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

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

B. SEVERABILITY

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

C. NON-WAIVER

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

D. NO STRIKE/NO LOCKOUT

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

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

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

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

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

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

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

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

The University agrees to provide the RWUFA with all information necessary to effectively bargain and/or maintain the collective bargaining agreement as provided under the N.L.R.A. and any other federal statute. Disputes under this section shall be submitted to arbitration under the rules of the A.A.A.

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

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

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

**ARTICLE V**

**RIGHTS of INDIVIDUALS**

A. **ACADEMIC FREEDOM --**

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

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

B. **PERSONAL FREEDOM --**

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

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

C. **PERSONNEL FILES**

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

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

The "professional file" shall contain documents related to: the MBU's original application and appointment; performance evaluations and materials submitted therewith; records of educational and professional achievement, honors, or other 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.
MEMBERSHIP - No MBU shall be required to join the Roger Williams University Faculty Association (RWUFA) as a condition of employment. No MBU shall be discriminated against by either RWU or the RWUFA on account of membership or non-membership in the RWUFA. RWU agrees that a statement explaining the rights and obligations of MBUs under the terms of this section will be included in all offers of employment. Additionally, both RWU and the RWUFA agree to provide an opportunity to newly hired MBUs for a full explanation of the rights and obligations under the terms of this section, in a scheduled or special orientation forum where both RWU and RWUFA designees are present.

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

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

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 contract hours) for a total of twelve contract hours during the semester in which he or she teaches an architecture 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 course;
studio course, for a total of 21 contact hours during the academic year.

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

3. Graduate instruction requires a higher level of scholarship and research than undergraduate instruction. Faculty who teach graduate courses will be expected to meet these requirements. Therefore, faculty members' regular teaching loads will not exceed eighteen (18) contact hours per year in any year in which they teach one or more graduate course(s). A faculty member who has a teaching load of eighteen (18) contact hours as the result of teaching a graduate level course in an academic year shall not be scheduled for an overload course during that year. Exceptions to the prohibition on overload set forth herein may be granted with approval of the Provost upon the recommendation of the dean.

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

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

During the period from July 1 – June 30, MBUs will not teach, whether day, evening, intersession or summer session, more than the equivalent of six courses, in addition to their normal two semester load. Each accumulation of ten (10) independent or online studies during this period will be considered the equal of one course. Fractions of this equivalency will not be counted in the total course calculation. Exceptions to this limit may be granted by the Provost.

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

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

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

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

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

11. Full-time Lecturers (not eligible for tenure, but eligible for successive annual contracts) may be assigned no more than eight (8) three-hour courses of 24 contact hours within load during fall and spring semesters. These faculty members shall not have a reduced load for teaching at the graduate level.

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

13. First year tenure track MBUs who have no prior full-time teaching experience will be given a 3-3 course load in their first year.

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.
F. I. LECTURERS

1. Lecturers will have the same service and advising responsibilities as tenure-track faculty.

2. Concerning the issue of right of first priority, Lecturers will be between tenure-track faculty and adjunct faculty.

3. Concerning retrenchment, Lecturers will be placed between tenure-track faculty and adjunct faculty.

4. Lecturers will be hired in the same manner as tenure-track faculty.

5. The overload rules that apply to Lecturers will be the same as those for tenure-track faculty.

6. Lecturers will be entitled to the same academic freedom as tenure-track faculty.

7. Lecturers will be entitled to professional development up to a maximum amount equal to, and capped at, one-third of the base amounts set forth in Article XIV, Section E.5. through a fund that is separate from full-time faculty. Lecturers are not eligible for Foundation course releases or grants.

8. After a successful third year review, Lecturers may be eligible for up to three-year contracts and be subject to three-year comprehensive reviews thereafter.

9. Denial of re-appointment shall not be for arbitrary or capricious reasons.

10. RWU shall not move or reclassify tenured or tenure-track faculty as Lecturers as a result of performance evaluations.

G. RESPONSIBILITIES OF MBUs

1. All MBUs

   a. MBUs will be guided in their professional conduct by the statement of Faculty Professional Ethics attached to this Agreement as Appendix A, which was drawn from the A.A.U.P. Statement on Professional Ethics (originally adopted in 1966, and revised in 1987 and 2009).
b. Faculty MBUs shall meet all scheduled assignments unless prior arrangements have been communicated to the dean of the appropriate school or college.

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

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

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

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

f. MBUs will cooperate in RWU program assessment and review. Course evaluations specific to program assessment and review shall not be used by RWU for the purposes of professional performance evaluation of MBUs.

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

h. All MBUs have been designated “Responsible Employees” under Title IX of the Education Amendments of 1972, and as designated Responsible Employee, the MBU is required to report any claims of sexual harassment or violence to the Title IX Coordinator or Deputy Title IX Coordinator. The University will inform all MBUs of the names and contact information of the Title IX Coordinator and Deputy Title IX Coordinators, and keep such information current.
At the start of each academic year, all faculty MBUs must place on file with the dean's office a copy of her or his current academic vitae. By agreement with the dean, vitae may be submitted in electronic format.

2. Full-time Faculty

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

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

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

c. attend Commencement.

d. keep regularly scheduled office hours for no less than one (1) hour per week for each three contact hours of course instruction to be scheduled over a minimum of three (3) days. Such hours shall be posted and announced in a manner which will make students and advisees aware of the hours during which he/she is available. Faculty members assigned to teach evening classes must set a reasonable portion of their office hours in the evening. Faculty members teaching online courses must set a reasonable portion of their office hours online to accommodate students in 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
Except and only as such will result in financial emergency as defined in
ARTICLE (XI), RETRENCHMENT the University will maintain a ratio of no
more than 16 full-time equivalent students to 1 full-time equivalent faculty
member across the University as a whole, but not including continuing education
students. Each year, between May 1st and June 30th, RWU will provide the past
year’s ratio to the RWUFA upon request to the Provost, in writing. If the ratio of
full-time equivalent students to full-time equivalent faculty is greater than 16 to 1,
RWU will be given one academic year to remedy the ratio imbalance. Failing
reaching the ratio in the next annual report, RWU will hire accordingly until the
agreed upon ratio is at least reached within that year.

I. UNIVERSITY CALENDAR, HOLIDAYS and CATALOG

1. University Calendar

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

2. Holidays

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

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

b. Monthly accrual increases for MBUs who have completed 10
years of service, starting in their 11th year of service through
their 20th year of service up to 25 days per year for 12 month
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
place to meet with their students and store educational materials.

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

K. PARKING SPACE

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

1. All MBUs must park in designated parking spots.

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

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

4. Double parking is not permitted.

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

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

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

L. RIGHTS OF FIRST PRIORITY AND CONSIDERATION

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

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

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

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

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

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

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

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

M. DEPARTMENT CHAIRS

1. Purpose and Description

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

2. Appointment and Qualifications

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

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.
b. Submit and supervise departmental budgets and administer expenditures of departmental funds in accordance with protocol set by the dean.

c. Balance the workload of department members by: supervising and approving course schedules and teaching assignments; manage advising assignments; and coordinate other faculty responsibilities to the department.

d. Recommend equipment and supplies for purchase, project space and equipment needs for the department, and exercise general responsibility for departmental facilities and equipment.

e. Prepare, for submission to the dean, descriptions of majors and courses and other departmentally-related copy for RWU publications, such as catalogues and promotional brochures.

f. Recommend major and minor and core requirements to the appropriate School/Senate committees.

g. Recruit adjunct faculty members and assign them to departmental courses and activities.

h. Encourage effective classroom teaching, including the application of both innovative and conventional teaching techniques, and perform periodic classroom visitations.

i. Encourage faculty research, writing and creative activity, including representing prioritized values and goals of the University.

j. Evaluate full-time faculty and make recommendations regarding performance driven opportunities.

k. Conduct regular and special departmental meetings as may be required.

l. Assisting with and organize faculty participation in the active recruitment of students.

m. Arrange for departmental approval of independent studies, including tutorials, research projects, and internships.
n. Encourage a stimulating intellectual climate for students and faculty in the discipline through such programs as lectures and presentations of research work.

o. Assist in the staffing of the department by exhibiting a leadership role in faculty and staff searches.

p. Coordinate assessment activities of courses and programs offered by the department.

q. Support their faculty in developing and maintaining a curriculum that bridges theory and practice and may be interactive with other disciplines.

r. Other duties as agreed to by the dean and the chair.

4. Compensation of Department Chairperson

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

N. PROGRAM COORDINATORS and PROGRAM DIRECTORS

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

A Program Coordinator or Program Director, a member of the faculty, may serve part-time in a variety of functions within the University. As the term is used within the bargaining unit, the position may include responsibilities similar to those of a Department Chairperson. Alternatively, the position may include a variety of duties related to specific academic programs or an amalgam of courses that may be within 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
applicants for the position. The position shall be posted to members of the
bargaining unit for 14 calendar days during which time members of the
bargaining unit shall be invited to make application for the position. The
position shall not be filled until the 14 calendar days have expired.

