

**SIMPSON COLLEGE FACULTY HANDBOOK**  
**PART II: PERSONNEL POLICIES**

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## **SIMPSON COLLEGE FACULTY HANDBOOK PART II: PERSONNEL POLICIES**

Simpson College expects of its faculty members sound scholarship, competent teaching, creativity, concern for students, responsibility in committee assignments, interest in student activities and college events, respect for regulations voted by faculty and trustees, and cooperation in the achievement of the declared purposes of the institution.

In order to assist in the achievement of these objectives, the college faculty, administration and trustees seek to provide clear guidelines to each faculty member in areas of criteria for evaluation of performance, promotion, tenure, and special conditions pertaining to the continuation or termination of employment. Therefore, the policies governing Simpson faculty are those stated in the following sections as approved specifically by its board of trustees.

### **Section 1: ACADEMIC FREEDOM**

Every faculty member shall enjoy the privileges and accept the obligations of academic freedom. The college faculty, administration and trustees subscribe to the guidelines for the understanding of academic freedom set forth in the 1940 Statement of Principles on Academic Freedom and Tenure (see Simpson College Faculty Handbook Part VII, Appendix A) formulated by the Association of American Colleges (AAC) and the American Association of University Professors (AAUP). The following information from the 1940 Statement of Principles on Academic Freedom and Tenure express the Simpson College's faculty core understanding of academic freedom:

- The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter that has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, one should remember that the public might judge the profession and the institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, and should make every effort to indicate that he/she is not an institutional spokesperson.

The relationship of the college to The United Methodist Church imposes no limitations upon the academic freedom of the faculty as outlined in the above statement. It is expected, however, that those serving the college – faculty or administration – understand and accept this relationship and fulfill their respective professional functions in general sympathy with the nature and objectives of the institution as a church-related college of liberal arts, which is non-sectarian in academic requirements and program.

## **Section 2: COMPOSITION OF THE FACULTY**

### **2.1.0 Types of Faculty Contracts**

All faculty members at the college will have a written contract for their work. The contract describes the employment relationship between the faculty member and the college.

#### 2.1.1 Full-time Contracts

##### 2.1.1.1. Full-time Regular Contract

Faculty members with regular contracts are professors, associate professors, assistant professors, and instructors who are eligible for tenure and those who are tenured. Their teaching assignments normally consist of 24 course credits or the equivalent during an academic year. Normal faculty duties for full-time regular faculty members also include attendance and participation in department meetings and events, attendance at college convocations and special events, holding office hours, and participating in the life of the college. Such faculty members will also be assigned formal responsibilities in connection with advising students, and are also expected to regularly advise students informally. Faculty members with regular contracts may choose to supervise independent and directed studies. If elected or appointed, faculty members with regular contracts are expected to serve on department, faculty, or college committees or other special assignments. Faculty members who are eligible for tenure are considered to be on a probationary contract until such time they receive tenure.

##### 2.1.1.2. Full-time Adjunct Contract

Full-time adjunct contracts may be used to fill sabbatical replacements, late resignations, or in cases where the college does not believe a regular (tenure-track or tenured) contract is warranted. Full-time faculty members with an adjunct contract may also be assigned responsibilities in connection with advising and may choose to supervise independent and directed studies. Full-time adjunct faculty may be elected to committees, if the eligibility rules of the committee allow such service.

Academic rank (instructor, assistant professor, associate professor, professor) for adjunct faculty will be assigned as appropriate to their academic credentials at the time of hire. They are not eligible for tenure. If originally hired at the rank of instructor, adjunct

faculty are not eligible for promotion beyond the rank of assistant professor. Provisions regarding notice of renewal or termination will be specified at the time of appointment. Serving as an adjunct faculty does not preclude later appointment in a regular contract at Simpson College.

#### 2.1.1.3. Full-time Teaching Specialist Contract

Teaching specialist contracts can be offered for positions in which the development and maintenance of identifiable professional skills or duties different from those assumed in traditional faculty contracts are considered to be essential. The teaching specialist contract recognizes members of the academic community whose primary teaching is performed outside of the traditional classroom. These may include but are not limited to librarians, lab instructors, clinical faculty, student media advisor, and vocal and instrumental music specialists.

Academic rank (instructor, assistant professor, associate professor, professor) for teaching specialist faculty will be assigned as appropriate to their academic credentials at the time of hire. They are not eligible for tenure. If originally hired at the rank of instructor, teaching specialists are not eligible for promotion beyond the rank of assistant professor. Provisions regarding review criteria, notice of renewal or termination will be specified at the time of appointment.

#### 2.1.1.4. Full-time Joint Contract in a Single Department

A joint contract divides between two faculty members the rights and responsibilities equivalent to one full-time position, and may be negotiated after consultation with the department. Each faculty member sharing a joint contract is eligible individually for promotion and tenure in accordance with the regular criteria and procedures. A provision may be included in the initial contract that if one member of a joint appointment ceases for any reason to be a member of the faculty, the remaining member may assume the responsibilities of one position at the rank and tenure status of the remaining member. If that provision is not included in the initial contract, the remaining member retains tenure, if tenured, and may negotiate a full-time position by mutual agreement among the remaining member, the department, the Faculty Personnel Committee and the academic dean. If mutual agreement cannot be reached, at the discretion of the academic dean, the faculty member may be issued a one-year terminal contract.

#### 2.1.1.5. Full-time Contract in Multiple Departments

Faculty members may teach courses in more than one department, but all regular faculty must hold an appointment in a single academic department.

