

# FACULTY HANDBOOK

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UNIVERSITY *of* DUBUQUE

2018-2019

**OFFICE OF ACADEMIC AFFAIRS**  
2000 University Avenue  
Dubuque, IA 52001

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## CHAPTER 1: UNIVERSITY MISSION AND ORGANIZATION

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This chapter describes the Mission of the University and provides an overview of its organization, focusing on the Academic Affairs division. This chapter is provided for the information of the faculty member and is not contractual. The Board of Trustees oversees the Mission and organization of the University. The Board may, at its discretion, delegate this responsibility to the President. Suggestions for changes regarding the information contained in this chapter may be offered to the Board and President through the Office of the Vice President for Academic Affairs.

### 1.1 Mission, Strategy, and Accreditation.

**1.1.1 Mission.** The University of Dubuque is a small, private university affiliated with the Presbyterian Church (U.S.A.) offering undergraduate, graduate, and theological seminary programs. The University is comprised of individuals from the region, the nation, and the world. As a community, the University practices its Christian faith by educating students and pursuing excellence in scholarship. Therefore, the University of Dubuque is committed to:

- A hospitable Christian environment which respects other faith traditions;
- Relationships which encourage intellectual, spiritual, and moral development;
- Excellence in academic inquiry and professional preparation;
- A diverse and equitable community where Christian love is practiced;
- Stewardship of all God's human and natural resources;
- Zeal for life-long learning and service.

**1.1.2 Strategic Vision and Plan.** The University of Dubuque operates under a strategic vision and multi-year plan approved by the Board of Trustees. Copies of the vision and plan may be obtained through the Office of the President.

**1.1.3 Accreditation.** The University of Dubuque is accredited by the Higher Learning Commission and the State of Iowa Department of Education. Specific programs of study are accredited by specialized accrediting bodies. A list of programs and their accrediting organizations is maintained on the University website.

**1.2 University Administrative Organization.** The President maintains the official University organizational chart. Copies of the organizational chart may be obtained through the Office of the President.

**1.2.1 Board of Trustees.** The University of Dubuque Board of Trustees is the legally constituted body that is responsible for the overall operation of the University. The Board has final control over the policies, budget, and property of the University. The Board of Trustees shall be the final authority in all matters pertaining to the *Faculty Handbook* and contractual agreements. The Articles of Incorporation and Bylaws of the Corporation outline the organization and responsibilities of the Board of Trustees, as well as matters regarding the election and selection of members of the Board. Copies of the Articles of Incorporation, Bylaws, and names of trustees may be obtained through the Office of the President.

**1.2.2 President.** The President of the University administers the institution in accordance with the policies established by the Board of Trustees. The President is the chief executive officer of the University and, as such, is responsible for all activities and operations.

**1.2.3 Senior Academic Leadership.** The senior academic leadership includes the Vice President for Academic Affairs & Dean, all Assistant Deans, Associate Academic Deans, and the heads of major

Academic Affairs operations areas. The senior academic leadership works with the President, other senior administrators, faculty committees, and the Board of Trustees to advance the Mission of the University of Dubuque. Position descriptions for senior academic officers of the University are maintained in the Office of Academic Affairs.

**1.2.4 Program Directors/Department Heads.** Program Directors/Department Heads are supervisory and managerial personnel who provide administrative oversight and managerial direction to a specific academic function or discipline. They are appointed by the Vice President for Academic Affairs, who may delegate supervision of a function or areas to an Associate or Assistant Dean. Compensation for faculty members who serve in these roles may take the form of released time and/or a salary stipend. Position descriptions for Program Directors/Department Heads are maintained in the Office of Academic Affairs.

### **1.3 Corporate and Administrative Governance Relationships and Organizations.**

**1.3.1 Church Relationship.** The University is affiliated with the Presbyterian Church (U.S.A.).

**1.3.2 Board of Trustees.** The Board is the governing body of the University exercising all of the powers, rights, privileges, and responsibilities appertaining to the corporation under the laws of the State of Iowa and the United States. The primary function of the Board is policy making and general oversight of the executive and management operations of the University. It formulates and establishes the general, educational, and financial policies as it deems necessary, appropriate, and convenient for the proper development and management of the University in pursuit of its established purposes. The Board delegates such of its authority as it deems proper and convenient to the President, the Faculty, and other positions and groups, provided that the Board always reserves to itself the final and ultimate power and authority to act at any time on any and all matters essential to the proper functioning of the University.

**1.3.3 President's Cabinet.** The President's Cabinet is a governance body consisting of senior administrative officers appointed by the President. The Cabinet advises the President on policies and procedures of administrative concern.

**1.3.4 Academic Council.** The Academic Council is a governance body comprised of the Vice President for Academic Affairs, program directors/department heads as defined in Section 1.2.4 of the *Faculty Handbook*, chairs of faculty committees, directors of major academic operations as determined by the Vice President for Academic Affairs, and members of the President's Cabinet as determined by the Vice President for Academic Affairs. The chair of the Academic Council is the Vice President for Academic Affairs or his/her designee. The principal purposes of the Academic Council are to:

- a. Share information among members, including all decisions made by standing or ad-hoc faculty committees;
- b. Review and advise the Vice President for Academic Affairs regarding any faculty committee decisions that involve the development of a new program, the major modification of existing programs, major academic policy changes, or other actions deemed by the administration to be of major consequence to the academic program; and
- c. Formulate recommendations to the Vice President for Academic Affairs on academic policies and procedures not within the purview of other governance bodies.

**1.3.5 Faculty.** Faculty members are co-managers with the administration and the Board in areas of academic policy and administration. They lend their expertise to the management and administration of other areas of the University and operations such as finances, personnel management, regulatory compliance, and athletics administration. Faculty members play an essential managerial role of primary



influence in the formulation and effectuation of academic policy. This includes the primary role and effective participation in the development and administration of policies concerning: grading, classroom student conduct, student progress, degree requirements, curricular content, course offerings, admission standards, departmental staffing, educational policies and standards, faculty promotion, faculty tenure, faculty appointment and retention, and faculty professional development. This participation is exercised in accordance with established governance processes herein prescribed and those processes established or directed by the President or the Board from time to time. Specifically, faculty members participate in University governance through the following channels: program or department meetings, University meetings, committee meetings, faculty meetings and interaction with members of the administration and of the Board of Trustees in forums, on task forces, and in a host of informal activities.

**1.3.5.1 Membership.** The “Faculty” shall include all full-time, ranked faculty members employed within the University and those individuals who have been granted faculty status by merit of their University position, as defined in Section 2.1 of the *Faculty Handbook*.

**1.3.5.2 Meetings.** The Faculty will meet at regular intervals throughout the academic year to consider matters of academic concern, to formulate positions, and to generate information to be shared with the Faculty and other governance bodies and officers. The Faculty will take action on matters referred to it by the President, the Vice President for Academic Affairs, the Board, or as otherwise directed by policies or procedures of the University, as well as on matters originated by members of the Faculty. The Faculty will conduct its deliberations and render its decisions in accordance with timelines established in the referral or as provided in policy or procedure pursuant to which the action is taken.

**1.3.5.3 Procedures.** The following procedures will govern the actions of the Faculty Assembly meeting as a deliberative body.

- a. Faculty meetings in any academic year will be dedicated to agenda items submitted by the chairs of the standing faculty committees or task forces, the Academic Affairs office, faculty members, and senior University administration.
- b. The Vice President for Academic Affairs or his/her designee will preside at all faculty meetings.
- c. The Faculty will meet on call by the Vice President for Academic Affairs, on request of one-third of the Faculty, or at the request of the President.
- d. Robert's Rules of Order apply in any instance where the Faculty has not established an alternative procedure which is approved by the Vice President for Academic Affairs.

**1.3.5.4 Quorum.** A quorum, defined as a simple majority of members of the Faculty eligible to vote, is required to be in attendance at a meeting of the Faculty in order for official action to be taken by the Faculty. A quorum, once established, cannot be defeated by the removal of members from a duly constituted meeting. Actions must be approved by the affirmative vote of a majority of those eligible voters in attendance at a duly constituted meeting of the Faculty unless otherwise specified in the *Faculty Handbook*.

**1.3.5.5 Action.** Actions must be approved by the affirmative vote of a majority of those eligible voters in attendance at a duly constituted meeting of the Faculty unless otherwise specified in the *Faculty Handbook*.

- a. The Faculty will take action on a matter only when there has been prior notice of at least seven calendar days. Such notice may be through distribution of an agenda or consideration of an item at a previous meeting. In the absence of prior notice, official action can be taken

- on a matter only if such consideration is approved by the affirmative vote of two-thirds of all voting members present at a duly constituted meeting.
- b. The Vice President for Academic Affairs will forward all actions of the Faculty to the President, as the chief executive officer of the University, for final institutional consideration and decision. If the President does not approve a particular action, a written explanation will be sent to the faculty. Notification of actions approved by the President, and when necessary, by the Board, will be sent to the faculty from the Office of the Vice President for Academic Affairs.

**1.4 Committees.** A substantial portion of the administrative and managerial functions of the University are carried out through the work of committees of the University. Those committees are established by various governance offices and bodies including the Board of Trustees, the President, the Faculty, and University administrators.

**1.4.1 Committees of the Board of Trustees.** The Governance & Nominations Committee of the Board is responsible for the Board's Standing Committees. The President's office maintains the list of Board of Trustee committees, their membership, and their responsibilities.

**1.4.2 Committees of the University.** The President is responsible for establishing University-wide committees and is an ex-officio member on all University and Faculty committees. Faculty members may be asked to serve on University committees. The President's office maintains the list of University committees, their membership, and their responsibilities.

**1.4.2.1 University Planning and Finance Committee.** This committee is charged with providing advice to the University community on matters relating to the advancement of the Mission of the University, strategic planning for the University, program discontinuance, and the overall financial conditions of the University. This committee is comprised of four members elected from the Faculty, and the President's Cabinet. The committee is chaired by the President. Meetings are called at the discretion of the President.

**1.4.3 Committees of the Faculty.** There are two types of faculty committees: standing committees and ad-hoc committees. Standing committees of the Faculty must be initiated by the Board of Trustees or approved by the President. Ad-hoc, or temporary, committees may be established by the Board of Trustees, the President, or the Vice President for Academic Affairs. Standing committees or faculty members may propose the establishment of an ad-hoc committee to the Vice President for Academic Affairs. The composition and purpose should be stated in writing. Ad-hoc committees will be dissolved after twelve months unless (i) specifically established for a longer period, or (ii) the composition and purpose of the committee are renewed by the authority that originally established the committee.

**1.4.3.1 Adult Undergraduate Programs Curriculum, Academic Standing, and Admissions Committee.**

Membership: The Vice President for Academic Affairs, or his/her designee, serves as chairperson.

- a. Adult program directors
- b. Two faculty members who regularly teach in adult programs
- c. One adult program student appointed by the Vice President for Academic Affairs
- d. University Registrar
- e. One Associate Dean, Assistant Dean, or Dean for Academic Affairs, appointed by the Vice President for Academic Affairs
- f. Dean of Admissions

- g. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Monitor adult admissions standards and academic standing policies for compliance with relevant regulations and accrediting body standards.
- b. Evaluate the academic progress of adult students relative to published standards for admission and continuing enrollment.
- c. Review and act on adult student petitions for interpretations of, or exceptions to, academic policies.
- d. Evaluate admissions standards and academic standing policies.
- e. Monitor the content and quality of adult academic programs and courses.
- f. Establish criteria and policies for the development and/or modification of adult academic programs and courses.
- g. Review proposals for the addition and/or modification of adult academic programs and courses.
- h. Evaluate the quality and effectiveness of adult academic programs and courses.
- i. Recommend policy or procedure changes to the Vice President for Academic Affairs.

**1.4.3.2 Assessment and Program Review Committee.**

Membership: The chairperson will be one of the faculty members of the committee, as elected by the full membership of the committee. No more than two faculty members may be from the same academic department.

- a. Four faculty members elected by the Faculty, for two-year terms
- b. Up to two faculty members appointed by the Vice President for Academic Affairs
- c. Director of Institutional Research and Assessment
- d. One student appointed by the Student Government Association
- e. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Review annual assessment plans and reports for all academic programs.
- b. Facilitate a regular cycle of internal and external review of academic programs.
- c. Provide consulting services to academic departments in the strengthening of student learning outcomes and their assessment.
- d. Make recommendations to the Vice President for Academic Affairs.

**1.4.3.3 Athletic Committee.**

Membership: The chairperson will be one of the faculty members of the committee, as elected by the full membership of the committee. No more than two faculty members may be from the same academic department.

- a. Two faculty members elected by the Faculty for two-year terms
- b. Two faculty members appointed by the Vice President for Academic Affairs
- c. Faculty representative/s to the Iowa Intercollegiate Athletic Conference
- d. Two students appointed by the Student Government Association
- e. One Associate Dean, Assistant Dean, or Dean for Academic Affairs
- f. Director of the Academic Support Center
- g. Athletic Director
- h. Dean of Students, or his/her designee

Responsibilities:

- a. Monitor the satisfactory academic progress of undergraduate athletes in accordance with NCAA Division III and Iowa Intercollegiate Athletic Conference guidelines.

- b. Review and act on student petitions for interpretations of, or exceptions to, academic policies for intercollegiate athletes.
- c. Evaluate academic policies for intercollegiate athletes.
- d. Recommend policy or procedure changes to the Vice President for Academic Affairs.

#### **1.4.3.4 Faculty Advancement Committee.**

Membership: The chairperson will be one of the faculty members of the committee, as elected by the full membership of the committee. The overall composition will include at least two tenured faculty members, at least two with multiple-year, term appointments, at least three with the rank of “professor,” and least two with the rank of “associate professor.” No more than two committee members can be from the same academic department.

- a. Five faculty members elected by the Faculty for two-year terms
- b. Two or three faculty members appointed by the Vice President for Academic Affairs
- c. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Using the criteria outlined in Chapter 2 of the *Faculty Handbook*, review faculty applications for reappointment to a fourth year of faculty service, promotion in rank, tenure, and other applications as required by the Vice President for Academic Affairs.
- b. Make recommendation to the Vice President for Academic Affairs regarding promotion, tenure, and initial extended-term contract. Recommendations for promotion shall be made by committee members at or above the rank being considered, and recommendations for tenure/term shall be considered only by tenured or long-term contract members of the committee.
- c. Evaluate the criteria and procedures for, and the application of, promotion, tenure, and long-term contracts.
- d. Recommend policy or procedure changes to the Vice President for Academic Affairs.

#### **1.4.3.5 Faculty Development Committee.**

Membership: The chairperson will be one of the faculty members of the committee, as elected by the full membership of the committee. No more than two faculty members may be from the same academic department.

- a. Four-to-six faculty members appointed by the Vice President for Academic Affairs
- b. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Assist faculty members in their development as teachers, scholars, and leaders.
- b. Advise the Vice President for Academic Affairs on an annual focus and cycle of faculty development events.
- c. Develop policies for awarding resources to support faculty development.
- d. Review research and named research release applications from faculty members and make recommendations to the Vice President for Academic Affairs.
- e. Evaluate the effectiveness of faculty development programs.
- f. Recommend policy or procedure changes to the Vice President for Academic Affairs.

#### **1.4.3.6 General Education Committee.**

Membership: The chairperson will be one of the faculty members of the committee, as elected by the full membership of the committee. No more than two faculty members may be from the same academic department.

- a. Four-to-six faculty members appointed by the Vice President for Academic Affairs
- b. Director of the General Education Program

- c. University Registrar
- d. One Associate Dean, Assistant Dean, or Dean for Academic Affairs
- e. Dean of Students, or his/her designee
- f. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Monitor the content and quality of the undergraduate general education program.
- b. Establish criteria and policies for the development and/or modification of general education courses.
- c. Review and act on proposals for the addition and/or modification of general education courses.
- d. Evaluate the quality and effectiveness of general education program and courses.
- e. Recommend policy or procedure changes to the Vice President for Academic Affairs.

**1.4.3.7 Graduate Curriculum and Academic Standing Committee.**

Membership: The Vice President for Academic Affairs, or his/her designee, serves as chairperson.

- a. Graduate program directors
- b. Four faculty members who regularly teach in a graduate programs, appointed by the Vice President for Academic Affairs
- c. One graduate student appointed by the Vice President for Academic Affairs
- d. University Registrar
- e. One Associate Dean, Assistant Dean, or Dean for Academic Affairs, appointed by the Vice President for Academic Affairs.
- f. Dean of Admissions
- g. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Monitor graduate admissions standards and academic standing policies for compliance with relevant regulations and accrediting body standards.
- b. Evaluate the academic progress of graduate students relative to published standards for admission and continuing enrollment.
- c. Review and act on graduate student petitions for interpretations of, or exceptions to, academic policies.
- d. Consult on graduate admissions standards and academic standing policies.
- e. Monitor and evaluate the content and quality of graduate and adult academic programs and courses.
- f. Establish criteria and policies for the development and/or modification of graduate academic programs and courses.
- g. Review proposals for the addition and/or modification of graduate academic programs and courses.
- h. Recommend policy or procedure changes to the Vice President for Academic Affairs.

**1.4.3.8 Human Subjects Internal Review Board.**

Membership: The chairperson will be one of the faculty members of the committee, as elected by the full membership of the committee.

- a. Four-to-six faculty members appointed by the Vice President for Academic Affairs
- b. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Review and act on proposed student and faculty research involving human subjects. Evaluate institutional compliance with the standards as set forth by the National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research.

- b. Recommend policy or procedure changes to the Vice President for Academic Affairs.
- c. Forward recommendations to the President for final determination.

#### **1.4.3.9 Traditional Undergraduate Academic Standing and Admissions Committee.**

Membership: The chairperson will be one of the faculty members of the committee, as elected by the full membership of the committee. No more than two faculty members may be from the same academic department.

- a. Six faculty members elected by the Faculty for two-year terms
- b. One faculty member appointed by the Vice President for Academic Affairs
- c. University Registrar
- d. One Associate Dean, Assistant Dean, or Dean for Academic Affairs
- e. Director of the Academic Support Center
- f. Dean of Admissions
- g. Athletic Director
- h. Dean of Students
- i. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Understand the complex work of undergraduate admissions.
- b. Advise on admissions standards and academic standing policies for compliance with relevant regulations and accrediting body standards.
- c. Monitor the academic progress of students relative to published standards for admission and continuing enrollment.
- d. Review and act on student petitions for interpretations of, or exceptions to, academic policies.
- e. Advise on admissions standards and academic standing policies.
- f. Recommend policy or procedure changes to the Vice President for Academic Affairs.

#### **1.4.3.10 Traditional Undergraduate Curriculum Committee.**

Membership: The chairperson will be one of the faculty members of the committee, as elected by the full membership of the committee. No more than two faculty members may be from the same academic department.

- a. Six faculty members elected by the Faculty for two-year terms
- b. Two faculty members appointed by the Vice President for Academic Affairs
- c. University Registrar
- d. One Associate or Assistant Academic Dean
- e. One student appointed by the Student Government Association
- f. Vice President for Academic Affairs, or his/her designee

Responsibilities:

- a. Monitor the content and quality of undergraduate academic programs and courses.
- b. Establish criteria and policies for the development and/or modification of undergraduate academic programs and courses.
- c. Review and act on proposals for the addition and/or modification of undergraduate academic programs and courses.
- d. Evaluate the quality and effectiveness of undergraduate academic programs and courses.
- e. Recommend policy or procedure changes to the Vice President for Academic Affairs.

**1.4.4 Committee Responsibilities.** Each committee shall exercise its responsibilities in accordance with the general procedures and rules set forth in the *Faculty Handbook* and with parliamentary guidance provided by Robert's Rules of Order.

**1.4.4.1 Membership and Meeting Participation.** Faculty members will serve as either elected or appointed members of the committee. A normal term of service is for two years. Elections for elected positions on faculty committees will be held each spring semester. The elections will be coordinated by the Office of Academic Affairs. In the event of a permanent vacancy in an elected position, the Vice President for Academic Affairs shall call an election or appoint a new member to fill the unexpired portion of the term. Appointments to faculty committees will be made by the Vice President for Academic Affairs or his/her designee.

**1.4.4.2 Meeting Frequency.** Committees must meet at least once each semester during the academic year. They should meet as often as necessary, on call by the committee chair, on request of one-third of the committee members, at the request of the Vice President for Academic Affairs, or at the request of the President. The Vice President for Academic Affairs must be notified of any scheduled meetings.

**1.4.4.3 Committee Leadership.** The qualifications and process for selecting a committee chairperson are defined for each standing committee. In the absence of a chairperson, the Vice President for Academic Affairs or his/her designee, serves as chair pro-tem until a chair is elected. The committee chair will be responsible for calling meetings and ensuring the committee fulfills its responsibilities as defined. Committee chairpersons vote only in case of a tie. Similar to all committee members, chairpersons may express specific concerns to be included in committee minutes. Each committee will elect a secretary from among its membership.

**1.4.4.4 Quorum.** A quorum is necessary to act on any motion before the committee. A quorum consists of a simple majority of voting members. Committee chairpersons may invite anyone to a committee meeting if the person has a proposal to put before the group or has a special interest in a matter under discussion. Committee members may propose to the chair any person(s) whom they would like to have invited to particular meetings. The chair, subject to ultimate control of the committee, may determine the conditions under which guests may attend.

**1.4.4.5 Action.** Committees will take action on a matter only when there has been prior notice of at least seven calendar days to committee members. Such notice may be through distribution of an agenda or consideration of an item at a previous meeting. In the absence of previous notice, action can be taken on a matter only by the affirmative vote of two thirds of all voting members present at a duly constituted meeting. All official committee actions will be reported to the Academic Council and the Vice President for Academic Affairs. Committee actions that involve the development of a new program, the major modification of existing programs, or other actions deemed by the Vice President for Academic Affairs to be of major consequence to the academic program will be brought to the Faculty for a vote. The Vice President for Academic Affairs will transmit actions approved by the Faculty to the President for consideration and decision. The President holds veto power concerning all Faculty and committee actions. In the event this veto is exercised, the President may present a written statement to the Faculty describing the reasons. Notification of actions approved by the President and/or the Board of Trustees, as appropriate, will be through the office of the Vice President for Academic Affairs

**1.4.4.6 Records.** The committee secretary will prepare minutes of all committee meetings and distribute them, along with all supporting documents, to committee members, the Vice President for Academic Affairs, and when appropriate, to the Academic Council and the Faculty. Committee minutes should include a summary of items discussed and the precise wording of motions that were

proposed and/or adopted. Robert's Rules of Order are to be followed in reporting the vote on motions before the committee. At the end of each academic year, the committee chair will provide a summary of all committee actions and decisions made during the year.

## **1.5 Handbook Modification Process.**

**1.5.1 Initiation of Proposals.** A proposal to amend any section of the *Faculty Handbook* may be initiated by the Board or any of its committees, the President, the Vice President for Academic Affairs, the Faculty, the Cabinet, or by any University committee. Any proposal initiated by a membership body must be supported by a majority vote of that body.

**1.5.2 Review Process.** A proposal initiated by any of the officials or bodies, other than the Board, shall be submitted in writing to the Vice President for Academic Affairs. The submittal shall contain a specification of the sections of the *Faculty Handbook* to be modified, the language to be added to or deleted from the *Faculty Handbook*, a narrative description of the object of the proposed modification, and a verification of endorsement by the initiating officials or body. The Vice President for Academic Affairs shall, upon determination that the provisions governing the initiation of a modification proposal have been satisfied, submit the proposal to the Faculty for consideration at its next regularly scheduled meeting or at a special meeting called for the purpose of considering the proposal. The Faculty shall take action on the proposal at the meeting at which it is submitted for consideration. It may take any of the following actions on the proposal:

- a. Approve it and recommend its adoption by the Board;
- b. Approve with modifications and recommend its adoption by the Board as modified;
- c. Recommend its disapproval by the Board;
- d. Recommend its referral for further study by the Faculty or another University body with specifications of the issues to be considered and a recommended time limit for such referral.

In the case of actions constituted as in the case of items a, b, or c, above, the Vice President for Academic Affairs shall report the action of the Faculty to the President. The President shall submit the proposals, the actions of the Faculty Assembly, and such additional recommendations as the President shall deem advisable to the Academic Affairs Committee of the Board for a first reading. In the case of an action constituted as in the case of item d, above, the Vice President for Academic Affairs shall refer the proposal and action of the Faculty to the President, who may refer the matter as requested, or submit it to the Academic Affairs Committee of the Board for a first reading.

**1.5.3 Proposals Initiated by the Board.** In the case of proposals initiated by the Board or any of its committees, the proposal shall be submitted to the Faculty for review subject to such specifications of procedure and timing as the Board shall establish. Review by the Faculty shall be in accordance with the prescriptions of Section 1.5.2 of the *Faculty Handbook*, as modified in the specifications contained in the referral from the Board.

**1.5.4 Final Action on Proposals.** Subsequent to a first reading, the Board shall take final action on all proposals to modify the *Faculty Handbook*. In cases where the Board of Trustees takes final action on a proposal that is contrary to the recommendation of the Faculty, the final action of the Board shall contain a specification of reasons for its contrary action that shall be submitted to the Faculty through the President. Actions of the Board modifying the *Faculty Handbook* pursuant to this process shall be effective upon approval, or at such later time as specified by the Board, subject to satisfactory review by legal counsel.



## CHAPTER 2: FACULTY PERSONNEL POLICIES

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**2.0 Scope and Application.** This chapter becomes a part of every Faculty member's contract of employment except to the extent that an individual Faculty member's contract contains provisions that are inconsistent with, or disclaim incorporation of, terms and provisions of this chapter. This chapter is the official statement of policies, obligations, responsibilities, rights, and privileges pertaining to Faculty. All Faculty are required to be familiar with and abide by the terms and provisions of this chapter and of their individual contracts of employment as conditions of their employment with the University.

**2.1 Definition of Faculty Status.** For the purposes of this chapter, "Faculty" shall be defined to encompass those persons employed in the College at the University who carry rank, titles or positions defined under "Ranked Faculty", "Titled Faculty" or "Special Status Faculty", below.

**2.1.1 Ranked Faculty.** The four academic ranks approved by the University include: Instructor, Assistant Professor, Associate Professor, and Professor.

**2.1.2 Titled Faculty.** The academic titles approved by the University include: Lecturer, Teaching Specialist Faculty, Adjunct Professor, Visiting Professor, and Artist-in-Residence. Titled academic Faculty shall be employed only on term contracts and are subject to the following conditions unless otherwise specifically provided in their individual appointment contract or elsewhere in this chapter:

- A. They shall have only those Faculty responsibilities as assigned by the VPAA or the President.
- B. Adjunct and Visiting Professorships shall be determined on the basis of the individual's rank qualifications.
- C. The use of academic titles shall not be construed as the conferring of rank.

**2.1.2.1 Lecturer.** The title of "Lecturer" may be given to a person who teaches a limited number of courses in a specific area of expertise.

**2.1.2.2 Teaching Specialist Faculty (TSF).** The title of "Teaching Specialist Faculty" may be given to a full-time Faculty member with strong teaching credentials who focuses on teaching and advising and is excused from the normal expectations for research and service.

**2.1.2.3 Adjunct Professor.** The title of "Adjunct Professor" may be given to a person who possesses the credentials and/or experience to hold rank but whose primary employment relationship is outside the University.

**2.1.2.4 Visiting Professor.** The title of "Visiting Professor" may be given to a person who had a temporary or permanent association at another institution of higher education and is associated with the University while on leave from such other institution or who is otherwise hired to fill a Faculty position on a temporary basis.

**2.1.2.5 Artist-In-Residence.** The title of "Artist-in-Residence" may be given to an individual who is associated with the University by term contract to perform specific limited duties within an area of special expertise or training under conditions established by the University.

**2.1.3 Special Status Academic Faculty.** Special status Faculty include Emeriti Faculty, Adjunct Faculty, Affiliate Faculty and Librarians.

**2.1.3.1 Emeritus Faculty.** The University and the Board may confer the title of Emeritus upon a retiring Faculty member who has achieved eminence through scholarship, creative work, and distinction of service to the University. Designation of professor Emeritus is not an inherent recognition of seniority, but of high distinction in teaching, professional development, and University service.

**2.1.3.1.1 Appointment Criteria.**

- A. The individual must be eligible to retire under the University's retirement plan.
- B. The individual must have completed ten years of full-time ranked Faculty service at the University immediately prior to retirement.
- C. Nominations must be made to the VPAA by December 31. The VPAA will forward nominations and his recommendations to the President, and the President, upon his consideration, shall forward his recommendation to the Board.
- D. The individual must be approved for Emeritus status by the Board.

**2.1.3.1.2 Appointment Process.**

- A. Upon notification of intent to retire an individual may be nominated for Emeritus status to the VPAA.
- B. The nomination shall be in writing and must include a one-page resume and a one-page summary highlighting fulfillment of the criteria as well as other contributions made to the University.
- C. The VPAA shall make a recommendation to the President.
- D. The President shall review all previous recommendations and forward a recommendation to the Board.
- E. The Board shall make the decision as to the granting of Emeritus status to the nominee.
- F. The decision of the Board shall be final and not subject to further review.

**2.1.3.1.3 Privileges.** The granting of Emeritus status is an honorary designation which entails no assigned duties, responsibilities, compensation, office space or use of clerical staff. Faculty granted Emeritus status shall have their names listed in the University Undergraduate Catalog, have privileges of the regular Faculty and academic staff as defined from time to time by the University. These privileges are gratuities and not contractual rights and may be modified by the University at any time without notice or obligation.

**2.1.3.2 Adjunct Faculty.** An Adjunct Faculty member is a part-time teacher appointed on a course by course basis. Such Faculty are appointed on term contracts only and usually have only the duties directly associated with teaching and do not perform committee work nor assume other responsibilities required of ranked Faculty.

**2.1.3.3 Affiliate Faculty.** The special status of "Affiliate Faculty" may be awarded by the President upon written recommendation of the VPAA to those persons whose employment is with a person or organization that is associated with the University by affiliation contract or to those persons who are practicing professionals or independent scholars who are associated with the University for specific research purposes. Affiliate status is awarded as a courtesy of the affiliation relationship and Affiliate Faculty are entitled only to those benefits or rights as specified in the affiliation contract.

**2.1.3.4 Librarians.** Professional librarians may be given the title of Special Status Academic Faculty. They shall be employed only on term contracts and are not eligible for tenure. They are voting members of the Faculty and serve with full privileges on any of its committees.

**2.1.4 Administrative Faculty.** For contract purposes, "administrative Faculty" shall be defined to include administrative employees who carry academic rank. Administrative Faculty shall be employed by administrative contracts. Terms and conditions of employment of administrative Faculty are provided for in the Staff Manual.

**2.1.5 Professional Staff.** For contract purposes, "professional staff" shall be defined to include administrative employees who do not carry academic rank and are therefore not considered to be Faculty. Professional staff shall be employed by administrative contracts. Terms and conditions of employment of professional staff are provided for in the Staff Manual.

**2.1.6 Qualifications for Appointment to Rank.** At the time of initial appointment, the President shall approve academic rank for academic and administrative Faculty based upon recommendation of the VPAA. Satisfaction of degree/experiential requirements shall be determined by the VPAA. Degrees and teaching experience must be from regionally accredited post-secondary institutions unless otherwise determined by the VPAA. "Years," with respect to teaching experience, shall mean full-time teaching for a full academic year. A maximum of five (5) years of appropriate full-time other professional experience may be substituted for full-time ranked teaching experiencing in determining rank qualifications. Equivalencies or exceptions to any qualifications shall be determined by the VPAA. Designation of rank shall include identification of the Faculty member's program area. Academic Faculty appointed to the ranks of Instructor, Assistant Professor, and Associate Professor must display evidence of potential for promotion.

