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**University and USFFA  
Tentative Agreement  
May 8, 2023**

In accordance with the terms listed below, the University and the USFFA hereby agree to extend their Collective Bargaining Agreement.

1. July 1, 2023 – 4% across-the-board increase + steps.
2. July 1, 2024 – an across-the-board increase (+ steps) equal to the greater of (a) 3.25% or (b) the index of the fiscal year 2024 merit compensation increase pool for University executive officers (i.e., President’s Cabinet and Leadership Team) and senior administrative staff.
3. July 1, 2025 – an across-the-board increase (+ steps) equal to the greater of (a) 3.25% or (b) the index of the fiscal year 2025 merit compensation increase pool for University executive officers (i.e., President’s Cabinet and Leadership Team) and senior administrative staff.
4. All other economic provisions will be extended three (3) additional years.
5. Term faculty sabbatical availability pursuant to 26.1.9 will be as follows:( 1 line 2023-2024. 1 line 2024-2025. 2 lines 2025-2026. 2 lines 2026- 2027).
6. Maximum librarian vacation cap moved from 26 days to 30 days effective January 1, 2024.
7. Librarian Spring break (1 Day) - Librarians will request in writing to the Dean a minimum of one (1) week prior to date of leave. The leave will be taken between Spring break and the last day of classes in the academic year.
8. Add Juneteenth holiday to 24.10 (B).
9. Increases in contractual stipends for eligible USFFA members as follows:
  - a. 29.17 – Commuter subsidy - The University shall match the rate of the monthly Muni Fast Pass increases during the calendar years 2023, 2024, and 2025. The University requires a minimum of 30 days of notice to respond to a Muni Fast Pass increase.
  - b. 36.5 – New faculty Rental Assistance increase to \$7,500 for 1<sup>st</sup> and 2<sup>nd</sup> month’s rent. effective July 1, 2023.
  - c. 36.4 – Additional \$500,000 to be added to 2nd Mortgage fund effective July 1, 2024.
  - d. 38.1 – Adoption benefit to be increased to \$5000. Effective July 1, 2023.
10. For the term of the contract extension, 26.1.8 *Sabbatical Support and Merit Recognition Fund* to continue at 2022-23 level of \$115,000, plus rollovers from the prior fiscal year.
11. The University agrees that Article 45.1 (*Renegotiation of Economic Terms upon Change in Student Enrollment*) in abeyance during the academic year 2023-2024. For academic year 2024-2025 and 2025-2026, the percentage in Article 45.1 will increase from 5% to 10% as the threshold for the reopener.

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12. Duration of contract extension:

- a. All salary, salary step, and benefits provisions as well as other economic terms set forth in this agreement shall expire June 30, 2026.
- b. At least 60 days prior to July 1, 2026, each party may open any three non-economic articles or addenda of this Agreement.
- c. All other articles not reopened by either party shall be extended through June 30, 2028. The full CBA will expire June 30, 2028.

**Joint Task Forces**

During the term of this contract extension, the University and the Union are committed to discussing a number of important subjects. These Task Forces are charged with the good-faith exploration of these subjects in accordance with the timelines detailed in this contract extension agreement. The parties recognize that the University and Union representatives on the Task Forces may recommend to the USF President and the USFFA President to mutually agree to extend or modify timelines, as discussions go forward. The Union and University also may mutually agree to alter the numbers of members of each task force.

During the terms of this agreement, the USFFA or the Administration can request an additional Joint Task Force to address issues covered by the CBA. The parties will convene a meeting within ninety (90) days upon written request from the other party to discuss the charge and timeline of the Task Force. All reasonable requests will be considered.

Specifically, the parties agree to meet and confer over the following topics:

- A. The parties shall establish a task force to create guidelines for additional job security for Term Faculty who are superior in teaching. The task force will be composed of six (6) members (3 USFFA, 3 administration). The task force will convene no later than July 1, 2023, and submit recommendations to the USFFA President and USF Provost and President by September 1, 2023, to implement the recommendation for the academic year 2023-2024.
- B. The parties shall establish a task force to create guidelines for the Promotion and Tenure narratives per Article 17.8.2 (4) (7) and 17.8.3(3) (5). The task force will be composed of six (6) members (3 USFFA, 3 administration). The task force will convene no later than October 1, 2023, and submit recommendations to the USFFA President and USF Provost and President by December 1, 2023, to implement the recommendation for the 2024- 2025 Promotion and Tenure cycle.
- C. The parties shall establish a task force to explore the creation of innovative alternative tracks for promotion to Full Professor for faculty at the rank of tenured Associate Professor. These tracks may include, but are not restricted to, such areas as research, teaching, and community-engaged scholarship and clinical appointments. Such tracks shall focus on promoting student learning and engagement, success of the faculty member, and the mission of the University. The task force will be composed of six (6) members (3 USFFA, 3 administration). The task force will convene no later than October 1, 2023, and submit recommendations to the USFFA President and USF Provost and President by April 1, 2024, to implement the recommendation for the academic year 2024-2025.

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- D. The parties shall establish a task force to review the listing of benefit vendors (Anthem, Kaiser, Delta Dental etc.) in the CBA. The task force will be composed of six (6) members (3 USFFA, 3 administration). The task force will convene no later than November 1, 2023, and submit recommendations to the USFFA President and Associate Vice President of Labor and Employee Relations and the USF President by March 1, 2024, to implement the recommendation for the fall 2024 open enrollment.
- E. The parties shall establish a task force to review the process, purpose, and standards for awarding sabbaticals for senior faculty. The task force will be composed of six (6) members (3 USFFA, 3 administration). The task force will convene no later than February 1, 2024, and submit recommendations to the USFFA President and USF Provost and President by June 1, 2024, to implement the recommendation for the academic year 2024-2025.
- F. The parties shall establish a task force to review faculty/librarian service workloads, and the Academic Calendar with a view to eliminating redundancies and improving work flow. The task force will be composed of six (6) members (3 USFFA, 3 administration). The task force will convene no later than October 1, 2024, and submit recommendations to the USFFA President and USF Provost and President by March 1, 2025, to implement the recommendation for the academic year 2025-2026.
- G. The parties shall establish a task force to discuss how the University Mission and ADEI can be further incorporated into the Promotion and Tenure processes for USFFA faculty and librarians. The task force will be composed of six (6) members (3 USFFA, 3 administration). The task force will convene no later than February 1, 2025, and submit recommendations to the USFFA President and USF Provost and President by March 1, 2025, to implement the recommendation for the academic year 2025-2026.
- H. The parties shall establish a task force to explore retirement program options for senior faculty and librarians. The task force will be composed of six (6) members (3 USFFA, 3 administration). The task force will convene no later than February 1, 2024, and submit recommendations to the USFFA President and USF Provost and President by June 1, 2024, to implement the recommendation for the academic year 2024-2025.



UNIVERSITY OF  
SAN FRANCISCO

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CHANGE THE WORLD FROM HERE

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE  
UNIVERSITY OF SAN FRANCISCO  
AND  
USF FACULTY ASSOCIATION

*Effective July 1, 2016 through June 30, 2024  
with reopeners pursuant to the "Duration of Agreement" section.*

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## **PREAMBLE**

A University is a community of men and women in search of truth. Because this search moves within a universe of beliefs, the University of San Francisco wishes to express its beliefs clearly so that those who come here to teach and to learn may know what manner of community they join.

## **VISION, MISSION, VALUES STATEMENT**

### *Vision*

The University of San Francisco will be internationally recognized as a premier Jesuit Catholic, urban University with a global perspective that educates leaders who will fashion a more humane and just world.

### *Mission*

The core mission of the University is to promote learning in the Jesuit Catholic tradition. The University offers undergraduate, graduate and professional students the knowledge and skills needed to succeed as persons and professionals, and the values and sensitivity necessary to be men and women for others.

The University will distinguish itself as a diverse, socially responsible learning community of high quality scholarship and academic rigor sustained by a faith that does justice. The University will draw from cultural, intellectual and economic resources of the San Francisco Bay Area and its location on the Pacific Rim to enrich and strengthen its educational programs.