O. CAMPUS ASSIGNMENT AND REIMBURSEMENT OF TRAVEL
EXPENSES

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

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

ARTICLE VIII

APPOINTMENT, EVALUATION, REAPPOINTMENT, TENURE WITH
PROMOTION

A. APPOINTMENTS IN GENERAL

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

    Faculty shall be appointed initially to the rank of visiting professor,
assistant professor, associate professor, professor, assistant professor in the
library, associate professor in the library, professor in the library, and lecturer. All
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

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

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

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

4. Appointment of Adjunct Faculty

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

5. Appointment of Probationary Faculty

Probationary appointments are tenure track appointments given to those full-time faculty members who are expected to apply for a position with tenure upon successful completion of the requirements for tenure. Except as provided below, the first six (6) years of full-time employment for tenure track faculty members shall constitute a probationary period. Initial year employment for one (1) semester or less will not count toward the probationary period. However, newly appointed faculty members with prior full-time tenure track (normally teaching) experience at another accredited college or university may be granted, at the discretion of
the Provost at the time of initial appointment, up to three (3) years
credit for that prior experience toward eligible service for tenure
with promotion. Any credit for prior experience which is allowed
must be documented in writing in the faculty member’s initial
appointment letter or it will be deemed that no such credit was
given. 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.
At such time as the University notifies a faculty member with information regarding the path forward for evaluation, promotion and possible future personnel action, the University shall also notify the RWUFA and the SFRC and/or the UFRC, as indicated.

C. APPLICABLE EVALUATION CRITERIA FOR FACULTY

1. In General

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

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

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

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

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

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

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

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

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

Evaluation of faculty addresses effectiveness in the following three categories:

a. Teaching, including developmental advising;

b. Scholarship as defined below; and
c. Service to the Institution and Community.

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

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

2. Effectiveness in Teaching, Including Developmental Advising

The quality of the University is linked directly to the quality of its teachers and to their instruction. The University acknowledges and celebrates the faculty of the University as being at the heart of the learning environment at the institution. The styles of good teaching vary widely. Each faculty member is free to use any generally accepted pedagogical approach within the practices accepted in his/her respective discipline. These styles can range from formal lectures to experiential/engaged learning; from independent study to engaged education/community or project based learning; from discussion-based pedagogy to service learning to online delivery; as well as new pedagogical approaches being developed. The list that follows is intended to offer examples of the activities that might be used as evidence of effective teaching, including advising. Not all of these activities are required to make such a case. Effectiveness in teaching may be demonstrated in a variety of ways, which include, but are not limited to the following, some of which may also be used to demonstrate effectiveness in scholarship as noted in Boyer:

a. The faculty member's self-assessment illustrating continuous refinement of skills in teaching and in motivating and/or facilitating student learning. The self-assessment should include the method of self-evaluation.

b. Course syllabi stating course and lesson learning outcomes; evidence that these outcomes are communicated to
students, and that course content and assignments are
designed to accomplish course learning outcomes. Course
syllabi should clearly describe examination and homework
policies, grading standards, student accessibility policy and
attendance policy.

c. Formal or informal peer reviews, including classroom visits
from peers, department chairs, and/or deans indicating
assessment of the faculty member’s ability to stimulate the
interest of students, evoke their responses, and involve
them in the learning process.

d. Student course surveys indicating student assessment of
their learning. RWU acknowledges that it considers the
student course surveys to be only one source of information
about the faculty member’s effectiveness in teaching,
among several other sources. The University shall not deny
a faculty member tenure, reappointment or promotion, or
give a negative evaluation based solely on scores or
comments in student surveys.

e. Documentation of pedagogical achievements such as newly
developed instructional methods or technologies,
descriptions of new assessment methods, or participation in
teaching and pedagogy workshops or conferences.

f. The faculty member’s participation in interdisciplinary and
experiential/community or project based/service learning
academic programs and supervise independent or external
studies, graduate thesis, student research projects, or
academic student organizations.

g. Evidence of the faculty member’s commitment to student
mentoring and effectiveness in developmental advising
such as: remaining in regular contact with advisees, writing
letters of recommendation, providing guidance and
information about academic progress and, where
applicable, providing guidance about graduate study and
career preparation.

h. Participating in professional development activities
designed to enhance the faculty member’s advising skills.
Evidence of significant experience with and demonstrated commitment to experiential learning and community engagement as a core pedagogy.

Effectiveness in Scholarship

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

- the scholarship of teaching,
- the scholarship of discovery
- the scholarship of integration
- the scholarship of application

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

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

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

1. Clear Goals
2. Adequate preparation
3. Appropriate methods
4. Significant results
5. Effective presentation
6. Reflective critique

Additional information about the frameworks of Boyer and Glassick and how they may be applied in a faculty member’s self-study can be found in Appendix E and in their books. Faculty
members, in reflecting on their scholarship, should address these elements to the extent that they apply.

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

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

4. Effectiveness in Service

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

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

a. Contribution associated with service on departmental, school or university committees, task forces and advisory groups.
b. Contributions associated with service on University governance such as the Faculty Senate and/or the RWUFA.
c. Participation in student recruiting activities such as Open Houses and Accepted Students’ Days.
d. Receiving awards, grants, honors or other recognition of service.
e. Leadership and service to student organizations.
f. Participation in fund-raising, alumni and community relations events.
g. Participation in program assessment activities and ensuing activities designed to refine and improve program quality.

h. Participation in activities designed to improve course instruction as a result of course assessment.

i. Development and delivery of new courses or program-related activities.

j. Development of new programs or minors.

k. Service as a judge of artistic or scholarly works.

l. Organizing professional workshops and training sessions.

m. Leadership roles in professional associations such as AACSB or AAC&U.

n. Consulting work and other professional activities to benefit the discipline, the profession, the academy, or the wider community.

o. Development and/or implementation of community-based learning (or service-learning) opportunities.

p. Volunteer service to the local community that enhances the relationship between the University and the community and demonstrates the faculty member’s commitment to the RWU core value of service.

q. Advisement of students with regard to routine matters such as course scheduling, major requirements and graduation requirements.

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

D. APPLICABLE EVALUATION CRITERIA FOR LIBRARIANS

1. In General

The following criteria may be considered for decisions regarding performance assessment of probationary and tenured librarians. This list is meant to be suggestive of the many ways in which the MBU can establish effectiveness. These activities illustrate the wide range of areas from which librarians may demonstrate qualifications for reappointment, promotion or tenure. It is recognized that not all of the following items apply to all librarians.
being evaluated. Other relevant criteria may be added as appropriate.

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

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

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

2. Professional Competence and Program Development

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

a. Current knowledge of librarianship.
b. The ability to work with students, faculty members and other staff to provide the services of the University's libraries.
c. Continued assessment, development and refinement of major areas of responsibility.
d. Current knowledge and competency in existing and developing appropriate technologies.
e. Ability to stimulate the interest of students, evoke their responses and involve them in learning.
f. Participation in workshops which develop professional skills.
g. Involvement in school or University-wide work on curricular reform.
h. Mentoring undergraduate research.
i. Innovative use of technology.
j. Participation in the general education initiatives of the University.
k. Demonstration of concern for the well-being of students.
l. Putting knowledge into practice through service learning or community development.
m. Demonstrating initiative in working with freshmen seminars, living learning environments, information commons and other best practices.
n. Effective professional performance.
o. Effective communication and interaction with colleagues in order to meet the Library's objectives.

3. Effectiveness in Scholarly, Professional and/or Creative Activities

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

a. Maintaining continued professional development.
b. Peer-reviewed scholarship.
c. Presentations at conferences.
d. Speaking engagements.
e. Media commentary.
f. Grant writing and submission.
g. Interdisciplinary study.
h. Attendance and substantive participation at professional meetings and conferences.
i. Leadership in professional associations.
j. Professional involvement with the community.
k. Significant work in developing the Learning Commons.
l. Engaging in research or advanced study.
m. Publishing books, articles, reviews or critiques.
n. Conducting workshops, consulting professionally or professionally-related lecturing off-campus.

4. Effectiveness in Institutional and/or Community Service

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

a. Service on departmental or University committees.
b. Participation in curriculum changes or assessment.
c. Participation in student recruiting.
d. Grant writing and submission.
e. Maintaining positive relationships with colleagues and students.
f. Engaging in useful services to members of the community.
g. Receiving awards, grants, honors or other recognition of service work.
h. Performing off-campus, professionally-related service work.
i. Leadership and service to student organizations.
j. Service on appointed task forces and advisory groups.
k. Participation in fund-raising, alumni and community relations events.

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

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

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

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

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

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

Non-comprehensive evaluations of Lecturers shall be undertaken in years 1 and 2. Subsequent non-comprehensive evaluations of Lecturers shall be undertaken in the first and second years following a comprehensive evaluation. This evaluation will be conducted by the dean.
Comprehensive evaluations of Lecturers shall be undertaken in the third year. Subsequent comprehensive evaluations of Lecturers shall be undertaken during the third year following a prior comprehensive evaluation. This evaluation will be undertaken by the School Faculty Review Committee (SFRC) and the dean.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Years to Tenure</th>
<th>Then you will complete these evaluation types</th>
<th>In these years</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Non-Comprehensive</td>
<td>1, 2</td>
</tr>
<tr>
<td></td>
<td>Pre-Tenure Comprehensive</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Non-Comprehensive</td>
<td>4, 5</td>
</tr>
<tr>
<td></td>
<td>Tenure Comprehensive</td>
<td>6*</td>
</tr>
<tr>
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</tr>
<tr>
<td>5</td>
<td>Non-Comprehensive</td>
<td>1,2</td>
</tr>
<tr>
<td></td>
<td>Pre-Tenure Comprehensive</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Non-Comprehensive</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Tenure Comprehensive</td>
<td>5*</td>
</tr>
<tr>
<td>4</td>
<td>Non-Comprehensive</td>
<td>1,2</td>
</tr>
<tr>
<td></td>
<td>Pre-Tenure Comprehensive</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Tenure Comprehensive</td>
<td>4*</td>
</tr>
<tr>
<td>3</td>
<td>Non-Comprehensive</td>
<td>1,2</td>
</tr>
<tr>
<td></td>
<td>Tenure Comprehensive</td>
<td>3*</td>
</tr>
</tbody>
</table>

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

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

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

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

d. Classroom Observations – The faculty member and the dean shall agree on a date and time for the classroom observation, but if agreement is not reached after a reasonable attempt is made to come to an agreement, the dean/chair shall notify the
faculty member of the date and time. If the faculty member
or the dean or chair deem that a second observation is
indicated, that second observation shall be conducted by a
person selected by the faculty member. The appropriate dean
shall be notified of this arrangement. In the event of a
classroom visit, the evaluator shall make a summary report as
to the teaching effectiveness of the faculty member, and the
report shall be shared with the faculty member and the Dean.
Within ten (10) working days after the classroom visit, the
observing chair/Coordinator/director or dean shall provide a
written summary of his/her evaluation of the class session, to
which the faculty member may respond in writing within ten
(10) working days of receipt.

