

SECTION C: UNIVERSITY POLICY ON FACULTY APPOINTMENT AND TENURE

1. General Policy

In order to ensure instructional service of high quality in an atmosphere of academic integrity and mutual confidence, it is the policy of BGSU to provide stable employment to every faculty member during the period of contractual service to the University and to assure the opportunity for continuous employment to every qualified faculty member who has attained tenure.

a) Academic Support Staff with Faculty Rank

The policies and provisions described in the following paragraphs with respect to a member of the faculty shall apply to a faculty member engaged in full-time service in an instructional support unit(s) of the University, service on an academic/fiscal year basis being substituted for teaching service wherever mentioned. *II.D.*

b) Terms in Writing

The kind, rank, and status of appointment or changes in the kind, rank, or status of appointment shall be in writing and in a form approved by and executed by the University and the employee. *B-I.C.2.*

Initial appointment or change in appointment shall not be granted without the consent of the academic unit affected.

c) Sanction of the Board of Trustees

The applicable provisions of the following paragraphs are subordinate to and subject to the limitations, restrictions, prohibitions, or regulations that exist or are imposed upon the Board of Trustees by the Constitution and by the statutes of the United States or of the State of Ohio, including but not limited to the rulings and interpretations by the several agencies thereof or by limitations in funds of the University in accordance with the Financial Exigency Plan. *Appendix A.* The terms and conditions are subordinate to and subject to the powers vested in the Board of Regents.

The provisions of this policy statement shall be deemed to be part of the University's employment agreement with each faculty member in consideration of adherence to contractual commitments to the University. The President of the University or other designated officers shall employ faculty members and enter into binding contracts with them on this basis, with the full power and authority of the Board of Trustees.

d) Termination of Appointments by the University

Termination, in contrast to nonrenewal, means ending an appointment before the expiration of the term of a written contract, or in violation of the meaning of tenure as specified in *B-I.C.3.a)*, or without proper notification of nonrenewal as specified in *B-I.C.2 (3)*

- (1) If termination takes the form of dismissal for cause, then the procedural guidelines in *B-I.C.(3).(b)* shall be followed for a tenured faculty member. A non-tenured faculty member shall receive a written notice of dismissal, indicating the cause and effective date of dismissal. A non-tenured faculty member may request use of the Grievance Arbitration Procedures described in *B-I.E.*

- (2) If termination is a result of financial exigency, then the procedures in the Financial Exigency Plan (*Appendix A*) shall be followed.
- (3) If termination is for medical reasons, it shall be based upon clear and convincing medical evidence that the faculty member cannot continue to fulfill the terms and conditions of the appointment. The decision to terminate shall be reached only after there has been appropriate consultation and after the faculty member concerned, or someone representing the faculty member, has been informed of the basis of the proposed action and has been afforded an opportunity to present the faculty member's position and to respond to the evidence. If the faculty member (or the faculty member's representative) so requests, the Grievance Arbitration Procedures described in *B-I.E.* shall be utilized.

## 2. Kinds of Appointments

Appointments to the faculty of the University shall be either non-tenure track or tenure track or honorary.

### a) Non-Tenure Track Faculty

A non-tenure track appointment may be full-time or part-time. A non-tenure track appointment does not lead to tenure.

- (1) A full-time non-tenure track appointment can be for a fixed term (one, two or three years maximum) or is continuing. A fixed term appointment is for a term designated at the time of hire and is subject to non-renewal at the end of that term. A continuing appointment is subject to renewal at the close of any academic year. Fixed term and continuing non-tenure track appointments may be terminated by action of the University as provided in *B-I.C.(3)(b)*. Notice of a decision not to renew a full-time non-tenure track appointment shall be in writing and in accordance with the time schedule for probationary faculty members.  
*B-I.C. 2 (3)*
- (2) A part-time non-tenure track appointment shall be for service less than full-time during a given period or for any period shorter than an academic year. All part-time appointments shall terminate at the conclusion of the period of appointment without further notification. There is no maximum number of years for which a part-time appointment may be held.

The position of non-tenure track faculty is designed for use in those academic units where an on-going or time specific need exists and where the unit itself agrees that the most appropriate faculty candidates for the position need not possess the usual terminal degree. Use of the position of continuing and fixed term non-tenure track faculty generally will be for appointment of faculty members who provide instructional services to the University.

A continuing non-tenure track faculty position has no limitation on the number of years of service. However, the appointee is not eligible for tenure. Continuing nontenure track ranks are: instructor, lecturer, and senior lecturer. Appointment to continuing full-time non-tenure track positions may be terminated by action of the appointee or by action of the University as specified in *B-I.C.(3)*.