Earned degrees of appointees to the academic Faculty must be in the discipline or field of primary contract responsibility or in one of the appropriate cognate areas for interdisciplinary studies. The VPAA shall have the responsibility for determining appropriateness of degree field to program area assignment.

Unless otherwise specified below, the earned doctorate, for the purposes of Chapter 2, is the appropriate terminal degree for initial appointment of academic Faculty in all program areas except those for which disciplinary or regional accrediting agencies make different provision or those for which doctoral programs are rarely or not at all available. The VPAA shall have the responsibility for determining the appropriateness of terminal degree requirements.

The following are minimal qualifications for initial appointment to rank. Determinations of equivalencies or exception to standard qualifications shall be determined by the VPAA subject to final approval by the President.

**2.1.6.1 Instructor.**

- A. No previous post-secondary teaching required but teaching experience or demonstrated knowledge of the principles of successful teaching are required.
- B. A master's degree, substantial progress toward an earned graduate degree, or the equivalent in other professional attainments.
- C. Promise of scholarship evident in the undergraduate and graduate records, or in the equivalent professional attainments.
- D. A record of participation and indication of interest in service to the University and community.
- E. Commitment in principle and practice to the Mission of the University.

**2.1.6.2 Assistant Professor.**

- A. Earned doctorate plus two (2) years teaching at the collegiate level or a prior record of outstanding achievement or experience directly related to the academic field; A.B.D. plus three (3) years teaching at the collegiate level or a prior record of outstanding achievement or experience directly related to the academic field; or master's degree or its academic equivalent plus four (4) years teaching at the collegiate level in addition to the qualifications required of an Instructor. For promotion to Assistant Professor at least two (2) consecutive years of the full-time college teaching shall be at the University. However, an Instructor who earns a doctorate shall be promoted immediately to Assistant Professor upon completion of two (2) years full-time teaching at the University in the rank of Instructor, or a prior record of outstanding achievement or experience directly related to the academic field.
- B. Demonstration of competence and originality in past practice or in potential in the instruction of courses in the field of concentration.
- C. Demonstrated ability to do independent scholarly or creative work.
- D. Demonstration of the willingness and commitment to provide competent service on Faculty committees, as an advisor, in extracurricular activities and in community service.
- E. Commitment in principle and practice to the Mission of the University.

**2.1.6.3 Associate Professor.**

- A. Earned doctorate plus four (4) years teaching at the collegiate level or a prior record of outstanding achievement or experience directly related to the academic field; A.B.D. plus five (5) years teaching at the collegiate level or a prior record of outstanding achievement or experience directly related to the academic field; or master's degree or its academic equivalent plus six (6) years teaching at the collegiate level in addition to the qualifications required of an Assistant Professor. For promotion to Associate Professor at least two (2) consecutive years of the full-time college teaching must be at the University in the rank of Assistant Professor.
- B. The master's degree plus additional graduate work or the equivalent in other professional attainment.
- C. Maturity in teaching ability and continued interest in teaching skills and in enrichment of classroom presentations.
- D. Continued evidence of scholarly or creative productivity.
- E. Growth in extent and influence of services on Faculty committees, as an advisor, in extracurricular activities, and in community projects.
- F. Commitment in principle and practice to the Mission of the University.

**2.1.6.4 Professor.**

- A. At least eight (8) years teaching at the collegiate level in addition to the qualifications required of an Instructor and Assistant. For promotion to Professor, at least two (2)

consecutive years of the full-time college teaching must be at the University in the rank of Associate Professor.

- B. Contributions in scholarship or in creative work that approach or attain recognition in the field.
- C. Leadership on Faculty committees and as a department chair or in assistance with formulation of department policies and leadership in the projects of the larger University community.
- D. Commitment in principle and practice to the Mission of the University.

**2.1.7 Exception.** In extraordinary cases where a Faculty member possesses a prior record of outstanding achievement or experience directly related to the academic field for which appointment is being considered, an exception may be made to the above requirements for placement in rank, if and only if, such exception is given prior approval by the President. Appointments generally will be made on the basis that the prospective Faculty member is eminently qualified to fulfill the duties of the Faculty position for which he/she is being hired.

**2.2 Types of Contract.** The types of contract which shall be utilized to employ Faculty shall be of three kinds and denominated, "Term", "Tenure Track", and "Tenure".

**2.2.1 Term.** A term contract is for a designated period and automatically terminates upon the expiration of that period. Re-employment of an employee after termination of a term contract is solely within the discretion of the University.

**2.2.2 Tenure Track.** A tenure track contract is for a designated period not to exceed one academic year and automatically terminates upon the expiration of that period. Employment under a tenure track contract entitles an employee to notice in accordance with the following schedule if the University determines not to rehire the employee during the subsequent academic year:

- (1) Not later than March 1 of the first academic year of employment under a tenure track contract, if the contract expires at the end of that academic year; or, if the contract is for less than a full academic year, at least ninety (90) calendar days in advance of its termination.
- (2) Not later than December 15 of the second year of employment under a tenure track contract, if the contract expires at the end of that academic year; or, if the second year contract is for less than a full academic year, at least one-hundred-eighty (180) calendar days in advance of its termination.
- (3) Prior to the commencement date of the last contract after two or more years of service under tenure track employment which in no event shall be less than two-hundred-seventy (270) calendar days in advance of its termination.

In recognition of the fact that the foregoing notice requirements are intended to provide the Faculty member with sustained income for a period of time while seeking to relocate employment, if the University fails to provide sufficient notice as prescribed, the Faculty member shall be entitled to receive extended employment for a period equivalent to the time period by which the notice is deficient, or, in the discretion of the University, the Faculty member may be given severance pay in an amount equivalent to the salary the Faculty member would have been entitled to receive for a period of time equivalent to the period of deficiency based upon the academic year base salary and academic FTE assignment of the Faculty member during the contract period when the notice is given. This provision shall not apply if the notice deficiency exceeds ninety calendar days and, in such case, the

Faculty member shall be re-employed for the next succeeding academic year with a FTE assignment not less than the FTE assignment of the preceding academic year.

**2.2.3 Tenure.** A tenure contract is for an academic year and gives the Faculty member the contractual right to be re-employed for succeeding academic years until the Faculty member resigns, retires, is discharged for cause, is terminated pursuant to a reduction in force, becomes disabled or dies, but subject to the terms and conditions of employment which exist from academic year to academic year.

**2.2.4 Contract Form.** The contract for the employment of Faculty at the University shall be in the form and style found in Appendix C.

## **2.3 Recruitment, Appointment and Orientation.**

**2.3.1 Equal Employment Opportunity.** The Board of the University hereby affirms its commitment to equal employment opportunity principles. The Board explicitly advocate the full and effective utilization of qualified persons regardless of race, religion, gender, national origin, age, handicap/disability, or military involvement, except where gender or handicap is a bona fide occupational qualification.

All employees of the University, in conducting their duties on behalf of the University shall abide by and seek to further the equal opportunity commitments of the University as a condition of their employment.

### **2.3.2 Recruitment.**

**2.3.2.1 Position Approval.** All vacant Faculty or academic administration positions must be budgeted and approved for hiring prior to recruitment and appointment. Such approval must be obtained from the VPAA or the President.

**2.3.2.2 Position Description.** All Faculty positions must have an approved description on file in the VPAA's Office prior to recruitment and appointment. Such description must contain all manifestly job-related criteria necessary for successful performance of the duties and responsibilities of the position.

**2.3.2.3 Recruitment.** Recruitment must be conducted in compliance with the equal opportunity commitments of the University. Employees and agents of the University are prohibited from violating applicable federal, state or local non-discrimination laws in conducting recruitment activities on behalf of the University.

### **2.3.3 Appointment.**

**2.3.3.1 Offer of Employment.** Offers of employment may only be extended in writing and must be approved in advance by the VPAA or President. Employment of Faculty is subject to approval by the President. No written contract of employment is valid and/or binding on the University unless and until signed by the President or his/her duly authorized designee.

**2.3.3.2 Appointment Forms.** All appointments shall be documented on forms approved by the University. Any terms or conditions of employment contrary to the provisions of this Chapter must be specified in writing on the appointment form. No oral commitments or representations shall be binding on the University.

**2.3.4 Orientation.** It shall be the duty of each department chair to orient each new Faculty member under his/her supervision to the policies, regulations and procedures of the University and the job

duties and responsibilities of the Faculty member's position. Such orientation shall be sufficient if the Faculty member is provided a copy of this handbook and the position description for the position which he/she has been hired to perform. Thereafter, it shall be the obligation of the Faculty member to inform the chair if further orientation is necessary or desired.

**2.3.5 Immigration Status Policy.** All employees hired by the University must present documentation establishing their identity and employment authorization in accordance with the immigration laws of the United States prior to hire and upon request of the University at any time after hire. The following documentation, if authentic, shall be sufficient to establish identity and employment authorization for an individual:

1. A United States passport;
2. A certificate of United States citizenship;
3. A certificate of naturalization;
4. An unexpired foreign passport, if the passport has an appropriate, unexpired endorsement of the U.S. Attorney General authorizing the individual's employment in the United States; or
5. A resident alien card or other alien registration card, if the card:
  - a. Contains a photograph of the individual or such other personal identifying information relating to the individual as the U.S. Attorney General finds, by regulation, sufficient for purposes of this sub-section, and
  - b. Is evidence of authorization of employment in the United States.

The following documentation, if authentic, shall be sufficient to establish employment authorization for an individual:

1. A social security account number (other than such a card which specifies on the face that the issuance of the card does not authorize employment in the United States);
2. A certificate of birth in the United States or establishing United States nationality at birth, which certificate the U.S. Attorney General finds, by regulation, to be acceptable for purposes of this section, or
3. Other documentation evidencing authorization of employment in the United States which the U.S. Attorney General finds, by regulation, to be acceptable.

The following documentation, if authentic, shall be sufficient to establish identity for an individual:

1. A driver's license or similar document issued for the purpose of identification by a State, if it contains a photograph of the individual or such other personal identifying information relating to the individual as the Attorney General finds, by regulation, sufficient; or
2. In the case of individuals under 16 years of age or from a State which does not provide for issuance of an identification document (other than a driver's license) referred to in (1), above, documentation of personal identity of such other type as the U.S. Attorney General finds, by regulation, provides a reliable means of identification.

In addition, each employee must sign an attestation on a form authorized by the U.S. government, that he/she is a citizen or national of the United States, an alien lawfully admitted for permanent residence, or an alien who is authorized under federal law or by the U.S. Attorney General to be hired, recruited, or referred for employment by the University.

Any employee failing to provide proper documentation as specified above, upon request, shall be ineligible for hire or continued employment with the University. Such failure shall be just cause for discharge of any employee, regardless of contract rights.

**2.3.6 Nepotism.** An employee of the University, Faculty or other, may not be the supervisor of a member of her/his immediate family. Nor may he/she be the supervisor of a member of the immediate family of her/his subordinate.

A Faculty member in a collateral assignment, such as a department peer or committee member, shall not participate in the appointment, retention, promotion, fixing of an individual salary, granting of a leave, or other individual employment action of the University for a member of his or her immediate family. For the purposes of this provision, the immediate family is a spouse, parent, child, brother, sister, mother, father, cousin, niece, nephew, aunt, uncle, grandparent, or any of the foregoing "step" relationships.

**2.4 Faculty Personnel Records.** The University maintains official personnel files for each Faculty member in the Human Resources Office. This file includes vitae, recommendations, official transcripts of academic work, and correspondence and records dealing with terms and conditions of employment. The file is maintained as a business record of the University, is administered by the University and is subject to its disposition and control. The personnel files are available to the members of the Board, the Administration and its agents, and others as necessary to allow the University to comply with law and standard business practices.

A Faculty member may, in the presence of a designated University official, review his/her own personnel file on request, other than confidential letters of reference or recommendation, evaluations by departmental colleagues, records and documentation regarding civil or criminal matters, and records of disciplinary or grievance matters.

It is the responsibility of each Faculty member to maintain a current curriculum vita on file with the VPAA's Office and the personnel office. It is also required that Faculty members notify the Human Resources Office of any address change, change in family status, or any other change-related to personnel records or benefit status.

**2.5 Evaluation.** Faculty members at the University are subject to continuing performance assessment. The following process will normally be used for formal evaluation and may be used for all employment related evaluation purposes, including without limitation, tenure, promotion, continuance and differential salary determinations.

**2.5.1 Evaluation Process.** The VPAA will announce the schedule and process for formal evaluations of Faculty and department heads. The Assessment Committee will review and recommend the appropriate instruments for use in the formal evaluation process. Faculty shall submit materials through department heads to the Office of the VPAA, as applicable and as required in accordance with the announced schedule. Faculty will be evaluated on the quality and sufficiency of their performance of the duties and responsibilities set forth in this *Faculty Handbook* and those that may be specified in the individual's appointment contract. All evaluation material will be returned to the Faculty.

**2.5.2 Student Evaluations of Teaching.** The College and Graduate Programs will conduct student evaluations of teaching performance. All Faculty are required to administer the student evaluation process in the classroom for at least two courses per semester and at least 4 courses per academic year. The student evaluation format will be selected or designed by the VPAA in consultation with the



Assessment Committee and will include questions and evaluation criteria common to all classes. At least 50% of the evaluations each academic year must use quantifiable scales. The other 50% of student evaluations may be qualitative or narrative and college-wide or discipline/program-specific. A summary of the evaluation results will be provided to the Faculty member, department head, and the office of the VPAA.

**2.5.3 Professional Development Planning.** Each Faculty member is required to prepare and submit an individual program of professional development in each evaluation cycle. The individual program should fit the Faculty member's duties and responsibilities, professional goals, and shall address the college and/or graduate school's and the department's mission, goals, and objectives. The program shall be developed in consultation with the department or unit head and submitted in writing to the VPAA in accordance with a schedule established by that office.

**2.5.4 Performance Improvement Planning.** In the case where serious deficiencies in performance are identified, the VPAA may, in consultation with the Faculty member, institute a prescriptive plan for performance improvement. That plan shall identify the specific performance deficiencies, the level of proficiency or performance to be achieved, the time lines for achievement of the required improvement, and the activities to be pursued in support of the plan. The Faculty member shall be responsible for implementation of the plan and for reporting progress to the VPAA or other designated administrator.

**2.6 Promotion.** The procedures that follow serve as a guide to the administration and Faculty in regard to the qualifications for advancement in academic rank. The provisions herein are neither absolute nor automatic. When considering an individual for advancement in rank, the qualifications are to be interpreted by the President acting upon the recommendations of the VPAA.

**2.6.1 Promotion Review.** During the Spring semester of each academic year, Faculty who are eligible and apply to be considered for advancement in rank will be reviewed for this purpose. If approved by the President and Board, the subsequent year's contract will reflect the new rank.

**2.6.2 Bases for Promotion.** The basic requirements for rank are those qualifications set forth at Section 2.1.6. The following requirements specify the additional requirements necessary for a Faculty member to advance in rank.

- A. Mission. Demonstrated commitment in principle and practice to the Mission of the University.
- B. Time in Rank. A minimum of two (2) contract years of full time teaching service to the College in the existing rank, not to include, unless otherwise approved by the President in writing, time spent on sabbatical, leave of absence, or assignment to administrative duties while holding teaching rank.
- C. Teaching Ability. Excellence in teaching.
- D. Scholarly Activities. Above average performance in scholarly activities. See Section 2.9.1.2 for a definition of scholarly activity.
- E. Service. Progressively increasing quality service to the College and community.
- F. Student Service. Excellence in service to students.

**2.6.3 Outline for Application.** The timeline for the review process will be announced early in the Fall and/or Spring semester. The following outline will be used by Faculty in organizing their application for promotion.

The application shall include:

- A. A cover letter confirming the Faculty member's desire to enter the promotion

- review process.
- B. A title page containing name, rank, date of submission and assignment.
  - C. A table of contents listing the entries as they appear in the document.
    - 1. History of service at the College.
    - 2. Mission.
      - a. Narrative statement.
      - b. Documentation of activities in support or pursuit of the Mission.
    - 3. Teaching and related activities (accomplishments and documentation).
      - a. Narrative statement.
      - b. Self-evaluation.
      - c. Student evaluations.
      - d. Peer and Department Head Evaluations.
      - e. Professional development activities.
      - f. Additional evidence.
    - 4. A summary of scholarly activities (accomplishments and documentation).
      - a. Narrative statement.
      - b. Documentation of results or products.
      - c. Additional evidence.
    - 5. Service.
      - a. Narrative statement.
      - b. Recommendations and commendations.
      - c. Additional evidence.
    - 6. Service to Students.
      - a. Narrative statement.
      - b. Documentation of activities.
      - c. Additional evidence.
    - 7. Curriculum Vitae.

## 2.7 Tenure.

**2.7.1 Purpose and Philosophy.** The University recognizes the value of tenure as promoting favorable conditions for the exercise of academic freedom and for the orderly development of the University as a community of teachers and scholars.

In tenure reviews, decisions made by the University are of extreme importance in the institution's pursuit of its Mission. Achievement of tenure should never be regarded as a routine or automatic award. It must, rather, reflect and affirm professional competence and performance measured against national standards at comparable institutions, and a willingness by the applicant to assume leadership responsibilities in fulfillment of the University's Mission.

The University's decision to grant tenure is subject to the determination by the University that the Faculty member's services will continue to be needed and that the institution's financial resources are sufficient to meet a long term commitment. It is also required that the tenured Faculty member's level of performance will be maintained and improved continually.

**2.7.2 Eligibility for Tenure.** To be eligible for tenure a Ranked Faculty member holding the rank of Assistant Professor or above must hold a Tenure Track appointment as defined in Section 2.2. The probationary period for a tenure track Faculty member shall begin to accrue when the Faculty member is appointed to a Ranked Faculty position on a tenure track contract and shall normally be six years of full time continuous service, except as provided below. Upon the mutual agreement of the Faculty

member and the VPAA, full-time service at the rank of instructor or above in colleges or universities of recognized standing may be counted as part of the probationary period. (A university or college of recognized standing is an institution accredited by one of the six regional accrediting institutions, e.g., North Central.) Notwithstanding the foregoing, and unless otherwise approved by the President and the Board, the University requires not less than three years of full-time ranked tenure track service at the University even though the Faculty member's total probationary period in the academic profession is thereby extended beyond the normal maximum of six years. The precise terms of any credit given for previous teaching experience and the length of the probationary period to be fulfilled at the University shall be stated in writing by the University at the time of the initial appointment and shall be incorporated into the initial and each subsequent contract of employment in order to be binding on the University. Since the actual conferral of tenure is an affirmative act by the President and the Board, the Faculty member must formally request tenure during the sixth or last year of probationary status.

The six-year probationary period must be continuous with the exception that a maximum one year's interruption because of a leave of absence or because of part time service will be permitted as will an interruption for any period of time due to compulsory military service to the extent required by the military leave policy. Other interruptions in service may be counted as part of the probationary period in the discretion of the University. The University may defer a Faculty member's consideration for tenure even if the extension results in an extension of the probationary period beyond six years due to financial concerns that make it doubtful that the University can support a tenure commitment or in order to conduct a further assessment of issues related to the Faculty member's performance during the fifth or sixth years of service.

A Faculty member at any rank who is denied tenure shall normally be retained on the Faculty until the end of the academic year following the one in which there was notification of the denial unless the Faculty member is converted to Term contract employment status. Exceptions may also occur in instances of severance for cause or pursuant to a reduction in force.

Upon recommendation of the VPAA and with approval by the President, a new Faculty member with extraordinary credentials who has previously been tenured at a college or university of recognized standing may be granted tenure by the Board without the required University of Dubuque probationary period.

**2.7.3 Review Procedure for Tenure Track Faculty Members.** A Faculty member holding a Tenure Track Appointment shall be evaluated for reappointment on a yearly basis by the VPAA. No later than the end of each academic year he/she will be advised on his/her progress toward meeting the requirements for tenure. Any deficiencies hindering future tenure consideration shall be identified and discussed. Necessary corrective measures shall also be identified. This discussion shall subsequently be summarized in writing within fourteen calendar days and forwarded to the Faculty member.

**2.7.4 Criteria for Tenure Consideration.** In addition to the satisfaction of the eligibility requirements set forth in Section 2.7.2, above, eligibility for tenure consideration is based upon the satisfaction of performance criteria. These criteria are as follows:

- A. Demonstrated support in principle and practice for the Mission of the University.
- B. Demonstrated excellence in teaching.
- C. Professional Growth and Development. Consistent, mature and progressive growth in scholarly achievement, recognition in the Faculty member's discipline and with professional organizations.
- D. Service to the Institution. Progressively increasing quality service and the contribution of leadership to the University community.
- E. Student Service. Excellence in service to students.

**2.7.5 Outline for Application.** The following outline shall be used by Faculty in organizing their application for tenure. The application shall include:

- A. A cover letter confirming the Faculty member's desire to enter the tenure review process.
- B. A title page containing name, rank, date of submission and assignment.
- C. A table of contents listing the entries as they appear in the document.
  1. History of service at the University.
  2. Commitment to Mission.
    - a. Narrative statement.
    - b. Documentation of activities in support or pursuit of the Mission.
  3. Teaching and related activities (accomplishments and documentation).
    - a. Narrative statement.
    - b. Self-evaluation.
    - c. Student evaluations.
    - d. Peer Evaluations.
    - e. Professional development activities.
    - f. Additional evidence.
  4. A summary of scholarly activities (accomplishments and documentation).
    - a. Narrative statement.
    - b. Documentation of results or products.
    - c. Additional evidence.
  5. Service.
    - a. Narrative statement.
    - b. Recommendations and commendations.
    - c. Additional evidence.
  6. Service to Students.
    - a. Narrative statement.
    - b. Documentation of activities.
    - c. Additional evidence.
    - a.
  7. Curriculum Vitae.

**2.7.6 Timeline and Procedures.** An eligible Faculty member who wishes to be considered for tenure must submit the materials outlined in Section 2.7.4, above, to the VPAA no later than October 1. Prior to October 15 each year, the VPAA shall convene the Faculty Advancement Committee (FAC) to consider all requests for tenure. Members of the FAC shall be provided access to all evaluative data concerning the candidate for tenure and additional information it wishes to review as it formulates a recommendation.

Prior to February 1 of each year, the FAC shall complete their review of candidates for tenure and forward written recommendations to the VPAA.

The VPAA shall review all evaluative data and forward a recommendation to the President no later than March 15<sup>th</sup>. The President shall also review the evaluative data and the other recommendations and prepare a recommendation to the Board.

All recommendations shall be transmitted by the President to the Academic Affairs Committee of the Board and to the Board for final consideration.

All decisions of the Board will be communicated in writing to the candidate. Awards of tenure shall be effective with the next ensuing academic year.

## 2.8 Separation.

**2.8.1 Retirement.** Faculty may retire at any time so long as they comply with the conditions attendant to resignation provided below. Retirement benefits are as provided in Article 2.14.

**2.8.2 Resignation.** Faculty may resign their appointments, (a) by giving written notice to the President at least ninety (90) calendar days prior to the beginning of the Contract Term, or (b) at the end of an academic term, provided written notice is given to the President at least sixty (60) calendar days prior to the final scheduled day of the academic term.

**2.8.3 Nonreappointment.** Nonreappointment of Faculty members employed on Tenure Track contracts shall be accomplished in accordance with the provisions of subsection 2.2.2. Faculty on Term contracts may be non-reappointed without notice or cause.

**2.8.4 Dismissal.** The contract rights of a Faculty member may be terminated and the Faculty member dismissed from the University at any time for adequate cause. "Adequate cause" shall mean:

- A. Grave moral delinquency.
- B. Incompetence.
- C. Persistent insubordination.
- D. Conviction, or entry of plea of guilty or no contest for a crime which, in the judgment of the Board, renders the Faculty member unfit to perform the duties and responsibilities of a Faculty member at the University.
- E. Violation of the code of conduct set forth in Article 2.9.
- F. Scientific misconduct.
- G. Violation of other policies or regulations of the University which, in the judgment of the Board, renders the Faculty member unfit to perform the duties and responsibilities of a Faculty member at the University.
- H. Plagiarism, falsification of credentials, or false reporting of research results.
- I. Serious violation of the civil rights of a student or another University employee or an applicant for the status of student or employee.
- J. Failure to satisfy the requirements of a prescriptive plan for performance improvement established pursuant to the provisions of Article 2.5.
- K. Demonstrated lack of support for the Mission of the University.
- L. Other cause which is directly and substantially related to the fitness of the person to perform the duties and responsibilities of a Faculty member at the University.

**2.8.4.1 Procedure.** When, in the view of the President, there are substantive grounds for the dismissal of a tenured Faculty member or the dismissal of a Faculty member previous to the expiration of an appointment, the President, or his delegate, will frame with reasonable particularity a statement of charges. This step will be taken only when less drastic courses of action do not produce or promise to produce, in the judgment of the President, a remedy.

The President will initiate formal dismissal proceedings by addressing a written communication to the Faculty member informing him or her of the statement of charges, and that he or she will be dismissed as of a date specified in the written communication. The Faculty member will also be notified by the President that he or she may file a formal grievance within fifteen working days from the date of the delivery of the communication. If a grievance is filed, the grievance shall be initiated at Step 3, the burden of establishing cause shall be on

the University. If no grievance is filed, the dismissal will take effect as indicated in the written communication specified above.

Pending final decision, the Faculty member may be suspended, or assigned to other duties in lieu of suspension. Salary will continue during the period of the suspension.

**2.8.5 Reduction in Force.** The contract rights of Faculty may be terminated for reason of financial emergency or program discontinuance. "Financial emergency" exists when the financial resources available to the University for instructional services is determined by the Board to be inadequate to maintain the level of Faculty staffing then in place. "Program discontinuance" means the elimination of a degree, program area, department, major, minor, college or school through action initiated by the Board of Trustees, or as a result of a loss of accreditation. A "program area" shall mean a cluster of courses designated by a common and approved course prefix leading to a degree or other educational credential. The VPAA shall from time to time, after consultation with the department chairs of those departments in which the program area is housed, and the related dean, designate the program areas of the University.

**2.8.5.1 Implementation.** Prior to the termination of contract rights of Faculty hereunder, the President shall prepare and promulgate to the Faculty, a plan for implementation of the reduction in force. The Plan shall at a minimum contain the following elements:

- A. A detailed description of the facts and circumstances considered and the evidence relied on by the Board in determining that cause for a reduction in force exists.
- B. A detailed description of alternatives to a reduction in force considered by the Board and the reason(s) supporting rejection or, if implemented, the effect or projected effect thereof.
- C. An identification of the academic area to be impacted and the Faculty employed in the described area.
- D. In the case of a reduction in force due to financial emergency, a description of how the reduction in force will improve the financial condition of the University and a plan for avoiding similar financial circumstances in the future.
- E. In the case of reduction in force due to program discontinuance, a description of the affect of the program discontinuance on student enrollments and related programs, if any.

The President shall convene a meeting of the University Planning and Finance Committee (UPFC) and hold at least one open forum to receive Faculty input. The schedule of the meeting and the open forum shall be established by the President.

**2.8.5.2 Recall.** Full-time ranked Faculty who are terminated pursuant to a reduction in force shall be maintained on a recall list for 365 calendar days from the effective date of termination, which shall be the last day of service under their tenure contract. Persons on a recall list shall have a right of first refusal for any position vacancy at the University for which they are qualified based upon a comparison of the job description for the vacant position and the person's qualifications. Qualification shall be determined by the University. If more than one person on a recall list is qualified for the same vacancy, the best qualified, as determined by the University, shall be entitled to priority for recall. Any person selected for recall shall be notified in writing of the position vacancy and his/her right of first refusal by certified mail return receipt requested, addressed to the person's last known address as appears in the personnel file maintained by the University. Such right of first refusal must be exercised within thirty (30) calendar days of the date when delivery of notice is made or attempted as

determined by postal certificate. If the person elects to accept the position, he/she shall be required to begin employment within sixty (60) calendar days of the date of delivery or attempted delivery of notice as determined by postal certificate unless a longer period is otherwise agreed to or required by the University. Upon re-employment pursuant to this procedure, the employee shall be entitled to that compensation and status that is attendant to the position and not to the compensation and status levels previously held as a tenured Faculty member. If the best qualified person refuses recall, the position shall be offered to the next best qualified person in descending order until a person accepts or all qualified persons have been offered the position.

**2.8.5.3 Review.** Any Faculty member whose contract rights are terminated pursuant to a reduction in force hereunder, may file a grievance beginning at Step 3 to determine if the provisions of this section 2.8.5 have been properly applied and to determine if any other rights of the Faculty member have been violated by the termination. The burden of establishing cause for the termination shall be upon the University. The decision shall take the form of findings of fact, conclusions, and a recommended disposition which shall be forwarded to the Board for final disposition. Copies shall be provided to the President and the grievant. The Board shall render the final decision and may pursue such additional procedures in reaching its decision as it deems advisable.

**2.8.5.4 Notice.** Full-time ranked tenure track and tenure Faculty terminated pursuant to a reduction in force hereunder shall be given such notice as the Board determines is feasible, provided that Faculty terminated by reason of program discontinuance shall be given at least 365 days notice unless for compelling reasons beyond the control of the Board such notice cannot be provided.

## **2.9 Faculty Rights and Responsibilities.**

**2.9.1 Basic Responsibilities of Faculty.** Contracts of employment for academic Faculty require fulfillment of basic responsibilities of employment in accordance with standards for professional ethics and collegiality as described in Chapter 2.0 of this *Faculty Handbook*. Those basic responsibilities include adherence to University policies, performance of activities associated with teaching, scholarly activity, advising, mission, and service, and fulfilling workload expectations.

**2.9.1.1 Mission.** Faculty members are required to support in principle and practice the Mission of the University in the performance of their duties and responsibilities for the University.

**2.9.1.2 Teaching.** Classroom teaching is central to Faculty performance. Other activities also fall under the category of teaching. These include, without limitation, advising, development of new courses or curricula, supervision of independent study courses, mentorship of students, supervision of graduate student exams and theses, and supervision of student interns and student teachers, teaching via alternative modalities, e.g., ICN or Internet.

**2.9.1.3 Scholarship.** Publication is one way of demonstrating contemporaneity in an academic field. This category of activity includes but is not limited to publishing books, chapters, and articles; presenting artistic works, exhibitions, performances and workshops; obtaining competitive grants or fellowships; performing research; doing field work; attending workshops or conferences; engaging in formal studies or continuing education; and reading. The emphasis that is given to particular scholarly activities will depend on the discipline, the level of maturity of the Faculty member, and performance planning objectives and expectations. However, in general, scholarship that attracts national and/or international attention in a given discipline is of greater merit than scholarship that attracts local attention. Also, scholarship that is reviewed by fellow scholars is of greater merit than that which is not.

**2.9.1.4 Service.** This category includes membership on and active participation in or contribution to the work of university committees and task forces, supervisory roles, institutional development activities, library liaison, assistance in student recruitment activities, activities in pursuit of the Mission of the University, special or released-time assignments, membership and participation in professional organizations, transmitting professional knowledge to the public, community education programs, working with student organizations, consultation and other professional activities, and participation in community affairs, and service to churches and religious organizations.

