages faculty members to develop and share
1350 different ideas and divergent views, and to make inquiries unbounded by present norms.
1351 Tenure contributes significantly to the creation and maintenance of such an atmosphere.

1352 To be awarded tenure with promotion, an applicant must demonstrate documented
1353 excellence in teaching, a commitment to working with students, a solid command of their
1354 discipline, as well as a performance record evidencing effective scholarship and service
1355 that meets or exceeds the evaluative criteria in this Article.

1356 The award of tenure with promotion is the result of rigorous and comprehensive
1357 assessment over a period of time sufficient to enable the University to judge the faculty
1358 member's documented accomplishments, ability, and effectiveness in the areas of

1359 professional responsibility, as well as the potential for sustained future scholarly
1360 productivity, teaching effectiveness, and service contributions.

1361

1362 3. Promotion

1363

1364 To be awarded promotion in rank from associate professor to professor, a faculty member
1365 must demonstrate excellent performance in teaching (or in the case of faculty librarians,
1366 excellence in professional competence and program development) and that they have
1367 made distinguished contributions in professional, scholarly and/or creative activity and
1368 institutional/public service as described in the faculty member's self-study and
1369 evaluations.

1370

1371 4. Post-Tenure Review

1372

1373 a. Purpose of Post-Tenure Review

1374 Under this agreement there will be a peer review by the School Faculty Review
1375 Committee (SFRC) of each full-time faculty member who has been awarded tenure.
1376 The purpose of post-tenure review is to improve teaching and professional
1377 effectiveness and to help identify those faculty members who have achieved
1378 distinction with respect to teaching and professional effectiveness.

1379 Recognizing that peer review is important in the process in the continuing
1380 development of tenured faculty, a review will be conducted by the SFRC and will be
1381 based in part on a self-study to be submitted by the faculty member to the SFRC no
1382 later than October 1 of the year of review.

1383 b. Academic Freedom

1384 The University is committed to the principles of academic freedom and tenure, to the
1385 importance of peer review and to the demonstration of continued achievement of
1386 tenured faculty with respect to teaching, scholarship and service.

1387 c. Timing and Nature of Post-Tenure Review

1388 Every eighth (8th) year of employment after tenure has been awarded, or in the eighth
1389 (8th) year after a promotion, whichever is later, an evaluation of the professional
1390 performance of the tenured faculty member will be undertaken in accordance with the
1391 procedures set forth in this Article.

1392

1393 E. EVALUATION PROCESSES FOR ALL APPOINTMENTS

1394

1395 1. Elements of the Evaluation System

1396

1397 The Dean of each school shall inform affected faculty members of the evaluation
1398 schedule for the upcoming academic year by May 1.

1399

1400 RWU shall provide to the RWUFA a list of all MBUs and their evaluation schedules in
1401 accordance with the schedules set forth in this Article.

1402

1403 There are three types of review: non-comprehensive, comprehensive, and post-tenure.
1404 The elements of these reviews are as follow and are determined by the nature of the
1405 review. Refer to Article VIII.F (“Overall Schedule of Evaluations Summaries”).
1406

1407 Meetings with the Dean

1408
1409 At a time specified in the timeline section, faculty members will meet with their dean in
1410 advance of the submission of their self-studies. The purpose of this meeting is to review
1411 the contractual provisions and guidelines for the upcoming review.
1412

1413 Self-Study

1414
1415 Every type of evaluation requires some form of self-study. Non-comprehensive reviews
1416 require submission of a summary, short-form study. Comprehensive reviews require
1417 submission of a more extensive, long-form self-study. Guidelines for each type of self-
1418 study are set forth in Appendix E “Self-Study Guidelines.”
1419

1420 Course Surveys

1421
1422 The University shall conduct student course surveys electronically each semester no
1423 earlier than two weeks prior to the last day of classes. The method of administration and
1424 content of the course survey instrument shall be determined by the University after
1425 consultation with the appropriate committee of the Faculty Senate. RWUFA shall be
1426 informed of any changes in the method of administration or the instrument.
1427

1428 Student course surveys are meant to provide instructors with students’ perception of their
1429 teaching in order to: (i) recognize effective teaching, (ii) provide information that can be
1430 used for the formative review and revision of teaching practices, and (iii) promote
1431 reflection on the part of students regarding their own investment in their learning. The
1432 University acknowledges that it considers the student course surveys to be only one
1433 source of information concerning the faculty member’s performance, among several
1434 other sources.
1435

1436 Another purpose of these surveys is to provide some basis for evaluation of the students’
1437 perception of the quality of instruction in their classes. Numerical information should be
1438 used in context when forming part of a comprehensive evaluation of a faculty member.
1439 Faculty members are encouraged to provide the context for specific courses (e.g.,
1440 difficult required courses) in any evaluation.
1441

1442 RWU may conduct student course surveys each semester for all sections of all courses,
1443 laboratories and studios taught on all campuses and in all programs. Individualized
1444 instruction (e.g., music lessons) may be evaluated by alternative means. In such cases, the
1445 faculty member may present an alternative evaluation instrument to the dean of the
1446 school or to the provost for approval.
1447

1448 The results of the student course surveys conducted in a faculty member’s classes shall be
1449 communicated to the faculty member no later than two weeks after the University
1450 deadline for faculty to submit grades to the online system.
1451

1452 Student course survey results will be available for review by the faculty member, the
1453 faculty member's supervising dean (or dean responsible for the course) and the provost.
1454

1455 Classroom Observations

1456
1457 The faculty member and the observer shall agree on a date and time for the classroom
1458 observation. If an agreed date and time cannot be reached, the observer shall notify the
1459 faculty member of the date and time. In the event of a classroom visit, the observer shall
1460 make a summary report as to the teaching performance of the faculty member, and the
1461 report shall be shared with the faculty member and the Dean within ten (10) business
1462 days after the classroom visit, to which the faculty member may respond in writing
1463 within ten (10) business days of receipt.
1464

1465 During the classroom visit, the observer will position themselves as unobtrusively as
1466 possible and will not ordinarily participate in classroom activities unless invited to do so
1467 by the faculty member. Normally, the chair/coordinator/director or /dean's visits shall
1468 not exceed one (1) visit per course, per semester, unless by mutual agreement. The
1469 President and/or Provost may observe a faculty member's teaching effectiveness under
1470 the same terms as that of a dean/chair set forth above.
1471

1472 Dean's, Provost's, and President's Determinations and Faculty Responses

1473
1474 According to the timelines for specific types of reviews below, deans, the provost, and in
1475 some cases the president shall provide reports in writing to faculty members to which
1476 faculty members may respond. See sections below for deadlines.
1477

1478 Peer Review

1479
1480 For non-comprehensive reviews, there is no element of peer review. In comprehensive
1481 reviews the pre-tenure comprehensive reviews and post-tenure reviews, peer review is
1482 conducted by the School Faculty Review Committees (SFRC). In the cases of tenure
1483 with promotion review and promotion to professor review, the SFRC and the University
1484 Faculty Review Committees (UFRC) conduct the peer review.
1485

1486 In each case, the faculty member shall receive the report of the SFRC and UFRC at the same
1487 time each report is forwarded to the Dean, or the Provost, and the President in certain cases,
1488 and shall have ten (10) business days to respond by loading their respective responses to the
1489 electronic file system.
1490

1491 2. School Faculty Review Committee (SFRC)

1492 a. Responsibilities of SFRC

1493
1494
1495 Each school's respective SFRC shall conduct a peer review component of the
1496 following comprehensive reviews: comprehensive reviews for lecturers, pre-tenure
1497 comprehensive reviews for probationary faculty, comprehensive reviews for faculty
1498 applying for tenure with promotion, comprehensive reviews for faculty applying for
1499 promotion, and for the post-tenure review.
1500

1501 The SFRC reviews the faculty member’s self-study and provides a report to the
1502 relevant dean and the faculty member, and in the cases of tenure with promotion and
1503 promotion to professor, to the UFRC.
1504

1505 In its report, the SFRC will provide a written narrative assessment of the faculty
1506 member’s professional accomplishments and effectiveness in the areas of teaching (or
1507 as applicable, professional competence and program development), scholarship, and
1508 service according to the contractual standards for, as applicable, reappointment,
1509 tenure with promotion, promotion, or post-tenure review. This report may offer
1510 suggestions to the faculty member regarding the foregoing.
1511

1512 b. Selection of Membership to SFRC
1513

1514 Each school of the University shall establish a School Faculty Review Committee
1515 (SFRC) of tenured faculty. The majority of its members shall come from the school
1516 or division unless there are insufficient numbers of tenured faculty in the school or
1517 division to constitute a majority. In that case, additional members of a school or
1518 division SFRC may be drawn from tenured faculty outside the school or division.
1519 Elections to the SFRC’s will be held by the end of the spring term preceding the
1520 academic year of service. The election will be conducted by the respective dean.
1521

1522 In schools other than those within the schools of the Feinstein College of Arts and
1523 Sciences (SHAE and SSNS), the SFRC will be made up of five (5) members:
1524

- 1525 i. Three (3) tenured faculty members elected by the faculty of the school;
1526 elections will be held by the end of the spring term preceding the academic
1527 year of service; and
1528
- 1529 ii. two (2) tenured faculty members selected by the dean at the beginning of the
1530 academic year.
1531

1532 In the Feinstein College of Arts and Sciences each of the two Schools (School of
1533 Humanities, Arts, and Education; School of Social and Natural Sciences) will
1534 convene its own SFRC to be constituted as follows:
1535

- 1536 i. In each School, three (3) tenured faculty members elected by the faculty of the
1537 School ; elections will be held by the end of the spring term preceding the
1538 academic year of service; and
1539
- 1540 ii. In each School, the chairs of the departments of the School.
1541

1542 For faculty librarians “Librarian SFRC” will be formed and constituted as follows:
1543

- 1544 i. three (3) tenured faculty members elected by the faculty of the library.
1545 Election will be held by the end of the spring term preceding the academic
1546 year of service; and
1547
- 1548 ii. two (2) tenured faculty members appointed by the Dean of the Library.
1549

1550 A preliminary meeting of the SFRC will be held in the fall after the election at which
1551 the chair of each committee will be elected and the dean informed of the result.

1552
1553 c. Procedures of the SFRC

1554
1555 Faculty members shall not serve on the SFRC during years of their own evaluation. If
1556 the chair of an FCAS department is up for promotion, they will be replaced by a
1557 tenured member, selected by the dean, from their department.

1558
1559 Members of each SFRC will elect their own chair, and shall report that decision to the
1560 dean.

1561
1562 Each SFRC shall review faculty comprehensive self-studies, allied materials and
1563 reports, submitted by the third year (or authorized equivalent) for probationary faculty
1564 members and tenured faculty members (post-tenure review), faculty members
1565 applying for tenure with promotion and faculty members applying for promotion, and
1566 the self-studies, materials, and reports submitted for post-tenure review.

1567
1568 Upon completion of its review, the SFRC shall forward, according to the schedule in
1569 this article, a confidential report to the appropriate dean(s) and the faculty member.
1570 Such report shall include an assessment of the faculty member's effectiveness in the
1571 areas of teaching (or as applicable, professional competence and program
1572 development), scholarship and service, and whether the faculty member's self-study
1573 demonstrates that they are meeting or exceeding the standards outlined in this article.
1574 The SFRC shall not make specific recommendations regarding reappointment. The
1575 report will contain the signatures of all SFRC committee members. Deliberations of
1576 this committee are confidential.

1577
1578 Any SFRC member(s) who disagree(s) with the majority conclusions may submit a
1579 minority report to the dean, the SFRC, and the faculty member with the majority
1580 report.

1581
1582 3. University Faculty Review Committee (UFRC)

1583
1584 a. Responsibilities of UFRC

1585
1586 The UFRC shall conduct the faculty-wide peer review component of comprehensive
1587 reviews in the cases of tenure with promotion and promotion to full professor.
1588 Elections to the committee will be held by the end of the spring term preceding the
1589 academic year of service.

1590
1591 b. Selection of Membership to the UFRC

1592
1593 The UFRC will consist of ten (10) members of the tenured faculty, as follows:

- 1594
1595 ● School of Social and Natural Sciences (1 from Social Sciences, 1 from
1596 Natural Sciences)
1597 ● School of Humanities, Arts, and Education (1 from Humanities, 1 from Arts, 1
1598 from Education)

- 1599 ● Gabelli School of Business (1)
- 1600 ● School of Justice Studies (1)
- 1601 ● School of Engineering, Computing, and Construction Management (1)
- 1602 ● School of Architecture, Art History, and Historic Preservation (1)
- 1603 ● Library (1)
- 1604

1605 Faculty members shall not serve on the UFRC during years of their own evaluation.
1606 A member of an SFRC is not prohibited, by the virtue of their membership on an
1607 SFRC, from being a member of the UFRC.

1608
1609 In the spring, faculty in each school and the library will, by secret ballot, elect the
1610 tenured faculty representatives from its membership to serve as members of the
1611 UFRC.

1612
1613 This election will be conducted by the respective dean, by the end of the spring term
1614 preceding the year of academic service. A preliminary meeting will be held in the fall
1615 at which a chair of the committee will be elected. Results of these elections will be
1616 reported to the provost and will be announced by the provost to the faculty.

1617
1618 c. Procedures of the UFRC

1619
1620 Upon completion of its review, the UFRC shall forward a confidential report
1621 according to the schedule in this article to the provost and the faculty member. The
1622 UFRC shall provide an independent written analysis of the faculty member's
1623 professional accomplishments and levels of effectiveness in the areas of teaching,
1624 scholarship, and service according to the contractual standards based on the self-
1625 study, the dean's reports, and the SFRC's report. The UFRC shall not make specific
1626 recommendations regarding reappointment. The report will contain the signatures of
1627 all UFRC committee members. Deliberations of this committee are confidential.

1628
1629 Any UFRC member(s) who disagree(s) with the majority report may submit a
1630 minority report to the provost, the UFRC, and the faculty member along with the
1631 majority report.

1632
1633 4. Evaluation of Adjunct Faculty

1634
1635 The dean, department chair, program coordinator/director or the administrative
1636 equivalent shall base the evaluation of adjunct faculty on the syllabus of the course
1637 presented and may attend one or more class meeting to evaluate the teaching performance
1638 of the adjunct. Following a classroom visit, the evaluator shall make a summary report as
1639 to the teaching effectiveness of the adjunct faculty member, and the report shall be shared
1640 with the faculty member and the dean. The faculty member may provide a written
1641 response to the report to the dean within ten (10) business days.

1642
1643 The dean, department chair or program coordinator/director may assign the evaluation
1644 function to a tenured member of the faculty in a discipline as closely related to the
1645 discipline of the adjunct faculty member as possible.

1646

1647 5. Evaluation of Visiting Faculty

1648

1649 Visiting faculty will undergo a non-comprehensive review as described below each year
1650 of appointment except in their last year of appointment.

1651

1652 Meeting with Dean

1653

1654 With respect to visiting professors, by October 31, the appropriate dean and the visiting
1655 professor shall meet to discuss the criteria as stated in this CBA which will be utilized
1656 during the non-comprehensive review process.

1657

1658 While there may be discipline-specific criteria or criteria necessary to achieve/maintain
1659 accreditation standards, those criteria shall be clearly stated in the letter of appointment,
1660 and in no case shall such criteria conflict with the terms of the CBA. If changes occur in
1661 evaluation criteria as a result of a revised CBA, the dean will notify the visiting professor
1662 in writing.

1663

1664 The results of any such meeting shall be reduced to writing and provided to the faculty
1665 member within fifteen (15) business days from the date of the meeting.

1666

1667 Summary Self Study

1668

1669 The summary self-study required for the non-comprehensive review of a visiting faculty
1670 member shall be delivered to the Dean on or before April 1. In the summary self-study,
1671 as described in the form set forth in Appendix E “Self-Study Guidelines”, the visiting
1672 professor shall briefly describe their professional activities in the areas of teaching,
1673 service, and scholarship during the prior year.

1674

1675 Classroom Observations & Student Course Surveys

1676

1677 The dean may consider the results of student course surveys and the reports of classroom
1678 observations.

1679

1680 Role of the Dean

1681

1682 The dean shall provide an appropriate report in writing to the visiting professor by May
1683 15. The report may identify any concerns the dean may have with respect to the faculty
1684 member’s performance and reappointment. The faculty member may provide a written
1685 response to the report of the dean on or before May 29.

1686

1687 Schedule of Visiting Professor Review

1688

1689	October 31	Meeting with dean
1690	April 1	Faculty submits self-study
1691	May 15	Dean issues report
1692	May 29	Faculty deadline for submitting written response to Dean’s report

1693

1694

1695 6. Evaluation of Lecturers

1696

1697 Lecturers shall undergo two types of performance evaluations: non-comprehensive and
1698 comprehensive.

1699

1700 Lecturers will undergo a non-comprehensive review every year except every fourth year
1701 of continuous service in a lecturer appointment, when a comprehensive review is
1702 required.

1703

1704 The purpose of the non-comprehensive-review of lecturers provides an opportunity for
1705 lecturer to inform the dean, in summary form, of their professional accomplishments
1706 achieved the previous year and to permit the dean to respond and help guide the faculty
1707 member with respect to their future development in teaching and service.

1708

1709 The purpose of the comprehensive review is to provide advice to the lecturer as to
1710 whether they have achieved acceptable standards of performance with respect to each of
1711 the areas of evaluation – teaching (or as applicable to faculty librarians, professional
1712 competence and program development) and service – and also to provide guidance as to
1713 what areas of improvement would be expected over the period of reappointment if
1714 reappointment is granted by the University.

1715

1716 a. Process of Non-Comprehensive Evaluation Review for Lecturers

1717

1718 Meeting with Dean

1719

1720 By October 1 of their first year, the appropriate dean and the lecturer shall meet and
1721 discuss the criteria as stated in this CBA which will be utilized during the review. If
1722 changes occur in these criteria, the appropriate dean will notify the lecturer. While
1723 there may be discipline-specific criteria or criteria necessary to achieve/maintain
1724 accreditation standards, that criteria shall be clearly stated in the letter of
1725 appointment, and in no case shall such criteria conflict with the terms of the CBA. If
1726 changes occur in evaluation criteria as a result of a revised CBA, the dean will notify
1727 the lecturer in writing.

1728

1729 The results of any such meeting shall be reduced to writing and provided to the
1730 faculty member within fifteen (15) business days from the date of the meeting.

1731

1732 Summary Self-Study

1733

1734 The summary self-study required for the non-comprehensive review shall be
1735 delivered to the Dean on or before April 1. In the summary self-study, in the form as
1736 set forth in Appendix E “Self-Study Guidelines”, the lecturer shall briefly describe
1737 their professional activities in the areas of teaching (or as applicable to faculty
1738 librarians, professional competence, and program development) and service during
1739 the prior year. In the lecturer’s first year, the advising load will be no more than ten
1740 advisees. The category of Scholarship is not required for evaluation of lecturers.

1741

1742

1743 Role of the Dean

1744
1745 The dean shall provide a report in writing to the lecturer member by May 15. The
1746 report may identify any concerns the dean may have with respect to the faculty
1747 member’s performance in the areas of teaching (or as applicable to faculty librarians,
1748 professional competence and program development) and service. The lecturer may
1749 provide a written response to the report of the dean on or before May 29. The dean
1750 shall send a copy of their report, together with the lecturer’s response, if any, to the
1751 provost.

1752
1753 Classroom Observations & Student Course Surveys

1754
1755 The dean may consider the results of student course surveys and the reports of
1756 classroom observations.

1757
1758 Role of the Provost

1759
1760 The provost will determine if the lecturer is meeting or exceeding the standards for
1761 reappointment as outlined in this Article and will issue a final decision regarding
1762 renewal by June 30. The lecturer may respond to the provost’s decision by July 15.

1763
1764 Schedule of Lecturer Faculty Non-Comprehensive Review

1765		
1766	October 1 of first year	Meeting with dean
1767	April 1	Faculty submits self-study
1768	May 15	Dean issues report
1769	May 29	Faculty deadline for submitting written response to dean’s
1770		report
1771	June 30	Provost issues report
1772	July 15	Faculty deadline for submitting written response to
1773		provost’s report
1774		

1775 b. Process of Comprehensive Review for Lecturers

1776
1777 The comprehensive review of lecturers will take place in accordance with the
1778 schedule set forth in this article and will be conducted by the School Faculty Review
1779 Committee (SFRC), the Dean, and the Provost.

1780
1781 Detailed self-study

1782
1783 The detailed self-study required for lecturer comprehensive review shall be submitted
1784 by the lecturer to the electronic file system no later than September 1 of the year of
1785 evaluation.

1786
1787 The lecturer’s self-study shall be deemed complete when submitted, and the
1788 supporting evidence shall not be augmented except in the case of supporting evidence
1789 which was not available to the lecturer at the time of the original submission or as
1790 provided for in the written response to the dean and the provost.

1791

1792 In the event the lecturer needs to submit previously unavailable material to the file
1793 that has not previously been provided to the SFRC, the lecturer shall simultaneously
1794 deliver a copy to the Office of the Provost electronically. The SFRC and the dean will
1795 be notified of the addition of the new material.

1796
1797 The form and content of the self-study is set forth in Appendix E “Self-Study-
1798 Guidelines” to this Agreement.

1799
1800 Role of the SFRC

1801
1802 The lecturer comprehensive review will be conducted by the appropriate
1803 School/College Faculty Review Committee (SFRC). Deliberations of the SFRC are
1804 confidential.

1805
1806 In its report, the SFRC provides a written narrative analysis of the lecturer’s
1807 professional accomplishments and effectiveness in the areas of teaching (or as
1808 applicable to faculty librarians, professional competence and program development),
1809 and service as defined in this Article. This report may offer suggestions to the lecturer
1810 regarding the foregoing.

1811
1812 The SFRC shall not make a specific recommendation regarding reappointment. The
1813 written report shall be provided to the faculty member and the dean on or before
1814 November 15, and the faculty member shall have until November 29 to submit to the
1815 dean a written response to the SFRC report.

1816
1817 Role of the Dean

1818
1819 The dean shall provide report in writing to the faculty member by February 1. The
1820 dean’s Evaluation Report may vary in form and will address the lecturer’s
1821 effectiveness in the areas of teaching (or as applicable to faculty librarians,
1822 professional competence and program development), and service, and give include
1823 the dean’s recommendation regarding continued employment of the lecturer. The
1824 report may identify any concerns the dean may have with respect to the lecturer’s
1825 performance and offer suggestions to address these concerns. The lecturer may
1826 provide a written response to the report of the dean on or before February 15. The
1827 dean shall send a copy of their report, together with the lecturer’s response, if any, to
1828 the provost. The dean may consider the results of student course surveys and the
1829 reports of classroom observations.

1830
1831 Role of the Provost

1832
1833 The dean's report, together with materials provided by the faculty member, the SFRC
1834 report and the lecturer’s response to the dean’s report (if any), shall be forwarded to
1835 the provost by February 15.

1836
1837 The provost shall undertake an independent review all of the lecturer’s self-study
1838 materials, the SFRC report, the dean’s report, and the lecturer’s response(s) to the
1839 SFRC report and dean’s report (if any), and provide a report to the lecturer, on or
1840 before March 15, containing an evaluation of the faculty member’s effectiveness in

1841 the areas under evaluation. The provost, using their academic and managerial
1842 judgment, shall make a determination regarding the lecturer’s reappointment. The
1843 lecturer shall have the opportunity to respond in writing to the provost, with copies to
1844 the dean, by April 1. The response shall be deposited in the electronic file.

1845
1846 Classroom Observations & Student Course Surveys

1847
1848 The SFRC, dean and provost may consider the results of student course surveys and
1849 the result of classroom observations. The nature of and procedures for classroom
1850 observations and student course surveys are outlined above at Article VIII.E.1.

1851
1852 Schedule of Lecturer Comprehensive Review Summarized

1853

1854	Sept. 1	Lecturer submits materials
1855	Nov. 15	SFRC issues report
1856	Nov. 29	Lecturer’s deadline for submitting written response to SFRC report
1857	Feb. 1	Dean issues report
1858	Feb. 15	Lecturer’s deadline for submitting written response to Dean’s
1859		Report
1860	Mar. 15	Provost issues report
1861	April 1	Lecturer’s deadline for submitting written response to
1862		Provost’s Report

1863

1864 7. Review of Probationary Faculty

1865
1866 All probationary faculty members (tenure-track teaching faculty and tenure-track faculty
1867 librarians) shall undergo three types of performance evaluations: non-comprehensive,
1868 pre-tenure comprehensive, and tenure with promotion comprehensive. Each of these
1869 types is described below.

1870
1871 a. Non-Comprehensive Review of Probationary Faculty (Teaching Faculty and Faculty
1872 Librarians)

1873
1874 For a faculty member hired with six (6) years to tenure, non-comprehensive reviews
1875 will take place in the first, second, fourth and fifth years of service. In those years, the
1876 faculty member shall complete a summary self-study in the form set forth in
1877 Appendix E “Self-Study Guidelines.” The non-comprehensive self-study shall be
1878 delivered to the dean on or before April 1. Those hired with credit towards tenure
1879 follow the table in this article.

1880
1881 Reappointment as a probationary full-time faculty member demonstrates that the
1882 faculty member is performing sufficiently, as determined by the provost, for
1883 continued employment as of the date of the evaluation. However, such reappointment
1884 is not a guarantee of continued employment, reappointment, or tenure with
1885 promotion.

1886
1887 The purpose of the non-comprehensive review is to provide an opportunity for
1888 probationary faculty to inform the dean, in summary form, of their professional
1889 accomplishments achieved during the previous year in the three areas of evaluation—

1890 teaching (or as applicable to faculty librarians, professional competence and program
1891 development) scholarship, and service—and to permit the dean to respond and help
1892 guide the faculty member with respect to their future development in these areas, as
1893 well as to communicate clear expectations for improvement where necessary.

