



## **Seattle University Faculty Handbook**

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## **I. Foundational Principles**

Effective University governance depends upon cooperation among all aspects of the University. Grounded in shared values and in transparent communication, shared governance takes a variety of forms appropriate to the circumstances. Under principles of sound shared governance, groups and individuals bearing decisional authority must not merely receive advice but must remain open to being influenced by that advice.

The faculty contributes to shared governance in central academic areas including<sup>1</sup> subjects and methods of curriculum, faculty status, instruction, and research. Faculty members have a right and commensurate responsibility to participate in appropriate areas of University governance. Numerous opportunities for faculty to contribute to shared governance exist within the University, including service on departmental and campus committees, task forces, and similar groups; participation in the evaluation of administrators who have an impact on their work; and service as voting members of the faculty.

### **A. *Faculty Role in Advancing Seattle University's Mission***

Seattle University's mission seeks to educate the whole person, to enable professional formation, and to empower leaders for a just and humane world. Faculty members at the University dedicate their professional work to these purposes.

As a community of teachers and scholars, the faculty acknowledges the University's religious and cultural traditions and seeks, in a wide variety of ways, to contribute through the professional endeavors of its members to the Jesuit ethos. Seattle University faculty members respect the religious dimension of human life, which is a central element of Jesuit philosophy.

As a community of teachers and scholars, Seattle University is bound together by the common goals of the University's mission, mutual respect for diversity, and a belief in the transformative power of education. The University possesses the freedom to define and pursue its own mission, independent of external influence. The University maintains its autonomy to determine its curriculum, its pedagogies, its scholarly and creative pursuits, its strategic priorities, and its community membership.

### **B. *Academic Administration***

#### **1. The Board of Trustees**

The Board of Trustees is the University's governing board with fiduciary responsibilities for the affairs of the University. It is composed of not less than 30 nor more than 40 voting members. At least six of the Trustees belong to the Society of Jesus. The full Board elects its members as well as the Board Chair and other Board officers. Three of its Jesuit members are elected by the full Board; three additional members are elected by the Jesuit Members of the Corporation (Jesuit Board of Members). The Board does its work through a committee structure. The Board meets four times each academic year. In many areas, the Board delegates authority to the President, Provost, Deans, and others. The

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<sup>1</sup> As used in throughout this Handbook, the terms "include," "includes," and "including," whether or not capitalized, mean "include but are not limited to," "includes but is not limited to," and "including, but not limited to," respectively.

Board of Trustees is responsible for approving the *Faculty Handbook* and any amendments to it. For further information on the University's board and administration, visit <https://www.seattleu.edu/governance/>.

## **2. The President**

The Board of Trustees appoints the President of Seattle University to serve as the chief executive officer under policies and direction of the Board and its Executive Officers. The President has responsibility for overall University planning and operations. The President leads the establishment of the University's mission and strategic priorities.

## **3. The Provost**

The Provost is the chief academic officer and reports to the President. The Provost works in partnership with the President's Leadership Team, the Deans, the Provost's Leadership Team, faculty, staff, and others in the community to achieve the strategic priorities of the University. The Provost leads areas including academic planning and budgeting, faculty recruitment and development, program and curriculum development, enrollment services, student engagement and campus life, information technology, institutional research, and global engagement. The Provost serves as the President's designee in various matters, including promotion and tenure, faculty contracts, and terminations. They provide leadership in directing the University's academic strategic priorities and achieving the mission of the University.

## **4. Deans**

The Deans are senior administrators reporting directly to the Provost. As senior academic officers, they execute Seattle University policies and regulations in their respective colleges, schools, or libraries.<sup>2</sup> They ensure the delivery of quality academic programs, compliance to standards established by relevant external agencies, and adherence to policies and timelines relating to faculty contracts, evaluation, promotion, tenure, and non-reappointments. They make recommendations to the Provost on faculty appointments, terminations, salary increases, and leaves of absence. They lead the process of developing or revising college, school, library, and departmental guidelines relating to faculty appointments.

The Deans work closely with their direct reports to prepare proposed annual budgets for their academic areas. The Deans submit these proposed budgets to the Provost. When the Provost approves the Deans' budgets, the Deans convey the relevant budget information to their respective college, school, or library and are expected to supervise the appropriate expenditure of the approved funds.

Additionally, Deans have the obligation to consult, establish, and inform faculty on all important matters of policy within their respective academic areas. They transmit to the Provost major proposals from their colleges, schools, or library and more generally serve as liaisons between their colleges, schools, or library and the central administration. They provide leadership and support of the academic strategic initiatives and University mission.

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<sup>2</sup> The University's Dean of Admissions and Dean of Students are not faculty members and do not have responsibilities associated with oversight of an "academic unit."

The Provost annually evaluates the Deans. Additionally, the Provost will conduct a comprehensive evaluation of each Dean at periodic intervals of no more than three years. This comprehensive review may include information solicited from administrative peers, home college or school faculty, librarians, and other professionals whose input is deemed relevant by the Provost.

## **5. Department Chairs**

In colleges and schools with Department Chairs, these Chairs are appointed by the Deans after consultation with the Provost and all department faculty members who are eligible to serve as members of the Academic Assembly pursuant to the Bylaws of the Academic Assembly. As academic leaders of their departments, Department Chairs serve as the channel of communication between the faculty and the Dean. In consultation with the Dean and the faculty, Department Chairs oversee, guide, and coordinate the administration of quality academic curricula, course enrollments, faculty course assignments, the professional development of faculty and staff, and program assessment and reviews. Additionally, they may make recommendations to the Dean in the recruitment, appointment, evaluation, salary increases, promotion in rank, mid-probationary and tenure reviews, and leaves of absence of faculty members in their department. Department Chairs must ensure that documents relevant to mid-probationary, tenure, and promotion reviews are forwarded to the Dean. They also conduct annual performance reviews (APRs), also referred to as “annual evaluations,” of department faculty members and forward these annual evaluations to the Dean after meeting with the faculty members. Department Chairs may work with their Deans to develop annual operating budgets and serve as responsible stewards of the University’s resources.

When departmental written standards exist, Department Chairs may lead the process of developing or revising these standards and guidelines relating to faculty appointments. When they are approved by the Dean and the appropriate review committee, Department Chairs disseminate them to faculty in their department. In addition, Department Chairs may have other duties as assigned by the Dean of their college or school.

Department Chairs are evaluated annually by their Deans. This process must include opportunity for evaluation by the faculty within their academic units. The method of evaluation will be determined by each college or school and must assure confidentiality for the faculty member(s) providing the evaluation.

## **C. Academic Assembly**

The Academic Assembly is a democratically elected representative body encompassing all of the colleges and schools in addition to the library faculty. It functions as the official voice of the faculty on all matters related to University governance. Central to the Academic Assembly’s mission is a fundamental belief that the expertise of the faculty in a wide variety of areas usefully augments the overall ability of the University to address the needs of students, faculty, and staff members as they seek to realize their full potential and respond proactively and effectively to the problems and opportunities facing higher education today. Faculty knowledge, wisdom, and experience, along with faculty teaching, scholarship, and service empower the University mission. For the complete bylaws of the Academic Assembly, see <https://www.seattleu.edu/media/academic-assembly/materials/AcA-Bylaws--adopted-6-1-2020->

[amended-6-16-2023.pdf.](#)

**D. Faculty Defined**

The faculty of Seattle University is comprised of instructional faculty, library faculty, research faculty, other faculty, and faculty with special status. Faculty members are variously organized into departments, programs, colleges, and schools.

**E. Faculty Appointment, Promotions, Tenure, and Contracts**

The Seattle University Board of Trustees has granted to the President final authority for all faculty appointments. The President has, in turn, delegated this authority to the Provost. An overt act by the President or their designee is required for a faculty appointment or reappointment.

The Board of Trustees has granted to the President final authority for faculty promotions and tenure. An overt act by the President, or their designee, is required for promotion or conferral of tenure.

Acceptance of a faculty contract constitutes an agreement to abide by the Faculty Handbook and other University policies and procedures relevant to faculty members. These include, the human resources policies and policies posted on the University website or otherwise adopted by the University.

Colleges, schools, and departments may, and on some subjects must, adopt faculty-related policies tailored to their own needs. School and departmental policies must be consistent with this Faculty Handbook and receive all required administrative approvals. When they exist, departmental standards are reviewed by the college or school. They require approval by the college or school Dean and the Provost. The Provost has authority to facilitate the resolution of any issue of interpretation of this Faculty Handbook. Prior to making a decision, the Provost should consult with the Academic Assembly on matters deemed particularly serious, especially those with broad ramifications in University policy beyond special circumstances. Unless the Board of Trustees specifies otherwise, any approved amendment will be in effect for all contracts or letters of appointment issued after the promulgation date of the amendment.

**II. Academic Rights, Duties, and Responsibilities**

**A. Academic Freedom<sup>3</sup>**

Seattle University is committed to fostering an environment of academic freedom, intellectual curiosity, and academic excellence. A Jesuit education cultivates a culture of dialogue and embraces free inquiry and exchange of ideas. The University is committed to developing an inclusive community that productively engages across differences. The University recognizes that there are multiple perspectives on many issues and that such diversity of viewpoint, and its free expression, is fundamental to the search for truth. Upholding academic freedom and providing opportunities for free expression and inquiry is fundamental to the University's role as a Jesuit and Catholic institution.

The rights and responsibilities associated with academic freedom apply to all faculty at Seattle University regardless of rank or position.

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<sup>3</sup> Seattle University's Statement on Academic Freedom is informed by the American Association of University Professors' ("AAUP") 1940 *Statement of Principles of Academic Freedom and Tenure*.

## **1. Scholarship and Creative Works**

The faculty of Seattle University are entitled to full freedom in scholarship, research, creative works, and in the dissemination of scholarly activities, subject to the adequate performance of their other academic duties. Scholarship and creative works for financial gain is expected to be conducted consistent with University policies.

## **2. Teaching**

The faculty of Seattle University are entitled to freedom in the classroom in discussing subjects within the context of their expertise. The faculty has primary responsibility for course and curriculum development. Faculty members shall teach their courses consistent with the curriculum decisions of their school or college, the course descriptions in the University catalogs, regulatory and accreditation requirements, and the learning outcomes defined by the relevant colleges, schools, departments, or programs offering the courses in question.

## **3. Society**

The faculty of Seattle University are citizens, members of a learned profession, and representatives of an educational institution. The University recognizes the right of all faculty to freely express their opinion outside the scope of their University employment. When faculty speak or write as citizens (*e.g.*, extramural utterances), they should be free from institutional censorship or discipline, but as scholars and educational representatives, they should remember that the public may judge their profession and Seattle University based on their communication. Hence, faculty should always strive for accuracy and demonstrate respect for the opinions of others. Furthermore, faculty should clearly state their disciplinary expertise and indicate that they are not speaking for Seattle University.

Academic freedom is supported and sustained by robust processes and practices of shared governance, which affirm the right of faculty members to discuss, criticize, and debate University policies and priorities. Seattle University affirms the relationship between academic freedom and tenure. Because tenure provides economic security, it is indispensable to the success of the University in fulfilling its obligations to its students and to society.

## **B. Intellectual Property**

### **1. Copyright Ownership Policy**

Seattle University is committed to providing an atmosphere that is conducive to excellence in teaching, scholarship, research, and creative activity. Faculty, staff, and students are encouraged to engage in the scholarly pursuit of knowledge, artistic production, and both basic and applied research. Though not a primary University goal, the results of such pursuits sometimes lead to the development of material that may be copyrighted. The University's policy on copyright ownership for works created by faculty, staff, and students is set forth in the University Copyright Ownership Policy, at Appendix A.1.

### **2. Patent Policy**

The Seattle University patent policy establishes guidelines for disclosure and assignment of ownership of potentially patentable inventions or discoveries resulting from the work of Seattle

University faculty member(s), staff, graduate students, undergraduate students, visitors, and any persons using University resources and facilities. It is designed to promote, preserve, and encourage innovation; inform faculty member(s) of the University practices; protect the respective interests of all parties involved; and assist the inventor(s) and the University in realizing tangible benefits from such inventions. For the complete text of the Seattle University Patent Policy, see Appendix A.2.

**C. Professional Ethics and Responsibilities**

The search for and communication of truth are primary values for every faculty member. The dignity of free inquiry requires that truthfulness characterize every facet of faculty activity. It embodies personal integrity, intellectual honesty, and accuracy in communicating the results of study and research.

Each member of the academic community must accord others the respect due to all persons. The freedom to criticize is based on professional competence and carries with it a corresponding obligation to seek and accept criticism from others. Faculty members acknowledge their academic debts, strive for objectivity in their judgments, value and defend the free inquiry of others, and accept their share of responsibility for University governance.

Honesty, candor, accuracy, openness, and integrity are guiding principles that faculty members are expected to adhere to in all of their academic activities, including teaching, research, scholarship, artistic endeavors, service, and governance. Faculty research may receive support from the University and from external organizations, agencies, or individuals. In the interest of the broadest possible dissemination of research results, faculty members must refrain from shaping their research to conform to the judgments of external funding sources. Faculty members are the primary source of guidance for responsible research practices among faculty, students, and employees. Faculty members bear responsibility for conforming to professional norms in research and complying with ethical, financial, and other requirements in conducting research and publishing results. These requirements and policies are available through the Office of Sponsored Projects: <https://www.seattleu.edu/sponsored-projects/>.

Faculty members have a duty to cooperate in internal investigations and hearings when colleagues or the administration calls upon them to do so.

Faculty members have a professional responsibility to exercise appropriate restraint. They must not abuse the power of their positions, including power inherent in the faculty-student relationship. Romantic, amorous, or sexual relationships between a faculty member and a student for whom the faculty member has instructional, advising, or other professional responsibility is unethical and unprofessional. As a matter of institutional concern and responsibility, Seattle University prohibits such relationships.

Faculty members with oversight responsibilities of staff and other faculty members are expected to comply with Seattle University's policies for supervisors as described in the Human Resources Policy Manual: <https://www.seattleu.edu/hr/>.

**III. Elements of Faculty Quality**

Seattle University faculty members are teacher-scholars who share a commitment to teaching, scholarly activity and professional development, and service and institution building. Faculty members engage in their work consistent with the University's mission and with a focus on the strategic priorities

of the University.

**A. *Teaching***

As teacher-scholars, Seattle University faculty members are expected to educate students through excellent teaching, an excellence with many components. The excellent teacher-scholar possesses a thorough and current knowledge of their discipline and of pedagogical research and theory as applied to it. They convey key concepts and values, enable students to learn the discipline's critical thinking and investigative processes, and model appropriate strategies of inquiry and scholarship. The excellent teacher-scholar engages students actively in their own learning and promotes a spirit of inquiry and openness to knowledge. The excellent teacher-scholar organizes their coursework in a coherent way, describes clearly the expectations for students, uses fair and appropriate assessment techniques, and provides students with useful and frequent feedback about their learning. The excellent teacher-scholar shows respect for their students and creates an environment that enables their growth as persons. The excellent teacher-scholar interacts with students in a supportive way and, through concern for questions of values, justice, and faith, helps sustain the Jesuit ethos upon which the University is founded.

Seattle University faculty members bear a major responsibility for mentoring students. The central element of mentorship is genuine and sustained concern for students as persons and belief in their capacity for self-directed growth. Effective mentorship includes willingness to be available to students for consultation outside the classroom; helpfulness in guiding students in such matters as research projects, career counseling, and academic concerns; familiarity with the current requirements of University programs and students' achievement in relation to these requirements; and helpfulness in developing with the students an academic program which will aid them in gaining as much as possible from their years at Seattle University.

All faculty members must respect the legitimate privacy interests of students and comply with the federal Family Educational Rights and Privacy Act (FERPA). Seattle University provides training on FERPA and follows its FERPA Guidelines (76-9), which are available on the Registrar's academic policies website: <https://www.seattleu.edu/registrar/academic-policies/>.

**B. *Scholarly Activity and Professional Development***

Seattle University faculty members engage in scholarship and professional development throughout their careers. Scholarly activity is defined broadly to include traditional research, the integration of knowledge, the transformation of knowledge through the intellectual work involved in teaching and facilitating learning, and the application of knowledge to solve a compelling problem in the community. Seattle University values an inclusive view of scholarship in the recognition that knowledge is acquired and advanced through discovery, integration, application, teaching, and engagement. Given this perspective, promotion and tenure reviews and the annual performance evaluation process, as detailed in the criteria of individual departments, schools, and colleges, will recognize original scholarly contributions in peer-reviewed publications as well as integrative and applied forms of scholarship that can involve cross-cutting collaborations with business and community partners, including translational research. In addition, the university also supports the concept that peer validation and communication

can occur in many ways, including peer-refereed publications. The following non-exhaustive list of examples illustrate the range of scholarly activity recognized at Seattle University:

- i. traditional research;
- ii. interpretive or theoretical articles or monographs for the profession;
- iii. pedagogical articles or monographs, books, and textbooks;
- iv. professional presentations;
- v. reports of professional consultations;
- vi. applied and public scholarship;
- vii. community engaged scholarship; and
- viii. creative work in art, dance, music, theater, film, broadcasting, or literature.