#### 2.1.2. Other Types of Contracts

### 2.1.2.1. Part-time Adjunct Contract

Faculty members on term contracts who are not teaching a full load (24 credits or its equivalent) but rather have been hired to address enrollment or other curricular needs of the college will be appointed as part-time adjunct faculty. Academic rank (instructor, assistant professor, associate professor, professor) will be assigned as appropriate to their academic credentials. They are not eligible for tenure or promotion; provisions regarding notice of renewal or termination will be specified at the time of appointment.

## 2.2.0 Types of Appointment

Whereas the term *contract* is used to describe the employment relationship between the college and the individual, the term *appointment* is used to describe the status of the relationship between the college and the individual.

### 2.2.1 Term Appointments

Faculty members on teaching specialist and adjunct contracts will be appointed for terms of one year or other stated periods. Term appointments may be renewable or non-renewable as stipulated at the time of appointment. Persons with term appointments are not eligible for tenure or promotion beyond the rank of assistant professor

#### 2.2.1.1. Visiting Appointment

Faculty members on term contracts filling a specific vacancy (late resignation, sabbatical replacement, grant-funded scholar, etc.) will be appointed as *visiting* faculty. Academic rank (instructor, assistant professor, associate professor, professor) will be assigned as appropriate to their academic credentials.

### 2.2.2 Probationary and Tenured Appointments

Faculty members with regular or joint appointments will be on probationary appointments or on appointments with continuous tenure.

#### 2.2.2.1 Probationary Appointments

Probationary appointments may be made for one year, or for other stated periods up to a maximum of six years; a probationary appointment may be renewed, but no such appointment implies a presumption of renewal. Appointment to a probationary contract does not guarantee tenure.

Previous service at Simpson College and other institutions of higher education may be included in the probationary period subject to limitations agreed upon in writing at the time of appointment. If not previously agreed upon in writing, a person with more than three years previous probationary service completed after the terminal degree has been earned will be appointed for a probationary period of not more than four years, even

though the person's total probationary period in the academic profession is thereby extended beyond the normal maximum of seven years.

#### 2.2.2.2 Appointments with Continuous Tenure

Appointments with continuous tenure are made after a probationary period of not more than six years. Time spent on leaves of absence will not be included in the six years of probationary service, unless the faculty member and the college agree in writing to the contrary at the time the leave is granted. Tenure may be granted earlier, but not later, than the expiration of the probationary period. The appointment to continuous tenure will follow the policies outlined in Simpson College Handbook Part I: Personnel Policies, Section 8 and the procedures described in Simpson College Handbook Part II: Personnel Procedures, Section 5.

### Section 3: APPOINTMENT

Simpson College defines its policies for appointment, promotion and tenure as stated herein. These policies are regularly administered by appropriate faculty, administrative and trustee groups. **The procedures for the implementation of these policies can be found in Simpson College Faculty Handbook Part III: Personnel Procedures, Section 2.**

Faculty appointments, promotions and tenure are governed by the force of the currently approved policies and procedures. Faculty who sign a contract for the ensuing year tacitly agree to the policies and procedures in force for that year.

#### 3.1.0 Degree Criteria for Initial Appointment

The following minimal degree criteria have been established for initial appointment in the various types of faculty contracts.

##### 3.1.1. Degree Criteria for Initial Appointments

The appropriate academic degree required for appointment to a probationary position will be the earned doctorate except in the following cases:

- Accounting: Masters, plus C.P.A.
- Computer Science: a Masters, plus additional coursework
- English-Creative Writing: Master of Fine Arts
- Library: Master of Library Science
- Management: Doctorate in Management, or Doctorate in another field (including J.D.) plus, a Masters in business-related area
- Physical Education: a Masters, plus additional coursework
- Social Work: Master of Social Work
- Studio Arts: Master of Fine Arts
- Theatre-Acting/Directing: Master of Fine Arts
- Theatre-Design: Master of Fine Arts

It should be noted that the above listed degrees are considered to be terminal degrees for the purpose of tenure and promotion. In some cases a faculty member may be hired in a tenure-track position before the terminal degree is complete. Expectations for degree completion will be included in the original contract. It is understood that the academic dean, after consultation with the department and the Faculty Personnel Committee, may waive certain criteria for initial appointment.

### 3.1.2. Degree Criteria for All Adjunct and Teaching Specialist Faculty Initial Appointments

The appropriate degree and/or professional experience for adjunct and teaching specialist faculty appointments will be determined by the academic dean in consultation with the department at the time of original appointment.

### 3.2.0. Academic Rank

The college recognizes four academic ranks for regular, adjunct and teaching specialist faculty members: instructor, assistant professor, associate professor and professor.

#### 3.2.1. Instructor

Adjunct faculty must have an appropriate degree beyond the bachelor's and/or significant professional experience or expertise. Faculty with regular (tenure-track or tenured) contracts must have all requirements for the doctorate completed except the dissertation, or the appropriate degree as listed in 3.1.1

#### 3.2.2. Assistant Professor

Earned doctorate in the appropriate discipline or other appropriate degree as listed in 3.1.

#### 3.2.3. Associate Professor

The earned doctorate in the appropriate discipline or other appropriate degree as listed in 3.1.1. and have achieved the rank of associate at another accredited institution or a meritorious record of achievement in another relevant way.

