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*Note on Historical Interpretation: Prior to September 28, 2021, the University followed a long-standing practice of interpreting many provisions of this policy as applicable to both academic and professional faculty members. With this revision, the references to different kinds of employees are now made purposefully, with each provision of the policy now applicable only to those kinds of employees specifically listed in each provision. For more information related to employment types, please visit <https://hr.oregonstate.edu/employees/employee-and-labor-relations> and click on the different employee types.*

**580-021-0005**

### **Appointment Procedures**

1. Each person to be appointed or reappointed as a member of the academic faculty shall be sent written notification of appointment and conditions and terms thereof for each period of employment. The notification shall be signed by the president or, for noninstitutional personnel, by the president or a designee.
2. The notice of appointment shall include, but not be limited to, the following:
  - a. Effective date of appointment;
  - b. Description of position offered (including references to any unusual duties);
  - c. Academic rank and title offered;
  - d. Duration of appointment;
  - e. Tenure status, including the nature of any restrictions on eligibility for tenure (e.g., limited term or temporary appointments or appointments funded by grant funds beyond institutional control);
  - f. Compensation;
  - g. Other conditions of employment.
3. The academic faculty member shall be provided written information concerning duties, responsibilities and institutional expectations. Such written information shall be provided with the initial notice of appointment and whenever significant changes occur. The written information shall include:
  - a. Specific expectations relating to the particular position;
  - b. General institutional expectations as to professional standards, obligations and responsibilities to be met by academic faculty members, including but not limited to the following:
    - A. Criteria to be used in evaluating the academic faculty member in connection with renewal of appointment, promotion, tenure (if academic faculty member does not have indefinite tenure) and post-tenure review (if the academic faculty member has indefinite tenure);

- B. Procedures to be used in application of the evaluative criteria, including identification of officers responsible for accumulating the information and data necessary to the evaluation, making the evaluation, counseling with the academic faculty member concerning performance and areas of desirable improvement and such additional information as is necessary to outline clearly the procedures to be used;
- C. Kinds of information that will be gathered by the institution as the basis for evaluating the academic faculty member;
- D. A reference to university standards and policies relating to faculty records;
- E. The nature of the institutional staff career support program, with specific reference to institutional assistance available to assist the academic faculty member in improving teaching and other scholarly activities;
- F. A reference to the agreement required by 580-021-0110 concerning the extent to which prior experience will be credited as a part of the probationary period of employment;
- G. A reference to any exceptions agreed to as provided in 580-021-0130.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0006**

##### **Affirmative Action Goals: Employment**

1. The president or designee shall establish affirmative action goals and procedures for the purpose of increasing the proportion and effective utilization of minorities and women employed in administrative, technical and academic faculty positions in programs and departments where minorities or women are underrepresented.
2. For purposes of this rule, "minorities" refers to Black African Americans, Hispanic Americans, Asian/Pacific-Island Americans and American Indians/Alaskan Natives.
3. The goals and procedures established under this rule shall be reviewed by the president for adequacy and effectiveness at the end of each biennium and modified accordingly. A report of this biennial review shall be submitted to the president.

Hist.: HEB 8-1986, f. & cert. ef. 3-19-86; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0010**

### **Consultative Procedures**

The president shall establish written procedures through which academic faculty, department heads and deans shall have the opportunity for effective participation in deliberations leading to recommendations for appointment, reappointment, tenure or promotion of academic faculty. The procedures established shall also provide for consideration of information from other appropriate sources, including, but not limited to, student evaluations of academic faculty.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

### **580-021-0015**

#### **Terms of Service of Academic Faculty Members**

1. Academic faculty members may be appointed on the academic-year basis, the fiscal-year basis or on such other basis as may be arranged in individual cases.
2. An academic year is normally the three-term period of service extending from September 16 of one calendar year through June 15 of the next calendar year, or for a comparable period of service within the fiscal year, whichever best serves the particular type of work involved, as may be required by the president. Nothing in this regulation shall be construed to prevent an academic faculty member employed on an academic-year basis from being employed during the remainder of the fiscal year, in the summer sessions or in other service for any of the institutions, provided responsibilities for the regular academic year have been fulfilled to the satisfaction of the department head and the dean or director of the division.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

### **580-021-0020**

#### **Working Hours**

The varied nature of the work of academic and professional faculty members whose duties are administrative, instructional, research or extension makes it impractical to define the exact number of working hours. All such faculty members are required to give the institution their undivided efforts. Determination of time of service is the responsibility of the president or designee. However, this provision shall not apply to employees who are subject to state or federal overtime compensation requirements.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

### **580-021-0025**

#### **Outside Employment and Activities; Conflict of Interest**

1. No full-time employee of the university shall engage in any outside employment that substantially interferes with duties. See also IMD 4.005 and 4.010, Board and Institution Policy on Outside Activities and Related Compensation.
2. Institution employees shall provide written reports to the president or designee regarding potential conflicts of interest as defined under ORS 244.020(8). Complaints by any person regarding potential conflicts of interest may be referred for investigation to the president or Director of Internal Audit who shall investigate the complaint.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 6-1991, f. & cert. ef. 10-9-91; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0026**

##### **Participation in a Voluntary FTE Reduction Program**

During the period that any employee participates in a voluntary FTE reduction program authorized by the university, leave accruals and other benefits administered under this division will be calculated based upon the employee's FTE immediately prior to program participation and will not be reduced to reflect the reduction in FTE caused by the employee's participation in the program.

Hist.: OSSHE 8-2009, f. & cert. ef. 10-12-09

#### **580-021-0028**

##### **Fellowship Leave**

1. A fellowship leave is leave available to academic faculty members who have received certain fellowships that support research, writing, advanced study or travel related to scholarly or professional activities, including, but not limited to, Fulbright, NEA, NEH, Guggenheim, or other comparable federal or private fellowships, payable only to the academic faculty member.
2. Any academic faculty member appointed at .5 FTE or more may be granted a fellowship leave upon approval of the president or designee. In addition, the president or designee may authorize continuation of institutional health care coverage and payment of employer contribution toward health care or other personnel expenses during a fellowship leave.
3. Each academic faculty member, in applying for a fellowship leave, shall sign an agreement to return to the university for a period of at least one year's service on completion of the leave. If the academic faculty member fails to fulfill this obligation, the academic faculty member shall repay the full cost of benefits paid by the university during the leave. This amount is due and payable three months following the date designated in the university's fellowship leave agreement for the academic faculty member to return to the university.

Hist.: OSSHE 5-1999(Temp), f. & cert. ef. 9-24-99 thru 3-17-00; OSSHE 1-2000, f. & cert. ef. 2-23-00

## 580-021-0029

### Career Development Leave

Career development leave is available to employees as leave without pay, subject to the approval of the university.

Hist.: OSSHE 3-2005(Temp), f. & cert. ef. 3-14-05 thru 9-6-05; OSSHE 4-2005, f. & cert. ef. 8-24-05

## 580-021-0030

### Vacations

1. Eligibility. Vacation means absence from work permitting rest and recreation for a specified period of time during which regular compensation continues. Academic and professional faculty members gain vacation privileges only if employed at .50 FTE or more on a 12-month appointment. Academic and professional faculty members on a 9-month appointment who are subsequently appointed to a 3-month Summer Academic Pay appointment are not eligible for vacation privileges.
2. Computation. Eligible academic and professional faculty members accrue vacation on a monthly basis, beginning the first of the month following date of hire or on the first of the month if the individual is hired the first working day of the month. Vacation accrues on the last day of the month and is available for use the first day of the next month subject to the restrictions in section (3) of this rule. A 9-month academic faculty member appointed to a 12-month contract may receive credit for the previous 9-month contract, on a pro-rata basis. Eligible academic faculty members with a 12-month, 1.0 FTE contract and professional faculty members on 1.0 FTE continuous appointments accrue 15 hours of vacation per month; eligible employees on a .50 FTE or more contract accrue vacation in proportion to their FTE. An academic or professional faculty member who terminates employment before completing the 6-month wait period receives no vacation, and is not entitled to compensation for vacation accrued. On February 28, 1998, eligible employees shall be credited with vacation leave on a pro-rata basis at a rate of 14.67 hours per month as if monthly accrual had begun on their last vacation anniversary date or, for those employed fewer than 11 months, on their date of hire.
3. Wait Period and Maximum Balance. Vacation accrual is available to academic and professional faculty members for use six months after vacation accrual begins. Until September 1, 1999, there will be no maximum on the amount of vacation leave that an employee can accrue. However, effective September 1, 1999, no employee may accrue in excess of 260 hours, and any accrued vacation leave in excess of this cap will be forfeited.
4. Transfer
  - a. Inter-institutional/Unclassified to Unclassified. If an eligible academic or professional faculty member transfers to another unclassified position within the **Oregon public universities** and remains eligible for vacation accrual, the employee shall transfer all accrued vacation leave to the new position in accordance with each university's policies and applicable collective bargaining agreement(s). However, if there is a break in service for more than 30 days, all

accrued vacation pay will be paid off by the sending institution and the employee will be considered a new hire in the position. Moving from position to position within the same institution shall not be considered a transfer or a break in service for purposes of this rule.