For some faculty members, depending on their disciplines, other professional activity with a demonstrably positive impact beyond Seattle University—including computer programs, website development, and innovative coursework, curriculum, and program development—may also be considered scholarship. Applied and public scholarship, and community engaged scholarship must be reviewed both by experienced peers within the faculty members' discipline and by qualified community partners.

Seattle University expects faculty involved in graduate-level education to give special attention to the production of scholarly activity and writing and/or engagement in professional activities that contribute to the growth of knowledge or to professional excellence in fields external to the University.

Faculty professional development is a commitment to continuous growth throughout one's professional life. As life-long learners, faculty members strive to improve their teaching, research, creative activities, and service. They seek new ideas and approaches across diverse areas such as course design, instructional effectiveness, evaluation, curriculum development, technology applications, student advising, and scholarly activity.

Within the context of its obligations to students, its fiscal resources, and its facilities, the University will provide support to faculty who engage in scholarly and professional activity. Faculty members may apply, through their Dean or Director, for a reduction in instructional load, summer and academic year Faculty Fellowships, University grants-in-aid, and sabbatical leave. The University also encourages faculty to seek financial support for instructional, scholarly, and professional development projects from outside sources, both governmental and independent.

Seattle University encourages its faculty to attend meetings of professional and learned societies as a means of increasing their instructional and scholarly or professional competence. Within the limitations of its budget, the University will support such professional development by providing financial support for such activities. University funds to support professional travel expenses are made available through the academic Deans, who may be assisted in allocation by faculty committees. The Deans and their committees are responsible for developing and disseminating policies and procedures relating to professional travel and for disbursing such funds as available in as equitable a manner as possible and in accordance with the college, school, or department's scholarly and creative goals.

**C. Commitment to Service and Institution Building**

Seattle University embraces the Jesuit priority of service and the promotion of justice. All tenured faculty, tenure-line faculty, and term faculty in the clinical and teaching professor series, are expected to provide some form of service to the University, their college or school, their professional community, or the community at large. This includes the expectation that all tenured faculty, tenure-line faculty, and term faculty in the clinical and teaching professor series be regularly engaged in service at the department, college or school, and/or University level. Faculty members are also encouraged to exemplify commitment to institution building and community engagement.

**D. Collegiality in Relation to Teaching, Scholarly Activity, and Service and Institution Building**

At Seattle University, collegiality is understood within the context of a faculty member's teaching, scholarly activity, and service and institution building. That is, it relates to collaboration and constructive cooperation in association with a faculty member's overall performance. Collegiality should not be confused with sociability or likability because it is a professional, not personal, criterion relating to the performance of a faculty member's duties. It does not require conformity to any particular view. In situations in which a faculty member feels that their work environment is not conducive to collaboration and constructive cooperation, that faculty member is encouraged to pursue available avenues for recourse and remedy. Such avenues include consultation with a faculty's Chair, Program Director, Dean, or the University Ombudsperson (see Section X, below). If these avenues are not appropriate or available, faculty members should follow the faculty grievance procedures outlined in this handbook.

**E. Faculty Availability to Students and Colleagues**

In light of the emphasis Seattle University places on teaching excellence, it is essential that all students have adequate opportunity for consultation with their teachers. Furthermore, the educational community and collegial environment necessary to delivering excellent education are most likely to be present when faculty are available to students and faculty colleagues. Therefore, full-time faculty are expected to maintain sufficient office or contact hours, normally not fewer than five hours per week, and otherwise be accessible to address the academic and consulting needs of their students, other faculty, and staff. Part-time faculty also are expected to maintain sufficient office or contact hours to address the academic and consulting needs of their students.

**IV. Faculty Appointments**

Faculty appointments do not take effect until the Provost or designee has made a written offer to a candidate, and the candidate has accepted the offer in accordance with its terms. Every faculty member at Seattle University has a written contract setting forth the terms of their employment by the University.

The University will be guided in its appointment and promotion in academic rank by the qualifications of the individual concerned, in accordance with the standards set forth in this Handbook and the college or school's established guidelines. The Provost or designee, upon receiving a written request from the college or school, may make the following exceptions:

**Exceptions for Term Faculty Positions:**

A qualified person in any academic discipline may be given a Term appointment. These appointments will require the approval of the Provost with the recommendation of the Dean and the departmental faculty, when applicable.

**Exceptions for Tenure-Line Positions:**

A teaching scholar with an established reputation who has been tenured at another institution or who has distinctive professional excellence in their field and whose presence on the Seattle University faculty is particularly desired may be offered a tenured appointment conditioned on approval through standard school or college and University procedural consideration.

The University conducts regular performance evaluations of all faculty members, except for faculty with temporary appointments of one year or less.

If the University believes a faculty member has a physical or medical condition that is negatively affecting the faculty member's ability to fulfill their duties in a safe, secure, productive, and effective manner, it may require the faculty member to undergo an independent medical examination to determine their fitness for duty. Any such medical examination shall be job-related, consistent with business necessity, and conducted in full compliance with applicable law, including the Americans with Disabilities Act. Such examinations shall not be used as a substitute for disciplinary action.

**A. *Tenure-Line Faculty***

**1. *Tenure-Line Faculty Appointments***

Tenure-line and tenured faculty at Seattle University engage in instruction; curriculum development; scholarship, research, and creative work; professional development; service; and institution building.

As a means of ensuring academic freedom and of providing sufficient security to faculty members with proven abilities, tenure is understood as an obligation on the part of the University to offer continuing appointment to a tenured faculty member until they resign, retire, or are dismissed pursuant to Sections XI and XII. "Tenured" refers to one who has been granted tenure by a formal action by the Provost, who serves as the President's designee. Tenure is ordinarily granted within the department and/or school or college where the faculty member holds their primary appointment. However, if the person holds a "joint appointment," then the faculty member is tenured in both academic units (i.e., department, college, or school) in which the faculty member is based. With tenure comes the right to hold a faculty position without reduction in rank or individual diminution in pay for the duration of the faculty member's full-time employment at the University.

A "tenure-line appointment" is defined as a probationary appointment that may result in awarding tenure. The standard academic ranks are Assistant Professor, Associate Professor, and Professor, which imply a hierarchy of combined academic and professional achievement. The specific norms of each academic rank below represent minimal standards; schools and colleges may have additional standards.

- i. The rank of Assistant Professor is customarily awarded to an individual with an earned doctorate or terminal degree in their field and who has demonstrated a

- strong potential for excellence in teaching, scholarly activity, and service and institution building in alignment with the mission and values of Seattle University.
- ii. The rank of Associate Professor is customarily awarded only to an individual with an earned doctorate or terminal degree in their field and who has demonstrated excellence in teaching, scholarly achievement and professional activity, and through substantive participation in service and institution building.
  - iii. The rank of Professor is customarily awarded to an individual with an earned doctorate or terminal degree in their field and who has demonstrated sustained excellence in engagement and leadership in the areas of faculty work. The faculty member should have a record of excellent accomplishment and high competence demonstrating career-long integration with post-tenure evidence of contribution and leadership in one or more areas of faculty scholarship and institution building. Areas of faculty work to which a faculty member may apply their expertise include:
    - i. curriculum or program development;
    - ii. contributions to University leadership and institution building;
    - iii. research, scholarly, or creative practice;
    - iv. applied and public scholarship; and
    - v. community-engaged scholarship, teaching, or other community engagement.

Appointments in this series generally require open recruitment and are subject to the approval by the Provost. If an appointee to a tenure-line position has previously served as a faculty member at another higher education institution, Seattle University and the appointee may, at the time of initial appointment, agree in writing that the individual will receive advanced standing towards the probationary period that will not exceed three years, for a maximum probationary period at Seattle University of four years at the Assistant Professor level. Tenured faculty members continue to receive annual contracts until termination by resignation, retirement, or is dismissed in cases where there is legitimate grounds for dismissal as defined in Section XI and XII. Tenure-line faculty members whose contracts are not renewed are entitled to written notice of non-reappointment following the schedule outlined in Section IX.B below. The decision not to renew the appointment of full-time, tenure-line faculty rests in the final instance with the Provost, under authority delegated by the President. Such decisions are based on recommendations of the Dean, college, or school personnel committee, and when applicable, the Department Chair.

Tenure-line and tenured faculty members may be elected to serve as voting members of the Academic Assembly, receive faculty development funds, are subject to annual review, and are eligible for research leave.

## **B. Term Faculty**

Term faculty members collaborate with the tenured and tenure-line faculty in the fulfillment of the overall mission of the University. Such appointments are customarily made by the University to respond to enrollment or curricular needs and sometimes to fill vacancies created by various types of leaves. Term faculty are issued a written contract and are not eligible for tenure. Appointments for full-

time Term faculty members may be issued as single-year or multi-year terms.

Term faculty appointments may be renewed if the need for their services continues, but the University is not obligated to make such reappointment.

Term faculty holding the ranks of Assistant Professor, Associate Professor, and Professor as of May 1, 2011 have the option to retain their title for the duration of their employment at Seattle University.

## **1. Teaching Professor Series**

Teaching Professor series faculty are academically qualified individuals with disciplinary expertise. They engage primarily in instruction and service to the University, with commensurate professional development and contributions within or outside the University.

Teaching Professor series faculty ranks are customarily awarded to individuals with an earned doctorate, terminal academic degree, or terminal practice degree in their respective discipline. In disciplines where significant professional expertise is valued, individuals with non-terminal degrees may be considered qualified. Faculty in this series are eligible to apply for promotion. Teaching Professor positions are not eligible for conversion to tenure-line positions.

The academic ranks for this series are Assistant Teaching Professor, Associate Teaching Professor, and Teaching Professor, which imply a hierarchy of combined academic and professional achievement. The specific norms of each academic rank below represent minimum standards; schools and colleges may have additional standards.

- i. The rank of Assistant Teaching Professor is customarily awarded to an academically qualified individual with an earned doctorate, terminal academic degree, or terminal practice degree who has demonstrated promise for excellence in teaching and service and institution building.
- ii. The rank of Associate Teaching Professor is customarily awarded to an academically qualified individual with an earned doctorate, terminal academic degree, or terminal practice degree who has an established record of excellence in teaching, service and institution building, and professional development and contributions.
- iii. The rank of Teaching Professor is customarily awarded to an academically qualified individual with an earned doctorate, terminal academic degree, or terminal practice degree in their respective discipline who has a sustained record of excellence in teaching, service and institution building, and professional development and contributions.

Appointments in this series generally require an open recruitment unless granted by promotion from a lower Teaching Professor rank. Teaching Professor series faculty may be hired as Assistant Teaching Professors, Associate Teaching Professors, or Teaching Professors based on qualifications.

## **2. Clinical Professor Series**

Clinical Professor series faculty are academically qualified individuals with specific skills and extensive experience in a given clinical or professional field and/or have unique professional or administrative expertise. They engage in instruction in clinical, laboratory, studio, fieldwork, professional

practice, and/or classroom settings. Clinical Professor series faculty also may have related scholarly, service, or leadership components to their roles as appropriate, within or outside the University. Clinical Professor series faculty may possess a certification and/or licensure as specified by the program or department of appointment and are required to maintain these qualifications as defined by their program, department, and school or college.

Clinical Professor series faculty ranks are customarily awarded to individuals with an earned doctorate, terminal academic degree, or terminal practice degree in their respective discipline. In disciplines where significant professional expertise is valued, individuals with non-terminal degrees may be considered qualified. Faculty in this series are eligible to apply for promotion. Clinical Professor positions are not eligible for conversion to tenure-line positions.

The academic ranks for this series are Assistant Clinical Professor, Associate Clinical Professor, and Clinical Professor, which imply a hierarchy of combined academic and professional achievement. The norms of each academic rank below represent minimum standards; schools and colleges may have additional standards.

- i. The rank of Assistant Clinical Professor is customarily awarded to an academically qualified individual with an earned doctorate, terminal academic degree, or terminal practice degree who has demonstrated promise of excellence in teaching, clinical supervision, service and institution building, and professional achievements and contributions.
- ii. The rank of Associate Clinical Professor is customarily awarded to an academically qualified individual with an earned doctorate, terminal academic degree, or terminal practice degree who has an established record of excellence in teaching, clinical supervision, service and institution building, and professional achievements and contributions.
- iii. The rank of Clinical Professor is customarily awarded to an academically qualified individual with an earned doctorate, terminal academic degree, or terminal practice degree who has a sustained record of excellence in teaching, clinical supervision, service and institution building, and professional achievements and contributions.

Appointments in this series generally require open recruitment unless granted by promotion from a lower Clinical Professor rank. Clinical Professor series faculty may be hired as Assistant Clinical Professors, Associate Clinical Professors, or Clinical Professors based on qualifications. University employees in primarily non-teaching positions, who are teaching on a limited basis may request an appointment as a Clinical Professor in their associated school or college.

### **3. Professor of Lawyering Skills Series**

This series is applicable only to term faculty members appointed in the School of Law. This type of appointment is issued to academically qualified individuals with specific skills and extensive experience in the legal profession. Appointees perform teaching-related duties in courses having a significant skills component, such as Legal Writing, and hold appointments under contracts for terms of not less than three years. Appointees may also provide administrative service in the School of Law. The standard academic ranks for this series are Assistant Professor of Lawyering Skills, Associate Professor of

Lawyering Skills, and Professor of Lawyering Skills, which imply a hierarchy of combined academic and professional achievement. Individuals holding appointments in this series as of May 2011 and whose primary teaching responsibility is in required Legal Writing courses are eligible to pursue tenure, pursuant to the pertinent provisions of the Law School Faculty Code, but not those appointed after May 2011. Otherwise, individuals in this series are not eligible for tenure.

The standard terms for each rank in this series are as follows:

- i. Assistant Professor of Lawyering Skills: 3-year term non-renewable contract;
- ii. Associate Professor of Lawyering Skills: 3-year renewable contract upon receiving rank, with subsequent 5-year term renewable contract;
- iii. Professor of Lawyering Skills: 5-year term renewable contract.

Review and promotion guidelines are developed by the School of Law and approved by the Provost or designee.

Renewal is contingent on factors including enrollment, curricular needs, availability of funding, and favorable annual review by the Law School Dean to the Provost. However, per the School of Law Faculty Code, five-year term contracts are presumptively renewable.

Professors of Lawyering Skills may be elected to serve as voting members of the Academic Assembly, may receive faculty development funds, and are subject to annual review.

#### **4. Instructor**

Instructor positions are created to fill temporary leave, replacement, or other provisional teaching roles. Appointments in this series are issued as a single-year term.

Instructors engage primarily in teaching and are not expected to engage in service beyond the normal advising component of teaching, except in colleges or schools in which faculty engagement in service activities is assessed by accrediting bodies or guild associations. Years of service as Instructor do not accrue toward eligibility for tenure.

#### **5. Adjunct Professor Series**

Adjunct Professors are essential to the work and mission of the University. They make it possible for the University to bring in expert practitioners who have professional roles and responsibilities outside of academic settings, to broaden the curriculum by hiring more faculty with diverse areas of expertise, and to respond to changes in curricular and departmental needs. They are often integral parts of the faculty of each academic program.

Adjunct Professors are part-time Term faculty with varying roles and who may or may not have a terminal degree. Adjunct Professors are paid on a per-course basis. They are not expected to perform scholarship or service beyond accreditation requirements and/or the normal advising component of teaching, or the assignments of professional librarians. Positions in this series do not require an open recruitment process.

Senior Adjunct Professor. Deans may confer the title “Senior Adjunct Professor” to adjunct faculty who demonstrate consistently high-quality teaching in recurring employment over five years (consecutive or non-consecutive).

**C. Library Faculty**

Library faculty members from both the Lemieux Library and the Law Library provide professional services in Seattle University's libraries in support of the educational, research, and public service functions of the University. They receive a renewable 12-month appointment based on the University's fiscal year. Library faculty members are not eligible for tenure. However, the Law Library Director is a member of the faculty of the School of Law and may be tenured. Full-time Librarians are eligible to accrue 20 vacation days per fiscal year to be scheduled after consultation with and approval by their respective Dean, Lemieux Library and McGoldrick Learning Commons, and Law Library Director.

The review and promotion guidelines for Associate Librarian and Librarian are developed by Committee for Librarian Evaluation and Promotion and approved by the Dean, Lemieux Library and McGoldrick Learning Commons, the Law Library Director, the Dean of the School of Law, and the Provost.

Library faculty members are eligible for reappointment upon favorable recommendations from the Dean, Lemieux Library and McGoldrick Learning Commons, or both the Law Library Director and the Dean of the School of Law, and if approved by the Provost.

Appointments are subject to approval by the Provost. Library faculty members may teach, engage in scholarly publishing or specialized projects, and receive faculty development funds. They are subject to annual evaluation and are eligible for research and/or professional leave. They may be elected to serve as voting members of the Academic Assembly. Appointments in this series require open recruitment.

The standard academic ranks are Assistant Librarian, Associate Librarian, and Librarian, which imply a hierarchy of combined academic and professional achievement.