### *Core Values*

*The University's core values include a belief in and a commitment to advancing:*

- 1) the Jesuit Catholic tradition that views faith and reason as complementary resources in the search for truth and authentic human development, and that welcomes persons of all faiths or no religious beliefs as fully contributing partners to the University*
- 2) the freedom and the responsibility to pursue truth and follow evidence to its conclusion*
- 3) learning as a humanizing, social activity rather than a competitive exercise*
- 4) a common good that transcends the interests of particular individuals or groups; and reasoned discourse rather than coercion as the norm for decision making*
- 5) diversity of perspectives, experiences and traditions as essential components of a quality education in our global context*
- 6) excellence as the standard for teaching, scholarship, creative expression and service to the University community*
- 7) social responsibility in fulfilling the University's mission to create, communicate and apply knowledge to a world shared by all people and held in trust for future generations*
- 8) the moral dimension of every significant human choice: taking seriously how and who we choose to be in the world*
- 9) the full, integral development of each person and all persons, with the belief that no individual or group may rightfully prosper at the expense of others*
- 10) a culture of service that respects and promotes the dignity of every person.*

### *Strategic Initiatives*

*The following initiatives are key to the University's achieving the recognition as a premier Jesuit Catholic, urban university:*

- 1) *Recruit and retain a diverse faculty of outstanding teacher-scholars and a diverse, highly qualified, service-oriented staff, all committed to advancing the University's Visions, Mission and Values;*
- 2) *Enroll, support and graduate a diverse student body, which demonstrates high academic achievement, strong leadership capability, concern for others and a sense of responsibility for the weak and the vulnerable.*
- 3) *Provide an attractive campus environment and the resources to promote learning throughout the University:*
  - *Learning resources that improve the curriculum and support scholarship*
  - *Facilities to support outstanding educational programs*
  - *Technology solutions to enhance learning and improve service*
- 4) *Continue to strengthen the University's financial resources to support its educational mission.*

### **FACULTY/STAFF WORKING RELATIONS**

The University and the USFFA agree that clerical and technical employees will be treated with dignity and respect. This clause is meant to stimulate discussion on dignity and respect in our community and, especially, in regard to members of the OPE clerical and technical unit.

***The Preamble and the Statement of Mission and Goals as written here shall not be deemed part of the Agreement.***

### **DEFINITIONS**

1. "University": The President, Vice Presidents, Deans and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by delegation of the President by the Vice Presidents.
2. "Association": The USF Faculty Association.
3. "Members of the Bargaining Unit": The full-time faculty and non-administrative full-time professional librarians as set forth more fully in section 1.1 and 1.2 of the Agreement, hereinafter variously referred to as "members."
4. "Association Members": The full-time faculty and non-administrative full-time professional librarians as set forth more fully in section 1.1. and 1.2 of the Agreement, hereinafter variously referred to as "members."
5. "Provost": Vice President for Academic Affairs.
6. "Association Committees": All committees referred to in this document shall be committees of the Association and the latter shall define the functions and appoint the membership for all such committees.

7. “Notification”: Where this Agreement specifies that an individual must be notified of an action by a specific date, this shall mean that a good-faith effort must be made to meet the notification deadline, but if the deadline cannot or may not be met, a registered or certified letter of notification must be mailed and postmarked at least one working day prior to the contract notification deadline.

## **AGREEMENT**

This Collective Bargaining Agreement (“Agreement”) is entered into by and between the University of San Francisco (“University”) and the USF Faculty Association (“Association”).

## **DURATION OF AGREEMENT**

This Agreement shall become effective on the date of ratification by the parties and shall continue in full force and effect through June 30, 2024, subject to (A), (B) and (C) below, or other applicable articles or addenda, or either party's request to modify or amend as permitted herein, and shall continue in effect thereafter from year to year unless either party serves written notice of termination on the other, at least sixty (60) days prior to the expiration date hereof or to a subsequent anniversary of the expiration date hereof.

- (A) All salary, salary step and benefit provisions as well as other economic terms set forth in this Agreement shall expire June 30, 2022.
- (B) At least 60 days prior to July 1, 2022, each party may reopen any three non-economic articles or addenda of this Agreement. Articles that are reopened by either party shall be deemed to expire as of July 1 of that year.
- (C) All other articles not reopened by either party shall be extended automatically through the expiration date hereof.
- (D) All dates in the CBA, whether made explicit or not shall be considered extended to June 30, 2022. This applies also to the Librarians’ spring break and any other current benefits.

This Agreement shall expire and is subject to renegotiation in its entirety on June 30, 2024, assuming timely written notice of termination is provided.

## **SECTION 1: WORKING RELATIONSHIPS**

### **ARTICLE 1. Recognition**

- 1.1 Except as provided in 1.2 below, the University recognizes the Association as the exclusive collective bargaining representative of all faculty members who teach six hours or more and have the rank of instructor, assistant professor, associate professor and professor and all non-administrative full-time professional librarians; excluding office clerical employees, lecturers, part-time teaching faculty, all administrators with faculty rank, all faculty with part-time administrative duties, and guards and supervisors as defined in the National Labor Relations Act, for the purpose of collective bargaining with respect to wages, hours and conditions of employment.
- 1.2 This Agreement shall exclude the School of Law.

### **ARTICLE 2. Academic Freedom**

#### *2.1 Academic Freedom and the Faculty and Librarians*

- 2.1.1 The University affirms and is committed to the full academic freedom of all Association members. At the same time, the University, as a Catholic institution of higher learning, has a significant interest in encouraging a Christian outlook and fostering perspectives which promote and inculcate meaningful Christian values. Accordingly, the University declares its freedom to enunciate principles and policies relating to such values and to implement its interests through academically sound hiring practices and curriculum structure. The University recognizes and believes that its freedom and that of its Association members can be exercised so as to promote and enhance one another.
- 2.1.2 Association members are entitled to full freedom in the pursuit of their academic functions, which include: the advancement of human knowledge, insight and understanding; the education of the students and the presentation to them of various divergent views and opinions which are intellectually within the content of the course being offered; and the responsibility to serve the community by lending intellectual abilities to the solution of current problems.
- 2.1.3 Association members are citizens, members of a learned profession, and members of an educational institution. When speaking or writing as citizens, they should be free from institutional censorship or discipline but their special position in the community imposes special obligations. As persons of learning and educators, they should remember that the public may judge the teaching profession and its institutions by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should not indicate that they are speaking for the institution when in fact they are not. (This shall not be construed to prohibit Association members, in the course of their pursuit of community affairs, from identifying themselves and stating the position they hold at the University.)

- 2.1.4 The academic functions of Association members shall not be abridged, either before or after the fact, directly or indirectly by any segment of the University. The academic freedom of the Association member shall not be construed to permit him or her to use the student audience to gratuitously, deliberately, and persistently express views which misrepresent or impugn the authoritative teachings of the Catholic Church.
- 2.1.5 Assignment to courses should be based on the Association member's scholarly competence to teach the course as described in the official University catalogue. It should also take into account seniority and other relevant criteria (such as prior teaching in course area, etc.) common throughout the academic community. Final decisions regarding faculty assignment rest with the dean or director of the academic unit.
- 2.1.6 The application of the above provisions is subject to the grievance and arbitration procedure set forth herein.

## 2.2 *Academic Freedom and the University Libraries*

- 2.2.1 The libraries of the University are central and vital to the processes of free inquiry on the University campus. Through their collections and services the libraries provide a wide range and representation of published and manuscript information to serve the purposes of this institution of higher education. Unrestricted access to this information in libraries stimulates learning and the growth of knowledge and understanding, without which the individual and society would be materially and culturally impoverished. Without the freedom to develop their resources and to remain open sanctuaries for individual inquiry, the University libraries would be unable to fulfill their essential role in learning and research.
- 2.2.2 The freedoms essential to the creation, function and uses of a university library include the freedom to select books and other materials according to the instructional and research needs of the University, recognizing the desirability of representing all major views including those unorthodox or unpopular. Judgment on what to acquire or to accept as a gift must not be compromised by yielding to pressures from individuals or groups, whether from inside or outside the University, when such pressure is not based on sound academic grounds. Selection for inclusion or exclusion, and display within the libraries, must be free of prejudice due to race or national origin, or to consideration of political, social, economic, or philosophical persuasion. Similarly, the classification, deployment, and use of library resources must be determined on reasonable principles of free access, good management, and reasonable security of materials.
- 2.2.3 Essential, too, is the freedom of inquiry by the individual. Under no circumstances should a member of the University or persons otherwise given University privileges under University policy be denied access to the libraries, their facilities and their collections, or have any limitations on use imposed, by reason of race, nationality, organizational affiliation, or the political, social, economic, philosophic, or religious views held by the individual. Since

investigation of circulation files or other registration files by persons other than the library staff could intimidate the process of free inquiry in the library, such library records must remain confidential.

