

**THE
ROGER WILLIAMS UNIVERSITY
FACULTY ASSOCIATION
NEARI/NEA
2017-2021
CONTRACT
with the
BOARD OF TRUSTEES
of
ROGER WILLIAMS UNIVERSITY**

**In

BRISTOL, RHODE ISLAND**

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PREAMBLE

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

ARTICLE I
RECOGNITION

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

- A. Full-time tenure-track and tenured faculty with the following academic ranks:
 - 1. Professor
 - 2. Associate Professor
 - 3. Assistant Professor
- B. Department Chairs
- C. Lecturers
- D. Adjunct faculty employed to teach at least six (6) contact hours (exclusive of continuing education offerings) per academic semester.
- E. All full-time librarians with degrees in Library Science.
- F. All Visiting Professors.

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

ARTICLE II
GENERAL CONDITIONS

- A. CONSULTATION

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

43
44 RWU and the RWUFA recognize that as professionals, MBUs, when
45 making collegial recommendations, are acting in accordance with their
46 professional training and standards. It is recognized that MBUs' decision-
47 making is limited to the discharge of professional duties in accordance
48 with authorization by the appropriate authority and within the limits
49 hereunder defined in this Agreement.

50 B. SEVERABILITY

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

55 C. NON-WAIVER

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

64 D. NO STRIKE/NO LOCKOUT

65 The RWUFA agrees that during the term of this Agreement neither it nor
66 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.

E. DURATION

This Agreement shall be in full force and effect for the period commencing July 1, 2016 and ending June 30, 2021.

F. NEGOTIATIONS CLAUSE

1. RWU and the RWUFA agree that all negotiable items have been considered during the discussions leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item concerning salary, wages, or working conditions except as expressly set forth in this Agreement during the life of this Agreement unless by mutual agreement.
2. Any policy, rule or regulation of the University which is in conflict with this Agreement shall be superseded and replaced by the applicable provision(s) contained herein.
3. RWU and RWUFA agree to commence formal negotiations for a successor agreement on or before February 15th of the final year of this Agreement.

ARTICLE III
RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE IV
RIGHTS OF THE RWUFA

- 101 A. The RWUFA shall have the right to use University facilities for
102 conducting meetings, provided the RWUFA gives RWU reasonable
103 advance notice of its request and provided the facility requested is not
104 scheduled otherwise for use. The RWUFA shall have the right to conduct
105 official business on any Roger Williams University campus at any
106 reasonable time provided that this business does not interrupt normal
107 University operations.
- 108 If negotiation sessions and/or arbitration proceedings are scheduled during
109 the University day, not more than three (3) MBUs shall be released from
110 assignments to attend such sessions. If negotiation sessions are scheduled
111 during the University day, MBUs attending such sessions shall make up
112 such assignments.
- 113 B. The RWUFA shall have the right to use RWU equipment (limited to
114 computers, printers and copying machines) at a cost determined by the rate
115 charged to the budgets of internal units. This equipment will be
116 designated by RWU.
- 117 The RWUFA shall have the right to use MBU mailboxes for purposes of
118 communicating with its members.
- 119 The Executive Committee of the RWUFA shall have the right to use the
120 University's e-mail system for routine communications with its members.
- 121 C. RWU recognizes the RWUFA's right to have access to information
122 relative to names, addresses, and salaries of all MBUs and names of all
123 members of the Board of Trustees, and their business addresses, if
124 available.
- 125 D. Upon request of the President of the RWUFA, the President of the
126 University or his/her designee, (the Provost or the Chief Human Resources
127 Officer), shall meet at reasonably and mutually acceptable times with the
128 President of the RWUFA or his/her designee to discuss matters of mutual
129 concern.
- 130 The University agrees to provide the RWUFA with all information
131 necessary to effectively bargain and/or maintain the collective bargaining
132 agreement as provided under the N.L.R.A. and any other federal statute.
133 Disputes under this section shall be submitted to arbitration under the rules
134 of the A.A.A.
- 135 E. The RWUFA shall be allowed to rent available office space on campus

136 (e.g., CAS132 or similar space) for a nominal fee, which shall be assigned
137 to the RWUFA.

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

142 G. There will be a different seniority list for Lecturer. Seniority rights shall
143 not apply from one category of employee to the other.

144 ARTICLE V
145 RIGHTS of INDIVIDUALS

146 A. ACADEMIC FREEDOM --

147 Consistent with the standards set forth in Appendices A and B of this
148 Agreement, every MBU shall have the right to select and utilize materials
149 he/she adjudges appropriate for his/her teaching, counseling, and other
150 academic responsibilities. He/she shall have freedom in the classroom and
151 external distance courses in discussing his/her subject, but shall remain
152 subject to applicable government regulations.

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

155 B. PERSONAL FREEDOM --

156 Consistent with the standards set forth in Appendices A and B of this
157 Agreement, while in the public sector, every MBU shall be free to exercise
158 all the rights of citizenship, including political and religious activities.
159 The exercise of such rights shall in no way adversely affect his/her
160 employment or constitute grounds for discipline or discrimination.

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

163 C. PERSONNEL FILES

164 1. There shall be two (2) official personnel files for each MBU. One file
165 shall be designated as the MBU's "records file," and shall be kept,
166 maintained, and secured in the Human Resources Department. The
167 second file shall be designated as the MBU's "professional file," and
168 shall be kept and maintained by the Provost. Consistent with this
169 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 recognition; and other documents related to performance as a faculty member such as documents pertaining to hiring, retention, evaluation or promotion.

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

2. The MBU may comment on material in his/her file (except that which relates to original appointment referred to above) and attach such comment thereto.
 3. Any clearly adverse material placed in an MBU's professional file by or on behalf of RWU, dealing with teaching effectiveness, evaluations, and/or termination must be brought to the MBU's attention before being placed in the file; however, nothing contained in this section shall restrict the placing of the MBU's personnel evaluations, including peer and student evaluation as appropriate, and relevant documents authored by the MBU in his/her file. No anonymous material will be placed in an MBU's file. Author-identified, clearly adverse material shall be communicated to the MBU before being placed in his/her personnel file. Materials shown to be false or unsubstantiated by an MBU to RWU's satisfaction shall be removed from the MBU's "professional file."
 4. Only RWU and its agents who have a need to know shall have access to MBUs' official files, unless RWU is required legally to provide access to others.
- D. An MBU shall have the right to have an RWUFA representative (of his/her own choosing) present while examining his/her personnel file.

205 E. MEMBERSHIP - No MBU shall be required to join the Roger Williams
206 University Faculty Association (RWUFA) as a condition of employment.
207 No MBU shall be discriminated against by either RWU or the RWUFA on
208 account of membership or non-membership in the RWUFA. RWU agrees
209 that a statement explaining the rights and obligations of MBUs under the
210 terms of this section will be included in all offers of employment.
211 Additionally, both RWU and the RWUFA agree to provide an opportunity
212 to newly hired MBUs for a full explanation of the rights and obligations
213 under the terms of this section, in a scheduled or special orientation forum
214 where both RWU and RWUFA designees are present.

215 The terms of employment of all MBUs are covered by the
216 collective bargaining agreement negotiated by the RWUFA and RWU.
217 The parties recognize, additionally, that the RWUFA is legally required to
218 fairly and fully represent all individuals included in the bargaining unit,
219 whether they are RWUFA members or not. The negotiation and
220 administration of this Agreement entails expenses for all MBUs covered
221 by this Agreement. Therefore, an MBU who does not choose to join the
222 RWUFA shall pay his/her "fair share," also known as agency fee of the
223 cost of collective bargaining, as determined by the National Education
224 Association of Rhode Island, providing that such charge shall be
225 calculated to include only such costs and not other expenses/activities of
226 the RWUFA or its affiliates, and provided that membership in the
227 RWUFA has not been denied to the MBU for reasons other than non-
228 payment of dues uniformly required as a condition of membership.
229 Payment of this "Fair Share Charge" by such MBU shall be a condition of
230 employment and shall be formally noticed by the RWUFA, including the
231 amount of the charge, to each MBU, with copy to the RWU, through its
232 Chief Human Resources Officer (CHRO).

233 The parties recognize that some individuals hired as MBUs may
234 object to joining the RWUFA or paying their fair share charges based on
235 religious tenets or reasons of conscience. The legitimate rights of non-
236 association of such individuals shall be established and protected in
237 accordance with the procedures described hereinafter. All such
238 "Conscientious Objectors" shall, in lieu of RWUFA dues or fair share
239 charges, pay an amount equal to the fair share charge (Conscientious
240 Objector Contribution) into the RWUFA scholarship fund. Payment of
241 this alternative contribution by such MBU shall be a condition of
242 employment for Conscientious Objectors. The RWUFA will make known

to the University, on an annual basis, the winners and the amounts of RWUFA scholarships.

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

1. For MBUs beginning service in September (January), the Fair Share Charge will commence in the first, full payroll of October (March), and that Fair Share Charge will be ratably apportioned over the next eighteen (nine) pay periods. Following an MBU’s first year of employment, Fair Share Charges will commence with the first pay period of July and will be ratably apportioned over the next twenty six (26) pay periods. This deduction procedure shall continue until either RWUFA Dues are voluntarily invoked by the MBU in accordance with provision 2. below, or Conscientious Objector Contributions are elected in accordance with provision 3. below. Dues or Conscientious Objector Contributions will then be ratably apportioned over the designated remaining pay periods for the affected MBU.
2. New RWUFA members’ Dues will commence being deducted in the first full pay period following the University Payroll Division’s receipt of a written, signed authorization by an MBU to deduct RWUFA Dues and the amount to be deducted over the remaining pay periods for each RWUFA member as designated in provision 1 above. Absent specific authorization to the contrary, the dues will be deducted by ratably apportioning the amount of RWUFA Dues over the remaining pay periods as designated above.

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

3. In cases of choosing conscientious objector status, a formal objection must be filed by the MBU within thirty (30) days from the date on

which Fair Share Charges commence, following qualifying employment at Roger Williams University. The objection shall be addressed to the CHRO with a copy to the President of the RWUFA. Objections may vary in form or content, but must clearly and fully state the basis for the MBU's request for Conscientious Objector status. The existence of such religious tenet(s) or reason(s) of conscience, shall require the execution of a written statement under oath by an MBU specifying (1) the religious tenet(s) and/or (2) the reasons of conscience, moral and/or ethical principle(s) on which the objection is based.

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

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

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

F. INTELLECTUAL PROPERTY

1. Intellectual Property Arrangements in General

An MBU, who writes, produces, or creates any work, creation, design, invention, software, or other intellectual property, independent of specific funding and/or resources of the University, shall have exclusive rights thereto, including patent, literary or artistic copyright. Sabbatical leaves are not considered specific

funding. An MBU will have exclusive rights to any work produced during his/her sabbatical leave. In the case of literary or artistic works, computer software, inventions, designs, technical developments or other intellectual property made or created by an MBU(s) with more than the *de minimis* use of the University's funds, technical facilities, support or technical personnel, the MBU(s) shall hold 50% and the University 50% of any right, title, or interest arising therefrom, unless other arrangements have been previously negotiated and reduced to a written Agreement between RWU and the MBU(s). Rents, royalties, and other net profits shall be shared equally between the MBU and RWU, unless otherwise agreed to by the parties taking into consideration the relative contribution of each.

2. Course Materials

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

3. Patents and other Technical Copyrights

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

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

have been reduced to a written Agreement between RWU and the faculty member.

ARTICLE VI
MANAGEMENT RIGHTS

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

ARTICLE VII
CONDITIONS OF SERVICE

A. FACULTY LOAD

1. Teaching Load

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

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

- 1A. The workload for undergraduate faculty engaged in teaching architecture studio courses in the School of Architecture, Art and Historic Preservation may be assigned, within load, one architecture studio course (nine contact hours) and one traditional classroom course (three contract hours) for a total of 12 contact hours per semester, or 24 contract hours if he or she teaches an architecture studio course each semester. A member of the undergraduate faculty who teaches an architecture studio course during only one semester during an academic year, may be assigned, within load, one architecture studio course (nine contact hours) and one traditional course (three contact hours) for a total of twelve contract hours during the semester in which he or she teaches an architecture studio course; and three traditional courses for a total of nine contract hours during the semester in which he or she does not teach an architecture

- 387 studio course, for a total of 21 contact hours during the academic
388 year.
- 389 2. For a supervisor of student teachers, every five (5) students
390 supervised shall constitute the equivalent of a full-load course.
- 391 3. Graduate instruction requires a higher level of scholarship and
392 research than undergraduate instruction. Faculty who teach
393 graduate courses will be expected to meet these requirements.
394 Therefore, faculty members' regular teaching loads will not exceed
395 eighteen (18) contact hours per year in any year in which they teach
396 one or more graduate course(s). A faculty member who has a
397 teaching load of eighteen (18) contact hours as the result of teaching
398 a graduate level course in an academic year shall not be scheduled
399 for an overload course during that year. Exceptions to the
400 prohibition on overload set forth herein may be granted with
401 approval of the Provost upon the recommendation of the dean.
- 402 4. Student Assistants -- No student or students shall be allowed to teach
403 any course which is offered for academic credit. Student assistance
404 in certain courses, laboratories, or field activities under direct faculty
405 supervision is acceptable.
- 406 5. Except in cases of extraordinary circumstances, and with the mutual
407 consent of the dean of the appropriate school or college and the full-
408 time, qualified, teaching faculty member or full-time, qualified, non-
409 teaching faculty member, no full-time, qualified, teaching faculty
410 member or full-time, qualified, non-teaching faculty member shall
411 teach more than one (1) course or its equivalent above his/her
412 scheduled load for additional compensation per semester. In no
413 circumstances shall an MBU teach more than six (6) course sections
414 or the equivalent per semester under the terms of this Agreement.
- 415 During the period from July 1 – June 30, MBUs will not teach,
416 whether day, evening, intersession or summer session, more than the
417 equivalent of six courses, in addition to their normal two semester
418 load. Each accumulation of ten (10) independent or online studies
419 during this period will be considered the equal of one course.
420 Fractions of this equivalency will not be counted in the total course
421 calculation. Exceptions to this limit may be granted by the Provost.
- 422 6. The dean of an applicable school or college shall possess the

- 423 discretion to assign courses to faculty members with the approval of
424 the Provost or his/her designee in carrying out this basic managerial
425 prerogative/responsibility to assign courses and course loads will
426 both consult Department Chairs and/or Department Coordinators in
427 the same academic discipline and will consider seniority, all other
428 factors being equal.
- 429 7. The University will make a reasonable effort, when possible, not to
430 schedule classes so that a faculty member has more than six (6)
431 hours between the beginning and the end of classes, excluding labs,
432 studios, overloads, and evening courses during the fall and spring
433 semesters in the day program.
- 434 8. School of Continuing Studies courses are not normally assigned as
435 part of a full-time teaching faculty member's load.
- 436 9. On-line courses are considered part of and count toward teaching
437 load.
-
- 438 10. RWU will make an effort to list the full load teaching assignments of
439 faculty by name in the printed semester course schedule when it is
440 issued prior to registration.
- 441 11. Full-time Lecturers (not eligible for tenure, but eligible for
442 successive annual contracts) may be assigned no more than eight (8)
443 three-hour courses of 24 contact hours within load during fall and
444 spring semesters. These faculty members shall not have a reduced
445 load for teaching at the graduate level.
- 446 12. Under normal circumstances, a minimum of 55% of all instruction at
447 the Bristol campus shall be provided by tenured and tenure-track
448 faculty. However, in no event shall the percentage be less than 50%.
449 For the purposes of these calculations, tenure and tenure-track
450 faculty will be counted as teaching a minimum of normative load.
451 The University shall have twelve (12) months to correct any
452 violation of this provision.
- 453 13. First year tenure track MBUs who have no prior full-time teaching
454 experience will be given a 3-3 course load in their first year.

455 B. PREPARATIONS

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

C. MAXIMUM LOAD

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

D. COURSE SIZE

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

E. ADJUNCT FACULTY

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

RWU will make a reasonable effort when possible to notify previously scheduled adjunct faculty of changes in their assignment within a reasonable time after learning of such changes.

F. FACULTY LIBRARIANS

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

490 F.1. LECTURERS

- 491 1. Lecturers will have the same service and advising responsibilities as
492 tenure-track faculty.
- 493 2. Concerning the issue of right of first priority, Lecturers will be
494 between tenure-track faculty and adjunct faculty.
- 495 3. Concerning retrenchment, Lecturers will be placed between tenure-
496 track faculty and adjunct faculty.
- 497 4. Lecturers will be hired in the same manner as tenure-track faculty.
- 498 5. The overload rules that apply to Lecturers will be the same as those
499 for tenure-track faculty.
- 500 6. Lecturers will be entitled to the same academic freedom as tenure-
501 track faculty.
- 502 7. Lecturers will be entitled to professional development up to a
503 maximum amount equal to, and capped at, one-third of the base
504 amounts set forth in Article XIV, Section E.5. through a fund that is
505 separate from full-time faculty. Lecturers are not eligible for
506 Foundation course releases or grants.
- 507 8. After a successful third year review, Lecturers may be eligible for up
508 to three-year contracts and be subject to three-year comprehensive
509 reviews thereafter.
- 510 9. Denial of re-appointment shall not be for arbitrary or capricious
511 reasons.
- 512 10. RWU shall not move or reclassify tenured or tenure-track faculty as
513 Lecturers as a result of performance evaluations.

514 G. RESPONSIBILITIES OF MBUs

- 515 1. All MBUs
- 516 a. MBUs will be guided in their professional conduct by the
517 statement of Faculty Professional Ethics attached to this
518 Agreement as Appendix A, which was drawn from the
519 A.A.U.P. Statement on Professional Ethics (originally adopted
520 in 1966, and revised in 1987 and 2009).

- 521 b. Faculty MBUs shall meet all scheduled assignments unless
522 prior arrangements have been communicated to the dean of the
523 appropriate school or college.
- 524 c. Except in the case of illness or other emergency, MBUs
525 teaching courses shall not cancel classes or other contractual
526 commitments without the approval of the dean of the
527 appropriate school or college. In any event, faculty members
528 will communicate in writing to the Dean a plan for missed
529 classes. The approval of the dean shall not be unreasonably
530 withheld.
- 531 It is understood that faculty MBUs are committed to quality
532 delivery of their course content and accept this contractual
533 responsibility as a principle not to be abused.
- 534 d. All faculty MBUs shall report accidents which occur in their
535 classes, or on campus premises, to the University Department
536 of Public Safety immediately.
- 537 e. All teaching MBUs shall submit course grades to the
538 Registrar's Office by the date stipulated in the Academic
539 Calendar.
- 540 f. MBUs will cooperate in RWU program assessment and review.
541 Course evaluations specific to program assessment and review
542 shall not be used by RWU for the purposes of professional
543 performance evaluation of MBUs.
- 544 g. RWU recognizes that consulting work or other compensated
545 employment during the academic year may be a valuable
546 professional experience for full-time faculty members.
547 However, consulting work shall not interfere with the faculty
548 member's contractual duties to the University.
- 549 h. All MBUs have been designated "Responsible Employees"
550 under Title IX of the Education Amendments of 1972, and as
551 designated Responsible Employee, the MBU is required to
552 report any claims of sexual harassment or violence to the Title
553 IX Coordinator or Deputy Title IX Coordinator. The
554 University will inform all MBUs of the names and contact
555 information of the Title IX Coordinator and Deputy Title IX
556 Coordinators, and keep such information current.

- 557 i. At the start of each academic year, all faculty MBUs must
558 place on file with the dean's office a copy of her or his current
559 academic vitae. By agreement with the dean, vitae may be
560 submitted in electronic format.
- 561 2. Full-time Faculty
- 562 In addition to the normal faculty load as described herein, a faculty
563 member shall assume other educational responsibilities. Such
564 responsibilities will be distributed by department chairpersons,
565 deans, or the Provost or his/her delegate within the bargaining unit in
566 an equitable manner. These responsibilities shall include the
567 following:
- 568 a. serve on a University committee, at the discretion of RWU.
- 569 b. serve as advisor to individual students. The faculty member shall
570 have periodic conferences with each of his/her advisees. When
571 serious academic or personal problems are identified or appear to
572 be evident, faculty members shall make referrals to the
573 appropriate Dean. (Normally, a faculty member shall not be
574 assigned more than 25 day school students.) For purposes of this
575 provision, unexpected absences, availability of advisors, or a
576 sudden increase in students over one year shall not be considered
577 normal. Advising assignments in excess of the 25 standard shall
578 be considered in overall workload balancing at the department
579 level. No faculty member shall be assigned over 35 advisees
580 unless granted a course reduction.
- 581 c. attend Commencement.
- 582 d. keep regularly scheduled office hours for no less than one (1)
583 hour per week for each three contact hours of course instruction
584 to be scheduled over a minimum of three (3) days. Such hours
585 shall be posted and announced in a manner which will make
586 students and advisees aware of the hours during which he/she is
587 available. Faculty members assigned to teach evening classes
588 must set a reasonable portion of their office hours in the evening.
589 Faculty members teaching online courses must set a reasonable
590 portion of their office hours online to accommodate students in
591 the online course.

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

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

3. Adjunct Faculty MBUs

Adjunct faculty MBUs shall be available to students no less than one (1) hour per week for each three contact hours of instruction during the normal school day. Their office hours shall be posted and announced in a manner which will make students aware of the hours during which they will be available. Secure office space shall be provided to adjunct teaching faculty so that they will have a place to meet with their students and store educational materials. Adjunct faculty shall be provided a university email account, a phone extension number, access to the university's libraries and its network, including printers.

4. Academic advising is not the exclusive right of MBUs.

Administrators and Librarians on a voluntary basis may serve as new student advisors and facilitators. However, all students will be assigned an academic advisor in their major areas by the student's sophomore year, unless it requires the University to violate the advisee assignment limits.

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

H. FACULTY/STUDENT RATIO

628 Except and only as such will result in financial emergency as defined in
629 ARTICLE (XI), RETRENCHMENT the University will maintain a ratio of no
630 more than 16 full-time equivalent students to 1 full-time equivalent faculty
631 member across the University as a whole, but not including continuing education
632 students. Each year, between May 1st and June 30th, RWU will provide the past
633 year's ratio to the RWUFA upon request to the Provost, in writing. If the ratio of
634 full-time equivalent students to full-time equivalent faculty is greater than 16 to 1,
635 RWU will be given one academic year to remedy the ratio imbalance. Failing
636 reaching the ratio in the next annual report, RWU will hire accordingly until the
637 agreed upon ratio is at least reached within that year.

638 I. UNIVERSITY CALENDAR, HOLIDAYS and CATALOG

639 1. University Calendar

640 RWU and the RWUFA have agreed to the calendars found in
641 Appendix C. No change in the wages, number of weeks to be
642 worked, number of days worked or number of hours to be worked
643 may be made to any calendar set out in Appendix C, without first
644 negotiating any such changes with the RWUFA. Any other changes,
645 necessitated by events unforeseen at the time of creation of the
646 calendars and altering the published calendar of the faculty curricula
647 delivery, may not exceed seven (7) working days and will be shared
648 with the faculty and the RWUFA as soon as possible after any such
649 recognized need to alter the calendar arises.

650 2. Holidays

651 MBUs shall be entitled to scheduled University holidays, as
652 published in the University Calendar. However, MBUs shall be
653 responsible for teaching their classes scheduled in the evening on
654 University holidays. Librarians shall be required to work during all
655 faculty vacation periods except as set out in the Vacation Policy
656 which consists of:

- 657 a. Monthly accrual of vacation leave up to 20 days per year for 12
658 month MBUs in each of the MBUs first ten years of service.
- 659 b. Monthly accrual increases for MBUs who have completed 10
660 years of service, starting in their 11th year of service through
661 their 20th year of service up to 25 days per year for 12 month
662 MBUs.

- c. Monthly accrual increases for MBUs who have completed 20 years of service, starting in their 21st year of service, up to 30 days per year for 12 month MBUs.
- d. 10 month MBUs' leave will accrue at the rate of 10/12ths of the accrual rate for 12 month MBUs in the appropriate category as set out above.
- e. Part-time MBUs' leave will accrue at the rate of #Hrs per Week/35ths of the accrual rate based on years of service and 10 or 12 month status.
- f. All annual accrual rates as set out above x 1.5= the maximum vacation accrual. Once the maximum is reached accrual is halted until use enables accrual again.
- g. Vacation may be scheduled at any time throughout the working year upon the approval of the MBU's supervisor which may not be unreasonably denied.

3. University Catalog

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

J. OFFICE SPACE

1. Allocation of office space and equipment shall be made by the Provost and implemented by the appropriate dean. In case of scarcity of office space, the Provost shall allocate office space to full-time MBUs based upon length of service at Roger Williams University provided that the office space requested is vacant.
2. Each full-time MBU shall be assigned office space which shall contain a desk with drawer space, a desk chair, a file cabinet, book space, telephone, computer or access to the university network, and a waste basket. While a full-time MBU is working at a campus other than the one to which he/she is primarily assigned, he/she will be provided with space in which to meet with students or temporarily store educational materials. Secure office space shall be provided to adjunct teaching faculty so that they will have a

697 place to meet with their students and store educational materials.

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

700 K. PARKING SPACE

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

704 1. All MBUs must park in designated parking spots.

705 2. Parking is not permitted in handicapped designated parking unless
706 the faculty member has handicap plates or permission from the
707 CHRO.

708 3. Current faculty parking stickers must be displayed in order to park
709 in the faculty parking.

710 4. Double parking is not permitted.

711 5. Parking tickets must be paid within ten (10) working days.

712 6. Towing and storage fees must be paid in order for towed cars to be
713 released (cars will be towed after three (3) unpaid tickets or if
714 blocking fire doors, hydrants or other cars).

715 7. During the term of this Agreement, RWU will continue to provide
716 parking space without charge for each MBU on the Bristol Campus
717 and when working at the Providence campus.

718 L. RIGHTS OF FIRST PRIORITY AND CONSIDERATION

719 1. The RWUFA will be notified promptly of all administrative,
720 faculty and staff vacancies with specifications when, and if, posted.

721 2. Adjunct faculty shall not be excluded from consideration for
722 tenure-track or visiting positions in the filling of teaching
723 vacancies within the University which may occur within their
724 fields of competence.

725 3. MBUs may not bump any faculty member to teach an overload
726 course. An MBU's right to displace adjunct faculty assigned to

727 teach a course is limited to ensuring that an MBU has a full,
728 standard course load. To achieve this right, and except where and
729 when an adjunct faculty member is hired specifically for his/her
730 discipline expertise and/or specialized delivery of a certain course,
731 adjunct teaching faculty members may be displaced by full-time
732 qualified teaching faculty and full-time, qualified Librarians at any
733 time up to sixty (60) days prior to the beginning of the term, or
734 subsequently at any point where a course scheduled for the MBU
735 has been canceled. When such displacement occurs, the applicable
736 dean shall notify the adjunct faculty member in writing within
737 three (3) days of the displacement. The full-time, qualified
738 teaching faculty members or full-time, qualified Librarian's
739 course-load shall be determined in accordance with Article VII.A.
740 & L. herein. This right shall be subordinate to the right of the
741 dean(s) of a school or college to select and teach not more than one
742 (1) course per semester, provided that such course shall be selected
743 sufficiently in advance to be included in the published schedule of
744 courses, and in no event shall the right of the deans to teach,
745 reduce the normal load of any member of the bargaining unit who
746 is paid on the basis of Article XIII, A. Salary Program.

747 One additional course per semester may be taught by deans and
748 other full-time University Administrative Professional Staff if
749 extenuating circumstances warrant, with the approval of the
750 Provost, and after consultation with the affected programs.

751 In such cases, prior to the beginning of the semester notification
752 will be made to the RWUFA, together with an explanation of the
753 extenuating circumstances and documentation of having consulted
754 with the affected programs.

755 In no case will the additional course be taught during the dean/staff
756 member's normal workday, nor will it bump a full-time qualified
757 teaching faculty member from teaching an authorized overload.