1894
1895 i. Process of Non-Comprehensive Review for Probationary Faculty

1896
1897 Meeting with the Dean

1898
1899 With respect to probationary faculty members, at the beginning of their first
1900 year, the appropriate dean and the probationary faculty member shall meet and
1901 discuss the criteria as stated in this CBA which will be used during the non-
1902 comprehensive review process. If changes occur in evaluation criteria as a
1903 result of a revised CBA or a confirmed agreement between RWU and the
1904 RWUFA, the dean will notify the probationary faculty member in writing.

1905
1906 While there may be discipline-specific criteria or criteria necessary to
1907 achieve/maintain accreditation standards, those criteria shall be clearly stated
1908 in the letter of appointment, and in no case shall such criteria conflict with the
1909 terms of this agreement.

1910
1911 The results of any meeting under this paragraph shall be reduced to writing
1912 and provided to the faculty member within fifteen (15) business days from the
1913 date of the meeting.

1914
1915 Summary Self Study

1916
1917 The summary self-study required for the non-comprehensive review shall be
1918 submitted by the faculty member to the electronic file system no later than
1919 April 1 of the year of evaluation. In the summary self-study, in the form as set
1920 forth in Appendix E “Self-Study Guidelines”, the faculty member shall briefly
1921 describe their professional activities in the areas of teaching (or as applicable
1922 to faculty librarians, professional competence and program development),
1923 scholarship and service during the prior year.

1924
1925 Role of the Dean

1926
1927 The dean shall provide a report in writing to the faculty member by May 15.
1928 The report may identify any concerns the dean may have with respect to the
1929 faculty member’s progress toward tenure with promotion and offer
1930 suggestions to address these concerns. The faculty member may provide a
1931 written response to the report of the dean on or before May 29. The dean shall
1932 send a copy of their report, together with the faculty member’s response, if
1933 any, to the provost.

1934
1935 Classroom Observations & Student Course Surveys

1936
1937 The dean may consider the results of student course surveys and the reports of
1938 classroom observations.

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Role of the Provost

The provost will review all of the faculty member’s self-study materials, the SFRC report, the dean’s report, and the faculty member’s response(s) to the SFRC report and the dean’s report (if any), to determine if the faculty member is meeting or exceeding the standards for reappointment as outlined in this Article and will issue a final decision regarding renewal by June 30. The faculty member may respond in writing to the provost’s decision by July 15.

Schedule of Probationary Faculty Non-Comprehensive Review

During the first semester	Meeting with dean
During subsequent semesters:	
April 1	Faculty submits self-study
May 15	Dean issues report
May 29	Faculty deadline for submitting written response to dean’s report
June 30	Provost issues decision
July 15	Faculty deadline for submitting response to provost’s decision

Outcome

A probationary faculty member who receives notice of non-reappointment following their first or second year non-comprehensive evaluation shall receive a one-semester terminal appointment provided the provost is notified of the faculty member’s desire to serve a terminal semester within twenty one (21) calendar days of the faculty member having received final notice. A probationary faculty member who receives notice of non-reappointment following their-fourth or fifth year non-comprehensive evaluation shall receive a one-year terminal appointment- provided the provost is notified of the faculty member’s desire to serve a terminal semester within twenty one (21) calendar days of the faculty member having received final notice.

b. Pre-Tenure Comprehensive Review of Probationary Faculty (Teaching Faculty and Faculty Librarian)

The pre-tenure comprehensive review will be the only comprehensive review of the performance of the probationary faculty member between the date of hire and the tenure with promotion review. The pre-tenure comprehensive review of probationary faculty will take place in accordance with the schedule set forth in this article-and will be conducted by the School Faculty Review Committee (SFRC), the dean, and the provost.

The purpose of the pre-tenure comprehensive review is to evaluate the progress made to that point by a tenure-track faculty member for the purpose of providing advice to the faculty member as to whether they have achieved effectiveness in each of the three areas of evaluation—teaching (or as applicable to faculty

1988 librarians, professional competence and program development), scholarship, and
1989 service—and also to provide guidance as to what areas of improvement would be
1990 expected over the period(s) of reappointment that precede their application for
1991 tenure.

1992
1993 i. Process of Pre-tenure Comprehensive Review of Probationary Faculty

1994
1995 Detailed self-study

1996
1997 The detailed self-study required for pre-tenure comprehensive review shall be
1998 submitted by the faculty member to the electronic file system no later than
1999 September 1 of the year of evaluation.

2000
2001 The faculty member’s self-study shall be deemed complete when submitted,
2002 and the supporting evidence shall not be augmented except in the case of
2003 supporting evidence which was not available to the faculty member at the time
2004 of the original submission or as provided for in the written response to the
2005 dean and the provost.

2006
2007 In the event the faculty member needs to submit previously unavailable
2008 material to the file that has not previously been provided to the SFRC, the
2009 faculty member shall deliver a copy to the Office of the Provost electronically.
2010 The SFRC and the dean will be notified of the addition of the new material.

2011
2012 The form and content of the self-study report is set forth in Appendix E “Self-
2013 Study Guidelines” to this Agreement.

2014
2015 Role of the SFRC

2016
2017 The pre-tenure comprehensive review will be conducted by the appropriate
2018 School/College Faculty Review Committee (SFRC). Deliberations of the
2019 SFRC are confidential.

2020
2021 In its report, the SFRC provides a written narrative analysis of the faculty
2022 member’s professional accomplishments and effectiveness in the areas of
2023 teaching (or as applicable to faculty librarians, professional competence and
2024 program development), scholarship, and service as defined in this Article.
2025 This report may offer suggestions to the faculty member regarding
2026 professional enhancements to their credentials that might strengthen their file
2027 and standing with respect to their future application for tenure.

2028
2029 The SFRC shall not make a specific recommendation regarding
2030 reappointment. The written report shall be provided to the faculty member and
2031 the dean on or before November 15, and the faculty member shall have until
2032 November 29 to submit to the dean a written response to the SFRC report.

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Role of the Dean

The dean shall provide a report in writing to the faculty member by February 1. The dean’s evaluation report may vary in form and will address the faculty member’s effectiveness in the three categories of evaluation, teaching (or as applicable to faculty librarians, professional competence and program development), scholarship, and service, and include the dean’s recommendation regarding continued employment of the faculty member. The report may identify any concerns the dean may have with respect to the faculty member’s progress toward tenure with promotion and offer suggestions to address these concerns. The faculty member may provide a written response to the report of the dean on or before February 15. The dean shall send a copy of their report, together with the faculty member’s response, if any, to the provost. The dean may consider the results of student course surveys and the reports of classroom observations.

Role of the Provost

The dean's report, together with materials provided by the faculty member, the SFRC report and the faculty member’s response to the dean’s report (if any), shall be forwarded to the provost by February 15.

The provost shall undertake an independent review all of the materials and provide a report to the faculty member, on or before March 15, containing an evaluation of the faculty member’s effectiveness in teaching, scholarship and service.

The provost, using their academic and managerial judgment, shall make a determination regarding the faculty member’s reappointment. The faculty member shall have the opportunity to respond in writing to the provost, with copies to the dean, by April 1. The response shall be deposited in the electronic file.

Classroom Observations & Student Course Surveys

The SFRC, dean and provost may consider the results of student course surveys and the result of classroom observations. The nature of and procedures for classroom observations and student course surveys are outlined above at Section E.1

Schedule of Pre-Tenure Comprehensive Review Summarized

Sept. 1	Faculty member submits self-study
Nov. 15	SFRC issues report
Nov. 29	Faculty deadline for response to SFRC report
Feb. 1	Dean issues report
Feb. 15	Faculty deadline for response to Dean’s report
Mar. 15	Provost issues report
April 1	Faculty deadline for response to provost’s report

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Outcome

A probationary faculty member who receives notice of non-reappointment following a pre-tenure comprehensive review shall receive a one-year terminal appointment provided the provost is notified of the faculty member's exercise of the option set forth at Article IX.B within twenty-one (21) calendar days of receipt of the non-reappointment notice.

- c. Comprehensive Review for Consideration for Tenure-Only or Tenure with Promotion (Teaching Faculty and Faculty Librarians)

Description

Evaluation for tenure is a cumulative process. The evaluation of a full-time faculty member for tenure with promotion determines whether they demonstrate a level of performance in the three (3) respective categories of evaluation described above for teaching faculty or faculty librarians warranting tenure pursuant to the standards described at Section D.2 of this Article.

If evaluation criteria are changed in a successor collective bargaining agreement within the two-year period prior to the tenure evaluation, a candidate for tenure may, at their request, elect to be reviewed according to the criteria in effect during the year of the candidate's most recent comprehensive pre-tenure review. Such a request must be submitted in writing and will inform the dean no later than April 15 the year before review. This letter will be included as part of the tenure application.

A faculty member may apply for tenure only once. Tenure cannot be awarded by default or omission of any action by or on behalf of RWU.

The award of tenure is effective on July 1.

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

The President, and where applicable the Board of Trustees, have the sole authority to make all final decisions with respect to tenure and tenure with promotion.

Requirements for Tenure

An assistant professor shall apply for tenure with promotion in the final year of their probationary period.

1. To be considered for tenure with promotion, a member of the teaching faculty must:
 - a. hold a terminal degree from a nationally or regionally accredited institution of higher education or internationally renowned institution

2133 of higher education in the academic or professional discipline to be
2134 taught or equivalent professional attainment showing marked ability or
2135 potential as a higher education teaching professional;

2136
2137 b. have completed a minimum of three (3) years of experience as
2138 assistant professor at an accredited institution of higher education, or
2139 satisfied the eligibility requirements specified in their letter of
2140 appointment; and

2141
2142 c. demonstrate excellent performance in teaching, scholarship and
2143 service as documented in their comprehensive self-study.

2144
2145 2. To be considered for tenure with promotion, a faculty librarian must:

2146
2147 a. hold the degree of Master of Library Science from an institution
2148 accredited to grant such degrees by the American Library Association;

2149
2150 b. have completed a minimum of three (3) years of full-time experience
2151 as an assistant professor in the library (or equivalent) at an accredited
2152 institution of higher education; and

2153
2154 c. demonstrate excellent performance in professional competence and
2155 program development and has made distinctive contributions in
2156 professional and/or creative activity and institutional/public service as
2157 documented in the individual's comprehensive evaluations.

2158
2159 For Consideration for Tenure-Only

2160
2161 An associate professor or full professor who is not yet tenured may apply for
2162 tenure alone. An associate professor in this case may reserve the right to apply for
2163 promotion to full professor at a later date.

2164
2165 The purpose of the tenure-only comprehensive review for a faculty member
2166 appointed as an untenured associate professor is to evaluate a faculty member
2167 with respect to each of the three areas of evaluation (teaching, scholarship, and
2168 service for teaching faculty; and professional competence and development;
2169 scholarship, and service for faculty librarians) and to provide a recommendation
2170 based on the evaluation as to whether the faculty member should be awarded
2171 tenure.

2172
2173 For Consideration for Tenure with Promotion

2174
2175 Assistant professors applying for tenure will automatically be promoted to
2176 associate professor upon the award of tenure. An associate professor appointed
2177 without tenure can only apply for promotion to full professor at the time of
2178 consideration for tenure if they meet the eligibility requirements for submitting a
2179 promotion application as described above.

2180

2181 The purpose of the tenure with promotion comprehensive review is to evaluate a
2182 faculty member with respect to each of the three areas of evaluation (teaching,
2183 scholarship, and service for teaching faculty; and professional competence and
2184 development, scholarship, and service for faculty librarians)—and to provide a
2185 recommendation based on the evaluation as to whether the faculty member should
2186 be awarded tenure with promotion to associate professor.
2187

2188 a. Process of the Comprehensive Review for Tenure-Only and Tenure with
2189 Promotion

2190 Meeting with the Dean

2191
2192 With respect to probationary faculty members undergoing tenure review, no later
2193 than April 1 of the year preceding their tenure application, the appropriate dean
2194 and the faculty member shall meet and discuss the criteria as stated in this
2195 Agreement which will be utilized during the cumulative evaluative process. If
2196 changes occur in these criteria as the result of a revised CBA, the dean will notify
2197 the probationary faculty member.
2198

2199 While there may be discipline-specific criteria or criteria necessary to
2200 achieve/maintain accreditation standards, those criteria shall be clearly stated in
2201 the letter of appointment, and in no case shall such criteria conflict with the terms
2202 of the CBA. The results of any such meeting shall be reduced to writing and
2203 provided to the faculty member within fifteen (15) business days from the date of
2204 the meeting.
2205

2206 Detailed Self-Study

2207
2208 A detailed self-study, the form and content of which are described in Appendix E
2209 “Self-Study Guidelines” shall be submitted by the faculty member to the
2210 electronic submission system no later than September 1 of the year of evaluation.
2211

2212 The faculty member’s self-study shall be deemed complete when submitted, and
2213 any supporting evidence shall not be augmented, except in the case of supporting
2214 evidence which was not available to the MBU at the time of the original
2215 submission or as provided for in the written response to the dean and the provost.
2216 Such previously unavailable supporting evidence will be promptly be supplied
2217 electronically by the faculty member to the Office of the Provost, at which time it
2218 will be included in the self-study and made available to any remaining reviewers
2219 and/or review bodies.
2220

2221 Role of the SFRC

2222
2223 In its report, the SFRC provides a written narrative analysis of the faculty
2224 member’s professional accomplishments and levels of effectiveness in the areas
2225 of teaching (or as applicable to faculty librarians, professional competence and
2226 program development), scholarship, and service according to the contractual
2227 standards as outlined in this Article. This report may offer suggestions to the
2228 faculty member.

2229
2230 The SFRC shall not make a specific recommendation regarding the award of
2231 tenure, and as applicable, promotion. The written report shall be provided to the
2232 faculty member and the dean on or before October 15, and the faculty member
2233 shall have until October 29 to submit to the dean a written response to the SFRC
2234 report.

2235 2236 Role of the Dean

2237
2238 The dean shall review all of the material available including, but not limited to,
2239 the report from the SFRC and any faculty written response to that report, and
2240 prepare a dean's report, delivered to the faculty member on or before December
2241 15.

2242
2243 The dean's report will address the faculty member's effectiveness in teaching (or
2244 as applicable to faculty librarians, professional competence and program
2245 development), scholarship, and service, and include the dean's recommendation
2246 regarding the awarding of tenure, and as applicable, tenure with promotion.
2247 The faculty member may provide a written response to the report of the dean on
2248 or before December 29. The dean shall send a copy of their report, together with
2249 the faculty member's response, if any, to the provost and the UFRC.

2250 2251 Role of the UFRC

2252
2253 The UFRC shall receive the self-study, the SFRC report, and the dean's
2254 recommendation, along with any faculty responses, and will provide an
2255 independent analysis of levels of effectiveness in the areas of teaching (or as
2256 applicable to faculty librarians, professional competence and program
2257 development), scholarship, and service according to the contractual standards
2258 based on the self-study, the dean's report and the SFRC's report. The UFRC shall
2259 not make a specific recommendation regarding the awarding of tenure, and as
2260 applicable, tenure with promotion.

2261
2262 The UFRC report is due to the provost and the faculty member by February 28.

2263
2264 The faculty member may provide a written response to the UFRC report, to be
2265 sent to the provost and the UFRC chair, by March 14.

2266 2267 Role of the Provost

2268
2269 The provost shall undertake an independent review all of the faculty member's
2270 self-study materials, the SFRC report, the dean's report, the UFRC report, and the
2271 faculty member's response(s) to the SFRC report, the dean's report, and the
2272 UFRC report (if any).
2273 Following this review, the provost shall issue a report and recommendation
2274 concerning the faculty member's application for tenure, and as applicable,
2275 promotion. The report and recommendation of the provost shall be delivered to
2276 the UFRC, the faculty member, and the president on or before April 30.

2277

2278 The faculty member under review may submit to the president a written response
2279 to the provost's report before May 14, with copies to the Provost and the UFRC.
2280

2281 Role of the President and the Board of Trustees

2282
2283 In the event the provost recommends that tenure with promotion be awarded, and
2284 if the president agrees with the provost's recommendation to confer tenure with
2285 promotion, the president will, by Commencement, issue a recommendation to the
2286 Board of Trustees concerning the application for tenure, or as applicable,
2287 application for tenure with promotion.
2288

2289 In the event the provost does not recommend tenure with promotion, the faculty
2290 member may file with the President a written appeal of that recommendation by
2291 May 14. In the event of an appeal to the provost's recommendation to not award
2292 tenure with promotion, the president will review all materials, including any
2293 supplemental letters from the UFRC and the faculty member and will issue a
2294 decision by June 15.
2295

2296 It is understood that the president and, when applicable, the Board of Trustees,
2297 have the authority to make all final decisions with respect to tenure with
2298 promotion.
2299

2300 Final tenure with promotion decisions are made by the president and the Board
2301 considering: (1) the criteria in this Agreement; (2) the recommendations of the
2302 faculty review committees, the deans, and the provost; (3) the evaluative
2303 background of the candidate; and (4) the specifically identified interests of the
2304 University.
2305

2306 Tenure and tenure with promotion can only be awarded upon the affirmative act
2307 of the Board of Trustees. Tenure or tenure with promotion cannot be awarded by
2308 default or omission of any action by or on behalf of RWU.
2309

2310 Classroom Observations & Student Course Surveys

2311
2312 The SFRC, UFRC, dean, provost, and president may consider the results of
2313 student course surveys and the result of classroom observations. The nature of and
2314 procedures for classroom observations and student course surveys are outlined
2315 above at Section VIII.E.1.
2316

2317 Schedule of Tenure with Promotion Comprehensive Review

2318		
2319	Sept 1	Faculty submits materials to relevant Dean who forwards to
2320		SFRC
2321	Oct. 15	SFRC issues report to Dean
2322	Oct. 29	Deadline for Faculty response to SFRC report
2323	Dec 15	Dean issues report
2324	Dec. 29	Faculty deadline for response to Dean's report
2325	Feb. 28	UFRC issues report
2326	Mar. 14	Faculty deadline for submitting response to UFRC report

2327	Apr 30	Provost issues report and recommendation
2328	May 14	Faculty deadline for response to Provost's report and recommendation
2329		
2330	Commencement	President issues decision, if affirmative
2331	June 15	President issues report and decision in the event of an appeal
2332		
2333		

2334 Outcome

2335
 2336 A probationary faculty member who receives notice of non-reappointment
 2337 following a tenure comprehensive review shall receive a one-year terminal
 2338 appointment, provided the provost is notified of the faculty member's desire to
 2339 serve a terminal year within twenty-one (21) calendar days of the faculty member
 2340 having received final notice.

2341
 2342 8. Evaluation of Tenured Faculty for Promotion to Professor

2343
 2344 The comprehensive review for promotion to professor examines a faculty member's
 2345 record of performance with respect to teaching, scholarship and service for teaching
 2346 faculty; or effectiveness in professional competence and program development,
 2347 scholarship, and service for faculty librarians and provides a recommendation as to
 2348 whether the faculty member meets the criteria to be awarded promotion.

2349
 2350 a. Requirements for Promotion from Associate Professor to Professor (Teaching
 2351 Faculty)

2352
 2353 An associate professor among the teaching faculty is a full-time faculty member,
 2354 normally with tenure, who holds a terminal degree from a nationally or regionally
 2355 accredited institution of higher education or internationally renowned institution of
 2356 higher education or equivalent professional attainment and who, as determined by the
 2357 President of the University or their designee, is qualified and best meets the needs of
 2358 the University. An associate professor who is not yet tenured may apply for tenure
 2359 alone and reserve the right to apply for promotion to full professor at a later date.

2360
 2361 An eligible associate professor of the teaching faculty may be recommended for
 2362 promotion to full professor if they:

- 2363
- 2364 ● hold a terminal degree from a nationally or regionally accredited institution of
 2365 higher education or internationally renowned institution of higher education in
 2366 the academic or professional discipline to be taught, or equivalent professional
 2367 attainment showing marked ability, or potential as a higher education teaching
 2368 professional;
 - 2369 ● have completed a minimum of ten (10) years of experience in full-time
 2370 teaching, at least five (5) of which must have been as an associate professor at
 2371 an accredited institution of higher education; and
 - 2372 ● demonstrate excellent performance in teaching effectiveness and has made
 2373 distinguished contributions in professional, scholarly and/or creative activity
- 2374
 2375

2376 and institutional/public service as described in the faculty member’s self-study
2377 and evaluations.

2378
2379 b. Requirements for Promotion from Associate Professor to Professor (Faculty
2380 Librarians)

2381
2382 An associate professor among the faculty librarians is a full-time, faculty member
2383 who holds a Master of Library Science degree from an institution accredited to
2384 grant such degrees by the American Library Association and who, as determined
2385 by the President of the University or their designee, is qualified and best meets the
2386 needs of the University. An associate professor who is not yet tenured may apply
2387 for tenure alone and reserve the right to apply for promotion to full professor at a
2388 later date.

2389
2390 An eligible associate professor among the faculty librarians may be recommended
2391 for promotion to professor in the library if they:

- 2392
2393 ● hold the degree of Master of Library Science from an institution accredited to
2394 grant such degrees by the American Library Association;
- 2395
2396 ● complete a minimum of ten (10) years of full-time experience as a librarian, at
2397 least five (5) years of which must have been as an associate professor in the
2398 library (or equivalent) at an accredited institution of higher education; and
- 2399
2400 ● demonstrate excellent performance in professional competence and program
2401 development and has made distinguished contributions in professional and/or
2402 creative activity and institutional/public service as documented in the
2403 individual's evaluations.

2404
2405 c. Process of Comprehensive Review for Promotion to Professor for Teaching
2406 Faculty and Faculty Librarians

2407
2408 Notification

2409
2410 Faculty members who intend to seek promotion to professor shall arrange
2411 classroom observations no later than the spring semester prior to the semester of
2412 the review.

2413
2414 Detailed Self-Study

2415
2416 A detailed self-study, the form and content of which are described in Appendix E
2417 “Self-Study Guidelines”, shall be submitted by the faculty member to the
2418 electronic submission system-

2419
2420 The faculty member’s self-study shall be deemed complete when submitted, and
2421 any supporting evidence shall not be augmented, except in the case of supporting
2422 evidence which was not available to the MBU at the time of the original
2423 submission or as provided for in the written response to the dean and the provost.
2424 Such previously unavailable supporting evidence will be promptly be supplied

2425 electronically by the faculty member to the Office of the Provost, at which time it
2426 will be included in the self-study and made available to any remaining reviewers
2427 and/or review bodies

2428

2429 Role of the SFRC

2430

2431 In its report, the SFRC provides a written narrative analysis of the faculty
2432 member's professional accomplishments and levels of effectiveness in the areas
2433 of teaching (or as applicable to faculty librarians, professional competence and
2434 program development), scholarship, and service according to the contractual
2435 standards as described in this Article. This report may offer suggestions to the
2436 faculty member.

2437

2438 The SFRC shall not make a specific recommendation regarding promotion. The
2439 written report shall be provided to the faculty member and the dean on or before
2440 October 15, and the faculty member shall have until October 29 to submit to the
2441 dean a written response to the SFRC report.

2442

2443 Role of the Dean

2444

2445 The dean shall review all of the material available including, but not limited to,
2446 the report from the SFRC and any faculty written response to that report, and
2447 prepare a dean's report, delivered to the faculty member on or before December
2448 15.

2449

2450 The dean's report will address the faculty member's effectiveness in teaching or
2451 professional competence and program development, scholarship, and service, and
2452 include the dean's recommendation regarding promotion.

2453

2454 The faculty member may provide a written response to the report of the dean on
2455 or before December 29.

2456

2457 The dean may consider the results of student course surveys and the result of
2458 classroom observations.

2459

2460 Role of the UFRC

2461

2462 The UFRC shall consider the self-study, the SFRC report, and the dean's
2463 recommendation, along with any faculty responses, and will provide an
2464 independent analysis of levels of effectiveness in the areas of teaching (or as
2465 applicable to faculty librarians, professional competence and program
2466 development), scholarship, and service according to the contractual standards
2467 based on the self-study, the dean's report, and the SFRC's report, along with any
2468 faculty responses. The UFRC shall not make a specific recommendation
2469 regarding promotion.

2470

2471 The UFRC report is due to the provost and the faculty member on February 28.

2472

2473 The faculty member may provide a written response to the UFRC report, to be
2474 sent to the provost and the UFRC chair, by March 14.

2475
2476 Role of the Provost

2477
2478 The provost shall undertake an independent review all of the faculty member's
2479 self-study materials, the SFRC report, the dean's report, the UFRC report, and the
2480 faculty member's response(s) to the SFRC report, the dean's report, and the
2481 UFRC report (if any).

2482
2483 Following this review, the provost shall issue a report and recommendation
2484 concerning the faculty member's application for promotion. The report and
2485 recommendation of the provost shall be delivered to the UFRC, the faculty
2486 member, and the president on or before April 30.

2487
2488 The faculty member under review may submit to the president a written response
2489 to the provost's report on or before May 14, with copies to the provost and UFRC.

2490
2491 Role of the President

2492
2493 In the event the provost recommends promotion be awarded, and if the president
2494 agrees with the provost's recommendation, the president will, by Commencement,
2495 issue a recommendation to the Board of Trustees concerning the application for
2496 promotion.

2497
2498 In the event the provost does not recommend promotion, the faculty member may
2499 file a written appeal of that recommendation to the president by May 14. In the
2500 event of an appeal to the provost's recommendation to not promote, the president
2501 will review all materials, including any supplemental letters from the UFRC and
2502 the faculty member and will issue a decision by June 15.