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

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

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

f. Peer Review

For non-comprehensive reviews, there is no element of peer
review. In the case of the Lecturer comprehensive reviews,
the pre-tenure comprehensive reviews, and post-tenure
reviews, peer review is conducted by the School Faculty
Review Committees (SFRC). In the case of tenure with
promotion review and promotion to Full Professor review,
the SFRC and the University Faculty Review Committees
(UFRC) conduct the peer review.
The SFRC reviews the faculty member's self-study and provides a report to the relevant Dean and the evauluee, and in the case of tenure with promotion, and promotion to Full Professor, to the UFRC.

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

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

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

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

3. Non-Comprehensive Review of Lecturer Faculty

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

a. Purpose of Non-Comprehensive Review

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

b. Process of Evaluation
1. Meeting with the Dean.

With respect to Lecturer faculty members, at the beginning of their first year the appropriate dean and the Lecturer shall meet and discuss the criteria as stated in this CBA which will be utilized during the cumulative evaluative process. If changes occur in these criteria, the appropriate dean will notify the Lecturer. While there may be discipline-specific criteria or criteria necessary to achieve/maintain accreditation standards, in no case shall such criteria conflict with the terms of the CBA. The results of any meeting under this paragraph shall be reduced to writing and provided to the faculty member within fifteen (15) working days from the date of the meeting.

2. Summary Self Study

The summary self-study and the faculty member’s current curriculum vitae shall be delivered to the Dean on or before June 1. In the summary self-study, in the form set forth in Appendix E, the faculty member shall briefly describes his or her professional activities in the areas of teaching and service during the prior year.

3. The Dean shall provide an appropriate report in writing to the faculty member by May 15. The report may identify any concerns the Dean may have with respect to the faculty member’s performance. The faculty member may provide a written response to the report of the Dean on or before May 29. The Dean may consider the results of student course surveys and the result of classroom observations.

4. Schedule of Non-Comprehensive Review Summarized

<table>
<thead>
<tr>
<th>During the first semester</th>
<th>Meeting with dean</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1</td>
<td>Faculty submits self-study</td>
</tr>
<tr>
<td>May 15</td>
<td>Dean issues report</td>
</tr>
</tbody>
</table>
4. Non-Comprehensive Review of Probationary Faculty

For a typical faculty member, hired with six years to tenure, non-comprehensive reviews will take place in the first, second, fourth and fifth years of service. In those years, the faculty member shall complete a summary self-study in the form set forth in Appendix E. The short self-study and a current curriculum vitae shall be delivered to the Dean on or before April 1. Those hired with credit towards tenure follow the table above.

a. Purpose of Non-Comprehensive Review

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

b. Process of Evaluation

1. Meeting with the Dean.

With respect to probationary faculty members, at the beginning of their first year the appropriate dean and the probationary faculty member shall meet and discuss the criteria as stated in this CBA which will be utilized during the cumulative evaluative process. If changes occur in these criteria, the appropriate dean will notify the probationary faculty member. While there may be discipline-specific criteria or criteria necessary to achieve/maintain accreditation standards, in no case shall such criteria conflict with the terms of the CBA. The results of any meeting under this paragraph shall be reduced to writing and provided to the faculty member within fifteen (15) working days from the date of the meeting.

2. Summary Self Study
The summary self-study and the faculty member’s current curriculum vitae shall be delivered to the Dean on or before April 1. In the summary self-study, in the form set forth in Appendix E, the faculty member shall briefly describes his or her professional activities in the areas of teaching, scholarship and service during the prior year.

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

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

5. Schedule of Non-Comprehensive Review Summarized

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1</td>
<td>Meeting with dean</td>
</tr>
<tr>
<td>May 15</td>
<td>Faculty submits self-study</td>
</tr>
<tr>
<td>May 29</td>
<td>Dean issues report</td>
</tr>
<tr>
<td>response</td>
<td>Faculty deadline for submitting written</td>
</tr>
<tr>
<td>June 30</td>
<td>Provost issues status letter</td>
</tr>
<tr>
<td>August 1</td>
<td>Provost issues letter if recommendation is</td>
</tr>
<tr>
<td>non-renewal</td>
<td></td>
</tr>
<tr>
<td>August 15</td>
<td>Faculty deadline for submitting response</td>
</tr>
</tbody>
</table>
Comprehensive Review of Lecturer Faculty

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

a. Purpose of Comprehensive Review of Lecturers

It is understood under this Agreement that there will be comprehensive peer reviews of Lecturers. The comprehensive review will take place in accordance with the schedule set forth in this Agreement, and will be conducted by the School Faculty Review Committee (SFRC) and the Dean.

The purpose of the comprehensive review is to provide advice to the faculty member as to whether he or she has achieved acceptable standards of performance with respect to each of the areas of evaluation – teaching and service – and also to provide guidance as to what areas of improvement would be expected over the period of reappointment if reappointment is granted by the University.

b. Process of Comprehensive Lecturer Evaluation

i. Detailed Self-study

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

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

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

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

ii. Role of the SFRC

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

iii. Role of the Dean

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

iv. Classroom Observations & Student Course Surveys

The SFRC and Dean may consider the results of student course surveys and the result of classroom observations.
c. Schedule of Lecturer Comprehensive Review Summarized

Sept. 1 Faculty member submits materials

Nov. 15 SFRC issues report

Nov. 29 Faculty deadline for submitting written response

Feb. 1 Dean issues report

Feb. 15 Faculty deadline for submitting written response

6. Pre-Tenure Comprehensive Review of Probationary Faculty

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

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

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

b. Process of Comprehensive Pre-tenure Evaluation

i. Detailed Self-study
The self-study shall be submitted by the faculty member to the relevant Dean no later than September 1 of the year of evaluation. The Dean shall immediately forward the self-study to the relevant SFRC.

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

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

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

ii. Role of the SFRC

The pre-tenure comprehensive review will be conducted by the appropriate School/College Faculty Review Committee (SFRC). Deliberations of the SFRC are held to be confidential. The report of the SFRC will be in writing and will include an evaluation of the faculty member’s professional accomplishments and provide suggestions to the faculty member as to what professional enhancements to her or his credentials might strengthen the faculty member’s standing with regard to her or his application for tenure with promotion. The SFRC shall not make a specific recommendation regarding reappointment. The written report shall be provided to the faculty member and the Dean on or before November 15, and the faculty member shall have
until November 29th to submit to the Dean a written
response to the SFRC report.

iii. Role of the Dean

The Dean shall review all of the material available
including, but not limited to, the report from the
SFRC, and prepare a Dean’s Evaluation Report,
delivered to the faculty member on or before
February 1. The Dean’s Evaluation Report may vary
in form and will address the faculty member’s
effectiveness in the three categories of evaluation and
give the Dean’s recommendation regarding continued
employment of the faculty member. The faculty
member shall have an opportunity to respond in
writing to the Dean’s Evaluation Report by February
15. The Dean shall then submit his or her Evaluation
Report and recommendation for continued
employment in writing to the Provost, along with any
response made by the faculty member.

iv. Role of the Provost

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

The Provost shall undertake an independent review
and shall provide a report to the faculty member, on
or before March 15, containing an evaluation of the
faculty member’s professional performance to date
and shall include the report of the SFRC and the Dean
as well as the responses, if any, from the faculty
member. The Provost, using his or her academic and
managerial judgment, shall make a determination as
to whether to reappoint the faculty member. The
faculty member shall have the opportunity to respond
in writing to the Provost, with copies to the Dean, by
April 1.
v. Classroom Observations & Student Course Surveys

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

c. Schedule of Pre-Tenure Comprehensive Review
   Summarized

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>Sept. 1</td>
<td>Faculty member submits materials</td>
</tr>
<tr>
<td>Nov. 15</td>
<td>SFRC issues report</td>
</tr>
<tr>
<td>Nov. 29</td>
<td>Faculty deadline for submitting written response</td>
</tr>
<tr>
<td>Feb. 1</td>
<td>Dean issues report</td>
</tr>
<tr>
<td>Feb. 15</td>
<td>Faculty deadline for submitting written response</td>
</tr>
<tr>
<td>Mar. 15</td>
<td>Provost issues report</td>
</tr>
<tr>
<td>April 1</td>
<td>Faculty deadline for submitting written response to the Provost with copy to Dean</td>
</tr>
</tbody>
</table>

7. Comprehensive Review For Consideration For Tenure With Promotion To Associate Professor

a. Purpose of Review for Tenure with Promotion to Associate Professor

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

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

Evaluation for tenure with promotion is a cumulative process. The evaluation of a full-time faculty member for tenure with promotion determines whether he or she has demonstrated a level of performance in the three (3)
categories of evaluation described above warranting tenure with promotion. Tenure with promotion decisions are made by the officer of the University designated herein.