#### 3.2.4. Professor

The earned doctorate in the appropriate discipline or other appropriate degree as listed in 3.1.1 and have achieved the rank of professor at another accredited institution or a meritorious record of achievement in another relevant way.

It is understood that the academic dean, after consultation with the Faculty Personnel Committee, may waive certain criteria for initial appointment.

### 3.2.5. Professor Emeriti

A faculty member who retires from service at Simpson College is eligible to be considered for appointment to the status of professor emeritus and shall, if appointed, be so designated irrespective of the rank at retirement. Appointment to emeritus status will be based upon the recommendation of the president of the college. Procedures for appointment to professor emeriti may be found in Simpson College Handbook Part III: Personnel Procedures, Section 1.4.0.

### 3.2.6. Academic Rank for Full-time Administrators

Academic rank for administrators and other non-faculty employees will be determined at the time of hire by the president or academic dean in consultation with the Faculty Personnel Committee. Full-time administrators with faculty rank will not normally receive appointment to an academic department unless their duties include significant teaching responsibility.

## **3.3.0. Faculty/Administration Appointments**

### 3.3.1. Appointment of Faculty to Administrative Positions

A faculty member tenured at Simpson who accepts a non-faculty appointment shall retain tenure and faculty rank, and if negotiated in the initial administrative appointment contract and upon the approval of the department, may return to her or his department upon the conclusion of administrative service.

### 3.3.2. Appointment of Administrators to Regular Faculty

College administrators and other non-faculty employees appointed to regular faculty (tenure-track or tenured) positions must qualify on the basis of the same criteria as other faculty. As a general rule, such appointments are to be made at the discretion of the president of the college and with the approval of the academic dean, the Faculty Personnel Committee, and the appropriate department. Academic rank (instructor, assistant professor, associate professor, professor) will be assigned as appropriate to their academic credentials.

Non-faculty employees appointed to regular faculty may be promoted on the basis of total contribution to the college under the same standards of excellence in performance of assigned duties, time in rank, and degree requirements as other faculty members.

### 3.3.3. Appointment of Non-faculty Employees to Full-time Adjunct Faculty

Administrators and other non-faculty employees appointed to adjunct positions must qualify on the basis of the same criteria as other faculty. As a general rule, such

appointments are to be made at the discretion of the academic dean upon consultation with the appropriate department. Academic rank (instructor, assistant professor, associate professor, professor) will be assigned as appropriate to their academic credentials.

They are not eligible for tenure or promotion beyond the rank of assistant professor; provisions regarding notice of renewal or termination will be specified at the time of appointment.

#### 3.3.4. Appointment of Non-faculty Employees to Part-time Adjunct Faculty

Administrators and other non-faculty employees appointed to part-time adjunct positions (teaching less than 24 credits or its equivalent) must qualify on the basis of the same criteria as other faculty. As a general rule, such appointments are to be made at the discretion of the academic dean upon consultation with the appropriate department. Academic rank (instructor, assistant professor, associate professor, professor) will be assigned as appropriate to their academic credentials.

They are not eligible for tenure or promotion; provisions regarding notice of renewal or termination will be specified at the time of appointment.

#### **3.4.0 Terms and Conditions of Appointment**

Appointment to the faculty will be stated or confirmed in writing by the president of the college and a copy of the appointment document will be supplied to the faculty member. Any subsequent extensions or modifications of any appointment and any special understandings will be confirmed in writing and a copy furnished to the faculty member. An appointment to the faculty is not confirmed until a contract is issued, signed by both parties, and received by the college.

#### **3.5.0. Degree Completion**

Faculty members who are hired in regular (tenure-track or tenured) contracts without the appropriate terminal degree will have any conditions regarding the completion of the degree stated in the original contract of hire. If a faculty person does not complete the requirements for the appropriate terminal degree by the end of the period stated in the initial contract, at the discretion of the academic dean the subsequent contract may include a notice of termination.

### **Section 4: EVALUATION**

All full-time and part-time faculty will be subject to periodic evaluations. The procedures for evaluations are described in Simpson College Faculty Handbook Part III: Personnel Procedures.

### **Section 5: REAPPOINTMENT**

Recommendation for reappointment will be submitted by the department through a process approved by the faculty and described in Simpson College Faculty Handbook

Part III: Personnel Procedures. The decision to reappoint will be made by the president upon the recommendation of the academic dean. In addition to merit as a faculty member, enrollment and program needs of the college are proper considerations in deciding whether or not to renew any non-tenured appointment.

### **Section 6: NON-REAPPOINTMENT**

In the absence of a letter of resignation, a faculty member shall be notified in writing of non-reappointment not later than March 1 of the first academic year of service if the appointment expires at the end of that year. If it does not expire at the end of that academic year, then a notice of non-reappointment shall be given in writing at least three months in advance of the termination of the appointment.

In the absence of a letter of resignation, a faculty member shall be notified in writing of non-reappointment not later than December 15 of the second year of academic service, if the appointment expires at the end of the academic year. If it does not expire at the end of the academic year, then a notice of non-reappointment shall be given in writing at least six months before the termination of the appointment.

In the absence of a letter of resignation, a faculty member, after two or more years of full-time service to the college, will be notified in writing of non-reappointment not later than May 31 of the year prior to termination of the contract.

### **Section 7: PROMOTION**

Nominations for promotion may be made by the candidate on his/her own behalf or by colleagues within or outside the department or by the academic dean. The procedures for promotion and indicators of successful achievement of the criteria can be found in Simpson College Faculty Handbook Part III: Personnel Procedures, Section 6. Promotion will be granted by the president and reported to the board of trustees. Promotion will commence in the following academic year.