**2.9.1.5 Academic Advising.** Every student who is seeking to complete a degree at the University is assigned, under the direction of the VPAA's Office, an appropriate advisor. The advisor is a Faculty member who works closely with individual students in making academic program plans. Specifically, the advisor helps with the selection of courses that each student proposes each semester and also works on the student's plan for an academic specialization. Each student must have the assigned advisor's approval on each semester's program of studies.

New freshmen are assigned an advisor according to the student's intended academic field of specialization. Because many students have not decided upon a major when they begin their University studies, Undeclared Major Advisors are made available to them. These advisors will help their advisees to focus their academic goals as they progress in their studies. When students decide upon a specific major, or change a major already decided on, they normally will be assigned a new advisor.

All Faculty are required to carry an equitable load of student advisees as determined by the VPAA's Office. The role of the Faculty advisor is crucial because the advisor is the liaison between the student and the institution. The advisor assists the student in understanding and applying policies and procedures, accessing information and pursuing the right avenues to obtain information and approvals.

The role of the Faculty advisor is to assist advisees in planning their academic programs. They are not authorized to change established policy or procedure of the University. Faculty members are required to perform their advising duties in a professional manner acting as a representative of and ambassador for the University.

**2.9.1.6 Workshops, Convocations, Commencement.** All Faculty members are required to participate in Commencement exercises, Faculty workshops and University convocations. Appropriate academic regalia must be worn by all Faculty members at the commencement and convocation ceremonies.

**2.9.1.7 Other Assignments.** Faculty members may be assigned additional academic duties within their Departments, Schools, or the University. These may include, but are not limited to, advisement, sponsorship of student organizations, school committees, recruitment assistance, presentations to University boards, committees, or organizations, special projects, or service on or work with Faculty and University committees.

**2.9.2 Adherence to University Policies.** As employees of the University, Faculty are required to adhere to official University policies as published in this *Faculty Handbook*, the University Catalog, or otherwise promulgated by the Board of Trustees, the President or administrative authorities.

**2.9.3 Statement of General Principles.**

**2.9.3.1 Re-affirmation of Principles.** The Board, charged by law with the responsibility for the governance of the University, re-affirms the following general principles as fundamental to the functioning of a University in a free society and declares them to be fully applicable at the University:



- A. **Academic Freedom.** All members of the University community (administrators, Faculty, staff and students) enjoy certain rights grounded in the nature of the community, the vitality of the educational process, and the requirements of the search for truth and its free dissemination. There exist inherent rights of academic freedom that include the freedom to learn, the freedom to teach, and the freedom to conduct research and to publish findings in a spirit and atmosphere of free and open inquiry to be exercised in concert with the established educational and deliberative processes of the University.
- B. **Rights and Collateral Responsibilities.** The rights and privileges held by members of the University community carry correlative responsibilities and obligations. Among these is the duty to respect and follow rules and regulations as have been, or may be, from time to time established. Such rules and regulations are designed to reflect the educational purpose of the institution, to protect the safety of the campus and its citizens and will be enforced by the administration and the Board.
- C. **Security of the Campus.** The purpose of the University is educational: teaching, learning, discussion, research, and service. The Board and the administration, Faculty, staff, students, alumni, and citizens must share the same goal for the University - - that it be a stable and peaceful center of education and inquiry, free from violence, the unlawful or improper use of force, coercion, intimidation, harassment or personal abuse. The employment of such objectionable tactics violates the rights of others and has an adverse effect on the entire institution; no such actions have any place in a University and none will be tolerated by the Board.
- D. **Right of Dissent.** The Board supports the academic freedom of all members of the University community. The Board does not seek conformity, but it insists that persons who choose to associate with the University actively support its Mission and business purposes and that any expression of dissent be made by legitimate means in accord with established governance processes of the University. The exercise of the freedom to dissent does not include the right to interfere with the rights of others or with the educational process of the University and will not be tolerated.
- E. **Communication.** Broad avenues of communication are essential to the orderly functioning of the University. Normally, input from all appropriate segments of the University community will be sought and considered in the establishment of governing principles of the University. The serious consideration of diverse viewpoints does not necessarily mean that such views will be accepted in whole or in part. The Board calls upon the administration and the Faculty to continue to implement reasonable means for hearing the voices of all elements of the University community as a method of ensuring harmony and understanding and to work toward improving communication among all constituencies of the institution.
- F. **Faculty Responsibilities.** The Faculty, individually and collectively, are required to accept a full measure of responsibility for the orderly functioning of the University. Faculty must fulfill their teaching responsibilities with full recognition that the use of the classroom as a forum for indoctrinating rather than educating students, for the introduction of matter remote or unrelated to the scope of the particular course or seminar, or for the agitation of students or instigation of students to disruption of University educational or administrative processes, violates accepted standards of the profession and will not be tolerated by the University.
- G. **Partisan Politics.** In exercising the rights of free speech and the honest expression of opinion on any subject, each member of the University community has a

concurrent obligation not to speak or act on behalf of the University without authorization to do so. In order to assure its autonomy and integrity, the University shall not become an instrument of partisan political action. The expression of political opinions and viewpoints shall be identified as those of the individual and not of the University. The Board shall maintain and protect the autonomy and integrity of the University and defend the academic process from both internal and external attacks and shall prevent the University from being exploited and being converted to an instrument of partisan political action.

- H. **The Law on Campus.** The University, while being a sanctuary for diversity of thought, free exchange of ideas, and the search for truth, is not, and should not be, a sanctuary for those who use unlawful means to pursue their ends. A part of the employment responsibilities of each and every University employee is to obey the laws of the land, in the course and scope of their employment and in their private pursuits.
- I. **Individual Accountability.** No member of the University community shall, by virtue of such membership, escape accountability for his or her actions. All members of the University community are subject to discipline if they act in such a way as to affect adversely, interfere with, or destroy the University's educational functions and business activities or to disrupt community living on the campus. All authorized University activities are deemed to be part of its educational and business functions. No member of the University community has the right to improperly interfere with another in the pursuit of education or in the conduct of University duties and responsibilities.
- J. **Disciplinary Action.** When any member of the University community violates a lawful University policy or regulation, such person shall be subject to disciplinary action by the University. If the person's behavior simultaneously violates a civil or criminal law, (State or Federal), the University may take disciplinary action independent of actions taken by civil authorities.

#### 2.9.4 University Code of Conduct

The University of Dubuque is committed to being a “community where diversity is appreciated and Christian love is practiced.” This commitment is reflected in the motto of the school, taken from I Corinthians 12:4, “Many Gifts, One Spirit.” The University is a people called together by God in a common Christian mission. Students, Faculty, staff, trustees, alumni/ae, friends, and administrators—people with diverse gifts and vocations—have been brought together, by God, to live in covenant community in service to God and the world.

Early in the formation of God’s people, the rules for life together were set down, “You shall not steal. You shall not bear false witness. . . You shall not covet” (Exodus 20). Paul summarizes these laws in his letter to the Romans with this commandment: “Love your neighbor as yourself” (Romans 13:9). Jesus summarizes it this way: “Do to others as you would have them do to you” (Matthew 7:12).

As an academic community committed to the Presbyterian tradition, we bind ourselves to live by these precepts. Having been blessed by God, we will seek daily to love and respect each other, so that we may be a blessing to the world.

The following standards govern the conduct of all employees of the University as a condition of their employment:

- A. University employees shall disqualify themselves from participating in any action on behalf of the University that directly affects a business in which they have a financial interest.
- B. No University employee shall acquire a financial interest in a business at a time when there is reason to believe that it will be directly affected by action of the employee, or an employee over which they have influence or control, taken on behalf of the University.
- C. No University employee shall use confidential information acquired by virtue of University employment for the employee's or another's private gain.
- D. No University employee shall request or accept a gift or a loan for themselves or others, 1) if it tends to influence them in the discharge of their official duties on behalf of the University, or 2) if they, within two years, have been involved in any action taken on behalf of the University directly affecting the donor or lender, or 3) if they know that they will be involved in any action on behalf of the University directly affecting the donor or lender.
- E. No University employee shall purchase or influence the purchase of services, equipment, instruments, materials, or other items for the University or its programs from any firm in which the employee has an interest. Note that the purchase of a book (or the designation of an assigned textbook) written by a Faculty member is not considered a conflict of interest.
- F. No University employee may make unauthorized use of privileged information acquired in connection with the University's activities.
- G. No University employee shall permit, directly or indirectly, disclosure or access to by an unauthorized party, or make other use for personal gain of University products, research results, materials, records, educational courses, courseware, programs or educational materials, trademarks, servicemarks, copyrighted material, insignia, names, tradenames, lists of donors, alumni or students, or other confidential or proprietary information of the University that are restricted or not made generally available.
- H. No University employee may let an outside activity interfere with his/her primary obligations to the University. This does not mean that an employee may not enter into an outside employment or consulting activities with prior written approval by the VPAA; however, if an employee does enter into outside employment or consulting activities, those activities must yield precedence to University assignments.
- I. No University employee may harass, intimidate, invade the privacy of, or interfere with another employee or student or volunteer in a manner that is offensive as determined by the University.

The Office of the President or the Academic Affairs Office are the proper venues for obtaining advice on matters relating to possible conflicts of interest or the interpretation and application of these policies.

**2.9.5 Academic Freedom.** The Faculty is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the University.

The Faculty is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

The University Faculty member is a citizen, a member of a learned profession, and representative of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from University censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and a professional educator, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not a University spokesperson.

**2.9.6 Professional Ethics.** The specific language of the AAUP Statement on Professional Ethics set forth at Appendix G is incorporated herein and compliance therewith is an obligation of all Faculty in the performance of their duties and responsibilities for the University.

**2.9.7 Plagiarism.** The specific language of the AAUP Statement on Plagiarism set forth at Appendix H is incorporated herein and compliance therewith is an obligation of all Faculty.

**2.9.8 Government Sponsored Research.** The specific language of the AAUP Statement on Preventing Conflicts of Interest in Government-Sponsored Research at Universities set forth at Appendix I is incorporated herein. Faculty who are faced with potential conflicts described therein shall disclose them to the VPAA who shall have the authority to administer the interest of the University with respect thereto.

**2.9.9 Control of Classroom.** If a student's conduct in class is such as to interfere with others in their pursuit of an education or is an intentional obstruction or disruption of teaching, the instructor should:

- A. Ask the student to stop doing whatever it is that is disruptive.
- B. If the disruption continues, the student should be asked to leave the class.
- C. If the student refuses, the instructor may dismiss the class and report the action to the VPAA's Office.
- D. The instructor and a representative of the Academic Affairs Office should meet with the student to attempt to resolve the problem.
- E. If the student persists in disrupting the class, the instructor may ask the Dean of Student Life to bring appropriate charges against the student under the student Code of Conduct.

In no event should the instructor attempt to physically remove the student from the class. If the student's behavior is threatening or considered dangerous, the instructor should dismiss the class and call Campus Security.

**2.9.10 Sexual Harassment.** The University's ability to achieve its Mission is dependent on the cooperative efforts of its staff and employees. For cooperation to exist, an atmosphere of

professionalism, marked by mutual trust and respect, is essential. It is imperative that members of this community be able to pursue their endeavors on behalf of the University in reliance on those common attributes. That atmosphere is damaged whenever the expectation of trust and common interest is abused in pursuit of personal interests which are not in concert with the interests of the University or the best interest of the co-worker.

Sexual harassment is conduct which violates these common expectations, is unprofessional, illegal and unethical. The University prohibits such conduct by any member of the staff, or by any person, organization or entity which partakes of the benefits or privileges of this institution.

Sexual harassment is defined as sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or receipt of services, (2) submission to or rejection of such conduct by an individual is used as the basis for employment or decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or performance or creating an intimidating, hostile, or offensive working environment.

Individuals who believe they have been the subject of sexual harassment may obtain redress through the established informal and formal procedures of the University. Complaints about sexual harassment will be responded to promptly. Confidentiality will be provided to the extent possible.

Any person who, or entity which engages in sexual harassment will be subject to discipline or debarment in accordance with the policies and procedures of the University.

Supervisory employees are required, as a condition of their employment, to enforce this policy statement by seeking to eliminate sexual harassment in the work environment under their jurisdiction, by reporting incidents of sexual harassment to the Human Resources Office, and by periodically informing supervised employees about this policy statement and their obligations hereunder.

Employees are prohibited from engaging in acts of sexual harassment directed toward other employees, or individuals associated with the University. Employees have the right to be free from sexual harassment during the course and scope of their employment or engagement in activities at the University. Employees are encouraged to remind other employees of the policy of the University prohibiting sexual harassment and to report incidents of sexual harassment to their supervisor and/or the Human Resources Office.

Students are required, as a condition of their enrollment at or participation in activities of University, to abide by this policy statement and prohibitions against sexual misconduct contained in the Student Conduct Code. Students have the right to be free from sexual harassment during the pursuit of their educational and social activities at the University. Students are encouraged to report incidents of sexual harassment to Dean of Student Life.

Clubs, associations and other organizations (and their members) affiliated with or partaking of the benefits, services or privileges afforded by the University are required to abide by this policy in the conduct of their University-related programs and activities.

Faculty members or other instructional personnel are prohibited from making or participating in decisions affecting a student's progress or standing or which may reward or penalize a student with whom the employee has, or has had, a sexual or romantic relationship. For full details of Title IX Sexual Misconduct Policy, refer to Appendix J.

## **2.10 Professional Development.**

### **2.10.1 Research Leave.**

**2.10.1.1 Purpose of Leave.** A research leave is awarded to provide time and resources for qualified Faculty members to revitalize themselves through writing, scholarship, travel, research, and/or further formal educational study which will contribute to the Faculty member's ability to discharge his/her obligations to the

University. Research leave must be for the demonstrable benefit of the University in meeting its responsibilities of teaching, scholarship, service, and advancement of knowledge, and must contribute to the further development of an individual as a teacher-scholar.

Research leaves are limited by the fiscal resources of the institution and by staffing considerations. The number of research leaves in a given year will be determined by the VPAA in consultation with the President in accord with the budget of University established by the Board. These leaves are competitive in nature and will be approved on the basis of specific requests including outlines of proposed activities to be pursued during the course of the leave.

**2.10.1.2 Primary Criteria.** Based upon purposes cited in the policy, leave proposals will be evaluated by the extent to which they:

- A. Contribute to the applicant's effectiveness in present and/or future teaching responsibilities; e.g., how will the intended travel, study, and/or research make the applicant a more effective teacher in terms of her/his present and/or future responsibilities (Teaching Effectiveness).
- B. Contribute to present and/or future programmatic needs within the member's curricula; e.g., how will the intended travel, research, and/or study plan benefit curricular programs now and in the future (Program Development).
- C. Contribute to the Faculty member's effectiveness within her/his area of specialization; e.g., the degree to which he/she professionally profits from the experience. Specifically, how will the intended travel, research, and/or study plan make the applicant more knowledgeable about her/his field (Professional Growth).
- D. Contribute to the furtherance of the Mission of the University. (Contribution to Mission).

**2.10.1.3 Secondary Criteria.** The following additional points will be considered in the evaluation of each request for research leave:

- A. Professional Status.
  1. Years of service at the University (minimum of six years).
  2. Time since last leave (minimum of six years).
  3. Results of previous leave.
  4. Years since formal study completed.
  5. Expectations of a Faculty member of the applicant's academic rank.
- B. Internal Constraints.
  1. General workload factor.
  2. Length of leave.
  3. Replacement capacity.
- C. External Constraints.
  1. Partial funding -- grants, etc.
  2. Timeliness -- particular time in which study can be accomplished; e.g., Olympics.

**2.10.1.4 Proposal Outline.** Proposals must contain at least the following material in narrative form:

- A. Introduction.
  - 1. Background (related research or other past projects).
- B. Purpose.
  - 1. General goal (overall purpose of the leave activities).
  - 2. Specific objectives (answerable questions and measurable outcomes).
- C. Need -- Rationale.
  - 1. Justification.
  - 2. Significance.
- D. Plan of Action/Research Methodology.
  - 1. Briefly outline the activities or research design that will be utilized to achieve the indicated outcomes and anticipated results.
  - 2. Time lines.
    - i. Semester/Semesters of leave request.
    - ii. Identify major dates and deadlines. How project effort is to be distributed through time.
- E. Resource Needs.
- F. Evaluation -- Results expected and how applicant and institution can evaluate the leave, i.e., criteria, bench marks, recommendations, etc.
- G. Anticipated value in relation to self, program, and institution.
- H. Statement affirming that the applicant will return to the University upon completion of leave and will provide a detailed written report of professional activities and accomplishments to the VPAA within 30 days of return to service.
- I. A 50-word summary of the proposal must be prefaced to this outline.

**2.10.1.5 Review Time Frame.** The following time frame governs the submission and consideration of research proposals:

- A. November 1. Applicants submit one copy of their proposal to the Office of Academic Affairs.
- B. January 1. The recommendations of the VPAA, in order of priority, are forwarded to the President for presentation to the Board.

**2.10.1.6 Conditions.** Research leaves are subject to the following conditions:

- A. Research leaves may be granted for a period of one semester at full pay or for two semesters at half pay. Time spent on research leave shall count as full-time service at the University for purposes of promotion, and other salary and retirement conditions.
- B. Normally, research leaves for Faculty cannot begin until the end of the academic year in which the application has been made and approved.
- C. A Faculty member on research leave is relieved from all teaching, research, administrative functions, and committee work for the leave period so that full time may be devoted to the purpose for which the leave is granted.
- D. Additional income -- for example, grants-in-aid or fellowships -- may be accepted during the leave provided the activity for which the income is received contributes to the individual's professional development or future usefulness to the University, and provided that such acceptance will not detract from the accomplishment of the task(s) set forth in the research leave proposal as determined by the University.
- E. Research leaves cannot be granted where the ongoing program of instruction or

research will be jeopardized. Administrative supervisors must attest to the ability of the academic unit to adjust the responsibilities of the person on leave. (Replacement for academic year, only.)

- F. If, after a leave has been awarded, significant changes are made in objectives, locations, or other important aspects of the project design, these changes must be approved by the VPAA.
- G. A person receiving a research leave in one fiscal year can postpone it to a subsequent year only with the University's approval. Otherwise, if he/she wishes to delay his/her leave into the next fiscal year, he/she must reapply and his/her application will be considered with others received at the time.
- H. A Faculty member receiving a research leave must comply with the conditions of the leave and purpose the leave purposes. He/she must also return to active duty as a member of the Faculty for a period at least equal to the length of leave. If a Faculty member fails to comply with the conditions of the leave, fails to reasonably pursue the leave purposes, or defaults in return service, he/she shall, immediately upon default, be liable to repay the University for the amount of salary, benefits and other support received during the leave. Such repayment shall be made upon demand of the University. The Faculty member may be required to sign a promissory note documenting this repayment obligation as a condition of receipt of a leave. Unpaid obligations shall bear interest at the maximum legal rate.
- I. Within 30 days following her/his return to the University, unless special provisions are made, the Faculty member must submit a written report to the VPAA's Office and make an oral report to the Academic Affairs Committee of the Board as is convenient to the committee. The VPAA will review the report and place his/her comments, in the Faculty member's permanent file. These reports will be communicated to the Faculty member for a response, and that response will also be placed in his/her permanent file. Should the Faculty member subsequently file for another research leave, these evaluations will be consulted as part of the application process. This final report must state proposed goals and contain a summary of the work completed towards the goals. It must also contain information on how the new knowledge will be utilized in continuing the Faculty member's institutional responsibilities and any other benefits to the University as a result of the leave.

**2.10.2 Tuition Remission.** Full-time Faculty members may participate in the tuition remission program of the University as established by the Board. This program is a gratuity and not a contract right and may be changed or discontinued by the Board at any time without notice or obligation. For policy details, refer to Section 2.14.12.

**2.10.3 Research and Development.** The University is committed to allocating funds for Faculty scholarship and research, the amount and usage to be determined by the President and the Board from year to year. The establishment and maintenance of a scholarship and research fund is subject to the discretion of the Board and is not a contractual obligation.

**2.10.4 Exchange Leave.** The Board may grant exchange leave to any Faculty member who provides an exchange replacement Faculty member to take his or her place on the Faculty. The Board shall



have the right to approve the qualifications of the replacement Faculty member. If approved, the Board shall continue to pay salary as per the salary section and fringe benefits as applicable to any Faculty member on exchange leave. Time spent on exchange leave shall be counted as continuous service to the institution for the purpose of assessing placement on the salary scale.

**2.11 Workload.**

**2.11.1 Teaching Duties.** All teaching assignments (fall, spring, and summer terms) shall be made by the Office of the VPAA. No Faculty member shall be assigned to work outside of the United States without his or her consent unless such was a condition of employment or part of the job duties of the position that the Faculty member was hired to fill.

**2.11.2 Teaching Load.** The teaching load for full-time Faculty members in the College shall be twenty-four (24) credit hours per academic year. Credits may be distributed unevenly, but in any one semester, the teaching load for full-time Faculty members generally ranges from nine to fifteen (9-15) credit hours. Credit hours taught in excess of twenty-four (24) during the regular academic year shall be considered overload credit hours and shall require the written approval of the VPAA's Office. No Faculty member shall be required to teach in excess of twenty-four credit hours per year without additional compensation. Courses and workshops offered (for credit or non-credit) under the auspices of the College shall be approved by the VPAA before any student may register or earn academic credit in them. The decision to offer or not to offer a practicum, a tutorial, an independent reading or research or directed reading course, or to assess portfolios or give challenge examinations, or conduct workshops, or serve on a thesis committee, or supervise internships or off-campus work experience, shall rest exclusively with the VPAA. Faculty are limited to teaching no more than three tutorials, independent reading or research, directed reading courses, and supervise internships in a semester without the prior permission of the VPAA.

**2.11.3 Calculation of Teaching Load.** The following guidelines shall be used in computing credit hours for purposes of calculating the teaching load for each full-time and part-time Faculty member. For teaching regular (lecture-type and lecture-discussion) courses, the Faculty member shall be credited with the same number of credit hours as the number of credits listed for the course in the Schedule of Classes.

For team taught courses, the actual degree of active participation by each Faculty member in the course, as determined in advance by the department head after consultation with the Faculty members involved, shall determine the number of credit hours used for load determination, which number may exceed by one credit the number of credit hours listed for the course in the Schedule of Classes.

To compute credit hours for teaching assignments not taught in a formal classroom situation, the following formula shall be used:

**Fine & Performing Arts**

- Private music lessons
  - 3 one-half-hour music lessons = 1 credit
  - 3 one hour music lessons = 2 credits
  - 3 one hour music labs = 2 credits
- Class music lessons - One (1) contact hour = 1 credit
- Band - One (1) contact hour = 1 credit
- Choral Groups - One (1) contact hour = 1 credit
- Musical Production = 3 credits

Theatrical Production = 3 credits

English/Foreign Language - One laboratory hour = 1 credit

### **Education**

Supervision of Student Teaching:

Three (3) Faculty load hours for each five (5) students supervised for a full semester. (3/5 credit for each student, pro-rated for shorter than semester-length assignments)

### **Natural Sciences/Mathematics**

One (1) laboratory hour supervised = 1 credit

### **Nursing**

Nursing—Non-Internship Clinical:

One (1) student credit clinical hour = three (3) contact clinical hours = two (2) Faculty load hours

Nursing—Internship Clinical

Three (3) Faculty load hours for each five (5) students supervised for a full semester. (3/5 credit for each student)

Nursing—Didactic course

One (1) contact hour = 1 load hour

Nursing--Laboratory

One (1) student contact laboratory hour = one (1) Faculty load hour

Nursing—Practicum

Three (3) student contact hours = 2 Faculty load hours

Credit hour load for courses taught in the evening, on Saturday, on the campuses of Loras or Clarke, or in the Seminary, on the Internet, or on the ICN shall be calculated using the criteria set forth above unless otherwise agreed between the University and the Faculty member.

**2.11.4 Summer Teaching.** Summer teaching assignments shall be confirmed through written agreement between the Faculty member and the VPAA's Office each academic year. If, subsequent to March 31, a need for a summer course develops, a request may be made of the VPAA to open the course according to the specifications of this section. If the VPAA approves, the course will become part of the summer school schedule.

Interim and recess teaching assignments during any interim period and during any college vacation recess also shall be confirmed through written agreement between the Faculty members and the VPAA's Office as early as possible. If eight (8) or more students enroll in a course during interim or recess (as determined by the Registrar at the end of the second day classes), the Faculty member will be compensated at the rate negotiated between the Faculty member and the VPAA, or, in default of agreement, as specified in Section 2.15. If fewer than eight (8) students enroll, a decision whether or

not to offer the course and the compensation to be paid shall be made by mutual agreement between the Faculty member and the VPAA.

**2.11.5 Definition of "Year."** For Faculty employed for an "academic year", the term of service shall begin with the first day of Faculty workshops before the beginning of the fall term and end with the conclusion of commencement celebration following the spring term or the completion of all duties, whichever occurs later.

**2.11.6 Conflicts with Primary University Responsibility and Outside Activities.** No outside service or enterprise, professional or other, may be undertaken that might interfere with the Faculty member's primary responsibility to the University. While the member of Faculty is encouraged to engage in outside professional activities, they must be clearly subordinate to his/her responsibilities to the University.

**2.11.6.1 Prior Authorization Required.** A Faculty member must annually receive written authorization from the VPAA prior to engaging in any teaching or outside employment activity.

**2.11.7 Office Hours.** Full-time Faculty members are required to make themselves available to students by scheduling and honoring office hours at a time convenient for the majority of students and by special appointment when necessary. The scheduling of office hours must be in at least the ratio of one office hour per two hours of class unless otherwise approved by the VPAA. Office hours must be posted on the Faculty member's office door and filed with the Office of the VPAA.

**2.11.8 Faculty Advisement.** Faculty advisors will be appointed for each student with a declared major by the coordinate department and for undeclared students by the Office of the VPAA. Each student will have one Faculty advisor who will arrange contacts with other advisors (e.g., for pre-professional studies; the academic minor; secondary teacher preparation).

Each student will be required to see the assigned advisor, rather than just "someone convenient." Advisors must be accessible to students through sufficient, convenient office hours and by appointment. Department heads may be allowed to serve as substitute advisors in exceptional circumstances.

Liaison will be established between Admissions and the advising coordinators to enable assignment of advisors to new students. The Registrar will provide improved support in the form of advisee lists and grade reports and monitoring of advisee lists and grade reports and monitoring of advisee-advisor assignments, deadlines, approval signatures, progress reports, and transcripts.

**2.11.9 Faculty Absence.** Aside from sickness or funeral leave, whenever a Faculty member has to be absent from campus during the time of scheduled classes, a written request for approval indicating a reason for the planned absence the place or places where the Faculty member will be, and provisions for classes to be missed must be submitted to the VPAA's Office through the department chair. If the Faculty member contemplates being absent for more than two consecutive days, the written request for approval of the absence must be submitted at least fourteen calendar days in advance of the dates of the anticipated absence.

Notification of absence must be given for all absences whether or not class meetings or other duties will be affected by the absence. For unforeseen absences due to illness or other emergency, the VPAA's Office must be notified as soon as feasible.

While the University does not attempt to enforce an eight hour working day for teaching Faculty, Faculty members who are absent from their offices during normal working hours shall leave, with their secretarial staff or the VPAA's Office, information as to where they may be reached.

The University may offset from any salary or other compensation due a Faculty member a pro-rated amount of salary and benefits as determined by the University that are attributable to any unexcused absences from classroom, office hour or other duties.

**2.11.10 Policies and Procedures.** The conduct of teaching responsibilities is subject to policies and procedures established by the University from time to time. Such policies and procedures are incorporated herein by this reference as part of the conditions of employment of all Faculty.

## **2.12 Working Conditions.**

**2.12.1 Conflict of Interest.** A University employee shall disclose to his or her immediate supervisor all facts and circumstances related to any University transactions, activities, contracts or other dealings in which they are involved or may become involved on behalf of the University which might directly or indirectly involve them in a duality or conflict of interest. Such disclosure shall be made in writing as soon as is reasonable after the conflict or potential conflict comes to the knowledge of the employee. A duality or conflict of interest shall be deemed to exist at any time when an interest held by the employee, or relationship maintained, prohibits or inhibits, or potentially prohibits or inhibits, the employee from exercising independent judgment in the best interests of the University. A duality or conflict of interest shall exist whenever an employee is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any non-governmental entity participating in a transaction with the University. The immediate supervisor to whom a report of a duality or conflict or interest or potential duality or conflict of interest is given shall directly report the matter to the VPAA's Office who shall have the authority to administer the interest of the University in the situation subject to the superintendence and preemption of the President and the Board

**2.12.2 Drug Free Campus.** The University encourages all members of its community to learn proficiently, think logically and critically, identify and choose personal standards and values which are socially responsible, and develop the skills and leadership abilities necessary for distinguished professional performance and significant contributions to the improvement and transformation of society.

In consonance with this mission, the University is committed to preventing the use of illegal substances by students, Faculty, and staff and to encouraging responsible behavior regarding alcohol and legal addictive substances through policy, needs assessment, education, and treatment.

In the case of employees, the University Department of Human Resources, and in the case of students, the University Student Life office shall, at least annually, distribute to each employee, and each student who is taking one or more courses for any kind of academic credit, a copy or summary of the University Drug Free Campus Policy, a description of the health risks associated with the use of illicit drugs and the abuse of alcohol, a description of the applicable legal sanctions under local, State, or Federal law for the unlawful possession or distribution of illicit drugs and alcohol, and a description of any drug or alcohol counseling, treatment, rehabilitation, or re-entry programs that are available to employees or students.

The University Student Life office offers, through referral, the services of assessment, referral, and short-term counseling to students who are experiencing substance abuse problems. A student may seek these services on his/her own initiative or a supervisor of a student employee may direct him/her to the service when a decline in performance is observed.

In addition, the University provides awareness programs that focus on the dangers of and health risks associated with the use of illicit drugs and the abuse of alcohol. Such programs are coordinated annually by the Human Resource office staff and are open to all students, Faculty, and staff.

University prohibits the unlawful manufacture, distribution, dispensing, possession, consumption, sale or use of controlled substances and alcohol on or in University owned or controlled property or in the

course of University business or activities. Individuals including, but not limited to, students, employees, contractors, agents, volunteers, or invitees who violate this policy shall be subject to discipline, termination/dismissal, debarment, arrest or citation, and referral by University officials for prosecution, as applicable. Additionally, employees or students who violate this policy may be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by the University.

Any employee or student guilty of violating a local, State, or Federal law pertaining to unlawful possession, use or distribution of illicit drugs and alcohol must notify the appropriate University official, in writing, no later than five (5) calendar days after conviction. Failure to comply with this notification requirement will result in immediate termination or dismissal.

No later than thirty (30) calendar days after receiving notification of such conviction from an employee or student the University shall:

- a. Take action against the employee or student to include any range of authorized disciplinary actions up to termination/dismissal; and/or
- b. Require the employee or student to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by the University; and
- c. If the employee or student is authorized to work on a grant provided by the Federal Government at the time of the incident, the University shall notify the agency which awarded the grant within ten (10) calendar days after receipt of notification from the employee.

The University will review this policy and the relevant education assessment, and treatment programs annually to determine their effectiveness and to ensure that sanctions are consistently enforced. The University reserves the right to implement changes at any time by approval of the President.

