

# FACULTY BRADLEY UNIVERSITY HANDBOOK

Maintained by

**Dr. Sandra J. Perry**

308A Baker Hall

(309) 677-2306

[sjp@bradley.edu](mailto:sjp@bradley.edu)

## **Official University *Faculty Handbook* Disclaimer**

The Bradley University *Faculty Handbook* contains statements of policies, procedures, and select information, some of which are interrelated. Therefore, certain sections should not be read out of context. The on-line *Faculty Handbook* is the official version and it should not be assumed that any other copies of the *Faculty Handbook* are current.

# I. UNIVERSITY GOVERNMENT

[Process 1](#)) is used to make changes in Chapter I. except where noted.

## A. Organization and Administration

(Sections 1, 2, and 3 may be changed only at the discretion of the President of the University and the Board of Trustees)

### 1. Introduction

A standard for quality education was established for Bradley when its founder, Mrs. Lydia Moss Bradley, recruited the services of William Rainey Harper to assume the Presidency of the Faculty of Bradley Institute at the time of its founding in 1897. Dr. Harper, who was then the President of the University of Chicago, was one of the outstanding educators of his day, and his emphasis on a quality faculty and a concern for the individual student established standards for the institution.

Through the first 23 years of its existence, from 1897 to 1920, Bradley served as a four-year prep school (Lower Academy) and a two-year junior college (Higher Academy). In 1920, the decision was made to develop Bradley Polytechnic Institute into a small, four-year college, and the Lower Academy was dropped. The Higher Academy was expanded to offer the baccalaureate degree.

Bradley University assumed its present form in 1946, when the booming post-war enrollment encouraged the Trustees and the administration to transform the institution into a medium-sized university, divided into various colleges and schools and adding a graduate program to the curriculum. Prior to the war period, Bradley enrollment had always remained at the 1,000 level, but the influx of students and the resulting change of offerings brought about an enrollment of 5,000 students after the war.

Throughout these changes the institution has maintained Mrs. Bradley's original goal that it remain "nonpartisan, non-sectarian and independent." And through the years it has continued to attract a high quality faculty dedicated to excellence in teaching.

### 2. Board of Trustees

Bradley University, an Illinois, not-for-profit corporation, is controlled by a Board of Trustees consisting at any given time of not less than 21 and no more than 40 members, including the President of the University. The Board consists of members which include Life Trustees, Term Trustees (elected for six years), two Alumni Term Trustees (elected for six years), and the President of the University. The President reports to the Board of Trustees.

The Board of Trustees is responsible for determining the basic policies which govern the University. It appoints the President, counsels with the President and reviews the President's administration of University affairs.

Officers of the Board are a Chairman, Vice Chairman, Secretary-Treasurer, and such Assistant Secretary-Treasurers as the Board shall elect. The Board meets quarterly, with sessions on the fourth Friday of January, April (Annual Meeting), July and October. Ample time is provided at these quarterly meetings for the various committees of the Board to meet, and these committees include Executive, Trustee

and Nominations, Academic Planning, Finance and Property, University Advancement, Student Affairs, and Audit.

**3. University Administration.**

The President is the chief administrative officer of the University and has primary administrative responsibility for the conduct of the University activities as delegated by the Board of Trustees. All University matters requiring action by the Board of Trustees are brought to its attention by the President.

The officers of administration who report directly to the President of the University are the Provost and Vice President for Academic Affairs, the Vice President for Business Affairs, the Vice President for Advancement, and the Director of Athletics.

In the President's absence, the Provost and Vice President for Academic Affairs acts on behalf of the President.

In the colleges, the deans are the chief administrative officers and report directly to the Provost and Vice President for Academic Affairs

**4. Faculty Participation**

Procedures for changes in this section fall under [Process 1\)](#)

The President of the Bradley [University Senate](#) and the President of the Bradley University Student Senate, during the terms of their offices, are invited to attend all regular meetings of the Board of Trustees, and take such part therein, without vote, as the Board of Trustees determines.

In the colleges, the deans are the chief administrative officers and report directly to the Provost and Vice President for Academic Affairs. Within each college, administration is effected by the dean through the department chairpersons.

Each college is responsible for the study and development of its own programs of instruction and research, and for presenting recommendations through appropriate channels for their improvement.

## B. Vision and Mission

([Revised 4-18-02 and 5-8-02](#); also [revised 10-1-02](#); click to see old version)

Founded by Lydia Moss Bradley in 1897, Bradley University is a private, independent university offering undergraduate, graduate, and continuing education programs in the liberal and fine arts, the sciences, business administration, communications, education, engineering, and the health sciences. Our residential campus of 6,000 students blends large school opportunities with a small school personality where there is a commitment to excellent teaching and personal attention to students. Bradley's comprehensive programs offer an effective integration of liberal education, professional preparation, and personal and social development.

### Our Vision

Bradley University is committed to excellence. Already one of the best private comprehensive universities in the Midwest, Bradley will be one of the finest institutions of its type in the nation.

### Our Mission

Bradley University is committed to nurturing the multifaceted development of students to enable them to become leaders, innovators, and productive members of society. Our graduates are prepared for life and professions in a changing world and they are able to cross academic, geographic, and cultural boundaries. A Bradley education is characterized by small classes, active learning, mentoring by highly qualified faculty, challenging academic programs, opportunities for study abroad, and numerous co-curricular activities.

We recruit, develop, and support faculty who are passionate educators and outstanding scholars whose research and creative contributions benefit society. We expect and reward pedagogy and scholarship of exceptional quality and influence.

A distinctive feature of Bradley University is our cohesive sense of community that unites faculty, students, staff, and alumni. Our tradition of collective responsibility is founded on a commitment to the values of academic freedom, civility, diversity, and respect for the individual. Our exemplary system of shared governance both represents and sustains our sense of community and fundamental values.

We promote and facilitate collaboration among all members of the University community. Students learn teamwork and leadership through group projects and collaborate with faculty on research and creative production. Likewise, faculty collaborate with colleagues across departmental, college, and institutional boundaries to elevate the quality and impact of their work. The University's strategic partnerships with business, cultural, and governmental institutions provide benefits to the community and society and create additional learning opportunities for students.

## C. Bradley University General Equal Opportunity/Affirmative Action Policy Statement

[\(Revised 5-8-02; click to see old version\)](#)

Bradley University is committed to a policy of non-discrimination and the promotion of equal opportunities for all persons regardless of age, color, creed, disability, ethnicity, marital status, national origin, race, religion, sex, sexual orientation, or veteran status. The University also is committed to compliance with all applicable laws regarding non-discrimination, harassment and affirmative action.

(See [The Committee on Affirmative Action](#)).

## D. Rights and Responsibilities of Administrators, Faculty, and Students

### 1. Introduction

At Bradley University all components are aware of their interdependence, of the usefulness of communication among themselves, and that the force of joint action will increase the capacity to solve educational problems. This statement is based on the assumption that the faculty and administration have as their common interest the qualitative academic growth of Bradley University. To achieve this objective, it is recognized that interdependence is essential and that it is not a negation of interdependence to assign specific rights and responsibilities to the administration, while still other rights and responsibilities are subject to joint determination by both the faculty and the administration. At the highest level, joint determination involves the faculty, the students, the administration, and the Board of Trustees as definite groups within the University.

### 2. Joint Determination

Joint determination may take a variety of forms, depending upon the particular matter under consideration. In some instances, an initial exploration or recommendation will be made by the President, or some other duly designated administrative official, with consideration by the faculty at a later stage; in other instances, a first and essentially definite recommendation will be made by the faculty, subject to endorsement of appropriate administrators, the President, and the Board of Trustees. In still others, a substantive contribution can be made when students are responsibly involved in the process. Although such approaches may vary, at least two general conclusions regarding joint determination seem clearly warranted:

- 1) Important areas of action involve at one time or another the initiating capacity and decision-making participation of all institutional components;
- 2) Differences in the weight of each voice, from one point to the next, should be determined by reference to the responsibility of each component for the particular matter at hand, as indicated below.

### 3. Determination of General Educational Policy

The objectives of Bradley University are specified in the original charter, as modified from time to time by other statements that are developed within the University and adopted by the Board of Trustees. It is the responsibility of all constituent elements of the University to strive to fulfill its goals, and it is equally the responsibility of all constituent elements to prescribe a method for reviewing objectives and to cooperate in implementing any changes in objectives. Primary responsibility to establish educational goals and to initiate action to change such goals rests with the faculty.

Such matters as major changes in the size or composition of the student body and the relative emphasis to be given to the various elements of the educational and research program should involve participation by the administration and the faculty prior to final action by the Board of Trustees. Among the most important internal operations of the University on which there should be joint determination, and for which the maximum effectiveness in communication should be established and maintained are the following:

- Planning concerning the future objectives and how to achieve them;

Establishment of priorities and policies concerning the allocation of all resources, human and physical, among competing demands for both the short-run and the long-run;

Information on the current budgetary situation and on budgetary projections in order to plan and establish priorities.

Joint effort of a most critical kind must be observed when a new president is chosen. The selection of a chief administrative officer should involve a cooperative search by the Board of Trustees and the faculty, taking into consideration the opinions of others who are appropriately interested. The President's leadership role has a multiplicity of facets. The President must be especially competent in interpreting the faculty and its rights and responsibilities to the Board, and he or she must be equally competent in interpreting the thinking and the actions of the Board to the faculty. Success in these interpretations will contribute significantly to harmony between the Board and the faculty. It is understood that the Board continually evaluates the President's performance. It is strongly recommended that procedures be established for the formal evaluation of the President by the academic community at least every four years.

The selection of other academic officers should be jointly determined by the President, or a designated representative, and the appropriate faculty in consultation with concerned groups. The building of a strong faculty requires careful joint effort on the part of the faculty and administration in the formulation of policy concerning such matters as faculty selection, promotion, tenure, dismissal, and the terms of contractual salary commitments.

The Board of Trustees is the only constituent body that has the right to speak officially for the institution as a whole, although it may delegate this right to others on specific University matters. The Board of Trustees is vested with the right of final institutional authority. It has the obligation to interpret the University to the community at large as well as the prime responsibility to maintain the financial solvency and the academic viability of the University. Consistent with its rights and responsibilities, the Board of Trustees should be structured in such a manner as to reflect through its membership a diversity of backgrounds, activities and views.

The Board of Trustees, while maintaining a general overview, should entrust the conduct of administration to administrative officers who, in conjunction with the faculty, will recommend and implement policies that are of concern to the entire University community. The Board should insure that there exists, in modified form, statements that clearly define its policies and procedures. However, the Board of Trustees should exercise restraint and not become involved in routine matters in the operation of the University.

When ignorance or ill-will threatens the institution or any part of it, the Board must be available for support and is expected to serve as a champion of the University. Although the action taken by it usually will be on behalf of the President, the faculty, or the student body, the Board should make it clear that the protection it offers to an individual or group is, in fact, a fundamental defense of the interests of society in the educational institution.

#### **4. The Academic Institution**

##### **a. The President**

The President, as the chief executive officer of the University, is evaluated largely for effectiveness as a leader. The President has the ultimate responsibility for the definition and attainment of goals, for administrative action, and for implementing an effective communications system which links the components of the academic community.

As the chief planning officer of the University, the President, together with other designated administrative officers, has a special obligation to initiate, innovate, and evaluate. The degree to which the President, in conjunction with delegated administrative officers, can envision new horizons for the University, and can persuade others to see them and work toward them, will often constitute the principal measure of the President's administration.

The President and the appropriate administrative officers must at times attempt to revitalize some departments which have stagnated. When all other attempts fail, it may be necessary to release some faculty, in which case every effort must be made to preserve the concept of tenure, although it is recognized that a more tough-minded implementation of these procedures must be initiated to maintain a balance between academic freedom and academic responsibility.

It is the duty of the President to see to it that the standards and procedures in operational use within the University conform to the policy approved by the Board of Trustees and to the standards of sound academic practice. It is also incumbent upon the President to insure that faculty views, including dissenting views, are presented to the Board in those areas and on those issues where responsibilities are shared. Similarly the faculty should be informed of the views of the Board and the administration in like issues.

**b. The Faculty**

The faculty, through the [University Senate](#), has primary responsibility for such fundamental areas as curriculum, research, faculty status, and those aspects of student life which relate to the educational process. On these matters, the power of review or final decision lodged in the Board of Trustees, or delegated by it to the President, should be exercised adversely only in exceptional circumstances, and for reasons communicated to the faculty. Following such communication, it is desirable that the faculty should have an opportunity for further consideration and further transmittal to the President or the Board. It must be recognized that conditions may exist which will impose limits on the extent to which faculty recommendations can be realized.

Policy concerning faculty status and related matters is formulated primarily by the faculty; this includes appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure and dismissal. Since such matters are of vital concern to all constituents of the campus community, active participation and approval by the appropriate administrators must be obtained before transmittal to the Board of Trustees. On questions of faculty status, as in other matters where the faculty has primary responsibility, the administration should concur with the faculty judgment except in rare instances and for compelling reasons which should be stated in detail. Moreover the right of appeal continues through the administrative levels, including the President.

Agencies for faculty participation in the governance of the University should be established at each level where faculty responsibility is present. An agency



should exist for the presentation of the views of the entire faculty. The structure and procedures for faculty participation should be designated, approved and established by joint action of the components of the University. Faculty representatives should be selected by the faculty according to procedures determined by the faculty. The agencies may consist of meetings of all faculty members of a department, college, or the University as a whole, or they may take the form of faculty-elected executive committees in the departments and colleges, and they may take the form of a [University Senate](#) for the institution as a whole.

On matters which are deemed to be of great importance to the University, and on which the faculty has been challenged or charged to provide a resolution of the matter but has not accepted the charge, the administration has the authority to initiate action and to make a presentation to the Board of Trustees without faculty participation.

**c. The Students**

When students in American colleges and universities desire to participate responsibly in the government of the institution they attend, their wish should be recognized as a claim to opportunity both for educational experience and for involvement in the affairs of their college or university. Ways should be found to permit significant student participation within the limits of attainable effectiveness. It is important to recognize that student needs are strongly related to educational experience, both formal and informal. Students expect, and have a right to expect, that the educational process will be structured, that they will be stimulated by it to become independent adults, and that they will have effectively transmitted to them the cultural heritage of the larger society. If institutional support is to have its fullest possible meaning, it should incorporate the strength, freshness of view and idealism of the student body.

**d. University Resources**

The [University Senate](#) is charged with the responsibility of participating in decision-making about the academic goals of the University and policies and programs formulated to achieve them. These decisions, if they are to be consistent and effective, must be made within a known framework of University priorities and guidelines. Representative of the University community as a whole, the Senate must participate in the process of determining those goals and priorities and the distribution of resources allocated to their achievement.

The [University Resources Committee](#) can best do this on behalf of the Senate by focusing its attention on University-wide and long-range decisions, not involving itself in decisions ordinarily and properly made by the individual departments, and colleges and other Senate Committees such as The [Committee on Curriculum and Regulations](#).

The proposed charge, functions and composition of the Committee are designed to provide the skills and perspectives of students, administrators and faculty for a joint consideration of the broad and fundamental issues out of which University resource allocation decisions are made.

**5. Access to University Legal Counsel**

With the approval of the President's Office or the appropriate vice-president's office of Bradley University, a faculty member, administrative officer, or staff person may

consult with Bradley University legal counsel in order to seek needed advice or interpretation related to the performance of assignments, duties, work, or responsibilities on behalf of Bradley University. There must be an identifiable and demonstrable need in each instance of an approval for access to the University legal counsel.

## E. Bradley University Senate Constitution

### ARTICLE I - PREAMBLE

#### 1. University Senate Jurisdiction

The [University Senate](#) (hereinafter called the Senate) is the legislative body of the University in all academic matters relating to, or affecting, two or more of the Colleges or the Graduate School, or the University as a whole. Academic standards, course offerings, degrees, graduation requirements, and similar academic matters are determined by the Senate. The Senate may consider matters referred to it by College faculty members, and by administrative officers; and it may, upon its own initiative, undertake the consideration and the determination of policies or procedures relating to courses, curricula, instruction, and the academic welfare of students and faculty.

#### 2. Review of Senate Actions

All actions taken by the Senate are subject to review by the University Assembly as hereinafter provided and the approval of the President and the Board of Trustees. Upon receipt of written notice of Senate action from the Secretary of the Senate, the President must provide written notification of disapproval within sixty days of such Senate action, or within one week after the next Board of Trustees meeting, whichever is later, or the Senate action shall be considered in force.

### ARTICLE II - UNIVERSITY SENATE

#### 1. Membership

1. The President and Vice Presidents of the University, Deans of Colleges and the Graduate School, the Associate Provost for Student Affairs, the Associate Provost for Information Technologies and Resources, the Associate Provost for Enrollment Management, and the Registrar shall be ex officio members of the [University Senate](#).

2. The Student Senate shall select three of its members and the Graduate School shall select one student to serve as ex officio members of the [University Senate](#).

3. Each College of the University shall elect representatives to the [University Senate](#) according to the following rule: one Senate member, plus one additional Senate member for each increment or fractional increment of eight full-time faculty beyond four.

4. The Library shall be represented by two members, one of whom shall be the Director of the Library who shall serve ex officio, and one elected by the professional staff of the Library.

5. All full-time faculty are qualified to vote and are eligible for membership in the [University Senate](#). Terms of elected members shall be for two years on rotation to be determined by each College. Terms shall begin with the May meeting of the Senate. Members may be re-elected. Members may be recalled by two-thirds vote of their respective constituencies.

## 2. Officers of the University Senate

(Revised October 15, 1998 by adding Paragraph 4.)

1. A President, Vice President, and Secretary shall be elected annually from the membership of the Senate. Elections shall be held at the May meeting of the Senate. Ex officio members shall not be eligible for election. The President shall be granted a three-hour teaching load reduction in each semester of the regular academic year. Necessary budgetary expenses shall be arranged through the Office of the Provost and Vice President for Academic Affairs. (Revised March 25, 1999 by adding the last two sentences.)

2. The duties and powers of the officers shall be those regularly pertaining to those offices in parliamentary bodies.

3. A Parliamentarian / Archivist, who is a full-time faculty member, shall be appointed annually by the President. The person appointed shall serve ex officio as a member of the Senate.

4. The [University Senate](#) shall nominate candidates for and elect the Faculty Handbook Editor from the full-time faculty. He or she shall serve a term of two years and may be nominated for additional terms. The Faculty Handbook Editor shall:

- a. serve as an ex officio member of the Senate;
- b. maintain the *Faculty Handbook* by making changes after approval by the appropriate bodies as specified by established [procedures](#);
- c. inform the University community of changes that have been made;
- d. develop and maintain a digital archive of all *Faculty Handbook* materials that have been replaced or revised so that lineage of all changes can be traced;
- e. maintain hardcopies in the offices of the President and Provost and the library by placing a hardcopy of any changes in an accompanying folder and annually provide up-to-date copies.

## 3. Meetings of the University Senate

1. The session of each Senate shall be from May through the April following. The Senate shall meet regularly on the third Thursday of each month from September through April, excluding University holidays, so long as there are matters, approved by the Executive Committee, which require action of the [University Senate](#). The May and December meetings shall be held on Study Day. The Agenda of the May meeting shall include the election of Senate officers and members of the Executive Committee and approval of membership recommended for the Committee on Elections. Notice of such meetings, stating the Agenda, must be given to each member of the Senate by the Secretary at least one week (except in emergencies) before the time of the meeting.

2. Special meetings may be called at the President's discretion, or when he or she is required to do so by a petition signed by at least twelve (12) members of the Senate. Notice of such meeting, stating the Agenda, must be given to each

member of the Senate by the Secretary at least 48 hours (except in emergencies) before the time of the meeting.

3. Except as otherwise provided in the Constitution, the proceedings of the Senate shall be governed by Robert's RULES OF ORDER, Newly Revised.

4. A majority of the membership of the Senate shall constitute a quorum. In the absence of a quorum, no business shall be transacted and only a motion to recess to a time certain or to adjourn to a day certain shall be in order.

5. The final vote on any question shall be postponed to the next meeting if two members so request, unless the Senate by a two-thirds vote of those present at a meeting indicate that it considers the question too urgent to permit such postponement.

### **ARTICLE III - UNIVERSITY ASSEMBLY**

#### **1. University Assembly Jurisdiction**

The University Assembly shall have the appellate power to review, approve, rescind, or recommit with instruction all actions passed by the Senate, whenever an appeal is made to the University Assembly as hereinafter provided.

#### **2. Membership**

1. All full-time faculty members who are tenured or are in tenure-track positions shall be members of the University Assembly.

2. All persons holding positions listed in the catalog of the University as officers of administration under the general heading "University Administration" shall be ex officio members of the University Assembly.

3. The Student Senate shall select three of its members and the Graduate School shall select one student to be ex officio members of the University Assembly.

#### **3. Officers of the University Assembly**

1. The Chairperson of the [University Senate](#) Committee on Elections shall preside at the first meeting of the University Assembly called during each Senate session for the purpose of electing a Chairperson and a Vice Chairperson of the University Assembly.

2. The Chairperson of the University Assembly shall preside at meetings of the University Assembly.

3. The Vice Chairperson of the University Assembly shall, at the request of the Chairperson, preside at meetings of the University Assembly.

4. The Secretary and the Parliamentarian of the [University Senate](#) shall perform those duties in the University Assembly regularly pertaining to those offices in parliamentary bodies.

#### **4. Meetings of the University Assembly**

1. Meetings shall be held on call of the Chairperson of the Senate Committee on Elections on petition of not less than fifteen percent (15%) of the membership of

the University Assembly, appealing an action of the [University Senate](#), such appeal to be made within four weeks of the time when the Senate action was taken.

2. The Agenda of each meeting shall be sent by the Secretary of the Senate to each member of the Assembly one week in advance of each meeting. Action at a meeting is restricted to the items on the Agenda.

3. Meetings shall be conducted according to Robert's RULES OF ORDER, Newly Revised.

4. Twenty-five percent (25%) of the members shall constitute a quorum for any meeting.

5. Any method of voting may be used at the discretion of the presiding officer, but a vote by secret ballot shall be ordered if requested by five or more members present.

6. The University Assembly on petition of twenty (20) full-time faculty shall meet for the purpose of considering a resolution to dissolve the existing elected membership of the [University Senate](#). If the resolution carries by a majority, excluding the ex officio members, of those present and voting, the Assembly shall set the date for holding new elections to the Senate.

#### **ARTICLE IV - FACULTIES OF THE COLLEGES AND THE GRADUATE SCHOOL**

##### **1. Faculties as Legislative Bodies**

The faculty of each College and the Graduate School shall be the legislative body for that College or School in academic matters relating to that College or School alone.

##### **2. Senate Review of Actions**

All actions taken by the individual Colleges and the Graduate School are subject to review by the Senate.

##### **3. Recommendations to Senate**

The faculty of a College or the Graduate School may also make recommendations to the Senate and to the administrative officers regarding academic policies or procedures which relate to more than one College or to the University as a whole. A copy of the minutes of the faculty meetings of each College shall be filed promptly with the Secretary of the Senate.

#### **ARTICLE V - COMMITTEES**

##### **1. Standing Committees of the University Senate**

1. The standing committees of the [University Senate](#) shall be:

- a. Executive Committee;
- b. Committee on Curriculum and Regulations;
- c. Committee on Elections;

- d. Committee on Honorary Degrees;
- e. Committee on Tenure, Promotion, and Dismissal;
- f. Faculty Grievance Committee;
- g. Committee on University Resources;
- h. Committee on Admissions and Retention;
- i. Committee on Contractual Arrangements;
- j. Committee on Sabbatical Leave;
- k. Committee on Continuing Education and Professional Development;
- l. Committee on Affirmative Action;
- m. Student Grievance Committee;
- n. Retirement Advisory Committee;
- o. Strategic Planning Committee.

2. All standing committees shall report their activities to the Senate in writing at least semi-annually.

3. Each standing committee shall review annually those sections of the *Faculty Handbook* relating to the committee's activities, and shall submit to the Senate any proposed changes deemed desirable or necessary.

4. Each of the three grievance committees (Tenure, Promotion and Dismissal; Student Grievance; and Faculty Grievance) and the Faculty Ombudsman shall be reimbursed by the Provost's Office for the expenses of recording hearings, supplies for such recordings, photocopies of documents, and other such expenditures as are necessary for the proper functioning of the committee.

## **2. Executive Committee**

1. The functions of the Executive Committee shall be:

- a. To receive all proposals for action that fall within the Senate's prerogative as defined in the Preamble, and to refer to the appropriate Senate Committee for report or to place directly on the Senate Agenda;
- b. To prepare the Agenda which is to be presented for action at each meeting of the Senate. The preparation of the Agenda shall include a review of all minutes of College faculty meetings;
- c. To recommend membership of Committees as specified herein for approval by the Senate.

2. The Executive Committee shall consist of the President of the Senate who shall serve as Chairperson, the Vice President of the Senate, the Secretary of the Senate, the Provost and Vice President for Academic Affairs, the immediate past president, and two members elected from the elected Senate membership.

### **3. The Committee on Curriculum and Regulations**

1. The function of the Committee on Curriculum and Regulations shall be:
  - a. To review periodically, making recommendations when appropriate:
    - 1) The standards of all academic programs in the University as they are affected by or related to such matters as the goals of the University, quality of courses, facilities, grading practices, faculty loads, faculty evaluation procedures, and degree requirements;
    - 2) All academic regulations;
    - 3) Procedures for review at the University level of college or departmental programs to ensure that they are fulfilling University objectives;
    - 4) Other associated areas within the University that have a direct or indirect bearing on academic standards and programs.
  - b. To approve additions, deletions, and modifications of all programs and courses.
2. The Committee on Curriculum and Regulations shall consist of the following:
  - a. Ex officio members:
    - 1) The Provost and Vice President for Academic Affairs who shall serve as Chairperson;
    - 2) The Registrar;
    - 3) The Deans of the Colleges and of the Graduate School.
  - b. Faculty members elected from and by the full-time faculty of their respective units for three-year terms:
    - 1) One member from the College of Business Administration;
    - 2) One member from the College of Communications and Fine Arts;
    - 3) One member from the College of Education and Health Sciences;
    - 4) One member from the College of Engineering and Technology;
    - 5) Three members from the College of Liberal Arts and Sciences.
  - c. Two undergraduate student members recommended by the Student Senate;
  - d. One graduate student recommended by the Graduate Student Advisory Council;
  - e. Membership on the General Education Subcommittee of the Committee on Curriculum and Regulations shall be approved by the Senate.

### **4. The Committee on Elections**



1. The functions of the Committee on Elections shall be:

a. To determine the eligibility of persons to vote, and the eligibility of persons to be elected to various bodies, including restrictions, if any; to note persons on leave as this affects various elections; and to orient new faculty members concerning their privileges;

b. To prepare recommendations concerning the above matters and any other matters germane to elections and submit them to the Senate for action;

c. To conduct elections for membership on the following standing committees of the [University Senate](#):

1) The Committee on Tenure, Promotion and Dismissal;

2) The Faculty Grievance Committee;

3) Committee on Contractual Arrangements;

4) The Strategic Planning Committee.

2. The Committee on Elections shall consist of four Senators serving staggered terms of two years. New members, including the Chairperson, shall be recommended from the membership of the new Senate by the Executive Committee of the prior Senate, for approval at the May meeting;

3. In discharging its duties, the Committee on Elections shall prepare recommendations concerning the above matters and any other matters germane to elections and shall submit them to the Senate for action. (In preparing these recommendations, the Committee on Elections shall indicate whether or not an election necessitates a majority of a quorum.)

## **5. The Committee on Honorary Degrees**

1. The function of the Committee on Honorary Degrees shall be:

a. To encourage submission of names from faculty, administration, trustees, alumni and students for consideration as recipients of honorary degrees;

b. Recommend to the President any nominees it considers worthy of an honorary degree;

c. Evaluate the policies and procedures for granting the honorary degree and recommend to the Senate any changes deemed appropriate.

2. The Committee on Honorary Degrees shall consist of the Provost and Vice President for Academic Affairs who shall serve as Chairperson; two academic deans; and four full-time faculty members recommended by the Executive Committee and approved by the Senate for two-year staggered terms.

## **6. The Faculty Ombudsman**

### **1. Responsibilities and Procedures**

The Faculty Ombudsman shall mediate in any faculty grievances if requested to do so by the petitioner(s). In cases of non-reappointment of probationary faculty members and in disputes regarding tenure, promotion, and dismissal the request for mediation must be received in writing within 30 days of

notification of an adverse decision and prior to petitioning the [Tenure Promotion and Dismissal Committee](#). Requests to the Ombudsman to mediate in other grievances should be made prior to petitioning the [Faculty Grievance Committee](#). The Ombudsman may request a written statement from the parties to the grievance, administrators, chairpersons, and faculty committees. The statements should express the reasons for the grievance and the decisions reached. Such requests from the Ombudsman must be honored. Once the Ombudsman has been enlisted as mediator, the Ombudsman shall be present at all meetings between parties to the grievance. If the Ombudsman is unsuccessful in achieving a satisfactory agreement between the parties, or if the faculty member(s) chooses to terminate the mediation of the Ombudsman, the faculty member(s) may petition the [Tenure, Promotion and Dismissal Committee](#) or the [Faculty Grievance Committee](#). In either situation the Ombudsman shall prepare a report for the appropriate committee indicating that attempts at mediation have failed and stating the issue(s) between the parties. All parties to the grievance will receive a copy of the report and will acknowledge receipt of the copy to the Ombudsman.

## **2. Qualifications and Selection**

a. The Faculty Ombudsman must be a full-time faculty member holding tenure with at least ten years experience at Bradley. The Ombudsman shall be granted a three-hour teaching load reduction in each semester of the regular academic year and compensation for duties during the summer. Necessary budgetary expenses shall be arranged through the Office of the Provost and Vice President for Academic Affairs.

b. Candidates shall be nominated by the President of the University and the Executive Committee of the [University Senate](#). The Executive Committee shall solicit, for its consideration, names of potential nominees from the faculty. The Faculty Ombudsman shall be elected by the tenured faculty. The choice, "None of the above" shall be included on the ballot. To be elected, the candidate shall receive a majority of the votes cast. The Faculty Ombudsman shall have a two-year term. The Faculty Ombudsman may not serve on the Faculty Grievance Committee, Tenure, Promotion and Dismissal Committee, or Student Grievance Committee. This prohibition of joint service extends one year after the term as Faculty Ombudsman expires.

c. When the Ombudsman has a conflict of interest regarding a particular case, the Ombudsman shall ask the Executive Committee of the [University Senate](#) to appoint a faculty member to act as the Ombudsman's representative for that case. The representative must be a full-time faculty member holding tenure with at least ten years experience at Bradley. The person chosen must be acceptable to the faculty member(s) whose case is under consideration and to the Provost and Vice President for Academic Affairs.

## **7. The Committee on Tenure, Promotion and Dismissal**

1. The Committee on Tenure, Promotion and Dismissal shall function only after the Faculty Ombudsman has reviewed the case and a mutual settlement has not been reached between the faculty member and the administration. At this time in the case of the dismissal of a tenured faculty member, it will be incumbent upon

the administration to provide this Committee and the faculty member with a statement of charges stated with reasonable particularity by the President or President's delegate. The burden of proof for these charges lies with the administration. Notice of the formal hearing by the Committee on Tenure, Promotion and Dismissal shall be given at least 20 days prior to the hearing. The Committee on Tenure, Promotion and Dismissal shall submit a written recommendation to the President and the faculty member following the hearing.

2. The Committee on Tenure, Promotion and Dismissal shall consist of five members and two alternates who are full-time faculty members holding tenure. Members shall be nominated by the full-time faculty and elected by and from the full-time faculty holding tenure. Members shall be elected for staggered terms of two years. In alternating years, three members and one alternate member shall be elected and, in the subsequent year, two members and one alternate member shall be elected. If a vacancy occurs prior to the completion of a term, the alternate member shall complete that term. A new alternate member shall be appointed by the Executive Committee of the Senate to complete the term of the previous alternate. Members may not be reelected within one year after the expiration of their terms. Furthermore, they may not serve as the Faculty Ombudsman or the Faculty Grievance Committee simultaneously or before one year after their term expires on the Tenure, Promotion and Dismissal Committee.

3. This Committee shall select its own Chairperson and shall establish its internal operating procedures and these procedures shall be made available to all full-time faculty. (See [Tenure, Promotion and Dismissal Committee Operating Procedures](#)).

#### **8. The Faculty Grievance Committee**

1. The function of the Faculty Grievance Committee shall be:

- a. To consider grievances submitted to the Committee by faculty members on matters other than those dealing with tenure, promotion and dismissal;
- b. To hold hearings whenever the Committee judges hearings advisable;
- c. To forward recommendations, when necessary, to the President of the University.

2. The Faculty Grievance Committee shall consist of five members and one alternate who are full-time faculty members elected by and from the full-time faculty. Members shall be nominated and elected by and from the full-time faculty. Members shall be elected for staggered terms of two years. In alternating years, three members shall be elected and, in the subsequent year, two members and one alternate member shall be elected. If a vacancy occurs prior to the completion of a term, the alternate member shall complete that term. The new alternate member shall be appointed by the Executive Committee of the Senate to complete the term of the previous alternate. Members may not be re-elected within one year after the expiration of their terms. Furthermore, they may not serve as the Faculty Ombudsman or on the Committee on Tenure, Promotion and Dismissal simultaneously or before one year after their term expires on the Faculty Grievance Committee.

3. This Committee shall select its own Chairperson and shall establish its internal operating procedures and these procedures shall be made available to all full-time faculty. (See [Faculty Grievance Committee Operating Procedures](#)).

#### **9. The Committee on University Resources**

1. The function of the Committee on University Resources shall be:

a. To foster the compatibility of resource allocations with overall University goals by focusing its attention on University-wide and long-range decisions:

1) To review and analyze policies, projections, procedures and results of University actions involving the acquisition and allocation of resources;

2) To consult with and discuss its findings with the faculty and other members of the University community;

3) To make periodic reports and recommendations to the [University Senate](#) which may make recommendations to the President.

b. To obtain timely and needed information from the University Administration as required for the effective performance of its duties;

c. To consult with the University Administration in preparing policies and procedures affecting resource allocation.

2. The Committee on University Resources shall consist of seven members. Five members shall be appointed by the Executive Committee of the Senate, two of whom shall be chosen from among those whose training and experience are in areas relevant to the Committee. One shall be appointed from the staff of and by the Vice President for Business Affairs. One shall be a student appointed by the Student Senate.

a. Appointments are made for three-year renewable terms with staggered terminations;

b. The Chairperson of the Committee shall be elected from and by the members of the Committee.

#### **10. The Committee on Admissions and Retention**

1. The functions of the Committee on Admissions and Retention shall be:

a. In consultation with the Office of Admissions, to recommend to the Senate admissions goals and policies to achieve them;

b. In consultation with the Office of Educational Development, to recommend to the Senate retention goals and policies to achieve them;

c. To review the effectiveness of admission and retention goals and policies and to report these findings and recommendations to the appropriate University offices and to the Senate;

d. To review University policies and decisions which affect the total University climate with respect to enrollment and retention of students. The Committee shall act in an advisory capacity to appropriate University offices in making recommendations for their consideration.

2. The Committee on Admissions and Retention shall consist of:
  - a. Two representatives from the Enrollment Management Office to be recommended by the Associate Provost for Enrollment Management, and two representatives from the Office of Educational Development to be recommended by the Associate Provost for Student Affairs;
  - b. One full-time faculty member from each of the undergraduate Colleges, nominated by the Dean of the College for recommendation by the Executive Committee;
  - c. One student selected by the Student Senate;
  - d. One person recommended by the Associate Provost for Student Affairs;
  - e. The Director of Orientation, Testing, and Advisement, who shall serve ex officio.
3. The Chairperson of the Committee shall be elected by and from the members of the Committee. Members shall serve for two-year staggered terms.

#### **11. The Committee on Contractual Arrangements**

1. The functions of the Committee on Contractual Arrangements shall be:
  - a. To work with and act in advisory capacity to the Administration in establishing the best possible contractual arrangements for faculty and administrators;
  - b. To act as a vehicle for communication between the Administration and the faculty and administrators. The Committee shall receive, review and make recommendations concerning all changes proposed in contractual arrangements for faculty and administrators. It shall gather information from within and outside the University. It shall consult with and discuss its findings with faculty, administrators, and Administration;
  - c. To be responsible for recommending to the Senate changes in those parts of the *Faculty Handbook* which are related to contractual agreements. It shall receive, review and make recommendations regarding all contractual changes proposed for these sections of the *Faculty Handbook*. These changes in the *Faculty Handbook* shall be approved by Senate, the President of the University, and if necessary, by the Board of Trustees.
2. The Committee shall be composed of five members. The [University Senate](#) shall elect four members, one from the administrators and three from the full-time faculty. The Executive Committee of the Senate shall appoint the fifth member, who shall be chosen from among those who have training and expertise in areas relevant to the Committee. This appointment is subject to Senate approval. At least one member must be a member of the [University Senate](#), but the other four need not be Senate members. Committee members shall serve for staggered three-year terms which begin at the start of the Fall semester. The committee shall elect a chairperson and secretary at its first meeting in the Fall semester.

#### **12. The Committee on Sabbatical Leave**

1. The function of the Committee on Sabbatical Leave is to review and evaluate all applications for sabbatical leave and make recommendations to the Provost and Vice President for Academic Affairs.
2. The Committee is composed of the following faculty members elected from and by the full-time faculty for two-year staggered terms of their respective units:
  - a. One member from the College of Business Administration;
  - b. One member from the College of Communications and Fine Arts;
  - c. One member from the College of Education and Health Sciences;
  - d. One member from the College of Engineering and Technology;
  - e. One member from the College of Liberal Arts and Sciences.
3. The Committee shall elect its own Chairperson and establish its internal operating procedures and those procedures shall be made available to all full-time faculty.

### **13. The Committee on Continuing Education and Professional Development**

1. The function of the Committee on Continuing Education and Professional Development shall be:
  - a. To provide guidance for all aspects of programs in the Division of Continuing Education and Professional Development;
  - b. To review when appropriate all courses offered for credit in the Division. Courses traditionally offered by departments of the colleges, and the instructors thereof, shall receive prior approval by the department chairperson and Dean of the College in which the subject is traditionally taught;
  - c. To review when appropriate all non-credit courses and programs, and the instructors thereof;
  - d. To report to the Senate all actions affecting the academic goals of the Division and policies relating to their achievement.
2. The Committee shall consist of the Executive Director of the Division of Continuing Education and Professional Development, who shall serve as Chairperson, one full-time faculty member elected from each college, and the Associate Provost and Dean of the Graduate School, ex officio. Elected members shall serve three-year staggered terms. Each college shall determine its own procedure for electing its representative.

### **14. The Committee on Affirmative Action**

[\(Revised 4-18-02; click to see old version\)](#)

1. The function of the Committee on Affirmative Action shall be to review and, where appropriate, recommend practices and policies for the purpose of (a) enhancing the diversity of the faculty and student body through recruitment, retention, and other appropriate strategies, and (b) protecting individuals from discrimination and harassment based on age, color, creed, disability, ethnicity, marital status, national origin, race, religion, sex, sexual orientation or veteran

status. The Committee shall make recommendations to the University Senate and to the administrative officers involved in the implementation of affirmative action policies. To accomplish its objectives, the Committee shall periodically solicit and review reports from administrative officers, University Senate, university committees, and others involved in diversity and affirmative action policies.

2. The Committee shall be composed of nine members. Six members shall be appointed by the Executive Committee subject to approval by the Senate, one of whom, a Senate member, shall be designated as Chairperson. One member shall be appointed by the Provost and Vice President for Academic Affairs and one member by the Vice President for Business Affairs. One member shall be a student selected by the Student Senate. Appointments are for three-year renewable terms with staggered terminations.

**15. Student Grievance Committee**  
**[\(Revised 5-4-05; click to see old version\)](#)**

1. The function of the Student Grievance Committee shall be:

a. To conduct formal hearings, upon request of a student or faculty member, concerning allegations of unfair, prejudicial or capricious evaluation or treatment of the student by a faculty member in an academic role;

b. To conduct formal hearings, upon request of a student concerning allegations of unfair treatment or unlawful discrimination in any form in their services and program offered to Bradley students (full or part-time) by any faculty member;

c. To submit findings to the Provost or other appropriate academic officer. Should the committee find evidence that the grievance was appropriate, it will forward specific suggestions for rectifying such evaluation or treatment.

2. The Student Grievance Committee shall consist of:

a. Five faculty members who shall be elected to three-year renewable terms on a staggered basis. The faculty of each College of the University shall elect one of its members to serve on the Committee. An additional graduate faculty member shall be appointed from the Executive Committee of the Graduate Faculty by the Dean of the Graduate School to hear cases involving graduate students.

b. Two students appointed annually for one-year terms. One of the students shall be a member of the Student Senate Academic Affairs Committee appointed by the Student Senate. The other student shall be a member of the Graduate Advisory Committee appointed by the Dean of the Graduate School.

3. The Committee shall elect its own Chairperson and establish its internal operating procedures in accord with the published Student Grievance Policy and the various policies on affirmative action, discrimination, etc., and these procedures shall be made available to all faculty and students.

## **16. Retirement Advisory Committee**

1. The function of the Retirement Advisory Committee shall be:
  - a. To meet at least annually with the Provost and Vice President for Academic Affairs in order to receive reports on commitments under the current retirement policy;
  - b. To make recommendations and to offer suggestions to the University that would improve the existing retirement plan. Also, to receive suggestions and recommendations from the Provost and Vice President for Academic Affairs concerning possible changes in the existing retirement plan.
2. The Retirement Advisory Committee shall consist of:
  - a. Four full-time faculty members and one administrative staff member to be selected by the Executive Committee of the [University Senate](#) for three-year renewable terms on a staggered basis;
  - b. Where practical, one member of the Retirement Advisory Committee shall also be a member of the Committee on Contractual Arrangements.

## **17. Strategic Planning Committee**

1. The function of the Strategic Planning Committee shall be:
  - a. To review and evaluate all units of the University;
  - b. To make recommendations consistent with the mission and goals of the University to the [University Senate](#) regarding these units;
  - c. To project future needs by monitoring changing trends likely to have an impact upon the University in fulfilling its mission.
2. The Strategic Planning Committee shall consist of the following:
  - a. Ex officio members:
    - 1) The Provost and Vice President for Academic Affairs who shall serve as Chairperson;
    - 2) The President of the [University Senate](#);
    - 3) A representative from Student Affairs appointed by the President in consultation with the Provost and Vice President for Academic Affairs and the Associate Provost for Student Affairs;
    - 4) A representative from Business Affairs appointed by the President in consultation with the Vice President for Business Affairs;
    - 5) A representative from Enrollment Management appointed by the President in consultation with the Provost and Vice President for Academic Affairs and the Associate Provost for Enrollment Management;
    - 6) A dean of one of the colleges who is elected by and from the academic deans;



- 7) The Chairperson of the Senate Committee on University Resources;
- 8) The Vice President for Advancement.

b. Elected members of the full-time tenured faculty:

The Committee on Elections shall conduct elections by and from each College. Members shall be nominated by the full-time faculty of the respective College and elected by and from the full-time faculty of that College for three-year staggered terms. If a vacancy occurs prior to the completion of a term, the Dean of that College, in consultation with the College Executive Committee, shall appoint a replacement from the full-time tenured faculty of that College subject to ratification by the Executive Committee of the Senate. The appointee shall complete the unexpired term.

c. Elected members of the full-time tenured faculty:

The Committee on Elections shall conduct elections by and from each College for three-year staggered terms.

- 1) One member from the College of Business Administration;
- 2) One member from the College of Communications and Fine Arts;
- 3) One member from the College of Education and Health Sciences;
- 4) One member from the College of Engineering and Technology;
- 5) Two members from the College of Liberal Arts and Sciences.

d. Student members:

The Student Senate Executive Board, with the approval of the Student Senate, shall appoint two students to one-year terms. A graduate student should be appointed, either as one of the two students, or in addition to the two undergraduate students.

e. Appointed members of the full-time tenured faculty:

The President, in consultation with the Provost and Vice President for Academic Affairs, shall appoint three faculty to three-year terms.

The operative procedures for the Committee and any subsequent changes thereof are subject to Senate affirmation and shall be included in the *Faculty Handbook*. (See [Strategic Planning Committee Operation Procedures](#)).

Each College shall establish a strategic planning committee. The College committee shall be chaired by the Dean of that College. The elected faculty representative(s) to the Strategic Planning Committee shall serve as ex officio members of the College committee. Each College may define additional membership and the role that the College committee shall play in reviewing unit reports required by the Strategic Planning Committee.

## ARTICLE VI - ELECTIONS

### 1. **Timing of Elections for Senate Membership**

Elections for membership in the Senate shall be held prior to the first meeting of the Senate in May.

### 2. **Timing of Elections for Senate Officers and Members of Executive Committee**

Elections for officers of the Senate and members of the Executive Committee shall be held at the May meeting.

### 3. **Election of Members of Standing Committees**

Election of members of standing committees except the Executive Committee shall be held prior to the September meeting. The Agenda for the September meeting shall include approval of all committee memberships recommended by the Executive Committee, except for that of the Committee on Elections, which shall be on the Agenda of the previous May meeting.