#### **7.1.0. Definitions and Expectations**

The following section is provided to help define the criteria for tenure and promotion. The examples are not meant to be exhaustive, but serve to provide guidance to all involved in the tenure and promotion process.

##### **7.1.1. Teaching**

Teaching effectiveness may include but is not limited to the following five categories: competence in the content area; classroom performance; academic and professional standards; effective professional relations with students; and creativity and self-improvement. The following is an indication of the kinds of activities that might fall into these categories.

*Competence in the content area* is generally considered to be but is not limited to:

- Mastery and knowledge of the subject matter.
- Staying current with advances and changes within the field.
- Thoroughness of course content.
- Designing and implementing courses that meet the objectives of the department and the college.

*Effective Classroom performance* is generally considered to be but is not limited to:

- Effective organization.
- Effective, clear and stimulating presentation and/or discussion.
- Enthusiasm for the subject matter.
- Encouragement of active learning and critical thinking.
- Stimulation of student research, scholarship, and creative projects.
- Allowance for differing learning styles and/or cognitive abilities.
- Willingness to assist students academically inside and outside of the classroom.
- Allowance for and encouragement of the respectful interchange of ideas.
- Providing timely and effective feedback to students.
- Facilitation of student independent learning.
- Stating and meeting course objectives and standards.

*Maintenance of academic and professional standards* is generally considered to be but is not limited to:

- Maintaining academic rigor.
- Providing clear statements of expectations, policies and grading criteria in a syllabus.
- Applying fair and uniform standards of evaluation.
- Adhering to academic rules and regulations of the college and the department.
- Designing tests and assignments that are drawn from course material.
- Providing students with the opportunity to evaluate instruction.
- Meeting classes at the time and for the duration assigned.
- Submitting book orders, grades and other administrative assignments complete and on time.

*Effective professional relations with students* are generally considered to be but are not limited to:

- Maintaining open communications.
- Posting and maintaining adequate office hours.
- Clearly stating expectations, policies and grading criteria.
- Maintaining a professional attitude and demeanor inside and outside of the classroom.
- Meeting special needs of students.
- Keeping student matters confidential.
- Creating a learning experience free of discrimination and harassment.

*Creativity and self-improvement* is generally considered to be but is not limited to:

- Innovation in course content, course design, methodology, assignments, or evaluation.
- Inter-disciplinary or cross-disciplinary interests.
- Introducing students to the creative processes of the discipline.
- Self-reflection on teaching.
- Efforts to improve teaching.

It should be noted that faculty at Simpson College are expected to be effective teachers with both major and non-major students, as well as beginning and advanced students.

### 7.1.2. Advising

Academic advising of students is an essential part of the faculty member's teaching responsibilities. An effective advisor is one who is available and accessible to students, who provides informed counsel on Simpson's curriculum, and who assists students to relate their goals to academic majors and specified courses. Effective advising requires knowledge of the rules, regulations, and procedures of Simpson College as established in its various handbooks and manuals. An effective advisor listens well, provides care and understanding, and assists students in making their own decisions. Advisors should assist students in developing strengths and identifying and improving areas of weakness in their intellectual development. Advising happens formally with assigned advisees as well as informally in normal day-to-day contact with students. Although effective advising may happen in other ways, the faculty at Simpson College highly value advisors meeting in-person with advisees.

Experience in the advising process may include but is not limited to:

- A record of advisees who have graduated.
- Participation in LAS courses.
- Assisting students with internships.
- Assisting with directed or independent studies.
- Facilitating individual undergraduate research.

### 7.1.3. Professional Development, Scholarship and Achievement

Professional development, scholarship and achievement improve teaching effectiveness by encouraging the faculty member to keep abreast of new trends and ideas, to reevaluate ideas and theories, and to think seriously on a professional level about concepts and issues that are part of the body of knowledge to which students are exposed. The form of professional development, scholarship and achievement varies by discipline.

Evidence of professional development, scholarship and achievement may be demonstrated by but is not limited to the following four categories: ongoing professional development; involvement in research and scholarly study; creative and artistic works; and service to professional organizations within the discipline.

*Ongoing professional development* may include but is not limited to:

- Attendance at discipline-based professional conferences
- Attendance at faculty development workshops and conferences
- The writing and submission of grants
- Regular participation in the college's sabbatical leave program

*Ongoing involvement in research and scholarly study* may include but is not limited to:

- Publications (especially peer-reviewed works).
- Presentations at state and national conferences.
- Professional consultation.

*Creative and artistic works* may include but is not limited to:

- Paintings.
- Sculptures.
- Performances.
- Scripts.
- Poetry.
- Other forms of aesthetic expression.

*Service to professional organizations within the discipline* may include but is not limited to:

- Serving on boards.
- Serving as a journal editor.
- Holding an elected office.
- Being sought out as an expert within the discipline.

#### 7.1.4. Service to Colleagues and the College

Promotion to associate professor and professor requires that a faculty member provide service to the Simpson College community. Evidence of this service may include but is not limited to:

- Membership on faculty committees.
- Participation on task forces.
- Work on departmental or divisional projects and assessment.
- Serving on search committees.
- Assisting students with service projects.
- Advising Greek groups or student organizations.
- Regular attendance at department meetings.
- Serving as department chair or division head.
- Serving as mentors and advisors for new faculty as well as for students.