### **2.12.3 Scientific Misconduct.**

**2.12.3.1 Definitions.** For purpose of this policy, the following terms shall be defined in the manner hereinafter provided.

- A. "Academic Researcher" - Any employee, student or agent of the University conducting or collaborating in University Sponsored Research.
- B. "Conflict of Interest" - Any pecuniary interest or organizational affiliation held by an Academic Researcher which prohibits or precludes or is reasonably likely to prohibit or preclude the Academic Researcher from exercising independent judgment in the pursuit of truth in the conduct of University Sponsored Research.
- C. "Scientific Misconduct" - Actions or omissions of an Academic Researcher in the conduct of University Sponsored Research which constitutes: 1) willful, negligent or reckless scientific practice in conducting, reporting or presenting the results of said research, including without limitation falsification, fabrication, or misrepresentation of data, methodologies, findings or conclusions, plagiarism or misrepresentation or falsification of research credentials, sponsorships, approvals or certifications; 2) material violation of applicable laws, regulation or University policies, regulations or procedures; 3) material violation of applicable ethical or professional standards of the Academic Researcher's discipline or profession or of the teaching profession or of the University's Human Subject Policy (Appendix D) or in the case of students, the discipline or profession relevant to the research effort and/or in which the student is pursuing educational credentials or of the University's Human Subject Policy (Appendix D); 4) willful, grossly negligent or reckless misappropriation or misapplication of research funds (excepting minor

deviations in research fund accounting which results in no personal gain or benefit to the Academic Researcher); or 5) a conflict of interest.

- D. "University-Sponsored Research" - Research or consulting which is conducted by an Academic Researcher in the name of or under the auspices of the University or which is supported by University resources or facilities.

**2.12.3.2 Allegations.** Allegations concerning a violation of this policy by any Academic Researcher shall be filed with the Office of the VPAA in writing and shall be signed by the party initiating the allegations. Signature shall not be required if the party originating the allegations requests anonymity and the VPAA determines that anonymity will serve the best interests of the University in meeting its responsibilities under this policy and the law of the land. Allegations may be initiated by anyone with knowledge of a potential violation(s) including, without limitation, the VPAA.

**2.12.3.3 Inquiry.** Upon receipt or initiation of allegations, the VPAA shall conduct, or cause to be conducted by a designee, an inquiry. The purpose of the inquiry shall be to determine if there is sufficient evidence to lead to the reasonable conclusion that a violation(s) of this policy has probably occurred and that an investigation is, therefore, warranted. The VPAA or his/her designee shall have the authority to review and copy any documents in the care, custody or control of the University not privileged as a matter of law, and may interview any University employee, or agent. The VPAA or his/her designee shall interview the Academic Researcher who has allegedly violated this policy prior to concluding the inquiry. The inquiry shall be completed no later than sixty (60) calendar days after filing or initiation of the allegations unless the VPAA determines that, despite diligent efforts, the inquiry cannot properly be concluded in that time. In that case, the time limit shall be extended for such period as is reasonably necessary to reach a proper conclusion. Upon completion of the inquiry a written report shall be prepared and signed by the VPAA that summarizes the allegations, specifies the findings made and conclusions reached, and states whether, based upon the findings and conclusions, it is probable that a violation(s) of this policy has occurred. A copy of the report shall be sent to the Academic Researcher(s) who is identified as allegedly violating this policy in the allegations as well as any Academic Researcher(s) who is implicated in any violation(s) as a result of the inquiry. The report shall be sent marked "Personal and Confidential" to the last known home address of the Academic Researcher(s) by certified mail, return receipt requested.

If it is determined that an investigation is warranted, a copy of the report shall be sent to any funding agencies as required by law, regulations or contract.

**2.12.3.4 Investigation.** If, as a result of the inquiry, it is determined that an investigation is warranted, the VPAA shall undertake to compose an investigatory committee. Such committee shall be composed of three members; one (1) member of the Internal Review Board (IRB) appointed by the chairperson of the IRB, one (1) member who is a tenured University Faculty member who is also a member of the graduate Faculty appointed by the VPAA, and one (1) member appointed by the President, who may be from outside the University community who shall be selected because of general or specific research expertise or who has skill in conducting administrative inquiries, or both. The member appointed by the President shall serve as chairperson of the committee. No later than thirty (30) calendar days after completion of the inquiry, the VPAA shall forward to the chairperson the inquiry report, all records relied upon in preparing the report, and all other documents which may be relevant to the investigation which are in the custody of the VPAA. The investigatory committee shall have the authority to review and copy any documents in the care, custody or control of the University not privileged as a matter of law and may interview or require the attendance at any hearing conducted by the committee any University employee or agent who

has testimony to give with respect to any matter related to the investigation unless such testimony is privileged as a matter of law.

The investigatory committee may engage in any reasonable investigatory efforts which it deems to be calculated to eliciting or uncovering evidence related to the matter(s) under investigation, including without limitation, a fact finding hearing at which witnesses, including without limitation, the Academic Researcher(s) whose conduct is under investigation, may be compelled but, in any event, shall be permitted to appear and present evidence or testimony personally or through proffered documents or witnesses. Prior to any compelled or permitted appearance by any Academic Researcher(s) whose conduct is under investigation, the committee shall disclose, no less than ten (10) calendar days in advance, the issues or charges under investigation, the evidence which has been provided to or uncovered by the committee which is relevant to the issues or charges, and the nature of the further investigation to be conducted through the fact finding hearing. The Academic Researcher(s) whose conduct is under investigation shall be entitled to be represented by a person of his or her choosing including an attorney, and shall be entitled to ask questions of any witnesses offering testimony within reasonable bounds established by the committee.

The investigation shall normally include examination of all documentation, including but not necessarily limited to relevant research data and proposals, publications, correspondence and memoranda of telephone calls. Whenever possible, interviews should be conducted of all individuals involved either in making the allegation(s) or against whom an allegation(s) is made, as well as other individuals who might have information regarding key aspects of the allegation(s). Complete summaries of all interviews should be prepared and copies of all relevant documents made and included as part of the investigatory file.

The committee is encouraged to seek and obtain the assistance of experts in the field of research under investigation or in other areas as deemed necessary to the committee's investigation, analysis or understanding of the issues or evidence.

It is the duty of the committee to diligently conduct a thoroughgoing investigation and to make findings and reach conclusions based on the investigatory results. The committee shall complete its investigation and issue its report no later than one hundred and twenty (120) calendar days after initiation of the diligent efforts. If the investigation cannot be properly concluded in that time, the time limit shall be extended for such a period as is reasonably necessary to reach a proper conclusion. The committee's report shall summarize the evidence relied on, specify its findings of fact and conclusions, and state whether violations of this policy have occurred, and if so, the Academic Researcher(s) who has perpetrated the violation.

The report of the committee shall be filed with the President and a copy shall be mailed by certified mail return receipt requested to any Academic Researcher implicated at any point in the allegations, inquiry or investigation, to his/her last know home address, marked "Personal and Confidential".

The committee shall also report its findings and conclusions to any federal funding agencies as required by law, regulations or contract.

**2.12.3.5 Discipline.** If the investigation committee determines that an Academic Researcher has violated this policy, the President shall initiate appropriate sanctions in accordance with established University policies. Any University policy to the contrary notwithstanding, violation of this policy shall be cause for discipline and the imposition of sanctions of written and oral reprimand, debarment from further research activities provisionally or permanently, suspension, dismissal, and any other sanctions allowed by University policies or regulations or the law of the land. Disciplinary proceedings shall be governed by established University procedures.

**2.12.3.6 Confidentiality.** The proceedings conducted hereunder shall be closed except to those involved in the proceedings and University officials. All documents produced as a result of these proceedings shall be available only to those involved in these proceedings or any further disciplinary proceedings, officials of the University with a need to know or who are authorized by the President, and governmental officials as required by law, regulations or contract. The reputations of persons who make or are the subject of allegations, inquiry or investigation shall be of special concern throughout all proceedings conducted hereunder.

**2.12.3.7 Retention of Records.** The report of the inquiry and investigation and all records relied upon in preparing these reports shall be maintained by the University for no less than 1095 calendar days after completion of all University related proceedings with respect to the allegations. The Academic Researcher(s) who receives a copy of the report shall have fifteen (15) calendar days after the receipt, as determined by postal receipt, to file comments on the report with the Office of Academic Affairs. If such comments are filed they shall be included with the report whenever it is thereafter transmitted under the procedures herein contained.

**2.12.3.8 Further Reporting.** If at any time during any proceedings hereunder it is determined that criminal activity has probably occurred or that federal funds are in jeopardy of loss or misappropriation, immediate notice shall be given to any federal funding agency which has provided the funds and to appropriate law enforcement officials. If it is determined that federal funds may be in jeopardy, the VPAA shall take appropriate action to sequester said funds to assure that they are not lost or misappropriated.

**2.12.4 Student Records.** The University adheres to all applicable federal, state, and local regulations including but not limited to the Family Educational Rights and Privacy Act (FERPA). Annual notification of students' rights under FERPA is included with each fall semester's initial student billing statements. Faculty are required to strictly comply with the University's FERPA policy in their administration and use of student records. A copy of the University policy is set forth at Appendix E.

**2.12.5 Use of University Equipment.** No University equipment, including typewriters, computers, printers, recorders, projectors, etc., may be removed from the office or work area where it is inventoried without prior permission from the VPAA. This regulation especially applies to equipment to be taken off campus. No University equipment may be removed from campus without permission of the VPAA.

**2.12.6 Smoking on Campus.** Smoking is strictly prohibited in all campus buildings.

**2.12.7 Campus Closure.** In the event of bad weather, a decision on closing of offices and/or cancellation of classes, or postponement of starting times, will not be made earlier than 9 p.m. the evening prior nor later than 6 a.m. that day. President or his/her designees, in consultation with Campus Security, will monitor weather conditions. If the decision is to close offices and cancel classes, essential services will remain staffed.

When a decision is made to close offices and/or cancel classes, or postpone opening, the Director of Public Information will be notified immediately by the President or his/her designee. The Public Information Office staff will then place calls to the cooperating news media.

If any Faculty, staff members or students believe that weather conditions prevent their traveling safely to the University, even though the University is officially open, they may choose to remain at home. Staff members should notify their supervisor as early as possible, and the time off will be counted as annual leave. Faculty members should make necessary arrangements with their department head, and students will be required to make appropriate arrangements with their professors.



**2.12.8 Creative Works.** It is the policy of the University not to interfere with the long-standing and traditional rights of the Faculty and staff to write, create, produce or otherwise generate works or products which are copyrightable, patentable, or of commercial value on their own initiative. Any such materials written, created, produced or otherwise generated by a member of the Faculty or staff shall remain the exclusive property of the Faculty or staff member and that person shall have the sole right of ownership and disposition, unless the materials are written, created, produced or otherwise generated "for hire", as defined in the Copyright Act and herein.

Materials written, created, produced or otherwise generated "for hire" are defined as inventions, creations, manuscripts, or other works or things of commercial value which are written, created, produced or otherwise generated by persons including but not limited to Faculty and staff members who are either engaged by the University specifically to write, create, produce or otherwise generate such materials or to conduct the research or other activity which produced materials included in the work or product, are released from other responsibilities in order to write, create, produce or otherwise generate the materials, or engage a substantial use of University resources in the writing, creation, production or generation of the materials, excluding scholarly books, manuscripts, articles and course materials unless commissioned by the University or produced as part of an express assignment or direction of the University. Any materials required to be produced by a Faculty or staff member as part of his/her job responsibilities are "works for hire." This shall include any materials produced for the delivery of a course or educational activity, except an instructor's personal notes, files and research materials, unless specifically exempted in writing by an authorized University official, and specifically includes, without implication of limitation, all syllabi, modules, course requirements, project descriptions, exams and classroom presentations. Any copyrightable, patentable or otherwise commercially valuable materials written, created, produced or otherwise generated "for hire" shall be under the control of the University as provided herein.

Copyrightable materials include but are not limited to books, pamphlets, brochures or other printed materials; films, video or audio tapes; computer programs or computer-based instructional materials; musical compositions; and any and all other copyrightable materials covered by the copyright laws of the United States or any foreign government, as amended. Patentable works include but are not limited to inventions, creations and any and all things patentable under the patent laws of the United States or any foreign government, as amended. Materials of commercial value are any materials which the University, in its sole discretion, determines to have commercial value.

Materials written, created, produced or otherwise generated pursuant to or under the sponsorship of an outside agency or governmental grant shall be subject to the copyright, patent and exploitation terms and conditions of said grant, contract or agreement. If no such terms and conditions are stated, then the materials produced by the Faculty or staff member shall be subject to the terms of this policy.

Faculty or staff members who write, create, produce or otherwise generate copyrightable, patentable or other commercially valuable materials using University resources shall be governed by the following principles in terms of what constitutes substantial use of University resources:

1. The following resources may be used by Faculty and staff members for their creative and/or intellectual pursuits at institutionally authorized levels without accounting for "substantial use" under this policy:
  - a. Personal office space
  - b. Local telephone calls
  - c. Typewriters (but not secretarial service)
  - d. Personal computers
  - e. Library facilities
  - f. Other Faculty or staff members as consultants

2. The following University resources, when used by the Faculty or staff member for the writing, creation, production or generation of a copyrightable, patentable, or commercially valuable materials, shall constitute substantial use of University resources and the Faculty or staff member is encouraged to keep accurate and detailed records reflecting his or her use of the resources.
  - a. University clerical services
  - b. Plant and animal specimens
  - c. University supplies including but not limited to paper, copying costs, etc.
  - d. Laboratory equipment and supplies, chemical supplies
  - e. Telecommunication transmission by means of long distance telephone services
  - f. Audio/visual equipment
  - g. TV studio (Personnel and supplies)
  - h. Paid mail or package delivery, postage, etc.
  - i. Computer equipment and peripherals
  - j. Computer software, 16mm films, video/audio tapes
  - k. Blank media storage materials, blank film, blank video/audio tapes
  - l. Special program equipment such as music synthesizers, audiology synthesizers, etc.
  - m. Any other University resource not included in Section A above or any resource used at greater than institutionally authorized levels.

Any Faculty or staff member who writes, creates, produces or otherwise generates any copyrightable, patentable or potentially commercially valuable materials while in the employ of the University shall submit a written statement to the Creative Works Committee describing the circumstances under which the materials were generated and the circumstances under which the University resources have been or will be utilized, the extent of the utilization, and the necessity for the utilization of University resources, and an accurate accounting of the costs of the resources used in the writing, creation, production or generation of the copyrightable, patentable, or commercially valuable materials.

The Creative Works Committee shall, within thirty (30) calendar days following the submission of the written description, make a decision and notify in writing the Faculty or staff member whether the materials were written, created, produced or otherwise generated "for hire". If the committee finds that the materials were not written, created, produced or otherwise generated "for hire", the University shall have no rights as to the materials. In such a case the University shall relinquish all of its rights to the materials by a written waiver of rights signed by the President of the University or his designated agent.

If, however, the committee finds that the materials were written, created, produced or otherwise generated as works "for hire", the materials shall then become the property of the University according to the terms and conditions of this policy. The Faculty or staff member shall assign all of his/her rights to the University by a written assignment, and, in the case of a refusal to sign, does, as a condition of employment, appoint the President of the University, as his/her attorney in fact, to execute an assignment on the behalf of the Faculty or staff member in accordance with the terms of this policy. The Faculty or staff member, upon such assignment of rights, shall be entitled to receive 50% of the net profits (amounts received by the University less all University costs attributable to the writing, creation, production, generation and/or exploitation of the materials) derived from any commercial exploitation or dissemination of the materials. If the Creative Works Committee determines that the work was generated through the substantial use of University resources but that there are mitigating

circumstances which the committee believes should cause a reduction in the University's share of revenues, the committee shall make such recommendation to the President who shall make the final decision within a reasonable time.

A Faculty or staff member may voluntarily offer or dedicate materials to the University for the securing of a copyright or patent and/or the subsequent exploitation of the materials under University aegis. If such an offer or dedication is accepted by the University through the recommendation of the Creative Works Committee, the Faculty or staff member shall assign all of his/her rights to the materials to the University and shall thereafter be entitled to receive a negotiated percent of the net profits, as defined hereinabove, if any, derived from the commercial exploitation or dissemination of the materials.

**2.12.8.1 Length of Agreement.** The Faculty creator(s) of any work assigned to the University hereunder, shall receive appropriate attribution in any commercial exploration of the work.

The University has determined that for its purposes only, when the University has obtained rights of whatsoever kind or nature in the copyrightable, patentable, or commercially valuable materials which have been written, created, produced or otherwise generated by Faculty or staff members, that the terms and conditions of this policy shall be binding upon all parties in regard to the copyrightable, patentable or commercially valuable materials until all of the following conditions have been met:

1. For a minimum of seven (7) calendar years from the date of assignment;
2. Until such time as the University has recovered all the expenses and costs attributable to the writing, creation, production, generation and/or exploitation of the materials;
3. For so long as the Faculty or staff member is employed by the University plus an additional seven (7) calendar years from the calendar date of cessation of employment for whatever reason.
4. For the life of the copyright or patent.

**2.12.8.2 Creative Works Committee.** When an issue regarding a creative works arises, a Creative Works Committee shall be established by the University in order to administer this policy. The committee members shall be appointed by the President of the University and shall serve at the pleasure of the President. The committee shall consist of seven (7) members composed as follows:

1. Two (2) administrators;
2. Two (2) Faculty members with significant research experience;
3. Two (2) other University community members with knowledge of research or creative works; and
4. One (1) copyright/patent "expert".

The committee shall operate in accordance with Robert's Rules of Order. Committee members with a conflict or potential conflict of interest shall excuse themselves from committee service to the extent of the conflict. All vacancies on the committee shall be filled by the President of the University. All questions concerning committee operations or decisions shall be finally determined by the President of the University.

**2.12.8.3 Special Provisions and Limitations.** Faculty and staff members often create materials in which they hold commercial interests and which might be used in courses or programs which the Faculty or staff member is teaching or administering for the University. It is the policy of the University that Faculty or staff members may require students to purchase materials in which the Faculty or staff member holds a commercial interest for

courses taught or programs administered by that Faculty or staff member. In this situation, however, the Faculty or staff member shall assign to the University all income rights for all of the materials sold to the University, its students and employees. Any income thus received shall be placed in a special fund for research or creative grants which shall then be made available by application only to all Faculty and staff members in order to promote research, publication, or other creative efforts.

**2.12.9 Classroom Video Rights.** As a condition of employment, all Faculty grant and assign to the University the exclusive right and license to record, by means of audio and video recordation techniques, all classroom presentations of the Faculty member for all classes, laboratories, seminars or other presentations made by the Faculty member as a part of the Faculty member's assigned duties. All Faculty further grant and assign to the University, as a condition of employment, the exclusive right and license to exhibit, distribute, transmit and perform said recordings in all media at any place, including without limitation, the right to use the Faculty member's name and likeness in the recording and any promotions thereof and the right to edit and adapt the recording as the University shall deem appropriate, provided, that the University may not exhibit, distribute, transmit or perform any such video recordings containing the Faculty member's likeness for other than educational purposes or promotions related thereto. The rights granted to the University hereunder shall include the exclusive right to copyright the recordings in the name of the University and to license in perpetuity the recordings in all media, whether now or hereafter known, and to all persons or entities for the purpose(s) set forth herein.

**2.12.10 Hazardous Waste Disposal.** Employees who handle toxic or hazardous substances on behalf of the University are required to maintain, use, and dispose of such substances in accordance with applicable state, federal and local laws and regulations as a condition of their employment. The employee may obtain assistance in ascertaining his/her obligations under these laws and regulations from the VPAA's Office. Any employee who violates any such laws, unless such violation occurs despite reasonable reliance upon advice given by the University shall be deemed to have acted outside the scope of his/her authority.

**2.12.11 Copyright Law Compliance.** All employees of the University, including but not limited to staff, Faculty and administrators, shall conduct their activities on behalf of the University, including but not limited to any research or writing activities, in such a fashion so as to meet and comply with all the requirements of the United States copyright laws and regulations (Title 17 U.S.C.).

As a condition of employment, each employee agrees to accept responsibility for reading and understanding the requirements of the copyright law and the policy statement and guidelines of the University and for complying with those requirements and guidelines. In the event that a copyright infringement occurs as a result of the acts of an employee, if the employee is able to demonstrate compliance with the policy and guidelines of the University, as determined by the University, such acts shall be considered "good faith compliance" by the University and the employee shall not be required to indemnify the University for any damages, judgments, or costs which may be obtained against the University for the acts of the employee.

If, however, an employee willfully, intentionally, negligently, or without good faith, violates the copyright provisions, the employee shall be solely liable for all losses, damages, judgments, and costs of whatsoever kind or nature that may be incurred. Should the University be named in any legal or equitable action arising from such wrongful infringement, the employee agrees to save, hold harmless, and indemnify the University against all losses, damages, fees (including attorneys fees), or other penalties, monetary or otherwise, that may be incurred as a result of such conduct.

**2.12.12 Discoveries.** In consideration of an employee's employment and as a continuing condition thereof, the employee covenants and agrees that, unless otherwise agreed or provided, he/she shall promptly disclose and assign to the University any discoveries, inventions, expressions, improvements,

designs, methods, systems, developments, "know-how", ideas, suggestions, devices, trade secrets, and processes related in any way to the work performed by the employee for the University (hereinafter collectively referred to as "Discoveries"), whether patentable, copyrightable or not, which are discovered, prepared, generated or conceived by, or disclosed to or otherwise obtained by employee in the course and scope of his/her employment, and that said Discoveries shall be "works made for hire" and shall be the sole and absolute property of the University.

**2.12.13 University Commercial Rights.** The University has developed and operates unique educational programs and services based upon discoveries, research and know-how, and utilizing methods, techniques, designs, devices, proprietary, confidential and trade secret information which are unique to the University, and that in performing services and conducting business with customers, the University regularly is given access to the trade secret and confidential information of its customers under condition that the University and its employees and agents will not improperly disclose those trade secrets or confidential information to others (hereinafter collectively referred to, along with any additions or modifications thereto, as "Protected Information"). Employees are given access to some or all of the Protected Information from time to time in the course and scope of his/her employment by the University. In consideration of the employment of an employee by the University and as a continuing condition thereto, each and every employee, by accepting employment with the University, covenants and agrees that he/she will not, without the prior consent of the University, disclose, directly or indirectly, to any unauthorized person or entity, or convert to his/her own advantage or the advantage of another, at any time during his/her employment or thereafter, any of the Protected Information or any other confidential or trade secret information of the University or any of its customers which an employee acquires or which comes to the attention of employee through any means or in any manner whatsoever, during the course of the employee's employment with the University. Each and every employee further covenants and agrees that as a condition of accepting employment with the University that he/she will not, directly or indirectly, compete with the University or seek to convert or divert business opportunities of the University to the benefit of herself/himself or to the benefit of others.

No employee may use the logos, images, name, insignia, lists of names of students, alumni, benefactors or any other commercial rights of the University for any purpose that is not within the scope of employment of the employee or for purposes unrelated to legitimate University business without the prior written consent of the President or the Board.

**2.12.14 General Policies.** In addition to the specific policies contained in this Chapter, Faculty are required to comply with the general policies, procedures, regulations and directives of the University in the performance of their duties, including without limitation, non-discrimination, academic, and campus use and access policies.

**2.12.15 Media Releases.** All contacts with the news media in pursuit of University business or activities or by University-related organizations must be coordinated with and conducted in accordance with the Office of Public Information of the University.

**2.12.16 Fund Raising.** All fund raising activities conducted in pursuit of University business or activities or by University-related organizations must be coordinated with and conducted in accordance with the Office of Advancement of the University.

**2.12.17 Use of Technology Resources.** University technology resources are to be used to advance the University's Mission of education, scholarship and service. Faculty, students and staff may use these resources for purposes related to their studies or research, their teaching, the execution of their duties as University employees, their official business with or for the University, or other University-sanctioned activities (c.f. Appendix F). The University encourages the use of technology resources for these primary activities. These resources include, but are not limited to, hardware (including

telephones, computers, and traditional media equipment) either owned or leased by the University, software, and consulting time (and expertise) of the staff of Information Technology Services or other University technology support staff. Unless approved in advance by the VPAA, use of University technology resources for commercial purposes is prohibited.

The use of technology resources provided by the University for purposes not directly related to the primary activities indicated in the previous paragraph should be considered as secondary activities (i.e. personal or otherwise.) Should such secondary activity in any way interfere with primary activities, they may be terminated immediately.

Many of the University's technology resources are shared amongst the entire University community. The use of these may not violate law or the rights of others. Prohibited activities include, but are not limited to:

1. Activities that violate copyright or other intellectual property rights of others
2. Activities that obstruct usage or deny access to technology resources
3. Activities that could be considered as harassing, libelous or obscene
4. Activities that violate University of Dubuque policies
5. Activities that violate local, state or federal laws
6. Unauthorized use of computer accounts
7. Impersonating other individuals
8. Attempts to explore or exploit security provisions, either at the University or elsewhere
9. Activities that invade the right to privacy of others
10. Destruction or alteration of data belonging to others
11. Creating, using or distributing computer viruses
12. Allowing other individuals to use your account/password
13. Disruption or unauthorized monitoring of electronic communications or of computer accounts
14. Academic dishonesty (e.g., plagiarism, cheating)
15. Inappropriate and/or widespread distribution of electronic communications (e.g. "spamming")

Additionally, individuals may wish to use University-wide information systems including, but not limited to, the World Wide Web, the Internet, intranet, and e-mail. Any person providing information through these resources or via connections to the data or telecommunications infrastructure must also abide by the general policy statements herein. These policy statements apply to information made available actively, as in e-mail, as well as passively, as in the World Wide Web.

Anonymous information is strictly prohibited. All publications must contain the electronic mail address of the person making the information available. For example, active information such as e-mail must contain the e-mail address of the sender in the FROM: field. Passive information, such as that found on the World Wide Web, must contain the e-mail address of the author, owner or sponsor at the bottom of the page.

All information must carry a date indicating the date the information is being made available. For information made available actively, such as through e-mail, the date would appear in the DATE: field. For passive information, such as that found on the World Wide Web, the date should appear at the bottom of the page labeled as the posting date.

## **2.13 Leaves START HERE**

**2.13.1 Sick Leave.** Sick leave is accrued at the rate of one working day for each month in pay status in a status appointment. Sick leave may be carried over from year to year with no maximum accumulative limit. Employees who use sick leave for a period of three days or longer are required to provide a medical release from a physician when they return to work. This release should be given to the VPAA and then forwarded to the Human Resources Office.

The University reserves the right to require employees to provide appropriate medical verification each time an employee uses sick leave in cases when the University has determined that the employee may be abusing sick leave.

**2.13.2 Jury Duty.** A status employee at 50% time or greater who is called for jury duty will be compensated at his/her normal salary during the period of jury, service limited by the following conditions:

1. An employee's notice of jury duty is submitted to the Human Resources Office in advance;
2. Compensation received for jury service is paid to the University;
3. In granting jury duty service, consideration will be given to the hours that the employee is scheduled to work. The employee may be required to return to work for a portion of the employee's work shift, when the employee is not required in any jury attendance for the day.
- 4.

**2.13.3 Funeral Leave.** Approval will be granted to a Faculty member for a leave with pay for up to four work days, if necessary, to attend a funeral or memorial service for members of the employee's immediate family and one work day, if necessary, for other relatives outside the immediate family. See appropriate definitions in the following table.

| <b>Funeral Leave Family Definitions</b> |  |                                     |
|---|--|-------------------------------------|
| <i>Immediate Family</i>                 |  | <i>Other Relatives of Employees</i> |
| Husband                                 | Grandchildren                                      | Aunt (employee's)                   |
| Wife                                    | Mother-in-law                                      | Uncle (employee's)                  |
| (step) Mother                           | Father-in-Law                                      | Niece                               |
| (step) Father                           | Brother-in-law                                     | Nephew                              |
| (step) Brother                          | Sister-in-Law                                      |                                     |
| (step) Sister                           | Daughter-in-Law                                    |                                     |
| (step) Child                            | Son-in-Law   |                                     |
| Grandparent                             | Other relatives living in the employee's household |                                     |

**2.13.4 Military Service.** Faculty who leave the University for extended active military service in accordance with the provisions of the Vietnam Era Veterans Readjustment Act (VEVRAA) and the Military Selective Service Act (MSSA), will be terminated with right of reemployment. Upon completion of military service (as defined by the VEVRAA and MSSA), Faculty are entitled to reinstatement of employment at the University if they apply within 90 days of being satisfactorily discharged; one year if hospitalized. If as a result of military service, a person is not physically or mentally qualified to perform the duties of their former classification, the University shall offer

employment in a position at a level that the employee's physical or mental condition will permit the employee to perform at the established rate of compensation for that position.

**2.13.5 Family and Medical Leave Act (FMLA).** Any Faculty member who has been employed at least one year and who worked more than 1,250 hours in the preceding twelve (12) months is eligible for leave under the Family and Medical Leave Act of 1993 if the leave is for one of the following reasons:

1. The birth of a child and to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child, or parent with a serious health condition; or
4. Because of the Faculty or staff member's own serious health condition. FMLA leave may not exceed 12 weeks in any rolling 12-month period.

To be eligible for the leave, a Faculty member must provide the University thirty days advance notice, when possible, on a form to be supplied by the Human Resources Office. Faculty or staff members requesting leave because of their own serious health condition or to care for a spouse, child, or parent with a serious health condition must also provide medical certification of the need for leave.

Faculty members on an approved FMLA leave will have their health insurance benefits continued for up to 12 weeks and will be returned to their prior position or a substantially equivalent position at the conclusion of their leave.

Policy details may be obtained from the Director of Human Resources.

To the extent that other paid leave benefits exceed the benefits provided under FMLA, the FMLA benefits shall not apply.

**2.14 Fringe Benefits.** The information provided in this article is a summary description of available benefits. Authoritative information is contained in the Summary Plan Description, state statutes or other official benefit documents, with the exception of those benefits provided by the University (tuition waiver, activity cards). Benefits are subject to change from time to time and are applicable as modified.

**2.14.1 Social Security.** The University of Dubuque matches the Faculty's contribution to the Federal Social Security Program. Retirement and disability benefits are made available through this program according to the rules and regulations of the Social Security Administration of the United States Department of Health and Human Services. The University follows all federal regulations.

**2.14.2 Worker's Compensation.** A Faculty member who is unable to work due to an injury arising out of and in the course of employment is eligible for Worker's Compensation benefits in accordance with the provisions of the Iowa Worker's Compensation and Occupational Diseases Act. Compensation benefits may be supplemented by payments from earned University sick leave, but the total payments may not exceed basic pay. If a Faculty member suffers an accidental work-related injury or disablement, the employee should immediately contact the supervisor and the Human Resource Office, which will process the appropriate forms and disseminate information.

**2.14.3 Unemployment Compensation Insurance.** If the University is unable to continue the employment of a Faculty member, the employee may be eligible to receive weekly unemployment benefits, provided the employee meets the eligibility requirements of state law. Eligibility for benefits and the amount of benefits are fixed by state and federal law.

**2.14.4 Employment Retirement Income Security Act of 1974 (ERISA).** Faculty members are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:



1. Examine, without charge, at the Human Resources Office, all plan documents, including insurance contracts, and copies of all documents filed by the administrator, the Director of Human Resources, and, with the U.S. Department of Labor, such as annual reports and plan descriptions;
2. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Administrator will make a reasonable charge for the copies; and ,
3. Receive a summary of the plan's annual financial report. The plan administrator is required by law to make available to each participant a copy of this summary financial report.

