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Approved by the University Faculty Senate, April 2008

ACCEPTED BY GENERAL FACULTY, SEPTEMBER 23, 2008
Other Presidential Councils, Committees and Bureaus. The President, at his/her discretion, shall establish such councils, committees, and bureaus, as are consistent with the effective operation of the University. In those matters which directly affect the teaching and research faculty or the students, the President shall consult the appropriately designated committees of the Faculty Senate and Student Government Association.

D. THE UNITED FACULTY OF FLORIDA

The United Faculty of Florida is the certified collective bargaining agent for bargaining unit faculty. The UFF is charged with bargaining with FAMU over the wages, hours and terms and conditions of employment. Copies of the collective bargaining agreement may be secured at the Academic Affairs website and at www.FAMUFF.com.

II. FACULTY POLICIES

A. FACULTY CONDUCT CODE

The State of Florida can achieve its potential for greatness with an outstanding university system. Achieving this greatness dictates a strong and respected Board of Trustees, Board of Governors, administration, faculty, and staff. The Board of Governors reaffirms its determination to develop the State University System of Florida as group of universities of national distinction in their respective. The Board is dedicated to making these institutions preeminent centers of learning and leadership and dynamic forces in American progress. The Board asserts that the dissemination of knowledge, the search for truth, and the development of educated, free minds constitute the professional responsibilities of the faculties. These responsibilities must be maintained while each university executes its function of providing a democratic climate for the study and exchange of ideas.

The Board of Governors, as the legally constituted agency for policy making and supervision of the State Universities, believes that academic freedom and responsibility are essential to the full development of a true university and apply to teaching, research, and creativity. In the development of knowledge, research endeavors, and creative activities, a
university faculty and student body must be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence. A similar atmosphere is required for university teaching. Consistent with the exercise of academic responsibility, a teacher must have freedom in the classroom in discussing his/her subject. The university student must likewise have the opportunity to study a full spectrum of ideas, opinions, and beliefs, so that he/she may acquire maturity for analysis and judgment. Objective and skillful exposition of such matters is the duty of every teacher.

The established policy of the Board of Governors shall continue to be that the faculty member must fulfill his/her responsibility to society and to his profession by manifesting academic competence, scholarly discretion, and good citizenship. The university teacher is a citizen, a member of a learned profession, and an academic officer of an educational institution. He/she should be constantly mindful that these roles may be inseparable in the public view, and he/she should, therefore, at all times exercise appropriate restraint and good judgment.

The Board of Governors desires that members of all faculties exercise the utmost ingenuity and creativity in order to bring to students the maximum benefits of enlightened education. The board requires that such exercise be tempered with responsibility and due regard for sound educational principles.

Regarding morals and influence, it has long been the established policy of the Board of Governors that institutions shall select faculty members of good moral character and of the highest educational background.

In order to assure a wholesome educational environment within the State Universities of Florida, the Board of Governors has adopted the following policies for the guidance of the universities:

B. NON-DISCRIMINATION POLICY

Florida A&M shall not discriminate against any faculty member based upon race, color, sex, sexual orientation, religious creed, ethnic origin, national origin, ancestry age, veteran status, medical condition, disability, political opinions or affiliation, marital status, or any combination thereof, nor shall the University abridge any rights of faculty related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. The University protects and safeguards the rights and opportunities of faculty members to work in an environment free from any form of
discrimination or harassment and recognizes its obligations under federal and State laws, rules, and regulations prohibiting discrimination/ or harassment.

Faculty shall also be protected from harassment on the basis of race, color, sex, sexual orientation, religious creed, ethnic origin, national origin, ancestry, age, veteran status, medical condition, disability, political opinions or affiliation, marital status, or any combination thereof. Such harassment shall be defined as occurring when the workplace is permeated with discriminatory intimidation, ridicule, and insult that are sufficiently severe or pervasive to alter the conditions of the victim’s employment and create an abusive working environment. Personnel decisions shall be based on job-related criteria and performance.

C. ETHICAL CONDUCT OF THE UNIVERSITY COMMUNITY

The University acknowledges a concern for values and ethics that are important to the whole educational experience. A faculty member is expected to show an awareness that membership in the academic profession carries with it special responsibilities. The following responsibilities of faculty members are taken from the American Association of University Professors (AAUP) Statement on Professional Ethics, with slight modifications.

The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities of the profession. The professor's primary responsibility to his or her subject is to seek and to state the truth as he or she sees it. To this end, the professor devotes energies to developing and improving scholarly competence. The professor accepts the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge. The professor must never seriously hamper or compromise freedom of inquiry.

As an instructor, the professor encourages the free pursuit of learning in students. The professor holds before him/her the best scholarly standards of his or her discipline. The professor demonstrates respect for the student as an individual and adheres to the proper role of intellectual guide and counselor. The professor makes every reasonable effort to foster honest academic conduct and to assure that the evaluation of students reflects their true merit. The professor respects the confidential nature of the relationship between professor and student. The professor avoids any exploitation of students for private advantage and acknowledges significant assistance from them. The professor protects academic freedom.
As a colleague, the professor has obligations that derive from common membership in the community of scholars. The professor respects and defends the free inquiry of associates. In the exchange of criticism and ideas, the professor shows due respect for the opinions of others. The professor acknowledges academic debts and strives to be objective in the professional judgment of colleagues. The professor accepts his or her share of faculty responsibilities for the governance of the institution.

As a member of an institution, the professor seeks above all to be an effective teacher and scholar. Although the professor observes the stated regulations of the institution, provided they do not contravene academic freedom, the professor maintains the right to criticize and seek revision. The professor determines the amount and character of his or her work performed outside the institution (the amount of work is governed by the University policy), with due regard to his or her paramount institutional responsibilities. When considering the interruption or termination of employment, the professor recognizes the effect of this decision upon the program of the institution and gives due notice of his or her intentions.