2503
2504 It is understood that the president and, when applicable, the Board of Trustees,
2505 have the authority to make all final decisions with the promotion of tenured
2506 faculty.

2507
2508 Final promotion decisions are made by the president and the Board considering:
2509 (1) the criteria in this Agreement; (2) the recommendations of the faculty review
2510 committees, the deans and the provost; (3) the evaluative background of the
2511 candidate; and (4) the specifically identified interests of the University.

2512
2513 Promotion can only be awarded upon the affirmative act of the Board of Trustees.
2514 Promotion cannot be awarded by default or omission of any action by or on behalf
2515 of RWU.

2516
2517 Classroom Observations and Student Course Surveys/Teaching Faculty

2518
2519 The SFRC, UFRC, dean, provost, and president may consider the results of
2520 student course surveys and the result of classroom observations. The nature of and

2521 procedures for classroom observations and student course surveys is outlined
2522 above at Section E.1.

2523

2524 Schedule of Review for Promotion to Professor

2525

2526	Sept 1	Faculty submits material to dean
2527	Oct 15	SFRC issues report
2528	Oct 29	Faculty deadline for written response
2529	Dec 15	Dean issues report
2530	Dec 29	Deadline for faculty response to dean's report
2531	Feb 28	UFRC issues report
2532	Mar 14	Deadline for faculty response to UFRC report
2533	Apr 30	Provost issues report and recommendation
2534	May 14	Faculty deadline for response to Provost's report
2535	Commencement	President issues decision, if affirmative
2536	June 15	President issues report and decision in the event of an
2537		appeal

2538

2539 Outcome

2540

2541 Individuals denied promotion may utilize the grievance procedure if they believe
2542 their contractual rights have been violated.

2543

2544 9. Post-Tenure Review

2545

2546 Every eighth (8th) year after tenure has been awarded, or in the eighth (8th) year after a
2547 promotion, whichever is later, an evaluation of the professional performance of the
2548 tenured faculty member will be undertaken in accordance with the procedures set forth in
2549 this Article.

2550

2551 a. Basic Elements of Self-Study Requirement

2552

2553 Recognizing that peer review is important in the process of evaluation of tenured
2554 faculty, a review will be conducted by the SFRC and will be based in part on a self -
2555 study to be submitted by the faculty member to the SFRC no later than October 1 of
2556 the year of review. The form and content of the self-study report for tenured faculty
2557 (not to be confused with the elements of the self-study for untenured faculty set forth
2558 in Appendix E) are set forth in Appendix E "Self-Study Guidelines" to this
2559 Agreement.

2560

2561 The faculty member's self-study shall be deemed complete when submitted, and the
2562 supporting evidence shall not be augmented, except in the case of supporting
2563 evidence which was not available to the faculty member at the time of original
2564 submission or as provided for in the written response to the dean and the provost.

2565

2566 In the event the faculty member submits material to the dean that has not previously
2567 been provided to the SFRC, the faculty member shall deliver a copy to the Office of
2568 the Provost electronically of such material to the SFRC. The SFRC may, at its
2569 option, as a result of the submission, reconsider its review and so advise the dean.

- 2570 b. Process of Review
2571
2572 i. Role of the School Faculty Review Committee (SFRC)
- 2573 After reviewing the self-study and supporting documentation, the SFRC will
2574 prepare a report, taking specific note of the accomplishments achieved during the
2575 period of time since the previous review. In the alternative, if deemed by the
2576 SFRC to be appropriate, the SFRC may make recommendations for further
2577 professional development in the areas of teaching, scholarship and service. The
2578 written report shall be provided to the faculty member and the dean on or before
2579 December 15, and the faculty member shall have fourteen (14) days within which
2580 to submit to the dean a written response to the SFRC report.
- 2581 ii. Role of the Dean & Provost
2582
2583 The dean shall review all of the material available including, but not limited to,
2584 the report from the SFRC, and prepare a dean’s report on or before February
2585 1. The dean’s report may vary in form and will address the faculty member’s
2586 accomplishments in the three categories of teaching, scholarship, and
2587 service. The dean may also respond with recommendations for further
2588 professional development in any of the three categories. The faculty member shall
2589 have an opportunity to respond in writing to the dean’s evaluation report on or
2590 before February 15. The dean shall then submit their evaluation report in writing
2591 to the provost, with a copy to the faculty member. The provost will issue their
2592 report, with a copy to the dean and faculty member on or before March 30.
- 2593 iii. Classroom Observations & Student Course Surveys
2594
2595 The SFRC review will also include the results of student course surveys and
2596 results of classroom observations by the dean of the school and/or department
2597 chair. See Article VIII.E.1.
2598
2599
- 2600 iv. Schedule of Post-Tenure Review
- 2601 Oct. 1 Faculty submits materials
2602 Dec. 15 SFRC issues report
2603 Dec. 29 Faculty deadline for submitting written response to SFRC report
2604 Feb. 1 Dean issues report
2605 Feb. 15 Faculty deadline for submitting written response to Dean’s Report
2606 Mar. 30 Provost issues report
2607

2608 F. OVERALL SCHEDULE OF EVALUATIONS SUMMARIZED
 2609
 2610 TENURED AND TENURE-TRACK FACULTY
 2611

	Pre-tenure Non- Comprehensive Review	Pre-Tenure Comprehensive Review	Tenure, Tenure with Promotion OR Promotion to Full Professor Comprehensive Review	Post-Tenure Review
Meeting with dean	Beginning of first year	--	--	Three years prior to year of review
Faculty Submits Materials	April 1	Sept. 1	Sept. 1	October 1
SFRC Issues Report	--	Nov. 15	Oct. 15	Dec. 15
Faculty Deadline for Written Response	--	Nov. 29	Oct. 29	Dec. 29
Dean Issues Report	May 15	Feb. 1	Dec. 15	Feb. 1
Faculty Deadline for Written Response	May 29	Feb. 15	Dec. 29	Feb. 15
UFRC Issues Report	--	--	Feb. 28	--
Faculty Deadline for Written Response	--	--	Mar. 14	--
Provost Issues Report	June 30	Mar. 15	Apr. 30	Mar. 30
Faculty Deadline for Written Response	July 15	April 1	May 14	--
President issues Affirmative report			Commencement	
President Issues Report (in event of appeal)			June 15	--

2612

2613 LECTURERS

	<u>Lecturer</u> Non- Comprehensive Review	<u>Lecturer</u> Comprehensive Review
Meeting with dean	Beginning of first year	
Faculty Submits Materials	April 1	Sept. 1
SFRC Issues Report	--	Nov. 15
Faculty Deadline for Written Response to SFRC Report	--	Nov. 29
Dean Issues Report	May 15	Feb 1
Faculty Deadline for Written Response	May 29	Feb 15
Provost Issues Report	June 30	March 15
Faculty Deadline for Written Response to Provost's Report	July 15	April 1

2614

2615 Evaluations of probationary faculty members will be conducted and scheduled consistent with
 2616 the following schedule, which is based upon date of hire:
 2617

If you are hired with <i>n</i> Years to Tenure	Then you will complete these evaluation types	In these years
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		

2618
 2619 G. MISCELLANEOUS PROVISIONS RELATED TO PROCESS OF EVALUATIONS

2620 1. Member On Leave During Year of Scheduled Evaluation

2621 A tenured faculty member who is scheduled for a comprehensive evaluation may delay
 2622 his/her evaluation until the next academic year if they are on leave for a period greater
 2623 than thirty-five (35) consecutive weekdays (in which the university has scheduled classes
 2624 or final exams) during the fall semester of the evaluation year or the spring semester
 2625 immediately prior to the evaluation. To exercise the option to delay the evaluation, the
 2626 faculty member must communicate their decision to their dean, in writing, on or before
 2627 the due date for the submission of the self-study of the scheduled evaluation. Only one
 2628 such delay may be granted. Only the provost may approve a requested delay for a tenured
 2629 faculty member being evaluated under the conditions of this article.
 2630

2631 A probationary faculty member who takes a leave of more than one semester during the
2632 probationary period shall, at the election of the faculty member, have their tenure
2633 decision delayed one year. For each additional leave of more than one semester taken
2634 during the probationary period, the tenure decision will be delayed one additional year at
2635 the election of the faculty member. To exercise this option, the faculty member must
2636 communicate their decision to their dean by writing on or before the due date for the self-
2637 study.

2638
2639 A probationary faculty member who takes a leave of one semester or less (but more than
2640 thirty-five (35) consecutive weekdays during which the University has scheduled classes
2641 or final exams) since their initial appointment or last comprehensive evaluation,
2642 whichever is most recent, has the choice to be evaluated on schedule or to delay their
2643 evaluation one year and therefore extend the probationary period one year. To exercise
2644 the option to delay the evaluation, the faculty member must communicate their decision
2645 to their dean in writing on or before the due date for the submission of the self-study of
2646 the scheduled evaluation. Such leaves may not be given solely for the purpose of
2647 extending the probationary period.

2648
2649 2. Emergency Extension of Timelines

2650
2651 In the event of an emergency, evaluation timelines set forth herein regarding completion
2652 and communication of evaluation reports to evaluatees may be extended with the mutual
2653 consent of the parties, which shall not be unreasonably withheld.

2654
2655 3. Exceptional Appointments and Awards of Promotion and/or Tenure

2656
2657 Nothing in this Agreement should be construed to prohibit the appointment or promotion
2658 by the president of an individual of exceptional talent or accomplishment who does not
2659 meet all stated criteria or procedural requirements. In considering candidates for
2660 exceptional appointment, promotion or award of tenure, the president of the University
2661 shall consider facts including, but not limited to: (a) evidence of the ability of the
2662 candidate to render a unique academic contribution to the University; or (b) evidence of a
2663 candidate's extraordinary competence in the area of their discipline.

2664
2665 4. Faculty Members on Non-Tenure-Track Year-to-Year Appointments

2666
2667 Faculty members on non-tenure-track year-to-year appointments shall have no right of
2668 reappointment or renewal of their appointments. Further, in the event such appointments
2669 are terminated prior to the expiration of the terms of appointments, such termination may
2670 not be made for reasons that are arbitrary and/or capricious.

2671
2672 5. Quotas for Promotion Not Applicable

2673
2674 Quotas for faculty members under consideration for promotion will not be applied during
2675 the term of this Agreement.

2676
2677

ARTICLE IX
DUE PROCESS

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

B. In the case of non-tenured appointments, notice of non-renewal of appointment, as defined in A. above, shall be given in accordance with Article VIII.B.4.

1. Non-tenured and tenure-track MBUs who receive final notice of non-reappointment during their first or second year for performance shall have the option of working a terminal semester. Article VIII.E.7.a.i.

2. Non-tenured and tenure-track MBUs who receive final notice of non-reappointment during their third, fourth, fifth, or sixth year for performance shall have the option of working a terminal year. Article VIII.E.7.a.i.

3. Tenured MBUs who are terminated for performance shall have the option of working a terminal semester.

C. MBUs who are terminated for cause other than performance shall not receive either a terminal semester or a terminal year.

D. Notice of dismissal or discipline shall contain the reason(s) for such action. The RWUFA shall be informed of the action at the same time as the MBU.

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

F. At all levels of the grievance procedures, the MBU shall have the right to be present and have the right to be represented by the RWUFA, including RWUFA counsel.

ARTICLE X
GRIEVANCE PROCEDURE

A. DEFINITION

“Grievance” is an allegation by the RWUFA of a violation, misinterpretation, or misapplication of any of the terms of this Agreement and formalized by the procedure described in section B.

2721 B. PROCEDURE

2722

2723 If the RWUFA, on behalf of an MBU or group of MBUs believes that they have a basis for a
2724 grievance and have made a good faith effort to informally resolve the grievance, the following
2725 procedure shall be used:

2726

2727 Step 1: The RWUFA shall file the grievance in writing, with the provost, and the
2728 grievant's dean, with a copy to the Office of General Counsel, describing the nature of the
2729 grievance (specifically alleging the specific grounds upon which she or he maintains that
2730 the Agreement has been violated), identifying which articles of the Agreement have been
2731 violated and describing the remedy sought shall be specified in the filing.

2732

2733 The provost and the dean will meet with the president of the RWUFA and/or the
2734 grievance chair in an effort to resolve the grievance. This meeting will take place within
2735 seven (7) business days after receipt of the grievance. The provost and the dean shall
2736 communicate their disposition of the grievance to the president of the RWUFA, the
2737 grievance chair of the RWUFA, and the grievant(s) within seven (7) business days after
2738 this initial meeting. These time limits may be extended by mutual agreement of the
2739 parties.

2740

2741 Step 2: If the grievance is not resolved at Step 1, or if a decision has not been rendered
2742 within seven (7) business days, the-RWUFA may, present the grievance in writing to the
2743 President of the University, within seven (7) business days after the Step 1 decision is
2744 rendered, or should have been rendered. The president shall meet with the president of
2745 the RWUFA and/or the grievance chair in an effort to resolve the grievance. This meeting
2746 shall take place within ten (10) business days after receipt of the grievance by the
2747 president unless extended by the parties. The president their shall communicate their
2748 disposition of the grievance, in writing to the grievance chair, the president of the
2749 RWUFA, and the grievant(s), within ten (10) business days after the meeting unless
2750 extended by mutual agreement.

2751

2752 Step 3:

2753

2754 a. Mediation. If the RWUFA (1) is not satisfied with the disposition of the grievance
2755 made by the president of the University, or if no disposition has been made within ten
2756 (10) business days or a longer period as agreed to the by the parties, and (2) the
2757 RWUFA wishes to take the grievance to arbitration, the parties shall first engage in
2758 mediation with the Federal Mediation and Conciliation Service within ten (10)
2759 business days of the president's disposition in writing, or within ten (10) business
2760 days of the dates that disposition should have been rendered, whichever is sooner.
2761 Waiver of the mediation process shall require the written consent of both parties.

2762

2763 b. Arbitration. If settlement is not reached at mediation, (or, if mediation is not
2764 invoked by the parties), the RWUFA may, within ten (10) business days, submit the
2765 grievance to arbitration before an impartial arbitrator, under the rules of the American
2766 Arbitration Association (AAA). The arbitration decision shall be binding on both
2767 parties.

2768
2769 If the parties cannot agree on an arbitrator, the arbitrator shall be selected pursuant to
2770 the rules and procedures of the AAA, whose rules shall likewise govern the
2771 arbitration procedure.

2772
2773 The arbitrator shall not alter, add to or subtract from the terms of the CBA and shall
2774 render a written decision within thirty (30) days of the close of the arbitration hearing.
2775

2776 C. GENERAL CONSIDERATIONS

- 2777
- 2778 1. Any adjustment of a grievance shall be consistent with the terms of this Agreement.
2779
 - 2780 2. No reprisals of any kind shall be taken by the University or the RWUFA against any
2781 MBU for participating in or for not participating in any grievance.
2782
 - 2783 3. Except as may be otherwise specified in this Agreement, grievances must be initiated
2784 within thirty (30) business days after the grievant(s) should have been aware of the event
2785 or the action which gave rise to the grievance. Failure to file a grievance within this time
2786 shall invalidate the grievance as untimely, except in the case of a continuing grievance.
2787
 - 2788 4. The grievant(s) shall have the right to be present at all levels of the grievance procedure.
2789
 - 2790 5. The RWUFA, upon determination that a grievance is without merit because (a) it fails to
2791 clearly specify a provision of this Agreement alleged to be violated; or (b) is groundless,
2792 or (c) based on false, misleading, or unsupportable information, may decline to support
2793 the grievance at any step.
2794

2795 D. LABOR RELATIONS FORUM

2796
2797 RWU and RWUFA agree to maintain a Labor Relations Forum, consisting of three (3) members
2798 from each, designated by the University president and the RWUFA president, which forum is
2799 designed to review the administration of this Agreement and to discuss problems that may arise
2800 from time to time and to proactively engage in dispute resolution. Any member of the forum may
2801 call a meeting. The purpose of the forum is not to resolve grievances.
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ARTICLE XI
RETRENCHMENT

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

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.
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.
3. Any proposal by the RWU to reduce the size of the faculty as set forth above shall be submitted in writing to the RWUFA and to the department directly affected as soon as possible after the proposal is formulated. RWU shall consult the RWUFA regarding the matter before distribution of the proposal. The proposal shall contain: the number of proposed reductions identified by program, department, or college; the timetable; and a detailed statement of justification and ramifications: The determination regarding the need for retrenchment shall include the rationale with respect to the following:
 - a. academically sound student/faculty ratios.
 - b. the state of the development of the department.
 - c. the balance between academic and non-academic personnel.
 - d. possibilities of enrollment trend reversals.
 - e. the necessity of some disciplines and programs to be other than self-supporting.
 - f. normal attrition.

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B. INSTITUTIONAL FINANCIAL EMERGENCY

Retrenchment for financial emergency shall occur only when the conditions of A.1. above are met. The burden of proof in demonstrating the existence of institutional financial emergency shall be on the University. No MBU shall be retrenched due to financial emergency until all reasonable reassignment possibilities within the bargaining unit have been explored, investigated, and acted upon or ruled out.

C. PROGRAM CURTAILMENT

1. Each October, the Administration shall examine enrollment in each area and will determine whether the conditions described in sub-section A.2, above, exist. Average student enrollment per section will be computed by dividing the total number of students enrolled in courses within the area by the number of sections. The administration agrees to meet with the RWUFA as soon as possible after such determination and to provide them with all the data used to make such a determination.
2. If the average student enrollment per section is less than twelve (12), then the Dean of the appropriate School, the President of the RWUFA, and the Provost shall meet with the faculty in that area and advise them that retrenchment may occur the following semester. The burden of proof in demonstrating the existence of conditions warranting retrenchment shall rest with the University.

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

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

Any tenured MBU who is retrenched under this provision shall, if the teaching load is still at least four (4) courses per year, have his/her teaching load and salary reduced proportionately, e.g., if his/her teaching assignment must be reduced by three contact hours in a semester, then his/her salary would be reduced proportionately. The partially retrenched MBU will participate in any retraining initiative offered by the University at its expense over the next academic year. Failing achievement of qualifications as reasonably determined, to bring the partially retrenched MBU to qualified status for a full course load, the MBU will be fully retrenched and paid severance as set out below.

- 2888
- 2889 3. The final decision as to where retrenchment conditions are met shall be determined
- 2890 by the Chief Executive Officer in accordance with C.2. above.
- 2891
- 2892 D. Retrenchment as the result of financial emergency or program curtailment shall be
- 2893 applied in the following manner:
- 2894
- 2895 1. Termination as a result of institutional financial emergency shall be based solely on
- 2896 seniority within the bargaining unit (last in first out) in accordance with the specific
- 2897 procedures detailed below in D.3. and D.6.
- 2898
- 2899 2. Termination of MBUs as a result of program curtailment, as defined in A.2.a. above,
- 2900 shall be made from among those holding the same or similar positions in the program in
- 2901 question, in accordance with specific procedures detailed in C. above and D.3 and D.6.
- 2902 below.
- 2903
- 2904 3. Termination shall first take place as follows:
- 2905
- 2906 a. Among the adjunct MBUs before full-time MBUs are terminated.
- 2907 b. Among full-time visiting MBUs, before the termination of MBUs holding
- 2908 probationary or contractual appointments; and among probationary or full time
- 2909 contractual appointments before the termination among tenured appointments. Such
- 2910 removal shall be made in the inverse order of the date of full-time appointment.
- 2911 c. Among the full-time tenured MBUs, such termination shall be based upon length of
- 2912 full-time service to Roger Williams University. In cases where the date of full-time
- 2913 appointment is the same, part-time service at Roger Williams University will be taken
- 2914 into consideration.
- 2915
- 2916 4. The Provost shall notify the person or persons affected in accordance with the following
- 2917 deadline:
- 2918
- 2919 a. In the case of retrenchment due to financial emergency, at least two (2) months prior
- 2920 to the end of the semester.
- 2921 b. In the case of retrenchment for program curtailment as defined in A.2.a. above, he/she
- 2922 will be allowed a two (2) month notice.
- 2923 c. In the case of program curtailment as defined in A.2.a. above, any position lost to one
- 2924 program shall be allocated to another program which is in need of additional faculty.
- 2925
- 2926 5. Persons removed as a result of retrenchment shall be advised of the opportunity for
- 2927 reemployment in the same or a similar position at the University for two (2) years
- 2928 succeeding the retrenchment year, and must accept such offer within thirty (30) days after
- 2929 such offer, such acceptance to take effect not later than the beginning of the semester

2930 immediately following the date such offer was made. The University shall make every
2931 reasonable effort to place an incumbent so separated in a position for which he/she is
2932 qualified, provided such position is in the bargaining unit. Alternative placement for
2933 recall following retrenchment shall not result in any retrenched MBU receiving more than
2934 their CBA contractual salary under any circumstance. MBUs who are retrenched shall be
2935 responsible for notifying the University of their current mailing addresses.

2936
2937 6. Original appointment (Date of formal letter of appointment) shall mean the date of first
2938 full-time appointment to University service as an MBU, followed by continuous and
2939 uninterrupted service within the Bargaining Unit up to the time of reduction and
2940 abolishment of positions. In the event an incumbent believes such date has been
2941 incorrectly determined, he/she shall so advise the University, and indicate the date he/she
2942 believes to be correct.

2943
2944 7. Any tenured MBU who is retrenched shall be placed on terminal leave collecting his/her
2945 salary on a biweekly basis until he/she is paid his/her annual salary computed at the date
2946 of retrenchment. Additionally, retrenched MBUs shall be provided with RWU's faculty
2947 health insurance coverage on the same basis and cost sharing as actively employed
2948 MBUs for one year from the date of retrenchment. In the instance of a probationary or a
2949 contractually employed full-time MBU with at least two (2) full years of faculty
2950 employment, the MBU shall be placed on terminal leave and allowed to collect his/her
2951 salary on a biweekly basis until he/she is paid one half (50%) of his/her annual salary
2952 computed at the date of retrenchment. Additionally, retrenched probationary or full-time
2953 contractually employed MBUs with at least two (2) years of faculty employment shall be
2954 provided with RWU's faculty health insurance coverage on the same basis and cost
2955 sharing as actively employed MBUs for one year from the date of retrenchment. All
2956 salary and benefit continuation hereunder shall cease upon the earlier of the effective date
2957 of a MBU's securing alternative employment or the end of the salary and/or benefits
2958 periods as set out above. In addition, during their terminal leave, retrenched, tenured
2959 MBUs shall have first priority for professional development funds in accordance with
2960 Article XIV.E.

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ARTICLE XII
SEARCH COMMITTEES

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

ARTICLE XIII
COMPENSATION

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A. SALARY PROGRAM

The salary program, throughout the term of this Agreement, shall consist of across the board annual salary increases applied to the compounded base salaries of all full-time MBUs (including lecturers) with at least one academic year of employment as an MBU immediately preceding the distribution of successive annual increases (each one effective on the dates listed below):

General Base Wage Increase by Academic Year:

Year	Effective Date	Increase
1.) 2022-2023	October 31, 2022	2%
2.) 2023-2024	September 1, 2023	3.25% up to a cap of \$4,000 per MBU
3.) 2024-2025	September 1, 2024	3.25% up to a cap of \$4,000 per MBU
4.) 2025-2026	September 1, 2025	3%

Adjunct Faculty MBU rates will increase by a measure equal to the general wage increases applicable to full-time faculty listed above. The first year adjunct rate increase of 2% shall become effective on February 11, 2023. Subsequent adjunct rate increases (Years 2, 3, 4) shall become effective on the same dates as the respective general wage increases applicable to full-time faculty.

Upon successful completion of the pre-tenure comprehensive review, the MBU will receive a \$1,500 base wage increase.

B. PROMOTION

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

1. Upon promotion from Assistant Professor to Associate Professor, the base annual salary of the promoted MBU will be increased by five thousand dollars (\$5,000), effective with the first pay period of the ensuing academic year following the academic year of application, deliberation and award.
2. Upon promotion from Associate Professor to Professor, the annual base salary of the promoted MBU will be increased by six thousand dollars (\$6,000), effective with the first

3011 pay period of the ensuing academic year following the academic year of application,
3012 deliberation and award.

3013

3014 3. A faculty member who is promoted shall receive a general base wage increase prior to
3015 receiving an increase associated with the promotion.

3016

3017 C. PAY CYCLE

3018

3019 Except as set forth herein, salaries for full-time teaching MBUs and full-time Librarians shall be
3020 paid over twenty-six (26) bi-weekly pay periods for full academic year services rendered during
3021 the term of this contract. However, newly hired MBUs will be paid over twenty-two (22) bi-
3022 weekly pay periods in their first year, commencing with the first pay period after the start of the
3023 academic year.

3024

3025 D. MINIMUM SALARY

3026

3027 There will be a “Minimum Annual Salary Scale” during the term of this Agreement, for each
3028 faculty rank as follows:

3029

Rank	2022-23 Effective 2/11/23	2023-2024 Effective 9/1/2023	2024-2025 Effective 9/1/2024	2025-2026 Effective 9/1/2025
Assistant Professor	\$71,275	\$73,590	\$75,983	\$78,262
Associate Professor	\$79,010	\$81,578	\$84,229	\$86,756
Professor	\$92,252	\$95,250	\$98,346	\$101,296
Lecturer	\$68,112	\$70,326	\$72,612	\$74,790

3030

3031 E. ADDITIONAL COMPENSATION

3032

3033 1. MBUs teaching assigned overloads, and all Adjunct MBUs assigned, on a per contact
3034 hour basis, to teach at the University will be compensated as follows for a three-
3035 credit/three contact hour course.