If evaluation criteria are changed in a successor collective bargaining agreement within the two-year period prior to tenure with promotion evaluation, a tenure with promotion candidate may, at his or her request, be evaluated by the criteria in effect during the year of the candidate’s most recent comprehensive pre-tenure review. Such a request must be submitted in writing as part of the tenure with promotion application.

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

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

b. Requirements for Promotion from Assistant Professor to Associate Professor with Tenure

An assistant professor may not be considered for promotion only to associate professor prior to the end of his or her probationary period.

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

He or she shall apply for tenure with promotion in the final year of his or her probationary period provided he or she:

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

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

3. has demonstrated superior performance in teaching
effectiveness, scholarship and service as
documented in the individual's comprehensive
valuation,

c. Requirements for Promotion from Assistant Professor in
the Library to Associate Professor with Tenure in the
Library

An assistant professor in the library may not be considered
for promotion only to associate professor prior to the end
of his or her probationary period.

A faculty member in the library being considered for
promotion to associate professor with tenure shall either
receive both tenure with promotion or neither.

He or she shall apply for tenure with promotion in the final
year of his or her probationary period provided he or she:

1. has the degree of Master of Library Science from an
institution accredited to grant such degrees by the
American Library Association;

2. has a minimum of three (3) years of full-time
experience as an assistant professor in the library (or
equivalent) at an accredited institution of higher
education; and

3. has demonstrated superior performance in
librarianship and has made distinctive contributions in
professional and/or creative activity and
institutional/public service as documented in the
individual's comprehensive evaluations.

d. Elements of the Comprehensive Review

1. Detailed Self-Study Requirement
The comprehensive tenure/promotion review will be based on a self-study, described in Appendix E, to be submitted by the faculty member to the Dean no later than September 1 of the year of evaluation. The faculty member's self-study shall be deemed complete when submitted, and any supporting evidence shall not be augmented, except in the case of supporting evidence which was not available to the MBU at the time of the original submission or as provided for in the written response to the Dean and the Provost. Upon receipt from the faculty member, the Dean shall forward the self-study to the relevant School Faculty Review Committee (SFRC).

2. Role of the Faculty Review Committees (SFRC and UFRC)

The peer review component of qualifications for tenure/promotion shall be undertaken by the relevant School Faculty Review Committee and the University Faculty Review Committee (UFRC).

Deliberations of these committees are held to be confidential. The report of the SFRC shall be submitted to the Dean and the faculty member on October 15 and will include an evaluation of the faculty member’s professional accomplishments since the date of the last comprehensive review. The SFRC shall not make a specific recommendation regarding tenure with promotion. Faculty members may respond to the SFRC report in writing to the relevant dean by October 29th.

The UFRC shall receive the self-study, the SFRC report and the Dean’s recommendation, and any faculty responses, and shall produce an evaluation of the faculty member’s performance in light of the criteria in the contract and shall provide a recommendation to the Provost regarding tenure with promotion. That report is due to the Provost on February 28th. The faculty member under review may
provide a written response to the UFRC report, to be sent to the Provost and the UFRC chair, no later than March 14th.

3. Role of the Dean

The Dean shall provide a written report and recommendation to the UFRC that includes his or her evaluation of the faculty member’s professional competency with a recommendation regarding tenure with promotion. The report shall be sent to the UFRC and the faculty member on or before December 15th, and the faculty member may respond in writing to the Dean, with a copy to the UFRC, in writing, on or before December 29th.

4. Role of the Provost

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

5. Role of the President and Board of Trustees

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

It is understood that the President and, when applicable, the Board of Trustees, have the authority to make all final decisions with respect to tenure with promotion. Final tenure with promotion decisions are
made by the President and the Board considering: (1) the criteria in this Agreement; (2) the recommendations of deans and the Provost; (3) the evaluative background of the candidate; and (4) the specifically identified interests of the University. 

Tenure can only be awarded upon the affirmative act of the Board of Trustees. Tenure cannot be awarded by default or omission of any action by or on behalf of RWU. The effective date of all promotions shall be the beginning of the Fall semester after the end of the academic year in which the consideration for the promotion was made.

6. Classroom Observation & Student Course Surveys

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

7. Schedule of Tenure with Promotion Comprehensive Review

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Details</th>
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</thead>
<tbody>
<tr>
<td>Sept 1</td>
<td>Faculty submits materials to relevant Dean who forwards to SFRC</td>
</tr>
<tr>
<td>Oct. 15</td>
<td>SFRC issues report to Dean</td>
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<tr>
<td>Oct. 29</td>
<td>Deadline for Faculty Response to SFRC, sent to the Dean</td>
</tr>
<tr>
<td>Dec 15</td>
<td>Dean issues report</td>
</tr>
<tr>
<td>Dec. 29</td>
<td>Faculty deadline for submitting written response to Dean and UFRC Chair</td>
</tr>
<tr>
<td>Feb. 28</td>
<td>UFRC issues report to Provost and evauluee</td>
</tr>
<tr>
<td>Mar. 14</td>
<td>Faculty deadline for submitting written response to UFRC and Provost</td>
</tr>
<tr>
<td>April 30</td>
<td>Provost issues report</td>
</tr>
<tr>
<td>May 14</td>
<td>Faculty deadline for submitting written response to Provost and UFRC</td>
</tr>
</tbody>
</table>
May 14 
UFRC deadline for issuing 
supplemental statement (in event of 
appeal) 
Commencement: President issues decision, if 
affirmative 

8. Process Of Evaluation Of Performance For Tenured Faculty (Post-tenure Review and Promotion to Full Professor) 
a. Promotion from Associate Professor to Full Professor 

An associate professor is a full-time faculty member, 
normally with tenure, who holds a terminal degree from a 
nationally or regionally accredited institution of higher 
education or internationally renowned institution of higher 
education or equivalent professional attainment and who, as 
determined by the President of the University or his or her 
designee, is qualified and best meets the needs of the 
University. However, an Associate Professor who is not 
yet tenured may apply for tenure alone and reserve the right 
to apply for promotion to Full Professor at a later date. 

If an Associate Professor is appointed by the University 
without tenure, the University must provide the faculty 
member upon appointment with a letter describing, among 
other things, the review process including any conditions, 
through which the faculty member must move to achieve 
tenure. A separate document describing only the review 
process, including conditions, shall be provided to the 
chairs of the SFRC and UFRC and the president of the 
RWUFA, at the time of the review. 

An eligible associate professor may be recommended for 
promotion to full professor if he or she: 

1. has a terminal degree from a nationally or regionally 
accredited institution of higher education or 
internationally renowned institution of higher 
education in the academic or professional discipline 
to be taught, or equivalent professional attainment 
showing marked ability, or potential as a higher 
education teaching professional;
2. has a minimum of ten (10) years of experience in full-time teaching, at least five (5) of which must have been as an associate professor at an accredited institution of higher education; and

3. has demonstrated superior performance in teaching effectiveness and has made distinguished contributions in professional, scholarly and/or creative activity and institutional/public service as described in the faculty member’s self-study and evaluations.

b. Promotion from Associate Professor in the Library to Professor in the Library

An associate professor in the library is a full-time, faculty member who holds a Master of Library Science degree from an institution accredited to grant such degrees by the American Library Association and who, as determined by the President of the University or his or her designee, is qualified and best meets the needs of the University. If an associate professor in the library does not already hold a tenured appointment, he or she cannot apply for promotion to professor in the library unless he or she simultaneously submits an application for tenure in the final year of his or her probationary period. However, an Associate Professor who is not yet tenured may apply for tenure alone and reserve the right to apply for promotion to full professor at a later date.

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

i. has the degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association;

ii. has a minimum of ten (10) years of full-time experience as a librarian, at least five (5) years of which must have been as an associate professor in
the library (or equivalent) at an accredited institution
of higher education; and

iii. has demonstrated superior performance in
librarianship and has made distinguished
contributions in professional and/or creative activity
and institutional/public service as documented in the
individual's comprehensive evaluations.

9. Comprehensive Review for Promotion to Full Professor

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

a. Notification

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

b. Purpose of Comprehensive Review for Promotion to
Professor

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

c. Detailed Self-Study Requirement

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

The faculty member's self-study shall be deemed complete
when submitted, and any supporting evidence shall not be
augmented, except in the case of supporting evidence which
was not available to the MBU at the time of the original
substitution, such as reports generated from classroom observations or as provided for in the written response to the Dean and the Provost.