As a member of the community, the professor has the rights and obligations of any citizen. The professor measures the urgency of these obligations in light of responsibilities to his or her subject, to students, to the profession and to the institution. The professor, when speaking or acting as a private person, should avoid creating the impression that he or she speaks or acts for the college or University. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

D. CONSENSUAL RELATIONSHIPS.

1. In General

(a) Consensual sexual relationships between supervisors and employee, faculty-student, employee-student, do not violate laws prohibiting sex-based discrimination. However, such relationships are a concern because of the significant risk, ethical and administrative problems that can be posed when there is an institutional power difference between the parties involved, as between a supervisor and employee, employee and student, faculty and student, senior faculty and junior faculty, mentor and trainee, coach and athlete or academic advisor or counselor and advisee or counselee, and the individuals who supervise the day-today living environment and student residents. Because of the conflict or the potential for conflict of interest, exploitation, favoritism, and bias, such relationships may undermine the real or
perceived integrity of the supervision, education and evaluation provided. They can lead to a complaint of sexual harassment when the student or employee feels that she or he has been exploited; thus being less consensual than the individual whose position confers power or authority believes. As a matter of sound judgment and professional ethics, all employees have a responsibility to avoid any apparent or actual conflict of interest between their professional responsibilities and personal relationships with students or other employees.

(b) As to students, the integrity of the teacher-student relationship is the foundation of the University’s educational mission. This relationship vests considerable trust in the teacher, who, in turn, bears authority and accountability as a mentor, educator and evaluator. The unequal institutional power inherent in this relationship heightens the vulnerability of the student and the potential for coercion. The pedagogical relationship between teacher and student must be protected from influences or activities that can interfere with learning consistent with the goals and ideals of the University. Consequently, the University prohibits a sexual or romantic relationship between a teacher and student, even where consensual, if the faculty member has direct supervisory or evaluative responsibilities over the student.

(c) Likewise, the University prohibits sexual or romantic relationships between employees and students and between supervisors and their employees.

(d) Through this policy, Florida A & M University asserts its right to protect the integrity of its operations from conflicts of interest, disruptions in its academic and employment environments that can arise from consensual sexual activity involving members of the University community, and to protect persons from the kind of injury that either a subordinate or superior party to such a relationship can suffer. Most of all, this policy seeks to ensure that each member of the Florida A & M University community is treated with dignity and without regard to any factors that are not relevant to the person’s work.

(e) For such relationships, recusal is required, the recusing party must also notify his or her supervisor, department chair or dean, so that such chair, dean or supervisor can exercise his
or her responsibility to evaluate the adequacy of the alternative supervisory or evaluative arrangements to be put in place.

2. A failure to comply with the recusal and notification requirements is a violation of this policy, and therefore grounds for discipline commensurate with the severity of the offense, up to and including termination of employment.

3. Non-consensual situations or sexual harassment are covered under the University’s policy on Sexual Harassment, as provided in Regulation 10.103.

E. FACULTY ASSIGNMENT

The University shall exercise its authority to determine the standards, qualifications, and criteria, so as to fill each appointment vacancy with the best possible candidates. Appointment vacancies shall be advertised and all the specific requirements of Article 8 of the FAMU/UFF Collective Bargaining Agreement shall be followed prior to making the decision to hire a candidate to fill a vacancy. In regards to faculty assignments, a faculty member shall be given assignments that would enhance the faculty member’s opportunities to fulfill applicable criteria for tenure, promotion, and merit salary increases, or, if applicable, fixed multi-year appointments, and merit salary increases. In making assignments, the University shall also be guided by the following considerations:

(1) The needs of the program or department

(2) The faculty member’s qualifications and experiences, including professional growth and development and preferences;
(3) The character of the teaching, research, and service assignments;

(4) The time and material support needed to properly complete the assigned task(s);

(5) The relative percentage of effort allocated in any assignment category (teaching, research, service) in relation to the task(s) that need to be performed; and

(6) The reasonable opportunity to fulfill applicable criteria for tenure, promotion, and merit salary increases, or, fixed multi-year appointments and merit salary increases.

Each employee shall be apprised in writing, at the beginning of the employment period and at the beginning of each semester of employment, thereafter, of the duties and responsibilities in teaching, research and other creative activities, services, and of any other specific duties and responsibilities assigned for that semester. A faculty member, if he/she wishes, will be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding the assignment.

The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break. (For additional information see Article 8, UFF Collective Bargaining Agreement.)

F. FACULTY OVERLOADS
Overload shall be defined as any instructional duties in an extension or continuing education activity in excess of a full appointment. Available overload appointments shall be offered equitably and as appropriate to qualified faculty member in sufficient time to allow voluntary acceptance or rejection.

G. SUMMER INSTRUCTIONAL ASSIGNMENT

The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department and the nature of the course, such as course preparation, minor curriculum development with respect to the course in question, lectures, evaluation of student efforts, and consultations and conferences with students. When a summer instructional appointment immediately follows the academic year appointment, the faculty member may be assigned, if necessary, reasonable noninstructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

Supplemental summer appointments will be offered equitably and as appropriate contingent upon budgetary restrictions and student demands. Salary for a supplemental appointment shall be computed in accordance with the formula outlined in the Collective Bargaining Agreement.

Faculty on twelve-month appointments shall not be assigned duties that preclude them from taking all or a portion of their accrued annual leave in the two weeks immediately preceding the beginning of the Fall term or in the period immediately following the Spring term.

H. ACADEMIC ADVISEMENT

Academic advising connotes the providing of educationally related information and guidance to students confronted with choices and alternative paths in their education.
Although there are several models for advisement programs, the most widely accepted model involves the use of faculty as academic advisors. Advising, as it is defined in the current literature, is a much broader concept. Traditionally, faculty-advising function have involved maintaining student records, and describing the requirements of the academic major. From this broader perspective, advisors must be able to establish and to maintain a relationship with advisees that help them "conceptualize their situation and future possibilities." Ordinarily, the following considerations guide persons involved in advising.