### **ARTICLE 3. Collegiality**

The parties shall promote collegiality within the respective colleges at the University.

### **ARTICLE 4. Governance and Collegiality**

#### *4.1 Committee Nominations*

All faculty shall participate in the daily life of the University as part of their regular workload including:

- (A) service on committees
- (B) governance matters
- (C) co-curricular activities

The University shall involve all faculty in formulating policies governing the areas set forth in (A) through (C) above.

Procedures for selection of Association members to committees are as follows:

- (A) Nominations to College Committees<sup>1</sup>
  - (1) The most appropriate faculty shall be selected to serve on College committees.
  - (2) The parties shall consult with each other regarding committee membership.
  - (3) The Association, through its standard processes, will nominate colleagues to serve on committees.
  - (4) A Dean shall ordinarily appoint such faculty as are recommended pursuant to (3) above. If a disagreement arises (*e.g.*, a faculty member is unacceptable to the Dean), the Dean shall consult with appropriate Association representatives in an effort to resolve differences.
  - (5) A Dean may also appoint faculty to committees. In such cases the Dean shall consult with appropriate faculty representatives prior to such appointment.

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<sup>1</sup> This does not include *ad hoc* committees or task forces or non-routine committees that are normally formed to deal with matters not in the direct purview of standing committees.

- (B) Nominations to University Committees<sup>2</sup>
- (1) The most appropriate faculty and librarians shall be selected to serve on University committees.
  - (2) The parties shall consult with each other regarding committee membership.
  - (3) The Association, through its standard processes, will nominate colleagues to serve on University committees.
  - (4) The University shall ordinarily appoint faculty and librarians recommended pursuant to (3) above to serve on committees responsible for academic matters. If a disagreement arises, the University shall consult with appropriate faculty representatives in an effort to resolve differences.
  - (5) The University retains the right to appoint Association members to committees which advise the University in supervisory or managerial areas. In such cases the University shall consult with appropriate faculty representatives in a timely manner.
- (C) Protocols to facilitate faculty-administrative cooperation may include that:
- (1) The charge and responsibility of individual committees be clearly delineated, written and available for faculty and administration review.
  - (2) Steps be taken to ensure that faculty and administration representatives, as appropriate, participate in defining the charge of new committees and in communicating that charge to the University community.
  - (3) Faculty or administration input, as appropriate, be solicited in setting the agenda for committee meetings.
  - (4) Agenda for all committee meetings be written and distributed to committee members in advance of meetings.
  - (5) Written minutes be maintained for all committee meetings.
  - (6) Minutes be kept on file and, as appropriate, be available for faculty and administration review.
  - (7) Committee decisions and recommendations, as appropriate, be published.

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<sup>2</sup> This does not include *ad hoc* committees or task forces or non-routine committees that are normally formed to deal with matters not in the direct purview of standing committees.

- (8) A University committee membership list be available in designated offices in the several colleges and schools of the University. The file should carry a regularly updated record of committee memberships, designated faculty and administration representatives and a schedule of regular meetings.
- (D) The University and the Association shall involve students in decision-making processes which affect their education.

## **ARTICLE 5. Co-Determination**

5.1 Any actions or relationships between the Association and the University during the term of this Agreement, shall not be construed to be co-equal or co-management as defined by the U.S. Supreme Court in the *Yeshiva* decision in any way whatsoever. Any faculty member's role on advisory committees shall remain advisory only. The University may not file a clarification petition during the term of this Agreement.

### *5.2 Status of the Association as a Labor Organization*

If the Association has a legitimate unfair labor practice ("ULP") charge under the National Labor Relations Act ("NLRA") and if the Association wishes to pursue that ULP, it must first file the ULP with the National Labor Relations Board ("Board"). If the Association does so, the University shall agree before the Board that the Association is a labor organization under the NLRA. If the Board dismisses the ULP on the ground that the Association is not a labor organization under the NLRA, the Association may file a court action under the following conditions:

- (A) the action shall be limited solely to the claim set forth in the ULP; and
- (B) the court may not award any remedy not available if the ULP were handled by the Board.
- (C) the court shall follow appropriate Board precedent and decisions of the courts of the U.S. interpreting the NLRA as the substantive law applicable to the Association's contention that a ULP has been committed.

5.3 Nothing in this Article shall interfere with an employee's right to file a grievance against the University in accordance with this Agreement.

5.4 Any violation of this protocol by the Association shall completely relieve the University of any obligation to take the position before the NLRB that the Association is a labor organization under the NLRA.

## **ARTICLE 6. Councils**

6.1 The Dean's of each School or College and the designated Association Councils shall continue to meet regularly in order to resolve internal governance matters.

6.2 All agreements shall be set forth in writing.

## **SECTION II: FACULTY AND ADMINISTRATIVE RESPONSIBILITY FOR HUMAN RESOURCES AND CURRICULAR MATTERS**

### **ARTICLE 16. Jesuit Heritage**

In recognition of the character and heritage of the University, and notwithstanding any other provision of the Agreement, the University may appoint or retain members of the Society of Jesus or Sisters of Mercy on a priority basis.

### **ARTICLE 17. Faculty Appointments, Promotions, and Tenure**

#### *17.1 Appointment*

Appointments to the University faculty are of three kinds: term, probationary and tenured. The nature of the initial appointment of a faculty member, and any special conditions thereof, shall be specified by the University at the time the appointment is made. The University shall consult with the appropriate Association representative or department or program chair in a given school/college or department when a faculty opening occurs and prior to appointment. Final authority for all decisions on appointments rests with the University.

#### *17.2 Term Appointments*

17.2.1 Term appointments are full-time, and are ordinarily made for no more than one academic year except under Article 17.2.3(E) below. Such appointments are renewable at the option of the University, but neither the initial term appointment, nor any renewals thereof, leads to or grants tenure. Promotion is limited to those appointments made pursuant to Article 17.2.4 below.

17.2.2 A faculty member with a term appointment is terminated automatically at the expiration of the term specified unless the University renews the appointment. No notice or action by the University is required as to such termination except as provided in Article 17.2.5 below.

17.2.3 The University may make use of term appointments for the following faculty:

- (A) Individuals who are employed to replace Association members on sabbatical or special leave.
- (B) Individuals who are appointed for a limited and specific period of time to provide instruction in a disciplinary specialization or emphasis within a specialization not regularly included in the University curricula.
- (C) Individuals who are appointed to the University for a specific assignment and for a limited or specified period of time, including but not limited to faculty in teaching, research, or service programs which are funded directly or indirectly by contracts, grants, or awards from agencies

external to the University or in programs that are designated as experimental within the University's curriculum.

- (D) Individuals who, having been notified during their third, fourth, fifth or sixth year of probationary appointment that they are being terminated, non-reappointed, denied tenure, or are otherwise in their final year of employment.
- (E) Individuals who may or may not possess a terminal degree, but are qualified to teach select USF courses. Appointments shall be one to ten (10) year contract(s), or longer, renewable at the option of the University. Effective Fall 2017, the number of such faculty shall be limited to a total of one hundred (100) positions. Effective Fall 2018, the number of such faculty shall be limited to a total of one hundred and four (104). Effective Fall 2019, the number of such faculty shall be limited to a total of one hundred and nine (109). Effective Fall 2020, the number of such faculty shall be limited to a total of one hundred and fourteen (114). Effective Fall 2021, the number of such faculty shall be limited to a total of one hundred and eighteen (118). These positions shall not be used for the purpose of replacing tenure-track appointments.
- (F) The Provost shall include the Association President in the annual June Provost Council meeting each year to review anticipated term faculty allocations for the upcoming academic year. One week prior to the Provost Council meeting, the Provost shall provide the Association President a list of term faculty from the prior academic year.
- (G) Once a semester, the Provost shall meet with up to 3 Association members to review the anticipatory term faculty allocations.

17.2.4 A term faculty member who is not renewed after 6 years of continuous, full-time service may be terminated by the University by a written notice given to him/her on or before June 1 of that year. The termination shall be effective as of June 30 of the subsequent year. The University, at its sole discretion, may elect on or before June 1 of the year in which notice is given to make the termination effective as of June 30 of the year of which the notice is given by paying severance pay on the date of termination. Severance pay shall equal one-half of the last annual salary received by the terminated faculty member and health benefits, if any, as provided by law and University policy. Severance pay for those with 15 years of continuous service shall equal 60% of the last annual salary received by the terminated faculty member and health benefits, if any, as provided by law and the University policy. A term faculty member may not grieve or arbitrate a non-renewal; however, nothing in this Article precludes the faculty member from meeting with the Dean and requesting reconsideration.