The Plan Administrator for the University of Dubuque is the Director of Human Resources. In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate an employee's plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of the employee and other plan participants and beneficiaries.

No one, including an employee's employer or any other person, may fire the employee or otherwise discriminate against the employee in any way to prevent the employee from obtaining a benefit from this plan or exercising rights under ERISA. If an employee's claim for a benefit is denied, in whole or in part, the employee must receive a written explanation of the reason for the denial. The employee has the right to have the Plan Administrator review and reconsider the claim. .

Questions about the plan should be directed to the Director of Human Resources as the Plan Administrator. An employee should contact the nearest Area Office of the Labor-Management Services Administration, U.S. Department of Labor for questions regarding this statement or about rights under ERISA.

**2.14.5 Health Insurance Continuation.** The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) requires that employers who sponsor group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the Plan would otherwise end. This is intended to inform, in summary form, of rights and obligations under the continuation coverage provisions of the law.

An employee, the employee's spouse, or dependent become Qualified Beneficiaries if the employee, the employee's spouse or dependent are covered under the employer's group health plan and would lose coverage upon the occurrence of one of the following events (called a Qualifying Event):

- A. Death of the covered employee; Termination (for reasons other than gross misconduct) or reduction of hours of the covered employee's employment;
- B. Divorce or legal separation of the covered employee from a spouse;
- C. Entitlement of the covered employee for Medicare; or
- D. Dependent ceases to be "dependent child" under the group health plan.

In such a case, each Qualified Beneficiary would have the right to elect to choose continuation coverage if the group health coverage would be lost. The employee, employee's spouse, or dependent children (where applicable) would each, as a Qualified Beneficiary , have the option to select continuation coverage for a period shown as follows:

**2.14.5.1 Reason for Termination under Group Period**

|  |           |
|--|-----------|
| Voluntary Termination of Employee                                  | 18 months |
| Involuntary Termination of Employee                                |           |
| (Except for Gross Misconduct)                                      | 18 months |
| Reduction in Work Hours of Employee                                | 18 months |
| Disability of Employee as Determined under the Social Security Act | 29 months |
| Death of Employee  | 36 months |
| Divorce or Legal Separation  | 36 months |
| Employee Becomes Entitled to Medicare                              | 36 months |
| Dependent Child no Longer Qualifies as                             |           |
| Dependent Under Group Health Plan                                  | 36 months |

**2.14.5.2 Special Rule for Multiple Qualifying Events.** If the Faculty member elects continuation coverage following a termination of employment or reduction in hours and, during the 18 month period of continuation coverage, a second event (other than a bankruptcy proceeding) occurs that would have caused the employee to lose coverage under the plan (if the employee had not lost coverage already), the employee may be given the opportunity to extend the period of continuation coverage to a total of 36 months. If a beneficiary elected continuation coverage as the spouse, or dependent of a covered employee who experienced a termination of employment or reduction in hours, and during the continuation period the employee or former employee became entitled to Medicare, the beneficiary may be given the opportunity to extend coverage for 36 months from the date the covered employee becomes entitled to Medicare.

**2.14.5.3 Special Rule for Retirees and Newly Acquired Dependents.** The retiree, spouse, or dependent of a retiree whose employer's group health plan is lost or substantially eliminated within one year before or after the employer's filing of a Title 11 Bankruptcy filing can elect to remain in the employer's group health plan until the retiree's death. After the retiree's death, the retiree's survivors can obtain up to an additional three years of continuation coverage.

Newly acquired dependents of Qualified Beneficiaries such as children and spouses are to be given the same opportunity to obtain coverage as for an employee with, and under the same conditions as, such dependent's coverage. The newly acquired dependent's coverage is not as a Qualified Beneficiary, and as such, their continuation coverage will end upon termination of the Qualified Beneficiary's continuation coverage.

The continuation coverage will not be conditioned on a physical examination or other evidence of insurability, and will be identical, with very few exceptions, to the coverage provided to similarly situated employees or family members. Please note that the beneficiary

may be required to pay all or part of the premium for this continued coverage and an administrative fee.

Under COBRA, the University of Dubuque must notify the insurance carrier within thirty days of an employee's death, termination of employment or reduction in work hours, Medicare entitlement, and bankruptcy proceedings. In these cases, the Plan Administrator must then notify the Qualified Beneficiary of the right to elect continuation coverage. This notice must be provided within fourteen days after the Plan Administrator receives notice that one of these events has occurred. However, with respect to multi-employer plans, to the extent the plan so provides, the University may have an extended period of time for notifying the Plan Administrator of one of the qualifying events, and the Plan Administrator also may have an extended period for providing notice to the Qualified Beneficiary.

In all other cases, the employee or family member has the responsibility to notify the Plan Administrator of a divorce, legal separation, a child losing dependent status, a disability as determined under the Social Security Act, or a newly acquired dependent under the group health plan. In these cases, the employee has sixty days from the date that the employee would lose coverage because of one of the events described previously or notify the Plan Administrator of the Qualifying Event. In all cases, the beneficiary has sixty days from the date of the notice from the Plan Administrator or from the date the beneficiary would lose coverage (whichever is later) to inform the Plan Administrator that the beneficiary wants continuation coverage.

The continuation coverage extends from the date of one of the events described previously to:

1. 18 months (in the case of termination or reduced work hours) or 29 months (in the case of disability) or 36 months (in all other cases described previously except retirees and newly acquired dependents. See "Special Rules").
2. The date the University of Dubuque no longer provides any group health plan to its employees.
3. The premium for continuation coverage is not paid on time.
4. The person whose coverage is being continued becomes covered under another group health plan unless the other plan contains an exclusion or limitation with respect to a pre-existing condition.
5. The person whose coverage is being continued becomes entitled to Medicare benefits (unless the qualifying event is the employer's Title 11 Bankruptcy).
6. The beneficiary is divorced from a covered employee, subsequently remarries, and becomes covered under another group health plan in which case the beneficiary can continue until the maximum allowed period of termination or upon being covered for pre-existing conditions if the new plan excludes or limits benefits for the pre-existing condition coverage plan covers it, whichever occurs first.

To prevent a lapse in coverage, if the beneficiary selects continuation coverage, the beneficiary can pay any required premium within forty-five days after the election. If the University of Dubuque group health plan provides a conversion privilege to other beneficiaries, the University must also provide the beneficiary and family members with the opportunity to enroll under a conversion health plan during the 180-day period preceding the date that continuation coverage expires.

**2.14.5.4 Independent Contractor and Other Service Performers.** Self-employed individuals, independent contractors and agents, and directors who are (or were) covered by a

group health plan maintained by an employer for one or more common law employees may also be eligible for continuation coverage. Continuation coverage is provided if the individual was covered under the employer's group plan by virtue of performing services for the employer.

**2.14.5.5 Working Aged.** COBRA also affects the rights of employees, and spouses who are over 65 years of age. Unless the University of Dubuque is exempt from COBRA, the University must offer employees, and spouses, age 65 and over, "working aged", the same health insurance coverage that is offered to younger workers and their spouses.

**2.14.6 Carrier.** Group insurance coverage is offered by the University of Dubuque with the University contributing 50% of the total premiums and the Faculty member paying 50% for coverage equal to the Faculty's annual salary rounded to the nearest thousand.

**2.14.7 Life and Accidental Death and Dismemberment Insurance.** Amount of coverage is equal to the amount of the Faculty's annual salary, rounded to the nearest thousand. Coverage for new members is effective the first day of the month following date of employment and ceases on the last day the employee worked.

**2.14.8 Medical Insurance.** Health insurance is part of the University of Dubuque's Flexible Spending Plan. This coverage is through a self-insurance program administrated by Cottingham and Butler Insurance Company of Dubuque, Iowa. The plan provides comprehensive coverage for both illness and surgery as well as a maximum major medical benefit of \$250,000. Effective dates for new Faculty members are as stated in (1) above. Please consult the University of Dubuque Employee Health Care Summary Plan Description for more information regarding medical insurance.

**2.14.9 Dental Insurance.** This coverage is available through the self-insurance program administrated by Cottingham and Butler Insurance of Dubuque, Iowa. The plan provides dental coverage for either a family or single plan. For further information on eligibility, etc. consult the University of Dubuque Employee Health Care Summary Plan Description available at the Human Resource Office.

**2.14.10 Long Term Disability.**

1. Benefit Formula, sixty percent (60%) of monthly wages or salary to a maximum benefit of \$5,000 per month. To prevent over-insurance, and to maintain the program at the lowest possible cost, the monthly benefit will be reduced by the following payments to which the disabled employee may be entitled during the period of disability for which claim is made:
  - A. Workmen's Compensation, occupational or non-occupational disease or disability act or law;
  - B. Benefits payable for loss of time under the Federal Social Security Program (primary and family benefits);
    1. Pension Plans (except Tax Sheltered Annuities).
    2. Benefit Period: Accident or Sickness to age 70;
    3. Waiting Period: 90 days;
    4. Effective pate: As stated in (1) above.

**2.14.11 Retirement Annuity Plan.** All Faculty members who are at least half time (1040 hours per year) are eligible to participate in the *TIAA/CREF*, *American Funds*, *TRowe-Price* or *Vanguard* retirement

systems. These are 403(b) programs in which the University will match up to 6% of the employee's earnings so long as the employee contributes at least 5% of their monthly income. If the Faculty member chooses to contribute less than 5% , the University will match their contributions on a dollar-for-dollar basis.

## **2.14.12 Tuition Remission and Tuition Exchange.**

**2.14.12.1 Philosophy** One of the six points under the University's Mission & Vision states the University of Dubuque is committed to "Zeal for life-long learning and service". In addition, under the Vision statement the University will be energized by a dedicated, diverse and demonstrably competent faculty and staff. With these in mind, the University of Dubuque provides a tuition remission policy to support the educational goals of employees and their families.

**2.14.12.2 Eligibility** Faculty and staff who are eligible for benefits and employed full-time, their spouse, and unmarried dependents, (as defined by the IRS), under the age of 24, at the beginning of a semester, are eligible for 100% tuition remission benefits as outlined below. Faculty and staff who are eligible for benefits and employed less than full-time, their spouse, and dependents (as defined by the IRS), under the age of 24 are eligible for a prorated benefit according to their percentage of full-time, (2080 hours), status at the University.

Benefits are effective immediately for an eligible employee's spouse and unmarried dependents, (as defined by the IRS), under the age of 24. This benefit is not effective until the first term following completion of one year of employment for employees.

Degree-seeking students and those students who per University policy have not declared a major register based on class rank. Non-degree seeking students register last and are only eligible for classes with open spaces.

Before enrolling or continuing in a program, students are subject to all current institutional academic regulations and must be in good financial standing with the University. Persons deemed not to be in good academic and/or financial standing with the University will be ineligible for tuition remission until such time as the status is returned to good standing by the appropriate office(s).

Upon termination of employment from the University this benefit terminates for the employee and/or the employee's spouse effective at the beginning of the current semester/session. For non-spouse dependents this benefit terminates at the end of the current semester/session. If termination is a result of the employee's death or disablement spouses and dependents under the age of 24, (as defined by the IRS), that are already receiving remission benefits remain eligible for the benefit as long as they are compliant with all other sections of this policy.

**2.14.12.2.1 Employees** Eligible employees are eligible for 100% tuition remission for eligible undergraduate study until the completion of the requirements of an undergraduate degree, or the completion of 150 undergraduate credits (including any transfer credits); whichever comes first, for the first earned undergraduate degree. Eligible undergraduate study includes all degrees offered at the University that do not require the employee from being unable to fulfill their job description. If an employee

is currently enrolled in a program as of June 1, 2008 that as part of the degree will require the employee to be away from their duties, thus unable to fulfill their job description, they are grandfathered and will receive the remission benefit.

The employee will also be eligible for 50% tuition remission for graduate programs if a previous graduate degree has not been earned from either the University of any other Institution. This remission will cease at the completion of one graduate degree.

Tuition remission for employees is further limited by the concern for balance in an employee's pursuit of educational goals and the operating efficiency of the department in which the employee is employed. Therefore, tuition remission benefits will only be provided for seven credit hours, (including non-remission covered courses) of instruction per fall or spring semesters and 4 credit hours of instruction during each summer session. Further, no more than 4 credits may fall within an employee's normal work schedule during a semester or summer and any time taken off must be made up within the pay period. Each semester/session, prior to enrollment, employees must obtain signature approval in writing by their immediate supervisor and cabinet member prior to registration.

**2.14.12.2.2 Spouses** The eligible employee's spouse is eligible for 100% tuition remission for undergraduate study until the first of completion of the requirements of an undergraduate degree, or the completion of 150 undergraduate credits (including any transfer credits) for the first earned undergraduate degree.

The eligible employee's spouse will also be eligible for 50% tuition remission for graduate programs if a previous graduate degree has not been earned from either the University of any other Institution and a second degree has not been covered under this program. This remission will cease at the completion of one graduate degree.

Spouses of employees who are students will be charged the employee fee rate for University services such as but not limited to daycare, parking, Wellness Center, etc.

**2.14.12.2.3 Dependent Children** The eligible employee's dependents under the age of 24, (as defined by the IRS), are eligible for 100% tuition remission benefits for undergraduate study. Tuition remission benefits will cease at the soonest of the following events: completion of the requirements of an undergraduate degree, completion of 150 undergraduate credits (including any transfer credits) or attainment of age 24.

### **2.14.12.3 Limitations/Stipulations**

I. An employee who has received any benefit from this policy who leaves the University within two years of last receiving benefits under this policy is required to reimburse the University tuition remission 100%.

II. A change in the percentage of an employee's full-time status will affect the tuition remission eligibility at the beginning of the next term following the change.

III. Families using the tuition remission benefit for undergraduate courses must file for federal and state financial aid using the Free Application for Federal Student Aid (FAFSA). This form must be sent to the proper federal processor prior to the University of Dubuque priority deadline.

IV. Tuition remission is applicable to the base tuition only and will not cover room or board fees, books, independent study, music lessons, flight time or special or additional fees. Independent study requirements that are a requirement of a degree are covered by the remission policy. Professional skills practicum, and capstone courses are covered.

V. Employer reimbursement program for both undergraduate and graduate level courses will be applied to base tuition first, with tuition remission covering only that part of the base tuition not covered by the employer.

VI. Cross-registration for any course at any institution is not covered by tuition remission.

VII. It is understood and agreed that in the event any laws enacted or regulation adopted pursuant to law which imposes any income tax liability, federal or state, upon any employee, their spouse or dependent by reason of this tuition remission policy, that such income tax liability shall be paid by such employee, their spouse or dependent.

VIII. This revised program is effective August 1, 2008 for all employees, spouses and eligible dependents, including those currently receiving the benefit unless otherwise indicated.

IX. Certain programs or certifications may be excluded from tuition remission or exchange benefits due to the higher support cost of the program. Currently, this includes the Aviation, PA program. Please contact the Director of Human Resources for a current listing of programs excluded.

**2.14.12.4 Graduate Tuition Remission at Loras College and Clarke University** The University of Dubuque has an agreement with Loras and Clarke to extend a 50% graduate tuition remission benefit at those schools. Remaining tuition charges will be the responsibility of the employee.

This agreement applies to graduate credits taken by Faculty and staff members at the University who have been approved by the appropriate academic officer. These students will be subject to the admission criteria of the graduate program to which admission is sought. Application and other fees will be the responsibility of the student.

Graduate Assistants are eligible for six graduate courses per fiscal year (June 1 through May 31) at the University of Dubuque, Loras College, or Clarke University. These students will be subject to the admission criteria of the graduate program to which admission is sought.

**2.14.12.5 Tuition Exchange Policy** Tuition Exchange benefits may be available at other colleges with which the University of Dubuque has established reciprocal agreements, at the rate and according to limitations established by those schools. For exchange programs where

import/export restrictions exist, eligibility will be based on the seniority of the employee at the University of Dubuque. In the event that seniority of two or more employees is identical, the grade point average of the student will be used as the determining factor. The Office of Scholarships and Financial Aid will establish a deadline each year for employees considering the tuition exchange programs.

Participation in the exchange programs is limited to permanent employees with at least three-fourths time status at the University.

**2.14.13 Library Privileges.** Subject to established library regulation, the library of the University is available for use by staff members.

**2.14.14 Athletic Events.** Employees and members of their immediate family are eligible to attend athletic events free of charge.

**2.14.15 Collateral University Benefits.** Collateral benefits include:

- A. Use of recreational facilities, including tennis courts, fitness center, and gymnasium, by employee, family, and guests, at no charge.
- B. Use of exercise room equipment.
- C. Free or reduced admission to cultural affairs programs, i.e., plays, movies, concerts, etc.

These benefits are provided as gratuities and not contractual rights and may be discontinued or modified by the Board at any time without notice of obligation.

## **2.15 Compensation.**

**2.15.1 Salary Policy.** Faculty members will be paid monthly on the 26<sup>th</sup> of the month for that month. If the 26<sup>th</sup> falls on a weekend or a holiday, the payday will be the next following work day. Faculty members have the option of having their paychecks automatically deposited to a bank or credit union. Paychecks, or pay stubs if automatically deposited, can be picked up in the Cashier's Office located in the Myers Center.

**2.15.2 Promotion Increments.** Automatic salary increases to be included in the base for subsequent years of employment shall be made for Faculty members who advance in rank; however, the adjustment will not be made if the Faculty member's current base salary is higher than the base salary of the rank to which the Faculty was promoted. The automatic salary increase is dependent on academic qualifications and whether the Faculty member is tenured.

**2.15.3 Equity Adjustments.** Based upon recommendations from the VPAA, and in consideration of the availability of funds, the President may authorize salary adjustments for continuing academic Faculty members whose salaries by rank or discipline as identified in reports such as those by CUPA or other agencies, and/or comparisons with peer institutions and/or analysis of the staffing pattern of a department or college are inequitable. Equity adjustments become part of the base for subsequent year of employment.

**2.15.4 Annual Increments.** In most years Faculty members receive a salary increase. The size of the increase is dependent primarily upon the amount of funds appropriated by the University Administrative Cabinet for that year and upon the available amount of funds. In recognition of the



importance of economic security to Faculty, the University will attempt to allocate a portion of available salary funds each year for distribution to all Faculty on a percentage basis.

**2.15.5 Increases for Meritorious Performance.** Each year a portion of available salary funds will be allocated for merit increases to be distributed in accordance with the policies set forth in Article 2.5.

**2.15.6 Summer Teaching, Continuing Education/Extended Studies Compensation.** Contracts for teaching during the Summer, or in Continuing Education/Extended Studies courses shall be issued in accordance with University policies at rates of compensation determined by the UAC and as approved by the President.

**2.15.7 Payroll.** All Faculty salary payments are subject to University payroll policies and procedures including withholding and set-off policies. The University reserves the right to set off against any salary monies due to a Faculty member any debts owed by the Faculty.

## **2.16 Grievance Procedure.**

**2.16.1 Purpose.** It is intended that all problems be resolved, whenever possible, before the filing of a grievance. Open communication between administrators and Faculty is encouraged so that resort to the formal grievance procedure will not be necessary.

The purpose of this procedure is to promote prompt and efficient investigation and resolution of grievances. These procedures shall be the method for resolving all grievances.

**2.16.2 Resort to Other Procedures.** In recognition of the fact that the commitment of the University and the grievant to this process is necessary in order to achieve its designed objectives, if the grievant seeks resolution of the subject matter of a pending grievance in any forum or by any set of procedures other than those established in this procedure, whether administrative or judicial, the University shall be under no obligation to proceed any further with the matter hereunder. The act of filing an action in another forum in order to avoid violating a time limitation shall not be considered a violation of the intent of this paragraph.

**2.16.3 Confidentiality.** Grievance proceedings shall be maintained as confidential subject only to the need of the grievant and the University to comply with the processes specified herein and to present evidence concerning the grievance in other administrative or judicial proceedings. All hearings and meetings shall be held in private and only the parties designated herein may be in attendance.

**2.16.4 Definitions.** For the purpose of this procedure:

- A. The term "grievance" shall mean an allegation that the grievant's employment rights and entitlements as set forth in Chapter 2 of this Faculty Handbook or in the grievant's individual employment contract have been denied due to a violation, misapplication or misinterpretation of University policies, regulations or procedures.
- B. The term "grievant" shall mean an identified person, who was at the time the action giving rise to the grievance arose, a Faculty member of the University.

- C. The term "working days" shall mean those days when the business offices of the University are open.
- D. The term "Grievance Committee" shall mean a committee of three individuals who are employees of the University, one appointed by the President of the University, one chosen by the grievant, and one appointed by the Board of Trustees or its Executive committee. At least one such individual shall be a senior Faculty member holding the rank of Associate Professor or Professor.

**2.16.5 Time Limitations.** When any action which is required to be taken within a specified time period is not taken in time, the following shall apply:

- A. If the grievant fails to act within the time limits provided herein, the University shall have no responsibility to process the grievance and it shall be deemed withdrawn with prejudice.
- B. In the case where the University fails to act in time the grievant may proceed to the next review level and any subsequently issued decision on the matter at the by-passed level shall be void.

#### **2.16.6 Procedure for Handling a Grievance.**

**2.16.6.1 Step 1.** A grievance must first be presented in writing and informally to the grievant's immediate supervisor. The grievance must be filed within twenty-five (25) working days of the date on which the grievant knew or should have known of the action or condition which occasioned the grievance. The immediate supervisor, upon learning of the grievance, shall investigate the matter as deemed appropriate and respond to the grievant in writing within ten (10) working days of the date the grievance was filed with the supervisor's office.

**2.16.6.2 Step 2.** If the grievance is not resolved at Step 1 and the grievant desires to pursue the matter, the grievant shall formalize the grievance and file it with the President within five (5) working days of the Step 1 decision. The formalized grievance shall be presented in writing. The written submission shall state the specific policy, regulation or procedure alleged to have been misinterpreted, misapplied or violated, the effect on the grievant, and the relief requested. The President or his/her designate shall investigate the grievance as deemed appropriate and respond to the grievant in writing within fourteen (14) working days from the date the written grievance statement was filed with the President.

**2.16.6.3 Step 3.** If the grievance has not been resolved in Step 2, the grievant may file a written request for review with the President within fourteen (14) working days following the date of delivery of the Step 2 decision to the residence of the grievant. A copy of the request shall be sent within twenty-four (24) hours by the President to the Hearing Officer/Committee chair. All grievances shall be heard by the Grievance Committee except cases involving dismissals or terminations pursuant to a reduction in force which shall be heard by a Hearing Officer who shall be a person selected by the President who is not employed by the University except to hold hearings, and who has experience in conducting judicial or quasi judicial proceedings. The Hearing Officer/Committee chair may hold an informal conference with the parties in an attempt to effect a settlement or clarify issues and procedures at any time she/he deems appropriate.

The Hearing Officer/Committee chair, within ten (10) working days of the date of receipt of the request for review by the President, shall set the time, date, and place for a hearing. Notice of the hearing shall be provided to the President and the grievant.

All parties to the grievance have the right to obtain witnesses and present evidence. The University shall cooperate with the grievant in securing witnesses and in making available specifically identified and relevant documentary and other evidence requested by the grievant, to the extent not limited by law. Employees of the University shall respond to requests to give testimony under oath or affirmation, incidental to the processing of any grievance under this procedure, subject to any legally recognized privilege. The parties to the grievance have the right to cross-examine witnesses. Where a witness cannot or will not appear, but the Hearing Officer/Committee determines that the interest of justice requires admission of his/her statement, then the Hearing Officer/Committee will attempt to arrange for a deposition. The Hearing Officer/Committee may grant continuances when requested by either party to the grievance to enable either party to investigate evidence, or for any other reason he/she/it deems appropriate. The Hearing Officer/Committee shall keep an electronic record of the proceedings.

The hearings will not be conducted under strict rules of legal evidence; however, every effort will be made to obtain the most reliable evidence.

The disposition of the grievance by the Hearing Officer/Committee shall take the form of findings of fact and conclusions and a recommended disposition to the President in the case of grievances other than dismissals or terminations pursuant to a reduction in force. Decisions in cases of terminations pursuant to reduction in force and dismissals shall be reported to the Board of Trustees, and will be issued within fifteen (15) working days after completion of the hearing. The recommended disposition must be based solely on the record, pertinent institutional policies, regulations, and procedures, and the law of the land.

**2.16.6.4 Step 4.** The President, or the Board of Trustees in the case of dismissals or terminations pursuant to a reduction in force, will make a final decision based upon a review of the record and the recommendations, findings, and conclusions of the Hearing Officer/Committee. The Executive Committee of the Board of Trustees may act in lieu of the Board at the direction of the Board. The Board of Trustees may hold such further proceedings as it deems appropriate. Such decision will be made within one hundred twenty (120) calendar days after issuance of the Hearing Officer's/Committee's recommendations. The decision of the President/Board of Trustees shall be final.

**APPENDICES**

## Appendix A. University Mission, Values and Vision

**Mission and Values** The University of Dubuque is a small, private university affiliated with the Presbyterian Church (USA) offering undergraduate, graduate, and theological seminary programs. The University is comprised of individuals from the region, the nation, and the world.

As a community, the University practices its Christian faith by educating students and pursuing excellence in scholarship. Therefore, the University of Dubuque is committed to:

- A hospitable Christian environment which respects other faith traditions;
- Relationships which encourage intellectual, spiritual, and moral development;
- Excellence in academic inquiry and professional preparation;
- A diverse and equitable community where Christian love is practiced;
- Stewardship of all God's human and natural resources;
- Zeal for life-long learning and service.

**Vision** The University of Dubuque will be:

Acknowledged as one of the best small, private Christian colleges and universities;

Renowned for serving the best interests of students at all stages of their lives and at different levels of professional and personal development;

Unified as a community where Christian commitment, intellectual integrity, and academic excellence are the basis for learning;

Invigorated by its bold integration of both liberal arts and theological education with the acquisition of professional credentials required to compete and contribute in the global arena;

Focused on the development of skills for critical and creative inquiry and communication enhanced by technology;

Distinguished as a dynamic and vibrant cultural center where a diversity of ideas and experiences are embraced and nurtured;

Energized by a dedicated, diverse, and demonstrably competent Faculty and staff well-respected in the community and in their respective fields;

Characterized by financial health and fiscal prudence, with a physical environment and facilities conducive to the University's educational mission;

Respected as an educational institution whose graduates make their mark through their stewardship of human and natural resources, and in service to their community.

## Appendix B: Chief Administrative Officers of the College – Position Descriptions

### A. President

Elected by the Board of Trustees, the President is the chief executive and administrative officer of the University. The President's responsibility is to provide leadership which will enhance institutional growth, stability, and excellence. Within the framework of the policies of the Board of Trustees and the Board's power of superintendence and preemption, the President has the authority and obligation to exercise such powers and perform such duties and responsibilities as may be necessary and appropriate for the proper management of the University. The principal duties of the President are:

- A. To set objectives for the University and seek to maintain an environment supportive of the church-related nature of the institution and its stated Mission.
- B. To exercise supervision and direction necessary to promote the efficient and cost effective operation of the University.
- C. To act as the official medium of communication between all groups on campus and the Board of Trustees.
  - a. To report on a regular basis to the Board of Trustees concerning the condition, needs, and general state of the University.
- D. To prepare and present the annual budget of the University to the Board of Trustees.
- E. To appoint committees and councils considered necessary in the performance of administrative duties.
- F. To hold veto power with reference to all campus recommendations, actions, and decisions.
- G. To confer and present degrees to all degree candidates who have been approved by the Faculty.
- H. To work with the President's Cabinet in reaching decisions relative to budget, resource development, student life, and academic issues.
- I. To provide periodic, formal evaluations of the VPAA, Vice President and Dean of the Seminary, the Vice President for Enrollment Management, Marketing and University Relations, the Vice President for Finance & Auxiliary Services, the Vice President of Institutional Advancement, Dean of Student Life, the Director of Athletics, and office staff.
- J. To implement and monitor comprehensive and strategic long-range planning involving all sectors of the University.
- K. To encourage and support campus-based efforts affecting personal, religious, and moral development of students.
- L. To provide leadership in development and implementation of a successful asset building campaign.
- M. To conduct a vigorous schedule of public speaking for the planned promotion of the University for maximum public approval.
- N. To aid and promote programs designed to increase public relations and visibility of the institution.
- O. To work with the Development Office in philanthropy, in cultivating major donors, in building the annual fund, in increasing alumni participation, and in promoting the capital campaign.
- P. To support and promote trustee development and efforts.
- Q. To serve in an ex officio capacity as a member of all University committees.
- R. To serve as the official University liaison with all regional and professional accreditation agencies to which the University is affiliated.
- S. To serve as chief spokesperson of the University.
- T. To sign all contracts of the University.
- U. To receive recommendations from the University Vice Presidents.
- V. To perform other duties as requested by the Board of Trustees.

### **B. Vice President for Academic Affairs**

The Vice President for Academic Affairs (VPAA) is appointed by the President with the approval of the Board of Trustees. As the chief academic officer of the College, the VPAA is directly responsible to the President, is a member of the President's Cabinet and the University Advisory Council, and serves at the pleasure of the President. The VPAA performs the following principal responsibilities:

- A. Holds institutional responsibility for all academic programs and services.
- B. Recommends to the President the appointment, reappointment, promotion, or dismissal of Deans, Directors, Program and Department Heads, staff assistants, Library Director and librarians, the Registrar, and all members of the teaching Faculty.
- C. Recommends to the President members of the teaching Faculty for promotion in rank, tenure, sabbatical leaves, salary increases, or leaves-of-absence.
- D. Maintains with the Director of Human Resources the official personnel files of all Faculty members. Coordinates the program of Faculty evaluation.
- E. Supervises and formally evaluates office staff, all individuals directly reporting to the VPAA. The VPAA has the reserved right to evaluate directly all Faculty.
- F. Facilitates and promotes professional development of the Faculty.
- G. Supervises and continuously monitors academic program development and outcomes assessment.
- H. Reviews, monitors, recommends, and implements all academic rules and regulations.
- I. Recommends to the President the Faculty members to be appointed to the various campus committees and coordinates election process for elected members.
- J. Prepares and/or coordinates academic and personnel sections of the University Undergraduate and Graduate Catalogs.
- K. Organizes, coordinates, and evaluates a program of academic advisement, with assistance of the Associate Dean and Department Heads, and staff.
- L. Recommends and monitors budgets for the library, the registrar, technology and all instructional units.
- M. Prepares and assists in presentation of academic recommendations to the Committee on Academic Affairs of the Board of Trustees.
- N. Coordinates periodic up-dates of Faculty Handbook.
- O. Chairs meetings of the Faculty.
- P. Exercises oversight of the Academic Success Center.
- Q. Performs other duties as assigned by the President.

### **C. Associate Dean for Liberal Arts and Sciences**

Under the supervision of the Vice President for Academic Affairs, the Associate Dean for Liberal Arts and Sciences directs the routine functions of all undergraduate education programs in the Liberal Arts and Sciences and serves as arbiter of student appeals. This position provides general support to the administrative functions of academic affairs. The Associate Dean reports to the VPAA. Subject to the right of superintendence and preemption of the VPAA, the Associate Dean for Liberal Arts and Sciences performs the following principal responsibilities:

- A. Advises the VPAA on matters concerning Faculty, curriculum, and the departments and programs of Communication, English, Fine and Performing Arts, History, Natural and Applied Sciences, Philosophy and Religion, Psychology, and Sociology-Criminal Justice.

