TITLE: ACADEMIC FREEDOM, PROFESSIONAL RESPONSIBILITY, PROMOTION, AND TENURE

SECTION 1. GENERAL

1.1 Scope - This policy relates to academic freedom and responsibility, appointment, promotion, tenure, non-reappointment or dismissal of faculty, and grievance procedures for matters pertaining to faculty. Specific provisions of faculty personnel policies are included in Appendix A.

1.2 Authority - W. Va. Code § 18B-1-6 and §18B-2A-4

1.3 Effective Date – amending the February 9, 2007 version

SECTION 2. ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY.

2.1. Academic freedom at this institution of higher education is necessary to enable the institution to perform its societal obligation as established by the Legislature. The Board recognizes that the vigilant protection of constitutional freedoms is nowhere more vital than in institutions of higher education. Faculty members and students must always remain free to inquire, study, and evaluate.

2.2. Through the exercise of academic freedom, members of the academic community freely study, discuss, investigate, teach, conduct research, and publish, depending upon their particular role at the institution. To all of those members of the academic community who enjoy academic freedom, there are, commensurate with such freedom, certain responsibilities. All faculty members shall be entitled to full freedom in research and in the publication of the results of such research, subject to the adequate performance of their other academic duties, which may include designated instruction, research, extension service, and other professional duties. Activity for pecuniary return that interferes with one's obligations to the institution should be based upon an understanding, reached before the work is performed, with the appropriate administrators of the institution. Further, each faculty member is entitled to freedom in the classroom in discussing the subject taught. In addition, when faculty members speak or write as citizens outside the institution, they shall be free from institutional censorship or discipline.

2.3. The concept of academic freedom is accompanied by an equally important concept of academic responsibility. A faculty member is a citizen, a member of a learned profession, and a representative of the educational
institution. As such, a faculty member, together with all other members of the academic community, has the responsibility for protecting, defending, and promoting individual academic freedom for all members of the community. The faculty member has the responsibility of contributing to institutional and departmental missions in teaching, research, and service as defined by the institution. The faculty member is responsible also as a teacher for striving to speak with accuracy and with respect for the similar rights and responsibilities of others. In speaking only as an individual or for a limited group, the faculty member should not imply or claim to be a spokesperson for the institution.

2.4. In addition to meeting the primary responsibilities of addressing the institutional mission in teaching, research, and service, all faculty have an obligation to foster the quality, viability, and necessity of their programs. The financial stability of a program and recruitment of an adequate number of students depend in part on the faculty. The common goal of quality must be nurtured and responsibility for it shared by all. Integrity, objectivity, and service to the purposes and missions of the institution are expected.

2.5 Faculty interests and skills change, disciplines evolve, and new professions or fields of study emerge. All faculty members are responsible for remaining current in their disciplines. All are encouraged to explore opportunities for further developing a versatile range of knowledge and skills that are important to the institution. Through individual initiative and faculty development programs, faculty members are encouraged to grow in competency in their own disciplines and strengthen their interests in related fields.

2.6 As members of an academic community, faculty members also are expected to participate in decisions concerning programs and in program-review processes.

SECTION 3. FACULTY: RANKS AND DEFINITIONS.

3.1 The faculty shall be those appointees so designated by the President. The faculty may include, but are not limited to, such professional personnel as librarians, faculty equivalents, academic professionals, and those involved in off-campus academic activities.

3.2 Faculty may fall into one of the following classifications:

3.2.1. Tenured: Those faculty members on whom tenure status has been conferred by the President or by the Board. Normally, tenured appointments are full-time (1.00 FTE or the equivalent,) for the academic year.

3.2.1.1. Under special circumstances, if requested by the faculty member and approved, a full-time tenured appointment may be converted to a part-time tenured appointment for a specified time period, normally not to exceed one calendar year. At the conclusion of the approved time period or an
approved extension thereof, the faculty member will return to a full-time tenured appointment or, if the faculty member chooses not to return to a full-time tenured appointment, the faculty member's employment will cease. This section does not apply to actions associated with phased retirement programs.

3.2.2. Tenure-Track: Those faculty members who have been appointed on a full-time (1.00 FTE or the equivalent) basis and have been designated as being in a tenure-track position.

