



**SCHOOL OF HEALTH AND MEDICAL SCIENCES**  
**SETON HALL UNIVERSITY**

**FACULTY GUIDE AND BYLAWS**

**SCHOOL OF HEALTH AND MEDICAL SCIENCES**

**DIVISION OF HEALTH SCIENCES**

**SETON HALL UNIVERSITY**

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## ARTICLE I

### MISSION

The mission of the Division of Health Sciences (hereinafter referred to as the "HS Division") in the School of Health and Medical Sciences (hereinafter referred to as the "School") at Seton Hall University (hereinafter referred to as the "University") is to prepare clinicians, educators and researchers for leadership roles in the health care professions.

### PREAMBLE & DEFINITIONS

All provisions of this Faculty Guide apply to the HS Division of the School of Health and Medical Science at Seton Hall University. The jurisdiction of this Faculty Guide shall extend to all educational programs of the HS Division of the School. Nothing in this document shall apply to the School's Division of Medical Residencies and Fellowships.

This Faculty Guide provides guidelines for the faculty in the HS Division of the School. The standards for faculty evaluation, appointment and promotion are described in this document. The procedures to be followed in cases of faculty grievances are also presented in this document.

- 1 DEFINITIONS** The terms "Faculty" or "Faculty Member" denote a person or persons, who is/are employees of Seton Hall University, having duties in the School of Health and Medical Sciences. Faculty in the HS Division of the School are not tenured, but rather are contractual employees. Faculty (denoted by capital "F") refers to the Faculty of the HS Division of the School of Health and Medical Sciences at large.
1. a. "Full Time Faculty" are those individuals whose principal duties are instructional, research, clinical, administrative or a combination thereof, whose contracts stipulate that they are full-time employees of Seton Hall University.
  - b. "Adjunct" or "Part-Time" Faculty are those individuals whose principal duties are instructional, research, clinical, administrative or a combination thereof, whose contracts stipulate that they are part-time employees of Seton Hall University. Adjunct Faculty enjoy rights and responsibilities as are specifically indicated in this Faculty Guide.
  2. The Chief Academic Administrator of the School of Health and Medical Sciences is the Dean (hereinafter, also referred to as the Office of the Dean).
  3. The term "Department" shall be defined as an academic instructional unit composed of one or more Faculty Members. It is headed by a "Chairperson" or "Chair" who is the functional head of the department.
  4. "Administration" includes the president, the "Provost" (the Chief Academic Officer of the University), the vice provost, associate provosts, assistant provosts, the Dean, associate dean(s) and assistant dean(s).
  5. The "Academic Year" is defined as July 1 to June 30
  6. The "Fiscal Year" is defined as the University's fiscal year.

7. "Academic Calendar Days" denotes the days of the academic year (Monday through Friday). It does not include academic holidays.
8. "Calendar Days" denotes the seven days of the week.
9. The term "Conflict of Interest", if used in the Faculty Guide, shall mean any situation where a Faculty Member's judgment and impartiality may be impaired by considerations of his/her own interest or a clash between the personal interests of the individual and their professional obligations, when the individual tries to perform that duty, while at the same time tries to achieve personal gain; the understanding and application of which will be guided by generally accepted standards of similar institutions of higher learning or as otherwise proscribed by University policy, including the Conflict of Interest and Commitment Policy.
10. "Accredited Institution" is an academic institution accorded that status by an accrediting agency approved by the specific relevant professional organizations and agencies.
11. "Accredited Program" is an academic program within an accredited institution, accorded that status by an accrediting agency approved by the specific relevant professional organizations and agencies.
12. "Notification" is a written communication that shall be effective if delivered personally to the Faculty Member or if sent by certified mail to the Faculty Member's residence as reported to the Department of Human Resources, postmarked by the date specified by the applicable provision of this guide or other University policy. University e-mail may also serve as legitimate notification.
13. "Appointment" is the written notification of a decision regarding employment, promotion, or specific committee assignments.
14. "Search Committee" is a committee that is appointed and convened for the purpose of identifying potential candidates for an open position and recommending one or more of the candidates to the Administration for further consideration.

## ARTICLE 2

### APPOINTMENTS

Appointments to the Faculty of the Health Sciences Division in the School of Health and Medical Sciences shall be term appointments only.

The terms and conditions of every appointment shall be stated in writing, signed by the Faculty Member and the Dean of the School and subject to the written approval of the Provost following the procedures outlined in Article 4 of this Guide. The template for this document appears in Appendix B. The Dean shall provide a copy of the fully executed appointment document to the Faculty Member. Any subsequent extensions or modifications of an appointment and any special understandings or conditions shall be stated in writing and signed as aforesaid. The Dean shall provide a copy to the Faculty Member within thirty (30) calendar days after its return to the Dean by the Office of the Provost. No verbal modification of the terms of any appointment shall be recognized or binding.

Ordinarily, appointments are to a single department, or in the absence of a department, to a school or college. A joint appointment is to two departments or colleges. Should a joint appointment arise, the appointment document shall specify which will serve as the primary department or college. A Faculty Member involved in a joint appointment shall not ordinarily teach more than one-half of the normal teaching load outside the primary Department or college.

A Faculty Member's rights as to governance apply only to the primary Department and the college or school under which that primary Department is located.

#### 2.1 TERM APPOINTMENTS

- a. Term appointments are full-time and may be renewed at the end of the current term. The decision to renew a contract is made by the Provost, with the recommendation of the Dean. Full-time initial term appointments are normally made for one (1) to three (3) years. Full-time reappointment normally may be offered for one (1) to three (3) year periods. However, a contract of up to five (5) years in length may be offered with prior approval of the Provost. Neither the initial term appointment nor any renewals thereof shall address the question of rank as per Article 3 of this Guide.
- b. The employment of a Faculty Member in the School shall be terminated at the expiration of the term specified. The University, through the person of the Provost, upon recommendation of the Dean, specifically renews the appointment, as per section 2.1.a. The Faculty Member must be notified in writing by the Dean's Office by December 30<sup>th</sup> prior to the year in which their contract expires of renewal or nonrenewal. All contracts expire by June 30<sup>th</sup> of the contractual year.

#### 2.2 RESIGNATIONS

A Faculty Member may resign his or her appointment in the School effective at the end of an academic semester. Notice must be given in writing to the Dean of the School, at the earliest opportunity, but no later than thirty (30) days prior to the start of the upcoming semester. If a renewal contract has been offered to the Faculty Member by the University for a new term and has been fully executed by all relevant parties, then notification of resignation from the University must be submitted in writing by the Faculty Member to the Dean's Office, no later than thirty (30) days prior to the start of the Faculty Member's new term appointment.

Under extreme circumstances, the Faculty Member may request a waiver of this requirement of notice, or may request to leave before the end of a semester. Notification of resignation or of a waiver request shall be submitted in writing by the Faculty Member to the Dean of SHMS.

### 2.3 DISMISSALS

- a. Termination of a term appointment before its specified end shall be effected by the University only for adequate cause as specified in sections 2.3.b and 2.3.c herein. Termination may be initiated by the Dean of the School, or by the University, through the person of the Provost of the University.
- b. Adequate cause for dismissal shall be related directly and substantially to the fitness of the Faculty Member in his or her professional capacity. The burden of proof that adequate cause exists rests solely with the University. Such a termination shall not be used to restrain a Faculty Member in the exercise of academic freedom or exercise of other rights normally granted to American citizens generally.
- c. **DISMISSAL PROCEEDINGS** may be instituted only for one or more of the following reasons:
  1. continued neglect of scheduled duties despite being notified of same in writing previously;
  2. serious violation of the rights and freedoms of fellow Faculty Members, administrators or students;
  3. unethical professional behavior related to teaching, scholarship or service, and/or unethical professional behavior with regard to the general standard of performance expected as a Faculty Member, and/or unethical professional behavior as dictated by the profession generally, which would normally lead to revocation of licensure or certification.
  4. conviction of a crime directly related to the Faculty Member's fitness to practice his or her profession;
  5. intentional falsification of credentials or academic experience;
  6. permanent loss of required professional licensure and/or certification (not including suspension without revocation);
  7. illegal immigrant status or losing permanent resident status, loss of work visa or right to reside or work within the United States;
  8. moral turpitude, extensive malpractice history; being/becoming uninsurable in regard to their clinical status and fitness to practice his or her profession, if relevant to the Faculty Member's duties.
- d. The Faculty Member shall have thirty (30) calendar days after receipt of a certified letter in which the reason(s) for dismissal are clearly articulated, in which to respond to the charges. In this written response, the Faculty Member may elect to have the University's statement of charges reviewed by the Faculty Grievance Committee, as set forth in Article 10. The Grievance committee shall

have thirty (30) calendar days from the close of the hearing to make its recommendations and report to the Dean.

- e. After considering the Faculty Member's response, and if applicable, the Grievance committee's report, the Dean shall inform the Faculty Member and the committee, in writing, of his/her decision. If it is the Dean's decision to modify or reject the committee's recommendation, the Dean shall state his/her reason(s) in writing.
- f. A decision by the Dean to dismiss a Faculty Member with a term appointment before the end of a specified term or to impose a less severe sanction (except for suspension with pay or written reprimand) may be appealed by the Faculty Member to the Provost. Such an appeal must be filed with the Provost and the Dean by the Faculty Member, within thirty (30) calendar days after the Faculty Member has received notice of the Dean's decision according to Section 2.3.d herein.
- g. A decision by the Provost, upon the recommendation of the Dean, to dismiss a Faculty Member with a term appointment before the end of a specified term or to impose a less severe sanction (except for suspension with pay or written reprimand) may be appealed by the Faculty Member to the President of the University. Under this circumstance, the faculty member is to receive a certified letter in which the reason(s) for the dismissal are clearly articulated, according to Section 2.3.d herein. The Faculty Member will have thirty (30) calendar days after the Faculty Member has received this notification to appeal to the President.

## ARTICLE 3

### APPOINTMENT and PROMOTION STANDARDS

In considering an applicant for appointment and promotion in the HS Division in the School of Health and Medical Sciences, all parties involved shall evaluate the application with reference to the criteria for the rank for which application is made. In general, work performed before coming to the University is the basis for appointment to initial rank; work performed after the appointment is the basis for the first promotion; and work performed after a previous promotion is the basis for subsequent promotion.

Each Department that evaluates an application for promotion shall forward the application to the Office of the Dean of the School and include a precise and detailed statement on the attributes of the applicant as teacher, scholar, clinician and contributor, as applicable, to the University, the profession, and to the community. The quality of teaching, scholarship, interactions with students, specific contributions to the Departmental, college and university affairs, clinical work, as applicable, leadership in the community, licensure, and, malpractice history shall be included in the departmental/program evaluation and recommendation.

The failure of the Department or Chairperson to submit timely evaluations to the Dean's Office regarding promotion shall not prevent the review process from continuing. At any point following the departmental or program recommendation, all parties involved shall follow the prescribed guidelines set forth by the SHMS Appointments and Promotions Committee (SHMS APC).

Once an application for either appointment or promotion has been submitted to the Dean's Office, written status letters shall be sent to the Faculty Member regularly, advising the Faculty Member of the status of his or her application through the process by the Co-Chairs of the SHMS APC. At a minimum, the applicant should receive a written status letter at the time the application is sent to the School's Appointment and Promotions Committee (APC), and at 90-day intervals, should a delay in the review process occur or need for further information or clarification cause a delay in the decision process. Notification of the need for clarification or further information may not be made to the applicant until the School's Appointment and Promotions Committee first meets.

Those concerned with making recommendations shall consider a Faculty Member's qualifications in the areas of teaching, scholarship, and service, as set forth below:

#### 3.1 TEACHING

Evidence related to teaching, which may be submitted with the application includes, but is not limited to:

- a. Applicant's statement of teaching objectives and significant teaching activities.
- b. Samples of instructional materials such as syllabi, lab manuals or other materials developed by the instructor for use by students in courses. Applicants do not need to include all instructional materials, but effective documentation requires a good sampling of materials from graduate, and where appropriate, undergraduate courses.
- c. Evaluation and Grading Methods: a statement on the use of examinations and papers and other instruments as a means of evaluating student success in handling the materials in the course should be included. The relationship between testing and the objectives of the course should be emphasized and the applicant should indicate whether he or she comments on examinations and papers when they are returned to students.

- d. Records of supervision of independent study courses, honor theses, graduate theses and dissertations, field trips, internships, clinical supervision, student research projects and practica.
- e. Development of new courses or labs, or new approaches to teaching.
- f. Formal student evaluations of teaching.
- g. Classroom observation by the chairperson, program director, and/or by senior Faculty Members delegated to that task by the Chairperson or program director. The applicant and the observers shall agree beforehand on the date for the observation and the characteristics to be observed.
- h. Publication of books or articles on teaching methods.
- i. Enrollment in courses or programs designed to improve teaching or to broaden one's expertise.
- j. Other documentation as determined by the Faculty Member being evaluated.

### 3.2 SCHOLARSHIP

Scholarship includes Research or other Creative Work

- a. Evidence shall include, but not be limited to: lectures and papers presented to professional organizations, articles in professional journals, books, research grants, awards, basic and applied research, bibliographic research, manuscripts, scripts, manuals, audio or video tapes, films, computer software, multimedia presentation and emerging forms of information technology, or any other documentation believed to be relevant, as determined by the Faculty Member being evaluated.
- b. The applicant shall document this scholarship by submitting full bibliographic detail. A copy of each publication or other research or creative material shall be submitted along with any evaluations by colleagues, reviews, citations, awards, and other forms of scholarly recognition. A letter of acceptance must accompany manuscripts accepted for publication (in press) from the publisher. Completed research that is not yet accepted may not be listed under publications. The applicant shall clearly distinguish research in progress from publication.
- c. In evaluating the merits of research or other creative work, greater weight shall be given to original authorship (single or multiple authored work) than to editorial work, to articles in refereed journals than in non-refereed journals, to non-refereed journals than to self-published or unpublished materials.