- B. Manages Adjunct, and full-time Faculty recruitment, evaluation, & professional development for Liberal Arts and Sciences.
- C. Monitors plagiarism cases for the departments and programs for Liberal Arts and Sciences.
- D. Administratively deals with student academic issues and attempts to resolve conflict arising from said issues for Liberal Arts & Sciences.
- E. Serves as interim Department Head when needed.
- F. Serves as administrative member on various committees & councils.
- G. Works with Admissions on Faculty representation for College recruitment activities.
- H. Administratively supervises approval of academic related processes such as tutorials, independent studies, incomplete grades, and changes in grades.
- I. Reviews and monitors curriculum issues such as new course approval, new program implementation, modification to existing programs and courses, and skills/literacy/general education requirements approval.
- J. Manages academic deadlines, e.g., drop/add & withdrawal, learning contracts, curriculum modification forms, internship contracts, credit by portfolio review.
- K. Manages the Core Curriculum.
- L. Coordinates final grade appeals.
- M. Undertakes special projects as assigned by the VPAA.

#### **D. Associate Dean for Professional Programs**

Under the supervision of the Vice President for Academic Affairs, the Associate Dean for Professional Programs directs the routine functions of all undergraduate education programs in the Professional Studies and School of Business and serves as arbiter of student appeals. This position provides general support to the administrative functions of academic affairs. The Associate Dean reports to the VPAA. Subject to the right of superintendence and preemption of the VPAA, the Associate Dean for Professional Programs performs the following principal responsibilities:

- A. Advises the VPAA on matters concerning Faculty, curriculum, and programs of the departments of Aviation/Flight, Business, Computer Graphics and Interactive Media, Computer Information Systems, Education/Physical Education/Health-Wellness Recreation, and Nursing.
- B. Manages Adjunct and full-time Faculty recruitment, evaluation, and professional development for Professional Programs.
- C. Monitors plagiarism cases for the departments and programs for Professional Programs.
- D. Administratively deals with student academic issues and attempts to resolve conflict arising from said issues for Professional Programs.
- E. Serves as interim Department Head when needed.
- F. Serves as administrative member on various committees & councils.
- G. Works with Admissions on Faculty representation for College recruitment activities.
- H. Manages academic scheduling & registration for the College including creation of class schedules each semester, room assignments, advisor assignments, adding and cancelling class sections, etc.
- I. Supervises summer school in collaboration with Director of Summer School.
- J. Consults with University Relations to continually revise College Catalog biannually and monitors web catalog.
- K. Manages administration of undergraduate Adjunct and overload contracts for the College.
- L. Undertakes special projects as assigned by VPAA.



**E. Academic Affairs Coordinator**

- A. Provides office management for Academic Affairs.
- B. Performs contracts management for overload and Adjunct Faculty, as well as full-time single and multi-year contracts and Faculty promotions.
- C. Provides budget oversight for all departments reporting to VPAA including Library, ASC, Registrar, Associate Deans, UD for Kids, & Graduate programs.
- D. Manages Faculty professional development budget with Professional Development Committee chair.
- E. In collaboration with Graduate Dean, provides liaison and support as needed for Directors of Master of Business Administration and Master of Communication programs.
- F. Coordinates Commencement meetings and planning.
- G. With VPAA, Associate Deans, and assistance from Academic Affairs Secretary, coordinates Faculty Days development, new Faculty orientation, and other faculty professional programs.
- H. Coordinates Faculty applicants campus visits and interview itinerary. Assists with set-up of new Faculty hires.
- I. Plans and executes arrangements for Faculty Forums.
- J. Maintains UD network information system and Academic Affairs spreadsheets on Faculty appointments, rank, tenure status, contract term, education history and promotions.
- K. Provides secretarial support to Academic Affairs Committee of the Board of Trustees.
- L. Attends Academic Affairs, Academic Council, Faculty, Technology and other meetings as necessary.
- M. Provides resources and support to Faculty and staff as requested.
- N. Supervises clerical staff (Academic Affairs Secretary, Liberal Arts Faculty Secretary, Education Faculty Secretary, and DNAS Faculty Secretary).

Appendix C. Faculty Contract Form

UNIVERSITY of DUBUQUE FACULTY CONTRACT OF EMPLOYMENT

Employee Address Rank/Title Contract Type Contract Term Contract Dates Total Annual Salary: \$ Composed of Base Salary: \$ Plus Premium Salary: \$ Premium Salary Responsibilities: None. Additional Agreements: None.

The University and the Employee agree as follows:

- 1. The University hereby employs Employee as a faculty member for the contract type, term, dates, rank, and with any additional agreements listed above.
2. The University will pay Employee a total annual salary of at least the amount listed above. This salary shall be paid in accordance with payroll policies and procedures of the University and subject to deductions required by the University, governmental authorities, or authorized by the Employee.
3. The Contract is subject to the Faculty Handbook, applicable sections of the Staff Handbook, the policies and procedures of the University, and applicable laws of the State of Iowa and the United States in force and effect during the Contract Term, all of which may be modified and are applicable as modified.
4. Employee may terminate this Contract by giving written notice to the University's signatory, below, (a) at least ninety (90) calendar days prior to the beginning of the Contract Term, or (b) at the end of an academic term at least ninety (90) calendar days prior to the final scheduled day of the academic term.
5. Without the express written authorization of the University, no employee shall represent the University in any public forum, disclose proprietary University information or processes, or make any contracts or commitments for the University.
6. Except as provided in paragraph three (3), above, the terms and provisions of this Contract document shall not be altered, amended or modified except in a writing signed by the signatories of this Contract.
7. The Contract contains the entire agreement between the University and the Employee and supersedes any and all prior written or oral agreements or representations.
8. The Contract shall be construed in accordance with the laws of the State of Iowa. It is agreed that any lawsuits or causes of action arising out of this Contract and/or the employment relationship between the University and the Employee shall be venued in the courts of Dubuque County, State of Iowa, to the extent that those courts are reposed with jurisdiction. Employee submits to the personal jurisdiction of those courts.
9. This Contract of Employment shall not be binding upon the University unless the Employee signs it within fourteen (14) calendar days of the date of presentation hereinafter set forth. This Contract is not valid and binding on the University unless and until it has been approved by the Vice President for Academic Affairs and President. The Employer may rescind the offer of employment tendered by this Contract in writing at any time prior to acceptance.

I have read the foregoing Contract of Employment and agree to the provisions thereof. I understand that any alteration of the language in the original employment contract offer will void the contract and that the contract becomes official only upon its signing by the Vice President for Academic Affairs and the President.

Employee Date Human Resources Date Vice President for Academic Affairs Date President of the University Date Date of Presentation: Contract Due Date:

## Appendix D. Human Subjects

The University is guided by the ethical principles regarding the use of human subjects in research as set forth in the report of the National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research entitled *Belmont Report: Ethical Principles of Guidelines for the Protection of Human Subjects of Research*. These principles govern all activities involving human subjects which is conducted at this institution.

**Internal Review Board - Membership.** The Internal Review Board (IRB) shall consist of at least three (3) members of varying backgrounds adequate to review research activities with consideration of racial and cultural backgrounds and sensitivity to such issues as community attitudes, and IRB membership shall conform to the following guidelines:

- A. The IRB shall include at least one person able to ascertain the acceptability of proposed research in terms of institutional commitments and regulations, applicable law, and standards of professional conduct and practice.
- B. The IRB may not consist entirely of members of one profession.
- C. The IRB shall include at least one member whose primary concerns are in nonscientific areas, for example: lawyers, ethicists, members of the clergy.
- D. The IRB shall include at least one member who is not otherwise affiliated with The University.
- E. The IRB may not have a member participating in the HSRP's initial or continuing review of any project in which the member has a conflicting interest, except to provide information requested by the HSRP.
- F. The IRB may invite individuals with competence in special areas to assist in the review of complex issues. These individuals may not vote with the RSRP.
- G. The term of IRB membership shall be staggered two (2) year terms.
- H. Selection to the IRB committee - members will be recruited by approved and appointed by the VPAA.

**Chairperson.** The chair of the IRB shall:

- A. Be responsible for the expedited review process.
- B. Serve a designated term the length of which is to be determined by the committee. This term may be renewable.
- C. Chair meetings of the IRB.

**Quorum.** A majority of the members of the IRB, including at least one member whose primary concerns are in a non-scientific area, must be present at convened meetings when applications for research involving human subjects are reviewed. The exception is when an expedited review procedure is used. In order for a research proposal to be approved, it must receive the approval of a majority of those members present at the meeting.

**IRB Duties.** The duties of the IRB are to:

- A. Review and have authority to approve, require modifications in (to secure approval), or disapprove all activities involving human subjects.
- B. Require that information given to subjects as part of informed consent is in accordance with 45 CFR 46.117 (CFR=Code of Federal Regulations Website: [www.gpo.gov/nara/cfr](http://www.gpo.gov/nara/cfr)), and require additional information to be given when the IRB deems it appropriate.
- C. Require documentation of informed consent or waive documentation in accordance with 45 CFR 46.117.
- D. Notify investigators and the institution in writing of its decision to approve or disapprove the proposed activity, or of modification required to secure IRB approval of the research activity. It shall include in its written notification a statement of the reasons for its decision

and give the investigator an opportunity to respond in person or in writing.

- E. Conduct continuing review of research covered by these regulations at intervals appropriate to the degree of risk, but not less than once per year, and observe or have a third party observe the consent process and the research.
- F. Suspend or terminate approval of research that is not being conducted in accordance with the IRB's requirements or that has been associated with unexpected serious harm to subjects. Any suspension or termination of approval shall include a statement of the reasons for the IRB's action and shall be reported promptly to the investigator, and the VPAA.

**IRB Meetings:** The IRB shall meet twice a semester (excluding summer) to review applications. The IRB shall meet at least once a year for an annual review of procedures and an update of non-committee decisions, i.e., exemptions and expedited reviews.

**IRB Deadlines:** The IRB communicate decisions to applicants within fourteen (14) calendar days after completion of its review. This deadline also applies to resubmissions.

#### **Types of Review and Approval.**

- A. Exemptions: surveys and observational studies that protect the confidentiality of the participants and do not put the participants at risk by documenting illegal behavior are exempted from IRB review. Approval for exemptions is the responsibility of the VPAA.
- B. Expedited Review: activities that pose minimal risks to participants and review of minor changes to approved research may be handled by an expedited review process, as allowed for in 45 CFR 46.110. Approval for expedited review is the responsibility of the IRB chairperson.

**Criteria for IRB Approval of Research.** In order to approve research covered by these regulations the IRB shall determine that all of the following requirements are satisfied:

- A. Risk to subjects are minimized: by using procedures which are consistent with sound research design and which do not unnecessarily exposes subjects to risk and whenever appropriate, by using procedures already being performed on the subjects for diagnostic or treatment purposes.
- B. Risks to subjects are reasonable in relation to anticipated benefits, to subjects, if any, and the importance of the knowledge that may reasonably be expected to result. In evaluating risks and benefits that may result from the research (as distinguished from risks and benefits of therapies subjects would receive even if not participating in the research) the IRB should not consider possible long-range effects of applying knowledge gained in the research (for example, the possible effects of the research on public policy) among those research risks that fall within the purview of its responsibility.
- C. Selection of subject is equitable. In making this assessment the IRB should take into account the purposes of the research and the setting in which the research will be conducted.
- D. Informed consent will be sought from each prospective subject or the subject's legally authorized representative, in accordance with, and to the extent required by 45CFR 46.116.
- E. Informed consent will be appropriately documented, in accordance with, and to the extent required by 45 CFR 46.117.
- F. Where appropriate, the research plan makes adequate provisions for monitoring the data collected to insure the safety of subjects.

- G. Where appropriate, there are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of data.
- H. Where some or all of the subjects are likely to be vulnerable to coercion or undue influence, such as persons with acute or severe physical or mental illness, or persons, who are economically or educationally disadvantaged, appropriate additional safeguards have been included in the study to protect the rights and welfare of these subject.

**Miscellaneous Procedures.**

- A. If an application is disapproved, the applicant may resubmit at any time.
- B. Courses requiring student projects involving human subjects need only to have the syllabus reviewed and approved by the IRB.
- C. Changes in previously approved IRB protocol must be reviewed and approved by the IRB. It is the project director's responsibility to report any changes in approved protocol.
- D. Joint activities involving human subjects that will be conducted at two institutions must receive approval from both the IRB at the respective institutions. If the project is student directed, the student's institution must first approve of the activity.

**Records.** The IRB shall prepare and maintain adequate documentation of IRB activities including the following:

- A. Copies of all applications for review of activities involving human subject.
- B. Copies of human subject evaluation forms.
- C. Minutes of IRB meetings which shall be in sufficient detail to show attendance at the meetings: actions taken by the IRB; the vote on these actions including the number of members voting for, against and abstaining; the basis for requiring changes in or disapproving research; and a written summary of the discussion of controverted issues and their resolution.
- D. Records of continuing review activities, progress reports and injury reports.
- E. Copies of all correspondence between the IRB and the project directors.
- F. A list of IRB members including the following: name, earned degree, representative capacity, indications of experience, and any employment or other relationship between each member and the institution.
- G. Statements of significant new findings provided to subjects.
- H. Written procedures for the conduct of IRB reviews as required.
- I. The records shall be retained for at least three years after completion of the activity, and the records shall be accessible for inspection and copying by individuals authorized by the University or by law

## **Appendix E. Policy Statement Family Educational Rights and Privacy Act**

The Family Educational Rights and Privacy Act of 1974, as amended (the "Act"), is a federal law which requires that (a) a written institutional policy must be established and (b) a statement of adopted procedures covering the privacy rights of students must be made available. The University of Dubuque shall maintain the confidentiality of Education Records in accordance with the provisions of the Act and shall accord all the rights under the Act to eligible students who are or have been in attendance at the University of Dubuque.

### **Persons Protected**

The rights of privacy provided herein are accorded to all students who are or have been in attendance at the University of Dubuque. The rights do not extend to persons who have never been admitted to the University of Dubuque. A student who has been in attendance at one component of the University of Dubuque does not acquire rights with respect to another component of the University of Dubuque to which the student has not been admitted. A "component" is an organizational unit which has separately administered admissions and matriculation policies and separately maintains and administers Education Records.

### **Rights of Inspection**

The Act provides students with the right to inspect and review information contained in their Education Records, to challenge the contents of those Records which students consider to be inaccurate, misleading, or otherwise in violation of their privacy or other rights, to have a hearing if the outcome of the challenge is unsatisfactory, and to submit explanatory statements for inclusion in their Records if the decision of a hearing officer or panel is unacceptable. The Registrar or Associate Dean for Academic Affairs at the University of Dubuque has been assigned the responsibility to coordinate the inspection and review procedures for Education Records.

### **Education Records: Definition**

The term "Education Records" encompasses all recorded information, regardless of medium, which is directly related to a student and which is maintained by the University of Dubuque. Education Records include, but are not limited to, admissions, personal, academic, certain personnel, financial aid, cooperative education and placement records. Education Records do not include the following:

1. Records of instructional, supervisory, and administrative personnel, and ancillary educational personnel which are in the sole possession of the maker and are not accessible or revealed to any other individual except a substitute who may temporarily perform the duties of the maker;
2. Records of a law enforcement unit of the University of Dubuque which are maintained separate from Education Records, are maintained solely for law enforcement purposes, and are not disclosed to individuals other than law enforcement officers of the same jurisdiction, provided that Education Records of the University of Dubuque may not be disclosed to the law enforcement unit;
3. Records relating to individuals who are employed by the University of Dubuque which are made and maintained in the normal course of business, relate exclusively to individuals in their capacity as employees and are not available for another purpose.
4. Note: Employment records of persons who are employed solely as a consequence of college attendance, e.g., teaching/graduate assistants, work-study students, student interns, are Education Records.
5. Records created and maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional, acting or assisting in a professional capacity, such as student health records, to be used solely in connection with the provision of treatment to the student and not

disclosed to anyone other than for treatment purposes, provided that records may be disclosed to a physician or professional of the students' choice.

6. Note: Treatment in this context does not include remedial education activities or other activities which are part of the program of instruction at the University of Dubuque.
7. Records of an institution which contain only information relating to a person after that person is no longer a student at the institution; e.g., accomplishments of alumni.

### **Request for Review**

Students who desire to review their Education Records must present a written request to the (Name of office or official), listing the item or items to be reviewed. Only those Education Records subject to inspection under this policy will be available for review. The items requested which are subject to review shall be made available for review no later than 45 calendar days following receipt of a written request. Students have the right to a copy of an Education Record which is subject to review when failure to provide a copy of the Record would effectively prevent the student from inspecting and reviewing the Education Record, as determined in the reasonable discretion of the University of Dubuque. A copy of an Education Record otherwise subject to review may be refused if a "hold" for non-payment of financial obligations exists. Copies shall be made at the student's expense. The fee for making copies of a Education Record is \$1.00 per page and must be paid at the time copies are requested.

### **Limitations on Student Rights**

There are some limitations on the rights of students to inspect Education Records. Students shall have no right of inspection or review of:

1. Financial information submitted by their parents;
2. Confidential letters and/or recommendations placed in the student's file prior to January 1, 1975, if such documents were intended to be confidential and are used only for the purpose(s) for which they were specifically intended.
3. Confidential letters and/or recommendations placed in the student's file subsequent to January 1, 1975, associated with admissions, employment, or job placement or the receipt of an honor or honorary recognition if the student has voluntarily waived his/her right to inspect the confidential letters and/or recommendations in writing.
4. Education Records containing information about more than one student. In such a case the University of Dubuque will permit access only to that part of the Education Record pertaining to the inquiring student.

### **Waiver of Student Rights**

A student may waive any or all of his/her rights under this Policy. The University of Dubuque does not require waivers and no institutional service or benefit shall be denied a student who fails to supply a waiver. All waivers must be in writing and signed by the student. A student may waive his/her rights to inspect and review either individual documents (e.g., a letter of recommendation) or classes of documents (e.g. an admissions file). The items or documents to which a student has waived his/her right of access shall be used only for the purpose for which they were collected. If used for other purposes, the waiver shall be void and the documents may be inspected by the student. A student may revoke a waiver in writing, but by revoking it, the student does not regain the right to inspect and review documents collected while the waiver was validly in force.

### **Consent Provisions**

No person outside of the University of Dubuque shall have access to, nor shall the University of Dubuque disclose any personally identifiable information from a student's Education Records without the written consent of the student. The consent must specify the Education Records to be disclosed, the purpose of the disclosure, the party or class of parties to whom disclosure may be made, and must be signed and dated by the student. A copy of the Education Record disclosed or to be disclosed shall be provided to the student upon request.

There are exceptions to this consent requirement. The University of Dubuque reserves the right, as permitted by law, to disclose Education Records or components thereof without written consent to:

1. "School officials" who have a "legitimate educational interest." "School officials" shall mean any person who is a trustee, officer, agent or employee of the University of Dubuque. "Legitimate educational interest" shall mean any authorized interest, or activity undertaken in the name of the University of Dubuque for which access to an Education Record is necessary or appropriate to the proper performance of the undertaking. It shall include, without limitation, access by a student's instructor, department head, dean, the chief academic and student affairs administrator, the President, a trustee, the custodian of the University of Dubuque records, the alumni administrator, legal counsel, the financial aid administrator, administrators charged with maintaining Education Records, the staff and subordinates of the foregoing, and others authorized by the President, to the extent the foregoing persons are acting within the course and scope of their employment or authority.
2. Officials of other educational agencies or institutions in which a student seeks to enroll.
3. Officials of other educational agencies or institutions in which the student is currently enrolled.
4. Persons or organizations providing student financial aid in order to determine the amount, eligibility, conditions of award, and to enforce the terms of the award.
5. Accrediting organizations carrying out their accrediting functions.
6. Authorized representatives of the Comptroller General of the United States, the Secretary of the U.S. Department of Education, and state or local educational authorities, only if the information is necessary for audit and evaluation of federal, state or locally supported programs and only if such agencies or authorities have a policy for protecting information received from redisclosure and for destroying such information when it is no longer needed for such purposes (unless access is authorized by federal law or student consent).
7. State or local officials to whom disclosure is required by state statute adopted prior to November 19, 1974.
8. Organizations conducting studies for or on behalf of educational agencies or institutions to develop, validate, and administer predictive tests, to administer student aid programs, or to improve instruction, so long as there is no further external disclosure of personally identifiable information and the information is destroyed when no longer necessary for the projects.
9. Parents of a "dependent student" where the student's status as a dependent as defined in Section 152 of the Internal Revenue Code of 1954, as amended, has been established to the satisfaction of the University of Dubuque.
10. Persons in order to comply with a judicial order or a lawfully issued subpoena, provided a reasonable effort is made to notify the student in advance of compliance.
11. Appropriate persons in a health or safety emergency if the information is necessary to protect the health or safety of the student or other individuals.
12. An alleged victim of any crime of violence (as that term is defined in section 16 of title 18, United States Code), but only the results of any disciplinary proceeding conducted by the University of



Dubuque against the alleged perpetrator of such crime with respect to such crime.

With respect to items 2 and 3, above, the student shall be entitled to receive a copy of any disclosed Education Record upon request.

### **Institutional Record of Disclosure**

The University of Dubuque shall keep a written record of all Education Record disclosures and the student shall have the right to inspect such record. The record shall include the names of parties or agencies to whom disclosure is made, the legitimate reason for the disclosure, and the date of the disclosure. No record of disclosure shall be required for those disclosures made to a student for his/her own use, disclosures made with the written consent of a student, disclosures made to a University of Dubuque "official" with a "legitimate educational interest," disclosures of "Directory Information," or for disclosures to persons or parties identified in the section entitled "Consent Provisions," item 6, for purposes of auditing the University of Dubuque's recordkeeping practices.

Records of disclosure prepared pursuant to this section or the following section shall be subject to review only by the student, the custodian and his/her/its staff, "school officials" as defined in the section titled "Consent Provisions," item 1, and federal, state or local government officials conducting audits of compliance by the University of Dubuque with the Act.

### **Redisclosure of Student Records**

Any disclosure of Education Records authorized under this Policy (whether with or without student consent) shall be made on the conditions that the recipient shall not redisclose the Education Records without consent or authorization as required herein, and shall not permit or condone any unauthorized use.

Authorization for redisclosure, without consent, for purposes and to persons and parties permitted by law, may be given to a person or party designated in the section titled "Consent Provisions," above, provided, such authorization must include a record of:

1. The name of the person or party to whom redisclosures can be made; and
2. The legitimate interests which the additional person or party has for receiving the information and the purposes for which it may be used.

Such redisclosures must be on the conditions set forth in the first paragraph of this section.

### **Directory Information**

In its discretion, the University of Dubuque may disclose, publish, or provide Directory Information concerning a student without consent or a record of disclosure. Directory Information shall include: a student's name, address, telephone number, date and place of birth, major field of study, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student, participation in officially recognized activities and sports, weight and height of members of athletic teams, and (other similar information). Students may withhold Directory Information by notifying (Name of office or official) in writing within 10 calendar days after the first scheduled day of class of the fall term of such election. All written requests for non-disclosure will be honored by the University of Dubuque for only one (1) academic year, therefore, authorization to withhold Directory Information must be filed annually. (Alumni may request non-disclosure of Directory Information concerning them at any time. Such request will be honored continuously).

### **Challenge of Contents of Education Records**

Any student who believes that his/her Education Records contain information that is inaccurate or misleading or is otherwise in violation of his/her privacy or other rights may discuss his/her concerns informally with the Registrar or Associate Dean for Academic Affairs. If the decision of the Registrar or Associate Dean for Academic Affairs is in agreement with the student's request, the appropriate Education Records shall be amended and the student shall be notified in writing of the amendment. If the decision is not in agreement, the student shall be notified within 15 calendar days that the Education Records will not be amended and the student shall be notified by the officer or official of the student's right to a hearing.

Student requests for a formal hearing must be made in writing within 10 calendar days after receipt of the notice from the Registrar or Associate Dean for Academic Affairs. Within 10 calendar days after receipt of the written request the Registrar or Associate Dean for Academic Affairs shall notify the student of the date, time and place of the hearing which shall not be held sooner than five (5) calendar days after issuance of said notice.

The student shall be afforded a full and fair opportunity to present evidence relevant to the issue(s) raised. If the student desires, he/she may be assisted or represented at the hearing by one or more persons of his/her choice, including an attorney, at the student's expense.

The hearing shall be conducted by a person (or persons) designated by the President who does not have a direct interest in the outcome of the hearing. The decision of the hearing officer or panel shall be final, shall be based solely on the evidence presented at the hearing, and shall be in writing, summarizing the evidence and stating the findings of fact and conclusions which support the decision. The written report shall be mailed to the student and any concerned party no later than thirty (30) calendar days after the date of the hearing.

If the hearing officer or panel determines that the Education Records at issue are inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, the Education Records shall be amended in accordance with the decision and the student shall be so informed in writing.

If the hearing officer or panel determines that the Education Records at issue are not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, the student may place in the Education Records a statement commenting on the information in the Education Records, or a statement setting forth any reasons for disagreeing with the decision of the hearing officer or panel. The statement shall be placed in the Education Records and shall be maintained as part of the Education Records so long as the Education Records are maintained and shall be disclosed whenever the Education Records in question are disclosed.

Note: Rights of challenge cannot be used to question substantive educational judgments which are correctly recorded (e.g., course grades with which the student disagrees).

A student who believes that the determination made concerning his/her challenge was unfair or not in keeping with the provisions of this Policy or the Act may request, in writing, assistance from the President of the University of Dubuque to aid him/her in filing a complaint with the Family Policy and Regulations Office, U.S. Department of Education, Washington, D.C. 20202.

### **Destruction of Records**

Once a student has requested access to his/her Education Records, such records shall not be destroyed until inspection and review have been provided or, if denied, until all complaint proceedings have been completed. Subject to the foregoing condition, the obligation to maintain student statements of clarification exists only so long as the underlying Education Records are maintained. Subject to other applicable laws, policies or regulations, the University of Dubuque reserves the right to dispose of Education Records when it deems appropriate.

## Appendix F. University of Dubuque Technology Policies

**Please contact the University of Dubuque Office of Technology with questions regarding any policies in this Appendix.**

### Campus Telephone System

- Phones
- Fax
- Nortel Call Pilot Voice Mail
- Nortel Meridian 81C, PBX
- Call Tracking and Accounting

### Computers

- Desktops
- Laptops
- Labs

### Computer Network

- Academic Computing
- Administrative Computing
- Internet Access
- Email
- Web Site Support

### Computer Peripherals

- Printers
- Scanners

### Network Infrastructure

- Servers
- Switches
- Routers
- Hubs
- Cabling

- Network Fax Machines
- Mobiles and Smart Phones

### Video Distribution System

- Cable (in Technology Center, Peters Commons and Myers Library)

### Audio/Visual Equipment

- Televisions, VCRs and DVD Players
- LCD projectors, Overhead Projectors, Slide Projectors, and Document Cameras
- Projection Screens
- Camcorders
- Digital Cameras
- Amplifiers, Mixers, and Speakers
- AV Switchers and Control Systems
- SmartBoards

### Help Desk

- Software Support
- Hardware Issues
- Assistance with technology purchases

## **Hardware Policies**

1. The Office of Technology provides hardware support for established standards only.
2. While the Office of Technology provides standard equipment for all employees at no cost to individual departments. Costs affiliated with the purchase of new equipment for new personnel or for specialized departmental functions will be the responsibility of the department making the request.
3. The Office of Technology will assist with all aspects of technology related purchases including investigating competitive pricing, ordering, setting up, connectivity to the network and, in some cases, training.
4. All purchases for technology related hardware must bear the signature of a staff person from the Office of Technology before being processed by the Business Office, regardless of the funding source.
5. Departmental credit card and Staples purchases for technology related hardware must be approved by the Office of Technology prior to the purchase being made.
6. The Office of Technology reserves the right to refuse installation and support services for hardware that has been purchased without their approval.

## Software Standards

Software standards are designated to facilitate ease of support and staff development. The listing below is effective for 2014-2015 and is subject to yearly review, as coordinated by the Office of Technology as new products and services develop.

### Productivity Applications

Adobe Acrobat Pro  
Internet Explorer  
Firefox  
Microsoft Word 2010  
Microsoft Excel 2010  
Microsoft Access 2010  
Microsoft PowerPoint 2010  
Microsoft Publisher 2010  
Microsoft OneNote 2010  
Mediasite  
SynchronEyes  
Turning Point  
Inspiration/Kidspiration  
Roxio

MSSQL Enterprise  
3DMax  
Adobe After Effects  
Adobe Illustrator  
Adobe InDesign  
Adobe Photoshop  
Adobe Premier  
Gleim FAA Testing  
Esri ARCGIS

### Network Software

Windows 2008  
WebSense Symantec  
Antivirus Symantec  
Backup Exec Bradford  
Access Control SQL  
Server 2012

### Administrative Software

Jenzabar EX Suite ID  
Card System Goldmine (Admissions)  
Horizon (Library)  
JTACQ (Library)  
PowerFaid (Financial Aid)  
MSBuyBack (Bookstore)  
Nortel Optivity Manager

### Courseware (restricted access)

PaintShop Pro  
Authorware  
Adobe Homesite  
MS Project 2013  
Visio 2010  
Java  
Crystal Reports  
Dark Basics  
JGRASP

### Software Policies

1. The Office of Technology provides software support for established standards only.
2. Software support includes installation, maintenance, upgrades, training, and assurance of functionality.
3. ALL software purchases for individual departments must first be approved by person(s) in charge of that particular department. Upon departmental approval, **requests must be routed through the Office of Technology** for assistance in pricing, versions, formats, sourcing and installation. For non-standard or specialized software training & software support will be a relationship between the department and the vendor.
4. If approved software is intended to run on the campus network, 45 working days must be allowed for set-up time.
5. Use of all University owned and licensed software is **restricted to activities relating directly to the operating goals and Mission** of the University of Dubuque.
6. Software licensed to the University is not to be copied or loaded on undesignated systems.
7. Software not purchased through the Office of Technology will not be supported. If installation of unapproved software is requested by an employee, the employee must provide both the software (CD or DVD) and documentation (a photocopy of the license or Purchase Order/Invoice). This documentation must be made available at the time the technician does the install. Failure to have proof of licensing will mean the software cannot be installed. If unapproved software creates an operating conflict with University provided/approved software, an attempt will be made to accommodate both software packages. However, if the conflict is irreconcilable or inappropriate, the non-supported software will be sacrificed. Faculty and staff must maintain a list of such specialized software to assure proper reinstallation of all needed software in the event the computer has to be re-imaged. Re-imaging typically occurs twice per year.
8. Under no circumstances will a student download, or attempt to install any software (Exception: Students with specific instructions from the Office of Technology, such as Work-Study).

### Acceptable Use Policy

#### ACCESS

1. Access to and use of the computer systems and networks is limited to the faculty, staff, and students of the University of Dubuque. Others may be granted access for good cause at the discretion of the University.
2. Acceptable use of hardware and software includes study, research, teaching, and administrative work. Incidental personal use is not permitted without express permission of a University Vice President or President.
3. All students will be granted full access to select software applications, the Internet and remote access capabilities.
4. All students, both full and part-time are provided with email accounts as long as registered at the University of Dubuque. Student email accounts are disabled 30 days after December and May graduations.