3.2.2.1. Under special circumstances, if requested by the faculty member and approved, a full-time tenure-track appointment may be converted to a part-time tenure-track appointment for a specified time period, normally not to exceed one calendar year. At the conclusion of the approved time period or extension thereof, the faculty member will return to a full-time tenure-track appointment or, if the faculty member chooses not to return to a full-time tenure-track appointment, the faculty member's employment will cease. Time spent in a part-time tenure-track appointment will not normally apply to the calculation of the years of service for the purposes of tenure nor will it result in any de facto award of tenure.

3.2.3. Clinical-Track: Those faculty members who have been appointed and have been designated as being in a clinical-track position. Their appointment may be full-time (1.00 FTE or the equivalent) or part-time. Clinical-Track does not establish any legally cognizable expectation of employment beyond the term of the Notice of Appointment.

3.2.4. Librarian-Track: Those faculty members who have been appointed and have been designated as being in a librarian-track position. Their appointment may be full-time (1.00 FTE or the equivalent) or part-time. Librarian-Track does not establish any legally cognizable expectation of employment beyond the term of the Notice of Appointment.

3.2.5. Non-tenure-Track: Those faculty members who have not been appointed in a tenure-track, clinical-track, librarian-track, or tenured status. Their appointment may be full-time (1.00 FTE or the equivalent) or part-time. Non-tenure-track faculty may also include faculty equivalents or academic professionals, whose primary duties are non-instructional, but who may hold a secondary appointment that is instructional in character. No number of Non-tenure-track appointments shall create any presumption of a right to appointment as tenure-track or tenured
faculty. Non-Tenure-Track does not establish any legally
cognizable expectation of employment beyond the term of the
Notice of Appointment.

3.3 Faculty appointed to tenured or tenure-track positions shall be appointed
in one of the following ranks:
3.3.1. Professor;
3.3.2. Associate Professor;
3.3.3. Assistant Professor; or
3.3.4. Instructor

3.4 Faculty appointed to clinical-track positions may be appointed to one of
the following ranks, but with an appropriate clinical field designation:
3.4.1. Professor;
3.4.2. Associate Professor;
3.4.3. Assistant Professor; or
3.4.4. Instructor

3.5 Faculty appointed to librarian-track positions may be appointed to one of
the following ranks:
3.5.1. Librarian or Professor/Librarian;
3.5.2. Associate Librarian or Associate Professor/Librarian;
3.5.3. Assistant Librarian or Assistant Professor/Librarian; or
3.5.4. Staff Librarian or Instructor/Librarian

3.6 Clinical-track and librarian-track faculty hold appointments that are not
subject to consideration for tenure, regardless of the number, nature, or
time accumulated in such appointments. Clinical-track and librarian-track
faculty appointments are only for the periods and for the purposes
specified, with no other interest or right obtained by the person appointed
by virtue of such appointment.

3.7 Other appropriate titles which more accurately indicate the nature of the
position may be used.

3.8 Persons assigned full-time or part-time to administrative or staff duties
may be appointed to, or may retain, one of the foregoing faculty ranks in
addition to any administrative or staff title, following consultation with
appropriate academic units. Such persons will be informed in writing at
the time of the appointment whether the faculty rank is as a tenured,
tenure-track, clinical-track, librarian-track, or non-tenure-track member of
the faculty. Administrative or staff personnel who are not appointed to a
faculty position are not faculty and therefore are not entitled to the
protections provided by this policy.

3.9 Clinical-track, librarian-track, and Non-tenure-track faculty hold non-
tenurable appointments which may be part-time or full-time and are not
subject to consideration for tenure, regardless of the number, nature, or
time accumulated in such appointments. These appointments are for a
specified period of time as set forth in the notice of appointment. Since
the faculty member thus appointed is not on the tenure track, the notice
provisions set out for tenure-track appointments do not apply.

3.10 Non-tenure-track appointments shall have one of the following titles:
3.10.1. Any of the faculty ranks, but designated visiting, research, clinical, extension, or adjunct, as applicable to describe the connection or function;

3.10.2. Lecturer or senior lecturer;

3.10.3. Assistant, designated as graduate, research, clinical, or adjunct, as applicable to describe the connection or function.

3.11 Non-tenure-track full-time (1.00 FTE or the equivalent, as determined by the institution) faculty appointments may be used only if one or more of the following conditions prevail:

3.11.1. The position is funded by a grant, contract, or other source that is not a part of the regular and on-going source of operational funding.

3.11.2. The appointment is for the temporary replacement of an individual on sabbatical or other leave of absence. Such appointments are outside tenure-track status, are subject to annual renewal, and normally may not exceed three years.