A visiting instructor is a one or two year fixed term nontenure track position with no opportunity for promotion or renewal without a regional search.

(1) Establishment of Continuing Non-Tenure Track Position

The position of continuing full-time non-tenure track faculty shall be created only at the request of an academic unit (department/program/school). Units requesting such a position shall follow normal personnel request procedures and shall provide the following:

- (a) a specification of the duties of the position, including a list of specific courses the continuing non-tenure track faculty members normally would teach;
- (b) written criteria and procedures, developed by the unit and approved by the college, to be used in evaluating the continuing non-tenure track faculty for renewal and for salary changes (merit);
- (c) certification that the additional position will not cause the number of continuing full-time non-tenure track positions in departments and schools to exceed more than one-fourth of the number of probationary and tenured faculty in the unit. For interdepartmental programs, institutes, centers, and similar units as defined in *Article XII*, the number of continuing non-tenure track faculty shall not exceed two or more than one-fourth of the number of probationary and tenured faculty holding joint appointments in the programs, whichever is greater. For purposes of this determination at Firelands College, the unit is the college. Under certain conditions which are programmatic and academically-based, (i.e. non-fiscal), departments, schools, institutes, centers, etc. may petition the College and the VPAA to exceed the twenty-five percent limit on continuing full-time non-tenure track faculty. Such petitions must be presented annually.

A continuing full-time non-tenure track faculty position, once discontinued, must be re-established by utilizing the procedures outlined above.

(2) Terms and Conditions for Continuing Non-Tenure Track Appointment

Persons appointed as a continuing full-time non-tenure track faculty shall normally hold at least a Master's Degree or equivalent. Appointment to a continuing full-time non-tenure track position is not open to a probationary faculty member who has been denied tenure at BGSU within the two preceding years.

The appointee shall be advised in writing by the Chair/Director that the continuing non-tenure track faculty member is not eligible for promotion or tenure. Additionally, the appointee shall be advised in writing of the following:

- (a) the standards and procedures to be employed in decisions affecting review for salary changes (merit) and renewal;
- (b) the special criteria adopted by the appointee's department, school, or college. *X.B., XI.C.5. and B-I.D.4.*

(3) Nonrenewal of a Full-Time Non-Tenure Track Continuing Position

Continuing full-time non-tenure track appointments are subject to annual review and recommendation for renewal or nonrenewal by the faculty of the academic unit and its Chair or Director. *XI.A.*

Appointment as a continuing full-time non-tenure track faculty member is subject to nonrenewal only for the following causes:

- (a) the appointee's performance is not adequate, as measured against the criteria and according to the procedures developed by the unit and approved by the college to be used in evaluating the continuing full-time non-tenure track faculty member for renewal and salary changes (merit).
- (b) there is a reduction in demand for the duties/courses normally performed/taught by the appointee.

The procedures for terminating a continuing full-time non-tenure track position when the appointee is performing satisfactorily shall require the review and recommendation by the academic unit/program and the appropriate college and university councils.

A continuing non-tenure track faculty member also is subject to termination as provided in *B-I.C.1.d.*

Notification of nonrenewal shall be given in accordance with the schedule for probationary faculty. *B-I.C (3)*

Additionally, notice of a decision not to renew a continuing full-time non-tenure track faculty member shall be in writing and in accordance with the time schedule for probationary faculty members. *B-I.C.2.b) (1) (e)*. The appointee shall be given the opportunity to submit material that the appointee believes to be pertinent to a decision for renewal.

- (4) Should a continuing non-tenure track faculty member later be appointed to a tenure-track position, prior service will be credited toward the probationary period on the same basis as service at another institution would be credited, unless the appointee requests a waiver of prior service and the tenuring unit concurs as indicated in *B-I.C 2.(3) b 1) (a)*.
- (5) A continuing full-time non-tenure track faculty member will be eligible for salary changes (merit) from year to year on the basis of the annual departmental evaluation. A fixed term full-term non-tenure track faculty member with a multiple year appointment (two or three years) will be eligible for salary changes (merit) from year to year on the basis of the annual departmental evaluation. *B-I.C.2.b) (1) (a)* and *B-I.D.1.*
- (6) A continuing full-time non-tenure track faculty member shall have access to all applicable provisions of the grievance arbitration procedures. *B-I.E.*
- (7) A continuing and fixed term full-time non-tenure track faculty member shall not be eligible to participate in decisions relating to promotion and tenure. However, continuing full-time non-tenure track faculty members shall be

eligible to participate in other matters of governance of the unit in accordance with *XI.A.*

b) Tenure Track Faculty

A tenure track appointment for a faculty member shall be for tenure or for a probationary period of service leading to tenure on the faculty. A tenure track faculty appointee while on probation shall be evaluated each year in accordance with *B-I.D.4.* This appointment may be terminated by action of the appointee or by action of the University as specified in *B-I.C.3.c).*

(1) Probationary

A probationary appointment implies that the University, at the time of appointment, recognizes the need for a continuing position in the academic unit or program to which the appointment is made. It is the intention of the University that a probationary appointment will continue, assuming satisfactory performance of the probationer while holding the position. The mechanism for eliminating a probationary position that is held by a probationer who is performing satisfactorily and who has not yet reached the end of the probationary period shall require the review and recommendation by the academic unit/program and the appropriate college and University councils.