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

d. Role of the SFRC

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

e. Role of the Dean

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

f. Role of the UFRC

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

g. Role of the Provost

The report and decision of the Provost shall be delivered to the faculty member, the UFRC and the President on or before April 30; the faculty member may respond to the Provost’s report in writing by May 14th, with a copy to the President.
and the UFRC. If the Provost's recommendation differs from
that of the UFRC, the UFRC may, but is not required to,
review and reconsider its earlier recommendation and
provide a supplemental statement to the President, with a
copy to the Provost and the faculty member by May 14th.

h. Schedule of Review for Promotion to Professor

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>Sept 1</td>
<td>Faculty submits material to dean</td>
</tr>
<tr>
<td>Oct 15</td>
<td>SFRC issues report</td>
</tr>
<tr>
<td>Oct 29</td>
<td>Faculty deadline for written response</td>
</tr>
<tr>
<td>Dec 15</td>
<td>Dean issues report</td>
</tr>
<tr>
<td>Dec 29</td>
<td>Deadline for faculty response to dean’s</td>
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<td></td>
<td>report</td>
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<tr>
<td>Feb 28</td>
<td>UFRC issues report</td>
</tr>
<tr>
<td>Mar 14</td>
<td>Deadline for faculty response to UFRC</td>
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<td></td>
<td>report</td>
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<tr>
<td>Apr 30</td>
<td>Provost issues report and decision</td>
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<tr>
<td>May 14</td>
<td>Faculty deadline for response to Provost</td>
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<tr>
<td>May 14</td>
<td>UFRC deadline for supplemental statement</td>
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</tbody>
</table>

10. Post-Tenure Review

a. Purpose of Post-Tenure Review

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

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

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

c. Timing and Nature of Post Tenure Review

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

d. Basic Elements of Self-Study Requirement

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

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

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

e. Process of Review

i. Role of the School Faculty Review Committee (SFRC)
After reviewing the self-study and supporting
documentation, the SFRC will prepare a report, taking
specific note of the accomplishments achieved during
the period of time since the previous review. In the
alternative, if deemed by the SFRC to be appropriate, the
SFRC may make recommendations for further
professional development in the areas of teaching,
scholarship and service. The written report shall be
provided to the faculty member and the Dean on or
before December 15, and the faculty member shall have
fourteen (14) days within which to submit to the Dean a
written response to the SFRC report.

ii. Role of the Dean & Provost

The Dean shall review all of the material available
including, but not limited to, the report from the SFRC,
and prepare a Dean’s Report on or before February
1. The Dean’s Report may vary in form and will address
the faculty member’s accomplishments in the three
categories of teaching, scholarship, and service. The
Dean may also respond with recommendations for
further professional development in any of the three
categories. The faculty member shall have an
opportunity to respond in writing to the Dean’s
Evaluation Report on or before February 15. The Dean
shall then submit his or her Evaluation Report in writing
to the Provost, with a copy to the faculty member. The
Provost will issue her or his report, with a copy to the
Dean and faculty member on or before March 30.

iii. Classroom Observations & Student Course Surveys

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

iv. Schedule of Post-Tenure Review

Oct. 1    Faculty submits materials
Dec. 15   SFRC issues report
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>Beginning of first year meeting with dean</td>
<td>Begin</td>
<td>Faculty deadline for submitting written response</td>
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<tr>
<td></td>
<td>Dec. 29</td>
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<tr>
<td>Faculty submits materials</td>
<td>April 1</td>
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<td>Sept. 1</td>
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<td>Oct. 1</td>
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<tr>
<td>SFRC Issues Report</td>
<td>Nov. 15</td>
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<td>Oct. 15</td>
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<td>Dean Issues Report</td>
<td>May 15</td>
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<td>UFRC Issues Report</td>
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<tr>
<td>Faculty Deadline for Written Response</td>
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<td></td>
<td>Dec. 29</td>
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<td>Provost Issues Report</td>
<td>Mar. 15</td>
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<td>Status report if affirmative</td>
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<td>Mar. 30</td>
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### Notes:
- **Meeting with dean**: Beginning of first year.
- **Faculty Deadline for Written Response**: Nov. 29, Oct. 29, Dec. 29.
<table>
<thead>
<tr>
<th>Faculty Deadline for Written Response (in event of appeal)</th>
<th>Aug. 15</th>
<th>April 1</th>
<th>May 14</th>
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<tbody>
<tr>
<td>UFRC Deadline for Supplemental Statement</td>
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<td>May 14</td>
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<tr>
<td>President issues Affirmative report</td>
<td></td>
<td>Commencement</td>
<td></td>
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<tr>
<td>President Issues Report (in event of appeal)</td>
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<td>June 15</td>
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**LECTURERS**

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<th>Lecturer</th>
<th>Lecturer</th>
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<tbody>
<tr>
<td>Non-Comprehensive Review</td>
<td>Comprehensive Review</td>
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H. SCHOOL FACULTY REVIEW COMMITTEE (SFRC) – COMPOSITION & PROCEDURES

1. Responsibilities of SFRC
   a. Pre-Tenure Review
   b. Post-Tenure Review

2. Selection of Membership

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

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

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

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

   a. three tenured faculty members elected by the faculty of the division; elections will be held by the end of the spring term preceding the academic year of service; and
the chairs of the department in the School within the division.

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

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

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

3. Procedures

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

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

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

I. UNIVERSITY FACULTY REVIEW COMMITTEE (UFRC) – COMPOSITION & PROCEDURES
1. Responsibilities of UFRC

   a. Consideration of faculty for Promotion & Tenure

2. Election of Membership Candidates per School

The University Faculty Review Committee (UFRC) will consist of ten (10) members of the tenured faculty, as follows:

- Feinstein College of Arts and Sciences (3 total, 1 per Division)
- Gabelli School of Business (1)
- School of Justice Studies (1)
- School of Engineering, Computing, and Construction Management (1)
- School of Architecture, Art, and Historic Preservation (1)
- School of Education (1)
- Library (1)
- School of Continuing Studies (1)

In the Spring, each school and division in the Library will, by secret ballot, elect two faculty representatives from its membership to serve as members of the UFRC. The member with the highest vote total within a school of division in the Library will serve as the UFRC member and the second highest will serve as the alternate. Results will be reported to the Provost and announced by the Provost to the faculty.

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

3. Procedures

Members of the UFRC will elect their own chair.

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

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

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

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

J. EVALUATION OF VISITING AND ADJUNCT FACULTY

1. Visiting Faculty

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

2. Adjunct Faculty

Adjunct Faculty members holding the above-referenced
appointments shall be evaluated as set forth in the Article and in a
manner appropriate to assess the teaching, discipline-appropriate
professional activities and/or development expectations of their
individual appointment contract. Adjunct faculty will be evaluated
only on the criteria applicable to effectiveness in teaching.
During employment of an adjunct faculty member, the Department Chair, Program Coordinator/Director or the administrative equivalent shall review the syllabus of the course presented and may attend one or more class meetings to evaluate the teaching performance of the adjunct. The Department Chair or Program Coordinator/Director may assign the evaluation function to a tenured member of the faculty in a discipline as closely related to the discipline of the adjunct faculty member as possible.

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

K. MISCELLANEOUS PROVISIONS RELATED TO PROCESS OF EVALUATIONS

1. Member On Leave During Year of Scheduled Evaluation

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

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

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

2. Emergency Extension of Timelines

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

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

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

4. President and Board of Trustees Determination

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

A full-time faculty member who is not awarded tenure within the probationary period will be terminated from employment. A probationary faculty member who receives notice of non-reappointment during her or his third, fourth, fifth or sixth year for performance (evaluation) reasons shall have the option of receiving a one-year terminal appointment, provided the Provost is notified
of the faculty member's desire to serve a terminal year within ten
(10) calendar days of the faculty member having received final
notice. A probationary faculty member who receives notice of non-
reappointment during his or her first or second year for
performance (evaluation) reasons shall have the option of receiving
a one-semester terminal appointment, provided the Provost is
notified of the faculty member's desire to serve a terminal semester
within ten (10) calendar days of the faculty member having
received final notice.

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

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

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

b. Quotas for Promotion Not Applicable

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

ARTICLE IX
DUE PROCESS

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

B. In the case of non-tenured appointments, notice of non-renewal of
appointment, as defined in A. above, shall be given in accordance with
Article VIII.H.OVERALL SCHEDULE OF EVALUATIONS OF
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.
In the event that an MBU or group of MBUs feel that they have a basis for a grievance and have made a good faith effort to informally resolve the grievance, the following procedure shall be used:

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

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

**Step 3:** If the RWUFA is not satisfied with the disposition of the grievance made by the President of the University, or if no 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
time shall invalidate the grievance as untimely, except in the case of a continuing grievance.

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


D. LABOR RELATIONS FORUM

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

ARTICLE XI
RETRENCHMENT

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

1. Institutional financial emergency is understood to mean, in terms of this Agreement, an imminent financial crisis which, absent significant remedial action, threatens the continuation of the University as an economically viable institution and which cannot reasonably be alleviated by less drastic means. One illustrative example of this crisis would be a failure to meet the University’s debt covenants which would result in the lenders taking control of the University. Retrenchment of tenured faculty may only occur when all other reasonable means of reducing costs to the University have been properly examined and appropriate measures to reduce costs have been taken. There is a duty upon the administration of RWU to provide proof that other measures have been taken, and the administration of RWU must provide to the RWUFA, accurate information, statistics and financial data related to all factors giving rise to a retrenchment.
2. Program curtailment is understood to mean, in terms of this Agreement, (a) a decline in the enrollment within an area to the point that the average student enrollment per section falls below twelve (12). This will be computed by dividing the total number of students enrolled in sections taught within the area by the number of sections, or (b) a decision by RWU, as a result of long-range institutional planning, to phase out an academic program which is not encountering enrollment difficulties as defined in (a) above. In such cases, MBUs currently employed in the affected program shall be reduced through normal attrition or through appropriate reassignments within the bargaining unit where and when reasonable. Temporary appointments of new MBUs may be made in the affected program during the phase-out period to maintain academic continuity.