- b. For purposes of this Rule, OHSU shall be considered an Oregon public university whereby an OHSU unclassified employee who "transfers to unclassified position within the Oregon public universities and remains eligible for vacation accrual," may, subject to each university's policies and applicable collective bargaining agreement(s), , transfer all accrued vacation time from OHSU to the university; upon such a transfer, the vacation benefits of a former OHSU employee shall be administered in accordance with this policy.
  - c. Classified to Unclassified Appointment. Subject to applicable collective bargaining agreement(s), if a classified employee of an Oregon public university receives an academic or professional faculty appointment at the University[?]and is eligible for vacation leave, the employee may bring up to 80 hours of accrued vacation leave; the university may accept up to 250 hours maximum. In accordance with each university's policies and applicable collective bargaining agreement(s), the former classified employee shall receive cash compensation from the sending institution for any remaining accrued vacation leave. The former classified employee may use accrued vacation without serving a 6 month wait period.
- 5. The accrual of vacation leave is reduced on a pro-rata basis for the period of leave without pay, sabbatical leave, and educational leave. Vacation leave is accrued during other periods of paid leave.
  - 6. Payment for Accrued Vacation Leave. Academic and professional faculty members are not entitled to payment for unused vacation leave except upon termination of employment. Academic and professional faculty members who transfer to a classified position within State of Oregon employment are subject to applicable rules or collective bargaining agreements governing payment for accrued vacation. The maximum number of hours that can be paid upon termination or transfer of an academic or professional faculty member is 180 hours.
  - 7. Scheduling and Use of Vacation Leaves. Vacation leaves are scheduled with the approval of the employee's supervisor and should be planned cooperatively with the employee. Vacation leave should be scheduled in such a manner as to minimize disruption to the university. Supervisors must be reasonable in allowing the use of vacation leave and may not unreasonably deny vacation requests where the result would be the forfeiture of accrued vacation. For purposes of calculation, one normal work day is the equivalent of eight hours of vacation leave for a full- time employee.
  - 8. Record Keeping. The university is responsible for maintaining the individual records of vacation accrual and use.
  - 9. Vacation Donation. The transfer of vacation time, for use by another academic or professional faculty member, is not permitted.
  - 10. Vacation Borrowing. Academic and professional faculty are not permitted to borrow against vacation that is not yet accrued.

Hist.: HEB 3-1978, f. & ef. 6-5-78; HEB 11-1984, f. & ef. 11-9-84; HEB 10-1990, f. & cert. ef. 7-26-90; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 4-1996, f. & cert. ef. 10-24-96; HEB 5-1996, f. & cert. ef. 12-18-96; OSSHE 2-1998, f. & cert. ef. 2-25-98; OSSHE 7-2001(Temp), f. & cert. ef. 12-5-01 thru 5-1-02; OSSHE 2-2002, f. & cert. ef. 5-1-02; OUS 8-2013(Temp), f. & cert. ef. 11-20-13 thru 3-13-14; Administrative correction, 3-18-14; OUS 1-2014, f. & cert. ef. 3-21-14; OSU ef. 9-14-2015.

## **580-021-0035**

### **Absence Due to Illness**

Reassignment of the work of an academic or professional faculty member incapacitated by illness over a period longer than one month must have the approval of the president or designee.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

## **580-021-0040**

### **Sick Leave Plan for Academic and Professional Faculty Members**

1. Eligibility. All full-time academic and professional faculty members will be credited with eight hours of sick leave for each full month of service, or two hours for each full week of service less than one month. Part-time academic and professional members employed .50 FTE appointment or more will be credited pro rata amount. Graduate assistants are eligible to accrue and use sick leave in accordance with state law and the applicable collective bargaining agreement. In addition, sick leave is not earned or used during sabbatical leave, educational leave or leave without pay. Sick leave credit shall be earned during sick leave with pay and during other periods of paid leave. There is no limit on the amount of sick leave that may be accrued.
2. Earned Sick Leave Use. Academic and professional faculty members who have earned sick leave credits must use the credits for any period of absence from service that is due to the employee's illness, injury, disability, necessity for medical or dental care, exposure to contagious disease or attendance upon members of the employee's immediate family (employee's parents, spouse, children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the academic or professional faculty member or the academic or professional faculty member's spouse. As an alternative, the academic or professional faculty member can request to be on sick leave without pay. The university may require a physician's certificate to support the sick leave claim for any absence in excess of 15 consecutive calendar days or for recurring sick leave use. The university may require a physician's certificate before allowing return to work to certify that the return would not be detrimental to the academic or professional faculty member or to others.
3. Recordkeeping. At the time and in the manner prescribed by the president or designee, each academic or professional faculty member covered by these provisions shall certify to the

officer designated the amount of sick leave earned and the amount of sick leave with pay used. Sick leave records will be maintained in an appropriate file at the university.

4. Sick Leave Without Pay. The president or designee may grant sick leave without pay for up to one year when the academic or professional faculty member has used all accrued sick leave with pay. The academic or professional faculty member must submit a written request for leave and shall be required to submit a physician's certificate. Extensions beyond one year may be granted on a year-by-year basis.
5. Unearned Sick Leave Advance. The purpose of this section is to provide salary continuance for up to 90 calendar days of absence due to illness through a combination of accrued and advance sick leave. Each full-time academic or professional faculty member is entitled to receive a sick-leave- with-pay advance as needed to provide the difference between sick leave earned as of the onset of the illness or injury and 520 hours; part-time academic or professional faculty members are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the difference between sick leave earned as of the onset of the illness or injury and a prorated 520 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time. No more than a 520-hour sick leave advance is available during a seven-year period that begins with the first sick leave advance. More than one sick leave advance is possible as long as the total advance does not exceed 520 hours during a seven-year period. Sick leave that may have been advanced, but unused, cannot be considered for purposes of computing retirement benefits. Academic faculty members on fixed term appointment cannot receive an advance that extends beyond the end date of the fixed term appointment except upon written approval of the president or designee.
6. Transfer and Termination. An academic or professional faculty member is entitled to transfer in unused sick leave earned with any other agency of the State of Oregon including sick leave earned in the classified service provided the break in service upon transfer does not exceed two years. An academic or professional faculty member who leaves employment with the State of Oregon and then returns is entitled to reinstate the previous unused, accrued sick leave. An academic or professional faculty member who terminates employment is not entitled to compensation for unused sick leave except in the calculation of the Public Employees' Retirement System (PERS) retirement benefit as provided in ORS 237.153. As used in this subsection, and for these purposes only, the term "any other agency of the State of Oregon" shall include and apply to the Oregon Health & Science University (OHSU).
7. Summer Appointments. Regular nine-month academic or professional faculty members employed to teach summer session or to work on summer wage appointments are eligible to accrue and to use sick leave during the period of such appointment consistent with applicable law.
8. Workers' Compensation Integration. The purpose of this section is to insure that an academic or professional faculty member who receives a workers' compensation payment for lost time resulting from a compensable job-related illness or injury and salary paid for the same period of time does not exceed the academic or professional faculty member's regular salary for that period, and that paid leave is not charged for the payment received from workers' compensation:
  - a. Salary paid for a period of sick leave that is taken as the result of a job-related illness or injury compensable under workers' compensation shall be equal to the



difference between the worker's compensation benefit for lost time and the academic or professional faculty member's regular salary for the period for which the benefit is being paid. An academic or professional faculty member who is receiving workers' compensation time loss benefits can choose to use a prorated amount of accrued sick leave or a prorated amount of other accrued paid leave or sick leave without pay. Should an academic or professional faculty member elect to use other accrued paid leave for this purpose, instead of sick leave, the salary paid for this period shall be the difference between the workers' compensation benefit paid for lost time and the academic or professional faculty member's regular salary for the period for which the benefit is being paid. In such instances prorated charges will be made against the accrued paid leave;