- Advising has a major impact on students' satisfaction with their educational programs and, in turn, on their perception of fit with the institution.
- Institutional commitment to advising must be demonstrated in terms of human, fiscal, and physical resources.
- Effective advising presupposes the existence of a well-articulated set of principles and guidelines.
- The components and criteria of an effective advising system can be isolated.
- The skills and insights of good academic advising can be developed.
- The appointment of one individual or office to coordinate the total advising system will prevent fragmentation among units and promote desirable outcomes.

I. FACULTY PROMOTION

(1) Faculty Promotion – Faculty promotion is the appointment to a higher academic or equivalent rank or class and may also be combined with an application for tenure.

(2) Faculty Promotion Criteria – The criteria shall include meeting the minimum qualifications for appointment to the rank or position. In addition, promotion shall be justified by the faculty employee's proven increased skills in performance of duties, increased knowledge in the field of specialty, potential for professional growth and increased recognition of the faculty member as an authority in his/her field.
a. Additional criteria may be established by each college/school.

b. Assistant professors must serve three (3) years in rank to be eligible to apply for associate professor. Associate professors must serve five (5) years in rank to be eligible to apply for full professor.

c. Candidates must meet the minimum number of publications required by their respective Colleges, Schools or Institute for tenure and/or promotion. For promotion to full professor, these publications must be performed during the tenure of the faculty member as an associate professor.

d. Promotion criteria shall be available in the department/unit office and/or the college/school level.

(3) Beginning with their second year of employment, eligible faculty employees may annually request to be apprised of their progress toward promotion.

(4) Applications for promotion shall be submitted to the University and reviewed in accordance with the tenure and promotion schedule provided by the Provost.

(5) The promotion review process shall include the following steps:

1. A recommendation from the employee’s supervisor;

2. A poll by confidential ballot of the faculty holding that rank or higher in the department or unit;

3. A poll by confidential ballot and recommendation from the college/school/institute tenure and promotion committee;

4. Recommendation from the dean/director of the college/school or institute;

5. A poll by confidential ballot and recommendation from the university tenure and promotion committee.
6. Recommendation from the provost

7. Approval by the President

(6) Promotion applicants shall be notified of the recommendations from the supervisor, department/division, college/school/institute, dean, and university committee.

(7) The President has the final authority to approve or deny promotions.

J. FACULTY TENURE

(1) Tenure may be granted to faculty employees as herein provided. This regulation is supplemented by the Board of Trustees/United Faculty of Florida (BOT/UFF) Collective Bargaining Agreement for those employees who are members of the faculty collective bargaining unit.

(2) Definition of Tenure.

(a) Preamble – Institutions of higher education exist for the common good. The common good depends upon the unfettered search for truth and its free exposition. Academic freedom and tenure exist in order that society may have the benefit of honest judgment and independent criticism. The meaning of tenure in the academic community in the United States is simply a guarantee of annual reappointment for faculty employees until voluntary resignation, retirement, removal for just cause, or layoff in accordance with standards specified by Regulation 10.113, BOT/UFF Collective Bargaining Agreement, and standards as outlined in this chapter. Tenure assures the faculty employee security of employment and immunity from reprisals or threats due to an intellectual position or belief which may be unpopular. Tenure shall be in an academic department/division or other appropriate organizational unit.
(b) Criteria for Tenure – The criteria for faculty tenure shall be provided to all tenure-earning faculty, upon hire. Tenure criteria shall require evidence of highly competent teaching and research and other scholarly/creative activities, services, and contributions to the University and to society. Faculty employees considered for tenure normally shall hold the terminal degree in the faculty employee’s teaching discipline or a closely related discipline. Criteria shall be established by the college/school or institute. Each tenure-earning employee shall be apprised in writing once each year of his/her progress toward tenure. Additionally, a third year review shall include an evaluation by the chair, dean and faculty (as identified by the college/school/institute). The tenure decision shall take into account the annual performance evaluations, the third year review and the needs of the department/unit, college/school/institute and university. The following factors may be considered:

(1) professional experiences;

(2) work experiences;

(3) demonstrated contributions to the teaching discipline;

(4) technical and performance competencies;

(5) records of publications: Candidates must meet the minimum number of publications required by their respective Colleges, Schools or Institute for tenure. For those publications having four or more authors, the candidate must present a letter indicating their contribution to the publication;

(6) certifications; and

(7) exceptional scholarly/ creative activities.
Nomination of a faculty employee for tenure shall signify that the President is satisfied that the candidate will continue to make significant professional contributions to the academic unit, the University, and to society.

(c) Tenure in the University – A faculty employee who has been granted tenure by the BOT shall have the status of permanent member of the faculty and be in the continuing employment of the University until he or she:

1. Resigns;
2. Retires;
3. Is dismissed for just cause under the provision of University rules or the BOT/UFF Collective Bargaining Agreement; or
4. Is discontinued pursuant to the layoff provisions in the University’s regulations, and the BOT/UFF Collective Bargaining Agreement.

(3) Tenure-earning Appointments.

(a) Tenure earning faculty appointments to the ranks of assistant professor, associate professor, and professor do not include the appointment status modifiers of joint, acting, adjunct, provisional, visiting, research, clinical, courtesy, honorary affiliate or phased retirement. Appointments which include the appointment status modifiers multi-year, joint, provisional, visiting, research, clinical or affiliate may or may not earn time toward tenure, as determined by the President or President’s designee at the time of appointment to a tenure earning position. Employees with appointment status modifiers of joint, provisional, visiting, research, clinical or affiliate will be notified in writing at the time of appointment of the tenure-earning status of the position. In the event, the position is not designated as a tenure earning position, the time in the non-tenure earning position may be counted toward tenure-earning eligibility upon being appointed to a tenure-earning position.