5. Attempts to gain access (log in) to another person's account, or attempts to read someone else's mail or files, unless the owner publishes the file on the Internet, is prohibited. Sharing an account with another person is prohibited. Passwords are to be confidential.
6. The University of Dubuque Computer System is capable of tracking "footprints" of all users. If a user disputes allegations of inappropriate use, the Office of Technology will make any relevant tracking documentation available as evidence to administrative and/or investigative authorities.
7. Students will be provided with an initial amount of 250 sheets of paper each semester for printing in the computer labs. Amounts used beyond that will be charged to the students at a rate that will cover the costs of paper and ink. Balance information is available anytime the student logs into the computer system.
8. Students living in University housing may connect to the Internet via the University network. Students must perform an initial system security certification before this access is granted. Students may obtain information about this procedure from the Office of Technology HelpDesk.
9. Network connections for students living in University housing will be deactivated if any other computer or device is plugged into that port, or if there is any unusual traffic or security issues. The student may need to bring in the desktop or laptop for recertification if a virus or other traffic generating activity is suspected.
10. Residential students may elect to use an alternative Internet Service Provider and bear the responsibility for the associated costs.

### **DATA**

1. The University will take reasonable efforts to back up all data and files saved on the University servers. The University assumes no liability for data lost or destroyed.
2. The University of Dubuque does not guarantee computer systems to be safe from system errors or operator failures.
3. The Office of Technology will back up and protect all files and databases within the Administrative Software Application and Academic Servers. Files saved to the server by employees will also be backed up.
4. The Office of Technology may inspect or remove personal files as needed to diagnose problems and maintain the system in good working order. Reasonable effort will be taken to notify the owner prior to their removal.
5. Unauthorized use, duplication, or transmission of copyrighted material (including software) is prohibited.

### **COMMUNICATION**

1. The University computer and telephone system may not be used for illegal activities, nor may it be used to threaten or harass others. The system may not be used to send chain letters, or to post solicitations or advertisements. The University is not liable for harassment, threats, or impositions

resulting from unacceptable use of the computer network. Individuals who believe they are being harassed are to process the incident through the Human Resources Office or the Dean of Students.

2. Email should be used with the understanding that electronic communication is never really private. The UD email system is for UD related activities. Employees and students are encouraged to use external email accounts for personal or non-professional communication.
3. Mass email, or voice mail, (aka spamming) from any student or employee to the entire University of Dubuque community (students, employees, or both) must first be approved by the Vice President over the requesting Office. Periodic messages may arrive via mass email, or voice mail, from the Office of Technology that relates to the functionality of the network.
4. The University of Dubuque Computer System is not a public forum and cannot be used for indiscriminate use. Use of the campus network (and all electronic components under the auspice of the Office of Technology, including voice mail) must be consistent with the Mission and Vision of the University. Any activity that does not reflect the University Mission will be considered a violation of the Acceptable Use Policy and can result in restricted or eliminated access to the computer system. Examples of activities that are not permitted are:
  - A. **Commercial Use** – No student or employee can use the University of Dubuque Computer System, or other equipment to offer or provide products or services unless approved by the University Administrative Cabinet. Purchasing products and services via the campus system is at risk of the user. The University of Dubuque is not responsible for financial obligations from unauthorized use of the system by anyone.
  - B. **Political Lobbying** – Although everyone is allowed to express opinions and analyze measures regarding legislative matters, using the University of Dubuque Computer System, or other equipment to engage in fund raising or other political lobbying must first be approved by a Vice President, or the University Administrative Cabinet. It is acceptable to use the Computer System to communicate opinions to elected officials via the Internet.
  - C. **Inappropriate Use**
    1. Criminal speech and/or speech or use, in the course of committing a crime—e.g., threats to persons, instructions on breaking into computer systems; child pornography; drug dealing; gang activity, etc.
    2. Speech, or use, that is inappropriate:
      - a. Inappropriate language, video, or graphics – obscene, profane, lewd, vulgar, disrespectful, threatening, or inflammatory language; harassment; personal attacks, including prejudicial or discriminatory attacks; or false or defamatory material about a person or organization.
      - b. Dangerous information – information that if acted upon, could cause damage or present a danger of educational or business operation disruption.
      - c. Violations of privacy – revealing personal information about others.
      - d. Abuse of resources – chain letters, “spamming,” jokes or other such mail. (Spamming is sending an annoying or unnecessary message to a large number of people)
      - e. Sending messages for the purpose of selling goods or soliciting responses for goods or services. (This excludes sales announcements by

- administrative/academic departments and University related groups.)
- f. Copyright infringement or plagiarism.
  - g. Pornographic material – electronic and print material which, by their design, are salacious, lascivious, lecherous, lustful, or demeaning to humans in their portrayal of aberrant sexual behavior.
  - h. It is unacceptable to distribute a computer virus or engage in any procedure that interferes with the normal operation and delivery of services over the network.

### **HARDWARE & SOFTWARE**

1. Users of the UD network should conserve network resources. Activities that result in excessive use of network bandwidth, server storage, or system time are restricted (this specifically includes the downloading and storing of video or music files along with the storage of personal pictures).
2. Only legal, licensed software applications may reside on or be transferred over the UD network. Reproduction of such software or its related documentation is forbidden unless explicitly authorized by the software developer. All University faculty, students and employees shall use computer software only in accordance with license agreements and Mission, regardless of the ownership of the license. All shareware programs must be registered in accordance with their license and use provision.
3. Hacking--unauthorized modification of operating systems, application software, or network software on any system attached to the UD network is strictly forbidden. This includes any activities that result in a denial of service.
4. Tampering with terminals, microcomputers, printers or any other associated University-owned equipment is strictly forbidden. Removal of computer equipment, disks, paper or documentation from a computing facility is also unacceptable.

### **CONSEQUENCES**

1. Violation of the above policy and any other inappropriate use of the computer system, Internet, telephone system, or any systems under the purview of the Office of Technology will result in the suspension of the privilege of use. Suspension of use will be immediate, with the duration of the suspension then determined by the University judicial processes. The System Administrator may close a suspect account at any time, as required, and will, in the case of a University student, then notify the Dean of Student Life and the Vice President of Academic Affairs; and in the case of a seminary student, then notify the Dean of the Seminary. The administration, faculty, and staff may request the Office of Technology to deny, revoke or suspend specific user accounts. Any person identified as a security risk may also be denied access. If an employee of the University is in violation of the policy as previously described, they will be subject to discipline in accordance with University Policy.
2. Any person, or persons, altering or attempting to alter without authorization, the cabling or component of any computer system, will be restricted from access and/or subject to criminal prosecution, if appropriate.



3. The Office of Technology will investigate complaints it receives from computer users at this and other institutions when those complaints pertain to inappropriate use, including messages that are sent by University of Dubuque students.
4. A student suspected of violating the *Acceptable Use Policy* will be notified via campus email, mail, telephone, or appointment with the Office of Technology. An office of a Vice President or President will notify University employees suspected of violation. It should be understood that the above policies do not preclude prosecution in cases of criminal misconduct under current laws and regulations of the city, the state, and Federal Government.

### **Campus Telephone System**

#### **DESCRIPTION**

The campus telephone system is comprised of a Nortel PBX (Option 81C) with both analog and digital capabilities and is supported by the Director of Information Services. Qwest provides both local and long distance service via three, 24 channel, T1s. In addition, the University uses the Nortel CallPilot Voice Information Processing (voice mail messaging) system.

#### **POLICIES & PROCEDURES**

1. Charges for long distance telephone calls and faxes are billed to individual offices and departments making the calls.
2. Personal long distance calls made by employees are to be reimbursed to the office or department phone budget account.
3. The entire *Acceptable Use Policy* section under Communication (page 14-16) applies to the campus telephone system.
4. Mass voice mailings are to be submitted in text format for approval from the Vice President overseeing the department or office making the request, or from the Dean of Student Life.
5. Staff and Faculty are approved to create and/or maintain one voice mail distribution list with which to send information to a University group or committee whose activities are consistent with the Mission, Vision and Values of the University of Dubuque. If additional distribution list capabilities are required, individuals must request this access through the Vice President who oversees the requesting office.

### **Help Desk Procedures**

#### **DESCRIPTION**

The Help Desk is available to all employees and students to receive assistance with **technology-related** issues. This includes hardware, software, and functionality of all services and equipment listed on the preceding pages. All inquiries and requests of the Help Desk will be accommodated in a timely fashion

within the policy below. The intent and purpose of the Help Desk is to assist and facilitate smooth operations.

### **PROCEDURES**

1. The Help Desk is limited to the employees and students of the University of Dubuque.
2. The Help Desk is limited to hardware and software purchased by the University of Dubuque.
3. Normal business hours for the University of Dubuque Technology Help Desk are Monday through Friday from 8:00am to 5:00pm. The Help Desk is closed on UD observed holidays. There are occasional instances when the Help Desk may be closed for staff meetings or unforeseen circumstance.
4. Note: Help Desk email is monitored periodically outside normal working hours by technology staff members. Voice mail left at the HelpDesk outside of normal working hours is attended to on the next working day.
5. All inquiries and requests should be routed through the Help Desk at ext. 3737 or through the Help Desk email, HelpDesk@dbq.edu. Employees and students **should not contact Office of Technology Staff members directly for assistance.**
6. Each call will generate a work order to an Office of Technology staff person that can best provide solutions. All jobs are documented and handled in the order received unless emergencies dictate otherwise.
7. Emergencies (as determined by the Office of Technology) are handled immediately.  
In case of multiple emergencies, the order of priority for resolution will be:  
1<sup>st</sup> - Academic and classroom functionality  
2<sup>nd</sup> - Administrative operations  
3<sup>rd</sup> - other
8. Urgent widespread technology-related difficulties experienced outside of the normal business hours (8:00 am to 5:00 pm, Monday thru Friday), can be reported to Security at extension 3333. Please do **NOT** call any of the Tech staff members at their home. Security will take the prescribed steps to notify the appropriate Tech staff person of the problem.

### **Media Services**

Media Services, a branch of the Office of Technology, is the primary source of audio-visual support on campus. Areas of responsibility include technical support for classroom AV equipment, staffing and technical support for special events, and video services (production, duplication, webcasts, web conferencing, digital signage, and lecture capture).

### **Classroom AV Equipment**

Media Services provides technical support for all classroom AV equipment, including TVs, projectors, screens, speakers, and AV controls. Over 90% of the university classrooms are outfitted with an LCD projector, screen and sound system. Most of the classrooms also have an instructor PC and can accommodate laptops as well. A complete inventory of classroom technology can be found on the Media Services website. If you are assigned a classroom without any AV equipment, contact Media Services to schedule an equipment loan.

Although every effort is made to standardize AV equipment across classrooms, some rooms are unique. Training is highly recommended for faculty planning on using classroom unfamiliar to them. Orientation sessions are offered all year. To schedule an appointment, contact Media Services at 589-3350.

Help requests involving computers, internet access, wifi, network accounts, printers, and other IT issues should be directed to the Office of Technology Help Desk.

### **Special Event Support**

Media Services provides technical support for special events organized by faculty, staff and students. Support includes setting up, testing, and tearing down AV equipment, as well as providing staff for technical support during events if necessary.

Technical support requests for special events can be made online and should be submitted at least two weeks prior to the event. Requests received less than one week before an event may not be honored, depending on staff availability. The online request form can be found here: <http://bit.ly/1qgz2RN>

### **Equipment Loans**

Media Services has a wide range of AV equipment available for loan to UD faculty, staff and students for school –related projects. All equipment is loaned for 24 hours or Friday-Monday, unless other arrangements have been made in advance. An equipment loan agreement form must be completed prior to check out. The agreement states that the equipment will be returned in the same condition it was received, and that any loss or damages to equipment during the loan are the responsibility of the person borrowing the equipment. The form can be completed online at <http://bit.ly/1cBSXqX>

Equipment available for loan includes, but is not limited to:

- TurningPoint clickers (student response system)
- Audio mixers, amplifiers, speakers and microphones
- Portable PA systems
- PowerPoint remotes
- Apple video adapters
- Digital audio recorders
- Camcorders and tripods
- AV cables and accessories

Laptops and LCD projectors can be reserved through the Office of Technology Help Desk.

### **Video Services**

Media Services can assist faculty and staff with a variety of video programs and services.

#### **Video Production**

Media Services works with a variety of university departments to produce videos, from concept and filming to editing and distribution. We do not produce videos for class assignments, but we are available to assist students who may have technical questions or problems producing their own video.

The most successful video projects have a clear objective, audience and timeline. For a sample of videos produced by Media Services, visit our YouTube channel: <http://www.youtube.com/user/UDBQMedia>

#### Duplication

Media Services can duplicate videos for a small fee to cover the cost of materials. Media Services observes all state and federal copyright laws and will not duplicate copyrighted material without written permission from the copyright owner.

#### Media Release Form

Media Services frequently receives requests to film guest speakers or performers. Before recording someone who

is not a UD faculty, staff, or student, a media release form must first be signed and submitted by the guest speaker or performer. The release form can be completed online at <http://bit.ly/1hcgINw>

#### Webcasts

Media Services can broadcast videos of athletic and special events online -- either live, on-demand, or both. Stretch Internet handles the encoding and distribution of all athletic webcasts. The video portal for athletic events can be found here: <http://client.stretchinternet.com/client/dbq.portal#>

Live webcasts of special events such as commencement are usually hosted on the University's Mediasite server. A custom URL is generated for the live webcast of each special event.

To schedule a webcast, please contact the Media Services office at least two weeks in advance. Hyperlinks to live events are provided upon request, and on-demand versions of live webcasts are usually available within 24 hours of the event.

#### Recording Lectures

Instructors who wish to record lectures have two options. To record face-to-face class lectures, there are five classrooms outfitted with Mediasite recorders. Mediasite can record camera video, computer presentations, and microphone audio simultaneously. The recorders can be programmed to record on a class schedule (every Tuesday and Thursday from 9:00-10:00, for example), or recordings can be made at will. Once published, the videos can be watched online, either live or on-demand. Videos can be formatted to play on most common devices, including tablets and smart phones. Hyperlinks to the class videos are provided by Media Services. Faculty are responsible for distributing the hyperlinks to students. This is usually accomplished by copying the video links to a course page within Moodle.

For instructors who wish for more flexibility, Camtasia Relay can record a computer presentation as well as microphone audio. Relay can be installed on any school PC that meets the program's system requirements. Like Mediasite, faculty are responsible for sharing the video links with their students, usually by copying the hyperlinks to Moodle.

#### Skype and Videoconferencing

Media Services has equipment available for videoconferencing, including webcams, tripods, and USB microphones. We can also assist with technical support on the day of important calls. See the equipment loan section for more information about reserving equipment.

#### Digital Signage

Media Services provides technical support for all campus digital signage, including displays in Steffens Hall, the

CRWC front desk, the Heritage Center history display, the Career Services lobby, and several other locations. With a few exceptions, most digital signs are not managed by Media Services. Rather, the content and updates are provided by staff from other departments. Media Services can assist with the setup, configuration, training and troubleshooting.

**More Information**

Nathan Ripperger

Media Services Specialist

101 Van Vliet Hall Phone: 563-589-3442 [nripperger@dbq.edu](mailto:nripperger@dbq.edu)

Website: [www.dbq.edu/media](http://www.dbq.edu/media)

YouTube: [www.youtube.com/user/UDBQMedia](http://www.youtube.com/user/UDBQMedia)

Twitter: @UDMediaServices

## Appendix G. Statement on Professional Ethics

*The statement which follows, a revision of a statement originally adopted in 1966, was approved by the American Association of University Professors (AAUP) Committee B on Professional Ethics, adopted by the Association's Council in June 1987, and endorsed by the Seventy-third Annual Meeting.*

### THE STATEMENT

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of Faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## Appendix H. Statement on Plagiarism

*The statement which follows was approved for publication by the American Association of University Professors (AAUP) Committee B on Professional Ethics, adopted by the Association's Council in June 1990, and endorsed by the Seventy-sixth Annual Meeting.*

### DEFINITION

The offense of plagiarism may seem less self-evident in some circles now than it did formerly. Politicians, business executives, and even university Presidents depend on the ideas and literary skills of committees, aides, and speech writers in the many communications they are called on to make inside and outside their organizations. When ideas are rapidly popularized and spread abroad through the media, when fashion and the quest for publicity are all around us, a concern with protecting the claims of originality may seem to some a quaint survival from the past or even a perverse effort to deter the spread of knowledge.

Nevertheless, within the academic world, where advancing knowledge remains the highest calling, scholars must give full and fair recognition to the contributors to that enterprise, both for the substance and for the formulation of their findings and interpretations. Even within the academic community, however, there are complexities and shades of difference. A writer of textbooks rests on the labors of hundreds of authors of monographs who cannot all be acknowledged; the derivative nature of such work is understood and even, when it is well and skillfully done, applauded. A poet, composer, or painter may "quote" the creation of another artist, deliberately without explanation, as a means of deeper exploration of meaning and in the expectation that knowledgeable readers, listeners, or viewers will appreciate the allusion and delight in it. There are even lapses (regrettable but not always avoidable) in which a long-buried memory of something read surfaces as a seemingly new thought.

But none of these situations diminishes the central certainty: taking over the ideas, methods, or written words of another, without acknowledgment and with the intention that they be taken as the work of the deceiver, is plagiarism. It is theft of a special kind, for the true author still retains the original ideas and words, yet they are diminished as that author's property and a fraud is committed upon the audience that believes those ideas and words originated with the deceiver. Plagiarism is not limited to the academic community but has perhaps its most pernicious effect in that setting. It is the antithesis of the honest labor that characterizes true scholarship and without which mutual trust and respect among scholars is impossible.

### PRECEPTS

Every professor should be guided by the following:

1. In his or her own work the professor must scrupulously acknowledge every intellectual debt (for ideas, methods, and expressions) by means appropriate to the form of communication.
2. Any discovery of suspected plagiarism should be brought at once to the attention of the affected parties and, as appropriate, to the profession at large through proper and effective channels-typically through reviews in or communications to relevant scholarly journals. Committee B of the Association stands ready to provide its good offices in resolving questions of plagiarism, either independently or in collaboration with other professional societies.
3. Professors should work to ensure that their universities and professional societies adopt clear guidelines respecting plagiarism, appropriate to the disciplines involved, and should insist that regular procedures be in place to deal with violations of those guidelines. The gravity of a charge of plagiarism, by whomever it

is made, must not diminish the diligence exercised in determining whether the accusation is valid. In all cases the most scrupulous procedural fairness must be observed, and penalties must be appropriate to the degree of offense.

4. Scholars must make clear the respective contributions of colleagues on a collaborative project, and professors who have the guidance of students as their responsibility must exercise the greatest care not to appropriate a student's ideas, research, or presentation to the professor's benefit; to do so is to abuse power and trust.
5. In dealing with graduate students, professors must demonstrate by precept and example the necessity of rigorous honesty in the use of sources and of utter respect for the work of others. The same expectations apply to the guidance of undergraduate students, with a special obligation to acquaint students new to the world of higher education with its standards and the means of ensuring intellectual honesty.

## CONCLUSION

Any intellectual enterprise (by an individual, a group of collaborators, or a profession) is a mosaic, the pieces of which are put in place by many hands. Viewed from a distance, it should appear a meaningful whole, but the long process of its assemblage must not be discounted or misrepresented. Anyone who is guilty of plagiarism not only harms those most directly affected but also diminishes the authority and credibility of all scholarship and all creative arts, and therefore ultimately harms the interests of the broader society. The danger of plagiarism for teaching, learning, and scholarship is manifest, the need vigorously to maintain standards of professional integrity compelling.



## **Appendix I. On Preventing Conflicts of Interest in Government-Sponsored Research at Universities**

The increasingly necessary and complex relationships among universities, government, and industry call for more intensive attention to standards of procedure and conduct in government-sponsored research. The clarification and application of such standards must be designed to serve the purposes and needs of the projects and the public interest involved in them and to protect the integrity of the cooperating institutions as agencies of higher education.

The government and institutions of higher education, as the contracting parties, have an obligation to see that adequate standards and procedures are developed and applied; to inform one another of their respective requirements; and to ensure that all individuals participating in their respective behalves are informed of and apply the standards and procedures that are so developed.

Consulting relationships between university staff members and industry serve the interests of research and education in the university. Likewise, the transfer of technical knowledge and skill from the university to industry contributes to technological advance. Such relationships are desirable, but certain potential hazards should be recognized.

### **A. CONFLICT SITUATIONS**

1. *Favoring of Outside Interests.* When a university staff member (administrator, Faculty member, professional staff member, or employee) undertaking or engaging in government-sponsored work has a significant financial interest in, or a consulting arrangement with, a private business concern, it is important to avoid actual or apparent conflicts of interest between government-sponsored university research obligations and outside interests and other obligations. Situations in or from which conflicts of interest may arise are:
  - a. the undertaking or orientation of the staff member's university research to serve the research or other needs of the private firm without disclosure of such undertaking or orientation to the university and to the sponsoring agency;
  - b. the purchase of major equipment, instruments, materials, or other items for university research from the private firm in which the staff member has the interest without disclosure of such interest;
  - c. the transmission to the private firm or other use for personal gain of government-sponsored work products, results, materials, records, or information that are not made generally available (this would not necessarily preclude appropriate licensing arrangements for inventions, or consulting on the basis of government-sponsored research results where there is significant additional work by the staff member independent of the government-sponsored research);
  - d. the use for personal gain or other unauthorized use of privileged information acquired in connection with the staff member's government-sponsored activities (the term "privileged information" includes, but is not limited to, medical, personnel, or security records of individuals; anticipated material requirements or price actions; possible new sites for government operations; and knowledge of forthcoming programs or of selection of contractors or subcontractors in advance of official announcements);
  - e. the negotiation or influence upon the negotiation of contracts relating to the staff member's government-sponsored research between the university and private organizations with which the staff member has consulting or other significant relationships;

- f. the acceptance of gratuities or special favors from private organizations with which the university does, or may conduct, business in connection with a government-sponsored research project, or extension of gratuities or special favors to employees of the sponsoring government agency, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties.
2. *Distribution of Effort.* There are competing demands on the energies of Faculty members (for example, research, teaching, committee work, outside consulting). The way in which a Faculty member divides his or her effort among these various functions does not raise ethical questions unless the government agency supporting the research is misled in its understanding of the amount of intellectual effort the Faculty member is actually devoting to the research in question. A system of precise time accounting is incompatible with the inherent character of the work of Faculty members, since the various functions they perform are closely interrelated and do not conform to any meaningful division of a standard work week. On the other hand, if the research agreement contemplates that a Faculty member will devote a certain fraction of effort to the government-sponsored research, or the Faculty member agrees to assume responsibility in relation to such research, a demonstrable relationship between the indicated effort or responsibility and the actual extent of the Faculty member's involvement is to be expected. Each university, therefore, should-through joint consultation of administration and Faculty-develop procedures to ensure that proposals are responsibly made and complied with.
3. *Consulting for Government Agencies or Their Contractors.* When the staff member engaged in government-sponsored research also serves as a consultant to a federal agency, such conduct is subject to the provisions of the Conflict of Interest Statutes (18 U.S.C. 202-209 as amended) and the President's memorandum of May 2, 1963, *Preventing Conflicts of Interest on the Part of Special Government Employees*. When the staff member consults for one or more government contractors, or prospective contractors, in the same technical field as the staff member's research project, care must be taken to avoid giving advice that may be of questionable objectivity because of its possible bearing on the individual's other interests. In undertaking and performing consulting services, the staff member should make full disclosure of such interests to the university and to the contractor insofar as they may appear to relate to the work at the university or for the contractor. Conflict-of-interest problems could arise, for example, in the participation of a staff member of the university in an evaluation for the government agency or its contractor of some technical aspect of the work of another organization with which the staff member has a consulting or employment relationship or a significant financial interest, or in an evaluation of a competitor to such other organization.

## **B. UNIVERSITY RESPONSIBILITY**

Each university participating in government-sponsored research should make known to the sponsoring government agencies:

1. the steps it is taking to ensure an understanding on the part of the university administration and staff members of the possible conflicts of interest or other problems that may develop in the foregoing types of situations, and
2. the organizational and administrative actions it has taken or is taking to avoid such problems, including:
  - A. accounting procedures to be used to ensure that government funds are expended for the purposes for which they have been provided, and that all services which are required in return for these funds are supplied;
  - B. procedures that enable it to be aware of the outside professional work of staff members participating in government-sponsored research, if such outside work relates in any way to the government-sponsored research;

- C. the formulation of standards to guide the individual university staff members in governing their conduct in relation to outside interests that might raise questions of conflicts of interest; and the provision within the university of an informed Source of advice and guidance to its staff members for advance consultation on questions they wish to raise concerning the problems that may develop as a result of their outside financial or consulting interests, as they relate to their participation in government-sponsored university research. The university may wish to discuss such problems with the contracting officer or other appropriate government official in those cases that appear to raise questions regarding conflicts of interest.

The above process of disclosure and consultation is the obligation assumed by the university when it accepts government funds for research. The process must, of course, be carried out in a manner that does not infringe on the legitimate freedoms and flexibility of action of the university and its staff members that have traditionally characterized a university. It is desirable that standards and procedures of the kind discussed be formulated and administered by members of the university community themselves, through their joint initiative and responsibility, for it is they who are the best judges of the conditions which can most effectively stimulate the search for knowledge and preserve the requirements of academic freedom. Experience indicates that such standards and procedures should be developed and specified by joint administration-Faculty action.

## Appendix J. Title IX: Sexual Misconduct Policy

1. The University of Dubuque is committed to providing a learning, working, and living environment that promotes personal integrity, civility, and mutual respect in an environment free of discrimination on the basis of sex; which includes all forms of sexual misconduct. Sexual misconduct violates an individual's fundamental rights and personal dignity. The University of Dubuque considers sexual misconduct in all its forms to be a serious offense. This policy refers to all forms of sexual misconduct, including but not limited to: sexual discrimination, sexual harassment, sexual assault, and sexual violence by employees, students, or third parties.
  - 1.1. The University of Dubuque does not discriminate on the basis of race, color, creed, age, gender, sexual orientation, religion, national origin, veteran status, physical or mental disability, genetic information, or any other basis of prohibited discrimination in its programs and activities. This policy extends to employment with and admission to the University.
2. Title IX of the Education Amendments of 1972: No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.  
To ensure compliance with Title IX and other federal and state civil rights laws, the University has developed policies and procedures that prohibit sexual misconduct in all of its forms.
3. Guidance on reporting
  - 3.1. The University of Dubuque encourages those who have experienced any form of sexual misconduct to report the incident promptly, to seek all available assistance, and to pursue University conduct charges and/or criminal prosecution of the offender. The University takes allegations very seriously and will work with involved parties to ensure their safety and to remedy the situation.
  - 3.2. All incidents of sex misconduct, including sexual discriminations or retaliation, should be reported. The Title IX Coordinator will provide an impartial investigation of all allegations.
  - 3.3. The University has developed both an informal and formal complaint and resolution procedure to respond to sexual misconduct.
  - 3.4. The University shall take reasonable steps to prevent the occurrence of sexual misconduct of any form. If such an occurrence takes place, those responsible for such behavior may be subject to actions under the Student Code of Conduct (Student Handbook) if they are a student. Employees or third parties may be subject to actions under the Employee Handbook. For examples of the range of potential actions and sanctions, see the Student Handbook, the Faculty Handbook, or the Employee Handbook.
4. Whom to file a report or make a complaint to:
  - 4.1. The University encourages those who have experienced sexual misconduct to report these offenses to either a Title IX Coordinator or the Campus Safety & Security; those **who want to report an allegation** have the right, however, not to provide a statement to Campus Safety & Security.
  - 4.2. Campus Safety & Security (563.589.3333)  
Persons who wish to make a report may contact Campus Security  
Phone: 563.589.3333  
Office: 112 Smith Hall  
Address: 2000 University Avenue, Dubuque, IA 52001
  - 4.3. Title IX Coordinator(s)  
Persons who wish to report any form of sexual misconduct may contact the University's Title IX Coordinator(s). The Title IX Coordinator(s) can assist with all aspects of the reporting procedure. Employees of the University can also make an initial report to their immediate supervisor who must report it to the Director for Human Resources.

- 4.4. Employees who believe they have either witnessed or been subjected to unlawful sexual misconduct should notify one of the following: the Director of Human Resources or the Dean of Student Formation if a student is involved.

The following person(s) have been designated to handle inquiries regarding the non-discrimination policies:

4.4.1. Director of Human Resources/Title IX Coordinator  
(Julie MacTaggart, 563.589.3619)  
Address: 2000 University Avenue, Dubuque, IA 52001  
Office Location: 205 Smith Hall  
Phone: 563.589.3619  
Email: [JMacTaggart@dbq.edu](mailto:JMacTaggart@dbq.edu)

4.4.2. Dean of Student Formation/Deputy Title IX Coordinator  
(Michael Durnin, 563.589.3270)  
Address: 2000 University Avenue, Dubuque, Iowa 52001  
Office Location: 201 Peters Commons  
Phone: 563.589.3270  
Email: [MDurnin@dbq.edu](mailto:MDurnin@dbq.edu)

4.4.3. Assistant Dean/Director of Residence Life/Deputy Title IX Coordinator  
(Rick Merfeld, 563.589.3438)  
Address: 2000 University Avenue, Dubuque, Iowa 52001  
Office Location: 204 Peters Commons  
Phone: 563.589.3438  
Email: [RMerfeld@dbq.edu](mailto:RMerfeld@dbq.edu)

4.4.4. Additionally, anonymous reports can be made by the parties involved and/or third parties using the online reporting system posted at [www.dbq.edu/AboutUD/AnonymousHotline8332900001/](http://www.dbq.edu/AboutUD/AnonymousHotline8332900001/), or the reporting hotline at 833.290.0001. Note that these anonymous reports may prompt a need for the institution to investigate.

4.4.5. Individuals experiencing harassment or discrimination also always have the right to file a formal grievance with government authorities:

Office for Civil Rights (OCR)  
Chicago Office  
U.S. Department of Education  
John C. Kluczynski Federal Building  
230 S. Dearborn Street, 37th Floor  
Chicago, IL 60604  
Telephone: 312-730-1560  
Fax: 312-730-1576; TDD: 800-877-8339  
Email: [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov)

4.4.6. In the event that an incident involves alleged misconduct by the Title IX Coordinator, reports should be made directly to the Jim Steiner, VP of Finance at [JSteiner@dbq.edu](mailto:JSteiner@dbq.edu) or 563.589.3210.