- b. An academic or professional faculty member is not entitled to keep both salary, including paid leave, and workers' compensation benefits if the total exceeds the employee's regular salary. The university is responsible for coordinating the proration of salary, including sick leave or other paid leave, with workers' compensation lost time benefits. The university is entitled and is responsible to recover any salary overpayment that may have occurred. An academic or professional faculty member who receives a regular salary payment and a workers' compensation lost time benefit payment shall immediately notify the university payroll or other designated officer of such overpayment and shall return promptly to the university the amount of the salary overpayment. The university shall recover the amount of salary overpayment through payroll deduction or by cash payment according to existing university procedures.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 6-1984, f. & cert. ef. 7-16-84; HEB 2-1985, f. & cert. ef. 3-4-85; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96; OSSHE 6-2001(Temp), f. & cert. ef. 12-5-01 thru 5-1-02; OSSHE 3-2002, f. & cert. ef. 5-1-02

## **580-021-0041**

### **Transfer of Accumulated, Unused Sick Leave**

1. Academic and professional faculty members may transfer unused accumulated leave balances between the state public universities, OHSU and state agencies, subject to sick leave transfer provisions in (3) and (4), and applicable collective bargaining agreements.
2. For purposes of this rule, a "state agency" includes all state agencies in the executive, judicial, or legislative departments of the State of Oregon. Other than the public universities and OHSU, special government bodies (which includes but is not limited to community colleges, school districts, and education service districts) are not considered state agencies for purposes of this rule. Local government public employers other than state agencies are likewise ineligible to transfer unused leave to or from the university.
3. Assumption of Funding Liability. Hiring agencies and departments assume funding liability for sick leave transferred under the provisions of this rule.
4. Sick Leave. The full amount of accumulated, unused sick leave available at the time an employee separates from service may be transferred to a state public university or state

agency when the employee is hired. Unearned, advanced sick leave that results in a negative sick leave balance is neither transferred nor accepted by state public universities.

- a. Accumulated, unused state agency sick leave earned during employment with a state agency, including leave earned in classified service, may be transferred to the university if the break in service does not exceed two years, subject to approval of the university.
- b. Accumulated, unused sick leave earned during employment with the university shall be transferred to the hiring state public university or state agency if the break in service does not exceed two years, subject to the rules of the state public university or state agency.

Hist.: OSSHE 1-2004(Temp), f. & cert. ef. 4-6-04 thru 10-2-04; OSSHE 8-2004, f. & cert. ef. 9- 29-04

## **580-021-0044**

### **Use of Employees' Social Security Numbers**

1. The university shall comply with the requirements of Section 7 of the Privacy Act of 1974 when requesting disclosure of an employee's Social Security Number. Pursuant to its authority the university may request that employees furnish valid Social Security Numbers for mandatory and voluntary uses, subject to the use and disclosure provisions of the Privacy Act.
2.
  - a. The university may require disclosure of an employee's Social Security Number for mandatory uses as provided for under Section 7(a)(2) of the Privacy Act, including:
    - A. Use and disclosure for certain program purposes, including disclosure to the Internal Revenue Service, the Social Security Administration, the Federal Parent Locator Service, the Department of Veterans Affairs, the Bureau of Citizenship and Immigration Services, Aid to Families with Dependent Children, Medicare and Medicaid, Unemployment Insurance, Workers Compensation, and, in appropriate cases, epidemiological research.
    - B. Administration and accounting purposes including the payment of state, federal and local payroll taxes; withholdings for FUTA and FICA; calculation and applicable reporting of pre-tax salary deductions for benefits including, but not limited to, IRC 117 and IRC 127 scholarship and educational assistance programs; IRC 457 deferred compensation and IRC 403(b) tax- sheltered annuity plans; IRC 401(a) retirement plans; IRC 132 pre-tax parking and transit plans, IRC 125 flexible spending account or cafeteria plans; or IRC 105 or 106 health reimbursement arrangements.

- C. To the extent required by federal law, an employee's Social Security Number may be provided to a foreign, federal, state, or local law enforcement agency for investigation of a violation or potential violation of a law for which that entity has jurisdiction for investigation or prosecution.
  - b. The university may request voluntary disclosure and consent to use an employee's Social Security Number for the following purposes: internal verification and identification for personnel administration, employment-related background checks, payroll records, enrollments or elections for participation in campus programs and services provided by the university.
  - c. The university may request voluntary disclosure and consent to use the Social Security Number of an employee or the spouse, partner or dependent of the person requesting participation, as required by the administrator of each record-keeping system, benefit, program or service.
- 3. A request for disclosure of an employees' Social Security Number will notify the employee:
  - a. Whether disclosure is mandatory or voluntary;
  - b. Under what statutory or other authority the social security number is requested;
  - c. What specific use or uses will be made of the number; and
  - d. What effect, if any, refusal to provide the number or to grant consent for a voluntary use as described above in (2)(b) and (c) will have on an individual.
- 4. An employee's Social Security Number may not be put to a voluntary use as described above in (2)(b) and (c) unless the employee has granted consent for that use. If, after having provided notice and received consent to use an employee's Social Security Number for specified purposes, the university wishes to use the Social Security Number for additional purposes not included in the original notice and consent, the requesting entity must provide the employee notice and receive the employee's consent to use the number for those additional purposes
- 5. An employee's refusal to permit a voluntary use of their Social Security Number will not be used as a basis to deny the employee a right, benefit, or privilege provided by law.
- 6. The president or designee will develop a model disclosure and consent form for use by the university. The university may use a disclosure and consent form that differs from the model form only if:
  - a. The differences are required to satisfy specific programmatic requirements or the entity's particular administrative needs, and
  - b. The form complies with all requirements of the Privacy Act of 1974 and this rule.

580-021-0045

### Conditions of Employment on Gift, Grant and Contract Funds

1. The president shall determine whether academic or professional faculty members whose employment is financed primarily by gifts, grants or contracts shall be subject to the provisions of this policy regarding vacations, sick leave, tenure, promotion, sabbatical leave and timely notice of nonrenewal or termination of employment, if otherwise applicable to their position type.
2. Provisions of this policy that do not apply to a particular employee, and any substitute provisions, shall be specifically identified in the notice of appointment.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 2-1980, f. & cert. ef. 4-18-80; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

580-021-0050

### Grievance Procedures

1. The university shall adopt, in consultation with faculty advisory committees including women and minority faculty appropriate grievance procedures. **The University recognizes this as a distinct grievance process from grievance processes negotiated with a certified bargaining unit and contained within a collective bargaining agreement.** The grievance procedures shall apply to all academic and professional faculty members.
2. For purposes of this rule and 580-021-0055:
  - a. "Grievance" means a complaint by an academic or professional faculty member that the employee was wronged in connection with compensation, tenure, promotion or other conditions of employment or the employee's rights were denied as to reappointment, if any;
  - b. "Other conditions of employment" shall include, but not necessarily be limited to: violations of academic freedom; discriminatory employment practices; nondiscriminatory employment practices; and laws, rules, policies, and procedures under which the university operates. However, challenges to disciplinary actions or procedures by academic faculty members shall be raised under 580-021-0320. Procedural, discriminatory or retaliation challenges to disciplinary actions by professional faculty members must be raised under the [insert prof fac policy title here];
  - c. "Days" mean calendar days unless expressly designated otherwise.
3. The university's grievance procedures shall:
  - a. Set out the details of a grievance procedure appropriate to the university;
  - b. Include both informal and formal steps. The formal steps shall include an appropriate administrator, a faculty committee (at the option of the grievant) and the president. The university may (at its option) provide a grievance officer.