It is the expectation of the faculty that such service will be consistent and of increasing responsibility over one's career.

## 7.2.0 Promotion Criteria for Regular (probationary and tenured) Faculty

The following criteria will be considered in reviewing nominations for promotion to the designated rank for full-time probationary and tenured faculty. **The procedures for the implementation of these policies can be found in Simpson College Faculty Handbook Part III: Personnel Procedures, Section 6.**

### 7.2.1. To Assistant Professor

In most cases, faculty members with the appropriate terminal degree will receive the rank of assistant professor at the time of hire. When a terminal degree is not complete at the time of hire, the rank will be at the instructor level. The rank will be adjusted upwards by the academic dean to assistant professor upon the completion of the degree.

The following are criteria established for original appointment to assistant professor:

#### 7.2.1.1 Terminal degree

In addition, the candidate must show *promise of success* in the following areas:

##### 7.2.1.2 Teaching

##### 7.2.1.3. Advising

##### 7.2.1.4. Professional development, scholarship and achievement

##### 7.2.1.5. Service to colleagues and the college

### 7.2.2. To Associate Professor

All successful candidates for tenure are automatically nominated for promotion to associate professor. In addition to the appropriate terminal degree as required for the rank of assistant professor and at least a minimum of three years fulltime teaching at Simpson College, the candidate must show *demonstrated success* in the following areas:

#### 7.2.2.1 Teaching

#### 7.2.2.2. Advising

#### 7.2.2.3. Professional development, scholarship, and achievement

#### 7.2.2.4. Service to colleagues and the college

### 7.2.3. To Professor

Promotion to professor may be made after at least six years of full-time service at the rank of associate professor. In addition to the appropriate terminal degree required for the rank of associate professor, the candidate must show *a sustained record of success* in the following areas:

#### 7.2.3.1. Teaching

#### 7.2.3.2. Advising

#### 7.2.3.3. Professional development, scholarship and achievement

#### 7.2.3.4. Service to colleagues and the college

### 7.3.0 Promotion for Adjunct and Teaching Specialist Faculty

Faculty in adjunct and teaching specialist contracts are not eligible for promotion except in the case of faculty hired at the rank of instructor without the terminal degree. Upon the completion of the terminal degree, the rank of assistant professor will be granted by the academic dean. Faculty members in adjunct and teaching specialist contracts at the rank of assistant or associate are not eligible for promotion. Promotion to associate and full professor is only available to tenured faculty.

## Section 8: TENURE

The college will award tenure only to full-time faculty who have demonstrated excellence in teaching, advising of students, and superior fulfillment of their additional professional responsibilities as defined in Simpson College Faculty Handbook, Part II: Personnel Policies, Section 7.1.0. They must hold the necessary academic credentials and be actively involved in their professional development. Granting of tenure is also contingent upon an interest and involvement in the overall activities of the college, and upon evidence of a willingness and ability to provide leadership for the future.

Election to appointment with tenure is by the board of trustees upon the recommendation of the president of the college. The nomination for appointment with tenure is initiated by the Faculty Personnel Committee in the sixth year of appointment unless otherwise specified in the faculty member's contract of hire. A minimum of three years of full-time teaching at Simpson College is required to be eligible for tenure. Tenure will not be granted to part-time faculty members. The procedure to be used in the awarding of tenure can be found in Simpson College Faculty Handbook Part III: Personnel Procedures, Section 5.

### 8.1.0 Criteria

#### 8.1.1. Degree

The appropriate academic degree required for a tenured position will be the earned doctorate except as indicated in 3.1.1.

In addition to the appropriate terminal degree as required for the rank of assistant professor, the candidate must show *demonstrated success* in the following areas:

#### 8.1.2 Teaching

#### 8.1.3 Advising

#### 8.1.4. Professional development, scholarship and achievement

#### 8.1.5.. Service to colleagues and the college

### 8.2.0 Tenure for Employees with Faculty Rank

Employees with faculty rank whose assignment includes supervision and other non-teaching duties that are greater than half-time are not eligible to receive tenure. If a subsequent appointment results in a position with full-time teaching responsibility, the faculty member is then eligible for tenure consideration. Time spent in teaching as a non-tenured faculty member shall be credited toward time required for tenure on the basis of full-time equivalency.

## **Section 9: DISCIPLINARY POLICY**

The college respects, supports, and advocates the many academic freedoms granted to faculty with the understanding that academic freedoms include expectations and responsibilities. In the event that a faculty member exhibits inappropriate conduct, sanctions or more severe disciplinary action may be taken. Examples of inappropriate conduct include: violation of the college's sexual harassment or drug and alcohol policies; illegal conduct; failure to fulfill academic obligations; disruption of teaching, research, or other college business; violation of the college's statement on consensual relationships; academic dishonesty; or any other unprofessional behavior that renders a faculty member unfit in his or her professional capacity as a Simpson faculty member. Any charge that could lead to disciplinary action against a faculty member is a matter of utmost gravity, and the decision to pursue disciplinary action must be weighed with a serious regard for the academic freedom of all parties directly concerned, and indeed for the entire academic community. The faculty member has a right to know the charges and to appeal any decision using the process outlined in Simpson College Faculty Handbook Part III: Personnel Procedures, Section 9.

### **9.1.0. Sanctions**

#### 9.1.1. Minor Sanctions

Minor disciplinary sanctions may include but are not limited to an oral reprimand, a written reprimand, or a written agreement on the terms for continued appointment.