3. Any proposal by the RWU to reduce the size of the faculty as set forth above shall be submitted in writing to the RWUFA and to the department directly affected as soon as possible after the proposal is formulated. RWU shall consult the RWUFA regarding the matter before distribution of the proposal. The proposal shall contain: the number of proposed reductions identified by program, department, or college; the timetable; and a detailed statement of justification and ramifications: The determination regarding the need for retrenchment shall include the rationale with respect to the following:

   a. academically sound student/faculty ratios.

   b. the state of the development of the department.

   c. the balance between academic and non-academic personnel.

   d. possibilities of enrollment trend reversals.

   e. the necessity of some disciplines and programs to be other than self-supporting.

   f. normal attrition.

B. INSTITUTIONAL FINANCIAL EMERGENCY

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

C. PROGRAM CURTAILMENT

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

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

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

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

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

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

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

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

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

3. Termination shall first take place as follows:
   
a. Among the adjunct MBUs before full-time MBUs are terminated.

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

c. Among the full-time tenured MBUs, such termination shall be based upon length of full-time service to Roger Williams University. In cases where the date of full-time appointment is the same, part-time service at Roger Williams University will be taken into consideration.
4. The Provost shall notify the person or persons affected in accordance with the following deadline:

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

   b. In the case of retrenchment for program curtailment as defined in A.2.a. above, he/she will be allowed a two (2) month notice.

   c. In the case of program curtailment as defined in A.2.a. above, any position lost to one program shall be allocated to another program which is in need of additional faculty.

5. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the University for two (2) years succeeding the retrenchment year, and must accept such offer within thirty (30) days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made.

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

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

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

ARTICLE XII
SEARCH COMMITTEES

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

ARTICLE XIII
COMPENSATION

A. SALARY PROGRAM

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

Base Wage Increase by Year:

Year 1 = 2.25% plus $1,000 sign on bonus for those making equal to or over $85,000 and $1,500 for those making less than $85,000
Year 2 = 2.6% plus $500 bonus for those making less than $85,000
Year 3 = 2.75%
Year 4 = 2.85%
Year 5 = 3.0%
In recognition that RWU may need to respond to financial exigencies, the
parties further agree that for years 2, 3 or 4 the University may elect to engage
in a wage re-opener using the following guidelines:

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

If no agreement is reached within the thirty-day period (or July1), the
parties will move to expedited, non-binding arbitration. The costs of the
arbitration shall be borne equally by the parties. If the parties fail to reach
agreement by August 15 of the year in question, the base wage increase will
remain at the contractually specified amount. However, both the Professional
Development funds and the monetary grants from Foundation to Promote
Scholarship and Teaching in the upcoming academic year shall be suspended
in their entirety for the one academic year in question.

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

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

Adjunct Faculty MBUs’ rates will increase by the agreed upon general
wage increases.

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

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

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

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

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

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

C. PAY CYCLE

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

D. RETROACTIVITY

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

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

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

F. ADDITIONAL COMPENSATION

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Both Undergraduate and Graduate Course</td>
<td>$1,641</td>
<td>$1,684</td>
<td>$1,730</td>
<td>$1,779</td>
<td>$1,833</td>
</tr>
<tr>
<td></td>
<td>($4,923)</td>
<td>($5,052)</td>
<td>($5,190)</td>
<td>($5,337)</td>
<td>($5,499)</td>
</tr>
</tbody>
</table>

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

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

3. Adjunct Faculty in Architecture

Adjunct faculty MBUs teaching in the School of Architecture, Art and Historic Preservation shall be compensated for architecture design studio courses at the rate of:
4. Special Projects, Thesis Supervision & Comprehensive Exams

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

<table>
<thead>
<tr>
<th>Academic Year</th>
<th>Rate per credit and per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016/17</td>
<td>$164.10</td>
</tr>
<tr>
<td>2017/18</td>
<td>$168.40</td>
</tr>
<tr>
<td>2018/19</td>
<td>$173.00</td>
</tr>
<tr>
<td>2019/20</td>
<td>$177.90</td>
</tr>
<tr>
<td>2020/21</td>
<td>$183.30</td>
</tr>
</tbody>
</table>

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

5. Individual Student Instruction in the School of Continuing Studies

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

6. Librarians

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

ARTICLE XIV
FRINGE BENEFITS

A. INSURANCE

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

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

Premium Contributions:

Premium sharing will be as follows:

Plan A

- Year one and two – 18%
- Year three through 5– 20%

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

i. Individual Coverage 4%
ii. Family Coverage 3%

Annual Deductible
Year one and two - $250 / $500
Year three and four - $500 / $1000

Co- Pays
Primary care - $0 PCMH, $30 non PCMH
Specialist - $50
Urgent Care - $50
Emergency Room - $200
Prescriptions
Generic - $7
Preferred - $25
Non-preferred $40
Specialty $65

Plan B

• Premium sharing for all new hires will be 20%

• Premium sharing for existing faculty employed as of November 1, 2016 who earn under $85,000 will equal:

  Year 1  17%
  Year 2  18%
  Year 3  19%
  Year 4  20%
  Year 5  20%

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

  Year 1  20%
  Year 2  20%
  Year 3  20%
  Year 4  20%
  Year 5  20%

A wellness credit may be earned for participation in the wellness program equal to:
i. Individual Coverage 4%

ii. Family Coverage 3%

Annual Deductible
Will be - $500 / $1000

Co-Pays
Primary care - $25
Specialist - $40
Urgent Care - $50
Emergency Room - $150
Prescriptions
Generic - $7
Preferred - $25
Non-preferred - $40
Specialty drugs $65.

Carrier Change:

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

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

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

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

e. In the event of a change in health care carrier, all incurred claims, as of the date of the change, subject to deductibles and co-pays, will be
paid by the then current provider unless the incoming provider
agrees to provide payment of the incurred claims.

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

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

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

2. **Nonaligned Administrators Program Parity:**

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

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

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

5. **Life Insurance** - RWU agrees to provide MBUs with $100,000 life
insurance. MBUs shall have the option of purchasing up to $100,000
more in life insurance at their expense at the group rate, if and to the
extent the insurance carrier permits it. No medical examination or waiting
period is required. There shall be a double indemnity provision for
accidental death or dismemberment. All policies continue in force without
further premium payments if the MBU becomes totally disabled before age sixty (60).

6. **Short-Term Disability Insurance** – RWU will continue to provide, at the RWU's expense, each full-time MBU with short term disability insurance coverage which supplements Rhode Island Temporary Disability Insurance. The policy provides for no medical examination or "waiting" period and payment under the policy begins when an illness or injury extends beyond the full-pay sick leave benefit period. The policy provides that those employees who qualify under the policy receive benefits which supplement RI TDI so that the total temporary disability payments including Rhode Island Temporary Disability benefits amount to 60% of an employee's normal base pay up to a maximum of $3000 per month for a period of twenty six (26) weeks. While Temporary Disability coverage is in force, the RWU reserves the right to require a periodic statement from the MBU's physician.

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

8. RWU may substitute similar life insurance or disability insurance plans for those plans currently in effect.

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

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

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

C. WORKERS' COMPENSATION

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

D. VACATION WITH PAY: LIBRARIANS

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

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.
E. PROFESSIONAL TRAVEL AND DEVELOPMENT

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.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>$3,325</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$3,375</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$3,425</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$3,475</td>
</tr>
<tr>
<td>2020-2021</td>
<td>$3,475</td>
</tr>
</tbody>
</table>

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.

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.

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.)

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.

5. Foundation to Promote Scholarship and Teaching
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
this activity contributes to the artistic and/or intellectual
substance of the profession.)

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

c. The Foundation shall establish and make public fair,
appropriate, and efficient procedures for soliciting grant or
course release requests, and for reviewing such requests and
determining whether and to what extent specific requests are
to be funded or approved. The Foundation shall not be
obligated to make any grants or approve any course releases
if no appropriate proposals are received and positively
evaluated. MBUs receiving grants shall submit a detailed
report of their activities to the Foundation within thirty days
of the start of the semester following their award, which shall
be shared by the Foundation with the University community.
Members of the Foundation may not participate in the review
of any proposals that they submit to the Foundation. The
decisions of the Foundation shall be final and binding. The
applications to and awards made by the Foundation shall be a
matter of public record and will be communicated to the
University community in a timely fashion.
d. The Foundation shall award both grant funds and course releases to support the enhancement of teaching and scholarly activities, which shall include proposals related to general scholarship as well as proposals focused on exploration of such areas as teaching methods, responses to different learning styles, integration of technology in teaching, the assessment of student learning outcomes and the enhancement of faculty content-area knowledge and pedagogical techniques.

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>$146,189</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$150,000</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$155,700</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$161,617</td>
</tr>
<tr>
<td>2020-2021</td>
<td>$166,465</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2017</td>
<td>50</td>
</tr>
<tr>
<td>2017-2018</td>
<td>40</td>
</tr>
<tr>
<td>2018-2019</td>
<td>40</td>
</tr>
<tr>
<td>2019-2020</td>
<td>40</td>
</tr>
<tr>
<td>2020-2021</td>
<td>40</td>
</tr>
</tbody>
</table>

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

i) Seventy-five hours of release from regular reporting and associated counseling or librarian responsibilities shall constitute one course release for library science faculty.
All proposals for grants or course releases shall clearly articulate how the results of the proposed scholarship will be presented to appropriate professional audiences. It is expected that all funded proposals will have one or more outcomes that will result in presentation and critique. Traditional forms of presentation include treatises, books, monographs, refereed articles, reviews, or critiques in journals, periodicals or other appropriate publications. The University also recognizes other forms of presentation such as at professional meetings, professional workshops, external requests for consultation, reviewed creative performances, juried exhibitions, commissions for professional work and curricula proposals reviewed by appropriate consultants.