758 In addition to discipline expertise, there are other considerations to
759 determine "qualified faculty" for first priority in teaching. As
760 previously noted, graduate instruction requires a higher level of
761 scholarship than undergraduate instruction. On-line courses, as
762 well as those with a substantial on-line component, such as
763 directed seminars, may require clearly specialized training and

764 competency in appropriate technology tools as well as the unique
765 pedagogy of on-line instruction.

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

768 M. DEPARTMENT CHAIRS

769 1. Purpose and Description

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

785 2. Appointment and Qualifications

786 The appointment of department chairs is made by the dean of the
787 school/college after consultation with the faculty members of the
788 respective departments. The dean initiates the appointment
789 process by asking the members of the department to meet and then
790 forward to the dean the names of up to two candidates who are
791 acceptable to the majority of the members of the department. After
792 a review of the candidate(s), the dean may request that the
793 department meet again and forward the names of up to two
794 additional candidates acceptable to a majority of the members of
795 the department. If the dean does not choose a chair from the
796 candidates selected by the department, the dean may announce that
797 the chair will be filled by an external candidate through a faculty
798 search process. In that case or in the case of an unexpected
799 vacancy, the dean may select an interim chair from the faculty of

the University for a single one-year term or leave the chair position vacant, at his/her discretion.

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

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

3. Responsibilities and Authority

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

Department Chair duties and responsibilities normally are to:

- a. Represent the interests of the department faculty to the dean.

- 837 b. Submit and supervise departmental budgets and administer
838 expenditures of departmental funds in accordance with
839 protocol set by the dean.
- 840 c. Balance the workload of department members by:
841 supervising and approving course schedules and teaching
842 assignments; manage advising assignments; and coordinate
843 other faculty responsibilities to the department.
- 844 d. Recommend equipment and supplies for purchase, project
845 space and equipment needs for the department, and exercise
846 general responsibility for departmental facilities and
847 equipment.
- 848 e. Prepare, for submission to the dean, descriptions of majors
849 and courses and other departmentally-related copy for RWU
850 publications, such as catalogues and promotional brochures.
- 851 f. Recommend major and minor and core requirements to the
852 appropriate School/Senate committees.
- 853 g. Recruit adjunct faculty members and assign them to
854 departmental courses and activities.
- 855 h. Encourage effective classroom teaching, including the
856 application of both innovative and conventional teaching
857 techniques, and perform periodic classroom visitations.
- 858 i. Encourage faculty research, writing and creative activity,
859 including representing prioritized values and goals of the
860 University.
- 861 j. Evaluate full-time faculty and make recommendations
862 regarding performance driven opportunities.
- 863 k. Conduct regular and special departmental meetings as may
864 be required.
- 865 l. Assisting with and organize faculty participation in the active
866 recruitment of students.
- 867 m. Arrange for departmental approval of independent studies,
868 including tutorials, research projects, and internships.

- 869 n. Encourage a stimulating intellectual climate for students and
870 faculty in the discipline through such programs as lectures
871 and presentations of research work.
- 872 o. Assist in the staffing of the department by exhibiting a
873 leadership role in faculty and staff searches.
- 874 p. Coordinate assessment activities of courses and programs
875 offered by the department.
- 876 q. Support their faculty in developing and maintaining a
877 curriculum that bridges theory and practice and may be
878 interactive with other disciplines.
- 879 r. Other duties as agreed to by the dean and the chair.

880 4. Compensation of Department Chairperson

881 Each chairperson will receive one (1) three-credit load reduction
882 per semester and an additional stipend of eight thousand dollars
883 (\$8,000) for occasional summer related chair activities. Additional
884 compensation may be granted by the dean after consultation with
885 the Provost.

886 N. PROGRAM COORDINATORS and PROGRAM DIRECTORS

887 For the purposes of this Agreement, the titles "Program Coordinator" and
888 "Program Director" are interchangeable. Whether an employee is called a
889 Program Coordinator or Program Director is to be determined by the
890 University after consultation with the employee, normally at the time of
891 appointment or reappointment. In certain circumstances within the
892 University, the title "Director" is considered a managerial title, and an
893 incumbent who carries that title would not be within the bargaining unit.
894 With regard to the title "Program Director," however, if utilized in the
895 context of responsibilities described in this section, that title would not be
896 considered managerial, but would be within the RWUFA bargaining unit.

897 A Program Coordinator or Program Director, a member of the
898 faculty, may serve part-time in a variety of functions within the
899 University. As the term is used within the bargaining unit, the position
900 may include responsibilities similar to those of a Department Chairperson.
901 Alternatively, the position may include a variety of duties related to
902 specific academic programs or an amalgam of courses that may be within
903 a discipline or across disciplines. It also may include responsibilities such

as coordination of or related to academic, developmental, administrative or enrollment management.

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

Program Coordinators or Program Directors shall serve at the pleasure of the Dean and may be removed from the position at any time. They shall be eligible for reappointment by agreement of the University and the Program Coordinator or Program Director. In the event a Program Coordinator or Program Director with supervisory duties over members of the faculty shall have served three consecutive years in his or her position, the Dean shall seek a confidential evaluation of the Program Coordinator or Program Director from the then active faculty members teaching within the Program. This evaluation material will be considered before a Program Coordinator or Program Director is reappointed to the position. If at any time the members of the faculty teaching within the Program, by a two-thirds vote (exclusive of the Program Coordinator or Director),— express their formal concerns or lack of confidence in the performance of the Program Coordinator or Program Director, the Dean will meet with the faculty within the Program, without the presence of the Program Coordinator or Program Director, to discuss their concerns. The Dean will then meet with the Program Coordinator or Program Director to discuss the general nature of the concerns and any response by the Coordinator/Director thereto. Within thirty days after the meeting, the Dean will respond separately and in writing to the faculty in the Program and to the Program Coordinator or Program Director regarding the concerns expressed by them and submit a report to the Provost with her or his recommendation.

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

At such time as a Program Coordinator or Program Director position becomes available, except for reappointment of a then current Program Coordinator or Program Director, the University shall consult with the RWUFA President to share a position description prior to inviting

942 applicants for the position. The position shall be posted to members of the
943 bargaining unit for 14 calendar days during which time members of the
944 bargaining unit shall be invited to make application for the position. The
945 position shall not be filled until the 14 calendar days have expired.

946 O. **CAMPUS ASSIGNMENT AND REIMBURSEMENT OF TRAVEL**
947 **EXPENSES**

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

952 Full-time MBU faculty members who are assigned to teach
953 a course which is part of their normal load or perform special
954 academic services at a location removed from the campus of the
955 University at which they are primarily assigned to work shall
956 receive mileage and travel expenses consistent with established
957 University policy.

958 **ARTICLE VIII**
959 **APPOINTMENT, EVALUATION, REAPPOINTMENT, TENURE WITH**
960 **PROMOTION**

961 A. **APPOINTMENTS IN GENERAL**

962 Initial faculty appointments shall be issued by the Provost, who shall
963 routinely consult with and seek recommendations from members of the respective
964 academic areas through the dean to whose School the appointment will be made.
965 Unless otherwise impractical, a search committee will be established which shall
966 include faculty from the respective academic disciplines involved. It is
967 recognized that the Provost makes the final determination in these matters. The
968 same general procedures will apply in the case of initial appointments of all
969 Librarians. The Provost will notify the President of the RWUFA of all
970 appointments of full-time faculty members and provide copies of all letters of
971 initial appointment on or before October 1 for fall appointments and March 1 for
972 spring appointments.

974 Faculty shall be appointed initially to the rank of visiting professor,
975 assistant professor, associate professor, professor, assistant professor in the
976 library, associate professor in the library, professor in the library, and lecturer. All
977 initial offers of employment shall be reduced to writing and shall specify the

individual's conditions of appointment including rank, compensation, area of appointment and nature of appointment. If an appointment contains an area or nature of appointment that differs from provisions set forth in this Agreement, those different provisions will be described in a separate written notification to the RWUFA by the employee's start date. The employment agreement itself shall not be shared with the RWUFA by the University.

Prior to the conclusion of the current academic year, the Dean of each school shall inform affected faculty members of the evaluation schedule for the upcoming academic year.

RWU shall provide to the RWUFA a list of all MBUs and their evaluation schedules in accord with the schedules in this CBA.

B. CATEGORIES OF FACULTY APPOINTMENTS

1. Visiting Appointment

Visiting appointments are non-tenure track appointments which may be made for up to four years to replace faculty members on sabbatical or other leave or to fill a full-time position on an interim basis. Individuals holding visiting appointments shall be faculty members, in accordance with provisions of Article I, and shall have all rights under the Agreement with the exception that there shall be no expectation of reappointment, or such employment shall terminate as indicated in their individual letters of appointment. Visiting appointments shall not be given to individuals who have held full-time appointments at Roger Williams University during the previous five (5) academic years except for previous service as visiting appointments. Colleagues from other colleges and universities replacing faculty members of Roger Williams University under any faculty exchange arrangement shall receive visiting appointments and shall not be MBUs. Such exchange arrangements must have the prior approval of the faculty member, the positive recommendation of the Dean of the appropriate school and the approval of the Provost, whose decision shall be final. The President of the RWUFA shall be notified of all visiting appointments. Appointments for less than one (1) academic semester shall carry no benefits.

2. Appointments of Lecturers

Appointments and reappointments to these non-tenure track positions shall be for one year and shall be made by the Provost. After successful third year review, lecturers may be eligible for up to three-year contracts.

Lecturer (newly created full-time non-tenure track position) appointments have the principal duty to deliver instruction, service and academic advisement/mentoring. All appointments and reappointments shall be annual appointments and/or reappointments. Lecturer faculty members will undergo a non-comprehensive review every year except during each third year of term appointments when a comprehensive review is required. Evaluations shall include consideration of teaching effectiveness and service. A Lecturer who is not awarded a contract renewal shall receive a notice of termination of employment. Denial of re-appointment shall not be for arbitrary or capricious reasons.

3. Faculty on Exchange

- a. RWU faculty who, upon final approval of the Provost, are authorized to participate in a faculty exchange shall, for the duration of their participation in the exchange, remain employees of RWU and, if applicable, members of the RWUFA bargaining unit. The participating RWU faculty member's compensation and benefits shall be paid to him/her by RWU, consistent with the terms of the applicable collective bargaining agreement in force between RWU and RWUFA at the time of said participation and his/her bargaining unit seniority shall not be affected by virtue of participation in the exchange. The participating RWU faculty member's obligations, rights and privileges under the collective bargaining agreement, including but not limited to, time credited toward tenure and/or promotion as provided for in the CBA Article VIII, as enforceable and between the RWUFA and RWU, shall not otherwise be disturbed by virtue of his/her participation in the exchange.
- b. The workload, duties, and responsibilities of the participating RWU faculty shall be agreed upon between the hosting institution, RWU, and the participating faculty

1054 member, and will be memorialized in a separate, specific
1055 agreement upon establishment of the faculty exchange.
1056 The RWU faculty member who wishes to participate in a
1057 faculty exchange must consult with his/her department
1058 program and his/her dean regarding the impact of his/her
1059 absence from RWU with regard to matters of curricula,
1060 staffing, and budgetary concern. The Provost retains final
1061 authority to approve an RWU faculty member's
1062 participation in an exchange.

1063 c. The exchange of faculty between RWU and another
1064 institution of higher education made pursuant to a faculty
1065 exchange arrangement need not necessarily occur in the
1066 same academic semester.

1067 d. The visiting faculty's teaching load shall not exceed the
1068 normative teaching load of the RWU faculty member who
1069 participates in the faculty exchange.

1070 4. Appointment of Adjunct Faculty

1071 Adjunct faculty appointments are term appointments given
1072 to faculty teaching on less than a full-time basis. Adjunct faculty
1073 who teach six (6) or more contact hours in the daytime program
1074 per semester shall be MBUs in accordance with provisions of
1075 Article I and shall have all rights specifically provided under this
1076 Agreement for adjunct faculty. Their employment shall be
1077 terminable at will. Such faculty members do not accrue time
1078 toward tenure nor do they qualify for consideration for promotion.

1079 5. Appointment of Probationary Faculty

1080 Probationary appointments are tenure track appointments
1081 given to those full-time faculty members who are expected to
1082 apply for a position with tenure upon successful completion of the
1083 requirements for tenure. Except as provided below, the first six (6)
1084 years of full-time employment for tenure track faculty members
1085 shall constitute a probationary period. Initial year employment for
1086 one (1) semester or less will not count toward the probationary
1087 period. However, newly appointed faculty members with prior
1088 full-time tenure track (normally teaching) experience at another
1089 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. Time under a visiting appointment shall be counted toward tenure, 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 these agreements.

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

6. Appointment of Tenured Faculty

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

7. Executive Appointment of Faculty

Nothing in this Agreement should be construed to prohibit the appointment to the faculty of an individual of exceptional talent or accomplishment, who does not meet all the stated criteria by the President of the University. In the event the University has appointed a faculty member by way of Executive Appointment at a rank and under conditions not specified herein, the University shall at an appropriate time notify the faculty member in writing with information regarding the path forward for evaluation, promotion and possible future personnel action, if any. In the event the University has appointed a faculty member not by way of Executive Appointment, but at a rank and under conditions not specified herein, the University shall at the time of appointment or as soon as reasonably possible thereafter, notify the faculty member in writing with information regarding the path forward for evaluation, promotion and possible future personnel action, if any.

1127 At such time as the University notifies a faculty member with
1128 information regarding the path forward for evaluation, promotion
1129 and possible future personnel action, the University shall also
1130 notify the RWUFA and the SFRC and/or the UFRC, as indicated.

1131 C. APPLICABLE EVALUATION CRITERIA FOR FACULTY

1132 1. In General

1133 Assessment of the general abilities of individual faculty members
1134 shall be in relation to his or her specific discipline (including the
1135 academic discipline of which she or he is a member), program, or
1136 duties, and to the needs and interests of RWU. This process may
1137 involve classroom visitation and is not limited to consultation with
1138 faculty members of the program, college or school, with students
1139 in his or her courses and with any other pertinent individual
1140 possessing knowledge of his or her performance. The faculty
1141 member, other faculty members in the academic unit, current
1142 and/or former students, external peers recognized as experts in the
1143 discipline, the dean and Provost may be consulted for input during
1144 the evaluation process.

1145 Documented excellence in teaching remains the primary criterion
1146 for awarding reappointment and tenure with promotion. Discipline
1147 appropriate professional activities including, but not limited to, the
1148 traditional notions of scholarship, are needed to inform teaching,
1149 meet specialized accreditation requirements or advance one's
1150 discipline. Such activities form an important criterion for
1151 evaluation. RWU recognizes that professional activities might
1152 include the multiple forms of scholarship articulated by Ernest
1153 Boyer in *Scholarship Reconsidered: Priorities for the*
1154 *Professoriate* and by Charles Glassick et al. in *Scholarship*
1155 *Assessed: An Evaluation of the Professoriate*.

1156 Other criteria also enter into the evaluation process. These may
1157 include, but are not limited to, academic advisement, program
1158 development, and institutional and/or community service directly
1159 related to the Mission of the University.

1160 Roger Williams University is a student-centered teaching
1161 institution. Accordingly, the primary responsibility of faculty is
1162 teaching and the primary evaluation requirement is effectiveness in

1163 teaching. While all faculty are expected to maintain a program of
1164 discipline appropriate professional activities (especially as they
1165 inform and enrich teaching), a “publish or perish” atmosphere is
1166 not intended. Therefore, the current evaluative criteria regarding
1167 professional activities, as set forth herein, may be satisfied in a
1168 variety of ways for purposes of reappointment, promotion, tenure
1169 or post-tenure review.

1170 When applicable, external expert validation of the professional
1171 merit of these various activities is required and may also take many
1172 forms in light of the nature of the scholarship performed.

1173 In addition, it is recognized that all the evaluation criteria set forth
1174 above do not apply to all faculty members in all disciplines
1175 because of the non-traditional nature of their assignments as
1176 faculty. It is also recognized that individual, specific criteria differ
1177 in importance within schools and departments due to accreditation
1178 requirements and the strategic initiatives of the University. The
1179 degree and quality of participation will determine the overall
1180 contribution a faculty member has made to students, their
1181 department, their school/college and the University.

1182 With respect to probationary faculty members, at the beginning of
1183 their first year, the appropriate dean and the faculty member shall
1184 meet and discuss the criteria which will be utilized during the
1185 cumulative evaluation process. If changes occur in these criteria as
1186 a result of a revised CBA, the dean will notify the faculty member.

1187 With respect to tenured faculty members, the appropriate dean and
1188 the faculty member shall meet three years prior to post-tenure
1189 review to discuss the criteria which will be utilized during the post-
1190 tenure evaluative process.

1191 In all cases, the results of these meetings shall be reduced to
1192 writing and provided to the faculty member within fifteen working
1193 days of the meeting.

1194 Evaluation of faculty addresses effectiveness in the following three
1195 categories:

1196 a. Teaching, including developmental advising;
1197 b. Scholarship as defined below; and

| | | |
|------|----|--|
| 1198 | c. | Service to the Institution and Community. |
| 1199 | | |
| 1200 | | The following criteria may be considered for decisions regarding |
| 1201 | | performance assessment of probationary and tenured teaching |
| 1202 | | appointees. Faculty members are, however, expected to take part |
| 1203 | | in as many activities as mentioned below as appropriate. These |
| 1204 | | activities illustrate the wide range of areas from which faculty |
| 1205 | | members demonstrate qualifications for reappointment, promotion, |
| 1206 | | or tenure. It is recognized that not all of the following items apply |
| 1207 | | to all faculty being evaluated. Other relevant criteria may be added |
| 1208 | | as appropriate. |
| 1209 | | For evaluation of Lecturers the category of Scholarship shall not apply. |
| 1210 | 2. | Effectiveness in Teaching, Including Developmental Advising |
| 1211 | | The quality of the University is linked directly to the quality of its |
| 1212 | | teachers and to their instruction. The University acknowledges and |
| 1213 | | celebrates the faculty of the University as being at the heart of the |
| 1214 | | learning environment at the institution. The styles of good |
| 1215 | | teaching vary widely. Each faculty member is free to use any |
| 1216 | | generally accepted pedagogical approach within the practices |
| 1217 | | accepted in his/her respective discipline. These styles can range |
| 1218 | | from formal lectures to experiential/engaged learning; from |
| 1219 | | independent study to engaged education/community or project |
| 1220 | | based learning; from discussion-based pedagogy to service |
| 1221 | | learning to online delivery; as well as new pedagogical approaches |
| 1222 | | being developed. The list that follows is intended to offer |
| 1223 | | examples of the activities that might be used as evidence of |
| 1224 | | effective teaching, including advising. Not all of these activities |
| 1225 | | are required to make such a case. Effectiveness in teaching may be |
| 1226 | | demonstrated in a variety of ways, which include, but are not |
| 1227 | | limited to the following, some of which may also be used to |
| 1228 | | demonstrate effectiveness in scholarship as noted in Boyer: |
| 1229 | a. | The faculty member's self-assessment illustrating |
| 1230 | | continuous refinement of skills in teaching and in |
| 1231 | | motivating and/or facilitating student learning. The self- |
| 1232 | | assessment should include the method of self-evaluation. |
| 1233 | b. | Course syllabi stating course and lesson learning outcomes; |
| 1234 | | evidence that these outcomes are communicated to |

- 1235 students, and that course content and assignments are
1236 designed to accomplish course learning outcomes. Course
1237 syllabi should clearly describe examination and homework
1238 policies, grading standards, student accessibility policy and
1239 attendance policy.
- 1240 c. Formal or informal peer reviews, including classroom visits
1241 from peers, department chairs, and/or deans indicating
1242 assessment of the faculty member's ability to stimulate the
1243 interest of students, evoke their responses, and involve
1244 them in the learning process.
- 1245 d. Student course surveys indicating student assessment of
1246 their learning. RWU acknowledges that it considers the
1247 student course surveys to be only one source of information
1248 about the faculty member's effectiveness in teaching,
1249 among several other sources. The University shall not deny
1250 a faculty member tenure, reappointment or promotion, or
1251 give a negative evaluation based solely on scores or
1252 comments in student surveys.
- 1253 e. Documentation of pedagogical achievements such as newly
1254 developed instructional methods or technologies,
1255 descriptions of new assessment methods, or participation in
1256 teaching and pedagogy workshops or conferences.
- 1257 f. The faculty member's participation in interdisciplinary and
1258 experiential/community or project based/service learning
1259 academic programs and supervise independent or external
1260 studies, graduate thesis, student research projects, or
1261 academic student organizations.
- 1262 g. Evidence of the faculty member's commitment to student
1263 mentoring and effectiveness in developmental advising
1264 such as: remaining in regular contact with advisees, writing
1265 letters of recommendation, providing guidance and
1266 information about academic progress and, where
1267 applicable, providing guidance about graduate study and
1268 career preparation.
- 1269 h. Participating in professional development activities
1270 designed to enhance the faculty member's advising skills.

1271 i. Evidence of significant experience with and demonstrated
1272 commitment to experiential learning and community
1273 engagement as a core pedagogy.

1274 3. Effectiveness in Scholarship

1275 RWU endorses a broad view of scholarship, in particular
1276 scholarship that relates to and informs a faculty member's
1277 teaching, and recognizes that professional activities might include
1278 four types of scholarship articulated by Ernest Boyer in
1279 *Scholarship Reconsidered: Priorities for the Professoriate*. Those
1280 are:

- 1281 • the scholarship of teaching,
- 1282 • the scholarship of discovery
- 1283 • the scholarship of integration
- 1284 • the scholarship of application
- 1285

1286 Just as the parties recognize the multiple forms of scholarship
1287 articulated by Boyer, the parties also recognize that the quality of
1288 that scholarship can be evaluated using standards articulated by
1289 Charles Glassick, Mary Taylor Huber and Gene Maeroff in
1290 *Scholarship Assessed: An Evaluation of the Professoriate*.
1291 Glassick, et alia, state:

1292 “All works of scholarship, be they discovery, integration,
1293 application or teaching, involve a common sequence of unfolding
1294 stages.”

1295 According to Glassick, the process of scholarship involves the
1296 following six elements.

- 1297 1. Clear Goals
- 1298 2. Adequate preparation
- 1299 3. Appropriate methods
- 1300 4. Significant results
- 1301 5. Effective presentation
- 1302 6. Reflective critique
- 1303

1304 Additional information about the frameworks of Boyer and
1305 Glassick and how they may be applied in a faculty member's self-
1306 study can be found in Appendix E and in their books. Faculty

1307 members, in reflecting on their scholarship, should address these
1308 elements to the extent that they apply.

1309 In addition, it is recognized that all evaluators throughout the
1310 process shall take into consideration the MBU's workload
1311 assignments as they relate to scholarship expectations. Further, it
1312 is recognized that individual, specific criteria differ in importance
1313 within schools and departments due to accreditation requirements
1314 and the strategic initiatives of the University.

1315 For evaluation of Lecturers the category of Scholarship shall not
1316 apply.

1317 4. Effectiveness in Service

1318 This criterion relates to service activities that relate to the
1319 advancement of the University's mission and to the candidate's
1320 discipline, profession and wider community. RWU recognizes that
1321 the nature and degree of service performed by each faculty
1322 member will necessarily differ and will depend upon the particular
1323 needs of the faculty member's school/college, the strategic
1324 initiatives of the University, the faculty member's discipline or
1325 professional community and the faculty member's areas of interest,
1326 expertise or talent.

1327 Effectiveness in service may be demonstrated in a variety of ways
1328 which may include, but are not limited to, evidence of the
1329 following, some of which may also be used to demonstrate
1330 effectiveness in scholarship, as noted by Boyer:

- 1331 a. Contribution associated with service on departmental, school
1332 or university committees, task forces and advisory groups.
- 1333 b. Contributions associated with service on University
1334 governance such as the Faculty Senate and/or the RWUFA.
- 1335 c. Participation in student recruiting activities such as Open
1336 Houses and Accepted Students' Days.
- 1337 d. Receiving awards, grants, honors or other recognition of
1338 service.
- 1339 e. Leadership and service to student organizations.
- 1340 f. Participation in fund-raising, alumni and community relations
1341 events.

- 1342 g. Participation in program assessment activities and ensuing
1343 activities designed to refine and improve program quality.
1344 h. Participation in activities designed to improve course
1345 instruction as a result of course assessment.
1346 i. Development and delivery of new courses or program-related
1347 activities.
1348 j. Development of new programs or minors.
1349 k. Service as a judge of artistic or scholarly works.
1350 l. Organizing professional workshops and training sessions.
1351 m. Leadership roles in professional associations such as AACSB
1352 or AAC&U.
1353 n. Consulting work and other professional activities to benefit
1354 the discipline, the profession, the academy, or the wider
1355 community.
1356 o. Development and/or implementation of community-based
1357 learning (or service-learning) opportunities.
1358 p. Volunteer service to the local community that enhances the
1359 relationship between the University and the community and
1360 demonstrates the faculty member's commitment to the RWU
1361 core value of service.
1362 q. Advisement of students with regard to routine matters such as
1363 course scheduling, major requirements and graduation
1364 requirements.
1365

1366 Each faculty member must place the evidence for his/her
1367 professional activities in the context of current practices in the
1368 field. The University acknowledges that such activities have many
1369 different forms that must be evaluated in the context of individual
1370 disciplines and accrediting bodies within those disciplines.

1371 D. APPLICABLE EVALUATION CRITERIA FOR LIBRARIANS

1372 1. In General

1373 The following criteria may be considered for decisions regarding
1374 performance assessment of probationary and tenured librarians.
1375 This list is meant to be suggestive of the many ways in which the
1376 MBU can establish effectiveness. These activities illustrate the
1377 wide range of areas from which librarians may demonstrate
1378 qualifications for reappointment, promotion or tenure. It is
1379 recognized that not all of the following items apply to all librarians

1380 being evaluated. Other relevant criteria may be added as
1381 appropriate.

1382 With respect to tenured librarians the appropriate dean and the
1383 librarian shall meet and discuss the criteria which will be utilized
1384 during the evaluative process three years preceding the evaluation
1385 year. These criteria shall not be in conflict with those in the
1386 librarian's initial letter of appointment.

1387 With respect to probationary librarians, at the beginning of their
1388 first year the appropriate dean and the probationary librarian shall
1389 meet and discuss the criteria which will be utilized during the
1390 evaluative process. If there any changes in these criteria, the
1391 appropriate dean will notify the probationary librarian.

1392 The results of any meetings under this paragraph shall be reduced
1393 to writing and provided to the librarian within fifteen (15) working
1394 days.

1395 2. Professional Competence and Program Development

1396 This may be demonstrated in a variety of ways, which
1397 include, but are not limited to, the following:

- 1398 a. Current knowledge of librarianship.
- 1399 b. The ability to work with students, faculty members and other
1400 staff to provide the services of the University's libraries.
- 1401 c. Continued assessment, development and refinement of major
1402 areas of responsibility.
- 1403 d. Current knowledge and competency in existing and
1404 developing appropriate technologies.
- 1405 e. Ability to stimulate the interest of students, evoke their
1406 responses and involve them in learning.
- 1407 f. Participation in workshops which develop professional skills.
- 1408 g. Involvement in school or University-wide work on curricular
1409 reform.
- 1410 h. Mentoring undergraduate research.
- 1411 i. Innovative use of technology.
- 1412 j. Participation in the general education initiatives of the
1413 University.
- 1414 k. Demonstration of concern for the well-being of students.

- 1415 l. Putting knowledge into practice through service learning or
1416 community development.
- 1417 m. Demonstrating initiative in working with freshmen seminars,
1418 living learning environments, information commons and
1419 other best practices.
- 1420 n. Effective professional performance.
- 1421 o. Effective communication and interaction with colleagues in
1422 order to meet the Library's objectives.
- 1423 3. Effectiveness in Scholarly, Professional and/or Creative Activities
- 1424 This may be demonstrated in a variety of ways, which include, but
1425 are not limited to, the following:
- 1426 a. Maintaining continued professional development.
- 1427 b. Peer-reviewed scholarship.
- 1428 c. Presentations at conferences.
- 1429 d. Speaking engagements.
- 1430 e. Media commentary.
- 1431 f. Grant writing and submission.
- 1432 g. Interdisciplinary study.
- 1433 h. Attendance and substantive participation at professional
1434 meetings and conferences.
- 1435 i. Leadership in professional associations.
- 1436 j. Professional involvement with the community.
- 1437 k. Significant work in developing the Learning Commons.
- 1438 l. Engaging in research or advanced study.
- 1439 m. Publishing books, articles, reviews or critiques.
- 1440 n. Conducting workshops, consulting professionally or
1441 professionally-related lecturing off-campus.
- 1442 4. Effectiveness in Institutional and/or Community Service
- 1443 This may be demonstrated in a variety of ways, which include, but
1444 are not limited to, the following:
- 1445 a. Service on departmental or University committees.
- 1446 b. Participation in curriculum changes or assessment.
- 1447 c. Participation in student recruiting.
- 1448 d. Grant writing and submission.
- 1449 e. Maintaining positive relationships with colleagues and
1450 students.