### 3.3 SERVICE to UNIVERSITY, SCHOOL, PROFESSION and COMMUNITY

#### a. SERVICE to the UNIVERSITY and SCHOOL

Service to the University and School shall include, but not be limited to:

- 1. Service to students such as serving as faculty moderator of a student activity or club.
- 2. Service on committees, task forces, governmental bodies; offices held and specific contributions to the group.

3. Cross-disciplinary lecturing and/or in-service training.

b. **SERVICE to the PROFESSION**

Service to the Profession shall include, but not be limited to: membership and offices held in professional organizations; contributing consultative, advisory, or editorial service in a professional capacity.

c. **SERVICE to the COMMUNITY**

Service to the Community shall include, but not be limited to: lectures, panel discussions, membership on advisory boards or civic committees; involvement in community, political or charitable organizations; services to religious bodies or to government.

**3.4 CRITERIA FOR ACADEMIC RANKS (Applicable only to full-time-SHMS Health Science Faculty)**

The ranks listed below may be awarded to full-time School-appointed health sciences faculty who teach in any Departments within the HS Division. No one will be awarded an academic rank more than one level above his or her current or most recent highest faculty academic appointment.

- a. **Instructor.** A master's degree or its equivalent in an appropriate field from an accredited institution, and evidence of potential for effective teaching either as attested by recommendations or by documented success in teaching.
- b. **Assistant Professor.** A doctoral degree or the commonly accepted terminal degree for that discipline or field from an accredited institution; evidence of teaching effectiveness or potential to teach effectively; evidence of research or potential to do research.
- c. **Associate Professor.** In addition to the credentials for assistant professor: four (4) years of full-time college or University teaching experience, evidence of teaching excellence, scholarly publication, research, or other creative work in the appropriate discipline or field; service to the University, the profession, or the community. Unlike the two lower ranks, promotion to this rank rests on proven ability and accomplishments. In exceptional cases, the Provost, upon recommendation of the Dean, may waive teaching experience for an initial appointment at this rank.
- d. **Professor.** In addition to the credentials for associate professor: four (4) years of full-time college or University teaching experience; demonstrated professional recognition of meritorious publications, research, or other creative work; continued and consistent excellence in teaching; service and leadership in the University, the profession or the community.
- e. Subject to the Provost's approval, the faculty of a Department may adopt additional written criteria for rank.

**3.5 CRITERIA FOR Academic Ranks (Adjunct or Part-time Faculty)**

- a. The criteria listed in Article 3.4 will apply to clinical ranks with the exception that non-salary faculty positions will be substituted for salary full-time faculty positions. The individual will be designated "Clinical Instructor," "Clinical Assistant Professor," "Clinical Associate Professor," and "Clinical Professor."
- b. A clinical rank does not translate directly to an equivalent academic rank. Application for promotion from a clinical rank to an academic rank will be governed by the appointment and promotion process in Article IV.
- c. Adjunct or Part-time professors have the opportunity to apply for clinical or academic ranks following the process delineated above in Article IV. It is not mandatory that adjunct professors apply for or be granted an academic rank.
- d. Any APC Criteria for Rank Guidelines subsequently issued by the SHMS Appointments and Promotions Committee and accepted by the faculty of the Division of Health Sciences after the adoption of this Faculty Guide for the SHMS Division of Health Sciences shall automatically apply and amend and/or supersede the provisions contained herein.

## ARTICLE 4

### 4.A. HIRING PROCESS

### 4.B. APPOINTMENTS and PROMOTIONS PROCEDURES

### 4.C. CONTRACT REVIEW PROCESS

#### 4.A. HIRING PROCESS

##### 1. ROLE OF THE SEARCH COMMITTEE

As part of a decision to search for a new and/or replacement Faculty Member, the Dean shall appoint and convene the Department Search Committee, provide pertinent information, and answer any questions from the Search Committee members. Thereafter, the Dean shall be excused from the Search Committee deliberations and the Search Committee shall proceed to its review and recommendations of individual applicants (See also Section 4.5.e herein).

The Search Committee shall review application materials received for the position to determine whether the candidate is appropriate for further review and possible recommendation for hiring.

The Search Committee shall submit its recommendations to the Dean in a timely manner.

Upon receipt of the information and recommendations received from the Search Committee and consultation with the Provost, the Dean will communicate with the Search Committee to advise them of the final decision made regarding any applicant recommended for hiring by the Search Committee.

##### 2. OFFER OF CONTRACT

Should an applicant be approved for appointment by both the Dean and Provost, the Dean shall extend an offer of employment and initial term appointment in accordance with Article 2.1.

#### 4.B. APPOINTMENTS and PROMOTION PROCEDURES

##### 1. APPLICATION PROCESS FOR INITIAL APPOINTMENT

- a. The academic rank of a faculty candidate is not negotiated during the hiring process. The newly appointed Faculty Member shall receive a term contract with no rank advised. Once a new full-time Faculty Member is appointed, s/he shall apply to the Appointments and Promotions Committee (as defined under Article 3) for award of an academic rank within the first semester of hire.

## 2. APPLICATION PROCESS FOR PROMOTION

- a. Each candidate seeking promotion in the HS Division in the School shall make written application to the SHMS Appointment and Promotions Committee under Article 4 and satisfy the applicable standards, with supporting documentation.
- b. All applications for promotion must be submitted using the process developed by the School's Appointment and Promotions Committee and approved by the Dean. Applicants will be advised of any additions to or subtractions from the application.
- c. Applications for promotion may be submitted at any time as long as the criteria of the School's Appointment and Promotions Committee have been met. Formal review by the APC will occur according to the annual APC schedule of meeting dates. Such promotion, if approved, shall become effective according to the schedule in effect of the Appointment and Promotions Committee. Any new rank can be assumed immediately during the employee's contract period but any salary adjustments attendant to the new rank shall not be addressed until and if/when the contract renewal negotiations are undertaken, usually in December of the year for contract renegotiation.
- d. All such applications shall be submitted to the Department Chair who shall forward the applications to the Dean. The Office of the Dean shall immediately provide a copy of all application materials to the School's Appointment and Promotions Committee.
- e. The Department Chair shall also submit his or her recommendations to the School's Appointment and Promotions Committee through the Dean's Office, who passes it to the School's Appointment and Promotions Committee. The School's Appointment and Promotions Committee will then consider the application for promotion. The failure of the Department Chair to submit a timely evaluation regarding promotion shall not prevent the review process from continuing. If the candidate for promotion is himself or herself a chairperson, the application packet will not include a Chairperson's review.
- f. The School's Appointment and Promotions Committee shall forward its recommendation to the Dean, who will make the final recommendation at the School level. The Dean will then notify the applicant in writing of the action recommended, with a copy to the Chairperson of the School's APC, who will then advise the APC committee members of the Dean's recommendation. The application and the Dean's recommendation will subsequently be forwarded to the Provost who will make the final recommendation on the application. Applications positively recommended by the Provost will be forwarded to the Board of Regents for final action.
- g. Should an application for promotion be denied by the Dean, the decision of the Dean is appealable to the Provost, PROVIDED the application has been positively recommended by a simple majority vote of the School's Appointment and Promotions Committee. No appeal is permissible if the Dean and a majority (defined as  $\frac{1}{2}$  of the membership of the School's APC + 1 member) of the APC rejects the candidate's application.
- i. Should a decision favorable to promotion of the candidate be reached after appeal to the Provost, applications positively recommended by the Provost will be forwarded to the Board of Regents for final action.

### 3. WITHDRAWAL

- a. An applicant has the right to withdraw an application for promotion at any stage in the process, without penalty.
- b. All requests for withdrawal shall be made in writing to the Department Chairperson, who will then advise the Dean's Office, in writing, of the request for withdrawal.
- c. A copy of submitted materials as well as the letter of withdrawal will be kept by the University as part of the Faculty Member's University record. As such, these records are confidential and not subject to review for later application for rank.

### 4. NOTIFICATION

- a. If the applicant submits a completed application to the School's Appointment and Promotions Committee, at each step of the process, the applicant will receive timely notification of the process occurring. Should the APC find the application incomplete or additional materials required, the applicant will be notified of the missing or incomplete materials and shall be given an opportunity to supply them.
- b. Notification of the final decision shall be sent by certified mail to the applicant. The certified letter shall be sent to the Faculty Member's residence as indicated in the records held in the Department of Human Resources.

## 4.C. CONTRACT REVIEW PROCESS

This process only applies to faculty employees who have been assigned an academic rank previously and are eligible for contract review and renegotiation, if indicated.

### 1. PROCEDURES FOR EMPLOYMENT CONTRACT REVIEW FOR FULL-TIME FACULTY

- a. By August 15<sup>th</sup> of the year preceding the expiration of their contract, HS Faculty Members whose contracts expire on June 30 will be notified in writing, by the Office of the Dean of the due date for submission of their academic portfolio for contract review. The Office of the Dean will also inform the Faculty Member's Department Chair in writing.
- b. By September 30<sup>th</sup> of the final contract year, the Faculty Member applying for contract renewal will submit a portfolio as described in 4.C.3.a.
- c. By October 30<sup>th</sup>, the Department Chair shall submit his/her recommendation regarding the Faculty Member's contract renewal to the Dean according to the guidelines in 4.C.3.a, Guidelines for Preparation and Submission of Portfolios in Advance of Contract Review.
- d. Beginning December 1<sup>st</sup>, the Faculty Member and Dean will meet to review and discuss the contents of the portfolio and review the Faculty Member's performance and other activities in the current contract period. The Dean and Faculty Member may discuss terms of a new contract and salary, if warranted. Following this meeting, the review process and key points to be included in the contract shall be memorialized, in writing, and the

renewed Faculty Member shall receive a new proposed term contract (see Appendix A) subject to approval of the Provost.

- e. The process of contract review and renewal and term reappointment shall conclude at least six (6) months prior to the end of the current appointment term (or by December 31, whichever comes first). The Office of the Dean will submit to the Faculty Member the new contract offer (two originals) within thirty (30) days of the formal meeting for contract review. The Faculty Member will return the signed contract documents to the Office of the Dean within ten (10) business days. The Office of the Dean will forward the contract documents to the Office of the Provost for review. If the Provost approves and signs the contract, the Office of the Dean will forward one fully executed contract to the Faculty Member and retain one copy in the employee's file in the School.

## 2. LENGTH OF TERM

The terms for contract renewals can normally range from one (1) to three (3) years. However, contracts up to five (5) years in length may be offered with prior approval of the Provost.

## 3. EVIDENCE TO BE CONSIDERED IN THE CONTRACT REVIEW PROCESS

As part of the Faculty's normal annual performance, the Department Chair will conduct an annual Performance Evaluation of the Faculty Member's conduct during the academic year, thereby providing the Faculty Member with a touch point of familiarity with their performance and standing, which should avoid any confusion regarding the Faculty Member's status for contract renewal recommendation.

- a. Portfolios are to be submitted to the Faculty Member's 'primary' Department Chair by the due date. Chairs shall prepare a memorandum to the Dean which specifically addresses the Faculty Member's performance in the areas of (1) Teaching, (2) Scholarship, and (3) Service, during the Faculty Member's current contract period. In turn, the Chair's memorandum is enclosed in the Faculty Member's Portfolio which is submitted to the Dean. The Portfolio should be submitted to the Chair by September 30.
- b. Below are guidelines for preparation of the Portfolio:
- Prepare a three-ring binder with three dividers labeled TEACHING, SCHOLARSHIP, and SERVICE. For any Chair whose contract is up for review, a fourth divider, labeled ADMINISTRATION, will also be included.
  - A preliminary section should be included before the three or four primary sections and include the Chairs' assessment letters from the Annual Reviews (section 4b).
  - Each section of the binder should provide:
    - a narrative about the Faculty Member's accomplishments in each of the areas during the Faculty Member's current contract period;
    - proposed goals for each of the three (3) above areas; and
    - samples/evidence to substantiate some of the significant accomplishments in each of these areas during the Faculty Member's current contract period.

- Guidelines for preparation of the narratives and goals:
  - TEACHING – in the narrative, the Faculty Member may include a statement of teaching objectives and significant teaching activities accomplished during the current contract period. The Faculty Member may describe his/her philosophy of teaching and describe teaching methods and how student success was measured. The Faculty Member may describe how s/he uses exams, papers and other instruments to measure student learning.
  - SCHOLARSHIP – in the narrative, the Faculty Member should summarize activities in this area that are related to projects engaged in during the current contract period. This would include lectures, articles, books, personal research grants, commissions, awards, applied research, and manuscripts.
  - SERVICE – in the narrative, the Faculty Member should summarize activities in this area that are related to activities engaged in related to service to the University, to the profession, and to the community during the current contract period. For the University, this might include service to students as a faculty moderator of a student activity or engaging in extra-curricular activities with students. For the profession, this might include membership and offices held in professional organizations, or contributing consultative, advisory, or editorial service in a professional capacity. For the community, this might include lectures, panel discussions, membership on advisory boards or civic committees, involvement in community, political or charitable organizations, or service to religious bodies or to government.
  - GOALS – at the conclusion of each of the above narratives, the Faculty Member should include a paragraph that proposes his/her future goals for each of the above three (3) areas (i.e., teaching, scholarship, service).
  