### 4. **Procedures for Elections by Committee on Elections**

The following procedures shall be followed in the elections conducted by the [Committee on Elections](#) under Article V, Section 4, Paragraph c. of this Constitution:

1. The Committee shall place on the ballot the name of any qualified faculty member who presents a nominating petition with the signature of at least one eligible nominator;
2. Both nominating petitions and election ballots shall be distributed to all eligible faculty one week prior to their respective due dates;
3. The Committee on Elections will arrange the method of distribution and collection of nominating petitions and ballots. The committee may have the Deans' Offices, or comparable administrative offices, assist in the distribution and collection process;
4. Qualified write-in candidates may be elected;
5. If no faculty members petition for candidacy, the Executive Committee shall nominate persons to fill those positions on the ballot that would otherwise have no candidates for election.

### 5. **Procedures for Elections by Colleges**

College elections of representatives to the [University Senate](#) and elected members of [University Senate](#) standing committees (Committee on Curriculum and Regulations, Committee on Sabbatical Leave, Committee on Continuing Education and Professional Development, and Student Grievance Committee).

1. Consistent with the *Faculty Handbook*, the faculty of each college shall decide how the college's representatives to the [University Senate](#) and its standing committees will be elected.
2. Elections shall be held:

- a. At the completion of a faculty member's term;
- b. When a faculty member resigns and more than one semester remains in the faculty member's term;
- c. When a faculty member temporarily withdraws from service (e.g., leave of absence, sabbatical leave) for more than one semester.

3. Appointments:

- a. When a faculty member resigns and only one semester remains in the faculty member's term, the head of the unit that elected the faculty member may appoint a replacement to finish the term;
- b. When a faculty member temporarily withdraws from service and the withdrawal will last only one semester, the head of the unit which elected the faculty member may appoint a temporary replacement.

4. The election procedures employed by each college to elect representatives to the Senate and its standing committees shall:

- a. Solicit nominations from all eligible faculty;
- b. Allow a suitable time period for balloting;
- c. Allow qualified write-in candidates to be elected;
- d. Allow the head of the unit in which the election occurs (e.g., Dean, Chairperson) to nominate candidates when, at the end of the nomination period, there are fewer candidates than positions on the ballot.

## **ARTICLE VII - AMENDMENTS**

### **1. Proposal, Discussion, and Vote**

Any member of the Senate may propose amendments to this Constitution at any regular meeting, or at any special meeting for which the call states that such amendments will be considered. An amendment may be discussed at the meeting at which it is proposed, but shall not be voted on until the following meeting. A vote of two-thirds of those present and voting shall be required for adoption.

### **2. Adoption of Amendments at Same Meeting**

An amendment may be adopted at the same meeting at which it is presented only if the proposed text is in the hands of the membership 48 hours before the time of the meeting, and if the amendment is approved by a vote of two-thirds of the total membership of the Senate.

## II. FACULTY

[Process 1](#)) is used to make changes in Chapter II. except where noted.

### A. Statement on Faculty Ethics

PROFESSORS, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it, and to this end they devote their energies to developing and improving their scholarly competence. Accepting the obligation to exercise self-knowledge, they practice intellectual honesty. Although they may follow subsidiary interests, these interests never seriously hamper or compromise their freedom of inquiry.

AS TEACHERS, professors encourage the free pursuit of learning in their students, holding before them the best scholarly standards of the discipline. They demonstrate respect for students as individuals. Adhering to their proper role as intellectual guides and counselors, they make every reasonable effort to foster honest academic conduct and to assure that evaluation of students reflects true merit. They respect the confidential nature of the relationship between professor and student, avoid any exploitation of students for private advantage, and acknowledge significant assistance from students. They protect students' academic freedom.

AS COLLEAGUES, professors have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others, acknowledge academic debts, and strive to be objective in professional judgment of colleagues. They accept their share of faculty responsibility for the governance of their institution.

AS MEMBERS OF THEIR INSTITUTION, professors seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided those do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work done outside the institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

AS MEMBERS OF THEIR COMMUNITY, professors have the rights and obligations of any citizen. They measure the urgency of these obligations in the light of responsibilities to the subject, to students, to the profession and to the institution. When they speak or act as private persons, they avoid creating the impression that they speak or act for the college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

AS ADMINISTRATORS, professors practice intellectual honesty. In the exchange of criticism of ideas they show due respect for the opinions of others. They do not make false charges against other faculty members.

## B. Faculty Appointment Status

### 1. Appointments

Appointments to the faculty of Bradley University are made on one of the following bases:

#### a. Full-time position eligible for tenure

Procedures and criteria for appointment, evaluation, tenure, promotion, and dismissal are found in the other sections of this chapter of the *Faculty Handbook*.

#### 1) Academic Ranks

Lecturer  
Instructor  
Professorial Ranks  
Assistant Professor  
Associate Professor  
Professor  
Distinguished Professor

Appointment to full-time positions eligible for tenure are subject to the criteria described beginning with [Criteria for Tenure](#) and [Criteria for Academic Appointment and Promotion for Tenure-Track Positions](#).

#### 2) Probationary Appointments

a) Probationary appointments may be for one year, or for other stated periods, subject to renewal. The total period of full-time service prior to the acquisition of continuous tenure will not exceed seven years. No person shall lose or gain any tenure rights on a part-time appointment or while on leave of absence.

b) Transferability of credit toward satisfying the tenure probationary period normally may be allowed for full-time teaching experience at an accredited institution of higher learning up to a maximum of three years. Under extraordinary circumstances, this limitation may be waived. Determination of the amount of credit to be transferred shall be made at the time of initial appointment and shall be the joint decision of the department of which the faculty member shall be a member, the Dean of the College of which the department is a part, and the Provost and Vice President for Academic Affairs.

c) The faculty member will be advised, at the time of initial appointment, of the substantive standards and procedures generally employed in decisions affecting renewal and tenure. Any special standards adopted by the faculty member's department will be brought to the faculty member's attention. The faculty member will be advised of the time when decisions affecting renewal or tenure are ordinarily made (See [Faculty Evaluations](#)), and will be given the opportunity to submit material which the faculty member believes will be helpful to an adequate consideration of the circumstances.

d) Each faculty member holding tenure shall lose the rights to tenure upon resignation. Should such a person be reappointed to a position eligible for establishment of tenure, the probationary period may be

established at less than seven years upon the recommendation of the faculty member's department, with the concurrence of the Dean and the Provost and Vice President for Academic Affairs. Bradley University's criteria for the granting of tenure to lecturers and to professorial faculty differ and, therefore, lecturers are not eligible for promotion to instructor, assistant professor, or any other position or rank. A lecturer may apply for a professorial position if she/he has achieved the appropriate qualifications specific to the vacancy. Should a tenured lecturer receive an appointment to a professorial position, this shall be considered a new appointment and the individual's tenure probationary period for meeting those tenure criteria shall be the same as for other new appointments.

e) Regardless of the stated term or other provisions of any appointment, written notice that a probationary appointment is not to be renewed will be given to the faculty member in advance of the expiration of the appointment, as follows:

1)) Not later than March 1<sup>st</sup> of the first academic year of service if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination;

2)) Not later than December 15<sup>th</sup> of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination;

3)) At least twelve months before the expiration of an appointment after two or more years of service at the University.

f) A faculty member in the probationary period must be notified not later than March 1<sup>st</sup> of the sixth year of service with the University if the faculty member will or will not be offered tenure at the beginning of the seventh year. If tenure is not granted, the faculty member will be offered a one-year terminal contract for the seventh year. The signing of the terminal contract does not diminish in any way the faculty member's right to appeal the tenure decision.

A faculty member who has been granted a one year extension of the probationary period according to the policy on extending the probationary period must be notified not later than March 1<sup>st</sup> of the seventh year of service with the University whether the faculty member will or will not be offered tenure at the beginning of the eighth year. The signing of the terminal contract does not diminish in any way the faculty member's right to appeal the tenure decision.

g) When a faculty recommendation or a decision not to renew a probationary appointment has first been reached and forwarded to a higher administrative level, the faculty member involved will be informed of that recommendation or decision in writing by the body or individual making the initial recommendation or decision, and, if he or she requests, the faculty member will be advised of the reasons which contributed to that decision. The faculty member may request reconsideration by the recommending or deciding body.

h) If the faculty member so requests, the reasons given in explanation of the non-renewal will be confirmed in writing.

i) Insofar as the faculty member alleges that the decision against renewal by the appropriate faculty body was based on inadequate consideration, The Committee on Tenure, Promotion and Dismissal will determine whether the decision was the result of adequate consideration in terms of the relevant standards of the University. The burden of proof that adequate consideration was not given to the faculty member's qualification will rest with the faculty member. The [Committee on Tenure, Promotion and Dismissal](#) will not substitute its judgment on the merits for that of the faculty body. If the [Committee on Tenure, Promotion and Dismissal](#) believes that adequate consideration was not given to the faculty member's qualifications, it will request reconsideration by the faculty body, indicating the respects which it believes the consideration may have been inadequate. It will provide copies of its findings to the faculty member, the faculty body, and the President. (For cases of non-renewal on other than professional grounds, see [Termination of Employment](#) and [Tenure, Promotion and Dismissal Committee Operating Procedures](#)).

**b. Full-time and part-time positions not eligible for tenure, consisting of the following ranks:**

Temporary Instructor

Temporary Assistant Professor

Temporary Associate Professor

Temporary Professor

Temporary Distinguished Professor

The criteria for determination of rank in temporary appointments are the same as those stipulated for full-time tenure-eligible positions. While there are a variety of circumstances in which a temporary appointment may be appropriate for a department, it is expected that they will entail only a brief association with the University. (See [Annual Contracts](#)). Temporary appointees are not eligible for tenure while serving in a temporary appointment status.

**c. Special Appointments, not eligible for tenure, consisting of the following ranks:**

**1) Adjunct Faculty**

Individuals with outstanding professional qualifications engaged as consultants by the University. Adjunct faculty are appointed at a rank appropriate to the individual's qualifications.

**2) Visiting Professor**

An individual who holds equivalent rank at some other institution or who is employed by another organization and meets the academic requirements for such rank at Bradley University. The individual would be engaged in teaching or a combination of teaching-research on either a full-time or part-time basis. The appointment would be only a brief association with the University (See

[Annual Contracts](#)) for a summer, semester, part of a semester, or a year; and when warranted, reappointment could be considered. The visiting professor or instructor would not be eligible for tenure.

**3) Affiliate Instructor**

An individual who meets the qualifications for instructor and who would regularly or occasionally teach part-time. Appointees are not eligible for tenure.

**4) Research Professor, Research Associate Professor, or Research Assistant Professor**

An individual who meets the requirement for such rank, but whose responsibility to the University would be principally research activities. Normally, research appointments are not eligible for tenure, but upon recommendation by the appropriate administrative officers, tenure may be granted.

**5) Emeritus Status**

An individual who, after long service to the University, has retired. This appointment is made by the President of the University upon recommendation of the department chairperson, the dean of the college, and the Provost and Vice President for Academic Affairs. See also [Emeriti Benefits](#).

**a) Policy for Emeritus Appointment**

The Emeritus appointment for faculty and administrative professionals retiring from service at Bradley University is a formal recognition of meritorious service exceeding the expected norm of performance to the University, to the community and to the profession.

The rank of Emeritus may be conferred only on retiring persons who have served on the faculty or in professional administrative positions for a minimum of fifteen years.

Appointment Procedure:

- 1)) Nominations of faculty candidates are to be submitted to the Provost and Vice President for Academic Affairs and those of professional staff to the appropriate Vice President during the last semester of active service. Although nominations may be initiated by anyone, it is recommended that they be processed through the individual's chairperson or director, and dean or Associate Provost.
- 2)) Documentation of the candidate's qualifications must be presented with the nomination.
- 3)) The candidate's qualifications will be evaluated by the Provost and Vice President for Academic Affairs or other appropriate Vice President and an ad hoc advisory review committee including three Emeriti appointed by the Provost and Vice President for Academic Affairs or other Vice President. When possible, one member should be acquainted with the candidate's professional area. In special cases, the length of service may be waived to recognize persons who have made distinguished professional contributions to the University.



Recommendations of Emeritus appointment are then forwarded to the President and Board of Trustees.

**b) [Emeriti Benefits](#)**

All special appointments require approval by the Provost and Vice President for Academic Affairs.

**2. Contracts**

**a. Annual Contracts**

1) The annual contract for all full-time teaching faculty, including department chairpersons, shall normally be for nine months.

2) The terms and conditions of every appointment to the faculty will be stated or confirmed in writing, and a copy of the appointment document will be supplied to the faculty member. Any subsequent extensions or modifications of an appointment, and any special understandings, or any notices incumbent upon either party to provide, will be stated, or confirmed in writing and a copy will be given to the faculty member.

3) With the exception of Special Appointments (See [Special Appointments, not eligible for tenure](#)) clearly limited to a brief association with the University, and reappointments of retired faculty members under special conditions, all full-time appointments are of two kinds:

a) Probationary appointments;

b) Appointments with continuous tenure.

4) Except for faculty members who have tenure status, all persons with a teaching or research appointment of any kind will be informed each year in writing of their appointment and of *all* matters relative to their eligibility for the acquisition of tenure.

5) A person appointed to an administrative position as President, Vice President or Dean shall be eligible for tenure as a member of the faculty, such tenure to be dependent upon the same rules, procedures and criteria applied to the faculty.

6) Upon the assumption of full-time faculty duties by a tenured department member who has been serving in an administrative position, the following guidelines shall be observed:

a) No termination of appointment of other tenured faculty in the department shall be made;

b) No termination of appointment of non-tenured faculty or elimination of any vacancy in the department shall be made if the result is the elimination of a specialty vital to the curriculum offerings;

c) No action by the department shall be taken that infringes upon the tenure rights of that faculty member who has been serving in an administrative position.

**b. Renewal Dates**

By March 1<sup>st</sup> of each year, faculty members who are to be retained for the following year will be notified in writing the salary they will receive, plus any special conditions that pertain to their status. Faculty members are expected to respond by April 1<sup>st</sup>, indicating their acceptance of the terms and conditions stated in the letter referred to above, including their agreement to remain with the University during the period stipulated in the letter (contract).

In unusual instances, and with the approval of the department chairperson, the dean, and the Provost and Vice President for Academic Affairs, written requests for short-term extensions beyond the April 1<sup>st</sup> date may be granted.

Faculty members also will be notified by March 1<sup>st</sup> of each year of any approved changes in their professional rank or tenure status, and the effective date of such changes.

**c. Summer and Interim Contracts (Extra-semester Contracts).**

- 1) Determination of all extra-semester employment by the University shall be made by appropriate department chairpersons with the concurrence of the appropriate Dean and the Provost and Vice President for Academic Affairs.
- 2) Separate contracts, as warranted, may also be arranged for administrative and academic advising duties of academic departments.
- 3) Contract letters for May Interim and summer teaching, administrative duties, and academic advising by faculty members will be offered by March 15<sup>th</sup>, and accepted or rejected by the faculty member before April 1<sup>st</sup>. Contracts for January Interim will be offered by November 15<sup>th</sup> and accepted or rejected by December 15<sup>th</sup>.
- 4) The Director of Interim and Summer Sessions in consultation with the dean of each college and with the approval of the Provost and Vice President for Academic Affairs approve all course offerings for the interim and summer sessions. The specific courses offered are determined by the college and are based on the curriculum needs of students with special attention to courses which must be offered to meet clear prior promises to students (e.g., Co-op Program obligations).
- 5) Faculty members contracted to teach approved courses having an enrollment history of five or more students in the summer and/or interim sessions will receive compensation independent of enrollment, see 8a below. Should fewer than five students enroll, making it in the judgment of the chairperson and dean inappropriate to teach the class in its normal format, the faculty member shall have the option of choosing an alternative format. When the course has no enrollment, the faculty member may choose to cancel the contract or to perform alternative services, such as advising, administration, or research.
- 6) Faculty members contracted to teach approved courses with no enrollment history, erratic or low enrollment history will receive compensation based on the enrollment, see 8b below. Should fewer than five students enroll, making it in the judgment of the faculty member, chairperson, and the dean inappropriate to teach the class in its normal format, the faculty member shall have the option of choosing an alternative format.

7) The colleges are encouraged to use the summer and interim semesters for experimental and innovative courses and teaching. Special additional opportunities to promote these objectives may be available. Experimental and innovative summer courses must proceed through the normal departmental and college course approval processes. Compensation is at the same rate as for courses that have established enrollment histories, see 8a below.

8) Compensation:

a) Compensation, per credit hour, for summer and interim courses with an established enrollment history of five or more students will be at a rate of 2 and 1/3% of annual salary regardless of enrollment.

b) For new courses or courses not having an enrollment history of five or more students during the summer or interim, the compensation, per credit hour, will be 50% of tuition revenue up to a maximum of 2 and 1/3% of annual salary. Should five or more students enroll in the course, as indicated by the Official Registration Report (Third Week Roster), the compensation, per credit hour, shall be 2 and 1/3% of annual salary.

9) Faculty shall not be contracted for summer employment for more than a total of two 3- or 4-semester hour courses per 5-week session or equivalent except in unusual circumstances; e.g., when no other full-time faculty member is available.

10) The University's sick leave policy does not apply to the summer or interim contractual obligation. Absences due to illness, injury, or personal reasons will be processed as deductions from summer compensation.

11) Extra-semester salaries will be paid at the end of each session.

**d. Faculty Workload Statement**

Bradley University strives to maintain an academic environment that supports superior teaching, the primary mission of the University, and encourages the pursuit of professional activities necessary for the continued intellectual development of its faculty.

Components of a faculty member's workload may include classroom teaching and laboratory supervision, academic advisement, scholarly research, creative production, curriculum development, committee assignments, and other university-related matters expected in the normal performance of one's duties. The determination of the workload of an individual faculty member should take into account the uniqueness of that person's skills and abilities and be in accord with whatever potential contributions to the university and the profession the individual faculty member is capable of making. It is the responsibility of the separate colleges, initially of department chairpersons working with the college deans and in consultation with the faculty, to determine the most judicious and productive workload for individual faculty members. It is expected that this workload will be as consistent as possible with the faculty member's plans for professional development.

No university-wide detailed description of faculty workloads can take into account the entire range of faculty activities within their respective departments.

However, it is an objective of workload determination to establish an equitable distribution among faculty members. This does not mean that all persons will have exactly the same workload, but that each is treated fairly to optimize personal growth and contribution to the University. Specific guidelines may be adopted in individual colleges, and departments for their explicit determination of faculty members' workloads, subject to the consultation above.

The customary teaching component of workload shall not exceed twelve semester hours or its equivalent each semester. This is accompanied by such other professional activities of scholars and academicians as research, advisement, and committee assignments. Reductions in teaching are provided for department chairpersons, the President of the [University Senate](#), the Academic or Faculty Ombudsman, etc. Other reductions may be granted to any faculty member for especially time-consuming research and creative production, program development, or graduate teaching; these require the approval of the chairperson, the Dean, and the Provost and Vice President for Academic Affairs. Special teaching assignments, such as in continuing education, may be accepted as an overload from time to time, either for additional compensation or for released time approved for a later date. The governing principles in all workload determinations are to achieve fairness in relations with the faculty and to maximize its professional growth and benefit to the University. (Revised March 25, 1999 by adding the words, "the President of the University Senate").

In attempting to make workload determination in light of national trends, Bradley University takes into account guidelines set forth by such professional organizations as Committee C of the American Association of University Professors and relevant accreditation agencies. \*

**e. Sabbatical Leaves and Leaves of Absence**

1) Sabbatical leave may be granted to a full-time faculty member after six years of full-time service on the faculty. Unpaid leaves of absence normally will not count toward the six years. Sabbatical leaves carry half salary for the year or full salary for one semester. Faculty members granted sabbatical leave must agree to return to the Bradley faculty for at least one year after the expiration of the leave or repay to the University the amount of salary received while on leave. Application for sabbatical leave must be presented to the department chairperson, who, together with the dean, will forward the application to the Provost and Vice President for Academic Affairs. Recommendations and all comments relating to sabbatical leave applications should accompany the applications through the various committees to the Provost and Vice President for Academic Affairs.

2) Leaves without pay may be granted upon the recommendation of the department chairperson, the Dean of the College, and the Provost and Vice President for Academic Affairs.

3) All requests for sabbatical leave and leaves of absence must be submitted prior to the deadline indicated in the Calendar of Deadlines.

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\* Examples include comments found in Committee C's "Statement on Faculty Workload," found in the *AAUP Bulletin*, Vol. 56, Spring 1970, pp. 30-32, as well as contained in the booklet, "Accreditation Council Policies, Procedures, and Standards 1979-80," of the AACSB.

4) Sabbatical leaves and unpaid leaves of absence may be granted for various reasons related to professional growth and development including various creative and scholarly endeavors: research related to teaching and other professional endeavors, writing, work related to the performing arts, creation or performance, post-terminal degree study, study and travel abroad, and study toward a terminal degree. Each request for a sabbatical leave or an unpaid leave of absence will be judged on its merits, which, together with other factors, such as financial or other exigencies, will determine the number of leaves that can be granted in a particular year.

5) In the case of a request for a sabbatical leave for the purpose of study toward a terminal degree, it is expected that the faculty member submitting the request will be able to present evidence which is sufficient to indicate a commitment to the degree, and that the faculty member will be able to complete it during the period of the sabbatical leave plus one or two additional summers of study, research and writing.

6) The principal criterion in judging a request for a sabbatical leave is the extent to which it will enhance the professional competence of the faculty member and the stature of the University, and the contribution it will make to the discipline. The past performance of the faculty member will be used as an important factor in determining the possibility of a successful completion of the sabbatical leave project. This will include such things as teaching, research, performing arts presentations, other professional endeavors, and contributions to the university and the community.

7) If a faculty member is granted a sabbatical leave, it is expected that he or she will withdraw from all formal assignments with Bradley University, including, for example, committee assignments.

8) Plans for financial remuneration from any external source such as another university or agency requiring the rendering of a service must be approved by all parties involved in the judging of sabbatical leave applications. Violation of this stipulation will result in termination of financial remuneration from Bradley University. Normally such employment will not be approved unless it helps the faculty member to accomplish the objectives of the leave in ways not otherwise possible. The income received from such gainful employment plus the stipend received from the University can be sufficient enough to equal the budgeted University salary for that faculty member, to make up any possible salary for summer teaching and to help offset other expenses incurred related to the sabbatical leave.

9) Upon completion of a sabbatical leave, faculty members shall submit a written statement to the Dean of their College and to the Provost and Vice President for Academic Affairs, which statement shall describe the nature of the activity engaged in, and the extent to which the proposed project was completed.

10) All insurance benefits for those on paid sabbatical leave are kept in force automatically unless otherwise specifically requested. Faculty members who have been granted an unpaid leave of absence may make arrangements to keep insurance benefits in effect at full cost, except as required by law, to the faculty member by contacting the Controller's Office at least one month

before such leave becomes effective. The one exception to full continuation of all benefits is the long-term disability insurance during unpaid leave. Long-term disability is continued only for leaves for full-time study for an advanced degree, work in the field of education, or research such as a Fulbright Award, or foundation grant or government project.

11) When sabbatical leave is not granted, the faculty member should be given the opportunity to know the reasons for that decision. This information, if requested, should come from the Provost and Vice President for Academic Affairs.

12) Under the [Family and Medical Leave Act of 1993](#) (FMLA), employees may have up to 12 weeks of paid and unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for the University for at least one year and for 1,250 hours over the previous 12 months. This leave will be granted to care for the employee's child after birth, or placement for adoption or foster care, care for the employee's spouse, son, daughter, or parent, who has a serious health condition or for a serious health condition that makes the employee unable to perform the employee's job. All paid leave must be used before unpaid leave begins. Employees are required to provide a 30-day advance notice when "foreseeable" and a completed medical certification. Certification forms are available through the Personnel and EEO-AA Office, 239 Sisson Hall.

#### **f. Professional Consulting**

The University recognizes the values of truly professional consulting and therefore encourages faculty members to seek permission from their chairperson and dean to engage in such activity provided it will not interfere with assigned campus duties and will contribute to the professional development of the faculty member.

The University affirms the principle that any and all consulting by faculty members should be on a professional level and of a nature consistent with the faculty member's rank and professional experience. See section II.E.9 on [Conflict of Commitment](#) for a statement on maximum time that can be spent in compensated professional/commercial activities.

Where University facilities are used for a faculty member's consulting, realistic charges for such use of facilities plus 100% overhead must be charged and should be billed through the Controller's Office.

The University believes that truly professional consulting is an important activity, which should be given consideration in the annual evaluation of faculty members. Faculty are requested, therefore, to report all consulting activities to their chairperson and to their dean.

### **3. Compensation**

#### **a. Salary Information**

Faculty members are paid after 8:30 a.m. on the first of each month, except as noted below:

1) If the first day of a month falls on Saturday or Sunday, salary checks will be made available after 8:30 a.m. on the last Friday immediately preceding the first day of the month;

2) In the month of December, salary checks are available on the last working day the university is open before the holidays as specified in the University calendar;

3) Exceptions to the above due to holidays will be communicated by the Controller's Office;

4) Should a faculty or staff member be absent from the campus on the date that salary checks are delivered, upon request of the faculty member the check will be mailed to a specific address or to the bank. In the latter case a mail deposit slip (and a bank-by-mail envelope, if possible) must be provided;

5) Extra compensation and Grant Contract payments are available for pick-up after 8:30 a.m. at the Reception Desk located in the Controller's Office, 103 Swords Hall, on the 15<sup>th</sup> of each month during the REGULAR ACADEMIC SEMESTERS. If the 15<sup>th</sup> falls on Saturday or Sunday, checks are available after 8:30 a.m. on the preceding Friday. NO DIRECT DEPOSIT AVAILABLE.

During SUMMER and INTERIMS, Extra Compensation and Grant Contract payments are combined with Summer and Interim payments;

6) January or May Interim and Summer Sessions salary checks are available on the last day of each session after 8:30 a.m. and are distributed to DEPARTMENTS. NO DIRECT DEPOSIT AVAILABLE;

7) Direct deposit of regular salary checks is available at several local banks located in the continental U.S. that accept ACH transfers by making proper arrangements with the Payroll Dept., 229 Sisson Hall;

8) Faculty will receive their contract salary in 12 payments on the first of each month according to present payment practices.

**b. Extra Compensation Policy**

This policy establishes guidelines for determining the rate and amount of extra compensation that may be received by faculty and administrative staff members for activities performed through the University.

**1) Extra Compensation Rates for Federally Funded Grants and Sponsored Programs**

a) The maximum rate of compensation for work performed by individuals participating in university-administered federally funded grants and sponsored programs shall be equal to that received for full-time university involvement except in cases where the sponsoring agency's policy specifies otherwise.

b) The maximum rate of compensation for these purposes shall be determined by the following formulas:

1)) For academic year personnel:

Hourly rate = Academic Year Salary divided by 1,560 hours

2)) For calendar year personnel:

Hourly rate = Academic Year Salary divided by 2,080 hours

**2) Extra Compensation Rates for Non-federally Funded Activities**

a) The rate of compensation for participants with full-time academic year appointments should reflect the scope and difficulty of the project as well as the relative compensation for similar projects in the area of study. Unless prior approval is obtained from the Provost and Vice President for Academic Affairs, the hourly rate of compensation cannot exceed twice the maximum hourly rate for federally funded programs. This policy concerning rates of compensation will also apply to participants involved in projects outside of the nine-month academic year.

b) Individuals on administrative contracts shall not receive extra compensation from performance of administrative duties associated with sponsored research or programs.

c) Unclassified staff on twelve-month appointments as research associates (without faculty, professional, or administrative status) shall not receive extra compensation for the performance of sponsored programs.

**3) Number of Hours for Which Extra Compensation Can Be Obtained**

During the period of time in which participants are under full-time appointments, they are expected to carry out their contractual obligations to the University.

a) A participant who receives extra compensation through the University is limited to eight hours per week during the full-time appointment contract period except for holiday, vacation, or (for faculty) interim periods. During vacation, holiday, and (for faculty) interim periods, extra compensation is limited to 40 hours per week. The extent and distribution of this time commitment shall have the approval of the appropriate chairperson, director or immediate supervisor and dean. The total time committed to professional consulting, continuing education commitments, and for grants and sponsored programs is not to exceed eight hours per week during periods in which participants are under full-time appointment, with the exception of holiday, vacation and (for faculty) interim periods;

b) During the summer, participants will be limited to 40 hours per week;

c) Teaching a three-semester-hour course during the January Interim or a three-week summer session will be treated as a 40 hour per week commitment. Each three-semester-hour course taught during a five-week summer session will be treated as a 20 hour per week commitment.

**4) Time and Expense Forms**

All personnel receiving compensation will at appropriate intervals be required to fill out time and expense forms as requested by the University and/or sponsoring agency.

**5) Hardship**

This policy can be modified on an individual-case basis, where its enforcement would result in an unnecessary hardship on a faculty member, program, or the University. All such modifications will require prior approval by the participant's department chairperson, the dean, and the Provost and Vice President for Academic Affairs.



**c. Summer and Interim Compensation**

- 1) Compensation, per credit hour, for summer and interim courses with an established enrollment history of five or more students will be at a rate of 2 and 1/3% of annual salary regardless of enrollment.
- 2) For new courses or courses not having an enrollment history of five or more students during the summer or interim, the compensation, per credit hour, will be 50% of tuition revenue up to a maximum of 2 and 1/3% of annual salary. Should five or more students enroll in the course, as indicated by the Official Registration Report (Third Week Roster), the compensation, per credit hour, shall be 2 and 1/3% of annual salary.
- 3) Faculty shall not be contracted for summer employment for more than a total of two 3- or 4-semester hour courses per 5-week session or equivalent except in unusual circumstances; e.g., when no other full-time faculty member is available.
- 4) The University's sick leave policy does not apply to the summer or interim contractual obligation. Absences due to illness, injury, or personal reasons will be processed as deductions from summer compensation.
- 5) Extra-semester salaries will be paid at the end of each session.

**d. Benefits**

(Procedures for changing and revising this section is different from the other sections and falls under [Process 2](#))

No provision of this *Faculty Handbook* shall be construed as requiring the University to provide any benefit to or for any dependent or domestic partner of an employee unless expressly provided for in a University benefit plan or required by law.

**1) Fringe Benefits**

Coverage of all fringe benefits shall be for the full academic year with contributions by the individual faculty member and the University based on the current University policy.

**a) Social Security**

Bradley University participates in the Social Security Program providing retirement, disability, or death benefits. It is necessary for all new faculty members to report their social security number and income tax exemption information to the Personnel and EEO/AA Office. (Additional insurance plans which provide for retirement; death and other benefits are described below.)

**b) TIAA-CREF Retirement Annuity Plan**

The University participates in a retirement annuity program carried with the Teacher's Insurance and Annuity Association of New York (TIAA-CREF). Full-time employees for a regular contract year - regular contract refers to the nine-month academic year contract for faculty and the 12-month contract for administrative and professional staff - who were enrolled in this plan before coming to Bradley University, or who meet the year of service requirement, - the term "year of service" means a 12-month period immediately preceding the employee's date of employment

with Bradley University during which the employee was employed in a regular non-student capacity and worked 1,000 or more hours with a four-year bachelor degree granting institution of higher education - are eligible to participate in the plan upon arrival by contributing a minimum of 5% of base salary. This amount is matched by the University.

Full-time employees for the regular contract year who do not meet the above, are eligible to participate after one year of service from the date of employment. Contribution of more than 5% of base salary may be contributed to purchase additional annuity benefits. However, University contributions are limited to 5%.

Faculty contributions may be either tax-deferred or non-tax-deferred. Tax-deferred contributions are limited by tax law.

For full details about the plan consult the brochure entitled, YOUR RETIREMENT ANNUITY, available in the Personnel and EEO/AA Office. Any additional questions should also be directed to the Personnel and EEO/AA Office.

#### Tax-Deferred Annuities (Additional or Supplemental Retirement Annuities)

Contributions to this Plan are made on a tax-deferred annuity (TDA) basis in addition to any contributions which may be made to Bradley University's plan. There are no contributions from the University. All employees except students and employees with retirement benefits provided under a collective bargaining agreement are eligible to begin participation on the first of the month following employment. To participate in this Plan, an eligible employee must complete the necessary enrollment form(s), as well as a Salary Reduction Agreement, from the Personnel and EEO-AA Office. Under this agreement, the employee's salary is reduced and the amount of the reduction is applied as premiums to the TDA. Limitations on TDA contributions are subject to IRS limitations.

#### **c) Custom Benefit Plan**

The Custom Benefit Plan is a voluntary plan that allows a full-time employee to select various employee benefits to be paid with "pre-tax" dollars. Upon joining, employees may select to have the premiums of group health and life paid with "pre-tax" dollars. In addition, medical and dental expenses, not covered by health and dental insurance, and dependent care expenses can be applied to the Custom Benefit Plan.

Each employee elects how much is to be set aside from each paycheck. Any uncommitted balances at the end of the plan year are forfeited.

#### **d) Group Life Insurance**

Eligibility is effective on the first of the month following the date of employment. Insurance is available on a contributory basis in the following amounts with the University paying two-thirds of the total premium cost per faculty or administrative / professional staff member.

Salary	Amount of Insurance
\$ 5,000 - 6,999	\$ 13,000
\$7,000 - 9,999	\$17,000
\$10,000 - 13,499	\$21,000
\$13,500 - 16,999	\$28,000
\$17,000 - 19,999	\$36,000
\$20,000 - 27,499	\$42,000
\$27,500 and above	\$55,000

In each of the above categories, the accidental death and dismemberment coverage is equal to the life insurance coverage. For full details consult the brochure entitled YOUR GROUP INSURANCE PLAN, which is available in the Personnel and EEO/AA Office.

Employees eligible for insurance benefits with less than a 12 month tour of duty (administrative and professional staff), may make arrangements to keep insurance benefits in effect at full cost to the employee by contacting the Payroll Department before taking their unpaid leave.

**e) Medical Insurance**

The University offers the following medical insurance plans: basic major medical or a health maintenance organization. Dental insurance option is available with either plan. Medical insurance is available to full-time employees and their dependents. Based on a contributory basis, the University pays two-thirds of the total premium on its basic health insurance plan. Full-time employees are eligible to join within the first 31 days of employment. Coverage is effective on the first day of the employment contract or sign up, whichever is the later.

Employees eligible for insurance benefits with less than a 12 month tour of duty (administrative and professional staff), may make arrangements to keep insurance benefits in effect a full cost to the employee by contacting the Payroll Department before taking their unpaid leave.

If you do not enroll yourself and your dependents within 31 days after becoming eligible, satisfactory evidence of insurability is required for you and each dependent, or you may enroll during the "Open Enrollment" period. "Open Enrollment," as announced by the Personnel and EEO/AA office, usually occurs in the fall and is a time when an employee may enroll in or change plans. If after you become insured, you either:

(a) Get married - you may change your coverage to family membership within 31 days of your marriage without providing evidence of insurability;

(b) Acquire your first newborn child while you are not insured for dependents' insurance - you may enroll that child without submitting evidence of insurability if you complete the enrollment card within 31

days of the birth. Coverage becomes effective the date the employee acquired the newborn or the date the employee applied for dependent coverage, whichever is later.

Current full-time employees participating in one of the health insurance programs are eligible to continue their coverage upon retiring at age 62 or older with at least 10 years of service, provided they continue to pay their portion of the monthly premium on the same basis as that for active employees.

In the case of the death of an employee who has served the University for ten or more years and was covered by a University medical plan at the time of death, the surviving spouse may, if having reached the age of 55, continue the plan at a rate of 102% of cost until eligible for Medicare. The surviving spouse will bear the cost. For full details, call the Personnel and EEO-AA Office, extension 3223.

**f) Sick Leave / Short Term Disability**

During the regular contract year - regular contract refers to the nine-month academic year contract for faculty and the 12-month contract for administrative and professional staff - for absences due to accident, sickness or pregnancy of an employee, or immediate family, - "immediate family" shall include: grandparent, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, child, step-child, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, grandchild, and legal guardian - full-time regular employees' salary payments will be continued by the University according to the following schedule:

Less than one year continuous service:	Full pay for one month, 60% for 2 additional months
One year but less than two years:	Full pay for one month, 60% for 5 additional months
Two years but less than three years:	Full pay for two months, 60% for 4 additional months
Three years but less than four years:	Full pay for three months 60% for 3 additional months
Four years but less than five years:	Full pay for four months 60% for 2 additional months
Five years and over:	Full pay for six months

Unused sick leave from one year may not be carried over to the next contract year.

Disability resulting from pregnancy is treated as any other disability.

THE UNIVERSITY RESERVES THE RIGHT TO REQUIRE A LEGALLY QUALIFIED PHYSICIAN'S STATEMENT AT THE TIME THE EMPLOYEE INITIALLY CLAIMS DISABILITY AND AT THE TIME THE EMPLOYEE IS RELEASED TO RETURN TO WORK.

**g) Long Term Disability**

Long-term disability insurance is available to all full-time faculty, administrative and professional staff after one year of continuous service at Bradley University. New full-time employees are eligible to join immediately if employed by the University within three months of leaving another group total disability insurance plan. The University will pay two-thirds of the total premium cost for employees through the TIAA-CREF Total Disability Insurance policy on the first \$2,000 benefit.

Employees may elect to pay 100% of the additional premium cost up to \$5,000 monthly benefit in accordance with salary. Provided the employee has signed up for such, long-term disability becomes effective after the first 180 consecutive days of disability. Upon becoming eligible for benefits, employees will receive 60% of their basic monthly salary up to the elected maximum benefit per month less any benefit from Social Security (including dependents' benefits) and workers compensation. The benefit paid by TIAA will never be less than \$100.

Employees enrolled in TIAA-CREF pension annuity plan can be assured that 10% of their basic monthly salary will continue to be deposited in their pension fund during the period of disability.

During total disability, the monthly income and the annuity premium benefit will be increased each year by 3% compounded annually. For further details, contact the Personnel and EEO-AA Office.

**h) Worker's Compensation Insurance**

Worker's compensation insurance is carried by the University. Faculty members should contact the Personnel and EEO-AA Office for additional information. Accidents should be reported to the Personnel Services Office within the first 24 hours following the accident.

**i) Unemployment Compensation Insurance**

Unemployment compensation insurance is carried by the University. This coverage does not provide benefits during the summer months for faculty who have contracted with the University for the following fall semester. Faculty should contact the Personnel and EEO-AA Office for further information.

**j) Public Accident Liability Insurance and Indemnification**

The University provides coverage for accidents relating to matters of property and casualty loss. Because of the diverse circumstances that can occur it is not practical to describe the form, nature and applicability of all coverage in this document. The University does defend and indemnify its employees from claims of civil liability arising from work performed by them while discharging their University assigned responsibilities. This indemnification applies only when the act or

omission-giving rise to the claim of liability, when reviewed by a reasonable and prudent person, would be considered to be within the employee's assigned responsibilities.

**k) Tuition Provisions for Faculty and Administrative Staff**  
(Revised April 15, 1999)

1)) Those eligible for tuition remission include:

a)) The employee;

b)) The spouse of the employee who is married to the employee on the first day of the academic term for which benefit is being requested;

c)) The dependent(s) of the employee who qualifies for admission to Bradley University. Dependent is a natural child, adopted child, stepchild, or legal ward of an eligible employee who was claimed as a dependent on the employee's most recent federal tax return. Otherwise eligible children of eligible employees not claimed on the employee's most recent federal tax return due to divorce or legal separation agreements are considered eligible dependents.

2)) A full-time employee, 12 months after beginning service, may take a maximum of 6 semester hours of undergraduate and graduate courses per session at \$5.00 per semester hour. Courses may be taken during one's scheduled work period with supervisor's approval.

3)) The spouse of a full-time employee who is exempt from the Federal Labor Standards Act may take graduate courses at \$5.00 per semester hour. The spouse of a non-exempt full-time employee is eligible for graduate course tuition remission of 50%, if classroom space is available.

4)) A full-time employee's dependents and spouse are eligible for tuition remission for undergraduate courses based on the following number of years of full-time service:

During 1st year: 0%  
During 2nd year: 25%  
During 3rd year: 50%  
During 4th year: 75%  
After 4th year: 100%

5)) A full-time employee's dependents are eligible for graduate course tuition remission of 50% if classroom space is available.

6)) Tuition remission for all personnel shall be on the same basis during the summer and interim sessions as for the regular school year. Tuition remission participants may not be counted as part of the required number of students to begin a class.

7)) A deceased employee's dependents will be eligible for undergraduate and graduate course tuition remission based upon the

number of years of full time service as defined in subpart [II.B.3.d.1\)k\)4\)](#).

8)) A full-time employee's dependents at the time of retirement or University-initiated release from the University (except for cause) will be eligible for undergraduate and graduate course tuition remission if the employee served the University full-time for 10 years or more.

9)) Full-time employees who are exempt from the Fair Labor Standards Act and their spouses and dependents shall pay 2/3 of the fee for Applied Music.

10)) Part-time faculty members, their spouses and dependents may receive remission of tuition on the basis of one hour of undergraduate credit for each semester hour taught, and one hour of graduate credit for each two semester hours taught. The privilege of accumulating tuition remission credit will commence after a part-time faculty member has taught nine semester hours. Tuition remission records for part-time faculty are maintained in the Office of the Provost and Vice President for Academic Affairs.

11)) No application fees shall be required for those who are eligible for tuition remission.

12)) Any and all exceptions to these regulations must have the approval of the President. In order that registration may be processed promptly, any request for exception should be made in ample time for consideration to be given before the applicant appears for registration.

13)) A Tuition Remission Application form must be completed at the Financial Assistance Office by each participant in tuition remission so that the appropriate credit is posted to the student's registration form. The Tuition Remission Application will be available during the registration period. The Financial Assistance Office may request the participant to present the employee's I.D. card in order to verify eligibility.

14)) The above procedure is applicable each session of school and applies only to courses offered on-campus.

15)) The Division of Continuing Education and Professional Development may permit Bradley employees, spouses and dependents to attend noncredit community service courses, institutes, seminars or extension courses at reduced rates.

16)) Applicants will be asked to certify compliance with the above eligibility requirements.

17)) Tuition remission for graduate courses taken by the employee, the employee's spouse, or the employee's dependents is a taxable benefit.

**I) Tuition Exchange Program**  
([Revised April 15, 1999](#))

Bradley University participates in the [Tuition Exchange Program](#) along with a number of other colleges and universities. A limited number of dependents [defined in [II.B.3.d.1\)k1\)\)](#)] of full-time employees may be able to receive a tuition exchange scholarship at one of these participating institutions. Eligibility for participation is determined by years of service. A minimum of five years of continuous, full-time service is required for participation. The Office of Financial Assistance must receive application requests no later than October 1<sup>st</sup> of the year prior to the intended use of the scholarship.

**m) Faculty Procurement Guide for Expenses (Candidate for Bradley positions)**

The cost of round trip transportation to Bradley University will be paid. Cost of airplane accommodations are limited to coach fare. Automobile travel is determined at the current rate per mile, not to exceed the round trip air coach fare (current rate is available from the Controller's Office).

Usually the candidate should have to be reimbursed for only one night's lodging. The University does not pay for viewing of in-room movies.

It is expected that moderation will be exercised in the expenses incurred for meals and entertainment during the interview process and that the fewest feasible number of persons be involved.

Meals of the candidate, not covered above, are also paid by the University.

Support for off-campus interviews must be approved in advance by the Dean of the College and the Provost and Vice President for Academic Affairs.

Deans must also approve all invitations extended to candidates for on-campus interviews, and requests for reimbursement.

Receipts for air tickets, ground transportation, parking, meals, and motel expenses must be submitted with a requisition form through the Dean, then to the Provost and Vice President for Academic Affairs.

**n) Bradley University Domestic Partnership Benefits Policy**

Benefits-eligible faculty and staff of Bradley University may enroll same-sex domestic partners in university benefit programs.

**1)) Eligibility**

To qualify for coverage under Bradley University sponsored benefit plans, an employee and his or her same-sex domestic partner must complete a [Declaration of Same-Sex Domestic Partner Relationship Form](#).

**2)) Insured Benefits**

Health and dental coverage are available to an employee's same-sex domestic partner and eligible children, with contributions at family rates. An employee's contribution to provide health benefits for a domestic partner and children will be the same as for a spouse and children. However, the Internal Revenue Code treats spouses differently



with respect to health benefits. The cost of coverage for a spouse is from the pre-taxed income, but for a person who is not related by marriage, a payment for health benefit coverage is deducted from the after tax income, unless the person is a "dependent" as defined in the Internal Revenue Code. If the domestic partner or his/her children are the employee's dependents under the Code, the employee must provide the university with a certification to that effect to gain the benefit of the tax exemption. If the domestic partner or his/her children are not the employee's dependents, the payments for coverage will be treated as follows:

- a)) The contribution for health insurance for the domestic partner and/or his/her children will be made on an after-tax basis.
- b)) Bradley University's contribution for the coverage for the domestic partner and/or his/her children will be considered taxable income to the employee, and the university will withhold state and federal taxes on that amount.