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Both Undergraduate and Graduate Courses	2022/23	2022- 2023 (effective 2/11/23)	2023- 2024 (effective 9/1/23)	2024- 2025 (effective 9/1/24)	2025- 2026 (effective 9/1/25)
	\$5,499	\$5,609	\$5,791	\$5,979	\$6,159

Adjunct teaching MBUs teaching at least six (6) or more contact hours exclusive of UC offerings shall be compensated at the above rates for any and all evening and/or intersession courses taught.

2. Adjunct teaching MBUs shall be paid a prorated portion of their total compensation each pay period, normally beginning not later than in the first pay period after the start of the semester, provided there is not fewer than seven (7) calendar days between the start of the semester and the first pay date after the start of the semester. In cases where there are fewer than seven (7) calendar days between the start of the semester and the first pay date of the semester, adjunct teaching MBU’s pay will begin not later than the second pay period after the start of each semester or term.

3. Adjunct Faculty in Architecture

Adjunct faculty MBUs teaching nine (9) contact hour architecture design studio courses will be compensated as follows:

Adjunct faculty who have taught studio courses at RWU during Spring 2023 or prior semesters will be compensated at the rate of \$20,784 for a nine (9) hours studio course for the duration of this agreement.

For adjunct faculty who teach their first studio course at RWU after Spring 2023, compensation for a nine (9) hours studio course shall be as follows:

<u>Academic Year</u>	<u>Rate:</u>
2023-2024	\$16,850
2024-2025	\$17,398
2025-2026	\$17,919

3073 4. Special Projects, Thesis Supervision & Comprehensive Exams

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3075 Independent Studies may be handled through appropriate professional workload
3076 balancing, consistent with the terms of this Agreement and normative professional
3077 practices. Absent calculation in workload balancing, the independent study rate for all
3078 special projects, thesis supervision and comprehensive exams shall be set as follows:

3080	<u>Academic Year</u>	<u>Rate per credit and per student</u>
3081	2022-2023 (effective Spring '23)	\$187
3082	2023-2024	\$193
3083	2024-2025	\$199
3084	2025-2026	\$205

3085
3086 5. Librarians

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3088 Librarians working under twelve (12) month contracts shall receive an additional one-
3089 sixth (1/6) of their base-salary.

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3092 **ARTICLE XIV**
3093 **FRINGE BENEFITS**

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3095 **A. INSURANCE**

3096
3097 1. Medical and Dental Insurance

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3099 During the term of this Agreement, the University will provide medical and dental
3100 insurance coverage for each member of the bargaining unit as follows:

3101
3102 a. Medical and Dental Care Options: Employees, in accordance with procedures
3103 identified by the University, may select one of the following medical plans: Plan
3104 A (Blue CHiP), Plan B (Health Mate Coast to Coast), or Plan C (Blue Choice) for
3105 their medical coverage and Delta Dental for their dental coverage.

3106
3107 b. Employee Co-Shares: Employees shall share in the premium cost to the
3108 University for the medical and dental plan they elect for individual or family
3109 health insurance coverage as follows:

3110
3111 In Year 1 (from the effective date of this Agreement through June 30, 2023),
3112 MBUs will contribute 20% of the premium cost.

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3114 In Year 2 (from July 1, 2023 through June 30, 2024), all MBUs will contribute
3115 21% of the premium cost.

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In Year 3 (from July 1, 2024 through June 30, 2025), all MBUs will contribute 21.75% of the premium cost.

In Year 4 (from July 1, 2025 through June 30, 2026), all MBUs will contribute 23.5% of the premium cost.

c. Annual Deductible:

For Years 1 and 2 of this Agreement there will be an annual, employee-paid deductible of five hundred dollars (\$500) for individual coverage and one thousand dollars (\$1,000) for family coverage.

For Years 3 and 4 of this Agreement, there will be an annual, employee-paid deductible of seven hundred fifty dollars (\$750) for individual coverage and one thousand five hundred dollars (\$1,500) for family coverage.

d. Wellness Credit:

The University will establish a participatory wellness incentive program, the details of which shall, after notice to and consultation with the Association, be published annually to all MBUs. Those MBUs who, on an annual basis (i.e., in a given contract year), meet the requirements of the wellness incentive program in that given contract year shall be entitled to a credit representing a percentage of the annual premium cost for the plan the employees select. Such credit, which shall be paid in the form of a cash refund, will be in the amount of 4% for eligible individual coverage participants who meet program requirements or 3% for eligible family coverage participants who meet program requirements. Such refund shall be payable after the conclusion of the fiscal year, but prior to October 1. Refunds paid to MBUs pursuant to this provision shall be subject to applicable withholdings as required by state and/or federal law.

e. Employee Co-Pays:

Employee co-pays shall be as referenced in Appendix N for all three medical plans.

f. Dental Insurance:

RWU agrees to provide each full-time MBU either individual or family coverage with Delta Dental. The employee premium sharing will be the same percentage as that which the employee contributes to the medical insurance plan they elect.

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g. Carrier Change:

RWU may, over the course of this CBA, change Health Care Insurance carriers, under a premium based or self-insured based structure, to ensure a cost effective benefit without amending the basic plan design. RWU will first inform and then consult 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 required by the Committee. The parties also agree to the following conditions:

- i. 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.
- ii. 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.
- iii. There shall be no change in health care plan design or co-pays from what is included in this Agreement unless negotiated.
- iv. 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.
- v. 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.
- vi. 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.

3200 vii. Any health care carrier may make changes to their provider network as a
3201 normal course of business.

3202
3203 h. Buy Back:

3204
3205 Buy Back – If a full-time MBU chooses, they may opt to receive 50% of RWU’s
3206 share of the medical and/or dental insurance premiums paid on behalf of the
3207 MBU, or the annual premium cost per MBU of individual coverage, whichever is
3208 less, in lieu of the insurance coverage. The buyback amount will be paid on a bi-
3209 weekly basis.

3210
3211 2. Life Insurance – RWU agrees to provide MBUs with \$100,000 life insurance at
3212 RWU’s expense. No medical examination or waiting period is required. There shall
3213 be a double indemnity provision for accidental death or dismemberment. All policies
3214 continue in force without further premium payments if the MBU becomes totally
3215 disabled before age sixty (60). MBUs shall have the option of purchasing additional
3216 supplemental life insurance as noted in the insurance carrier’s policy. The purchase
3217 of additional life insurance is at the MBU’s expense at the group rate, if and to the
3218 extent the insurance carrier permits it.

3219
3220 3. Short-Term Disability Insurance – RWU agrees to provide, at RWU’s expense, each
3221 full-time MBU with short-term disability insurance coverage which supplements
3222 Rhode Island Temporary Disability Insurance. The policy payment begins when an
3223 injury or illness occurs. The benefit payment is 70% of an employee’s regular
3224 weekly base pay to a maximum benefit of \$1,000/week for 26 weeks. The insurance
3225 carrier offsets the benefit by any sick leave or Rhode Island Temporary Disability
3226 benefits received. While Temporary Disability benefits are paid, RWU reserves the
3227 right to require a periodic medical update from the MBU’s physician.

3228
3229 4. Long-Term Disability Insurance – RWU agrees to provide, at RWU’s expense,
3230 coverage for MBU under a long-term disability insurance policy which supplements
3231 Social Security Disability Benefits. No medical examination is required to be
3232 enrolled. Employees who qualify under the policy receive benefits which supplement
3233 Social Security Disability benefits so that the total disability payments, including
3234 Social Security Disability Benefits, amount to 60% of an employee’s normal base
3235 pay, up to age sixty-five (65). If an employee who is enrolled in the Roger Williams
3236 University Retirement Plan becomes totally disabled, total disability insurance also
3237 provides the employee and employer retirement contributions during the period of
3238 total disability.

3239
3240 a. RWU may substitute similar life insurance or disability insurance plans for those
3241 plans currently in effect.

3242

3243 b. RWU will make available for MBUs, on a voluntary basis, a Flexible Spending
3244 Account (FSA) for unreimbursed medical, dental, vision or other FSA health care
3245 expenses, dependent day care reimbursement, and eligible commuter and parking
3246 expenses. RWU agrees to allow MBUs to contribute to the FSA plan up to the
3247 maximum contribution amount set by the IRS. The plan will be administered by
3248 RWU or its designee in accordance with the Internal Revenue Code and its
3249 implementing regulations provided that the RWUFA will be informed of specifics
3250 and major changes before implantation.

3251

3252 **B. SOCIAL SECURITY**

3253

3254 All MBUs are covered by the mandatory Federal Social Security Program, which
3255 provides both retirement and disability benefits and, at age 65, medical/hospital benefits
3256 under Medicare.

3257

3258 RWU matches the MBUs required contributions, which are made via payroll deductions.

3259

3260 **C. WORKERS COMPENSATION**

3261

3262 All MBUs are protected under Workers' Compensation in case of on-the-job accidents or
3263 illnesses. All such accidents or illnesses however minor, should be reported promptly to
3264 the Dean of the appropriate School or supervisor, who will in turn fill out an official
3265 report and forward it to the Department of Human Resources.

3266

3267 **D. VACATION PAY: LIBRARIANS**

3268

- 3269 1. Bi-weekly accrual of vacation leave up to 20 days per year for 12-month Faculty
3270 Librarian MBUs in each of the MBUs first ten years of service.
- 3271
- 3272 2. Bi-weekly accrual increases for Faculty Librarian MBUs who have completed 10
3273 years of service, starting in their 11th year of service through their 20th year of service
3274 up to 25 days per year for 12-month MBUs.
- 3275
- 3276 3. Bi-weekly accrual increases for Faculty Librarian MBUs who have completed 20
3277 years of service, starting in their 21st year of service, up to 30 days per year for 12-
3278 month MBUs.
- 3279
- 3280 4. 10-Month MBUs' vacation will accrue at the rate of 10/12ths of the accrual rate for
3281 12-month Faculty Librarian MBUs in the appropriate category as set out above.
- 3282

- 3283 5. Part-time Faculty Librarian MBUs' vacation will accrue at the rate of the Number of
3284 Hours per Week/35ths of the accrual rate based on years of service and 10- or 12-
3285 month status.
3286
- 3287 6. The maximum vacation accrual rate = The above annual accrual rates x 1.5. Once the
3288 maximum accrual is reached, the accrual ceases until the Faculty Librarian MBU uses
3289 vacation time at which point, the accrual begins again.
3290
- 3291 7. Vacation may be scheduled at any time throughout the working year upon the
3292 approval of the Faculty Librarian MBU's supervisor and vacation requests may not be
3293 unreasonably denied.
3294

3295 **E. RETIREMENT PLANS**
3296

- 3297 1. All full-time MBUs shall have the right to join and make contributions to TIAA, AIG,
3298 or other Retirement Plan or any additional retirement funding vehicle made available
3299 by RWU.
3300

3301 Participating MBUs will receive the following "match" contribution from the
3302 University conditioned upon the MBU's elected contribution of 3% or more through
3303 payroll deductions. The match is 8% of base salary for all participating MBUs.
3304

3305 The MBU is fully and immediately vested in RWU's match contribution. Employees
3306 shall have the right to make their own contributions immediately upon date of hire.
3307 All rights, including contributions made by RWU, shall be one hundred percent
3308 (100%) vested with the MBU.
3309

- 3310 2. RWU agrees to provide MBUs the option to contribute an additional amount to the
3311 Roger Williams University Retirement Plan, up to the IRS maximum allowable
3312 contribution, when combined with the MBUs match contribution. It is understood
3313 that RWU will not contribute financially to the additional contribution.
3314

3315 **F. DISCOUNTS AND PRIVILEGES**
3316

- 3317 1. MBUs will be admitted to all RWU-sponsored events free of charge.
3318
- 3319 2. MBUs may cash personal checks of up to \$100 in the Bursar's Office.
3320
- 3321 3. MBUs shall have the right to direct the deposit all or any portion of their paycheck
3322 into any financial institution insured by the Federal Deposit Insurance Corporation.
3323
- 3324 4. Normally, all MBUs will be provided with a permanent identity card by October 1.
3325

3326 **G. PERSONAL LEAVES OF ABSENCE**

3327

3328 An authorized leave of absence from the University at full salary, or without salary,
3329 generally shall not be deemed an interruption of service within the Bargaining Unit. The
3330 following categories of leave are available under the terms and conditions set forth:

3331

3332 1. Death In the Immediate Family of an MBU

3333

3334 A maximum of five (5) days with full pay upon death of a partner, spouse, father or
3335 mother, son or daughter, father-in-law or mother-in-law, son-in-law or daughter-in-law,
3336 brother or sister, grandchild or grandparent. A maximum of three (3) days with full pay
3337 upon the death of a brother-in-law or sister-in-law, or a relative living in the same
3338 household.

3339

3340 2. Illness of MBU

3341

3342 a. Fifteen (15) work days per year with full pay in any fiscal year (July 1 to June
3343 30). Sick leave is cumulative to forty-five (45) days, calculated from the date of
3344 initial appointment of MBU.

3345

3346 b. Sick Leave Bank: A sick leave bank will be formed and operated during the term
3347 of this CBA as follows:

3348

3349 i. Each MBU who contributes at least one (1) day of accumulated sick
3350 leave to the Faculty Sick Leave Bank (Bank), per fiscal year of
3351 operation, shall be eligible to receive paid sick leave days from the
3352 Bank.

3353

3354 ii. No more than five (5) days per fiscal year of operation may be donated
3355 to the Bank.

3356

3357 iii. Donations may not be made in the year that a MBU announces his/her
3358 retirement or actually retires from RWU.

3359

3360 iv. A MBU seeking to draw from the Bank must present medical
3361 documentation of an illness or injury that is work incapacitating and not
3362 work related.

3363

3364 v. An individual MBU may only draw from the Bank once over the course
3365 of four (4) years, commencing the effective date of the governing CBA.

3366

3367 vi. Absent authorization from both the RWUFA and RWU, a MBU may not
3368 draw more than seventy-five (75) days from the Bank.

- 3369
- 3370 vii. The draw from the Bank shall be five (5) days for each full week of
- 3371 incapacitation from work.
- 3372
- 3373 viii. At no time may an MBU exceed his/her then current, weekly salary after
- 3374 taking into account any payments from Rhode Island TDI and/or any
- 3375 other short-term disability program then covering the illness or injury to
- 3376 the MBU.
- 3377
- 3378 ix. Withdrawals from the Bank may only be made and used to the extent
- 3379 that one or more days are available in the Bank as there may be no draw
- 3380 once the Bank is depleted to zero days.
- 3381
- 3382 x. If there are competing requests for a limited number of available days,
- 3383 the University will determine allocation after consultation with the
- 3384 RWUFA and the affected MBUs.
- 3385
- 3386 xi. No more than fifty (50) days of unused, sick leave in the Bank, may
- 3387 carryover from year-to-year.
- 3388
- 3389 xii. Sick Leave Bank management will reside concurrently with the Office
- 3390 of the Provost and the Department of Human Resources.
- 3391

3392 3. Jury Duty

3393

3394 Upon presentation of jury summons, an MBU will receive the difference between his/her

3395 University pay and jury pay for each day of required jury duty. He/she is, however,

3396 expected to report for work on any day when he/she is excused from jury duty for at least

3397 half a day.

3398

3399 4. Parental Leave

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3401 Parental Leave with full pay and benefits for one full academic semester shall be

3402 available to all MBUs as follows:

3403

- 3404 a. RWU's Family Leave Policy (fully incorporating federal and state family and
- 3405 medical leave law) will run concurrently where applicable, to all leave utilized
- 3406 hereunder, and is therefore fully incorporated herein by reference. Such leave
- 3407 shall only be granted to the primary caregiver for the child.
- 3408
- 3409 b. As a condition precedent to paid leave utilization, all paid leaves available to the
- 3410 MBU electing Parental Leave need first be exhausted.

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- c. Leave directly related to the birth of a MBU's biological child, the adoption of a child by a MBU, the foster care placement or commencement of guardianship of a child (the enabling event), consistent with the leave enabling events of the RWU Family Leave Policy, may be taken for one full semester as follows:
 - i. An enabling event from March 15th of each year through October 15th of each year would dictate the parental leave starting on the next or then current fall semester. If the birth is expected between the start of the fall semester and October 15th of that fall semester the faculty member must notify their respective dean at least sixty (60) days in advance of the start of the fall semester and request the parental leave.
 - ii. An enabling event from October 16th of each year through March 14th of the following calendar year would dictate parental leave starting on the next or then current spring semester. If the birth is expected between the start of the spring semester and March 14th of that spring semester the faculty member must notify their respective dean at least sixty (60) days in advance of the start of the spring semester and request the parental leave.
 - iii. 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 is reached. At that time, the remainder of the parental leave semester will be unpaid.
- d. 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.
- e. The semester on leave shall count toward the accrual of years toward a sabbatical.
- f. 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.
- g. At the discretion of the University, upon recommendation of the Provost, additional leave without pay or a reduction in workload and concomitant

3453 reduction in pay, in the semester following the paid leave set out above, may be
3454 granted.

3455
3456 h. Non-primary caregivers shall be allowed to use four (4) weeks of sick time during
3457 an enabling event.

3458
3459 **Example:**

3460
3461 An MBU has a child on February 10th. That MBU will be provided the entire
3462 spring semester off with pay. If that MBU leaves while the University is in
3463 session (e.g., Dec. 1st and before the beginning of the spring semester), she must
3464 utilize family leave and will be entitled (not mandated) to draw paid leave from
3465 available leave accrual until the end of the semester (e.g., Dec. 22nd). If the MBU
3466 elects to draw paid sick leave in December, that amount will be deducted from her
3467 paid leave already drawn, on a day-for-day basis. So, in this case, the last 22 days
3468 of the spring semester will be unpaid leave with full benefits.

3469
3470 5. Military Leave

3471
3472 Upon presentation of duty dates, military orders and military pay rate, all MBUs will
3473 receive up to thirty (30) days of reserve leave in addition to his/her regular pay and
3474 military pay for this leave and continue all fringe benefits.

3475
3476 Upon official discharge from military leave, an MBU may elect to resume appropriate
3477 duties at RWU and full salary within thirty (30) days of the completion of leave.

3478
3479 All fringe benefits will continue during military leave except as identified above, or as
3480 provided by the military.

3481
3482 6. Other Professional Leaves

3483
3484 a. Academic Leave of Absence

3485
3486 i. An academic leave of absence without pay may be requested by a MBU,
3487 normally after two (2) years of full-time service to the University. Leave
3488 of absence requests may be made sooner if the person requesting the leave
3489 is in receipt of an educational grant or fellowship in his/her academic
3490 field, and if that grant or fellowship is provided by sources outside the
3491 University.

3492
3493 ii. Determination on leaves of absence shall be made through mutual consent
3494 of the Provost and the Dean of the appropriate School.

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- iii. Medical insurance will continue to be paid by RWU and the MBU will continue to pay their regular payroll deduction while on leave.

7. Leave to Serve in University Administration

Leaves of absence granted to MBUs by RWU to allow service in an administrative capacity at the University shall not interrupt a MBU's continuity of appointment in the Bargaining Unit (for purposes of seniority, etc.) so long as leaves do not exceed six (6) semesters within any four (4) year period. If an individual does not return to the Bargaining Unit within six (6) semesters or serves in an administrative capacity for more than six (6) semesters within any four (4) year period, he/she shall be considered to have interrupted his/her continuous service in the Bargaining Unit, terminating seniority, and shall be treated, in case that he/she is later appointed to a position within the Bargaining Unit, as any new MBU in terms of seniority as defined in this Agreement. All former MBUs who are currently serving in an administrative capacity will be entitled to return to the Bargaining Unit with full seniority provided that they do not serve in this capacity for more than six (6) semesters in any four (4) year period.

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

H. RELEASED TIME

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

I. TUITION REMISSION

For full-time MBUs hired on or before June 30, 2022, MBUs shall be eligible for tuition remission benefits described herein after six (6) months of continuous service. For MBUs hired on or after July 1, 2022, they shall be eligible for tuition remission benefits as described herein after eighteen (18) months of continuous service.

Once they have satisfied the continuous service eligibility requirements stated above, a full-time MBU, that MBU's eligible spouse and/or eligible children (including adopted and stepchildren) may enroll, tuition free, in any course or degree program for which there is space available, excluding graduate programs in the Gabelli School of Business and the RWU School of Law, on any campus owned and operated by the University, subject to the following modifies, including

3537 that in each year of this Agreement, a maximum of the first five (5) duly qualified and admitted
3538 students who are either the spouse, child or legal dependent of a full-time MBU, and no more
3539 than 30 years old at the beginning of RWU's Law School academic year, will receive a waiver of
3540 one-half of the regular tuition otherwise charged to the admitted student. As long as such student
3541 remains properly enrolled and continues to remain eligible under the conditions of this waiver,
3542 he/she will retain that waiver year-to-year. Therefore, regardless of whether or not a tuition
3543 waiver remains in effect for a recipient's second or third year, a maximum of five (5) new
3544 waivers are available year-to-year for the duration of this Agreement. Lost or lapsed waivers are
3545 not assumable by anyone else nor returnable to a bank for reallocation. The maximum number
3546 of waivers that may be allocated over the term of this agreement is, then, twenty-five (25):

- 3547
- 3548 1. Children, defined above, must be no older than twenty-six (26) at the start of the
3549 semester in which enrolled or must be considered a legal dependent of the MBU, as
3550 qualified by IRS regulations and included on his/her parent's most recent tax return in
3551 order to be eligible to participate.
3552
 - 3553 2. Both spouse and qualifying children must first be accepted into the course or degree
3554 program based upon the University's evaluation of the ability of the spouse and/or
3555 qualifying children to successfully complete the course or program of study.
3556
 - 3557 3. Tuition remission for graduate courses, not taken as a matriculating student, is limited
3558 to three in the graduate degree discipline.
3559
 - 3560 4. Cost of books, supplies, application fees, student athletic fees, student activity fees,
3561 health service fees, or other fees are payable by the student. The student is also
3562 responsible for reimbursing the payment made by RWU to a supervising faculty
3563 member when a student enrolls in an independent study.
3564
 - 3565 5. The University's London Program, for one semester's enrollment shall, for purposes
3566 of this provision only, be available to otherwise eligible children of MBUs on a
3567 tuition-free basis.
3568
 - 3569 6. The Programs offered through University College shall, for purposes of this provision
3570 only, be considered owned and operated by the University for such period as it is
3571 administered by either employees of the University or under the direction of the
3572 University and without direct cost to the University for enrollment of students.
3573
 - 3574 7. Condition precedent to an MBU's enrollment in any authorized course of study is that
3575 such attendance does not conflict with the MBU's formal working schedule.
3576
 - 3577 8. If an MBU dies after an eligible individual is accepted and enrolled at the University
3578 under this provision, then the eligible individual may complete, tuition-free, his/her

3579 course or program of study, unless the program of study is not completed in five (5)
3580 years from the date of death of the MBU, at which time tuition remission is no longer
3581 available for any semester in which the five (5) year period has expired.

3582
3583 9. In order to maintain the tuition remission benefit, the eligible MBU or beneficiary
3584 must achieve and maintain “satisfactory academic progress” as defined in the
3585 University course catalog.

3586
3587 J. PART-TIME FACULTY MBUs

3588
3589 Adjunct MBUs shall be entitled to the following benefits, on a pro-rated basis:

- 3590
3591 1. Health Insurance (Article XIV, Subsection A.1.)
3592
3593 2. Dental Insurance (Article XIV, Subsection A.1.)
3594
3595 3. Life Insurance (Article XIV, A.2.)
3596
3597 4. Social Security (Article XIV, Section B)
3598
3599 5. Workers’ Compensation (Article XIV, Section C)
3600
3601 6. Sick Leave (Article XIV, Subsection G.)
3602
3603 7. Discounts and Privileges (Article XIV, Section F).

3604
3605 Part-time MBUs who fail to make timely payment of their pro-rata share of the cost of medical
3606 and dental insurance under this section shall have coverage canceled and must repay any amount
3607 due.

3608
3609
3610 **ARTICLE XV**
3611 **PROFESSIONAL DEVELOPMENT, FOUNDATION AND SABBATICALS**

3612
3613 A. INDIVIDUAL PROFESSIONAL DEVELOPMENT FUNDING

- 3614
3615 1. RWU full-time faculty are expected to engage in a program of scholarship and
3616 continuous improvement and renewal of their teaching and service. RWU agrees to
3617 support and encourage continued professional development by budgeting the
3618 following amounts annually per full-time (lecturers see section immediately below)
3619 faculty (as of September 15 of each year) for professional development:

3620

3621	2022-2023	\$2850
3622	2023-2024	\$2900
3623	2024-2025	\$2950
3624	2025-2026	\$3000

3625

3626 2. RWU lecturers are expected to engage in continuous improvement and renewal of
 3627 their teaching and service. RWU agrees to support continued professional
 3628 development by budgeting \$1500 annually for each full-time lecturer (as of
 3629 September 15 of each year).

3630

3631 3. Part-time faculty MBUs who are paid a percentage of a full salary shall be eligible for
 3632 professional development funds on a pro-rated basis.

3633

3634 4. Policy & Procedure Governing Professional Development. The policy and procedure
 3635 governing the application disbursement, record keeping and audit of this program is
 3636 found in APPENDIX H.