- 1451 f. Engaging in useful services to members of the community.
1452 g. Receiving awards, grants, honors or other recognition of
1453 service work.
1454 h. Performing off-campus, professionally-related service work.
1455 i. Leadership and service to student organizations.
1456 j. Service on appointed task forces and advisory groups.
1457 k. Participation in fund-raising, alumni and community relations
1458 events.

1459 Librarians must place the evidence for their professional activities
1460 in the context of current practices in their field. The University
1461 acknowledges that such activities have many different forms that
1462 must be evaluated in the context of individual disciplines and
1463 accrediting bodies within those disciplines.

1464 E. PROCESS OF EVALUATION OF PERFORMANCE OF LECTURER
1465 AND PROBATIONARY FACULTY

1466 Description, Nature and Purpose of Evaluations of Lecturer Faculty in
1467 General

- 1468 1. Lecturer faculty members shall undergo two types of performance
1469 evaluations: non-comprehensive and comprehensive. Each of
1470 these types is described below.

1471 Evaluations shall be conducted in accordance with this Article.
1472 The purposes of the evaluation system described herein are to
1473 help faculty members to improve their professional performance;
1474 and to provide a basis for decisions as to reappointment.

1475 Reappointment as a Lecturer demonstrates that he or she is
1476 performing sufficiently, as determined by the Provost, for
1477 continued employment as of the date of the evaluation. However,
1478 such reappointment is not a guarantee of continued employment
1479 or reappointment.

1480 Non-comprehensive evaluations of Lecturers shall be undertaken
1481 in years 1 and 2. Subsequent non-comprehensive evaluations of
1482 Lecturers shall be undertaken in the first and second years
1483 following a comprehensive evaluation. This evaluation will be
1484 conducted by the dean.

1485 Comprehensive evaluations of Lecturers shall be undertaken in
 1486 the third year. Subsequent comprehensive evaluations of
 1487 Lecturers shall be undertaken during the third year following a
 1488 prior comprehensive evaluation. This evaluation will be
 1489 undertaken by the School Faculty Review Committee (SFRC) and
 1490 the dean.

1491 2. Description, Nature and Purpose of Evaluations of Probationary
 1492 Faculty in General

1493 Probationary faculty members shall undergo three types of
 1494 performance evaluations: non-comprehensive, pre-tenure
 1495 comprehensive and tenure with promotion comprehensive. Each
 1496 of these types is described below.

1497 Evaluations shall be conducted in accordance with this Article.
 1498 The purposes of the evaluation system described herein are to
 1499 help faculty members to improve their professional performance;
 1500 and to provide a basis for decisions as to reappointment, and
 1501 decisions as to tenure with promotion.

1502 Reappointment as a probationary full-time faculty member
 1503 demonstrates that he or she is performing sufficiently, as
 1504 determined by the Provost, for continued employment as of the
 1505 date of the evaluation. However, such reappointment is not a
 1506 guarantee of continued employment, reappointment, tenure with
 1507 promotion.

1508 Evaluations of probationary faculty members will be conducted
 1509 and scheduled consistent with the following schedule, which is
 1510 based upon date of hire:
 1511

| 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 | | |

Elements of the Evaluation System

- a. Meetings with the dean. At a time specified in the timeline section, Lecturers, probationary, and tenured faculty members will meet with their dean in advance of the submission of their self-studies. The purpose of this meeting is to review the contractual provisions and guidelines for the upcoming review.
- b. Self-study. Every type of evaluation requires some form of self-study. Guidelines for each type are set forth in Appendix E.
- c. Course Surveys. The University shall conduct student course surveys electronically each semester during class time set aside by the professor no earlier than two weeks prior to the last day of classes. The method of administration and content of the course survey instrument shall be determined by the University after consultation with the appropriate committee of the Faculty Senate. RWUFA shall be informed of any changes in the method of administration or the instrument.

1533 Student course surveys are meant to provide
1534 instructors with students' perception of their teaching in
1535 order to (i) recognize effective teaching, (ii) provide
1536 information that can be used for the formative review and
1537 revision of teaching practices, and (iii) promote reflection on
1538 the part of students regarding their own investment in their
1539 learning.

1540 The other role of these surveys is to provide some
1541 basis for evaluation of the students' perception of the quality
1542 of instruction in their classes. Numerical information should
1543 be used in context when forming part of a comprehensive
1544 evaluation of a faculty member. Faculty members are
1545 encouraged to provide the context for specific courses (e.g.,
1546 difficult required courses) in any evaluation.

1547 RWU may conduct student course surveys each
1548 semester for all sections of all courses, laboratories and
1549 studios taught on all campuses and in all programs.
1550 Categories of instruction that do not mesh well with the
1551 general evaluation form (e.g., music lessons) may be
1552 evaluated by alternative means. In such cases, the department
1553 chair, program coordinator/director or Assistant Dean
1554 submits an alternative evaluation instrument to the Dean of
1555 the School or Provost for approval. Classes in which there
1556 are fewer than ten students are not required to use the general
1557 form through the process outlined above. The results of the
1558 student course surveys conducted in a faculty member's
1559 classes shall be communicated to the faculty member no later
1560 than four weeks after the submission of final grades for the
1561 semester in which the surveys were conducted.

1562 The University acknowledges that it considers the
1563 student course surveys to be only one source of information
1564 concerning the faculty member's performance, among
1565 several other sources.

1566 d. Classroom Observations – The faculty member and the dean
1567 shall agree on a date and time for the classroom observation,
1568 but if agreement is not reached after a reasonable attempt is
1569 made to come to an agreement, the dean/chair shall notify the

1570 faculty member of the date and time. If the faculty member
1571 or the dean or chair deem that a second observation is
1572 indicated, that second observation shall be conducted by a
1573 person selected by the faculty member. The appropriate dean
1574 shall be notified of this arrangement. In the event of a
1575 classroom visit, the evaluator shall make a summary report as
1576 to the teaching effectiveness of the faculty member, and the
1577 report shall be shared with the faculty member and the Dean.
1578 Within ten (10) working days after the classroom visit, the
1579 observing chair/coordinator/director or dean shall provide a
1580 written summary of his/her evaluation of the class session, to
1581 which the faculty member may respond in writing within ten
1582 (10) working days of receipt.

1583 Since the purpose of a chair/coordinator/director/dean's
1584 classroom visits is to observe and evaluate the faculty
1585 member's performance, the observer will position him or
1586 herself as unobtrusively as possible and will not ordinarily
1587 participate in classroom activities unless invited to do so by
1588 the faculty member. Normally, the chair/coordinator/director
1589 or dean's visits shall not exceed one (1) visit per course, per
1590 semester, unless by mutual agreement.

1591 The President and/or Provost may make an observation of a
1592 faculty member's teaching effectiveness under the same
1593 terms as that of a dean/chair set forth above.

1594 e. Dean's and Provost's Reports and Faculty Responses – See
1595 sections below for deadlines.

1596 f. Peer Review

1597 For non-comprehensive reviews, there is no element of peer
1598 review. In the case of the Lecturer comprehensive reviews,
1599 the pre-tenure comprehensive reviews, and post-tenure
1600 reviews, peer review is conducted by the School Faculty
1601 Review Committees (SFRC). In the case of tenure with
1602 promotion review and promotion to Full Professor review,
1603 the SFRC and the University Faculty Review Committees
1604 (UFRC) conduct the peer review.

1605 The SFRC reviews the faculty member's self-study and
1606 provides a report to the relevant Dean and the evaluatee, and in
1607 the case of tenure with promotion, and promotion to Full
1608 Professor, to the UFRC.

1609 In its report, the SFRC provides an analysis and evaluation of
1610 the faculty member's professional accomplishments. This
1611 report many contain suggestions to the faculty member
1612 regarding professional enhancements to his or her credentials
1613 that might strengthen his or her file.

1614 The UFRC, based on its analysis of the Dean's reports and
1615 the SFRC report, provides in its report analysis and
1616 recommendations to the Provost.

1617 In each case, the faculty member shall receive the report of
1618 the SFRC or the UFRC at the same time as it is forwarded to
1619 the Dean or the Provost and shall have ten business days to
1620 respond. The faculty member shall forward his or her
1621 response to the relevant review committee, the relevant Dean
1622 and the Provost.

1623 The University shall be responsible for ensuring the standards and
1624 carrying out the procedures described in this Article.

1625

1626 3. Non-Comprehensive Review of Lecturer Faculty

1627 Non-comprehensive evaluations of Lecturers shall be undertaken
1628 in years 1 and 2. Subsequent non-comprehensive evaluations of
1629 Lecturers shall be undertaken in the first and second years
1630 following a comprehensive evaluation. This evaluation will be
1631 conducted by the dean.

1632 a. Purpose of Non-Comprehensive Review

1633 The purpose of the non-comprehensive review is to provide
1634 an opportunity for Lecturers to inform the Dean, in summary
1635 form, of her or his professional accomplishments achieved
1636 during the previous year and to permit the Dean to respond
1637 and help guide the faculty member with respect to her or his
1638 future development in teaching and service.

1639 b. Process of Evaluation

| | | |
|------|----|--|
| 1640 | 1. | Meeting with the Dean. |
| 1641 | | With respect to Lecturer faculty members, at the |
| 1642 | | beginning of their first year the appropriate dean and |
| 1643 | | the Lecturer shall meet and discuss the criteria as |
| 1644 | | stated in this CBA which will be utilized during the |
| 1645 | | cumulative evaluative process. If changes occur in |
| 1646 | | these criteria, the appropriate dean will notify the |
| 1647 | | Lecturer. While there may be discipline-specific |
| 1648 | | criteria or criteria necessary to achieve/maintain |
| 1649 | | accreditation standards, in no case shall such criteria |
| 1650 | | conflict with the terms of the CBA. The results of any |
| 1651 | | meeting under this paragraph shall be reduced to |
| 1652 | | writing and provided to the faculty member within |
| 1653 | | fifteen (15) working days from the date of the meeting. |
| 1654 | 2. | Summary Self Study |
| 1655 | | The summary self-study and the faculty member's |
| 1656 | | current curriculum vitae shall be delivered to the Dean |
| 1657 | | on or before June 1. In the summary self-study, in the |
| 1658 | | form set forth in Appendix E, the faculty member shall |
| 1659 | | briefly describes his or her professional activities in |
| 1660 | | the areas of teaching and service during the prior year. |
| 1661 | 3. | The Dean shall provide an appropriate report in |
| 1662 | | writing to the faculty member by May 15. The report |
| 1663 | | may identify any concerns the Dean may have with |
| 1664 | | respect to the faculty member's performance. The |
| 1665 | | faculty member may provide a written response to the |
| 1666 | | report of the Dean on or before May 29. The Dean |
| 1667 | | may consider the results of student course surveys and |
| 1668 | | the result of classroom observations. |
| 1669 | 4. | Schedule of Non-Comprehensive Review Summarized |
| 1670 | | During the first semester Meeting with dean |
| 1671 | | April 1 Faculty submits self- |
| 1672 | | study |
| 1673 | | May 15 Dean issues report |

| | | |
|------|--------|--|
| 1674 | May 29 | Faculty deadline for |
| 1675 | | submitting written response |
| 1676 | 4. | Non-Comprehensive Review of Probationary Faculty |
| 1677 | | For a typical faculty member, hired with six years to tenure, non- |
| 1678 | | comprehensive reviews will take place in the first, second, fourth |
| 1679 | | and fifth years of service. In those years, the faculty member shall |
| 1680 | | complete a summary self-study in the form set forth in Appendix |
| 1681 | | E. The short self-study and a current curriculum vitae shall be |
| 1682 | | delivered to the Dean on or before April 1. Those hired with credit |
| 1683 | | towards tenure follow the table above. |
| 1684 | a. | Purpose of Non-Comprehensive Review |
| 1685 | | The purpose of the non-comprehensive review is to provide |
| 1686 | | an opportunity for non-tenured tenure track faculty to inform |
| 1687 | | the Dean, in summary form, of her or his professional |
| 1688 | | accomplishments achieved during the previous year and to |
| 1689 | | permit the Dean to respond and help guide the faculty |
| 1690 | | member with respect to her or his future development in |
| 1691 | | teaching, scholarship and service. |
| 1692 | b. | Process of Evaluation |
| 1693 | 1. | Meeting with the Dean. |
| 1694 | | With respect to probationary faculty members, at the |
| 1695 | | beginning of their first year the appropriate dean and |
| 1696 | | the probationary faculty member shall meet and discuss |
| 1697 | | the criteria as stated in this CBA which will be utilized |
| 1698 | | during the cumulative evaluative process. If changes |
| 1699 | | occur in these criteria , the appropriate dean will notify |
| 1700 | | the probationary faculty member. While there may be |
| 1701 | | discipline-specific criteria or criteria necessary to |
| 1702 | | achieve/maintain accreditation standards, in no case |
| 1703 | | shall such criteria conflict with the terms of the CBA. |
| 1704 | | The results of any meeting under this paragraph shall be |
| 1705 | | reduced to writing and provided to the faculty member |
| 1706 | | within fifteen (15) working days from the date of the |
| 1707 | | meeting. |
| 1708 | 2. | Summary Self Study |

1709 The summary self-study and the faculty member's
 1710 current curriculum vitae shall be delivered to the Dean
 1711 on or before April 1. In the summary self-study, in the
 1712 form set forth in Appendix E, the faculty member shall
 1713 briefly describes his or her professional activities in the
 1714 areas of teaching, scholarship and service during the
 1715 prior year.

1716 3. The Dean shall provide an appropriate report in writing
 1717 to the faculty member by May 15. The report may
 1718 identify any concerns the Dean may have with respect
 1719 to the faculty member's progress toward tenure with
 1720 promotion and offer suggestions to address these
 1721 concerns. The faculty member may provide a written
 1722 response to the report of the Dean on or before May 29.
 1723 The Dean shall send a copy of his or her report,
 1724 together with the faculty member's response, if any, to
 1725 the Provost. The Dean may consider the results of
 1726 student course surveys and the result of classroom
 1727 observations.

1728 4. The Provost will receive the documents and will
 1729 prepare a status statement by June 30 if the decision
 1730 regarding renewal is affirmative. The Provost will issue
 1731 a report by August 1 to the faculty member and the
 1732 Dean if the decision is non-reappointment. The faculty
 1733 member may respond to the Provost's statement by
 1734 August 15.

1735 5. Schedule of Non-Comprehensive Review Summarized

| | | |
|------|---------------------------|--|
| 1736 | During the first semester | Meeting with dean |
| 1737 | April 1 | Faculty submits self-study |
| 1738 | | |
| 1739 | May 15 | Dean issues report |
| 1740 | May 29 | Faculty deadline for submitting written |
| 1741 | response | |
| 1742 | June 30 | Provost issues status letter |
| 1743 | August 1 | Provost issues letter if recommendation is |
| 1744 | non- renewal | |
| 1745 | August 15 | Faculty deadline for submitting response |

| | | |
|------|----|---|
| 1746 | 5. | Comprehensive Review of Lecturer Faculty |
| 1747 | | Comprehensive evaluations of Lecturers shall be undertaken in the |
| 1748 | | third year. Subsequent comprehensive evaluations of Lecturers |
| 1749 | | shall be undertaken during the third year following a prior |
| 1750 | | comprehensive evaluation. This evaluation will be undertaken by |
| 1751 | | the School Faculty Review Committee (SFRC) and the dean. |
| 1752 | a. | Purpose of Comprehensive Review of Lecturers |
| 1753 | | It is understood under this Agreement that there will be |
| 1754 | | comprehensive peer reviews of Lecturers. The |
| 1755 | | comprehensive review will take place in accordance with the |
| 1756 | | schedule set forth in this Agreement, and will be conducted |
| 1757 | | by the School Faculty Review Committee (SFRC) and the |
| 1758 | | Dean. |
| 1759 | | The purpose of the comprehensive review is to provide |
| 1760 | | advice to the faculty member as to whether he or she has |
| 1761 | | achieved acceptable standards of performance with respect to |
| 1762 | | each of the areas of evaluation – teaching and service – and |
| 1763 | | also to provide guidance as to what areas of improvement |
| 1764 | | would be expected over the period of reappointment if |
| 1765 | | reappointment is granted by the University. |
| 1766 | b. | Process of Comprehensive Lecturer Evaluation |
| 1767 | i. | Detailed Self-study |
| 1768 | | The self-study shall be submitted by the faculty member to |
| 1769 | | the relevant Dean no later than September 1 of the year of |
| 1770 | | evaluation. The Dean shall immediately forward the self- |
| 1771 | | study to the relevant SFRC. |
| 1772 | | The faculty member's self-study shall be deemed complete |
| 1773 | | when submitted, and the supporting evidence shall not be |
| 1774 | | augmented except in the case of supporting evidence which |
| 1775 | | was not available to the faculty member at the time of the |
| 1776 | | original submission or as provided for in the written |
| 1777 | | response to the Dean. |
| 1778 | | In the event the faculty member submits material to the |
| 1779 | | Dean that has not previously been provided to the SFRC, |

1780 the faculty member shall simultaneously deliver a copy of
1781 such material to the SFRC. The SFRC may, at its option,
1782 as a result of the submission, reconsider its evaluation and
1783 so advise the Dean.

1784 The form and content of the self-study report is set forth in
1785 Appendix E to this Agreement.

1786 ii. Role of the SFRC

1787 The comprehensive review of lecturers will be conducted
1788 by the appropriate School/College Faculty Review
1789 Committee (SFRC). Deliberations of the SFRC are held to
1790 be confidential. The report of the SFRC will be in writing
1791 and will include an evaluation of the faculty member's
1792 professional accomplishments and provide suggestions to
1793 the faculty member as to what professional enhancements
1794 to her or his credentials might strengthen the faculty
1795 member's standing with regard to reappointment. The
1796 SFRC shall not make a specific recommendation regarding
1797 reappointment. The written report shall be provided to the
1798 faculty member and the Dean on or before November 15,
1799 and the faculty member shall have until November 29th to
1800 submit to the Dean a written response to the SFRC report.

1801 iii. Role of the Dean

1802 The Dean shall review all of the material available
1803 including, but not limited to, the report from the SFRC, and
1804 prepare a Dean's Evaluation Report, delivered to the
1805 faculty member on or before February 1. The Dean's
1806 Evaluation Report may vary in form and will address the
1807 faculty member's effectiveness in the two categories of
1808 evaluation and give the Dean's recommendation regarding
1809 continued employment of the faculty member. The faculty
1810 member shall have an opportunity to respond in writing to
1811 the Dean's Evaluation Report by February 15.

1812 iv. Classroom Observations & Student Course Surveys

1813 The SFRC and Dean may consider the results of student
1814 course surveys and the result of classroom observations.

1815 c. Schedule of Lecturer Comprehensive Review Summarized

1816 Sept. 1 Faculty member submits materials

1817 Nov. 15 SFRC issues report

1818 Nov. 29 Faculty deadline for submitting written
1819 response

1820 Feb. 1 Dean issues report

1821 Feb. 15 Faculty deadline for submitting written
1822 response

1823 6. Pre-Tenure Comprehensive Review of Probationary Faculty

1824 a. Purpose of Comprehensive Pre-Tenure Review of
1825 Probationary Faculty

1826 It is understood under this Agreement that there will be
1827 comprehensive peer reviews of full-time MBUs (hereinafter
1828 referred to as “faculty members”) who serve in tenure track
1829 faculty positions. The pre-tenure comprehensive review
1830 (which will be the only comprehensive review of the
1831 performance of the faculty member between the date of hire
1832 and tenure with promotion review) will take place in
1833 accordance with the schedule set forth in this Agreement,
1834 and will be conducted by the School Faculty Review
1835 Committee (SFRC), the Dean and the Provost.

1836 The purpose of the pre-tenure comprehensive review is to
1837 evaluate the progress made to that point by a tenure track
1838 faculty member for the purpose of providing advice to the
1839 faculty member as to whether he or she has achieved
1840 acceptable standards of performance with respect to each of
1841 the three areas of evaluation – teaching, scholarship and
1842 service – and also to provide guidance as to what areas of
1843 improvement would be expected over the period of
1844 reappointment if reappointment is granted by the University.

1845 b. Process of Comprehensive Pre-tenure Evaluation

1846 i. Detailed Self-study

1847 The self-study shall be submitted by the faculty
1848 member to the relevant Dean no later than September
1849 1 of the year of evaluation. The Dean shall
1850 immediately forward the self-study to the relevant
1851 SFRC.

1852 The faculty member's self-study shall be deemed
1853 complete when submitted, and the supporting
1854 evidence shall not be augmented except in the case of
1855 supporting evidence which was not available to the
1856 faculty member at the time of the original submission
1857 or as provided for in the written response to the Dean
1858 and the Provost.

1859 In the event the faculty member submits material to
1860 the Dean that has not previously been provided to the
1861 SFRC, the faculty member shall simultaneously
1862 deliver a copy of such material to the SFRC. The
1863 SFRC may, at its option, as a result of the submission,
1864 reconsider its evaluation and so advise the Dean.

1865 The form and content of the self-study report is set
1866 forth in Appendix E to this Agreement.

1867 ii. Role of the SFRC

1868 The pre-tenure comprehensive review will be
1869 conducted by the appropriate School/College Faculty
1870 Review Committee (SFRC). Deliberations of the
1871 SFRC are held to be confidential. The report of the
1872 SFRC will be in writing and will include an
1873 evaluation of the faculty member's professional
1874 accomplishments and provide suggestions to the
1875 faculty member as to what professional enhancements
1876 to her or his credentials might strengthen the faculty
1877 member's standing with regard to her or his
1878 application for tenure with promotion. The SFRC
1879 shall not make a specific recommendation regarding
1880 reappointment. The written report shall be provided to
1881 the faculty member and the Dean on or before
1882 November 15, and the faculty member shall have

1883 until November 29th to submit to the Dean a written
1884 response to the SFRC report.

1885 iii. Role of the Dean

1886 The Dean shall review all of the material available
1887 including, but not limited to, the report from the
1888 SFRC, and prepare a Dean's Evaluation Report,
1889 delivered to the faculty member on or before
1890 February 1. The Dean's Evaluation Report may vary
1891 in form and will address the faculty member's
1892 effectiveness in the three categories of evaluation and
1893 give the Dean's recommendation regarding continued
1894 employment of the faculty member. The faculty
1895 member shall have an opportunity to respond in
1896 writing to the Dean's Evaluation Report by February
1897 15. The Dean shall then submit his or her Evaluation
1898 Report and recommendation for continued
1899 employment in writing to the Provost, along with any
1900 response made by the faculty member.

1901 iv. Role of the Provost

1902 The Dean's Report, together with materials provided
1903 by the faculty member, the SFRC report and the
1904 faculty member's response to the Dean's Evaluation
1905 Report (if any), shall be forwarded to the Provost by
1906 February 15.

1907 The Provost shall undertake an independent review
1908 and shall provide a report to the faculty member, on
1909 or before March 15, containing an evaluation of the
1910 faculty member's professional performance to date
1911 and shall include the report of the SFRC and the Dean
1912 as well as the responses, if any, from the faculty
1913 member. The Provost, using his or her academic and
1914 managerial judgment, shall make a determination as
1915 to whether to reappoint the faculty member. The
1916 faculty member shall have the opportunity to respond
1917 in writing to the Provost, with copies to the Dean, by
1918 April 1.

| | | |
|------|---------|--|
| 1919 | | v. Classroom Observations & Student Course Surveys |
| 1920 | | The SFRC, Dean and Provost may consider the |
| 1921 | | results of student course surveys and the result of |
| 1922 | | classroom observations. |
| 1923 | c. | Schedule of Pre-Tenure Comprehensive Review |
| 1924 | | Summarized |
| 1925 | Sept. 1 | Faculty member submits materials |
| 1926 | Nov. 15 | SFRC issues report |
| 1927 | Nov.29 | Faculty deadline for submitting written response |
| 1928 | Feb. 1 | Dean issues report |
| 1929 | Feb. 15 | Faculty deadline for submitting written response |
| 1930 | Mar. 15 | Provost issues report |
| 1931 | April 1 | Faculty deadline for submitting written response to the |
| 1932 | | Provost with copy to Dean |
| 1933 | 7. | Comprehensive Review For Consideration For Tenure With |
| 1934 | | Promotion To Associate Professor |
| 1935 | a. | Purpose of Review for Tenure with Promotion to Associate |
| 1936 | | Professor |
| 1937 | | A tenured faculty member is one who demonstrates |
| 1938 | | superior teaching skills, a commitment to working with |
| 1939 | | students, a solid command of her or his discipline and |
| 1940 | | whose performance meets or exceeds the evaluative |
| 1941 | | criteria in this Article. The award of tenure with |
| 1942 | | promotion is both a measure of esteem and recognition of |
| 1943 | | academic freedom. |
| 1944 | | The purpose of the tenure/promotion comprehensive |
| 1945 | | review is to evaluate a faculty member with respect to |
| 1946 | | each of the three areas of evaluation (teaching, scholarship |
| 1947 | | and service) and to provide a recommendation based on |
| 1948 | | the evaluation as to whether the faculty member should be |
| 1949 | | awarded tenure with promotion to Associate Professor. |
| 1950 | | Evaluation for tenure with promotion is a cumulative |
| 1951 | | process. The evaluation of a full-time faculty member for |
| 1952 | | tenure with promotion determines whether he or she has |
| 1953 | | demonstrated a level of performance in the three (3) |

| | | |
|------|----|--|
| 1954 | | categories of evaluation described above warranting tenure |
| 1955 | | with promotion. Tenure with promotion decisions are |
| 1956 | | made by the officer of the University designated herein. |
| 1957 | | If evaluation criteria are changed in a successor collective |
| 1958 | | bargaining agreement within the two-year period prior to |
| 1959 | | tenure with promotion evaluation, a tenure with promotion |
| 1960 | | candidate may, at his or her request, be evaluated by the |
| 1961 | | criteria in effect during the year of the candidate's most |
| 1962 | | recent comprehensive pre-tenure review. Such a request |
| 1963 | | must be submitted in writing as part of the tenure with |
| 1964 | | promotion application. |
| 1965 | | Tenure is granted only by specific action. Tenure cannot |
| 1966 | | be granted by error or inaction. |
| 1967 | | Quotas for faculty under consideration for tenure will not |
| 1968 | | be applied during the term of this Agreement. |
| 1969 | b. | Requirements for Promotion from Assistant Professor to |
| 1970 | | Associate Professor with Tenure |
| 1971 | | An assistant professor may not be considered for |
| 1972 | | promotion only to associate professor prior to the end of |
| 1973 | | his or her probationary period. |
| 1974 | | A faculty member being considered for promotion to |
| 1975 | | associate professor and tenure shall either receive both |
| 1976 | | tenure with promotion or neither. |
| 1977 | | He or she shall apply for tenure with promotion in the final |
| 1978 | | year of his or her probationary period provided he or she: |
| 1979 | 1. | has a terminal degree from a nationally or |
| 1980 | | regionally accredited institution of higher education |
| 1981 | | or internationally renowned institution of higher |
| 1982 | | education in the academic or professional discipline |
| 1983 | | to be taught or equivalent professional attainment |
| 1984 | | showing marked ability or potential as a higher |
| 1985 | | education teaching professional; |
| 1986 | 2. | has a minimum of three (3) years of experience as |
| 1987 | | assistant professor at an accredited institution of |

| | | |
|------|----|--|
| 1988 | | higher education, or has satisfied the requirements |
| 1989 | | specified in his or her employment contract; and |
| 1990 | 3. | has demonstrated superior performance in teaching |
| 1991 | | effectiveness, scholarship and service as |
| 1992 | | documented in the individual's comprehensive |
| 1993 | | valuation, |
| 1994 | c. | Requirements for Promotion from Assistant Professor in |
| 1995 | | the Library to Associate Professor with Tenure in the |
| 1996 | | Library |
| 1997 | | An assistant professor in the library may not be considered |
| 1998 | | for promotion only to associate professor prior to the end |
| 1999 | | of his or her probationary period. |
| 2000 | | A faculty member in the library being considered for |
| 2001 | | promotion to associate professor with tenure shall either |
| 2002 | | receive both tenure with promotion or neither. |
| 2003 | | He or she shall apply for tenure with promotion in the final |
| 2004 | | year of his or her probationary period provided he or she: |
| 2005 | 1. | has the degree of Master of Library Science from an |
| 2006 | | institution accredited to grant such degrees by the |
| 2007 | | American Library Association; |
| 2008 | 2. | has a minimum of three (3) years of full-time |
| 2009 | | experience as an assistant professor in the library (or |
| 2010 | | equivalent) at an accredited institution of higher |
| 2011 | | education; and |
| 2012 | 3. | has demonstrated superior performance in |
| 2013 | | librarianship and has made distinctive contributions in |
| 2014 | | professional and/or creative activity and |
| 2015 | | institutional/public service as documented in the |
| 2016 | | individual's comprehensive evaluations. |
| 2017 | d. | Elements of the Comprehensive Review |
| 2018 | 1. | Detailed Self-Study Requirement |

| | | |
|------|----|---|
| 2019 | | The comprehensive tenure/promotion review will be |
| 2020 | | based on a self-study, described in Appendix E, to be |
| 2021 | | submitted by the faculty member to the Dean no later |
| 2022 | | than September 1 of the year of evaluation. The |
| 2023 | | faculty member's self-study shall be deemed |
| 2024 | | complete when submitted, and any supporting |
| 2025 | | evidence shall not be augmented, except in the case of |
| 2026 | | supporting evidence which was not available to the |
| 2027 | | MBU at the time of the original submission or as |
| 2028 | | provided for in the written response to the Dean and |
| 2029 | | the Provost. Upon receipt from the faculty member, |
| 2030 | | the Dean shall forward the self-study to the relevant |
| 2031 | | School Faculty Review Committee (SFRC). |
| 2032 | 2. | Role of the Faculty Review Committees (SFRC and |
| 2033 | | UFRC) |
| 2034 | | The peer review component of qualifications for |
| 2035 | | tenure/promotion shall be undertaken by the relevant |
| 2036 | | School Faculty Review Committee and the University |
| 2037 | | Faculty Review Committee (UFRC) |
| 2038 | | Deliberations of these committees are held to be |
| 2039 | | confidential. The report of the SFRC shall be |
| 2040 | | submitted to the Dean and the faculty member on |
| 2041 | | October 15 and will include an evaluation of the |
| 2042 | | faculty member's professional accomplishments since |
| 2043 | | the date of the last comprehensive review. The SFRC |
| 2044 | | shall not make a specific recommendation regarding |
| 2045 | | tenure with promotion. Faculty members may |
| 2046 | | respond to the SFRC report in writing to the relevant |
| 2047 | | dean by October 29 th . |
| 2048 | | The UFRC shall receive the self-study, the SFRC |
| 2049 | | report and the Dean's recommendation, and any |
| 2050 | | faculty responses, and shall produce an evaluation of |
| 2051 | | the faculty member's performance in light of the |
| 2052 | | criteria in the contract and shall provide a |
| 2053 | | recommendation to the Provost regarding tenure with |
| 2054 | | promotion. That report is due to the Provost on |
| 2055 | | February 28 th . The faculty member under review may |

2056 provide a written response to the UFRC report, to be
2057 sent to the Provost and the UFRC chair, no later than
2058 March 14th.