- Below are some examples of evidence that might be used to substantiate accomplishments in the above three (or four for Chairs) categories:
  - TEACHING - evidence might include University teaching data reports, data from SHMS teaching evaluations, narrative comments from students, materials from new courses prepared (or in preparation), samples of instructional materials such as syllabi, manuals, or other materials developed by the instructor for use by students in courses, records of supervision of graduate theses and dissertations, clinical supervision and practica, reports of classroom observations by Department Chair or senior Faculty Members, publication of books or articles on teaching methods, enrollment in courses or programs designed to improve teaching.
  - SCHOLARSHIP - evidence might include copies of published articles, manuscripts in press (accepted for publication), copies of acceptance letters (or emails) for papers presented at professional meetings, copies of letters of invitation to present at professional meetings, copies of grant awards.
  - SERVICE – evidence might include letters appointing the Faculty Member to a school-wide or University-wide committee or professional association committee copies of awards received for service provided to professional and community based organizations.
  
- The above examples represent a sample of what kinds of materials might be included to substantiate accomplishments described in each section. Individual Faculty Members may choose to add additional items not described that are appropriate for a given category.

**4. PROCEDURE FOR NON-RENEWAL of FULL-TIME FACULTY CONTRACT**

- a. In the case where a full-time faculty contract comes due for contract review and it is decided that the Faculty Member's contract will not be renewed, the following procedure must be followed:
  1. By December 30<sup>th</sup> prior to the year in which their contract expires, the Faculty Member will be notified by the Office of the Dean of contract nonrenewal. All contracts expire by June 30 of the contractual year. The Dean will follow the procedures delineated in Section 2.3 Dismissals, herein.
  2. The Dean shall indicate the reasons for non-renewal in writing to the Faculty Member, the reasons of which will serve as the basis for any appeal by the Faculty Member to either the Faculty Grievance Committee or Provost. Reasons for non renewal shall include only those for cause, as indicated in Section 2.3.c herein.
  3. Should the Dean deny renewal of the Faculty Member's contract, the decision of the Dean may be appealed to the HS Division's Faculty Grievance Committee, according to Section 2.3 herein. The appeal must be made in writing, by letter addressed to the Dean of the SHMS, within 30 calendar days of receipt of notice of contract nonrenewal from the Dean's Office.
  4. All faculty members retain the right to appeal the decision by the Dean for nonrenewal of a contract to the Provost.

**5. GUIDELINES FOR CHAIRS**

- a. Department Chairs will submit a memorandum to the Dean that will be included in the front of the Faculty Member's portfolio. This memorandum shall be prepared after the Chair has had the opportunity to review the Faculty Member's submitted Portfolio and meet with the Faculty Member. The memorandum should provide a precise and detailed commentary on the accomplishments of the Faculty Member as a teacher, scholar and contributor to the University, the profession, and the community. The statement should comment on the quality of scholarship, concern, and enthusiasm for teaching, interactions with students, specific contributions to the Department, school, and University, and leadership in the community. With regard to departmental impact, the statement should directly comment on the Faculty Member's ability to work effectively as part of a team and the effect the Faculty Member's interactions have on his/her colleagues' professional productivity and performance. The Chair may choose to add other relevant information at his/her own discretion.
- b. For a Faculty Member who is up for contract review and who teaches in more than one Department, the Chair of the "home Department" is responsible for securing evaluative data on the Faculty Member from the additional Department Chairs. Those written commentaries should be submitted with the Faculty Member's Portfolio when it is transmitted to the Office of the Dean.
- c. Non-renewal of a Chair's contract does not per se affect the individual's status as a Faculty Member.

## 6. RENEWAL OF CHAIRS

Chairs that are up for contract review will prepare a narrative regarding their own ADMINISTRATION skills and accomplishments during the current contract period. This section should include a statement of the Chair's leadership philosophy and describe strategies used to motivate and lead others. The Chair should include examples of leadership challenges and achievements for the current contract period. This section should conclude with a statement (or list) of proposed leadership goals and objectives for the Department and the Chair. Following the narrative, the Chair should submit evidence of achievements in administration, such as a list of achieved goals, new policies, procedures, or initiatives, or Department documents created by the Chair for the current contract period. The Chair should provide evidence that substantiates the achieved goals.

The Associate Dean of the Division Health Sciences will submit a memorandum to the Dean that will be included in the front of the Chair's portfolio. This should be prepared after the Associate Dean has had the opportunity to review the Chair's submitted portfolio. The Associate Dean is to share the memorandum with the Chair at a meeting. The memorandum should provide a precise and detailed commentary on the attributes/accomplishments of the Chair as an administrator in the School of Health and Medical Sciences, and as a teacher, scholar and contributor to the University, the profession, and the community. The statement should comment on the quality of scholarship, concern, and enthusiasm for teaching, interactions with students, specific contributions to the Department, school, and University, and leadership in the community. With regard to Departmental impact, the statement should directly comment on the Chair's ability to lead a team and foster faculty development within their Department. The Associate Dean may choose to add other relevant information at his/her discretion.

## 7. ANNUAL EVALUATION PROCEDURE

- a. Written notification shall be provided by the Department Chair to each Faculty Member giving him/her at least thirty (30) days prior to the faculty evaluation to provide the materials required by Section b. below.
- b. The materials to be provided for the annual review shall include the same materials described in Article 4 Sections 4.1, Teaching, Article 4.2, Scholarship, and Article 4.3, Service, herein. In the case of Department Chairs, a fourth section, Administration, shall be included.
- c. The Department Chair shall assess the materials submitted by each Faculty Member and write his/her evaluation.
- d. The Department Chair shall meet with each Faculty Member, ideally by June 30, to review the assessment and to discuss the goals of each Faculty Member for the upcoming year.
- e. The Department Chair and the Faculty Member shall each sign the assessment document to acknowledge that it was read and discussed.
- f. Department Chairs shall meet annually with the Associate Dean of the HS Division and follow the procedures outlined in this section.

## ARTICLE 5

### LEAVES

Full-time members of the Faculty in the HS Division of the School of Health and Medical Sciences are eligible, consistent with the provisions of this article, to apply for sabbatical leaves, unpaid leaves of absence, medical leaves, and leaves for political activity, government service, military service and jury duty.

#### 5.1 SABBATICAL LEAVES

The major purpose of sabbatical leave is to provide an opportunity for continued professional growth and new or renewed intellectual achievement through study, research, scholarly writing, or professionally related travel.

The number of sabbatical leaves awarded each year shall depend on upon the financial ability of the School to meet its continuing obligation to provide a balanced, quality academic program to its student body.

- a. Remunerated employment during the sabbatical leave period shall only be made with consent of the Provost.

#### A. ELIGIBILITY

1. All full-time Faculty Members in the HS Division of the SHMS have the right to apply for sabbatical leave for each period of four (4) years of full-time faculty service in the HS Division of the School, exclusive of time on leave.
2. In exceptional cases, members of the HS Division Faculty in the School, having previous academic employment of four (4) or more years at other institutions of higher education, have the right to apply for their first sabbatical leave after completing a minimum of three (3) years of full-time employment in the HS Division of the SHMS.

#### B. APPLICATION and GRANTING PROCEDURE

1. Every applicant must apply for sabbatical leave on forms provided by the Office of the Dean of SHMS.
2. Every applicant must state the purpose, as specifically as possible, in applying for sabbatical leave, in a written proposal to the Office of the Dean of the School. The proposal summary should be one to two pages in length and should include a statement of the goal of the work to be completed during the sabbatical leave, along with a plan of expected outcomes.
3. Applications must be submitted by December 1 of the year preceding July 1 of the academic year in which the leave is to be taken, to the Faculty Member's Department Chairperson. Chairs shall submit their recommendations to the Dean's Office by January 10. The Dean's Office shall take action on applications by February 1. The Dean will take into consideration the recommendations received from the appropriate Department Chair(s) as well as the application materials submitted. The Dean will make his recommendation in a timely manner to the Provost. The final decision to grant sabbatical

is made by the Provost, who will approve or deny the sabbatical application no later than October 1.

4. At each step of the process, the respective body or individual shall inform the applicant and all appropriate parties (Department Chair, Dean), in writing, of the recommendations made.
5. The applicant has the right to appeal the decision of the Department, to the Dean. Should an application for sabbatical leave be denied by the Dean on its merits, after approval by the Department, the decision of the Dean is appealable to the Provost of the University.
6. A Chairperson is eligible for sabbaticals and should submit all applications directly to the Dean, by December 1 of the year prior to the July 1<sup>st</sup> start of the academic year in which the Sabbatical is requested, as defined under Section 5.1.B herein.

C. Faculty, including Department/Program Chairs, may apply for half-year or full-year sabbaticals.

**D. CRITERIA FOR SELECTION**

Every participant involved shall consider the advantages of such leave to the applicant and to the School and/or the University. Primary consideration shall be given to the academic potential of the Faculty Member's proposal in terms of its contribution to the discipline, the intellectual development of the individual, and to the strengthening of the Department, the School and/or the University.

1. The faculty-applicant should specify whether they are applying for a 6-month (January to June or July to December) or 1-full year sabbatical leave within the written proposal submitted.

**E. COMPENSATION and EXPENSES**

1. Salary payments during sabbatical leave shall be full pay for half-year sabbaticals and three-quarter pay for full year sabbaticals. Salary payments are calculated only on the Faculty Member's base salary and will continue for the term of the leave as specified in the Faculty Member's proposal, according to Section C.1 herein.
2. The granting of sabbatical leave shall not affect any salary increment for which the applicant may otherwise be qualified.
3. A Faculty Member on sabbatical leave shall be entitled to the continuation of pension and other fringe benefits provided by the University.
4. All approved sabbatical leaves during which time the Faculty Member is granted continuation of salary or other financial compensation from the University will follow University procedures and protocols regarding remuneration.

**F. PRODUCTION OF WORK PRODUCT FROM THE SABBATICAL LEAVE**

At the conclusion of a sabbatical leave, the Faculty Member shall forward to the Departmental Chairperson, the Dean of the School and the University Provost, copies of a report of his/her activities during the period of the sabbatical leave.

**G. UNIVERSITY HUMAN RESOURCE POLICIES PERTAINING TO SABBATICAL LEAVES**

In regard to any sabbatical leaves, existing University policies shall compliment this Guide's information on matters not addressed in this Guide, as well as to decide any matters where a conflict may exist with University Human Resource Policies or Procedures.

**5.2 OTHER LEAVES OF ABSENCE**

All full-time Faculty Members in the HS Division may apply for the following leaves of absence: 1) professional development of the Faculty Member; and 2) the protection and/or recovery of health, including family emergencies, in addition to the normal leaves of absence provided for under the National Family Leave Act (e.g., maternity leave, caring for an elderly parent), and Military Service.

- a. The procedures for application and granting of a leave of absence are similar to the procedures described in sec. 5.1.B., sabbatical leave. Also, required deadlines may be waived in unusual circumstances, as when an applicant's leave depends upon approval by a grant external to the University such as a foundation grant or national fellowship.
- b. Leaves for the protection and/or recovery of health are frequently extraordinary requests and will be expedited.
- c. In special circumstances, ordinary leaves of absence may be granted with compensation.
- d. Where it enhances the professional development of the Faculty Member, a leave of absence may be granted for the purpose of engaging in temporary employment elsewhere.
- e. The continuation of the University's contribution to fringe benefits during the leave of absence shall depend on the circumstances of the leave, and the precise status of the Faculty Member's benefits shall be stated in writing by the Dean in the letter approving the leave of absence. If the University does not continue its contribution, the Faculty Member has the option to maintain any or all fringe benefits at their expense during the period of the granted leave of absence.
- f. A Faculty Member on leave of absence for reasons of health, or to participate in a fellowship or professional program (except when pursuing an advanced degree), shall have fringe benefits paid by the University during the leave of absence period.
- g. The maximum period of time that may be spent on any single leave of absence is two (2) calendar years (excepting any qualifications under the National Family Leave Act). The failure of any Faculty Member in the HS Division to return to his/her full-time appointment after the agreed upon leave shall result in termination of the employment contract period. The Dean shall notify the Faculty Member in writing of the requirement to return, at least one hundred twenty (120) days before the scheduled termination of the leave. Should the leave be granted for less than 120-days, the

expected date of return will be specified in the letter of approval issued from the Dean, as specified in Section 5.2.e herein.

#### A. MEDICAL LEAVES OF ABSENCE

A Faculty Member who is unable to work because of illness or disablement for one (1) to ten (10) academic calendar days must notify his or her Department Chairperson (or, where applicable, to the Dean), of the reason for the absence and its estimated duration, within the guidelines for privacy as provided for in the Health Insurance Portability and Accountability Act of 1996, *as amended*, April 14, 2003. A written statement of need for medical leave from a licensed, practicing physician or suitable healthcare provider, should be provided to the Department Chairperson, or where applicable, to the Dean.

It is expected that, as a matter of professional courtesy, faculty colleagues shall substitute for absent members in teaching and other assignments without receiving any additional compensation. Where this is not possible, the Faculty Member, upon returning from medical leave, shall be expected to make up any missed classes as soon as possible.

#### B. PROCEDURES

A Faculty Member who is unable to work for more than two (2) weeks [ten (10) academic calendar days] because of illness or disablement shall be granted a leave of absence in accordance with the following procedures and conditions:

1. Within these two (2) weeks the Faculty Member is expected to notify, or cause to be notified as promptly as possible, the Department Chairperson, of the member's illness or disablement, and provide the Department Chairperson (or where applicable, to the Dean) with a letter from his or her physician or suitable healthcare practitioner, indicating the date of the inception and estimated duration of the illness or disability. When a Faculty Member knows in advance of an expected absence due to illness or disablement, the member shall notify his or her Department Chairperson as soon as practicable, without undue delay.
2. Upon receiving notification, the Department Chairperson shall transmit the information to the Dean for leave approval.
3. The leave shall be approved by the Dean and shall take effect two (2) weeks after the date of inception of the illness or disability and shall extend for the duration of the disability as attested by the member's physician *or* six (6) months, whichever is shorter. The Office of Human Resources shall provide the Faculty Member with a summary of medical benefits.
4. Paragraph 5.3.A.3 notwithstanding, a Faculty Member who is absent from teaching duties for more than four (4) weeks [twenty (20) academic calendar days] shall not resume teaching duties for the remainder of the semester in which the illness or disability occurred, or be assigned other duties. Full salary shall be resumed upon return to University service.
5. Paragraph 5.3.A.4 notwithstanding, upon discussion with and in consideration of the physical health and wellness of the Faculty Member upon return from medical leave, the Department Chairperson and Faculty Member may wish to discuss returning the Faculty Member to his or her regular duties as faculty, and in agreement, such decision may be made to return the Faculty Member to his or her regular duties if

medically appropriate, in conjunction with a determination from the Faculty Member's referring medical practitioner.