5. Guidance on Self Care

5.1. It is essential that the involved parties first ensure their safety. The following are resources to contact for assistance and support:

- University of Dubuque’s Title IX Coordinator (See above)
  - University of Dubuque’s Counseling Center – 563.589.3911
  - Riverview Center’s toll free Crisis Line (available 24/7) – 888.557.0310
  - University of Dubuque’s Student Life Incident Reporting System (Maxient) at [https://cm.maxient.com/reportingform.php?UnivofDubuque&layout\\_id=1](https://cm.maxient.com/reportingform.php?UnivofDubuque&layout_id=1)
  - Campus Safety & Security and the Title IX Coordinator can provide immediate referral information, access to the University counselor on-call, and/or investigation assistance. If the incident occurred outside of the City of Dubuque, nationally or internationally, Dubuque Law Enforcement and/or University personnel can assist you in contacting appropriate resources for reporting purposes and support.
  - City of Dubuque Police Department – 911
  - University of Dubuque’s Campus Safety & Security – 563.589.3333
  - Dubuque Hospital Emergency Rooms
    - UnityPoint Health Finley Hospital – 563.582.1881  
350 North Grandview Ave, Dubuque, IA 52001
    - Mercy Medical Center – 563.589.9666  
250 Mercy Drive, Dubuque, IA 52001
- 5.2. When necessary, seek immediate medical attention at an area hospital. All medical treatment following a reported sexual assault is **free**. Sexual assault medical care is paid for by the Iowa Crime Victim Assistance Division. Medical care following a sexual assault may include the following services: sexual assault examination kit, pregnancy prevention, STD treatment, antibiotics, and any further necessary treatment of injuries.
- 5.3. The following preservation procedures will help preserve evidence in the event that a sexual assault occurred and a survivor chooses to move forward with a sexual assault examination kit. The decision to press charges does not have to be made at this time. However, following these procedures will help preserve this option for the future. First and most importantly, ensure that your safety and basic needs are met. Preservation procedures include avoiding bathing, urinating, douching, brushing teeth, or drinking liquids. If possible, clothes should not be changed but if they are bring all the original clothing to the hospital in a bag. Any other evidentiary materials that may be useful for an investigative process may also be collected.
- 5.4. A Riverview Center advocate will offer support at the hospital and law enforcement centers to provide free and confidential options for legal, medical, and personal advocacy. Advocates will ensure that survivor’s rights are protected. Advocates are available for emergency assistance 24/7.
- 5.5. Involved parties may choose whether or not to speak with the police at the hospital to make a formal report. The reporting party may choose to make a report for evidentiary purposes but not go forth with an investigation at that time. The option to investigate could remain for up to 10 years after the reporting party attains eighteen years of age or older following an incident or three years from the date the offender is identified through DNA. Additional information can be found in Iowa Code 802.2 Statute of Limitations; Iowa Code 709.2-709.4 Citations for Crime.
- 5.6. Involved parties may choose to see a private physician. Private physicians are not required to notify the police, however, they are required to notify police if a sexual assault examination kit is performed for purposes of maintaining evidentiary chain of custody.
6. Support Services
- 6.1. There are various supportive measures available for those who have experienced sex misconduct and/or harassment. These support sources include but are not limited to:
- Title IX Coordinators serve as the central reference persons for information about reporting and the investigative procedure, as well as references for counseling options.
  - University’s Counseling Center (563.589.3911) is available for students who have experienced any form of sexual misconduct may receive free and confidential counseling.

- Riverview Center (1.888.557.0310) is available 24/7 for free and confidential crisis intervention, counseling, and advocacy.
- University of Dubuque employees may contact the Human Resources office or reference the Employee Handbook for information regarding counseling options.
- Reassignments: When the involved parties participate in the same courses, reside in the same University residence or in proximity to one another, or participate in the same activities (i.e., sports teams) involved parties may request that a fair and immediate way to reassign and/or move one of the persons be decided upon by the Dean of Student Formation or an investigative designee.
- The Dean of Student Formation will consult with the appropriate academic dean in making a determination regarding an alternative classroom assignment(s) for the involved parties who have experienced a sexual misconduct and with the Director of Residence Life in making a determination regarding an alternative housing assignment.
  - If involved parties are also student employees that work in the same department or area, alternative work assignments may be made by the appropriate administrator upon request by the student employee filing the allegation.

Additional resources can be found at:

<https://www.dbq.edu/CampusLife/OfficeofStudentLife/CounselingLifeServices/Resources/>

#### 7. Informal Procedure

7. 1. Informal resolution procedures are optional and may be used when the University determines that it is appropriate. Informal procedures are never applied in cases involving violence or non-consensual sexual intercourse. Some allegations of sexual misconduct can be resolved through informal mediation between the parties.
7. 2. Once a report of sexual misconduct has been made, informal resolution procedures will be pursued by a Title IX Coordinator and will be resolved in a prompt and equitable manner. The reporting party and the respondent will be advised of any delays that occur during the process. For reports involving allegations against University employees, a Title IX Coordinator and Director of Human Resources shall jointly conduct an investigation.
7. 3. Once the informal resolution procedure is complete, written notification to all parties shall be given by a Title IX Coordinator within one day of the determinations of findings.
7. 4. The University will take all necessary steps to accommodate the needs of the involved parties. Examples of accommodations may include but not limited to: order of no contact directive, residence hall relocation, and adjustment of schedule, etc. These accommodations may be applied to one, both, or multiple parties involved.
7. 5. The University shall take reasonable steps to prevent the reoccurrence of sexual misconduct of any form. If such reoccurrence takes place, those responsible for such behavior may be subject to actions under the Student Code of Conduct ([Student Handbook](#)) if they are a student. Employees or third parties may be subject to actions under the Employee Handbook policies. For examples of the range of potential actions and sanctions see the [Student Handbook](#), [Faculty Handbook](#), or [Employee Handbook](#).
7. 6. The use of the informal complaint and resolution procedure is optional. In instances where parties involved do not wish to engage in the informal procedure, where informal resolution is not appropriate, or in situations where attempts at the informal procedure are unsuccessful, the formal procedure may be followed.

#### 8. Formal Procedure

##### 8. 1. Time Limitations

8. 1.1. In order to pursue action through the University of Dubuque's grievance procedure, an aggrieved student or employee should meet with a Title IX Coordinator, or the Director of Human Resources, as the case may be, as soon as possible after the alleged act of sexual misconduct, harassment, or retaliation occurs, to discuss the allegation. In any case, there is no time limit for reporting party to make a report to UD. If a report is made to the local

police department in the State of Iowa, see Iowa Code 802.2 Statute of Limitations; Iowa Code 709.2-709.4 Citations for Crime.

- 8.2. Once an allegation of sexual misconduct is made, an investigation of the report shall be pursued promptly in a good faith effort within a reasonable amount of time required to complete the investigation. The investigation will be conducted in a prompt and equitable manner.
- 8.3. To ensure a prompt and thorough investigation, as much of the following information should be provided:
  - 8.3.1. The name, department, and position of the person or persons allegedly causing the sexual misconduct, which can include sexual or gender discrimination, sexual violence, harassment, or retaliation.
  - 8.3.2. A description of the incident, including the date, location, and the presence of any witnesses.
  - 8.3.4. The names of other students or employees who might have been subject to the same or similar sexual misconduct, sexual or gender discrimination, or retaliation.
  - 8.3.5. Any other information the involved parties believe to be relevant to the sexual misconduct, sexual or gender discrimination, harassment, or retaliation.
- 8.4. Investigation
  - 8.4.1. An investigation into the report shall be conducted by a Title IX Coordinator. For reports involving University employees and/or third parties, a Title IX Coordinator and Director of Human Resources shall jointly conduct the investigation. The investigation shall be concluded in a prompt and equitable manner. The reporting party and the respondent will be advised of any delays that occur during the process.
  - 8.4.2. The investigation may include interviewing the parties involved, including witnesses, and the gathering of other relevant information.
  - 8.4.3. Involved parties may present witnesses and other evidence.
  - 8.4.4. At any time during the investigation, the university will take all necessary steps to accommodate the needs of the involved parties. Examples of accommodations may include but not limited to: order of no contact directive, residence hall relocation, and adjustment of schedule, etc. These accommodations may be applied to one, both, or multiple parties involved.
  - 8.4.5. Failure to comply with the terms of interim protections may be considered a separate violation of the Student Code of Conduct.
  - 8.4.6. Prior to a resolution, both parties will have an opportunity to review an investigation report for accuracy.
- 8.5. A resolution shall be determined at the conclusion of the investigation. Parties involved will be given notice of the outcome in writing typically within one day of the determination.
- 8.6. The involved parties may appeal the findings of the investigation. All grounds for appeal shall be based on:
  - the emergence of new evidence that was previously unavailable or unknown during the investigation or original hearing, or
  - based on the grounds that some aspect of this policy or procedure was not adequately followed that significantly impacted the outcome, or
  - the sanctions imposed are substantially disproportionate to the severity of the violation (or sanction fall outside the range of sanctions the university has designated for the offense)

All appeals will be conducted in an impartial manner by one of the persons who did not conduct the initial investigation.

- 8.7. The University shall take reasonable steps to prevent the reoccurrence of sexual misconduct of any form. If such reoccurrence takes place, those responsible for such behavior may be subject to actions under the Student Code of Conduct in the Student Handbook if they are a student. Employees or third parties may be subject to actions under the Employee Handbook policies. For



examples of the range of potential actions and sanctions see the Student Handbook, Faculty Handbook, or the Employee Handbook.

9. Student Conduct Hearing

9.1. For reports of violations of this policy in which the involved parties involves students, the complainant/reporting party may also initiate charges through the Student Conduct Process found in the Student Handbook. As stated in that policy, any member of the University community may initiate charges against a student. In instances when a student conduct allegation is made, a conduct hearing shall be scheduled typically within seven calendar days or within a reasonable amount of time. The investigation will be conducted in a prompt and equitable manner. The reporting party and the respondent will be advised of any delays that occur during the process. The purpose of the student conduct hearing is to determine responsibility for any alleged policy violations. This policy will be followed in accordance with the Student Conduct Process as it relates to the Title IX policy.

9.2. Determining Responsibility in Student Conduct Process:

9.2.1. The standard used to determine accountability will be Preponderance of Evidence, whether it is more likely than not that the accused has violated the Student Code of Conduct policy. All members of the University community found to have violated this policy will be sanctioned, up to dismissal from the University.

9.2.2. The Involved Parties rights in Student Conduct Process:

- An explanation of available options for redress;
- An explanation of the charge(s);
- Freedom from harassment by involved parties (or the supporters);
- An explanation of the University discipline system;
- Use of all available internal and external support services in dealing with the aftermath of the offense;
- Ability to speak on their own behalf during the disciplinary proceedings, including making an “impact” statement to a hearing board or University disciplinary panel;
- The presence of an advisor from the University community and/or a support person during the disciplinary hearing;
- The opportunity to present witnesses who can speak about the charges, character witnesses excluded;
- Attend the entire disciplinary hearing except for the deliberation phase;
- Testify on their own behalf;
- Freedom from having irrelevant sexual history discussed during the disciplinary hearing;
- Information about the outcome of the disciplinary hearing
- Opportunity to appeal the outcome of the hearing

9.2.3. At the conclusion of the Student Conduct process, the University will provide written notification to the parties involved of the outcome and resolution of the hearing in a prompt and equitable manner. The reporting party and the respondent will be advised of any delays that occur during the process.

9.2.4. Appeals shall follow the Student Conduct Procedure. The appellate body may not be a hearing officer from the original hearing. (Reference 8.6)

9.2.5. Alternative Testimony Options for Student Conduct Hearings

9.2.5.1. For student conduct allegations of a sensitive nature, whether the involved parties are serving as the reporting party/complainant or as a witness, alternative testimony options may be given, such as placing a privacy screen in the hearing room, or allowing the alleged survivor to testify from another room via closed circuit television. While these options are intended to help make the reporting party more comfortable, they are not intended to work to the disadvantage of the accused student.

9.2.6. Past Sexual History/Character in Student Conduct Hearings

9.2.6.1. The past sexual history or sexual character of the involved parties will not be admissible in hearings unless such information is determined to be highly relevant by the Dean of Student Formation or designee. All such information sought to be admitted will be presumed irrelevant, and any request to overcome this presumption by the parties must be included in the complaint/response or a subsequent written request, and must be reviewed in advance of the hearing by the Dean of Student Formation or designee. While previous conduct violations by the accused student are not generally admissible as information about the present alleged violation, the Dean of Student Formation or designee may supply previous complaint information to the conduct board or may consider it themselves if they are hearing the complaint, only if:

9.2.6.2. The accused was previously found to be responsible in a conduct hearing;

9.2.6.3. The previous incident was substantially similar to the present allegation;

9.2.6.4. Information indicates a pattern of behavior and substantial conformity with that pattern by the accused student.

9.3. Cooperation with Law Enforcement

9.3.1. The University will comply with law enforcement requests for cooperation and such cooperation may require the University to temporarily suspend the fact finding aspect of a Title IX investigation while the law enforcement agency is in the process of gathering evidence. The University will promptly resume its Title IX investigation as soon as notified by the law enforcement agency that it has completed the evidence gathering process although the delay in the University's investigation may be longer in certain instances.

9.3.2. The University will implement appropriate interim steps during the law enforcement investigation period to provide for the safety of the involved parties and the campus community and the avoidance of retaliation.

10. Retaliation

10.1. Retaliation: any adverse action, taken against a person participating in a protected activity, because of their participation in the protected activity. Subject to limitations imposed by the First Amendment and/or academic freedom. Retaliation against an individual for an allegation, for supporting a reporting party, or for assisting in providing information relevant to an allegation is a serious violation of university policy.

10.1.1. The University of Dubuque strictly prohibits retaliation against any person for, in good faith, using this reporting procedure or for filing, testifying, assisting or participating in any investigation or proceeding involving allegations of sexual misconduct. Any person who violates this policy will be subject to discipline, up to and including termination if they are an employee and/or dismissal if they are a student.

11. Confidentiality

11.1. Those who have experienced sexual misconduct should know that all University employees (Resident Assistants, Campus Safety & Security, staff members, etc.) excluding licensed professionals from the University Counseling Center and the ordained professionals in Campus Ministry, may relay disclosures of sexual assault to the police, either directly or through Campus Safety due to a continued threat to campus and/or to others that have a duty to respond. Because licensed professionals from the University Counseling Center and ordained professionals in Campus Ministry are not required to disclose knowledge of sexual misconduct reported to them, those who wish to discuss a situation in complete confidence should notify only the Counseling Center or Ordained Campus Ministry. Situations where confidentiality may be breached:

- Involved parties choose to allow certain information to be shared with specific individual(s) and sign a release of information allowing counseling services to share that information.
- There is serious and foreseeable harm to self or others.

- If involved parties report witnessing or experiencing some form of child abuse firsthand, counselors are mandated by law to report suspected child abuse.
- Court subpoena of records.

11.2. If one would like to report an incident or speak to someone and desire that details of the incident be kept confidential, they should speak with members of the Counseling Center, Ordained Campus Chaplain, or Riverview Center, who will maintain confidentiality to the extent permitted by law. Both Campus counselors and Riverview Center advocates are available to help free of charge, and can be seen on an emergency basis. In addition, involved parties may speak both on and off campus with clergy and chaplains.

11.3. All inquiries, allegations, complaints, and investigations are treated with discretion. Information will be shared only as law and policy require. However, the identity of the reporting party/complainant is usually revealed to the person(s) accused of such conduct.

11.4. The Title IX Coordinators shall maintain all information in secure files pertaining to an allegation, complaint or investigation.

11.4.1. Federal Statistical Reporting Obligations (Jeanne Clery Act): Certain campus officials have a duty to report violations of this policy for federal statistical reporting purposes. All personally identifiable information is kept private, but statistical information must be passed along to campus security regarding the type of incident and its general location (on or off-campus, or in the surrounding area without addresses) for publication in the annual Campus Security Report. This report helps to provide the community with a clear picture of the extent and nature of campus crime to ensure greater community safety.

11.4.2. Federal Timely Warning Reporting Obligations: Involved parties of sexual misconduct should also be aware that University administrators must issue timely warnings for certain types of incidents reported to them that pose a continued threat of bodily harm or danger to members of the campus community under the Jeanne Clery Act. The University will make every effort to ensure that the involved parties name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the danger.

## 12. Consequences

12.1. The University reserves the right to take whatever measures it deems necessary in response to an allegation of sexual misconduct in order to protect students' rights and personal safety.

12.1.1. Such measures include, but are not limited to: modification of living arrangements, interim suspension from campus pending a hearing, and reporting to the police, etc.

12.2. Not all forms of sexual misconduct will be deemed to be equally serious offenses, and the University reserves the right to impose differing sanctions, ranging from verbal warning to expulsion, depending on the severity of the offense.

## 13. Special Provisions

13.1. Clear and Present Danger: If, in the opinion of the Dean of Student Formation, a student is a clear and present danger to the community, the Dean, in consultation with the President of the University, may suspend a student from the University pending a student conduct hearing (process described above) and an appeal process.

### 13.2. Attempted violations

13.2.1. In most circumstances, the University will treat attempts to commit any of the violations listed in this policy or in the Student Code of Conduct as if those attempts had been completed.

### 13.3. The University as complainant

13.3.1. As necessary, the University reserves the right to initiate a student conduct complaint, to serve as complainant, and to initiate conduct proceedings without a formal complaint by the reporting party/complainant.

#### 13.4. False Reports

13.4.1. The University will not tolerate intentional false reporting of incidents. It is a violation of the Student Code of conduct to make an intentionally false report of any policy violation, and it may also violate state criminal statutes and civil defamation laws. Violations will result in sanctions, ranging from verbal warning to expulsion, depending on the severity of the offense.

#### 13.5. Amnesty

13.5.1. The University community encourages the reporting of sexual misconduct and Code of Conduct violations. Involved parties may be hesitant to report to University officials because they fear that they may be charged with policy violations, such as underage drinking at the time of the incident. It is encouraged that involved parties choose to report to University officials to ensure that they receive adequate resources. While violations to policy cannot be completely overlooked, the University will provide educational options rather than punishment, in such cases.

#### 13.6. Parental Notification

13.6.1. The University reserves the right to notify parents/guardians of dependent students regarding any health or safety emergency, change in student status or conduct situation, particularly alcohol and other drug violations. The University may also notify parents/guardians of non-dependent students who are under age 21 of alcohol and/or drug policy violations. Where a student is non-dependent, the University will contact parents/guardians to inform them of situations in which there is a health or safety emergency. The University also reserves the right to designate which University officials have a need to know about individual conduct complaints pursuant to the Family Educational Rights and Privacy Act.

#### 13.7. FERPA and Records

13.7.1. The outcome of a Title IX investigation involving students is NOT part of the education record of the student parties involved and is protected from release under a federal law (FERPA). Other than University suspension or probation, disciplinary sanctions shall not be made part of a student's permanent academic record, but shall become part of the student's confidential record kept in the Student Life Office. However, the University observes the legal exceptions that allow for notification of the parties involved and others whom the University determines to inform based on the law and this policy.

13.7.2. The University may release publicly the name, nature of the violation and the sanction for any student who is found in violation of a University policy that is a "crime of violence," which may including: arson, burglary, robbery, criminal homicide, sex offenses, assault, destruction/damage/vandalism of property and kidnapping/abduction. The University may release this information to the reporting party/complainant in any of these offenses regardless of the outcome.

#### 14. Educational Programming

14.1. The University of Dubuque recognizes sexual misconduct as an important issue. The University offers educational programming to a variety of groups such as: Campus Safety & Security, Residence Life, faculty, and staff, incoming students participating in orientation activities, resident and off-campus students, and members of student organizations.

14.2. Sexual misconduct educational programming may address matters such as: a definition of what constitutes sexual misconduct, the causes of and myths involved with sexual misconduct, the relationship between sexual misconduct and alcohol use, what to do if you are assaulted, the nature of a rape examination, an explanation of the University sexual misconduct policy, how to file charges within the University and/or with the local police department, and campus community resources to assist both the reporting party and the accused.

#### 15. Definitions and Examples of Sexual Misconduct.

- 15.1. Sexual Misconduct: any sexual behaviors that violates the University of Dubuque's Code of Conduct and/or Title IX Policy. Prohibited conduct under this Sexual Misconduct Policy includes:
- 15.1.1. Non-Consensual Sexual Contact: any intentional sexual touching, however slight, with any object or body part, by a person upon another person, without consent and/or by force. Sexual Contact can include:
- 15.1.1.1. Intentional contact with the breasts, buttock, groin, or genitals, or touching another with any of these body parts, or making another touch you or themselves with or on any of these body parts; or
- 15.1.1.2. Any other intentional bodily contact in a sexual manner.
- 15.1.2. Non-Consensual Sexual Intercourse: any sexual intercourse however slight, with any object or body part, by a person upon another person, without consent and/or by force. Intercourse includes: vaginal or anal penetration by a penis, object, tongue or digit penetration, and/or oral copulation (mouth to genital contact), no matter how slight the penetration or contact.
- 15.1.3. Sexual or Gender Discrimination: behaviors and actions that deny or limit a person's ability to benefit from, and/or fully participate in the educational programs or activities or employment opportunities because of a person's sex, sexual orientation, or gender.
- 15.1.3.1 Examples of sexual discrimination under Title IX include, but are not limited to, sexual harassment, failure to provide equal opportunity in education programs and co-curricular programs including athletics, discrimination based on pregnancy, and employment discrimination.
- 15.1.4. Sexual Harassment: unwanted/unwelcome, sexual, sex-based, and/or gender-based verbal, written, online and/or physical conduct. Anyone experiencing sexual harassment in any university program is encouraged to report it immediately to the Title IX coordinator or a deputy. Remedies, education, and/or training will be provided in response.

Sexual harassment may be disciplined when it takes the form of quid pro quo harassment or retaliatory harassment, and/or creates a hostile environment.

- 15.1.4.1. Hostile Environment: A hostile environment is created when sexual harassment is: sufficiently severe, or persistent or pervasive, and objectively offensive that it: unreasonably interferes with, denies, or limits someone's ability to participate in or benefit from the university's educational (and/or employment), social, and/or residential program.
- 15.1.4.2. Quid Pro Quo Harassment: Unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, by a person having power or authority over another constitutes sexual harassment when, submission to such conduct is made either explicitly or implicitly a term or condition of rating or evaluating an individual's educational (or employment) progress, development, or performance. This includes when submission to such conduct would be a condition for access to receiving the benefits of any educational (or employment) program.
- 15.1.4.2.1. Examples could include: an attempt to coerce an unwilling person into a sexual relationship; to repeatedly subject a person to egregious, unwelcome sexual attention; to punish a refusal to comply with a sexual-based request; to condition a benefit on submitting to sexual advances; sexual violence; intimate partner violence, stalking; and gender-based bullying.
- 15.1.4.3. Retaliatory Harassment: Any harassing action (as defined above), taken against a person participating in a protected activity, because of their participation in the protected activity. Subject to limitations imposed by the First Amendment and/or academic freedom. Retaliation against an individual for an allegation,

for supporting a reporting party, or for assisting in providing information relevant to an allegation is a serious violation of university policy.

- 15.1.5. Sexual Exploitation: when a person takes non-consensual or abusive sexual advantage of another for self-serving advantage or benefit, or to benefit or advantage anyone other than the one being directly exploited, and that behavior does not otherwise constitute one of other sexual misconduct offenses.
  - 15.1.5.1. Examples of sexual exploitation include, but are not limited to: Invasion of sexual privacy; Prostituting another person; Non-consensual digital, video or audio recording of nudity or sexual activity; Unauthorized sharing or distribution of digital, video or audio recording of nudity or sexual activity; Engaging in voyeurism; Going beyond the boundaries of consent (such as letting your friend hide in the closet to watch you having consensual sex); Knowingly exposing someone to or transmitting an STI, STD, or HIV to another person; Intentionally or recklessly exposing one's genitals in non-consensual circumstances, or inducing another to expose their genitals; and Sexually-based stalking and/or bullying may also be forms of sexual exploitation.
- 15.1.6. Stalking: Stalking is a course of conduct, directed at a specific person, on the basis of actual or perceived membership in a protected class that is unwelcome, AND would cause a reasonable person to feel fear. Repetitive and menacing pursuit, following, harassing, and/or interfering with the peace and/or safety of another. Any other university policies may fall within this section when a violation is motivated by the actual or perceived membership of the reporting party's sex or gender.
- 15.1.7. Dating & Domestic Violence: A pattern of violence or abuse, power and control between those in an intimate relationship with each other. Some examples of dating or domestic violence include threatening a partner or their family, coercing them into doing something they don't want to do, constantly belittling them, controlling what they can and cannot do, or physically hitting, kicking, punching, slapping or scratching.
- 15.1.8. Consent: an informed, freely, and actively given communication that is mutually understood between all persons involved in the sexual encounter. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. It is the responsibility of the initiator of sexual contact to make sure they understand fully what the person with whom they are involved wants and does not want sexually. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Previous relationships or consent does not imply consent to future sexual acts.
  - 15.1.8.1. Consent cannot be obtained by use of physical force, compelling threats, intimidating behavior, or coercion. Coercion is unreasonable pressure. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another.
  - 15.1.8.2. Effective consent is the basis of the analysis applied to unwelcome sexual contact. Lack of consent is the critical factor in any incident of sexual misconduct.
    - 15.1.8.2.1. Effective consent cannot be given by an individual under the legal age of consent in Iowa, mentally disabled individuals in dependent care and/or who are (by diagnosis) unable to process and communicate effective consent, person's incapacitated as a result of drugs, alcohol, or date rape drug [Possession, use and/or distribution of any of these substances, including Rohypnol, Ketomine, GHB, Burundanga, etc. is prohibited, and administering one of these drugs to another student is a violation

of this policy], someone who is unconsciousness or someone in a state of blackout. Incapacitation is a state where one cannot make a rational, reasonable decision because they lack the ability to understand parameters of their sexual interaction.

15.1.8.2.2. Sexual activity with someone you know to be or should know to be incapacitated constitutes a violation of this policy.

15.1.8.2.3. The question of what the responding party should have known is objectively based on what a reasonable person in the place of the responding party, sober and exercising good judgment, would have known about the condition of the reporting party.

15.1.8.2.4. Incapacitation is a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing consent (e.g., to understand the “who, what, when, where, why or how” of their sexual interaction).

15.1.8.3. Iowa Age Of Consent Law:

15.1.8.3.1. Section 709.4 A person commits sexual abuse in the third degree when the person performs a sex act under any of the following circumstances... 2(c) The other person is fourteen or fifteen years of age and any of the following are true...(4) The person is four or more years older than the other person.

15.1.8.3.2. Section 709.15 forbids sexual intercourse between a school employee and person who is currently enrolled in or attending a public or nonpublic elementary or secondary school, or who was a student enrolled in or who attended a public or nonpublic elementary or secondary school within thirty days of any violation.

15.1.8.3.3. Iowa Age of Consent is 16 years old. In the United States, the age of consent is the minimum age at which an individual is considered legally old enough to consent to participation in sexual activity. Individuals aged 15 or younger in Iowa are not legally able to consent to sexual activity, and such activity may result in prosecution for statutory rape.

15.1.8.3.4. Iowa statutory rape law is violated when a person has consensual sexual intercourse with an individual under age 16. A close in age exemption allows teens aged 14 and 15 to consent to partners less than 4 years older. Regardless of age, it is also illegal for a school employee to engage in sexual intercourse with a current student or even a student who attended school within 30 days of such a violation.

15.1.8.3.5. Iowa has a close-in-age exemption. A close in age exemption, also known as "Romeo and Juliet law", is designed to prevent the prosecution of underage couples who engage in consensual sex when both participants are significantly close in age to each

other, and one or both are below the age of consent. Depending on the situation, the Iowa close-in-age exemption may completely exempt qualifying close-in-age couples from the age of consent law, or merely provide a legal defense that can be used in the event of prosecution.

*\* Parts of this policy are based on the NCHERM Model Sexual Misconduct Policy and Notre Dame College's Sexual Assault Policy and has been used with their permission.*

*\* This policy has been reviewed and edited, with UD permission, by Riverview Center advocates in July of 2017.*

*\* This policy has been reviewed and edited, with UD permission, by UD Missional Accountability Workgroup and based on NCHERM/ATIXA Model Sexual Misconduct Policy in July 2019.*



## Appendix K. Duty to Report Child Abuse

The University of Dubuque provides meaningful educational opportunities for people of all ages. The University understands the importance of a safe environment for children. One aspect of a safe environment is the proper reporting of potential issues. The purpose of this policy is to outline the responsibility of University employees for reporting suspected child abuse.

Consistent with Iowa Code all University employees who in the course of employment receive information related to physical or sexual abuse of children must immediately report such information to Campus Safety and Security 563-589-3333.

Any student or visitor who suspects physical or sexual abuse of a child on campus or relating to a University program or activity should provide a report to Campus Safety and Security 563-589-3333.

In the case of incidents not on the University of Dubuque campus, local police authorities should be called in order to avoid any delay in response.

There should be no retaliation against a person who makes a good faith report of physical or sexual abuse of a child under this policy.

The report to Campus Safety and Security should include all of the relevant facts known to the person who is making the report, including:

- 1) The child's name, contact information, and/or description;
- 2) The name and/or description of the person suspected of the abuse;
- 3) The person/reporter's name and contact information;
- 4) The time, date, and location of the suspected abuse; and
- 5) A description of the suspected abuse, with all relevant information, and any supporting evidence. Campus Safety and Security will provide report information to the Dubuque Police department as well as the University President as soon as possible. The University President will work with appropriate University administrative offices and employees immediately to provide safety to the child and deal with the situation, including the person suspected of the abuse.

This policy is intended to implement Code of Iowa section 261.9(1)h.

[Note: A mandatory reporter of "child abuse" under Iowa law would also be obligated to report physical or sexual abuse of a child to the Iowa Department of Human Services (DHS) as provided under the Code of Iowa sections 232.67 – .70. The definition of "child abuse" in section 232.68 includes more than physical or sexual abuse. Any employee, student, or visitor who is not a mandatory reporter is encouraged to report any type of "child abuse" to DHS as provided by Iowa law.]

### Definitions:

Child means a person under the age of eighteen years.

Mandatory reporter means a person as described in Iowa Code section 232.69(1). In general, this includes a person who in the scope of her or his professional or employment responsibilities examines, attends, counsels, or treats a child, and who is a health practitioner; social worker; certified psychologist; licensed school employee, certified para-educator, or holder of a coaching authorization under Iowa Code section 272.31; employee or operator of a licensed child care center; employee or operator of a mental health center; peace officer; counselor or mental health professional; or employee or operator of a provider of services to children funded under a federally approved medical assistance home and community-based services waiver.

Physical abuse means any non-accidental physical injury, or injury which is at variance with the history given of it, suffered by a child as a result of the acts or omissions of a person responsible for the care of the child. Common indicators could include unusual or unexplained burns, bruises, or fractures.

Sexual abuse means the commission of a sexual offense with or to a child as a result of the acts or omissions of the person responsible for the care of the child. The commission of a sexual offense includes any sexual offense with or to a person under the age of 18 years. Sexual abuse includes but is not limited to lascivious acts with a child, indecent exposure, assault with intent to commit sexual abuse, indecent contact with a child, incest, and sexual exploitation.

Key Numbers:

Department of Human Services, <https://dhs.iowa.gov/contact-us>  
1-800-362-2178

Dubuque Police Department, <https://www.cityofdubuque.org/209/Police>  
563-589-4415  
770 Iowa St., Dubuque, IA 52001

Campus Safety and Security, <https://www.dbq.edu/AboutUD/CommunityStandards/SafetyandSecurity/>  
563-589-3333  
Smith Hall, Room 112, at 2205 Grace Street

Human Resources department,  
[https://www.dbq.edu/Contact/FacultyStaffDirectory/#cgi.SCRIPT\\_NAME#](https://www.dbq.edu/Contact/FacultyStaffDirectory/#cgi.SCRIPT_NAME#)  
563-589-3619  
Smith Hall, room 205, at 2205 Grace Street

\*Referenced the University of Northern Iowa, Iowa Code 232/272

\*\*Updated 5/21/2019