17.2.5 Term faculty shall be eligible to apply for promotion, as set forth in Articles 17.6 through 17.9, subject to the following exceptions:

- (A) Titles for term faculty shall be Term Instructor, Term Assistant Professor, Term Associate Professor, and Term Full Professor.
- (B) Effective Spring 2017, the University will no longer use the designation “term” in external publications or the external USF website when referring to term professors.
- (C) Candidates who have six (6) or more years of service at the University shall be evaluated on (i) teaching experience and ability, and (ii) service to the University and to the profession or the community, as both are defined in Articles 17.9.6 and 17.9.8, respectively.
- (D) The standard for promotion shall be superior in teaching and superior in service.
- (E) In no event shall term faculty accrue seniority or tenure other than in regard to the assignment of offices and parking.
- (F) Prior credit at other institutions does not count towards promotion.
- (G) Candidates may grieve whether the decision for promotion was arbitrary, discriminatory or capricious.

### 17.3 *Probationary Appointments*

- 17.3.1 Probationary appointments are full-time appointments which are subject to termination by the University on the terms set forth herein. Faculty members with probationary appointments are eligible for tenured appointments in accordance with the terms and procedures set forth herein. The probationary period for faculty shall be six (6) years.
- 17.3.2 A faculty member with a probationary appointment in his or her first year of service at the University may be terminated by the University by a written notice given to him or her on or before March 15th of the first year. The termination shall be effective as of June 30th of the same year.
- 17.3.3 A faculty member with a probationary appointment in his or her second year of service at the University may be terminated by the University by a written notice given to him or her on or before December 15th of the second year. The termination shall be effective as of June 30th of the following calendar year.
- 17.3.4 A faculty member with a probationary appointment in his or her third, fourth, fifth or sixth year of service at the University may be terminated by the University by a written notice given to him or her on or before June 1st of that year. The termination shall be effective as of June 30th of the subsequent year and the appointment for the subsequent year shall be deemed to be a term appointment. The University, at its sole discretion, may elect on or before June 1st of the year the notice is given to make the termination effective as of June 30th of the year in

which the notice is given by paying severance pay on the date of termination. Severance pay shall equal one-half of the last annual salary received by the terminated faculty member and health benefits, if any, as provided by law and University policy.

- 17.3.5 Credit for service at another college or university or for part-time or full-time term service at the University will be disregarded for purposes of calculating whether, with respect to timely notice due, a faculty member with a probationary appointment is in his or her first, second or third year of service at the University.
- 17.3.6 Non-reappointment of a faculty member in his or her first, second or third year of a probationary appointment shall not be arbitrable. Nonreappointment of a faculty member in his or her fourth, or fifth year of probationary appointment shall be subject to the grievance and arbitration procedure contained in Article 39 and 40 of the Agreement. However, the grounds for appealing non-reappointment to arbitration for faculty eligible to grieve shall be limited to one issue: whether the grievant demonstrates the decision for non-reappointment was arbitrary, discriminatory or capricious.
- 17.3.7 Notice of denial of tenure for a faculty member in his or her *sixth* year of a probationary appointment shall constitute notice of termination, as will the failure of such a faculty member to apply for tenure during his or her *sixth* year of a probationary appointment within the time specified. A denial of tenure shall be subject to the grievance and arbitration procedure contained in Article 39 and 40 of the Agreement. An arbitrator may not award promotion or tenure to a probationary faculty member except as expressly provided for in Articles 39 and 40 of this Agreement.
- 17.3.8 Notices shall be effective if delivered to the faculty member's office on campus by the date specified, or if mailed by certified mail, one day prior to the date specified to the faculty member's residence as last reported by him or her to the University Human Resources Office.
- 17.3.9 Nothing in this Agreement shall be construed to abrogate a terminated probationary faculty member's rights to seek redress in the courts on the basis that the termination was contrary to federal or state law, but no rights under this contract shall be deemed to exist except as set forth in 17.3.6 above.
- 17.4.0 Written notice of termination as referred to in 17.3.2, 17.3.3, and 17.3.4 above shall include the reason(s) for such termination. Such written notice, including the reasons for termination, is provided for the personal information of the terminated faculty member only, and shall not be used by the terminated faculty member and/or the Association in any external complaint, protest or appeal.

#### 17.4 *Tenured Appointments*

These are full-time appointments for continuous service as a faculty member subject to termination or layoff by the University on the basis of procedures set forth in this Agreement.

## 17.5 *Tenure and Promotion*

### 17.5.1 TIME LIMITS

- (A) The maximum period of service in a probationary appointment as a faculty member at the University shall be six (6) years. A faculty member with a probationary appointment shall be considered for tenure during the sixth year of service as a full-time member of the faculty of the University. If a faculty member is not granted tenure by the University in accordance with the procedures set forth in this Article by the end of the sixth year of the probationary appointment, the faculty member shall be terminated in accordance with the provisions for termination of Article 17.3.7.
- (B) Probationary and tenured faculty members who previously have had full-time service at a rank of Instructor or above at other colleges or universities, or as full-time term faculty at the University, may be entitled to a reduction of up to three (3) years of the maximum period of service in a probationary appointment or in rank of Associate Professor on the basis of a reduction of a year for each such year of service and such credit must be specified in writing by the Provost at the time of the initial appointment, or within the first year of appointment. Term faculty members are not entitled to the reduction described above.
- (C) Term faculty members must have a minimum six (6) years cumulative service at USF to be eligible to apply for promotion.

## 17.6 *Criteria for Appointment to Probationary and/or Tenured Faculty Ranks*

17.6.1 Faculty ranks are Instructor, Assistant Professor, Associate Professor, Professor, and Professor Emeritus. Full-time faculty appointments to the University shall generally be made according to the criteria below; these are not the standards for promotion or tenure, as described in 17.9 of this Article. In other words, appointment to the rank of Associate or Full Professor shall not imply that a candidate has automatically satisfied the standards for promotion or tenure as set forth in this Article.

17.6.2 All faculty appointments shall be at the rank of Assistant Professor or higher and shall possess the doctoral degree or its equivalent. However, in those cases where the University appropriately advertises an opening for a faculty position but is unable to fill that position with a person qualified for the rank of Assistant Professor or higher, that position may be filled as a term appointment at the rank of Instructor.

- (A) The criteria for appointment to the rank of Instructor are possession of a master's degree (or equivalent) and evidence of potential for effective teaching, as determined by the University.
- (B) The criteria for appointment to the rank of Assistant Professor are possession of the doctoral degree, appropriate terminal degree, *e.g.*, MFA, or the equivalent (usually interpreted as preparation and training comparable to the accepted doctoral or terminal degree program in time, continuity, professional standards and applicability to the field of specialization; *e.g.*, degree from a foreign institution), and evidence indicating promise of teaching, scholarship and service performance of a high order of effectiveness and professional growth and achievement, as determined by the University.
- (C) The criteria for appointment to the rank of Associate Professor, in addition to the prerequisites for Assistant Professor, are six (6) years of full-time teaching experience at the college or university level; teaching excellence; scholarly publications and research of merit; and service to the Academy, the profession or the community, as determined by the University.
- (D) The criteria for appointment to the rank of Professor, in addition to those for Associate Professor, are ten (10) years of full-time teaching experience at the college or university level or its equivalent; teaching excellence; scholarly publications and research of great merit; outstanding service to and leadership in the Academy, the profession or the community, as determined by the University.
- (E) The University may, at its sole discretion, waive time in rank set forth in (C) and (D) above.

### *17.7 Procedures for Applying for Promotion or Tenure*

On or before April 1 of every academic year, the Dean shall remind faculty in a respective school or college that eligible faculty who wish to apply for promotion or tenure should notify the University of their intentions to apply for promotion or tenure by April 15. Faculty must submit publications (if any) and/or creative work (work published or formally accepted for publication) by July 1. However, all applicants for tenure and/or promotion may submit to the College-wide Peer Review Committee an update related to the research materials in their applications by November 15<sup>th</sup> of the year in which they are being considered for tenure and/or promotion. The materials submitted in the update should be limited to research, creative and artistic work that was completed prior to the preceding April 15<sup>th</sup> and listed as "pending" in their application. This update should include a copy of the official notification documenting the results of the review process. These publications will be externally reviewed.