### **3)) Tuition Benefits**

Benefits under Bradley University qualified tuition benefit program are available to an employee's domestic partner and eligible children of the domestic partner. Tuition benefits provided to a domestic partner and his/her children are taxable income to the employee unless the children are the employee's or are the dependents of the employee as defined by the Internal Revenue Code.

### **4)) Absence Benefit**

In accordance with Bradley University's bereavement policy an employee may receive up to 3 days paid time off from work upon the death of a domestic partner. In addition, in accordance with the Family Medical Leave Act (FMLA) and Bradley University's policy statements related to family and medical leave, eligible employees may take up to 12 weeks unpaid leave to care for his or her domestic partner who is seriously ill, to care for the children of a domestic partner in the event of a serious illness, or for the adoption or birth of a child. For specific information relative to eligibility, contributions toward family insurance coverage made by the University during leave, and other issues relative to FMLA benefits, employees should consult their appropriate handbook. Employees can also consult Bradley University's Human Resources Department for further information about University policies during short-term and long-term absences.

### **5)) Flexible Spending**

Bradley University employees may participate in the Bradley University Flexible Spending Account and receive tax-free reimbursement for out-of-pocket health care and dependent care expenses provided the care is for the employee's children or the dependents of the employee, according to the definition in the Internal Revenue Code.

## **6)) Use of Bradley University Facilities**

Domestic partners and their eligible dependents may use Bradley University facilities, including Bradley University libraries, student center and athletic facilities, to the same extent as spouses and/or dependents of Bradley University employees.

## **7)) Enrollment**

Enrollment forms and the Declaration of Same-Sex Domestic Partner Relationship Form may be obtained by contacting Human Resources Department.

It is the policy of Bradley University to accept the employee's and the partner's signature to verify the accuracy of the representations made in the enrollment forms and the Declaration of Same-Sex Domestic Partner Relationship form. If questions arise at any time, Bradley University may ask for documentation that the partnership meets Bradley University's criteria for eligibility.

## **2) University Travel**

The University provides financial assistance to faculty and administrative staff for attendance at academic meetings and other professional activities. The funds available have been allotted to the various colleges. In making the allotment, consideration is given to the number of faculty members in the college, the number of departments or divisions, and the number and importance of meetings which the faculty and administrative staff might find worthwhile or even necessary to attend. The allotment of each college is administered by the Dean.

A two-step procedure is followed by the faculty member desiring this assistance:

a) Initial approval should be obtained by filling out the Request for Approval Form (obtained from the Dean of the College) in triplicate, which will then be processed through the chairperson. Requests for approval should be submitted at least 30 days in advance of the travel. Faculty members will receive a copy of the approval request from the Dean.

In considering requests for academic travel, the following categories of expenses may be considered for approval:

- Transportation
- Registration
- Hotel
- Reasonable meal expenses
- Miscellaneous

b) Upon return to campus a request for reimbursement must be made by using the Reimbursement Form (obtained from the Dean of the College) and it must comply with the [Bradley University Travel Expense Reimbursement Policy and Procedures](#) which is located on the Controller's web page. To facilitate reimbursement these policies and procedures (e.g., requirements for receipts, non-reimbursable travel expenses) should be reviewed prior to travel.

The basic rationale underlying all university travel regulations is that we should incur the lowest practical and reasonable expense while completing the travel in an efficient and timely manner. Persons traveling on University business have the duty to exercise care to avoid impropriety, or even the appearance of impropriety, in any travel expense.

Bradley University's policies for travel reimbursements are subject to the accountable plan rules set forth by the Internal Revenue Service. The requirements for an accountable plan are:

- 1)) Expenses must be expenses that are incurred by the employee in connection with the performance of service for the employer;
- 2)) Expenses must be substantiated to the employer within a reasonable time period. The elements to be substantiated are amount, time, place, and purpose;
- 3)) Employees must return to the payer within a reasonable period of time any amount paid under the arrangement in excess of the substantiated expenses.

If a plan fails to meet the requirements of an accountable plan, the amounts paid under the plan are treated as if paid under a non-accountable plan and are treated as wages subject to employment taxes and income taxes.

### **3) Retirement Policy**

In accordance with the 1987 Amendments to the Age Discrimination in Employment Act (ADEA) and in accordance with the [University Senate](#) action of March 1988, Bradley University employees will not be required to retire at any age. Bradley University retirement practices for full-time faculty, administrative and professional staff employees are:

- a) The University will assure training of at least one person in the Personnel and EEO/AA Office who can provide assistance to potential retirees throughout the year as they might seek to explore retirement facts. Thus, the University will provide financial facts, lists of benefits available, and specialized assistance with forms and documents. This office will assist, where possible, with identification of external agencies or individuals one might consult for further information beyond the scope of the University;
- b) Retirement may be taken at age 62 or beyond;
  - 1)) Normal retirement may be taken at age 65 or older at the individual's option, with the full-service benefits of Federal Social Security, TIAA-CREF and other benefits established by the University.
  - 2)) The University's group health and life insurance coverage is available to retirees at age 62 or beyond with ten years of Bradley service. Retiree contributions for coverage will continue in accordance with the University practice.

3)) The University may from time to time initiate special retirement programs to encourage additional retirements at ages 55 and beyond. Incentives offered for these programs may include economic and non-economic retirement options available only for a specific time period. These programs shall be made known to all eligible employees through written communication.

c) Retirement exploration at any age will proceed through the usual and customary supervisory channels with full exchange of information at all points;

d) The University will budget its commitments to retirees as a routine item within the annual budget of the University;

e) In the event of the retiree's death, the University will allow for the continuation of group health benefits to a surviving spouse and dependents as follows:

1)) Survivors eligible for Medicare may continue up to one (1) year under Bradley's group health insurance plan. The survivor is responsible for 100% of the monthly premium.

2)) Survivors not eligible for Medicare may be eligible to continue under Bradley's group health insurance as mandated by the Consolidated Omnibus Budget Reconciliation Act (COBRA). Survivors are responsible for the premiums as stated by the law. Please contact the Personnel and EEO/AA Office for further information.

f) The University will provide mechanisms for the continuation of tuition remission programs as noted in Tuition Provisions for Faculty and Staff of the *Faculty Handbook* to a surviving spouse and dependents in the event of the death of the retiree;

g) At least once a year the University will hold informational meetings for those interested in retirement. The University will provide information through its officers, personnel or outside consultants regarding relevant issues such as projected retirement plans and benefits to include Federal Social Security, TIAA-CREF, SRA's and other University communication about aspects of retirement;

h) The Retirement Advisory Committee, established by the [University Senate](#), will consist of four faculty members and one administrative staff member. The Committee will meet at least annually with the Provost and Vice President for Academic Affairs to receive from the University the character of the retirement commitments that have been made and are being considered. Aspects of programmatic changes anticipated will also be shared. The Committee will serve to offer oversight suggestions and recommendations that would enhance the quality of plan development by individuals and the acceptance by the University. The [University Senate](#) is encouraged to consider at least one dual appointment to the Retirement Advisory Committee and the Contractual Arrangements Committee;

i) Other benefits available to retirees:

- 1)) Sports events discount tickets as for regular employees;
- 2)) Bookstore discount as for regular employees;
- 3)) Other event discounts as for regular employees;
- 4)) Use of Haussler Hall as for regular employees;
- 5)) Parking sticker for on-campus parking;
- 6)) Use of Audio Visual copying services as for regular employees;
- 7)) Library privileges as for regular employees.

#### **4) Emeriti Benefits**

Recognition of new Emeriti appointments will be a part of the Founder's Day ceremony together with the other achievement awards. Announcements are to be made in University publications and news releases. A listing of all living Emeriti will be included in the University catalog.

Emeriti shall be accorded the same access to campus activities and services enjoyed by the full-time faculty and professional employees of the University.

The following may be provided when needed and available upon approval of the appropriate dean or administrative officer: Use of facilities such as the computer center, laboratories, recreational areas, library, mail box, office space and/or a reading room, departmental secretarial service for scholarly work and audio-visual services.

An annual event of Emeriti and spouses will be arranged by the President's Office to honor the new Emeriti, to serve as a reunion and to keep them abreast of University activities.

Perquisites will include parking permits, bookstore discounts, tuition discount rates, tickets to University produced music and theater performances, and discounted athletic tickets subject to University policy. Emeriti shall be designated by the rank held at retirement.

#### **5) OTEFD Funding**

The University shall provide a separate budget for the Teaching Excellence Committee and the Research Excellence Committee to support teaching, research, and creative activities during the academic year and summer.

#### **e. Policy Statement on Television Instruction**

An important goal of the University is to facilitate the development of outstanding instructional materials to support the educational objectives of the various curricula. The use of instructional technology to enhance the learning process is one to which the University subscribes and urges the faculty to seek greater understanding of the available opportunities.

A primary objective of [Information Resources and Technology](#) is to provide support to the faculty to assist in the production of instructional materials. An incidental benefit may be the use of developed materials for additional

constituencies beyond the confines of the institution. In such cases, the University would like to share any net financial gain with those faculty whose scholarly contribution makes possible the availability of such educational material.

The University shall reserve all rights, including copyright, to produced work subject to the restriction related to the use of such work as per agreement with the instructor and as sanctioned by the appropriate College.

Guidelines for such matters as released time, instructor autonomy, revisions, compensation and off-campus use are as follows:

**1) Released Time**

a) The direct video taping of classroom instruction usually requires minimal additional commitment. Where preparation and presentation are nominal, released time will normally not be justified.

b) It usually requires much time and effort to prepare instruction specifically for televised presentation in a production/studio environment. Released time, when authorized for preparation and/or presentation of such televised instruction, may be made available in lieu of direct compensation. The responsibility of the College, subject to review by the Provost and Vice President for Academic Affairs.

**2) Instructional Autonomy**

a) Colleges, departments, and faculty members have the same degree of autonomy and responsibility with respect to televised instruction, including recordings, as they have concerning any other mode of instruction. Generally, the produced work of one faculty member will not be used by another except by prior agreement.

b) A faculty member's instructional material may be made available for general use in the Library, such as student review of recorded lessons, on the same basis as other library materials.

**3) Revision of Recorded Materials**

Recorded instruction should be revised periodically in order to be kept current, and to improve the effectiveness of the presentation. The extent, nature, and frequency of revision are matters for academic unit determination in which the professional judgment of the instructors directly involved should be given due consideration. Proposals to revise should be submitted to [Information Resources and Technology](#) for budgetary consideration if major expense is anticipated for such a revision.

**4) Compensation**

a) When classroom videotaped instruction prepared by a faculty member is used by the University for tuition paid instruction at times other than the regular class schedule or is not part of a usual faculty load assignment, residual compensation for the faculty member may apply. Such compensation will generally be ten percent of the actual fee or tuition income derived (prorated if contact time is less than a full course).

b) Instructional material produced at [Information Resources and Technology](#) requiring a comprehensive professional staff and production

environment is to be treated as contracted production except for pilot programs. Compensation for production of such educational materials may include released time or reduction of load, grants, commissions, or combination thereof.

c) Special compensation may apply to non-traditional use of Bradley University produced material subject to certain stipulations. Exclusive of residual compensation due production for use of instructional material, compensation may be authorized for tutorial or instructional services.

1)) The general guidelines for compensation are:

a)) Up to 7% of academic salary for an equivalent of 3 semester hour course having 10 or more students enrolled;

b)) For fewer than 10 students, compensation will be based on 40% of tuition income for tutor or instructor;

c)) Residual compensation to the originator for use of produced work will be 10% of tuition income;

2)) Stipulations

a)) Use of TV-based instruction shall not erode enrollments of regularly scheduled courses;

b)) The offering of TV-based instruction, except for occasional application to serve needs of individual students, requires concurrence by the Dean of the College and the Executive Director of Continuing Education and Professional Development. Additionally, Information Resources and Technology shall be consulted concerning logistics prior to scheduling such instruction;

c)) Instructor compensation whether traditional, non-traditional or combinations thereof shall be consistent with contractual policies pertinent to faculty compensation prevailing at the University.

d) The University will not enter into external agreements on the use of a faculty member's work unless sanctioned by prior agreement. It is to be expected that royalties or residual compensation will, in general, not accrue until full production cost and/or salary equivalent for released time incurred in the preparation of televised instruction is recovered. This expectation will not apply to nominal classroom videotaping where compensation criteria outlined in the [Policy Statement on Television Instruction](#) will be the operative guideline.

e) [Information Resources and Technology](#) shall provide appropriate administrative officers with necessary data concerning cost of production when TV instructional material generates income.

f) If an instructor's association with a course for which he or she has developed televised materials is terminated by change of assignment, resignation, leave, death or any other reason - the recorded material may continue to be used as per prior agreement with the instructor and as

sanctioned by the College. The instructor, or the estate, will be eligible for compensation under the preceding conditions and procedures.

g) For circumstances not covered in the section on compensation, agreements may be individually negotiated subject to approval of the Provost and Vice President for Academic Affairs.

**5) Use of University Produced Video Instruction by Separate Agencies or Individuals**

Recorded instructional materials will not be released for use by individuals or institutions external to the University without prior consent of the College, the instructor concerned, and the Associate Provost for Information Resources and Technology.

**6) Retention of Educational Materials**

a) Videotapes will normally be retained beyond one year if the instructor requests their retention for an anticipated future use or if their present use justified continued retention.

b) The instructor will be contacted prior to erasure of instructional material, concerning disposition.

c) The University reserves the right to discontinue external or internal use of any videotaped material. In such instances, should a faculty member wish to acquire possession of the produced work, the University will extend the opportunity to the faculty member to purchase the material at a cost that will allow full recovery of the University's incurred expense.

**7) Grants and Contracts for the Development of Instructional Recordings**

By agreement with the departments, divisions and faculty members concerned, the University may accept grants or contracts for developing programs or courses for regional or national distribution. These programs might include recordings to be broadcast to the general public or those for use in formal instruction. The regular administrative procedures of the University concerning grants and contracts would prevail in such cases, and specific agreements would be negotiated with the sponsoring organizations concerning budgets, ownership rights in the recorded materials, or royalty arrangements. Faculty members engaged in such projects would be granted released time appropriate to the portions of their salaries paid from the project budgets. When circumstances warrant, special royalty agreements would be negotiated with individual faculty members.

**f. Policy on On-line Education**

This policy governs faculty rights and responsibilities for on-line courses offered for credit through Bradley University by any Bradley University faculty member. Instructional methods incorporate varying degrees of on-line technology, but for the purposes of this policy, on-line education is defined as asynchronous course offerings that involve primarily on-line interactions rather than face-to-face meetings.

As the development, implementation, and utilization of on-line education may impact other faculty activities within and outside of Bradley University, potential conflict of interest concerns may arise; therefore, the Bradley University Policy on Conflict of Interest should be consulted.



## **1) Instructional Practices**

- a) Quality on-line course offerings must meet the standards for academic rigor, must be delivered via sound instructional methods, and incorporate reasonable and fair assessment practices. As such, on-line courses must meet the criteria for appropriate instructional and assessment practices as described for all courses in the Faculty Handbook Section IV.
- b) On-line course offerings may present unique issues regarding confidentiality of written communications, completed course assignments, and student assessment. All appropriate measures to assure confidentiality must be taken.
- c) All new courses developed for on-line delivery must be approved using the same procedures currently in effect for any new course to be offered by the University. A previously approved course taught in the traditional classroom setting, but subsequently offered on-line, is not considered to be a new course.
- d) Faculty who develop an on-line course shall retain all intellectual property rights to the materials developed by that individual to deliver the course. Exceptions to this are as described in the Policy on Intellectual Property and Technology in the Faculty Handbook and include course materials which are:
  - Institutional works;
  - Specific works for hire; or
  - Subject to contractual obligations, such as sponsored research agreements.

The course as described in the Catalog remains the property of the University. This does not preclude the faculty member from teaching a similar course upon termination of employment at Bradley University.

## **2) Faculty Qualifications**

Faculty must satisfy the qualifications for appointment described in the Faculty Handbook Section II D 3- Criteria for Academic Appointment and Promotion for Tenure-Track Positions and Chapter IIB 1c – Special Appointments. All faculty members who utilize on-line teaching technologies are responsible for assuring they have sufficient technical skills and/or access to appropriate resources to present their subject matter and related material effectively, and when necessary should have access to and consult with technical support personnel.

## **3) Faculty Responsibility**

- a) Prior to the development of any on-line course the faculty member should first meet with, and secure the approval of, the department chair as well as discuss course logistics, including impact on faculty workload, possible release time, faculty availability to students, course enrollment, mechanism for student and course assessment, and other specifics related to the course.
- b) Faculty must be aware that adequate preparation for on-line course instruction requires considerable time and effort for the creation or

adaptation of materials for the new media, and for planning of assignments, evaluations, and other course materials and their distribution.

c) Faculty must clearly communicate the requisite technological needs of the course to the student. Faculty should be prepared individually or have the resources available to assist students in using on-line education technologies employed in their courses.

d) As on-line course instruction does not allow for the same degree of interaction between student and faculty that is possible in a traditional classroom setting, provision should be made for the student to confer individually with the faculty member at designated times.

e) The on-line course instruction is responsible for identifying any material included in their work that is owned by third parties. Copying, distributing, modifying, or displaying e-mail, web, or any IT-based creation for which the faculty member is not the original copyright owner is acceptable if any of the following criteria are met:

- a. The copyright owner has granted written permission.
- b. The item is in "the public domain."
- c. Utilization of the material is considered "fair use."

f) Faculty members are responsible for updating, editing, and revising electronically developed course materials that become out of date. When subsequent offerings of the course are made, special attention should be given to issues of copyright permissions granted earlier.

g) Faculty may dispose of students' course materials in whatever manner they choose at the end of each semester and in accordance with the policy for records retention in the Faculty Handbook IV.A.8.

#### **4) University Responsibility**

a) University support in the area of on-line education includes but is not limited to the following:

1)) The Office of the Registrar shall assist in the delivery of on-line course offerings by recording enrollment for the course, providing a list of approved on-line course offerings, scheduling course offerings, publishing course offerings, collecting and issuing student grade reports, addressing special logistical concerns relative to on-line courses, and other duties related to the Office.

2)) The Office of the Provost shall assist in the delivery of on-line course offerings by working with the course instructor in the area of copyright issues, course and faculty evaluation, helping to insure adequate technology and technological support, along with other duties related to the Office.

3)) The Office of Instructional Technology shall assist in the delivery of on-line course offerings by providing hardware and software support for the faculty and students, assist in faculty development, course quality assurance, and other duties related to the Office.

4)) The Office of Teaching Excellence and Faculty Development shall assist faculty with issues of course design and instructional methods that are pedagogically appropriate for the course to be delivered on-line.

5)) The Division of Continuing Education shall assist in the delivery of on-line courses offered to an external audience, provide Division services and insure that university policies for continuing education programs are met.

#### **4. Graduate Faculty Membership**

a. Only members of the Graduate Faculty shall be authorized to teach graduate-level courses. The Graduate Faculty, the deliberative and policy-making body of the Graduate School, consists of regular members (voting) and affiliate members (non-voting).

b. Regular membership in the Graduate Faculty shall be granted by the Dean of the Graduate School to a faculty member upon both:

- 1) Recommendation by that faculty member's department chair or program director and dean, and
- 2) Approval of this recommendation by the Executive Committee of the Graduate Faculty.

To be eligible for regular membership, a faculty member ordinarily should meet the following criteria:

- 1) Full-time member of the faculty;
- 2) Earned terminal degree or demonstrated competence;
- 3) Minimum rank of assistant professor;
- 4) Regular assignment to teach graduate students or involvement in graduate-level policy-making bodies within the college of which they are members;
- 5) Evidence of continuing research or creativity in the discipline;
- 6) New Bradley Faculty who have completed the terminal degree appropriate to their discipline within three years of their request for regular graduate faculty status may be approved provisionally based on Criteria 1) through 4) for three years as regular members of the graduate faculty.

c. Affiliate membership in the Graduate Faculty shall be granted on a three-year basis by the Dean of the Graduate School to those faculty who are recommended by their department chair or program director, dean, and who meet the following criteria:

- 1) Part-time or full-time faculty member;
- 2) Professional degree or master's degree or its equivalent, and additional evidence of continuing research or creativity in the discipline.

## C. Evaluations

### 1. Activity Report

Once a year all full-time faculty members will receive a Faculty Activity Report form which they should complete and return by the date stipulated on the form. The Faculty Activity Report provides administrators with information regarding the faculty member's activities, achievements, summer duties, counseling, community projects, campus and committee involvement, public addresses, and so on, during the preceding academic year. Faculty members are urged to provide all the information requested in that such information is helpful in evaluating faculty members for purposes of salary increments, tenure, and promotion.

Faculty members are also urged to submit to the Director of Public Information throughout the year any activities in which they have been involved, including any special recognitions they have received. Efforts will be made to publicize this information since it is of interest to the campus community, and helps convey to alumni and the public at large the spectrum of activities and accomplishments of the faculty.

For a list of the criteria used to evaluate faculty, see [Faculty Evaluations](#).

### 2. General Procedures for Faculty Recommendations

- a. Recommendations for full-time appointment, reappointment, tenure and promotion shall originate with the department faculty, in accordance with procedures developed by the faculty of each College.
- b. The chairperson will initiate the recommendation process at the appropriate time.
- c. Prior to initiation of the recommendation procedures, any full-time faculty member may nominate for appointment, reappointment, or promotion.
- d. The recommendation of the faculty shall include the results of a poll of the group indicating the numbers supporting, opposing, and abstaining. It also may include, if the faculty wishes, a written statement approved by the appropriate faculty.
- e. The faculty recommendation will be conveyed to the chairperson who will add a recommendation to that of the faculty. At this stage of the process, the faculty member being considered may append written comments and documents to the recommendation.
- f. The chairperson will forward the recommendation to the Dean of the College, who will add a recommendation to the recommendatory package, and forward the whole to the Provost and Vice President for Academic Affairs.
- g. Once initiated, the promotion process may be terminated only by the faculty member's written request.
- h. Faculty members dissatisfied with their recommendations should consult this *Faculty Handbook*, [Due Process](#), for the appropriate appeals procedures.

### 3. Faculty Evaluations

Criteria for evaluating faculty performance derive from the missions and goals of the University, the colleges, the departments, and the library.

**a. For the Instructor and Professorial Ranks:**

At Bradley, the three areas of professorial faculty performance are teaching effectiveness, research and/or creative production, and professional service. (Here and elsewhere in the Handbook, for library faculty, “effective librarianship” is the replacement for “teaching effectiveness.”)

Among the three areas, the highest priority is excellent teaching. Toward this end, faculty shall engage in the study and preparation necessary to demonstrate successful teaching. Teaching is complemented and enhanced by research and/or creative production. Accordingly, faculty shall engage in an active professional program that leads to publication and/or creative production. Finally, as members of the university community, faculty engage in service to the profession.

While each faculty member should seek to excel in the above three areas, all faculty must demonstrate at least satisfactory performance in these areas of responsibility. On a year-to-year basis, a faculty member's commitment to each of the above areas may vary considerably, depending on the individual's own interests and the University's needs.

The criteria to evaluate professorial faculty are the following:

**1a) (For teaching faculty) Teaching effectiveness:**

- a) Successful teaching performance in the classroom, lab, studio, or other instructional sites;
- b) Regular and substantial investment of time in study to enhance one's knowledge of the field(s) taught;
- c) Conscientious preparation for instruction;
- d) Currency and innovation in pedagogy, course development, and course revision;
- e) Helpfulness and accessibility to students, both in and outside the classroom, such as in reviewing, counseling, or advising;
- f) Adequacy of instructional materials and their use;
- g) Critical self-evaluation;

**1b) (For library faculty) Effective librarianship:**

- a) Librarianship consists of one or more of the following areas: reference and research assistance to the University faculty and students; collection development; bibliographic organization and control of the collections; instruction in the use of the library and its resources; liaison with academic departments; leadership and management in planning and implementing library services, operations and budgets and outreach.
- b) Regular and substantial investment of time in study to keep abreast of a constantly changing field of knowledge and resources.

- c) Conscientious preparation for instruction and all other library activities.
- d) Currency in technology and librarianship.
- e) Helpfulness and accessibility to students, faculty, staff and other library clients.
- f) Critical self-evaluation.

**2) Research and/or Creative Production:**

- a) Active engagement in professional development activities. These activities represent study or practice that facilitates intellectual and professional growth, and teaching excellence;
- b) Research and/or creative production that contributes to one's profession. Outside professional peer review of these productions is essential. However, the specific form of peer review depends upon the standards of the discipline involved;
- c) Consulting, performing, or other professional activities that advance knowledge and/or entail creative work for a faculty member;
- d) Recognition in field of endeavor from colleagues at Bradley and from peers outside the University;

**3) Professional Service:**

- a) Participation in the committee structure and governing process of the University;
- b) Participation in community, regional, and national activities;
- c) Service to one's profession.

**b. For the Rank of Lecturer:**

The primary responsibility of lecturers is to teach 12 semester hours of introductory undergraduate courses. Lecturers are not expected to have an appropriate terminal degree and are not, therefore, required to engage in research and creative production activities expected of the instructor and professorial ranks. Lecturers are, however, expected to participate in the following: conference and workshops, service to one's professional discipline, study and practices that result in pedagogical improvement, and other activities that facilitate intellectual and professional growth.

The criteria to evaluate lecturers are the following:

**1a) (For teaching faculty) Teaching Effectiveness:**

- a) Successful teaching performance in the classroom, lab, studio, or other instructional sites;
- b) Commitment to maintaining currency in his/her discipline as it relates to teaching;
- c) Conscientious preparation for instruction;

- d) Involvement in professional and educational activities as they relate to pedagogical skill;
- e) Helpfulness and accessibility to students, both in and outside the classroom, such as in reviewing, counseling or advising;
- f) Adequacy of instructional materials and their use;
- g) Critical self-evaluation;

**1b) (For library faculty) Effective librarianship:**

- a) Librarianship consists of one or more of the following areas: reference and research assistance to the University faculty and students; collection development; bibliographic organization and control of the collections; instruction in the use of the library and its resources; liaison with academic departments; leadership and management in planning and implementing library services, operations and budgets and outreach.
- b) Regular and substantial investment of time in study to keep abreast of a constantly changing field of knowledge and resources.
- c) Conscientious preparation for instruction and all other library activities.
- d) Currency in technology and librarianship.
- e) Helpfulness and accessibility to students, faculty, staff and other library clients.
- f) Critical self-evaluation.

**2) Professional Service:**

- a) Service to one's profession.

**c. For all Ranks:**

The faculty of each college, department, and the library, shall develop a document stating guidelines for applying the University criteria in accordance with the highest standards appropriate to each discipline and the special circumstances of the college and department. Guidelines developed by the colleges and departments must be approved by the Dean and Provost. Guidelines developed by the library must be approved by the library director and the Provost.

Specific procedures exist for evaluating how well faculty members fulfill these criteria. Each year department chairpersons and deans shall provide written evaluations of each faculty member under their jurisdiction, and provide a copy of each evaluation to the faculty member (see [Probationary Appointments Section c](#)). Department chairs and deans shall avail themselves of all means at their disposal--which may include the annual faculty activity report, faculty consultation, student evaluation, and other formal student input in making such evaluations.

Each faculty member shall receive a formal statement from the chairperson on the adequacy of performance in meeting the evaluation criteria of the department, college and the university. Provided annually, this formal statement



assesses the effectiveness of the faculty member's teaching and professional service, and of research and/or creative production for Instructors and Professorial faculty members. These evaluations shall be promptly discussed with each faculty member being evaluated. In this manner, each faculty member shall be informed on a yearly basis whether she or he is making satisfactory progress toward tenure and promotion. Before the evaluation is placed in the faculty member's permanent file or forwarded to higher levels, the faculty member shall be given ample opportunity to append comments or rebuttal to the evaluation report. The department chairperson shall then discuss each evaluation in detail with the dean. In the event a substantive change is made in an evaluation at any point subsequent to the department level, the faculty member shall be provided a copy of the revised evaluation and will be given an opportunity to respond in writing.

The results of these conferences, together with other information, form the basis for recommendations for individual salary increments, annual contract renewal, tenure, and promotion. The faculty member dissatisfied with his or her annual evaluation should consult the [Senate Constitution](#).

## D. Tenure

### 1. Academic Freedom

Bradley University subscribes to the 1940 Statement of Principles on Academic Freedom and Tenure as adopted by the American Association of University Professors and the Association of American Colleges.

Bradley University policy pertaining to [appointments](#), promotion ([Criteria for Academic Appointment and Promotion for Tenure-track Positions](#)), tenure, and dismissal ([Termination of Employment](#)), which is stated elsewhere in this *Faculty Handbook*, is in conformity with the 1940 statement of the American Association of University Professors and the Association of American Colleges, and the procedures governing such policies are in accordance with the 1968 statement of the American Association of University Professors regarding Institutional Regulations on Academic Freedom and Tenure.

The portion of the 1940 statement pertaining to academic freedom, which Bradley University supports in its entirety, is as follows:

Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution. Teachers are entitled to freedom in the classroom discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

College or university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write 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 educational officers, they should remember that the public may judge their profession and their institution 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 make every effort to indicate that they are not speaking for their institutions.

### 2. Criteria for Tenure

Rules and procedures on probationary periods and annual contract renewal are set out above (see [Appointments](#)). Annual faculty evaluations provide an important basis for the decision on tenure. Procedures and criteria for faculty evaluations have been described above (see [Faculty Evaluations](#)), and the procedures for faculty recommendations are found in the section [General Procedures for Faculty Recommendations](#).

a. The criteria used to evaluate Instructors and Professorial faculty members for tenure are:

- 1) A record of successful teaching in the fields for which he or she was appointed;

- 2) A record of achievement in research and/or creative production with the promise of comparable academic performance and professional growth in the future;
- 3) A record of satisfactory participation in professional service.

Each faculty member shall attain at least satisfactory performance in teaching effectiveness, research and/or creative production, and professional service, and contribute in a meaningful way to the University, the College, the department or the library in which she or he is a member. For library faculty, effective librarianship is the replacement for teaching effectiveness.

b. The criteria used to evaluate lecturers for tenure are:

- 1) A record of successful teaching;
- 2) Continued involvement in professional and educational activities as they relate to pedagogical skill;
- 3) A documentable commitment to maintaining currency in his/her discipline as it relates to teaching;
- 4) A record of satisfactory participation in professional service.

### **3. Criteria for Academic Appointment and Promotion for Tenure-Track Positions**

While the tenure decision involves a long-term commitment to a faculty member, rank delineates benchmarks on a career path.

a. Lecturer: A person appointed to the rank of Lecturer shall be judged to possess the capacity:

- 1) To become a successful teacher;
- 2) To become involved in professional and educational activities as they relate to pedagogical skill;
- 3) To maintain currency in her/his discipline as it relates to teaching;
- 4) To participate in appropriate professional service;
- 5) To demonstrate commitment to ongoing development in the above four areas.

A Lecturer shall have educational credentials and teaching experience appropriate to the discipline, but is not expected to possess an earned doctorate or appropriate terminal degree. Lecturers cannot be promoted. (See [Conceptualization Statement Regarding the Lecturer](#))

b. Instructor: A person appointed to the rank of Instructor shall be judged to possess the capacity:

- 1) To become a successful teacher;
- 2) To develop and exhibit potential to conduct publishable research and/or outside professionally peer reviewed creative production;

- 3) To show willingness to participate in service;
- 4) To demonstrate commitment to professional development in the above three areas.

An Instructor shall have an appropriate terminal degree or evidence of progress toward a terminal degree. The decision regarding whether an initial appointment is to be at the level of Instructor or Assistant Professor is based on a variety of factors and is best determined by the department and the dean with the concurrence of the Provost and Vice President for Academic Affairs.

c. Assistant Professor: A person appointed or promoted to the rank of Assistant Professor shall be judged to possess the capacity:

- 1) To become a successful teacher;
- 2) To develop and exhibit potential to conduct publishable research and/or outside professionally peer reviewed creative production;
- 3) To show willingness to participate in service;
- 4) To demonstrate commitment to professional development in the above three areas.

If an initial appointment at Bradley University was at the rank of Instructor, the faculty member must complete a minimum of three full years as Instructor before being eligible for consideration for Assistant Professor. An earlier consideration date may be approved in cases where the rank of Instructor was granted based on the lack of a terminal degree and the appropriate degree has since been conferred. An Assistant Professor shall have an earned doctorate or other appropriate terminal degree or evidence of progress toward a terminal degree.

d. Associate Professor: To be appointed or promoted to the rank of Associate Professor a faculty member shall have demonstrated substantial professional achievement by establishing:

- 1) A record of successful teaching;
- 2) A record of published research and/or outside professionally peer reviewed creative production;
- 3) A record of active participation in professional service;
- 4) A record of sustained commitment to professional development in the above three areas.

A faculty member must complete a minimum of five full years as Assistant Professor before being eligible for consideration for Associate Professor, except for rare and extraordinary circumstances. In the fall of the sixth year, the faculty member can be nominated for Associate Professor under the recommendation procedures specified in [General Procedure for Faculty Recommendations](#). An Associate Professor shall have an earned doctorate or other terminal degree appropriate to the faculty member's teaching field.

e. Professor: To be appointed or promoted to the rank of Professor a faculty member shall have manifested a deep-seated and on-going commitment to a discipline, to teaching, to research and/or creative production, and to professional service.

Specifically, this faculty member shall have:

- 1) Reached a highly successful level of teaching performance;
- 2) Progressed with published research and/or outside professionally peer reviewed creative production to the point of recognized accomplishments in one's field. In addition, a faculty member shall have developed a well-formulated, self-sustaining program of research and/or creative production with both immediate and long-term objectives;
- 3) Accepted responsibility as a member of the academic community by contributing talents, leadership, and expertise to the needs of department, college, University, community, and profession;
- 4) Earned recognition from colleagues at Bradley, and from peers outside the University;
- 5) Attained a level of distinction that compares favorably with professors in similar institutions;
- 6) Sustained and extended a commitment to professional development in the areas of teaching effectiveness, research and/or creative production, and professional service.

The fulfillment of the above standards qualifies one for promotion to Professor, not merely the completion of a minimum period. However, a faculty member must complete a minimum of five full years as Associate Professor before being eligible for consideration for Professor. In the fall of the subsequent year, the faculty member can be nominated for Professor under the recommendation procedures specified in [General Procedure for Faculty Recommendations](#) above. A Professor shall have an earned doctorate or other terminal degree appropriate to the faculty member's teaching field.

f. Distinguished Professor: To be promoted to the rank of Distinguished Professor, a faculty member shall have all the requirements for the rank of Professor and outstanding qualifications. The faculty member must be tenured and have full-time teaching or research responsibilities. Promotion to the rank of distinguished professor is a permanent appointment.

Leaves of absences may count toward length of service toward promotion if agreed to in advance by the faculty member, chairperson, Dean and the Provost and Vice President for Academic Affairs.

#### **4. Policy for Extending the Probationary Period**

Faculty members may be granted, upon request, a single one-year extension of the probationary period (not to be confused with a leave of absence) under the following circumstances:

- a. Care of a child, adoption of a child under six years of age, or birth of a child;
- b. Need to devote substantial time to the care of a diseased, ill, or injured person;
- c. Disease, illness, or injury debilitating the probationary faculty member.

In each of the circumstances listed above it is expected that the faculty member is employed full-time and will continue to perform his or her duties as specified in the [Faculty Workload Statement](#).

A request to extend the probationary period should be made to the department chairperson in writing no later than April 1<sup>st</sup> prior to the final year of the probationary period. The department chairperson will forward the request to the tenure committee of the department for its consideration. This committee will forward to the chairperson the vote and the explanation to substantiate the recommendation. The chairperson will then forward the committee results along with his or her recommendation to the dean who will forward this documentation along with his or her recommendation to the Provost and Vice President for Academic Affairs who will render a final decision. This decision should reach the faculty member no later than 30 days from the date the department chairperson receives the request. All appeals of the decision of the Provost and Vice President for Academic Affairs will be made through the normal [grievance procedures](#).

#### **5. Tenure and Promotion Conceptualization Statement**

This statement provides a framework and elaboration for the criteria for tenure and promotion primarily as they relate to faculty in the professorial ranks. Lecturers are not eligible for promotion and have separate and distinct criteria for annual evaluation and tenure. See also [Appointments and Tenure](#).

Criteria for evaluating faculty performance derive from the missions and goals of the University, the colleges, and the departments. At Bradley, the three areas of faculty performance are teaching effectiveness, research and/or creative production, and professional service. Among the three areas, the highest priority is excellent teaching. Toward this end, faculty shall engage in the study and preparation necessary to demonstrate successful teaching. Teaching is complemented and enhanced by research and/or creative production. Accordingly, faculty shall engage in an active professional program that leads to publication and/or creative production. Finally, as members of the university community, faculty shall engage in service to the profession.

##### **a. Teaching Effectiveness or Effective Librarianship**

All faculty shall demonstrate successful teaching performance. To that end, the classroom, lab, studio, library, or other instructional site is the primary focus of their efforts. Because the body of knowledge in each discipline steadily expands, a faculty member maintains teaching competence by regularly and substantially investing time in study, scholarship, practice, and application. The form that this professional development takes will vary. It may entail self-study to broaden or deepen one's knowledge of the field; it may involve the reading of current literature to remain up to date in research; it may encompass attending courses or workshops; or it may stem from extended study facilitated by sabbatical leave. Furthermore, successful teaching also encompasses activities such as advising, counseling, course development, and course revision.

Although the faculty widely affirm the importance of teaching effectiveness, evaluation remains complex. Departments and/or colleges should select the type(s) of evidence for appraising and documenting teaching effectiveness. Examples include questionnaires distributed to students, graduating majors, and alumni, peer review, professional plans, and examination of syllabi and tests.

**b. Research and/or Creative Production**

Research and/or creative production fulfill a vital role both in enhancing the teacher's classroom performance and in expanding the accumulated knowledge of the field. All faculty members shall engage in scholarly and/or creative pursuits as an intrinsic activity of the profession they have chosen and for which they have been prepared by education and training. Faculty members shall also interact with the community of scholars and artists outside of Bradley University as part of their professional work.

The forms that research and/or creative production take vary with area of specialization. In many areas, outside professionally peer-reviewed works will be the form to demonstrate research and/or creative production, while in others competence will be displayed through performance or other creative output. Guidelines for research and/or creative production should be made known to individual faculty members at the time they are hired. Their progress in meeting these standards should be reviewed annually and discussed with the faculty member. Moreover, all faculty on a tenure track should show evidence of outside review of their work, which may take the form of peer review, juried review, editorial review, etc. The specific form of this review depends upon the conventions of the discipline involved.

**c. Professional Service**

Bradley University operates on the principle of shared governance. As such, faculty members shall participate in the committee structure and governing process of the department, college, and University.

In addition, Bradley is an independent urban university with an outreach into the community. An integral part of this outreach is the participation of faculty members in community, regional, and national activities. Their expertise is a valuable resource to community organizations. Each college must determine for itself the importance of community participation in the evaluation process.

While all faculty shall perform some form of service, this criterion is less important than teaching and/or research and creative production. Furthermore, the extent of service participation will vary among faculty members, particularly with regard to the stage of their academic career. Service demands at the college and university level, for example, are normally light to moderate in the early years of a faculty member's career. Service may take a variety of forms such as departmental duties, college or University committees, the [University Senate](#), college councils, the board of directors of a community organization or a board of a professional organization. It may also take the form of addresses to local groups or professional organizations.

**d. Professional Development**

Study or practice to facilitate intellectual and professional growth comprises professional development, a goal all Bradley faculty shall pursue. Over the long term of a career, teaching effectiveness, the quality of a faculty member's

interaction with students and colleagues, research and/or creative production, and service all depend on a commitment to and a capacity for professional growth.

**e. Procedures of Faculty Evaluation**

The annual activity report completed by Bradley faculty members serves as the instrument by which they inform the department the college, and the University of their teaching, research and/or creative production, and service activities. It is the function of the chairperson to formally inform faculty members on the adequacy of their performance in meeting the evaluation criteria. Provided annually, this information shall include written comments on faculty members' professional performance. In this manner, a faculty member shall know on a yearly basis whether she or he is making satisfactory progress toward tenure and promotion.

Colleges may choose to use annual professional plans (on goal setting and review) or other such instruments to supplement the annual faculty activity report.

The faculty of each College, department, and the library shall develop a document stating guidelines for applying the University criteria in accordance with the highest standards appropriate to each discipline and the special circumstances of the college and department. These shall be subject to approval by the Dean and the Provost, who review all tenure and promotion recommendations. Equally important, the tenure and promotion criteria statements of colleges and departments shall be consistent with both the intent and the application of University criteria.

**f. Tenure and Promotion Decisions at Bradley**

**1) Tenure**

The probationary period provides a period during which a department reviews the performance of a faculty member in terms of its established criteria. When a faculty member is appointed to a tenure-track position, the department judges this individual to possess the potential to attain tenure and promotion. Each year through the annual review process, the department assesses the faculty member's progress toward achieving this goal. The annual review provides a formal statement regarding the faculty member's professional performance. Accordingly, these evaluations shall be discussed in a timely manner with each faculty member. Therefore, all faculty know on a yearly basis whether they are making progress toward tenure. Each positive annual review strengthens the presumption that this faculty member will be granted tenure.

The probationary period is six years. During a faculty member's sixth year, the Department makes a decision on tenure.

The criteria used to evaluate the faculty member are:

- a) A record of successful teaching in the fields for which he or she was appointed;
- b) A record of achievement in research and/or creative production with the promise of comparable academic performance and professional growth in the future;



c) A record of satisfactory participation in professional service.

Each faculty member shall attain at least satisfactory performance in teaching effectiveness, research and/or creative production, and professional service, and contribute in a meaningful way to the University, the College, and the Department of which she or he is a member.

## **2) Rank and Promotion**

Rank serves a different function than tenure. Tenure is a decision involving a long-term commitment to a faculty member. Rank, on the other hand, delineates benchmarks on a career path. All faculty should continue to grow, progress, and develop along a professional path. When certain critical stages are reached, rank is conferred.

### **a) Assistant Professor**

A person appointed or promoted to the rank of Assistant Professor shall be judged to possess the capacity to become a successful teacher, to develop and exhibit the potential to conduct publishable research and/or outside professionally peer reviewed creative production, to show willingness to participate in service, and to develop and display a commitment to professional development in the above three areas. An Assistant Professor shall have an earned doctorate or other appropriate terminal degree or evidence of progress toward a terminal degree.

An Assistant Professor shall successfully progress in developing courses and pedagogy, as well as in undertaking a program of research and /or creative production. Assistant Professors shall also contribute to professional service. However, service expectations are of a lower relative priority, especially during the early years of a career.

### **b) Associate Professor**

To be appointed or promoted to the rank of Associate Professor, a faculty member shall have demonstrated a record of professional achievement. This record should include successful teaching performance, published research and/or outside professionally peer reviewed creative production. This faculty member shall also participate actively in professional service. The minimum time of completion in the rank of Assistant Professor is five years, except for rare and extraordinary cases. An Associate Professor shall have an earned doctorate or other terminal degree appropriate to the faculty member's teaching field.

### **c) Professor**

To be appointed or promoted to the rank of Professor, a faculty member shall have achieved an academic career earning recognition from colleagues at Bradley, as well as from peers outside the University. To qualify for Professor, the faculty member shall manifest a deep-seated and on-going commitment to a discipline, to teaching, to research and/or creative production, professional service, and to professional development.

Finally, the faculty member shall have served a minimum of five years in the previous rank before qualifying for promotion to Professor. However, it is the fulfillment of the above standards that qualifies one for promotion, not merely the completion of this minimum period. A Professor shall have

an earned doctorate or other terminal degree appropriate to the faculty member's teaching field.

## **6. Conceptualization Statement Regarding the Lecturer**

### **a. Purpose**

The purpose of the rank of Lecturer at Bradley University is to:

- 1) Provide full-time faculty on a continuing basis to teach introductory undergraduate courses too numerous to staff with professorial tenure-track faculty. The purpose is to augment, not substitute for, required Professorial, tenure-track positions.
- 2) Ensure that these courses are well-taught by:
  - a) Developing a group of faculty who make and receive a long-term commitment to teaching at Bradley;
  - b) Providing them with opportunities for professional development pedagogical improvement;
  - c) Evaluating them annually on teaching effectiveness, service, and appropriate professional development related to pedagogical improvement;
  - d) Providing incentives for commitment by involving them as appropriate in the affairs of their department, college, and university.

The Lecturer position is not to be used to fill curricular needs that are appropriately met by professorial tenure-track positions. To provide for enrollment fluctuations, part-time and full-time temporary faculty appointments will augment professorial tenure-track appointments. The Lecturer position is intended to be a continuing appointment. Therefore, positions are designated as Lecturer; based only on a demonstrated sustainable curricular need.

### **b. Authorization**

Requests for Lecturer positions must originate within the department and be recommended by a majority vote of all full-time faculty of the department with at least one year of service and who are tenured or are in tenure track positions. Upon the approval of the Dean, the request will be forwarded to the Provost and Vice President for Academic Affairs for authorization. The Provost will make the decision to authorize the position. The number of Lecturer positions in any department must not exceed twenty percent of the number of full-time tenure track positions within that department. Additionally, since the Lecturer is to be used only for special cases, the number of Lecturer positions University-wide must not exceed five percent of the full-time tenure track teaching positions.