(b) Upon hire, the college, school or institute shall provide tenure criteria to eligible faculty employees.
(c) If a Faculty employee is initially appointed to the rank of instructor or to a position including an appointment status modifier determined by the University not to be tenure-earning, and is subsequently appointed to a tenure-earning position, all or a portion of the Faculty employee’s prior service in such a non-tenure-earning position may be counted toward time required for tenure, provided the President or President’s designee specifically agrees in writing to credit such service.

(4) Eligibility for Tenure Nomination.

(a) Only those Faculty employees serving in tenure-earning positions as described in paragraph (3)(a), above, are eligible to be recommended for tenure at the University. Tenure shall not extend to administrative appointments in the general faculty or administrative and professional classification plans.

(b) Except for Faculty employees who by virtue of prior service credited at the time of their appointment, are eligible for consideration earlier, a decision whether to nominate a Faculty employee for tenure shall normally be made during the sixth year of continuous full-time service, or equivalent part-time service, in a tenure-earning position. The word “normally” as used in this rule takes cognizance of the fact that an employee may satisfy the requirements for tenure in his/her department or equivalent unit after 4 or 5 years of continuous full-time service, or equivalent part-time service. It also implies that an employee’s tenure earning eligibility may be deferred for a certain period. An employee’s written request for early tenure consideration is subject to the University’s written agreement. Continuous employment for the purpose of tenure-earning eligibility consideration for full-time service shall mean employment during at least 39 weeks of any 12-month period. Continuous employment for the purpose of tenure-earning eligibility consideration for part-time service shall mean employment during at least one semester of any 12-month period. Part-time service of an employee employed at least one full semester in any 12-month period shall be accumulated. For example, two semesters of half-time service shall be considered one-half year of service for purposes of tenure eligibility.

(c) The number of years of previous tenure-earning service at other institutions of higher education which the President or President’s designee may agree to approve as credit toward a Faculty employee’s eligibility time for tenure shall be agreed upon in writing at the time of employment, subject to the following restrictions: the President or President’s designee may
approve credit for not more than two years of tenure-earning service for a Faculty employee hired as an assistant professor, not more than three years for a Faculty employee hired as an associate professor, and not more than four years for a Faculty employee hired as a professor.

(d) Time spent by a Faculty employee under joint appointment or exchange within or without the SUS on a duly established personnel exchange program of the University or on a special assignment for the benefit of the University or for the SUS shall be counted toward the time for fulfillment of eligibility for tenure. In all such cases, the faculty employee shall be so informed in writing at the time leave is granted.

(e) Time spent on uncompensated leave shall not be credited as time earned toward tenure, except by agreement of the Faculty employee and the President or President’s designee. In deciding whether to credit uncompensated leave toward tenure eligibility, the President or President’s designee shall consider the relevance of the employees activity while on such leave to the employee’s professional development and to the employee’s field of employment, the benefits, if any, which accrue to the University by virtue of placing the employee on such leave, and other appropriate factors. Time spent on compensated leave shall be credited as time earned toward tenure, unless the Faculty employee and the President or President’s designee agree in writing that such leave is not to be credited.

(5) Granting of Tenure.

(a) By the end of six years of continuous full-time, or equivalent part-time service in a tenure-earning position in the University, a Faculty employee shall be nominated for tenure or given notice that further employment will not be offered, in the affected position with reason(s) why the employee was not nominated for tenure.

(b) Applications for tenure are normally submitted to the University at the beginning of the faculty employee’s sixth tenure-earning year, in accordance with the Tenure and Promotion Schedule provided by the Provost.

(c) The tenure review process shall include the following steps:
1. A recommendation from the employee’s supervisor

2. A poll by secret ballot and recommendation of the tenured members of the department or unit.

3. A poll by secret ballot and recommendation from the college/school/institute tenure and promotion committee

4. Recommendation from the dean/director of the college/school or institute

5. A poll by secret ballot and recommendation from the University Tenure and Promotion Committee

6. Recommendation from the Provost

7. Nomination by the President

8. Approval of tenure by the Board of Trustees

(d) Tenure applicants shall be notified of the recommendations from the supervisor, department/unit, college/school/institute, dean, and university committee. Any recommendation for disapproval shall include the reason for the negative recommendation.

(e) Upon nomination by the President and approval by the BOT, tenure shall be granted. The decision shall normally be made at the May Board meeting, but no later than the following meeting. The effective date of tenure shall be the date of approval by the BOT. Each nomination for tenure shall be acted upon with careful consideration being given to the qualifications of the faculty employee, including evaluation by colleagues and the immediate supervisor. In making judgments pertaining to the decision to award tenure, evaluation of research and other creative activities by qualified scholars, in pertinent disciplines, both within and outside the University should be included. When one of the duties of the faculty employee being nominated is teaching, the quality of the faculty employee’s teaching shall be gauged by the standards outlined in this regulation, the BOT/UFF Collective Bargaining Agreement, where applicable, as well as the regulation which governs faculty evaluation and the approved criteria of the appropriate academic department/unit.
(f) With sufficient justification, an employee may be nominated by the President and approved by the BOT for tenure at the time of initial appointment or prior to the fifth year of tenure earning service. The President or President’s designee shall consider the recommendation of the department or equivalent unit prior to making his/her tenure nomination.

(6) Transfer of Tenure – A tenured faculty member may seek a transfer with tenure through the normal hiring process within the University to a vacant position in the same or similar discipline. The President or Provost may approve the transfer at her or his discretion and may consider any discrepancies in the tenure criteria in approving the transfer. When a tenured faculty member is transferred as a result of reorganization or program curtailment within the University and is employed in the same or similar discipline in which tenure was granted, the employee’s tenure shall be transferred to the new department.