#### *17.7.1 Procedures for Applying for Promotion or Tenure*

Before April 15<sup>th</sup> of every academic year, the Dean shall remind faculty in a

respective school or college that eligible faculty who wish to apply for promotion or tenure should notify the University of their intention to apply for promotion or tenure by April 15. Faculty must submit publications (if any) and/or creative work (work published or formally accepted for publication) by July 1st. These publications will be externally reviewed. All applicants for tenure and/or promotion may submit to the college-wide Peer Review Committee an update to the research materials in their applications by November 15th of the year in which they are being considered for tenure and/or promotion. The materials submitted in the update should be limited to research, creative and artistic work that was completed prior to the proceeding April 15th and listed as "pending" in their applications. This update should include a copy of the official notification documenting the results of the peer review process. Faculty members may recommend up to four (4) external reviewers for consideration by the Dean. The external reviewers should not be close personal acquaintances or friends of the faculty member, nor should they have been substantive collaborators or doctoral supervisors of the candidate, but may be known on a collegial basis. Of the four external reviewers, the Dean shall make a good faith effort to engage the services of at least one reviewer recommended by the faculty member. Beginning April 15, 2017, all applications shall be submitted online. Candidates may however submit books, creative and artistic work and other materials that are not able to be digitized in their original format. Reasonable duplicating cost and those associated with the purchase of books directly relevant to the candidate's promotion and tenure file shall be paid by the University. Candidates may also apply to the Provost for exceptions in cases where difficulties arise with the online submission of materials. The Provost shall have the right to approve or deny such exemptions. All reasonable requests shall be granted and denials can be the subject of a grievance.

17.7.2 On or before September 15th of the year in which a faculty member wishes to be considered for promotion or tenure (the sixth year of a probationary appointment in the case of tenure, and any year in which a faculty member is or will become eligible for promotion according to 17.9.5 below), the faculty member shall file an application with the Dean in accordance with the guidelines for peer review and standards and criteria as set forth in this Article. The application shall be made on a form available upon request from the Dean. It is the responsibility of the faculty member applying for promotion or tenure to provide the Dean with all relevant materials, and to review the entire application and all accompanying materials to ensure all documents and supporting materials have been submitted pursuant to procedures outlined in this Article.

## 17.8 *Peer Review Procedures*

17.8.1 There shall be two types of faculty peer review committees:

- (A) School or College-wide peer review committee.
- (B) University-wide peer review committee.

(1) Composition

*The College-Wide Peer Review Committee*

The members of the College-Wide Peer Review Committees shall be elected under the aegis of the Policy Board, normally through elections conducted by the various councils of the schools or colleges. This committee shall be composed of at least three (3) distinguished full professors (tenured) and no more than two (2) associate professors (tenured). The committee shall be composed of five (5) individuals elected by all full-time bargaining unit faculty consistent with College procedures and the provisions of Article 18. The committee shall elect a chair.

Deviations from the above shall be by mutual written agreement between the parties.

*The University-Wide Peer Review Committee*

This committee shall be composed of fifteen (15) scholarly and distinguished faculty. This committee shall be composed of at least nine (9) distinguished full professors (tenured) and up to three (3) associate professors (tenured). Individuals shall come from each of the schools (and colleges) represented by the Association. Faculty shall be elected under the supervision of the Faculty Association. However, all tenured full-time faculty shall be eligible for election and service on this committee. The committee shall be constituted with representation approximately proportional to the number of full-time faculty in each school or college. The committee shall elect a chair. At this time, the constitution shall be:

|  |          |
|--|----------|
| School of Management:                        | 3        |
| School of Education:                         | 2        |
| School of Nursing and Health Professions:    | 2        |
| <u>College of Arts (6) and Sciences (2):</u> | <u>8</u> |
|  | 15       |

Deviations from the above shall be by mutual written agreement between the parties.

The charge of both committees shall be to review, without exception, all applications submitted by faculty members of the bargaining unit for promotion or tenure. Such reviews shall be made at meetings called for this purpose.

17.8.2 Procedures

- (1) It is the responsibility of the faculty member applying for promotion or tenure to provide the Dean with all relevant materials for consideration. The faculty member shall review the entire application and all accompanying materials to ensure all documents and supporting materials

have been submitted pursuant to procedures outlined in this Article. Absent their review, the file will be deemed complete for purposes of consideration of an applicant for promotion or tenure. Applications shall include an application form, a *vitae*, publications, teaching evaluations and specific committee assignments and shall also include all other relevant material, including ACP forms if the candidate desires their inclusion. The application and all supporting materials shall be submitted to the Dean. The Dean shall have up to three (3) weeks to review the application materials and notify the faculty member in cases where the application or accompanying materials appear to be incomplete. Such notification shall be in writing and identify specific items where the application or accompanying materials are incomplete. Upon receipt of this notification a faculty member shall, within ten (10) days, forward (in writing) missing or incomplete items to the Dean. Failure by the faculty member to forward these items in application materials to the Dean shall not obligate the University to consider such items nor shall such failure be used as a basis for ruling (by a peer review committee) that a denial by the University is unjust. The Dean shall forward all application materials to the College-wide Peer Review Committee by November 15. The Dean shall provide outside reviews (if such exist) to the College-wide Peer Review Committee and the University-wide Peer Review Committee. The identity of individual reviewers shall remain confidential.

- (2) At the sole discretion of the candidate, the candidate may ask departmental colleagues to review the application and supporting materials and forward a written recommendation to the Dean and the Peer Review Committees.

#### *College-wide Peer Review Committee*

- (3) The College-wide Peer Review Committee shall meet and review all candidate files forwarded by the Dean. The committee shall have access to official University Teaching Evaluation data.
- (4) The committee shall, by vote, evaluate a candidate's performance in each of the areas described in Article 17.9 as either superior, adequate or inadequate. The committee or individual committee members may also write a narrative on each candidate setting forth the strengths and weaknesses of each candidate. Such narratives shall accompany the vote.
- (5) During the time the committee is considering a candidate for promotion or tenure, the committee shall meet once with the Dean if the Dean or committee requests a meeting. The sole purpose of the meeting shall be an opportunity for the Dean and the committee to discuss the application(s) and supporting materials of all college candidates for promotion and tenure. The committee and the Dean may, at their discretion, meet on other occasions.

- (6) A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire committee membership. Should an application receive less than a majority recommendation, the committee shall be considered not to have made a recommendation.
- (7) The chair of the College-wide Peer Review Committee shall forward the complete voting record (i.e., how many committee members rated the candidate superior, adequate or inadequate in each area) and the written narratives or recommendations, if any, of the committee to the chair of the University-wide Peer Review Committee, the Dean, the President of the Association and the candidate by December 15. However, the candidate may not appeal this recommendation until formal written notification is received from the University.
- (8) All information and documentation referred to above shall remain strictly confidential.

### 17.8.3 *University-wide Peer Review Committee*

- (1) All recommendations of the College-wide Peer Review Committee shall be forwarded (with the application and all supporting documentation and appended materials) by the chair of that committee to the chair of the University-wide Peer Review Committee, and the Dean by December 15.
- (2) The University-wide Peer Review Committee shall meet to discuss and consider each faculty applicant for promotion and tenure within thirty (30) days of receipt of the recommendation from the College-wide Peer Review Committee. The committee shall have access to official University Evaluation Teaching data.
- (3) The Committee shall by vote, evaluate the candidate's performance in each of the areas described in Article 17.9 as either superior, adequate or inadequate. The Committee may also write a narrative on each candidate setting forth the strengths and weaknesses of each candidate. Individual committee members are also free to write a narrative and a recommendation on each candidate.
- (4) The Dean or chair of the College-wide peer Review Committee may request a conference(s) with the University-wide Peer Review Committee. At the request of the Dean or chair, the Committee shall meet with the requesting party.
- (5) The chair of the University-wide Peer Review Committee shall forward the complete voting record (i.e. how many Committee members rated the candidate superior, adequate or inadequate in each area) and the written narratives or recommendations, with all supporting documentation to the President of the Association by February 15. The narratives on each

candidate if any, shall be considered by the University Promotion and Tenure committee. They shall also be sent to the chair of the College-wide committee and to the candidate.