### **c. Rights and Obligations**

Lecturers are eligible for tenure, with all the rights and obligations described in the *Faculty Handbook*, after the probationary period, except for the following limitations:

1) Lecturers do not participate in decisions involving tenure and promotion of faculty in the professorial ranks;

2) Lecturers are not eligible for promotion to Instructor, Assistant Professor, or any other position or rank. A Lecturer may apply for a professorial position if she/he has achieved the appropriate qualifications (e.g. the terminal degree) specific to the vacancy. However, the Lecturer will be treated as any other applicant from the pool. Should a Lecturer receive an appointment to a professorial position, this shall be considered a new appointment and the individual's new tenure probationary period shall commence with this Professorial appointment;

3) If retrenchment in a department becomes necessary, Lecturers in their probationary period shall not be retained at the expense of those in Professorial rank positions.

**d. Standards and Criteria**

Because the purpose of the Lecturer rank is specifically to provide teaching for introductory courses, the appointment, annual evaluation, and tenure requirements are specific to this rank. Faculty members at the rank of Lecturer will be evaluated on teaching effectiveness and professional service only, with particular emphasis on teaching. Lecturers are engaged for the exceptional contributions they can make to the classroom and/or laboratory in their courses and are not, therefore, expected to engage in the research and creative production activities of the type appropriate and necessary for the professorial ranks.

See [Appointments](#), [Evaluations](#), and [Tenure](#) for specific criteria relating to the appointment, annual evaluation, and tenure criteria for Lecturers.

## E. Due Process

Foreword:

These regulations are designed to enable Bradley University to protect academic freedom and tenure and the requirements of due process. The principles implicit in these regulations are for the benefit of all who are involved with or are affected by the policies and programs of the institution. A college or university is a marketplace of ideas; extending knowledge is impossible if it requires conformity with any orthodoxy of content and method. In the words of the United States Supreme Court, "Teachers and students must always remain free to inquire to study and to evaluate, to gain new maturity and understanding; otherwise our civilization will stagnate and die."

While a faculty member can file a formal petition with the grievance committee without pursuing the other means available to resolve a grievance, many grievances have been resolved by using the following channels: (1) discuss with the Faculty Ombudsman the available informal and formal means to resolve the grievance, and (2) pursue non-Grievance Committee options for resolving the grievance. Non-Grievance Committee options include (1) discussing the grievance with the department chairperson, dean, and/or Provost, and (2) having the Faculty Ombudsman mediate the grievance. Whatever remediation route the faculty member selects, the preparation of a concise, written statement describing the grievance and the remedy sought is beneficial.

The faculty member may choose one other faculty member as a non-participating observer at any and all meetings dealing with the grievance. The accompanying faculty member cannot also be representing the faculty member as attorney/counsel on this matter. The Ombudsman, if enlisted as mediator, takes the place of this observer.

### **1. Faculty Grievance Committee Operating Procedures**

#### **a. Committee Role and Jurisdiction**

- 1) The role of the Committee is to function as a neutral party seeking an objective resolution of grievances brought before it.
- 2) The Committee hears grievances, charges of injury or wrong for which redress is sought, from full-time and part-time faculty, the petitioner(s).
- 3) The Committee considers all matters stemming from an individual's faculty position other than those dealing with tenure, promotion, and dismissal, which are considered by the Tenure, Promotion, and Dismissal Committee. On occasion, faculty members also occupy non-faculty positions (e.g., Associate Dean, Coach). A grievance stemming from the faculty member's non-faculty position is subject to the University's general grievance procedures for administrators and professional staff.

#### **b. General Procedures**

- 1) A petitioner seeking consideration by this Committee shall normally submit a formal petition to the Committee within one year of the event, or last in a series of events, upon which the grievance is based.

The dated and signed formal petition submitted by the petitioner shall include a detailed statement of the grievance, which shall state:

- a) The basis of the grievance.

b) The factual allegations supporting the grievance.

c) The remedy sought.

2) A log of activities and committee sessions, briefly stating date and nature of the meetings, witnesses interviewed, oral or written requests for witnesses to appear, etc., shall be kept.

3) The petitioner(s) will be consulted on the composition of the Committee. If a conflict of interests exists, or if a member of the Committee is unable to serve, the alternate will serve.

4) In the event that a grievance procedure is not completed prior to the close of an academic year, the members of the Committee hearing the original grievance whose terms have expired shall continue to serve with the Committee, provided they remain full-time faculty members, until the entire grievance process has been completed. These continuing members may not participate in the resolution of new grievances after their terms have expired.

**c. Conciliation Procedures**

1) Because the interests of everyone concerned may be best served if the grievance is resolved through informal methods, the Committee, the petitioner, and the respondent in the case should take all responsible steps to achieve its resolution without a formal hearing.

2) During this stage of appeal the Committee has several options available in seeking to resolve the grievance. These options are:

a) Informal meetings of the Grievance Committee Chairperson or a delegated Committee member with the petitioner and with the respondent;

b) Recommendation by the Committee of another faculty person to participate in informal meetings between the petitioner and respondent;

c) An informal meeting of the Grievance Committee with the petitioner and respondent;

d) Any method deemed likely to resolve the grievance without the need to conduct further hearings.

**d. Informal Hearing**

If efforts to reach a settlement of the grievance fail, the Committee shall conduct an informal hearing to decide whether a formal hearing should be conducted.

The process for determining this need shall be:

**1) Review of Grievance**

a) As an impartial hearing body, the Grievance Committee shall review the case and the efforts made to reach settlement;

b) The Committee shall receive any amended formal petition from the petitioner;

c) The Committee shall receive any statements which the respondent and appropriate administrators wish to submit;

- d) The Committee may request written or oral statements from persons concerned with the grievance;
- e) The Committee may schedule interviews with persons concerned with the grievance;
- f) The Committee may meet with the petitioner and the respondent;
- g) The Committee may make other informal efforts to resolve the grievance.

**2) Decision Regarding Necessity of Formal Hearing**

After it has reviewed the grievance, the Committee shall decide either of the following:

- a) That there should be a formal hearing;
- b) That there is an insufficient basis to hold a formal hearing.

The Committee's decision to hold or not hold a formal hearing should be based on determining whether there should be a sufficient basis for a Committee recommendation to the President for relief of the petitioner's grievance assuming the petitioner's factual allegations were correct. The Committee's decision at this stage shall not be based on a finding of the truth or falsity of the petitioner's factual allegations.

**3) Report of Decision**

The Committee decision on whether there should be a formal hearing shall be reported to the petitioner(s), the respondent(s), and the appropriate administrators.

**e. Procedures for Formal Hearing**

If the Committee decides a formal hearing is necessary, the procedures outlined below shall apply:

- 1) During the proceedings the petitioner will be permitted to have an advisor and/or counsel at petitioner's expense. This advisor and/or counsel shall be advisory only and shall not be permitted to speak on the petitioner's behalf. The Committee shall have access to the University attorney on procedural matters;
- 2) A verbatim record of the hearing or hearings will be taken and a copy will be made available to the petitioner without cost at the petitioner's request. The Committee will decide choice of recording method;
- 3) The Faculty Grievance Committee will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made;
- 4) All parties to the grievance will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The Administration and other parties to the grievance will cooperate with the Committee in securing witnesses and making available documentary and other evidence;

- 5) All parties to the grievance will be afforded access to the documentary or other evidence conveyed to the Committee;
- 6) All parties to the grievance will have the right to confront and cross-examine all witnesses. Where the witnesses cannot appear, but the Committee determines that the interests of justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and if possible, provide for interrogatories;
- 7) The Committee will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved;
- 8) The findings of fact and the decision will be based solely on the hearing record;
- 9) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case either by the petitioner or by the administrative officers will be avoided so far as possible. The President, the appropriate Vice President, the petitioner, the petitioner's dean or supervisor, and the respondent will be notified of the Committee's decision in writing, and a copy of the record of the hearing will go to the appropriate Vice President;
- 10) The Committee shall report its recommendation on the grievance to the President of the University. If the President rejects the Committee's recommendation, the reasons for doing so should be reported in writing to the Committee and the petitioner. The President should also be willing to meet with the Committee to explain the reasons for overriding the recommendation of the Committee;
- 11) When discrimination on grounds of race, color, age, religion, sex, or national origin is alleged, the petitioner may consult with the Equal Employment Opportunity/Affirmative Action Office;
- 12) Every reasonable effort will be made to conclude the Committee's proceedings and to make a recommendation to the President within 45 days after the matter has been formally submitted to the Committee. This time period shall not include University holidays and times when the faculty are not under contract, such as during the summer.

**f. Appeal to the Board of Trustees**

If the petitioner deems it necessary, the grievance may be further appealed to the Board of Trustees.

**2. Faculty Ombudsman**

**a. Responsibilities and Procedures**

The Faculty Ombudsman shall mediate in any faculty grievances if requested to do so by the petitioner(s). In cases of non-reappointment of probationary faculty members and in disputes regarding tenure, promotion, and dismissal the request for mediation must be received in writing within 30 days of notification of an adverse decision and prior to petitioning the [Tenure Promotion and Dismissal Committee](#). Requests to the Ombudsman to mediate in other grievances should be made prior to petitioning the [Faculty Grievance Committee](#). The Ombudsman

may request a written statement from the parties to the grievance, administrators, chairpersons, and faculty committees. The statements should express the reasons for the grievance and the decisions reached. Such requests from the Ombudsman must be honored. Once the Ombudsman has been enlisted as mediator, the Ombudsman shall be present at all meetings between parties to the grievance. If the Ombudsman is unsuccessful in achieving a satisfactory agreement between the parties, or if the faculty member(s) chooses to terminate the mediation of the Ombudsman, the faculty member(s) may petition the [Tenure, Promotion and Dismissal Committee](#) or the [Faculty Grievance Committee](#). In either situation the Ombudsman shall prepare a report for the appropriate committee indicating that attempts at mediation have failed and stating the issue(s) between the parties. All parties to the grievance will receive a copy of the report and will acknowledge receipt of the copy to the Ombudsman.

**b. Qualifications and Selection**

1) The Faculty Ombudsman must be a full-time faculty member holding tenure with at least ten years experience at Bradley. The Ombudsman shall be granted a three-hour teaching load reduction in each semester of the regular academic year and compensation for duties during the summer. Necessary budgetary expenses shall be arranged through the Office of the Provost and Vice President for Academic Affairs.

2) Candidates shall be nominated by the President of the University and the Executive Committee of the [University Senate](#). The Executive Committee shall solicit, for its consideration, names of potential nominees from the faculty. The Faculty Ombudsman shall be elected by the tenured faculty. The choice, "None of the above" shall be included on the ballot. To be elected, the candidate shall receive a majority of the votes cast. The Faculty Ombudsman shall have a two-year term. The Faculty Ombudsman may not serve on the Faculty Grievance Committee, Tenure, Promotion and Dismissal Committee, or Student Grievance Committee. This prohibition of joint service extends one year after the term as Faculty Ombudsman expires.

3) When the Ombudsman has a conflict of interest regarding a particular case, the Ombudsman shall ask the Executive Committee of the [University Senate](#) to appoint a faculty member to act as the Ombudsman's representative for that case. The representative must be a full-time faculty member holding tenure with at least ten years experience at Bradley. The person chosen must be acceptable to the faculty member(s) whose case is under consideration and to the Provost and Vice President for Academic Affairs.

**3. Tenure, Promotion, and Dismissal Committee Operating Procedures**

a. The primary purpose of the Committee shall be to determine whether proper procedures were followed in cases involving non-renewal (See [Termination of Employment](#)), tenure, promotion, or dismissal. The Committee may consider whether "adequate consideration" was given by the decision-making bodies, if the contrary charge is made by the faculty member. (For interpretation of "adequate consideration" see AAUP *Policy Documents and Reports*, "Complaints of inadequate consideration are likely to relate to matters of Professional judgment, where the department or departmental agency should have primary authority. For this reason, the basic functions of the review committee should be to determine whether the appropriate faculty body gave adequate consideration



to the faculty member's candidacy in reaching its decision and, if the review committee determines otherwise, to request reconsideration by that body.")

b. A faculty member seeking review of his or her case by the Committee shall file for review within 15 days of receipt of the Faculty Ombudsman's report. Request for a hearing by the Committee shall be made in writing only after consultation with the Faculty Ombudsman.

To appeal an adverse decision, the faculty member should take the following steps:

- 1) Request a written statement of the reasons for non-renewal of contract, dismissal, or denial of promotion from the Provost and Vice President for Academic Affairs;
- 2) Receive that written statement from the Provost and Vice President for Academic Affairs;
- 3) Respond in writing to the written statement, including stated reasons for disagreement, to the Provost and Vice President for Academic Affairs;
- 4) Discuss that decision in succession, as required, with the faculty member's chairperson, dean and the Provost and Vice President for Academic Affairs.

c. The report of the Faculty Ombudsman shall be requested by the Committee as soon as the request for a hearing has been received.

d. The faculty member will be consulted on the composition of the Committee. If a conflict of interests exists, or if a member of the Committee is unable to serve, the alternate will serve.

e. A log of committee sessions, briefly stating date and nature of the meetings, witnesses interviewed, oral or written requests for witnesses to appear, etc., shall be kept.

f. Confidentiality concerning a case shall be strictly maintained.

g. The Committee shall request a written statement of the reasons for non-renewal of contract, dismissal, or denial of promotion from the Provost and Vice President for Academic Affairs. The faculty member shall be requested to respond in writing to the Committee concerning this statement.

h. The Committee may seek additional documents pertaining to the case.

i. The Committee will usually begin its formal review by meeting with the Provost and Vice President for Academic Affairs and the faculty member. Other witnesses shall be requested to appear before the Committee. Reasonable notice to present evidence shall be given to all parties. They shall be advised in advance of points the Committee wishes to discuss with them. The faculty member and each witness shall give evidence separately and in private before the Committee, except as provided for in dismissal cases. (See [Dismissal Procedures](#))

j. Tapes will be made of Committee sessions in which evidence is provided to the Committee. It shall initially be explained to the witness that such tapes will be

made, and that they will be held in strict confidence, and that they will be destroyed after the Committee has made its recommendation to the President. A typewritten copy of the taped hearings will be made available to the faculty member only at the faculty member's request in cases of dismissal, as required in [Dismissal Procedures](#).

k. Sessions in which the Committee reviews evidence and makes its decisions will not be taped, unless the Committee decides otherwise. Neither tapes nor transcripts of such sessions, if made, will be available to any party and will be destroyed by the Committee after making its recommendation to the President.

l. The faculty member may choose to have an advisor and/or counsel at the faculty member's expense. This advisor and/or counsel shall be advisory only and shall not be permitted to speak on behalf of the faculty member. The Committee shall have access to the University attorney on procedural matters.

m. The Committee shall submit in writing its recommendations concerning the case to the President and to the faculty member. The Committee shall request a written statement from the President regarding a rejection of its recommendations.

n. When discrimination on grounds of race, color, age, religion, sex, or national origin is alleged, the faculty member may consult with the Equal Employment Opportunity/Affirmative Action Office.

o. Every reasonable effort will be made to conclude the Committee's proceedings and to make a recommendation to the President within 45 days after the matter has been formally submitted to the committee. This time period shall not include University holidays and times when the faculty are not under contract, such as during the summer.

#### **4. Sanctions Other than Dismissal**

In cases of serious misconduct by a faculty member, not sufficiently grave to warrant dismissal, the administration may impose a severe sanction, such as suspension from service for a stated period, or a minor sanction, such as a reprimand. In each such case, the administration shall notify the faculty member of the basis of the proposed sanction and provide the faculty member with an opportunity to persuade the administration that the proposed sanction should not be imposed. A faculty member who believes that a sanction has been incorrectly or unjustly imposed may petition the Faculty Grievance Committee for redress, as outlined in [Faculty Grievance Committee Operating Procedures](#).

#### **5. Academic Ombudsman**

The Academic Ombudsman's function shall be to act solely as an intermediary between a student and a faculty member. After discussing an academic grievance with the student, the Ombudsman shall, upon request by the student, communicate the nature of the grievance to the instructor involved. The Ombudsman shall attempt to mediate and affect an acceptable resolution of the problem. If a resolution is not satisfactory and the student believes the response of the faculty member is not adequate, the student may request that the Ombudsman forward the grievance to the instructor's department chairperson.

The Ombudsman shall regard as absolutely confidential all information brought to that office, except as provided above. The Ombudsman shall be available to

students at established hours. The Ombudsman's function, name, office location, and office hours shall be publicized among the students.

The Ombudsman shall be granted a three-hour teaching load reduction in each semester of the regular academic year and compensation for duties during the summer. Necessary budgetary expenses shall be arranged through the Office of the Provost and Vice President for Academic Affairs.

The Academic Ombudsman shall be selected according to the following procedures:

- a. The Executive Committee of the [University Senate](#) shall, after inviting nominations from the faculty, administration, and students, submit to the [University Senate](#) a nomination for approval. The nominee must be a full-time faculty member who has taught at the University a minimum of three years;
- b. The name of the nominee, following approval by the [University Senate](#), shall be forwarded to the Student Senate by the President of the [University Senate](#). The Student Senate shall then confirm or reject the nomination. If the nomination is rejected, the Executive Committee of the [University Senate](#) shall begin the nomination procedure anew;
- c. The election shall be held in April of each odd-numbered year, and the Ombudsman shall begin the two-year term of office in September.

Students may bypass the Ombudsman if they wish and utilize the grievance procedures available to them through administrative appeal. In this case, the student would begin by attempting to resolve a grievance with the instructor. If not satisfactorily resolved, the grievance then would be carried to the instructor's chairperson, academic dean, and Provost and Vice President for Academic Affairs. Grievances should be resolved at the lowest possible administrative level.

Students may also bypass the Ombudsman by following the procedures outlined by the Academic Grievance Committee.

## **6. Student Grievance Committee Operating Procedures** **[\(Revised 5-4-05; click to see old version\)](#)**

A student grievance is either academic or non-academic in nature. A student academic grievance refers to a case in which the student claims unfair, prejudicial, or capricious evaluation or treatment of an academic nature by a University faculty member; an academic grievance shall not be filed against actions which would impair the exercise by a University faculty member of his/her academic freedom. A student non-academic grievance refers to a case when a student claims practices which deny or restrict his/her access to or participation in course offerings; sexual harassment, racial discrimination, or any other act by a University faculty member that is derogatory or discriminatory in nature.

A student grievance begins with informal procedures and may continue with subsequent formal procedures. A student may not pursue the formal procedures of a grievance before first exhausting all informal procedures.

The right of a University faculty member to appeal to the Faculty Grievance Committee is not limited by participation in a student grievance nor shall it be prejudiced by any actions or decisions of the Student Grievance Committee.

The grievance procedure is intended to deal with matters as expeditiously as possible. Although the times listed below are recommended guidelines for handling the steps of the procedure, it is expected that they will not be exceeded except under compelling circumstances.

In an academic grievance, if the University faculty member is no longer employed by Bradley University, the student shall meet with the chair of the former faculty member's department and the word "chair" shall take the place of the words "University faculty member" in what follows.

In a non-academic grievance, if the University faculty member is no longer employed by Bradley University or ceases employment before the case is resolved, the Associate Provost for Student Affairs shall offer the former faculty member the right to participate in the informal and formal grievance procedures. If the former faculty member agrees in writing to do so, the process shall move forward as it would for any other faculty member. If the former faculty member declines to do so, or removes himself or herself in writing at any point, the Associate Provost for Student Affairs shall prepare a written summary of events up to the time the former faculty member removes himself or herself and give copies to the student and the former faculty member. At that point, the internal University procedures shall come to a halt without having been resolved.

A student who claims academic grievance may consult with the [Academic Ombudsman](#).

The grievance process is as follows:

**a. Informal Procedures**  
**Academic Grievance**

1) In an academic grievance the student shall meet with the University faculty member in an attempt to resolve the issue within fifteen days of the beginning of the next semester. (The student may consult with the Academic Ombudsman).

If the student is a graduate student, the student shall consult his or her Graduate Program Coordinator/Director to seek a course of action to resolve the issue. The Graduate Program Coordinator/Director shall advise the student on the procedures to be followed. If a conflict of interest exists between the student and the Graduate Program Coordinator/Director, the student may seek the advice of the Department Chairperson of the department offering the program in which he/she is enrolled.

2) Should the issue not be resolved to the student's and the University faculty member's mutual satisfaction, the student may, within five working days of the decision of the University faculty member, appeal to the chairperson/director of the University faculty member's department/division. The chairperson/director shall provide the student and faculty member with a written decision upholding or rejecting the appeal within five working days of the appeal. If the chairperson/director upholds the appeal and finds any unfair or unjustifiable injury or disadvantage to have occurred, his/her decision shall specify remedies to rectify the situation.

If a conflict of interest exists with the chairperson/director, the student may appeal directly to the Dean of the University faculty member's college as discussed in 3) below.

3) Should the issue still not be resolved to the student's and the University faculty member's mutual satisfaction, the student or University faculty member may, within ten working days, appeal the decision of the chairperson/director to the Dean(s) of the College(s) in which the given academic concern resides. This appeal shall specify in writing the alleged grievance. The Dean(s) or Dean(s)' designee(s) shall meet with the relevant parties within five working days of the appeal. The Dean shall deliver a written decision within five working days after the conclusion of this meeting upholding or rejecting the appeal. If the Dean upholds the appeal and finds any unfair or unjustifiable injury or disadvantage to have occurred, his/her decision shall specify remedies to rectify the situation. In cases involving a conflict of interest with the Dean, the student shall initiate the formal procedures specified below.

4) If the student is enrolled in the Graduate School, and the issue still is not resolved to the student's and the University faculty member's mutual satisfaction, the student or University faculty member may, within ten working days, appeal to the Dean of the Graduate School. This appeal shall specify in writing the alleged grievance. The Dean or Dean's designee(s) shall meet with the relevant parties within five working days of the appeal. The Dean shall deliver within five working days after the conclusion of this meeting a written decision upholding or rejecting the appeal. If the Dean upholds the appeal and finds any unfair or unjustifiable injury or disadvantage to have occurred, his/her decision shall specify remedies to rectify the situation. In cases involving a conflict of interest with the Dean, the student shall initiate the formal procedures specified below.

#### **Non-Academic Grievance.**

1) In a non-academic grievance the student shall meet with the Associate Provost for Student Affairs in an attempt to resolve the issue within fifteen days.

2) The Associate Provost for Student Affairs will attempt to resolve the matter within ten working days. Should the issue not be resolved, the Associate Provost for Student Affairs shall prepare a written summary of the events and discussions among the student, University faculty member, and any other individuals, and give a copy of the written summary to the student and University faculty member involved. In cases involving a conflict of interest with the Associate Provost for Student Affairs, the student shall meet with the Provost and Vice President for Academic Affairs. In cases involving a conflict of interest with the Provost, the student shall initiate the formal procedures specified below.

#### **b. Formal Procedures**

Should the issue not be resolved to the student's and the University faculty member's mutual satisfaction using the informal procedures, the student or University faculty member may, within five working days of the final written decision or summary described above, initiate the formal phase of the grievance

procedure by appealing in writing to the Chairperson of the University [Student Grievance Committee](#). This written appeal shall specify the alleged grievance and the result(s) of the appeals during the informal phase of the grievance procedure.

Legal counsel may be used by the parties, at the parties' cost, as part of the formal procedure. Legal counsel for either party shall act in an advisory capacity only and shall not be permitted to speak on behalf of any party. The Student Grievance Committee shall have access to the University attorney on procedural matters.

1) The Student Grievance Committee shall meet at the call of the Chairperson upon receipt of a written grievance.

a) The Chairperson shall:

1)) Obtain written statements from all parties involved in the appeal.

2)) Call for a meeting of the Committee to be held within ten working days of submission of the appeal to review the statements from the parties involved, unless extraordinary circumstances require a delay.

3)) The Committee shall decide whether a grievance is in order. If the Committee finds a grievance is not in order, the complaint is dismissed and no further action will be taken by the Committee. If the grievance alleges discrimination, a copy of the minutes of the meeting shall be sent to the Affirmative Action Officer.

b) If the Committee finds a grievance is in order, the Committee shall

1)) Determine a date, time and place for a formal hearing. Determine the procedures for conducting the formal hearing. All parties concerned will be given at least five working days notice of the time, date and place of the hearing, and of the procedures.

2)) Call on other faculty, staff and students if it would serve the purposes of due process.

3)) Retain records of all written matters dealing with each case.

3) The Committee shall submit its written findings and decisions for review within forty-five working days after the matter has been formally submitted to the Committee. This time period shall not include either University holidays or times when the faculty are not under contract, such as during the summer. If the Committee finds that unfair or unjustifiable injury or disadvantage has occurred, its decision shall specify remedies to rectify the situation.

The Committee shall submit its findings and decision to the Provost or other appropriate academic officer. Within thirty days of the receipt of the findings and recommendations of the Committee, the Provost or other appropriate University officer shall notify all concerned parties of his/her agreement or disagreement with the Committee's decision, stating the reasons in writing.

Upon agreement of the parties, the grievance procedure can be concluded at any time before notification by the appropriate academic officer.

## **7. Termination of Employment**

### **a. Termination of Appointment by the Faculty Member**

A faculty member may terminate his or her appointment effective at the end of an academic year, provided that notice is given in writing at the earliest opportunity, but not later than April 1<sup>st</sup>. Failure to respond by April 1<sup>st</sup> shall be interpreted as an indication by the faculty member that the faculty member intends to terminate relationship with Bradley University upon completion of the current contractual agreement, and action may be initiated immediately thereafter to secure a replacement. The faculty member, with the approval of the department chairperson, Dean, and the Provost and Vice President for Academic Affairs, may properly request a waiver of this requirement of notice in case of hardship, unusual circumstances, or in a situation where the faculty member would otherwise be denied substantial professional advancement or other opportunity.

### **b. Termination of Appointment by the University**

Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may be effected by the University under the following conditions:

#### **1) Termination for Cause**

The principal reasons for termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term are:

- a) Dismissal for gross violation of the Code of Ethics as adopted by the [University Senate](#); (See [Statement on Faculty Ethics](#))
- b) Willful neglect of duty, failure to fulfill contractual obligations, or incompetence;
- c) Medical disability. (See [Termination for Medical Reasons](#) or [Termination of Appointment by the University](#))

If termination takes the form of a dismissal (under Sub-Sections a) and b) above), it will be pursuant to the procedures specified in [Dismissal Procedures](#).

#### **2) Termination for Financial Exigency**

a) Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may occur under extraordinary circumstances because of a demonstrably bona fide financial exigency, i.e., an imminent financial crisis which threatens the survival of the University as a whole and which cannot be alleviated by less drastic means.

b) If the administration issues notice to a particular faculty member of an intention to terminate because of a financial exigency, the faculty member may consult the faculty Ombudsman. If a satisfactory settlement is not reached, the faculty member may request that the case be heard by the [Committee on Tenure, Promotion, and Dismissal](#), with all the rights

attendant to a dismissal procedure as specified in [Dismissal Procedures](#) below. The issues in that hearing will include:

1)) The existence and extent of the condition of financial exigency. (See [Procedures for Dealing with Financial Exigency](#)) The burden will rest on the administration to prove the existence and extent of the condition;

2)) The validity of the educational judgments and the criteria for identification for termination; but the recommendations of a faculty body on these matters will be considered presumptively valid;

3)) Whether the criteria are being properly applied in the individual case.

c) If the University, because of financial exigency, terminates appointments, it will not at the same time make new appointments except in extraordinary circumstances where a serious distortion in the academic program would otherwise result. The appointment of a faculty member with continuous tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of academic program would otherwise result. Lecturers who are in their probationary period shall not be retained at the expense of those in Professorial rank positions.

d) Before terminating an appointment because of financial exigency, the University, with faculty participation, will make every effort to place the faculty member concerned in another suitable position within the University.

e) In all cases of termination of appointment because of financial exigency, the faculty member concerned will be given notice as prescribed in [Probationary Appointment](#) or severance salary (as prescribed in [Terminal Notice or Salary](#)).

f) In all cases of termination of appointment because of financial exigency, the place of the faculty member concerned will not be filled by a replacement within a period of three years, unless the released faculty member has been offered reinstatement and a reasonable time in which to accept or decline it.

### **3) Discontinuation of a Program or Department Not Mandated by Financial Exigency**

Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may occur as a result of a bona fide formal discontinuation of a program, department, or division of instruction. The following standards and procedures will apply:

a) The decision to discontinue a program, department, or division of instruction will be based solely on educational considerations, as determined primarily by the faculty as a whole or an appropriate committee thereof. Such educational considerations shall not include cyclical or temporary variations in enrollment, but shall reflect long-range



judgments that the educational mission of the University will be enhanced by the discontinuation;

b) Before the Administration issues notice to a faculty member of its intention to terminate an appointment because of formal discontinuation of a program, department, or division of instruction, the University will make every effort to place the faculty member concerned in another suitable position. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be provided. If no position is available within the University, with or without retraining, the faculty member's appointment may be terminated, but only with severance salary equitably adjusted to the faculty member's length of past and potential service;

c) A faculty member may appeal a proposed relocation or termination resulting from a discontinuation and has a right to a full hearing before the [Committee on Tenure, Promotion, and Dismissal](#), with all the rights attendant upon a dismissal procedure as specified in [Dismissal Procedures](#). The issues in such hearings may include the University's failure to satisfy any of the conditions specified in this Section. In such hearings a faculty determination that a program, department or division is to be discontinued will be considered presumptively valid, but the burden of proof on other issues will rest with the Administration.

#### **4) Termination for Medical Reasons**

Termination of an appointment with tenure, or of a probationary or special appointment before the end of the period of appointment, for medical reasons, will be based upon clear and convincing evidence that the faculty member cannot continue to fulfill the terms and conditions of the appointment. The decision to terminate will be reached only after there has been appropriate consultation and after the faculty member concerned, or someone representing the faculty member, has been informed of the bases of the proposed action and has been afforded an opportunity to present the faculty member's position and to respond to the evidence. If the faculty member so requests, the evidence will be reviewed by the Committee on Tenure, Promotion and Dismissal before a final decision is made by the Board of Trustees on the recommendation of the Administration. The faculty member will be given severance salary as prescribed in [Terminal Notice or Salary](#).

#### **c. Non-Reappointment of Non-Tenured Faculty**

If a faculty member on probationary or other non-tenured appointment alleges that a decision not to reappoint was based significantly on considerations in violation of (1) academic freedom or (2) governing policies on making appointments without prejudice with respect to race, sex, religion, or national origin, the allegation will be given consideration. The matter will be heard in the manner set forth in [Dismissal Procedures](#) except that the faculty member making the complaint is responsible for stating the grounds for the allegation, and the burden of proof shall rest upon the faculty member. If the faculty member succeeds in establishing a prima facie case, it is incumbent upon those who made the decision not to reappoint the faculty member to come forward with evidence in support of their decision.

**d. Administrative Personnel**

The foregoing regulations apply to administrative personnel who hold academic rank, but only in their capacity as faculty members. Where an administrator alleges that a consideration in violation of academic freedom significantly contributed to a decision to terminate an appointment to an administrative post, or not to reappoint, the administrator is entitled to the procedures set forth in [Non-Reappointment of Non-Tenured Faculty](#).

**e. Other Academic Staff**

1) In no case will a faculty member with a special appointment who is not otherwise protected by the preceding regulations which relate to dismissal proceedings be dismissed without having been provided with a statement of reasons and an opportunity to be heard before the Faculty Grievance Committee.

2) With respect to the non-reappointment of a member of such academic staff who establishes a prima facie case to the satisfaction of the Faculty Grievance Committee that a consideration in violation of academic freedom significantly contributed to the non-reappointment, the staff member will be given a statement of reasons by those responsible for the non-reappointment and an opportunity to be heard before the Faculty Grievance Committee.

**f. Grievance Procedure**

If any faculty member feels that he or she has cause for grievance in any matter not covered by the procedures described in the foregoing sections, the faculty member may petition the Faculty Grievance Committee for redress. The petition shall set forth in detail the nature of the grievance and shall state against whom the grievance is directed. It shall contain any factual or other data which the petitioner deems pertinent to the case. The Committee will have the right to decide whether or not the facts merit a detailed investigation. Submission of a petition will not automatically entail investigation or detailed consideration thereof. The Committee may seek to bring about a settlement of the issue satisfactory to the parties. If in the opinion of the Committee such a settlement is not possible or is not appropriate, the Committee will report its findings and recommendations to the petitioner and to the appropriate administrative officer and faculty body, and the petitioner will, upon request, be provided an opportunity to present the case to them.

**g. Dismissal Procedures**

1) A dismissal is a termination before the end of the period of appointment. Adequate cause for a dismissal will be related, directly and substantially, to the fitness of the faculty member's professional capacity as a teacher or researcher, according to the standards specified on [Criteria for Academic Appointment and Promotion for Tenure Track Positions](#). Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens. (See [Academic Freedom](#))

2) Dismissal of a faculty member with continuous tenure, or with a special or probationary appointment before the end of the specified term, will be preceded by:

a) Discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement.

b) Informal inquiry by the Faculty Ombudsman which may, failing to effect an adjustment, determine whether in its opinion the matter should be referred to the [Committee on Tenure, Promotion and Dismissal](#). The latter may determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the President of the University.

c) A statement of charges stated with reasonable particularity by the President or the President's delegate.

3) A dismissal, as defined in Sub-Section 1) above, will be preceded by a statement of reasons, and the individual concerned will have the right to be heard by the [Committee on Tenure, Promotion and Dismissal](#). Members deeming themselves disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative. Either party will have a maximum of one challenge without stated cause.

4) Pending a final decision by the [Committee on Tenure, Promotion and Dismissal](#), the faculty member will be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to self or others is threatened by continuation or if the faculty member has lost the capacity to perform his/her duties adequately (See [Termination of Appointment by the University](#)). Before suspending a faculty member, the administration will consult with the [Executive Committee of the University Senate](#) (except for the Provost and Vice President for Academic Affairs) concerning the propriety, the length, and the other conditions of the suspension. A suspension which is intended to culminate in a dismissal will be treated as a dismissal with appeal through the [Committee on Tenure, Promotion and Dismissal](#), rather than through the Faculty Grievance Committee. Salary will continue during the suspension.

5) The [Committee on Tenure, Promotion and Dismissal](#) may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to:

a) Simplify the issues;

b) Effect stipulations of facts;

c) Provide for the exchange of documentary or other information;

d) Achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

6) Service of notice or hearing with specific charges in writing will be made at least twenty days prior to the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing but denies the charges or asserts that the charges do not support a finding of adequate cause, the [Committee on Tenure, Promotion and Dismissal](#) will evaluate all available evidence and rest its recommendation upon the evidence in the record.

7) During the proceedings the faculty member will be permitted to have an advisor and/or counsel of choice at the faculty member's expense. During

the formal hearing(s), the advisor and/or counsel shall be advisory only and shall not be permitted to speak on the faculty member's behalf.

8) At the request of either party or the [Committee on Tenure, Promotion and Dismissal](#), a representative of a responsible educational association shall be permitted to attend the proceedings as an observer.

9) A verbatim record of the hearing or hearings will be taken and at the faculty member's request a typewritten copy will be made available to the faculty member without cost.

10) The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence considered as a whole.

11) The [Committee on Tenure, Promotion and Dismissal](#) will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

12) The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The Administration will cooperate with the [Committee on Tenure, Promotion and Dismissal](#) in securing witnesses and making available documentary and other evidence.

13) The faculty member and the Administration will have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the [Committee on Tenure, Promotion and Dismissal](#) determines that the interests of justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and if possible provide for interrogatories.

14) In the hearing of charges of incompetence, the testimony shall include that of qualified faculty members from this or other institutions of higher learning.

15) The [Committee on Tenure, Promotion and Dismissal](#) will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.

16) The findings of fact and the decision will be based solely on the hearing record.

17) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case either by the faculty member or by administrative officers will be avoided so far as possible until the proceedings have been completed, including consideration by the Board of Trustees. The President and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing.

18) If the [Committee on Tenure, Promotion and Dismissal](#) concludes that adequate cause for dismissal has not been established by the evidence in the record, it will so report to the President. If the President rejects the report, he

will state his reasons for doing so, in writing, to the Committee and to the faculty member, and provide an opportunity for response before transmitting the case to the Board of Trustees. If the Committee concludes that adequate cause for dismissal has been established, but that an academic penalty less than dismissal would be more appropriate, it will so recommend, with supporting reasons.

**h. Procedures for Dealing With Financial Exigency**

The elements of a plan to deal with financial exigency are:

**1) Determination of Impending or Actual State of Financial Exigency**

A state of financial exigency exists when funds required for continued operation of the University without impairment of its academic standing are unavailable, or are foreseen to be unavailable, and the insufficiency of funds is of a serious and persistent nature.

If the [Committee on University Resources](#), either upon the recommendation of the University administration through the Provost and Vice President for Academic Affairs, or on its own initiative believes a state of financial exigency to exist or is impending, it shall so notify the [University Senate](#) at the next regular meeting of the Senate or within two weeks of its finding, whichever is sooner.

The [University Senate](#), if it accepts the report, shall by formal resolution notify the President and the Provost and Vice President for Academic Affairs of this finding and request the implementation of a plan and procedure for dealing with a state of financial exigency.

**2) Guidelines for Identifying Appropriate Adjustments and Retirements**

The following guidelines shall be applied in preparing and implementing a plan for responding to a state of financial exigency. These guidelines, prepared by the [Committee on Tenure, Promotion and Dismissal](#) and approved by the [University Senate](#), shall be reviewed periodically by this Committee with recommendations to the Senate for change as deemed advisable.

a) The overriding consideration in preparing and recommending a plan for responding to a state of financial exigency shall be the preservation of Bradley University as a viable institution of higher learning without impairment of the academic standing of the University.

b) Proposed retrenchments related to financial exigency shall not be undertaken until a revenue expansion plan has been adopted and a timetable established for its implementation.

c) The plan for adjustment and/or retrenchment may include the following (which list is not limiting and does not imply any order of priority):

1)) Reduction in supplies budget;

2)) Postponement of capital budgets;

3)) Reduction in scope of academic or non-academic programs;

- 4)) Elimination of academic or non-academic programs;
- 5)) Termination of employment of administrative staff, faculty, or support staff;
- 6)) Expansion of programs or introduction of new program with the appropriate funding;
- 7)) Reorganization of academic and non-academic units and procedures to improve efficiency of operation.

d) The application of these or other measures need not be and probably should not be uniform. In each and every case, however, the measure should be justified as necessary for and contributing to the preservation of Bradley University as noted in a) above.

e) If the plan recommends termination of personnel, the procedures as described in [Termination of Employment](#) shall be binding.

### **3) Process of Formulation and Implementation of Plan for Adjustments and Retirements**

The preparation of the plan shall be the responsibility of the Provost and Vice President for Academic Affairs, but shall be formulated in consultation with the Vice President for Business Affairs, the Vice President for Advancement, the Deans of the Colleges and the Graduate School, and such other administrative officers deemed appropriate; the Provost and Vice President for Academic Affairs shall also consult with the Committee on University Resources.

The [Committee on University Resources](#) shall review the plan upon its completion and shall report its findings and recommendations for acceptance or rejection to the University Senate at a special meeting or at the next regular meeting of the Senate, but no later than two weeks after receiving the report from the Provost and Vice President for Academic Affairs. The [Committee on University Resources](#) report and recommendations shall be based on whether, in its judgment, the plan conforms to the guidelines stated in 2) above.

The [University Senate](#) shall act on the Committee's report and recommendations within one month of the time at which they are delivered and forward its recommendations to the President and to the Provost and Vice President for Academic Affairs. If the Senate fails to make a formal recommendation to the President and the Provost and Vice President for Academic Affairs on any part of the plan within the month, the decision whether to proceed with those parts shall be made by the President.

### **4) Appeals by Affected Academic or Administrative Units**

Units affected by the plan may request reconsideration by an Appeals Committee comprised of the President, who shall serve as Chairperson, the Provost and Vice President for Academic Affairs, the Vice President for Business Affairs, the Vice President for Advancement, and two persons selected by the [Executive Committee of the Senate](#) and approved by the Senate. The following procedures shall apply:

- a) Appeals must be presented to the President in writing;
- b) Appeals must be based on the appropriateness of the application of the guidelines;
- c) The internal procedures for hearings shall be determined by the Appeals Committee itself;
- d) The decision of the Committee shall be provided in writing.

**5) Appeals Process or Affected Individuals**

Individuals who believe their contractual rights have been violated by the plan may appeal through the appropriate committees on faculty affairs [Faculty Ombudsman](#).

**i. Terminal Notice or Salary**

If an appointment is terminated, the faculty member will receive salary or notice in accordance with the schedule of notice to which the faculty member is entitled in [Probationary Appointments](#) or if the faculty member has tenure, for at least one year. This provision for terminal notice or salary need not apply in the event that there has been a finding that the conduct which justified dismissal falls under the provisions of [Termination of Appointment by the University](#). On the recommendation of the Committee on Tenure, Promotion and Dismissal or the President, the Board of Trustees, in determining what, if any, payment will be made beyond the effective date of dismissal, may take into account the length and quality of the faculty member's service to the University.

**j. Action of the Board of Trustees**

If dismissal or other severe sanction is recommended, the President will, on request of the faculty member, transmit to the Board of Trustees the record of the case. The Board's review will be based on the record of the Committee hearing, and it will provide opportunity for argument, oral or written or both, by the principals at the hearing or by their representatives. The decision of the [Committee on Tenure, Promotion, and Dismissal](#) will either be sustained, or the proceeding returned to the Committee with specific objections. The Committee will then reconsider, taking into account the stated objections and receive new evidence if necessary. The Board of Trustees will make a final decision only after study of the Committee's reconsideration.

**8. Policy on Research Misconduct**

**a. Introduction**

This policy defines research misconduct and describes the procedures for handling allegations of research misconduct at Bradley University. This policy applies to academic employees involved in funded or unfunded research activities associated with the University.

Research misconduct in academe is an intolerable threat to the most fundamental purpose of a university: the search for truth and knowledge. Dishonesty among academic researchers is uncommon relative to the large amount of scholarship in which colleges and universities engage, but violations of professional standards can occur in this as in other types of human pursuit. While research at Bradley University has traditionally and routinely been performed at a high level of quality and academic integrity, the potential consequences of misconduct are so serious that the University must provide

policies and procedures to review, investigate, and report allegations of misconduct, even if cases will arise only rarely.

Bradley University expects research engaged in by members of the University community to conform to highest ethical standards. Anyone with concerns about impropriety in a research project should communicate those concerns through appropriate channels. If they cannot be communicated directly to the researchers involved, or if such action has an unsatisfactory result, then the concerns should be brought to the Associate Provost and Dean of the Graduate School. In many cases, however, a person may not be able to determine whether the problem he or she perceives with a research project constitutes misconduct. The people listed in this document to whom formal allegations should be brought can provide guidance in ambiguous situations.

In the event of a case of alleged misconduct, all persons involved in the proceedings are expected to cooperate fully and to conduct themselves in an ethical manner. They have an obligation to strive for impartiality and objectivity, with ample respect for the care needed in reviewing allegations of misconduct and the personal and professional harm that can result from unfounded accusations. Confidentiality in the proceedings is to be preserved to the greatest extent compatible with effective and efficient response. All parties are to be treated justly and fairly and with due respect to their reputations and future professional opportunities. The proceedings should be conducted as expeditiously as possible, in order to arrive at the resolution of charges in a timely fashion.

## **b. Definitions**

### **1) Research Misconduct**

Research Misconduct is behavior that fails to respect the intellectual contributions or property of others, that intentionally impedes the progress of research, that risks corrupting the scientific record, or that compromises the integrity of scientific practices. Research misconduct does not include unintentional error or honest differences in interpretation or judgments of data. Examples of research misconduct include, but are not limited to the following:

#### **a) Falsification of data**

Fabrication of data, deceptive reporting of data, and/or purposeful omission of conflicting data.

#### **b) Misrepresentation**

Reckless disregard for the truth by stating or presenting a material or significant falsehood; or omitting a fact so that what is stated or presented as a whole states or presents a material or significant falsehood.

#### **c) Plagiarism**

Representing another's work as one's own.

#### **d) Misappropriating others' ideas**

The unauthorized use of privileged information (such as violation of confidentiality in peer review), however obtained.

#### **e) Interference**



Intentionally and without authorization taking or sequestering or materially damaging any research-related property of another used or produced in the conduct of research.

**f) Material failing to comply with established requirements that relate to the conduct of research**

E.g., for the protection of researchers, human subjects, animal subjects, or the public.

**g) Misappropriating research funds**

Including, but not limited to, the diversion of external funds to purposes not appropriately related to the funded research project.

**2) Academic Employee**

Academic Employee means a University employee who ultimately reports to the Provost and Vice President for Academic Affairs.

**3) Complainant**

Complainant means a person who makes an allegation of research misconduct

**4) Respondent**

Respondent means the person against whom an allegation of research misconduct is directed or the person whose actions are the subject of the inquiry or investigation. There can be more than one respondent in an inquiry or investigation.