6. RETURN FROM MEDICAL LEAVE STATUS

Upon return from a medical leave, the Faculty Member shall submit to the Department Chairperson or (or where applicable, to the Dean), a physician's statement certifying that the Faculty Member has recovered and can resume normal duties without restriction. The University may, at its option, refer the Faculty Member to a physician mutually agreeable to the University and the Faculty Member, for an examination prior to the member's resumption of duties. The findings of such physician with regard to the member's ability to return to work shall be conclusive.

7. APPLICABILITY OF MEDICAL LEAVE PROVISIONS

- a. The provisions of medical leave according to Sec. 5.3 herein, shall apply in all respects to a Faculty Member's illness or disablement caused or contributed to by pregnancy, childbirth and/or recovery.
- b. The provisions of medical leave according to Sec. 5.3 herein, shall apply in all respects to a Faculty Member's illness or disablement caused by or contributed to while working at the University. Such illness is covered by Workers' Compensation in accordance with the provisions of the Employer's Liability Insurance Law of New Jersey. All injuries in the performance of duties must be reported immediately to the University infirmary. The infirmary shall prepare the proper worker's compensation form that is required to qualify for benefits.

C. DISABILITY COMPENSATION

1. A Faculty Member in the first year of service at the University may receive an amount equal to the difference between the temporary disability insurance payments to which the member is entitled and the member's base contract salary for one month.
2. A Faculty Member who has from two (2) to ten (10) years of service at the University shall receive for two (2) months an amount equal to the difference between the temporary disability payments to which the member is entitled and the member's base contract salary. For an additional period of leave of up to four (4) months in each academic year, such Faculty Members shall receive 60 percent of their base contract salary (disability plus University payments). A Faculty Member who has from ten (10) years to fifteen (15) years of service at the University shall receive four (4) months an amount equal to the difference between the temporary disability payments to which the employee is entitled and the member's base contract salary. For an additional period of leave of up to two (2) months in each academic year, such Faculty Member shall receive 60 percent of their base contract salary (disability plus University payments). A Faculty Member who has 15 or more years of service at the University shall receive for six (6) months an amount equal to the difference between temporary disability payments to which the member is entitled and the member's base contract salary.
3. In the event a Faculty Member continues to be disabled after being on medical leave for six (6) months, the member, if declared eligible by the University's insurance carrier, shall be entitled to benefits under the University's total disability plan. In addition, the University shall pay the Faculty

Member's health program premiums for the duration of the period of disability or until the expiration of the contract, whichever comes first.

4. Members of the full-time faculty of the HS Division, ineligible for total disability, shall be placed on an unpaid leave of absence for one (1) year but shall have health program premiums for which they are eligible paid by the University during this period. In the event such a Faculty Member continues to be disabled after that period, the University's obligations to such Faculty Member shall cease.

#### **D. LEAVES FOR POLITICAL and GOVERNMENTAL SERVICE**

Faculty Members, as citizens of the United States, are free to engage in political activities. Leaves may be granted for political activity and governmental service in accordance with procedures established in Sec. 5.2 herein. Where appropriate, such requests for leave shall be expedited. The terms of each leave of absence shall be made in writing.

#### **E. LEAVES FOR JURY DUTY**

The University reserves the right to seek a delay in jury service to a time that shall not interfere with the Faculty Member's class or academic schedule. If the delay is not granted, the University shall provide substitutes and continue the Faculty Member with full salary and fringe benefits during the term of the jury duty. A Faculty Member notified of jury duty is obligated to immediately inform his/her Chairperson, or where appropriate, the Dean.

#### **F. LEAVES FOR MILITARY SERVICE**

If a Faculty Member is called to active duty in the Armed Forces of the United States, the leave shall not affect the member's faculty status.

- a. In regard to any military service leaves, existing University policies shall compliment this Guide's information on matters not addressed in this Guide, as well as to decide any matters where a conflict may exist with University Human Resource Policies or Procedures.

#### **G. UNIVERSITY HUMAN RESOURCE POLICIES PERTAINING TO LEAVES OF ABSENCE**

In regard to any leaves of absence, existing University policies shall compliment this Guide's information on matters not addressed in this Guide, as well as to decide any matters where a conflict may exist with University Human Resource Policies or Procedures.

## ARTICLE 6

### FACULTY RIGHTS and RESPONSIBILITIES

#### 6.1 ACADEMIC FREEDOM

- a. All members of the Faculty of the HS Division in the School of Health and Medical Sciences are entitled to academic freedom as set forth in the 1940 "Statement of Principles on Academic Freedom and Tenure with the 1970 Interpretative Comments" formulated by the Association of American Colleges and the American Association of University Professors (a copy of this document is available in the Office of the Dean of the School of Health and Medical Sciences).
- b. Academic freedom is essential to the purposes of the University and applies to both teaching and research. Freedom in research is fundamental to the advancement of knowledge. Academic freedom in teaching is fundamental for the protection of the rights of the teacher and of the student.
- c. Faculty Members are entitled to freedom in discussing their academic subjects. They should be careful not to introduce matter in the classroom that does not contribute to the student understanding of the course for which the Faculty Member has responsibility.
- d. When Faculty Members speak or write they are free from University censorship, but their special position in the community imposes special obligations. As scholars and members of the University, they should remember that the public may judge their profession and the University by their remarks. Therefore, they should at all times endeavor to be accurate, to exercise appropriate restraint, and to show respect for the opinions of others. While properly identifying themselves to outside audiences, they should not purport to function as institutional spokespersons unless specifically commissioned to serve in such capacity.
- e. The Faculty Members' primary responsibility to their subject matter is to seek and to state the truth as they see it. They are expected to devote their energy to develop and improve their scholarly competence. They are obligated to exercise critical self-discipline and judgment in using, extending and transmitting knowledge. Faculty Members must practice intellectual honesty.
- f. As teachers, Faculty Members encourage the free pursuit of learning in their students and protect student academic freedom. They foster honest academic conduct and, on their part, provide equitable evaluations of student performance. They respect the confidential nature of the relationship between Faculty Member and student. They acknowledge significant assistance from students and avoid any exploitation of students for their own private advantage.
- g. If Faculty Members allege that considerations in violation of academic freedom significantly contributed to a decision adverse to them, they should employ the grievance procedures specified in Article 13 herein.

#### 6.2 GENERAL FACULTY RESPONSIBILITIES

- a. Full-time faculty holding twelve (12)-month appointments for the fiscal year have professional responsibilities to the University for the period commencing July 1 and ending June 30, with the understanding that, in addition to University holidays and closures as noted in the University

calendar and special announcements, such Faculty Member is entitled to one (1) month's vacation during that period, to be taken at time(s) that do not interfere with the Faculty Member's responsibilities.

- b. Faculty Members are obligated to follow the University calendar.
- c. The primary professional responsibility of each member of the faculty is to the School, the University community and the profession. Since Faculty Members should display a high degree of professionalism, they shall:
  - 1. Aspire to excellence in teaching, promote the learning process and stimulate the intellectual development of their students.
  - 2. Keep informed of contemporary developments in pedagogy and in their fields of specialization.
  - 3. Accept a reasonable number of assigned or elected committee responsibilities and conscientiously serve on those committees of which they are members.
  - 4. Serve as a resource to University, college or Department student organizations, when this is consistent with other obligations.
  - 5. Recognize their obligations to the University, University graduates and their families, by attending annual academic events such as faculty convocation and commencement exercises.
  - 6. Adhere to reasonable deadlines and schedules established for the timely reporting of grades and for other matters related to student registration and record keeping.
  - 7. Assume a reasonable share of responsibility in student academic advisement, in the student academic review process, and in curriculum review and development.
- d. SERVICE TO THE PROFESSION: The Faculty Member is expected to perform service, according to the following guidelines:
  - 1. Actively participate in regional, state, national and international professional societies.
  - 2. Contribute to the scholarly advancement of the profession.
- e. RESEARCH: The Faculty Member is expected to participate in research endeavors according to the following guidelines:
  - 1. Keep informed of contemporary scholarly developments in the profession.
  - 2. Actively conduct research in their area of expertise as appropriate to their profession.

### 6.3 INSTRUCTIONAL DUTIES

#### A. HS DIVISION FACULTY WORKLOAD

The primary faculty responsibilities are in the areas of teaching, scholarship and service. Based on these global areas, the faculty workload projection is an 18-credit workload per academic year, including teaching credits and other credits as delineated in the HS Division Workload Table **(NOTE; THE FACULTY WORKLOAD METHODOLOGY TABLE IS TO BE COMPLETED BY THE HS DIVISION CHAIRS AND THE OFFICE OF THE DEAN PRIOR TO THE FIRST ACADEMIC YEAR AFTER ACCEPTANCE OF THIS GUIDE and will be amended hereto thereafter)**. Credits are spread across three semesters: fall, spring and summer, and shall not exceed 9 credits per semester.

##### TEACHING

- a) (To be inserted when the SHMS faculty workload methodology is available)

##### OTHER WORKLOAD CREDITS

- a. (to be inserted, if needed, after the SHMS faculty workload methodology is available)

#### B. ACADEMIC ADVISING

1. Faculty Members are expected to advise a reasonably proportionate number of students in their Department.
2. Advising includes activities such as: course sequencing, registration, mentoring, professional development, but does not include fieldwork, practicum scheduling, practicum placement and related duties. Assignments are made as equitably as possible by the Department Chairperson.

#### C. LIMITATION on ADVISING and COMMITTEE WORK

1. Faculty Members, unless otherwise provided herein, shall not normally be required to exceed a maximum of nine (9) working hours per week, inclusive of the office hours indicated Section 6.3.D herein, in the performance of professional duties such as student advisement and departmental, School and University committee work.
2. This limitation does not apply to elected faculty offices.

#### D. PROFESSIONAL ACTIVITIES and PROFESSIONAL SERVICES

The University encourages faculty participation in other unpaid professional activities that add to the Faculty Member's knowledge, qualifications and reputation, and to the reputation of the University, so long as these activities do not interfere with his/her primary responsibility to the University. The Faculty Member shall cooperate with the University in striving to inform both the University community and the outside community of such achievements.

**E. TEACHING OVERLOAD**

1. Overload assignments shall be made by the Department Chairperson. Assignments of overload may be made only with the permission of the affected Faculty Member. The Department Chairperson shall notify the Dean of each overtime assignment.
2. Overload shall not exceed three (3) contact hours or one (1) course, whichever is greater, per academic year, without the prior written approval of the Dean. In no case shall a Faculty Member teach more than one overload course (not to exceed three credits) per semester.
3. No Faculty Member may combine overload with time released from teaching load for research or administrative duties.
4. Compensation for the preparation and/or teaching of noncredit courses or for extraordinary services under any circumstance shall be by special contractual arrangement between the Faculty Member and the Dean.
5. The assignment of clinic placement credits on a per student basis to any fieldwork coordinator or direction of clinical education will not constitute an overload for those individuals.

**F. RELEASE TIME**

1. A Department Chairperson may recommend to the Dean load reductions for a term or full academic year for full-time Faculty Members engaged in the assignments listed below. Determination of reductions shall be made by the Dean from the list of department recommendations.
  - i. Supervision of special academic programs.
  - ii. Preparation of new academic programs of substantial scope.
  - iii. Unusual responsibilities related to teaching, service or scholarship.
    - a. Recommendations may be made to accommodate special circumstances and will be considered on a case-by-case basis, on a per-term basis.
    - b. Provisions, modifications or amendments should be made in the Faculty Member's contract to reflect Section 7.H as needed.
2. Load reductions supported by funded research shall be made pursuant to the terms of the contract or grant award. All proposals for grants and contracts shall be approved in accordance with current University policy.

3. Any circumstance for which release time is not provided for directly in this section will be reviewed by the Dean's Office in conjunction with recommendations from the Department Chairperson on a case-by-case basis.

#### G. OFFICE HOURS

All full-time faculty shall hold office hours at least three (3) hours per week during the fall and spring semesters, and at least one (1) hour per week in the SHMS summer semester. These office hours are to be posted in advance and made available to the Departmental Chairperson.

#### 6.4 OUTSIDE FACULTY EMPLOYMENT

Unless otherwise provided for in this document, or under extraordinary circumstance, no Faculty Member may engage in professional consulting and/or outside employment which interferes with the Faculty Member's teaching, scholarship or service responsibilities and professional obligations to the University. Otherwise, Faculty Members may pursue outside employment as related to their profession, but must advise their Department Chairperson of the Faculty Member's roles and responsibilities.