3637

3638 Individual awards will be “capped” at double the yearly allowable rate.

3639

3640 B. FOUNDATION TO PROMOTE SCHOLARSHIP AND TEACHING

3641

3642 The purpose of the Foundation is to encourage and support the efforts of tenured and tenure-
 3643 track MBUs in the wide variety of different kinds of scholarly activities generally recognized in
 3644 undergraduate-focused universities and articulated in *Scholarship Reconsidered* and the
 3645 subsequent expansion of Ernest Boyer’s work supported by the Carnegie Foundation for the
 3646 Advancement of Teaching. RWU notes that Boyer defines several areas of scholarship,
 3647 including the scholarship of teaching, discovery, integration, and application. RWU equally
 3648 values and encourages all these areas of scholarship.

3649

3650 The general criteria used by the Foundation in providing different kinds of support for
 3651 scholarship shall include academic merit/validity, the nature and quantity of support required for
 3652 the successful pursuit of scholarly activity, availability of alternate or supplemental (matching)
 3653 financing, ties to the curricular and teaching activities of the University (especially research or
 3654 scholarly projects involving Roger Williams University students) and relationship to the
 3655 University's mission. The Foundation shall review grant and course release requests submitted
 3656 to it and shall determine whether and to what extent such grant or course release requests shall be
 3657 funded or approved. Scholarly research as applied to those faculty members in the area of Fine
 3658 and Performing Arts shall encompass creative activity in their respective discipline.

3659

3660 The Foundation shall consist of six voting members: four tenured and tenure-track faculty
 3661 members, two from FCAS and two from the professional schools, and two administrators
 3662 designated by the provost. The Chair of the Foundation shall be elected by its members. The

3663 faculty members shall be chosen in an election administered by the Faculty Senate. The election
 3664 shall take place by September 15 of each year. The members' term begins on October 1 of that
 3665 year. Terms shall be two years in duration and staggered. For the first election cycle, two
 3666 members, determined by lot, shall serve one year. Members are eligible for re-election. To be
 3667 eligible for election to the Foundation, faculty members should have a record of scholarship
 3668 evidenced by publication in a refereed venue, the award of external grant support or formal
 3669 presentations at professional conferences, or a record of excellence in teaching as evidenced by a
 3670 teaching award, presentations at teaching conferences, or publication in a teaching journal.
 3671 The Foundation shall establish and make public fair, appropriate, and efficient procedures for
 3672 soliciting grant or course release requests, and for reviewing such requests and determining
 3673 whether and to what extent specific requests are to be funded or approved. The Foundation shall
 3674 not be obligated to make any grants or approve any course releases if no appropriate proposals
 3675 are received and positively evaluated. MBUs receiving grants shall submit a detailed report to
 3676 the Provost's Office of their activities to the Foundation within thirty (30) days after the start of
 3677 the semester following their award, which shall be made available to the Foundation Committee
 3678 and the University community. Members of the Foundation Committee may not participate in
 3679 the review of any proposals that they submit to the Foundation.

3680
 3681 The applications to and awards made by the Foundation shall be a matter of public record and
 3682 will be communicated to the University community in a timely fashion. Applicants whose
 3683 proposals do not receive a foundation award shall be provided with developmental feedback that
 3684 is specific to their proposal. Should an unsuccessful applicant assign error in the Foundation's
 3685 decision, they may seek review of that decision by the provost, who may, at their election,
 3686 consult with the Foundation and reassess the application.

3687
 3688 The Foundation shall award both grant funds and course releases to support scholarly activities,
 3689 including those related to the enhancement of teaching.

3690
 3691 Grant funds and course releases shall be available for award as follows:

3692

3693	<u>Award Year</u>	<u>Expenditure Year</u>	<u>Monetary Pool</u>	<u>Course Releases</u>
3694	21-22	22-23	\$166,465	40
3695	22-23	23-24	\$170,000	35
3696	23-24	24-25	\$170,000	35
3697	24-25	25-26	\$170,000	35

3698
 3699 One hundred and five (105) hours of release from regular reporting and librarian responsibilities
 3700 shall constitute one course release for faculty librarians.

3701
 3702 All proposals for grants or course releases shall clearly articulate how the results of the proposed
 3703 scholarship will be presented to appropriate professional audiences. It is expected that all funded
 3704 proposals will have one or more outcomes that will result in presentation and critique.

3705 Traditional forms of presentation include treatises, books, monographs, refereed articles,
3706 reviews, or critiques in journals, periodicals or other appropriate publications. The University
3707 also recognizes other forms of presentation such as at professional meetings, professional
3708 workshops, reviewed creative performances, juried exhibitions, and commissions for
3709 professional work. Applications for support should include the submitted outcomes report from
3710 the last successful application, if applicable.

3711
3712 No recipient of a course release may teach a course overload during the release semester
3713 (permission may be granted in exceptional cases by the provost following consultation with the
3714 appropriate school/college dean and upon notification to the RWUFA). An MBU who is unable
3715 to use an awarded course release in the semester authorized due to some exigent circumstance,
3716 will consult with the MBU's dean and/or provost to arrive at mutual agreement on the semester
3717 for the carry-over of the release.

3718
3719 Foundation course releases are not to be used or presupposed as part of the University's pre-
3720 approval process in support of external grants.

3721
3722 Nothing in this section shall preclude a dean from granting additional course releases with the
3723 approval of the provost.

3724

3725 C. SABBATICAL LEAVES

3726

3727 After the first seven (7) years of full-time service with Roger Williams University, a full-time
3728 tenured MBU is eligible to request sabbatical leave. Any year in which the MBU takes a leave
3729 longer than one semester will not be counted towards the seven years of service. Upon
3730 completion of the academic year in which the first sabbatical has been taken, an MBU will be
3731 eligible for their next sabbatical upon completion of six (6) years of service (excluding any year
3732 which includes a leave of longer than one semester).

3733

3734 Sabbatical proposals are competitive and a request is not automatically granted. A sabbatical is
3735 an opportunity for professional development and intellectual renewal. This substantial period of
3736 leave allows faculty to increase their scholarly achievements and/or enhance their teaching
3737 effectiveness, and/or enhance their capacity for service to the University.

3738

3739 Sabbatical leaves will be limited to a maximum of thirteen (13%) percent of the full-time tenured
3740 MBUs in each successive year of this Agreement. The adverse effect of a leave upon an
3741 academic program of the individual and department may result in postponement of the awarded
3742 sabbatical for no more than one year. In such a case, eligibility for the subsequent sabbatical
3743 will be shortened by one year.

3744

3745 A Faculty Sabbatical Committee (FSC) shall provide a peer review of the sabbatical proposals
3746 and, along with the deans, make effective recommendations for award of sabbatical leaves. The

3747 FSC shall be composed of one (1) representative, elected annually, from each school and the
3748 library. Faculty members elected to the FSC will have taken a sabbatical previously. FSC
3749 members may not apply for a sabbatical leave while serving in said capacity.

3750

3751 1. Criteria to be considered by the Faculty Sabbatical Committee are the following:

3752

3753 i. Overall quality of the sabbatical application.

3754 ii. Benefits to the university.

3755 iii. Benefits to the professional development of the individual.

3756 iv. Feasibility of the proposed plan, including timeline, scope, and proposed
3757 outcomes.

3758 v. The recommendation and rationale of the deans.

3759

3760 2. Process:

3761

3762 ● Applications for sabbatical leave should be submitted to the provost's office no
3763 later than September 15 of the year of application.

3764

3765 ● The provost's office will provide electronic access to the application to both the
3766 Faculty Sabbatical Committee and to each MBU's dean.

3767

3768 ● The dean will provide their recommendation and rationale to both the Faculty
3769 Sabbatical Committee and the provost no later than October 7th.

3770

3771 ● The Faculty Sabbatical Committee and the dean shall provide their
3772 recommendations to the provost no later than October 31st of the year of the
3773 application. Recommendations shall include substantive comments on the merits
3774 of each proposal according to the criteria set forth in this Article.

3775

3776 ● After giving careful consideration to the recommendations of the Faculty
3777 Sabbatical Committee and those of the dean, and their own independent review of
3778 the proposal and the published criteria, the provost shall issue a decision on
3779 sabbatical approvals by December 15. The provost will inform the Faculty
3780 Sabbatical Committee and the dean of the provost's decision.

3781

3782 ● The provost will provide developmental feedback to any applicant denied a
3783 sabbatical no later than December 15 preceding the sabbatical year.

3784

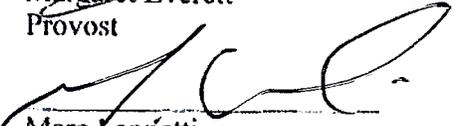
3785 3. Sabbaticals may be awarded and taken for either a semester or an academic year (pro-
3786 rated in the case of non-teaching faculty). Compensation will be at the rate of one
3787 hundred percent (100%) of the MBU's salary for one (1) semester leave and fifty-five
3788 percent (55%) of the faculty member's salary for an academic year leave.

- 3789 4. An MBU granted sabbatical must agree to return to the University for a minimum of two
3790 (2) years of service upon acceptance of the Sabbatical Leave. In the event there is a
3791 violation of such agreement, the MBU shall forfeit to RWU all monies paid to them by
3792 the University during the sabbatical period. Requests for exception due to extenuating
3793 circumstances unknown at the time the leave was granted should be submitted in writing
3794 to the Provost prior to separation from the University. Exceptions shall be made by the
3795 Provost and are at the sole discretion of the University.
3796
- 3797 5. An MBU must substantively demonstrate to the Provost achievement of the proposed
3798 outcomes of the sabbatical leave through a detailed report and/or other acceptable
3799 documentation within forty-five (45) calendar days of the start of the semester following
3800 return from the sabbatical leave.
3801
- 3802 6. All fringe benefits shall continue to be paid while the MBU is on sabbatical leave.
3803
- 3804 7. An MBU who desires to take a sabbatical shall prepare a proposal describing, in detail,
3805 the purpose and nature of the professional activities in which he/she will be engaging,
3806 including:
3807
- 3808 ● Goals of the sabbatical.
 - 3809
 - 3810 ● Activities that will be undertaken to achieve the goals.
 - 3811
 - 3812 ● Timeline and implementation plan for those activities.
 - 3813
 - 3814 ● Intended outcomes, accomplishments, or products of the sabbatical proposal.
3815 This should include specific plans for dissemination.
 - 3816
 - 3817 ● Discussion of the relationship between the sabbatical and the professional
3818 development of the individual.
 - 3819
 - 3820 ● Discussion of the benefits of the proposed plan to the University.
 - 3821
 - 3822 ● A current Curriculum Vitae.
 - 3823
 - 3824 ● If the MBU has taken a prior sabbatical at RWU, their most recent post-sabbatical
3825 report.
 - 3826
 - 3827
 - 3828

3829 IN WITNESS WHEREOF the following have set their signatures and seals this 8th day of
3830 March, 2023.

3831
3832 For RWU

3833 
3834 Margaret Everett
3835 Provost

3836 
3837
3838 Marc Leonetti
3839 Executive VP, Finance & Administration

3840
3841 
3842 Joseph Sassi
3843 Co-General Counsel

3844 
3845
3846 Thomas McDonough
3847 Assistant VP, Human Resources

3848
3849 
3850 Joseph McConnell
3851 Chief Negotiator

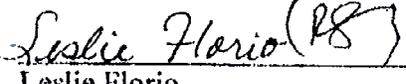
3852 
3853
3854 Jeffrey Meriwether
3855 Dean, SHAE

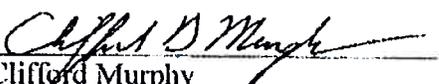
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For the RWUFA


June Speakman
Professor and Chief Negotiator


Renee Soto
Associate Professor and RWUFA President


Leslie Florio
NEARI Assistant Executive Director


Clifford Murphy
Professor


Adria Updike
Associate Professor


Elliot McKinley
Associate Professor


Robert Blackburn
Professor


Robert Cole
Professor

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APPENDIX A
FACULTY PROFESSIONAL ETHICS

Both the University and the RWUFA are committed to the highest levels of professionalism on the part of individual faculty members as teachers, scholars, and members of the University community and the larger communities in which they live and work. As professionals, individual faculty members comply with the ethical norms of the profession of teaching and refrain from unprofessional conduct that significantly impedes the mission and functioning of the University.

Faculty members understand the special professional responsibilities that they have to their students and to others within the University community. The University and the RWUFA recognize those special responsibilities and have adopted as a part of the collective bargaining agreement, this statement on Faculty Professional Ethics derived from the A.A.U.P. Statement on Professional Ethics (originally adopted in 1966, and revised in 1987, 2009).

THE STATEMENT

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

3908 strive to be objective in their professional judgment of colleagues. Professors accept their
3909 share of faculty responsibilities for the governance of their institution.

3910

3911 4. As members of an academic institution, professors seek above all to be effective teachers and
3912 scholars. Although professors observe the stated regulations of the institution, provided the
3913 regulations do not contravene academic freedom, they maintain their right to criticize and
3914 seek revision. Professors give due regard to their paramount responsibilities within the
3915 institution in determining the amount and character of work done outside it. When
3916 considering the interruption or termination of their service, professors recognize the effect of
3917 their decision upon the program of the institution and give due notice of their intentions.

3918

3919 5. As members of the community, professors have the rights and obligations of other citizens.
3920 Professors measure the urgency of these obligations in the light of their responsibilities to their
3921 subject, to their students, to their profession, and to their institution. When they speak or act
3922 as private persons, they avoid creating the impression of speaking or acting for their college or
3923 university. As citizens engaged in a profession that depends upon freedom for its health and
3924 integrity, professors have a particular obligation to promote conditions of free inquiry and to
3925 further public understanding of academic freedom.

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APPENDIX B
ACADEMIC FREEDOM

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

Academic freedom has been defined and codified in a statement of principles that was prepared by representatives of the American Association of University Professors and the Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by many other professional and learned societies, it is known as “The 1940 Statement of Principles on Academic Freedom and Tenure.” RWU unconditionally endorses the 1940 Statement, including the following pertinent passages:

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

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

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

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

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

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

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APPENDIX C
UNIVERSITY CALENDARS

Important Fall Term Dates	Fall 2022		
International Student Orientation	Aug	23	Tues
August Orientation - Day 1	Aug	23	Tues
August Orientation - Day 2	Aug	24	Wed
New Student Move-In Day One: 1:00pm to 4:00pm	Aug	25	Thurs
New Student Move-In Day Two: 8:00am to 11:30am	Aug	26	Fri
New Student Convocation: 2:00pm	Aug	26	Fri
Residence Halls Open for Returning Students: 10:00am to 4:00pm	Aug	28-30	Sun-Tues
Fall Faculty Conference: 8:30am	Aug	30	Tues
First Day of Classes	Aug	31	Wed
Labor Day: No Classes - All University Offices Closed	Sept	5	Mon
Last Day to Add a Course Without Instructor's Permission	Sept	7	Wed
Last Day to Add a Course With Instructor's Permission	Sept	14	Wed
Last day to make meal plan changes/deletions: 4:00pm	Sept	14	Wed
Last Day to Drop a Course Without a "W"	Sept	28	Wed
Friday Classes Meet, Thursday Courses do not Meet	Oct	6	Thu
Fall Break: No Classes - All University Offices Open	Oct	7	Fri
Midterm Grades due to Registrar's Office	Oct	24	Mon
Advisement Period Begins: Winter & Spring	Oct	24	Mon
Last Day to Drop a Course With the "W" (withdrawal) Grade	Nov	4	Fri
Registration Begins: Winter & Spring	Nov	7	Mon
Veteran's Day: No Classes - All University Offices Closed	Nov	11	Fri
Thanksgiving Break: No Classes - All University Offices Closed	Nov	23 - 25	Wed - Fri
Classes Resume	Nov	28	Mon
Last Day of Fall Classes	Dec	14	Wed
Reading Day	Dec	15	Thu
Final Examinations: Day and Evening Classes	Dec	16	Fri
Final Examinations: Day and Evening Classes	Dec	19-21	Mon - Wed
Residence Halls Close at 9:00am	Dec	22	Thurs
Final Grades Due in the Registrar's Office 12:00pm	Dec	28	Wed
Incomplete Grades "I" from Spring & Summer Convert to "F"	Dec	28	Wed

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Important Spring Term Dates	Spring 2023		
Residence Halls Open for all students (Specific days and times will be provided by Residence Life)	Jan	22 - 24	Sun - Tue
January New Student Orientation	Jan	24	Tue
First Day of Classes	Jan	25	Wed
Last Day to Add a Course Without Instructor's Permission	Feb	1	Wed
Last Day to Add a Course With Instructor's Permission	Feb	8	Wed
Last day to make meal plan changes/deletions: 4:00pm	Feb	8	Wed
Presidents Day: No Classes - All University Offices Closed	Feb	20	Mon
Monday Schedule - Monday classes meet	Feb	21	Tue
Last Day to Drop a Course Without the "W" (withdrawal) Grade	Mar	3	Fri
Residence Halls Close at 5:00pm	Mar	10	Fri
Spring Break	Mar	13 - 17	Mon - Fri
Residence Halls Open at 9:00am	Mar	19	Sun
All Classes Resume	Mar	20	Mon
Warning Grades Due to Registrar's Office	Mar	20	Mon
Advisement Period Begins: Summer and Fall	Mar	20	Mon
Degree Application Due in Registrar's Office for Students Graduating in 2023	Mar	31	Fri
University Holiday: No Classes - All University Offices Closed			
Registration Begins: Summer Sessions & Fall Semester	Apr	3	Mon
Last Day to Drop a Spring Course With the "W" (withdrawal) Grade	Apr	6	Thu
University Holiday: No Classes - All University Offices Closed	Apr	7	Fri
Student Academic Showcase and Honors (SASH).	Apr	26	Wed
University Holiday: No Classes - All University Offices Closed			
Student Academic Showcase and Honors (SASH).			
Last Day of Classes	May	10	Wed
Reading Day	May	11	Thu
Final Examinations: Evening Classes Only	May	11	Thu
Final Examinations: Day & Evening Classes	May	12	Fri
Final Examinations: Day & Evening Classes	May	15-17	Mon - Wed
Residence Halls close for non-graduating students at 5pm	May	17	Wed
Senior Rehearsal/BBQ : 12:00pm Fieldhouse	May	18	Thu
All University Commencement	May	19	Fri
Residence Halls Close at 5:00pm: Graduating Students	May	19	Fri
Final Grades Due in the Registrar's Office at 5:00pm	May	24	Wed
Incomplete Grades "I" from Winter & Fall Convert to "F"	May	24	Wed

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Important Fall Term Dates	Fall 2023		
International Student Orientation	Aug	22	Tues
August Orientation - Day 1	Aug	22	Tues
August Orientation - Day 2	Aug	23	Wed
New Student Move-In Day One: 1:00pm to 4:00pm	Aug	24	Thurs
New Student Move-In Day Two: 8:00am to 11:30am	Aug	25	Fri
New Student Convocation: 2:00pm	Aug	25	Fri
Residence Halls Open for Returning Students: 10:00am to 4:00pm	Aug	27 - 29	Sun-Tues
Fall Faculty Conference: 8:30am	Aug	29	Tues
First Day of Classes	Aug	30	Wed
Labor Day: No Classes - All University Offices Closed	Sept	4	Mon
Last Day to Add a Course Without Instructor's Permission	Sept	6	Wed
Last Day to Add a Course With Instructor's Permission	Sept	13	Wed
Last day to make meal plan changes/deletions: 4:00pm	Sept	13	Wed
Last Day to Drop a Course Without a "W"	Sept	27	Wed
Friday Classes Meet, Thursday Courses do not Meet	Oct	5	Thu
Fall Break: No Classes - All University Offices Open	Oct	6	Fri
Midterm Grades due to Registrar's Office	Oct	23	Mon
Advisement Period Begins: Winter & Spring	Oct	23	Mon
Last Day to Drop a Course With the "W" (withdrawal) Grade	Nov	2	Thurs
Registration Begins: Winter & Spring	Nov	6	Mon
Veteran's Day: No Classes - All University Offices Closed	Nov	10	Fri
Thanksgiving Break: No Classes - All University Offices Closed	Nov	22 - 24	Wed - Fri
Classes Resume	Nov	27	Mon
Last Day of Fall Classes	Dec	13	Wed
Reading Day	Dec	14	Thu
Final Examinations: Day and Evening Classes	Dec	15	Fri
Final Examinations: Day and Evening Classes	Dec	18-20	Mon - Wed
Residence Halls Close at 9:00am	Dec	21	Thurs
Final Grades Due in the Registrar's Office 12:00pm	Dec	27	Wed
Incomplete Grades "I" from Spring & Summer Convert to "F"	Dec	27	Wed

3999

Important Spring Term Dates	Spring 2024		
Residence Halls Open for all students (Specific days and times will be provided by Residence Life)	Jan	21-23	Sun - Tue
January New Student Orientation	Jan	23	Tue
First Day of Classes	Jan	24	Wed
Last Day to Add a Course Without Instructor's Permission	Jan	31	Wed
Last Day to Add a Course With Instructor's Permission	Feb	7	Wed
Last day to make meal plan changes/deletions: 4:00pm	Feb	7	Wed
Presidents Day: No Classes - All University Offices Closed	Feb	19	Mon
Monday Schedule - Monday classes meet	Feb	20	Tue
Last Day to Drop a Course Without the "W" (withdrawal) Grade	Mar	1	Fri
Residence Halls Close at 5:00pm	Mar	8	Fri
Spring Break	Mar	11 - 15	Mon - Fri
Residence Halls Open at 9:00am	Mar	17	Sun
All Classes Resume	Mar	18	Mon
Warning Grades Due to Registrar's Office	Mar	18	Mon
Advisement Period Begins: Summer and Fall	Mar	18	Mon
Degree Application Due in Registrar's Office for Students Graduating in 2024	Mar	28	Thu
University Holiday: No Classes - All University Offices Closed	Mar	29	Fri
Registration Begins: Summer Sessions & Fall Semester	Apr	1	Mon
Last Day to Drop a Spring Course With the "W" (withdrawal) Grade	Apr	4	Thu
University Holiday: No Classes - All University Offices Closed			
Student Academic Showcase and Honors (SASH).	Apr	24	Wed
University Holiday: No Classes - All University Offices Closed			
Student Academic Showcase and Honors (SASH).			
Last Day of Classes	May	8	Wed
Reading Day	May	9	Thu
Final Examinations: Evening Classes Only	May	9	Thu
Final Examinations: Day & Evening Classes	May	10	Fri
Final Examinations: Day & Evening Classes	May	13-15	Mon - Wed
Residence Halls close for non-graduating students at 5pm	May	15	Wed
Senior Rehearsal/BBQ : 12:00pm Fieldhouse	May	16	Thu
All University Commencement	May	17	Fri
Residence Halls Close at 5:00pm: Graduating Students	May	17	Fri
Final Grades Due in the Registrar's Office at 5:00pm	May	22	Wed
Incomplete Grades "I" from Winter & Fall Convert to "F"	May	22	Wed

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Important Fall Term Dates	Fall 2024		
International Student Orientation	Aug	20	Tues
August Orientation - Day 1	Aug	20	Tues
August Orientation - Day 2	Aug	21	Wed
New Student Move-In Day One: 1:00pm to 4:00pm	Aug	22	Thurs
New Student Move-In Day Two: 8:00am to 11:30am	Aug	23	Fri
New Student Convocation: 2:00pm	Aug	23	Fri
Residence Halls Open for Returning Students: 10:00am to 4:00pm	Aug	25 - 27	Sun-Tues
Fall Faculty Conference: 8:30am	Aug	27	Tues
First Day of Classes	Aug	28	Wed
Labor Day: No Classes - All University Offices Closed	Sept	2	Mon
Last Day to Add a Course Without Instructor's Permission	Sept	4	Wed
Last Day to Add a Course With Instructor's Permission	Sept	11	Wed
Last day to make meal plan changes/deletions: 4:00pm	Sept	11	Wed
Last Day to Drop a Course Without a "W"	Sept	25	Wed
Friday Classes Meet, Thursday Courses do not Meet	Oct	10	Thu
Fall Break: No Classes - All University Offices Open	Oct	11	Fri
Midterm Grades due to Registrar's Office	Oct	21	Mon
Advisement Period Begins: Winter & Spring	Oct	21	Mon
Last Day to Drop a Course With the "W" (withdrawal) Grade	Oct	31	Thurs
Registration Begins: Winter & Spring	Nov	4	Mon
Veteran's Day: No Classes - All University Offices Closed	Nov	11	Mon
Thanksgiving Break: No Classes - All University Offices Closed	Nov	27 - 29	Wed - Fri
Classes Resume	Dec	2	Mon
Last Day of Fall Classes	Dec	11	Wed
Reading Day	Dec	12	Thu
Final Examinations: Day and Evening Classes	Dec	13	Fri
Final Examinations: Day and Evening Classes	Dec	16 - 18	Mon - Wed
Residence Halls Close at 9:00am	Dec	19	Thurs
Final Grades Due in the Registrar's Office 12:00pm	Dec	27	Fri
Incomplete Grades "I" from Spring & Summer Convert to "F"	Dec	27	Fri