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

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

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

F. RETIREMENT PLANS

1. All full-time MBUs shall have the right to join and make deposits in TIAA/CREF, VALIC, or other Retirement Plan or any additional retirement funding vehicle made available by RWU. Participating MBUs will receive the following “match”
contribution from the University conditioned upon the MBU’s
elected contribution of 3% or more:

8% of base salary for all participating MBUs.

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

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

G. DISCOUNTS AND PRIVILEGES

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

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

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

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

H. PERSONAL LEAVES OF ABSENCE

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

1. Death In the Immediate Family of an MBU
A maximum of five (5) days with full pay upon death of husband or wife, father or mother, son or daughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother or sister, grandchild, or grandparent. A maximum of three (3) days with full pay upon the death of brother-in law or sister-in-law, grandparent, or a relative living in the same household. RWU may require proof of death.

2. Illness of MBU

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

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

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

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

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

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

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

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

vii. The draw from the Bank shall be five (5) days for each full week of incapacitation from work.

viii. At no time may a MBU exceed his/her then current, bi-weekly salary after taking into account any payments from Rhode Island TDI and/or any other short term disability program then covering the illness or injury to the MBU.
ix. Withdrawals from the Bank may only be made and used to the extent that one or more days are available in the Bank as there may be no draw once the Bank is depleted to zero days.

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

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

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

3. Jury Duty

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

4. Parental Leave

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

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

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

3. Leave directly related to the birth of a MBU’s biological child, the adoption of a child by a MBU, the foster care placement or commencement of guardianship of a child (the enabling event), consistent with the leave enabling events of the RWU Family Leave Policy, may be taken for one full semester as follows:
   a. An enabling event from March 15th of each year through October 15th of each year would dictate the parental leave starting on the next or then current fall semester. If the birth is expected between the start of the fall semester and

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

5. Military Leave

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

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

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

6. Sabbatical and Other Professional Leaves

a. Sabbatical Leave

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

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

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

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

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

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

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

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

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

i. Opportunities for all individuals in all fields to have sabbaticals, provided that no eligible MBU shall consistently be denied a sabbatical for this reason alone;
ii. A singular sabbatical opportunity involving recognition for an individual and/or the University;

iii. The adverse effect of a leave upon the academic program of the individual and the department, provided that faculty members denied for this reason will have their leave postponed until the following year, if applicable;

iv. Length of full-time employment with the University or the date of termination of the MBU's last sabbatical, whichever is more recent, provided that employment outside the bargaining unit or employment prior to leaving the bargaining unit shall not apply for this purpose to administrators who become MBUs.

v. The recommendations, and rationale of the deans.

6. Application for sabbatical leave, complete with statement of proposed activity, shall be submitted to the Faculty Sabbatical Committee with copy to the Provost of RWU and the dean of the appropriate school/college not later than September 15 of the year of application; preceding the proposed sabbatical year. The Faculty Sabbatical Committee shall review all sabbatical leave proposals as well as any input forwarded by the deans of the applicants' Schools/Colleges, in terms of all of the criteria set forth in this Article and forward the proposals in priority order with recommendations to the Provost not later than October 15th of the year of application (preceding the sabbatical year).

7. After giving considerable weight to the FCS' and deans' recommendations, and based on the published criteria, the Provost shall finally determine which MBUs shall receive sabbaticals.

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

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

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

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

b. Academic Leave of Absence

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

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

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

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

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

I. RELEASED TIME

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

J. TUITION REMISSION

After six (6) months of continuous service in an RWUFA recognized
position, a full-time MBU, that MBU's eligible spouse and/or eligible
children (including adopted and stepchildren) may enroll, tuition free, in
any course or degree program for which there is space available, excluding
graduate programs in the Gabelli School of Business and the RWU School
of Law, on any campus owned and operated by the University, subject to
the following modifiers, including that in each year of this Agreement, a
maximum of the first five (5) duly qualified and admitted students who are
either the spouse, child or legal dependent of a full-time MBU, and no
more than 30 years old at the beginning of RWU’s Law School academic
year, will receive a waiver of one-half of the regular tuition otherwise charged to the admitted student. As long as such student remains properly enrolled and continues to remain eligible under the conditions of this waiver, he/she will retain that waiver year to year. Therefore, regardless of whether or not a tuition waiver remains in effect for a recipient's second or third year, a maximum of five (5) new waivers are available year to year for the duration of this Agreement. Lost or lapsed waivers are not assumable by anyone else nor returnable to a bank for reallocation. The maximum number of waivers that may be allocated over the term of this agreement is, then, twenty-five (25):

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

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

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

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

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

6. The University's On-line & Continuing Education Program shall, for purposes of this provision only, be considered owned and operated by the University for such period as it is administered by either employees of the University or under the direction of the University and without direct cost to the University for enrollment of students.
7. Condition precedent to an MBU's enrollment in any authorized course or program of study is that such attendance does not conflict with the MBU's formal working schedule.

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

K. PART-TIME FACULTY MBUs

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

1. Health Insurance (Article XIV, Subsection A.1.)

2. Dental Insurance (Article XIV, Subsection A.2.)

3. Life Insurance (Article XIV, A.4.)

4. Social Security (Article XIV, Section B)

5. Workers' Compensation (Article XIV, Section C)

6. Sick Leave (Article XIV, Subsection H.2.)

7. Discounts and Privileges (Article XIV, Section G).

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

Part-time MBUs who fail to make timely payment of their pro-rata share of the cost of any benefits under this section will thereby forfeit their right to all benefits under this section for the duration of this Agreement.
IN WITNESS WHEREOF the following have set their signatures and seals this ______ day of ________, 2016.

For RWU

[Signatures]

Jerome F. Williams
Executive Vice President for Finance & Administration

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

Susan McTiernan
Dean of the School of Business

For RWUFA

[Signatures]

Lisa Newcity
Professor & RWUFA President

Jennifer Arroyo
Assistant Executive Director, NEARI

June Speakman
Professor

Renee Soto
Associate Professor

Clifford B. Murphy
Associate Professor

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

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

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

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

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

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

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

–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.

APPENDIX D
ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW

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.

APPENDIX E
SELF STUDY GUIDELINES

I. Introduction

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).

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.

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

(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:

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

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

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

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

- Consulting
- Technical assistance
- Policy analysis
- Assuming leadership role in professional organizations in a field that relates to the scholarly activities of the faculty member
- Performance activities in the field
- 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

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

3) Appropriate Methods
Does the scholar use methods appropriate to the goals?
Does the scholar apply effectively the methods selected?
Does the scholar modify procedures in response to changing circumstances?

4) Significant Results
Does the scholar achieve the goals?
Does the scholar’s work add consequentially to the field?
Does the scholar’s work open additional areas for further exploration?

5) Effective Presentation
Does the scholar use a suitable style and effective organization to present his or her work?
Does the scholar use appropriate forums for communicating work to its intended audiences?
Does the scholar present his or her message with clarity and integrity?

6) Reflective Critique
Does the scholar critically evaluate his or her own work?
Does the scholar bring an appropriate breadth of evidence to his or her critique?
Does the scholar use evaluation to improve the quality of future work?

II. Non-Comprehensive Review for Tenure-Track Faculty

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. Scholarship
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
ii. your school/college
iii. the university
iv. your discipline
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. Comprehensive Self Study Review
(for Pre-Tenure Comprehensive, Tenure with Promotion to Associate, or Promotion to Full review)

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

SECTION A: SUMMARY OF ACCOMPLISHMENTS

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

2. Teaching

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

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

   c. Describe the outcomes for each course being considered, and, wherever possible, discuss how they relate to the outcomes of the academic program, the school/college, and the Mission of the University.
d. Describe the following components for each course providing a rationale for each in terms of the outcomes of the course:
   i. organization of the course
   ii. method of delivery
   iii. assignments/activities
   iv. examinations or other assessment tools

e. Describe student performance in each course and assess the performance in terms of the outcomes of the course.

f. Provide an analysis of the student course surveys

3. Advising

   Describe your approach to academic advising and analyze its effectiveness.

4. Scholarship

   a. List and annotate publications and conference presentations documenting your research grant or academic fundraising activities (applications, awards, maintenance of grants), maintenance of certification, and/or creative activities, and indicate how these activities have enhanced your teaching and other work at RWU.

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

   c. Provide a statement of your research interests and agenda. See the Introduction of this Appendix for guidance as to how to apply the Boyer and Glassick frameworks to this analysis.

5. Service

   a. Describe your service to:

      i. your department/program
      ii. your school/college
      iii. your discipline
      iv. the university
      v. the community

6. Goals

   For comprehensive pre-tenure review,

   a. List your short and long term professional goals for the future
b. Describe how you have met the recommendations offered by the Dean in your non-comprehensive reviews.

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

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

SECTION B: SUPPORTING MATERIAL

1. Provide a current copy of your curriculum vitae.

2. Provide a copy of the syllabus of each course being considered.

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

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

5. Provide copies of classroom observations conducted since your hire for comprehensive pre-tenure reviews, and since your last comprehensive review for tenure with promotion and promotion to Full Professor reviews.

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

7. Provide copies of the reports of the Faculty Committees, the Dean and the Provost:
   For Probationary and Tenure submissions: for the entire probationary period.
   For Promotion submissions: since the most recent comprehensive review.