**5) Allegation**

Allegation means any written or oral statement or other indication of possible research misconduct made to an institutional official.

**6) Good Faith Allegation**

Good faith allegation means an allegation made with the honest belief that research misconduct may have occurred. An allegation is not in good faith if it is made with reckless disregard for or willful ignorance of facts that would disprove the allegation.

**7) Inquiry**

Inquiry is the initial fact-finding to determine whether an allegation or apparent instance of research misconduct warrants an investigation.

**8) Investigation**

Investigation means the formal examination and evaluation of all relevant facts to determine if misconduct has occurred, and, if so, to determine the responsible person and the seriousness of the misconduct.

**9) Research Record**

Research record means any data, document, computer file, computer diskette, or any other written or non-written account or object that reasonably may be expected to provide evidence or information regarding the proposed, conducted, or reported research that constitutes the subject of an allegation of research misconduct. A research record includes, but is not limited to, grant or contract application, whether funded or unfunded; grant or contract progress and other reports; laboratory notebooks; notes; correspondence;

videos, photographs; X-ray film; slides; biological materials; computer files and printouts; manuscripts and publications; equipment use logs, laboratory procurement records; animal facility records; human and animal subject protocols; consent forms; medical charts; and patient research files.

#### **10) Retaliation**

Retaliation means any action that adversely affects the employment or other institutional status of an individual that is taken by an institution or an employee because the individual has made a good faith allegation of research misconduct or of inadequate institutional response thereto or has cooperated in good faith with an investigation of such allegation.

#### **c. Procedures for Handling Allegations of Research Misconduct**

##### **1) The Filing of a Complaint and the Initiation of an Inquiry**

If any administrative officer referred to herein has a conflict of interest in a case, or is the complainant, then the next higher administrative officer will appoint some other person to assume the responsibility.

Allegations of research misconduct shall be reported to the Associate Provost and Dean of the Graduate School. He or she may counsel confidentially any individual who comes forward with an allegation of misconduct.

If consistent with law, regulations of the granting agency, and provisions of contracts, the University may seek informal resolution of the issue. Informal resolution could include direct discussion between the complainant and respondent or facilitated discussion including the Associate Provost and Dean of the Graduate School, Department Chairs, Deans, or others.

If the Associate Provost and Dean of the Graduate School determines that the concern does fall under the jurisdiction of this policy, he or she will discuss the inquiry and investigation procedures with the individual who has questions about the integrity of a research project (the complainant). If the complainant chooses to make a formal allegation, a written complaint must be submitted to the Associate Provost and Dean of the Graduate School specifying both the alleged misconduct and the evidence that supports the allegation.

Formal allegations may not be made anonymously, for this precludes the acquisition of further pertinent information from the complainant.

##### **a) Initial Response to Possible Research Misconduct**

If a formal complaint is filed, the Associate Provost and Dean of the Graduate School must, within seven days, determine (a) if the alleged misconduct falls under the jurisdiction of the policy on research misconduct, and (b) if there is sufficient cause to warrant an inquiry. If the answers to both questions are yes, an inquiry must begin as soon as possible. If the answer to either question is no, then the Associate Provost and Dean of the Graduate School will notify the complainant of the negative decision. When the Associate Provost and Dean of the Graduate School determines an inquiry is not merited, the complainant may refile the complaint with the Associate Provost and Dean of the Graduate School, who must initiate an inquiry.

If a formal complaint is not filed, the Associate Provost and Dean of the Graduate School may still initiate an inquiry. Once aware of potential research misconduct, by whatever means, the Associate Provost and Dean of the Graduate School is obligated to determine whether the evidence appears strong enough to merit conducting an inquiry. If the evidence is strong enough to merit an inquiry, the Associate Provost and Dean of the Graduate School will become the complainant filing a formal complaint with the Provost and Vice President for Academic Affairs. In such cases see above, c. 1) Paragraph 1.

The Associate Provost and Dean of the Graduate School, or the Provost and Vice President for Academic Affairs if the Associate Provost and Dean of the Graduate School file the complaint, initiate an inquiry by notifying in writing both the complainant and respondent that a request has been made to the Executive Committee of the University Senate to create a Research Standards Committee (See 3) b) below for details). It is the Research Standards Committee which conducts the inquiry and any subsequent investigation.

**b) The Research Standards Committee**

**1)) Purpose**

A Research Standards Committee shall be created to conduct the inquiry, and if merited the investigation of the alleged research misconduct.

**2)) Committee Membership**

The Research Standards Committee shall consist of five full-time faculty members, appointed by the Executive Committee of the University Senate. The Associate Provost and Dean of the Graduate School shall participate as an ex-officio and non-voting member and serve as a resource person to the Executive Committee. Committee members should not have a close professional or personal affiliation with the complainant or the respondent in a given case. Committee members should be unbiased, have appropriate academic or other backgrounds for judging the issues being raised, and have no real or apparent conflicts of interest with the case being investigated.

Immediately upon creation of the Research Standards Committee, the Associate Provost and Dean of the Graduate School will notify the respondent of the Committee's membership. The composition of the Committee may be challenged for cause by the respondent. Any respondent challenges to the Committee's composition must be submitted in writing to the Associate Provost and Dean of the Graduate School within five days of the respondent being notified of the Committee's membership. The University Senate Executive Committee will decide the validity of a challenge for cause and appoint any needed replacements.

**3)) Structure and Resources**

The Committee will elect a chairperson and secretary, who will maintain Committee records. All records will be securely stored at the Office of the Associate Provost and Dean of the Graduate School. The Committee may call upon the Office of the Associate Provost and

Dean of the Graduate School for support beyond maintaining records (e.g., any financial resources required for the Committee to call upon on- or off campus consultants necessary to assist in reviewing a case). When necessary in either inquiry or investigation, the Committee may call upon experts.

## **2) Inquiry**

### **a) Purpose**

In the inquiry, factual information is gathered and expeditiously reviewed to determine if an investigation of the charge is warranted. An inquiry is not a formal hearing, nor is it to conclude that misconduct has occurred; it is intended to separate allegations deserving of further and more detailed examination from frivolous, unjustified, or clearly mistaken allegations. An inquiry is undertaken to determine whether an investigation is to be conducted.

### **b) Process**

To initiate an inquiry, the Associate Provost and Dean of the Graduate School shall (1) inform the Executive Committee of the University Senate of the need for an inquiry, and (2) notify the respondent of the charges and the process that will follow. Notification will be made in writing and copies will be securely maintained and held confidential in the office of the Associate Provost and Dean of the Graduate School. The only role of the Executive Committee of the University Senate is to promptly form the Research Standards Committee. The Associate Provost and Dean of the Graduate School should provide the Executive Committee with the information necessary for the appointment of Research Standards Committee that is neutral and possesses the needed expertise for the case.

All meetings of the Committee will be closed and kept confidential.

The respondent is obligated to cooperate in providing the material necessary to conduct the inquiry and will be so informed by the Committee when the inquiry is initiated. Uncooperative behavior may result in immediate implementation of a formal investigation and appropriate institutional sanctions. The respondent will be given an opportunity to comment on the allegations during the inquiry and to respond to a draft copy of the inquiry findings. If he or she comments on that report, the comments may be made part of the final inquiry record. The respondent may address the Committee, if he or she desires. When appearing before the Committee the respondent may be accompanied by an advisor and/or counsel of choice at the respondent's expense; however, the advisor and/or counsel is advisory only and will not be permitted to speak on the respondent's behalf.

Inquiries should be resolved expeditiously. The inquiry phase should be completed and the final report of the findings submitted to the Provost and Vice President for Academic Affairs within 60 days of the initiation of the inquiry or within a shorter time period if so specified by a funding agency. If the Committee anticipates that the established deadline cannot be met, it should submit to the Provost a report citing the reasons for the delay and describing progress to date; it should also inform the

respondent and other involved individuals. If the inquiry takes longer than 60 days to complete, the final report will include documentation of the reasons for exceeding 60 days.

The University will, to the greatest extent possible, protect the complainant against retaliation. Individuals engaging in acts of retaliation will be subject to grievance proceedings and/or disciplinary action.

**c) Findings**

After receiving the written report of the inquiry, the Provost and Vice President for Academic Affairs shall render a decision on whether or not the allegations merit an investigation. The report is to state what evidence was reviewed, summarize relevant interviews, describe the process and conclusion of the inquiry, and include a recommendation on whether an investigation is merited. It is to be sufficiently detailed to permit a later assessment of the reasons supporting the inquiry findings. The report and all other inquiry records will be retained in a confidential and secure file in the Office of the Associate Provost and Dean of the Graduate School for at least three years after the completion of the inquiry. This file will not become a part of the respondent's employment or student record at the University unless a subsequent investigation results in a final determination of research misconduct.

In the case of allegations found to warrant an investigation, the existing Research Standards Committee will promptly initiate such an investigation.

If an allegation is found to be unsupported, but has been submitted in good faith, no further formal action, other than informing all parties involved in the inquiry, will be taken. The record and findings of the inquiry, including the identity of the respondent, will be held confidential to the greatest extent possible to protect the parties involved.

**d) Reporting to the Funding Agency**

If the alleged research misconduct involves an externally funded project, the Associate Provost and Dean of the Graduate School will convey to the funding agency the information required by the regulations of the funding agency.

**3) Investigation**

**a) Purpose**

The Research Standards Committee will initiate an investigation only after the Provost and Vice President for Academic Affairs decides that an investigation is warranted. The investigation broadens the scope of the inquiry and is the formal examination and evaluation of all pertinent facts to determine whether misconduct has occurred. The investigation should look carefully at the substance of the charges and examine all relevant evidence. The investigation findings and recommendations are advisory. They will be submitted to, and reviewed by, the Provost and Vice President for Academic Affairs who will make the determination.

**b) Process**

Upon completion of an inquiry and the determination by Provost and Vice President for Academic Affairs' that an investigation is warranted, the

Research Standards Committee will initiate the investigation within 30 days.

The Committee's investigation may consist of a combination of activities including, but not limited to:

- 1)) Review of data, proposals, correspondence, and other pertinent documents at the University, at the granting agency, or elsewhere;
- 2)) Review of published materials and of manuscripts submitted or in preparation;
- 3)) Inspection of laboratory or other facilities and/or materials;
- 4)) Interviewing of parties with an involvement in, or knowledge about the case, including both the complainant and the respondent. Complete summaries of these interviews should be prepared, provided to the interviewed party for comment or revision, and included as part of the documentary record of the investigation.

All involved University parties are obligated to cooperate with the proceedings in providing information relating to the case. All relevant documentary information must be provided to the respondent in a timely manner to facilitate the preparation of a response. The respondent will be provided the opportunity during the investigation to address the charges and evidence in detail and may address the Committee in person if he or she desires. The complainant will have the opportunity to review the evidence to ensure completeness.

All meetings of the Committee will be closed and considered confidential. When appearing before the Committee the respondent may be accompanied by an advisor and/or counsel of choice at the respondent's expense; however, the advisor and/or counsel is advisory only and will not be permitted to speak on the respondent's behalf.

In the course of an investigation, additional information may emerge that justifies broadening the scope of the investigation beyond the initial allegations. The respondent will be informed when significant new directions of investigations are undertaken.

After conducting the investigation, the Committee will prepare a draft report of findings, provide a copy to the respondent for comment, and then incorporate the respondent's comments (if any) in the final report. This final report must:

- a)) Describe the alleged research misconduct;
- b)) Include the actual text or an accurate summary of the views of the respondent;
- c)) Describe how and from whom information was obtained;

d)) Detail the Research Standards Committee's findings and the basis for those findings;

e)) Include the respondent's comments on the draft report of findings;

f)) Include one of the following summary findings:

1))) No research misconduct was committed;

2))) No research misconduct was committed, but serious scientific or other research errors were committed;

3))) Research misconduct was committed.

g)) Detail the Research Standards Committee's recommendations for the resolution of the case, including correction of the research record if there is a finding of research misconduct or research error;

h)) Recommend sanctions if there is a finding of misconduct (See 5) c) below).

#### **4) Submission of Findings**

The Research Standards Committee then will submit the final report to the Provost and Vice President for Academic Affairs.

Investigations should be conducted as expeditiously as possible. An investigation ordinarily should be completed within 120 days of its initiation (including submission of the final report). However, the nature of some cases may render the deadline difficult to meet. If the Committee determines that the full process cannot be completed in 120 days, then an interim report is to be submitted to the Provost and Vice President for Academic Affairs prior to the end of 120 days with a request for an extension.

#### **5) Determination of the Provost and Vice President for Academic Affairs**

The Provost and Vice President for Academic Affairs will review the final Committee report and, within 30 days, make a determination on the case. If the Provost and Vice President for Academic Affairs rejects the Committee's findings and recommendations, the reasons for doing so will be reported in writing to the Committee. The Provost and Vice President for Academic Affairs will meet with the Committee to explain the reasons for overriding the summary finding and recommendations of the Committee.

After making the determination, and resolving any disagreement with the Committee, the Provost and Vice President for Academic Affairs will confidentially submit the (1) determination, (2) Committee's final report, and (3) description of any sanctions to be imposed by the University to the respondent(s), each respondent's department chair and college dean, the Associate Provost and Dean of the Graduate School, and the funding agency, if any. If there is more than one respondent then each will receive all those parts of the full report that are pertinent to his or her role in the case. A copy of this full report and all documentation relevant to substantiating the investigation's findings will be kept in a secure and confidential file in the

Office of the Associate Provost and Dean of the Graduate School. If there is a final determination of misconduct, then the full report will become part of the respondent's employment or student file at the University. The Provost and Vice President for Academic Affairs will also inform the complainant of the decision on whether or not research misconduct occurred.

Additional follow-up action that must be taken after the determination is made:

**a) No Finding of Research Misconduct**

All persons and agencies/organizations informed of the investigation must be notified promptly of the finding of no misconduct.

If the unsubstantiated allegations of misconduct are found to have been maliciously motivated, appropriate grievance procedures or disciplinary action may be initiated against the complainant. If the allegations, however incorrect, are found to have been made in good faith, no disciplinary measures will be taken and efforts will be made to prevent retaliatory action against the complainant.

**b) No Finding of Research Misconduct, but Finding of Serious Carelessness or Serious Scientific or Other Research Error**

All persons and agencies/organizations informed of the investigation must be notified promptly of the finding of no misconduct. In the event that the Committee discovers serious research errors, it will include in its final report specific recommendations for action to correct the errors. The Provost and Vice President for Academic Affairs will follow up on these recommendations or refer them to another appropriate administrative official (department chair, dean, or other) or University Senate committee for action.

**c) Finding of Research Misconduct**

The Provost and Vice President for Academic Affairs will be responsible for disposition of the matter through the University's regular personnel procedures, and in conformity with the *Faculty Handbook*. Sanctions can range from removal from the research project, to reprimand, to financial restitution, to termination of employment. Other Research Standards Committee recommendations may include notifying editors of journals in which the respondent's research was published or to which manuscripts were sent, other institutions with which the respondent has been affiliated, collaborators, professional societies, and, if applicable, state professional licensing boards or criminal authorities. The Provost and Vice President for Academic Affairs will follow up on these recommendations or refer them to another appropriate administrative official (department chair, dean, or other) or University Senate committee for action.

**6) Appeal**

No University sanctions will be imposed before an appeal has run its course; nor will findings be considered final until the appeal process is complete.

If the respondent does not concur with the Provost and Vice President for Academic Affairs' determination, the respondent may, within 30 days of the distribution of that determination, file a written appeal with the President of the University Senate for submission to the appropriate University Senate



committee. Either the findings, or the sanctions, or both, may be appealed. An appeal must be restricted to the body of evidence already presented, and the grounds for appeal must be limited to failure to follow appropriate procedures in the investigation, or arbitrary and capricious decision-making, or sanctions not in keeping with the findings. The decision of the President of the University is the final University determination.

**9. Conflict of Commitment and Conflict of Interest Policies**

[Archive version of Conflict of Interest Policy, changed 02-19-04](#)

**a. Conflict of Commitment Policy**

**1) Definition and Disclosure Requirements**

Bradley University encourages faculty to pursue excellence in teaching, scholarship, and service. The University recognizes that activities outside of the University, including community and government service in the public interest, consulting, and outside employment, may enrich classroom performance and enhance research and/or creative production. These activities should be carefully managed to ensure that they do not adversely interfere with the faculty member's primary professional commitment to the education, research and creative production, and service programs of the University. This policy addresses conflicts of commitment resulting when outside-compensated activities take precedence over a faculty member's primary professional obligation to Bradley University.

It is important to recognize, however, that the obligations of Bradley University faculty members move beyond the letter of these policies to their spirit. The University requires that its faculty members meet their classes; but it also expects that they will be available to students outside of the classroom, will carry their share of committee responsibilities, and will remain productively involved in their research and scholarly pursuits. External activities that compromise or diminish a faculty member's capacity to meet these obligations may represent a conflict of commitment. Conflicts of commitment usually involve issues of time allocation. Whenever an individual's outside compensated professional activities exceed the limits permitted in this policy a conflict of commitment exists. Accordingly, compensated professional/commercial activities, including outside consulting and creative endeavors, should not exceed forty days during the academic year as stipulated in individual annual employment contracts. ([See section II.B.2.f on professional consulting.](#)) The faculty member may exclude from this timeframe the days between Fall Commencement and the start of the Spring Semester. Teaching an overload during a regular semester at Bradley University does not constitute a violation of this policy and shall not be included in the calculation of outside professional activity time.

Bradley University faculty members holding full-time appointments may not hold compensated, professional appointments of any type during the academic year in any other organization where they do not have significant ownership interests without written approval from the Provost. Approval is also required for teaching appointments or other professional activities that might compete with University offerings.

Each faculty member must complete annually the Certification of Compliance with Bradley University Conflict of Commitment and Conflict of Interest

Policies and ad hoc disclosures as required in Section H of this policy. Throughout the year, additional disclosure is necessary only when a substantial change in compensated activities may create a conflict of commitment. The faculty member is required to respond fully and in a timely manner to inquiries that may occur as a result of the administrative review process described in Section H.

## **2) Compensated Professional/Commercial Activities**

Bradley University encourages faculty members to facilitate the transfer of knowledge gained through academic research to applications that can benefit the general population. Moreover, experience gained by faculty members in the course of compensated professional/commercial activities can enhance their teaching and scholarship within the University. However, compensated professional/commercial activities, including outside consulting and creative efforts, can create the potential for Conflicts of Commitment.

Compensated professional/commercial activity, including outside consulting and creative endeavors, refers to paid service as a technical or professional advisor or practitioner. Activities for which the faculty member receives extra compensation from the University are considered professional/commercial activities except as specifically allowed in Section A. A conflict exists when involvement in compensated activities adversely affects the faculty member's ability to fully meet University responsibilities. The policy on Intellectual Property and Technology Transfer should also be consulted when entering into agreements for compensated activities.

## **3) Exempted Professional Activities**

The exempted professional activities are certain outside activities that extend and enhance a faculty member's normal institutional responsibilities of teaching, research and/or creative production, and service to public institutions, educational organizations, and professional societies. Faculty members are encouraged to engage in exempted professional activities as long as such activities do not interfere with the faculty member's responsibilities to the University. The following are typical examples of exempted professional activities and serve as a guide for identifying this form of professional activity. Faculty members who are uncertain if an activity is the type that is exempted should seek advice from their department chairperson. Exempted activities should be reported as a part of a faculty member's annual report, but need no prior approval unless the activity represents a potential conflict of commitment.

Occasional lectures, colloquia, and seminars on a nonrecurring basis.

Preparation of monographs, chapters, and editorial services for educational or professional organizations.

Preparation of art or other creative works.

Public service.

Peer review of articles and grant proposals.

Membership on editorial boards.

Service on advisory committees or evaluation panels for government fund agencies, and similar nonprofit foundations, and educational organizations with per diem travel costs and an honorarium often provided.

Leadership positions in professional societies.

Preparation of textbooks and other pedagogical materials.

Exempted activities are not considered outside consulting and are not considered a part of the forty-day limitation described in Section A.

## **b. Conflict of Interest Policy**

### **1) Definition of Conflict of Interest and Disclosure Requirements**

Bradley University and its employees are committed to conducting all external and internal professional relationships in a manner that meets the highest standards of integrity and ethics. The University strongly encourages and participates in interaction with both the public and private sectors as an important component of its scholarship, education, and public service activities. The University also recognizes the potential for conflicts of interest due to the nature and scope of the activities engaged in by the University and its academic employees.

A conflict of interest arises when any faculty member, i.e. full-time, part-time, instructor, administrator holding faculty rank, etc., is in a position to influence either directly or indirectly University business, research, or other decisions in ways that could lead to gain or benefit for the faculty member, the faculty member's family (spouse, domestic partner, children and siblings.), or others to the detriment of the University's integrity and its mission. A conflict of interest also exists if faculty members with administrative assignments take actions in that role that adversely affect the professional interests of another faculty member for the advancement of their own professional interests.

The mere existence of a conflict of interest, real or potential, will not necessarily exclude a particular activity because conflicts can span a wide spectrum, from those that are minor and inconsequential to those that have serious consequences and cannot be permitted. The University and its faculty members have ethical and legal obligations to conduct themselves and their University activities in accordance with the highest standards of integrity.

Each faculty member must complete annually the *Certification of Compliance with Bradley University Conflict of Commitment and Conflict of Interest Policies* and ad hoc disclosures as required in Section H of this policy. Throughout the year, additional disclosure is necessary whenever a substantial change in external activities, affiliations or interests occurs or when required by granting agencies. The faculty member is required to respond fully and in a timely manner to inquiries that may occur as a result of the administrative review process described in Section H.

The faculty member must report those activities, organizational affiliations, or business interests that are professional in nature and might reasonably be

considered to constitute actual or potential conflicts of interest. These include:

1. consulting or other financial relationships with a sponsor of one's research;
2. a managerial role or significant financial interest with a company in one's field of research or a company that does business with the University;
3. external activities or business that involves University students or employees;
4. relationships, commitments, or activities on the part of the faculty member or his/her family that might present or reasonably appear to present a conflict of interest with regard to one's University appointment. These relationships may be of a financial, fiduciary, or uncompensated nature.

State and federal agencies have legitimate concerns that any research they sponsor is free of bias due to financial interests of the investigator and institution, and that funds provided be expended as intended. Most governmental agencies have required institutions to assume the responsibility for ensuring that these concerns are addressed. Failure to comply may jeopardize existing or future funding. Accordingly, faculty members must cooperate fully with the University to ensure that the institution can resolve and/or manage potential and actual conflicts of commitment and interest in conformity with regulations of governmental granting agencies.

Individuals monitoring University agreements regulating conflicts have an absolute duty to disclose in writing any actual, apparent, or potential conflict that they have in the matter and may not participate further in the process unless approved in writing by the University.

## **2) Allowable Income-Generating Activities**

The following are examples of external income-generating activities that in general would not be considered conflicts of interest. However, these activities should be reported if they are so excessive in terms of time and effort that they may constitute a potential conflict of commitment or interest. This list is not inclusive and is intended to provide guidance.

1. Receiving honoraria, stipends, and/or royalties for published scholarly works and other writing, creative works, lectures, and/or presentations.
2. Participating at professional conferences for the purpose of making scholarly presentations, conducting seminars or workshops.
3. Receiving honoraria for serving as a special reviewer or on a review panel for academic, governmental, or not-for-profit organizations.
4. Receiving royalties under the University's or another academic institution's royalty distribution policies.

5. Preparing books, articles, software and creative works relevant to University duties.

6. Earnings from passive investments such as interest or dividends or mutual funds.

### **3) Requiring Prior Approval and Potential Management**

The following activities represent examples of potential or actual conflicts of interest. This list is not inclusive and is intended to provide guidance. Final determination of activities will be the responsibility of the Provost. It is recognized that circumstances may require exceptions. Exceptions shall only occur when they are made because they protect the best interests of the University. Exceptions will be reported to the Senate Executive Committee.

1. Using University resources to conduct research that is sponsored by an entity in which the faculty member or his/her family member holds a significant financial interest.

2. Serving in an executive or managerial capacity or holding significant financial interests in for-profit or not-for-profit entities doing business with the University.

3. Serving on the board of directors or a major advisory committee of an external entity which sponsors the faculty member's research or provides gift funds for the use of the faculty member or his/her department.

4. Utilizing University students or staff in consulting activities, activities supported by gift funds, and/or research sponsored by an entity in which the faculty member has financial interests.

5. Diverting research opportunities from the University to another academic institution, federal laboratory, business, or consulting entity.

6. Directing purchasing opportunities to a family-owned company or an associated entity.

7. While acting in the context of his/her University duties, making professional referrals to a business in which a faculty member or a member of his/her family has a significant financial interest.

8. Conducting business activities involving compensation to students or staff who reports to the faculty member.

### **4) Confidentiality Requirements**

All parties to the evaluation, management, and approval of conflicts are to make diligent efforts to keep disclosures, remedies, and actions taken for violation of this policy confidential to the extent allowed by law. When required by a granting agency, the Provost will report a conflict to that agency. Failure to satisfactorily resolve or manage a conflict may require that it be divulged. The granting agency will have access to relevant documents as part of an investigation or audit. The granting agency may also stipulate that significant conflicts of interests must be disclosed at each public presentation of research results.

## 5) Policy Administration

The Provost is the University officer responsible for interpreting and overseeing implementation of and compliance with this Policy. The Provost is expected to ensure that this policy is implemented with reasonable consistency across the University.

In a specific conflict situation, it may be appropriate for the Provost to inquire into a number of factors, including the extent of the time commitment, the extent of financial or other interests in external entities over which the faculty member or his/her family have sufficient influence to be able to affect its general policy or specific decision, or the type and extent of use of University resources. It is incumbent upon the faculty member and the Provost to manage or resolve real or apparent conflicts. Any recommended actions for violations of this policy shall be carefully examined with due regard for the academic freedom and rights of the faculty member and the interests of the University.

The following process shall guide implementation of the policy.

### 1. *Certification of Compliance*

All faculty members must certify to their department chairs on an annual basis their compliance with Bradley University's Conflict of Commitment and Conflict of Interest policies. The mechanism for certifying compliance will be to complete the *Certification of Compliance with Bradley University Conflict of Commitment and Conflict of Interest Policies* included herein and made a part hereof and to attach it to the Faculty Activity Report. The certification of compliance shall be routed through Department Chair, Dean, and Provost. The faculty member is required to respond fully and in a timely manner to inquiries that may occur as a result of the administrative review process.

### 2. *Ad Hoc Disclosures*

Bradley University faculty members are also required to complete in a timely manner the *Ad Hoc Conflict of Commitment/Conflict of Interest Disclosure Form* included herein and made a part hereof. "Ad hoc" disclosures are called for whenever a current or prospective relationship creates the reasonable potential for conflicts of interest or commitment. The *Ad Hoc Conflict of Commitment/Conflict of Interest Disclosure Form* is hereinafter referred to as the "Ad Hoc Disclosure Form" or the "Form"

### 3. *Administrative Review Process*

If the chair does not believe that a conflict exists, the chair will fill out and sign the Ad Hoc Disclosure Form. The faculty member will then see the completed Form, fill out his or her portion, and sign it. The chair will then forward it to the dean.

If the chair believes a conflict does exist, the chair will meet with the faculty member to discuss the alleged conflict and its potential resolution. The chair's record of these discussions, with or without agreement being reached as to the existence of the conflict and/or the remedy, will be recorded on the Ad Hoc Disclosure Form. The faculty member will then see the completed

Form and have ten (10) working days to fill out his or her portion, and sign it. The chair will then forward the Form to the dean.

If the dean agrees with the chair's finding that a conflict does not exist or if the dean believes the chair and the faculty member have resolved the conflict satisfactorily, the dean will fill out and sign the Ad Hoc Disclosure Form. The faculty member will then see the completed Form, fill out his or her portion, and sign it. The dean will then forward it to the Provost

If (1) the dean disagrees with the chair's finding, (2) the chair and the faculty member failed to reach agreement, or (3) the dean questions the agreement reached, then the dean must provide opportunity for consultation with the faculty member and with the chair. At meetings with the dean dealing with an alleged conflict and its possible resolution, the faculty member may, at his or own discretion, be accompanied by one other faculty member or by the Ombudsman. The accompanying faculty member is a non-participating observer and cannot also be representing the faculty member as attorney/counsel in this matter. The Ombudsman may serve as the observer or, with the consent of all present, may participate. If the faculty member chooses to have an observer or the Ombudsman at a meeting, the faculty member must inform the dean of same at least 24 hours before the scheduled meeting time.

The dean's record of these discussions, with or without agreement being reached as to the existence of the conflict and/or the remedy, will be recorded on the Ad Hoc Disclosure Form. The faculty member will then see the completed Form and have ten (10) working days to fill out his or her portion, and sign it. The dean then forwards the Form to either the Conflicts Committee or the Provost, as outlined below.

Within that ten (10) day period, the faculty member may appeal the dean's decision to the Conflicts Committee. If an appeal is made to the Conflicts Committee, the completed Ad Hoc Disclosure Form is sent directly to the Conflicts Committee, instead of to the Provost.

If an appeal is not made, the completed Ad Hoc Disclosure Form is forwarded to the Provost.

Upon receipt of the Ad Hoc Disclosure Form, the Provost will make a determination if a conflict exists. If the Provost agrees with the chair's and dean's finding that a conflict does not exist, or if the Provost believes the issue has been satisfactorily resolved, the Provost will sign the Form and forward copies to faculty member, the dean, and the chair.

If the Provost tentatively determines from the written record alone that a potential conflict exists or the proposed remedy is not satisfactory, the Provost will refer the matter directly to the Conflicts Committee.

#### *4. The Conflicts Committee*

##### Membership

The Conflicts Committee is an Ad-Hoc Committee created to conduct an inquiry into a particular case of alleged conflict of interest or commitment.

The Committee consists of one tenured faculty member from each of the five colleges appointed by the Senate Executive Committee and approved by the Senate. Committee members should be unbiased, have appropriate academic or other backgrounds for judging the issues being raised, and have no real or apparent conflicts of interest with the case being investigated. Committee members should not have a close professional or personal affiliation with the faculty member in the given case.

#### Charge

The charge of the committee is to (1) make a finding of fact regarding the existence of a conflict, (2) recommend a remedy in the case where a conflict exists, and (3) forward its finding of fact and recommended remedy to the Provost, who has ultimate responsibility for deciding the matter. The committee will make every effort to reach an agreement with the faculty member regarding the facts and the remedy, if any. The Committee may request additional, relevant information from the faculty member, the chair, the dean, and others (e.g., Bradley faculty, staff, or students). Those called upon to provide additional information must respond fully and in a timely manner to Committee's requests. The Committee must provide opportunity for the faculty member, department chair, and dean (or their designees) to meet with the committee. When appearing before the Committee, the faculty member may be accompanied by an advisor and/or counsel at the faculty member's expense; however, the advisor and/or counsel is advisory only and will not be permitted to speak on the faculty member's behalf.

The Conflicts Committee will report its finding of fact, recommendation, and rationale for same to the Provost and to the faculty member.

After receiving the report of the Conflicts Committee, the Provost may provide opportunity for consultation with the faculty member. Within ten (10) working days of receipt of the Committee report, the Provost will deliver his or her final determination in writing to the faculty member, the Conflicts Committee, the dean, and the chair. If the Provost's decision is contrary to the recommendations of the Conflicts Committee, the Provost will provide the Committee with a written rationale for his or her decision.

#### **6) Remedies When Conflicts Exist**

Remedies may include, modifying the activity plan, appointing an oversight panel or person to monitor activities, appointing an impartial person to monitor the use of students, disclosing significant conflicts at presentation of results, abstaining from promotional decisions for staff, removing purchasing decision authority, divesting financial interests, and severing relationships that constitute actual or potential conflicts. The faculty member may apply for a leave of absence with or without pay as a remedy or may negotiate with the Provost a reduction in commitment to the University. When University resources are involved, appropriate compensation for the University will be determined.

#### **7) Final Appeal**



If the faculty member does not concur with the Provost's determination, the faculty member may, within 30 days of the distribution of that determination, file a written appeal with the President of the University Senate for submission to the appropriate University Senate committee (typically, the Grievance Committee). Either the findings, or remedy, or sanctions, or any combination thereof, may be appealed. An appeal must be restricted to the body of evidence already presented, and the grounds for appeal must be limited to failure to follow appropriate procedures in the review process, or arbitrary and capricious decision-making, or remedies or sanctions not in keeping with the findings. The decision of the President of the University is the final University determination.

No University remedy or sanctions will be imposed before an appeal has run its course; nor will findings be considered final until the appeal process is complete.

**Certification of Compliance with Bradley University  
Conflict of Commitment and Conflict of Interest Policies**

Name \_\_\_\_\_ Title/Rank \_\_\_\_\_

College \_\_\_\_\_ Department/Unit \_\_\_\_\_ Academic Year \_\_\_\_\_

Exempted from this policy are honoraria, stipends, and/or royalties for: published or presented scholarly works and other writing, creative works, lectures, and/or presentations; serving as a reviewer or on a review panel for academic, governmental, or not-for-profit organizations; preparing books, articles, software and creative works relevant to University duties; or earnings/income from investments in which ownership is managed by a third party such as a mutual fund.

1. Yes\_\_\_ No\_\_\_ Have you engaged, or are you likely to engage, in any income producing activities beyond the 40-day limit as specified in the Bradley University Conflict of Commitment and Conflict of Interest Policies?
- 2a. Yes\_\_\_ No\_\_\_ Do you have any relationships, commitments, or activities (compensated or not) that present or reasonably appear to present a conflict of interest or commitment with your employment at Bradley University as specified in the Bradley University Conflict of Commitment and Conflict of Interest Policies?
- 2b. Yes\_\_\_ No\_\_\_ Are you aware of your spouse, domestic partner, children or siblings having any relationships, commitments, or activities (compensated or not) that present or reasonably appear to present a conflict of interest or commitment with your employment at Bradley University as specified in the Bradley University Conflict of Commitment and Conflict of Interest Policies?

*If you answered **no** all of these questions, please **sign and date below**. If you answered **yes** to any of the questions above, **please continue**.*

- 3.a Yes\_\_\_ No\_\_\_ Do you have more than 5% or \$50,000 financial interests, excluding mutual funds, in a company or organization that presents or reasonably appears to present a conflict of interest with your employment at Bradley University?
- 3b. Yes\_\_\_ No\_\_\_ Are you aware of your spouse, domestic partner, children or siblings having more than 5% or \$50,000 financial interests, excluding mutual funds, in a company or organization that presents or reasonably appears to present a conflict of interest with your employment at Bradley University?

4. Yes\_\_\_ No\_\_\_ Do you have Non-University income producing activities related to your position as an employee at Bradley University that involve University resources, students, staff, or other faculty?

If you answered yes to any of the questions above (1-4), complete the back of this form and the Ad Hoc Conflict of Commitment/Conflict of Interest Disclosure form.

In submitting this certification, I affirm that I have read the University's Policy on Conflict of Commitment and Interest and to the best of my knowledge all information on this form is complete and true. If changes occur in activities during the academic year, I will update this certification.

Faculty Member's signature \_\_\_\_\_ Date \_\_\_\_\_

I have approved this certification.

Department Chair's signature \_\_\_\_\_ Date \_\_\_\_\_

Dean's signature \_\_\_\_\_ Date \_\_\_\_\_

Provost's signature \_\_\_\_\_ Date \_\_\_\_\_

\*a copy with signatures to be returned to the employee\*

**Bradley University  
External Activity Report**

Name of Organization or Business	Your Role in the Organization or Business	Your Financial Interests or Ownership in the Organization or Business	Approximate Amount of Time You Spent in this Role the Past Academic Year	Approximate Amount of Time You Estimate You Will Spend in this Role for the Next Academic Year


**Ad Hoc Conflict of Commitment/Conflict of Interest Disclosure**

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**FACULTY MEMBER'S REPORT**

Description of potential Conflict of Commitment or Conflict of Interest (attach additional materials if necessary, reference those materials in this space):

Submitted to Department chair by \_\_\_\_\_, Date: \_\_\_\_\_

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**DEPARTMENT CHAIR'S REPORT**

Date received by Department Chair \_\_\_\_\_

Upon review of the materials provided and referenced above:

Does a significant Conflict of Interest exists that would require a change in the faculty member's plans or behavior?  No  Yes

Does a significant Conflict of Commitment exists that would require a change in the faculty member's plans or behavior?  No  Yes

If the answer to both questions above is "no", the faculty member may proceed with the activity.

If either question was answered "yes," please explain (attach additional materials if necessary, reference those materials in this space):

Was a satisfactory agreement for resolving the conflict(s) reached by you and the faculty member?  
 Yes  No If yes, describe the resolution. If no, explain. Attach additional materials if necessary; reference those materials in this space. If "yes", the faculty member may proceed with the activity.

Signature of Department Chair \_\_\_\_\_, Date: \_\_\_\_\_

\*\*\*\*\*

**RESPONSE BY FACULTY MEMBER**

Date Department Chair's Report was received by faculty member \_\_\_\_\_

I concur with the Department Chair's analysis and/or proposed resolution.  Yes  No

If no, explain (attach additional materials if necessary, reference those materials in this space):

Signature of Faculty Member \_\_\_\_\_, Date: \_\_\_\_\_

---

**DEAN'S REPORT**

Date received by Dean \_\_\_\_\_

Upon review of the materials provided and referenced above:

Does a significant Conflict of Interest exists that would require a change in the faculty member's plans or behavior?  No  Yes

Does a significant Conflict of Commitment exists that would require a change in the faculty member's plans or behavior?  No  Yes

If either question was answered "yes," please explain (attach additional materials if necessary, reference those materials in this space):

Was a satisfactory resolution reached by either the Department Chair and the faculty member or by you and the faculty member? \_\_\_ Yes \_\_\_ No  
If yes, describe the resolution. If no, explain. Attach additional materials if necessary, reference those materials in this space:

Signature of Dean \_\_\_\_\_, Date: \_\_\_\_\_

\*\*\*\*\*

**RESPONSE BY FACULTY MEMBER**

Date Dean's Report was received by faculty member \_\_\_\_\_

I concur with the Dean's analysis and/or proposed resolution. \_\_\_ Yes \_\_\_ No  
If no, explain (attach additional materials if necessary, reference those materials in this space):

If no, do you wish to appeal the Dean's decision to the Conflicts Committee? \_\_\_ Yes \_\_\_ No (checking no has the effect of letting the Dean's findings stand without challenge).  
If yes is checked, route to Conflicts Committee  
If no is checked, route to Provost

Signature of Faculty Member \_\_\_\_\_, Date: \_\_\_\_\_

**REPORT OF CONFLICTS COMMITTEE**

Date received by Conflicts Committee Chair (or representative) \_\_\_\_\_

Upon review of the materials provided and referenced above, attach a summary and set of recommendations for the Provost.

Date forwarded to the Provost with recommendations \_\_\_\_\_

Signature of Committee Representative \_\_\_\_\_

**PROVOST'S REVIEW**

I concur with the report of the  
Department Chair \_\_\_ Yes \_\_\_ No  
Dean \_\_\_ Yes \_\_\_ No  
Conflicts Committee (if included) \_\_\_ Yes \_\_\_ No

Is any further action necessary? \_\_\_ No \_\_\_ Yes  
If yes, explain:

Signature of Provost \_\_\_\_\_, Date: \_\_\_\_\_

**10. Policy on Faculty Sexual Harassment**

It is the policy of Bradley University to provide a workplace for every employee and a campus for all students which are free from sexual harassment. Sexual harassment in the work environment and sexual harassment in higher education are civil rights violations under Illinois law.

**a. Definitions**

The Illinois Human Rights Act contains definitions of sexual harassment. Different definitions are provided for the work environment and the educational environment.

In the work environment, "sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

In the educational environment, the Human Rights Act defines "sexual harassment in higher education" as any unwelcome sexual advances or requests for sexual favors made by a higher education representative to a student, or any conduct of a sexual nature exhibited by a higher education representative toward a student when such conduct, advances, or requests have the purpose of substantially interfering with the student's educational performance or creating an intimidating, hostile or offensive educational environment; or when the higher education representative either explicitly or implicitly makes the student's submission to such conduct a term or condition of, or uses the student's submission to or rejection of such conduct as a basis for determining:

- 1) Whether the student will be admitted to an institution of higher education;
- 2) The educational performance required or expected of the student;
- 3) The attendance or assignment requirements applicable to the student;
- 4) To what courses, fields of study or programs, including honors and graduate programs, the student will be admitted;
- 5) What placement or course proficiency requirements are applicable to the student;
- 6) The quality of instruction the student will receive;
- 7) What tuition or fee requirements are applicable to the student;
- 8) What scholarship opportunities are available to the student;
- 9) What extracurricular teams the student will be a member of or in what extracurricular competitions the student will participate;
- 10) Any grade the student will receive in any examination or in any course or program of instruction in which the student is enrolled;

11) The progress of the student toward successful completion of or graduation from any course or program of instruction in which the student is enrolled; or

12) What degree, if any, the student will receive.

As used in the definition of sexual harassment in higher education, "higher education representative" means and includes the president, chancellor or other holder of any executive office on the administrative staff of an institution of higher education, and any member of the faculty of an institution of higher education, including but not limited to a dean or associate or assistant dean, a professor or associate or assistant professor, and a full or part time instructor or visiting professor, including a graduate assistant or other student who is employed on a temporary basis of less than full time as a teacher or instructor of any course or program of academic, business or vocational instruction offered by or through an institution of higher education.

**b. Description of Sexual Harassment**

Sexual harassment prohibited by this policy includes verbal, non-verbal, or physical conduct. The terms "intimidating," "hostile," or "offensive" as used include conduct which has the effect of humiliation, embarrassment or discomfort. Examples of verbal conduct which may have such an effect include: explicit sexual propositions, sexual innuendo, suggestive comments, foul or obscene language, insults of a sexual nature, and humor or jokes about sex or gender-specific traits. Examples of non-verbal conduct which may have such an effect include: suggestive or insulting sounds, obscene gestures, display of foul or obscene printed or visual material. Examples of physical conduct which may have such an effect include: sexual touching, patting or pinching of a sexual nature, intentional brushing of the body, coerced sexual intercourse, and sexual assault.

Sexual harassment may involve the behavior of a person of either sex against a person of the opposite or same sex, when that behavior falls within the above definitions. In listing these examples we do not intend to infringe on academic freedom nor discourage discussion of controversial issues. We endorse the AAUP's 1940 statement and 1970 interpretative comments on academic freedom (AAUP Policy Documents and Reports, 1990): "Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject (p. 3) . . . The intent of this statement (i.e., the one just quoted) is not to discourage what is 'controversial.' Controversy is at the heart of the academic inquiry. . . ." "The passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to their subject (p. 6)."

**c. Retaliation Protection**

It is also a civil rights violation under Illinois law for a person, or two or more persons, to conspire, to retaliate against a person because he or she has opposed conduct which he or she reasonably and in good faith believes to be unlawful sexual harassment in employment or sexual harassment in higher education, or because he or she has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.



**d. Bradley's Internal Procedures For Sexual Harassment Complaints**

Prevention of harassment must begin at an early stage in the occurrences. It should begin with the affected employee or student indicating clearly that the conduct is unwelcome and request it cease.

Failing in the first step, the next step is for the employee or student to make a complaint to the offending person's supervisor or Bradley's EEO/AA officer. The supervisor or EEO/AA officer shall act promptly to investigate and take appropriate action to prevent further occurrences and advise the complainant of the appropriate mechanism for complaint resolution.

Sexual harassment complaints may be informally resolved. If the informal process is unsuccessful, formal resolution is achieved by means of one of the following: (1) the student non-academic grievance policy, (2) the faculty grievance policy, or (3) the established mechanism for handling a complaint of discriminatory action through the EEO/AA officer.

Penalties for substantiated sexual harassment of any kind include the full range of discipline available under Bradley's policies from a reprimand to immediate discharge. The penalty in a given case will depend on all relevant facts and circumstances.

**e. Procedures Available Through the Illinois Department of Human Rights and the Illinois Human Rights Commission**

In addition to Bradley's internal procedures set forth above, the Illinois Human Rights Act provides formal procedures for the filing, investigation, and adjudication of sexual harassment complaints. In the event Bradley's internal procedures prove unsatisfactory, any employee or student with a complaint of sexual harassment may initiate charges under the Illinois Human Rights Act by contacting the Illinois Department of Human Rights or the Illinois Rights Commission at the offices of such agencies, located in Chicago and Springfield. The Springfield addresses are:

Illinois Department of Human Rights  
222 S. College, Room 101A  
Springfield, IL 62704  
Telephone: (217) 785-5100

Illinois Human Rights Commission  
Room 404A, Stratton Building  
Springfield, Illinois 62706  
Telephone: (217) 785-4350

Under the Act, a charge must be filed with the Department within 180 days of the alleged unlawful conduct, which, after Department investigation, may result in adjudication before the Commission. Further details on this process may be obtained from the Department or Commission.

# III. PROCEDURES

[Process 1](#)) is used to make changes in all sections of Chapter III.