- (a) The total period of probationary service on a tenure track appointment to the faculty shall be not more than seven years for an Instructor, an Assistant Professor, and an Associate Professor. Appointment at the rank of Professor (except Visiting Professor) shall carry immediate tenure. All years of prior full-time teaching service at BGSU and in other accredited colleges and universities, and all prior years of other kinds of full-time employment deemed by the University to be directly applicable to teaching service shall count in meeting the total probationary period requirement, provided that, in every case, no more than three years of full-time service prior to initial probationary appointment to the BGSU faculty shall count toward meeting the total probationary period. Part-time service and time spent on leaves of absence, including leaves of absence to study for advanced degrees, shall not be counted as part of the probationary period. Time spent on leaves of absence for other scholarly activity shall be counted. A faculty member has the right to waive prior full-time teaching service at BGSU and at other accredited colleges and universities, thus affording the faculty member up to a full seven-year period of probationary service, provided that at the time of initial appointment to a probationary contract two-thirds of the tenured faculty in the academic unit so agree. The waiver and the faculty agreement shall be documented in writing. The probationary period for new appointments to the faculty made after the start of any semester or other established unit of an academic year shall begin with the first day of that period, provided that the appointee served one-half or more time in that unit. If the time of service was less than one-half, then the probationary period shall commence with the beginning of the next academic period.
- (b) With the concurrence of the Dean and VPAA, the academic unit or program may recommend an initial appointment for a two- to three-year initial probationary period. The academic unit or program may further

recommend, with the concurrence of the Dean and VPAA, a successive two- or three-year appointment.

- (c) A faculty member may seek tenure at any time during the period of probationary service. Denial of an early request for tenure shall have no effect on subsequent applications for tenure within the probationary period.
  
- (d) The faculty member shall be advised, at the time of initial appointment, of the substantive standards and procedures generally employed in decisions affecting contract renewal and tenure. *B-I.D.b*). Any special criteria adopted by the faculty member's department-or school, shall also be brought to the faculty member's attention. *X.B., XI.C.5*. A copy of these special criteria shall be kept on file in the appropriate administrative offices and shall be made available upon request. The faculty member shall be advised of the time when decisions affecting contract renewal or tenure are ordinarily made and shall be given the opportunity to submit material that the faculty member believes to be pertinent to a decision.
  
- (e) Initial and successive probationary appointments are subject to annual review. Recommendation for successive probationary appointments are contingent on the successful completion of the three-year (or mid-probationary period) review and are made upon the recommendation of the academic unit with the concurrence of the Dean and VPAA.

For probationary faculty whose appointments begin at the start of the academic year, notice of nonrenewal shall be given:

- i) before March 1 preceding the close of the first academic year of service at BGSU except for contracts having a two- or three-year term;
- ii) before December 1 preceding the close of the second academic year of service except for contracts having a three-year term;
- iii) at least twelve months in advance of the close of the academic year after two or more years of service at BGSU.

For probationary Faculty whose appointments begin during the academic year, notices of termination shall be given:

- iv) at least three months prior to the end of the first year of employment except for contracts having a two- or three-year term;
- v) at least six months prior to the second anniversary of employment except for contracts having a three-year term;
- vi) at least twelve months prior to the anniversary date of the original appointment for those employed two or more years at BGSU.

Should the University continue to re-employ a person on

probationary faculty appointment for a period longer than defined in this document, such re-employment shall be understood to constitute an award of tenure.

- (f) When a faculty recommendation or a decision not to renew a probationary appointment has been reached, the faculty member involved shall be informed of that recommendation or decision in writing by the body or person making the recommendation or decision, and, upon request, shall be advised of the reasons for the decision. The faculty member may request a reconsideration by the recommending or deciding body.
- (g) If the probationary faculty member so requests, the reasons given in explanation of a nonrenewal shall be confirmed in writing.
- (h) Insofar as the probationary faculty member alleges that the decision against renewal or tenure by the appropriate faculty body was based on inadequate grounds, the Grievance Arbitration Procedures described in *B-I.E* may be utilized.

c) Honorary Appointments

Honorary appointments and decision about title and rank shall be based upon the recommendations of the academic unit and the Dean of the college subject to the approval of the VPAA. Honorary appointments do not lead to tenure and there is no limit on the number of years of service.