4002

Important Spring Term Dates	Spring 2025		
Residence Halls Open for all students (Specific days and times will be provided by Residence Life)	Jan	19-21	Sun - Tue
January New Student Orientation	Jan	21	Tue
First Day of Classes	Jan	22	Wed
Last Day to Add a Course Without Instructor's Permission	Jan	29	Wed
Last Day to Add a Course With Instructor's Permission	Feb	5	Wed
Last day to make meal plan changes/deletions: 4:00pm	Feb	5	Wed
Presidents Day: No Classes - All University Offices Closed	Feb	17	Mon
Monday Schedule - Monday classes meet	Feb	18	Tue
Last Day to Drop a Course Without the "W" (withdrawal) Grade	Feb	28	Fri
Residence Halls Close at 5:00pm	Mar	7	Fri
Spring Break	Mar	10 - 14	Mon - Fri
Residence Halls Open at 9:00am	Mar	16	Sun
All Classes Resume	Mar	17	Mon
Warning Grades Due to Registrar's Office	Mar	17	Mon
Advisement Period Begins: Summer and Fall	Mar	17	Mon
Degree Application Due in Registrar's Office for Students Graduating in 2025	Mar	28	Fri
University Holiday: No Classes - All University Offices Closed			
Registration Begins: Summer Sessions & Fall Semester	Mar	31	Mon
Last Day to Drop a Spring Course With the "W" (withdrawal) Grade	Apr	4	Thu
University Holiday: No Classes - All University Offices Closed			
Student Academic Showcase and Honors (SASH).			
University Holiday: No Classes - All University Offices Closed	Apr	18	Fri
Student Academic Showcase and Honors (SASH).	Apr	23	Wed
Last Day of Classes	May	7	Wed
Reading Day	May	8	Thu
Final Examinations: Evening Classes Only	May	8	Thu
Final Examinations: Day & Evening Classes	May	9	Fri
Final Examinations: Day & Evening Classes	May	12 - 14	Mon - Wed
Residence Halls close for non-graduating students at 5pm	wed	14	wed
Senior Rehearsal/BBQ : 12:00pm Fieldhouse	May	15	Thu
All University Commencement	May	16	Fri
Residence Halls Close at 5:00pm: Graduating Students	May	16	Fri
Final Grades Due in the Registrar's Office at 5:00pm	May	21	Wed
Incomplete Grades "I" from Winter & Fall Convert to "F"	May	21	Wed

4003

4004

Important Fall Term Dates	Fall 2025		
International Student Orientation	Aug	19	Tues
August Orientation - Day 1	Aug	19	Tues
August Orientation - Day 2	Aug	20	Wed
New Student Move-In Day One: 1:00pm to 4:00pm	Aug	21	Thurs
New Student Move-In Day Two: 8:00am to 11:30am	Aug	22	Fri
New Student Convocation: 2:00pm	Aug	22	Fri
Residence Halls Open for Returning Students: 10:00am to 4:00pm	Aug	24 - 26	Sun-Tues
Fall Faculty Conference: 8:30am	Aug	26	Tues
First Day of Classes	Aug	27	Wed
Labor Day: No Classes - All University Offices Closed	Sept	1	Mon
Last Day to Add a Course Without Instructor's Permission	Sept	3	Wed
Last Day to Add a Course With Instructor's Permission	Sept	10	Wed
Last day to make meal plan changes/deletions: 4:00pm	Sept	10	Wed
Last Day to Drop a Course Without a "W"	Sept	24	Wed
Friday Classes Meet, Thursday Courses do not Meet	Oct	9	Thu
Fall Break: No Classes - All University Offices Open	Oct	10	Fri
Midterm Grades due to Registrar's Office	Oct	20	Mon
Advisement Period Begins: Winter & Spring	Oct	20	Mon
Last Day to Drop a Course With the "W" (withdrawal) Grade	Oct	30	Thurs
Registration Begins: Winter & Spring	Nov	3	Mon
Veteran's Day: No Classes - All University Offices Closed	Nov	10	Mon
Thanksgiving Break: No Classes - All University Offices Closed	Nov	26 - 28	Wed - Fri
Classes Resume	Dec	1	Mon
Last Day of Fall Classes	Dec	10	Wed
Reading Day	Dec	11	Thu
Final Examinations: Day and Evening Classes	Dec	12	Fri
Final Examinations: Day and Evening Classes	Dec	15 - 17	Mon - Wed
Residence Halls Close at 9:00am	Dec	18	Thurs
Final Grades Due in the Registrar's Office 12:00pm	Dec	29	Mon
Incomplete Grades "I" from Spring & Summer Convert to "F"	Dec	29	Mon

4005

Important Spring Term Dates	Spring 2026		
Residence Halls Open for all students (Specific days and times will be provided by Residence Life)	Jan	18-20	Sun - Tue
January New Student Orientation	Jan	20	Tue
First Day of Classes	Jan	21	Wed
Last Day to Add a Course Without Instructor's Permission	Jan	28	Wed
Last Day to Add a Course With Instructor's Permission	Feb	4	Wed
Last day to make meal plan changes/deletions: 4:00pm	Feb	4	Wed
Presidents Day: No Classes - All University Offices Closed	Feb	16	Mon
Monday Schedule - Monday classes meet	Feb	17	Tue
Last Day to Drop a Course Without the "W" (withdrawal) Grade	Feb	27	Fri
Residence Halls Close at 5:00pm	Mar	6	Fri
Spring Break	Mar	9 - 13	Mon - Fri
Residence Halls Open at 9:00am	Mar	15	Sun
All Classes Resume	Mar	16	Mon
Warning Grades Due to Registrar's Office	Mar	16	Mon
Advisement Period Begins: Summer and Fall	Mar	23	Mon
Degree Application Due in Registrar's Office for Students Graduating in 2026	Mar	27	Fri
University Holiday: No Classes - All University Offices Closed			
Registration Begins: Summer Sessions & Fall Semester	Mar	30	Mon
Last Day to Drop a Spring Course With the "W" (withdrawal) Grade			
University Holiday: No Classes - All University Offices Closed	Apr	3	Fri
Student Academic Showcase and Honors (SASH).	Apr	22	Wed
University Holiday: No Classes - All University Offices Closed			
Student Academic Showcase and Honors (SASH).			
Last Day of Classes	May	6	Wed
Reading Day	May	7	Thu
Final Examinations: Evening Classes Only	May	7	Thu
Final Examinations: Day & Evening Classes	May	8	Fri
Final Examinations: Day & Evening Classes	May	11 - 13	Mon - Wed
Residence Halls close for non-graduating students at 5pm	May	13	wed
Senior Rehearsal/BBQ : 12:00pm Fieldhouse	May	14	Thu
All University Commencement	May	15	Fri
Residence Halls Close at 5:00pm: Graduating Students	May	15	Fri
Final Grades Due in the Registrar's Office at 5:00pm	May	20	Wed
Incomplete Grades "I" from Winter & Fall Convert to "F"	May	20	Wed

4006

4007

APPENDIX D

ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW

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4010 The University agrees that during the term of this Agreement, no programs or courses offered by
4011 the University will be transferred to the Roger Williams University School of Law.

APPENDIX E

SELF-STUDY GUIDELINES

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The following guidelines have been adopted to prescribe the format of faculty self-study submissions for presentation through the faculty review processes outlined within Article VIII of the RWU-RWUFA collective bargaining agreement. These guidelines are intended to ensure that faculty self-study submissions are transmitted in a consistent format to aid in the orderly, thorough and efficient review and decision-making process.

Types of Self Study:

1. Non-comprehensive self-study – lecturers
2. Non-comprehensive self-study – tenure-track and visiting faculty
3. Non-comprehensive self-study – librarians
4. Comprehensive self-study – lecturers
5. Comprehensive self-study for tenure-track faculty
6. Comprehensive self-study for librarians
7. Post-Tenure Review

A. Elements of the Non-Comprehensive Self-Study for Lecturers

Lecturers submitting a self-study in connection with a non-comprehensive review are required to complete all sections. Faculty will submit the self-study electronically, according to instructions issued by the office of the Provost.

SECTION 1: SUMMARY OF ACCOMPLISHMENTS

- a. Teaching Including Developmental Advising
 - Describe your educational philosophy as it applies across your teaching
 - Provide a list of courses taught during the previous year.
 - Describe any changes of significance in content and pedagogy.
 - Describe the following components for each course providing a rationale for each in terms of the outcomes of the course:
 - i. organization of the course
 - ii. learning outcomes
 - iii. method of delivery
 - iv. assignments/activities
 - v. examinations or other assessment tools
 - List the number of advisees and briefly describe your approach to developmental advising. Examples may be included at the option of the faculty member.
- b. Service to the institution and community
 - Briefly describe contributions of service to your department/program and any outcomes.
 - Briefly describe contributions of service to your school/college and any outcomes.
 - Briefly describe contributions of service to the university and any outcomes.
 - Briefly describe contributions of service to the community as it relates to your academic expertise and work at RWU.

- 4060
4061
4062 c. Professional Development
4063 • Briefly describe other professional development activities and indicate how those activities
4064 have enhanced your teaching, service, and other work at RWU.
4065
4066 d. Scholarship (optional for lecturers)
4067 • Briefly describe publications, conference presentations, research grants, academic
4068 fundraising activities (applications, awards, maintenance) and/or other creative activities.
4069

4070 SECTION 2: SUPPORTING MATERIAL
4071

- 4072 a. Provide a current copy of your curriculum vitae
4073
4074 b. Provide a copy of the syllabus of each course taught since your last review. If there are
4075 multiple sections of a single course, include the syllabus for just one of those sections,
4076 unless there are significant changes that are worthy of noting.
4077

4078 **B. Elements of the Non-Comprehensive Self-Study for Probationary Teaching Faculty and**
4079 **Visiting Faculty**
4080

4081 Probationary and visiting faculty members submitting a self-study in connection with a non-
4082 comprehensive review are required to complete all sections. Faculty will submit the self-study
4083 electronically, according to instructions issued by the office of the Provost.
4084

4085 SECTION 1: SUMMARY OF ACCOMPLISHMENTS
4086

- 4087 a. Teaching Including Developmental Advising
4088 • Describe your educational philosophy as it applies across your teaching
4089 • Provide a list of courses taught during the previous year.
4090 • Briefly describe any changes of significance in content and pedagogy.
4091 • Briefly describe the following components for one course providing a rationale for each in
4092 terms of the outcomes of the course:
4093 i. organization of the course
4094 ii. learning outcomes
4095 iii. method of delivery
4096 iv. assignments/activities
4097 v. examinations or other assessment tools
4098 • List the number of advisees and briefly describe your approach to developmental advising.
4099 Examples may be included at the option of the faculty member.
4100
4101 b. Scholarship
4102 • Indicate publications, conference presentations, research grants, academic fundraising
4103 activities (applications, awards, maintenance) and/or other creative activities, which
4104 were completed during the review period, including dates for each.
4105 • List other professional development activities and indicate how those activities have
4106 enhanced your teaching, scholarship, service, and other work at RWU.
4107

- 4108 c. Service to the institution and community
4109 • Briefly describe contributions of service to your department/program and any
4110 outcomes.
4111 • Briefly describe contributions of service to your school/college and any outcomes.
4112 • Briefly describe contributions of service to the university and any outcomes.
4113 • Briefly describe contributions of service to the community as it relates to your
4114 academic expertise and work at RWU.
4115

4116 SECTION 2: SUPPORTING MATERIAL

- 4117
4118 a. Provide a current copy of your curriculum vitae.
4119
4120 b. Provide a copy of the syllabus of each course taught since your last review. If there are
4121 multiple sections of a single course, include the syllabus for just one of those sections,
4122 unless there are significant changes that are worthy of noting.
4123

4124 **C. Elements of the Non-Comprehensive Self-Study for Probationary Faculty Librarians**

4125
4126 Probationary faculty librarians submitting a self-study are required to complete all sections. Faculty will
4127 submit the self-study electronically, according to instructions issued by the office of the Provost.
4128

4129 SECTION 1: SUMMARY OF ACCOMPLISHMENTS

- 4130
4131 a. Professional Competence and Program Development
4132 • Provide a list of primary activities and accomplishments as a faculty librarian during
4133 the previous year.
4134 • Note any changes of significance in professional responsibilities.
4135 • Briefly describe other professional development activities and indicate how those
4136 activities have enhanced your professional competence and program development,
4137 scholarship and other work at RWU.
4138
4139 b. Scholarship
4140 • Briefly indicate publications, conference presentations, research grants, academic
4141 fundraising activities (applications, awards, maintenance) and/or other creative
4142 activities, including dates for the review period.
4143
4144 c. Service
4145 • Briefly describe contributions of service to your school/college and any outcomes.
4146 • Briefly describe contributions of service to the university and any outcomes.
4147 • Briefly describe contributions of service to the community as it relates to your
4148 academic expertise and work at RWU.
4149

4150 SECTION 2: SUPPORTING MATERIAL

- 4151
4152 a. Provide a current copy of your curriculum vitae.
4153

4154 **D. Elements of the Comprehensive Self-Study for Lecturers**

4155
4156 Lecturers submitting a self-study in connection with a comprehensive review are required to complete
4157 all sections. Faculty will submit the self-study electronically, according to instructions issued by the
4158 office of the Provost.

4159
4160 SECTION 1: SUMMARY OF ACCOMPLISHMENTS

4161
4162 Executive Summary. While not required, the faculty member under review may include an
4163 executive summary in narrative form that guides the reader through the document.

- 4164
- 4165 a. Teaching Including Developmental Advising
- 4166 • Describe your educational philosophy as it applies across your teaching.
 - 4167 • Provide a list of courses taught.
 - 4168 • Describe the outcomes for each course being considered, and discuss how they relate
4169 to the outcomes of the academic program, the school/college, and the mission of the
4170 University.
 - 4171 • Describe the following components for each course:
 - 4172 i. organization of the course
 - 4173 ii. method of delivery
 - 4174 iii. assignments/activities/instructional strategies
 - 4175 iv. examinations or other assessment tools
 - 4176 • Describe student performance in each course and assess the performance in terms of
4177 the outcomes of the course.
 - 4178 • Provide an analysis of the student course surveys. Include examples of how you have
4179 adapted your course in response to student surveys, feedback from classroom
4180 observations and/or your own assessment of student learning and success.
 - 4181 • Describe any efforts you have made to address diversity and inclusion through course
4182 material and/or instructional strategies.
 - 4183 • List the number of advisees and briefly describe your approach to developmental
4184 advising. You may wish to include examples or include materials you have prepared
4185 for advising purposes.
- 4186
- 4187 b. Service
- 4188 • Briefly describe contributions of service to your department/program and any
4189 outcomes.
 - 4190 • Briefly describe contributions of service to your school/college and any outcomes.
 - 4191 • Briefly describe contributions of service to the university and any outcomes.
 - 4192 • Briefly describe contributions of service to the community as it relates to your
4193 academic expertise and work at RWU.
- 4194
- 4195 c. Professional Development
- 4196 • Describe other professional development activities and indicate how those activities have
4197 enhanced your teaching, service, and other work at RWU.
 - 4198 • Describe any examples of efforts to share best practices with colleagues, either internally or
4199 externally, such as through workshops or presentations.
 - 4200 • Describe any significant contributions to curricular or other academic initiatives.
- 4201

- 4202 d. Scholarship (optional for lecturers)
4203 • Briefly describe publications, conference presentations, research grants, academic
4204 fundraising activities (applications, awards, maintenance) and/or other creative activities.
4205

4206 SECTION 2: SUPPORTING MATERIAL
4207

- 4208 a. Provide a current copy of your curriculum vitae.
4209 b. Provide a copy of the syllabus of each course you have taught. You may wish to include more
4210 than one syllabus for the same course to document updates you have made to your courses over
4211 time.
4212 c. Provide copies of relevant materials that you prepared for use in your courses (representative
4213 samples of assignments, assessments, examinations, etc.).
4214 d. Provide copies of student course surveys for courses included in the self-study.
4215 e. Provide copies of classroom observations conducted since your hire or last review.
4216 f. Provide copies of any non-comprehensive reviews conducted by your dean.
4217
4218

4219 **E. Elements of the Comprehensive Self Study for Tenure-track Teaching Faculty**
4220 **(Applies to Pre-tenure, Promotion, and Tenure with Promotion)**
4221

4222 Faculty members submitting a self-study are required to complete all sections. Faculty will submit the
4223 self-study electronically, according to instructions issued by the Office of the Provost.
4224

4225 SECTION 1: SUMMARY OF ACCOMPLISHMENTS
4226

4227 Executive Summary. While not required, the faculty member under review may include an
4228 executive summary in narrative form that guides the reader through the document.
4229

- 4230 a. Teaching including Developmental Advising
4231 • Describe your educational philosophy as it applies across your teaching.
4232 • Provide a list of courses taught. Faculty members undergoing comprehensive review
4233 and should discuss at least three of the courses taught since their hire/last
4234 comprehensive review.
4235 • Describe the outcomes for each course being considered, and discuss how they relate
4236 to the outcomes of the academic program, the school/college, and the mission of the
4237 University.
4238 • Describe the following components for each course:
4239 i. organization of the course
4240 ii. method of delivery
4241 iii. assignments/activities/instructional strategies
4242 iv. examinations or other assessment tools
4243 v. Describe student performance in each course and assess the performance in terms
4244 of the outcomes of the course.
4245 • Provide an analysis of the student course surveys. Include examples of how you have
4246 adapted your course in response to student surveys, feedback from classroom
4247 observations and/or your own assessment of student learning and success.
4248

- 4249
- Describe any efforts you have made to address diversity and inclusion through course material and/or instructional strategies.
- 4250
- Describe your approach to developmental advising and analyze its effectiveness. You may wish to include examples or include materials you have prepared for advising purposes.
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4255

b. Scholarship

- Provide a statement of your research interests and scholarly agenda. Such a statement articulates the intellectual, aesthetic or creative questions, issues or problems the faculty member seeks to explore in their work. An agenda can frame the broad goals and accomplishments of a faculty members, their contributions to new knowledge, and draw connections between the faculty member’s scholarly work and the mission and goals of their academic program or department. A faculty member may describe how their scholarly agenda has evolved over time, and identify future goals and contributions. See also Article VIII.C.3.
 - Describe your efforts and accomplishments in the dissemination of your scholarly work, including publications, presentations, exhibitions, performances or other forms of dissemination.
 - Describe your efforts and any outcomes in securing external support, if applicable.
 - Describe and document any certification(s), or renewal of certification(s), and indicate how this certification enhances your teaching and other work at RWU.
 - Describe other professional development activities and indicate how those activities have enhanced your teaching, scholarship and other work at RWU.
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c. Service

- Describe contributions of service to your department/program and any outcomes.
 - Describe contributions of service to your school/college and any outcomes.
 - Describe contributions of service to the university and any outcomes.
 - Describe contributions of service to the community as it relates to your academic expertise and work at RWU.
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4280

d. Goals

- List your short- and long-term professional goals for the future, particularly as they relate to your teaching and scholarly agenda.
 - Describe how you have addressed the recommendations offered by the Dean in your prior reviews
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4286

SECTION 2: SUPPORTING MATERIAL

4287

a. Provide a current copy of your curriculum vitae.

4288

b. Provide a copy of the syllabus of each course being considered. You may wish to include more than one syllabus for the same course to document updates you have made to your courses over time.

4289

4290

4291

4292

c. Provide copies of relevant materials that you prepared for use in your courses (representative samples of assignments, examinations, etc.).

4293

4294

d. Provide copies of student course surveys for courses included in the self-study narrative.

4295

e. Provide copies of classroom observations conducted since your hire or last review.

- 4296 f. Provide copies of research material, professional publications, presentations, grant
4297 material, or documentation of creative activities. Include evidence of peer review if
4298 applicable.
4299 g. Provide copies of the reports of the Faculty Committees, the Dean and the Provost for the
4300 entire probationary or review period.
4301 h. Include any other materials that support your self-study.
4302

4303 **F. Elements of the Comprehensive Self Study for Faculty Librarians (Applies to Pre-**
4304 **Tenure, Tenure, and Tenure with Promotion)**
4305

4306 Faculty members submitting a self-study are required to complete all sections. Faculty will submit the
4307 self-study electronically, according to instructions issued by the office of the Provost.
4308

4309 **SECTION 1: SUMMARY OF ACCOMPLISHMENTS**

4310 Executive Summary. While not required, the faculty member under review may include an
4311 executive summary in narrative form that guides the reader through the document.
4312

- 4313 a. Professional Competence and Program Development
- 4314 • Describe your philosophy of academic librarianship
 - 4315 • Describe your effectiveness as an academic librarian across the range of your position
4316 responsibilities.
 - 4317 • Describe new initiatives and significant developments in your area of expertise.
 - 4318 • Describe your approach to working with students, faculty colleagues, and other staff in
4319 support of teaching and scholarship at RWU.
 - 4320 • Describe efforts to maintain knowledge and competency in existing and developing
4321 appropriate technologies.
 - 4322 • Describe participation in workshops which develop professional skills.
 - 4323 • Describe any significant contributions to academic initiatives (for example, curricular
4324 reforms, undergraduate research, living learning communities, community-engaged learning,
4325 or other).
 - 4326
- 4327 b. Scholarship
- 4328 • Provide a statement of your research interests and scholarly agenda. Such a statement
4329 articulates the intellectual, aesthetic or creative questions, issues or problems the
4330 faculty member seeks to explore in their work. An agenda can frame the broad goals
4331 and accomplishments of a faculty members, their contributions to new knowledge,
4332 and draw connections between the faculty member's scholarly work and the mission
4333 and goals of their academic program or department. A faculty member may describe
4334 how their scholarly agenda has evolved over time, and identify future goals and
4335 contributions. See also Article VIII.C.3.
 - 4336 • Describe your efforts and accomplishments in the dissemination of your scholarly
4337 work.
 - 4338 • Document your research grant application(s) or academic fundraising activities as
4339 applicable.
 - 4340 • Describe and document any maintenance of certification(s), and indicate how this
4341 certification enhances your teaching and other work at RWU.

4342 • Describe other professional development activities and indicate how those activities
4343 have enhanced your professional competence and program development, scholarship,
4344 service and other work at RWU.

4345

4346 c. Service to the institution and community

4347 • Briefly describe contributions of service to your school/college and any outcomes.

4348 • Briefly describe contributions of service to the university and any outcomes.

4349 • Briefly describe contributions of service to the community as it relates to your
4350 academic expertise and work at RWU.

4351

4352 d. Goals

4353 • Discuss your short- and long-term professional goals for the future.

4354 • Describe how you have responded to the recommendations offered by the dean in
4355 your prior reviews

4356

4357 SECTION 2: SUPPORTING MATERIAL

4358

4359 a. Provide a current copy of your curriculum vitae.

4360 b. Provide copies of research material, professional publications, presentations, grant
4361 material, or documentation of creative activities undertaken. Include evidence of peer
4362 review if applicable.

4363 c. Provide copies of the reports of the Faculty Committees, the Dean and the Provost: for
4364 the entire probationary or review period.

4365 d. Include any other materials that support your self-study.

4366

4367 **G. Elements of Post-Tenure Review Self-Study**

4368 Faculty members submitting a self-study are required to complete all sections. Faculty will submit the
4369 self-study electronically, according to instructions issued by the Office of the Provost.

4370

4371 SECTION 1: SUMMARY OF ACCOMPLISHMENTS

4372

4373 a. Provide a short self-assessment report (not to exceed four pages in length) describing
4374 teaching, scholarship and service activities over the preceding eight years as well as plans
4375 and priorities in those areas for the next few years.

4376 b. For librarians the short self-assessment shall describe professional competence and
4377 program development; scholarly, professional and/or creative activities and institutional
4378 and/or community service.

4379

4380 SECTION 2: SUPPORTING MATERIAL

4381

4382 a. The faculty member's current curriculum vitae.

4383 b. Course syllabi reflecting modifications or innovations adopted since the last evaluation
4384 (where applicable).

4385 c. The faculty member may elect to submit a letter or letters of support from additional
4386 sources.

APPENDIX F

COMPUTATION OF DATES

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Whenever a date or deadline specified in this CBA falls on a Saturday, Sunday or University-recognized holiday, such date or deadline shall, for purposes of this Agreement, be extended to the next day which is not a Saturday, Sunday or University-recognized holiday.

APPENDIX G
DEFINITIONS

- 4393
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- 4396 1. MBU/faculty member: member of the bargaining unit as defined in ARTICLE I.
4397
4398 2. Full-time MBU: faculty member to include tenure-track, tenured, lecturer, visiting,
4399 responsible for delivering a full workload as defined in this CBA.
4400
4401 3. Faculty Librarian: a 10-month or 12-month MBU who holds the degree of Master of
4402 Library Science from an institution accredited to grant such degrees by the American
4403 Library Association.
4404
4405 4. Adjunct Faculty MBU: Faculty employed on less than a full-time basis teaching at least
4406 two (2) three-credit courses with six (6) contact hours and who has established
4407 membership in the bargaining unit and are paid on a per course basis.
4408
4409 5. Probationary Faculty: faculty with tenure-track appointments who are expected to apply
4410 for a position with tenure upon completion of the requirements for tenure.
4411
4412 6. Provost: Chief Academic Officer of the University.
4413
4414 7. President: Chief Executive Officer of the University.
4415
4416 8. CHRO: Chief Human Resources Officer.
4417
4418 9. President’s and/or Provost’s “designee”: Individual appointed to stand in the stead of the
4419 President and/or Provost, with requisite authority to resolve the subject matter so
4420 delegated.
4421
4422 10. RWU: Roger Williams University or “University”.
4423
4424 11. RWUFA: Roger Williams University Faculty Association NEARI/NEA.
4425
4426 12. CBA/Collective Bargaining Agreement: The governing Agreement between the RWUFA
4427 and RWU.
4428
4429 13. Fiscal year: one year July 1 to June 30.
4430
4431 14. Academic year: First day of Fall Classes to Commencement.
4432
4433 15. University network: includes access to ethernet, printers, wi-fi, email account, learning
4434 management system, etc.

APPENDIX H

PROFESSIONAL DEVELOPMENT GUIDELINES

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1. Purpose

The purpose of this policy is to prescribe the provisions under which Article XV Section I of the Faculty Contract will be implemented.

2. Committee Membership and Selection (Year One)

For the 2022-2023 academic year, the Professional Development Committee (PDC) will include nine faculty members and up to four administrative representatives. The administrative representatives will be appointed each year by the Provost.