(7) Standards for Maintaining Tenure of Faculty Employees.

An employee with tenure who is appointed to an Administrative and Professional position shall retain tenure in the academic position and in the academic department/unit where granted and not in the Administrative or Professional position.

(8) Duration of Tenure – A tenured faculty member retains this status as long as he/she is employed in any appropriate academic unit of the University.

(9) Additional Criteria - Each college/school or institute may require additional criteria for promotion and/or tenure.

K. FACULTY ANNUAL PERFORMANCE EVALUATIONS

(1) The performance of all faculty (instructors, assistant professor, associate professor,
professor), including faculty with the appointment modifiers of adjunct, visiting, research and clinical must be evaluated at least once annually, with a more intensive review in the third year of employment. This regulation is supplemented by the Collective Bargaining Agreement for applicable faculty employees.

(2) Faculty Employee Evaluation.

(a) The purpose of the evaluation is to assess and communicate the nature and extent of an employee’s performance of assigned duties as it relates to teaching effectiveness, contribution to the discovery of new knowledge, the development of new educational techniques, service, and other forms of creative activity.

(b) Application of the criteria for evaluating faculty employees shall not violate the faculty employee’s academic freedom or constitutional rights. A faculty employee shall not be punished for exercising such freedom or rights, either in the performance of University duties or duties outside the University. At the same time, a faculty employee may reasonably be expected to show, both in performance of University duties and duties outside the University, an awareness that membership in the academic profession carries with it special responsibilities.

(c) The criteria and procedures set forth in this rule pertain to the annual and other evaluations of faculty. In cases where dishonesty, incompetence, neglect of duty, or irresponsibility of a bargaining unit faculty member is charged, different proceedings should be undertaken pursuant to the BOT/UFF Collective Bargaining Agreement. In cases of misconduct or incompetence of an out-of-unit faculty member, different proceedings should be undertaken pursuant to applicable University rules.

(d) The performance evaluation shall be based upon assigned duties and shall consider the nature of the assignments.
(f) In evaluating teaching, the evaluation of its effectiveness shall be related to approved written objectives of each course which shall be given to each class at the beginning of the academic term.

(g) Faculty employees may be evaluated by other University officials. In this regard, a faculty employee may be evaluated for duties performed under the supervision of academic vice presidents, deans, directors, chairpersons, and/or any other University official who may supervise the faculty employee’s activities. If appropriate, a faculty employee may be evaluated by public school officials for service to public schools or school districts.

(h) Utilization of Evaluation.

1. The chairperson of each department or other administrative unit shall collect the evaluation data for each faculty member in the department, which data shall be placed in the faculty member’s personnel file.

2. Existing evaluations and the data in the faculty member’s personnel file upon which evaluations are based shall be considered in recommendations and final decisions on tenure, promotion, salary, and retention.

3. The contents of the faculty evaluation file shall be confidential and shall not be disclosed except to the affected faculty employee, and to those whose duties require access to the file in accordance with the University’s evaluation procedures or by the President or President’s designee in the discharge of official responsibilities or upon order of a court of competent jurisdiction.

(3) Evaluation Instrument. Faculty should be evaluated using the “Florida A&M University Faculty Evaluation Form” or a comparable instrument which has been approved by the University. The University evaluation form can be accessed on the Academic Affairs website at www.famu.edu.

L. FACULTY OFFICE HOURS
Teaching faculty are expected to include their office hours in the course syllabus and post their office hours in a conspicuous place in order that students may have access to their professors, outside of the regularly scheduled class. Faculty should post actual hours and not operate entirely by appointments. Faculty are expected to maintain a minimum of one (1) office hour per week for each course taught. Normally, these hours should be scheduled for both morning and afternoon sessions, distributed across more than one day. Individual exceptions to the office hour policy may be approved by the dean/director because of the level and type of class. Faculty office hour schedule and any changes to the schedule must be submitted to the dean/director for the college/school/academic unit.

**M. OUTSIDE ACTIVITY**

“Outside Activity” shall mean any private practice, private consulting, additional teaching or research, or other activity, compensated or un.compensated, which is not part of the faculty member’s assigned duties and for which the university has provided no compensation. If a faculty member wishes to engage in any outside activity, the faculty member shall file a request with the faculty member’s immediate supervisor, detailing in writing, the proposed activity prior to engaging therein.

**N. CONFLICT OF INTEREST**

“Conflict of Interest” shall mean any continuing or frequently recurring obligation of any nature, which is in substantial conflict with the proper discharge of the faculty member’s assigned duties and responsibilities. The following may, in some cases, entail a conflict of interest and must be reported pursuant to Article 19 of the FAMU/UFF Collective Bargaining Agreement:

a. Assuming an executive or managerial position in a for-profit business.

b. Administering a grant outside the University that the faculty member would ordinarily conduct under the auspices of the University.
c. Establishing a relationship as a salaried employee outside the University.

d. Compensated teaching or research at another university, without the prior written approval of the University, while employed as a full-time faculty member at the FAMU, with the exception of delivering occasional lectures or participating in continuing education programs.

O. ACADEMIC FREEDOM AND RESPONSIBILITY

(1) Academic Freedom and Responsibility.

(a) The University believes that academic freedom and responsibility are essential to the full development of a true university, and such freedom and responsibility applies to teaching, research, service, and creativity. Consistent with the exercise of academic responsibility, a teacher must have freedom in the classroom in discussing academic subjects. The university student must likewise have the opportunity to study a full spectrum of ideas, opinions, and beliefs, so that the student may acquire maturity for analysis and judgment. Objective and skillful exposition of such matters is the duty of every instructor.

(b) The established policy of the University continues to be that the faculty employee must fulfill his/her responsibility to society and to his/her profession by manifesting academic competence, scholarly discretion, and good citizenship. The university instructor is a citizen, a member of a learned profession, and an academic officer of the University. The instructor should be constantly mindful that these roles may be inseparable in the public view, and should therefore at all times exercise appropriate restraint and good judgment.