- i. The rank of Assistant Librarian is customarily awarded to an individual who evinces the ability to fulfill requirements of a Library Faculty position at Seattle University, and who possesses a graduate degree from a program accredited by the American Library Association or comparable international library science / information studies degree.
- ii. The rank of Associate Librarian is customarily awarded to an individual who meets Assistant Librarian rank criteria, has obtained a minimum of four years as Assistant Librarian or equivalent experience in a similar professional position, and who demonstrates outstanding fulfillment of professional responsibilities, evidence of scholarly activity and/or professional development that contributes to growth and knowledge, and service to the library, University, profession, and community. The required four years as Assistant Librarian or equivalent may be waived by the Provost on the recommendation of the Dean of the Lemieux Library, or Law Library Director and Law School Dean.
- iii. The rank of Librarian is customarily awarded to an individual with the degree requirements of Associate Librarian, a minimum of five years in the rank of Associate Librarian, normally at Seattle University, and evidence of superior performance and effective leadership in fulfillment of professional responsibilities, a sustained record of scholarly activity and/or professional development that

contributes to growth and knowledge, and a sustained record of significant service to the library, University, profession, and community.

**D. Research Faculty**

Research faculty members primarily engage in professional research or a specialized program. They may hold title as a Postdoctoral Scholar or Fellow or the standard academic ranks of Assistant Research Scientist or Scholar, Associate Research Scientist or Scholar, or Research Professor or Research Scientist or Scholar, which imply a hierarchy of combined academic and professional achievement. Years of service in this series do not accrue toward eligibility for tenure. They may provide limited instructional service, subject to the terms of the grant, when applicable.

Appointments are subject to approval by the Provost. Research faculty members may be elected to serve as voting members of the Academic Assembly, may receive limited faculty development funds (*e.g.*, development not covered by a research grant), and are subject to annual review. Their positions are primarily funded through grants, fellowships, or other external funding. Normally a Research Faculty position will be terminated when funding ends; however, schools and colleges have the option to provide bridge funding. Appointments in this series normally require open recruitment only for Research Faculty members not specifically named on a fellowship or grant.

**E. Other Faculty**

**1. Coterminous Faculty**

A coterminous faculty appointment is issued to an administrator with academic credentials who joins Seattle University and wishes to formalize a relationship with a school or college in order to provide instructional or academic or scholarly service. Coterminous faculty members are granted faculty status but not tenure. Termination of the administrative appointment results in termination of the coterminous faculty appointment.

Appointments are subject to approval by the Provost. Coterminous faculty members are not voting members of the Academic Assembly. Positions in this series do not require an open recruitment.

**2. Joint and Dual Appointments**

Joint or dual appointments may be considered for faculty members in any Instructional series. Appointees to these classifications devote their time and effort in their faculty duties to more than one academic unit within the same school or college, or in two schools, colleges, or centers. Agreements for joint and dual appointments are articulated through a Memorandum of Understanding (MOU) that is approved by the Provost and signed by the faculty member, the Department Chair (if applicable), and the Dean.

**Joint Appointments:** A joint appointment involves a formal, ongoing fiscal commitment from each school or college, department, program, or center. The faculty member will have a primary and secondary academic unit, reflecting their level of involvement. An MOU among the faculty member and the academic units is required. The MOU will define the locus of teaching responsibilities, annual review, primary supervisor, tenure (if applicable), budgeted salary, and other key logistical considerations. Both academic units will normally be involved in the recruitment and appointment process.

Dual Appointments: A dual appointment does not require an ongoing fiscal commitment. The secondary academic unit need not make a funding contribution. An MOU among the faculty member and both academic units is required. The MOU will define the faculty member's relationship with the secondary school or college, department, program, and/or center and key logistical considerations. It also will define any reduced responsibilities in the primary academic unit if the faculty member has a substantial programmatic commitment to the secondary school or college, department, or center. The primary academic unit is responsible for conducting reviews and recommending advancement or promotion, with the expectation that the secondary academic unit will provide an evaluation of contributions for consideration during the process.

**F. *Special Status Faculty***

**1. Visiting Faculty**

Visiting faculty members normally hold, or have held, academic rank at another academic institution or have equivalent recognition in their field. They are appointed on a temporary basis to the Seattle University faculty at the rank they hold at their home institution. Seattle University appoints Visiting Faculty members with the expectation that at the conclusion of their appointment, they will return to their home institutions or other regular professional positions. Visiting Faculty members are neither eligible for tenure nor to become voting members of the Academic Assembly.

**2. Distinguished Professor or Professional In-Residence**

Appointment as a Distinguished Professor or Professional-in-Residence is reserved for highly accomplished members of the professional community who are leaders in their fields as shown by national or international recognition or significant public service achievements. Distinguished Professors-or Professionals-in-Residence provide specialized expertise by fulfilling instructional, clinical, or programmatic needs of the University or engaging in specialized research projects under the auspices of Seattle University. Appointees in this series may hold a permanent position at another institution. Appointees may engage in teaching, clinical, or professional activities and/or University and public service. Appointments are subject to approval by the Provost. Distinguished Professors and Professionals-in-Residence are not voting members of the Academic Assembly and receive an annual letter of appointment. Positions in this series do not require open recruitment.

**3. Endowed Chairs and Professorships**

Endowed Chairs and Professorships are honorary titles conferred on outstanding faculty members who are nationally and/or internationally known for their academic or professional leadership. Such appointments are funded through philanthropic sources and include chairs designated for visiting faculty and for current University faculty. Appointments are subject to approval by the President, or their designee, and receive an annual letter of appointment. Visiting Professors who hold Endowed Chairs are not eligible to be voting members of the Academic Assembly. Positions in this series may require open recruitment depending on the conditions of the endowment.

#### **4. Emeritus Faculty**

The President or their designee may grant the honorary title Professor Emeritus or Librarian Emeritus at the time of retirement to a faculty member with 20 or more years of college or university employment as a faculty member, of which 15 years has been at Seattle University. The University may make exceptions to the time requirements. Successful candidates for emeritus/emerita status will have made noteworthy and distinguished contributions to the University. Ordinarily, the candidate will have received favorable recommendations from the appropriate combination of the Department Chair, Law Library Director, Dean, and Provost.

Recommendations for the emeritus rank are made to the President by the Provost on the request of the appropriate Department Chair, Director of the Law Library, or Dean. Candidates are nominated by their Department Chair (if applicable) and/or Dean of their college, school, or unit upon the candidate's request or at the Department Chair's or Dean's discretion.

A Professor Emeritus/Emerita who returns to University service may use the title Emeritus/Emerita in Residence. The Dean may, at their discretion, compensate an Emeritus/Emerita in Residence above the prevailing part-time faculty rate of the college, school, or unit.

Emeriti enjoy faculty privileges for the library, Campus Store, Fitness Center, and appropriate campus events. They may walk in academic processions and attend academic functions.

#### **5. University Professor**

The honorary title of University Professor is reserved for Seattle University scholars of international distinction who are recognized and respected as teachers or scholars of exceptional ability and who may contribute outstanding service to more than one school or college. The President considers the recommendation of Chairs, Deans, Provost, and the University Rank and Tenure Committee but has the final authority to make a University Professor appointment.

#### **6. Courtesy Affiliate Faculty**

Courtesy Affiliate faculty members are appointed by the Dean. Such appointments are non-salaried, honorific appointments conferring an academic affiliation, title, ID card, and library privileges. Persons with appropriate professional or academic credentials whom the school or college, department, or program wishes to include within its academic community also may be granted the use of an office, lab, copier, e-mail account, or such other department, college, or school support as might be consistent with a Courtesy Affiliate appointment. Faculty members on Courtesy Affiliate appointments are not eligible to be Principal Investigators on externally funded projects. Courtesy Affiliate appointments may be granted for up to one academic year, are renewable, and may be discontinued for any reason and at any time without prior notice. Space or other resources made available to those on Courtesy Affiliate appointments may be withdrawn at any time.

### **V. Evaluation and Performance**

#### **A. Standards and Guidelines**

Each department, or comparable academic unit, has standards for faculty evaluation, reappointment, promotion, and tenure. Departmental standards are consistent with the Academic

Rights, Duties, and Responsibilities and the Elements of Faculty Quality described in Sections II and III above. Departmental guidelines (or college or school guidelines for those areas without departments) explain the annual evaluation process in detail. Guidelines relating to promotion and tenure include information such as notice of initiation of the review; materials the candidate should submit; steps in the process; timing; respective roles, as appropriate, of the departmental faculty, Department Chair, the Dean, and others; and the candidate's access to information about the process.

**B. Tenure-Line Faculty Performance Expectations**

As a comprehensive liberal arts university founded in the Jesuit and Catholic tradition, Seattle University expects its faculty to be teacher-scholars with performance expectations that emphasize excellence in teaching, scholarly activity and professional development, and service and institution building. These performance expectations provide guidance for annual review of tenure-line faculty. The University commits to a flexible approach that recognizes differences in faculty interests and recognizes a broad and inclusive range of faculty contributions. Faculty will be evaluated across three workload categories consisting of (1) Teaching Effectiveness; (2) Scholarship, Creative Works, Professional Accomplishment; and (3) Service and Institution Building.

Across these categories, each school or college has the option of choosing one of the following weightings for baseline performance expectations for its tenure-line faculty:

- i. 50% teaching, 30% scholarship, and 20% service and institution-building.
- ii. 45% teaching, 35% scholarship, and 20% service and institution-building.
- iii. 40% teaching, 40% scholarship, and 20% service and institution-building.

Each of the three categories includes a list of corresponding activities that, *collectively*, advance the multi-faceted mission of a comprehensive Jesuit university. With guidance and approval from the Office of the Provost to ensure principles of equity and diversity and a commitment to recognizing a diverse and broad range of faculty contributions, each college and school may further identify the acknowledged range of activities within each of the three performance categories to be unit-specific.

Each faculty member need not be an expert in all of these activities, nor necessarily engage in all of them. Thus, a diverse distribution of performance contributions is expected in accordance with: faculty goals and expertise; contractual appointment; needs of the assigned academic unit; needs of the college or school; and needs of University. While engagement in various activities may be variable across faculty, the distribution and expectations must be equitable throughout academic departments, throughout colleges and schools, and throughout the University as a whole.

Further, with guidance and approval from the Office of the Provost to ensure principles of equity and diversity, each college and school will provide a rubric for evaluating performance in each category that results in a rating for each category. The rating for each category will then be averaged using the weightings above and can be accompanied by narrative reflection. In years in which a performance-based wage compensation pool is available, these performance ratings will serve as a basis for allocating performance-based compensation increases.

In select individual cases, through a memorandum of understanding between the faculty member and their Dean, adjustments may be made to baseline percentages to align faculty effort with specified responsibilities (*e.g.*, Department Chairs, Program Directors).

**C. Annual Evaluation**

With limited exceptions, all faculty members undergo an annual performance evaluation. The evaluation includes input from the faculty member, the Department Chair or Dean, and students. It may include peer input. Although annual evaluations normally will provide evidence for decisions on reappointment, salary increases, and, as appropriate, promotion and tenure, an equally important purpose of the evaluation is developmental. Annual evaluations aid the individual in achieving and maintaining excellence as a faculty member. Growth in excellence and progress in correcting deficiencies will be major considerations in all personnel decisions. In addition to annual evaluations, some tenure-line faculty undergo more intensive evaluations. These more intensive evaluations occur at the approximate mid-point of the probationary period (typically the third year), at the point of a tenure application, and at the point of a promotion application.

**D. Mid-Probationary Review for Tenure-Line Assistant Professor**

Tenure-line Assistant Professors undergo a formal review that typically occurs in the third year of appointment. The mid-probationary review is formative and evaluative; it informs the faculty member, in an evidence-based way, of the progress they are making toward tenure. It involves an assessment of teaching effectiveness, progress in establishing a program of research or scholarship in their field and service to the department, school, University, and profession. The summary results of the review will be made available to the faculty member by their Dean. The report must, at a minimum, state the recommended outcome, explain the reasons for the recommendation, and offer any suggestions for future performance. Candidates will have an opportunity to respond to the report.

The Provost makes final decisions concerning continuation of the appointment, upon authority delegated by the President. The Provost may consider, in addition to the candidate's quality, the University's future staffing needs, after consultation with the Dean and Department Chair. The Provost will communicate their decision to the Dean, who then will communicate the final decision to the faculty member in writing. If applicable, this communication will also specify the timetable and nature of the evaluative process leading to the next formal review.

Except for documents submitted confidentially, the contents of the mid-probationary review file must be made available to the faculty member upon a written request to their Dean. They will be given opportunity to supplement the file for purposes of clarification. All participants in the review process maintain responsible professional confidentiality. A successful mid-probationary review does not guarantee candidates later consideration for tenure and promotion.

**E. Establishing a Holistic Faculty Development Plan for Tenured and Tenure-Line Professors**

Within two years of receiving tenure and promotion to the rank of Associate Professor, or within the second year of hire at the rank of Associate (tenured) professor, faculty are expected to develop a Holistic Faculty Development Plan ("HDFP"). The HDFP is generative and collaborative and is intended to focus and enhance faculty professional development and advancement. A faculty member's annual performance evaluation provides an opportunity for ongoing formative mentorship to support faculty progress in their HDFP.

The HFDP describes the area(s) of faculty work that the faculty member intends to pursue intentionally and systematically, and the ways in which their stated professional goals link to the University's mission and contribute to relevant communities of practice internal or external to the University. Mission-oriented academic excellence is intended to be broadly conceived and reflective of a wide range of scholarly activities including applied, artistic, community, institution-building, and public scholarship, as well as traditional, discovery-oriented research. While the development of an HFDP is a faculty-centered process, faculty members are expected to consult with their Department Chair, Program Director, Associate Dean, Dean's designee, and/or Dean. The HFDP will be adopted through mutual agreement of the faculty member and Dean or designee and subject to revision through annual review.

## **VI. Promotion and Tenure for Tenure-Line Faculty**

### **A. *Promotion and Tenure Criteria and Guidelines***

The criteria for granting promotion and tenure to faculty at Seattle University are governed by excellence in teaching, scholarly activity and professional achievements, and service and institution building.

Each college or school is responsible for managing their internal promotion and tenure process and may have additional guidelines established to evaluate faculty who apply for promotion and tenure. The college or school process must ensure a comprehensive and fair review of the candidate. While the process and guidelines may be developed at the department, college, or school level, in order to be consistent with the culture of the relevant discipline, the process and guidelines must conform to general University guidelines in this Handbook and be approved by the college or school (either by the faculty as a whole or by the relevant personnel review committee), the Dean, the University Rank and Tenure Committee, and the Provost. College or school promotion and tenure processes and guidelines should include information such as the schedule of the review; the portfolio materials the candidate should submit; the steps in the process; timing of the evaluation; the respective roles, as appropriate, of the departmental faculty, Department Chair, the Dean, and others; the composition and voting procedures of the personnel committee; and the candidate's access to information about the process. Proposed amendments to the process and guidelines may be initiated by members of the faculty, Department Chairs, or appropriate constituents who are part of the approval process. Any subsequent changes to the process and guidelines will follow the same procedures engaged in the approval of the process and guidelines.

If amendments are approved, the new process and guidelines will be applied to new faculty hires and promotion decisions. Tenure-line faculty members hired before the new process and guidelines went into effect may choose to be considered under the old or the new process and guidelines when being evaluated for tenure or promotion. Tenured faculty being considered for promotion to full professor may choose to be considered under the old or new process and guidelines, if the new process and guidelines went into effect within the last three years, subject to the timetable rules of their college or school. Department Chairs, academic directors, or supervisors (if applicable), or Deans in colleges or schools without departments, are responsible for informing their faculty of the

current promotion and tenure process and guidelines.

The University will be guided in its appointments and promotions in academic rank by the qualifications of the individual concerned. Promotion, like tenure, is conferred only by an overt act on the part of the University. An initial academic appointment with tenure at Seattle University is rare. Recommendations for initial tenure must be submitted for review and recommendation following the promotion and tenure procedures described in Section VI.B.

The standard qualifications for promotion and tenure are as follows:

**1. Assistant Professor to Associate Professor**

- i. Possession of the earned doctorate or other terminal degree appropriate to the field.
- ii. At least five years successful teaching as a ranked faculty member, unless the individual received credit for prior service upon appointment. The five years must have been completed at the time of application for tenure.
- iii. Evidence of excellence in supporting the Seattle University student experience as exemplified through teaching and advising/mentoring.
- iv. Evidence of excellence in scholarly achievement and professional activity, as well as promise of continued scholarly development.
- v. Evidence of substantive participation in departmental and college or school curricular activities.
- vi. Evidence of substantive participation in service and institution-building activities.
- vii. Evidence of good professional standing, for example, by maintaining any required professional license.
- viii. Success in satisfying the elements of faculty quality and academic and ethical responsibilities described above.

**2. Associate Professor to Professor**

Promotion to Professor is based on a record of sustained excellence in teaching, scholarly activity and professional development, and service and institution building. A faculty member petitioning for promotion to Professor will demonstrate a record of achievement that indicates intentional, sustained development; contribution; and leadership in one or more areas of faculty scholarship and institution building as articulated in their HFDP.

The evaluation of excellent accomplishment and high competence is based on a holistic evaluation of the evidence of the quantity, quality, and trajectory of work presented in the faculty member's portfolio, and in light of the University's mission and previously defined elements of faculty quality as set forth in Section III.