However, a grievance may be resolved at any step. In a formal grievance, all complaints, responses and decisions must be in writing;

- c. Establish time limits within which a grievance must be filed and for each step that will permit timely resolution of issues. Informal grievances shall receive a response within 15 days. In no instance shall the length of time between the presentation of the written grievance and the final university decision be more than 180 days, unless agreed to by the grievant. In the event a decision is not made at any level within the designated time limit, the grievant may submit the grievance to the next step;
  - d. Provide for a hearing, at the option of the grievant, by a faculty committee selected by the faculty at the university.
  - e. Provide for the appointment by the president of an administrative officer, or officers, (grievance officer) to receive and act upon the recommendations of the faculty committee. The university may, alternatively, opt to have the president receive and act upon the recommendations of the faculty committee.
4. The university may elect not to proceed with a grievance if the grievant also seeks resolution in another forum, including a collective bargaining agreement grievance or arbitration process.
5. The university shall adopt rules of procedure for the faculty committee that allow for:
- a. A meaningful opportunity for the grievant to be heard;
  - b. An opportunity for each party to present evidence, argument and rebuttal;
  - c. The right to representation for each party at that party's expense;
  - d. A hearing open to the public at the option of the grievant to the extent allowed by law;
  - e. Written conclusions, based only upon evidence presented at the hearing; and
  - f. Access by each party to a complete record of the hearing.
6. The faculty committee shall make recommendations regarding the disposition of the grievance to the grievance officer or president (depending on the university's election).
7. Unless the grievance is resolved at a lower level, the president or grievance officer (depending on the university's election), shall review the recommendations of the faculty committee, if any, and the president or grievance officer shall issue a decision.
8. If the president or grievance officer (depending on the university's election) rejects or modifies the recommendations of the faculty hearing committee, the reasons shall be stated in writing, and a copy provided to the grievant and to the hearing committee.
9. Where the university has opted to use a grievance officer, the grievant may appeal the decision of the grievance officer to the president pursuant to 580-021-0055.

10. Under either option as set forth above, and except as set forth herein, the decision of the president shall be final, and shall be an exhaustion of grievant's administrative remedies with the university. If the grievance involves the president or where the president is the immediate supervisor of the grievant, then the appeal, set forth in section 9, shall be provided to the Chair of the Board of Trustees(all other provisions of this rule shall otherwise apply).
11. Nothing contained in this policy shall be construed to limit the right of the university to make such inquiry and review into personnel actions as it may from time to time deem, in its sole discretion, appropriate.
12. . Academic Faculty members may choose to pursue a grievance through either the Faculty Senate grievance procedure, as specified herein, or the applicable grievance process as defined by the collective bargaining agreement.
13. After consultation with the appropriate faculty committees and approval of the president or designee, the university shall adopt its rules by October 1, 2001.
14. The university shall report annually to the president beginning July 2002, on the number, basis and outcome of all formal grievances filed under this policy.

Hist.: HEB 5-1987, f. & cert. ef. 6-5-87; HEB 7-1987, f. & cert. ef. 12-11-87; HEB 6-1988, f. & cert. ef. 7-5-88; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96; OSSHE 2-2001, f. & cert. ef. 4-27-01

## **580-021-0055**

### **Appeal of Grievance Decisions**

1. Where the university has opted to utilize the process of decision by a grievance officer as set forth in 580-021-0050(3)(e), a grievant may request review by the president of a decision described in 580-021-0050(7). The president shall review the record of the grievance. The president shall decide, based on their own review, whether to support the grievance officer's decision. The president's decision must be reached within 90 days of the date on which the request is received in the President's Office.
2. A request for review by the president shall be in writing and must be received in the President's Office within 15 days of the grievant's receipt of the grievance officer's decision. The request shall briefly state the basis for the request for review and the specific facts that would support action by the president consistent with section(4) of this provision. The request shall include a copy of the grievance officer's decision.
3. Review by the president shall consist of an examination of the record of the grievance. The president may elect to receive additional written or oral presentations from the grievant and the grievance officer.
4. The president shall not reverse a decision of a grievance officer unless:
  - a. Procedural error was committed by the university during the grievance procedure and the error resulted in prejudice to the grievant;

- b. The decision of the grievance officer is not supported by substantial evidence; or
  - c. The decision is in conflict with applicable rules or law.
5. The president's decision shall be in writing and shall be sent to the grievant and the grievance officer.

Hist.: HEB 7-1988, f. & cert. ef. 7-5-88; HEB 1-1993, f. & cert. ef. 2-5-93; OSSHE 2-2001, f. & cert. ef. 4-27-01

## **TENURE AND PROMOTION**

**580-021-0100**

### **Kinds of Academic Faculty Member Appointments**

1. Appointments authorized by the university for academic faculty members are: fixed-term appointments, tenure- related appointments (tenure-track and indefinite tenure:
  - a. Fixed-term appointments:
    - A. Fixed-term appointments are appointments for a specified period of time, as set forth in the notice of appointment. The academic faculty member thus appointed is not on the tenure track and the timely notice provisions do not apply;
    - B. Fixed-term appointments may be made and are renewable at the discretion of the president;
    - C. Fixed-term appointments are designed for use at the discretion of the president or designee in such cases as, but not limited to, appointments of visiting academic faculty (or similar category); academic faculty members whose support wholly or principally comes from gift, grant or contract funds, the cessation of which funding would eliminate the budget base for the position in question; part- time academic faculty; and academic faculty appointments during an initial probationary period where a university policy has been adopted or negotiated that establishes such probationary period. Fixed-term appointments offered to visiting academic faculty or similar category shall not exceed a total of seven years;
    - D. University staffing plans shall define the characteristics, proper use and appropriate limits on use of visiting academic faculty or similar category.
  - b. Tenure-related appointments:
    - A. Annual tenure appointments are appointments given to academic faculty employed .50 FTE or more whom the university considers to be on the tenure track, in that, on completion of an appropriate probationary period, they will be evaluated and considered for appointment to indefinite tenure. If the initial annual tenure appointment or successive annual tenure appointments are to be terminated otherwise than for cause or for financial exigency, timely notice shall be given the academic faculty member;

- B. Indefinite tenure appointments are appointments given selected academic faculty members having an appointment of .50 FTE or more. Such appointments are made by the president in witness of the university's formal decision that the academic faculty member has demonstrated such professional competence that the university will not henceforth terminate employment except for cause, financial exigency, or program or department reductions or eliminations.
2. "Tenured" faculty, as referred to in this policy, are academic faculty members who have been awarded indefinite tenure.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 7-1981(Temp), f. & cert. ef. 9-15-81; HEB 12-1981, f. & cert. ef. 11-20-81; HEB 5-1983, f. & cert. ef. 12-1-83; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0105**

### **Eligibility of Academic Faculty Members for Indefinite Tenure**

1. Indefinite tenure may be awarded to academic faculty members employed on appointments of .50 FTE or more as senior instructor, assistant professor, associate professor or professor, if otherwise qualified in accordance with university criteria and applicable policies.
2. When indefinite tenure is awarded, there shall be a statement in the academic faculty member's personal file that the tenure appointment relates only to that FTE level specified in the notice of appointment for the year indefinite tenure is to become effective. For the indefinite tenure appointment to take effect, the statement concerning indefinite tenure must be signed by the academic faculty member and by the university officer authorized by the president to sign such statements. Alteration in the initial commitment may be by mutual consent of the academic faculty member and the university or by action provided for elsewhere in applicable university policies or standards.
3. Standards of performance and scholarly quality shall be the same for part-time and full-time academic faculty members.
4. Academic faculty members on a full-time tenure appointment may, by mutual agreement of the faculty member and the president or a designee, be given reduced appointments of less than 1.0 FTE under terms and conditions mutually agreed to in writing by the academic faculty member and the president or a designee.
5. Indefinite tenure shall be awarded to academic faculty of demonstrated professional competence by the president under terms and conditions set forth in the university's standards and policies.
6. Tenure is reaffirmed as being institution-based. Academic faculty having achieved tenure status in one state public university cannot thereby claim tenure in another state public university. Probationary years of service in one university may be counted toward probationary service requirements in the university only with the university's written approval.



Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

**580-021-0110**

**Initial Appointment and Probationary Service for Academic Faculty Members on Tenure-Related Appointments**

1. All academic faculty members on tenure-related appointments of .50 FTE or more, except as provided below, shall be appointed initially on one-year appointments.
2. Awarding of tenure to full-time academic faculty, except as provided below, shall involve assessment of the academic faculty member's performance each year during the probationary period, and assessment of performance over not less than five consecutive years (counting the year at the end of which tenure is granted). An additional probationary year may be required by the president, following that, if the academic faculty member is not awarded tenure, terminal notice shall be given, except as provided elsewhere in this policy.
3. The probationary period for regular part-time academic faculty employed .50 FTE or more in a tenure-related appointment shall be the same as for full-time academic faculty, except that it shall be calculated in terms of FTE years rather than calendar years.
4. Notwithstanding sections (2) and (3) of this provision, the president or designee may in special circumstances consider for tenure any probationary academic faculty member of the rank of assistant professor or higher, prior to completion of the normal probationary period, when, following a performance evaluation of the academic faculty member, a finding is made that such an early award of tenure would be to the advantage of the university. In no event will the first consideration for tenure occur later than in the fifth year.
5. Academic faculty members given an initial appointment at the rank of full professor may be granted tenure on appointment, at the discretion of the president. In unusual cases, and only when specifically approved by the president or designee, associate professors may be given tenure on initial appointment.
6. At the time of initial appointment, a mutually acceptable written agreement shall be reached between the academic faculty member and the president or a designee, subject to applicable delegation of authority, as to the extent to which prior experience of the academic faculty member shall be credited toward the probationary period required before the academic faculty member may be considered for tenure. The terms of the agreement shall be included in the notice of appointment.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

**580-021-0115**

**Consecutive Annual Appointments for Academic Faculty Members**

A series of annual appointments shall be considered consecutive whether or not interrupted by one or more official leaves of absence. An official leave of absence does not count as a year of service for purposes of tenure, nor does it prejudice the academic faculty member's right to consideration for tenure for service actually rendered.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

#### **580-021-0120**

##### **Seventh Annual Appointment for Academic Faculty Members**

A full-time academic faculty member on annual tenure-related appointment for a sixth consecutive year shall be awarded indefinite tenure commencing the seventh consecutive year or given notice of termination effective at the end of the seventh year.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

#### **580-021-0125**

##### **Appointment of Regular Part-Time Academic Faculty Members Beyond the FTE Equivalent of the Sixth Consecutive Year**

An academic faculty member on a part-time annual tenure-related appointment of .50 FTE or more during each full academic year for a sufficient number of years to equal six or more years of full-time service may be reappointed under one of the following conditions:

1. With indefinite tenure at the FTE level specified in the notice of appointment for the year indefinite tenure is to become effective;
2. With notice of termination effective at the end of the next year. Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

#### **580-021-0130**

##### **Exceptions**

The provisions of 580-021-0105, 580-021-0110, 580-021-0115, 580-021-0120, and 580-021-0305 shall apply to all tenure-related appointments for academic faculty members unless in individual cases there is a specific written agreement to the contrary between the university and the academic faculty member. The agreement to the contrary shall be incorporated or referred to in the notice of appointment.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0135**

### **Criteria for Academic Faculty Member Evaluation**

1. Criteria for academic faculty evaluation, developed with the participation of appropriate faculty and university councils, shall be established:
  - a. As a guide in evaluating academic faculty in connection with decisions on reappointment, promotion, and tenure;
  - b. As a basis for assessing those aspects of the academic faculty member's performance in which improvement is desirable, whether the academic faculty member is tenured or nontenured, with a view to stimulating and assisting the academic faculty member toward improvement through the resources available under the university's career support plan.
2. The criteria shall reflect the primary functions for which the university was established, namely:
  - a. Instruction;
  - b. Research accomplishments and other scholarly achievements, or where relevant, other creative and artistic achievement;
  - c. Professionally related public service, through which the university and its academic faculty members render service to the public (i.e., individuals, agencies, or units of business, industry, government);
  - d. Institutional service, including, but not limited to, contributions made toward departmental, college, or university governance, service to students through student welfare activities such as individual student advising, advising with student organizations or groups and similar activities.
3. The criteria shall provide guidelines for sources and kinds of data that are appropriate as a basis for effective academic faculty evaluation at each administrative level (e.g., department, college, university) and in each area (e.g., teaching, research, scholarly activity, service, etc.) where academic faculty evaluations are required. Specific provision shall be made for appropriate student input into the data accumulated as the basis for reappointment, promotion, and tenure decisions, and for post-tenure review. Sources of such input shall include, but need not be limited to, solicitation of student comments, student evaluations of instructors and opportunities for participation by students in personnel committee deliberations.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

**580-021-0140**

### **Post-Tenure Review for Academic Faculty Members**

1. Tenured academic faculty members shall be evaluated periodically and systematically in accordance with guidelines developed by the university.

2. The purposes of post-tenure review are to:
  - a. Assure continued excellence in the academy;
  - b. Offer appropriate feedback and professional development opportunities to tenured academic faculty;
  - c. Clearly link the level of remuneration to academic faculty performance; and
  - d. Provide accountability to the university, public, and Board of Trustees.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 5-1996, f. & cert. ef. 12-18-96; OSSHE 1-1999, f. 2-24-99, cert. ef. 3-1-99

## **SABBATICAL LEAVE**

### **580-021-0200**

#### **Purposes of Sabbatical Leave**

Sabbatical leave is granted to academic faculty members for purposes of research, writing, advanced study, travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. Sabbatical leave is a privilege and not a right. It is granted only when it can be shown that the applicant is capable of using this period in a manner that will thereafter increase the applicant's effectiveness to the university.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; section (2)  
Renumbered to 581-021-0245; HEB 1-1993, f. & cert. ef. 2-5-93

### **580-021-0205**

#### **Eligibility for Sabbatical Leave**

1. An academic faculty member appointed at .5 FTE or more, with the rank of Senior Instructor, Assistant Professor, Associate Professor, Professor, Research Associate or Senior Research Associate may be considered for sabbatical leave:
  - a. After having been continuously appointed without interruption by a sabbatical leave for 18 academic quarters (excluding Summer Session) or, in the case of 12-month academic faculty, 72 months; or
  - b. After having accumulated the equivalent of 6.0 FTE years over an indefinite period of 9-month or 12-month appointments uninterrupted by a sabbatical leave.
  - c. Prior service at the ranks of Instructor, Lecturer or Research Assistant, when leading to a promotion to a higher rank, may be considered by the president as part of the period of accumulated service for the purposes of the time requirement for sabbatical eligibility.

2. A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. A one-year period of appointment at less than .5 FTE will count as a period of accumulated service for purposes of the time requirement for sabbatical eligibility. An authorized leave of absence will not prejudice the academic faculty member's eligibility for sabbatical leave. Academic faculty members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in subsections (1)(a) or (b) of this provision. Cases involving mixed terms of service may be adjusted by the president or the president's designee, in accordance with the principles set forth in this policy.
3. For the university's convenience, and at the initiative and sole discretion of the university, a sabbatical leave may be delayed by up to two years. In such instances, the academic faculty member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. This section applies to a maximum of 14 consecutive years, covering two possible sabbatical leaves. The same agreement may be negotiated, again for the university's convenience, in subsequent 14-year periods.
4. For purposes of determining eligibility for sabbatical leave, time spent on an authorized military leave from the university shall be considered as university service.
5. Salary received by an academic faculty member during a sabbatical shall be calculated as follows:
  - a. Salary under subsection (1)(a) of this provision shall be a percentage (determined by 580-021-0225 or 580-021-0230) of the academic faculty member's annual rate multiplied by the average FTE at which the academic faculty member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave. The president shall have the authority and discretion to interpret special circumstances in this regard. For purposes of this subsection, eligibility years are the 18 academic quarters (excluding Summer Session) or in the case of 12-month academic faculty, 72 months of continuous employment at half-time or more that result in the academic faculty member's eligibility for sabbatical leave under subsection (1)(a) of this provision.
  - b. Salary under subsection (1)(b) of this provision shall be a percentage (determined by 580-021-0225 or 580-021-0230) of the academic faculty member's annual rate in effect at the time the sabbatical leave begins.
  - c. If during the period of sabbatical leave the university allocates salary increases to its academic faculty members, the annual rate of the academic faculty member on sabbatical leave will be increased by the appropriate amount effective on the date that the salary increase was granted.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 4-1987, f. 4-22-87, ef. 7-1-87; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