#### 9.1.2. Severe Disciplinary Sanctions

Severe disciplinary sanctions may include but are not limited to suspension without pay for a specified time, reduction or change of assignment, reduction or change in salary, reduction in rank, or dismissal.

## **Section 10: APPEALS OF FACULTY PERSONNEL COMMITTEE RECOMMENDATIONS**

The dean for academic affairs has the responsibility of conveying the reasons for a negative recommendation of the committee.

If the faculty member involved desires a fuller explanation of the reasons for the negative recommendation in his or her case, he/she will have the right to a hearing before the committee.

The faculty member always has the right of appeal to the president of the college who may, in exceptional cases and in the light of certain stated questions, ask the committee to restudy and reassess the case and subsequently to report its recommendations. Ultimately, the decision of the president to support or overturn the Faculty Personnel Committee recommendation is final.

### **Section 11: DISMISSALS FOR CAUSES OTHER THAN FINANCIAL THREAT OR RETRENCHMENT**

A faculty member may be dismissed for causes, other than financial necessity or retrenchment while he/she is on tenure or prior to the end of a contract, but such dismissal shall be carried out only after prescribed procedures involving (1) an advisory committee consisting of the three professors of the faculty, senior in terms of service and not currently divisional chairpersons, (2) a hearing committee consisting of the divisional chairpersons and three members-at-large selected on the basis of seniority of rank and service not including advisory committee members, (3) the president, (4) and the board of trustees. The three senior professors on the advisory committee shall be selected on the basis of term in service in the professorial rank and if necessary the associate professorial rank, and in alphabetical order. The senior member of the advisory committee shall be its chairperson. The members of the advisory committee and the hearing committee who are in office when a case begins shall continue until the case is closed. The hearing committee shall elect its chairperson from among its members.

When reason arises to question the fitness of a faculty member who has tenure or whose term appointment has not expired, the president shall discuss the matter with him/her in personal conference. The matter may be terminated by mutual consent at this point. If, however, an adjustment does not result, the president shall charge the advisory committee with the function of rendering confidential advice and shall informally inquire into the situation in order to effect an adjustment. If none is affected, this committee shall determine whether in its view formal proceedings to consider dismissal should be instituted. If the advisory committee recommends that such proceedings should be begun, or if the president of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses his/her conviction that a proceeding should be undertaken, action shall be commenced under the procedures that follow. Except where there is disagreement, the president and the advisory committee shall jointly formulate a statement with reasonable particularity of the grounds proposed for the dismissal. If there is disagreement, the president or his/her representative shall formulate the statement.

The formal proceedings shall be commenced by a letter addressed to the faculty member by the president informing the faculty member of the statement formulated, and informing him/her that, if he/she so requests, a hearing to determine whether he/she

should be removed from his/her faculty position on the grounds stated will be conducted by the hearing committee at a specified time and place. In setting the date of the hearing, sufficient time shall be allowed the faculty member to prepare his/her defense. The faculty member shall be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded to him/her. The faculty member shall state in reply whether he/she wishes a hearing, and, if so, shall answer in writing not less than one week before the date set for the hearing, the statements in the president's letter.

Suspension of the faculty member during the proceedings involving him/her shall occur only if immediate harm to himself/herself or others is threatened by his/her continuance, or if, in the judgment of the president of the college, considerable harm to the quality of the instructional program of the college is the prospect. Any such suspension shall be with pay.

The hearing committee shall proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the hearing committee shall consider the case on the basis of the obtainable information and decide whether the faculty member shall be removed. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the president's letter to the faculty member shall be received. All such hearings shall normally be held in private.

The president shall have the option of attendance during the hearing. He/she may designate an appropriate representative to assist in developing the case; but the committee shall determine the order of proof, shall normally conduct the questioning of witnesses, and, if necessary, shall secure the presentation of evidence important to the case.

The faculty member shall have the option of assistance by counsel, whose functions shall be similar to those of the representative chosen by the president. The faculty member shall have the aid of the hearing committee, when needed, in securing attendance of witnesses. The faculty member or his/her counsel and the representative designated by the president shall have the right, within reasonable limits, to question all witnesses who testify orally.

The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as his/her statements, should nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may when necessary be taken outside the hearing and reported to it. All of the proceedings shall be duly recorded. Unless special circumstances warrant, it shall not be necessary to follow formal rules of court procedure. In the hearing of charges of incompetence the testimony may include that of teachers and other scholars, either from the college or from other institutions.

The hearing committee shall reach its decision in conference, on the basis of the hearing. Before doing so, it shall give opportunity to the faculty member or his/her counsel and

the representative designated by the president to argue orally before it. If written briefs would be helpful, the hearing committee may request them. The committee may proceed to a decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript if its decision would be aided thereby. It shall make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion may be desirable. Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the board of trustees. The president and faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing. Any release to the public shall be made through the president's office.

The president shall transmit to the trustees' academic affairs committee the full report of the hearing committee, stating its action. The academic affairs committee may choose to review the case, or the faculty member may appeal to the academic affairs committee for review. In either event, the review shall be based on the record of the previous hearing, accompanied by the opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee shall either be sustained or the proceedings be returned to the committee with the objections specified. In such a case the committee shall reconsider, taking account of the stated objections and receiving new evidence if necessary. It shall frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration shall the academic affairs committee make a final decision.