In addition to consistent positive annual performance evaluations, as detailed in the criteria of individual academic units, departments, schools, and colleges, eligibility requirements for promotion to Professor include:

- i. Continuing fulfillment of the standards as set forth in Subsections VI.A.1.i. through .viii, above;

- ii. A minimum of four years' experience as an Associate Professor prior to the time of application for promotion. The four years must be at Seattle University except in the case of faculty members hired by Seattle University with a tenured appointment at the Associate Professor level; and
- iii. Evidence of leadership and sustained excellence in supporting the Seattle University student experience as exemplified through teaching, advising, mentoring, or administrative support of student success as evaluated holistically.
- iv. Evidence of sustained engagement across levels of the University;
- v. Evidence of leadership and sustained excellent accomplishment and high competence demonstrating career-long integration with post-tenure evidence in scholarly activity, professional development, and institution building, as set forth in the HFDP.

The following guidelines provide direction to faculty candidates preparing materials for evaluation for promotion to Professor and to the personnel involved in the evaluation process (*see also*, Portfolio Preparation Guidelines):

- i. A wide, inclusive, and documented range of activities that support a comprehensive, mission-focused University will be recognized;
- ii. A faculty member petitioning for promotion to Professor will demonstrate a record of achievement that indicates systematic, sustained, and intentional development in one or more of the areas of faculty work as articulated in their adopted HFDP;
- iii. The portfolio will include an integrated statement that communicates and provides evidence of the outcomes of their HFDP;
- iv. Evaluators will assess candidates for promotion in terms of the faculty member's HFDP and demonstrated contributions and impact. Consideration will focus on the area(s) of faculty work upon which the faculty member has focused in their HFDP and accompanying record;
- v. The External Reviewers proposed by the faculty member will be selected based on the reviewers' areas of expertise and ability to evaluate the quality of work identified by the faculty member in their HFDP. External Reviewers of a faculty member's portfolio will be experts in their given areas, and at least two will be associated with an institution of higher education. As indicated by the HFDP and where appropriate, additional reviewers need not be associated with an institution of higher education and may be drawn from other sectors.

Tenure-line faculty members holding the rank of Assistant Professor or Associate Professor generally are not considered for promotion to Associate Professor or full Professor prior to the normal tenure review. The standard timelines for consideration for promotion and/or tenure review should be adhered to under normal circumstances. Exceptions may be considered in cases of extraordinary performance or when other criteria and timelines for promotion consideration are established in the initial letter of appointment. In the School of Law, promotion to Associate Professor may occur prior to the review for tenure. In addition, an Associate Professor of Law may apply for promotion to Professor after a minimum of three years of successful teaching as an Associate Professor, normally at Seattle University,

or in the second year after tenure has been granted, whichever comes first, unless a different timetable is set forth in the individual's initial tenure-line contract of employment.

**B. Promotion and Tenure Procedures**

The responsibility for consideration for promotion and/or tenure and for preparing the review files rests with the faculty member. The responsibility for evaluating a faculty member's teaching, mentorship of students, research or scholarly achievements, service and professional activity falls initially to their department and/or college or school colleagues, with oversight provided by the faculty member's Dean. In addition, the college or school must engage the services of qualified experts from outside the university to conduct an external review of the candidate's demonstrated contributions and impact within the context of the faculty member's chosen area(s) of work. All files for formal review must conform to the "Guidelines for File Preparation and Presentation promulgated by the Provost and available at: <https://www.seattleu.edu/academicaffairs/policies/>.

It is expected that individuals who play a major role in the review and approval of a faculty member's application are thoroughly familiar with the guidelines and procedures established in the evaluation of the candidate. All participants in the review process must maintain responsible professional confidentiality. Faculty members may not vote at more than one level of review. Faculty members who voted in the Departmental Personnel Review Committee on a tenure and/or promotion candidate may not vote in the school personnel or the University Rank and Tenure Committee review of that candidate. This same rule applies to Department Chairs, who must write an independent recommendation of the candidate's petition as part of their duties as Chair. Because this recommendation constitutes a vote within the overall process, a Department Chair cannot vote beyond the department level on candidates housed in their department. Faculty members who have voted in the School Personnel Review Committee on a tenure candidate may not vote in the University Rank and Tenure Review Committee on that candidate. All stages of the promotion and review process must conform to the approved departmental, college, or school criteria and guidelines. In colleges or schools with departments, the Departmental Personnel Review Committee, or its equivalent, along with the Department Chair will evaluate the performance of the candidate and make recommendations to the school or the college personnel review committee, or its equivalent.

The minimum size of Departmental Personnel Review Committees will be three tenured faculty members. If the department does not have three qualified tenured members who can form the Personnel Review Committee, the Personnel Review Committee of the relevant school or college, in consultation with the Dean of the relevant school or college, will appoint sufficient additional tenured faculty members of the school or college to fulfill the minimum size of three persons.

The School or College Personnel Review Committee will review the recommendations of the Departmental Personnel Review Committee, as well as other information it deems appropriate, and make recommendations to the Dean or academic supervisor or Director. In schools or colleges without Departmental Personnel Review Committees, the School or College Personnel Review Committee will make the initial evaluation and recommendation to the Dean. At the request of either the Committee or the candidate, the candidate will meet with the School or College Personnel Review Committee to make a verbal presentation.

Deans who will make separate and independent evaluations of the faculty member may provide factual information to the School or College Personnel Review Committee, if such is solicited by the School or College Personnel Review Committee. They need not, however, communicate to the committee their judgments concerning the faculty member's performance and qualifications for reappointment.

When the Dean is satisfied that the evaluation has been thoroughly conducted and the recommendation is soundly based, they will deliver to the candidate a summary of the report submitted by the School or College Personnel Review Committee(s), without attribution or vote count, in a timely manner. The candidate will have at least five working days to submit a written statement in response to the summarized report and the recommendation. The Dean will then forward to the Provost the candidate's file; the Departmental, school, and/or College Personnel Review Committee evaluation(s); any written response from the candidate to the evaluation; and their own recommendation and observations. In forming their recommendation, the Dean must give due weight and appropriate consideration to the views of the Personnel Review Committee(s).

If the Dean is not satisfied with the evaluation and the recommendation, they will return it with comments to the Personnel Review Committee(s) from which it originated. If the Personnel Review Committee(s) does not accept the Dean's suggestions, the Dean then will deliver to the candidate a summary of the report submitted by the Personnel Review Committee(s), without attribution or vote count, in a timely manner. The candidate will have at least five working days to submit a written statement in response to the summarized report and the recommendation. The Dean will then forward to the Provost the candidate's file; the Departmental, School, or College Personnel Review Committee evaluation(s); any written response from the candidate to the evaluation; and their own recommendation and observations. In forming their recommendation, the Dean must give due weight and appropriate consideration to the views of the applicable Personnel Review Committee(s).

In the School of Law, candidates for promotion from Assistant Professor to Associate Professor receive the verbatim report prepared by the School Personnel Review Committee.

Upon completion of the process at the school or college level, the Dean will provide a written summary of their own recommendation and the reasons for that recommendation to the candidate. The faculty member may choose to submit additional information to the Provost and the University Rank and Tenure Committee. Both the Provost and the University Rank and Tenure Committee will consider that information before making a final recommendation.

The Provost will present the recommendation received from the college or school personnel review committee and the Dean to the University Rank and Tenure Committee for review and recommendation. They then will forward the recommendation of the University Rank and Tenure Committee, along with their own recommendation, to the President. An overt action by the President is required for both promotion and tenure. The Provost informs the faculty member of the final decision in both promotion and tenure applications.

Should allegations of serious misconduct against a faculty member arise during the tenure review process or after review, but before the date tenure is granted, the Dean has the discretion to either: (1) give the faculty member a full, written description of the alleged facts and circumstances and invite their response. The faculty member's response will be included, with the allegations, in the

dossier; or (2) suspend the tenure evaluation process and refer the misconduct allegations to the appropriate internal bodies for resolution. Upon resolution, the tenure process will resume.

Allegations of serious misconduct include, but are not limited to, unethical conduct, violations of University policies concerning discrimination against a member of a protected class, grave personal misconduct that bears on one's fitness as a faculty member, criminal acts, and plagiarism.

### **C.      *Timing of Promotion and Tenure***

The School of Law evaluates tenure-line candidates for promotion to Associate Professor (without tenure) in the fourth year. In all other colleges and schools, formal review of progress toward promotion and tenure at the rank of Assistant Professor will occur in the third and sixth-year review. Any variation from this timeline for formal review must have been specified in the faculty member's initial employment contract.

#### **1.      Tenure-Line Appointments**

Tenure-line appointments provide the appointee probationary status as a ranked faculty member and a contract for a stated period, usually one academic year, subject to renewal. The probationary appointment provides the non-tenured faculty member time to develop and demonstrate to the satisfaction of the faculty member's peers and the appropriate academic administrators the qualifications requisite for tenure. The probationary period for a faculty member who has served Seattle University may not exceed seven years. If granted, tenure and, where relevant, promotion take effect no later than the beginning of the seventh year. The denial of tenure will result in a terminal year contract for the academic year following tenure review.

For those individuals initially appointed at Seattle University to the rank of Associate Professor or Professor without tenure, the tenure decision is normally made during the third consecutive year of service. Final departmental review and recommendations for such candidates are completed during the third year of consecutive service (subject to exceptions discussed below). If tenure is granted, the faculty member's contract for the fourth year constitutes the first tenure contract. If tenure is not granted, notice is given prior to the conclusion of the third year that the fourth year constitutes a final appointment.

Upon the conclusion of a terminal appointment after the denial of tenure, the faculty member cannot be reappointed to a term faculty position (full or part-time appointment) for at least a period of five years.

Any variation from these timelines for formal review must be specified in the faculty member's initial employment contract or by later written agreement by the faculty member and the Provost. Prescribed probationary time periods are not to be regarded as guaranteeing the contract issuance prior to tenure. Seattle University is not bound to afford tenure-line faculty members the maximum trial period to demonstrate qualifications for tenure. Consequently, Seattle University may elect not to renew a contract in any year if the available evidence indicates that an ultimate grant of tenure, or continuing service of, that faculty member would not serve the best interests of Seattle University. Procedures for non-renewal (also referred to as "non-reappointment") are outlined in Section IX.B below.

## **2. Provision for the Calculation of the Probationary Period for Tenure-Line Faculty Members**

Upon the recommendation of the Dean, the probationary period may be shortened from the normal length by the Provost, with the agreement of the faculty member, provided this arrangement is specified in writing at the time of the initial appointment. In exceptional cases, the President may grant tenure at any time prior to the completion of the probationary period.

### **a) Reduction**

The University and an individual appointed to a tenure-line position may agree at the time of appointment that the individual will receive advanced standing within the probationary period up to three years if appointed as Assistant Professor. If the faculty member receives credit for prior service, the individual's research and publications from the credited period of service will receive weight equivalent to research and publications conducted while on the Seattle University faculty.

### **b) Extension**

A tenure-line faculty member who experiences prolonged, external circumstances or documented disability that significantly impedes their progress toward tenure may request in writing (1) a leave of absence; (2) temporary reassignment from a full-time position to a part-time one; or, (3) in the case of a documented disability, consideration of other reasonable accommodations. With advice from the Department Chair, the Dean may, with the approval of the Provost, grant, modify, or reject the request. Because only years of full-time service are included in computing eligibility for tenure, a tenure-line faculty member on either a leave of absence or a part-time appointment does not accrue time toward tenure.

In situations of prolonged, external circumstances that significantly impede progress toward tenure, a tenure-line faculty member may request in writing that a period equivalent to the duration of the external circumstances, but in no case more than two years, will not be included in computing eligibility for tenure. With advice from the Department Chair and the Dean, the Provost may grant, modify, or reject the request.

Except in cases of approved leave of absence, injury, accident, serious illness, or other unforeseeable circumstances, all requests to extend the probationary period must be made in advance and will not be granted retroactively. A tenure-line faculty member may normally not extend the probationary period for more than a total of two years of full-time service.

## **VII. Promotion for Term Faculty**

### **A. Promotion for Teaching Professor Series Faculty**

#### **1. Promotion Criteria and Guidelines**

The promotion criteria for the ranks of Associate Teaching Professor and Teaching Professor emphasize the faculty member's contributions in teaching, professional development, and service and institution building.

Teaching. Excellence in teaching is demonstrated by effective course design and delivery,

disciplinary knowledge, and pedagogy appropriate to the discipline. It promotes deep learning and encourages critical thinking and a spirit of inquiry. Excellent teaching requires clear expectations, fair assessment of student work, and useful and frequent feedback. Excellent teachers may engage in high impact practices such as community-engaged learning, study abroad, and experiential learning, and support of and respect for students as whole persons, enabling growth and engagement with questions of values, justice, and meaning.

Professional Development. Professional development may be demonstrated in a variety of ways, including participation in faculty development, professional conferences, seminars, or workshops; disciplinary and/or pedagogical scholarship; professional presentations and/or consultations; community-engaged scholarship; creative work; and/or other professional activity such as assessment, website development, and/or curriculum/program innovations.

Service and Institution Building. Seattle University embraces the Jesuit priority of service and the promotion of justice. Examples of service and institution building may include participation and/or leadership in the following areas: program, department, college and school, and university committees or administrative positions; special academic projects; disciplinary and professional organizations; community or civic activities such as commissions, boards, public service, and religious organizations; and student mentorship outside the classroom context.

The weight given to each of the above factors will depend on the contractual obligations of the faculty member to teaching, professional development, service, and institution building, as defined by each college and school.

Teaching Professor series faculty are not required to seek promotion, nor is their reappointment contingent on promotion. Promotion is subject to approval by the Provost.

## **2. Promotion Requirements**

The University will be guided in its promotions in academic rank by the qualifications of the individual concerned. Promotion is conferred only by an overt act on the part of the University. The standard qualifications for promotion are as follows:

Requirements for promotion from Assistant Teaching Professor to Associate Teaching Professor:

- i. An academically qualified individual customarily with an earned doctorate, terminal academic degree, or terminal practice degree. In disciplines where significant professional expertise is valued, individuals with non-terminal degrees may be considered qualified.
- ii. Four years of full-time teaching at the rank of Assistant Teaching Professor (eligible to apply for promotion in the 5<sup>th</sup> year of service at rank, with promotion taking effect at the beginning of the following academic year).
- iii. Established record of excellence in teaching and working with students.
- iv. Established record of engagement in professional development.
- v. Established record of excellence in service and related institution building.
- vi. Where applicable, maintenance of professional qualifications, licenses, and certifications.
- vii. Success in satisfying the elements of faculty quality and academic and ethical

responsibilities described in Section III.

Requirements for promotion from Associate Teaching Professor to Teaching Professor:

- i. Continued fulfillment of the standards for Associate Teaching Professor set forth above.
- ii. Four years of full-time teaching at the rank of Associate Teaching Professor (eligible to apply for promotion in the 5th year of service at rank, with promotion taking effect the following year).
- iii. Sustained record of excellence in teaching, working with students, service and/or leadership, and professional development and contributions.

### **3. Promotion Procedures**

Each college or school has written promotion guidelines to evaluate faculty who may apply for promotion within the Teaching Professor Series. The guidelines must ensure comprehensive and fair process for evaluating the criteria and requirements above. Promotion guidelines should include information such as the application and evaluation schedule, the materials the candidate should submit, the steps in the process, the composition of the promotion review committee, and the candidate's access to information about the process. The guidelines are reviewed by the Dean and school/college faculty governance bodies and approved by the Provost.

Promotion reviews occur at the college or school level by a Term Faculty Promotion Committee consisting primarily of Term faculty, approximately proportionate to the ratio of Teaching to Clinical series faculty in the school or college. Tenured and tenure-line faculty and associate deans with a faculty position may be members of the committee, including in a voting ex-officio capacity.

Based on the evaluation, the college or school Term Faculty Promotion Committee and Dean shall each make recommendations for promotion to the Provost or designee for final approval.

Denial of promotion does not constitute termination. Instead, the faculty member continues at the current rank, subject to contractual terms.

Individuals denied promotion may reapply as early as the next academic year.

## **B. *Promotion for Clinical Professor Series Faculty***

### **1. Promotion Criteria Guidelines**

The promotion criteria for the ranks of Associate Clinical Professor and Clinical Professor emphasize the faculty member's contributions in teaching, professional development, and service and institution building.

- i. Teaching. Excellence in teaching is demonstrated by effective course design and delivery, disciplinary knowledge, and pedagogy appropriate to the discipline. It promotes deep learning and encourages critical thinking and a spirit of inquiry. Excellent teaching requires clear expectations, fair assessment of student work, and useful and frequent feedback. Excellent teachers may engage in high impact practices such as community engaged learning, study abroad, and experiential learning, and support and respect students as whole persons, enabling growth and engagement with questions of values, justice and meaning.
- ii. Professional Development. Professional achievement and contributions advance the profession or field of expertise and practice. Examples may be demonstrated in a variety

- of ways, including curriculum and program development; faculty development; professional conferences, seminars or workshops; scholarship via publications in peer reviewed and non-peer reviewed journals and other outlets, handbooks, training videos, and/or other multi-media formats; participation in and presentations at local, state, regional, and/or national professional meetings, conferences, or boards; clinical workshops and/or trainings for professional practitioners; professional consultations; community-based research; and/or participation on licensing/certification boards.
- iii. Service and Institution Building. Seattle University embraces the Jesuit priority of service and the promotion of justice. Examples of service and institution building may include participation and/or leadership in the following areas: program, department, college and school, and university committees or administrative positions; special academic projects; disciplinary and professional organizations; community or civic activities such as commissions, boards, public service, and religious organizations; and student mentorship outside the classroom context.