(2) Morals and Influence.

(a) It has long been the established policy of the University that it shall select faculty members of good moral character and of the highest educational background. The University is also concerned with the careful selection of students and with their continuing social, economic, moral and spiritual welfare.

(b) In order to assure a wholesome educational environment, the University has adopted the following policies:
1. Citizenship and Conduct – The University will continue to examine carefully the qualifications and records of those individuals who are to be employed by it, not only with regard to their professional and academic competency, but also with regard to their general character and their moral conduct. Furthermore, the University will continue to exercise due care in the selection of students. The University will continue to guard against activities subversive to the American democratic process and against illegal behavior.

2. Religion – Religion plays a vital role in our American way of life and inevitably this subject will arise in classroom discussions. Religion may be properly discussed and analyzed there. The instructor bears and responsibility of pursuing such discussions objectively and impartially, without advocacy or indoctrination and with due respect for the religious beliefs of all concerned.

3. Books and Teaching Materials – The University continues its concern that students be exposed to the best in books and teaching materials. While recognizing the right and responsibility of the individual scholar to choose teaching materials, the University enjoins each member of the faculty to select materials that are among the best available, germane and in good taste within the context of the educational or scientific purpose.

(3) Implementation of Policy.

(a) The President or President’s designee will charge the deans, and the faculty of the University to adhere to these standards within an atmosphere of academic excellence, freedom and responsibility.

(b) In reemphasizing its policy, the President or President’s designee makes completely clear his/her confidence in the high quality of the administration, faculty, and students in the University. The intent of this policy and the spirit in which it is to be implemented is that of preserving this high quality on a continuing basis.

(4) Conclusion – The President or President’s designee encourages the faculty to exercise their ingenuity and creativity in order to bring to students the maximum benefits of an enlightened education. It is further encouraged that such exercises be tempered with responsibility and due regard for sound educational principles.

P. SABBATICALS AND PROFESSIONAL DEVELOPMENT LEAVE

(a) Sabbaticals – Sabbaticals for professional development will be made available to full-time tenured faculty employees, with at least six years of full-time service within the University. Such sabbaticals will be granted to increase the employee’s value to the University. The
requirements for Sabbaticals as outlined in the BOT/UFF Collective Bargaining Agreement shall apply.

(b) **Faculty Development Leave Program** – The Faculty Development Leave Program provides for faculty employees the opportunity to take a period of months, as determined by the University and the faculty employee, for purposes of professional renewal, planned study, formal education research, writing or other experience of professional value. Eligible faculty employees must have achieved the rank of assistant professor or higher and have six years of full-time service at the University. Terms of the BOT/UFF Collective Bargaining Agreement shall apply for employees who are members of the collective bargaining unit.

(c) **Professional Development Leave Program** – All employees with three or more years of service, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves if the terms of a contract and grant through which an employee may be compensated allow for such leave, may apply for the professional development program at full pay for up to one semester for the purpose of taking academic course work, performing individual research, or other relevant activities which shall improve the employee’s professional experience. The terms of the BOT/UFF Collective Bargaining Agreement shall apply for employees who are members of the collective bargaining unit.

1. An out-of-unit A & P employee is eligible to be considered for professional leaves with pay for educational or developmental leave. The purpose of this leave is to increase the employee’s value to the University through enhanced opportunities for professional renewal, educational travel, study, formal education, research, writing, exchange programs, or other experience of professional value to the University and the employee.

2. During the period of professional leave with pay the University will continue to make contributions to the employee’s retirement and insurance programs. All other benefits will continue during the period of approved professional development leave, including the accrual of annual and sick leave proportionate to the employee’s appointment prior to the approval of the leave.

3. Funding will be from the employee’s school, college, division or unit unless otherwise approved by the President or President’s designee.

4. Employment unrelated to the purpose of the professional leave is governed by the provisions of all applicable laws, rules, policies, and procedures pertaining to outside activity and conflict of interest.

5. Professional Development Leave may be full-time or part-time, depending on the purpose of the leave. Normally, such a leave will not exceed one semester.

6. The President or President’s designee may determine the number of professional leaves in his/her area to be approved each fiscal year. Generally, no more than one employee in a
school, college, division or unit may be approved for leave at the same time.

7. Return to Work Obligation – Unless a written agreement to the contrary is executed prior to participation, the following applies:

   a. Upon completion of the leave, the employee is required to return to work for twice the length of time for which the leave was approved.

   b. An employee who fails to complete the service requirement will return to the University the salary received during the leave unless otherwise approved.

   c. An employee who fails to spend the leave time as stated in the application shall reimburse the University for the salary and any other payments or benefits provided by the university during the leave.

   d. Upon completion of the leave, the employee shall provide to the President or President’s designee a brief report of the employee’s accomplishments during the Professional Development Leave and how those accomplishments may be used to enhance the University, school, college, division or unit.

8. Eligibility Criteria. At least three consecutive years of service with the University in the A & P pay plan, irrespective of funding source, provided the terms of a contract or grant through which an employee may be compensated allows for such leave.

   a. The purpose of the leave is for professional development to enhance the employee’s knowledge and competencies and contribution to the organizational effectiveness of the University and his/her school, college, division or unit.

   b. The University determines that the completion of the project, work, or education will improve the productivity or management of the employee’s unit or the University; or move the school, college, division or unit and the University closer to achieving its specific mission or reaching its vision.

   c. The employee has not had a professional development leave for at least three years.

(d) Personnel Exchange Program.

1. The University may establish and maintain a program by which persons who occupy Faculty and A & P positions may temporarily exchange positions with persons in like capacities in government, private industry, and/or institutions of higher education.

2. Scope of Program – The Exchange Program is a distinct program providing opportunities for employee exchange and will not be tied to any other personnel program.