**580-021-0210**

### **Approval and Revisions of Sabbatical Leave Agreements**

1. Sabbatical leave shall be granted only if approved by the president or designee.
2. Revision of the sabbatical leave program or other terms and conditions of the agreement shall be approved by all parties to the original agreement.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; HEB 1-1993, f. & cert. ef. 2-5-93

#### **580-021-0215**

##### **Sabbatical Leave Reports**

At the end of the sabbatical leave, the academic faculty member shall submit a report of the accomplishments and benefits resulting from the leave, filing copies with the department head, the dean and the president.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0220**

##### **Obligation to Return**

Each academic faculty member, in applying for sabbatical leave, shall sign an agreement to return to the university for a period of at least one year's service on completion of the leave. If an academic faculty member fails to fulfill this obligation, the academic faculty member shall repay the full salary paid during the leave plus the health care and retirement contribution paid by the university on behalf of the academic faculty member during the leave. This amount is due and payable three months following the date designated in the sabbatical agreement for the academic faculty member to return to the university.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; HEB 1-1993, f. & cert. ef. 2-5-93

#### **580-021-0225**

##### **Length of Sabbatical Leave for Academic Faculty on Academic-Year Appointments**

Eligible academic faculty members employed on an academic-year basis are eligible for one of the following types of sabbatical leave:

1. One academic year (three terms) on 60 percent salary during the period of sabbatical leave;
2. Two-thirds of an academic year (two terms) on 75 percent salary during the period of sabbatical leave;
3. One-third of an academic year (one term) on 85 percent salary during the period of sabbatical leave.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1983, f. & cert. ef. 1-19-83; HEB 3-1984, f. & cert. ef. 3-21-84; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0230**

##### **Length of Sabbatical Leave for Academic Faculty on Fiscal-Year Appointments**

Eligible academic faculty employed on a fiscal-year basis are eligible for one of the following types of sabbatical leave:

1. One year (12 months) on 60 percent salary during the period of sabbatical leave;
2. Two-thirds of a year (eight months) on 75 percent salary during the period of sabbatical leave;
3. One-third of a year (four months) on 85 percent salary during the period of sabbatical leave.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1983, f. & cert. ef. 1-19-83; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0235**

##### **Cost of Sabbatical Leaves**

The cost of granting a sabbatical leave shall be financed within the funds allotted to the unit that employs the academic faculty member.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

#### **580-021-0240**

##### **Supplementing of Sabbatical Incomes**

Academic faculty members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms to the stated and approved purposes of the sabbatical leave.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90

## **RESIGNATIONS AND TERMINATIONS**

## **580-021-0300**

### **Resignations**

Notice of resignation by an academic faculty member shall be submitted to the supervisor as early as possible but in no event later than one month before the resignation is to take effect.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0305**

### **Timely Notice**

1. If any appointment of a full-time academic faculty member who is on an annual tenure appointment as defined in 580-021-0100(1)(b)(A) is not to be renewed for reasons other than for cause or financial exigency, timely notice of nonrenewal shall be given in writing as follows: during the first annual appointment, by March 15 for those whose contracts expire June 15, or at least three months' notice given prior to expiration of the appointment; during the second year of service, by December 15 for those whose contracts expire on June 15, or at least six months given before expiration of the appointment; in the third and subsequent years, at least 12 months' notice that may be given at any time. In the event that notice is given to academic faculty members who are in the first or second year of an annual tenure appointment after the prescribed deadline, they shall also receive 12 months' notice of nonrenewal.
2. Timely notice shall be given to part-time academic faculty members on annual appointments on the same basis as to full-time academic faculty members cited above, except that the length of timely notice for part-time academic faculty members shall be calculated in terms of FTE years of service rather than in calendar years.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 4-1989, f. & cert. ef. 6-20-89; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0310**

### **Terminations**

Terminations of academic and professional faculty can be either for cause or not for cause. The following provisions regarding terminations for cause and other sanctions apply to all academic faculty members, both those having indefinite tenure and those not having indefinite tenure. **The provisions of 580-021-0310 through 580-021-0470, excepting provision 580-021-0318, do not apply to professional faculty. For more information on Professional Faculty Termination for Cause, visit [XX] or for Professional Faculty Termination Not for Cause, visit [XX].**

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

## **580-021-0315**



## **Termination Not for Cause of Academic Faculty Members**

Details related to termination for academic faculty whose appointment is covered by the collective bargaining agreement are contained within the agreement. Therefore, this section applies only to academic faculty members whose appointment(s) is not covered by the faculty collective bargaining agreement. Termination not for cause is defined as any termination other than for cause as set forth in 580- 021-0320:

### **1. Academic Faculty Members with Indefinite Tenure:**

- a. The appointment of an academic faculty member with indefinite tenure will not be terminated for reasons other than for cause, except for the following reasons:
  1. Terminations not for cause may occur from programmatic or curricular changes resulting in the elimination, reorganization, or reduction in size of an academic unit. The University will follow established policy and procedures regarding elimination, reorganization, and reduction in size of academic units. In the event of discontinuance of admission to an academic unit, the University will treat the discontinuance as it would the elimination of an academic unit, consistent with established policies and procedures.
  2. Terminations not for cause may occur for financial exigency upon a bona fide determination by the President that sufficient funds are not available for payment of compensation to all tenured faculty and to all other faculty until the end of their current appointment.

Before the appointment of any academic faculty member on indefinite tenure can be terminated, a bona fide determination will be made based upon the aforementioned reasons.

- b. University procedures relating to program or department reductions or eliminations shall reflect a regard for the rights of the affected academic faculty member, and such procedures may not be used as a substitute for the provisions of 580-021-0325 through 580-021-0385 that set forth the procedural protections to be accorded academic faculty members;
- c. If a tenured academic faculty member's appointment is terminated or if the appointment of a nontenured academic faculty member is terminated before the end of the period of appointment because of financial exigency, or because of program or department reductions or eliminations, the released academic faculty member's place will not be filled by a replacement within a period of two years, unless the released academic faculty member has been offered reappointment and a reasonable time within which to accept or decline it;
- d. If the academic faculty member cannot be retained either in the position in which presently employed or in some alternate position, maximum possible notice of termination shall be provided the academic faculty member being terminated for financial exigency, and in the case of academic faculty terminated because of program or department reductions or eliminations not demonstrably related to a state of financial exigency, 12 months' notice shall be given.

2. Academic Faculty Members without Indefinite Tenure. Appropriate notice of termination shall be provided academic faculty members holding annual tenure appointments as set forth in 580-021-0305. If the employment of such academic faculty member is being terminated for financial exigency or program or department reductions or eliminations so as to render impossible the provision of notice as set forth in 580-021-0305, maximum possible notice will be provided.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0318**

### **Other Personnel Actions Not for Cause**

Personnel may be transferred or reassigned within the university in accordance with the personnel needs of the university or its units. Such personnel actions should not be considered sanctions for cause for academic faculty members unless they result from actions described in 580-021-0325, the applicable collective bargaining agreement, or, if for professional faculty members, the Professional Faculty Discipline and Termination for Cause policy.