2059 3. Role of the Dean

2060 The Dean shall provide a written report and
2061 recommendation to the UFRC that includes his or her
2062 evaluation of the faculty member's professional
2063 competency with a recommendation regarding tenure
2064 with promotion. The report shall be sent to the UFRC
2065 and the faculty member on or before December 15th ,
2066 and the faculty member may respond in writing to the
2067 Dean, with a copy to the UFRC, in writing, on or
2068 before December 29th.

2069 4. Role of the Provost

2070 The report and recommendation of the Provost shall
2071 be delivered to the UFRC, the faculty member and the
2072 President on or before April 30; and the faculty
2073 member may respond in writing to the President on or
2074 before May 14. If the Provost's recommendation as
2075 to whether the faculty member should be awarded
2076 tenure with promotion differs from that of the UFRC,
2077 the UFRC may, but is not required to, review and
2078 reconsider its earlier recommendation and provide a
2079 supplemental statement to the President within by
2080 May 14th.

2081 5. Role of the President and Board of Trustees

2082 The President, using his or her academic and
2083 managerial judgment, and with the consent of the
2084 Board of Trustees, shall make a determination by the
2085 day of commencement as to whether to grant tenure
2086 with promotion to the faculty member.

2087 It is understood that the President and, when
2088 applicable, the Board of Trustees, have the authority
2089 to make all final decisions with respect to tenure with
2090 promotion. Final tenure with promotion decisions are

2091 made by the President and the Board considering: (1)
 2092 the criteria in this Agreement; (2) the
 2093 recommendations of deans and the Provost ; (3) the
 2094 evaluative background of the candidate; and (4) the
 2095 specifically identified interests of the University.
 2096 Tenure can only be awarded upon the affirmative act
 2097 of the Board of Trustees. Tenure cannot be awarded
 2098 by default or omission of any action by or on behalf
 2099 of RWU. The effective date of all promotions shall
 2100 be the beginning of the Fall semester after the end of
 2101 the academic year in which the consideration for the
 2102 promotion was made.

2103 6. Classroom Observation & Student Course Surveys

2104 The SFRC, UFRC, Dean, Provost and President may
 2105 consider the results of student course surveys and the
 2106 result of classroom observations.

2107 7. Schedule of Tenure with Promotion Comprehensive
 2108 Review

| | | |
|------|----------|---------------------------------------|
| 2109 | Sept 1 | Faculty submits materials to relevant |
| 2110 | | Dean who forwards to SFRC |
| 2111 | Oct. 15 | SFRC issues report to Dean |
| 2112 | Oct. 29 | Deadline for Faculty Response to |
| 2113 | | SFRC, sent to the Dean |
| 2114 | Dec 15 | Dean issues report |
| 2115 | Dec. 29 | Faculty deadline for submitting |
| 2116 | | written response to Dean and UFRC |
| 2117 | | Chair |
| 2118 | Feb. 28 | UFRC issues report to Provost and |
| 2119 | | evaluee |
| 2120 | Mar. 14 | Faculty deadline for submitting |
| 2121 | | written response to UFRC and |
| 2122 | | Provost |
| 2123 | April 30 | Provost issues report |
| 2124 | May 14 | Faculty deadline for submitting |
| 2125 | | written response to Provost and |
| 2126 | | UFRC |

| | | |
|------|---------------|---|
| 2127 | May 14 | UFRC deadline for issuing |
| 2128 | | supplemental statement (in event of |
| 2129 | | appeal) |
| 2130 | Commencement: | President issues decision, if |
| 2131 | | affirmative |
| 2132 | 8. | Process Of Evaluation Of Performance For Tenured Faculty (Post- |
| 2133 | | tenure Review and Promotion to Full Professor) |
| 2134 | a. | Promotion from Associate Professor to Full Professor |
| 2135 | | An associate professor is a full-time faculty member, |
| 2136 | | normally with tenure, who holds a terminal degree from a |
| 2137 | | nationally or regionally accredited institution of higher |
| 2138 | | education or internationally renowned institution of higher |
| 2139 | | education or equivalent professional attainment and who, as |
| 2140 | | determined by the President of the University or his or her |
| 2141 | | designee, is qualified and best meets the needs of the |
| 2142 | | University. However, an Associate Professor who is not |
| 2143 | | yet tenured may apply for tenure alone and reserve the right |
| 2144 | | to apply for promotion to Full Professor at a later date. |
| 2145 | | If an Associate Professor is appointed by the University |
| 2146 | | without tenure, the University must provide the faculty |
| 2147 | | member upon appointment with a letter describing, among |
| 2148 | | other things, the review process including any conditions, |
| 2149 | | through which the faculty member must move to achieve |
| 2150 | | tenure. A separate document describing only the review |
| 2151 | | process, including conditions, shall be provided to the |
| 2152 | | chairs of the SFRC and UFRC and the president of the |
| 2153 | | RWUFA, at the time of the review. |
| 2154 | | An eligible associate professor may be recommended for |
| 2155 | | promotion to full professor if he or she: |
| 2156 | 1. | has a terminal degree from a nationally or regionally |
| 2157 | | accredited institution of higher education or |
| 2158 | | internationally renowned institution of higher |
| 2159 | | education in the academic or professional discipline |
| 2160 | | to be taught, or equivalent professional attainment |
| 2161 | | showing marked ability, or potential as a higher |
| 2162 | | education teaching professional; |

- 2163 2. has a minimum of ten (10) years of experience in
2164 full-time teaching, at least five (5) of which must
2165 have been as an associate professor at an accredited
2166 institution of higher education; and
- 2167 3. has demonstrated superior performance in teaching
2168 effectiveness and has made distinguished
2169 contributions in professional, scholarly and/or
2170 creative activity and institutional/public service as
2171 described in the faculty member's self-study and
2172 evaluations.
- 2173 b. Promotion from Associate Professor in the Library to
2174 Professor in the Library
- 2175 An associate professor in the library is a full-time, faculty
2176 member who holds a Master of Library Science degree
2177 from an institution accredited to grant such degrees by the
2178 American Library Association and who, as determined by
2179 the President of the University or his or her designee, is
2180 qualified and best meets the needs of the University. If an
2181 associate professor in the library does not already hold a
2182 tenured appointment, he or she cannot apply for promotion
2183 to professor in the library unless he or she simultaneously
2184 submits an application for tenure in the final year of his or
2185 her probationary period. However, an Associate Professor
2186 who is not yet tenured may apply for tenure alone and
2187 reserve the right to apply for promotion to full professor at
2188 a later date.
- 2189 An eligible associate professor in the library may be
2190 recommended for promotion to professor in the library if he
2191 or she:
- 2192 i. has the degree of Master of Library Science from an
2193 institution accredited to grant such degrees by the
2194 American Library Association;
- 2195
2196 ii. has a minimum of ten (10) years of full-time
2197 experience as a librarian, at least five (5) years of
2198 which must have been as an associate professor in

2199 the library (or equivalent) at an accredited institution
 2200 of higher education; and
 2201
 2202 iii. has demonstrated superior performance in
 2203 librarianship and has made distinguished
 2204 contributions in professional and/or creative activity
 2205 and institutional/public service as documented in the
 2206 individual's comprehensive evaluations.

2207 9. Comprehensive Review for Promotion to Full Professor

2208 The peer review of a candidate for promotion to full professor
 2209 shall be undertaken in accordance with the process described in
 2210 Appendix E.

2211 a. Notification

2212 Faculty members who intend to seek promotion to Full
 2213 Professor are advised to seek classroom observations in the
 2214 prior spring semester, or by September 15th of the semester in
 2215 which the application is submitted. These observations shall
 2216 be added to the applicant's file upon receipt.

2217 b. Purpose of Comprehensive Review for Promotion to
 2218 Professor

2219 The purpose of the comprehensive review for promotion to
 2220 Professor is to evaluate a faculty member with respect to
 2221 each of the three areas of evaluation (teaching, scholarship
 2222 and service) and to provide a recommendation based on the
 2223 evaluation as to whether the faculty member should be
 2224 awarded promotion.

2225 c. Detailed Self-Study Requirement

2226 A self-study shall be submitted to the relevant dean by
 2227 September 1. The self-study shall be completed according to
 2228 the guidelines in Appendix E.

2229 The faculty member's self-study shall be deemed complete
 2230 when submitted, and any supporting evidence shall not be
 2231 augmented, except in the case of supporting evidence which
 2232 was not available to the MBU at the time of the original

2233 submission, such as reports generated from classroom
 2234 observations or as provided for in the written response to the
 2235 Dean and the Provost.

2236 The Dean shall forward the materials to the SFRC
 2237 immediately upon receipt.

2238 d. Role of the SFRC

2239 By October 15th, the SFRC shall review faculty self-studies
 2240 and supporting materials, and upon completion of its review,
 2241 forward a confidential report to the appropriate dean and the
 2242 evaluatee with its assessment of the faculty member's
 2243 accomplishments in light of the contractual criteria for
 2244 promotion to Full Professor. The faculty member may
 2245 respond in writing to the Dean, with a copy to the SFRC, by
 2246 October 29th.

2247 e. Role of the Dean

2248 The relevant dean shall provide a written evaluation and
 2249 recommendation to the UFRC that will include the dean's
 2250 evaluation of the faculty member's accomplishments and
 2251 performance in the areas of teaching, scholarship and service.
 2252 A copy of the report shall be provided to the UFRC and the
 2253 faculty member by December 15th. The faculty member
 2254 may respond in writing to the UFRC with a copy to the dean
 2255 by December 29th.

2256 f. Role of the UFRC

2257 The UFRC shall consider the self-study and the dean's
 2258 recommendation when writing its report. That report shall be
 2259 provided to the faculty member and the provost on or before
 2260 February 28, and he or she shall have until March 14 to
 2261 respond in writing to the Provost with a copy to the UFRC.

2262 g. Role of the Provost

2263 The report and decision of the Provost shall be delivered to
 2264 the faculty member, the UFRC and the President on or before
 2265 April 30; the faculty member may respond to the Provost's
 2266 report in writing by May 14th, with a copy to the President

2267 and the UFRC. If the Provost's recommendation differs from
2268 that of the UFRC, the UFRC may, but is not required to,
2269 review and reconsider its earlier recommendation and
2270 provide a supplemental statement to the President, with a
2271 copy to the Provost and the faculty member by May 14th.

2272 h. Schedule of Review for Promotion to Professor

| | | |
|------|--------|--|
| 2273 | Sept 1 | Faculty submits material to dean |
| 2274 | Oct 15 | SFRC issues report |
| 2275 | Oct 29 | Faculty deadline for written response |
| 2276 | Dec 15 | Dean issues report |
| 2277 | Dec 29 | Deadline for faculty response to dean's |
| 2278 | | report |
| 2279 | Feb 28 | UFRC issues report |
| 2280 | Mar 14 | Deadline for faculty response to UFRC |
| 2281 | | report |
| 2282 | Apr 30 | Provost issues report and decision |
| 2283 | May 14 | Faculty deadline for response to Provost |
| 2284 | May 14 | UFRC deadline for supplemental statement |
| 2285 | | |

2286 10. Post-Tenure Review

2287 a. Purpose of Post-Tenure Review

2288 Under this agreement there will be a peer review by the
2289 School Faculty Review Committee (SFRC) of each full-time
2290 faculty member who has been awarded tenure. The purpose
2291 of post tenure review is to improve teaching and professional
2292 effectiveness and to help identify those faculty members who
2293 have achieved distinction with respect to teaching and
2294 professional effectiveness.

2295 Recognizing that peer review is important in the process in
2296 the continuing development of tenured faculty, a review will
2297 be conducted by the SFRC and will be based in part on a
2298 self-study to be submitted by the faculty member to the
2299 SFRC no later than October 1 of the year of review.

2300 b. Academic Freedom

2301 The University is committed to the principles of academic
2302 freedom and tenure, to the importance of peer review and to
2303 the demonstration of continued achievement of tenured
2304 faculty with respect to teaching, scholarship and service.

2305 c. Timing and Nature of Post Tenure Review

2306 Every eighth (8th) year after tenure has been awarded, or in
2307 the eighth (8th) year after a promotion, whichever is later, an
2308 evaluation of the professional performance of the tenured
2309 faculty member will be undertaken in accordance with the
2310 procedures set forth in this Article.

2311 d. Basic Elements of Self-Study Requirement

2312 Recognizing that peer review is important in the process in
2313 the continued development of tenured faculty, a review will
2314 be conducted by the SFRC and will be based in part on a
2315 self-study to be submitted by the faculty member to the
2316 SFRC no later than October 1 of the year of review. The
2317 form and content of the self-study report for tenured faculty
2318 (not to be confused with the elements of the self-study for
2319 untenured faculty set forth in Appendix E) are set forth in
2320 Appendix E to this Agreement.

2321 The faculty member's self-study shall be deemed complete
2322 when submitted, and the supporting evidence shall not be
2323 augmented, except in the case of supporting evidence which
2324 was not available to the faculty member at the time of
2325 original submission or as provided for in the written response
2326 to the Dean and the Provost.

2327 In the event the faculty member submits material to the
2328 Dean that has not previously been provided to the SFRC, the
2329 faculty member shall simultaneously deliver a copy of such
2330 material to the SFRC. The SFRC may, at its option, as a
2331 result of the submission, reconsider its review and so advise
2332 the Dean.

2333 e. Process of Review

2334 i. Role of the School Faculty Review Committee (SFRC)

2335 After reviewing the self-study and supporting
2336 documentation, the SFRC will prepare a report, taking
2337 specific note of the accomplishments achieved during
2338 the period of time since the previous review. In the
2339 alternative, if deemed by the SFRC to be appropriate, the
2340 SFRC may make recommendations for further
2341 professional development in the areas of teaching,
2342 scholarship and service. The written report shall be
2343 provided to the faculty member and the Dean on or
2344 before December 15, and the faculty member shall have
2345 fourteen (14) days within which to submit to the Dean a
2346 written response to the SFRC report.

2347 ii. Role of the Dean & Provost

2348 The Dean shall review all of the material available
2349 including, but not limited to, the report from the SFRC,
2350 and prepare a Dean's Report on or before February
2351 1. The Dean's Report may vary in form and will address
2352 the faculty member's accomplishments in the three
2353 categories of teaching, scholarship, and service. The
2354 Dean may also respond with recommendations for
2355 further professional development in any of the three
2356 categories. The faculty member shall have an
2357 opportunity to respond in writing to the Dean's
2358 Evaluation Report on or before February 15. The Dean
2359 shall then submit his or her Evaluation Report in writing
2360 to the Provost, with a copy to the faculty member. The
2361 Provost will issue her or his report, with a copy to the
2362 Dean and faculty member on or before March 30.

2363 iii. Classroom Observations & Student Course Surveys

2364 The SFRC review will also include the results of student
2365 course surveys and results of classroom observations by
2366 the Dean of the School and/or Department Chair. See
2367 Article VIII.L.5&6.

2368 iv. Schedule of Post-Tenure Review

2369 Oct. 1 Faculty submits materials
2370 Dec. 15 SFRC issues report

2371 Dec. 29 Faculty deadline for submitting written response
 2372 Feb. 1 Dean issues report
 2373 Feb. 15 Faculty deadline for submitting written response
 2374 Mar. 30 Provost issues report
 2375

2376 G. OVERALL SCHEDULE OF EVALUATIONS OF FACULTY
 2377 SUMMARIZED

2378 TENURED AND TENURE TRACK FACULTY

| | Pre-tenure Non-Comprehensive Review | Pre-Tenure Comprehensive Review | 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 or | | | | |
| Written Response | May 29 | Feb. 15 | Dec. 29 | Feb. 15 |
| UFRC Issues Report | -- | -- | Feb. 28 | -- |
| Faculty Deadline for Written Response | -- | -- | Mar. 14 | -- |
| Provost issues Status report If affirmative | | | | |
| Provost Issues Report | Aug. 1 (if Dean recommends non- | Mar. 15 | Apr. 30 | Mar. 30 |

| | | | | |
|--|----------|---------|--------------|----|
| | renewal) | | | |
| Faculty Deadline for Written Response (in event of appeal) | Aug. 15 | April 1 | May 14 | -- |
| UFRC Deadline for Supplemental Statement | -- | -- | May 14 | -- |
| President issues Affirmative report | | | Commencement | |
| President Issues Report (in event of appeal) | -- | -- | June 15 | -- |

2379

2380 LECTURERS

| | <u>Lecturer</u> Non-Comprehensive Review | <u>Lecturer</u> Comprehensive Review |
|---------------------------------------|---|---|
| Meeting with dean | Beginning of first year | 1 Year prior to review |
| Faculty Submits Materials | April 1 | Sept. 1 |
| SFRC Issues Report | -- | Nov. 15 |
| Faculty Deadline for Written Response | -- | Nov. 29 |

| | | |
|---------------------------------------|--------|---------|
| Dean Issues Report | May 15 | Feb. 1 |
| Faculty Deadline for Written Response | May 29 | Feb. 15 |

2381

2382 H. SCHOOL FACULTY REVIEW COMMITTEE (SFRC) –
2383 COMPOSITION & PROCEDURES

2384 1. Responsibilities of SFRC

2385 a. Pre-Tenure Review

2386 b. Post-Tenure Review

2387 2. Selection of Membership

2388 Each school/college of the University shall establish a
2389 College/School Faculty Review Committee (SFRC). The majority
2390 of its members shall come from the school or division unless there
2391 are insufficient numbers of tenured faculty in the school or division
2392 to constitute a majority. In that case, additional members of a
2393 school or division SFRC may be drawn from tenured faculty
2394 outside the school or division.

2395 In schools other than the Feinstein College of Arts and Sciences
2396 the SFRC will be made up of five members:

2397 a. three tenured faculty members elected by the faculty of the
2398 school; elections will be held by the end of the spring term
2399 preceding the academic year of service; and

2400 b. two tenured faculty members selected by the dean at the
2401 beginning of the academic year.

2402 In the Feinstein College of Arts and Sciences each of the three divisions
2403 will convene its own SFRC to be constituted as follows:

2404 a. three tenured faculty members elected by the faculty of the
2405 division; elections will be held by the end of the spring term
2406 preceding the academic year of service; and

2407 b. the chairs of the department in the School within the
2408 division.

2409 For faculty librarians “Librarian SFRC” will be formed and constituted as
2410 follows:

2411 a. three tenured faculty members elected by the faculty of the
2412 library. Election will be held by the end of the spring term
2413 preceding the academic year of service; and

2414 b. Two tenured faculty members appointed by the Dean of
2415 Library Services.

2416 3. Procedures

2417 Faculty members shall not serve on the SFRC during years of their
2418 own evaluation for promotion or post tenure review without first
2419 having disclosed the fact in writing prior to the SFRC’s
2420 consideration of any case before it, and the SFRC having approved
2421 the faculty member’s service on the SFRC notwithstanding the
2422 disclosure. In any case, faculty members may not participate in
2423 consideration or discussion of their own cases.

2424 Members of each SFRC will elect their own chair, and shall report
2425 that decision to the Dean.

2426 Each SFRC shall review faculty self-studies, and allied materials
2427 and reports, submitted by the third year (or authorized equivalent)
2428 for probationary faculty members and tenured faculty members
2429 (post-tenure review), faculty members applying for tenure with
2430 promotion and faculty members applying for promotion to
2431 professor. Upon completion of its review, the SFRC shall forward
2432 a confidential report in PDF format by electronic mail to the
2433 appropriate dean and the evaluatee with its recommendation
2434 regarding each decision/action at hand. The SFRC report shall
2435 include the tally of the vote regarding the committee’s
2436 recommendations along with the justifications for the
2437 recommendations. Any SFRC member(s) who disagree(s) with
2438 the majority recommendation may submit a minority report to the
2439 dean, the SFRC and the evaluatee.

2440 I. UNIVERSITY FACULTY REVIEW COMMITTEE (UFRC) –
2441 COMPOSITION & PROCEDURES

- 2442 1. Responsibilities of UFRC
- 2443 a. Consideration of faculty for Promotion & Tenure
- 2444 2. Election of Membership Candidates per School
- 2445 The University Faculty Review Committee (UFRC) will consist of
- 2446 ten (10) members of the tenured faculty, as follows:
- 2447 • Feinstein College of Arts and Sciences (3 total, 1 per
 - 2448 Division)
 - 2449 • Gabelli School of Business (1)
 - 2450 • School of Justice Studies (1)
 - 2451 • School of Engineering, Computing, and Construction
 - 2452 Management (1)
 - 2453 • School of Architecture, Art, and Historic Preservation
 - 2454 (1)
 - 2455 • School of Education (1)
 - 2456 • Library (1)
 - 2457 • School of Continuing Studies (1)
- 2458 In the Spring, each school and division in the Library will, by
- 2459 secret ballot, elect two faculty representatives from its membership
- 2460 to serve as members of the UFRC. The member with the highest
- 2461 vote total within a school or division in the Library will serve as
- 2462 the UFRC member and the second highest will serve as the
- 2463 alternate. Results will be reported to the Provost and announced
- 2464 by the Provost to the faculty.
- 2465 A member of an SFRC is not prohibited, by the virtue of his or her
- 2466 membership in an SFRC, from being a member of the UFRC.
- 2467 3. Procedures
- 2468 Members of the UFRC will elect their own chair.
- 2469 The UFRC shall review faculty self-studies and allied materials
- 2470 and reports submitted by the 6th year (or authorized equivalent)
- 2471 probationary faculty members (tenure) and faculty members
- 2472 seeking promotion. Self-Studies for tenure and/or promotion
- 2473 reviews shall be submitted by the faculty member to the Dean, and
- 2474 shall be forwarded by the Dean to the UFRC. Upon completion of
- 2475 its review, the UFRC shall forward a confidential report to the

2476 Provost and the evaluatee with its recommendation regarding each
2477 decision/action at hand. The UFRC report shall include the tally of
2478 the vote regarding the committee's recommendations along with
2479 the justifications for the recommendations. Any UFRC
2480 member(s) who disagree(s) with the majority recommendation
2481 may submit a minority report to the Provost, the UFRC and the
2482 evaluatee. Committee and minority reports must be submitted by
2483 February 28.

2484 If the faculty member under review has any comments and/or
2485 concerns with the UFRC's report that he or she wishes the Provost
2486 to consider, he or she must submit them in writing to the Provost
2487 by March 14.

2488 Faculty members under consideration for tenure with promotion
2489 are entitled to one non-voting advocate from within the University
2490 to provide pertinent information at the time the UFRC considers
2491 the candidate's file. A faculty member desiring an advocate shall
2492 so advise the chair of the UFRC in writing at the time of the
2493 submission of the file. The chair will schedule the appearance of
2494 the advocate before the UFRC.

2495 Faculty members may not participate in consideration or
2496 discussion of their own cases.

2497 J. EVALUATION OF VISITING AND ADJUNCT FACULTY

2498 1. Visiting Faculty

2499 Visiting faculty members will undergo a non-comprehensive
2500 review for each year except his or her last year of appointment.
2501 Nothing herein changes the basic nature of a visiting appointment.

2502 2. Adjunct Faculty

2503 Adjunct Faculty members holding the above-referenced
2504 appointments shall be evaluated as set forth in the Article and in a
2505 manner appropriate to assess the teaching, discipline-appropriate
2506 professional activities and/or development expectations of their
2507 individual appointment contract. Adjunct faculty will be evaluated
2508 only on the criteria applicable to effectiveness in teaching.

2509 During employment of an adjunct faculty member, the Department
2510 Chair, Program Coordinator/Director or the administrative
2511 equivalent shall review the syllabus of the course presented and
2512 may attend one or more class meetings to evaluate the teaching
2513 performance of the adjunct. The Department Chair or Program
2514 Coordinator/Director may assign the evaluation function to a
2515 tenured member of the faculty in a discipline as closely related to
2516 the discipline of the adjunct faculty member as possible.

2517 In the event of a classroom visit, the evaluator shall make a
2518 summary report as to the teaching effectiveness of the adjunct
2519 faculty member, and the report shall be shared with the faculty
2520 member and the Dean.