- a. Employment unrelated to the Faculty Member's profession (hereinafter "Subservient Employment") may be pursued provided that it does not interfere with the Faculty Member's teaching, scholarship or service responsibilities, or other professional obligations to the University. The Faculty Member must advise the Department Chairperson of any such employment verbally.
- b. Should subservient employment to the Faculty Member's profession interfere directly with the Faculty Member's normal performance of duties and obligations to the Department, SHMS or the University, the Department Chairperson retains the right to request the Faculty Member to cut back on their hours of time spent at subservient employment, or request the Faculty Member to terminate their subservient employment activities.
- c. Should the employee refuse to reduce or terminate the subservient employment as requested by the Department Chairperson, the Department Chairperson retains the right to bring the matter to the attention of the Dean for consideration of appropriate action or sanctions.

## ARTICLE 7

### FACULTY PERSONNEL FILES

#### 7.1 CATEGORIES OF PERSONNEL FILES

The University shall maintain three (3) categories of personnel files for each Faculty Member.

- a. There shall be a pre-employment file that shall contain all materials requested or received by the University in connection with the original employment of the member. Initial letters of recommendation shall be kept confidential. Copies of non-confidential materials received prior to the employment of the member shall be transferred to the member's official personnel file.
- b. There shall be an official personnel file that shall be maintained by the Office of the Provost. This file shall contain a copy of the employee's contract, appointment forms indicating salary adjustments, letters of special appointment issued by the Provost, and correspondence related to sabbatical. The Dean of the SHMS will maintain a secure copy of this file. All information will be kept confidential.
- c. There shall be an administrative file maintained in the Office of the Dean for SHMS employees.

#### 7.2 OFFICIAL PERSONNEL FILE

The official personnel file of each Faculty Member shall include, but not be limited to, the following:

- a. Copies of non-confidential materials from the member's pre-employment file.
- b. An updated *curriculum vitae*. It shall be the member's responsibility to update his/her *curriculum vitae* annually.
- c. Current documentation of certifications/licensures essential to the practice of their profession. Certifications/licensures unrelated directly to the Faculty Member's roles and responsibilities within the Department, SHMS or at the University level do not need to be disclosed, but may, at the Faculty Member's own choosing.
- d. All faculty status recommendations and decisions.
- e. All nonstudent evaluations of teaching as specified in Article 3.1.g.
- f. Information relating to the member's academic and professional accomplishments. Bibliographic Summaries may be substituted for bulky material at the discretion of the Dean.
- g. Signed memoranda of discussions between the Faculty Member and University officials and committees.
  - a. The official SHMS administrative file could contain copies of all of the above documents in 7.2, and copies of other documents, such as IRB approval letters, grant applications, publication reprints, etc.

**7.3 AVAILABILITY OF FILES**

The official personnel file and copies thereof held by the Dean shall be available by appointment for examination and review by the member. Any faculty personnel documents other than copies of the official file held by the Provost or the Dean are in breach of Article 7.1. Should any such documents exist, they must be made available to the Faculty Member upon request.

**7.4 ISSUES OF FILE CONTENTS**

If a Faculty Member alleges that some of the contents of his/her file are demonstrably false (excluding judgmental observations such as faculty evaluations), the following opportunities shall be made available to the Faculty Member:

- a. The Faculty Member may include in the file any rebuttal or explanatory materials or evidence he/she may choose.
- b. The Faculty Member may appeal to the Provost to have such material removed from the file and destroyed. The decision of the Provost shall be final in such matters.

**7.5 ROUTINE INFORMATION IN PERSONNEL FILES**

Nothing in this section shall limit the University in the maintenance and retention of records dealing with routine matters, including but not limited to payroll and benefits. Upon adequate notice, Faculty Members shall be provided with appropriate information from such records to meet their stated needs.

## ARTICLE 8

### FACULTY RESEARCH and SPONSORED ACTIVITIES

#### 8.1 RESEARCH

Teaching and research are complementary activities. A Faculty Member's professional development requires a continuing commitment to scholarly research and publication. The HS Division in the School of Health and Medical Sciences (SHMS) encourages Faculty Members to engage actively in research and other professional activities for the advancement and dissemination of knowledge. Such encouragement includes the promulgation of policies and procedures necessary to foster a climate for research, the provision for internally funded research, and the endorsement and support of acceptable proposals to external sources for sponsorship.

#### 8.2 GENERAL PRINCIPLES

The following are the general principles established by University policy:

- a. SHMS imposes no limitation on the freedom of the Faculty in the choice of fields of inquiry or the dissemination of the results obtained.
- b. SHMS shall accept or administer only those research grants and contracts that clearly retain for the faculty investigators unrestricted control with regard to the manner in which research is conducted and the conclusions are reached.

#### 8.3 OBLIGATIONS OF SPONSORED ACTIVITIES

The responsibilities of the SHMS in accepting grants and contracts and the responsibilities of Departments, faculty and staff are as follows:

- a. Seton Hall University and the SHMS encourages the development and implementation of projects involving fundamental and applied research, training and community service activities by faculty, administrators and students.
- b. To further these activities, the School and the Office of Grants and Research shall provide all necessary assistance that may be required by individuals and groups seeking to attract extramural funds to support such endeavors. The solicitation, acceptance, execution and administration of grants and contracts, however, imposes legal, fiscal and moral obligations by the sponsoring groups and agencies upon the University. It is therefore important and necessary that requests for extramural funding for projects be reviewed and approved prior to submission of proposals to potential sponsors. In accepting a grant or contract, the School must provide the appropriate share of the time and effort of its personnel to perform work mutually agreed upon with a sponsor. Charges for the work shall be based on the employee's regular compensation, which, in accordance with University practice, constitutes the basis of his/her salary. Payroll distribution records must substantiate all personnel costs.

- c. Negotiation of special circumstances attendant to the grant application that may affect salary and compensation, shall be addressed on an ad hoc basis between the grant applicant and the Office of the Dean of the School, prior to the application being submitted.

#### **8.4 ADMINISTRATION and PROCEDURES**

The Provost and Dean of SHMS are responsible for the formation of policies and procedures relating to extramurally sponsored projects. This responsibility is carried out with the advice of the University Research and Faculty Development Council.

The Director of the Office of Grants and Research is responsible for certifying that University and sponsor policies and procedures have been met. The Office of Grants and Research maintains all official documents pertaining to grants and contracts.

The review criteria and procedures for submitting proposals are outlined in administrative announcements and the "Seton Hall Manual for Sponsored Activities," which is available from the Director of the Office of Grants and Research.

Proposals for research support in the form of grants from or contracts with outside agencies must be approved in accordance with current procedures and practices. Use of campus facilities and equipment for these purposes requires the prior written permission of the Department Chairperson, the Dean of the School, and the Provost. The Department Chairperson and the Dean shall be advised periodically in writing of the progress of such programs.

No Faculty Member is empowered to enter into any grant or contract in the name of the School or the University without the express written permission of the appropriate parties.

Faculty interested in applying for a sponsored project should contact the Director of the Office of Grants and Research, who shall assist them in identifying appropriate sources and in preparing proposals.

#### **8.5 TRAVEL TO PURSUE FUNDING**

Faculty in need of travel funds to pursue a funding possibility for a specific project with a sponsor may request the same through their Department Chairperson.

#### **8.6 PATENT, COPYRIGHT and INTELLECTUAL PROPERTY RIGHTS POLICIES**

The respective rights of individual Faculty Members to patents, copyrights and intellectual property rights are outlined in periodic University announcements/policy changes. The Faculty of the HS Division of the School reserves the right to consider any changes made to the University Faculty Guide in this regard for possible adoption, inclusion and amendment to this document.

Should a University wide policy on Intellectual Property be implemented, it shall supercede this provision on Intellectual Property delineated in Section 8.6 herein.

## ARTICLE 9

### DEPARTMENT GOVERNANCE

#### 9.1 HIRING OF CHAIRPERSONS

- a. The Dean of the School of Health and Medical Sciences (SHMS) shall appoint a Chairperson Search Committee with no fewer than three (3) members. At least two (2) of the members shall be faculty from the Department for which the Chairperson is being selected, except in the case of a department that has only one Faculty Member. In that case, if the Faculty Member is not expected to be a candidate for the position, he/she shall be a member of the Search Committee. At least one (1) member of the Search Committee shall be from a program other than the one for which the Faculty Member is being selected.
- b. The Search Committee shall convene and conduct their search for applicant(s), ultimately making their recommendation(s) for candidates to fill the position to the Dean, after the candidates for the position have been interviewed.
- c. The final decision concerning the appointment of a Department Chairperson will be made by the Dean of the School in consultation with the Provost. The appointment shall be considered made only when a contract is offered by the Dean to the candidate. The Search Committee should be notified within forty-eight (48) hours of the appointed Search Committee's recommendation, as to whether the Dean agrees with the Committee's recommendation. At this point the members of the Committee may notify the Department that a candidate has been chosen. The Dean shall notify the Department Faculty within forty-eight (48) hours of the Dean's agreement with the Committee's recommendation for the position of Department Chairperson.
- d. If the Dean does not agree with the Committee's recommendation, he should explain his reasons for this decision to the members of the Committee. Should the candidate that the Search Committee recommends not be approved by the Dean, the Search Committee and Departmental faculty must be advised within forty-eight (48) hours of the Dean's decision not to approve. The Dean will advise the candidate of the decision not to have them as Chairperson, once a new Chairperson is contracted for the position.
- e. Notification to the Search Committee and Departmental faculty by the Dean that the recommended candidate was not offered a contract allows the Search Committee to immediately forward another candidate for the Dean's consideration, from the prior search if available, or to begin a new search for a candidate for the Department Chairperson position.

#### 9.2 TERM OF OFFICE; ABSENCES; REMOVAL

- a. The term of the Department Chairpersons shall be consistent with the terms of his or her contract, and may be renewed with the decision of the Dean in consultation with the Provost.
- b. At the conclusion of a term, a Department Chairperson may choose to step down. The Chairperson must indicate to the Dean, in writing, the decision to step down at least six (6) months prior to the end of their current term, so that a new Chairperson search may be initiated and/or so that an acting/interim Chairperson may be appointed until the new Chairperson is contracted.

- c. Proceedings to relieve a Department Chairperson from their administrative duties, during or at the end of a term, may be initiated by the Dean of SHMS, or by the Department faculty. The Dean may remove a Department Chairperson after consultation with the full-time faculty of the Department and faculty in other Departments as appropriate. The Dean may dismiss the Chairperson only for those enumerated causes listed in Section 2.3.c of this document. Said Department Chairperson shall be notified of such dismissal in writing by the Dean. This decision to dismiss a Chair is grievable.
  - 1. Relieving a Department Chairperson from their duties does not constitute removal of the individual from their faculty position and they may return to their pre-Chair faculty responsibilities, if applicable.
- d. In case of the death, resignation, or removal of a Department Chairperson or of a vacancy in the office occurring for any other reason, the Dean of the SHMS shall designate an acting or interim Chairperson to serve until a new Chairperson is hired according to Article 9.1 herein. The Dean shall convene a Search Committee for the purpose of hiring a new Department Chairperson within sixty (60) days of the vacancy.
- e. In the event of absences of more than five (5) academic calendar days (including disability or vacation), the Department Chairperson shall arrange for a colleague to serve as interim Chair, and advise the Dean of his upcoming absence and proposed substitute. The Dean has the authority to appoint a different acting/interim Department Chairperson than the one arranged by the official Chair, or to appoint an acting Chair if the absence was unexpected and the official Chair is not available or able to arrange for a substitute.

### 9.3 RESPONSIBILITIES AND DUTIES

- a. A Chairperson is responsible for all faculty and functions of the Department/program.
- b. In addition to faculty responsibilities, the Department Chairperson shall perform the following duties either personally or by delegation:
  - 1. Assign faculty teaching schedules.
  - 2. Make recommendations concerning the promotion, reappointment and the leaves of the Department faculty, in accordance with approved procedures.
  - 3. Advise faculty of upcoming evaluations in a timely manner, and present at the conclusion of the academic year a written evaluation of each full-time Faculty Member to that member and then to the Dean.
  - 4. Evaluate the quality of examinations and the accuracy of grading within the Department.
  - 5. Appoint an Acting Chairperson who will serve during scheduled absences of more than five (5) calendar days, and inform the Dean and the Department personnel of this temporary appointment and of the dates of the expected absence.
  - 6. Recruit and recommend to the Dean the hiring of adjunct faculty.
  - 7. Receive, evaluate and maintain a Department file of course syllabi.

8. Notify the University Librarian of the Department's library and media needs.
  9. Approve or disapprove requests for purchases originating with Department members, which will then be sent, if approved, for final approval by the Dean's office.
  10. Direct the activities of Department clerical staff.
  11. Call at least two (2) regular meetings of the Department during each semester.
  12. Prepare the agenda for and preside at Department meetings and an annual faculty retreat.
  13. Arrange for faculty advisers for pre-registration, registration and orientation counseling.
  14. Submit an annual report to the Dean on the work of the Department, and make such other reports as are requested by appropriate University authorities.
  15. Maintain a current inventory of the capital equipment assigned to the Department.
  16. Provide for and forward minutes of all Department meetings, following Departmental approval, to the Dean and each Faculty Member of the Department.
  17. Encourage and facilitate faculty research, effective teaching, and University/community service.
  18. Prepare material for accreditation or re-accreditation, catalogues and other official documents, as required.
  19. Perform such other duties as are necessary for the efficient operation of the Department.
  20. Be available to respond to students' concerns.
- c. The Department Chairperson shall, together with all full-time Faculty Members of the Department meeting as a committee of the whole, be responsible for the following:
1. Assisting in the preparation of the Department/program budget, except for individual salary lines, which are confidential for Departmental purposes. Should the proposed overall budget of the HS Division in the School of Health and Medical Sciences budget be insufficient to meet all the proposed Department requests each Chairperson will recommend to the Dean modifications for his/her Department/program.
  2. Recruiting full-time and adjunct faculty.
  3. Assisting in recruiting new students.
  4. Developing and recommending any modification in course prerequisites, course requirements and course sequences. The School's policy concerning curricular changes will be followed:

6. Allocating the Department's library budget.
  7. Implementing student registration and advisement procedures.
  8. Determining the Department's infrastructure.
- d. The Department Chairperson shall be on campus on all days of all formal registration periods as listed in the academic calendar, and shall work such hours as are necessary on each day of registration. Chairpersons are expected to maintain a campus presence commensurate with their Departmental needs.