- (6) All information and documentation referred to above shall remain strictly confidential.

#### 17.8.4 *University Promotion and Tenure Committee*

The University Promotion and Tenure Committee, appointed by the Provost, shall meet to review, recommend or deny applicants for promotion and tenure. The date of official notification shall be no later than March 21st of the academic year in which an applicant is considered for promotion or tenure.

#### 17.9 *Standards for Granting Promotion or Tenure*

17.9.1 The three categories in which the applicant is to be judged are: (a) teaching experience and ability; (b) service to the University and to the profession or the community; and (c) research or other creative work.

17.9.2 In appraising a candidate's qualifications for tenure or promotion, the weighing of the performance within the three categories set forth above may vary with the individual, his or her duties and the needs of the College. It cannot normally be expected that the candidate will demonstrate outstanding merit in all three categories. He or she must, however, possess outstanding or superior qualities in at least two categories, and adequacy of performance in the third category, and, in all cases, give evidence of a creative and scholarly mind.

17.9.3 In general, work performed before coming to the University is the basis for appointment. For tenure or the first promotion since appointment, all of a candidate's scholarly work will be considered; however, greater weight will be given to scholarship produced since appointment to the University, and in all cases the candidate will be expected to have met criteria at the appropriate level as described in this Article. In the evaluation of teaching and service for tenure or the first promotion subsequent to appointment, work performed since appointment will be considered. For any subsequent promotion, work performed since the previous appointment or promotion will be accorded greater weight.

17.9.4 In rare instances, extraordinary and outstanding individuals may, upon approval of the Provost, be granted tenure upon appointment. Tenure at the University will not normally be awarded until the individual has at least three (3) years of full-time teaching experience at USF.

17.9.5 For candidates appointed at the Assistant Professor level, the first promotion (to Associate Professor) shall be linked with the tenure decision. Promotion to Associate Professor requires at least six (6) years' full-time service, while promotion to Full Professor requires at least ten (10) years' full-time service. Exceptions to these criteria and procedures may be granted only by the Provost,

and must be in writing. Such exceptions shall not be subject to Article 38 of this Agreement or set precedent. Any individual holding a faculty rank may be granted tenure by the University at any time. At the sole discretion of the University, the University may consult with appropriate departmental or school faculty concerning such appointments.

17.9.6 *Teaching experience and ability* relates to the effort associated with a faculty member's specific course assignment as well as for courses the faculty member has taught or is projected to teach. The teaching standard includes performance in the classroom, course preparation, tutoring and assisting students in course or dissertation work, assessing student learning, advising, and other activity directly associated with course(s) assigned to a particular faculty member, including activities that are aimed at upgrading the faculty member's knowledge and skills in his or her teaching area. The results of the descriptionnaire specified in Article 19.1.2 must be submitted with the application for promotion or tenure. Other evidence of teaching effectiveness includes, but is not necessarily limited to:

- (A) Course syllabi, course objectives, instructional materials, and tests.
- (B) Videotapes of the applicant's teaching.
- (C) Invited presentations to others' classes.
- (D) Records of supervision of independent study courses, honors theses, graduate theses and dissertations, field trips, internships, and practice.
- (E) Records of relative performances of the applicant's sections of multisection courses.
- (F) Development of new courses and labs, or new approaches to teaching.
- (G) Publication of books or articles on teaching methods.
- (H) Enrollment in courses or programs designed to improve teaching.
- (I) Written evaluations by colleagues and/or students.
- (J) Assessment of students' achievement of specific learning outcomes in courses taught by the faculty member.

17.9.7 *Research or creative and artistic work* is the scholarly activity associated with gaining a greater understanding of a faculty member's field or professional discipline, contribution by the faculty member to the field of knowledge associated with his or her profession, and significant practical application of scholarly activity to the field, including works of artistic merit. While publication in the various scholarly journals and presses remains as a primary measurement of research, this is not the sole criterion that should be employed. In some instances, scholarly journals may not be the most relevant measure of research within a

faculty member's field (e.g., works of art, original plays, artistic performance and production, etc.); similarly, in some instances a significant practical application of already established scholarly knowledge may be considered within a particular school or college as a very effective form of scholarly activity. However, in all cases, the scholarly activity must represent a significant contribution to the discipline or professional field, and this contribution must be verified by recognized experts in the field.

- (A) The candidate shall submit evidence of meritorious research or other creative work. Evidence shall include, but not be limited to: publications and manuscripts; documentation of public performances; computer software relevant to research, audio or video tapes, motion pictures, and similar materials made for professional use and publicly distributed; the award of research grant or contract; or an address given to a symposium, conference, or meeting; or other professional recognition.
- (B) The candidate shall document this research or other creative work by submitting full bibliographic detail. Five (5) copies of each publication, manuscript, or other research or creative materials (a program from a public performance, for example) shall be submitted along with any evaluations by colleagues, reviews, citations by others in the field, awards and other scholarly recognition, requests for reprints, or other scholarly correspondence which the candidate chooses to include. Manuscripts accepted for publication will be considered published research only when accompanied by a letter of acceptance from the publisher. The candidate shall clearly distinguish among published research, research accepted but not yet published, research submitted but not yet accepted, and all other research.
- (C) In evaluation of the merits of such research or other creative work, more weight shall be given to original authorship than to editorial activity, more weight to articles in refereed journals than in non-refereed journals, more weight to non-refereed journals than to self-published or unpublished materials. Other factors to be considered in evaluating merits of the research or creative endeavor include its significance, originality, or usefulness, the academic standing of the publication, and the extent of the candidate's role in cases of multiple authorship. The University shall not allow its own philosophical, political, or religious beliefs to influence the judgment of the worth of the research.

17.9.8 *Service to the University and to the Profession or the Community* is the contribution by the faculty member to the community life of the University, to the greater community in which he or she works or resides, and to the profession. The form of service may vary, but it is either in addition to or separate from that which is associated with teaching or research.

Evaluation of service under this category shall be based upon the relative importance of the applicant's contribution of service, including the duration and

level of the service rendered. Greater weight shall be given to the quality of service and the significance of the candidate's contribution, as validated by evidence submitted as part of the application, than to apparent quantity of service as exemplified, for example, by a lengthy list of committee assignments. The University shall not allow its own philosophical, political, or religious beliefs to influence the judgment of the worth of the service. Service to the University, the profession, and the community includes, but is not limited to, the following specific examples:

(1) SERVICE TO THE UNIVERSITY

- (i) Service to the USF Faculty Association.
- (ii) Service to students (including advising, career counseling, presentations of lectures on special topics, participation in panel or group discussion, directing field trips, supervising independent study projects, serving as faculty moderator of a student activity and engaging in extra-curricular academic activities with students and involvement in student affairs programming).
- (iii) Service to the academic community (including presentations of lectures, participation in seminars, developing research proposals with other faculty members, serving on committees, study groups, and task forces, and lending one's professional expertise to other faculty members for their benefit).
- (iv) Service to the University (including significant service to the offices of the University, such as University Development (including the Alumni Association), Student Development, special student services, and the Office of Admissions).

(2) SERVICE TO THE PROFESSION

Professional service includes membership in professional organizations, attendance at their meetings and conferences, organizing such meetings, service as a discussant of papers read by others or being a panel member at such meetings, holding office in organizations, receiving awards and recognition from such groups, and contributing consultative, advisory, or editorial service in a professional capacity. (Being paid for such services shall not automatically render them unworthy of consideration in this category; the University shall exercise judgment concerning the role of financial recompense in the service.)

(3) SERVICE TO THE COMMUNITY

Community service includes a wide range of activities directed toward local, state, or national groups. Examples of such service include lectures, panel discussions, radio and television appearances, membership on

advisory boards or civic committees; involvement in community, political, or charitable organizations, service to religious bodies, or to the government, and involvement in youth and citizen recreation programs.

#### 17.9.9 Criteria to Evaluate Teaching Experience and Ability; Service to the University and to the Profession or the Community; and Research or Creative Work

In order to be considered for promotion or tenure, a faculty member must be judged to be superior in two of the three categories listed in 17.9.1, and at least adequate in the third. The terms (“adequacy”) and (“superiority”) are defined below. The standards for promotion to Full Professor are more stringent than those for promotion of Associate Professor. Standards for promotion to Associate Professor are more stringent than those for appointment to Assistant Professor. While the standards for tenure are identical to those for promotion to Associate Professor, a faculty member must be considered and reviewed for promotion and tenure in all cases; e.g., criteria for tenure and promotion must be met, unless such are waived pursuant to 17.9.5.