Except for such simple announcements as may be required, covering the time of hearing and similar matters, public statements about the case by either the faculty member or administrative officer shall be avoided so far as possible until the proceedings have been completed.

## **Section 12: INSTITUTIONAL RETRENCHMENT UNDER CONDITIONS OF FINANCIAL THREAT AND/OR ENROLLMENT**

The board of trustees, through its own deliberations and recommendations by the president, reserves the right and assumes the responsibility to make those decisions, within the following established guidelines, necessary to preserve the minimal requirements for the maintenance of institutional excellence and financial stability. Reductions in expenditures, including those in faculty or staff, may be necessary due to a serious financial threat to the college, resulting from financial reversals and observable or anticipated deficits. Such a condition may necessitate reductions in academic departments or programs and/or elimination of supporting administrative positions.

A financial threat to the college may arise in a given academic year or emerge as an anticipated condition in the near future. An existing or anticipated threat to the stability of an institution is defined as the presence of, or anticipation of, a significant budget deficit concluded to extend longer in length than the period of a single budget year. Such

a threat may arise from continued and anticipated enrollment decline, serious reversals in endowment income, or the impact of serious budget reversals brought on by factors beyond the control of the college or its administration.

The conditions of financial threat are to be distinguished from those of a single year budget imbalance brought about by a temporary drop in student enrollment, cyclical market reversals affecting endowment income, unanticipated expenditures in a given year, or a temporary reduction of annual gift income.

In his position as the chief administrative officer of the college, the president has the responsibility to initiate discussions with the proper faculty committees, responsible administrative personnel, and appropriate committee or committees of the board of trustees, if he/she believes a financial threat exists.

The president, through the office of the academic dean, will advise the educational policy and curriculum committee, the budget and coordinating committee, and the faculty personnel committee of his judgment that a condition of financial threat does exist, and provide these committees with all relevant data upon which such a judgment is based. He will request that the committees evaluate such data, or data which they may wish to consider in addition to that provided by the president or the dean, and submit their recommendations to his office that is charged with those responsibilities. Such committees, or representatives of the same, will be asked to meet with the president, the academic dean, and the director of business affairs in order to discuss all alternatives and, if possible, arrive at an appropriate resolution of the problem.

Having carefully reviewed all recommendations of such committees or relevant administrative offices, the president will determine the appropriate course of action to follow and will communicate his judgment to the chairpersons of the above committees, relevant administrative personnel, or the board of trustees, as deemed appropriate.

In the event that consensus on a course of action cannot be achieved, and basic disagreements exist between the above committees or involved administrative departments, the president in consultation with the chairperson of the board of trustees will arrange for the presentation of opposing views or alternative solutions to the appropriate structure of the board. In the case of faculty disagreement with proposed administrative solutions, a meeting between the elected faculty representatives and the executive committee of the board of trustees may be requested through the offices of the president of the college and the chairman of the board.

**12.1.0** In all cases of retrenchment the following guidelines will be followed:

12.1.1 The academic excellence and educational mission of the college will be given the highest priority in all recommendations of the faculty personnel committee and the administration and all decisions of the board of trustees. The overall academic health of the institution should be enhanced and under no circumstances impaired by other considerations.

12.1.2 Faculty persons with tenure will be retained and non-tenured faculty will bear the burden of retrenchment, unless the faculty personnel committee and the administration of the college agree that the academic excellence and educational mission of the college will be better served by retention preference to a non-tenured faculty member. Performance evaluations and other pertinent information in a given semester regarding the abilities of individual faculty members will be considered, but will be subordinate to the primary concern for the future of the programs of the institution. Performance evaluations are to be considered as non-competitive in character. If a tenured faculty member is competent, productive, efficient, abiding by the rules and regulations of the college and the recognized moral and spiritual ideals of this church-related college, he/she shall not be dismissed for reasons of retrenchment in favor of a non-tenured faculty member as long as he/she can meet the full professional and instructional responsibilities associated with one's institutional positions.

12.1.3 In a reduction of instructional staff within a department or program, where a tenured faculty member can be easily retrained in a very closely related area within one year, the tenured faculty member whose position is eliminated will be given preference over a non-tenured faculty member in the very closely related area. Performance evaluations and other pertinent information regarding the abilities of individual faculty members will be given primary consideration.

12.1.4 In any general reduction of staff within the college, it will be the responsibility of the president and appropriate administrative staff to carefully assess all possibilities for administrative or support staff reduction prior to or complementary with those determined to be necessary within faculty ranks. The goal should be the reduction of expenditures in any sector in such a way so as to least affect the academic quality of the college.

12.1.5 When the reduction of instructional staff is deemed necessary under the guidelines stated above, the academic dean shall request the educational policy and curriculum committee to review the mission of the college, academic goals, and programs in order to ascertain possible reductions of positions, and to forward recommendations both to the dean's office and to the faculty personnel committee for their consideration. The faculty personnel committee, after its deliberations, shall forward its recommendations on personnel to the administration.

**12.2.0** The appeal procedure for faculty affected by retrenchment is subject to the following guidelines:

12.2.1 Any tenured faculty member under the threat of termination for reasons of retrenchment will have the right to a meeting with the faculty personnel committee.

12.2.2 Appeal Procedures:

- a) Any faculty member whose appointment is terminated by any of the above procedures will be given the right to appeal such action to the trustee committee on academic affairs, provided he or she initiates such an appeal

within a thirty-day calendar period following notification of such termination.