## ARTICLE 10

### SCHOOL GOVERNANCE

#### 10.1 BYLAWS

The entire full-time faculty of the HS Division in the School of Health and Medical Sciences (SHMS) must, by majority vote, establish bylaws for their own governance groups. Such bylaws are the preserve of the faculty, except that they shall not be in conflict with the statutes or bylaws of Seton Hall University, or with the provisions of this Faculty Guide.

Each of the standing committees below shall function by written bylaws, adopted by the general faculty of the HS Division of the School of Health and Medical Sciences (SHMS).

#### 10.2 HS DIVISION STANDING COMMITTEES AND STANDING MEMBERSHIP ON SCHOOL OF HEALTH AND MEDICAL SCIENCES' COMMITTEES

a. The following elected and/or appointed standing HS DIVISION committees and HS DIVISION representation on SHMS committees shall be established in the HS DIVISION of SHMS. Bylaws shall be established to govern the activities and membership of each committee.

1. **SHMS Graduate Medical Education Committee (GMEC) (AKA Educational Policy Committee)**

The Committee shall be responsible for, within the guidelines established by the University, including but not limited to, the review and approval of all new program proposals and course offerings of the SHMS. The Committee shall include one (1) member from each of the Departments in the HS Division of the SHMS, elected by the Departmental faculty, and one (1) member, appointed by the Dean for each hospital in the Residency Training Program of the SHMS. This Committee shall have an appointed Chair and Vice Chair.. These positions are appointed by the Dean of the SHMS, with one (1) position represented by the Division of Medical Residencies and Fellowships and one (1) position from the HS Division. Committee meeting minutes are to be submitted to the Chair of the Faculty of the HS Division and the Office of the Dean in a timely manner.

2. **SHMS Appointment and Promotions Committee (APC)**

This Committee shall consider all faculty applications for appointment in the Division of Medical Residencies and Fellowships, and initial ranking and promotion in the HS Division. The Committee will be composed of members representing both Divisions of the SHMS. The Committee shall include one (1) member (who is not the Department Chair) from each of the Departments in the HS Division of the SHMS. One-half of the HS DIVISION members are to be appointed by the Dean in consultation with the Chair of the HS Division faculty and the remaining half will be elected by the HS DIVISION Faculty.. The members from the Medical Residencies and Fellowships Division shall be appointed by the Dean. There will be one (1) member appointed from each of the hospitals that have Seton Hall-sponsored medical residency and/or fellowship programs. The Committee shall have an appointed Chair and Vice Chair. These positions are appointed by the Dean of the SHMS, with one (1) position represented by the Division of Medical Residencies

and Fellowships and one (1) position from the HS Division. Committee meeting minutes are to be submitted to the Office of the Dean in a timely manner.

3. **HS DIVISION Student Performance Review Committee (SPRGC)**

This Committee shall meet each semester to review and discuss the academic standing of all students enrolled in the HS Division in the School of Health and Medical Sciences. The Committee shall make recommendations to the Dean regarding a course of action such as academic probation, medical leave or dismissal from a program. The Committee shall include one (1) faculty representative from each academic program within the HS Division.

- a. Faculty selected for representation on the SPRGC should have a varying level of academic experience at the college or university level. Service will be for a three year term, according to the SPRGC Committee Bylaws, Articles 8-11. These members are to be appointed by the Dean in consultation with the Chair of the SHMS faculty. Committee meeting minutes are to be submitted to the Chair of the Faculty and the Office of the Dean in a timely manner.

4. **HS DIVISION Bylaws Committee**

This Committee operates according to Section 6, Article 3 of the HS DIVISION Bylaws of the School of Health and Medical Sciences.. The Committee shall consist of three (3) members of the faculty, with no two members from the same Department, elected by the full-time faculty in the HS Division. The Bylaws Committee shall review and supervise the Bylaws and this Faculty Guide in operation, and propose to the faculty any changes it deems necessary to adjust or update or amend them. Committee meeting minutes are to be submitted to the Chair of the Faculty and the Office of the Dean in a timely manner.

5. **HS DIVISION Grievance Committee**

The HS Division of the School of Health and Medical Sciences has a Grievance Committee, which will operate pursuant to Article 12 herein. The committee will consist of two members elected from the HS DIVISION faculty, who will be elected for a year's term of service in the Spring of each year at the same time as the election of a Chairperson for the faculty. These two elected grievance officers shall not belong to the same Department. Should a grievance arise that requires the Grievance Committee, these two elected officers will be joined by two members appointed by the Dean of SHMS (who shall also belong to different HS DIVISION Departments from each other and from the two elected officers), and one Faculty Member from other schools or colleges within the University, who are appointed by the Provost. If practical, the appointed members of the committee should not belong to the same Department as the parties of the grievance, and an elected member who belongs to the same Department as a party to the grievance should recuse him or herself from the proceedings. Additional information about recusal is indicated in 12.4. However, some grievances may affect multiple Departments or the School as a whole and thus it will not always be possible to engage this safeguard. The committee's function will be to address the grievance that triggered the selection of its appointed members; if multiple grievances have risen to the level requiring this committee, the same committee may address more than one grievance. The initial selections of the Dean and Provost should be made within 5 business days of the request by the filing party to engage the grievance committee process. Committee meeting minutes are to be submitted to the HS Division Chairperson and the Office of the Dean in a timely manner.

6. **HS DIVISION Nominations and Elections Committee**  
This committee shall function for the purpose of elections of faculty to appropriate SHMS and University committees, as well as to any offices requiring the election of SHMS Faculty Members. The Committee shall consist of three (3) full-time members of the SHMS faculty, with no two members being from the same Department. Committee meeting minutes are to be submitted to the HS Division Chairperson and the Office of the Dean in a timely manner.
7. **HS DIVISION Directors of Clinical Education Committee**  
This Committee shall include the Faculty Member(s), who are appointed as Directors of Clinical Education, from each Department in the HS Division who serve to coordinate the clinical placements for the students. The Committee shall address clinical education issues. Committee meeting minutes are to be submitted to the HS Division Chairperson and the Office of the Dean in a timely manner.

### 10.3 OFFICERS and FACULTY ORGANIZATION

- a. The faculty of the HS Division in the SHMS is free to create such officers and agencies (committees, task forces, etc.) as it deems appropriate to promote the interests of such faculty. The officers and agencies shall be selected and function in accordance with the bylaws stipulated in Article 11.1 herein, and must, in all announcements, publicity, etc., be clearly identified as officers and/or agents of the faculty.
  1. **CHAIR and VICE CHAIR.**  
These positions are filled by candidates elected by the faculty of the HS Division in the SHMS to serve a term of one (1) year. These officers shall be selected and function in accordance with the bylaws stipulated in Article 10.1 herein, and in all announcements, publicity, etc., be clearly identified as officers of the HS Division in the SHMS.
  2. Nominations for the positions of Chair and Vice Chair of the faculty shall be solicited in April of each year by the current Faculty Chair. Voting shall be done by secret ballot following the April faculty meeting and before the May faculty meeting. The newly elected Chair and Vice Chair shall assume their positions after the June meeting.
    - a. Faculty will meet on a regular basis as determined by the SHMS Faculty Bylaws.

### 10.4 FACULTY SENATORS FOR SETON HALL UNIVERSITY FACULTY SENATE

The HS Division in the School of Health and Medical Sciences has four (4) seats on the University Faculty Senate. The faculty of the HS Division shall elect individuals to fill each of these seats for a term of two (2) years. These individuals will attend the monthly meetings of the University Faculty Senate and shall participate in other Faculty Senate committees. Up to Four (4) alternates shall also be elected to serve. The alternate shall attend the meetings if the senators cannot attend.

## 10.5 CURRICULAR CHANGES

### a. Revisions to the sequence of existing curricula and/or changes in catalogue descriptions of existing courses

Individual program(s) may re-order the sequence of existing courses and/or change the catalog descriptions of existing courses provided the following conditions are met:

1. A majority of the full-time faculty in the respective program(s) must approve the proposed change in order to make the curricular modification(s).
2. If a curricular change impacts any other Department(s) in the School and/or the teaching loads of faculty from other Departments in the School, the Chair of the Department originating the curricular change must secure written approval from the Chairperson(s) of the other program(s).
3. The Chairperson of the originating Department must report all curricular changes made or proposed at the next regularly scheduled meeting of the School's faculty.

### b. Addition or deletion of courses

Individual program(s) wishing to add or delete courses from existing curricula must follow the process outlined below:

1. A consensus of the full-time faculty in the respective program(s) must be obtained in order to make the curricular modification(s).
2. Should a curricular change impact any other Departments in the School and/or the teaching loads of faculty from the other Department(s) in the School, the Chair of the Department originating the curricular change must secure written approval from the Chairperson of the other affected program(s).
3. The Chairperson of the originating Department must prepare a written justification of the proposed change(s) to be distributed to the School's faculty for review at least seven (7) days in advance of the next regularly scheduled meeting of the School's faculty.
4. Then the proposed curricular change(s) is/are presented by the Chair of the Department at the next regularly scheduled meeting of the School's faculty for discussion and vote. Approval requires support by 2/3 of the faculty present at the said meeting.
5. Then the proposed curricular change(s) is/are presented by the Chair of the Department at the next regularly scheduled meeting of the GMEC for discussion and vote. Approval requires support by 2/3 of the members present at the said meeting.
6. Then the proposed curricular change(s) is/are presented by the Chair of the Department to the Dean for review and approval.

## ARTICLE 11

### GENERAL GOVERNANCE

#### 11.1 SELECTION OF ACADEMIC ADMINISTRATORS

- a. Authority for appointing administrators resides with the Board of Regents, the President or his/her delegates. The University endorses the participation of the faculty in the selection process for administrators with responsibility in the academic area.
- b. The chain of academic responsibility proceeds from the President to the Chief Academic Officer (currently defined as the Provost) to the Academic Deans and the Dean of the University Libraries.
- c. There shall be faculty participation, as specified herein, in the Board of Regents' search for the Chief Academic Officer.
- d. There shall be faculty participation in the selection of the President and Executive Vice President.
- e. There shall be search and screen committees, as specified below, for the position of the Academic Dean.
- f. The Dean of the School of Health and Medical Sciences appoints the positions of Assistant Dean and Associate Dean in the SHMS.

#### 11.2 SEARCH AND SCREEN COMMITTEES: COMPOSITION

- a. Search and screen committees for the position of Dean of the School of Health and Medical Sciences (SHMS) shall be appointed by the Provost and shall be composed as follows:
  1. **FOR SHMS DEAN:**
    - a. Two (2) Faculty Members elected by the HS Division faculty of the SHMS
    - b. Two (2) Faculty Members of the Division of Medical Residencies and Fellowships of the SHMS
    - c. One (1) administrator whose position reports to the Dean; this individual will serve as a non-voting member.
    - d. One (1) Faculty Member at large, from outside the SHMS, appointed by the Provost.
    - e. One (1) Student Representative from the HS Division of the SHMS
    - f. One (1) Student Representative from the Division of Medical Residencies and Fellowships of the SHMS
    - g. One (1) Alumna/Alumnus from the HS Division, SHMS

#### 11.3 SEARCH AND SCREEN COMMITTEES for Office of Dean: PROCESS

- a. The Provost should generally initiate the search and screen process for the Office of the Dean within sixty (60) calendar days after a vacancy occurs or a resignation is effective.

- b. The charge to search and screen committees for the selection of the Dean of SHMS shall be given by the Provost, or his designate.
- c. The Provost or his designate, shall give the charge to a search and screen committee after consultation with the chairpersons of the HS Division in the SHMS.
- d. The charge to any search and screen committee includes, but is not limited to the following:
  - 1. Position description and responsibilities
  - 2. Experience and educational requirements
  - 3. Affirmative action and other requirements set forth by federal or state regulations
  - 4. Potential sources of candidates
  - 5. The budget allocation for the selection process
  - 6. Advertising procedures and internal posting
  - 7. Desired date for the start of the appointment.
- e. The person delivering the charge shall convene the first meeting of a Search and Screen Committee. This Committee shall then proceed to elect its own officers, including the Committee Chair.
- f. The following steps shall be used by a search and screen committee:
  - 1. Place advertisements, initiate searches and receive resumes.
  - 2. Screen candidates and develop a list of those candidates to be interviewed.
  - 3. Interview those candidates decided on in Section 11.3.f.2 herein.
  - 4. Recommend a list of candidates to the Provost. The list should normally include no fewer than three (3) candidates.
  - 5. The Provost will consider the recommended candidates, conduct interviews and solicit background information for the candidates on the recommended list.
  - 6. The Provost shall proceed to make an appointment from the candidates on the recommended list. If an appointment is not made, the Provost shall notify the Committee via a conference meeting, during which the reasons for non-appointment shall be given.
  - 7. If the particular office is not filled (Section 11.3.f.6 herein), the Committee may be requested to provide a new list; otherwise the Provost shall dissolve the Committee.

## ARTICLE 12

### COMPLAINTS and GRIEVANCES

Please note that the Complaints and Grievances Section is placed here preliminarily and is in the process of being reconsidered and rewritten by the Faculty of SHMS and will be submitted for consideration, approval and amendment to this Guide within one academic year from the date of acceptance of the Guide.