(e) Faculty Foreign Service.
1. Full-time faculty employees of the University who work in foreign countries shall retain all rights and privileges of on-campus faculty employees, including those of salary increases, promotion and tenure.

2. No person of professional rank will be employed by the University for official duties outside of the United States in other than full professional status as a member of the faculty when such duties are expected to last for a period of 12 or more months. Persons employed for consultation or short-term tasks of less than 12 months duration will work on a special contract basis with no university rank or other connection except as specified in the individual contract.

(f) Other Educational Development Programs – The University shall make provisions for employees to have access to job-related and job-required learning opportunities. The terms of the respective collective bargaining agreement for in-unit faculty employees shall apply.

Q. BOOKS AND TEACHING MATERIALS

The University continues to be concerned that students are exposed to the best in books and teaching materials. While recognizing the right and responsibility of the individual scholar to choose his/her teaching material. Each member of the faculty shall select materials that are among the best available, appropriate and in good taste within the context of the educational or scientific purpose. If the faculty member has a vested interest in the selected materials, he/she must notify the dean or designee.

R. FACULTY MEETINGS ATTENDANCE

Each college, school and/or academic unit within the University requires faculty and/or staff members of that college, school, and/or academic unit to attend certain internal and external meetings as part of the faculty or staff members’ professional obligation. All faculty members, including adjunct and visiting status faculty, are expected to assume this obligation.

1. The Dean of a college or school and the head of an academic unit within the University is expected to hold general faculty meetings at least once per semester.
2. Department chairs and division directors are expected to hold faculty meetings, as needed.

5. COURSE SYLLABI

On the first day of class, all teaching faculty shall provide course syllabi (hard copy or web-based), to all students present and enrolled in the course. The syllabi must provide written information about goals and requirements of each course. A copy of each course syllabus shall be maintained in the department office as dictated by the Southern Association of Colleges and Schools (SACS) Criteria for Accreditation. Specifically, each syllabus is required to include the following:

1. Name of the university
2. Name of college, school, institute, division, department or program
3. Semester/year
4. Course prefix, catalog number, title and catalog description and prerequisites (as listed in the University Catalog)
5. Course goals and objectives
6. Credit/contact hours
7. Name of instructor, contact information (e.g., office location, telephone number, e-mail address)
8. Office hours
9. Required and recommended texts
10. Location of Academic Learning Compacts (http://www.famu.edu)
11. Course requirements (examinations, research papers, group projects, etc.)
12. Course strategies / mode of delivery
13. Methods of evaluation (grading system and scale)
14. Grading system – percentages or points
15. Grading scale

16. Course policies – attendance, tardiness, make-up examinations

17. Academic Honor Policy statement

18. University’s Americans with Disabilities Act (ADA) Policy Statement:

   “Individuals who need a reasonable accommodation must notify the Office of Equal Opportunity Programs at 599-3076.”


**Academic Honesty Violations:**

1. An academic honesty violation shall include a student who gives or takes information or material and wrongfully uses it to aid himself/herself or another student in academic endeavors. It shall further include receiving unauthorized written or oral information from a fellow student. Additionally, it shall include stealing, buying, selling, or referring to a copy of an examination before it is administered.

2. In the instance of papers written outside of the class, academic honesty violations shall include plagiarism. Plagiarism may be specifically defined for the purposes of any course by the instructor involved. Unless otherwise defined, plagiarism shall include failure to use quotation marks or other conventional markings around material quoted from any source. Plagiarism shall also include paraphrasing a specific passage from a specific source without indicating accurately what that source is. Plagiarism shall further include letting another person compose or rewrite a written assignment.

3. A student who assists in any of the academic honesty violations mentioned above shall be considered equally as responsible as the student who accepts such assistance.

4. For procedural information regarding academic honesty violations, students should consult with the academic dean or director in the respective school or college.

5. The penalties for academic honesty violations shall include: reprimand, reduction of grade; denial of academic credit; invalidation of university credit or of the degree based upon such credit; probation; suspension; dismissal; or expulsion. In addition to any other penalties that may be imposed, the individual or student may be denied admission or further registration,
and the University may invalidate academic credit for work done by a student and may invalidate or revoke the degree based upon such application, residence affidavit, or accompanying documents or statements in connection with, or supplemental to, the application for admission to or graduation from the University.

COMPENSATION PROCEDURES AND SUPPLEMENTAL POLICIES

T. PAY PLAN AND PROCEDURES

The instructional and research faculty are paid at regular intervals in accordance with the bi-weekly payroll schedule established by the University. All University employees are paid bi-weekly. All employees hired after January 1, 1997 are required to participate in direct deposit. All other faculty are encouraged to participate. Direct deposit is arranged through the Processing and Records section of the Office of Human Resources. Deductions for federal income tax, social security tax, various insurance, tax-deferred annuity programs, credit unions, and various miscellaneous deductions are made when applicable or appropriate. For each bi-weekly pay period, the University provides an itemized statement which details payment and all deductions for that pay period. Should a question arise, contact the appropriate departmental staff member.

U. ADDITIONAL COMPENSATION

Faculty may receive approval for additional compensation when assigned additional activities justifying employment in excess of 1.0 FTE. Any activity resulting in university-based compensation beyond that associated with the annual employment contract must have the approval of the faculty member's department chair, the dean, and the provost. Such activities may include, but are not limited to:

1. An assignment in excess of 1.0 FTE in credit or non-credit generating activities sponsored by the university;
2. Providing services to public schools, other Florida institutions, other state agencies, local governmental agencies, and private firms under the terms of a contract or grant;
3. Commitment to research projects, when consistent with the approved project budget and allowed by the sponsor's policies, or to cost sharing in external research grants.