- b) The request for such an appeal should be given in writing to the president of the college within the period indicated above. The president will in turn make arrangements for the hearing of such an appeal before that committee within a period not to exceed thirty calendar days.
- c) The faculty member may place before the committee any data pertinent to his or her appeal and may request the presence of others who he or she wishes to invite for support or assistance in such an appeal.
- d) Having studied an appeal, the trustee committee on academic affairs will decide the final action.

12.2.3 In the event retention of a tenured person is not possible, every effort will be made to assist such a person in securing a position in another college or university, or in a non-collegiate structure. These same services may be extended to persons on probationary or non-tenured contracts but are not to be considered to be mandatory.

12.2.4 In all cases previously agreed upon, guidelines of notice of termination of contract will be followed (at least three months' notice in the first year of appointment, or March 1; at least six months' notice in the case of second year appointment or December 15; and at least one year's notice or by May 31 before the termination date of the appointment, for those who have completed a minimum of two years.

## **Section 13: FACULTY GROWTH AND DEVELOPMENT**

### **13.1.0 Sabbatical Leave**

As time and resources allow, all tenured faculty with at least six years of service at Simpson College, regardless of rank and including the president of the college and the deans of the college, who have not recently had extensive leave on any basis, may apply for sabbatical leave during the following academic year, subject to the following conditions:

- Application has been made by November 15 prior to the intended sabbatical year.
- The applicant will have completed six years of full-time service on the Simpson faculty by the date of the sabbatical.
- The sabbatical proposal has been determined to meet adequate standards consistent with responsibilities of the application and the needs of the college, and has been approved by the president and the board of trustees after consultation with the faculty member, head of the department, dean for academic affairs, and the faculty personnel committee.

All such leaves shall be subject to the following options and conditions:

- The faculty member is expected to file a written report of the sabbatical accomplishments and activities with the dean's office and the faculty personnel committee within sixty days of the terminal date of the leave.

- The faculty member is expected to return to teaching duties at Simpson for at least one year following the sabbatical, unless the faculty member and the college have mutually agreed to an understanding contrary to this expectation.
- A sabbatical leave may be granted for either a fall or spring semester with full salary, or for a full year at one-half salary.
- Semester sabbatical leaves may include the May term upon application, provided such a leave does not involve release from more than one-half of the normal twenty-four semester hour yearly teaching load requirement.
- Sabbatical leave periods count toward the requirements for promotion to the next academic rank.
- Staff health and life insurance benefits continue. Retirement benefits are based upon actual compensation during the sabbatical period.

After a sabbatical leave, a faculty member or administrator (as defined above) may, after six years of full-time service at Simpson, become eligible again for a sabbatical leave. A leave of absence (see below) does not count toward eligibility for a sabbatical leave. Once one is eligible for a sabbatical leave, the eligibility is sustained annually until one undertakes the sabbatical leave.

### **13.2.0 Leaves of Absence**

The college administration and trustees endeavor, whenever possible, to grant leave of absence without pay upon request, but the time spent on the leave usually shall not count toward the time necessary for earning tenure and/or promotion. Staff benefits usually do not continue during a leave of absence. Medical insurance coverage, however, may be negotiated with the college administration.

Leaves of absence with partial pay may be granted if the circumstances warrant this action, but the time spent in this status usually shall not count toward the time required for tenure and/or promotion.

### **13.3.0 May Term Leave**

All regularly appointed faculty members are expected to teach approved courses in the May Term. Leaves may be granted under the following conditions:

- A faculty member may request a leave in conjunction with a semester or full year's leave, as described under the conditions for a sabbatical leave. If approved, staff benefits continue, based upon the actual compensation for the contract period.
- A faculty member may request a leave for the May Term after three consecutive years of teaching May Term to undertake an approved educational or professional project. May Term leave should be evaluated and approved through the normal procedures for sabbatical by the faculty personnel committee and the administration. Faculty applying for May Term leave will be expected to show benefits to the college for such leaves. Preference will be given to May Term

- leaves designed to develop innovative May Term courses of high academic quality.
- Departments that feel they cannot meet student needs during the regular semester may petition the dean to allow faculty to teach on a 4-4 basis. Formal requests shall be made annually for such exemptions and the Dean will report to the May term subcommittee the exemptions granted and the reasons for them.
  - Should the college determine at any time to substitute an interim term or make a radical calendar change, other than one occurring in the month of May, the above conditions shall be modified consistent with the above considerations.

#### **Section 14: AMENDING THE FACULTY PERSONNEL POLICY SECTION**

An individual faculty member, group of faculty members, the president of the college, or the board of trustees may propose an amendment to the faculty personnel policies. Any proposed amendment must be distributed to the faculty in writing, be read at the first regular faculty meeting following its distribution, and be placed on the twenty-eight day waiting list. During the twenty-eight day wait, the Faculty Personnel Committee (FPC) will hold an open forum to receive faculty input on the proposed amendment. The chair of FPC will report on the findings of this forum prior to the faculty voting on the proposed amendment. Approval of the proposed amendment requires an affirmative vote by two-thirds of the faculty. Normally such an amendment shall carry the approval of the faculty, the administration, and the board of trustees. When agreement cannot be reached among these three groups, the responsibility of the president of the college to make an independent recommendation to the board of trustees and the prior and final authority of the board in all matters pertaining to the life of the college under the articles of re-incorporation are recognized. However, no changes to the policies will be enacted without faculty consultation and consideration of their recommendations.