2521 K. MISCELLANEOUS PROVISIONS RELATED TO PROCESS OF
2522 EVALUATIONS

2523 1. Member On Leave During Year of Scheduled Evaluation

2524 A tenured faculty member who is scheduled for a comprehensive
2525 evaluation may delay his/her evaluation until the next academic
2526 year if he/she is on leave for a period greater than thirty-five (35)
2527 consecutive week days (in which the university has scheduled
2528 classes or final exams) during the fall semester of the evaluation
2529 year or the spring semester immediately prior to the evaluation. To
2530 exercise the option to delay the evaluation, the faculty member
2531 must communicate his/her decision to his/her dean, in writing, on
2532 or before the due date for the submission of the self-study of the
2533 scheduled evaluation. Only one such delay may be granted. Only
2534 the Provost may approve a requested delay for a tenured faculty
2535 member being evaluated under the conditions of Article VIII.B.4.

2536 A probationary faculty member who takes a leave of more than
2537 one semester during the probationary period shall, at the election
2538 of the faculty member, have his/her tenure decision delayed one
2539 year. For each additional leave of more than one semester taken
2540 during the probationary period, the tenure decision will be delayed
2541 one additional year at the election of the faculty member.

2542 A probationary faculty member who takes a leave of one semester
2543 or less (but more than thirty-five (35) consecutive week days
2544 during which the University has scheduled classes or final exams)

2545 since their initial appointment or last comprehensive evaluation,
2546 whichever is most recent, has the choice to be evaluated on
2547 schedule or to delay his/her evaluation one year and therefore
2548 extend the probationary period one year. To exercise the option to
2549 delay the evaluation, the faculty member must communicate
2550 his/her decision to his/her dean in writing on or before the due date
2551 for the submission of the self-study of the scheduled evaluation.
2552 Such leaves may not be given solely for the purpose of extending
2553 the probationary period.

2554 2. Emergency Extension of Timelines

2555 In the event of an emergency, evaluation timelines set forth herein
2556 regarding completion and communication of evaluation reports to
2557 evaluatees may be extended with the consent of the RWUFA, which
2558 shall not be unreasonably withheld.

2559 3. Exceptional Appointments and Awards of Promotion and/or
2560 Tenure

2561 Nothing in this Agreement should be construed to prohibit the
2562 appointment or promotion by the President of an individual of
2563 exceptional talent or accomplishment who does not meet all stated
2564 criteria or procedural requirements. In considering candidates for
2565 exceptional appointment, promotion or award of tenure, the
2566 President of the University shall consider facts including, but not
2567 limited to: (a) evidence of the ability of the candidate to render a
2568 unique academic contribution to the University; or (b) evidence of
2569 a candidate's extraordinary competence in the area of his or her
2570 discipline.

2571 4. President and Board of Trustees Determination

2572 It is understood that the President and where applicable the Board
2573 of Trustees, have the sole authority to make all final decisions with
2574 respect to tenure with promotion.

2575 A full-time faculty member who is not awarded tenure within the
2576 probationary period will be terminated from employment. A
2577 probationary faculty member who receives notice of non-
2578 reappointment during her or his third fourth, fifth or sixth year for
2579 performance (evaluation) reasons shall have the option of receiving
2580 a one-year terminal appointment, provided the Provost is notified

2581 of the faculty member's desire to serve a terminal year within ten
2582 (10) calendar days of the faculty member having received final
2583 notice. A probationary faculty member who receives notice of non-
2584 reappointment during his or her first or second year for
2585 performance (evaluation) reasons shall have the option of receiving
2586 a one-semester terminal appointment, provided the Provost is
2587 notified of the faculty member's desire to serve a terminal semester
2588 within ten (10) calendar days of the faculty member having
2589 received final notice.

2590 Individuals refused tenure may utilize the grievance procedure if
2591 they believe their contractual rights have been violated.

2592 a. Faculty Members on Non-Tenure Track Year to Year
2593 Appointments

2594 Faculty members on non-tenure track year to year
2595 appointments shall have no right of reappointment or
2596 renewal of their appointments. Further, in the event such
2597 appointments are terminated prior to the expiration of the
2598 terms of appointments, such termination may not be made
2599 for reasons that are arbitrary and/or capricious.

2600 b. Quotas for Promotion Not Applicable

2601 Quotas for faculty members under consideration for
2602 promotion will not be applied during the term of this
2603 Agreement.

2604 ARTICLE IX
2605 DUE PROCESS

2606 A. No tenured MBU shall be dismissed or disciplined without just cause.
2607 The termination of non-tenured MBUs shall not be arbitrary or capricious.
2608 Dismissal for purposes of this Agreement shall mean non-renewal of
2609 contract of a MBU or dismissal during the year of a MBU.

2610 B. In the case of non-tenured appointments, notice of non-renewal of
2611 appointment, as defined in A. above, shall be given in accordance with
2612 Article VIII.H.OVERALL SCHEDULE OF EVALUATIONS OF
2613 FACULTY SUMMARIZED (p.53, 54 above).

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

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

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

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

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

E. The MBU or the RWUFA may, within ten (10) working days after receipt of notice of dismissal, 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

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

2648 B. PROCEDURE

2649 In the event that an MBU or group of MBUs feel that they have a basis for
2650 a grievance and have made a good faith effort to informally resolve the
2651 grievance, the following procedure shall be used:

2652 Step 1: The grievance shall be filed, in writing, with the Provost, and
2653 the grievant's dean, with copy to the Office of General
2654 Counsel, by the grievant, the President of the RWUFA, or the
2655 Grievance Chair; the nature of the grievance (specifically
2656 alleging the specific grounds upon which she or he maintains
2657 that the Agreement has been violated), identifying which
2658 articles of the Agreement have been violated and describing the
2659 remedy sought shall be specified in the filing. The Provost and
2660 the Dean will meet with the President of the RWUFA and/or
2661 the Grievance Chair in an effort to resolve the grievance. This
2662 meeting will take place within seven (7) working days after
2663 receipt of the grievance. The Provost and the Dean shall
2664 communicate their disposition of the grievance within seven
2665 (7) working days after the meeting to the Grievance Chair of
2666 the RWUFA. These time limits may be extended by mutual
2667 agreement of the parties. At this and each step of the
2668 procedure, any member of RWU may attend the grievance
2669 hearing.

2670 Step 2: If the grievance is not resolved at Step 1, or if a decision has
2671 not been rendered within seven (7) working days, the grievant
2672 may file a formal grievance, in writing, within seven (7)
2673 working days after the Step 1 decision is rendered, or should
2674 have been rendered, with the President of the University. The
2675 President or his/her designee shall meet with the President of
2676 the RWUFA and/or the Grievance Chair in an effort to resolve
2677 the grievance. This meeting shall take place within ten (10)
2678 working days after receipt of the grievance unless extended by
2679 the parties. The President or his/her designee shall
2680 communicate his/her disposition of the grievance, in writing,
2681 within ten (10) working days after the meeting unless extended
2682 by the parties.

2683 Step 3: If the RWUFA is not satisfied with the disposition of the
2684 grievance made by the President of the University, or if no
2685 disposition has been made within ten (10) working days or a

longer period as agreed by the parties, and the RWUFA wishes to take the grievance to arbitration, the parties shall engage in the process of mediation with the Federal Mediation and Conciliation Service within ten (10) working days of the date of the President's disposition in writing, or within ten (10) working days of the date that disposition should have been rendered, whichever is sooner. Waiver of the mediation process shall require the written consent of both parties. If settlement is not reached at mediation, the RWUFA may, within ten (10) working days after mediation (or, if mediation is not invoked by the parties, within ten (10) working days of the date of the President's disposition in writing, or within ten (10) working days of the date that disposition should have been rendered, whichever is sooner), submit the grievance to arbitration before an impartial arbitrator, under the rules of the American Arbitration Association (AAA), whose decision shall be binding on both parties, with a copy of the demand to the President of the University. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the American Arbitration Association, whose rules shall likewise govern the arbitration procedure. The arbitrator shall not alter, add to or subtract from the terms of this Agreement and shall render a written decision within thirty (30) days of the close of the arbitration hearing.

C. GENERAL CONSIDERATIONS

1. Any adjustment of a grievance shall be consistent with the terms of this Agreement.
2. No reprisals of any kind shall be taken by the University or the RWUFA against any MBU for participating in or for not participating in any grievance.
3. If, in the opinion of the Grievance Committee of the RWUFA, a grievance affects a group of MBUs, it may be filed on their behalf by the RWUFA.
4. Grievances must be initiated within thirty (30) working days after the grievant should have been aware of the event or the action which gave rise to the grievance. Failure to file a grievance within this

2722 time shall invalidate the grievance as untimely, except in the case of
2723 a continuing grievance.

2724 5. The grievant shall have the right to be present at all levels of the
2725 grievance procedure.

2726 6. Neither party shall raise as bargaining history in a future arbitration
2727 any proposal made in negotiations of the successor contract to the
2728 1995-1998, 1998-2001, and 2001-2004, and 2004-2008 contract to
2729 modify, delete or replace contractual language contained in Articles
2730 V, VII, VIII, IX and XV.

2731 D. LABOR RELATIONS FORUM

2732 RWU/RWUFA Labor Relations Forum – Agree to establish a
2733 Labor Relations Forum, consisting of three (3) members from each,
2734 designated by the University President and the RWUFA President, which
2735 Forum is designed to review the administration of the Agreement and to
2736 discuss problems that may arise from time to time and to proactively
2737 engage in dispute resolution. Any member of the Forum may call a
2738 meeting. The purpose of the forum is not to resolve grievances.
2739

2740 ARTICLE XI
2741 RETRENCHMENT

2742 A. Retrenchment of MBUs shall occur only as a result of (1) institutional
2743 financial emergency or (2) program curtailment.

2744 1. Institutional financial emergency is understood to mean, in terms of
2745 this Agreement, an imminent financial crisis which, absent
2746 significant remedial action, threatens the continuation of the
2747 University as an economically viable institution and which cannot
2748 reasonably be alleviated by less drastic means. One illustrative
2749 example of this crisis would be a failure to meet the University's
2750 debt covenants which would result in the lenders taking control of
2751 the University. Retrenchment of tenured faculty may only occur
2752 when all other reasonable means of reducing costs to the University
2753 have been properly examined and appropriate measures to reduce
2754 costs have been taken. There is a duty upon the administration of
2755 RWU to provide proof that other measures have been taken, and the
2756 administration of RWU must provide to the RWUFA, accurate
2757 information, statistics and financial data related to all factors giving
2758 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.

B. INSTITUTIONAL FINANCIAL EMERGENCY

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

the existence of institutional financial emergency shall be on the 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.

2829 The partially retrenched MBU will participate in any retraining
2830 initiative offered by the University at its expense over the next
2831 academic year. Failing achievement of qualifications as reasonably
2832 determined, to bring the partially retrenched MBU to qualified status
2833 for a full course load, the MBU will be fully retrenched and paid
2834 severance as set out below.

2835 3. The final decision as to where retrenchment conditions are met shall
2836 be determined by the Chief Executive Officer in accordance with
2837 C.2. above.

2838 D. Retrenchment as the result of financial emergency or program curtailment
2839 shall be applied in the following manner.

2840 1. Termination as a result of institutional financial emergency shall be
2841 based solely on seniority within the bargaining unit (last in first out)
2842 in accordance with the specific procedures detailed below in D.3.
2843 and D.6.

2844 2. Termination of MBUs as a result of program curtailment, as defined
2845 in A.2.a. above, shall be made from among those holding the same
2846 or similar positions in the program in question, in accordance with
2847 specific procedures detailed in C. above and D.3 and D.6. below.

2848 3. Termination shall first take place as follows:

2849 a. Among the adjunct MBUs before full-time MBUs are
2850 terminated.

2851 b. Among full-time visiting MBUs, before the termination of
2852 MBUs holding probationary or contractual appointments; and
2853 among probationary or full time contractual appointments
2854 before the termination among tenured appointments. Such
2855 removal shall be made in the inverse order of the date of
2856 full-time appointment.

2857 c. Among the full-time tenured MBUs, such termination shall
2858 be based upon length of full-time service to Roger Williams
2859 University. In cases where the date of full-time appointment
2860 is the same, part-time service at Roger Williams University
2861 will be taken into consideration.

- 2862 4. The Provost shall notify the person or persons affected in
2863 accordance with the following deadline:
- 2864 a. In the case of retrenchment due to financial emergency, at
2865 least two (2) months prior to the end of the semester.
- 2866 b. In the case of retrenchment for program curtailment as
2867 defined in A.2.a. above, he/she will be allowed a two (2)
2868 month notice.
- 2869 c. In the case of program curtailment as defined in A.2.a.
2870 above, any position lost to one program shall be allocated to
2871 another program which is in need of additional faculty.
- 2872 5. Persons removed as a result of retrenchment shall be advised of the
2873 opportunity for reemployment in the same or a similar position at
2874 the University for two (2) years succeeding the retrenchment year,
2875 and must accept such offer within thirty (30) days after such offer,
2876 such acceptance to take effect not later than the beginning of the
2877 semester immediately following the date such offer was made.
2878 The University shall make every reasonable effort to place an
2879 incumbent so separated in a position for which he/she is qualified,
2880 provided such position is in the bargaining unit. Alternative
2881 placement for recall following retrenchment shall not result in any
2882 retrenched MBU receiving more than their CBA contractual salary
2883 under any circumstance. MBUs who are retrenched shall be
2884 responsible for notifying the University of their current mailing
2885 addresses.
- 2886 6. Original appointment (Date of formal letter of appointment) shall
2887 mean the date of first full-time appointment to University service
2888 as an MBU, followed by continuous and uninterrupted service
2889 within the Bargaining Unit up to the time of reduction and
2890 abolishment of positions. In the event an incumbent believes such
2891 date has been incorrectly determined, he/she shall so advise the
2892 University, and indicate the date he/she believes to be correct.
- 2893 7. Any tenured MBU who is retrenched shall be placed on terminal
2894 leave collecting his/her salary on a biweekly basis until he/she is
2895 paid his/her annual salary computed at the date of retrenchment.
2896 Additionally, retrenched MBUs shall be provided with RWU's
2897 faculty health insurance coverage on the same basis and cost

2898 sharing as actively employed MBUs for one year from the date of
2899 retrenchment. In the instance of a probationary or a contractually
2900 employed full-time MBU with at least two (2) full years of faculty
2901 employment, the MBU shall be placed on terminal leave and
2902 allowed to collect his/her salary on a biweekly basis until he/she is
2903 paid one half (50%) of his/her annual salary computed at the date
2904 of retrenchment. Additionally, retrenched probationary or full-time
2905 contractually employed MBUs with at least two (2) years of
2906 faculty employment shall be provided with RWU's faculty health
2907 insurance coverage on the same basis and cost sharing as actively
2908 employed MBUs for one year from the date of retrenchment. All
2909 salary and benefit continuation hereunder shall cease upon the
2910 earlier of the effective date of a MBU's securing alternative
2911 employment or the end of the salary and/or benefits periods as set
2912 out above. In addition, during their terminal leave, retrenched,
2913 tenured MBUs shall have first priority for professional
2914 development funds in accordance with Article XIV.E.

2915 **ARTICLE XII**
2916 **SEARCH COMMITTEES**

2917 At the request of the President of the University or his/her designee, faculty may
2918 serve on search committees, in accordance with Article VII, G.2.a. above.

2919 **ARTICLE XIII**
2920 **COMPENSATION**

2921 A. SALARY PROGRAM

2922 The salary program, throughout the term of this Agreement, shall consist
2923 of across the board annual salary increases applied to the compounded
2924 base salaries of all MBUs with at least one academic year of employment
2925 as a MBU immediately preceding the distribution of successive annual
2926 increases (each one effective from September 1st):

2927 Base Wage Increase by Year:

2928 Year 1 = 2.25% plus \$1,000 sign on bonus for those making equal to or
2929 over \$85,000 and \$1,500 for those making less than \$85,000
2930 Year 2 = 2.6% plus \$500 bonus for those making less than \$85,000
2931 Year 3 = 2.75%
2932 Year 4 = 2.85%
2933 Year 5 = 3.0%
2934

2935 In recognition that RWU may need to respond to financial exigencies, the
2936 parties further agree that for years 2, 3 or 4 the University may elect to engage
2937 in a wage re-opener using the following guidelines:

2938 If the University experiences an institutional financial emergency, the
2939 University may notify the RWUFA that it wishes to reopen negotiations on
2940 the issue of base salary adjustments. The University shall notify the RWUFA
2941 of its intention to reopen negotiations on faculty wages no later than May 15
2942 of the year in question. Negotiations will begin on June 1 and the parties will
2943 have thirty days to reach agreement. During the period of negotiations, RWU
2944 must provide the RWUFA with accurate information, statistics and financial
2945 data demonstrating that an institutional financial emergency exists as well as
2946 proof that all other reasonable means of reducing costs to the University have
2947 been properly examined and appropriate measures to reduce costs have been
2948 taken. The burden of proof in demonstrating the existence of institutional
2949 financial emergency shall be on the University.

2950 If no agreement is reached within the thirty-day period (or July 1), the
2951 parties will move to expedited, non-binding arbitration. The costs of the
2952 arbitration shall be borne equally by the parties. If the parties fail to reach
2953 agreement by August 15 of the year in question, the base wage increase will
2954 remain at the contractually specified amount. However, both the Professional
2955 Development funds and the monetary grants from Foundation to Promote
2956 Scholarship and Teaching in the upcoming academic year shall be suspended
2957 in their entirety for the one academic year in question.

2958 This provision concerning the wage reopener will sunset on the last day of
2959 this agreement.

2960 In year five (5) of the Agreement, either party will have a right to initiate a
2961 wage re-opener. The above provisions concerning interest arbitration and the
2962 implication of being unable to agree shall not apply.

2963 Adjunct Faculty MBUs' rates will increase by the agreed upon general
2964 wage increases.

2965 Minimum salary rates will increase by the agreed upon general wage
2966 increases.

2967 Upon successful completion of the pre-tenure comprehensive review, the
2968 MBU will receive a \$1,500 base wage increase.

2969 B. PROMOTION

2970 While promotion through the university's academic rank structure is not a
2971 condition of continuing employment, it is the natural and expected
2972 recognition of continuing professional growth and improvement toward
2973 academic leadership to the chosen discipline, the
2974 Department/School/College and the University. Accordingly, the
2975 achievement necessary for promotion will be significant, and the monetary
2976 recognition significant. Salary compensation attendant to promotion will
2977 be as follows:

2978 1. Upon promotion from Assistant Professor to Associate Professor, the
2979 base annual salary of the promoted MBU will be increased by five
2980 thousand dollars (\$5,000), effective with the first pay period of the
2981 ensuing academic year following the academic year of application,
2982 deliberation and award.

2983 2. Upon promotion from Associate Professor to Professor, the annual
2984 base salary of the promoted MBU will be increased by six thousand
2985 dollars (\$6,000), effective with the first pay period of the ensuing
2986 academic year following the academic year of application,
2987 deliberation and award.

2988 3. A faculty member who is promoted shall receive an across the board
2989 increase prior to receiving an increase associated with the promotion.

2990 C. PAY CYCLE

2991 Except as set forth herein, salaries for full-time teaching MBUs and full-
2992 time Librarians shall be paid over twenty-six (26) bi-weekly pay periods
2993 for services rendered during the term of this contract. However, newly
2994 hired MBUs will be paid over twenty-two (22) bi-weekly pay periods in
2995 their first year, commencing with the first pay period after the start of the
2996 academic year.

2997 D. RETROACTIVITY

2998 RWU will make an adjustment in the paycheck issued, within three (3)
2999 full pay periods following the ratification of this Agreement, to ensure the
3000 implementation of the new salary program's annual increases and
3001 promotion based increases to base salary, are made retroactive to the pay
3002 periods marking the beginning of the 2016/2017 academic year pay cycles
3003 as set out immediately above in provision C. PAY CYCLE.

3004 E. MINIMUM SALARY

3005 There will be a “Minimum Annual Salary Scale” during the term of this
 3006 Agreement, for each faculty rank as follows:

| | 2016/17 (+2.25%) | 2017/18 (+2.6%) | 2018/19 (+2.75%) | 2019/20 (+2.85%) | 2020/21 (+3.0%) |
|---------------------|---------------------|--------------------|---------------------|---------------------|--------------------|
| Assistant Professor | \$62,578 | \$64,205 | \$65,971 | \$67,851 | \$69,887 |
| Associate Professor | \$69,360 | \$71,164 | \$73,121 | \$75,205 | \$77,461 |
| Professor | \$80,985 | \$83,091 | \$85,376 | \$87,809 | \$90,443 |
| Lecturer | \$58,000 | \$59,508 | \$61,144 | \$62,887 | \$64,774 |

3007

3008 F. ADDITIONAL COMPENSATION

3009 1. MBUs teaching assigned overloads, and all Adjunct MBUs assigned,
 3010 on a per contact hour basis, to teach at the University will be
 3011 compensated as follows (three-credit classroom course in the day
 3012 program in parenthesis):

| | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 |
|---|-----------|-----------|-----------|-----------|-----------|
| Both Undergraduate and Graduate Course | \$1,641 | \$1,684 | \$1,730 | \$1,779 | \$1,833 |
| | (\$4,923) | (\$5,052) | (\$5,190) | (\$5,337) | (\$5,499) |

3013

3014 Adjunct teaching MBUs teaching at least six (6) or more contact
 3015 hours in the daytime program shall be compensated at the above
 3016 rates for any and all evening and/or summer courses taught.

3017 2. Adjunct teaching MBUs shall be paid a prorated portion of their total
 3018 compensation each pay period, normally beginning not later than the
 3019 second pay period after the start of each semester or term.

3020 3. Adjunct Faculty in Architecture

3021 Adjunct faculty MBUs teaching in the School of Architecture, Art
 3022 and Historic Preservation shall be compensated for architecture
 3023 design studio courses at the rate of:

- 3024 a. \$18,612 per nine (9) hour studio in Academic Year 16/17
 3025 b. \$19,095 per nine (9) hour studio in Academic Year 17/18
 3026 c. \$19,620 per nine (9) hour studio in Academic Year 18/19
 3027 d. \$20,179 per nine (9) hour studio in Academic Year 19/20
 3028 e. \$20,784 per nine (9) hour studio in Academic Year 20/21
 3029

3030 4. Special Projects, Thesis Supervision & Comprehensive Exams

3031 Independent Studies may be handled through appropriate
 3032 professional workload balancing, consistent with the terms of this
 3033 Agreement and normative professional practices. Absent calculation
 3034 in workload balancing, the independent study rate for all special
 3035 projects, thesis supervision and comprehensive exams shall be set as
 3036 follows:

| Academic Year | Rate per credit and per student |
|---------------|------------------------------------|
| 2016/17 | \$164.10 |
| 2017/18 | \$168.40 |
| 2018/19 | \$173.00 |
| 2019/20 | \$177.90 |
| 2020/21 | \$183.30 |

3037

3038 Therefore, for example, if in 2016/2017, an MBU teaches a three-
 3039 credit independent study for one student, the compensation in
 3040 2016/2017 would be \$164.10 x 3 or \$492.30. If an MBU directs
 3041 comprehensive exams, the compensation would be \$164.10 per
 3042 student. If an MBU supervises a six credit graduate thesis, the
 3043 compensation would be \$164.10 x 6 (credits) or \$984.60.

3044 5. Individual Student Instruction in the School of Continuing Studies

3045 Any full-time faculty member who, in addition to his/her full-time
 3046 teaching load, serves as instructor/supervisor of a directed
 3047 seminar/reading project, independent study project, internship
 3048 project, online course or other credit-bearing learning activity for the
 3049 School of Continuing Studies may assume up to three (3) separate
 3050 preparations or projects per semester with a maximum combined

3051 enrollment of twenty-eight (28) students with the consent of their
3052 school dean. Upon completion of each project at the conclusion of
3053 each semester, the MBU shall be paid \$121.50 per credit (\$364.50
3054 per three credit special project) for enrollments of up to eleven (11)
3055 students in each course. The standard overload rate applies for
3056 individual sections with enrollments of twelve (12) to twenty (20)
3057 students. This rate will be increased yearly at the same rate as the
3058 overload rate.

3059 6. Librarians

3060 Librarians working under twelve (12) month contracts shall receive
3061 an additional one-sixth (1/6) of their base-salary.

3062

3063

3064

ARTICLE XIV
FRINGE BENEFITS

3065 A. INSURANCE

3066 Effective January, 2017 RWU agrees to provide each full-time MBU and
3067 his/her family with the following:

3068

- 3069 1. Health Insurance – RWU will provide for full time-MBUs either
3070 individual or family plan coverage under one of two Plans (“Plan A”
3071 or “Plan B”) currently underwritten by the University’s health
3072 insurance carrier.

3073 Premium Contributions:

3074 Premium sharing will be as follows:

3075 Plan A

- 3076 • Year one and two – 18%

- 3077 • Year three through 5– 20%

- 3078 a. A wellness credit may be earned for participation in
3079 the wellness program equal to:

- 3080 i. Individual Coverage 4%

- 3081 ii. Family Coverage 3%

3082 Annual Deductible

| | |
|------|--|
| 3083 | Year one and two - \$250 / \$500 |
| 3084 | Year three and four - \$500 / \$1000 |
| 3085 | |
| 3086 | Co- Pays |
| 3087 | Primary care - \$0 PCMH, \$30 non PCMH |
| 3088 | Specialist - \$50 |
| 3089 | Urgent Care - \$50 |
| 3090 | Emergency Room - \$200 |
| 3091 | Prescriptions |
| 3092 | Generic - \$7 |
| 3093 | Preferred - \$25 |
| 3094 | Non-preferred \$40 |
| 3095 | Specialty \$65 |
| 3096 | |

Plan B

- | | |
|------|---|
| 3098 | • Premium sharing for all new hires will be 20% |
| 3099 | |
| 3100 | • Premium sharing for existing faculty employed as of |
| 3101 | November 1, 2016 who earn under \$85,000 will equal: |

| | | |
|------|--------|-----|
| 3102 | Year 1 | 17% |
| 3103 | Year 2 | 18% |
| 3104 | Year 3 | 19% |
| 3105 | Year 4 | 20% |
| 3106 | Year 5 | 20% |

| | |
|------|---|
| 3107 | Premium sharing for existing faculty employed as of November 1, |
| 3108 | 2016 who earn equal to or greater than \$85,000 will equal: |

| | | |
|------|--------|-----|
| 3109 | Year 1 | 20% |
| 3110 | Year 2 | 20% |
| 3111 | Year 3 | 20% |
| 3112 | Year 4 | 20% |
| 3113 | Year 5 | 20% |

- | | |
|------|---|
| 3114 | a. A wellness credit may be earned for participation in |
| 3115 | the wellness program equal to: |

3116 i. Individual Coverage 4%

3117 ii. Family Coverage 3%

3118 Annual Deductible

3119 Will be - \$500 / \$1000

3120

3121 Co-Pays

3122 Primary care - \$25

3123 Specialist - \$40

3124 Urgent Care - \$50

3125 Emergency Room - \$150

3126 Prescriptions

3127 Generic - \$7

3128 Preferred - \$25

3129 Non-preferred - \$40

3130 Specialty drugs \$65.

3131

3132 **Carrier Change:**

3133 RWU may, over the course of this CBA, change the Health Care Insurance
3134 Carrier, under a premium based or self-insured based structure, to ensure
3135 cost effectiveness, without amending the basic plan design, after first
3136 informing and then consulting the RWUFA prior to taking definitive
3137 action. To provide this consultation with the RWUFA, the parties shall
3138 convene a Joint Healthcare Committee comprised of two members
3139 designated by RWU and two members designated by the RWUFA
3140 President. RWU agrees to provide the Joint Healthcare Committee with
3141 information relevant to the insurers being considered, the potential and
3142 actual cost savings and any relevant information requested by the
3143 Committee. The parties also agree to the following conditions:

3144 b. RWU can contract with any health care insurer or health care
3145 administrator (health care carrier) licensed to do business in the State
3146 of Rhode Island.

3147 c. There shall be no change in health care insurance carrier for
3148 members covered by this agreement until such time that coverage is
3149 changed for all University employees.

3150 d. There shall be no change in health care plan design or co-pays from
3151 what is included in this agreement.

3152 e. In the event of a change in health care carrier, all incurred claims, as
3153 of the date of the change, subject to deductibles and co-pays, will be

3154 paid by the then current provider unless the incoming provider
3155 agrees to provide payment of the incurred claims.