Hist.: HEB 1-1984, f. & cert. ef. 1-13-84

## **580-021-0320**

### **Termination and Other Sanctions for Cause of Academic Faculty Members**

The appointment of a tenured or nontenured academic faculty member may be terminated, or other sanctions imposed, for cause. Details related to termination, or other sanctions imposed for cause, for academic faculty whose appointment is covered by the collective bargaining agreement, are contained within the agreement. Therefore, these sanctions for cause sections [Sections 580-021-0325 through 580-021-0470] apply only to academic faculty members whose appointment(s) is not covered by the faculty collective bargaining agreement. Sanctions for cause include oral or written warning or reprimand, removal from an assigned post and reassignment, suspension for a period not to exceed one year and termination. Sanctions more severe than oral or written warning or reprimand shall be imposed in accordance with the procedure in 580-021-0325 through 580-021-0385. Sanctions of oral or written warning or reprimand may be imposed in accordance with university procedures.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0325**

1. "Cause" shall mean
  - a. Conviction of a felony or of a crime involving moral turpitude during the period of employment by the university (or prior thereto if the conviction was willfully concealed in applying to the university for employment);

- b. Conduct proscribed by 580-022-0045; or
  - c. Failure to perform the responsibilities of an academic faculty member, arising out of a particular assignment, toward students, toward the faculty member's academic discipline, toward colleagues or toward the university in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities and protecting the health and safety of persons in the university community.
2. Evidence to demonstrate cause under the standard set forth in subsection (1)(c) of this definition of "cause" may include, but is not limited to, evidence of incompetence; gross inefficiency; default of academic integrity in teaching, research or scholarship; intentional or habitual neglect of duty and failure to perform adequately for medical reasons.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0330**

##### **Initiation of Formal Proceedings**

If the president determines that there is probable cause to impose a sanction or sanctions more severe than an oral or written warning or reprimand on an academic faculty member, the president shall attempt to reach a satisfactory resolution of the matter. If no satisfactory resolution is reached within a reasonable time, the president shall authorize the preparation of formal charges in accordance with university procedure. The charges shall specifically state the facts believed to constitute grounds for imposition of a sanction or sanctions. The person authorized to prepare the charges shall not participate in evaluating the charges. Charges shall be filed with the president, and a copy personally delivered, or sent by certified mail, to the academic faculty member within ten days after the authorization of preparation of charges. The charges or a notice accompanying the charges shall inform the academic faculty member of the right to a formal hearing on the charges and of the academic faculty member's duty to notify the president within ten days after the charges have been delivered or sent whether such hearing is desired.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

#### **580-021-0335**

##### **Temporary Suspension of Academic Faculty Member**

No restraints shall be placed on the academic faculty member between the filing of charges and the president's action on the hearing committee's report. However, if at any time during the pendency of charges against an academic faculty member, the president makes a written finding stating the reason that there is a clear and present danger that the academic faculty member's continued performance of duties will be harmful to the university, to the academic faculty member or to the public at large, the president may suspend the academic faculty member, without loss of compensation, from some or all duties.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0340**

### **Academic Faculty Member's Request for a Formal Hearing**

Within ten days after the personal delivery or mailing of a copy of the charges to the academic faculty member, the academic faculty member who is so charged shall state in writing to the president whether a formal hearing on the charges is desired. This ten-day period may be reasonably extended by the president. If the academic faculty member requests in writing that a formal hearing not be held, the president may impose an appropriate sanction or sanctions on the academic faculty member to be effective as determined by the president. The president shall promptly give written notice thereof to the academic faculty member provided, however, that the appointment of an academic faculty member shall not be terminated except as provided in 580-021-0365.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0345**

### **Hearing Committee**

Unless the academic faculty member requests in writing that a formal hearing on the charges not be held, such hearing shall be held before a special ad hoc committee of from three to five members. Committee members shall be selected in the following manner: the advisory council, faculty senate or other proper elective faculty body shall appoint one or more permanent panels each consisting of ten faculty members; from one, or if necessary, two, of the permanent panels, the same elective body will name from three to five to serve as the hearing committee. The academic faculty member and the administration are each allowed one peremptory challenge; a committee member so challenged will then be replaced from the same panel or panels of ten each by the elective body initially charged with impaneling. The committee shall be constituted promptly and shall complete the hearing and its report within 30 days of its constitution, if possible. The hearing committee shall elect a chair from among its members.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0350**

### **Conduct of Hearing**

1. The committee shall set a date for the hearing, giving the academic faculty member and the administration sufficient time to prepare the case. The academic faculty member and the administration shall have the option of assistance by counsel, both in preparing for and at the hearing. Not less than one week before the hearing date, the academic faculty member shall file with the committee any written statement regarding the case. The committee shall review the charges and the academic faculty member's statement, if any, prior to the hearing.
2. The committee shall consider the case on the basis of the obtainable information and decide what, if any, sanction or sanctions it will recommend be imposed on the academic faculty

member. The academic faculty member shall have the option of a public or private hearing. The conduct of the hearing shall be under the control of the committee chair, subject to the requirements of this chapter and the procedure of the committee. The committee chair shall have the powers of a hearing officer as defined in 580-021-0425.

3. A verbatim record of the hearing shall be kept. At the hearing, the committee shall receive the testimony of witnesses, on oath or affirmation, and other evidence concerning any disputed facts. The administration shall have the burden of proving its formal charges against the academic faculty member, and the committee findings shall be according to the preponderance of the evidence.
4. The committee shall not be bound to follow court procedures or rules of evidence, except as otherwise required by law. The academic faculty member shall have the right to appear, to participate in the hearing, and to present relevant evidence to the committee. The academic faculty member may be represented by counsel with or without being present. The academic faculty member and the administration shall have the right to confront and cross-examine all witnesses. Insofar as possible, the administration will secure the cooperation, for attendance at the hearing, of witnesses requested by the academic faculty member. The academic faculty member and the administration shall be given reasonable opportunity to submit rebuttal testimony or other evidence. At the conclusion of the testimony, the committee may permit each side to make an oral or written summation; if the privilege is extended to one side, it must be extended to the other side. When the committee is satisfied that all pertinent and available evidence has been received, and that such summations as it deems appropriate have been presented, the hearing will be adjourned. The committee will then go into executive session for the purpose of deliberation.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

#### **580-021-0355**

##### **Committee's Report**

The committee, by agreement of a majority of the members thereof, shall make explicit findings based on the hearing record with respect to each specification in the formal charges lodged against the academic faculty member. Within ten days following determination of its findings, the committee shall recommend, by agreement of a majority of its members what, if any, sanction or sanctions shall be imposed on the academic faculty member. The president and the academic faculty member shall be given copies of the findings and recommendation. The verbatim record of the hearing shall be made available to the president and to the academic faculty member. A copy shall be made available at cost on request by the academic faculty member.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0360**

##### **Action by the President**

If deemed necessary, the president may refer the matter back to the committee for further findings of fact. The president shall, promptly after receipt of the committee's final report and after reasonable opportunity to consult with others, give the academic faculty member written notice of the decision. If the decision is to impose a sanction or sanctions on an academic faculty member, the notice shall include the reasons therefor, and when it is to be effective, provided, however, that the appointment of an academic faculty member shall not be terminated except as provided in 580-021-0365.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

## **580-021-0365**

### **Date of Termination**

If the appointment of an academic faculty member is to be terminated for cause, the appointment shall neither be terminated earlier than one month nor later than one year from the date of the written notice of the president's decision, provided however, that an academic faculty member having indefinite tenure whose appointment is terminated for cause other than misconduct shall continue to receive salary at the current rate for one year from the date of the written notice of the president's decision.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

## **580-021-0370**

### **Review by the Board of Trustees**

1. The Board of Trustees shall review any case involving imposition of a sanction or sanctions on an academic faculty member having indefinite tenure on written notice of appeal by the academic faculty member. The appeal shall be filed with the Board Secretary within ten days (or within such extension of time as permitted by the Board) of the date of the written notice of the president's decision, stating grounds for the appeal, with a copy to the president. The Board may on its own initiative review any case involving the question of imposing a sanction or sanctions on an academic faculty member. On receiving written notice of appeal by an academic faculty member having indefinite tenure or on notice of the Board's decision to review a case, the president shall forward to the Board Secretary a copy of the charges in the case and the academic faculty member's written statement, if any, in answer thereto, and the verbatim record of the hearing, and any exhibits, the committee's findings and recommendations and a copy of the notice of the president's decision.
2. The Board may review the case on the record only; return the case for the receipt of further evidence or testimony; conduct such hearings as it deems proper for its review; refer the matter to a committee of Board members for consideration, including possible hearings, and recommendations; or refer the matter to a hearing officer for hearings and recommendation. The Board shall make such determination of the case, pursuant to its policies, as it deems just.