## A. Procedures Governing the Selection and Recall of Department Chairpersons

### 1. General Guidelines

- a. The election of Department chairpersons is the responsibility of the faculty of the Department.
- b. The role of the Dean in the process is that of facilitator. In most cases, the voice of the faculty shall be heard before that of the Dean. However, the appointment of the person selected by the Department's faculty members requires the approval of the Dean. (See Section 7 below).
- c. The privacy of all electors shall be respected at all times.

### 2. Term of Office

The term of office of a Department chairperson is three years. A new term of office begins with the fall semester following the election. Exceptions are discussed in [Sections 10 through 13](#).

### 3. Electors and Extending the Franchise

All full-time tenured and tenure track faculty members of the Department except full-time administrators are electors. Faculty members on sabbatical or on leave and faculty members with at most half-time reassignments for administrative duties are electors. Prior to the nomination process, if at least two-thirds of the original electors so vote, then other full-time faculty members of the Department become electors, except full-time administrators with confirmatory or veto power in the election process.

### 4. Overview of the Nomination and Election Process

All full-time tenured or tenure track faculty members of the Department, including those under contract to join the Department the following year, may be nominated. If there are no nominees, or if no candidate receives a majority of the votes cast (Section 6f), or if the person elected by the faculty is not ratified by the Dean (See Section 7 below), then one of the following procedures will occur:

- a. Contingent on approval by the Dean and Provost, and if the Department by majority vote concurs, the Department will search for a chair among individuals outside Bradley. (See [Section 14](#)).
- b. If an external search is not an option at this point, then a special election shall be held. (See Section 8). The special election in this case may include nominations of Bradley tenured or tenure-track faculty members outside the Department.
- c. If the special election also fails to produce a chair, then the options described in Alternate Process (See Section 9 below, Intervention by the Provost) will occur. In this case the electors, or the committee formed under the alternative process, may consider for chair Bradley faculty members outside the

Department; or the committee may recommend initiating a search for a chair outside the University.

d. Should the special election procedures described in Sections 4a-c fail to produce a Chair, the Provost and Vice President for Academic Affairs shall appoint a selection committee composed of from one to three members of the Department involved and two other full-time teaching faculty. This committee shall select an acting Chair, whose length of service shall not exceed one academic year.

## **5. The Nomination Process**

a. Prior to the initiation of the nominating process, the Dean shall appoint a Recording Secretary who shall be approved by a simple majority vote of the Department's electors.

b. No sooner than October 15<sup>th</sup>, nor later than the first day of the spring semester, the Recording Secretary shall distribute nomination forms to all electors. Nomination forms shall be sent in advance by mail to electors on sabbatical or leave, in order to be received by the first class day of the spring semester.

c. Eligible voters shall be given two weeks to return their completed nomination forms to the Recording Secretary. The due date shall appear conspicuously on the nomination forms.

d. Should the Recording Secretary be nominated for Department chairperson and consent to run, a new Recording Secretary shall be appointed by the Dean and approved by a simple majority vote of the Department's electors.

e. In the week following the due date, and after checking with the nominees, the Recording Secretary shall provide the Dean with a complete list of all consenting nominees.

## **6. The Election Process**

a. The Recording Secretary shall distribute ballots to all electors. No marks identifying the electors may be present on the ballots or on any vehicle containing the ballots. Ballots shall be sent by mail to electors on sabbatical or leave.

b. Electors shall be given two weeks to return their ballots. The due date shall appear conspicuously on the ballot.

c. Electors should deliver their ballots to the Recording Secretary by the due date.

d. No late ballots shall be accepted or counted under any circumstances.

e. The Recording Secretary, in the presence of the Dean, shall open and count the ballots the day after the due date. In the event that ballots from all electors are received prior to the due date, they may be counted prior to the due date. The Dean will announce the winner of the election to the faculty members immediately after the ballots are counted. The numerical vote will not be disclosed unless a majority of the electors of the department request it from the Dean.

f. To be elected, a candidate must receive a majority of the votes cast. If, after the first ballot, no candidate receives a majority of the votes cast, a run-off shall be held between the two nominees who received the most votes. If neither candidate receives a majority of the votes cast in the run-off, the Alternate Process (See Section 9) shall be followed.

#### **7. Ratification by the Dean**

The winner of the election is subject to ratification by the Dean of the College. If the Dean of the College does not ratify the winner, for reasons pertaining to the winner's inability to competently perform the roles of the chairperson, the Dean must inform the Department of that decision and explain the rationale for that decision in a meeting of the Department's faculty members. The Dean must then call for a special election, to be held as soon as possible.

#### **8. Special Elections**

a. Special elections for Department chairpersons are of five types:

- 1) Those held because the Dean chooses not to ratify the nominee who receives the majority of the votes cast by the Department's eligible voters;
- 2) Those held because of a vacancy occurring prior to the completion of a term, due to a resignation;
- 3) Those held because of a sabbatical or a temporary leave longer than one semester;
- 4) Those held because a chairperson is recalled;
- 5) Those held because of an emergency that is anticipated to prevent the chairperson from serving for longer than one semester.

b. Procedures which are to be followed in each of these five situations are outlined below.

##### **1) No Ratification**

All those eligible to vote in the first election remain eligible to vote in the special election, which shall be held as described in Section 5 and Section 6 above, except that it shall be held immediately. If the special election fails to produce a winner who is ratified by the Dean, the Provost and Vice President for Academic Affairs shall intervene. The intervention may take the form of: discussion, the alternate process, or a special election.

##### **2) Vacancy Due to a Resignation**

A special election shall be held as described in Section 4, Section 5, and Section 6 above, except that it shall be held immediately. However, if an election cannot be completed prior to spring commencement, then the Dean, in consultation with the faculty members of the Department, may appoint an acting chairperson to serve until a new chairperson can be duly elected. The acting chairperson should be a full-time tenured or tenure track faculty member in the Department. Additional information pertaining to this situation is provided in Section 10 below.

3) Sabbatical or Temporary Leave (longer than 1 semester)

A special election shall be held as described in Section 4, Section 5, and Section 6 above, except that it shall be conducted in the semester before the chairperson's sabbatical or leave begins. Additional information pertaining to this situation is provided in Section 11 below.

4) Recall Vote

All those eligible to participate in the recall vote are eligible to participate in the special election, which shall be held as described in Section 4, Section 5, and Section 6 above, except that it shall be held immediately. Additional information pertaining to this situation is provided in Section 12 below.

5) Emergency (longer than 1 semester)

A special election shall be held as described in Section 4, Section 5, and Section 6 above, except that it shall be held immediately. Additional information pertaining to this situation is provided in Section 13 below.

**9. Alternate Process**

a. The Provost and Vice President for Academic Affairs shall appoint a selection committee, composed of from one to three members of the Department involved and other full-time teaching faculty who, in the judgment of the Provost and Vice President for Academic Affairs, are best qualified to evaluate candidates. The total membership of the committee shall not exceed five.

b. The selection committee shall consider as possible candidates all full-time tenured and tenure track faculty members of the Department, including those under contract to join the Department the following year. The committee shall select a candidate and shall recommend its choice to the Dean of the College.

c. The candidate chosen by the committee is subject to ratification by the Dean of the College, as described in Section 7 above.

**10. Resignation**

The Department chairperson may resign at any time without prejudice. Upon receiving official notification of the intended resignation, the Dean must call for a special election, as described in Section 8b.2) above. When a chairperson resigns during the academic year, the new chairperson's term of office is the remainder of that academic year, plus two full academic years.

**11. Sabbatical, Temporary Leave, and Acting Chairperson**

a. If the elected chairperson takes a sabbatical or a temporary leave of more than one semester, and intends to return during the term of office, the eligible voters in the Department shall choose an acting chairperson by special election, as specified in Section 8b.3) above. The acting chairperson shall serve for no more than one year.

b. The acting chairperson shall have all of the prerogatives and responsibilities of the office.

- c. For absences of one semester or less, the regular chairperson may, in consultation with the faculty of the Department and the Dean, appoint a Department faculty member to serve as acting chairperson. The acting chairperson should be a full-time tenured or tenure track faculty member in the Department.
- d. For absences of more than one semester but not more than one calendar year, a special election will be held, but the chairperson need not resign.
- e. For absences of more than one year, the chairperson must resign the office and a special election must be held. (See Section 8b.2) above).

## **12. Recall**

### **a. Recall Evaluation**

The position of Department chairperson may be reviewed annually with a view to recall, on initiation by the Dean, or by the votes of at least one-third of the eligible full-time faculty of the Department who cast votes. However, in Departments with four or fewer members, the votes of two electors are required to initiate a recall evaluation. Eligibility for this vote shall be determined in accordance with [Section 3](#).

### **b. Recall Vote**

If a request for a recall is made, the incumbent Department chairperson shall be removed, provided that: (1) at least two-thirds of those voting, vote in favor of recall, and (2) the Dean concurs. If there is disagreement between the Dean and the vote of the Department, the matter shall be referred to the Provost and Vice President for Academic Affairs for arbitration. Eligibility for this vote shall be determined in accordance with [Section 3](#) above.

### **c. Special Election**

If the chairperson is removed from office as a result of the recall process, the Dean immediately shall call for a special election as described in Section 8b.4) above. The new chairperson's term of office is the remainder of that academic year, plus two full academic years.

## **13. Emergency Procedures**

A Department chairperson may be elected to complete an unfinished term of office or to fill an interrupted term, in the event that an emergency prevents completion of the term, and it is anticipated that the chairperson will be unable to serve for a period longer than one semester. The new chairperson's term of office is the remainder of the academic year in which the emergency occurred, plus two full academic years. Selection shall be by special election as described in Section 8b.5) above. In an emergency where it is anticipated that the chairperson will be unable to serve for a period shorter than one semester, a temporary chairperson may be named by the Dean to serve until the elected chairperson is able to resume the duties of the office.

## **14. External Search Procedures**

- a. An external search shall be conducted with the understanding that the person hired will assume the position of Department chairperson.

b. The search shall follow the University's external search procedures and not the election procedures described in this document.

c. The committee for the external search shall be comprised of all eligible voters in the Department's faculty. Eligible voters shall be defined in accordance with [Section 3](#) above of this document. Up to two committee members from outside the Department may be appointed by the Provost.

d. Once the person hired assumes the position of Department chairperson, the procedures outlined in this document apply to his/her term as Department chairperson.

## B. Policy and Procedures for the Selection of Academic Administrative Officers

The academic administrative officers referred to in this policy are the President of the University, the Provost, and Vice President for Academic Affairs, the Deans of Colleges, and the Director of the Library.

The faculty role in the selection of academic administrative officers shall consist in search and recommendations; the administrative role shall consist in appointment from those applicants so recommended.

In this policy statement, "faculty" shall refer to all tenured or probationary full-time faculty whose primary function is teaching, including chairpersons of departments, and librarians with faculty rank, but excluding Associate Provosts, Associate Deans and Assistant Deans.

### 1. General Principles

- a. The appointment of an academic administrative officer shall be made from those persons recommended by the search committee. Should the President or Provost and Vice President for Academic Affairs choose to appoint none of those recommended by the search committee, the President or Provost and Vice President for Academic Affairs may appoint a temporary or acting officer to fill a vacancy, and shall order another search by the same or a newly constituted search committee. No permanent appointment shall be made which did not originate from a recommendation by a duly constituted search committee.
- b. No member of the committee may be an officer to whom the committee will recommend.
- c. The President or Provost and Vice President for Academic Affairs may appoint voting members to a search committee from among full-time employees of the University, within the limits stated elsewhere in this policy statement.
- d. Consulting members without vote may be invited to participate by mutual agreement of the President or Provost and Vice President for Academic Affairs and the search committee.
- e. The voting members of a search committee shall elect the chairperson from the voting membership of the committee.

### 2. Specific Policies

#### a. Selection of the President of the University

The search shall be initiated by the Chairman of the Board of Trustees of the University. Faculty shall constitute no less than one-fourth of the voting membership of the search committee. Faculty members of the search committee shall be nominated by the Executive Committee of the University Senate and elected by the elected members of the University Senate. The remainder of the search committee will be selected by the Executive Committee of the Board of Trustees.

#### b. Selection of the Provost and Vice President for Academic Affairs

The search shall be initiated by the President of the University. The faculty component of the search committee shall number at least one more than half the



voting membership of the search committee, and shall be selected according to a procedure devised by the Executive Committee of the University Senate and approved by the University Senate. In addition to faculty members of the search committee, two Deans of Colleges, chosen by the Deans of Colleges, shall be voting members. The President of the University Student Senate shall be a voting member.

**c. Selection of a Dean of a College**

The search for a Dean of a College shall be initiated by the Provost and Vice President for Academic Affairs. The faculty component of the search committee shall number at least two-thirds of the voting membership of the search committee, and shall be selected according to a procedure approved by the faculty of the College concerned and the Provost and Vice President for Academic Affairs. A member of the University Student Senate majoring in the college concerned shall be appointed by the University Student Senate as voting member.

**d. Selection of the Executive Director of the Library**

The search for an Executive Director of the Library shall be initiated by the Provost and Vice President for Academic Affairs. The Library faculty component of the search committee shall be constituted according to a procedure approved by the faculty of the library and the Provost and Vice President for Academic Affairs. In addition to the Library faculty committee members, each College shall appoint a voting faculty member to the committee. A member of the University Student Senate shall be appointed by the University Student Senate as a voting member. Appointed members other than those mentioned herein shall total less than the Library faculty voting members.

## C. Strategic Planning Committee Operating Procedures

The operating procedures for the [The Strategic Planning Committee](#) shall include:

1. Reviewing and evaluating each unit of the University periodically; specific units may be reviewed more frequently at the request of the President of the University;
2. Establishing written standards and criteria for review and evaluation, and communicating that information to the University Senate prior to implementation;
3. Receiving from all units, when requested by the Committee, reports which shall serve as a basis for the cyclic evaluations;
4. Presenting reports at University Senate meetings periodically, but not less than once each semester, regarding its deliberations, excluding information of highly sensitive nature;
5. Providing annual written reports to the University Senate of its findings and recommendation;
6. Inviting the chief administrative official(s) (e.g., dean and directors or chairpersons) or their designee(s) to be present and to act as resource persons during evidentiary deliberations regarding that unit;
7. Inviting other personnel to serve as resources at the direction of the Committee; and
8. Providing timely written notice and discourse before any recommendation (e.g., citation, discontinuance, commendation, merger, potential new program development) is forwarded to the University Senate about a unit; that recommendation shall be accompanied by written reactions from the unit being evaluated.

## D. Procedures for Evaluation of Deans

### 1. Description and Objectives

- a. The word "Dean" as used in this document means Dean of an Undergraduate College. Procedures described here do not apply to the President, Provost, the Dean of the Graduate School, or other administrators.
- b. The evaluation of a Dean provides the Dean with information that the Dean can use to become a better Dean. The evaluation keeps the channels of communication open between the Dean, the Provost, and the faculty of the College.
- c. The ultimate responsibility for evaluation of Deans rests with the Provost and the President. Such evaluation is continuous and ongoing.
- d. Two types of evaluations of Deans are conducted, one every year by the Provost and the other every third year by a faculty committee. The evaluation by the faculty committee is designed to provide additional information to the Provost and the Dean.

### 2. The Survey Questionnaire

- a. The evaluation process includes a questionnaire submitted to all full-time faculty of the College with one year of service or more and a rank of instructor or higher. The questionnaire is designed to collect information about how the Dean is perceived by the faculty of the College.
- b. There is room on the questionnaire for written comments.
- c. The respondents' anonymity is protected at all times.
- d. The questionnaire is distributed the first week in October and is due back by the middle of October.
- e. The same questionnaire is used in the annual evaluations and in the third year evaluation.
- f. The questionnaire and revisions to it must be approved by the University Senate.

### 3. Procedures for the Annual Evaluation Conducted by the Provost

- a. The cover letter that accompanies the questionnaire shall state that the completed questionnaires are to be submitted directly to the Provost, who will read them, tabulate them, and then forward them and the tabulations to the Dean.
- b. The Provost may invite the faculty of the College to submit comments on the Dean in the form of signed letters or signed memos. This invitation may accompany the survey questionnaire but it should state clearly that the signed comments are to be submitted under separate cover.
- c. Each signed submission to the Provost is strictly confidential. The Provost may call the people who made signed submissions to discuss their comments or ask permission to share their comments with the Dean.

d. In evaluating the Dean, the Provost may use information from additional sources such as other Deans, outside advisory groups, and student groups.

**4. Procedures for the Third Year Evaluation Conducted by the Faculty Committee**

a. The Dean shall be evaluated by a faculty committee in the Dean's third year in office, and again in each subsequent third anniversary year.

b. All deliberations of the faculty committee are confidential. The charge of the committee is to collect and analyze information about how the Dean is perceived by the faculty of the College and to convey this information to the Provost and ultimately to the Dean.

c. The Faculty committee has five members. Four are elected at large by the full-time faculty of the College with one year of service or more and a rank of instructor or higher. The Provost appoints the fifth member of the committee. The appointed member must be a full-time faculty member but need not be from the College. Formation of the faculty committee should be completed by the end of September. The faculty committee elects its chairperson from among its members.

d. The cover letter that accompanies the questionnaire shall state that the completed questionnaires are to be submitted directly to the committee and that the committee will read the responses, tabulate them, and forward them and the tabulations to the Provost as part of its final report. The cover letter shall also state that the Provost will forward the report, including the completed questionnaires and the tabulations, to the Dean.

e. A notice announcing the existence of the committee, its purpose, and its membership shall be posted in a conspicuous place in the College. The notice shall invite faculty members to submit signed comments to the committee or to meet with the committee.

f. Each signed submission to the committee is strictly confidential. The chair of the committee may call the people who made signed submissions to discuss their comments or ask permission to share their comments with the Provost. If such permission is granted, the Provost may call at a later date to discuss their comments or ask permission to share their comments with the Dean.

g. The chairperson of the faculty committee shall present to the Provost a written confidential report summarizing the committee's findings. The report shall substantiate its conclusions in a way that is consistent with Part f above.

h. The Provost may request more detailed substantiation of specific conclusions. The committee shall comply to the extent consistent with Part f above.

i. After reviewing the committee report and discussing it with the committee, the Provost shall forward the report, including the completed questionnaires and the tabulations, to the Dean.

j. The Provost shall discuss the committee's report with the Dean.

k. In evaluating the Dean, the Provost shall use the committee's report and may use information from additional sources such as other Deans, outside advisory groups, and student groups.

**5. Correspondence and Forms for Evaluation of Deans**

Sample correspondence, Dean Evaluation Form for Faculty, and Dean Evaluation Form for Executive Committee Members are found in [the appendix](#).

## E. Procedures for the Evaluation of Chairpersons

### Introductory Remarks

The purpose of the evaluation process and the questionnaire is to initiate the regular view of the chair's performance by a department's faculty. A constructive evaluation of the department chair allows the faculty members to comment on the governance of the department and it also documents the achievements and progress of the chair, or lack of thereof. The performance of each department chair shall be evaluated by the dean of the appropriate college. The intervals between the evaluations shall be at the dean's discretion, but these evaluations shall be scheduled at least every two years. In making the evaluation, the dean shall solicit information, via the approved questionnaire, from all full-time faculty members in the respective department. If the members of a department are dissatisfied with the operations of the department, they may initiate an interim evaluation of the department chair provided at least one-half of the faculty sign the request. The dean shall hold a conference with the department chair during which the results of the evaluation and how the results will be used shall be discussed. The dean shall forward the completed questionnaires to the chair.

For an example of the Faculty Evaluation of Department Chairpersons form, see [the appendix](#).

## F. Procedures for Responding to Emergency Events

When an event occurs that threatens the safety of the University community or its normal operations, the following guidelines shall be followed:

1. The President of the University shall have primary responsibility for responding to the emergency. Should the President be unable to act, responsibility shall devolve in the following order: Provost and Vice President for Academic Affairs, Vice President for Business Affairs, Vice President for Advancement, and thereafter the Associate Provosts;
2. Insofar as possible and without impeding expeditious response, the President shall, as he or she deems it useful and appropriate, consult with the Provost and Vice President for Academic Affairs, the other Vice Presidents, the Chairpersons of the Board of Trustees and the University Senate, and others whose counsel would be helpful in responding to the emergency;
3. Insofar as possible, the course of action determined by the President shall be made known to all affected with all possible haste. All available media shall be utilized as needed, including: public broadcasting; Bradley University broadcasting; residence hall and other campus building announcements and postings; telephone chain calling; and the central switchboard. Notification should be given as to the source(s) of official information;
4. Because particularly in emergency situations rumors and misinformation can be harmful, special care shall be exercised in identifying information from the President as being official. Special care should be taken to provide needed and useful information in a form that is complete, simple, and unambiguous;
5. Every possible action shall be taken to protect the physical well-being of the University community and to minimize the disruption of the educational process. The administration and faculty shall take into account the disruptive consequences on student studying, examinations, and students' ability to fulfill their academic requirements. Every reasonable effort should be made to facilitate make-up work and examinations, to be fair without sacrificing academic integrity. Similarly, insofar as it is possible and reasonable, the administration shall not penalize faculty, staff, and other employees financially for work time lost beyond their control;
6. As soon as practicable, the President shall report to the Chairpersons of the Board of Trustees and the University Senate and their respective bodies on the actions taken, the consequences and all relevant aspects of the events. If deemed appropriate by the President, a similar report shall be made to the Student Senate.

## G. Procedure for Nominations for Honorary Degrees

1. Bradley University shall confer honorary degrees in recognition of outstanding achievement in the various fields of human endeavor and in celebration of personal excellence. Such degrees may be awarded posthumously.
2. Honorary degrees may be conferred at the winter and spring commencements and upon other appropriate occasions.
3. The honorary degree awarded to any individual shall be based on criteria generally recognized in higher education and appropriate for the achievement and excellence being honored.
4. In general, no more than three honorary degrees shall be conferred at any one occasion.
5. Any member of the student body, faculty, administration, alumni and the Board of Trustees of the University is eligible to submit to the Committee on Honorary Degrees the names of one or more candidates for an honorary degree. Persons submitting nominations should provide written evidence in support of the nominee. Forms for this purpose are available from the Office of the Provost.
6. The Committee on Honorary Degrees shall review the qualifications of all nominees and shall submit its recommendations to the President of the University and to the Board of Trustees for approval.
7. The names of nominees for honorary degrees to be awarded at commencement or other regularly scheduled convocations shall be submitted to the Committee on Honorary Degrees no later than two months prior to the convocation at which it is proposed the degree shall be awarded.
8. At the beginning of each regular semester, the Committee on Honorary Degrees shall invite nominations from members of the University.
9. Nominations for honorary degrees to be awarded at special convocations may be made at any time.



# IV. GUIDELINES FOR FACULTY ACTIVITIES

[Process 1\)](#) is used to make changes in Chapter IV.

## A. Guidelines for Instructional Practice

### 1. Introduction

Regulations pertaining to academic matters for undergraduate students are published annually in the [Schedule of Classes](#), a copy of which is furnished to each student and faculty member before the start of the Fall semester, and in the [Undergraduate Catalog](#). In addition, the [Schedule of Classes](#) contains the annual calendar and the class schedule. Regulations concerning graduate students are published in the [Graduate Catalog](#) and the [Undergraduate Catalog](#). Faculty members are urged to familiarize themselves with all academic rules and regulations.

The several regulations which are cited in this section are in addition to, or are expansions of, regulations found in the publications noted above.

### 2. Class Rosters

The initial class rosters will be sent in the form of computer printouts which will be delivered as quickly as possible after registration. The roll of each class should be checked carefully. Any student who attempts to attend a class without either being listed on the Class Roster or presenting an Official Addition to Class Card should be prohibited from attending until that student can present an addition card to the faculty member.

Official rosters will be issued at the end of the 3<sup>rd</sup> and 10<sup>th</sup> weeks, and a grade report roster will be issued during the week prior to final examinations. Each official roster should be checked against the class roll. If a student's name is on a class roster and that student has not attended class by the end of the third week, the student's name should be reported to the Registrar's Office. Students whose names appear on the grade roster are the only ones for whom grades will be accepted, and a grade must be reported for each student whose name is on the final grade roster.

### 3. Selection of Textbooks

All members of the teaching faculty have the sole right of textbook selection for the courses they alone teach. Text selection for multiple section courses is a matter for determination by the faculty members responsible for teaching such courses.

Textbooks may be changed at any time, so long as proper notification is given to the Bookstore Manager so that returns can be made to publishers within the allotted time specified by them.

#### a. Textbook Orders

All orders for textbooks and instructions to discontinue textbooks must be placed through the department chairperson.

#### b. Desk Copies

Requests for complimentary copies should be sent directly to the publisher. Request forms are available through most department secretaries and at the Bookstore.

#### **4. Guidelines for Instructional Practices**

- a. At the beginning of each course provide students with a written statement containing course objectives, a topical outline or brief description of the course content, and reasonable notice of major assignments, examinations and papers. If revisions in the written statement occur during the semester, students will be so advised. Check the Academic Calendar before assigning due dates.
- b. Assist students in every reasonable manner to have access to all assigned materials in the course.
- c. Note significant conflict of views by scholars about course content.
- d. Make timely evaluations of the performances of students and apprise students of their level of attainment.
- e. Be fair and impartial in evaluation of all student performance.
- f. Allow students to review their own papers and examinations after they have been evaluated.
- g. Be available for student conferences during announced, regular office hours.
- h. Treat students with courtesy and respect at all times.
- i. Refrain from requiring that your personal views be endorsed by students.
- j. In the event of a student grievance, the instructor should attempt to resolve the issue with the student, and should inform the student about the [Academic Ombudsman](#) and of the [Student Grievance Committee Operating Procedures](#).

#### **5. Grading Standards and Practices**

Grades in individual courses, as defined in the [Undergraduate Catalog](#), should reflect achievement in the subject matter in accordance with the standards of the course.

Instructors shall inform students of standards for the course, the basis for judgment in grading, and the weight of each criterion in the assessment of the final grade. The standards of grading shall remain constant throughout the semester. Each student has the right to know where he or she stands in each course at periodic intervals throughout the semester. Any work submitted for evaluation should be assessed and returned promptly.

#### **6. Mid-Term Grades**

([Revised November 19, 1998](#))

([Revised September 20, 2001](#))

Mid-term grades for all undergraduate students are reported to the Registrar shortly after the midpoint of the fall and spring semesters. The Registrar shall establish the exact date mid-term grades are due and provide grade rosters to faculty members about one week prior to this date. Teaching schedules should be planned so that reports of these grades can be made. These grades are supplied to the student, the student's academic advisor, and the Dean of the College in which the student is registered.

#### **7. Final Examinations**

The dates for final examinations are listed in the [Schedule of Classes](#). Regular examination periods are two hours in length. A schedule of exact times for examinations is published in the [Schedule of Classes](#). Examinations are held in classrooms in which the classes regularly meet at the time indicated unless other arrangements are made through the Registrar's Office. Final examinations for individual members of a class are not permitted before the scheduled class examination.

Final examinations shall be given according to the schedule arranged. All final examinations will be given in accordance with the schedule. If in any class a final examination is not given, the class shall meet for regular class work at the examination time.

A call will be issued through the office of deans for requests from the faculty members to hold combined final examinations. Special periods are set aside during the regular examination period for combined examinations.

More than two final examinations in any one day of the final examination period shall entitle the student to petition the Dean to have the final examinations in excess of two in one day shifted to some other day of the final examination period which is mutually convenient for both the student and the faculty member involved.

#### **8. Final Grades.**

Final grades for all students are due in the Registrar's Office at 10:00 a.m. the Saturday following the last examination scheduled for first and second semesters. Due to the pressure of processing grades at the end of the semester, no exceptions can be made to this deadline time. Final grade rosters will be delivered to the faculty during the week previous to examinations. Deadlines for interim and summer session grades will be communicated separately to the faculty. At the end of each semester or session, a grade must be filed with the Registrar's Office for each student who is officially registered for the class at the time (whether or not the student has been in regular attendance).

A report of final grades will be issued to the student by the Registrar's Office within a very short time following the end of examinations. The issuing of grades to students by instructors by means of posting, postcards, etc., is at the discretion of individual instructors, provided extreme care is exercised to insure accuracy and confidentiality. This practice is seldom necessary, however, because of the speed with which the official grades are mailed to the students from the Registrar's Office. Grades may not be posted by name or student I.D. number without the prior written consent of the students.

All examinations, term papers, themes, etc., which are not returned to the student by the instructor must be kept for a least two semesters from the close of the semester or session in which the work was done.

If an error is made in submitting a final grade to the Registrar which the faculty member wishes to rectify later, a request for such correction must be approved by the department chairperson, the Dean of the College, and the Provost and Vice President for Academic Affairs. Requests for grade changes must be processed on the appropriate form which is available in the Office of the Dean.

#### **9. Confidential Student Data**

All members of the faculty, administration, and staff must respect the confidentiality of information about students and their families. Disclosure of such information should be limited to legitimate purposes and, in particular, should conform to the guidelines and procedures published annually in the fall issue of the [Schedule of Classes](#).

#### **10. Cheating**

A ZERO or "F" shall be given to any student cheating on an examination or other piece of work. An "F" on the examination and in the course shall be given to any student cheating on a final examination. Note that plagiarism is treated as cheating.

According to Senate rules, all occasions of cheating must be reported to the Executive Director of Housing, Residential Life, and Student Judicial System, together with a statement of the penalty imposed by the faculty member. If in the opinion of the Executive Director of Housing, Residential Life, and Student Judicial System other problems of a personal or an emotional nature are present, a referral to the Center for Wellness and Counseling will be made.

The appropriate judicial body may take additional action, including dismissal from the University, for repeated or aggravated offenses. For additional information, refer to the [Undergraduate Catalogue](#).

#### **11. Faculty Absences**

If it is necessary for a faculty member to be absent from class for reasons other than emergencies, prior approval must be secured from the department chairperson and the Dean of the College; and satisfactory arrangements must be made for the performance of the regular duties of the faculty member during the absence.

If the absence is extended and is due to illness, salary will continue in accordance with current University policy governing disability leaves of absence. The University's sick leave policy does not apply to the interim or summer contractual obligation. Absences due to illness, injury, or personal reasons will be processed as deductions from summer and interim compensation.

#### **12. Student Absences**

Absence from classes frequently signals that a student is developing academic or personal problems. If the faculty member becomes aware of unusual absence of any student, the faculty member should notify that student's academic advisor; or for students living on-campus, the Director of Residential Life; or for students living off-campus, the Director of Co-curricular Development. The Director of the Center for Wellness and Counseling will contact the student, indicate the concern of the faculty member, and inquire if assistance is needed.

A consistent and accurate report is important for other reasons; e.g., any overpayment to a veteran who is enrolled but not attending classes must be repaid to the Veteran's Administration by Bradley University.

## B. Statement on Academic Advising

Academic advising is the responsibility of the faculty.

Academic advising is central to the Bradley experience. The promise of meaningful interaction between a faculty advisor and a student is one of the reasons a student chooses to attend Bradley University. This positive relationship strengthens recruitment, retention, student satisfaction, and placement.

Academic advising goes well beyond assisting with class schedules. The role of the academic advisor includes, but is not limited to:

1. Helping the student define career goals;
2. Referring the student to personal counseling when appropriate;
3. Encouraging awareness of cultural and social opportunities on campus.

## C. Convocations

Faculty members are expected to attend the commencement convocations plus other occasional convocations that might be held throughout the year. The academic procession and academic dress are required on these occasions.

Faculty members who are committed to attending a convocation and are unable to do so must inform their department chairperson before the convocation.

## D. Reaffirmation of the Rights of Invited Speakers on the Campus of Bradley University

*The following statement is adapted from a declaration entitled "On Issues of Academic Freedom in Interference with Invited Speakers" issued by AAUP's Committee A on Academic Freedom and Tenure in the Spring of 1983. The committee's statement has been endorsed by the American Council on Education, the National Coalition of Independent College and University Students, the National Organization of Black University and College Students, and the United States Student Association.*

Bradley University believes that the freedom to hear invited speakers on its campus is an essential condition for a free university and an inseparable part of academic freedom. Bradley University deplores interferences with the right of the members of its academic community to hear on campus those whom they have invited to speak. The right to access to speakers on campus does not in its exercise imply either advance agreement or disagreement with what may be said, or approval or disapproval of the speaker as an individual. There can be no more appropriate forum for the discussion of controversial ideas and issues than the college and university campus.

Bradley University reaffirms its expectation that all members of the academic community will respect the right of others to listen to those who have been invited to speak on campus and will indicate disagreement not by disruptive action designed to silence the speaker but by reasoned debate and discussion as befits academic freedom in a community of higher learning.

## E. Faculty Statement on Campus Dissent

The following statement, endorsed by the University Senate, reflects the philosophical stance regarding protest and grievance:

The common and primary commitment of the faculty of Bradley University is the respect for the following rights:

The right of all to search for truth and knowledge without obstruction or restraint.

The right of all to attempt to persuade by reasonable discourse or peaceful processes.

The right of all to form conclusions based on full and free exploration, exposition, and discussion.

Therefore, be it resolved:

Deliberately violent, obstructive, or disruptive actions of groups or individuals which are prejudicial to these rights and destructive to the pursuit of learning to which the faculty is dedicated are unacceptable forms of behavior and stand condemned. This position in no way limits the right of peaceful dissent or legal protest.

At the same time, the faculty dedicates itself anew to the establishment and maintenance of an atmosphere conducive to the search for truth, justice, and dignity for all on the Bradley University campus, in the community, and in the nation.



## F. Committee on the Use of Human Subjects in Research

[Archive version of Human Subjects in Research, changed 05-05-04](#)

### Policies and Procedures

#### 1. Institutional Authority

Bradley University's Institutional Review Board (IRB), the Committee on the Use of Human Subjects in Research (CUHSR) is an official committee of the University appointed by the Provost. CUHSR was designed to meet all appropriate laws and regulations of the Federal Government for research using human subjects. Members and investigators are expected to be familiar with said guidelines. Federal Guidelines are generally considered minimal standards; institutions and their IRBs typically have additional rules, regulations and policies that may be more restrictive, require higher levels of ethical conduct or risk regulations or are deemed necessary for the effective accomplishment of their mission.

#### 2. Definition and Purpose

The purpose of the CUHSR is to minimize the risk and ensure the informed consent procedures to human subjects participating in research conducted by the faculty, staff, students and other allied healthcare professionals according to the Code of Federal Regulations for Protection of Human Subjects (45 CFR 46).

All human subjects' research reviewed by the CUHSR will be conducted in accordance with the Department of Health and Human Services (DHHD) and the Food and Drug Administration (FDA) Regulations.

The definition of "human subjects" published in the U.S. Code of Federal Regulations (U.S. 1987, 46 CFR 45 102F) is the following:

"Human subject" means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information.

Note that the definition includes not only medical research conducted by physicians, but also other research activities involving interactions with individuals or the use of private information, e.g., private student or patient records or sociological surveys regarding students' sexual habits. Mention should be made here that any private use of student records for research purposes are protected under Federal regulations ("Buckley Amendment, "U.S.C., 1987, Title 20, Section 1232G, Public Law 93-380, 88 Stat, 484, Section 513)

The U.S. Food and Drug Administration (FDA) definition, applicable to studies of investigational drugs or devices, is:

"Human subject" means an individual who is or becomes a participant in research, either as a recipient of a test article or as a control. A Subject may be either a healthy human or a patient.

Both the FDA (21 CFR 50, 56) and the U.S. Department of Health and Human Services (DHHS) (45 CFR 46) now have established regulations for the use of human subjects in research. DHHS regulations apply to research using human subjects in any research (Federal Policy for the Protection of Human Subjects, The

Federal Register 56 CFR 812, June 18, 1991). FDA regulations “apply to research involving products [novel drugs and medical devices] regulated by the FDA, “ regardless of the source of funding for the research activity. Both agencies require of the applicable project by an institutional review board (IRB). In addition, state or local regulations or institutional policies may be more stringent and may require IRB review of all research projects involving human subjects.

### **3. Principles which Govern CUHSR**

The CUHSR is guided by the principles outlined in the Belmont Report that defines these three principles. These fundamental principles are inherent in the conduct of research using human subjects. They are: (1) respect for person, (2) beneficence and, (3) justice. The first of these principles, respect for person, involves the autonomy of individuals to consent to participate in the research activities and the protection of individuals with a diminished capacity for autonomy (e.g., the mentally ill, prisoners, children). This would include the writing of consent forms in language, which the research subject can understand.

The second principle, beneficence, involves doing no harm (based on the Hippocratic oath) and ensuring that the benefits of the research outweigh the possible risks. Since even determining what may be harmful can sometimes involve risk, the latter of these two points (assessing and justifying the risk/benefit ratio) merits the bulk of consideration.

The third principle, justice, requires that persons be treated fairly. With regard to scientific research activities, justice requires giving adequate consideration in the selection of subjects for participation so that no particular class of people is more likely to be selected than others and so that a representative sample of individuals likely to benefit from the research is included in the study population.

### **4. Authority of Bradley’s CUHSR**

The Committee on the Use of Human Subjects in Research (CUHSR) holds and maintains the authority to:

- a. Determine if a submitted proposal needs to go through CUHSR at all. Some proposals may fall outside the bounds of CUHSR’s mission to protect human participants in research, including those which involve university policy or procedures, and CUHSR maintains the right to not process those proposals.
- b. Determine if a submitted proposal is exempt, expedited or if it requires full review. Researchers may request that a research proposal be processed as exempt, but CUHSR maintains the right to ask for full review if it is deemed necessary or appropriate.
- c. Ask individuals submitting a proposal to make revisions to their documents, procedures, and/or other materials. Researchers may not proceed with their research until given final approval by CUHSR.
- d. Reject a submitted research proposal entirely. In this case the researcher may not conduct the research specified in the rejected proposal.

### **5. CUHSR’s Relationship to Bradley University**

CUHSR operates under the authority of the Provost, with the Chair reporting directly to the Provost.

The Department Chair or unit administrator verifies the integrity of the proposal and the adequacy of the resources and facilities.

CUHSR provides review of research proposals to ensure that human subjects are reasonably protected.

It is the researcher's responsibility to notify the committee of any changes in the protocol, report untoward effects in a timely manner, request continued review at least annually, and submit a final status report.

CUHSR operates under policies established by the Department of Health and Human Services and U.S. Food and Drug Administration.

## **6. Membership**

Consistent with Department of Health and Human Services (DHHS) requirements "Each IRB shall have at least five members..." Federal regulations require attendance by a majority of IRB members to conduct a full committee meeting. Majority means more than half. Consistent with federal regulations, CUHSR members must include at least one scientist, one non-scientist and one person not affiliated with the institution. In addition, both sexes and multiple professions must be represented. An attempt will be made to have representation from every college on the committee. All members are expected to have sufficient expertise and diversity to evaluate ethical issues.

## **7. Management of CUHSR**

### **a. Chairperson**

The Chairperson will be appointed by the Provost to serve a renewable three-year term.

Duties include:

Have an in-depth understanding of ethical issues, institutional policy and federal regulations that are applicable to studies that are reviewed by IRB.

Play a leadership role in establishing and implementing IRB policy.

Review all protocols presented for full committee review.

Direct the proceedings and discussions of full-committee review.

Vote at full committee meeting.

Assist in drafting all correspondences.

Review and sign all correspondences.

Oversee the maintenance of IRB records.

Review and make decisions about responses to condition for IRB approval in a timely manner.

Act as a resource to faculty members and students.

Removal: By the Provost

**b. Members**

Members are appointed to CUHSR by the Provost to serve a three-year, renewable term. Alternate members may be identified to serve as needed.

Duties include:

Review all protocols presented for full committee review.

Vote at full committee meeting.

Attend at least half of the scheduled meetings.

Removal: By the Provost

**c. Training of CUHSR Chair and members**

At a minimum, all current and future committee members are referred to the Faculty Handbook. In addition, members will complete the online tutorial, Human Participant Protection Education for Research (<http://www.nih.gov>).

**d. Consultants**

CUHSR may consult experts to guide their decision-making as needed. Requests for Consultation will be made through the Provost.

**e. Secretarial / administrative support staff**

Secretarial support

Duties include:

Screen protocols before CUHSR review

Agenda preparation / packet distribution

Taking minutes

Drafting correspondence

**8. Conflict of Interest Policy**

During convened meetings, members of the committee who have a conflict of interest regarding a proposal under review (e.g.: personal research or faculty advisor to student research) will excuse themselves from the meeting by physically leaving the room until discussion has ended and the vote has been tallied.

For exempt / expeditable proposals that are guided by the Chair, a vice chair who is appointed by the committee, will review those studies and sign off on them.

**9. Functions of the IRB**

**a. Initial Review**

The initial review process is begun by the submission of the completed Approval statement and Application to include: application form, project description, anticipated risks and benefits to the subject, how subjects will be selected, how data will be monitored, how privacy of subjects will be protected, and how confidentiality of data will be maintained, a copy of the proposal and a copy of informed consent document as well as other research information as applicable (proposal, advertising material).

There are three levels of IRB review: i) Exempt from full review, ii) Expedited review for minimal risk protocols, and iii) Full review for all other protocols. The Chair of CUHSR determines the appropriate level of review by evaluating proposed research approaches, risks, benefits, safety and protection of human subjects. See Appendix A for Criteria for Exempt, Expedited, and Full Board Review

The possible actions that may be taken by the IRB are:

- 1) Approval of the proposal
- 2) Approval with stipulations
- 3) Table pending receipt of additional information
- 4) Disapproval

**b. Continuing Review**

1) CUHSR conducts continuing review in accordance with HHS regulations not more than every 365 days. Continuing review by full IRB is required unless the research is otherwise appropriate for expedited or exempt review. All members of CUHSR will receive and review a protocol summary and a continuing report on the progress of the research that will include:

- a) The number of subjects accrued;
- b) A summary of adverse events and any unanticipated problems involving risks to subjects or others, and an explanation for any withdrawal of subjects from the research or complaints about the research since the last IRB review;
- c) A summary of relevant recent literature, interim findings, and amendments or modifications to the research since the last review;
- d) A copy of the current informed consent document and any newly proposed consent document.

2) The actions that may be taken by CUHSR are the same as for outlined for the initial review.

3) All findings and actions of the IRB are communicated in writing (e-mail or letter) to the investigator. The Chair will oversee all communications that include:

- a)The protocol name and CUHSR number
- b)List of documents being approved (protocol, consent, advertisements, etc)
- c)Approval date
- d)Expiration date
- e)Adverse event reporting expectations and

f) Protocol deviation / non-compliance issues reporting expectations

4) Approval is given for one year, unless otherwise specified, commencing with the approval date. Research activities may not continue past the one-year anniversary of CUHSR approval date unless the protocol is renewed. For certain projects CUHSR may specify a period of continuing review shorter than one year.

5) Approximately two months prior to expiration of the current project approval, the investigator is notified by CUHSR that they are required to complete the Continuing Review Form and return it to CUHSR. The form is due one week prior to the meeting closest to the expiration date to allow for review. If the investigator does not respond, one e-mail reminder will be sent. If there is no response, the protocol will be closed to enrollment or recruitment and the investigator cannot collect data effective on the expiration date.

6) CUSHR requires that changes in the approved research are not initiated without prior CUHSR approval and requires the investigators to promptly report any changes in research activities.

7) In the written approval, CUHSR ensures the investigator is aware of their responsibility to submit a written report of local serious and unexpected adverse events using the Adverse Event Report within five working days. Incidence of death is required to be submitted within three working days. CUSHR will assess the need for changing the scheduled interval at which status reports are to be requested on the project as well as determine if changes need to be made to the informed consent document.

8) A serious adverse event is something that leads to physical or emotional harm to the participant requiring hospitalization or medical/psychological treatment.

9) An unexpected adverse event is something not mentioned in the protocol.

**c. Modifications**

1) Protocol amendments, modifications, and general changes in the conduct of a study must be reviewed and approved by CUHSR prior to implementing the change.

2) Modifications include but are not limited to: procedural changes to a protocol, adding or removing investigators, changing the title of the project, requesting additional subjects beyond the original approved number, new funding sources, new or revised advertisements, changes to Informed Consent Documents, inclusion/ exclusion criteria, surveys, questionnaires, correspondence with potential or current subjects, and / or additional new items.

3) The Chair or designee may approve minor modifications, such as title changes, changes in investigators, and changes in funding source. More extensive modifications may require full board review. Procedures for expedited or full board review, criteria for approval, and revision prior to approval, are identical to those described for initial review.

## 10. Operations of the CUHSR

### a. Scheduling of meetings

CUHSR meetings are scheduled at least monthly during the academic year and the secretary will distribute advance notification of the dates to the members. The members, prior to each individual meeting, will receive the place and time of meetings, agenda and the study materials to be reviewed.

### b. The Review Process

Applications for consideration of initial full review are distributed to members one week prior to the meeting. The project description, informed consent, and advertising are included in the packets and sent to each of the members. The Chair maintains one copy of the materials that becomes the official record for future reference. All members are required to familiarize themselves with the application and the informed consent form in advance of the meeting in order to participate in discussion and voting.

### c. Expedited / Exempt Review Process

Applications for expedited / exempt review are submitted to the Chair who reviews the application and makes a determination regarding the appropriateness of less than a full review. Applications meeting Federal guidelines for exempt or expedited review are processed accordingly. Appendix A Criteria for Exempt and Expendable Review:

Only CUHSR can establish if a study is exempt or expendable.