3156 f. Any change in health care carrier will not result in the exclusion of
3157 any member or covered individual within a family plan that has a
3158 pre-existing condition.

3159 g. In the event of a change in health care carrier, if a medical provider
3160 is not included in the incoming carrier's network, the member has a
3161 choice of obtaining the services from another provider participating
3162 in the network or remain with the out of network provider and incur
3163 the out of network charges. For those medical providers that are not
3164 in the incoming health care carrier network, RWU will request that
3165 the carrier solicit the medical providers to participate in the network.

3166 h. Any health care carrier may make changes to their provider network
3167 as a normal course of business.

3168 2. **Nonaligned Administrators Program Parity:**
3169 If, over the course of this CBA, the Nonaligned Administrators of the
3170 University receive a lesser premium contribution configuration, a lesser
3171 deductible contribution for the same health care benefit, or lesser amounts
3172 in plan design co-pays, the RWUFA may opt to change to the Nonaligned
3173 Administrators health care benefit plan, policy and procedures in full.

3174 3. Dental Insurance – RWU agrees to provide each full-time MBU and
3175 his/her family with Delta Dental, Level IV, individual or family plan, and
3176 student rider to age 24 with premium sharing in the same percentage as
3177 that which they contribute to health care.

3178 4. Buy Back – If a full-time MBU chooses, he/she may opt to receive 50% of
3179 RWU's share of the health and/or dental insurance premiums paid on
3180 behalf of the MBU, or the annual premium cost per MBU of individual
3181 coverage, whichever is less, in lieu of the insurance coverage.

3182 5. Life Insurance - RWU agrees to provide MBUs with \$100,000 life
3183 insurance. MBUs shall have the option of purchasing up to \$100,000
3184 more in life insurance at their expense at the group rate, if and to the
3185 extent the insurance carrier permits it. No medical examination or waiting
3186 period is required. There shall be a double indemnity provision for
3187 accidental death or dismemberment. All policies continue in force without

- 3188 further premium payments if the MBU becomes totally disabled before
3189 age sixty (60).
- 3190 6. Short-Term Disability Insurance – RWU will continue to provide, at the
3191 RWU's expense, each full-time MBU with short term disability insurance
3192 coverage which supplements Rhode Island Temporary Disability
3193 Insurance. The policy provides for no medical examination or "waiting"
3194 period and payment under the policy begins when an illness or injury
3195 extends beyond the full-pay sick leave benefit period. The policy provides
3196 that those employees who qualify under the policy receive benefits which
3197 supplement RI TDI so that the total temporary disability payments
3198 including Rhode Island Temporary Disability benefits amount to 60% of
3199 an employee's normal base pay up to a maximum of \$3000 per month for
3200 a period of twenty six (26) weeks. While Temporary Disability coverage
3201 is in force, the RWU reserves the right to require a periodic statement
3202 from the MBU's physician.
- 3203 7. Long Term Disability Insurance - RWU will provide, at RWU's expense,
3204 coverage for MBUs under its present total disability insurance policy
3205 which supplements Social Security Disability Benefits. No medical
3206 examination is required. Those employees who qualify under the policy
3207 receive benefits which supplement Social Security Disability Benefits so
3208 that the total disability payments, including Social Security Disability
3209 Benefits, amount to 60% of an employee's normal base pay, up to age
3210 sixty five (65). If an employee who is enrolled in the TIAA/CREF,
3211 VALIC, or other Retirement Plan becomes totally disabled, total disability
3212 insurance also covers his/her retirement premiums during the period of
3213 total disability.
- 3214 8. RWU may substitute similar life insurance or disability insurance plans for
3215 those plans currently in effect.
- 3216 9. RWU will make available for MBUs, on a voluntary basis, a Section 125
3217 Plan for unreimbursed medical expenses (including dental and vision
3218 expenses), and dependent day care reimbursement. RWU agrees to allow
3219 MBUs to participate in Child Care and unreimbursed medical options up
3220 to the maximum set by the IRS. The plan will be administered by RWU
3221 or its designee in accordance with the Internal Revenue Code and its
3222 implementing regulations provided that the RWUFA will be informed of
3223 specifics and major changes before implementation.
- 3224 B. SOCIAL SECURITY

3225 All MBUs are covered by the mandatory Federal Social Security Program,
3226 which provides both retirement and disability benefits and, at age 65,
3227 medical/hospital benefits under Medicare.

3228 RWU matches the MBUs required contributions, which are made via
3229 payroll deductions on a calendar year basis.

3230 C. WORKERS' COMPENSATION

3231 All MBUs are protected under Workers' Compensation in case of on-the-
3232 job accidents. All such accidents, however minor, should be reported
3233 promptly to the Dean of the appropriate School or supervisor, who will in
3234 turn fill out an official report form and forward it to the Office of Human
3235 Resources.

3236 D. VACATION WITH PAY: LIBRARIANS

3237 1. Monthly accrual of vacation leave up to 20 days per year for 12
3238 month MBUs in each of the MBUs first ten years of service.

3239 2. Monthly accrual increases for MBUs who have completed 10 years
3240 of service, starting in their 11th year of service through their 20th
3241 year of service up to 25 days per year for 12 month MBUs.

3242 3. Monthly accrual increases for MBUs who have completed 20 years
3243 of service, starting in their 21st year of service, up to 30 days per
3244 year for 12 month MBUs.

3245 4. 10 month MBUs' leave will accrue at the rate of 10/12ths of the
3246 accrual rate for 12 month MBUs in the appropriate category as set
3247 out above.

3248 5. Part-time MBUs' leave will accrue at the rate of #Hrs per
3249 Week/35ths of the accrual rate based on years of service and 10 or
3250 12 month status.

3251 6. All annual accrual rates as set out above x 1.5= the maximum
3252 vacation accrual. Once the maximum is reached, accrual is halted
3253 until use enables accrual again.

3254 7. Vacation may be scheduled at any time throughout the working
3255 year upon the approval of the MBU's supervisor which may not be
3256 unreasonably denied.

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E. PROFESSIONAL TRAVEL AND DEVELOPMENT

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

| | |
|-----------|---------|
| 2016-2017 | \$3,325 |
| 2017-2018 | \$3,375 |
| 2018-2019 | \$3,425 |
| 2019-2020 | \$3,475 |
| 2020-2021 | \$3,475 |

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

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

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

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- a. Individual awards will be “capped” at double the yearly allowable rate. Any surplus funds will be rolled over to the following year’s PD fund. Any roll over funds in a given year will be used to partially fund the pool for the following year. The University will make up the difference in funding after the roll over funds are applied. Any funds remaining at the expiration of the CBA will revert to the University.

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5. Foundation to Promote Scholarship and Teaching

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

It is the aim of the Foundation to be a resource for three general groups of full-time faculty in their efforts to develop self-sustaining scholarly/creative agendas. Priority in funding and course releases shall be directed to a) tenure-track, untenured faculty who evidence a need for support to continue or initiate scholarly or creative endeavors and/or to provide incentives to raise extramural funding; and b) mid-career and senior faculty who evidence a need to retool or reinvigorate their existing scholarly engagement; and c) mid-career and senior faculty who evidence a need for an internal, but short-term infusion of resources to benefit their on-going research or other scholarly endeavor. It is not the mission of the Foundation to be a perpetual granting agency for individual lines of research.

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

3322 this activity contributes to the artistic and/or intellectual
3323 substance of the profession.)

3324 b. The Foundation shall consist of six voting members: four
3325 full-time faculty members, two from CAS and two from the
3326 professional schools, and two administrators--the Provost (or
3327 his/her designee) and a School/College dean appointed by the
3328 Provost. The Chair of the Foundation shall be elected by its
3329 members. The faculty members shall be chosen in an
3330 election administered by the Faculty Senate. The election
3331 shall take place by September 15 of each year. The
3332 members' term begins on October 1 of that year. Terms shall
3333 be two years in duration and staggered. For the first election
3334 cycle, two members, determined by lot, shall serve one year.
3335 Members are eligible for re-election. To be eligible for
3336 election to the Foundation, faculty members should have a
3337 record of scholarship evidenced by publication in a refereed
3338 venue, the award of external grant support or formal
3339 presentations at professional conferences, or a record of
3340 excellence in teaching as evidenced by a teaching award,
3341 presentations at teaching conferences, or publication in a
3342 teaching journal.

3343 c. The Foundation shall establish and make public fair,
3344 appropriate, and efficient procedures for soliciting grant or
3345 course release requests, and for reviewing such requests and
3346 determining whether and to what extent specific requests are
3347 to be funded or approved. The Foundation shall not be
3348 obligated to make any grants or approve any course releases
3349 if no appropriate proposals are received and positively
3350 evaluated. MBUs receiving grants shall submit a detailed
3351 report of their activities to the Foundation within thirty days
3352 of the start of the semester following their award, which shall
3353 be shared by the Foundation with the University community.
3354 Members of the Foundation may not participate in the review
3355 of any proposals that they submit to the Foundation. The
3356 decisions of the Foundation shall be final and binding. The
3357 applications to and awards made by the Foundation shall be a
3358 matter of public record and will be communicated to the
3359 University community in a timely fashion.

3360 d. The Foundation shall award both grant funds and course
3361 releases to support the enhancement of teaching and
3362 scholarly activities, which shall include proposals related to
3363 general scholarship as well as proposals focused on
3364 exploration of such areas as teaching methods, responses to
3365 different learning styles, integration of technology in
3366 teaching, the assessment of student learning outcomes and
3367 the enhancement of faculty content-area knowledge and
3368 pedagogical techniques.

3369 e. To fund monetary grants RWU shall make available, to the
3370 Foundation, the following monies:

| 3371 | <u>Year</u> | <u>Amount</u> |
|------|-------------|---------------|
| 3372 | 2016-2017 | \$146,189 |
| 3373 | 2017-2018 | \$150,000 |
| 3374 | 2018-2019 | \$155,700 |
| 3375 | 2019-2020 | \$161,617 |
| 3376 | 2020-2021 | \$166,465 |

3377 f. For course releases per year, the University shall make
3378 available to the Foundation the following:

| 3379 | <u>Year</u> | <u>Total</u> |
|------|-------------|--------------|
| 3380 | 2016-2017 | 50 |
| 3381 | 2017-2018 | 40 |
| 3382 | 2018-2019 | 40 |
| 3383 | 2019-2020 | 40 |
| 3384 | 2020-2021 | 40 |

3385 Five (5) course releases in years 2, 3, 4, and 5 will be
3386 reserved for projects involving experiential learning.

3387 i) Seventy-five hours of release from regular reporting and
3388 associated counseling or librarian responsibilities shall
3389 constitute one course release for library science faculty.

3390 g. All proposals for grants or course releases shall clearly
3391 articulate how the results of the proposed scholarship will be
3392 presented to appropriate professional audiences. It is
3393 expected that all funded proposals will have one or more
3394 outcomes that will result in presentation and critique.
3395 Traditional forms of presentation include treatises, books,
3396 monographs, refereed articles, reviews, or critiques in
3397 journals, periodicals or other appropriate publications. The
3398 University also recognizes other forms of presentation such
3399 as at professional meetings, professional workshops, external
3400 requests for consultation, reviewed creative performances,
3401 juried exhibitions, commissions for professional work and
3402 curricula proposals reviewed by appropriate consultants.

3403 Any MBU who receives grant or course release support and
3404 who fails to accomplish the project as approved will not be
3405 eligible for further Foundation support without the consent
3406 of the Provost. Normally an MBU will not be supported by
3407 the Foundation for more than two consecutive funding
3408 years. An MBU may receive monetary grants/course
3409 release(s) for more than two consecutive funding years only
3410 if the proposal clearly demonstrates a compelling need.

3411 No recipient of a course release may teach a course overload
3412 during the release semester (permission may be granted in
3413 exceptional cases by the Provost following consultation with
3414 the appropriate School/College dean and upon notification
3415 to the RWUFA). An MBU who is unable to use an awarded
3416 course release in the semester authorized due to some
3417 exigent circumstance, will consult with the MBU's dean
3418 and/or Provost to arrive at mutual agreement on the semester
3419 for the carry-over of the release.

3420 6. Nothing in this section shall preclude a dean from granting
3421 additional course releases with the approval of the Provost.

3422 F. RETIREMENT PLANS

3423 1. All full-time MBUs shall have the right to join and make deposits
3424 in TIAA/CREF, VALIC, or other Retirement Plan or any
3425 additional retirement funding vehicle made available by RWU.
3426 Participating MBUs will receive the following "match"

3427 contribution from the University conditioned upon the MBU's
3428 elected contribution of 3% or more:

3429 8% of base salary for all participating MBUs.

3430 The MBU is fully and immediately one hundred percent (100%)
3431 vested in RWU's contribution. Employees shall have the right to
3432 make their own contributions immediately upon the date of hire.
3433 All rights, including contributions made by RWU, shall be one
3434 hundred percent (100%) vested with the MBU.

3435 2. RWU agrees to participate in the TIAA/CREF or VALIC
3436 Supplemental Retirement Annuity Program, at the MBU's option
3437 and to allow MBUs to contribute to this plan through payroll
3438 deductions. It is understood that RWU will not contribute
3439 financially to this supplemental program.

3440 G. DISCOUNTS AND PRIVILEGES

3441 1. MBUs will be admitted to all RWU-sponsored events free of
3442 charge.

3443 2. MBUs may cash personal checks of up to \$100 in the Bursar's
3444 Office.

3445 3. MBUs shall have the right to direct the deposit of all or any portion
3446 of their paycheck into any financial institution insured by the
3447 Federal Deposit Insurance Corporation, consistent with RWU's
3448 payroll capacity and provided that any direction of a change in
3449 excess of one (1) during one academic year shall cost \$5.00 per
3450 change.

3451 4. Normally, all MBUs will be provided with a permanent identity
3452 card by October 1.

3453 H. PERSONAL LEAVES OF ABSENCE

3454 An authorized leave of absence from the University at full salary, or
3455 without salary, generally shall not be deemed an interruption of service
3456 within the Bargaining Unit. The following categories of leave are
3457 available under the terms and conditions set forth:

3458 1. Death In the Immediate Family of an MBU

3459 A maximum of five (5) days with full pay upon death of husband
3460 or wife, father or mother, son or daughter, father-in-law or mother-
3461 in-law, son-in-law or daughter-in-law, brother or sister, grandchild,
3462 or grandparent. A maximum of three (3) days with full pay upon
3463 the death of brother-in law or sister-in-law, grandparent, or a
3464 relative living in the same household. RWU may require proof of
3465 death.

3466 2. Illness of MBU

3467 a. Fifteen (15) work days per year with full pay in any fiscal year
3468 (July 1 to June 30). Sick leave is cumulative to forty five (45)
3469 days, calculated from the date of initial appointment of MBU.

3470 b. Sick Leave Bank: A sick leave bank will be formed and
3471 operated during the term of this CBA as follows:

- 3472 i. Each MBU who contributes at least one (1) day of
3473 accumulated sick leave to the Faculty Sick Leave Bank
3474 (Bank), per fiscal year of operation, shall be eligible to
3475 receive paid sick leave days from the Bank.
- 3476 ii. No more than five (5) days per fiscal year of operation
3477 may be donated to the Bank.
- 3478 iii. Donations may not be made in the year that a MBU
3479 announces his/her retirement or actually retires from
3480 RWU.
- 3481 iv. A MBU seeking to draw from the Bank must present
3482 medical documentation of an illness or injury that is
3483 work incapacitating and not work related.
- 3484 v. An individual MBU may only draw from the Bank once
3485 over the course of four (4) years, commencing the
3486 effective date of the governing CBA.
- 3487 vi. Absent authorization from both the RWUFA and RWU,
3488 a MBU may not draw more than seventy five (75) days
3489 from the Bank.
- 3490 vii. The draw from the Bank shall be five (5) days for each
3491 full week of incapacitation from work.
- 3492 viii. At no time may a MBU exceed his/her then current, bi-
3493 weekly salary after taking into account any payments
3494 from Rhode Island TDI and/or any other short term
3495 disability program then covering the illness or injury to
3496 the MBU.

3497 ix. Withdrawals from the Bank may only be made and
3498 used to the extent that one or more days are available in
3499 the Bank as there may be no draw once the Bank is
3500 depleted to zero days.

3501 x. If there are competing requests for a limited number of
3502 available days, the University will determine allocation
3503 after consultation with the RWUFA and the affected
3504 MBUs.

3505 xi. No more than fifty (50) days of unused, sick leave in
3506 the Bank, may carryover from year to year.

3507 xii. Sick Leave Bank management will reside concurrently
3508 with the Office of the Provost and the Department of
3509 Human Resources.

3510

3511 3. Jury Duty

3512 Upon presentation of jury summons, an MBU will receive the
3513 difference between his/her university pay and jury pay for each day
3514 of required jury duty. He/she is, however, expected to report for
3515 work on any day when he/she is excused from jury duty for at least
3516 half a day.

3517 4. Parental Leave

3518 Parental leave with full pay and benefits for one full academic
3519 semester shall be available to all MBUs as follows:

3520 1. RWU's Family Leave Policy (fully incorporating federal and
3521 state family and medical leave law) will run concurrently
3522 where applicable, to all leave utilized hereunder, and is
3523 therefore incorporated herein by reference. Such leave shall
3524 only be granted to the primary caregiver for the child.

3525 2. As a condition precedent to paid leave utilization, all paid
3526 leaves available to the MBU electing Parental Leave need first
3527 be exhausted.

3528 3. Leave directly related to the birth of a MBU's biological child,
3529 the adoption of a child by a MBU, the foster care placement or
3530 commencement of guardianship of a child (the enabling event),
3531 consistent with the leave enabling events of the RWU Family
3532 Leave Policy, may be taken for one full semester as follows:

3533 a. An enabling event from March 15th of each year through
3534 October 15th of each year would dictate the parental leave
3535 starting on the next or then current fall semester. If the birth
3536 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.
- b. 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 approved parental leave.
4. Paid leave, pursuant to this provision, incorporating governing family and medical leave policy and law, is capped at one (1) semester. Therefore, if a paid leave, under family and medical leave policy and law and directly related to the parental leave taken for one (1) semester, is taken before the start of the parental leave semester, all monies, on a dollar for dollar basis, paid before the start of the parental leave semester, will be added to the paid days of the parental leave semester until one (1) semester in days paid is reached. At that time, the remainder of the parental leave semester will be unpaid.
5. If the MBU utilizing leave hereunder, is giving birth, any payments otherwise to be provided for parental leave will first be reduced by the amount provided by RI TDI or any short term disability program payments afforded the MBU.
6. The semester on leave shall not count toward the accrual of years toward a sabbatical.
7. A probationary MBU, electing leave hereunder, may suspend the tenure review process for one (1) academic year by notifying the Provost at least thirty (30) days prior to the end of the leave.
8. At the discretion of the University, upon the recommendation of the Provost, additional leave without pay or a reduction in workload and concomitant reduction in pay, in the semester following the paid leave set out above, may be granted.
9. Non-primary caregivers shall be allowed to use four (4) weeks of sick time during an enabling event.

Example:

Woman gives birth February 10th. That MBU will be provided the entire spring semester off with pay. If that MBU leaves while the University is in session (e.g. Dec. 1st) and before the beginning of the spring semester, she must utilize family leave and will be entitled (not mandated) to draw paid leave from available leave accrual until the end of the semester (e.g. Dec. 22nd). If the MBU elects to draw paid leave in December, that amount will be

3583 deducted from her paid leave already drawn, on a day for day
3584 basis. So, in this case, the last 22 days of the spring semester will
3585 be unpaid leave with full benefits.

3586 5. Military Leave

3587 Upon presentation of duty dates, military orders and military
3588 pay rate, all MBUs will receive up to thirty (30) days of reserve
3589 leave in addition to his/her regular pay and military pay for this
3590 leave and continue all fringe benefits.

3591 Upon official discharge from military leave, an MBU may
3592 elect to resume appropriate duties at RWU and full salary within
3593 thirty (30) days of the completion of leave.

3594 All fringe benefits will continue during military leave, except
3595 as identified above, or as provided by the military.

3596 6. Sabbatical and Other Professional Leaves

3597 a. Sabbatical Leave

3598 After the first seven (7) years of full-time service with
3599 Roger Williams University, sabbatical leave may be
3600 granted. Any year in which the MBU takes a leave longer
3601 than one semester will not be counted towards the seven
3602 years of service. Upon completion of the academic year in
3603 which the first sabbatical has been taken, an MBU will be
3604 eligible for his or her next sabbatical upon completion of
3605 six (6) years of service (excluding any year which includes
3606 a leave of longer than one semester). All sabbaticals shall
3607 be subject to the following:

3608 1. The MBU shall pursue a program of professional
3609 development calculated to enhance his/her ability to
3610 serve the University. In no event shall an MBU on
3611 sabbatical hold a full-time job without the approval of
3612 the Provost.

3613 2. An MBU desiring to take a sabbatical shall prepare a
3614 statement describing, in detail, the purpose and nature
3615 of the professional activities in which he/she will be
3616 engaging, including an explanation of how the proposed

3617 activity will be of benefit to the individual
3618 professionally and to the institution. Sabbatical
3619 proposals are competitive and shall satisfy at least one
3620 of the following criteria for approval:

3621 i. Sabbatical would demonstrably and substantively
3622 improve his/her teaching skills and/or curriculum;

3623 ii. Sabbatical would be used to produce an article,
3624 book, artistic creation, or material within the faculty
3625 member's discipline for purposes of publication,
3626 performance, or exhibition; or

3627 iii. Sabbatical would be used for advanced study
3628 consistent with the MBU's appointment, such as
3629 degree programs, course work, seminars,
3630 workshops, fellowships, supervised independent
3631 study, or supervised research.

3632 3. Sabbatical leaves will be limited to a maximum of
3633 thirteen (13%) percent of the full-time probationary and
3634 tenured MBUs in each successive year of this
3635 Agreement.

3636 4. A Faculty Sabbatical Committee (FSC) shall be the
3637 primary agent for critiquing the sabbatical proposals
3638 and, along with the deans, making effective
3639 recommendations for award of sabbatical leaves. The
3640 FSC shall be composed of one (1) representative,
3641 elected annually, from each school and/or unit. Faculty
3642 members elected to the FSC will have taken a
3643 sabbatical previously. FSC members may not apply for
3644 a sabbatical leave while serving in said capacity.

3645 5. Criteria to be considered by the Faculty Sabbatical
3646 Committee, in addition to the strength of the sabbatical
3647 proposal, are the following:

3648 i. Opportunities for all individuals in all fields to have
3649 sabbaticals, provided that no eligible MBU shall
3650 consistently be denied a sabbatical for this reason
3651 alone;

- 3652 ii. A singular sabbatical opportunity involving
3653 recognition for an individual and/or the University;
- 3654 iii. The adverse effect of a leave upon the academic
3655 program of the individual and the department,
3656 provided that faculty members denied for this
3657 reason will have their leave postponed until the
3658 following year, if applicable;
- 3659 iv. Length of full-time employment with the University
3660 or the date of termination of the MBU's last
3661 sabbatical, whichever is more recent, provided that
3662 employment outside the bargaining unit or
3663 employment prior to leaving the bargaining unit
3664 shall not apply for this purpose to administrators
3665 who become MBUs.
- 3666 v. The recommendations, and rationale of the deans.
- 3667 6. Application for sabbatical leave, complete with
3668 statement of proposed activity, shall be submitted to the
3669 Faculty Sabbatical Committee with copy to the Provost
3670 of RWU and the dean of the appropriate school/college
3671 not later than September 15 of the year of application;
3672 preceding the proposed sabbatical year. The Faculty
3673 Sabbatical Committee shall review all sabbatical leave
3674 proposals as well as any input forwarded by the deans
3675 of the applicants' Schools/Colleges, in terms of all of
3676 the criteria set forth in this Article and forward the
3677 proposals in priority order with recommendations to the
3678 Provost not later than October 15th of the year of
3679 application (preceding the sabbatical year).
- 3680 7. After giving considerable weight to the FCS' and
3681 deans' recommendations, and based on the published
3682 criteria, the Provost shall finally determine which
3683 MBUs shall receive sabbaticals.
- 3684 8. Sabbaticals may be awarded and taken for either a
3685 semester or an academic year (pro-rated in the case of
3686 non-teaching faculty). Compensation will be at the rate
3687 of one hundred percent (100%) of the MBU's salary for

3688 one (1) semester leave and fifty five percent (55%) of
3689 the faculty member's salary for an academic year leave.

3690 9. An MBU granted sabbatical leave shall sign a statement
3691 that he/she shall return to full-time teaching at Roger
3692 Williams University at the end of the sabbatical period
3693 for at least two (2) years. In the event that there is a
3694 violation of such agreement, the MBU shall forfeit to
3695 RWU all monies paid to him/her by the University
3696 during the sabbatical period.

3697 10. An MBU must substantively demonstrate, to the
3698 Provost, achievement of the proposed outcomes of the
3699 sabbatical leave through a detailed report and/or other
3700 acceptable documentation within thirty (30) days of the
3701 start of the semester following return from the
3702 sabbatical. Transcripts of any advanced study must be
3703 sent, when course work is completed, to the Provost.

3704 11. All fringe benefits shall continue to be paid while the
3705 MBU is on sabbatical leave.

3706 b. Academic Leave of Absence

3707 1. An academic leave of absence without pay may be
3708 requested by an MBU, normally after two (2) years of
3709 full-time service to the University. Leave of absence
3710 requests may be made sooner if the person requesting
3711 the leave is in receipt of an educational grant or
3712 fellowship in his/her academic field, and if that grant
3713 or fellowship is provided by sources outside the
3714 University.

3715 2. Determination on leaves of absence shall be made
3716 through mutual consent of the Provost and the Dean of
3717 the appropriate School

3718 3. Blue Cross Major Medical shall continue to be paid by
3719 RWU while the MBU is on leave.

3720 7. Leave to Serve in University Administration

3721 Leaves of absence granted to MBUs by RWU to allow service in
3722 an administrative capacity at the University shall not interrupt an
3723 MBU's continuity of appointment in the Bargaining Unit (for
3724 purposes of seniority, etc.) so long as leaves do not exceed six (6)
3725 semesters within a four (4) year period. If an individual does not
3726 return to the Bargaining Unit within six (6) semesters or serves in
3727 an administrative capacity for more than six (6) semesters within a
3728 four (4) year period, he/she shall be considered to have interrupted
3729 his/her continuous service in the Bargaining Unit, terminating
3730 seniority, and shall be treated, in case that he/she is later appointed
3731 to a position within the Bargaining Unit, as any new MBU in terms
3732 of seniority as defined in this Agreement. All former MBUs who
3733 are currently serving in an administrative capacity will be entitled
3734 to return to the Bargaining Unit with full seniority provided that
3735 they do not serve in this capacity for more than six (6) semesters in
3736 a four (4) year period commencing in September of 1995.

3737 No tenured MBU who leaves the bargaining unit temporarily to
3738 serve in a non-bargaining unit administrative role/capacity shall,
3739 upon reentering bargaining unit employment, resuming status as a
3740 faculty MBU, be paid less or resume a lower ranked position than
3741 when she or he temporarily left the unit.

3742 I. RELEASED TIME

3743 Released time may be arranged with permission of the Dean of the
3744 appropriate School and the Provost. Compensation and fringe benefits
3745 will be pro-rated upon the portion of the faculty member's load during the
3746 released time period.

3747 J. TUITION REMISSION

3748 After six (6) months of continuous service in an RWUFA recognized
3749 position, a full-time MBU, that MBU's eligible spouse and/or eligible
3750 children (including adopted and stepchildren) may enroll, tuition free, in
3751 any course or degree program for which there is space available, excluding
3752 graduate programs in the Gabelli School of Business and the RWU School
3753 of Law, on any campus owned and operated by the University, subject to
3754 the following modifiers, including that in each year of this Agreement, a
3755 maximum of the first five (5) duly qualified and admitted students who are
3756 either the spouse, child or legal dependent of a full-time MBU, and no
3757 more than 30 years old at the beginning of RWU's Law School academic

3758 year, will receive a waiver of one-half of the regular tuition otherwise
3759 charged to the admitted student. As long as such student remains properly
3760 enrolled and continues to remain eligible under the conditions of this
3761 waiver, he/she will retain that waiver year to year. Therefore, regardless of
3762 whether or not a tuition waiver remains in effect for a recipient's second
3763 or third year, a maximum of five (5) new waivers are available year to
3764 year for the duration of this Agreement. Lost or lapsed waivers are not
3765 assumable by anyone else nor returnable to a bank for reallocation. The
3766 maximum number of waivers that may be allocated over the term of this
3767 agreement is, then, twenty-five (25):

3768 1. Children, defined above, must be no older than twenty-six (26) at the
3769 start of the semester in which enrolled or must be considered a legal
3770 dependent of the MBU, as qualified by IRS regulations and included
3771 on his/her parent's most recent tax return in order to be eligible to
3772 participate.