3. If the Board sustains the decision to impose a sanction or sanctions on the academic faculty member, the sanction or sanctions shall be effective at the date originally named by the president, or such later date as determined by the Board.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0375**

##### **Board of Trustees's Initiative in Bringing Investigation or Charges**

On any occasion when it appears to the Board of Trustees that there is probable cause to impose a sanction or sanctions on an academic faculty member, the Board may direct the president to determine whether there is such probable cause. If the president finds that there is probable cause to impose a sanction or sanctions on the academic faculty member, the president shall have formal charges prepared and proceed with the case as provided in 580-021-0330. If the president finds that there is not probable cause to impose a sanction or sanctions on the academic faculty member, the president shall transmit such report to the Board, including a full statement of reasons for the finding. If the Board, after receipt of the report, deems that the facts of the case warrant the filing of formal charges, the Board shall provide the president with a statement explaining its exceptions to the findings and may direct the president to have formal charges prepared or, at the request of the president, the Board may direct some person within the Board to prepare the formal charges. The subsequent procedure shall be the same as if charges were initially authorized to be prepared by the president.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

#### **580-021-0380**

##### **No Reprisals**

No employee of the university shall be subject to any reprisals by the university for appearing as a witness or for participating as a member of a committee in any of the proceedings provided for in this policy.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

#### **580-021-0385**

##### **Personnel Record**

No notation shall be made in the personnel record of an academic faculty member of any investigation that has not resulted in formal charges being brought against the academic faculty member under 580-021-0320 through 580-021-0375 or that has not resulted in the imposition of a sanction of oral or written warning or reprimand in accordance with institutional procedures, as provided in 580-021-0320.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0400**

##### **Construction**

These provisions shall be liberally construed to secure just, speedy, and inexpensive determination of the issues presented.. Any situation not provided for in these provisions shall be to the extent applicable, governed by the law applicable to suits in equity in the circuit courts of Oregon.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

#### **580-021-0405**

##### **Notice of Hearing**

If a hearing is to be held by the Board of Trustees, or by a hearing officer designated by the Board, the Board shall ascertain the time most convenient for the hearing and shall give all parties thereto at least ten days' notice of the time, place and nature of the hearing. The time may be shortened or extended by stipulation of all parties.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 5-1996, f. & cert. ef. 12-18-96

#### **580-021-0410**

##### **Subpoenas**

Subpoenas requiring attendance of witnesses or the production of documentary or tangible evidence at a hearing may be issued by the Board, when authorized by law, on request by any party to the proceeding, including the Board itself, on proper showing of general relevance or reasonable scope of the evidence sought.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

#### **580-021-0415**

##### **Assignment to Hear Proceeding**

1. The hearing shall be before the Board of Trustees except in those cases assigned by the Board to a hearing officer.
2. The word "Board" in these rules shall include hearing officer wherever applicable. Hist.: HEB 3-1978, f. & cert. ef. 6-5-78



## **580-021-0420**

### **Disqualification**

Any party to a proceeding before the Board of Trustees may file an affidavit of personal bias against any officer conducting the hearing. Any hearing officer may withdraw from the proceeding because of personal bias or for any reason deemed sufficient by the Board. The Board, in its discretion, may order a hearing on a question of disqualification of a hearing officer.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

## **580-021-0425**

### **Powers of Hearing Officers**

1. A hearing officer or the Board of Trustees when authorized by law shall have the following powers:
  - a. To give notice of and hold hearings;
  - b. To administer oaths and affirmations;
  - c. To examine witnesses;
  - d. To issue subpoenas;
  - e. To rule on offers of proof and receive evidence;
  - f. To regulate the course of the hearing, including the power to eject any person who in any manner interferes with the orderly procedure of a hearing;
  - g. To hold conferences, before or during the hearing, for the settlement or simplification of issues, with consent of the parties;
  - h. To dispose of procedural requests or similar matters;
  - i. To make initial decisions;
  - j. To take any other action proper under these rules, including the making of findings of fact, and recommendations to the Board.
2. The hearing officer's authority in each case will terminate when:
  - a. The hearing officer withdraws from the case for any reason;
  - b. The time for appeal has terminated.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

## **580-021-0430**

### **Who May Appear**

1. Each party may be represented by counsel.
2. Any individual may appear for themselves, and any member of a partnership that is a party to any proceeding may appear for such partnership on adequate identification.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

### **580-021-0435**

#### **Standard of Conduct**

Contemptuous conduct by any person present at a hearing shall be grounds for exclusion from the hearing by the hearing officer.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

### **580-021-0440**

#### **Hearing Recorder**

The official record of the hearing shall be stenographically or mechanically recorded by a person or persons assigned by the Board of Trustees capable of doing such recording. The method used shall be in the discretion of the Board.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

### **580-021-0445**

#### **Transcript of Testimony**

A transcript of the official record shall be furnished by the Board of Trustees for the purposes of rehearing or judicial review. The cost of the record shall not be taxed to parties other than the Board except as is specifically provided in ORS 183.415(8).

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

### **580-021-0450**

#### **Continuances and Postponements**

Motion for continuance or postponement of any hearing may be granted by the Board of Trustees for good cause.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

**580-021-0455**

**Evidence**

1. In general:
  - a. The testimony of witnesses at a hearing shall be on oath or affirmation administered by an officer of the Board of Trustees authorized to administer oaths and shall be subject to cross-examination;
  - b. Any witness may, in the discretion of the Board, be examined separately and apart from all other witnesses except those who are parties to the proceeding;
  - c. The Board may limit oral argument in its discretion.
2. The oath or affirmation taken by a witness before testimony shall be in the same form and manner as is provided by law.
3. Every party shall have the right to present a case or defense by oral, documentary, or other satisfactory evidence, to submit evidence in rebuttal, and to conduct such cross-examination as may be required for a full and complete disclosure of the facts.
4. The party having the affirmative of the issue shall have the burden of proof.
5. Admission and exclusion of evidence:
  - a. Evidence of a type commonly relied on by reasonably prudent persons in the conduct of their serious affairs shall be admissible, but irrelevant, immaterial, or unduly repetitious evidence shall be excluded;
  - b. Hearsay evidence shall not be admissible over an objection based on lack of opportunity to cross-examine;
  - c. The Board may limit expert and opinion evidence in its discretion.
6. If a party objects to the admission or rejection of any evidence or to the limitation of the scope of any examination or cross-examination, that party shall state briefly the grounds of such objection, whereupon the Board shall give the party adversely affected by its ruling on the objection an automatic exception.
7. After first advising all parties of its intention to do so, the Board may take notice of judicially cognizable facts as is provided by law and of general, technical or scientific facts within the specialized knowledge of the Board members.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

**580-021-0460**

### **Informal Disposition**

Informal disposition may be made of any disputed matter by stipulation, agreed settlement, , or default, unless precluded by law.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78

### **580-021-0465**

### **Record**

The stenographic or mechanical record of the testimony and exhibits, together with all pleadings, motions, and rulings filed in the proceedings, all stipulations, statements of matters officially noticed, questions, and offers of proof, objections and rulings thereon, and proposed findings and exceptions, shall constitute the exclusive record for decision. The record shall also include any Board of Trustees proceeding on disqualification of any hearing officer and the proposed, intermediate or final order, if any.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 5-1996, f. & cert. ef. 12-18-96

### **580-021-0470**

### **Decision**

1. Except as provided in section (2) of this rule, the Board of Trustees shall render its decision within 60 days after completion of the hearing. The decision shall be accompanied by findings of fact and conclusions of law. A copy of the decision and the findings of fact and conclusions of law shall be mailed to each party.
2. If a majority of the Board officials has not heard the proceedings or read the transcript, a proposed decision of the Board, including findings of fact and conclusions of law, shall be mailed to each party, who shall have 15 days after receipt to submit written exceptions to the proposed decision to the Board and to request an opportunity to present argument to the Board. The Board shall grant such opportunity for argument as soon as it can reasonably be arranged. The Board shall render its decision, accompanied by findings of fact and conclusions of law, within 60 days after presentation of the argument.

Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96