These criteria, or the relative importance assigned to them, can be modified by the University, in order to meet the specific needs of the school or college, or to take into account the relative weights of teaching, research and service reflected in an individual faculty member’s workload. Modification of these criteria in the case of an individual will be by mutual, written agreement between the University and the faculty member only.

#### **Teaching**

##### *Adequacy:*

Teaching evaluations consistently at or above average for the school or college.

Course syllabi and/or accompanying instructional materials that show evidence of continuing scholarship, and periodic review of instructional materials and methods.

Substantive contribution to curriculum at the department, program, College or University level, supported by evidence, for example, letters from departmental or program colleagues, chairs or directors.

##### *Superiority:*

Teaching evaluations consistently significantly above the average for the school or college.

Course syllabi and/or accompanying instructional materials that show evidence of continuing scholarship, and periodic review of teaching materials and methods.

Quality of instruction is validated by evidence from varying sources such as, e.g., recognition of professional associations, colleagues, University or College adoption of original materials, etc.

Substantive contribution to curriculum development at the College or University level or especially distinctive contribution at the department or program level, supported by evidence, for example, letters from departmental or program colleagues, chairs or directors.

### **Research**

#### *Adequacy:*

Consistent, current and active research program and results, as evidenced, *inter alia*, by scholarly books or refereed journal articles, artistic works in juried exhibitions.

#### *Superiority:*

Consistent, current and active research (or artistic) program and results of distinction, recognized nationally or internationally in the field, and evidenced, *inter alia*, by a significant record of scholarly books or refereed articles published by prestigious publishers or journals or juried exhibitions of artistic works.

For promotion to Full Professor, superiority in this category shall require that the candidate's scholarship or artistic works be of great merit.

### **Service**

#### *Adequacy:*

Consistent, current and active service program, with at least one major service contribution of high quality, as validated by evidence submitted with the application, for example, letters from departmental or program colleagues, chairs or directors.

#### *Superiority:*

Consistent, current and active service program, with a significant number of major service contributions of high quality, as validated by evidence submitted with the application, for example, letters from departmental or program colleagues, chairs or directors.

For promotion to Full Professor, superiority in this category shall require outstanding service to and leadership in the University, the profession or the community.

## **ARTICLE 18. Peer Review Elections**

### *College-Wide Elections*

#### *Peer Review Committees*

Deans will discuss the college-wide election procedures with the Association Executive Council in each college. The Executive Council and Dean will discuss and agree on election procedures. The Executive Council will run the election provided that:

- (1) all full-time faculty will be given an opportunity to vote;

- (2) ballots will be secret and in writing.

The University has the right to challenge committee members based on the criterion of “distinguished.”

## **ARTICLE 19. Professional Responsibilities of the Faculty**

- 19.1 The professional duties of the faculty include, but are not limited to: Effective teaching, professional development, dignified representation of the University in public affairs, participation in the programs of professional societies, and maintenance of professional and ethical relations with one’s colleagues and the University Community—these are among the professional responsibilities of the faculty. To these should be added the following specific responsibilities:

### *19.1.1 Full -Time Service*

A full-time faculty member is expected to perform teaching duties in accord with established requirements of the University and of the particular school or college to which the faculty member is assigned; pursue professional development and the enhancement of both the public good and the prestige of the University through research and scholarly publications; advise students and assist with their registration; maintain regular office hours; participate in commencement exercises; serve on University and/or College committees; attend College, department and program meetings; participate in the activities of the department, College and University; and perform other institutional tasks characteristic of the academic profession.

### *19.1.2 Evaluation of Instruction*

Every member of the faculty shall allow student teaching evaluation for each course in each semester. The instrument used shall be a standardized instrument mutually agreed upon by the USFFA and the University. Deans shall provide the results to the faculty member.

### *19.1.3 Intent to Stay*

If, upon timely request by the University, no notice is received from the individual faculty member by July 1st indicating his or her intent to remain with the University, the University shall consider the faculty member to be terminated.

### *19.1.4 Commencement Exercises*

All Association members are required to attend the annual Commencement exercises, in cap and gown. Permission to be absent from these exercises may be given by the Association member’s Dean.

### *19.1.5 Changes of Class Hours or Classrooms or Examination Times*

Faculty members are not authorized to change hours of classes or rooms assigned without the written approval of the appropriate Dean. Nor should the faculty member announce such changes to the students prior to receiving approval from the proper authorities. The Registrar, after receiving information of all changes in class hours and classrooms approved by the Dean, has the responsibility for

effecting such changes and informing those concerned. When semester exams are given, they must be administered according to the published schedule. Any exceptions must be obtained in writing beforehand from the Dean.

#### *19.1.6 Cancellation of Classes*

- (A) Faculty members have an obligation to meet all their scheduled classes and to hold class throughout the whole of the scheduled time. However, it is recognized that exceptions may exist. Any deviation from regularly scheduled class meetings must be reported by the faculty member to his or her Dean. If the Dean objects to the deviation, he or she may ask the faculty member to adhere to normal scheduling.
- (B) When a faculty member is forced by illness or other indisposition to cancel class, the students and the Dean should be informed before the class is scheduled to meet, if possible.
- (C) A faculty member who, for good reasons other than illness, needs to be absent from class for a short period must request permission from the Dean. If permission to cancel classes is given, the Registrar should be notified.

#### *19.1.7 Faculty Availability*

All full-time faculty members must be available for service at the University throughout the academic year. (The academic year begins three business days preceding the day on which undergraduate classes begin in the fall semester and ends with Commencement exercises in the Spring semester.)

There will be a two-day fall break the Monday and Tuesday of the 1<sup>st</sup> and 2<sup>nd</sup> week of October. The Fall Break proposal will be implemented in 2009-2010 and 2010-2011. The new schedule will be reevaluated by a joint committee by November 15, 2010 for 2011-2012. Librarians can take one day off with pay during the fall break. The final language will be worked out by the parties.

The University shall retain the student study/review days in both semesters (Spring/Fall).

#### *19.1.8 Office Hours*

Each full-time faculty member is expected to keep regular office hours on a schedule to be approved by the Dean and be available to students and advisees without previous appointment. The hours should be distributed so as to be of maximum availability to students. The schedule should be posted and strictly observed. Where non-teaching obligations require additional office hours, these should be provided.

#### *19.1.9 Tutoring One's Own Students*

A faculty member may not be recompensed beyond his or her regular salary for tutoring his or her own students.

*19.2.0 Curriculum Oversight*

It is the responsibility of faculty to play an ongoing and sustained role with colleagues in overseeing and revising the curricula, when necessary, offered in department(s) or program(s).

*19.2.1 Conduct in the Classroom*

The instructional staff, in the classroom and in conference, should encourage relevant discussion, inquiry, and expression. Student performance in the classroom should be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to the academic objectives of the University.

19.2.2 Faculty shall have the right to eject, for a specified period of time, a student whose conduct is disorderly, disruptive or obstructive (shouting or making bothersome noises, speaking out of turn repeatedly or otherwise disrupting the orderly classroom process). In such cases, faculty must inform the Dean, in writing, of the reasons why the student was required to leave the class. Such a student shall have the right to appeal this decision to the Dean.

*19.2.3 Protection of Freedom of Expression*

Students of the University are free to take reasoned exception to the data or views in any course of study and to reserve judgment about matters of opinion. The students are responsible for learning the content of any course of study for which they are enrolled.

*19.2.4 Protection Against Improper Academic Evaluation*

Students shall have protection through orderly procedures against prejudiced or capricious academic evaluation as specifically provided for in 19.2.5. At the same time, students are responsible for fulfilling standards of academic performance for each course in which they are enrolled.

19.2.5 Without limiting the generality of the foregoing, students of the University shall have the following rights:

- (A) The peaceful advocacy of any personal academic opinion, even if it may contradict stated University principles, is consonant with the rights of an individual living in a free society. Students may represent without penalty any academic opinion in or out of class, but may be required to demonstrate knowledge of views contrary to their own in order to fulfill course requirements.
- (B) No major tests shall be administered and no major papers shall be assigned during the seven (7) calendar days preceding the final examination week. The only exception will be combination lecture laboratory courses, where the laboratory portion of the course may be scheduled for examination.
- (C) The student shall receive from his or her instructor during the first week of class a written syllabus on paper and posted online within the University's

Learning Management System of the work and research expected of the course in which the student is enrolled; such an outline, which shall not be used for purposes of evaluation by the University, shall include term papers and research papers of substantial proportions, and the approximate date on which such assignments are due.