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

- Feinstein College of Arts and Sciences
 - School of Humanities, Arts and Education - (2)
 - School of Social and Natural Sciences - SS (1)
 - School of Social and Natural Sciences - NS (1)
- Gabelli School of Business (1)
- School of Justice Studies (1)
- School of Engineering, Computing, and Construction Management (1)
- School of Architecture, Art, and Historic Preservation (1)
- Library (1)

Elections will be held within each academic unit by May 1st of each academic year to designate the PDC representative who will serve a two-year term. The faculty members appointed to the committee will serve staggered two-year, renewable terms.

3. Committee Duties (Year One)

a. Initial Meeting

The PDC will meet by September 15th during the academic year for which the PDC is elected to serve. At that meeting, the chair of the committee will be elected by those members present.

b. Subsequent Meetings

The chair of the PDC will schedule meetings to be held at reasonable monthly intervals

4477 during the course of the academic year. The chair will notify the committee members of
4478 meeting times and locations in a reasonable time in advance of the meeting. A majority
4479 of members must be present to conduct a meeting.

4480
4481 At these meetings, the PDC will consider all outstanding requests for reimbursement
4482 made by faculty members that have been submitted for consideration in accordance
4483 with the procedures prescribed below. The PDC will review these requests and
4484 determine whether the request should be approved, denied, or returned to the faculty
4485 member for additional clarification or justification.

4486 The committee will reach all of its decisions by a majority vote of the members present
4487 at an official meeting. The chair (or their designee) will be responsible for keeping
4488 minutes of meetings and recording all transactions that occur during meetings. A list of
4489 approved requests will be forwarded to the finance office for payment.

4490

4491 c. Final Meeting (Year One)

4492

4493 Following the deadline for reimbursement request submission, the PDC will conduct its
4494 final meeting. The PDC will prepare a list of final payments in accordance with the rules
4495 for final payment established by the committee at its Initial Meeting. The list will be
4496 forwarded to the finance office for payment.

4497

4498 4. Committee Membership and Selection (After Year One)

4499

4500 For the 2023-2024 through 2025-2026 academic years, the Professional Development
4501 Committee (PDC) will include eight (8) members, four (4) faculty members and four (4)
4502 administrative representatives. The faculty representatives will be elected by and from among the
4503 full-time faculty and serve staggered two-year terms. For the first election cycle, two (2) faculty
4504 members, determined by lot, shall serve one (1) year. The administrative representatives will be
4505 appointed each year by the Provost.

4506

4507 5. Committee Duties (After Year One)

4508

4509 a. Initial Meeting

4510

4511 The PDC will meet by September 15th during the academic year for which the PDC is
4512 elected to serve. At that meeting, the chair of the committee will be elected by those
4513 members present.

4514

4515 b. Subsequent Meetings

4516

4517 The chair of the PDC will schedule meetings to be held at reasonable monthly intervals during
4518 the course of the academic year. The chair will notify the committee members of meeting times

4519 and locations in a reasonable time in advance of the meeting. A majority of members must be
4520 present to conduct a meeting.

4521

4522 The role of Committee members is to:

4523

- 4524 ● serve as consultants on the construction of the new system for processing
4525 reimbursement requests.
- 4526 ● aid in the transition from acutting.net.
- 4527 ● provide information and training to users of the new system.
- 4528 ● render advisory opinions on requests not processed automatically through the
4529 system.
- 4530 ● provide quarterly reports to the RWUFA containing an adequate summary of all
4531 reimbursement requests that includes the names of the requesting faculty members,
4532 the amounts of their requests, and whether the requests were approved or denied.
- 4533 ● act as liaisons between faculty and Finance.
- 4534 ● develop, review and inform policies, as needed, to assess the implementation of the
4535 new system after an initial year of its use.
- 4536 ● provide recommendations concerning the methodology by which a residual pool of
4537 funds, due to MBUs who do not fully utilize their individual allocation in that year,
4538 should be apportioned amongst those MBUs who seek reimbursement from that pool
4539 for approved expenses beyond their individual allocation.

4540

4541 6. Definition of Allowable Professional Development Activities

4542

4543 To insure appropriate distribution of monies, reimbursement will be made only for professional
4544 development activities directly related to the faculty member's academic role and employment-
4545 related duties at RWU. Requests for reimbursement may be made under the following categories:

- 4546 ● Membership fees in professional societies.
- 4547 ● Journal and periodical subscriptions.
- 4548 ● Professional licensure and certification.
- 4549 ● Attendance at conferences, professional or academic meetings, seminars,
4550 and academic courses to include attendance fees, lodging, meals and travel.
- 4551 ● Research expenses incurred in academic or professional research including but not
4552 limited to library fees, grant application fees and copying fees. Other examples of
4553 qualifying expenses may include web hosting services, software, translation
4554 services, transcription services, data storage fees, subventions, production materials
4555 and supplies, etc.
- 4556 ● Professional-related printed materials.
- 4557 ● Professional-related equipment, if demonstrated to directly and exclusively
4558 contribute to professional development. Items purchased in this category become the
4559 property of the University and should be used primarily in the furtherance of the
4560 faculty member's official duties within the university. In the event that the faculty

4561 member leaves the employ of the university while an item purchased under this
4562 category has any remaining value (as determined by the university), then the faculty
4563 member will be given the opportunity to purchase the item at its current value.
4564 Otherwise, the faculty member will return the item to the university. Items
4565 purchased under this category with a value in excess of \$1,200 must be entered into
4566 the university's inventory control system. Upon receipt of reimbursement, the
4567 faculty members are responsible for contacting their academic dean to arrange for
4568 the item to be entered into the inventory control system.

4569
4570 Equipment in Professional Development will not include personal electronics (cell phone, tablet,
4571 laptop, etc.) unless approved in advance by the Provost if demonstrated to directly and
4572 exclusively contribute to professional development.

4573 4574 7. Definition of Non-Allowable Reimbursement Requests

4575
4576 While it may be desirable under certain circumstances that the University or its students derive
4577 indirect benefit from the use of these funds, the monies allocated under this policy are designed
4578 for those professional development activities for which the faculty member is the primary
4579 beneficiary. Accordingly, the following list (while not inclusive) provides examples of requests
4580 for which reimbursement will be denied:

- 4581
- 4582 ● Activities required by the university, either explicitly or implicitly, as a condition of
4583 employment.
 - 4584 ● Activities for which one or more students are the primary beneficiary to include the
4585 purchase of food, material, equipment or supplies.
 - 4586 ● Expenses incurred by transporting or accompanying students to required activities.
 - 4587 ● Student expenses incurred in the preparation, presentation or delivery of student
4588 research projects.
 - 4589 ● Equipment or materials for use in a faculty member's on-campus office which would
4590 normally be provided by the university such as furniture, bookcases, lighting,
4591 computers, printers, ink, paper, etc.
 - 4592 ● Expenses already reimbursed through another program, University or otherwise.
 - 4593 ● Expenses incurred by family members when accompanying the faculty member to
4594 conferences, seminars, etc.

4595 4596 8. Application Procedures

4597
4598 For 2022-2023, the procedure will be as follows:

4599
4600 To apply for reimbursement for professional development expenses, the faculty member must
4601 comply with the procedures described below as well as any modifications to these procedures
4602 published by the PDC after its initial meeting. The procedures for each request are as follows:

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- a) Fill out the professional development reimbursement request form at <http://ACutting.com/pd>.
- b) Print and sign the acknowledgment. The acknowledgement is provided in the form of an email sent to the faculty member.
- c) Submit the signed acknowledgement along with all required documentation to the designated person. The designated person is usually the administrative assistant of the department in which the faculty member resides.

After the 2022-23 academic year, the procedure will be as follows:

- d) Fill out and submit the professional development reimbursement request on the University's online reimbursement request system.

9. Reimbursement Application Deadline

All requests for reimbursement for an academic year must be submitted by May 1st of that year. (This deadline may be adjusted by one or two days by the PDC at its Initial Meeting to accommodate the annual calendar, i.e., when May 1st falls on a weekend. This change should be communicated to the faculty and administration in accordance with paragraph 2d (1) above.) These reimbursement requests must be for expenses incurred from May 2nd of the preceding academic year through May 1st of the current academic year. Requests submitted after May 1st (including requests submitted during the aforementioned period but not acted upon because of incomplete documentation) will not be approved.

10. Supporting Documentation

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

- Except, as otherwise provided below, all requests must be supported by copies of checks, cash receipts, credit card statements or receipts or other generally accepted forms of documentation. Original receipts should not be submitted as they will not be returned.
- Requests in the conference category must be supported by an official announcement (printed or email), brochure, catalog, Web page, or other documents showing place, dates and cost.
- Meal expenses up to the per diem need not be supported by documentation.
- Travel expenses exceeding the "30-day advanced purchase coach class rate" must include justification for the additional expense.

- 4645 ● Equipment purchased using professional development funds must be used exclusively
4646 (at least 95%) for professional development activities and in furtherance of the faculty
4647 member’s official duties within the university. All equipment requests must be
4648 accompanied by a signed statement to that effect, a detailed description of the ways in
4649 which the equipment contributes to professional development, along with a statement by
4650 the dean of the school. Except that, equipment requests under \$200 shall not need the
4651 statement of the dean.
- 4652 ● Expenses accrued for future attendance at conferences, seminars, etc. may be
4653 reimbursed only if the expense has actually been incurred. (Examples include payment
4654 of a conference attendance fee, airline tickets, or hotel deposits.) Following the
4655 activity, the faculty member may submit a second reimbursement request for
4656 additional expenses incurred in conjunction with the attendance (meals, hotel, mileage,
4657 taxi, etc.).

4658

4659 11. Calculation of Amounts Reimbursed

4660

4661 Faculty members will be reimbursed for approved requests up to the amount specified in the
4662 *Faculty Contract* for the current academic year. Requests for reimbursement that exceed the
4663 individual contractual amount may be submitted by a faculty member and will be reviewed and
4664 acted upon by the PDC. Such approved requests will be entered into the professional
4665 development data management system but will not necessarily be reimbursed. As of May 2 of
4666 each year, unused professional development funds may be allocated by the PDC to those faculty
4667 members with approved reimbursement requests that exceed the individual reimbursement. This
4668 disbursement will be made in accordance with the guidelines established by the PDC at the
4669 Initial Meeting and published prior to the beginning of the academic year. Since ideally, every
4670 faculty member will be fully engaged in professional development and, therefore, use all of their
4671 professional development funds, no faculty member should rely on reimbursement beyond the
4672 annual contractual amount.

4673

4674 12. Records of Selection for and Expenditure of Professional Development Funds

4675

4676 The University shall maintain records of expenditures for professional development for review
4677 by the Board of Trustees’ Audit Committee.

APPENDIX I

ROGER WILLIAMS UNIVERSITY AND ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW SEXUAL HARASSMENT POLICY & PROCEDURES

POLICY STATEMENT

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

PROSCRIBED CONDUCT

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

1. Quid Pro Quo Harassment: This harassment is an intentional, intolerable exploitation of a position of power and authority such as unwelcome sexual advances, requests, or demands for sexually based favors or other gender based verbal or physical conduct where submission to or rejection of such conduct by an individual is used, by the person(s) in a position of power or authority, as a basis for employment, academic, or institutional environment decisions affecting such individual.
2. Hostile Environment Harassment: This harassment arises where one or more members of the university community engage in gender based conduct that unreasonably creates an intimidating, hostile, or offensive working and/or study environment that has the effect of altering one’s work or academic performance and the conditions of employment or study at the university. It may arise independent of the supervisor/subordinate or teacher/student relationship (e.g., co-worker to co-worker) and the conduct need not be overtly sexual in nature but merely gender differentiating. As a general guiding principal established herein, no gender based actions that are not specifically and officially endorsed by the university (e.g.; separate rest room facilities) are authorized or condoned. Currently, as established under controlling case law interpretation of both state and federal laws, hostile environment sexual harassment consists of conduct that: (1) would not have occurred but for the victim’s gender and (2) is sufficiently severe or pervasive as (3) adjudged by the reasonable person (of the same gender as the victim under Rhode Island law) to (4) adversely affect a victim’s work or other conditions of employment or academic performance or study environment. The university will continue to provide education and training as to illegal and intolerable conduct rising to the level of sexual harassment.

4720 ENFORCEMENT

4721 The university will fully investigate all charges of sexual harassment filed pursuant to this policy
4722 and render a deliberative finding, taking immediate corrective action in cases where the record so
4723 warrants. Individuals found to have engaged in such misconduct shall be accordingly disciplined.
4724 This misconduct is grave on its face and terminable. Supervisory personnel who witness what they
4725 believe is harassing conduct of subordinates or colleagues or are in receipt of formal or informal
4726 allegations of such conduct are obligated to report same to the university through the procedures
4727 detailed below.

4728
4729 All employees or students who witness or have tangible evidence of potentially harassing conduct
4730 are responsible to cooperate fully and honestly with the university in its investigation of such alleged
4731 conduct. Failure to do so impedes the university's search for facts necessary to appropriate
4732 determination and is, in itself, disciplinable. Employees and students who fully, honestly and
4733 forthrightly cooperate with the university in its investigation and the enforcement of this policy shall
4734 be deemed to be operating within the scope of employment and/or as agents of the university and for
4735 such cooperation shall be covered by the university's indemnification policy.

4736
4737 EDUCATION AND TRAINING

4738 As a necessary, proactive measure of policy integrity and enforcement, the university will provide
4739 mandatory education and training for members of the university community to ensure understanding
4740 and appreciation of the Policy, the laws as amended and re-interpreted from time-to-time, (which serve
4741 as a basis for this policy and its proscriptive measures) and the Procedures. This education and training
4742 will be coordinated through the university's Department of Human Resources and provided by or
4743 through formally designated members of the university community with knowledge of the laws and
4744 this policy's parameters. Information regarding provision of university education and training on
4745 sexual harassment may be obtained from the Department of Human Resources. Information and
4746 guidance as to this policy and its procedures as well as to respond to specific questions relative to the
4747 law of sexual harassment may be obtained from the Office of General Counsel.

4748
4749 CONFIDENTIALITY

4750 While all reasonable efforts will be made to respect the confidentiality of all parties to, witnesses of,
4751 and any other employee or student with evidence of, sexual harassment charge(s), the university is
4752 obligated to fully address all charges of such conduct and cannot guarantee total confidentiality
4753 where it will impede the search for truth and the necessary findings of fact as it relates to the law and
4754 university policy. A thorough investigation, including discussing witnesses' accounts and
4755 confronting the accused will often transpire. A charge of sexual harassment is most serious, cannot
4756 and will not be taken lightly and cannot and will not be "off the record".

4757
4758 RETALIATION

4759 Retaliatory action under any and all circumstances taken against an individual who files a complaint
4760 of sexual harassment honestly and in good faith, or who is cooperating with the university's
4761 investigation into such allegation, is prohibited and terminable.

4762

4763 MALICIOUS ALLEGATIONS/ACTIONS

4764 False charges of sexual harassment made knowingly or with wanton reckless disregard for the truth
4765 and veracity thereof, shall be considered malicious charges and are not within the scope of anyone's
4766 employment. The university reserves the right to impose sanctions against the accuser up to and
4767 including termination. Repeated filing of frivolous charges will be considered reckless disregard
4768 for the truth and veracity of said charges. Neither failure to substantiate a sexual harassment charge
4769 nor a university finding that sexual harassment did not occur, of itself, constitutes malicious
4770 charge(s).

4771

4772 ELECTION OF REMEDIES

4773 Neither this Policy nor its correlative Procedures preclude the accuser from filing charges with
4774 any external agency or otherwise seeking redress pursuant to law. At such election, at any stage
4775 of the process, the procedure will be handled directly by the university's Office of General
4776 Counsel, but shall otherwise continue to operate through to resolution as set out under
4777 "PROCEDURES" below.

4778

4779 - P R O C E D U R E S -

4780 The university's sexual harassment policy must be adhered to by all members of the university
4781 community. Any student or employee who honestly feels subjected to or has witnessed sexual
4782 harassment, as outlined in the policy and elaborated upon in educational sessions provided by the
4783 university, should immediately report the conduct to the university designated intake agents(s) as
4784 follows:

4785

- 4786 1. Students report the conduct to the Office of the Dean of Students (Kathleen McMahon X3032).
- 4787 2. Employees report the conduct to the Office of the President (Rick Hale X3079).
- 4788 3. Alternatively, at either the election of the reporting/charging party or the referral of either of the two
4789 offices listed above, the Office of the General Counsel (X5567) shall serve as intake agent.
- 4790 4. Should the allegations involve personnel in either of the offices set out in 1. and 2. above, or
4791 personnel in the Office of the President, the matter shall be reported directly to the Office of
4792 General Counsel. If the allegations involve personnel in the Office of General Counsel, the matter
4793 shall be reported to the Office of the President.

4794

4795 Immediately upon receiving notification of conduct alleged to be gender based harassment, the
4796 Office identified above, as the initial intake agent of the university except under Provision 4., shall
4797 notify the Office of General Counsel (if it is not already serving as the intake agent) and commence
4798 investigation of the alleged conduct, maintaining confidences to the extent practicable. The
4799 investigation and all subsequent steps in the procedure will be conducted in accordance with
4800 direction from the Office of General Counsel.

4801

4802 Should Provision 4., above, be invoked concerning an allegation of gender-based misconduct in
4803 the Office of General Counsel, investigation will be conducted by or at the direction of the Office

4804 of the President, using the procedure outlined below, while adjusting the process as necessary to
4805 avoid conflict of interest within the Office of General Counsel.

4806
4807 The President, Senior Vice President(s), or Vice President(s) supervising the division of the
4808 accuser and the accused shall, to the extent not compromising the integrity of this policy and
4809 procedure, be apprised of the matter following initial intake and shall be kept apprised of and
4810 involved, as appropriate, in the investigation and findings.

4811
4812 **STEP 1 – INTERVENTION**

4813 This process is prerequisite to formal hearing and the recording of the university’s official,
4814 investigated findings of whether or not sexual harassment has occurred and/or whether a malicious
4815 claim has been filed. It provides no specific sanctions but addresses each matter individually, as
4816 confidentially as practicable, and seeks formal resolution by written agreement of all parties to the
4817 conduct alleged by the accused, to be gender based, harassing, unwelcome, and intolerable.

4818
4819 The intervention process shall include the following:

4820 1. Interview, by an intake agent, of the accuser and creation of a separate formal record to be
4821 maintained in the intake office with final copy, following failed or successful resolution of the
4822 intervention, to the Office of General Counsel.

4823
4824 The intervention may include the following:

4825 1. Interview, by an intake agent, of the accused, setting forth the allegations and making
4826 record of the response, complete with specific information as to rebuttal witnesses and other
4827 information offered that is conducive to resolution.

4828 2. Discussion with both accuser and accused of formal resolution to which each would agree
4829 in writing before involving testimony and evidentiary practices that may erode the confidentiality
4830 of the complaint and the parties.

4831 3. If both parties are amenable to formal resolution at the intervention step as proposed by the
4832 university through its intake agents(s), a formal agreement will be prepared by the Office of
4833 General Counsel after consultation and debriefing with the intake agent, provided to accuser and
4834 accused for signing and then implemented according to its terms.

4835
4836 **TIME LIMITS**

4837 From receipt of accusation to intervention resolution, a period of thirty (30) calendar days is the
4838 time limit for Step 1 intervention upon all parties to the allegation. The time limit may be extended
4839 by formal agreement of the accuser and the university. Where the accused has been properly joined
4840 at the intervention step, extension of time limits need also evidence the accused’s agreement.
4841 Absent resolution or mutual agreement to extend the time limit, the allegation will be forwarded to
4842 Step 2 of the procedure.

4843
4844 **STEP 2 – FACT FINDING**

4845 Unless the accuser expressly wishes to withdraw the allegations, Step 2 shall be convened and
4846 shall proceed, either (1) thirty (30) days failing formal resolution at Step 1 following initial intake

4847 interview and explanation of the procedure or (2) immediately, if the accuser does not wish to
4848 proceed at Step 1, but wishes to commence a formal investigation.

4849

4850 1. The record established at Step 1 shall be forwarded to the designee (Factfinder) of the
4851 President.

4852 a. If the matter involves the Office of the President, the Factfinder will be the Office of
4853 General Counsel.

4854

4855 2. From inception of Step 2 through formal finding by the Factfinder, not more than sixty
4856 (60) calendar days shall elapse absent special circumstances and in no event shall more than
4857 ninety (90) days elapse, except by consent of the parties.

4858

4859 3. The Factfinder shall review the record established at Step 1 and investigate the allegation(s)
4860 further as warranted. This investigation, as illustrative of the search for credible facts, would
4861 include:

4862 a. Re-examination of the accuser and/or accused as warranted.

4863 b. Discussion with and testimony by witnesses

4864 c. Gathering of credible non-testimonial evidence corroborating or rebutting the allegation(s),
4865 response and testimonial evidence.

4866

4867 While good faith effort at maintaining circumspect publication and disclosure of
4868 allegations, corroboration, rebuttal and the personnel involved will be the order of this Policy and
4869 Procedure, confidentiality cannot be promised to the extent it impedes credible resolution of the
4870 allegations.

4871

4872 4. At the conclusion of the fact finding process, the designee shall determine either:

4873 a. There is no cause for a finding of sexual harassment.

4874

OR

4875 b. There is cause, based on the facts found, to find sexual harassment.

4876

AND/OR

4877 c. There has been a malicious filing of a sexual harassment complaint.

4878

4879 The Factfinder's determination, with the basis therefore, shall be set out in writing and forwarded in
4880 confidence to the President of the university (or in the case of a determination involving the Office
4881 of the President, to the General Counsel and Senior Vice President for Legal Affairs) with official,
4882 sealed copy to the accuser, the accused, the university's Assistant Vice President of Human
4883 Resources, General Counsel & Senior Vice President for Legal Affairs, and the Senior Vice
4884 President or Vice President(s) of the accused and the accuser. If the allegation involves a student as
4885 accuser, accused or both, an official, sealed copy will also be forwarded to the Dean of Students and
4886 the Vice President for Student Affairs.

4887

4888 STEP 3 – SANCTIONS

4889 Should there be a finding of sexual harassment or malicious filing of such charge(s) following
4890 Step 2 herein, the matter will be formally referred to the Office of General Counsel (if not already
4891 residing therein) who, following consultation with the appropriate university officers, will provide
4892 counsel and professional services as to appropriate sanction(s) and the implementation thereof.
4893 Sanctions may include, by way of illustration but not limitation, termination or expulsion,
4894 suspension, probation, reprimand, warning, directed counseling and/or mandatory education and
4895 training.

4896

4897 STEP 4 – GRIEVANCE

4898 Appeal of a finding accompanied by disciplinary sanctions (as set out in Step 3 above), shall be
4899 referred to the university's standing policies for handling employee grievances and/or student
4900 appeals of disciplinary sanctions.

4901

4902 WITHDRAWAL OF ALLEGATION

4903 If the accuser determines to withdraw the allegation(s) of sexual harassment at any time during
4904 any step in the procedure, the withdrawal must be in writing and specify voluntary retraction of
4905 the complaint. This action will not preclude further investigation, findings, or sanctions as
4906 imposed by the University.

4907

4908 EMPLOYMENT DISCRIMINATION ENFORCEMENT AGENCY

4909 Rhode Island Commission for Human Rights, Ten Abbott Park Place, Providence, RI 02903 (401-
4910 277-2661).

4911

4912 Any claim or complaint asserted under Title IX asserted by or naming a MBU will be processed
4913 through procedures required by statute and administrative regulations and guidance, as
4914 implemented by the University through its policies (Title IX Requirements).

4915 APPENDIX J

4916 ROGER WILLIAMS UNIVERSITY
4917 FAMILY LEAVE POLICY & PROCEDURE

4918
4919 The University has long recognized the importance of family issues as an integral
4920 component of a responsive human resource environment in which its employees will prosper. It
4921 has provided a number of benefits including leaves of absence for personal and family reasons.
4922 Additionally, both State and Federal government have determined to specifically legislate in this
4923 regard by affording unpaid leave to employees under certain specific circumstances. The result
4924 demands that University policies, State law and Federal law be properly recognized and
4925 promulgated in lawful, equitable and contemporary policy. The University therefore, certifies
4926 the following Family Leave Policy which incorporates, as appropriate (and shall be interpreted
4927 consistent with), the University's other standing leave policies:

4928
4929 I. Available Leave

4930
4931 Under prescribed parameters as set out hereafter, an eligible employee may take a
4932 leave of absence from employment for up to twelve (12) weeks during a defined
4933 twelve (12) month period for any one of the following in I.A. through E. below;
4934 an eligible employee may take a leave of absence from employment for up to 26
4935 weeks during a defined twelve (12) month period to care for a servicemember as
4936 indicated in I.F. below:

4937
4938 A. Birth and child care of an employee's biological child during the
4939 child's first year of life.

4940
4941 B. Adoption or foster care placement and care for the infant/child in
4942 his/her first year following adoption or foster care placement.

4943
4944 C. Serious illness or health-related, disabling condition of spouse,
4945 child(ren), or parent.

4946
4947 D. Serious illness or health-related, work disabling condition of the
4948 employee.

4949
4950 E. Qualifying exigency arising out of the fact that the spouse,
4951 child(ren), or parent of **an employee is a** servicemember who is on active
4952 duty, or notified of an impending call or order to active duty in the Armed
4953 Forces (including the Reserves and National Guard), in support of a
4954 contingency operation.

4955
4956 F. Serious illness or injury of a covered servicemember on active duty in

4957 the Armed Forces **who is a** spouse, child(ren), parent or next of
4958 kin of **an employee**.