#### 12.1 GRIEVANCES: DEFINITIONS

- a. A grievance herein is an allegation by a Faculty Member or by the HS Division Faculty Grievance Committee that an action taken by a University official or committee was a violation of provision(s) of the HS Division in the School of Health and Medical Sciences Faculty Guide, the HS Division By-Laws, or of written University policy.
- b. Grievances concerning appointments, re-appointments, renewal of contract, promotion, dismissal, sabbaticals, leaves, reductions in rank or force, job evaluations, assignments and reassignments, shall be limited to allegations that University policies or procedures have been violated, and shall not include the merits of the particular case.

#### 12.2 GRIEVANCES: LIMITATIONS

- a. Nothing in the resolution of a grievance shall be inconsistent with the terms of the HS Division Faculty Guide.
- b. Nothing in the resolution of a grievance shall be deemed a grant of power to a Chairperson or administrator of any power(s) not otherwise in his or her assigned domain of responsibilities, nor to provide a remedy that is not within the scope of power of said Chairperson or administrator.

#### 12.3 OVERVIEW OF STAGES

- a. The grievance committee shall not be engaged until reasonable efforts have been made to settle the matter of the grievance has been exhausted. These efforts shall include, at minimum, informal conversations among the affected parties (12.3.b), and then consultation with the presiding administrator (12.3.c). The decision of the presiding administrator may be appealed up the academic chain (12.3.d); the grievance committee may be engaged as part of this appeal or subsequent to its results (12.3.e). The offended individual is not obliged to file a grievance or to engage the grievance committee. There are also procedures for grievances against the college, Dean, or Provost (12.3.f and 12.3.g) and for grievances filed by the Grievance Committee itself (12.3.h).
- b. **INFORMAL PROCEDURE:** A member of the Faculty must initially discuss a complaint with the individual Faculty Member, committee, Chairperson, Dean, et al, who is responsible for the action to which the Faculty Member takes exception, in hopes of coming to a mutually agreeable resolution to the problem. This discussion should be initiated no more than twenty (20) business days past the date of the occurrence or discovery of the alleged violation. Once this discussion is initiated, the parties should attempt to reach a mutually agreeable resolution within an additional 20 days. If 40 business days have elapsed since the occurrence or discovery of the alleged violation

without mutually satisfactory resolution between the parties, then the grievance process should escalate as in Section 12.3.c.

- c. **CONSULTATION WITH PRESIDING ADMINISTRATOR:** A grievance shall be filed, on forms prescribed by the Provost, with the administrator of the unit in which the alleged violation occurred. Grievances against individual Faculty Members or Department committees shall be filed with the appropriate Chairperson; against Chairpersons or school committees with the Dean of the SHMS; against a Dean or University Committee with the Provost (see 12.3.f).
  - i. A copy of the grievance filed shall be provided to the individual whose action is being grieved.
  - ii. A grievance must be filed within fifty (50) business days of the occurrence or the discovery of the alleged violation; i.e., within 10 business days of the end of the 40-day period for informal discussion stipulated in 12.3.b.
  - iii. The appropriate administrator shall communicate his/her decision in writing to the aggrieved party within fifteen (15) calendar days from the date of filing.
  
- d. **APPEAL TO NEXT LEVEL OF ADMINISTRATION:** The aggrieved party may appeal a Chairperson's or Dean's decision up the academic chain of command to the Provost. Each appeal must be filed with the appropriate supervisor within fifteen (15) calendar days of receipt of the prior decision. Each administrator shall communicate his/her decision in writing to the aggrieved party within fifteen (15) calendar days of filing, unless there is an investigation by the HS Division Grievance Committee as discussed below.
  
- e. **ENGAGEMENT OF THE HS DIVISION GRIEVANCE COMMITTEE:** Whenever a grievance is appealed from the Departmental level, the aggrieved Faculty Member may request an investigation and written report by the HS Division Grievance Committee. This request must be made simultaneously with filing an appeal to the Dean. The HS Division Grievance Committee shall, within 10 calendar days, communicate to the Dean and Faculty Member, in writing, whether or not it intends to examine the grievance. The composition and activities of the Faculty Grievance Committee are discussed in 10.2.a.5 and 12.4.
  
- f. A Faculty Member who takes exception to a policy of the HS Division in the School of Health and Medical Sciences (SHMS) may initiate a complaint in writing to the Dean, to which the same notification and resolution periods should be applied as in 12.3a and 12.3b.
  
- g. A grievance against a provost or the President shall be filed with the HS Division Grievance Committee.
  
- h. The Faculty Grievance Committee of the HS Division may initiate a complaint in writing to the Dean, for example, in cases where the Committee perceives there to be interference with their charge and their ability to carry out their charge.

#### 12.4 HS DIVISION GRIEVANCE COMMITTEE

- a. The composition of the HS Division Grievance Committee is discussed in 10.2.a.5, and 12.4.f.
- b. If the HS Division Grievance Committee decides to act upon a request to investigate a grievance as specified in Section 12.3.e, the committee shall have an additional two months within which to investigate the matter and issue its report to the Dean, in writing. Copies of the report shall be

made available by the Chairperson of the HS Division Grievance Committee, to the Faculty Member, and the Department Chairperson. The Dean shall not take final action on the appeal until receipt of this report. The Dean shall communicate his/her decision in writing to the aggrieved party within fifteen (15) business days after receipt of the report from the HS Division Grievance Committee.

- c. The HS Division Grievance Committee may also be asked to investigate as part of a grievance of the University or Dean, or as part of an appeal of a decision by the Dean, if the Grievance Committee has not already been engaged in the matter. The Grievance Committee cannot be engaged in a particular matter more than once, including a matter for which the Committee was asked to investigate and declined to do so.
- d. When a grievance is appealed from the Dean to the Provost, the request of the HS Division Grievance Committee shall be filed simultaneously with the appeal to the Provost. If the Faculty Member has already exercised those rights, the report of the HS Division Grievance Committee shall be appended to the appeal at the time the appeal is made to the Provost. The same policies and practices will apply (12.4.b) when the Grievance Committee is engaged on appeal or in a matter concerning the dean or college, with the exception that the committee's report shall be delivered to the Provost.
- e. If the aggrieved party decides to appeal the decision of the Provost, the aggrieved party must notify the Chairperson of the HS Division Grievance Committee in writing within fifteen (15) calendar days. A copy of such notice must be sent to the President of the University.
- f. As noted in Section 10, either standing members of the Grievance Committee, or ad-hoc members appointed by the Dean or Provost, are expected to recuse themselves from cases with which they have a prior personal involvement. It is recognized that it may not be possible to compose a Grievance Committee with no involvement whatsoever in the case. Either party to the grievance may request the excuse of a member of the committee for cause (e.g., prior substantial involvement in the case or perceived past relationships with parties to the grievance that may potentially compromise the grievance committee member's ability to be impartial). Such requests should be made to the Provost within 5 business days of the notification of the initial tentative composition of the committee. The Provost is not obligated to act on this request, and will notify the parties of his decision, and of a replacement, if applicable, within 5 business days. Furthermore, each party to the grievance may require the recusal of one Grievance Committee member without explanation – this notification shall be within 5 business days of the notification of the initial tentative composition of the committee, or of the notification of the Provost that he or she has not accepted the request of the party to excuse a tentative member of the committee for cause. The Grievance Committee, both parties to the grievance, and the presiding Chairperson and Deans shall be notified of the delay in the initiation of the committee; the identity of a committee member for whom recuse was requested, but denied by the Provost, shall be kept confidential and known only to the person making the request and the Provost.
- g. When there are no further objections to the composition of the committee, or when the appeals have been exhausted, the Provost shall notify the Chair of the Grievance Committee of the official membership of the committee. The Chair will then notify all parties, including the Chair and Dean. At this point, the Grievance Committee will have two months to investigate and deliberate the matter. It is expected that elected members of a committee that begins its investigations within two months of the lapse of their terms will continue to serve out the grievance past their original terms. Elections for elected members of the Grievance Committee will not be affected, and newly elected members will take office as usual for all new grievances and Grievance Committee business.

## ARTICLE 13

### INTERPRETATION and AMENDMENT

#### 13.1 INTERPRETATION

- a. All requests of the Provost or Dean for interpretation of the HS Division's Faculty Guide shall be communicated to the Chairperson of the HS Division's Bylaws Committee, who shall convene said Committee to discuss the question(s) and respond to the inquiry..

#### 13.2 MERGER and INTEGRITY CLAUSE

- a. This Faculty Guide and any exhibits, Appendices attached hereto contain the entire understanding with regard to the subject matter of the Faculty Guide and supercedes all prior negotiations, agreements and understandings with regard thereto. This document may only be amended by a written document duly executed by all parties as specified in Section 13.3 herein.

#### 13.3. AMENDMENT

- a. A proposed amendment to the HS Division's Faculty Guide may only be raised by either the Office of the Provost, the Dean or a member of the HS Division Faculty. For a proposed amendment to become an official part of the Faculty Guide, it must be approved by the Provost. In order for this to occur, the proposed amendment must be reviewed and ratified first by an approved vote of 2/3 of the voting faculty of the HS Division, before it can be moved to the Provost's office for final consideration. If accepted, the amendment terms must be memorialized in writing and be amended to this document until the next printed version is distributed to all relevant parties.

#### 13.4 SEVERABILITY

- a. If any provision of this Faculty Guide is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of the Faculty Guide shall remain in full force and effect.

APPENDIX A  
CONTRACT TEMPLATE FOR NEW FACULTY APPOINTMENTS OR  
REAPPOINTMENTS  
CONFIDENTIAL

DATE

NAME  
ADDRESS

Dear INSERT NAME:

On behalf of Seton Hall University, it gives me great pleasure to **APPOINT OR REAPPOINT** you as a faculty member in the Department of **DEPARTMENT NAME** in the School of Health and Medical Sciences. The terms of your appointment are as follows:

1. Term and Renewal/Non-renewal. Your appointment shall commence on **START DATE** and will expire on **END DATE**. This appointment may be renewed by mutual written consent of both parties. You will be notified of a decision of non-renewal by the University in accordance with Article 4, Section 4 of the School of Health and Medical Sciences' Division of Health Sciences Faculty Guide and Bylaws (hereafter "Faculty Guide and Bylaws") and be entitled to the procedural rights enumerated therein. Any renewal must be in writing and fully executed on behalf of the University.
2. Salary. Your annual salary for the **ENTER DATE** academic year will be **\$AMOUNT**. Your salary shall be paid in twelve monthly installments in accordance with Seton Hall University's payroll policy, subject to applicable withholdings. You may be eligible for future salary increases as determined by the University's salary program.
3. Responsibilities. Your responsibilities shall be as follows from the commencement of your employment through **END DATE**.
  - a. Teaching (may include, but not be limited to, the following courses):
    1. To teach:
 

Fall  
**LIST COURSE #S, NAMES, CREDITS**

Spring  
**LIST COURSE #S, NAMES, CREDITS**

Summer  
**LIST COURSE #S, NAMES, CREDITS**

2. To fulfill the other instructional responsibilities set forth in the Faculty Guide and Bylaws as determined by your Department Chair, Associate Dean and/or Dean.
  - b. You shall satisfy the scholarship and service expectations articulated in the Faculty Guide and Bylaws.
  - c. Completion of other duties, consistent with the Faculty Guide and Bylaws, as assigned by your department chair (**Department Name**), Associate Dean and/or Dean.
  - d. Annual Faculty Evaluation: Faculty evaluations will be conducted on an annual basis during the term of this contract in which your teaching, scholarship, and service activities (and administrative activities, if applicable) will be evaluated.
4. Full Time Duties. You are required to devote your full time to your duties at Seton Hall and shall be subject to all pertinent University policies which are or may hereafter be in effect.
5. Expenses. You will be entitled to reimbursement of reasonable and necessary business expenses incurred as determined by the Associate Dean in the discharge of your duties in accordance with Seton Hall's standard expense policy. Reimbursement is provided on a monthly basis.
6. Vacation. You shall be entitled to a paid vacation each year during the term of this agreement, consistent with the Faculty Guide and Bylaws and other applicable University policies. The scheduling of the vacation should be arranged in advance with your Department Chair and should not interfere with your academic or research responsibilities.
7. Benefits. The University offers a comprehensive benefits package to protect the health and financial well being of its employees. Coverage is available for medical, dental, retirement, life insurance, short and long term disability. **NEXT SENTENCE FOR NEW APPOINTMENT ONLY** The complete benefits package will be reviewed in detail, including costs and any waiting periods, when you attend the New Employee Orientation program. If you have a particular question about employee benefits, you may contact the Benefits office at 973-761-9176.
8. Termination. You may be terminated for adequate cause as that term is defined and pursuant to the procedures enumerated in Article 2, Section 2.3 of the Faculty Guide and Bylaws. If there is a termination for cause, all financial obligations of the University shall cease no later than the date of termination.

You may terminate your employment provided that written notification is given to the Office of the Dean, School of Health and Medical Sciences, at the earliest opportunity and not less than thirty (30) days prior to the start of the upcoming semester. Resignation coincident with a new contract term must occur no later than thirty (30) days prior to the start of the new term appointment.

- 9. The University Faculty Guide does not apply to you. Your employment is without tenure and no services rendered by you pursuant to this appointment shall qualify as, or constitute the basis for, the granting of tenure. Your employment shall be governed by the terms of this letter, the School of Health and Medical Sciences' Division of Health Sciences Faculty Guide and Bylaws and all applicable University policies which are or may hereafter be in effect during the term of your employment.
- 10. Entire Agreement. No renewals or modifications of the terms of your employment nor any special understandings or conditions shall be binding on the University unless stated in writing and signed by you, the Dean and the Provost.
- 11. The terms set forth herein supersede and void all previous notices and/or agreements you may have received from the University.