- 19.2.6 When a student believes that his or her final grade for a course was unfair, the student may use the process described herein to seek resolution of the matter. The burden of proving a claim of an unfair grade (e.g. discrimination, unjust treatment, or errors in calculation) rests with the student. Grades are awarded or changed only by the course instructor or through this appeals process. An appealed grade may be raised or lowered during the course of this appeals process. The parties should make every effort to achieve consensus and to resolve conflicts at the lowest level and as quickly as possible, especially in cases where a student's timely academic progress is in jeopardy.

At any stage of this appeal, a case may also be placed before the Academic Honesty Committee. Such report should be written. At such time, all concerned parties shall decide whether or not to return to the procedure set forth in this Article. It is understood that the Academic Honesty Committee does not have the authority to alter a student's grade. The Academic Honesty Committee and its policies are established and maintained at the sole discretion of the University and are not subject to this Agreement.

- (A) Should this Article be subject to dispute, the following conditions shall apply:
1. Any recommendations from the committee(s) set forth in this section shall not be binding in any way on the University's judgment on grading policies. Such decisions shall refer only to the specific case being appealed. In addition, this provision shall not be subject to the grievance and arbitration procedures.
  2. If the Association and the University failed to follow procedures as set forth in this section of the Article, the specific issue of whether the University and the Association followed procedures in the specific appeal shall be subject to the grievance and arbitration procedures. In such cases the arbitrator shall limit his or her decision to this issue.

The student must direct an appeal in writing to the course instructor involved within the first 30 days of the next semester for the fall and spring semesters or 30 days after the mailing of grades for Intersession or Summer Session. The appeal must include presentation of whatever evidence of unfair evaluation the student believes is relevant. Once the time limit has expired, an appeal will not be taken forward unless the student could not reasonably have known about the alleged injustice within that time; in that case the student must appeal within 30 days of

discovering the alleged injustice. It is the responsibility of all parties to make every effort to resolve their differences between themselves and informally.

If at any stage of the grade appeal process an allegation of academic dishonesty becomes known for the first time, this Grade Appeal Process shall be suspended and the case referred to the Academic Honesty Committee. The Academic Honesty Committee will make a written report of its findings to the parties involved. If the Academic Honesty Committee finds the student did not engage in academic dishonesty, the student may decide whether or not to return to the Appeal Process for Change of Grade. If the Academic Honesty Committee determines the student engaged in academic dishonesty, then the instructor's grade will stand and the student may not return to the Appeal Process for Change of Grade. The Academic Honesty Committee does not have the authority to alter a student's grade and may not consider in any way the merits of the grade itself; the only questions are whether academic dishonesty did occur, and if so, what the appropriate sanction(s) should be.

At any stage, any of the parties may invite the University Ombudsperson to help facilitate an agreement.

#### **DEAN CONSULTATION PROCESS**

The parties may decide to expedite the appeal procedure by consulting the dean (in the school or college within which the course resides) for an informal resolution. If they decide to consult the dean, the dean's decision shall be final and binding and may not be appealed. If the student and faculty member cannot resolve the matter between themselves within 30 days and do not agree to consult the dean, the student may appeal through the formal process below. If the faculty member is absent from campus or otherwise unavailable during the 30 days, then the student may proceed directly to the formal process below.

#### **GRADE APPEAL COMMITTEE PROCESS**

Adherence to the time requirements listed below in the formal process are the responsibility of the faculty member and the student. If the student does not adhere to them, then the instructor's grade will stand. If the faculty member does not adhere to them, then the student may appeal to the dean of the college in which the course was offered to expedite the process. If the faculty member still fails to respond in a timely manner the student may proceed with the appeal directly to the appropriate dean or to Step Two of the Committee Process. This choice will be at the student's discretion.

#### **STEP ONE**

The first step in the Committee Process is for the student and instructor mutually to select another full-time faculty member within the same school or college as the course instructor. This mutually selected faculty member (the third-party faculty member) shall examine all relevant evidence presented by the two parties and make a recommendation. The third-party faculty member shall be chosen within two weeks after the appeal is presented and shall render a recommendation within one week after examining the evidence. Upon request by the student, time

limits may be extended in order to accommodate the Intersession or Summer Session calendars.

If the student and the course instructor cannot or do not agree on a third-party faculty member, then the chair of the department or the faculty coordinator of the program involved shall make this selection. If the course instructor is also the chair or coordinator and cannot agree with the student on a suitable third-party faculty member, the student may move directly to Step Two.

In addition to the third-party faculty member, a qualified student (i.e., any undergraduate or graduate student in good academic standing, with at least a 3.0 GPA, within the college in which the appeal is being processed) may be selected, at the sole discretion of the student who has appealed, to assist the student in any appropriate manner, whether as an advocate, another mediator, or an observer.

The third-party faculty member shall make his or her written recommendation to the student and instructor simultaneously. The objective shall be to reach consensus based on the third-party faculty member's recommendation.

The third-party faculty member shall complete a Step One Grade Appeal Form available in the deans' offices stating the basis of the claim, the recommendation he or she has made, and whether the parties have accepted the recommendation. This form shall be placed in the student's official University record at the conclusion of the appeals process, with copies given to both the student and involved instructor.

## STEP TWO

If no consensus is reached at Step One, the student may appeal within one week to the full-time faculty in the department or program in which the course was offered by notifying the department/area chair, program director or coordinator. Notification must be in writing, including supporting materials. As necessary, the department/area chair, program director or coordinator may select additional faculty to make the necessary quorum of three full-time faculty. The faculty members shall consider an appeal within 20 working days after receiving the student's written request. These faculty members shall constitute the Course Grade Appeal Committee and shall hold a hearing on the appeal where both the course instructor and student involved are present. In the hearing, the faculty members shall not be bound by formal rules of courtroom evidence. The basic standard for admission of evidence shall be due process and fairness to the student and the faculty member. The student may be accompanied by an advisor of his or her choosing. The role of the advisor is limited to assistance and support to the student in presenting his or her case. The advisor is not allowed to actively participate in the hearing, which includes speaking for the student. After hearing the relevant evidence, the faculty members shall deliberate and reach a decision, which shall be final and binding. (The course instructor and student involved shall not be present during the deliberations and vote.)

A change of grade requires at least a two-thirds vote of those present and voting. Absent such a two-thirds vote the original grade shall stand.

The department/area chair, program director or coordinator shall note the final resolution of the appeal on the Step Two Grade Appeal Form and send copies to the University Registrar's office, the office of the dean of the college or school in which the course resides, the student, and the course instructor involved.

These provisions may not be used to circumscribe, in any way, statutory or licensing guidelines concerning programs or grading policies which are governed by such statutory or licensing guidelines.

19.2.7 Instructors may require the attendance of students at specific functions outside of class if sufficient notice is given. Students regularly required to attend such functions should be given an equitable amount of time off from regular class hours.

19.2.8 Students may change courses without penalty within a reasonable period after registration.

## **ARTICLE 20. Assessment of Student Learning**

The parties are committed to the ideal that assessment of student learning outcomes is an important and demonstrable goal of our academic community. To this extent, Deans and faculty shall engage in regular and consistent efforts, which shall include discussions on the methodologies to assess student learning outcomes. Faculty shall demonstrate how student learning outcomes have been assessed.

## **ARTICLE 21. Curriculum and Program**

21.1 The University recognizes that bargaining unit work includes the faculty's responsibility in formulating and assuring an academically sound curriculum and course content. The Association and the University shall work together to provide the curricula and programs of the institution.

21.2 Major decisions concerning the establishment, maintenance, modification, and elimination of curriculum and academic programs shall be made according to the following procedures.

21.3 The University and the Association shall form a joint curriculum committee in each school/college composed of representatives of the Association and of the school/college administration. The joint curriculum committees shall establish a regular schedule of meetings, the agenda for which shall be mutually agreed upon by the Association and the University co-chairs. Absent an agenda no meeting shall be held. Either party may propose changes in the curricula of the school/college. Deliberations of the joint curriculum committees shall be conducted in open session. The period of discussion shall include at least one regularly scheduled meeting of the joint committee. At the expiration of forty-five (45) days, the administration may reach a final decision on the proposal.