#### Categories of Exempt Research

The following are the six categories of exempt research specified by DHHS.

#### **Category 1 Exemption: Normal Educational Practices and Settings**

Research conducted in established or commonly accepted educational settings, involving normal educational practices such as (i) research on regular and special education instructional strategies, or (ii) research on the effectiveness of or the comparison among instructional techniques, curricula, or classroom management methods.

#### **Category 2 Exemption: Anonymous Educational tests, Surveys, Interviews, or Observations**

Research involving the use of educational tests (cognitive, diagnostic, aptitude achievement), survey procedures, interview procedures, or observations of public behavior, unless: (i) information obtained is recorded in such a manner that human subjects can be identified, directly or through identifiers linked to the subjects, and (ii) any disclosure of the human subjects' responses outside the research could reasonably place the subjects at risk of criminal or civil liability or be damaging to the subjects' financial standing, employability, or reputation.

#### **Category 3 Exemption: Identifiable Subjects in Special Circumstances**

Research involving the use of educational tests (cognitive, diagnostic, aptitude achievement), survey procedures, interview procedures, or observations of public behavior that is not exempt under paragraph (b) (2) of this section, if: (i) the human subjects are elected or appointed public officials or candidates for public office; or (ii) Federal statutes(s) require(s) without exception that the

confidentiality of the personally identifiable information will be maintained throughout the research and thereafter.

**Category 4 Exemption: Collection or Study of Existing Data**

Research involving the collection or study of existing data, documents, records, pathological specimens, or diagnostic specimens, if these sources are publicly available or if the information is recorded by the investigator in such a manner that subjects cannot be identified, directly or through identifiers linked to the subjects.

**Category 5 Exemption: Public Benefit or Service Programs**

Research and demonstration projects that are conducted by or subjects to the approval of department or agency heads, and which are designed to study, evaluate, or otherwise examine: (i) public benefit or service programs; (ii) procedures for obtaining benefits or service under those programs; (iii) possible changes in or alternatives to those programs or procedures; (iv) possible changes in methods or levels of payment for benefits or services under those programs.

**Category 6 Exemption: Taste and Food Evaluation and Acceptance Studies**

Taste and food quality evaluation and consumer acceptance studies; (i) if wholesome foods without additives are consumed or (ii) if a food is consumed that contains a food ingredient at or below the level for a use found to be safe, or agricultural chemical or environmental contaminant at or below the level found to be safe, by the Food and Drug Administration or approved by the Environmental Protection Agency or the Food Safety and Inspection Service of the U.S. Department of Agriculture.

**General Eligibility Criteria**

- 1) Research activities that present no more than minimal risk
- 2) "Minor changes in previous approved research during the period (of one year or less), for which approval is granted."

**Criteria for Approval of Research Using Expedited Review**

- 1) The proposed procedures must be consistent with sound research design, and when possible, procedures already being performed on subjects should be utilized. For example, obtaining an additional amount of blood at the time of routine venipuncture is preferred rather than doing an additional needle stick to obtain the research sample.
- 2) The risks of the research must be reasonable in relation to the anticipated benefits, if any, to the subjects and the importance of the knowledge that may be gained.
- 3) Subject selection must be equitable.
- 4) Informed consent should be sought and documented unless a waiver of consent and/or documentation of consent has met the waiver criteria at 45 CFR 46. 1(Sec.116(d),117(c) ) It should be noted that the requirements for informed consent found at 45 CFR 46 1(Sec.116) and 21 CFR 50 4(Sec.20,25,27) have been reviewed extensively in Part 6 of this book.



- 5) Where appropriate, there is a plan to collect and monitor data to ensure subjects safety.
- 6) The privacy of subjects and maintenance of confidentiality of data is protected.
- 7) Where necessary, additional safeguards have been included to protect vulnerable subjects.

### **Adjunct List of Categories Qualifying for Expedited Review**

#### **Category 1**

Clinical studies of drugs and medical devices only when condition (a) or (b) is met, (a) Research on drugs for which an investigational new drug application (21 CFR Part 312) is not required. (b) Research on medical devices for which (i) an investigational device exemption application (21 CFR Part 812) is not required; or (ii) the medical device is cleared/approved for marketing and the medical device is being used in accordance with its cleared/approved labeling.

#### **Category 2**

Collection of blood samples by finger stick, heel stick, ear stick, or venipuncture as follows: (a) from healthy, non-pregnant adults who weigh at least 110 pounds. For these subjects, the amounts drawn may not exceed 550 ml in an 8 week period and collection may not occur more frequently than 2 times per week; or (b) from other adults and children, considering the age, weight, and health of the subjects, the collection procedure, the amount of blood to be collected, and the frequency with which it will be collected. For these subjects, the amount drawn may not exceed the lesser of 50 ml or 3 ml per kg in an 8 week period and collection may not occur more frequently than 2 times per week.

#### **Category 3**

Prospective collection of biological specimens for research purposes by noninvasive means, Examples: (a) Hair and nail clippings in a non-disfiguring manner; (b) Deciduous teeth at time of exfoliation or if routine patient care indicates a need for extraction; (c) Permanent teeth if routine patient care indicates a need for extraction; (d) Excreta and external secretions (including sweat); and (e) uncannulated saliva collected either in an unstimulated fashion or stimulated by chewing gumbase or wax or by applying a dilute citric solution to the tongue; (f) Placenta removal at delivery; (g) Amniotic fluid obtained at the time of rupture of the membrane prior to or during labor; (h) Supra-and subgingival dental plaque and calculus, provided the collection procedure is not more invasive than routine prophylactic scaling of the teeth and the process is accomplished in accordance with accepted prophylactic techniques; (i) Mucosal and skin cells collected by buccal scraping or swab, skin swab, or mouth washings, (j) Sputum collected after saline mist nebulization.

#### **Category 4**

Collection of data through noninvasive procedures (not involving general anesthesia or sedation) routinely employed in clinical practice, excluding procedures involving x-rays or microwaves. Where medical devices are employed, they must be cleared/approved for marketing. (Studies intended to evaluate the safety and effectiveness of the medical device are not generally eligible for expedited review, including studies of cleared medical devices for new

indications.) Examples: a) physical sensors that are applied either to the surface of the body or at a distance and do not involve input of significant amounts of energy into the subjects or an invasion of the subject's privacy. (b) weighing or testing sensory acuity; (c) magnetic resonance imaging; (d) electrocardiography, electroencephalography, thermography, detection of naturally occurring radioactivity, electroretinography, ultrasound, diagnostic infrared imaging, Doppler blood flow, and echocardiography; (e) moderate exercise, muscular strength testing, body composition assessment, and flexibility testing where appropriate given the age, weight and health of the individual.

#### **Category 5**

Research involving materials (data, documents, records, or specimens) that have been collected for any reason or will be collected solely for nonresearch purposes (such as medical treatment or diagnosis)

#### **Category 6**

Collection of data from voice, video, digital, or image recordings made for research purposes.

#### **Category 7**

Research on group characteristics or behavior (including, but not limited to, research on perception, cognition, motivation, identity, language, communication, cultural beliefs, or practices, and social behavior or research employing survey, interview, oral history, focus group, program evaluation, human factors evaluation, or quality assurance methodologies.

#### **Category 8**

Continuing review of research previously approved by a convened IRB as follows: (a) where (i) the research is permanently closed to the enrollment of new subjects; (ii) all subjects have completed all research-related interventions; and (iii) the research remains active only for the long term follow-up of subjects; or (b) where no subjects have been enrolled and no additional risks have been identified or (c) where the remaining research activities are limited to data analysis.

#### **Category 9**

Continuing review of research not conducted under an investigational new drug application or investigational drug exemption where categories 2 through 8 do not apply but the IRB has determined and documented at a convened meeting that the research involves no greater than minimal risk and no additional risks have been identified.

The actions the Chair may make independently are to approve the study, to approve with stipulations or request additional information. If the Chair evaluates the appropriate action is to disapprove the application, the Chair may not act independently. Instead, the application is forwarded for full review.

The Chair may request additional information by telephone or in writing but notifies the investigator of the review process in writing. The Chair may also approve modifications to ongoing studies involving no more than minimal risk. All expedited and exempt reviews are recorded on agendas and in the minutes, typically in the month they are reviewed.

**d. Approval Process**

CUSHR approval process ensures that (45 CFR 46):

- 1) Risks to subjects are minimized: (1) by using procedures which are consistent with sound research design and which do not unnecessarily expose subjects to the risk, and (2) whenever appropriate, by using procedures already being performed on the subjects for diagnostic or treatment proposed.
- 2) Risks to subjects are reasonable in relation to anticipated benefits, if any, to subjects and the importance of the knowledge that may be expected to result. In evaluation risks and benefits, CUSHR considers only those risks and benefits that may result from the research. CUSHR does not consider the long- term effects of applying knowledge gained in the research.
- 3) Selection of subjects is equitable. In making this assessment, CUSHR takes into account the purposes of the research and the setting in which the research will be conducted and of the special problems of research involving vulnerable populations.
- 4) Vulnerable populations include but are not limited to children, prisoners, pregnant women, elderly, the demented.
- 5) The informed consent from each prospective study subject or the subject's legally authorized representative is obtained.
- 6) The informed consent is properly documented
- 7) Where appropriate, the research plan makes adequate provision for monitoring the data collected to ensure the safety of subjects.
- 8) Where appropriate, there are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of data.

CUSHR requests that copies of federal grant applications be submitted with protocols. The Department of Health and Human Services (DHHS) regulations at 45CFR46.103 require that each application or proposal for HHS-supported human subject research be reviewed and approved by CUSHR.

**e. Voting Requirements**

A majority of the members shall constitute a quorum (51%) for the transaction of business at any meeting of CUSHR, providing that the majority includes at least one member whose primary concerns are in the nonscientific areas. In the event a quorum is not present, no official business may be conducted. Members with a conflict of interest will absent themselves from the meeting room during discussion. These members cannot be counted in the quorum for the motion.

Each member of CUSHR is entitled to one vote on all official actions. All votes require a 51% majority to approve a protocol. No proxies are permitted.

**f. Communication from CUHSR**

1) All investigators will be informed in writing of the decisions made by the Board. In the event of a project for which approval is pending stipulations, the stipulations required by the Board are documented in writing from the CUHSR Chair to the investigator(s). The following items maybe considered non-substantive changes:

- a) Spelling or grammatical errors;
- b) Specific additions or subtractions to the consent form or additional materials that lower the risks for subjects or clarify procedures;

- c) Changes of technical terms to lay language in consent forms;
- d) Letter of cooperation from institutions;
- e) Deletion of questions from a survey or questionnaire;
- f) Changes in contact names, addresses, telephone numbers, advisors, end date and researchers;
- g) Changes in the title of the proposal;
- h) Changes in compensation to the subjects;
- i) Addition of subjects from the same population as indicated in the original proposal.

2) If the proposal is approved with stipulations, the staff informs the investigators in writing of the stipulations and the actions required by the investigator. When the response to stipulations is received by CUHSR, it is reviewed by the Chair or designee (if the changes required are non-substantive) or submitted to the full CUSHR for re-consideration.

3) A proposal is tabled when CUSHR requires more information to take action on the proposal. The investigator is informed, in writing, as to the specific additional information required.

4) In advance of the meeting, when the Chair believes that a specific proposal may be disapproved, an effort is made to discuss the perceived problem with the investigator prior to the meeting to identify potential solutions. In the event that such problems cannot be resolved and the proposal is subsequently disapproved at the meeting, the investigator is informed in writing.

#### **g. Appeal of IRB Decisions**

If an investigator feels that his/her research proposal was denied or restricted unnecessarily, he/she may initiate the following procedure:

- 1) Request of the Chair of CUHSR, in writing within ten days, that an evaluation be completed.
- 2) The Chair requests the Liaison Committee to appoint subcommittee of CUHSR to review the project in question.
- 3) The subcommittee reviews the project and sends a written report to CUHSR with their recommendations
- 4) CUHSR will again review the project and deliver its decision, considering the report of the subcommittee, while not bound by its recommendation.

**NOTE:** The decision of the CUHSR on a reconsidered protocol is final. While the administration of any Institution may disapprove the conduct of a research study that has been approved by CUHSR, the decision of CUHSR to disapprove the conduct of a research study is final.

### **11. IRB Records**

a. The Chair and Secretary will maintain a current CUHSR membership roster showing qualifications of each member by name, gender, earned degrees(s), primary scientific or nonscientific specialty, and any affiliation between each member of Bradley University.

b. The Chair will maintain current written procedures and guidelines. A copy will also be available to members of the committee on the Human Subjects website.

c. Minutes of meetings are recorded in compliance with FDA regulation CFR 21 56.115(a) and under 45 CFR 46 including: attendance at the meetings, a summary of discussion on debated issues; CUHSR decisions; and voting (showing votes for, against and abstentions) the bases for requiring changes in or disapproving research. In addition to studies requiring full review, all studies that have been expedited or deemed exempt from full review will be listed in the minutes. Annual reviews require a vote and will be recorded accordingly. When final reports are submitted, studies will be recorded in the minutes as “closed”.

d. Retention of protocols: Active protocols containing current consent documents (those that have been reviewed, approved, and not yet closed) will be housed in a locked file in the CUHSR Chair’s office.

e. The Chair, with the assistance of the secretary will be responsible for communication to and from CUHSR. All decisions of the committee will be communicated in writing either electronically or by letter.

f. In the event of an adverse event to subjects or others, (something that is unexpected and harmful), the Principle Investigator is responsible for informing the CUHSR Chair of the incident in a timely manner (within three working days). The Chair will review the adverse event with the principle investigator and the Chair has the authority to stop the study.

g. CUHSR will review any adverse events that are reported to the Chair at the next scheduled meeting.

Closed files will be maintained for three years after completion and then they will be destroyed. The Provost will decide where the closed files will be stored.

## **12. Information the Investigator provides to CUHSR**

### **The Investigator and faculty sponsor, if appropriate, will provide to CUHSR:**

- a. A current curriculum vita showing qualification to conduct research
- b. The Department Chair or equivalent signature on the application
- c. CUHSR encourages National Institutes of Health (NIH) training of all investigators. Certificates of Training are collected by CUHSR.
- d. If the investigator believes the protocol is exempt or expeditable, submit one copy of the application materials to the CUHSR Chair with a request that the protocol be considered for exempt / expedited review. If the Chair determines a full review is needed, the investigator is responsible for providing the additional 12 copies. Copies must be received at least one week prior to the scheduled meeting for full review.

### **Or**

For studies requiring full review, the investigator will provide to the Chair of CUHSR, at least one week prior to the meeting, 13 copies of the study protocol, typewritten, which includes addresses:

- i. Title of the study
- ii. Purpose of the study
- iii. Sponsor of study (if relevant)
- iv. Results of previous related research; rationale for present study
- v. Subject selection and inclusion / exclusion criteria
- vi. Justification for use of any special /vulnerable subject population
- vii. Study design
- viii. Description of procedures to be performed that are research
- ix. Provision for managing adverse reactions
- x. The circumstances surrounding consent procedure
- xi. The procedure for documenting informed consent including any procedures for obtaining assent from minors, using witnesses, translators and document storage. If consent is waived, provide the narrative that will explain the study to participants
- xii. Compensation (if applicable) to subjects for their participation
- xiii. Any compensation (if applicable) for harm to research subjects
- xiv. Provision for protection of privacy
- xv. Extra costs to subjects for their participation
- xvi. Extra costs to third party payers (if applicable)

e. The investigator will provide the CUHSR the proposed informed consent that will include all the required elements using the adopted consent form as a guide.

These eight elements are required. The elements are:

- I. A statement that the study involves, research, an explanation of the purposes of the research and the expected duration of the subject's participation, a description of the procedures to be followed and identification of any procedures which are experimental
- II. Description of any reasonably foreseeable benefits or risks to the subject
- III. Description of any risks or benefits to others that may reasonably be expected from the research
- IV. A disclosure of appropriate alternative procedures or courses of treatment, if any, that might be advantageous to the subject
- V. For research involving more than minimal risk, an explanation as to whether any compensation and an explanation as to whether any medical treatments are available if injury occurs and, if so what they consist of or where further information may be obtained.
- VI. Statement describing the extent, if any to which confidentiality of records identifying the subject will be maintained
- VII. An explanation of whom to contact for answers to pertinent questions about the research and whom to contact in the event of research-related injury to the subject
- VIII. A statement that participation is voluntary, refusal to participate will involve no penalty or loss of benefits to which the subject is otherwise entitled

f. If a consent form is not used, please supply the narrative that will be provided to participants the required elements of informed consent (see previous section)

g. If applicable, advertisements will be submitted by the investigator to CUHSR. Generally, content should be:

- 1) The name and address of the research investigator

- 2) The purpose of the research
- 3) A summary of the eligibility criteria that will be used to admit subjects into the study
- 4) The location of the research
- 5) The person to contact for further information
- 6) Incentives / compensation

h. The investigator will also provide any requests for changes in study after initiation, reports of unexpected adverse events, progress reports, and final status reports. In addition, no deviations from or changes of the protocol should be initiated without prior written CUHSR approval.

**13. Prospective Review**

No proposed study is exempt from prospective review at Bradley University.

**14. Emergency Review**

There will be no emergency research consent exception.

**15. Process for Changing Policies and Procedures**

The policies and Procedures will be reviewed at least annually. Policies and procedures changes can be changed with a majority vote of those present at CUHSR meetings.

Any changes that require updates to the Faculty Handbook will follow that procedure.

## G. Policy on Ethical Use of Information Technology Resources

### 1. Introduction

The purpose of this policy is to provide guidelines for the ethical, legal, and efficient use of information technology resources at Bradley University. This policy supports the mission of the University and applies to all authorized users of any Bradley University information technology resource.

The principles specified here are consistent with respect for personal privacy, academic freedom, data integrity, and information technology resource availability. This policy is in addition to other University policies, state and federal laws and assumes that authorized users will apply common sense and exercise common courtesy.

### 2. Authorized Users

Individuals who are members of the Bradley University community are considered authorized users covered by this policy. In addition, all non-University individuals having access to University resources as part of external, collaborative agreements are, for the purposes of this document, considered authorized users and must also abide by this policy.

All other individuals are considered to be unauthorized users and may be subject to legal action and/or sanctions by the University.

### 3. Resources covered by this policy include, but are not limited to:

- a. All computer hardware, software, network and associated services (email, ftp, bulletin boards, web access, etc.)
- b. All production and recording related technologies
- c. All print (books, newspaper, and journals) and non-print (audio and video tape, film, DVD, audio CD, electronic resources, special collections, microform, curriculum kits, etc.) resources
- d. Telecommunications services (voice mail, audix, audio/video conferencing, radio messaging, etc.)
- e. Intellectual property in any format

### 4. Authorized Use

Authorized use is predicated on access by an authorized user. Authorized use is that which is consistent with the academic, research and service goals of this institution and falls within the guidelines of this policy. Use of all resources must comply with federal, state, and local statutes. In addition, use of some resources, for example software and hardware, may also be limited by contractual agreement between the University and the supplier.

### 5. Individual Rights

#### a. Privacy

Bradley University recognizes the desire for privacy of each authorized user. However, it is impossible to guarantee such privacy. For example, electronic mail messages are not secure because of the technology used and users should not assume that they are private.



In the normal performance of their job functions some University technical support personnel may need to view an authorized user's files, confidential information or activities. These employees are bound by professional ethics to respect individual privacy and not to disclose any information.

All other viewing or monitoring of an authorized user's files, confidential information or activities requires the establishment of probable cause and approval by the Provost.

**b. Freedom of Expression**

Subject to existing laws and university policies, freedom of expression is a right afforded to all authorized users. Authorized users should be aware that exercising this right may occasionally produce material others consider offensive. All users should realize that the potential of accessing resources offensive to themselves and to others does exist (e.g., the content of web pages); therefore, users take responsibility for their own use of resources.

**c. Harassment Policy**

Bradley University reaffirms the principle that its authorized users have the right to be free from any action that constitutes harassment in any form. Individuals who believe they have been harassed should follow University procedures and contact the Ombudsman or other appropriate official.

**6. Individual Responsibilities**

Authorized users are expected to understand this policy and abide by it. This policy is widely distributed and easily accessible. Lack of knowledge of this policy is not an excuse for failure to observe it. Questions regarding this policy can be directed to the Office of the Associate Provost for Information Resources Technology (IRT). Disregard for this policy can result in disciplinary action.

**a. Morals and Ethics**

Authorized users are expected to respect the right to privacy of other individuals. It is expected that explicit permission from the owner of any non-public resource be obtained before it is used. Authorized users are expected to respect the freedom of expression of other individuals.

**b. Expected Behaviors**

This section details some guidelines relating to specific expected behaviors described below.

**1. User Authentication and Password**

Authorized users are not permitted to use any user identification that is not assigned to them to access any resource. Authorized users may not share any user password or authentication with other individuals. A user identifier is granted to an individual and that individual is responsible for any use of that identifier. If information needs to be shared with others, this should be done without the sharing of an identifier or a password.

**2. Providing Services**

Authorized users are not permitted to use University resources to provide services to others without prior written permission from the department or division responsible for providing the service. This applies especially to all computerized services such as WEB, FTP, etc. as well as to all other services.

**3. Unauthorized Use**

Authorized users are only entitled to use those resources, such as computers, networks, and other information resources, which they have been granted permission to use. No user is allowed to attempt to guess or use another individual's password or other private identification to access any information technology resources. If an account has been compromised, it should be reported to the appropriate administrative unit.

**4. Unauthorized Monitoring**

Authorized users are not permitted, except as noted in section V (A), to use University resources to attempt to monitor or intercept electronic transmissions. Use of all resources must comply with federal, state, and local statutes.

**5. Disruption of Services**

Deliberate attempts to disrupt the operation or degrade the performance of information technology resources are prohibited. Authorized users should be aware of potentially disruptive consequences of their actions and refrain from them.

**6. Fair Share of Resources**

Authorized users may not engage in activities that require heavy use of resources without obtaining appropriate permission. For example, hosting a web site might place a heavy demand on University resources. Mass electronic mailings such as University-wide mailings require heavy resource usage. The IRT department can provide advice on efficient means to share information.

**7. Business Use**

Authorized users are not permitted to use University resources for non-University business purposes or non-University employment. However, open access to library resources is permitted for all authorized users unless otherwise noted. Limited use of resources for sponsored projects is permitted with proper authorization. Note that some resources (especially some software programs) may not be used under any conditions for any purpose that is not directly related to credit education.

**8. Use of Copyrighted or Licensed Materials**

Bradley University is committed to the observance of all aspects of Federal copyright law and will not tolerate unlawful infringement. All authorized users are responsible for adherence to Federal guidelines. If an authorized user fails to adhere, the University will not provide any defense or indemnification to any claim of copyright infringement resulting from willful infringement or other unauthorized duplication. The University reserves the right to take all reasonable steps to prevent such violations.

**9. Internet Services**

Authorized users must abide by the established rules of conduct, also known as "netiquette," for the Internet services used. Internet services (such as listservers, user groups, and chat rooms) normally include the rules of conduct in their usage agreements. For example, many services do not permit users to misrepresent themselves.

## **10. Personal Identifying Information**

Authorized users may not use another person's personal identifying information. Exceptions may occur with that person's documented consent. Existing law makes it a public offense to use another person's personal identifying information to obtain credit, goods, or services without the person's consent.

## **11. Personal Use**

Personal use of Bradley University information resources by faculty and staff is permitted so long as it does not interfere with the regular duties of the employee. Examples of personal use are receiving, sending, and responding to E-mail of a private and/or personal nature and searching the web for information not directly related to the duties of the employee. Of course, employees are expected to restrict use of such resources within guidelines of state and federal laws as well.

## **12. Harassment**

Authorized users are not permitted to harass others. Examples of this include sending or broadcasting annoying, obscene, libelous, or threatening messages.

## **13. Damage of Information Technology Resources**

Authorized users are not permitted to intentionally damage University information technology resources.

## **7. Sanctions**

Violators of this policy may be subject to sanctions imposed by the University.

## **8. Implementation**

### **a. Scope**

This document provides primary guidance concerning information technology resources usage in all areas of the University. All other policies and procedures concerning information technology resources may be more specific, but must be in compliance with this document. The Provost shall review all policies enacted by other University bodies to ensure that they are in compliance with this document. Once any policy is approved by the Provost all subsequent changes to that policy must be checked by the Provost and approved before they can take effect.

### **b. Policy modifications**

The University Senate must approve all changes to this policy. Any authorized user may propose changes to the policy. The proposal for change must be submitted to the University Senate President or any other member of the Senate.

## **9. Other University Policies Related to this Policy Statement**

### **a. University Policies**

- 1. Faculty Handbook:** <http://www.bradley.edu/academics/senate/>  
Statement on Faculty Ethics
- 2. Student Handbook:** <http://www.bradley.edu/ccd/stuhndbk99.pdf>
- 3. Computing Services:** <http://www.bradley.edu/irt/cs/policies>  
Computer Misuse Policy

Microsoft Office Policy

World-Wide Web Policy

Posting Announcements

Confidentiality of Information

Security Policy

Password Selection Policy

Software/Copyright Information

4. **Library:** <http://www.bradley.edu/irt/lib/libweb/policy/policies.htm>  
Computer Use Policy

**b. Other Policies**

1. **Copyright & The Internet**  
Copyright Website

Public Domain Material

U.S. Copyright Office Home Page

2. **General Copyright**  
CCC Copyright Statement

Copyright and Intellectual Property Resources

Copyright Registration

General Information About Copyright

Bradley University gratefully acknowledges Georgia State University whose 1995 computer ethics policy version 1.0 served as a template for this document.

## H. Public Addresses by Faculty Members

The University recognizes the values of faculty addresses delivered to professional, civic, cultural and other groups and therefore encourages faculty members to engage in such activity provided the matter being discussed is within the realm of professional competence of the faculty member involved.

In accordance with the principle of academic freedom, the University recognizes the right of faculty members to speak on matters of a controversial nature, provided they exercise care to insure that their remarks are not construed as representing the official position of the University.

Before accepting speaking engagements which interfere with regularly assigned campus duties, faculty members must secure approval from their department chairperson and dean. If speaking engagements of deans interfere with their regularly assigned campus duties, they must have prior approval of the Provost and Vice President for Academic Affairs.

## I. Guidelines for Selecting Teaching, Research, and Service Award Recipients

### 1. Putnam Award for Teaching Excellence

The Putnam Award is presented to a full-time member of the Bradley faculty holding the rank of associate professor or professor. The purpose of the award, sponsored by the late Mr. Charles M. Putnam, Jr., and Mrs. Putnam, is to recognize excellence in teaching at Bradley University. The recipient is presented with an appropriately engraved certificate, a medallion, and an honorarium.

#### a. Guidelines for the Putnam Nomination.

Nominations for the Putnam Award may be made by any full-time student who holds junior or senior class standing or any full-time member of the academic staff of Bradley University.

Nominations for such an award may be made from the full-time faculty members of Bradley University who, when nominated, meet the following requirements:

- 1) Hold the academic rank of Associate Professor or Professor.
- 2) Have a full-time faculty member of Bradley University for three years.
- 3) Not be a dean of a college.

The characteristics of excellence in teaching considered for the award are: scholarship, class planning, communicative ability, variety in methods of evaluation, and person relations with students and colleagues.

Nomination ballots, supporting forms for each of the five categories listed above, and any other appropriate information can be obtained from the Office of the Provost and Vice President for Academic Affairs.

### 2. Francis C. Mergen Memorial Award for Public Service

The Francis C. Mergen Memorial Award for Public Service will be presented annually to a member of the Bradley University faculty or professional staff who distinguishes

himself or herself in the field of public service. The award is named in honor of the late Francis C. Mergen, the respected former chairperson of the University's Department of Industrial Engineering, who gave so much of himself in service to others.

**3. Samuel Rothberg Award for Professional Excellence**

The Samuel Rothberg Award for Professional Excellence is presented annually to honor a Bradley faculty member who has made significant contributions to his or her field of knowledge since becoming affiliated with Bradley University. The recipient is presented with an appropriately engraved certificate, a medallion, and an honorarium. The selection is made by a committee of previous Rothberg Award recipients.

**a. Guidelines for the Samuel Rothberg Award for Professional Excellence**

- 1) The recipient has made an original contribution to his or her field.
- 2) The recipient's contribution has been exposed to critical appraisal by professional peers through publication, exhibition, or personal presentations.
- 3) The recipient has shown evidence that his or her creative activity has been prolonged and is ongoing. One indication of this would be a record of publications, presentations, performances, or exhibitions spanning a period of time including the present or recent past.
- 4) The recipient is currently affiliated with Bradley University and has been so affiliated for not less than four years. Moreover, some of the recipient's work has been done during the affiliation with Bradley.

**4. New Faculty Achievement Awards**

Formerly called the Burlington-Northern foundation Faculty Achievement Awards, these awards are presented to tenure-track faculty members who have not yet attained tenure. Two awards are given: one for teaching and one for scholarship. Nomination forms and guidelines are available each spring from the Office of the Provost and Vice President for Academic Affairs.

**5. First-Year Faculty Award**

Formerly sponsored by the Sears-Roebuck Foundation, this award is given to an outstanding tenure-track faculty member who has completed one year at Bradley University. Nomination forms and guidelines are available from the Teaching Excellence Committee.

## J. Confidential Student Data

1. Bradley University considers important a meaningful policy regarding the information which becomes a part of a student's permanent education record, the student's financial aid and asset information, and that of the student's spouse (where applicable) and of the student's parents, and governance of the condition of its disclosure. This policy reflects a reasonable balance between the obligation of the University for the growth and welfare of the student and its responsibilities to society.
2. Bradley University will make every endeavor to keep the student's record confidential and out of the hands of those who would use it for other than legitimate purposes. All faculty members, administrators, and staff must respect the confidentiality of information about students and their families. Disclosure of such information should be limited to legitimate purposes, and in particular, must conform to the guidelines and procedures published in the Fall issue of the [Schedule of Classes](#), which procedures accord with the Family Educational Rights and Privacy Act of 1974.
3. There may be conditions such as unmet financial obligations, violations of non-academic regulations, etc., under which Bradley University will not release grade reports, transcripts, certifications, diplomas or other information about a student.

## K. Off-Campus Activities by Faculty

### **Political Activities of Faculty Members**

Faculty members, as citizens, are free to engage in political activities. Where necessary, leaves of absence may be given for the duration of an election campaign or a term of office, on timely application, and for a reasonable period of time. The terms of such leave of absence shall be set forth in writing, and the leave will not affect unfavorably the tenure status of a faculty member, except that time spent on such leave will not count as probationary status.



## L. Policy on Intellectual Property and Technology Transfer<sup>1</sup>

[\(Revised 5-4-05; click to see old version\)](#)

### 1. Purpose

Encouraging creative efforts is an integral part of Bradley University's mission. The purpose of this policy is to encourage creative efforts of the University community and facilitate collaboration with others, while promoting the common interests of society. This policy protects the rights of the University and the faculty in their creative efforts by explicitly stating the responsibilities, privileges, and options held by the University and the faculty when they have created intellectual property. In working with external entities the University shall attempt to preserve its and its employees ownership of the intellectual property.

### 2. General Guidelines

#### a. Policy Administration Responsibility

With the Provost's oversight, the University's Associate Provost for Research is charged with administering this policy. Issues not expressly addressed herein should be referred to the Associate Provost for Research for resolution.

#### b. Persons Covered

This policy applies to full-time faculty, including adjunct professors, visiting faculty, visiting scientists, post doctoral fellows, and part-time faculty teaching more than six hours per semester during the calendar year while under contract at Bradley.

#### c. Definition of Intellectual Property

Intellectual property, as used in this policy, includes inventions, discoveries, creations, or authored works and also the physical or tangible embodiment of same that may be protected legally, by patents or copyrights or by other means. (Physical or tangible embodiments include but are not limited to biological organisms, plant varieties, ornamental designs, computer software, on-line course materials, circuit chips, and engineering prototypes and drawings.)

Invention is defined as a novel or useful idea reduced to practice and relating to a process, a machine, an article of manufacture, a compound, the composition of matter, or an apparatus or improvement thereof, or an ornamental design, or a plant wholly propagated asexually by root cuttings, layering, inarching, grafting, budding or any other method that does not use seeds, or plants produced by genetic engineering for a specific use (utility patents protect).

Copyrightable creation is defined as original work that has been fixed in any tangible medium of expression from which it can be perceived, reproduced or otherwise communicated either directly or with the aid of a machine or device. Copyrights protect expressions of ideas not the ideas themselves.

#### d. Consulting and Other Agreements

To avoid conflicts with third parties, persons covered by this policy shall carefully examine the intellectual property provisions in agreements with other entities and

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<sup>1</sup> This policy will be reviewed five years after approval. [approved 5-4-2005]

shall not enter into any agreements that are inconsistent with the provisions of this policy.

**e. Tangible Research Property Protection**

Intellectual creativity and invention often produces Tangible Research Property (TRP) which is a physical embodiment of the effort. Examples include integrated circuit chips, computer software, biological organisms, engineering prototypes, and drawings. Control over the development, storage, distribution, use and commercialization of TRP is the responsibility of the owner as described in this policy. The ownership of TRP is similar to that of patents, as described in Section iii.c.

**f. Publication of Research/Creative Efforts**

This policy as set forth shall in no way limit or restrict the right of faculty from publishing or presenting in other forms the results of their research/creative efforts. When publishing or presenting the results, the faculty shall acknowledge sponsorship, if any. The timing of public disclosure of the University or third party owned intellectual property however is subject to reasonable delays to protect patent or other intellectual property rights. Delays in publication or presentation required by the University or by third parties in sponsored agreements as a general rule should not exceed 180 days. Beyond this date, if publishers require, the University agrees to assign the publication copyrights to the publisher.

**3. Ownership**

**a. Ownership of Copyrights**

- 1) Ownership of a copyright resulting when a faculty member is a party to a separate contract with Bradley or with Bradley and an external agency will vest with Bradley unless specified differently in the separate contract. The words "separate contract" are meant to refer to a contract other than the annual faculty, sabbatical, summer, interim or other regular faculty contracts.
- 2) Ownership of Copyrights will vest with the faculty in all other cases.
- 3) Unless specified differently in a special agreement drawn up prior to the start of the work between the faculty member and those assisting the faculty member, the ownership of the copyrights not covered in iii.a.i. will vest with the faculty member.
- 4) In keeping with academic tradition, the University has no claim to any of the net revenue generated from faculty owned copyrightable items such as books, textbooks, instructional materials, computer software, articles, theses, papers, novels, poems, and musical compositions, and similar creative works, such as a work of art. Therefore, except those covered under Section iii.a.i above, such Intellectual Property is excluded from the remainder of this policy.

**b. Ownership of Computer Software**

University policy on the ownership of computer software is the same as for copyrightable works under Section 3.a. of this policy. In some instances, software can be patentable; in those cases, University policy concerning ownership of patents, as described in Section iii.c. is applicable.

### **c. Ownership of Inventions**

- 1) Ownership of a discovery or invention conceived when a faculty member is a party to a separate contract with Bradley or with Bradley and an external agency will vest with Bradley unless specified differently in the separate contract. The words "separate contract" are meant to refer to a contract other than the annual faculty, sabbatical, summer, interim or other regular faculty contracts.
- 2) Ownership of a discovery or invention will vest with the faculty in all other cases.
- 3) Unless specified differently in a special agreement drawn up prior to the start of the work between the faculty member and those assisting the faculty member, the ownership of the invention or discovery not covered by iii.c.i. will vest with the faculty member.

### **4. Protection of Patent Rights**

As soon as a patentable intellectual property is conceived, the employee must file with the Associate Provost for Research's Office a completed copy of the Intellectual Property Disclosure (IPD) form to disclose the invention and to establish the ownership rights. The form must be completed before any other disclosure, presentation, display, performance, or publication of the work.

If the inventor claims ownership on the IPD form, the Associate Provost for Research and anyone else needing to review the intellectual property must complete a nondisclosure agreement, prior to receiving the details of the invention. The Associate Provost for Research shall inform the inventor in writing of the University's ownership interest claims within 60 days after the filing of the IPD form. If the inventor and the Associate Provost for Research can't reach agreement on the ownership rights within 80 days after the initial filing of the IPD, either party may follow the Arbitration procedure.

If the University has the ownership, before the creator of tangible research property (TRP) gives, lends or shares this property with anyone for the purpose of research and development both parties must complete TRP transfer/use agreement.

### **5. Ad-Hoc Dispute Resolution**

Disagreements arising from any aspect of this policy will be referred to the Senate Executive Committee. The Senate Executive Committee will form an ad-hoc committee, consisting of five tenured faculty chosen based on their involvement in scholarship or research and development and their expertise as related to the matter being disputed. Each party may disqualify two members without cause and the Executive Committee will appoint replacements. The Committee's charge is to facilitate resolution of disputes regarding assignment of intellectual property rights or the administration of the Intellectual Property policy. The Committee may request relevant information from the appropriate parties so that they may come to an informed decision. Unless all parties agree to an extension, within 60 days of the Executive Committee of the Senate being informed that their action is required, the Committee will deliver its recommendation to the involved parties and the Provost. Within 20 days of receiving Committee's ruling, the Provost will make a ruling and inform the parties. The faculty member can appeal the decision through the normal grievance process. In the event that the case goes through a grievance process, the report of the Senate ad-hoc committee will be made available to the

Grievance Committee.

## 6. Commercialization of University Owned IP

After an invention or creation is disclosed and the University ownership is established, the Associate Provost for Research will assemble the appropriate expertise to evaluate the commercial potential of the work disclosed.

- a. Within 180 days after the filing of the IPD, the University will conclude whether the potential commercial returns from the invention or creation are sufficient to justify retaining the ownership and proceed with further efforts toward filing an intellectual property protection or securing other appropriate legal protection. If such a determination is made, an assignment agreement will then be executed with inventor(s).
- b. Patent applications must be filed in a timely manner, or the owner may lose patent rights. Patent applications for University-owned discoveries and inventions are coordinated through the Vice-President for Business Affairs' Office in conjunction with the Associate Provost for Research. Patent-related legal expenses are the responsibility of the University.
- c. Inventor/Author Assistance: In order to secure patents and/or commercialize inventions or creative works successfully, it is often necessary that the inventor or author work jointly and cooperatively with the University.
  - i. In all instances, the University will attempt to minimize the assistance required.
  - ii. The creator shall provide all necessary assistance throughout the process of technology transfer to assure maximum legal protection and effective transfer of the intellectual property.
  - iii. The creator will retain all records and documents necessary to protect and defend intellectual property that belongs to the University. This shall be done in a safe and secure manner.
  - iv. The creator shall abide by all commitments made in license, sponsored research, or other agreements and laws related to federally and privately funded research.
  - v. The creator shall disclose all potential conflicts of interest as defined in the University's Conflict of Interest Policy promptly and efficiently to the Provost Office.
- d. Distribution of Revenues: The net income, defined as revenues less incremental costs, shall be distributed between the University and the creator/inventor according to the following schedule

<u>Recipient</u>	<u>Share</u>
Creator	50%
University	50%

Creator(s) payment frequency will be the same as that of the university.

Revenue is consideration paid in cash or equity by a third party in exchange for specific intellectual property rights.

Incremental costs are any specific, additional expenses incurred by the University in obtaining and maintaining the intellectual property protection, and in developing, marketing, licensing, and defending the work.

- e. If, within 180 days after the filing of the IPD, the University determines that it has no general proprietary interest in the knowledge or the further commercial development of the invention, the University shall first give the ownership option to the intellectual property to the inventor(s) or author(s). If the University doesn't respond within the 180 days, or file for patent protection within one year after the filing of IPD, the ownership and all potential proceeds will revert to the inventor(s).

## 7. Commercialization of Independently Owned Intellectual Property

- a. If the University does not participate in the commercialization of the intellectual property, then the University shall have no ownership claims to the intellectual property and the responsibility for securing patents and commercializing the Independently owned Intellectual property is by the inventor. In such cases the University shall have no liability for any matter arising out of the commercialization of the intellectual property, and those sections of the Faculty Handbook concerning insurance and indemnification shall not apply.
- b. If the University does not participate in the commercialization of the intellectual property, the University shall still be entitled to a portion of the creator's net income generated by the intellectual property. The net income sharing shall be done according to a mutually agreed to arrangement between the inventor(s) and the University, or according to the schedule below for a period not exceeding 15 years from the initial filing of the IPD, after which time the University has no claim to any of the income:

<u>Recipient</u>	<u>Share</u>
Creator(s)	90%
University	10%

The University's payment frequency is to be the same as that used by the owner for filing tax returns.

The net income is to be determined using the creator's federal income tax basis of accounting. If asked by the University, the creator(s) shall provide the necessary information for verification purposes.

- c. The creator/inventor and the University may enter into an agreement whereby the University participates in the commercialization of the intellectual property in exchange for a mutually agreed upon fee for services or a mutually agreed upon alternative distribution of the net income.
- d. If within one year after the filing of the IPD, the inventor does not file for patent, then the ownership of the IP and all potential proceeds will revert to the University.

# V. FACILITIES, SERVICES, AND RESOURCES

[Process 3](#)) is used to make changes in Chapter V.

## A. Non-Smoking Policy

Because of its concern for the comfort, safety, and well-being of its employees and students, Bradley University has chosen to become a smoke-free environment.

Effective May 17, 1993 the following non-smoking policy will be in place:

1. There shall be no smoking in any building (except the residence halls) owned, leased, or directly managed for the conduct of education or business by Bradley University. There shall be no smoking in any corridor, lobby, rest room, classroom, private office, waiting area, cafeteria, meeting room, or in any vehicle owned by the University.
2. Conference Facilities which are leased by the public may be considered smoking or non-smoking for the event only. The conference facilities director shall encourage the lessee to opt for nonsmoking.
3. Academic and business administrators shall be responsible for ensuring that the nonsmoking policy is upheld in their individual colleges, departments, and offices.

## B. Compliance with Drug-Free School and Communities Act

In compliance with the Drug-Free School and Communities Act of 1989, Bradley University recognizes that an academic community can be harmed in many ways by the abuse of alcohol and the use of other drugs. Problems associated with illicit use and abuse of substances harm the University and the community at large.

Bradley University promotes an environment that reinforces healthy, responsible living, respect for community laws, campus standards and regulations; the individual's responsibility within the community; and the intellectual, social, emotional, spiritual or ethical, and physical well-being of its community members.

As appropriate, all Bradley University employees will be informed of the University policy on a drug-free campus.

## C. Cullom-Davis Library

The University Library provides information resources and services that the University community requires for its academic, professional, and institutional objectives.

### 1. Facilities

Books, periodicals, government documents, microforms, many non-print resources, and most library services and offices are found in the [Cullom-Davis Library](#). Hours are determined annually and are set to match the semester usage peaks. During the school year the Reserve Room has additional hours on most evenings and it opens earlier, than the main facility, on weekends.

Music scores, recordings, selected music reference materials, and music reference service are available in the Music Resource Center located on the third floor.

Library hours are shorter during summer and interims, Thanksgiving and Christmas vacations, and spring and fall breaks. Special hours for final examinations, holidays, summer, and interim sessions, as well as regular hours are posted in the Library and on the [Library's web page](#).

### 2. Holdings

The collection comprises over 1,200,000 items, including bound periodicals, government documents, microfiche, and other non-print resources. A Special Collections Center on the third floor houses additional manuscript and archival materials as well as rare books. Microform collections include the Educational Resources Information Center (ERIC) documents, Library of American Civilization, and Library of English Literature. The Library is a depository for both United States and State of Illinois government documents, and is a member of the Illinois Library Computer Systems Office (ILCSO), and the Alliance Library System (ALS).

### 3. Subject Specialist

A librarian serves each particular curricular area. Librarians provide bibliographic support, reference service, bibliographic instruction, and collection development assistance, and otherwise facilitate faculty and student use of library resources and services. See the [List of Liaison Librarians](#).

### 4. Orders

The Library purchases books, periodicals, and non-print materials for curricular and research purposes at the request of the faculty. All requests should be routed through the faculty member's departmental Library Agent, who forwards them to the Library.

### 5. Reserves

Library material may be placed on reserve for course assignments. Requests for reserves should be placed well in advance. Reserve items normally circulate for periods of 2 hours, 3 days, or 7 days, depending on the instructor's preference. Both print and non-print materials are accommodated. Questions regarding reserves should be directed to the appropriate library liaison.

### 6. Direct Loans

The Bradley Quickcard serves as a borrower's card once the user is registered in the patron database. To register, the user should go to the Circulation Desk in the Cullom-Davis Library. This is good not only for renewable 6-month-long library loans on campus, but also at nearly all other libraries--academic, public, and research--in



the Peoria area, as well as at many other academic libraries in Illinois. See the [List of Libraries that support Reciprocal Borrowing](#).