3773 2. Both spouse and qualifying children must first be accepted into the
3774 course or degree program based upon the University's evaluation of
3775 the ability of the spouse and/or qualifying children to successfully
3776 complete the course or program of study.

3777 3. Tuition remission for graduate courses, not taken as a matriculating
3778 student, is limited to three in the graduate degree discipline.

3779 4. Cost of books, supplies, application fees, student athletic fees,
3780 student activity fees, health service fees, or other fees are payable by
3781 the student. The student is also responsible for reimbursing the
3782 payment made by RWU to a supervising faculty member when a
3783 student enrolls in an independent study.

3784 5. The University's London Program, for one semester's enrollment
3785 shall, for purposes of this provision only, be available to otherwise
3786 eligible children of MBUs on a tuition-free basis.

3787 6. The University's On-line & Continuing Education Program shall, for
3788 purposes of this provision only, be considered owned and operated
3789 by the University for such period as it is administered by either
3790 employees of the University or under the direction of the University
3791 and without direct cost to the University for enrollment of students.

3792 7. Condition precedent to an MBU's enrollment in any authorized
3793 course or program of study is that such attendance does not conflict
3794 with the MBU's formal working schedule.

3795 8. If an MBU dies after an eligible individual is accepted and enrolled
3796 at the University under this provision, then the eligible individual
3797 may complete, tuition-free, his/her course or program of study,
3798 unless the program of study is not completed in five (5) years from
3799 the date of death of the MBU, at which time tuition remission is no
3800 longer available for any semester in which the five (5) year period
3801 has expired.

3802 K. PART-TIME FACULTY MBUs

3803 Adjunct teaching faculty in the day program shall be entitled to the
3804 following benefits, on a pro-rated basis:

- 3805 1. Health Insurance (Article XIV, Subsection A.1.)
3806 2. Dental Insurance (Article XIV, Subsection A.2.)
3807 3. Life Insurance (Article XIV, A.4.)
3808 4. Social Security (Article XIV, Section B)
3809 5. Workers' Compensation (Article XIV, Section C)
3810 6. Sick Leave (Article XIV, Subsection H.2.)
3811 7. Discounts and Privileges (Article XIV, Section G).

3812 This entitlement shall begin only after being employed for four (4)
3813 months. Once the four month period has been served, this provision
3814 will take effect. An MBU who is not continuously employed need
3815 not re-serve the four (4) months in the event he/she returns to the
3816 bargaining unit. All current part-time MBUs shall be exempt from
3817 this provision.

3818 Part-time MBUs who fail to make timely payment of their pro-rata
3819 share of the cost of any benefits under this section will thereby
3820 forfeit their right to all benefits under this section for the duration of
3821 this Agreement.

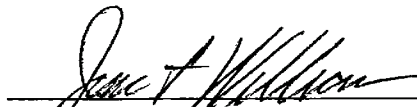
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3824 IN WITNESS WHEREOF the following have set their signatures and seals this _____
3825 day of _____, 2016.


3826

3827 For RWU


For RWUFA

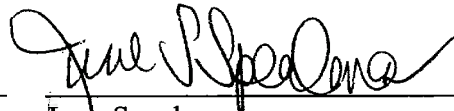

Jerome F. Williams
Executive Vice President for Finance &
Administration

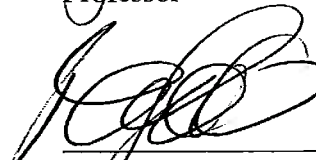

Lisa Newcity
Professor & RWUFA President

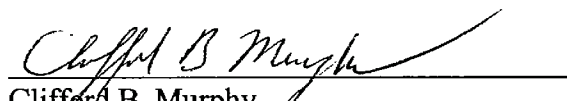

Robert Cole
Vice Provost & Dean of College of Arts &
Sciences



Jennifer Arvedo
Assistant Executive Director, NEARI



Susan McTiernan
Dean of the School of Business


June Speakman
Professor


Renee Soto
Associate Professor


Clifford B. Murphy
Associate Professor


Julie Coon
Associate Professor


Thomas Lonardo
Associate Professor

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

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

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

APPENDIX B

ACADEMIC FREEDOM

Faith in the fundamental importance of freedom forms a major theme in the history, government, and tradition of the State of Rhode Island and Providence Plantations and of the United States of America. Freedom is also recognized on practical grounds as vital to the scholar in his/her 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 the colleges and universities of the Western World, 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

3903 Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by
3904 many other professional and learned societies, it is known as “The 1940 Statement of Principles
3905 on Academic Freedom and Tenure.” RWU unconditionally endorses the 1940 Statement,
3906 including the following pertinent passages:

3907 "Institutions of higher education are conducted for the common good and not to further
3908 the interest of either the individual teacher or the institution as a whole. The common good
3909 depends upon the free search for truth and its free exposition.

3910 Academic freedom is essential to these purposes and applies to both teaching and
3911 research. Freedom in research is fundamental to the advancement of truth. Academic freedom
3912 in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching
3913 and of the student to freedom in learning. It carries with it duties correlative with rights.

3914 The teacher is entitled to full freedom in research and in the publication of the results,
3915 subject to the adequate performance of his/her other academic duties; but research for pecuniary
3916 return should be based upon an understanding with the authorities of the institution.

3917 The teacher is entitled to freedom in the classroom in discussing his/her subject, but
3918 he/she should be careful not to introduce into his/her teaching controversial matter which has no
3919 relation to his/her subject. Limitations of academic freedom because of religious or other aims
3920 of the institution should be clearly stated in writing at the time of the appointment.

3921 The college or university teacher is a citizen, a member of a learned profession, and an
3922 officer of an education institution. When he/she speaks or writes as a citizen, he/she should be
3923 free from institutional censorship or discipline, but his/her special position in the community
3924 imposes special obligations. As a person of learning and an educational officer, he/she should
3925 remember that the public may judge his/her profession and his/her institution by his/her
3926 utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint,
3927 should show respect for the opinions of others, and should make every effort to indicate that
3928 he/she is not an institutional spokesperson.

3929 The university/college faculty member is a citizen, and like other citizens, should be free
3930 to engage in political activities so far as he/she is able to do so consistent with his/her obligations
3931 as a faculty member.”

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APPENDIX C
UNIVERSITY CALENDARS

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–2016-2021 University Calendars, in their entirety, will be provided by RWU to RWUFA via electronic means. Advising and Registration dates are currently being worked on to finalize internal administrative processes

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APPENDIX D
ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW

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

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APPENDIX E
SELF STUDY GUIDELINES

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I. Introduction

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When writing their self-studies, faculty members should be guided in their description and analysis of their teaching, scholarship and service, by the works of Ernest I. Boyer in *Scholarship Reconsidered* (Princeton: Carnegie Foundation, 1990) and Charles E. Glassick, et al., *Scholarship Assessed* (San Francisco: Jossey Bass, 1997).

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Boyer provides us with a range of categories for scholarship, which may also be helpful when writing about one's teaching and service. 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.

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Boyer's four categories of scholarship, together with some examples, are as follows:

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

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- Book publication
- Published articles in refereed journals
- Publication of a monograph or creative work

- 3969 • Book chapters
- 3970 • Formal presentations at scholarly or professional meetings
- 3971 • Creative activity: juried compositions, presentations, performances,
- 3972 exhibits and similar projects
- 3973 • Presentation of new knowledge to college community, advisory
- 3974 groups and/or stakeholders
- 3975 • Video publication
- 3976 • Software publication
- 3977 • Editor or referee of a journal
- 3978 • Participation in pedagogy workshops in formal conference and
- 3979 professional meeting settings
- 3980 • Remaining current in the field-specific research regarding teaching and
- 3981 learning
- 3982 • Externally recognized research with undergraduate students
- 3983 • Mentoring, sponsoring, preparing students for, and co-presenting when
- 3984 applicable, student research at conferences and in publications
- 3985
- 3986

3987 (b) Scholarship of Integration. Critical evaluation; synthesis; analysis of
 3988 interpretation of knowledge created by others, often interdisciplinary or
 3989 multidisciplinary in nature. For example:

- 3990 • Develop a multidisciplinary course singularly and/or with a colleague
- 3991 in a field other than one's own
- 3992 • Delivery of a multidisciplinary course singularly and/or with a
- 3993 colleague in a field other than one's own
- 3994 • Development of new programs and academic publication that
- 3995 addresses discipline-related concerns
- 3996 • Scholarly interpretation of existing research or creative activity,
- 3997 including editing and publishing of textbooks for use in multiple
- 3998 disciplines
- 3999 • Publication of authored article in non-academic publication that
- 4000 addresses discipline-related concerns
- 4001 • Organizer of an interdisciplinary conference, meeting, colloquium, and
- 4002 the like
- 4003

4004 (c) Scholarship of Application. Application of disciplinary expertise to the
 4005 exploration and/or solution of institutional or community problems. For
 4006 example:

- 4007 • Consulting
- 4008 • Technical assistance
- 4009 • Policy analysis
- 4010 • Assuming leadership role in professional organizations in a field that
- 4011 relates to the scholarly activities of the faculty member
- 4012 • Performance activities in the field
- 4013 • Service as a judge of artistic or scholarly works

- Serving the government or other similar entity as consultant or technical advisor in an area that relates to the scholarly work of the faculty member
- Incorporating knowledge gained in the field into institutional solutions
- Contributing within and outside of the university by way of experiential learning coursework
- Development of centers or programs designed to advance the discipline of the faculty member
- Published reviews of academic publications
- Professional involvement with the community

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

- Mentoring and sponsoring student research
- Award of external grants for scholarly activity, especially that which involves undergraduate student participation
- Mentoring, sponsoring, preparing students for, and co-presenting when applicable, student research at conferences and in publications
- Participating in formal and informal discussions and workshops regarding teaching and learning with students and colleagues
- Development of innovative teaching materials and strategies
- Revision of curriculum based on current research about effective teaching strategies
- Research, analysis, and presentation on effective teaching strategies
- Externally recognized research with undergraduate students
- Documentation of new approaches to teaching a class or subject
- Development of new or substantially revised academic assessment programs or systems
- Evidence of innovative classroom practices, including use of technology
- Participation in professional development activities for teaching and learning
- Development of new courses and curriculum

Elaborating on Boyer, Glassick proposes a means of assessing the four categories of scholarship. 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) unfolding stages for the scholar participating in any of the four types of scholarship:

1) **Clear Goals**

- Does the scholar state the basic purposes of his or her work clearly?
- Does the scholar define objectives that are realistic and achievable?
- Does the scholar identify important questions in the field?

2) **Adequate Preparation**

- Does the scholar show an understanding of existing scholarship in the field?

4061 Does the scholar bring the necessary skills to his or her work?
4062 Does the scholar bring together the resources necessary to move the project forward?
4063

4064 **3) Appropriate Methods**

4065 Does the scholar use methods appropriate to the goals?
4066 Does the scholar apply effectively the methods selected?
4067 Does the scholar modify procedures in response to changing circumstances?
4068

4069 **4) Significant Results**

4070 Does the scholar achieve the goals?
4071 Does the scholar's work add consequentially to the field?
4072 Does the scholar's work open additional areas for further exploration?
4073

4074 **5) Effective Presentation**

4075 Does the scholar use a suitable style and effective organization to present his or her
4076 work?
4077 Does the scholar use appropriate forums for communicating work to its intended
4078 audiences?
4079 Does the scholar present his or her message with clarity and integrity?
4080

4081 **6) Reflective Critique**

4082 Does the scholar critically evaluate his or her own work?
4083 Does the scholar bring an appropriate breadth of evidence to his or her critique?
4084 Does the scholar use evaluation to improve the quality of future work?
4085

4086 **II. Non-Comprehensive Review for Tenure-Track Faculty**
4087

4088 **COVER SHEET**

4089 This will be provided by the office of the respective Dean in the fall semester and will
4090 include name, rank, and review status (i.e., Non-Comprehensive Annual Review). Faculty
4091 members submitting a self-study are required to complete all sections.

4092 **SECTION A: SUMMARY OF ACCOMPLISHMENTS**

4093 In this section, the use of the verb "list" is intentional.

4094 **1. Teaching Including Developmental Advising**
4095

- 4096 a. Provide a list of courses taught during the previous year.
4097
4098 b. Note any change of significance in content and pedagogy.
4099
4100 c. List the number of advisees and briefly describe your approach to academic
4101 advising. Examples may be included at the option of the faculty member.
4102

4103 **2. Scholarship**
4104

a. List publications, conference presentations, research grants, academic fundraising activities (applications, awards, maintenance) and/or other creative activities.

b. List other professional development activities and indicate how those activities have enhanced your teaching and other work at RWU.

3. Service

- a. List your service activities to
- i. your department/program
 - ii. your school/college
 - iii. your discipline
 - iv. the university
 - v. the community

SECTION B: SUPPORTING MATERIAL

1. Provide a current copy of your curriculum vitae.
2. Provide a copy of the syllabus of each course taught *since your last review*. If there are multiple sections of a single course, include the syllabus for just one of those sections, unless there are significant changes that are worthy of noting.

III. Non-Comprehensive Review for Lecturers

COVER SHEET

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

SECTION A: SUMMARY OF ACCOMPLISHMENTS

In this section, the use of the verb “list” is intentional.

1. Teaching Including Developmental Advising

- a. Provide a list of courses taught during the previous year.
- b. Note any change of significance in content and pedagogy.
- c. List the number of advisees and briefly describe your approach to academic advising. Examples may be included at the option of the faculty member.

2. Service

- a. List your service activities to
- i. your department/program

- 4154 ii. your school/college
- 4155 iii. the university
- 4156 iv. your discipline
- 4157 v. the community

4158

4159 SECTION B: SUPPORTING MATERIAL

4160

4161 1. Provide a current copy of your curriculum vitae.

4162

4163 2. Provide a copy of the syllabus of each course taught since your last review. If there
4164 are multiple sections of a single course, include the syllabus for just one of those
4165 sections, unless there are significant changes that are worthy of noting.

4166

4167 III. Comprehensive Self Study Review

4168 (for Pre-Tenure Comprehensive , Tenure with Promotion to Associate, or Promotion to
4169 Full review)

4170

4171 COVER SHEET

4172 This will be provided by the office of the respective Dean by Commencement Day of the
4173 semester prior to the review and will include name, rank, and review status (pre-tenure, tenure
4174 with promotion, promotion review). Faculty members submitting a self-study are required to
4175 complete all sections.

4176

4177 SECTION A: SUMMARY OF ACCOMPLISHMENTS

4178 1. Executive Summary. While not required, the faculty member under review may
4179 include an executive summary in narrative form that guides the reader through the
4180 document.

4181 2. Teaching

4182 a. Describe your educational philosophy as it applies across your teaching.

4183

4184 b. Provide a list of courses taught. Probationary faculty members undergoing the
4185 pre-tenure comprehensive review should discuss at least four of the courses
4186 taught since their hire. Faculty undergoing review for tenure with promotion
4187 should discuss at least four courses taught since their pre-tenure
4188 comprehensive review. If the faculty member is on an accelerated time line,
4189 the faculty member should discuss at least two courses taught since the pre-
4190 tenure comprehensive review. Faculty undergoing review for promotion to
4191 full professor should discuss at least four different courses taught since the
4192 award of tenure.

4193 c. Describe the outcomes for each course being considered, and, wherever
4194 possible, discuss how they relate to the outcomes of the academic program,
4195 the school/college, and the Mission of the University.

- 4196 d. Describe the following components for each course providing a rationale for
4197 each in terms of the outcomes of the course:
- 4198 i. organization of the course
4199 ii. method of delivery
4200 iii. assignments/activities
4201 iv. examinations or other assessment tools
- 4202 e. Describe student performance in each course and assess the performance in
4203 terms of the outcomes of the course.
- 4204 f. Provide an analysis of the student course surveys
- 4205 3. Advising
- 4206 Describe your approach to academic advising and analyze its effectiveness.
- 4207 4. Scholarship
- 4208 a. List and annotate publications and conference presentations documenting your
4209 research grant or academic fundraising activities (applications, awards,
4210 maintenance of grants), maintenance of certification, and/or creative activities,
4211 and indicate how these activities have enhanced your teaching and other work
4212 at RWU.
- 4213 b. Describe other professional development activities and indicate how those
4214 activities have enhanced your teaching and other work at RWU.
- 4215 c. Provide a statement of your research interests and agenda. See the
4216 Introduction of this Appendix for guidance as to how to apply the Boyer and
4217 Glassick frameworks to this analysis.
- 4218 5. Service
- 4219 a. Describe your service to:
- 4220 i. your department/program
4221 ii. your school/college
- 4222 iii. your discipline
4223 iv. the university
4224 v. the community
- 4225 6. Goals
- 4226 For comprehensive pre-tenure review,
- 4227 a. List your short and long term professional goals for the future

4228 b. Describe how you have met the recommendations offered by the Dean in your
4229 non-comprehensive reviews.

4230 For the comprehensive tenure with promotion and promotion to Full professor reviews,

- 4231 a. List the professional goals you set out in the last comprehensive self-study
4232 b. Describe the extent to which you have met those goals.
4233 c. Describe how you have met the recommendations/concerns outlined by the
4234 Faculty Committee, Dean and Provost in your last comprehensive review.
4235 d. Describe your short and long term professional goals for the future.

4236 SECTION B: SUPPORTING MATERIAL

- 4237 1. Provide a current copy of your curriculum vitae.
4238 2. Provide a copy of the syllabus of each course being considered.
4239 3. Provide copies of relevant materials that you prepared for use in your courses
4240 (representative samples of assignments, examinations, etc.).
4241 4. Provide copies of student course surveys for courses included in the self-study
4242 5. Provide copies of classroom observations conducted since your hire for
4243 comprehensive pre-tenure reviews, and since your last comprehensive review for
4244 tenure with promotion and promotion to Full Professor reviews.
4245 6. Provide copies of research material, professional publications, presentations, grant
4246 material, or documentation of creative activities undertaken. Include evidence of peer
4247 review if applicable.
4248 7. Provide copies of the reports of the Faculty Committees, the Dean and the Provost:
4249 For Probationary and Tenure submissions: for the entire probationary period.
4250 For Promotion submissions: since the most recent comprehensive review.
4251 8. Include any other materials that support your self-study.

4252 V. Comprehensive Self Study Review for Lecturers

4253 COVER SHEET

4254 This will be provided by the office of the respective Dean by Commencement Day of the
4255 semester prior to the review and will include name, rank, and review status (i.e., Comprehensive
4256 Annual Review). Faculty members submitting a self-study are required to complete all sections.

4257 SECTION A: SUMMARY OF ACCOMPLISHMENTS

- 4258 1. Executive Summary. While not required, the faculty member under review should
4259 free from to include an executive summary in narrative form that guides the reader
4260 through the document.
- 4261 2. Teaching
- 4262 a. Describe your educational philosophy as it applies across your teaching.
- 4263 b. Provide a list of courses taught. Lecturers undergoing initial comprehensive
4264 review should discuss at least four different courses taught since their hire. If
4265 four different courses have not been taught, different sections/semesters of
4266 courses should be discussed. Lecturers undergoing a subsequent
4267 comprehensive review should discuss at least four courses taught since their
4268 last comprehensive review.
- 4269 c. Describe the outcomes for each course being considered, and, wherever
4270 possible, discuss how they relate to the outcomes of the academic program,
4271 the school/college, and the Mission of the University.
- 4272 d. Describe the following components for each course providing a rationale for
4273 each in terms of the outcomes of the course:
- 4274 i. organization of the course
- 4275 ii. method of delivery
- 4276 iii. assignments/activities
- 4277 iv. examinations or other assessment tools
- 4278 e. Describe student performance in each course and assess the performance in
4279 terms of the outcomes of the course.
- 4280 f. Provide an analysis of the student course surveys
- 4281 3. Advising
- 4282 Describe your approach to academic advising and analyze its effectiveness.
- 4283 4. Service
- 4284 a. Describe your service to:
- 4285 i. your department/program
- 4286 ii. your school/college
- 4287 iii. the university

- 4288 iv. the community
- 4289 5. Goals
- 4290 For initial comprehensive review,
- 4291 a. List your short and long term professional goals for the future
- 4292 b. Describe how you have met the recommendations offered by the Dean in your
- 4293 non-comprehensive reviews.
- 4294 For subsequent comprehensive reviews,
- 4295 a. List the professional goals you set out in the last comprehensive self-study
- 4296 b. Describe the extent to which you have met those goals.
- 4297 c. Describe how you have met the recommendations/concerns outlined by the
- 4298 Faculty Committee, Dean and Provost in your last comprehensive review.
- 4299 d. Describe your short and long term professional goals for the future.

4300 SECTION B: SUPPORTING MATERIAL

- 4301 1. Provide a current copy of your curriculum vitae.
- 4302 2. Provide a copy of the syllabus of each course being considered.
- 4303 3. Provide copies of relevant materials that you prepared for use in your courses
- 4304 (representative samples of assignments, examinations, etc.).
- 4305 4. Provide copies of student course surveys for courses included in the self-study
- 4306 5. Provide copies of classroom observations conducted since your hire for initial
- 4307 comprehensive reviews, and since your last comprehensive review for subsequent
- 4308 comprehensive reviews.
- 4309 6. Provide copies of the reports of the Faculty Committees, the Dean and the Provost:
- 4310 For initial comprehensive reviews: for the entire period since hired.
- 4311 For subsequent comprehensive reviews: since the most recent comprehensive review.
- 4312 7. Include any other materials that support your self-study.

4313 V. Post-Tenure Review

4314 COVER SHEET

4315 This will be provided by the office of the respective Dean and will include name, rank, and
4316 review status (i.e., Post-Tenure Review). Faculty members submitting a self-study are required
4317 to complete all sections.

4318 SECTION A: SUMMARY OF ACCOMPLISHMENTS

- 4319 1. Provide a short self-assessment report (not to exceed four pages in length) describing
4320 teaching, scholarship and service activities over the preceding eight years as well as
4321 plans and priorities in those areas for the next few years.
- 4322 2. For librarians the short self-assessment shall describe professional competence and
4323 program development; scholarly, professional and/or creative activities and
4324 institutional and/or community service.

4325 SECTION B: SUPPORTING MATERIAL

- 4326 1. The faculty member's current curriculum vitae.
- 4327
- 4328 2. Course syllabi reflecting modifications or innovations adopted since the last
4329 evaluation (where applicable).
- 4330
- 4331 3. The faculty member may elect to submit a letter or letters of support from additional
4332 sources.
- 4333
- 4334

4335

4336 APPENDIX F

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4338

4339 APPENDIX G

4340 DEFINITIONS

- 4341 1. MBU or faculty member: Member of the bargaining unit as defined in ARTICLE I.
- 4342
- 4343 2. MBU holding academic rank: Assistant Professor, Associate Professor, Professor.
- 4344
- 4345 3. Adjunct Faculty MBU: Teaching faculty employed on less than a full-time basis and who
4346 have established membership in the bargaining unit and are paid on a per course basis.
- 4347
- 4348 4. Provost: Chief Academic Officer of the University
- 4349
- 4350 5. President: Chief Executive Officer of the University
- 4351
- 4352 6. President's and/or Provost's "designee": Individual appointed to stand in the stead of the
4353 President and/or Provost, with requisite authority to resolve the subject matter so

delegated.

7. RWU: Roger Williams University or “University”

8. RWUFA: Roger Williams University Faculty Association NEARI/NEA

9. Agreement: The governing collective bargaining agreement between RWU and RWUFA.

10. Release Time: A reduction in faculty teaching load.

APPENDIX H

RWU FACULTY PROFESSIONAL TRAVEL AND DEVELOPMENT POLICY

1. Purpose

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

2. Professional Development Committee

a. Purpose

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

b. Mission

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

c. Committee Membership and Selection

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

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

- Feinstein College of Arts and Sciences (3 total, one per Division)

- 4391 • Gabelli School of Business (1)
- 4392 • School of Justice Studies (1)
- 4393 • School of Engineering, Computing, and Construction Management (1)
- 4394 • School of Architecture, Art, and Historic Preservation (1)
- 4395 • School of Education (1)
- 4396 • Library/Counseling Center (1).

4397
 4398 Elections will be held within each academic unit by April 1st of each academic year to
 4399 designate the PDC representative who will serve through the following academic year. The
 4400 faculty members of the Library and Counseling Center will elect the Library/ Counseling
 4401 Center's representative to the PDC. The faculty members appointed to the committee will
 4402 serve staggered two-year, renewable terms.

4403 **d. Committee Duties**

4404 4405 **1) Initial Meeting**

4406 The PDC will accomplish the following tasks at its initial meeting, to be held prior to June
 4407 1st preceding the academic year for which the PDC is elected to serve:

- 4408 • review and publish the procedures and timetable for submitting requests for faculty
- 4409 professional development funds
- 4410 • review and publish the documentation procedures and processes required for
- 4411 requesting funds
- 4412 • review and publish the limits and guidelines for individual expenses (e.g., cost per
- 4413 mile for driving, hotel expenses, per diem meal rate, etc.), to be consistent with
- 4414 University Travel and Entertainment limits
- 4415 • review and publish allowable expense categories
- 4416 • establish and publish the procedures and priorities by which funds not expended
- 4417 during the year will be distributed at the end of the academic year
- 4418 • establish and publish reasonable limits and guidelines on cumulative annual category
- 4419 expenses per faculty member (e.g., conferences \$1,500/year, professional licenses
- 4420 \$500/MBU/year, etc.)

4421 4422 4423 **2) Subsequent Meetings**

4424 The chair of the PDC will schedule meetings to be held at reasonable monthly intervals
 4425 during the course of the academic year. The chair will notify the committee members of
 4426 meeting times and locations in a reasonable time in advance of the meeting. A majority of
 4427 members must be present to conduct a meeting.

4428 At these meetings, the PDC will consider all outstanding requests for reimbursement
 4429 made by faculty members that have been submitted for consideration in accordance with
 4430 the procedures prescribed below. The PDC will review these requests and determine
 4431 whether the request should be approved, denied, or returned to the faculty member for
 4432 additional clarification or justification.

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

3) Final Meeting

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

3. Definition of Allowable Professional Travel and Development Activities

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

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

4. Definition of Non-Allowable Reimbursement Requests

4472 While it may be desirable under certain circumstances that the university or its students derive
4473 indirect benefit from the use of these funds, the monies allocated under this policy are designed
4474 for those professional development activities for which the faculty member is the direct
4475 beneficiary. Accordingly, the following list (while not inclusive) provides examples of requests
4476 for which reimbursement will be denied

- 4477 • Activities required by the university, either explicitly or implicitly, as a condition of
4478 employment.
- 4479 • Activities for which one or more students are the direct beneficiary to include the purchase of
4480 food, material, equipment or supplies.
- 4481 • Expenses incurred by transporting or accompanying students to required activities.
- 4482 • Student expenses incurred in the preparation, presentation or delivery of student research
4483 projects.
- 4484 • Equipment or materials for use in a faculty member's on-campus office which would
4485 normally be provided by the university such as furniture, bookcases, lighting, computers,
4486 printers, ink, paper, etc.
- 4487 • Expenses already reimbursed through another program, University or otherwise.
- 4488 • Expenses incurred by family members when accompanying the faculty member to
4489 conferences, seminars, etc.