The weight given to each of the above factors will depend on the contractual obligations of the faculty member to teaching, professional development, and service and institution building as defined by each college and school.

Clinical Professor series faculty are not required to seek promotion, nor is their reappointment contingent on promotion. Promotion is subject to approval by the Provost.

## **2. Promotion Requirements**

The University will be guided in its promotions in academic rank by the qualifications of the individual concerned. Promotion is conferred only by an overt act on the part of the University. The standard qualifications for promotion are as follows.

Requirements for promotion from Assistant Clinical Professor to Associate Clinical Professor:

- i. An academically qualified individual customarily with an earned doctorate, terminal academic degree, or terminal practice degree. In disciplines where significant professional expertise is valued, individuals with non-terminal degrees may be considered qualified.
- ii. Four years of full-time teaching at the rank of Assistant Clinical Professor (eligible to apply for promotion in the 5<sup>th</sup> year of service at rank, with promotion taking effect at the beginning of the following academic year).
- iii. Established record of excellence in teaching, clinical supervision, and/or working with students.
- iv. Established record of engagement in professional development.
- v. Established record of excellence in service and related institution building.
- vi. Where applicable, maintenance of professional qualifications, licenses, and certifications.
- vii. Success in satisfying the elements of faculty quality and academic and ethical responsibilities described in Section III.

Requirements for promotion from Associate Clinical Professor to Clinical Professor:

- i. Continuing fulfillment of the standards as set forth for Associate Clinical Professor as set forth above.
- ii. Four years of full-time teaching at the rank of Associate Clinical Professor (eligible to apply for promotion in the 5<sup>th</sup> year of service at rank, with promotion taking effect the following year).
- iii. Sustained record of excellence in teaching, clinical supervision, and/or working with students, service and/or leadership, and professional achievements and contributions.

### **3. Promotion Procedures**

Each college or school has written promotion guidelines to evaluate faculty who apply for promotion within the Clinical Professor Series. The guidelines must ensure a comprehensive and fair process for evaluating the criteria and requirements above. Promotion guidelines should include information such as the application and evaluation schedule, the materials the candidate should submit, the steps in the process, the composition of the promotion review committee, and the candidate's access to information about the process. The guidelines are reviewed by the Dean and school/college faculty shared governance bodies and approved by the Provost.

Promotion reviews take place at the college or the school level by a Term Faculty Promotion Committee consisting primarily of Term faculty, approximately proportionate to the ratio of Teaching to Clinical series faculty in the school or college. Tenured and tenure-line faculty and associate deans with a faculty position may be members on the committee, including in a voting ex-officio capacity.

Based on the evaluation, the college or school Term Faculty Promotion Committee and Dean shall each make recommendations for promotion to the Provost or designee for final approval.

Denial of promotion does not constitute termination. Instead, the faculty member continues at the current rank, subject to contractual terms.

Individuals denied promotion may reapply as early as the next academic year.

#### **C. *Promotion for Professor of Lawyering Skills Series Faculty***

See section IV.B.3.

#### **D. *Promotion for Adjunct Professor Series Faculty***

Promotion within the Adjunct Professor Series rewards dedication and service to students and the University.

Deans may confer the title "Senior Adjunct Professor" to adjunct faculty who demonstrate consistently high-quality teaching in recurring employment over five years (consecutive or non-consecutive). Adjunct Professors committed to a long-term relationship with Seattle University and meeting these criteria may request promotion via petition to their Dean(s).

Denial of promotion does not constitute termination. Instead, the faculty member continues at the current rank, subject to contractual terms.

Individuals denied promotion may re-petition as early as the next academic year.

### **VIII. Confidentiality and Disclosure in Faculty Evaluations**

The University believes that confidentiality of communications and materials is important to full

and fair consideration for reappointment, tenure, and promotion. Confidentiality promotes candor and honesty among the participants conducting reviews. Therefore, all statements of fact and all statements of judgment (whether oral or written) made during (or for use in) any formal consideration for reappointment, tenure, or promotion (including recommendations and opinions made by persons outside of the University), are and must remain confidential. In addition, the percentage of committee members voting yes or no, at any level of the review process, must remain confidential. At the same time, while the confidentiality of individual committee members is to be protected, the University believes that candidates deserve to be informed of the final decisions of the various committees, and of the reasons for a negative decision as outlined in Section VI.B on “Promotion and Tenure Procedures.” The University balances the important values of confidentiality and disclosure in faculty evaluations.

Those conducting evaluations bear a professional obligation not to disseminate sensitive information beyond those with an official need to know.

The University seeks to protect the confidentiality of evaluation information to the extent legally practicable.

## **IX. Resignation, Retirement, and Non-Reappointment**

A faculty member normally resigns or retires effective at the end of an academic year. The individual should provide as much advance notice as possible of their intention to resign or retire and should, in any case, give written notice to the Provost by April 15. The Provost has discretion to waive the deadline for notice of resignation.

### **A. Phased Retirement**

Full-time faculty members with 10 or more years of full-time service to Seattle University may petition the Dean and Provost for a reduced workload and reduced compensation for a time prior to retirement. The period for phased retirement is generally no more than three academic years immediately preceding full retirement, but may be longer with the agreement of the Dean. All phased retirement petitions must be approved by the Provost. No petitions may be granted that would cause unreasonable hardship to a program, department, or unit.

In granting a request, the Provost will specify in writing the total period of phased retirement; the adjusted full-time equivalency workload for each academic year; and the retirement date.

Faculty members who are on approved phased retirement arrangements may continue to participate in Seattle University’s benefit plans on the same terms as they apply to other full-time Seattle University employees. Benefits that are based on salary levels will be prorated according to the faculty member’s salary base while participating in the Phased Retirement Program.

### **B. Non-Reappointment**

The term “non-reappointment,” also referred to as “non-renewal” means the University has decided not to renew an appointment at the conclusion of its term. Such decisions are made for a wide variety of reasons that include performance, enrollment decline, availability of funding, or change in the curricula.

The decision to not renew the appointment of full-time non-tenured faculty members rests in

the final instance with the Provost, under authority delegated by the President. For a college or school with departments, the Department Chair makes an initial recommendation to the Dean as to whether a full-time non-tenured faculty member's contract should be renewed. In a college or school without departments, and other academic units, the Dean or academic Director or supervisor makes the initial recommendation. The Dean submits their recommendation, along with the recommendation(s) from the appropriate parties, to the Provost. The University is not required to state its reasons for non-reappointment, but may, at its discretion, do so.

The schedule for notice of non-reappointment described below does not apply to cases relating to dismissal for cause and termination due to institutional reasons as described in Sections XI and XII below.

#### **C. *Notice of Non-Reappointment***

The notice of non-reappointment applies only to the following full-time non-tenured faculty members: untenured tenure-line faculty; full-time term faculty with multi-year terms in the Teaching Professor, Clinical Professor, Professors of Lawyering Skills, and Instructor series; and Library faculty. The timeline pertinent to the delivery of such notice is described below.

- i. During the full-time non-tenured faculty member's first two years of service at Seattle University, the notice of non-reappointment must be given no later than March 30 prior to the expiration of the faculty member's current contract. The notice will state that the faculty member's contract will not be renewed for the following academic year.
- ii. During the full-time non-tenured faculty member's third consecutive year of service at Seattle University and thereafter, the notice must be given no later than June 30 of the faculty member's current contract. The notice will state that the faculty member's contract for the following academic year will be a final appointment.

The notice of non-reappointment is issued by the Office of the Provost.

#### **1. *Non-Reappointment of Other Groups of Faculty***

The contracts issued to the following members of term faculty expire on their own terms and will not require a written notice of non-reappointment: single-year term full-time term faculty in the Instructor, Teaching Professor, and Clinical Professor series; Adjunct faculty; Research faculty; Coterminous faculty; Visiting faculty; Distinguished Professor or Professional in Residence; Endowed and University Professorships; and Courtesy Affiliates.

#### **X. University Ombudsperson**

The Office of the University Ombudsperson is a resource available to all University faculty and staff. The Ombudsperson supports a culture that is ethical and civil, and in which mutual understanding can be reached and differences resolved through respectful dialogue and fair processes. To afford faculty and staff the greatest freedom in using its services, the Office is a strictly independent, confidential (subject to local, state, or federal mandatory reporting laws, including Title IX), impartial, and informal resource made available to all SU faculty members.

The University Ombudsperson is a designated neutral or impartial facilitator whose major

function is to provide confidential and informal guidance to the University's faculty and staff to assist them with their complaints, concerns, and issues; to assist faculty and staff in identifying appropriate offices, committees, and University rules and policies; and serve when appropriate as an informal mediator of early-stage complaints and to mediate as an impartial party. The University Ombudsperson is not an advocate for faculty, staff, or administration. They assist University personnel in identifying and evaluating options and solutions to problems and advocate for a fair and equitable process. The Office supplements, but does not replace, existing formal grievance mechanisms at the University. While not incorporated herein, more information about the Office of the University Ombudsperson is available on its webpage: <https://www.seattleu.edu/university-ombudsperson/>.

## **XI. Discipline, Interim Suspension, and Dismissal for Unacceptable Conduct**

### **A. Standards**

Disciplinary proceedings, up to and including termination, must be directly and substantially related to the fitness or competence of a faculty member to continue in a professional capacity as a faculty member at Seattle University, and may be instituted for the following reasons: (a) serious failure to fulfill the academic duties and responsibilities outlined in this Faculty Handbook or in the policies of the applicable school, college, department, or other academic unit or the University; (b) falsification of credentials; (c) falsification of research, scholarship, or other research misconduct; (d) gross misconduct with respect to generally accepted standards of conduct for university faculty members or violation of University policies governing the conduct of faculty; and (e) serious personal misconduct.

In no case may "unacceptable conduct" be interpreted to impair academic freedom as described in Section II.A.

### **B. Process for Discipline**

The following disciplinary process will be invoked when a Department Chair, academic supervisor, or Dean has reason to question the conduct of a faculty member. Discipline may include loss of faculty development funding, formal reprimand, censure, suspension with or without pay, and/or termination. In cases involving the possible dismissal of a faculty member as a disciplinary outcome, the full dismissal process, as outlined below (see Section XI.E), must be followed.

### **C. Discipline Short of Dismissal**

Normally in schools or colleges with departments, the Department Chair or academic supervisor can make an initial recommendation to the appropriate Dean(s) regarding discipline of a faculty member. In schools or colleges without departments, or other academic units, the Dean or academic supervisor makes the initial recommendation. Upon receipt of a report that may require discipline short of dismissal, the Dean notifies the faculty member with a written notice of charges. The faculty member then has 14 calendar days to respond. After receiving the faculty member's response, or if the faculty member fails to respond within 14 calendar days from the date of receipt of the written notice, the Dean makes a finding of fact(s) and a decision regarding the appropriate disciplinary action and notifies the faculty member in writing. If the faculty member disagrees with the Dean's decision, they may appeal the decision in writing to the Provost within 30 calendar days of the Dean's decision.

**D. *Interim Suspension***

If a faculty member's continued presence poses a threat of immediate or imminent harm to self or others, the Provost (or their designee) may immediately suspend the individual. Within 48 hours after the suspension begins, the University will provide the faculty member with a written statement of reasons for the suspension. For tenured faculty members, compensation will continue during the suspension and, for other faculty members, compensation will continue during the suspension or until the end of the specified contractual term of their current applicable contract, whichever is shorter.

**E. *Dismissal***

Dismissal is the removal for unacceptable conduct (as described in Section XI.A: "Standards") of any faculty member. As noted elsewhere, the dismissal provisions are not applicable to part-time faculty. In cases involving clear violations of the standards described above in Section XI.A, the Dean may dismiss any part-time faculty member at any time. For all other faculty, the University follows this section for dismissal for unacceptable conduct. The process for dismissal involves two sequential steps: an informal procedure involving the Standing Dismissal Advisory Committee (referred to as the "Committee" in this Section XI) and a formal procedure before the Dismissal Hearing Committee.

**1. *Informal Dismissal Procedure***

The Dean initiates the dismissal of a faculty member. Before doing so, the Dean reviews the faculty member's recent evaluations, reviews any disciplinary actions involving the faculty member, and consults with the appropriate academic supervisor and the Provost. The Dean discusses with the faculty member the intention to initiate dismissal proceedings, explaining the reasons for the action. The discussion will allow a reasonable opportunity for dialogue and for achieving a mutually agreeable resolution. The faculty member will have the option to resign at this point rather than proceed in the process to a formal dismissal hearing (Section X.E.2, "Formal Dismissal Hearing," below).

If informal discussion does not lead to a resolution, the Dean, in consultation with the Provost, will notify the faculty member in writing of the charges and the intent to dismiss. The notice will be sent by certified mail or delivered in person. If the faculty member, without good cause, does not respond in writing within 14 calendar days of delivery (or attempted delivery) of the notice, the University will consider the matter resolved, the faculty member dismissed, and all rights to further appeal waived.

If the faculty member wishes to respond to the charges, they will, within 14 calendar days, give written notice to the Dean of the intention to respond.

The Provost, upon recommendation from the Dean, provides the Dismissal Advisory Committee with a copy of the letter initiating the dismissal of the faculty member and any other materials deemed necessary. The Committee will seek to achieve an informal resolution on a confidential basis. It invites the faculty member to provide a written response within 30 days. It may also consult with University faculty, staff, and others with information about the matter. If an informal resolution is not achieved, the Dismissal Advisory Committee will make a recommendation about whether the University should pursue formal dismissal proceedings. The Dismissal Advisory Committee will submit its written recommendation to the President, Provost, and the faculty member involved.

If the Dismissal Advisory Committee recommends dismissal, or if the Dismissal Advisory

Committee recommends retaining the faculty member but the President disagrees, the President must send a letter to the faculty member by certified mail or hand delivery. The letter must state the University's intention to dismiss the individual, describes the grounds for dismissal, and informs the faculty member of their right to request a formal hearing to contest the dismissal. A faculty member wishing to contest the dismissal must so notify the President in writing. If the faculty member, without good cause, fails to reply within 14 calendar days after delivery (or attempted delivery) of the letter, the University will consider the matter resolved, the faculty member dismissed, and all rights to further appeal waived.

## **2. Formal Dismissal Hearing**

### **a) Before the Hearing**

If the faculty member wishes to contest the dismissal, the Provost will oversee the selection of a Dismissal Hearing Committee within 30 days. See Section XI.E.3.B ("Dismissal Hearing Committee").

The Provost initiates the formal dismissal hearing by providing the faculty member and the Chair of the Dismissal Hearing Committee with written notice including each of the following elements:

- i. The grounds for dismissal;
- ii. A direction that the Dismissal Hearing Committee conduct a hearing on the charges;
- iii. A statement of the time and place for the hearing, with the time set to permit the faculty member a sufficient opportunity to prepare a defense;
- iv. A copy of relevant University policies and regulations, including this Handbook.

The Dismissal Hearing Committee must invite the faculty member to submit a written response to the charges by a specified date.

Under the general supervision of the Dismissal Hearing Committee, the Provost and faculty member will exchange relevant documents, witness lists, and other items useful to the orderly conduct of the hearing.

### **b) During the Hearing**

- i. The Provost and the faculty member have a right to be present at all Dismissal Hearing Committee hearings. The Provost and faculty member have a right to legal counsel. The faculty member bears the expense of his or her own counsel.
- ii. Meetings of the Dismissal Hearing Committee will be private and confidential unless both parties waive the right to a private hearing, in which case the hearing will be open to members of the University community.
- iii. The Provost bears the burden of proving, by preponderance of the evidence, that the faculty member's conduct violated the standards set forth above in Section XI.A ("Standards").
- iv. A faculty member facing dismissal who fails without good cause to appear and proceed at the hearing will be deemed to have waived the right to

- appear. The hearing may proceed in their absence.
- v. Both parties and their counsel have the right to know the names and roles of witnesses who will provide testimony and the right to question all witnesses.
  - vi. The Dismissal Hearing Committee will invite the parties to submit written briefs and make an oral argument.
  - vii. The Dismissal Hearing Committee is not bound by formal rules of evidence or any formal court procedure. It may consider any relevant information upon which responsible people customarily rely in conducting serious affairs.
  - viii. The Dismissal Hearing Committee will itself resolve any disputes about its procedures.
  - ix. The University will arrange and pay for a complete record of the hearing, made by recording, court reporter, or similarly reliable method. The University will provide a copy of the record to the faculty member at no expense.
  - x. The recording or transcript, together with the documents and exhibits submitted by both parties, constitute the hearing record.
  - xi. The Dismissal Hearing Committee will confer in confidence and prepare a written decision, including findings and recommendations, within 30 days after the hearing concludes. The Committee will provide copies of its decision to the faculty member and the Provost.

**c) After the Decision**

The President must transmit the hearing record and the Committee's decision, together with any recommendation or observations the President might wish to make, to the Board of Trustees. The Board of Trustees may transmit through the President a request to the Committee to provide advice on the President's recommendation or to reconsider any identified aspects of the Committee's decision. The Board of Trustees may, in its discretion, invite the faculty member or the faculty member's counsel to make an oral presentation to the Board.