8. Include any other materials that support your self-study.

V. Comprehensive Self Study Review for Lecturers

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

SECTION A: SUMMARY OF ACCOMPLISHMENTS
1. Executive Summary. While not required, the faculty member under review should free from to include an executive summary in narrative form that guides the reader through the document.

2. Teaching
   
a. Describe your educational philosophy as it applies across your teaching.

b. Provide a list of courses taught. Lecturers undergoing initial comprehensive review should discuss at least four different courses taught since their hire. If four different courses have not been taught, different sections/semesters of courses should be discussed. Lecturers undergoing a subsequent comprehensive review should discuss at least four courses taught since their last comprehensive review.

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

d. Describe the following components for each course providing a rationale for each in terms of the outcomes of the course:
   
   i. organization of the course
   
   ii. method of delivery
   
   iii. assignments/activities
   
   iv. examinations or other assessment tools

e. Describe student performance in each course and assess the performance in terms of the outcomes of the course.

f. Provide an analysis of the student course surveys

3. Advising

Describe your approach to academic advising and analyze its effectiveness.

4. Service
   
a. Describe your service to:
      
      i. your department/program
      
      ii. your school/college
      
      iii. the university
iv. the community

5. Goals

For initial comprehensive review,

a. List your short and long term professional goals for the future

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

For subsequent comprehensive reviews,

a. List the professional goals you set out in the last comprehensive self-study

b. Describe the extent to which you have met those goals.

c. Describe how you have met the recommendations/concerns outlined by the Faculty Committee, Dean and Provost in your last comprehensive review.

d. Describe your short and long term professional goals for the future.

SECTION B: SUPPORTING MATERIAL

1. Provide a current copy of your curriculum vitae.

2. Provide a copy of the syllabus of each course being considered.

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

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

5. Provide copies of classroom observations conducted since your hire for initial comprehensive reviews, and since your last comprehensive review for subsequent comprehensive reviews.

6. Provide copies of the reports of the Faculty Committees, the Dean and the Provost:

   For initial comprehensive reviews: for the entire period since hired.

   For subsequent comprehensive reviews: since the most recent comprehensive review.

7. Include any other materials that support your self-study.

V. Post-Tenure Review

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

SECTION A: SUMMARY OF ACCOMPLISHMENTS

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

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

SECTION B: SUPPORTING MATERIAL

1. The faculty member’s current curriculum vitae.

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

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

APPENDIX F
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APPENDIX G
DEFINITIONS

1. MBU or faculty member: Member of the bargaining unit as defined in ARTICLE I.

2. MBU holding academic rank: Assistant Professor, Associate Professor, Professor.

3. Adjunct Faculty MBU: Teaching faculty employed on less than a full-time basis and who have established membership in the bargaining unit and are paid on a per course basis.

4. Provost: Chief Academic Officer of the University

5. President: Chief Executive Officer of the University

6. President’s and/or Provost’s “designee”: Individual appointed to stand in the stead of the President and/or Provost, with requisite authority to resolve the subject matter so
delegated.

7. RWU: Roger Williams University or “University”

8. RWUF Association NEARI/NEA

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


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)
• Gabelli School of Business (1)
• School of Justice Studies (1)
• School of Engineering, Computing, and Construction Management (1)
• School of Architecture, Art, and Historic Preservation (1)
• School of Education (1)
• Library/Counseling Center (1).

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

d. Committee Duties

1) Initial Meeting

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

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

2) Subsequent Meetings

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

At these meetings, the PDC will consider all outstanding requests for reimbursement made by faculty members that have been submitted for consideration in accordance with the procedures prescribed below. The PDC will review these requests and determine whether the request should be approved, denied, or returned to the faculty member for additional clarification or justification.
The committee will reach all of its decisions by a majority vote of the members present at an official meeting. The chair (or his/her designee) will be responsible for keeping minutes of meetings and recording all transactions that occur during meetings. A list of approved requests will be forwarded, through the academic unit deans, to the finance office for payment.

3) Final Meeting

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

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

5. Application Procedures

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

1. Fill out and submit the professional travel and development on-line reimbursement
2. Print and sign the acknowledgment. The acknowledgement is provided in the form of an
   email sent to the faculty member.
3. Submit the signed acknowledgement along with all required documentation to the
   designated person. The designated person is usually the administrative assistant of the
   department in which the faculty member resides.

6. Reimbursement Application Deadline

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

7. Supporting Documentation

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

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

8. Calculation of Amounts Reimbursed

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

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

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

Monthly, the Professional Development Committee shall maintain and publish such records of expenditures for professional development for review by MBU’s, the University through the Office of the Provost, and/or the Board of Trustees’ Audit Committee.
APPENDIX I
ROGER WILLIAMS UNIVERSITY AND ROGER WILLIAMS UNIVERSITY SCHOOL OF
LAW SEXUAL HARASSMENT POLICY & PROCEDURES

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

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

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

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

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 prescriptive 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”.

RETAIATION

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.

PROCEDURES

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.
b. Discussion with and testimony by witnesses

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

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

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

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

OR

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

AND/OR

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

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

STEP 3 – SANCTIONS

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

STEP 4 – GRIEVANCE

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

WITHDRAWAL OF ALLEGATION

If the accuser determines to withdraw the allegation(s) of sexual harassment at any time during
any step in the procedure, the withdrawal must be in writing and specify voluntary retraction of
the complaint. This action will not preclude further investigation, findings, or sanctions as
imposed by the University.
EMPLOYMENT DISCRIMINATION ENFORCEMENT AGENCY
Rhode Island Commission for Human Rights, Ten Abbott Park Place, Providence, RI 02903
(401-277-2661).

Revised January 24, 2012
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
qualify for an additional thirteen (13) consecutive week leave in the same year as the up to twelve (12) week leave. (See provision II.A.1. below)

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

II. Leave Limitations

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

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

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

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

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

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

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

1. Intermittent leave consists of at least one (1) week intervals that are not necessarily consecutive, and within the twelve (12) month period. Intermittent leave may only be scheduled and taken with the consent of the University, when invoking leave under provisions I. A. or B. above.

2. Reduced-time leave consists of a work reporting schedule that allows a shortened work day or shortened work week. Reduced-time leave may only be scheduled and taken with the consent of University when invoking provisions I. A. or B. above. An employee on reduced-time leave may, at the discretion of the University, be transferred for the term of leave, to another position of equivalent pay and benefits that better accommodates the University. Leave under this provision shall be accounted for and charged on an hour for hour basis.

3. Requests for reduced-time leave or intermittent leave under provisions I. A. and/or B. above, shall be forwarded to the Department of Human Resources for a case by case review and determination following consultation with the department head or other appropriate supervisor of the applicant.

4. All leaves, for all reasons, are predicated upon the employee providing the University as much notice as possible. Absent extraordinary circumstances, at least fifteen (15) days advance notice of leave is required. Failure to provide such notice except where appropriately waived, may result in a delay in commencement of leave at the University’s discretion, if otherwise entitled, for the requisite fifteen (15) day period.

III. Leave Validation

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

A. Both provision I.A. and B. leaves must be validated, at the 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.
G. While an employee is on Family Leave, pursuant to provisions I.C., D. or F. above, the University may request and is then entitled to periodic formal updates or re-certifications as appropriate to the original certification parameters. The University-imposed requirement for update or recertification hereunder shall not be unreasonably applied, and the University will consider, in good faith, the necessity and frequency of the update or revalidation, unique to each individual leave based upon the nature and parameters of the original certification and any factual change in individual circumstance.

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

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

IV. Leave Prerequisites

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

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

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

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

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

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

VII. Definitions

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

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

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

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

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 contractor 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
ROGER WILLIAMS UNIVERSITY
CONFLICT OF INTEREST DISCLOSURE FORM

Name:

Title:

University Affiliation:

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

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

Yes No

Do you or any member of your immediate family\(^1\) have a consulting relationship or position with, or a financial interest in, any of the following:

__ ___ a sponsor of your research?

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

__ ___ any other business in which there could be an appearance of a conflict of interest or which could reasonably appear to be affected by your research interests or educational activities?

__ ___ Apart from any items disclosed above, have you performed consulting or engaged in outside employment during the past year?

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

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

\(^1\) “Immediate family” is your spouse, or domestic partner (consistent with University health benefits policy and procedure) and dependent children, including stepchildren.
During the past year, have you or any member of your immediate family accepted any gift (including cash), favor, services, travel, entertainment, or hospitality with a value in excess of $50 from any individual or entity that – to the best of your knowledge - does business, or is seeking to do business, with RWU?

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

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

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

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

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

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

AFFIRMATION

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

Signature: __________________________ Date: __________

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

For questions or additional information please contact the Office of the General Counsel at x5379.
APPENDIX I
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
both in approved academic programs and in RWU directed or formally authorized services
pursuant to and within the scope of defined activities deemed by RWU to be in the best interests
of RWU. This policy and its applicable parameters also applies to volunteers who, with prior
written authorization of the President and pursuant to and within the scope of such authorized
direction, are providing services, in good faith, for and in the best interests of RWU.
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)**
IMPORTANT:

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

The above tax matters do not apply if the same-sex spouse, domestic partner, same-sex spouse/domestic partner’s dependent(s) meet the definition of “dependent” under Section 152 of the Internal Revenue Code (a “Tax Certification of Dependency” form must be completed and submitted).

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

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

<table>
<thead>
<tr>
<th>Employee Signature</th>
<th>Date</th>
<th>Domestic Partner Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
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<td>Domestic Partner SS #</td>
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APPENDIX B

TERM INATION 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)     □