3.11.3. The appointment is for the purpose of filling an essential teaching post immediately, pending a permanent appointment through a regular search and screening process. Such appointments are outside tenure-track status, are subject to annual renewal, and normally may not exceed three years.

3.11.4. The position is temporary to meet transient instructional needs, to maintain sufficient instructional flexibility in order to respond to changing demand for courses taught, or to meet other institutional needs. The appointee is to be so notified at the time of the appointment. Such appointments are outside tenure-track status, are subject to annual renewal, and normally may not exceed six years.

3.11.5. The appointee is granted a primary appointment as an administrator or to perform other non-instructional duties, with a secondary appointment that is instructional in character. Any faculty rank or teaching would be considered temporary, renewable on an annual basis. The appointee must be notified in writing of the status of any faculty rank.

3.11.6. Appointment or reappointment to a Non-tenure-track full-time faculty position shall create no right or expectation of continued appointment beyond the one-year period of appointment or reappointment.

3.12 All tenured, tenure-track, clinical-track, librarian-track, and Non-tenure-track appointments will be made with consultation of appropriate faculty and other collegiate units.

3.13 Every faculty contract shall be for one fiscal year, or part thereof, in accordance with and in compliance with the annual budget of the institution, or supplementary actions thereto, as provided by law.
3.14 Every such contract shall be in writing, and a copy of the document shall be furnished to the person appointed. Such document shall contain the terms and conditions of the appointment.

SECTION 4. FACULTY: TYPES AND CONDITIONS OF APPOINTMENT:

4.1 Full-time appointments to the faculty of the institution, other than those designated as clinical-track, librarian-track, or Non-tenure-track, shall be either tenured or tenure-track.

4.2 All clinical-track, librarian-track, and other Non-tenure-track appointments, as defined in Section 3 of this policy shall be neither tenured or tenure-track, but shall be appointments only for the periods and for the purposes specified, with no other interest or right obtained by the person appointed by virtue of such appointment.

4.3 The appointment of a person to a full-time position is made subject to the following conditions:

4.3.1 The appointee shall render full-time service. Outside activities, shall not be restricted unless such activities or employment interfere with the adequate performance of institutional duties. The institution expects its faculty to give full professional effort to assignments of teaching, research and service. It is, therefore, considered inappropriate to engage in gainful employment outside the institution that is incompatible with the faculty member's contractual commitment to the institution. Moreover, it is considered inappropriate to transact personal business from one's institutional office when it interferes with institutional duties and responsibilities. The institution shall maintain a program of periodic review of outside services of appointees to guide faculty members.

4.3.2 If outside employment or service interferes with the performance of the regular institutional duties and responsibilities of the appointee, the institution has a right to (a) require the appointee to cease such outside employment or service which interferes with institutional duties and responsibilities of the appointee, (b) make such adjustments in the compensation paid to such appointee as are warranted by the appointee's services lost to the institution and by the appointee's use of institutional equipment and materials, or (c) dismiss for cause.

4.3.3 The University may permit and encourage a reasonable amount of personal professional activity, such as consulting, by a faculty member outside the faculty member's duties and responsibilities of employment by and for the institution, provided such activity: (1) further develops the faculty member professionally and (2) does not interfere with duties and responsibilities to the institution.

4.4 If the status of a faculty member changes from Non-tenure-track, clinical-track, or librarian-track to tenure-track, the time spent at the institution
may, at the discretion of the President, be counted as part of the tenure-track period.

SECTION 5. JOINT INSTITUTIONAL APPOINTMENTS.

5.1 Faculty members may be appointed to perform academic duties at two or more public institutions of higher education in West Virginia, which duties may include teaching, research, counseling, or other services. For administrative purposes, one institution shall be designated the faculty member's "home institution," which institution shall be responsible for granting promotions, raises in salary, and tenure. Provided, however, that when cause therefore shall occur, appropriate counseling, disciplinary action, and the like shall be the responsibility of the institution where the occurrence arose.

5.2 The conditions and the details of the faculty member's joint appointment, including the designation of the "home institution," and any other arrangements, shall be specified in the agreement between the faculty member and the institutions sharing the faculty member's services. A joint appointment will be made only with consent of the faculty member.

5.3 Full-time faculty members of Shepherd University appointed under joint or contractual appointments shall continue to be considered full-time employees of Shepherd University.