The Board of Trustees may sustain, overrule, or modify the Committee's recommendation. The Board must send its decision in writing to the President, the faculty member, and the Dismissal Hearing Committee. The Board's decision is final, not subject to the grievance process, and binding on both parties.

The University is not obligated to compensate a faculty member dismissed pursuant to Section XI beyond the date of the final notification of dismissal by the Board of Trustees or beyond the date of the expiration of the faculty member's contract, whichever occurs first.

The University will treat the hearing record, Committee decision, President's recommendation, and the Board's decision as confidential. If, however, the faculty member or their representative discloses information about any aspect of the dismissal proceeding to anyone not involved in the dismissal process, the University may, in its discretion, release any information it deems appropriate

from the hearing record, final decision, or any other aspect of the proceedings.

### **3. Dismissal Appeal Committees**

#### **a) Dismissal Advisory Committee**

The Dismissal Advisory Committee's function is to make a preliminary inquiry into situations of potential faculty dismissal, attempt to negotiate an informal resolution, and, if the parties do not reach a resolution, make a recommendation on whether the University should convene a dismissal hearing.

The Dismissal Advisory Committee consists of one full-time tenured faculty member with a rank of Associate Professor or above appointed annually by the Academic Assembly from each school or college that has nine or more full-time faculty members. The members of the Dismissal Advisory Committee will elect the Dismissal Advisory Committee Chair.

#### **b) Dismissal Hearing Committee**

The Dismissal Hearing Committee conducts a hearing if the University proposes to dismiss a full-time faculty member during the term of their contract. The Dismissal Hearing Committee makes a recommendation to the Provost. The Dismissal Hearing Committee consists of five full-time, tenured faculty members with the rank of Associate Professor and above not previously connected with the case and chosen in the following manner: five members of the Dismissal Hearing Committee will be selected from a pool of nine full-time tenured faculty members without an actual or apparent conflict of interest who are willing to serve. If a school or college does not have tenured faculty members, full-time, non-tenured faculty members will be appointed from that school or college. The nine members of the pool will initially be selected by the Academic Assembly (5 members) and the President (4 members) and will be presented to the Provost and the faculty member after those selected have indicated they are willing to serve, do not have any personal knowledge of the case, and do not have an actual or apparent conflict of interest. If a selectee opts out of the process, the body who initially selected them will select a replacement. After the list of nine is final, the Provost or the Provost's representative and the faculty member will take turns striking off names from the list until five names remain. The five remaining individuals will constitute the Dismissal Hearing Committee and elect their own chair and recording secretary.

## **XII. Termination of Appointment for Institutional Reasons**

The University has the right to terminate the appointment of a faculty member in a situation of financial exigency or discontinuation or reduction of an educational program as described below.

### **A. Financial Exigency**

A financial exigency is a condition in which a clear financial crisis exists that threatens the survival of the University as a whole that cannot be alleviated other than by declaring a state of exigency. When the Board of Trustees formally declares that such a condition exists for the University or school, the President will inform the Academic Assembly.

The administration must consult with the Academic Assembly before the Board of Trustees declares financial exigency. The Academic Assembly will have the opportunity to prepare options to be

considered in response to the emergency. The administration must provide reasonable consultation and cooperation in the preparation of options or join in a collaborative process to develop options.

**B. *Reduction or Elimination of Educational Program, Degree Program, or Department***

The University may reduce or eliminate an educational program (i.e., a minor, major, certificate, concentration, or specialization), degree program, or department based on low enrollment or productivity, inadequate academic quality, or to support University strategic planning. Program, degree program, or department reduction or elimination may occur only after review by the Dean and the appropriate faculty governance body at the school or college level, which will make its recommendation to the Academic Assembly. This body will then review the reduction or elimination proposal and make a recommendation to the Provost, who will then convey their decision to the President and the Board of Trustees. See Appendix B, A Chart of Authorizations and Reviews for Academic Approval Processes, for a complete description of the review process beyond the college or school level.

**C. *Criteria for Position Retention or Elimination***

The criteria for retaining a position include teaching effectiveness, curricular needs, length of service, scholarly productivity, equity, and diversity and tenure status.

Tenure-line positions can be eliminated only after the elimination of all term positions within a program.

Tenured faculty members may be eliminated only after the elimination of all untenured faculty members within a program.

Tenured faculty members may be eliminated only by program elimination or financial exigency, as declared by the Board of Trustees.

If circumstances require a choice between two or more tenured faculty, primary consideration will be given to the University's overall good as assessed by the faculty members' Dean(s) and the University Rank and Tenure Committee, which will make a recommendation to the Provost.

**D. *Procedures for Terminating Appointments***

In the event of financial exigency or a decision to reduce or eliminate an educational program, the Dean and appropriate faculty governance bodies at the school or college level will make a recommendation for reduction(s) or elimination(s) to the Academic Assembly. The Academic Assembly will make recommendations to the Provost, who will provide their recommendation to the President.

The University will make reasonable efforts to reassign a tenured faculty member whose position is slated for termination in another position. In the absence of a suitable position for a tenured faculty member, the University will provide compensation as detailed below.

For faculty members whose appointments are terminated due to financial exigency, the University will provide severance equivalent to one week's compensation for every year of full-time service at the University. For a tenured faculty member whose appointment is terminated due to program discontinuance or reduction, the University will provide a minimum of one academic year's severance compensation. For a non-tenured faculty member whose appointment is terminated due to program discontinuance or reduction, the University will provide notice, severance salary, or a

combination of both, equivalent to the remaining months in the current contract year.

In all cases of termination of a tenured appointment because of financial exigency, the position of the faculty member concerned will not be filled by a replacement within a period of three years, unless the released faculty member first has been offered reinstatement and a reasonable time in which to accept or decline.

### **XIII. Faculty Grievance Committee and Procedure**

#### **A. Purpose**

The grievance procedure provides a means to resolve disputes that have not been resolved through the normal processes of the University and reasoned discussion. The grievance process is intended to clearly define the matters that are at issue; to assure the faculty member that their complaint or problem has been presented to and considered by appropriate University officials and bodies; and to assure the University community that decisions involving faculty members in their relationship to the University are fully and fairly considered.

#### **B. Jurisdiction**

The Faculty Grievance Committee (referred to as the “Committee” in this Section XIII) has authority to hear grievances regarding the following issues:

- i. Conditions of service;
- ii. Infringement of academic freedom;
- iii. Violations of the Faculty Handbook; and
- iv. Decisions to deny tenure or promotion are within the jurisdiction of the Committee, but such decisions may only be challenged for failure to follow established rank and tenure procedures where such failure has a substantial impact on the decision.

In alignment with federal policies, Seattle University handles complaints of discrimination, harassment, and other civil rights issues involving faculty according through the Office of Institutional Equity’s and Human Resources’ policies.

Dismissal of a tenured faculty member, termination of a non-tenured faculty member before the end of the specified contract term, and termination of a tenured faculty member for institutional reasons are covered by the separate procedures set forth in Sections IX (“Resignation, Retirement, and Non-Reappointment”), XI (“Discipline, Interim Suspension, and Dismissal for Unacceptable Conduct”), and XII (“Termination of Appointment for Institutional Reasons”) of this Handbook and are not within the jurisdiction of the Committee.

Decisions to not reappoint or renew the contract of a non-tenured faculty member are not within the jurisdiction of the Committee.

#### **C. Process**

##### **1. Informal Grievance Process**

###### **a) Departmental and College/School Review**

Any faculty member who has a grievance within the jurisdiction of the Committee must first

attempt to resolve their grievance with their Program Director, Department Chair, and/or Dean, or their designee, before submitting a written grievance petition to the Provost.

## **2. Written Grievance Petition**

A faculty member who has a grievance within the jurisdiction of the Committee may submit their grievance in the form of a written grievance petition to the Provost if they were unable to resolve the grievance through their program, department, and college and/or school. However, if the faculty member's grievance relates to an action of the Provost, the written petition must be submitted to the President, who then oversees the grievance process. Such a petition must be submitted within 60 days of the event, action, or decision that is the subject of the grievance, must state the nature of the grievance, identify the person or persons who made the decision or took the action being challenged (the "respondent"), provide copies of relevant documents and correspondence, and supply any other information supporting the grievance. A petition for grievance should concern or challenge only one event, action, or decision in that petition, unless the subject of the grievance concerns multiple events, actions, patterns, or decisions that are inextricably related and also occurred within 21 days of the first event, action, or decision that is the subject of the petition. If the grievant has additional grievances that do not concern one event, action, or decision that are inextricably related or that did not occur within 21 days of the first event they should file a separate petition for grievance.

## **3. Alternative Resolution (Informal Grievance Process)**

The Provost (or President, where applicable) will review the petition and attempt to resolve the matter through agreement within 30 days of receiving the petition. However, before submitting their written grievance petition, faculty members are encouraged, but not required, to consult with the University Ombudsperson, who can serve as a resource on University policy and facilitate an agreed-upon resolution between the parties.

If a resolution acceptable to the faculty member is not reached within 45 days after the faculty member submits their written petition, or if the faculty member has not received a response from the Provost within 45 days after submitting their petition, the faculty member may submit the petition to the Committee for consideration, but must do so no later than 45 days after initially submitting their petition to the Provost or President, unless the Provost has granted additional time due to extenuating circumstances.

## **4. Committee Review (Formal Grievance Process)**

If the faculty member elects to submit their petition to the Committee, a Grievance Panel ("Panel") comprised of members of the Committee selected as set forth below will decide whether the grievance merits further inquiry. The submission of a petition will not automatically result in an inquiry or detailed consideration of the grievance. If the Panel determines that a further inquiry is not warranted, it will report that finding in writing to the grievant and the respondent within 30 days of receipt of the grievance. If the Panel determines that further action is warranted, the respondent may respond in writing to the merits of the grievance and submit whatever information the respondent deems appropriate within 30 days of the Panel's determination that further action is warranted. The

Panel may also request whatever additional information it deems appropriate from the parties or others, including by interviewing witnesses. The grievant and respondent must be given an opportunity to review all information the Panel considers.

If the Panel determines that the Provost should take action to redress the grievance, the Provost must, within 45 days:

- i. Accept the recommendation(s) of the Panel through a written statement;
- ii. Provide the Committee Chair and the parties with a written statement of the reasons for rejecting the recommendation(s); or
- iii. Explain in writing why a decision is delayed and when a resolution is expected.

All proceedings or records of, submissions to, or communications with the Panel must be kept strictly confidential and not be divulged to persons other than the Panel members, the Committee Chair, the parties, and the Provost. To the extent a party seeks advice of legal counsel, relevant documents and communications may be shared with such counsel, but counsel is bound to keep such matters confidential as well.

#### **D. *Procedure for Determining Membership of the Faculty Grievance Committee and Panel***

The full Committee will consist of seven tenured faculty members or librarians. Four such members shall be appointed by the Academic Assembly from among the Academic Assembly's membership, and three shall be appointed by the Provost. Committee members will serve three-year, staggered terms of office. When vacancies on the Committee occur, they must be filled by the appropriate representative of the designated academic unit for the remainder of the vacating member's term. The Provost will appoint a single Chair of the Committee who shall serve a one-year term as Chair. If additional Committee members are needed to constitute a Panel to hear a case, the Provost, in consultation with the President of the Academic Assembly, will appoint additional members to the Committee for purposes of potential selection to the Panel for that grievance only. No more than one member of the Panel may be from the grievant's school or college.

The Committee sits in Panels of three to five members appointed by the Provost for each grievance. Committee members must recuse themselves from consideration for the Panel if they have a conflict of interest with either party, are a witness, or otherwise may be or appear to be unable to render an independent, objective, and unbiased review of the grievance.

The Office of the Provost will provide guidelines to assist the Panel with the procedural aspects of the grievance process.

#### **XIV. Leaves, Workload, Outside Activities, and Conflicts of Interest**

##### **A. *Sabbaticals and Leaves of Absence***

The University provides sabbaticals to full-time tenured faculty, Lawyering Skills faculty, and library faculty at the rank of Associate Librarian or Librarian to enhance their professional development. To be eligible for a sabbatical, a full-time faculty member must:

- i. Have completed at least six years of full-time service since joining the University or since submitting the final report from the previous sabbatical. If several faculty members in a department or librarians are eligible simultaneously for a sabbatical,

and if departmental operations would be adversely affected by their simultaneous absence, the department may require them to stagger their sabbaticals. The Dean, in consultation with the Department Chair, will establish the order. A faculty member taking a delayed sabbatical under this circumstance continues to accrue time toward the next sabbatical even while awaiting their delayed sabbatical leave.

- ii. By November 1 of the academic year preceding the proposed sabbatical year, submit to the Dean or Dean of the Library b a proposal explaining the value of the leave to both the faculty member or librarian and the University. The proposal must present a specific and detailed plan for professional renewal, with a focus on scholarly or pedagogical activity appropriate to the individual's appointment at the University.
- iii. Receive approval from the Provost, based on recommendations of the Department Chair and Dean, reflecting the needs of both the University and the individual. The Provost may attach special conditions to the sabbatical at their discretion. The Provost will normally decide sabbatical proposals prior to March 1.

Although fulfilling the conditions of eligibility does not ensure approval of the application for sabbatical, it ensures fair consideration of the application through a formal review process.

While on sabbatical, faculty members receive compensation according to the following schedule:

- i. If the sabbatical lasts one quarter or one semester for Law School faculty, the faculty member will receive full compensation during the time of the sabbatical;
- ii. If the sabbatical lasts two quarters, the faculty member will receive 50% compensation during the time of the sabbatical; and
- iii. If the sabbatical lasts one full academic year, the faculty member will receive 60% compensation during the time of the sabbatical.

Faculty members on sabbatical for only part of the academic year receive full compensation during the time they are not on sabbatical leave.

Approved sabbatical activities may include compensated research or teaching activities at another institution. In such cases, the University pays only the difference between the compensation from the other institution and the faculty member's base salary at Seattle University.

By accepting sabbatical leave, the faculty member explicitly agrees to fulfill the terms of the proposal, fully engage in scholarly activities related to the proposal, satisfy any special conditions imposed by the Provost, and return to full-time instructional service at Seattle University for a full academic year following the expiration of the leave period. If a faculty member fails to return to full-time service at Seattle University at the conclusion of the sabbatical period, they will be responsible for refunding to the University the full amount of compensation (salary and benefits contribution) paid during the period of the sabbatical leave. In rare situations, including ill health or circumstances beyond the faculty member's control that prevent the faculty member from resuming their duties at the University after the sabbatical period, the University may waive the refund obligation.

Upon completion of the sabbatical leave, the faculty member must provide a written report on the accomplishments of the leave. This report must be submitted to the Dean and the Provost no later than the end of the quarter or semester in which the faculty member returns to full-time instructional

status.

The normal instructional and service duties of a faculty member will be suspended while on sabbatical leave. However, the faculty member will retain voting privileges during the sabbatical leave.

During the sabbatical leave, a faculty member may continue to participate in Seattle University's fringe benefits on the same terms as applicable to other Seattle University employees. Benefits that are based on salary levels will be prorated according to the faculty member's salary while on leave. The faculty member must continue to make required contributions for contributory benefits to remain in effect during the leave. A faculty member remains eligible to receive salary increments during the sabbatical year and the succeeding year.

**B. *Subvented Leave of Absence***

Faculty members are encouraged to apply for external resources to support their research, scholarship, or professional development. This type of engagement may include fellowships and personal development grants offered by foundations and federal agencies. Faculty members who seek these awards or fellowships should apply for salary subvention in the event they receive the award or professional development grant from the outside agency. In cases of multiple award opportunities, only one application is needed.

**C. *Unpaid Leave of Absence***

A faculty member may request an unpaid leave of absence for professional development or significant personal reasons (other than medical reasons for self or family) at any time. In each case, the candidate's Dean and Department Chair (if applicable) will make their recommendations on whether to approve on the merits of the request. Those recommendations, and the request itself, are to be forwarded to the Provost for consideration.

Uncompensated leave of absence must be mutually agreed to, must not be detrimental to the University, and will not ordinarily be longer than one academic year. Extension of a leave of absence without pay requires the approval of the candidate's academic supervisor(s) and the Provost.

Subject to such exceptions as may be negotiated in writing prior to the beginning of the leave, the year in which such leave, be it full- or part-time, occurs will not count toward tenure or promotion, will not be credited toward time in service for sabbatical leave, and will not automatically extend tenure time. The faculty member will not, however, forfeit rank or previous time-in-service as a result of being on a leave without pay and the unpaid absence will not affect service requirements for annual family and medical leave.

Eligibility for fringe benefits and contribution requirements during an unpaid leave of absence are described in the Human Resources Policy Manual. Faculty members are strongly encouraged to contact the Human Resources Benefits Office prior to requesting an uncompensated leave of absence.