4490 4491 **5. Application Procedures**

4492 To apply for reimbursement for professional travel and development expenses, the faculty
4493 member must comply with the procedures described below as well as any modifications to these
4494 procedures published by the PDC after its initial meeting. The procedures for each request are as
4495 follows:

- 4496 1. Fill out and submit the professional travel and development on-line reimbursement
4497 request form at <http://ACutting.com/pd>.
- 4498 2. Print and sign the acknowledgement. The acknowledgement is provided in the form of an
4499 email sent to the faculty member.
- 4500 3. Submit the signed acknowledgement along with all required documentation to the
4501 designated person. The designated person is usually the administrative assistant of the
4502 department in which the faculty member resides.

4503 4504 **6. Reimbursement Application Deadline**

4505 All requests for reimbursement for an academic year must be submitted by May 1st of that year.
4506 (This deadline may be adjusted by one or two days by the PDC at its Initial Meeting to
4507 accommodate the annual calendar, i.e., when May 1st falls on a weekend. This change should be
4508 communicated to the faculty and administration in accordance with paragraph 2d (1) above.)
4509 These reimbursement requests must be for expenses incurred from May 2nd of the preceding
4510 academic year through May 1st of the current academic year. Requests submitted after May 1st
4511 (including requests submitted during the aforementioned period but not acted upon because of
4512 incomplete documentation) will not be considered for the current academic year but will be

4513 automatically carried forward to the following academic year for consideration and possible
4514 reimbursement against the faculty member's then current academic year allocation

4515 **7. Supporting Documentation**

4516 All requests for reimbursement must be accompanied by appropriate documentation as described
4517 below:

- 4518 • Except, as otherwise provided below, all requests must be supported by copies of checks,
4519 cash receipts, credit card statements or other generally accepted forms of documentation.
4520 Original receipts should not be submitted as they will not be returned.
- 4521 • Requests in the conference category must be supported by an official announcement (printed
4522 or email), brochure, catalog, Web page, or other documents showing place, dates and cost.
- 4523 • Meal expenses up to the per diem need not be supported by documentation.
- 4524 • Travel expenses exceeding the "30-day advanced purchase coach class rate" must include
4525 justification for the additional expense.
- 4526 • Equipment purchased using professional travel and development funds must be used
4527 exclusively (at least 95%) for professional development activities and in furtherance of the
4528 faculty member's official duties within the university. All equipment requests must be
4529 accompanied by a signed statement to that effect, a detailed description of the ways in which
4530 the equipment contributes to professional development, along with a statement by the
4531 member's department chair/program coordinator/director as well as the dean of the school.
- 4532 • Expenses accrued for future attendance at conferences, seminars, etc may be reimbursed only
4533 if the expense has actually been incurred. (Examples include payment of a conference
4534 attendance fee, airline tickets, or hotel deposits.) Following the activity, the faculty member
4535 may submit a second reimbursement request for additional expenses incurred in conjunction
4536 with the attendance (meals, hotel, mileage, taxi, etc.).

4537 4538 **8. Calculation of Amounts Reimbursed**

4539 Faculty members will be reimbursed for approved requests up to the amount specified in the
4540 *Faculty Contract* for the current academic year. Requests for reimbursement that exceed the
4541 individual contractual amount may be submitted by a faculty member and will be reviewed and
4542 acted upon by the PDC. Such approved requests will be entered into the professional
4543 development data management system but will not necessarily be reimbursed. As of May 2 of
4544 each year, unused professional travel and development funds may be allocated by the PDC to
4545 those faculty members with approved reimbursement requests that exceed the individual
4546 reimbursement. This disbursement will be made in accordance with the guidelines established by
4547 the PDC at the Initial Meeting and published prior to the beginning of the academic year. Since
4548 ideally, every faculty member will be fully engaged in professional development and, therefore,
4549 use all of his/her professional development funds, no faculty member should rely on
4550 reimbursement beyond the annual contractual amount.

4551

4552 **9. Determination of Professional Travel and Development Funds**

4553 As of September 15th of the academic year, the Office of Finance, after consultation with the
4554 Office of the Provost, will determine the total amount of funds allocated for professional travel
4555 and development. This amount will be communicated, in writing, along with a list of eligible
4556 faculty members, to the Chair of the PDC.

4557 **10. Audit of Selection for and Expenditure of Professional Development Funds**

4558 Monthly, the Professional Development Committee shall maintain and publish such records of
4559 expenditures for professional development for review by MBU's, the University through the
4560 Office of the Provost, and/or the Board of Trustees' Audit Committee.

4561

4562

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.

ENFORCEMENT

The university will fully investigate all charges of sexual harassment filed pursuant to this policy and render a deliberative finding, taking immediate corrective action in cases where the record so warrants. Individuals found to have engaged in such misconduct shall be accordingly disciplined. This misconduct is grave on its face and terminable. Supervisory personnel who witness what they

believe is harassing conduct of subordinates or colleagues or are in receipt of formal or informal allegations of such conduct are obligated to report same to the university through the procedures detailed below.

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

EDUCATION AND TRAINING

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

CONFIDENTIALITY

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

RETALIATION

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

MALICIOUS ALLEGATIONS/ACTIONS

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

ELECTION OF REMEDIES

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

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

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

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

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

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

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

STEP 1 – INTERVENTION

This process is prerequisite to formal hearing and the recording of the university's official, investigated findings of whether or not sexual harassment has occurred and/or whether a malicious claim has been filed. It provides no specific sanctions but addresses each matter individually, as confidentially as practicable, and seeks formal resolution by written agreement

of all parties to the conduct alleged by the accused, to be gender based, harassing, unwelcome, and intolerable.

The intervention process shall include the following:

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

The intervention may include the following:

1. Interview, by an intake agent, of the accused, setting forth the allegations and making record of the response, complete with specific information as to rebuttal witnesses and other information offered that is conducive to resolution.
2. Discussion with both accuser and accused of formal resolution to which each would agree in writing before involving testimony and evidentiary practices that may erode the confidentiality of the complaint and the parties.
3. If both parties are amenable to formal resolution at the intervention step as proposed by the university through its intake agents(s), a formal agreement will be prepared by the Office of General Counsel after consultation and debriefing with the intake agent, provided to accuser and accused for signing and then implemented according to its terms.

TIME LIMITS

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

STEP 2 – FACT FINDING

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

1. The record established at Step 1 shall be forwarded to the designee (Factfinder) of the President.
 - a. If the matter involves the Office of the President, the Factfinder will be the Office of General Counsel.
2. From inception of Step 2 through formal finding by the Factfinder, not more than sixty (60) calendar days shall elapse absent special circumstances and in no event shall more than ninety (90) days elapse, except by consent of the parties.
3. The Factfinder shall review the record established at Step 1 and investigate the allegation(s) further as warranted. This investigation, as illustrative of the search for credible facts, would include:
 - a. Re-examination of the accuser and/or accused as warranted.

4792 EMPLOYMENT DISCRIMINATION ENFORCEMENT AGENCY
4793 Rhode Island Commission for Human Rights, Ten Abbott Park Place, Providence, RI 02903
4794 (401-277-2661).
4795

4796 *Revised January 24, 2012*

4797

APPENDIX J

ROGER WILLIAMS UNIVERSITY FAMILY LEAVE POLICY & PROCEDURE

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

I. Available Leave

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

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

An eligible employee may extend the twelve (12) week period to one qualifying thirteen (13) consecutive week period during alternate calendar years and/or may

4845 qualify for an additional thirteen (13) consecutive week leave in the same year as
4846 the up to twelve (12) week leave. (See provision II.A.1. below)
4847

4848 An employee, in addition to the leaves described above, may take up to ten (10)
4849 hours of leave during a defined twelve (12) month period to attend bonafide
4850 school-related activities, for their biological, adopted or foster care child or
4851 otherwise legal ward, upon at least twenty-four (24) hours notice of the need for
4852 leave. This leave is unpaid but an employee's accrued vacation leave may be
4853 used to supplement part or all of the leave on an hour for hour basis at the
4854 employee's discretion.
4855

4856 II. Leave Limitations

4857
4858 A. Leave under provisions I. A., B., C., D. and E. above qualify for leave
4859 up to twelve (12) weeks alone or in combination with each other during each
4860 defined twelve (12) month period set out below and also qualify for the
4861 alternate year extension from twelve (12) to thirteen (13) weeks if the thirteen
4862 (13) weeks are consecutive. Leave under provision I. F. above qualifies for
4863 leave up to twenty-six (26) weeks alone or in combination with I.A., B., C. ,
4864 D. and E. during each defined twelve (12) month period set out below.
4865

4866 1. All other qualifying conditions being met, a employee may
4867 be able to take both up to a twelve (12) week leave under
4868 this policy and governing law and a thirteen (13)
4869 consecutive week leave within the same year if the up to
4870 twelve (12) week leave is for any reason other than to care
4871 for parents-in-law and an employee otherwise qualifies for a
4872 thirteen (13) consecutive week leave to care for a parent-in-
4873 law under provision I.C. above.
4874

4875 B. While the University may, at its complete discretion, or under other
4876 express, governing policies of employment, authorize leaves of
4877 absence either of greater duration or for other purposes, the foregoing
4878 represents the maximum amount of leave, either alone or in
4879 combination, under this policy and governing State and Federal law.
4880

4881 C. For leaves taken pursuant to provision I. A. or B. above, the maximum
4882 twelve (12) week period must commence prior to the child's first year
4883 following birth (I. A.) or prior to the first anniversary date of an
4884 adoption or foster care placement (I. B.).
4885

4886 D. The twelve (12) week period amounts to sixty (60) work days that may
4887 be taken as set out in II.F. below.
4888

4889 E. The twenty-six (26) week period amounts to one hundred thirty (130)
4890 work days that may be taken as set out in II.F. below.
4891

4892 F. The twelve (12) week leave or twenty-six (26) week leave may be
4893 taken on a consecutive week, intermittent weeks or reduced-time basis

as follows:

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

III. Leave Validation

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

- A. Both provision I.A. and B. leaves must be validated, at the University's request, as to the enabling facts of the leave. For example, it must be established by the applicant for leave hereunder that he/she is the parent, within the express meaning of that term as hereinafter defined.
- B. Leave, under provision I.C. & I.F. above, must be validated by a written certification from a qualified, licensed, health care provider, that the employee is needed and able to provide care directly related to and on account of an acutely or chronically debilitating health condition requiring hospitalization and/or continuing licensed health provider intervention and treatment. The certification must also specify the debilitating condition and

the prognosis for abatement or recovery with medical opinion as to time anticipated for abatement or recovery. Finally, upon request by the University, the employee must validate, through reasonable means, the enabling family relationship. Nothing herein relieves an employee of the responsibility to provide certification(s) in accordance with this policy.

- C. Leave, under provision I.D. above, must be validated by a written certification of expert opinion by a qualified, licensed health care provider, describing, with reasonable specificity, the debilitating illness or other work debilitating health related condition as well as its disabling onset, affect and anticipated duration.
- D. Leave, under provision I.E. must be supported by a certification issued at such time and in such manner as the Secretary of Labor may by regulation prescribe. If the Secretary issues a regulation requiring such certification, the employee shall provide, in a timely manner, a copy of such certification to the University.
- E. Leave under any and all enabling provisions set out above, must be requested and validated as set out herein for thirteen (13) consecutive weeks to enable the additional week leave in alternate years.
- F. Under leave enabling provisions I.C. and D. above, when the University reasonably believes a submitted certification is suspect, it may require a second opinion from a licensed health care provider who is qualified in the field of the contended disability/illness. An opinion concurring with the employee's submitted validation shall result in leave validation. An opinion dissenting from the employee's submitted validation shall result in referral, as set out hereunder, to a third, independent health care provider, qualified in the field of the contended disability/illness, for final, binding opinion either validating or invalidating the leave.
 - 1. Referral for a third, binding health care professional's opinion shall be by agreement of the employee-selected health care provider and the University-selected health care provider. Failing agreement, referral shall be by agreement of the employee and the University. Failing secondary agreement, referral shall be made by the University.
 - 2. Both second and third health care provider's opinions shall be arranged and paid for by the University.
 - 3. The University will provide employees who submit incomplete or insufficient certifications with seven calendar days to cure the deficiencies. The University will identify, in writing, the specific information needed to make the certification complete and sufficient. The University may deny Family Leave to employees who fail to cure.

- 4992 **G.** While an employee is on Family Leave, pursuant to provisions I.C.,
4993 D. or F. above, the University may request and is then entitled to periodic
4994 formal updates or re-certifications as appropriate to the original certification
4995 parameters. The University-imposed requirement for update or recertification
4996 hereunder shall not be unreasonably applied, and the University will consider,
4997 in good faith, the necessity and frequency of the update or revalidation, unique
4998 to each individual
4999 leave based upon the nature and parameters of the original certification
5000 and any factual change in individual circumstance.
5001
- 5002 **H.** Prior to an employee's return to the University from leave provided
5003 pursuant to provision I.D. above, the University may request and
5004 receive health care provided certification that the employee on leave is
5005 no longer work disabled from the originally certified health condition
5006 and can return to the workplace as sufficiently recovered to perform
5007 the regular, necessary functions of the job. The University will
5008 cooperate fully with the health care provider in making this assessment
5009 by providing, if necessary, a position description and/or thorough
5010 discussion of the dimensions of the position not easily gleaned from
5011 such position description.
5012
- 5013 **I.** All medical records provided in accordance with policy and consistent
5014 with law shall remain confidential with the University and within the
5015 University, shall remain disclosable only to the Office of Human
5016 Resources or those employees of the University with a need to know
5017 the certified rationale, including by way of illustration, the President,
5018 **Chief Human Resources Officer, Senior Vice President for Finance &**
5019 **Administration and Senior Vice President** and General Counsel or their
5020 express designee(s). The employee may choose to disclose the health
5021 condition diagnosis to his/her immediate supervisor or others, in which case
5022 the legal confidentiality of the information is waived with respect to such
5023 agents to which such information is disclosed or to which disclosure is
5024 reasonably to be anticipated by the employee's disclosure.
5025

5026 **IV. Leave Prerequisites**

5027 **A. Prerequisite to the Twelve (12) Week Family Leave and/or** 5028 **Twenty- Six (26) Week Family Leave**

- 5029
- 5030
- 5031 1. An employee must have worked for the University at least one
5032 (1) year (365 days) prior to commencement of leave. However,
5033 the time need not be consecutive nor need it be full-time.
5034
- 5035 2. An employee must have worked a minimum of one thousand
5036 two hundred fifty (1,250) hours in the year (12 consecutive
5037 months) immediately preceding the leave for any and all leaves
5038 under provision I., above.
5039
- 5040 3. The hours prerequisites set out above refer to actual hours

worked at the University and do not refer to excused or unexcused absences.

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

1. An employee must have been employed by the University for twelve (12) consecutive months in at least a thirty (30) hour per week position prior to the leave. Therefore, the employee requesting leave must have actually worked for one thousand five hundred sixty (1,560) hours as prerequisite for the leave.
2. The thirteen (13) week leave will then be available after the passing of at least another full year consisting of 1,560 hours of work (an average of thirty hours of work per week) as set out in provision B.1. immediately above.

V. Leave Year

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

VI. Leave Entitlements

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

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

- 5090
- 5091 **B. Health Benefits:** That health benefits coverage in effect and covering
- 5092 the employee immediately prior to leave shall be maintained
- 5093 throughout the period of family leave subject only to program
- 5094 participation and parameters alteration as appropriately negotiated
- 5095 and/or implemented, consistent with law.
- 5096
- 5097 **C. Other Benefits:** Other benefits available to employees on leave shall
- 5098 be governed by the provision applicable to the leave. If, for example,
- 5099 the employee is drawing paid sick leave while depleting Family Leave,
- 5100 the provisions of sick leave policy not inconsistent with this policy and
- 5101 law shall govern, while the provisions of unpaid leave policy that are
- 5102 not inconsistent with this policy and law shall govern an unpaid
- 5103 family leave.
- 5104
- 5105 **D. Reinstatement:** A employee ready and able to return to his/her
- 5106 position of employment immediately following exhaustion of family
- 5107 leave will be returned to his/her position or, at the University's
- 5108 discretion, to an equivalent position with equivalent pay and benefits
- 5109 unless the employee would have been terminated in the absence of any
- 5110 leave (e.g., layoff, contractual non-reappointment, just cause
- 5111 independent of the leave or natural term expiration of a terminal or
- 5112 temporary position of employment).
- 5113

5114 VII. Definitions

5115

- 5116 **A. Child:** A child is the biological, adopted or formally placed, foster
- 5117 care child, step child or legal ward of the employee requesting leave
- 5118 and under eighteen (18) years of age or eighteen (18) years and over
- 5119 but certifiably incapable of self-care because of mental or physical
- 5120 impairment.
- 5121
- 5122 **B. Parent:** A parent is the biological or legally recognized parent of a
- 5123 child. For the thirteen (13) week leave set out above and pursuant
- 5124 to provision I.C. above, a parent shall include parents-in-law.
- 5125
- 5126 **C. Spouse:** A spouse is the University-recognized, spousal partner of
- 5127 the employee requesting leave, as defined by University policy and
- 5128 covered by University procured health insurance carrier applicable to
- 5129 employee. Where spouses are both employees of the University,
- 5130 leave under I.A. through I.F. above shall not exceed the maximum
- 5131 leave for one eligible employee. **Roger Williams University and**
- 5132 **Roger Williams University School of Law Benefits Information**
- 5133 **Regarding Same-Sex Spouses & Domestic Partners is**
- 5134 **incorporated by reference hereto in all respects as it affects eligible**
- 5135 **employee and those receiving the care of eligible employees.**
- 5136
- 5137 **D. Serious illness or health related condition:** This is defined as an
- 5138 illness, injury, physical or mental impairment or condition that

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

E. Health Care Provider: A "health care provider" is defined as any doctor of medicine or osteopathy, podiatry, optometry, or psychiatry or any nurse practitioner, licensed physician's assistant (authorized to render health care diagnoses and certification of the type and character sought by employee and presented to University as enabling family leave in accordance with this policy) or psychologist performing within the scope of their licensed practice as defined under law.

F. Next of Kin: A "next of kin" is the nearest blood relative of the employee.

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

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

VIII. Jurisdiction

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

Last Revised May 2009

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;
- **Unauthorized** utilization of RWU research findings, facilities or derivative tangible or intangible products for private financial advantage, direct or indirect;
- **Unauthorized** utilization of privileged, proprietary RWU information, gained through a position with RWU, including any affiliated enterprise, for utilization in private business or in private, non-RWU-affiliated research or consulting endeavors;
- **Unauthorized** exertion of intentional, direct or indirect influence in contractual matters or other operational matters between RWU (including its affiliates) and any private enterprise in which a personal, financial, proprietary, familial and/or political interest is involved;
- **Unauthorized** acceptance or extension of other than diminimus monetary, personal or other reasonably discernible favors from or to a private enterprise with which RWU conducts business or persons with whom RWU conducts business;
- **Unauthorized** engagement of an RWU student or another University Party as an employee, consultant, or third party contactor of a business, research or consulting venture in which the University Party holds a significant ownership or financial interest;
- **Undisclosed** familial relationship with students or University Parties where one party to the relationship holds either decisional authority, recommending authority, or significant influence over the academic, economic and/or employment standing of the other party;
- **Solicitation or acceptance of personal favors** (including sexual favors) from students or other University Parties or third party contractors in return for positive academic evaluation, financial consideration, improvement in employment status or other significant consideration related to RWU operations;
- **Undisclosed and unauthorized** maintenance of an interest in both a private intellectual, professional, scientific, or technical endeavor and an RWU or affiliated endeavor in the same or a similar intellectual, professional, scientific and/or technical field.

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

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

D. PROCEDURES

1. Disclosure

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.

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.

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

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.

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.

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

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.

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

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

Policy Reauthorization _____ / _____
Dr. Donald J. Farish, President Date

5340 ROGER WILLIAMS UNIVERSITY
5341 CONFLICT OF INTEREST DISCLOSURE FORM
5342

5343 Name: _____
5344

5345 Title: _____
5346

5347 University Affiliation: _____
5348

5349 Please indicate the following: _____ Annual Disclosure _____ Relationship/Act/Event Based
5350 Disclosure
5351

5352
5353 Please answer all questions. Refer to the Conflict of Interest Policy as needed. For “yes”
5354 answers please provide details on a separate sheet of paper. Remember, if in doubt, it is always
5355 in your best interest to disclose.
5356

5357 Yes No
5358

5359 Do you or any member of your immediate family¹ have a consulting relationship or
5360 position with, or a financial interest in, any of the following:
5361

5362 _____ a sponsor of your research?
5363

5364 _____ a business that your work at RWU could either advance, evaluate or further develop
5365 (e.g. a business that markets, produces or has in pre-market testing a commercial
5366 product or product line)?
5367

5368 _____ any other business in which there could be an appearance of a conflict of interest or
5369 which could reasonably appear to be affected by your research interests or
5370 educational activities?
5371

5372 _____ Apart from any items disclosed above, have you performed consulting or engaged
5373 in outside employment during the past year?
5374

5375 _____ Do you or any member of your immediate family have outside (non-RWU)
5376 professional or income producing activities involving either RWU students or staff?
5377

5378 _____ Do you or any member of your immediate family have a relationship or hold a
5379 position or appointment with, or a financial interest in, any entity that – to the best
5380 of your knowledge - does business, or is seeking to do business, with RWU?
5381
5382

¹ “Immediate family” is your spouse, or domestic partner (consistent with University health benefits policy and procedure) and dependent children, including stepchildren.

5383 ___ ___ During the past year, have you or any member of your immediate family accepted
5384 any gift (including cash), favor, services, travel, entertainment, or hospitality with a
5385 value in excess of \$50 from any individual or entity that – to the best of your
5386 knowledge - does business, or is seeking to do business, with RWU?

5387
5388 ___ ___ During the past year, have you utilized RWU facilities or resources, or time during
5389 working hours, for non-RWU pursuits or purposes?

5390
5391 ___ ___ Do you have any familial relationships with RWU students or staff where you are in
5392 a position to influence (directly or indirectly) their academic, economic or
5393 employment standing with the University?

5394
5395 ___ ___ Do you or any member of your immediate family have a family relationship or non-
5396 university business relationship with any RWU officer, director, trustee or key
5397 employee? (*Key employee is defined as an employee who has reportable*
5398 *compensation in excess of \$150,000 for the calendar year, has significant*
5399 *responsibilities, and is one of the top 20 highest compensated employees. If you*
5400 *have a family or non-university business relationship with an employee not*
5401 *heretofore disclosed, please contact the Office of General Counsel to discern*
5402 *whether such individual is considered a "key employee" under applicable law.*)

5403
5404 ___ ___ Is there any other potential, apparent or real *financial* conflict that could result in a
5405 personal financial benefit to you or any member of your immediate family, as
5406 related to any personal influence you have in RWU operations, academic or
5407 business decisions?

5408
5409 ___ ___ Do you or any member of your immediate family have any *other* potential, apparent
5410 or real non-financial conflict, including relationships, commitments or participation
5411 in activities, including uncompensated activities, that may compromise your
5412 decisions or judgment in carrying out your RWU responsibilities?

5413
5414 ___ ___ Is there any other relationship or are there or matters or activities of which you wish
5415 to make RWU aware in the context of the Conflict of Interest Policy?

5416 AFFIRMATION

5417
5418 I affirm that I have reviewed the Conflict of Interest Policy, that I understand the Conflict of
5419 Interest Policy, and that the information provided in this Disclosure and any attached pages is
5420 true, accurate, and complete to the best of my knowledge.

5421
5422
5423 Signature: _____ Date: _____

5424
5425 RETURN this form and any attached additional pages of disclosure items to your supervisor or
5426 the Office of General Counsel.

5427
5428 For questions or additional information please contact the Office of the General Counsel at
5429 x5379.

5430

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

5480 both in approved academic programs and in RWU directed or formally authorized services
5481 pursuant to and within the scope of defined activities deemed by RWU to be in the best interests
5482 of RWU. This policy and its applicable parameters also applies to volunteers who, with prior
5483 written authorization of the President and pursuant to and within the scope of such authorized
5484 direction, are providing services, in good faith, for and in the best interests of RWU.

5485

APPENDIX M

ROGER WILLIAMS UNIVERSITY & ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW

BENEFITS INFORMATION REGARDING SAME-SEX SPOUSES & DOMESTIC PARTNERS

Overview

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

Same-Sex Spouses

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

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

Domestic Partners (effective January 1, 2008)

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

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

Benefits (Same-Sex Spouses & Domestic Partners)

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

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

Available Benefits

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

Contingent Benefits

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

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

Tax Consequences (Same-Sex Spouses & Domestic Partners)

5581
5582 **IMPORTANT:**
5583

5584 Federal and state law does not recognize a same-sex spouse or domestic partner as a legal
5585 spouse for federal and state income tax purposes. Therefore, any tuition remission
5586 benefits and the University contribution to the medical and dental plans for the same-sex
5587 spouse, domestic partner, same-sex spouse/domestic partner's dependent(s) coverage are
5588 considered taxable income to the employee and must be included in the employee's bi-
5589 weekly paycheck as taxable income for both federal and state purposes. In addition, any
5590 medical and dental premium cost the employee is required to contribute for same-sex
5591 spouse, domestic partner, same-sex spouse/domestic partner's dependent(s) coverage
5592 must be contributed as an after-tax deduction. By accessing same-sex/domestic partner
5593 benefits, the employee agrees that it is his/her responsibility to pay all applicable taxes
5594 and authorizes the University to withhold necessary taxes via standardized payroll
5595 deduction.
5596

5597 The above tax matters *do not apply* if the same-sex spouse, domestic partner, same-sex
5598 spouse/domestic partner's dependent(s) meet the definition of "dependent" under Section
5599 152 of the Internal Revenue Code (a "Tax Certification of Dependency" form must be
5600 completed and submitted).
5601

5602 Any additional tax consequences incurred by the employee may *not* be used to satisfy an
5603 employee's maximum premium share contribution to his/her medical and/or dental
5604 insurance. The above imputed income amounts are *not* added to the employee's
5605 compensation base for group life insurance, disability benefits, or retirement plan
5606 contributions.
5607

5608 Employees are encouraged to speak with their own tax advisor if they have questions
5609 regarding the tax treatment of certain benefits.
5610
5611

APPENDIX A

DECLARATION OF DOMESTIC PARTNERSHIP

[BCBSRI Form 7-04]

Employee Name

Domestic Partner Name

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

☐ ☐ We are at least eighteen (18) years of age and are mentally competent to contract.

☐ ☐ Neither of us is married to anyone.

☐ ☐ We are not related by blood to a degree, which would prohibit marriage in our state of legal residence.

☐ ☐ We reside together and have resided together for at least one (1) year.

☐ ☐ We are financially interdependent and can demonstrate such interdependence by attaching the Required Documentation listed in paragraph 7 of this Declaration.

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

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

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

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

☐ ☐ The next plan year in which the coverage is changed;

☐ ☐ Termination from the benefit plan due to ineligibility takes place;

☐ ☐ The domestic partnership is terminated; or

☐ ☐ As for coverage of the domestic partner's children:

a) The death of the enrolled domestic partner; or,

b) A change in the eligibility status of my partner's children (if applicable) takes place.

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

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

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

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

(1) Relationship Contract.

Relationship Contract – A written agreement which has been executed by the parties, and which at a minimum, provides that each party is obligated to provide support for the other party, AND provides, in the event of the termination of the relationship, for equal division of any property acquired during the relationship.

(2) Joint mortgage or joint ownership of primary residence.

(3) The domestic partner has been designated as a beneficiary for the employee's will retirement contract or life insurance.

(4) To satisfy this item proof of two (2) of the following items is needed (check two):

☐ ☐ joint ownership of vehicle

☐ ☐ joint checking account

☐ ☐ joint credit account

☐ ☐ joint lease

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

Employee Signature Date

Domestic Partner Signature Date

Employee SS #

Domestic Partner SS #

APPENDIX B

TERMINATION OF DOMESTIC PARTNERSHIP

I, _____ (print name) do hereby declare that I no longer have a domestic partnership with _____ (print name of former domestic partner).

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

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

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

| | |
|-------------------------------|-----------------------------------|
| _____ (Employee Signature) | _____ (Social Security Number) |
| _____ (Department) | _____ (Date) |

Received by: _____ Date: _____
(Benefits Manager or designee)

□