4959
4960 An eligible employee may extend the twelve (12) week period to one qualifying
4961 thirteen (13) consecutive week period during alternate calendar years and/or may
4962 qualify for an additional thirteen (13) consecutive week leave in the same year as
4963 the up to twelve (12) week leave. (See provision II.A.1. below)

4964
4965 **An** employee, in addition to the leaves described above, may take up to ten (10)
4966 hours of leave during a defined twelve (12) month period to attend bonafide
4967 school-related activities, for their biological, adopted or foster care child or
4968 otherwise legal ward, upon at least twenty-four (24) hours' notice of the need for
4969 leave. This leave is unpaid but **an** employee's accrued vacation leave may be
4970 used to supplement part or all of the leave on an hour for hour basis at the
4971 employee's discretion.

4972 II. Leave Limitations

4973
4974 A. Leave under provisions I. A., B., C., D. and E. above qualify for leave
4975 up to twelve (12) weeks alone or in combination with each other during each
4976 defined twelve (12) month period set out below and also qualify for the
4977 alternate year extension from twelve (12) to thirteen (13) weeks if the thirteen
4978 (13) weeks are consecutive. Leave under provision I. F. above qualifies for
4979 leave up to twenty-six (26) weeks alone or in combination with I.A., B., C. ,
4980 D. and E. during each defined twelve (12) month period set out below.

4981
4982 1. All other qualifying conditions being met, an employee may
4983 be able to take both up to a twelve (12) week leave under
4984 this policy and governing law and a thirteen (13)
4985 consecutive week leave within the same year if the up to
4986 twelve (12) week leave is for any reason other than to care
4987 for parents-in-law and **an** employee otherwise qualifies for a
4988 thirteen (13) consecutive week leave to care for a parent-in-
4989 law under provision I.C. above.

4990
4991 B. While the University may, at its complete discretion, or under other
4992 express, governing policies of employment, authorize leaves of
4993 absence either of greater duration or for other purposes, the foregoing
4994 represents the maximum amount of leave, either alone or in
4995 combination, under this policy and governing State and Federal law.

4996
4997 C. For leaves taken pursuant to provision I. A. or B. above, the maximum
4998 twelve (12) week period must commence prior to the child's first year
4999 following birth (I. A.) or prior to the first anniversary date of an
5000 adoption or foster care placement (I. B.).
5001
5002

- 5003
5004 D. The twelve (12) week period amounts to sixty (60) work days that may
5005 be taken as set out in II.F. below.
5006
5007 E. The twenty-six (26) week period amounts to one hundred thirty (130)
5008 work days that may be taken as set out in II.F. below.
5009
5010 F. The twelve (12) week leave or twenty-six (26) week leave may be
5011 taken on a consecutive week, intermittent weeks or reduced-time basis
5012 as follows:
5013
5014 1. Intermittent leave consists of at least one (1) week intervals that
5015 are not necessarily consecutive, and within the twelve (12)
5016 month period. Intermittent leave may only be scheduled and
5017 taken with the consent of the University, when invoking leave
5018 under provisions I. A. or B. above.
5019
5020 2. Reduced-time leave consists of a work reporting schedule that
5021 allows a shortened work day or shortened work week.
5022 Reduced-time leave may only be scheduled and taken with the
5023 consent of University when invoking provisions I. A. or B.
5024 above. **An** employee on reduced-time leave may, at the
5025 discretion of the University, be transferred for the term of leave,
5026 to another position of equivalent pay and benefits that better
5027 accommodates the University. Leave under this provision shall
5028 be accounted for and charged on an hour for hour basis.
5029
5030 3. Requests for reduced-time leave or intermittent leave under
5031 provisions I. A. and/or B. above, shall be forwarded to the
5032 Department of Human Resources for a case by case review and
5033 determination following consultation with the department head
5034 or other appropriate supervisor of the applicant.
5035
5036 4. All leaves, for all reasons, are predicated upon the employee
5037 providing the University as much notice as possible. Absent
5038 extraordinary circumstances, at least fifteen (15) days advance
5039 notice of leave is required. Failure to provide such notice
5040 except where appropriately waived, may result in a delay in
5041 commencement of leave at the University's discretion, if
5042 otherwise entitled, for the requisite fifteen (15) day period.
5043

5044 III. Leave Validation

5045
5046 Each leave, as set out in provision I. above, is subject to the prerequisite
5047 validation as follows:

- 5048
5049 A. Both provision I.A. and B. leaves must be validated, at the
5050 University's request, as to the enabling facts of the leave. For
5051 example, it must be established by the applicant for leave hereunder

5052 that he/she is the parent, within the express meaning of that term as
5053 hereinafter defined.

5054
5055 B. Leave, under provision I.C. & I.F. above, must be validated by a
5056 written certification from a qualified, licensed, health care provider, that the
5057 employee is needed and able to provide care directly related to and on account
5058 of an acutely or chronically debilitating health condition requiring
5059 hospitalization and/or continuing licensed health provider intervention and
5060 treatment. The certification must also specify the debilitating condition and
5061 the prognosis for abatement or recovery with medical opinion as to time
5062 anticipated for abatement or recovery. Finally, upon request by the
5063 University, the employee must validate, through reasonable means, the
5064 enabling family relationship. Nothing herein relieves **an** employee of the
5065 responsibility to provide certification(s) in accordance with this policy.

5066
5067 C. Leave, under provision I.D. above, must be validated by a written
5068 certification of expert opinion by a qualified, licensed health care
5069 provider, describing, with reasonable specificity, the debilitating
5070 illness or other work debilitating health related condition as well as its
5071 disabling onset, affect and anticipated duration.

5072
5073 D. Leave, under provision I.E., must be supported by a certification
5074 issued at such time and in such manner as the Secretary of Labor may by
5075 regulation prescribe. If the Secretary issues a regulation requiring such
5076 certification, the employee shall provide, in a timely manner, a copy of such
5077 certification to the University.

5078
5079 E. Leave under any and all enabling provisions set out above, must be
5080 requested and validated as set out herein for thirteen (13) consecutive
5081 weeks to enable the additional week leave in alternate years.

5082
5083 F. Under leave enabling provisions I.C. and D. above, when the
5084 University reasonably believes a submitted certification is suspect, it
5085 may require a second opinion from a licensed health care provider who
5086 is qualified in the field of the contended disability/illness. An opinion
5087 concurring with the employee's submitted validation shall result in
5088 leave validation. An opinion dissenting from the employee's
5089 submitted validation shall result in referral, as set out hereunder, to a
5090 third, independent health care provider, qualified in the field of the
5091 contended disability/illness, for final, binding opinion either validating
5092 or invalidating the leave.

5093
5094 1. Referral for a third, binding health care professional's opinion
5095 shall be by agreement of the employee-selected health care
5096 provider and the University-selected health care provider.
5097 Failing agreement, referral shall be by agreement of the
5098 employee and the University. Failing secondary agreement,
5099 referral shall be made by the University.

5100

- 5101 2. Both second and third health care provider's opinions shall be
5102 arranged and paid for by the University.
5103
- 5104 3. The University will provide employees who submit incomplete or
5105 insufficient certifications with seven calendar days to cure the
5106 deficiencies. The University will identify, in writing, the specific
5107 information needed to make the certification complete and sufficient.
5108 The University may deny Family Leave to employees who fail to cure.
5109

5110 G. While **an** employee is on Family Leave, pursuant to provisions I.C.,
5111 D. or F. above, the University may request and is then entitled to periodic
5112 formal updates or re-certifications as appropriate to the original certification
5113 parameters. The University-imposed requirement for update or recertification
5114 hereunder shall not be unreasonably applied, and the University will consider,
5115 in good faith, the necessity and frequency of the update or revalidation, unique
5116 to each individual
5117 leave based upon the nature and parameters of the original certification
5118 and any factual change in individual circumstance.
5119

5120 H. Prior to **an** employee's return to the University from leave provided
5121 pursuant to provision I.D. above, the University may request and
5122 receive health care provided certification that the employee on leave is
5123 no longer work disabled from the originally certified health condition
5124 and can return to the workplace as sufficiently recovered to perform
5125 the regular, necessary functions of the job. The University will
5126 cooperate fully with the health care provider in making this assessment
5127 by providing, if necessary, a position description and/or thorough
5128 discussion of the dimensions of the position not easily gleaned from
5129 such position description.
5130

5131 I. All medical records provided in accordance with policy and consistent
5132 with law shall remain confidential with the University and within the
5133 University, shall remain disclosable only to the Office of Human
5134 Resources or those employees of the University with a need to know
5135 the certified rationale, including by way of illustration, the President,
5136 **Chief Human Resources Officer, Senior Vice President for Finance &**
5137 **Administration and Senior Vice President** and General Counsel or their
5138 express designee(s). The employee may choose to disclose the health
5139 condition diagnosis to his/her immediate supervisor or others, in which case
5140 the legal confidentiality of the information is waived with respect to such
5141 agents to which such information is disclosed or to which disclosure is
5142 reasonably to be anticipated by the employee's disclosure.
5143

5144 IV. Leave Prerequisites

5145

5146 A. Prerequisite to the Twelve (12) Week Family Leave and/or
5147 Twenty- Six (26) Week Family Leave

- 5148 1. An employee must have worked for the University at least one
5149

5150 (1) year (365 days) prior to commencement of leave. However,
5151 the time need not be consecutive nor need it be full-time.

5152
5153 2. An employee must have worked a minimum of one thousand
5154 two hundred fifty (1,250) hours in the year (12 consecutive
5155 months) immediately preceding the leave for any and all leaves
5156 under provision I., above.

5157
5158 3. The hours prerequisites set out above refer to actual hours
5159 worked at the University and do not refer to excused or
5160 unexcused absences.

5161
5162 B. Prerequisite to the Thirteen (13) Consecutive Week Leave

5163
5164 1. An employee must have been employed by the University for twelve
5165 (12) consecutive months in at least a thirty (30) hour per week position
5166 prior to the leave. Therefore, the employee requesting leave must have
5167 actually worked for one thousand five hundred sixty (1,560) hours as
5168 prerequisite for the leave.

5169
5170 2. The thirteen (13) week leave will then be available after the passing of
5171 at least another full year consisting of 1,560 hours of work (an average
5172 of thirty hours of work per week) as set out in provision B.1.
5173 immediately above.

5174
5175 V. Leave Year

5176
5177 The University will calculate available leave by the “rolling” method. This means
5178 that when requesting otherwise available leave under this policy, the University
5179 will calculate the amount of leave used within the immediately preceding twelve
5180 (12) months of employment and subtract that number from the total number of
5181 days equal to twelve (12) work weeks (60 days) or twenty-six (26) workweeks
5182 (130 days) or thirteen (13) consecutive work weeks in alternate years where a
5183 thirteen (13) consecutive week leave may be invoked.

5184
5185 VI. Leave Entitlements

5186
5187 A. Compensation: Family Leave is, of itself, an unpaid leave.

5188
5189 1. For leave under provisions I.A., B., C., D., E. and F. above, an
5190 employee must charge accrued sick leave and will be afforded an
5191 option to charge accrued vacation leave for the absence.

5192
5193 2. Charged vacation, or sick leave banked accruals will be taken in
5194 hour for hour increments of time taken to time charged for
5195 FLSA non-exempt employees. For FLSA exempt employees,
5196 the charge will be rounded to the nearest half day. (For
5197 example, a professional staff employee who takes four (4) full
5198 days and one six (6) hour day leave in one week will be charged

5199 five full days accrued as thirty-five (35) hours of banked time)
5200 but a professional staff employee who takes four (4) full days
5201 and one four and one-half (4½) hour day leave in one week will
5202 be charged four and one half days accrued as thirty-one and
5203 one-half (31½) hours of banked time.

5204
5205 3. Elected or required utilization of paid vacation, or sick leave
5206 accruals does not extend family leave or otherwise modify those
5207 other leaves available to employees of the University.
5208

5209 B. Health Benefits: That health benefits coverage in effect and covering
5210 the employee immediately prior to leave shall be maintained
5211 throughout the period of family leave subject only to program
5212 participation and parameters alteration as appropriately negotiated
5213 and/or implemented, consistent with law.
5214

5215 C. Other Benefits: Other benefits available to employees on leave shall
5216 be governed by the provision applicable to the leave. If, for example,
5217 the employee is drawing paid sick leave while depleting Family Leave,
5218 the provisions of sick leave policy not inconsistent with this policy and
5219 law shall govern, while the provisions of unpaid leave policy that are
5220 not inconsistent with this policy and law shall govern an unpaid
5221 family leave.
5222

5223 D. Reinstatement: A employee ready and able to return to his/her
5224 position of employment immediately following exhaustion of family
5225 leave will be returned to his/her position or, at the University's
5226 discretion, to an equivalent position with equivalent pay and benefits
5227 unless the employee would have been terminated in the absence of any
5228 leave (e.g., layoff, contractual non-reappointment, just cause
5229 independent of the leave or natural term expiration of a terminal or
5230 temporary position of employment).
5231

5232 VII. Definitions

5233
5234 A. Child: A child is the biological, adopted or formally placed, foster
5235 care child, step child or legal ward of the employee requesting leave
5236 and under eighteen (18) years of age or eighteen (18) years and over
5237 but certifiably incapable of self-care because of mental or physical
5238 impairment.
5239

5240 B. Parent: A parent is the biological or legally recognized parent of a
5241 child. For the thirteen (13) week leave set out above and pursuant
5242 to provision I.C. above, a parent shall include parents-in-law.
5243

5244 C. Spouse: A spouse is the University-recognized, spousal partner of the
5245 employee requesting leave, as defined by University policy and covered by
5246 University procured health insurance carrier applicable to employee. Where
5247 spouses are both employees of the University,

5248 leave under I.A. through I.F. above shall not exceed the maximum
5249 leave for one eligible employee. **Roger Williams University and Roger**
5250 **Williams School of Law Benefits Information Regarding Domestic**
5251 **Partners is incorporated by reference into all respect as it affects eligible**
5252 **employees and those receiving the care of eligible employees.**

5253
5254 D. Serious illness or health related condition: This is defined as an
5255 illness, injury, physical or mental impairment or condition that
5256 involves a period of incapacity or treatment following in-patient care
5257 in a hospital, hospice, nursing home or residential medical care
5258 facility; and/or a period of incapacity requiring more than three (3)
5259 days' absence from work and continuing treatment by a health care
5260 provider; and/or continuing out-patient treatment by a health care
5261 provider for a chronic or long-term health condition that is so serious
5262 that, if not treated would likely result in incapacity of more than three
5263 (3) days; and/or continuing treatment by or under the supervision of a
5264 health care provider of a chronic or long-term condition or disability
5265 that is incurable; or an injury or illness incurred by a member of
5266 the Armed Forces, including a member of the National Guard or
5267 Reserves, in the line of duty on active duty that may render the
5268 member medically unfit to perform the duties of the member's
5269 office, grade, rank or rating.

5270
5271 E. Health Care Provider: A "health care provider" is defined as any
5272 doctor of medicine or osteopathy, podiatry, optometry, or psychiatry or
5273 any nurse practitioner, licensed physician's assistant (authorized to
5274 render health care diagnoses and certification of the type and character
5275 sought by employee and presented to University as enabling family
5276 leave in accordance with this policy) or psychologist performing
5277 within the scope of their licensed practice as defined under law.

5278
5279 F. Next of Kin: A "next of kin" is the nearest blood relative of the
5280 employee.

5281
5282 G. Servicemember: A "covered servicemember" is a member of the
5283 Armed Forces, including a member of the National Guard or
5284 Reserves, who is undergoing medical treatment, recuperation, or
5285 therapy, is otherwise in outpatient status, or is otherwise on the
5286 temporary disability retired list, for a serious injury or illness.

5287
5288 1. Outpatient Status – the term "outpatient status", with respect to a
5289 covered servicemember, is the status of a member of the Armed Forces
5290 assigned to either a military medical treatment facility as an outpatient;
5291 or a unit established for the purpose of providing command and
5292 control of members of the Armed Forces receiving medical care as
5293 outpatients.

5294

5295 VIII. Jurisdiction

5296

5297 This policy applies to all employees of the University and shall be administered
5298 consistent with other University policies, including collectively negotiated
5299 policies, and the law.

5300

5301

5302 *Last Revised May 2009*

5303

APPENDIX K

ROGER WILLIAMS UNIVERSITY CONFLICT OF INTEREST POLICY: FACULTY

A. DEFINITION

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

B. PREFACE

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

C. STATEMENT OF POLICY

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

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

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

This policy statement applies to all University Parties.

The specific examples offered below illustrate some of the types of conflict that require both self-disclosure by the University Party and corrective action. The following items are to be understood as an illustrative guideline, and not as a comprehensive or exhaustive list of prohibitions:

- **Unauthorized** pursuit and/or maintenance of any non-RWU business interest and/or professional endeavor that significantly interferes with the University Party’s commitment of time and professional energy to RWU;

- 5352
- 5353 • **Unauthorized** utilization of RWU research findings, facilities or derivative tangible or
- 5354 intangible products for private financial advantage, direct or indirect:
- 5355
- 5356 • **Unauthorized** utilization of privileged, proprietary RWU information, gained through a
- 5357 position with RWU, including any affiliated enterprise, for utilization in private business
- 5358 or in private, non-RWU-affiliated research or consulting endeavors;
- 5359
- 5360 • **Unauthorized** exertion of intentional, direct or indirect influence in contractual matters
- 5361 or other operational matters between RWU (including its affiliates) and any private
- 5362 enterprise in which a personal, financial, proprietary, familial and/or political interest is
- 5363 involved;
- 5364
- 5365 • **Unauthorized** acceptance or extension of other than *de minimis* monetary, personal or
- 5366 other reasonably discernible favors from or to a private enterprise with which RWU
- 5367 conducts business or persons with whom RWU conducts business;
- 5368
- 5369 • **Unauthorized** engagement of an RWU student or another University Party as an
- 5370 employee, consultant, or third party contractor of a business, research or consulting
- 5371 venture in which the University Party holds a significant ownership or financial interest;
- 5372
- 5373 • **Undisclosed** familial relationship with students or University Parties where one party to
- 5374 the relationship holds either decisional authority, recommending authority, or significant
- 5375 influence over the academic, economic and/or employment standing of the other party;
- 5376
- 5377 • **Solicitation or acceptance of personal favors** (including sexual favors) from students or
- 5378 other University Parties or third party contractors in return for positive academic
- 5379 evaluation, financial consideration, improvement in employment status or other
- 5380 significant consideration related to RWU operations;
- 5381
- 5382 • **Undisclosed and unauthorized** maintenance of an interest in both a private intellectual,
- 5383 professional, scientific, or technical endeavor and an RWU or affiliated endeavor in the
- 5384 same or a similar intellectual, professional, scientific and/or technical field.
- 5385

5386 Conflicts of interest may arise unintentionally and certain situations, though not

5387 presenting an actual conflict of interest, may carry an unacceptable appearance of impropriety.

5388 Not all conflicts are forbidden. Periodic and situationally specific disclosure, therefore, serves as

5389 not only a necessary measure to ensure compliance with policy but affords potential, compatible

5390 resolution to a conflict or the appearance, under reasonable scrutiny, of a conflict of interest. For

5391 this reason, such disclosure is, as set out below, a necessary policy mandate.

5392

5393 It is not the intent of this policy to authorize or encourage needless intrusion upon any

5394 individual's personal behavior or endeavors. It requires self-disclosure. While vigilant

5395 enforcement is expected, reckless or malicious publication, including the passing of rumors by

5396 third parties is discouraged, may expose the publisher to private legal liability and may be

5397 subject to sanctions by RWU.

5398

5399 D. PROCEDURES

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5401

1. Disclosure

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

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5409
5410
5411
5412

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

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5423

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

2. Consultation and Review

5424
5425
5426
5427
5428
5429

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

5430
5431
5432
5433

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

5434
5435
5436

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

E. CONSEQUENCES OF CONFLICTS OF INTEREST

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5438
5439
5440
5441
5442

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

5443
5444
5445

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

5446
5447

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

5448 ROGER WILLIAMS UNIVERSITY
5449 CONFLICT OF INTEREST DISCLOSURE FORM
5450

5451 Name: _____
5452

5453 Title: _____
5454

5455 University Affiliation: _____
5456

5457 Please indicate the following: _____ Annual Disclosure _____ Relationship/Act/Event Based
5458 Disclosure
5459

5460
5461 Please answer all questions. Refer to the Conflict of Interest Policy as needed. For “yes”
5462 answers please provide details on a separate sheet of paper. Remember, if in doubt, it is always
5463 in your best interest to disclose.
5464

5465 Yes No

5466
5467 Do you or any member of your immediate family² have a consulting relationship or
5468 position with, or a financial interest in, any of the following:
5469

5470 _____ a sponsor of your research?
5471

5472 _____ a business that your work at RWU could either advance, evaluate or further develop
5473 (e.g., a business that markets, produces or has in pre-market testing a commercial
5474 product or product line)?
5475

5476 _____ any other business in which there could be an appearance of a conflict of interest or
5477 which could reasonably appear to be affected by your research interests or
5478 educational activities?
5479

5480 _____ Apart from any items disclosed above, have you performed consulting or engaged
5481 in outside employment during the past year?
5482

5483 _____ Do you or any member of your immediate family have outside (non-RWU)
5484 professional or income producing activities involving either RWU students or staff?
5485

5486 _____ Do you or any member of your immediate family have a relationship or hold a
5487 position or appointment with, or a financial interest in, any entity that – to the best
5488 of your knowledge - does business, or is seeking to do business, with RWU?
5489
5490

² “Immediate family” is your spouse, or domestic partner (consistent with University health benefits policy and procedure) and dependent children, including stepchildren.

5491 ___ ___ During the past year, have you or any member of your immediate family accepted
5492 any gift (including cash), favor, services, travel, entertainment, or hospitality with a
5493 value in excess of \$50 from any individual or entity that – to the best of your
5494 knowledge - does business, or is seeking to do business, with RWU?
5495

5496 ___ ___ During the past year, have you utilized RWU facilities or resources, or time during
5497 working hours, for non-RWU pursuits or purposes?
5498

5499 ___ ___ Do you have any familial relationships with RWU students or staff where you are in
5500 a position to influence (directly or indirectly) their academic, economic or
5501 employment standing with the University?
5502

5503 ___ ___ Do you or any member of your immediate family have a family relationship or non-
5504 university business relationship with any RWU officer, director, trustee or key
5505 employee? (*Key employee is defined as an employee who has reportable*
5506 *compensation in excess of \$150,000 for the calendar year, has significant*
5507 *responsibilities, and is one of the top 20 highest compensated employees. If you*
5508 *have a family or non-university business relationship with an employee not*
5509 *heretofore disclosed, please contact the Office of General Counsel to discern*
5510 *whether such individual is considered a “key employee” under applicable law.*)
5511

5512 ___ ___ Is there any other potential, apparent or real *financial* conflict that could result in a
5513 personal financial benefit to you or any member of your immediate family, as
5514 related to any personal influence you have in RWU operations, academic or
5515 business decisions?
5516

5517 ___ ___ Do you or any member of your immediate family have any *other* potential, apparent
5518 or real non-financial conflict, including relationships, commitments or participation
5519 in activities, including uncompensated activities, that may compromise your
5520 decisions or judgment in carrying out your RWU responsibilities?
5521

5522 ___ ___ Is there any other relationship or are there or matters or activities of which you wish
5523 to make RWU aware in the context of the Conflict of Interest Policy?
5524

5524 AFFIRMATION

5525
5526 I affirm that I have reviewed the Conflict of Interest Policy, that I understand the Conflict of
5527 Interest Policy, and that the information provided in this Disclosure and any attached pages is
5528 true, accurate, and complete to the best of my knowledge.
5529

5530
5531 Signature: _____ Date: _____
5532

5533 RETURN this form and any attached additional pages of disclosure items to your supervisor or
5534 the Office of General Counsel.
5535

5536 For questions or additional information please contact the Office of the General Counsel at
5537 x5379.
5538

APPENDIX L

Roger Williams University Indemnification Policy

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

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

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

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

This policy and its applicable parameters also applies to students of RWU while engaged

5588 both in approved academic programs and in RWU directed or formally authorized services
5589 pursuant to and within the scope of defined activities deemed by RWU to be in the best interests
5590 of RWU. This policy and its applicable parameters also applies to volunteers who, with prior
5591 written authorization of the President and pursuant to and within the scope of such authorized
5592 direction, are providing services, in good faith, for and in the best interests of RWU.

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APPENDIX M

BENEFITS INFORMATION REGARDING
SAME-SEX SPOUSES & DOMESTIC PARTNERS

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Refer to: https://www.rwu.edu/sites/default/files/same-sex_spouses_domestic_partners.pdf

APPENDIX N
MEDICAL INSURANCE EMPLOYEE CO-PAYS

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Plan A – Blue Cross Blue Shield BlueCHiP

Treatment Co-Pays

Primary Care: \$0 PCMH, \$30 Non PCMH
Specialist: \$50
Urgent Care: \$50
Emergency Room: \$200

Prescriptions:

Generic: \$7
Preferred: \$25
Non-Preferred: \$40
Specialty: \$65

Plan B – Blue Cross Blue Shield HealthMate

Treatment Co-Pays:

Primary Care: \$25
Specialist: \$40
Urgent Care: \$50
Emergency Room: \$150

Prescriptions:

Generic: \$7
Preferred: \$25
Non-Preferred: \$40
Specialty: \$65

Plan C – Blue Cross Blue Shield Blue Choice

Treatment Co-Pays:

Primary Care: \$30
Specialist: \$50
Urgent Care: \$50
Emergency Room: \$200

Prescriptions:

Generic: \$7
Preferred: \$25
Non-Preferred: \$40
Specialty: \$65