**D. *Junior Faculty Professional Development Grant Program***

The Junior Faculty Professional Development (JFPD) Grant Program supports the progression of tenure-line Assistant Professors in their pursuit of successful tenure and promotion to Associate Professor. It enhances the University's academic quality by promoting teaching and scholarly excellence

during the formative years of a faculty member's career. A JFPD Grant provides the faculty member with either a two-course release during any one quarter during the academic year (to provide the faculty member with a zero-teaching load for that quarter); or a summer research stipend. However, the stipend will be approved in only the most exceptional circumstances because the primary aim of this program is to provide the tenure-line faculty member with unencumbered and sustained time during the academic year to focus on their research and/or teaching. It is generally taken during the fourth year of the tenure-line appointment, after a successful mid-probationary review. The School of Law administers a parallel program under its Faculty Code with resource support from its budget.

Further information about the JFPD Grant Program can be found at <https://www.seattleu.edu/academicaffairs/policies/>.

#### **E. Course Overload Guidelines**

A department or other academic unit may occasionally face a shortage of faculty members to meet its instructional needs. Initial responses to accommodating unexpected instructional needs may involve shifting faculty members' teaching and other duties or retaining a part-time faculty member. In the rare circumstance when a full-time faculty member's teaching load cannot be shifted and/or a part-time faculty cannot be retained, a course overload may be considered. Faculty overload assignments are evaluated according to factors including:

- i. Unusual student demand;
- ii. Importance of the section or course to the curriculum;
- iii. Teaching loads of all faculty qualified to teach the course;
- iv. Lack of available part-time instructors;
- v. Financial burden on the University;
- vi. Impact of the additional assignment on the faculty member's other duties or progress toward tenure;
- vii. Conditions of an externally funded grant limiting a faculty member's auditable work effort;
- viii. Potential conflict of interest in assigning an overload to oneself without first providing the opportunity to others.

If a faculty member is offered an overload course during the academic year in another college or school, the Dean of the faculty member's home college or school must give written permission before the individual begins the overload teaching assignment.

A full-time administrator with faculty rank who teaches a course does so as an in-load assignment and is ineligible for overload compensation. A part-time administrator, such as a Department Chair, Program Director, or assistant Dean, receives overload compensation only with approval of the Dean.

Overload compensation for teaching a course is at a rate proposed by the individual school or college and requires prior approval by the Provost or their designee, in consultation with the college or school's Dean. Overload compensation is paid only after the faculty member has met all other regular teaching commitments during the academic year.

#### **F. Other Types of Leave**

For compassionate reasons, the University may also permit, at its option, short-term leave with pay for a maximum of 10 working days, provided that the faculty member has been employed by the University for at least one full year prior to the request for such a leave, and provided arrangements are made to cover instructional responsibilities.

The University's Human Resources Policy Manual provides information on other types of leave for which faculty may be eligible, such as Family and Medical Leave, military leave, and leave for jury duty.

#### **G. Outside Activities**

Full-time faculty members must, first and foremost, remain faithful to and perform the full scope of their teaching and other professional responsibilities to Seattle University. The University recognizes certain external activities as helpful pursuits for its full-time faculty members. Activities outside the University may aid professional advancement, teaching effectiveness, and scholarly achievement, as well as render a specialist's services to the public.

The University permits full-time faculty members to undertake external, professional activities during the academic year that contribute to the individual's teaching effectiveness, clinical expertise, and scholarly growth and do not interfere with their full-time professional obligations to Seattle University.

External professional activities may not exceed an average of one day per five-day workweek. Faculty members may receive compensation for external, professional activity. Deans and Department Chairs bear responsibility for ensuring that external activities do not interfere with the faculty member's ability to carry out the full scope of their full-time duties as a Seattle University faculty member.

No full-time faculty member may teach at another institution except with advance, written approval of the Provost.

#### **H. Conflicts of Interest**

Faculty members are subject to and responsible for compliance with University conflict of interest policies. Generally, these policies hold that:

- i. Faculty members may not engage in activities or incur obligations which conflict with their responsibilities to the University.
- ii. Faculty members may not disclose or use confidential information gained by virtue of their University position for personal gain or profit.
- iii. Faculty members may not use University facilities or resources for personal gain or profit. In unusual situations, an exception may be granted upon prior written approval of the Provost or Dean.
- iv. Notwithstanding the above provisions regarding conflicts of interest, a faculty member may use business cards and University email for external activities, such as consulting, when such activity is directly related to the faculty member's academic expertise.
- v. Faculty members must disclose to the University any personal financial interest in any corporate entity seeking to do business with the University.
- vi. Financial dealings (*e.g.*, loans, joint ventures, partnerships, or investments) between faculty

members and current or prospective students are inappropriate. In unusual circumstances, an exception may be granted upon prior written disclosure and advance written permission from the Provost.

For full content of related University policies, see the Human Resources Policies at <https://www.seattleu.edu/hr/>, the Financial Conflict of Interest Disclosure Policy in the Office of Research Services and Sponsored Research at <https://www.seattleu.edu/media/office-of-sponsored-projects/Financial-Conflict-of-Interest-Disclosure-Policy.pdf>, and the University Conflict of Interest Policy (under development) to be published at <https://www.seattleu.edu/policies/>.

## **XV. Special Provisions for the School of Law**

### **A. Early Retirement Program**

Faculty members who were members of the School of Law Faculty on January 15, 1994 will be eligible for the Early Retirement Policy then in effect for law school faculty at The University of Puget Sound, subject to the conditions in this Section XV.A. The "years of service" will include both the years of service at The University of Puget Sound and Seattle University.

- i. Tenured faculty members may retire at the end of the contract year in which they reach at least age 55 and receive early retirement compensation. Faculty with 10 years in the rank of Professor may retire at any age. For each year by which early retirement precedes age 65, up to a maximum of five years, the faculty member will receive compensation based upon a percentage of their current compensation. Thus, early retirement payments for one year would be made to those choosing to retire at age 64, payments for two years would be made for those choosing to retire at age 63, etc., with payments for five years made for those choosing to retire at age 60 years or younger.
- ii. Levels of compensation will be calculated based on years of service. Tenured faculty members with fewer than 20 years of service at the University of Puget Sound and Seattle University will receive for each early retirement year 30% of their current compensation. Tenured faculty members serving the University of Puget Sound and Seattle University for 20 years or more will be eligible for compensation at 35% per early retirement year on the same terms.
- iii. The retiree will receive payment in lump-sum distribution as required by applicable law.

### **B. Compensated External Professional Work**

The following applies to all faculty members who were members of the School of Law faculty on January 15, 1994.

In the School of Law, a full-time faculty member is one who during the academic year devotes substantially all working time to teaching and legal scholarship, has no outside office or business activities, and whose outside professional activities, if any, are limited to those which relate to major academic interests or enrich the faculty member's capacity as scholar and teacher, or are of service to the public generally, and do not unduly interfere with one's responsibilities as a faculty member.

## **XVI. Status of the Faculty Handbook and Amendment Procedures**

This Faculty Handbook supersedes all prior versions of the Handbook.

### **A. *Amendment Procedures for the Faculty Handbook***

The Faculty Handbook may be changed by the formal action of the Board of Trustees, after consultation in accordance with the procedures set forth below. Maintaining and updating material in the Faculty Handbook is the responsibility of the Provost. In this work, the Provost is assisted by a Faculty Handbook Revision Committee, which reports to the Academic Assembly. Amendments to the Faculty Handbook receive final approval for adoption by the Board of Trustees according to the procedure outlined below.

### **B. *Introduction of Amendments***

Amendments to the Faculty Handbook may be proposed in writing to the Faculty Handbook Revision Committee by any of the following:

- i. The Board of Trustees;
- ii. The President of the University;
- iii. The Provost;
- iv. Any departmental or academic unit of the University by motion passed at a departmental or unit meeting;
- v. The Academic Assembly;
- vi. The Deans Council;
- vii. The Committee; or
- viii. Any faculty member or librarian who is eligible to serve as a member of the Academic Assembly pursuant to the Bylaws of the Academic Assembly, with written endorsements of ten additional faculty members or librarians satisfying the same eligibility requirement.

The deadline for proposing amendments for possible adoption in the following academic year is March 1. This deadline will ensure ample time for review of amendments before their final consideration at the spring meeting of the Board of Trustees. Amendments proposed after March 1 will be taken up in the next cycle of review.

The amendment procedure applies to the content of the Handbook itself, not to the Appendices.

### **C. *Faculty Handbook Revision Committee***

The Faculty Handbook Revision Committee will be a committee coordinated by the Academic Assembly. The Vice President of Academic Assembly will chair the Faculty Handbook Revision Committee. Three faculty members who are not members of the Academic Assembly will be appointed to the Faculty Handbook Revision Committee by the Academic Assembly. The Provost will appoint a Dean and another tenured or tenure-track faculty member to the Faculty Handbook Revision Committee. The Provost or designee will serve on the Faculty Handbook Revision Committee *ex officio* and be a nonvoting member. The four faculty members other than the Vice President of the Academic Assembly will serve staggered three-year terms, and each will typically represent a different school or college.

**D. Consideration of Proposed Amendments**

The Faculty Handbook Revision Committee will submit to the Academic Assembly a report on proposed amendments and its recommendations for adoption or rejection. A copy of this report will also be sent to each full-time faculty member with an invitation to respond in writing to the Academic Assembly within a specified time.

After studying the Faculty Handbook Revision Committee report and the responses from faculty members, the Academic Assembly will make its own recommendations for adopting or rejecting the proposed amendments to the Provost. Amendments rejected by the Academic Assembly will no longer be considered during the present revision cycle but may be re-proposed during a subsequent cycle. Amendments recommended for adoption will proceed to the Provost, who will make their recommendations to the President, who will determine if they should be presented to the Board of Trustees for consideration.

The Board's Secretary will communicate the result of the Trustees' action to the Provost, the Academic Assembly, the Committee, and the faculty. Section XVI.E applies to amendments that have been adopted.

**E. Distribution of Amendments**

Unless the Board of Trustees specifies otherwise, an approved amendment will be in effect for all contracts or letters of appointment issued after the promulgation date of the amendment.

Amendments shall be distributed by the Office of the Provost, to all holders of Faculty Handbooks. This distribution must be done within 30 days of the receipt of the approved amendment from the Trustees.

**F. Review of the Faculty Handbook**

The Committee will review the Faculty Handbook if it has not been revised in the prior five years. In doing so, the Committee should include a process that solicits input and comment from the faculty at large before submitting any final recommendations to the Academic Assembly.

**XVII. Other Useful Resources**

In addition to this handbook, working conditions of faculty members are also governed by some of the same policies applying to all employees of Seattle University. The Human Resources Policy Manual can be accessed at the Human Resources website at <https://www.seattleu.edu/hr/>. Other policies and procedures pertaining to Academic Affairs can be accessed via a page on the Academic Affairs website: <https://www.seattleu.edu/academicaffairs/policies/>.

Finally, the University Policies page also serves as a resource for other policies not covered by this handbook: <https://www.seattleu.edu/policies/>.

**XVIII. Publication Notes**

Certain aspects of this document were adapted from comparable policies from other universities, including Santa Clara University, Loyola University Chicago, and Washington State University.

**Appendices Table of Contents**

- A. ***Intellectual Property***
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  - 2. Seattle University Patent Policy
- B. ***Chart of Authorizations and Reviews for Academic Approval Processes***

## **Appendix A.1: Seattle University Copyright Ownership Policy**

### **A. *Introduction***

Seattle University (University) is committed to providing an atmosphere that is conducive to excellence in teaching, scholarship, research, and creative activity. Faculty, staff and students are encouraged to engage in the scholarly pursuit of knowledge, artistic production, and both basic and applied research. Though not a primary University goal, the results of such pursuits sometimes lead to the development of material that may be copyrighted. Copyright is a form of intellectual property protection. It protects the fixed expression of an idea, not the idea itself. The federal copyright law provides that most original works of authorship are protected by copyright automatically when they are fixed in tangible form. The holder of copyright to a work has the exclusive right to copy or perform the work or to publish derivative works based on the original.

The University has interest in protecting copyrights for several reasons. By promoting the disclosure and dissemination of copyrighted material, the University and Members of the University Community support the public good. In addition, the creation and development of copyrighted works provide professional benefits to the individuals involved, contribute to the intellectual life of the University, and may provide monetary benefits to the authors and to the University. With this in mind, the University seeks to provide an environment in which creative efforts are encouraged and rewarded.

The purpose of this policy is to clarify for Members of the University Community their collective rights and responsibilities regarding copyrights. This policy also describes the ways in which the University's faculty, staff and students can protect the material they create, both for their benefit as well as to preserve the interests of the University. This policy is established with the understanding that it may be augmented by statements of policy or practice, especially those arising out of new or evolving media or technology. Further, this policy itself may be amended over time to effect changes deemed to be in the best interest of the University community.

Absent a signed agreement to the contrary, this policy is deemed to be a part of the conditions of employment of every employee of the University, including student employees, and of the conditions of enrollment and attendance by every student at the University.

### **B. *Definitions***

Courseware: Courseware includes course syllabi, the expressive content of digital teaching media, software, CD-ROMs, DVDs, courses delivered by television, video, internet or other media or technologies not yet developed, Web publications, and any other materials created for the purpose of teaching or instruction or to support the teaching of a course.

Exceptional Contribution of University Resources: An Exceptional Contribution of University Resources is a contribution of University resources beyond what is ordinarily available and specifically provided to Members of the University Community in a given area to carry out their duties. Unless otherwise provided in writing, none of the following would constitute an Exceptional Contribution for faculty members: normal use of offices, laboratories, studios, office computers, libraries, secretarial services, photocopying, software that is readily available to all faculty (e.g., Angel, Canvas) and other types of resources, property and personnel that are

readily and regularly available to faculty in a specific program, department, or school. An Exceptional Contribution of University Resources may include any use of University facilities or resources by a volunteer researcher. An Exceptional Contribution of University Resources will be set forth in a memorandum of understanding between the University and faculty member regarding the terms of the project and including the subject of copyright ownership.

Members of the University Community: Any employee or enrolled student of the University, as well as any volunteer researcher, courtesy appointee, or non-University employee using University facilities orresources.

Sponsored Project: An externally funded activity governed by a written agreement between University and the sponsor. Sponsored project agreements typically involve grants, contracts, cooperative agreements, or letters of agreement.

**C. *Ownership of Material Subject to Copyright Protection***

The policies articulated in this section apply to all forms of copyrightable material, with the exception of Courseware, which is covered in a separate section.

**D. *Works Created by Faculty***

Subject to the exceptions noted below and in keeping with longstanding academic tradition, ownership of pedagogical, scholarly, artistic, and creative works resides with the faculty creator. This includes such things as scholarly articles and books, novels, plays, musical creations, works of art, films, and textbooks.Librarians shall be "faculty" for the purposes of this policy. The only exceptions to faculty ownership of such works are as follows:

1. Sponsored Project: When copyrightable material is created by a faculty member using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
2. Works commissioned at the request of the University: When a faculty member is commissioned by the University to perform a specific task with a defined outcome that includes copyrightable material, said work shall be considered a Work-for-Hire and shallbe wholly owned by the University. For example, if the University commissions a faculty member to write a history of the University's first 100 years, the University would own the resulting work. When work is commissioned by the University, such commission will be set forth in a memorandum of understanding or similar document. Unless a particular copyrightable work is specifically commissioned by the University, ownershipremains with the faculty creator even though the faculty member may have been supported by sabbatical or other internal grant during the time the work was undertaken.
3. University use of material: The University may display, copy, and distribute works of faculty-developed material, including copyrightable material, for University use without payment of royalties or other fees to the faculty member. Should a faculty member separate from the University, the University shall retain these rights without payment ofroyalties or other fees

to the faculty member for a period of three years after the conclusion of the faculty member's employment at the University.

**E. *Works Created by Non-Faculty Employees***

Subject to the exceptions noted below, any work created in the course of one's duties as an employee (including a student employee) who is not a faculty member will be considered a Work-for-Hire and wholly owned by the University. The exceptions to University ownership of such works are as follows:

4. Sponsored Project: When copyrightable material is created by a non-faculty employee using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
5. Student employees assisting a faculty member: Work created by a student employee in the course of being directed by a faculty member to assist in that faculty member's scholarly work shall be considered a Work-for-Hire for the faculty supervisor. Ownership of such work resides with the faculty supervisor, subject to the exceptions noted in the section "Works Created by Faculty."
6. Scholarly writings: Scholarly writings (for example, articles and books) that are authored by a non-faculty employee will be wholly owned by the employee.

Copyrights in works created by non-faculty employees on their own time and without the use of University resources will be wholly owned by the employee.

**F. *Works Created by Students Other Than in the Course of Employment***

1. A copyrightable work created by a student other than in the course of employment by the University is wholly owned by the student, subject to the terms of any applicable Sponsored Project.
2. The student right-of-ownership is limited to the underlying fixed work of authorship created by the student and does not extend to the data or other scholarly information that the student may have collected, obtained, or used during a project, research, or other work.
3. The University may display, copy, and distribute works of student-developed material for internal University use without payment of royalties or other fees to the student.

**G. *Works Created by Volunteer Researchers, Courtesy Appointees, and Non-University Employees Using University Facilities or Resources***

A copyrightable work created by a volunteer researcher, courtesy appointee, or non-University employee using University facilities or resources will be wholly owned by the University.