You must indicate your acceptance of the terms and conditions of employment as set forth in this letter. Accordingly, please sign where indicated and return to me as soon as possible, but no later than 10 business days from the date of this letter. One fully executed copy of this letter will be returned to you.

Once again, congratulations. We are certain that you will continue to serve the University with honor and distinction.

Very truly yours,

**NAME**  
Dean

I hereby accept to the terms of employment as set forth in this letter.

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**ENTER FACULTY NAME**

Date

For the University:

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**NAME**  
Provost

Date

cc: Human Resources

## APPENDIX B

### SETON HALL UNIVERSITY SCHOOL OF HEALTH AND MEDICAL SCIENCES

#### BY-LAWS FOR THE GOVERNANCE OF THE FACULTY OF THE DIVISION OF HEALTH SCIENCES OF THE SCHOOL OF HEALTH AND MEDICAL SCIENCES

### SETON HALL UNIVERSITY

#### BY-LAWS

#### FOR THE GOVERNANCE OF THE FACULTY OF THE DIVISION OF HEALTH SCIENCES PROGRAMS OF THE SCHOOL OF HEALTH AND MEDICAL SCIENCES

##### SECTION I: NAME

The name of the organization is “The Faculty (hereinafter referred to as ‘Faculty’) of the Health Sciences Programs (hereinafter referred to as the ‘HS Division’) of the School of Health and Medical Sciences (hereinafter referred to as ‘School’ or ‘SHMS’), Seton Hall University.”

##### SECTION II: PURPOSE

The purpose of the Faculty is to have jurisdiction over academic matters pertaining to the HS Division of the School of Health and Medical Sciences. The Faculty may also consider other University matters.

##### SECTION III: MEMBERSHIP

Membership in the Faculty of the HS DIVISION of the School of Health and Medical Sciences (SHMS) shall consist of those holding salaried, term appointments in the ranks of Instructor, Assistant Professor, Associate Professor and Professor, as well as those have been hired to serve in a Faculty position that is eligible for ranking, but that rank has not yet been assigned. **Nothing in this document is meant to apply to the Residency training program.**

##### SECTION IV: FACULTY OFFICERS

**Article 1:** A Chairperson and Vice-Chairperson of the Faculty shall be elected from the Faculty for a term of one year. The election should take place after the regularly scheduled April meeting of the Faculty. In the event of a change in officer due to resignation or absence of elected individual, the Nominations Committee will conduct an election within 30 days.

**Article 2:** The duties of the Chairperson of the Faculty shall be:

- A. To prepare and distribute to the Faculty the agenda for the meetings of the Faculty.
- B. To preside over meetings of the Faculty.
- C. To distribute provisional meeting minutes (i.e. minutes that have not been approved by the Faculty) to the Faculty at least one week in advance of meetings and post them on our Faculty Blackboard site as “unapproved minutes.”
- D. To distribute a copy of approved minutes to the SHMS Dean and post a copy on the Faculty Blackboard site within 1 week of the meeting.
- E. To conduct such correspondence as may be necessary for transmitting any action taken by the Faculty or for informing the Faculty of any faculty business.
- F. To undertake other duties as specified by the Faculty.

**Article 3:** The duties of the Vice-Chairperson of the Faculty shall be:

- A. To function as the recording secretary of the SHMS faculty.
- B. To keep a book/digital repository of the minutes of the proceedings of meetings; this shall include a record of those present.
- C. To preside over faculty meetings in the Chairperson’s absence.
- D. To undertake other duties as specified by the Faculty.

## SECTION V: MEETINGS

**Article 1:** All meetings of the SHMS faculty will be conducted according to the most current edition of *Robert’s Rules of Order Newly Revised* (2000).

**Article 2:** A Regular Monthly Meeting of the Faculty of the HS DIVISION in SHMS will usually be held monthly from September to June. The exact dates and times shall be announced by the Chairperson of the Faculty at the beginning of the academic year.

**Article 3:** The Dean may call a Special Meeting of the Faculty, including in response to a written request of any member of the Faculty. Only the item or items of business for which the Special Meeting was called, as set forth in the formal notice and agenda sent to the Faculty, may be considered.

**Article 4:** All members of the Faculty shall have the opportunity to be present at all Regular and Special Meetings of the Faculty.

**Article 5:** Individuals holding adjunct appointments may attend meetings of the Faculty and may participate in the discussions, but they are not eligible to vote or to participate in elections.

**Article 6:** Members of the University community and others may be invited by the Faculty, Dean or Associate Dean of HS DIVISION to attend meetings and take part in the discussions, but they are not eligible to vote or to participate in elections. The Chair must be advised at least one week in advance of the meeting, when others (i.e. non-HS DIVISION Faculty Members) are invited.

**Article 7:** The Faculty reserves the right, by two-thirds vote of members, to close a meeting or portion thereof, limiting attendance to members of the Faculty, as defined in Section III.

**Article 8:** Fifty percent, plus one, of the Faculty Members shall constitute a quorum. The calculation of fifty percent plus one shall exclude members of the Faculty on leave in any given semester.

**Article 9:** The standard order of business at all meetings shall be:

- A. Announcements by the Dean or the Dean's designee
- B. Approval of Agenda
- C. Approval of Minutes
- D. Reports of Officers and Standing Committees
- E. Special Committee Reports
- F. Special Orders
- G. Unfinished Business and General Orders
- E. New business

**Article 10:** Voting

- A. Unless otherwise specified in the By-Laws, all decisions concerning Faculty motions will be decided according to the vote required by Roberts Rules of Order Newly Revised (2000).
- B. When a Faculty vote is to occur, only members who are participating in that meeting (either in person or virtually) are eligible to vote, unless a majority of the members have approved a motion to conduct an anonymous, virtual vote utilizing the Faculty Blackboard site.
- C. No proxies of any kind will be allowed.
- D. The Chair is responsible for conducting all Faculty voting, except in the case of election voting, which is the responsibility of the Nominations and Elections Committee. The Chair shall tally votes and announce them in-person to the Faculty at meetings and via a

posting on the Faculty Blackboard site and email communication in the case of a virtual vote.

## SECTION VI: COMMITTEES

**Article 1:** There shall be the following HS DIVISION standing Committees: By-Laws Committee, Student Performance Review and Grievance Committee (SPGRC), Grievance Committee, Nominations and Elections Committee and Program Review Committee. Additionally, HS DIVISION Faculty will have standing membership on the following SHMS Committees: Graduate Medical Education (GMEC) and SHMS Appointment and Promotions.

The HS DIVISION committees will function as a committee of the whole. They will elect a Chair from among their members unless otherwise specified below. The Chair shall be a voting member of the committee. Election of the Chairperson of each HS DIVISION Committee will take place during the first meeting of the committee each fall semester.

Each Committee Chairperson will be responsible for transmitting in a timely manner to the Chairperson of the HS Division Faculty and to the Dean, a written report of the activities of that committee.

**Article 2:** The By-Laws from each standing HS DIVISION Committee must be presented to the HS DIVISION By-Laws Committee for its approval and recommendation to the HS DIVISION Faculty.

**Article 3:** By-Laws Committee

- B. The Committee shall consist of 3 members of the Faculty, elected for three-year terms by anonymous ballot, two to be elected in odd-numbered years, and one in even-numbered years. No two members may be from the same Department.
- C. It shall be an ongoing function of the Committee to review and supervise the By-Laws and SHMS Faculty Guide in operation, and to propose to the Faculty any changes it deems necessary to adjust or update them.

**Article 4:** SHMS Graduate Medical Education (GMEC)

- A. This committee shall be responsible, within guidelines established by the University, for recommending academic policy to the faculty and administration of the HS DIVISION of the School of Health and Medical Sciences including, but not limited to the addition or deletion of courses to existing curricula.
- B. The Committee shall include one member from each of the Departments in the HS Division of the SHMS, elected by the Departmental faculty to serve a term of three years. New members will be elected every three years, so that three or four are replaced in consecutive 3- year cycles.
- C. Proposals for new curricula courses and the deletion of existing courses, must be approved by both the GMEC and the Dean. The SHMS Dean should be consulted on

any changes that would impact the budget and resources of the School, including but not limited to new programs and changes in required credits.

- D. Revisions to existing HS DIVISION courses are accomplished by the approval of Department Faculty and HS Division Faculty.

**Article 5:** SHMS Appointment and Promotions committee

- A. HS DIVISION appointments and promotions will be addressed by the SHMS Appointment and Promotions Committee, with representation from all HS DIVISION programs participating in the deliberations.
- B. The committee shall consider all requests for new appointments, reappointments, and promotions for the faculty of the SHMS.
- C. HS DIVISION Membership on the SHMS Appointment and Promotions committee:
  1. One full-time Faculty Member at the rank of Associate or Full Professor who has served on the SHMS faculty for at least 2 years shall be elected by the faculty of each Department in HS Division.
  2. All HS DIVISION members shall serve a term of three years with the elections staggered.

**Article 6:** Student Performance Review and Grievance Committee (SPRGC)

- A. The Committee shall review the academic standing of all students. The Committee will make recommendations to the Dean regarding a course of action such as academic probation, medical leave, personal leave of absence, or dismissal from a program.
- B. If the Dean overrules the recommendation of the SPRGC, he shall explain the reasons for this decision to the SPRGC within two weeks, either in writing or by a special meeting with the committee at a mutually convenient time.
- C. The Committee will meet with the Department Chairs and Program Directors for the HS Division at the end of each academic semester, after grades have been posted to identify students who are not meeting program requirements.
- D. The Committee will comprise one representative from each academic program within SHMS, elected by the members of each Department. Each member will serve a three-year term, and elections to fill vacant seats will occur each year, to stagger representation.

**Article 7:** Grievance Committee

- A. As described in the SHMS **Faculty Guide, Article 12**, the Grievance Committee comprises elected members who serve a full term, and appointed members who are added as needed to expedite a specific grievance. The elected members should be elected at the same time as the election of the Faculty Chairperson.
- B. These two elected members shall not come from the same academic Department.

- C. Along with the duties described in Article 12 of the Faculty Guide, these officers shall serve as resources for the faculty on the Grievance Process.

**Article 8:** Nominations and Elections Committee

- A. This committee shall function for the purpose of elections (e.g., call for nominations, post slate of candidates and conduct election) of faculty to appropriate SHMS and University committees, as well as to any offices requiring the election of SHMS Faculty Members.
- B. The Committee shall consist of three (3) full-time members of the SHMS faculty, with no two members being from the same Department. Members are elected at the same time as the election of the Faculty Chair person.

**Article 9:** Program Review Committee

- A. This committee shall function for the purpose of assuring that each HS DIVISION program's academic program is periodically reviewed. The timing for these reviews will be either the timing established by external review organizations for HS DIVISION professional programs that are accredited, and, for HS DIVISION programs that are not accredited, at a minimum of every six years. The committee will only convene when program reviews are required.
- B. For HS DIVISION programs that are accredited by outside agencies, the self-evaluation reports and accrediting agency recommendations constitute the Program Review documents. Other programs will complete a self-evaluation study, secure an SHU Faculty Member (i.e. a Faculty Member outside the Department) to conduct an independent program review, as well as a non-SHU faculty consultant who is knowledgeable of the Department's specialty. The non-SHU faculty consultant is confirmed by the Dean from a list provided by the Program Chair of up to three possible consultant names and their credentials. After the two reviews by faculty outside the HS Department/Program have been conducted, the Program Chair has the option of adding Departmental/Program responses to each report. All review documents are then submitted to the Dean, and, after the Dean adds his review of the materials and recommendations, the complete Department/Program review is forwarded to the Provost.
- C. The Committee will comprise one representative from each academic program within SHMS, elected by the members of each Department. Each member will serve a two-year term, and elections to fill vacant seats will occur each year, to stagger representation.

**Article 10:** Representatives to the Senate

The HS Division in the School of Health and Medical Sciences has four (4) seats on the University Faculty Senate. The faculty of the HS Division shall elect individuals to fill each of these seats for a term of two (2) years with overlapping terms. These individuals will attend the monthly meetings of the University Faculty Senate and shall participate in other Faculty Senate committees. Up to four (4) alternates shall also be elected to serve. The alternates shall attend the meetings if the senators cannot attend.

**Article 11:** The Faculty may establish other committees as necessary and desirable. At the time a committee is established, the duties and powers of the committee, and the method of selection of its members, will be specified by the Faculty.

## SECTION VII: ELECTIONS

### **Article 1:** Nominations

When Faculty elections are required, the Nominations Committee shall be directed by the Chair to conduct an election, beginning with a call for nominations that specifies the position(s) to be elected.

### **Article 2:** Elections

- A. Elections shall be by anonymous vote, utilizing the on-line ballot system that is available on the Faculty's Blackboard site.
- B. The ballot will be prepared by the Chairperson of the Nominations and Elections Committee and distributed to all members of the Faculty via email.
- C. All elections will be determined by a majority vote of those voting.
- D. All ties shall be decided by a re-vote.
- E. All elected officers/representatives shall serve for his/her full office term unless they cease to be a member of the Faculty, they are excused by the Faculty at the personal request of the individual officer/representative, or, they are removed from office by 2/3 vote at any official regular or special meeting of the Faculty.
- F. Should an office/position become vacant during its term, the Faculty, at its next Regular Meeting, will elect an acting representative by majority vote. At the same meeting the Nominations Committee will be directed to conduct an election for the position.

## SECTION VII: AMENDMENTS

A proposed amendment to the HS Division's By-Laws may only be raised by the Provost, the Office of the Dean, or a member of the HS Division Faculty. For a proposed amendment to become an official part of the HS Division's By-Laws, it must be approved by the Provost. In order for this to occur, the proposed amendment must be reviewed and ratified first by an approved vote of 2/3 of the voting faculty of the HS Division, before it can be moved to the Provost's office for final consideration.