Examples of honorary appointments include, but are not limited to:

- (a) Visiting faculty: A faculty member, normally on leave from another institution, whose primary objective is to pursue research during the period of appointment or further.
- (b) Adjunct faculty: A faculty member who provides instructional services to the University, but who is not regularly or continuously on the faculty. This person does not regularly receive a salary from the University, and the time accrued does not apply toward tenure.
- (c) Professional associate: This title may be granted to a person who is approved by a college Dean and the VPAA and who makes regular contributions to the University other than instructional and whose affiliation with the University's instructional activities is largely *ex officio*.

Recommendation for these titles may be initiated by a program or School Director, Chair or Dean. The designated rank shall be consistent with the criteria set both by the University and the college, unless other standards are set forth and approved by the appropriate units involved. *B-I.D.2 a) (1)*. If approved by the college Dean they are to be transmitted to the VPAA for final approval.

3. Tenure at BGSU

A faculty member continuing to serve under a tenure track appointment to the teaching faculty after the expiration of the probationary period shall have tenure. Promotion to the rank of Professor during the probationary period requires a two-thirds affirmative vote of all tenured faculty of the tenuring unit because such action constitutes immediate tenure. Promotion to the rank of Associate Professor during the probationary period may be made concurrent with tenure. All faculty members who held tenure contracts with the University prior to the adoption of this statement shall continue on tenure.

a) Meaning of Tenure

The rights and privileges of tenure shall be granted upon approval of tenure by the Board of Trustees, and a person granted tenure shall be issued a tenure contract for the next contract year. Tenure on the faculty of the University shall mean the opportunity to accept full-time employment through each successive academic year at a salary appropriate to the appointee's rank and in an assignment that is appropriate to the appointee's professional training and experience as a faculty member. The tenure of a member of the faculty shall continue until one of the following occurs: death, resignation, retirement because of age or disability, discontinuance of the position as a consequence of a Universitywide financial exigency (*Appendix A*), termination of the appointment for adequate cause, or failure to accept within sixty days an assignment, to be made in writing, for the ensuing academic year of duties appropriate to the faculty member's professional training and experience. Should a faculty member on tenure challenge a written assignment and be actively pursuing that challenge under University procedures, the President may extend this time limit for an additional thirty-day period to provide adequate time for such challenge. If requested, a hearing as prescribed in *B-I.E* will be provided in all cases of termination of tenure appointment. A faculty member may be offered and may accept an assignment to administrative duties and position without interrupting or impairing the Faculty member's tenure, but tenure shall apply only to rank and assignment as a faculty member; an administrative assignment is subject to change at any time by action of the President. *II.D*

b) Obligation of Faculty Member

A faculty member having rights and privileges of tenure shall have the continuing professional responsibility to keep informed in the discipline, to render efficient service to the University, and to abide by the known regulations and procedures of the University. A faculty member serving in an administrative capacity has a similar obligation of remaining familiar with the developments in the academic discipline.

If a member of the faculty desires to terminate an existing appointment, or to decline a renewal in the absence of notice of nonrenewal, notice shall be given of not less than three months for an Instructor or Assistant Professor and of not less than four months for an Associate Professor or Professor before the end of the contract period. A waiver of this provision may be requested by a Faculty member, through the Chair or Director of the unit, to the appropriate contracting Officer.

c) Termination of Appointment for Cause

In any case of dismissal for cause, a teaching faculty member on tenure shall receive a written notice that dismissal is being considered. Such notice shall contain a statement of the reasons why dismissal is being considered and a statement as to the right of a faculty member to file a grievance within twenty class days after receipt of the notice with

Faculty Personnel and Conciliation Committee in accordance B-I.E.

The employment of a teaching faculty member on tenure shall be terminated as of the date of the final decision for dismissal. Said faculty member shall receive full salary up to and including the date of dismissal and for one academic year thereafter to be paid in accordance with the terms of the then existing employment contract of the dismissed faculty member. The salary for one academic year shall mean the total consideration that the faculty member would have received under the then existing employment contract and shall not be more than the equivalent salary for one calendar year. If such dismissed faculty member becomes engaged in other employment during the time compensation is being received from the University, the total remuneration from substitute employment shall be deducted from the financial obligation of the University. As a condition precedent to payment, the dismissed faculty member shall inform the President of the University in writing as to a change in home address or in employment.