The exceptions to University ownership of such works are as follows:

1. Sponsored Project: When copyrightable material is created using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

2. Third Party Agreements: The terms of any specific agreement between the University and the third party author of the copyrightable material (*i.e.*, the particular volunteer researcher, courtesy appointee, or non-University employee creating the work) shall also supersede this general policy with regard to ownership. Ideally, the terms of any such third party agreement should be specified clearly and prior to the work being undertaken or produced.

**H. Contributions to Academic Publications of the University**

Copyrightable material contributed to academic publications of the University (for example, an article accepted in a University academic journal) shall be wholly owned by the contributing author.

Notwithstanding the foregoing, to facilitate the distribution and reproduction of such academic publications, the University shall retain the rights to: (1) publish, republish, reproduce, post and otherwise publicize and distribute, in print or online, the academic publication in which such contribution appears; and (2) use such contribution for educational purposes within the University. The University shall also own any copyright in any compilation of individual contributions in the academic publication.

**I. Ownership of Courseware**

The policies articulated in this section apply to all forms of Courseware.

**1. Courseware Created by Faculty**

Subject to the exceptions noted below, ownership of Courseware resides with the faculty creator. The only exceptions to faculty ownership of Courseware are as follows:

- a) Sponsored Project: When Courseware is created by a faculty member using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
- b) Exceptional Contribution of University Resources: When Courseware is developed with an Exceptional Contribution of University Resources, ownership of said Courseware is negotiable, as long as said Courseware was not created using funding from a Sponsored Project. Whether a particular instance of Courseware has been developed with an Exceptional Contribution of University Resources is determined by the Provost (or his or her designee). If it has been determined that there has been an Exceptional Contribution of University Resources, the Provost will further determine ownership of the copyright. For purposes of this Courseware policy, sabbaticals and internal grants would not, in and of themselves, be considered an Exceptional Contribution of University Resources unless there is written agreement to the contrary between the faculty member and the University.
- c) University use of Courseware: Faculty who develop Courseware will not be entitled to charge the University a fee for using their author-owned Courseware in their teaching at the University. If the author leaves the University, the University shall have the right, without cost or payment to the author, to use, reproduce, adapt, modify, update,

exhibit, and display all Courseware created during the period of employment for a period of three years after conclusion of the author's employment at the University. The University's right to the use of author-owned Courseware does not prevent the author from using said Courseware elsewhere or from otherwise exercising the rights associated with ownership.

Short-term stipends that may periodically be available to faculty to develop Courseware, improve courses, or change delivery methods, are considered faculty development activities consistent with expectations of faculty roles, and copyrightable material created in this context is not considered a Work-for-Hire.

## **2. Courseware Created by Non-Faculty Employees**

Courseware created in the course of one's duties as an employee (including a student employee) who is not a faculty member will be considered a Work-for-Hire and wholly owned by the University with the following exception:

- a) Sponsored Project: When Courseware is created by a non-faculty employee using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

## **3. Works Created Pursuant to Specific Agreement**

To the extent they are inconsistent, the terms of a written agreement between the author and the University with regard to particular copyrighted material, such as the Course Development Agreement, will control over the provisions of this policy.

## **4. Joint Ownership of Copyrights**

Whenever possible, joint copyright owners should execute written agreements specifying their interests in, and the terms of, copyright management. The University's interest in any copyright jointly owned by a University faculty member or non-faculty employee shall be consistent with the policies set forth above with respect to that faculty member or non-faculty employee's individual interest in the jointly owned copyright.

### **J. Other Terms**

Notice of Copyright: A copyright notice is useful to protect the rights of the owner. The following notice should be placed on copyrightable materials if they are owned by the University under this policy:

Copyright [or (c)] *the year* Seattle University. All rights reserved.

*Example:* Copyright 2010 Seattle University. All rights reserved.

Disclosure of Copyright: It is the responsibility of the originator(s) to make prompt disclosure of any copyrightable materials that may, under provisions of this policy, be owned by the University. The disclosure should be made to the Office of the Provost.

Disputes Regarding this Policy: Any creator who wishes to request an exception to this policy or to challenge a copyright decision by the University may appeal to the Provost. The Provost will appoint an

*ad hoc* committee of three members mutually acceptable to the creator and the Provost, including at least one faculty member and one member of the administration. The committee will prepare a report of its findings and make a recommendation to the Provost. The decision of the Provost, which is to be explained in writing, will be final.

In the event of any dispute arising out of or in connection with the Provost's final decision, the dispute shall be resolved by binding arbitration. Notwithstanding the arbitration rules and procedures of the arbitration service, all fees and expenses of the arbitration service, including those for the arbitrator, shall be borne equally by the parties. The place of arbitration shall be Seattle, Washington. The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts, awards, submissions, and other information relating to or arising from the arbitration shall be kept confidential by the parties and arbitrator to the fullest extent permitted by law.

## **Appendix A.2: Seattle University Patent Policy**

### **A. Purpose.**

This patent policy establishes guidelines for disclosure and assignment of ownership of potentially patentable inventions or discoveries resulting from the work of Seattle University faculty member(s), staff, graduate students, undergraduate students, visitors and any persons using University resources and facilities. It is designed to promote, preserve, and encourage innovation, inform faculty member(s) of the University practices, protect the respective interests of all parties involved, and assist the inventor(s) and the University in realizing tangible benefits from such inventions.

### **B. Applicability.**

This patent policy of the University applies to all discoveries or inventions conceived or first reduced to practice during employment or related professional responsibilities at the University by any person with faculty status, staff, graduate students, undergraduate students, visitors or any persons using University funds, materials, or facilities. This patent policy covers the following three categories of inventions:

1. Discoveries or inventions that are subject to the terms of sponsored projects or other agreements between the University and a third party: These inventions, developed pursuant to an externally funded activity governed by a written agreement between the University and a sponsor, or pursuant to another agreement between the University and a third party, shall be disposed of in accordance with the terms of the applicable grant, contract, cooperative agreement, letter of agreement or other agreement. All agreements through which a third party funds research or projects by a University faculty member are subject to the University's review and approval. If a third-party grant or other funding agreement does not stipulate the ownership of discoveries and inventions, any discoveries or inventions shall be University-owned.
2. Discoveries or inventions that result from an exceptional contribution of University resources and that do not involve University obligations to a third party: An exceptional contribution of University resources is a contribution of University resources beyond what is ordinarily available and specifically provided to members of the Seattle University community in a given area to carry out their duties. Unless otherwise provided in writing, none of the following would constitute an exceptional contribution for faculty members: normal use of offices, laboratories, studios, office computers, libraries, secretarial services, photocopying, software that is readily available to all faculty (e.g., Angel, Canvas) and other types of resources, property and personnel that are readily and regularly available to faculty in a specific program, department or school or college. An exceptional contribution of University resources may include any use of University facilities or resources by a volunteer researcher. The University shall own these inventions.

3. Discoveries or inventions that do not involve either University obligations to a third party or an exceptional contribution from the University and developed wholly on inventor's own time and with inventor's own facilities: These inventions shall be the property of the inventor. The University shall not assume any responsibility for costs or liability of patent prosecution, maintenance or enforcement, or licensing for these inventions.

**C. Patent and Copyright Agreement.**

All members of the faculty, including emeriti faculty, visiting faculty or other visitors using research facilities, researchers, and adjunct faculty participating in research projects shall execute a Seattle University Faculty Patent and Copyright Agreement as a condition of employment, participation in research projects, or use of the University resources. Rights and obligations under the Patent and Copyright Agreement shall survive any termination of enrollment or employment at the University.

**D. Patent Procedure.**

1. Disclosure of Invention.

- a. Invention Disclosure. Any discovery or invention created by a faculty member and other participants, including sponsor-supported efforts, University assigned efforts, and University assisted individual efforts, must be disclosed promptly by the faculty member to the Office of Sponsored Projects (OSP) by means of an "Invention Disclosure Form," which is available from that office or online at <https://www.seattleu.edu/sponsored-projects/manage/policies--compliance/>. It is not necessary to wait for the final or ideal form of the idea to be developed, but rather, an Invention Disclosure Form should be filed as soon as the inventors have the first outline of a conceived discovery or invention. After the Invention Disclosure Form is submitted by the inventor, the faculty member's Dean, the Provost (or his or her designee), and University Counsel will make an evaluation as to whether the invention falls under previous Applicability Section B(1), B(2) or B(3). This evaluation will be finalized by the Dean, the Provost, and University Counsel within ninety (90) days of submission of the Invention Disclosure Form and the University will then notify the faculty member in writing of the University's decision.
- b. Public Disclosure. A "disclosure" may include written documents (e.g., manuscripts, book chapters, theses, journal articles, posters, abstracts, grant proposals, etc.), oral communications (e.g., thesis defenses, seminars, or meetings), public use of research materials and prototypes, or sale or offer for sale of research materials and prototypes. Any public disclosure of invention(s) may impact the patentability of the invention(s). In the United States, public disclosure may either preclude patent protection or may initiate a one-year time limit by which a patent application is required to be filed. For most foreign countries, filing of a patent application must precede public disclosure. In order to ensure the availability of patent protection,

inventor(s) shall initiate discussions with OSP or the University Counsel as early as practicable prior to any public disclosure if the invention has not been already disclosed as described in previous Invention Disclosure Section D(1)(a).

2. University Ownership.
  - a. Patent Protection and Assignment of Rights. If the University decides that the invention falls under Applicability Section B(1) or B(2), the University will then determine whether it will pursue a patent application for the potentially patentable invention. Applicability and disposition of patent rights is determined by the University on a case-by-case basis. The decision to pursue a patent application for the disclosed invention will be finalized by the Dean, the Provost, and University Counsel, and the University will then notify the inventor of the University's decision. The patent rights to inventions that result from research or other activities conducted by the inventor, other employees, or students within the specific field of expertise, training and official duties and responsibilities, or those resulting from an exceptional contribution of University resources are retained and owned by the University.
  - b. Release of Rights. Under certain circumstances, rights to a discovery or patentable invention will be released to the inventor upon written request. The inventor will have sixty (60) days from the date of University notification to request that the University release all right, title and interest in the invention back to the inventor. The University will release the invention back to the inventor using Agreement for Release of Invention Rights and Assignment of Rights to Royalties, which is available from OSP or online at <https://www.seattleu.edu/sponsored-projects/manage/policies--compliance/>. If the inventor does not request release of the invention within this sixty-day period, then all right, title and interest in the invention will be permanently vested in and owned by the University.
  - c. Inventor Cooperation. For inventions falling under Applicability Section B(1) or B(2) above, the inventor will perform such lawful acts and execute confirmation of an assignment of rights and other lawful documents as the University may reasonably request to fully protect the invention. Formal written confirmation of assignment may be required if the University decides to pursue patent protection for the inventions.
3. Inventor Ownership and Assignment. If the University decides that the invention falls under Applicability Section B(3), the University will perform such lawful acts and execute such lawful documents as the inventor may reasonably request to confirm that the invention is the property of the inventor and to fully protect the invention. The University is under no obligation to accept any assignment for inventions falling under Applicability Section B(3) from inventor, but shall evaluate and act on the petition to

- accept assignment in view of the procedures and objectives of this patent policy.
4. **Confidentiality.** Certain inventions must be maintained in confidence for limited periods in order to avoid loss of domestic and foreign patent rights. Faculty members, graduate and undergraduate students or other researchers, shall use their best efforts to keep the following information confidential including: (a) any information or material designated as confidential in a grant, contract, or similar documents; (b) any information or material designated or required to be maintained as confidential under applicable government statutes or regulations; or (c) any information relating to inventions developed by an inventor(s) that is protectable under this patent policy until an application has been made for protection of the invention(s) or a decision is made to release the information to the public domain.
  5. **Collaboration and Joint Ownership.** Collaboration between the University faculty member, personnel and persons not employed by or associated with the University, including researchers at other universities or companies, may result in development of discoveries or inventions that are jointly owned by the University and other institutions or companies. For jointly owned inventions, extensive cooperation and agreement among the owners are required for protection and commercialization of such inventions. Therefore, inventor(s) involved in or contemplating collaborative activities agree to cooperate and work with the University to assign patent rights, assist in locating potential commercial interests, develop appropriate agreements, and transfer inventions or technology.
  6. **Shared Ownership with Sponsors or Third Parties.** The ownership and control of patent rights to patentable discoveries and inventions resulting from any sponsored research at the University conducted with private industry or government agencies are subject to contractual arrangements between the sponsor and the University. Generally, the University retains ownership and control of the inventions or patents as in Section B(1) or B(2) of Applicability. However, the University will consider assignment or license to the sponsor of partial or complete rights to patentable discoveries and inventions resulting from sponsored research if requested by the sponsor.

**E. *Division of Royalties.***

1. **Definition.** “Net Royalties” means royalties received on an invention or inventions to which the University holds title after deduction of all direct and administrative expenses of generating the royalties, including, but not limited to, prosecuting, obtaining and maintaining a patent or patents, exploring viability of commercialization, and entering into one or more licenses with third parties. The percentage of Net Royalties paid to an inventor(s) is derived only from money or equity received under: (1) a license agreement for licensed rights; (2) an option or letter agreement leading to a license or transfer; or (3) the sale or other transfer of the applicable invention or patented technology. The percentage of Net Royalties paid to inventor(s) is not derived from research funds, payment for a service, or from any other consideration of any kind

received by the University that is not directly related to use of the invention or patented technology. The foregoing provisions of this section are subject to the terms of applicable grants and contracts with third parties.

**F. Consulting.**

University faculty members who are engaged in consulting work are responsible for ensuring that clauses in their consulting contracts do not conflict with this patent policy or with the rights of other parties.

**G. Amendment, Exceptions and Challenges.**

1. Amendments. The University has the right to change this patent policy from time to time, including the percentage of Net Royalties paid to inventor(s). The patent policy in effect at the time an invention is disclosed to the University shall govern the University's disposition of royalties, if any, from that invention.
2. Exceptions and Challenges.
  - a. Any inventor who wishes to request an exception to this patent policy or to challenge a patent decision by the University may appeal to the Provost. The Provost will appoint an ad hoc committee of three (3) members mutually acceptable to the inventor and the Provost, including at least one faculty member and one member of the administration. The ad hoc committee will prepare a report of its findings and make a recommendation to the Provost. The Provost will then make his or her decision, which must be explained in writing, and is final.
  - b. In the event of any dispute arising out of or in connection with the Provost's final decision, the dispute shall be resolved by binding arbitration. Notwithstanding the arbitration rules and procedures of the arbitration service, all fees and expenses of the arbitration service, including those for the arbitrator, shall be borne equally by the parties. The place of arbitration shall be Seattle, Washington. The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts, awards, submissions, and other information relating to or arising from the arbitration shall be kept confidential by the parties and arbitrator to the fullest extent permitted by law.

**H. Invention Notice.**

The Revised Code of Washington section 49.44.140 of the State of Washington provides that: (1) a provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

Questions regarding this section should be directed to, and addressed by, the Office of University Counsel.

## **Appendix B: A Chart of Authorizations and Reviews for Academic Approval Process**

**A Chart of Authorizations and Reviews for Academic Approval Processes**  
**SEATTLE UNIVERSITY REVIEW PROCESS**  
June 1, 2015

<b>Administrative and Governance Bodies Involved</b>							
Academic Matter Under Review		College or School Submission	Academic Assembly	Provost	President	Academic Affairs Committee of Board of Trustees	Board of Trustees
<b>Courses</b>	1. Change to course prerequisites 2. Creation of new non-credit courses 3. Creation of new credit courses 4. Creation of courses, sequences, minors not housed in established majors/programs 5. Elimination of existing courses or sequences of courses 6. Add, modify, or remove a course fee	X X X X X X		X X X X X R			
<b>Programs</b>	7. Change to existing minor, specialization, or certificate 8. Change to existing major, major field of concentration, or degree 9. Significant changes to existing major, major field of concentration, or degree 10. Creation of new certificate or (general/school-wide) specialization 11. Creation of new minor/specialization within an existing degree 12. Creation of a new major within an existing bachelor's degree 13. Creation of a new program within an existing master's degree 14. Creation of a new program within an existing doctoral degree 15. Elimination of minor, certificate, or specialization 16. Suspension of minor, certificate, or specialization 17. Elimination of major or graduate program 18. Suspension of major or graduate program	X X X X X X X X X X X X X X X X		X X X X X X X X X X X X X X X X			
<b>Degrees</b>	19. Creation of a new degree 20. Elimination of an existing degree	X X	X X	X X	X X	X X	X X
<b>Policy</b>	21. Change in grading policy	**	X	X			
<b>Organization &amp; Administration</b>	22. Creation of new university-level center 23. Creation of new academic department or college 24. Creation of a new school or college 25. Elimination of existing department and program 26. Elimination of school or college 27. Extension of academic programming to a new campus 28. Reorganization of units across schools or colleges 29. Reorganization/redirection of existing department(s) 30. Reorganization/redirection of existing college or school	** X ** X ** X  X X X	R R R X R  R X X	X X X X X  X X X	X X X X X  X X X	X X X X X  X X X	X X X X X  X X X

\*\* = For Information Only

X = Approval Required

R = Recommendation

C = NWCCU policy requires Commission endorsement of "significant" changes within this category. Please contact the Office of University Planning to determine whether a given change qualifies as significant;

NWCCU NORTHWEST COMMISSION ON COLLEGES AND UNIVERSITIES