V. FRINGE BENEFITS

The Benefits Section in the Office of Human Resources is responsible for the administration of all University benefit programs available to faculty. Because of the need for brevity and frequent amendment to programs, it is suggested that faculty members contact the Benefits Section for detailed information. The University currently offers the following programs:

Flexible Benefits Plan

Pretax Premiums

Medical and/or Dependent Day-Care Reimbursement

Health and Life Insurance Plans

Group Health Insurance

Health Maintenance Organizations (HMO's)

State Sponsored Group Life Insurance

State Group Long-Term Disability Income

Short-Term Disability Income

Group Term Insurance

Life Insurance

Accidental Death and Dismemberment Insurance

W. LEAVES
Faculty is entitled to take a leave for the reasons set forth in Article 17 of the FAMU/UFF Collective Bargaining Agreement. No faculty member shall be penalized or disadvantaged for having taken leave. The duration of a leave may vary from a few hours to a year, or more (if extended by the president).

(a) A leave may be with pay (compensated) or without pay (uncompensated).

(b) A leave with pay may include leaves for the following reasons:

(1) Parental leave

(2) Accrued sick leave may be used for:
   a. An approved family or medical leave
   b. Personal illness or injury
   c. Personal appointment with health care providers
   d. Illness, injury, or appointment with the health care provider of a member of the immediate family
   e. Death of a member of the immediate family

(3) Job-Related Illness Or Injury (under the Worker’s Compensation)

(4) Annual Leave for 12-month faculty

(5) Jury Duty and Court Appearances

(6) Military Leave

(7) Service-Connected Disability Leave

(8) Leave Pending Investigation

(9) Potential Damage Leave

(10) Florida Disaster Volunteer

(11) Civil Disorder or Disaster Leave

(12) Athletic Competition Leave
(13) Official Emergency Closings
(14) Presidential Leave

A leave without pay may include the following reasons:

(1) Family and Medical Leave Act (FMLA) entitlements
(2) Family Medical Leave in addition to FMLA
(3) Personal Medical Leave in addition to FMLA
(4) Foster care under FMLA
(5) Parental Leave (after having used all eligible paid parental leave)
(6) Sick Leave (once all accrued sick leave has been used)
(7) Presidential Leave

The following leaves shall be granted upon request of the faculty member.

(1) Family and Medical Leave Act entitlements
(2) Parental Leave
(3) Sick Leave
(4)Job-Related illness or injury
(5) Jury Duty and Court Appearances
(6) Military Leave
(7) Service-Connected Disability Leave
(8) Florida Disaster Volunteer Leave
(9) Civil Disorder or Disaster Leave
(10) Athletic Competition Leave
(11) Official Emergency Closings
All other leaves are granted at the discretion of the appropriate administrator, i.e. Provost, President or Board of Trustees. However, permission shall not be unreasonably withheld. Additional questions concerning leaves should be directed to the Office of Human Resources.

X. GRIEVANCE PROCEDURE

The university and the employees agree that all problems should be resolved, whenever possible, before the filing of a grievance. Open communications between administrators and employees is encouraged, so the resort to the formal grievance procedure will not normally be necessary. A formal grievance is usually initiated by submitting a written grievance to the employee’s supervisor. The grievance form is provided in the appendix of the Collective Bargaining Agreement. Additional information regarding the union grievance procedure can be found in the UFF Collective Bargaining Agreement. Alternately, tenured faculty may chose to file a formal complaint in accordance with Rule 6C3-10.232, Florida Administrative Code. A formal complaint may be filed at Step 1 with the President’s representative. The FAMU/Collective Bargaining Agreement and the University’s Complaint Procedure can be accessed on the Academic Affairs website.

Y. REAPPOINTMENT/NON-REAPPOINTMENT

All faculty, except (1) those holding visiting appointments (2) those who are appointed for less than one academic year or (3) those with less than five years of continuous service who are on "soft money" e.g., contracts and grants, sponsored research funds, and grants and donation trust funds, are entitled to written notice that they will not be offered further appointment as follows:

(a) For faculty in their first two years of employment, one full semester;
(b) For faculty with two or more years of continuous service, one full year.

In the event of a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Paid or unpaid leaves shall not be considered a break in service. Faculty not entitled to written notice of non-reappointment shall have the following statement included in their employment contracts: "Your employment hereunder will cease on the date indicated, no further notice of cessation of employment is required."

Z. SEXUAL HARASSMENT

It is the policy of the Florida A&M University that each member of the University community be permitted to work or attend class in an environment free from any form of discrimination, including race, color, age, handicap, sex, marital status, national origin, veteran status, and sexual harassment, as prohibited by state and federal statutes.

**Definition of Sexual Harassment**

Sexual harassment of an employee or applicant for employment is defined as unwelcome sexual advances, requests for sexual contact, and other verbal or physical conduct of a sexual nature from any person when: submission to such conduct is either explicitly or implicitly a term or condition of an individual's employment, salary increase, position advancement or other employment related benefits; or submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or such conduct has the effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

III. ACADEMIC POLICIES
GENERAL PRINCIPLES

The University is committed to the principle of excellence in education. Teaching and training is at the core of the mission of this University, whether it be in the context of the classroom or in any of the myriad contexts in which faculty interact with students. A number of policies, rules, and regulations have been developed regarding students and faculty interactions. Faculty should become familiar with the student handbook and handbooks of the departmental and/or institutional units because most logistical and administrative matters, such as class assignments are handled at the academic unit level. Student handbooks for the respective colleges, school and institute are available in the Office of the Dean.

The University has established academic policies for undergraduate, graduate, and professional degree programs. These policies may be accessed at the following sites:

Undergraduate Academic Policies: http://www.famu.edu (click Registrar and/or Board of Trustees – Regulations – Academic Affairs)
University Catalog: http://www.famu.edu
Graduate Academic Policies: http://www.famu.edu (click School of Graduate Studies);
Florida A&M University Student Handbook “The Fang” – The Office of Student Affairs