## **7. Interlibrary Loans**

In addition to direct borrowing privileges at other ILCSO and ALS libraries, Bradley faculty and students can obtain materials through interlibrary loan arrangements. As a participant in ILLINET, a statewide library resource sharing network, the Library benefits from a special delivery service provided for Illinois libraries and library systems. Through OCLS, a computerized bibliographic system, the Library has ready access to millions of items in some 6,000 libraries across the country and abroad. Delivery capabilities include telefacsimile transmission. Requests for interlibrary loans should be directed to the appropriate library liaison or the Circulation Desk in the Cullom-Davis Library. For further information, see the [Library web page](#).

## **8. Database Services**

At no charge to Bradley faculty and students, the Library can search a wide range of computerized bibliographic databases. For further information, see the [Library Database Searching web page](#). In addition, various electronic resources are available through the [Library web page](#) and other CD-ROM indexes of periodicals, newspapers, and Government Documents are available in-house.

## **9. Bibliographic Instruction.**

The Library has an active program of assisting and instructing students in the use of library resources and services. This program is tailored to individual and class needs. Arrangements for bibliographic instruction are made through the Information Literacy/Electronic Services Librarian. For further information, call extension 3219.

## **10. Document Delivery Service.**

The Library provides a document delivery/retrieval service for faculty, whereby Bradley books and journal articles can be delivered and/or picked up from faculty offices. For further information call Ext. 3550 or use e-mail: [document@bradley.edu](mailto:document@bradley.edu).

## **11. Policies, Procedures, and Guidelines for the Assignment of Study Rooms or Carrels to Faculty**

### **a. Facilities Available**

#### **1) Faculty Studies**

9 lockable study rooms, with two faculty assigned to each room, will be available along the north wall of the old building on the lower level of the library. A key will be assigned to each faculty member assigned to the study. Offices will contain desks or tables, bookcases, one Ethernet port, and file cabinets.

#### **2) Faculty Carrels (Room 20)**

15 carrels, each approximately 3' by 4', with lockable doors or filing cabinets, will be available in Room 20. Each faculty member will be issued a key to Room 20, as well as keys to his or her particular carrel.

### **b. Policies Regarding Assignment of Studies and Carrels**

1) Full-time faculty will be given priority for studies and carrels.

2) Assignment to studies or carrels will be based on need for Library resources.

- 3) All studies will be assigned for one year or less.
- 4) All study or carrel assignments will be reviewed annually, in late July or early August.
- 5) Faculty members will sign an agreement to abide by Library rules and regulations regarding facility use.

**c. Procedures for Requesting and Assigning Studies and Carrels**

- 1) Requests should be submitted to the Executive Director of the Library, and should include an indication of the type of facility requested (study or carrel), the need for and purpose of the facility, and the faculty member's department.
- 2) Requests for faculty studies and carrels should be submitted by August 1<sup>st</sup> each year. Assignments will be made by August 15<sup>th</sup> each year. Agreements and key forms will be available in the Library office.

**d. Issues to be Considered in Assigning Studies and Carrels**

- 1) Scholarly or creative activities planned which require the use of a study or carrel.
- 2) Library services or resources needed to support such activities.
- 3) Role of such activities in accomplishing professional goals or objectives.
- 4) Other office or research space currently available.
- 5) Length of time for which the study or carrel will be needed.
- 6) Preference or requirement for particular type of space (study or carrel).

## D. Computing Services

### 1. Mission

Bradley University's [Computing Services](#) department is a support organization whose mission is to recommend, provide, and maintain quality computing systems and services that enrich Bradley's teaching and learning environment, as well as the administrative functions of the University. Computing Services is committed to the effectiveness of its support services, the development of its staff, and reliability of its systems.

### 2. Technology HelpDesk

The [Technology HelpDesk](#), located in the Reserve Room of the Cullom-Davis Library, provides faculty, staff, and students with a single point of contact for technology-related products and services supported by [Information Resources and Technology](#). The HelpDesk has documentation available to assist faculty, students, and staff in the effective use of Bradley's technology resources.

### 3. Computer Accounts

To access e-mail and computers administered by Computing Services, the user must have a login, also called a "username," "sign-on," or "account." The same is true of other multi-user computers run by individual departments (e.g. Computer Science).

Prior to the beginning of each semester, faculty members need to inform the system administrator in Computer Services (Ext. 2960) if they are teaching a course that requires a computer use. Accounts will then be established for students registered for that course who do not already have an account.

### 4. Buying Computers

Campus Computer Sales (Ext. 3044) orders computers for departmental and personal use. Check the [Computing Services](#) web page for current pricing information. Discounts are provided when available.

### 5. Additional Information

Additional information about Bradley's computing policies, systems, and resources is available on the [Computing Services](#) web site. This site contains information on personnel, policies, committees, training opportunities, and other technology-related topics.

## E. Instructional Technology and Production Services

Instructional Technology and Production Services provides a broad range of media facilities, materials and production services to the University. For more detailed information pertaining to ITPS, see the [ITPS Homepage](#).

ITPS is divided into two campus locations:

ITPS (Bradley Hall 4, Ext. 2334)

Television Services (Jobst Hall 237F, Ext. 2790)

Each location possesses specialized facilities and professional expertise that are available to the University community. A brief summary of the comprehensive services available follows:

### 1. Production of Instructional Materials

ITPS is equipped to assist with desktop presentations, overhead transparencies, slides and photographs, multimedia, graphic design, desktop publishing, audio and video programs, rapid duplication of outlines or examinations, and specialized combinations of these. Instructional objectives will be best met by the creation of learning materials or facilities customized to the particular application. Professional staff is available to aid in the design, production, implementation, and evaluation of these materials.

### 2. Acquisition of Instructional Materials

ITPS will assist in the location, selection, evaluation and ordering of various educational software for use in the classroom. ITPS also acquires and maintains an extensive library of videocassettes.

### 3. Distribution and Utilization

ITPS provides direct support to those wishing to utilize media in academic or administration activities. Typical methods of delivery include:

- a) Direct display of mediated materials in the classroom or other settings;
- b) Distribution by closed circuit or cable TV broadcast;
- c) Compressed video distance learning;
- d) Teleconferencing;
- e) Correspondence.

### 4. Facilities

ITPS provides complete educational services. Software rental and purchase, projection services, remote and classroom videotaping, distance learning environments, self-paced instructional facilities, sound reinforcement, and equipment distribution are all available as well as assistance or training in the operation of these facilities. Faculty and staff may also check out a variety of AV hardware for University-related activities.

### 5. Procedures

ITPS generally requests 48 hours notice for routine services. Special requests, including production, should be made as far in advance as possible. Written or in-person requests are encouraged. Some services carry a charge for materials or specialized labor.

For additional information, ITPS staff may be reached at the locations and telephone extensions listed above.

## F. Use of Physical Facilities

### 1. Reservation of Classrooms, Meeting Rooms, and Auditoriums

Arrangements for use of rooms for classes during the two regular semesters of the academic year should be made with the Registrar's Office through the first two weeks of classes. Arrangements for the use of rooms for classes during the summer sessions should be made with the Registrar's Office through the first week of classes. (Course approval forms are sent to the Director of Interim and Summer Sessions) Following these times, all rooms are reserved through the Director of Conference Facilities.

Regularly scheduled meetings of academic classes may not be held in the Student Center. In case of emergency, or for other justifiable reasons, the Director, with the approval of the President, may make exceptions.

There are ten meeting rooms available in the Student Center, varying in seating from 12 to 65, and they may be scheduled through the appropriate office in the Student Center. Other meeting areas available on campus are Baker Hall Auditorium which seats 120, Neumiller Lecture Hall in Bradley Hall which seats 320, Room 159 in Olin Hall which seats 126, and Room 181 in Olin Hall which seats 190. The auditoriums are scheduled through the Office of the Director of Conference Facilities.

### 2. Policy and Procedure for Non-Curricular Use of Bradley University Physical Facilities

One of the fundamental purposes of the total educational experience at Bradley University is to provide the means and encouragement whereby students can develop a code of personal values and a sense of social responsibility which will enable a learning and living environment which promotes free inquiry and the pursuit of truth with a framework of intellectual, moral and legal responsibility.

Programs and activities which involve University-affiliated or non-University persons or groups are permitted and encouraged to use the University facilities provided they contribute to the achievement of the purposes of the University, or, in its judgment, to the substantial welfare of the total community, and are not disruptive of an atmosphere of orderly procedure and dispassionate scholarly inquiry.

### 3. General Statement

Other factors which affect non-curricular use of the physical facilities are as follows:

- a. The desirability of acquainting potential students and their parents with the University and its facilities.
- b. The reluctance of the University to create undue hardship for neighbors due to parking required for large events in the Field House.
- c. The desirability of protecting the rights of faculty to park in reserved spaces on the campus.
- d. The costs of making facilities available to campus and off-campus organizations.
- e. The limitation of the use of University facilities for fund raising or solicitation of funds to University-wide and University-sponsored activities. Collection of dues

from members of University-recognized organizations is not considered fund raising.

f. The denial of the use of University facilities for private financial gain.

g. The special requirements which apply to the use of the Robertson Memorial Field House, the Bradley Student Center, and Neumiller Lecture Hall (see [Policies for Specific Facilities](#)).

h. The Registrar has the responsibility for scheduling the use of academic classrooms and auditoriums. After the second full week of classes in a regular semester or a comparable date in summer and interims, scheduling occurs through the Student Center Scheduling Office.

i. The opportunity of University curricular departments or divisions, University faculty organizations, and chartered student organizations to schedule use of Bradley University facilities subject to limitations governing the use of the facility in question.

#### **4. Responsibility for Granting Use of University Facilities and for Scheduling**

In order to clarify responsibility and establish authority for granting use of University facilities for functions, the following assignments are made:

##### **a. Student Activities**

The Office of the Director of Student Activities will schedule student organization meetings or functions. A student activity calendar will be drawn up by the Office of the Director of Student Activities on the basis of requests for activities in advance of June 1<sup>st</sup> each year. After this date, activities will be approved in the order received provided they do not conflict with those already scheduled. Any conflicting requests for dates for student activities or functions will be referred to the Director of Student Activities who will decide which meeting will be given preference. Student organizations will be given a list of available dates to choose from in the case of conflicts.

##### **b. Convocations, Lectures, Concerts, and Entertainments**

All University convocations will be scheduled and arranged by the President. Such programs are appropriate means for augmenting curriculum offerings, for enriching the cultural background of students, and for providing contacts with leaders outside the University. To the extent that space permits, the university-sponsored meetings for students should be open to the public.

##### **c. Special Lectures**

Special lectures will be arranged by the appropriate faculty or student committee and will be scheduled through the appropriate office for the facility required.

##### **d. University Athletic Events**

University athletic events will be scheduled by the Director of Athletics in accordance with policies approved by the Faculty Committee on Intercollegiate Athletics. All dates will be reported to the Director of Student Activities for inclusion in the University Calendar.

##### **e. Committee Meetings**

Committees may request, through the Office of the Director of Student Activities or the Director of Conference Facilities, appropriate use of rooms in the Student Center.

**f. Classrooms and Auditoriums**

Scheduling of classrooms and auditoriums will be handled by the Director of Conference Facilities after the second week of each of the two regular semesters.

**g. Conferences, Workshops, Short Courses and Similar Meetings**

1) The Director of Conference Facilities is charged with the responsibility for coordinating and scheduling non-academic activities including social events (banquets, proms, reunions and receptions), non-academic meetings (union, political and sports), and other non-academic activities such as cheerleading and scouting events.

2) The Executive Director of the Division of Continuing Education and Professional Development will approve all academic conferences, institutes, seminars, workshops, non-credit courses, and similar educational programs conducted on the campus.

3) The Director of Student Activities will approve activities exclusively for students.

**h. Procedures and Services**

1) All conferences must have Bradley sponsorship, either that of a department or division, college, organization or agency. The University sponsor assumes all financial and academic responsibility for the conference.

2) All requests for the use of space, equipment, and services are to be made on an official application form filed with the Director of Conference Facilities, Student Center. No group may meet for a conference on the Bradley Campus without an approved application. The Director of Conference Facilities will approve or reject all applications.

3) The Director of Conference Facilities will make arrangements for use of all facilities, equipment and services for all conferences; schedule the time and dates for all conferences in the University Central Control Calendar; and work with the conference committee, upon request, on such matters as budgeting, programming and promotion. A schedule of fees is available from the Director of Conference Facilities for use of Bradley facilities, equipment, services, and convention supplies.

4) The Director of Conference Facilities has the authority and reserves the right to refuse approval of an application for the use of Bradley facilities, equipment or services if, in the opinion of the Director, such use is not in the best interests of the University, or in conformity with the specific Use of Physical Facilities policies described in this section.

**5. Policies for Specific Facilities**

Regulations applying to the use of Robertson Memorial Field House, the Bradley Student Center, and Neumiller Lecture Hall are listed below, and are in addition to those specified above.



**a. Robertson Memorial Field House**

1) While usage of the Field House is planned largely in terms of the needs of the athletic programs, it may be used as an auditorium, conference center, etc. All scheduling of the Field House shall be done through the Director of Conference Facilities with the guidance of the Field House Scheduling Committee.

2) University departments and agencies, including approved student groups, may use the Field House provided their needs cannot be adequately met by other University facilities. However, each event must be significantly related to the purposes and curricula of the University and, if a student activity, have the approval of the faculty sponsor and the director of Student Activities. If admission is charged the sponsoring group shall pay the basic operational costs plus 10% of the gross receipts, unless the net proceeds from the event are donated to Bradley University's Financial Aid Program. If no admission is charged or the net proceeds from the event are donated to Bradley, only a basic operation cost of setting up the facility for the program will be charged.

3) Non-University groups may apply for use of the Field House for meetings not associated with activities hosted by or scheduled by Bradley University. These meetings should be of public or social significance contributing to the welfare of the local community.

4) The Field House will not be made available for athletic contests of professional nature unless such contests are under **direct sponsorship** of the University, or unless the proceeds go entirely to charity or the University with no fee or percentage to go to any individual or group for private gain. The use of the Field House for private profit or fund raising by individuals is prohibited.

5) The Field House may be made available to acknowledged primary candidates for the office of Governor, Congressional Representative and Senator of the State of Illinois, and the Office of President and Vice President for one appearance, and one additional appearance if chosen as a candidate, when sponsored and financed by a chartered campus organization. Admission charges and financial solicitation will not be permitted at any appearance of political candidates.

6) The Field House Scheduling Committee is charged with the interpretation of policy and shall settle all conflicting requests, exceptions and extenuating situations not covered under the existing written policy for use of Robertson Memorial Field House. Specifics regarding the use of the Field House will be discussed when application is made.

**b. Bradley Student Center**

There are ten meeting rooms available in the Student Center, varying in seating from 12 to 65, and they may be scheduled through the appropriate office in the Student Center. The Director of Student Activities schedules Meeting Rooms One through Six and Conference Rooms 202 and 203 and the Marty Theatre. The Director of Conference Facilities schedules Conference Room One, the Ballroom, the Alumni Dining Room, and appropriate areas in the Student Center cafeteria with permission from the Director of Food Service. The Student Center Ballroom has a maximum capacity of 600 for a meeting and approximately 575

for dining. The chief officer of the club or organization must submit in writing to the appropriate director in the Student Center, prior to the event, a guarantee that the physical facilities will be returned to the condition in which they were found. If, however, in the opinion of the Director, security is needed for the meeting, or if custodial services are necessary to prepare adequately for the room for another organization, the Director shall arrange for such service and bill the charges to the group using the room.

1) In reserving rooms, preference is given to events that have to be planned months in advance or to planned annual events. Student Center and physical arrangements are normally available without charge in order to encourage use of the Student Center by the University organizations.

2) In some cases, the Student Center charges for the use of the Student Center Rooms. For information on possible fees call the Director of Conference Facilities in the Student Center (Ext. 2227).

3) Specific procedures for reserving facilities in the Student Center are detailed in the Student Handbook published each fall.

**c. Neumiller Lecture Hall**

The following policies and procedures have been established to govern the use of Neumiller Lecture Hall.

1) Responsibility for scheduling Neumiller Lecture Hall shall be as follows: Classes-Registrar; Conferences-Director of Conference Facilities; all other-CLAS Dean's Office. The Registrar, the Dean of the College of Liberal Arts and Sciences and the Director of Conference Facilities shall coordinate and plan the use of this facility.

2) All requests for the use of the Lecture Hall shall be made no less than two days prior to its intended use.

3) Because the facility is designated primarily for instructional purposes, first priority shall be given to class use. Large enrollment classes shall have highest priority, followed by smaller classes that require use of the unique media capabilities of the Lecture Hall. Second priority shall be given to administrative use and approved academic lectures (e.g. Founder's Day, Olive B. White Lecture, summer orientation). Non-Bradley conferences shall have next priority. Extracurricular uses, including uses by student organizations, require the written approval of the Dean of the College of Liberal Arts and Sciences, and such uses will require supervision of a faculty member or administrator during the entire time the facility is being used.

4) The Executive Director for Instructional Technology and Production Services (ITPS) will have the responsibility for coordinating requests for all uses of audio-visual equipment needed for scheduled Lecture Hall events, provided such requests are processed at least two days prior to the day the equipment is required. All audio-visual equipment shall be operated by a person designated by the Executive Director of ITPS. All non-academic or non-administrative service shall be on a fee-recoverable basis.

5) No food or beverage will be allowed in Neumiller Lecture Hall.

6) The cost of special custodial and other services incurred in conjunction with presentations on Saturday afternoon and Sunday shall be borne by the user.

7) The [Non-Smoking regulations](#) of the University shall be rigidly enforced at all times.

8) The Lecture Hall will be locked when not in use. ITPS will be responsible for unlocking and locking the Lecture Hall during normal working hours. The Director of Conference Facilities will be responsible when conferences are scheduled in the Lecture Hall in evenings or on weekends.

**d. Hartmann Center for the Performing Arts**

Respecting the wishes of the major donors, the two theatres, shops, and reception areas of the Hartmann Center are used extensively by the Departments within the College of Communications and Fine Arts for curricular and co-curricular programs. Schedules are devised well ahead in order to facilitate rehearsals and preparations necessary for public performances.

1) The following policies have been established for use of the Meyer Jacobs Theatre, Hartmann Center, during the normal semesters:

a) First priority shall be for University Theatre performances, including usual three-to-five week rehearsal and preparation times;

b) Second priority shall be for performances sponsored by the College of Communications and Fine Arts, including rehearsal and preparation time;

c) Third priority shall be for University-wide events, such as Founder's Day, Admissions programs, Activities Council Performances Series, and Cultural Affairs programs;

d) Subject to availability of the space and personnel, Hartmann Center may be booked by University-wide organizations only when other facilities are not adequate for a particular performance event of University-wide interest;

e) The Office of the Dean of the College of Communications and Fine Arts administers the scheduling of Hartmann Center. Specific policies apply to audio or video recording, photography, receptions, ticketing, programs, ushers, technical personnel and accommodations, and other details for events scheduled at the Center;

f) The costs of services in conjunction with presentations shall be borne by the user;

g) All University regulations shall be strictly enforced during any use of the facility.

2) During periods outside the normal semesters (recesses, interims, summers), Hartmann Center may be made available to community organizations for performances which are in keeping with the nature of the facility and which provide students with significant cultural opportunities. The

Office of the Dean of the College of Communications and Fine Arts, administers such requests.

3) Requests which are not covered by these guidelines will be considered by the Dean of the College of Communications and Fine Arts, and the Chairperson, Department of Theatre Arts.

**e. Dingeldine Music Center**

Respecting the wishes of the major donors, the Peters Recital Hall and rehearsal areas within the Dingeldine Music Center are used extensively by Departments within the College of Communications and Fine Arts for curricular and co-curricular programs. Schedules are devised well ahead of time in order to facilitate rehearsal and preparations necessary for public performances.

1) The following policies have been established for use of the Peters Recital Hall, Dingeldine Music Center, during normal semesters:

a) First priority shall be for Department of Music sponsored performances, including rehearsal and preparation times. The Department sponsors faculty concerts and student recitals as well as community and guest performances which provide additional opportunities for the University community to enjoy music;

b) Second priority shall be for performances sponsored by the College of Communications and Fine Arts, including rehearsal and preparation time;

c) Third priority shall be for University-wide events, such as Founder's Day, Admission programs, Activities Council Performance Series, and Cultural Affairs programs;

d) Subject to availability of the space and personnel, Dingeldine Music Center may be booked by University-wide organizations only when other facilities are not adequate for a particular performance event of University-wide interest;

e) The Office of the Dean of the College of Communications and Fine Arts administers the scheduling of Dingeldine Music Center. Specific policies apply to audio or video recording, photography, receptions, ticketing, programs, ushers, technical personnel and accommodations, and other details for events scheduled at the Center;

f) The costs of service in conjunction with presentations shall be borne by the user;

g) All University regulations will be strictly enforced during any use of the facility.

2) During periods outside the normal semesters (recesses, interims, and summers), Dingeldine Music Center may be made available to community organizations for performances which are in keeping with the nature of the facility and which provide students with significant cultural opportunities. The Office of the Dean of the College of Communications and Fine Arts administers such requests.

3) Requests which are not covered by these guidelines will be considered by the Dean of the College of Communications and Fine Arts, and the Chairperson, Department of Music.

## G. Services Available to the Faculty

### 1. University Bookstore

Barnes and Noble operates the Bookstore as a service to students and employees. In addition to textbooks and classroom supplies, the Bookstore stocks snacks, greeting cards, stationery items, Bradley clothing, and Bradley emblematics. It also has a selection of trade books, bestsellers, and sale books. Services include film processing, check cashing up to twenty-five dollars, and special book ordering at no additional charge (except for "rush" service).

Faculty and their dependents are entitled to a 10% discount on all merchandise except bus tickets, postage stamps, newspapers, magazines, class rings, food items, film, film processing and cigarettes. The 10% discount on purchases over \$5.00 applies to sale items, unless marked "no further discount." To receive a discount on textbooks, one must present a class schedule listing the texts to the clerk at the back desk for approval. All other discounts are handled at the cash register by presenting your Bradley I.D. card.

For information on obtaining desk copies, you should check with the text supervisor. Desk copies may be taken out on loan, but must be replaced with an unmarked and salable copy by the end of the semester. Desk copies should be signed out on a Bradley University requisition or paid for, and later refunded when the new book comes arrives. Office supplies and/or trade books, signed for on a Bradley University department requisition to be used for University business, will be discounted twenty percent. Textbooks are discounted ten percent if requisitioned for University business use.

Personal purchases may be paid for by cash, check, Visa, Mastercard, Discover, or a Bradley Quick cash account.

### 2. University ID (Quickcard)

All University faculty should obtain a personal identification card by visiting the Controller's Office in Swords Hall. The Quickcard serves as a personal ID card and library card as well as having features allowing for a depository account to purchase vending, copying, bookstore, and food services.

Faculty should report a lost or stolen ID card to the Controller's Office or by calling 677-FIND (3463). A lost, stolen, or mutilated ID card can be replaced at the Controller's Office for a \$15.00 fee.

### 3. Mail Service

Mail is picked up from the main Peoria Post Office at approximately 7:00 a.m. on business days. First and second-class mail is sorted and distributed to the various buildings after mail is received. Interdepartmental campus mail is picked up and delivered concurrently. Outgoing mail is delivered to the Peoria Post Office at approximately 4:00 p.m. on business days.

All outgoing mail is handled through the Mail Room in Macmillan Hall. All postage charges incurred for department mailings are charged back to the originating department. Special pickups for bulk mailing or special inquiries can be directed to Ext. 2915.

No mail other than official University correspondence will be stamped in the Mail Room. If faculty members wish to insert personal mail with campus pickups it must bear fully prepared postage.

#### **4. Telephone Service**

Bradley owns and operates its own telephone system. All equipment and wiring is University property. Modifications to telephone wiring of equipment may be performed only by the campus Telecommunications Office.

To call another campus extension, dial the called party's four-digit campus number. To place a local call, dial "9" and then the seven-digit number.

Those who have questions, need information, or want to report service problems regarding a telephone, should call Telecommunications at Ext. 3046.

Telecommunications can provide a calling card for placing business calls while traveling. This may require the approval of an administrator.

Instructions may also be obtained from Telecommunications on how to activate special telephone features: receive multiple simultaneous calls; redirect calls; hold, transfer, or conference them; or send real-time or delayed voice messages to other persons on campus.

Virtually every University employee's telephone has access to AUDIX voice mail. AUDIX is an electronic message service that records calls when someone is busy or away from the phone. It also allows users to address messages to one or more other users, and schedule message delivery up to a year in advance.

All department or office administrators receive a monthly printout of all toll calls made from their office extensions. Those who make personal long distance calls from a University telephone must make arrangements to pay for those calls at the end of the month. Those who do not receive a monthly printout should see their immediate supervisor to make the appropriate payment arrangements.

The Bradley University Telephone Directory provides additional information which further explains dialing procedures, special features, and other pertinent telephone information.

For more information on systems, their features, printed documentation and training classes, call Ext. 3046.

#### **5. Duplicating Service**

The Duplicating Center is located in Room 1 of Bradley Hall. The Center specializes in rapid duplicating for small orders of 8 & 1/2 x 11 or 8 & 1/2 x 14 materials, and can generally provide service within 24 to 48 hours for larger orders. The hours are 8:00 a.m. to noon and 1:00 to 5:00 p.m., service within 24 to 48 hours for larger orders. Monday through Friday. Fax services are also available.

#### **6. Purchase, Supply or Service Requisition**

All requisitions must be signed by the department chairperson or properly designated person, and approved by the Purchasing Department located in the Controller's Office. Standard requisition forms are available through Office Supply (located within Macmillan Hall).

Each numbered requisition has four colored copies: white, blue, pink, and yellow. The first three copies are to be sent to the Purchasing Department, the yellow to be retained by the requisitioning department or division. (The three copies sent to the Purchasing Department should not be separated.) After action has been taken on the requisition, the pink copy is returned to the requisitioning unit, noting the name of the suppliers and the University purchase order number. A requisition form must never be used as a purchase order for an off-campus purchase.

When materials requisitioned from an outside vendor are delivered by the receiving dock at Macmillan Hall, the materials are signed for and then forwarded to the appropriate area with the following request: "You are requested to open and examine this shipment at your earliest convenience. If merchandise does not conform to that ordered on your requisition number above, notify Purchasing Office within 12 hours of receipt. If no notification of variance is received, the invoice will be processed for payment."

When submitting requisitions, faculty members should be as specific as possible regarding quantity, size, color, and other pertinent details in giving the Purchasing Office information concerning the estimated cost of the material and the date on which the material is needed.

The use of unauthorized purchasing procedures will result in personal liability of the purchaser for the amount of the purchase.

#### **7. Check Cashing Service**

Personal checks in the maximum amount of \$150 may be cashed at the Controller's Office cashier windows upon presentation of your University Quickcard. Second party checks will not be accepted. Hours of service are 9:00 a.m. through 4:00 p.m. on Monday through Friday.

#### **8. Notary Services**

Notary service is available in the Controller's Office and Financial Assistance Offices without charge to students and faculty.

#### **9. Lost and Found Property**

Lost or found articles in a building should be taken to the main office within the building. Offices receiving property should notify Campus Police immediately so that the owner may be located.

Articles lost or found on the University grounds should be taken to the Campus Police Department located in the Parking Deck office (Ext. 2000).

#### **10. Vehicle Registration**

All faculty who wish to park vehicles on University property must register their vehicles with the University Parking Office and purchase a parking tag/decal. If a citation is received for a traffic violation, it should be paid or appealed promptly. During certain events the University may deem it necessary to restrict parking for designated campus areas. Any questions concerning parking or vehicle registration should be directed to the Director of Parking and Conferences (Ext. 2227).

#### **11. Police/Security Department**

The University maintains a Campus Police Department. The purpose of this Department is to provide protection and other services required to assist the



Administration in the orderly conduct of University business. The Department is located in Parking Deck (Ext. 2000).

When on campus, if assistance is needed the University Police can be called directly or through the Bradley Operator (dial '0' for on campus calls; 676-7611 for off-campus calls). Requests for such assistance will be relayed immediately to an on-duty officer.

## **12. Health Center**

The Bradley Health Center operates to provide primary health care for Bradley students and is principally funded by student fees. Routine medical services for faculty should be obtained from personal physicians under care provided through the individual's medical insurance plan(s).

### **Guidelines for Emergencies:**

In the event of injuries or sudden illness, call 9-911 if the emergency appears serious such as a state of unconsciousness, immobility, signs of heavy bleeding, or other abnormal signs.

Please notify University Police (Ext. 2000) if non-emergency conditions warrant assistance in the workplace.

## **13. Dining Facilities.**

The University's dining facilities are located in the Student Center. Serving hours are:

Hot breakfast:	7:30 a.m. - 9:00 a.m.
Continental breakfast:	7:30 a.m. - 10:30 a.m.
Lunch:	11:00 a.m. - 1:30 p.m.

The Alumni Reunion Dining Room of the Student Center is available for faculty and staff dining during the fall and spring semesters during lunch hours 11:00 a.m. - 1:30 p.m.

For special needs or banquet/dining facilities please contact the Student Center Operations Office at Ext. 3054.

## H. Faculty Teaching, Research, and Creativity

[\(Revised May 3, 2000 and September 21, 2000\)](#)

In concert with the established goals and objectives of the University, the Administration of Bradley University encourages excellence in teaching, scholarship, research, and creativity. These activities may take various forms depending on individual disciplines.

### **1. Office for Teaching Excellence and Faculty Development (OTEFD)**

a. The mission of the Office for Teaching Excellence and Faculty Development (OTEFD) is to encourage excellence in teaching, scholarship, research, and creativity at Bradley University. The following are its primary goals:

- 1) To support special projects and grants to improve research, creativity, and teaching effectiveness.
- 2) To support the efforts of faculty to solicit grants and contracts from agencies and other sponsors in cooperation with the University Advancement Office.
- 3) To coordinate the University review and approval of proposals for grant and contract funding.
- 4) To support and encourage instructional innovations and faculty research to improve teaching effectiveness.
- 5) Together with Information Resources and Technology to advance appropriate instructional technology and its use in all phases of the educational process.
- 6) To undertake other programs to enhance the ability of faculty to attain their goals in research, scholarship, creativity, and teaching.

b. There are directors within OTEFD for Teaching and Learning Excellence Programs and for Research Development. The OTEFD Directors report to the Associate Provost for Research and Dean of the Graduate School. The Associate Provost for Research and Dean of the Graduate School serves as ex officio chair of the Board for Teaching, Research, and Creativity.

### **2. Board for Teaching, Research, and Creativity (BTRAC)**

a. BTRAC will have a rotating membership composed of the past three years' recipients of the Rothberg, Putnam, and Caterpillar Inc. New Faculty Achievement Awards for Teaching and Research and First Year Faculty Award. The Chairs of the Teaching and Learning Excellence Committee and the Research Excellence Committee shall serve as ex officio, nonvoting members. The Board and its committees provide guidance to the OTEFD Directors concerning teaching/learning and research/creative production policies and programs, and serve as review panels for internal grant programs. In addition, the Board advises the Associate Provost for Research and Dean of the Graduate School and the University administration in decision-making involving the University's support for teaching, research, and creative production.

The Board has two standing committees, one focused on research and creativity and the other on teaching and learning excellence.

b. The Teaching and Learning Excellence Committee (TLEC) will have a rotating membership composed of the past three years' recipients of the Putnam and Caterpillar Inc. New Faculty Achievement Awards for Teaching and Research and First year Faculty Award. The Director(s) for Teaching and Learning Excellence Programs shall serve as an ex officio, nonvoting member(s) and Committee chair.

The Research Excellence Committee (REC) will have a rotating membership composed of the past three years' recipients of the Rothberg and Caterpillar Inc. New Faculty Achievement Awards for Teaching and Research and First Year Faculty Award. The Director(s) for Research Development shall serve as ex officio, nonvoting member(s) and Committee chair. A representative of the Advancement Office and a representative of the Office of the Associate Provost for Information Technology and Resources will serve as ex officio, non-voting members of each committee.

c. The Teaching and Learning Excellence Committee will be responsible for the evaluation and approval of proposals and activities involving University support for teaching. Before awards are made the Associate Provost for Research and Dean of the Graduate School shall review all approved proposals for consistency with University Policy and federal regulatory compliance.

The Research Excellence Committee will have analogous responsibilities pertaining to research and creative production proposals and activities. Both committees may at times participate jointly in implementation of special projects and programs that serve to contribute to the OTEFD's goals and mission.

d. In those cases where an award recipient cannot be a member of TLEC or REC, a replacement will be selected by the Provost and Vice President for Academic Affairs, upon recommendation of the Associate Provost for Research and Dean of the Graduate School from prior year recipients of the relevant awards.

### **3. Guidelines for the Preparation of Proposals Requesting Internal Support for Research and Creativity**

a. The Research Excellence Committee will issue calls for proposals on a regular basis. Such proposals may request funding required for the project to cover student assistants, supplies, materials, typing costs and other charges directly related to the project. Travel and subsistence directly related to research or creative projects, but not travel to professional meetings, may be requested. Funds to support page charges, when such charges are a condition of publication, may be requested. Funding from the Teaching and Learning Excellence Committee may not be requested for budget items contained in the REC proposal.

b. Applications may be obtained from the Office of Teaching Excellence and Faculty Development. Specific details and guidelines are included as part of the application. Applications must include a statement of support by the department chairperson and the Dean of the College in which the applicant is employed or their designees/representatives.

c. The following kinds of proposals are not eligible for funding by the Research Excellence Committee:

- 1) Funding for faculty salary or travel related to sabbatical leaves;
- 2) Leaves with pay for formal study;
- 3) Projects emphasizing specific course or curriculum improvement. Such projects should be submitted for consideration by the Teaching and Learning Excellence Committee;
- 4) Special non-teaching tasks of service to the University or one of its academic units primarily as an aid to the administrative process;
- 5) Other purposes which should be funded within the departments or divisions, colleges, Center for Learning Resources, Library, Computing Services, etc.;
- 6) Funds for publication by non-juried or vanity presses;
- 7) Funding to support a degree completion.

d. In evaluating proposals, the Research Excellence Committee will consider the potential contribution of the project to the discipline, to the recipient's professional growth, and to the University and the scholarly community at large. As in the past, it will be up to the proposer to demonstrate that the project will have significant results. Required in all categories are budgetary evidence and documentation of the in-kind contribution by the researcher and of the contributions by the researcher's department, division, or college to the costs of the proposed project.

e. All research supported by the Research Excellence Committee is subject to the rules and regulations governing all University research. Therefore, in those cases where research involves human beings as research subjects, the researcher must submit the proposed project to the Committee on the Use of Human Subjects in Research for its review. Research involving the use of animals must be submitted to the Institutional Animal Care and Use Committee. Approval, by the respective committee, of projects involving either humans or animals is a prerequisite for the approval of any grant made by the Research Excellence Committee. Before awards are made the Associate Provost for Research and the Dean of the Graduate School shall review all approved proposals for consistency with University Policy and federal regulatory compliance.

#### **4. Guidelines for Teaching Excellence Grants**

a. The Teaching and Learning Excellence Committee will issue calls for proposals on a regular basis. Such proposals may request funding required for any of a variety of instructional improvement projects. Travel and registration costs directly related to instructional improvement in a specific course or courses is eligible, but travel to discipline-specific professional meetings is not eligible. Funding from the Research Excellence Committee may not be requested for budget items contained in the TLEC proposal.

b. The proposal must contain the following items:

- 1) A completed cover page (obtained from the Office of Teaching Excellence and Faculty Development);

- 2) An itemized budget for the project;
- 3) A narrative section which describes the proposed effort and its expected effect on instruction. This section should include but not be limited to the following topics:
  - a) A description of the intended work in sufficient detail to allow the committee to evaluate the proposal;
  - b) A timetable for the project including evaluation;
  - c) A description of the expected effect on instruction and a list of the courses to be affected.
  - d) A description of project personnel, e.g., graduate-assistants, students, consultants;
  - e) A description of proposed methods of assessment of the project success or failure; (This assessment will be a part of the final report on the project.)
  - f) A statement of support by the department chairperson and the dean of the college in which the applicant is employed or their designees/representatives.

**5. Procedures to Facilitate and Support External Grant Applications**

a. University approval is required prior to submission of any request or proposal for external support for research, creative production or sponsored programs involving University personnel. The University has approved the proposal when all appropriate individuals have signed the Sponsored Program Transmittal Form. In special situations where proposed projects fall under an umbrella agreement, contract, or operational arrangement previously approved by the University, the University may establish a process for expedited review of such proposals. Otherwise the following procedures are to be followed:

- 1) A Sponsored Program Transmittal Form, including all appropriate signatures, is to be completed in full. The Office of Teaching Excellence and Faculty Development provides these forms;
- 2) A completed form and two copies of the proposal are to be submitted to the Office of Sponsored Programs prior to submission to the external funding agency;
- 3) Proposals involving requests from corporations or foundations should be shared with the University Advancement Office to avoid possible conflicts in University priorities for fundraisings on the one hand, and grant seeking on the other;
- 4) Faculty members should discuss proposals with their department chairpersons and with the Office of Sponsored Programs as early as possible before submission deadline dates.

b. Should any problem occur regarding application or performance of an externally funded grant or contract for sponsored program or research activity, the Associate

Provost for Research and Dean of the Graduate School or the Director of Sponsored Programs should be contacted immediately. For more information regarding solicitation and performance of externally funded projects and programs, a copy of the Research and Sponsored Programs Handbook can be obtained from the Office of the Associate Provost for Research and Dean of the Graduate School.

# APPENDIX

## Official University *Faculty Handbook* Disclaimer

The Bradley University *Faculty Handbook* contains statements of policies, procedures, and select information, some of which are interrelated. Therefore, certain sections should not be read out of context. The on-line *Faculty Handbook* is the official version and it should not be assumed that any other copies of the *Faculty Handbook* are current.

## Notice: "Service"

The term "service" when used in this *Faculty Handbook* shall be understood to mean service at Bradley University, unless otherwise specified in this *Faculty Handbook*.



## Procedures for making changes and revisions to the *Faculty Handbook*

### **The origin of proposals:**

Proposals for changes in the Faculty Handbook may originate with any member or unit of the University which is governed by the Handbook. Proposals shall be submitted to the Senate President who will bring them to the attention of the Senate Executive Committee prior to disposing of them according to one of the three processes enumerated below with the exception of Handbook Sections I.A.1.-3. Alternatively, proposals may be brought forth from the floor of the Senate.

### **The disposition of proposals:**

Proposals for changes pertinent to all of Chapter V fall under process 3), changes to Section II.B.3.d. fall under process 2), and changes in Sections I.A.1.-3. only need the approval of the President of the University and the Board of Trustees. All other changes fall under process 1). The three processes are:

**1) Proposals which are subject to approval of the Senate, the President, and, at the President's discretion, the Board of Trustees.**

These proposals shall be forwarded by the Senate President to the appropriate Senate standing or ad hoc committee for consideration and recommendation to the Senate.

**2) Proposals which are subject to administrative approval after consulting a standing committee of the Senate or the Senate as a whole, but do not generally require Senate action.**

These proposals shall be forwarded by the Senate President directly to the appropriate standing committee of the Senate when it is clear the committee's charge includes consideration of the topic addressed by the proposal. It is expected that the standing or ad hoc committee shall be consulted by the administration in all phases of the development of a proposal.

**3) Proposals that are informational and only subject to administrative approval after receiving advice from the appropriate advisory committee.**

Proposals of this type shall be forwarded by the President of the Senate directly to the appropriate administrative official. The administrative official will seek the advice of the appropriate advisory committee for their area before rendering a decision. The decision shall then be made known to the Senate as a matter of information. Advisory committees are committees that include faculty representatives and are appointed by the administrator of the unit being advised or by an academic unit. These committees serve to give advice to administrators regarding changes in policies and procedures particular to their area. The advisory committees shall be:

- a) Library
- b) Administrative Computing
- c) Academic Computing
- d) Instructional Technology and Production Services
- e) Facilities, Resources and Services

f) Office of Teaching Excellence and Faculty Development

## Evaluation of the Dean (From III. D. 5.)

### Sample cover letter for the questionnaire used in the annual evaluation

FACULTY QUESTIONNAIRE ABOUT \_\_\_\_\_

DEAN OF THE COLLEGE OF \_\_\_\_\_

#### *Introductory Remarks*

This survey questionnaire is being submitted to all full-time faculty of the College with one year of service or more and a rank of instructor or higher. It is designed to collect information about how the Dean is perceived by the faculty of the College.

Do not put your name on this questionnaire. Your anonymity as a respondent shall be protected at all times.

Please fill it out and return it to the Provost in the enclosed envelope no later than October 15, 20\_\_\_\_.

Your individual response, together with all of the other faculty responses, will be read and tabulated by the Provost. The Provost will then forward the individual responses and the tabulations to the Dean. The Provost will discuss them with the Dean and use them, along with information from other sources, in evaluating the Dean.

The Provost invites you to submit additional, confidential, signed comments on the Dean. Signed comments must be submitted under separate cover. The Provost will hold your comments in strict confidence. The Provost may call you to discuss your comments or ask your permission to share your comments with the Dean.

**Sample cover letter for the questionnaire used in the third year evaluation**

FACULTY QUESTIONNAIRE ABOUT \_\_\_\_\_

DEAN OF THE COLLEGE OF \_\_\_\_\_

*Introductory Remarks*

This survey questionnaire is being submitted to all full-time faculty of the College with one year of service or more and rank of instructor or higher. It is designed to collect information about how the Dean is perceived by the faculty of the College.

Do not put your name on this questionnaire. Your anonymity as a respondent shall be protected at all times.

Please fill it out and return it to the Provost in the enclosed envelope no later than October 15, 20\_\_\_\_.

Your individual response, together with all of the other faculty responses, will be read and tabulated by the Faculty Committee. The Faculty Committee will forward the individual responses and the tabulations to the Provost as part of its final report. The Provost will discuss the report, including the completed questionnaires and the tabulations, with the Committee. Then the Provost will forward the report, including the completed questionnaires and the tabulations, to the Dean. The Provost will discuss the report with the Dean and use it, along with information from other sources, in evaluating the Dean.

The Faculty Committee invites you to submit additional, confidential, signed comments on the Dean. Signed comments must be submitted under separate cover. Please submit your signed comments, if any, to a member of the Faculty Committee. The names and campus addresses of the five members of the Faculty Committee are:

<b>Name</b>	<b>Campus Address</b>
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

The Faculty Committee will hold your comments in strict confidence. The Chairperson of the Faculty Committee may call you to discuss your comments or ask your permission to share your comments with the Provost. If such permission is granted, the Provost may call at a later date to discuss your comments or ask permission to share your comments with the Dean.

## Annual Faculty Assessment of the Dean

College: \_\_\_\_\_ Dean: \_\_\_\_\_ Academic Year: \_\_\_\_\_

<p>In the left-hand column record your degree of familiarity with the Dean's performance in the <u>specified area</u>, where 0 is No Knowledge and 5 is First-Hand Knowledge</p> <p>In the right-hand columns record your assessment of the Dean's performance by checking the appropriate box.</p>						
Knowledge 0 to 5	<b>ASSESSMENT OF LEADERSHIP</b>	Outstanding	Above Expectation	Satisfactory	Below Expectation	Unsatis- factory
	1. Fosters an environment or culture that stimulates excellence in teaching					
	2. Fosters an environment or culture that stimulates scholarship					
	3. Fosters an environment or culture that stimulates service					
	4. Communicates with faculty					
	5. College advocate					
	6. Generates external support, strengthens ties with external constituencies and promotes the college locally and nationally					
<p>Please comment on Leadership:</p>   						
Knowledge 0 to 5	<b>ASSESSMENT OF GOVERNANCE</b>	Outstanding	Above Expectation	Satisfactory	Below Expectation	Unsatis- factory
	7. Allocating resources					
	8. Handling personnel issues, including tenure and promotion decisions					
	9. Using the committee and governance structure of the college					
	10. Conducting department chair elections					
	11. Holding College meetings with appropriate frequency					

Please comment on Governance:

**QUESTIONS ON THE DEAN'S PERFORMANCE**

What are the Dean's strengths?

How can the Dean's performance be improved?

**QUESTIONS ON THE STATE OF THE COLLEGE**

Is the college developing in an appropriate direction and at an appropriate rate? If so, why? If not, why not?

What are the most important challenges facing the College?

**SPACE FOR OPEN-ENDED COMMENTS**

Other comments you may wish to make about the Dean and the College:

## Annual Executive Committee Assessment of the Dean

College: \_\_\_\_\_ Dean: \_\_\_\_\_ Academic Year: \_\_\_\_\_

In the left-hand column record your degree of familiarity with the Dean's performance in the specified area, where 0 is No Knowledge and 5 is First-Hand Knowledge.

Knowledge 0 to 5	In the right-hand columns record your assessment of the Dean's performance and/or appropriate participation by checking the appropriate box.	Outstanding	Above Expectation	Satisfactory	Below Expectation	Unsatisfactory
	1. Planning and Developing Strategy					
Comment:						
	2. Development and Alumni Relations					
Comment:						
	3. Resource Management					
Comment:						
	4. Interest in Student Affairs					
Comment:						
	5. Curriculum Development					
Comment:						
	6. Faculty Development and Evaluation					
Comment:						

	7. Delegation of Authority					
Comment:						
In the left-hand column record your degree of familiarity with the Dean's performance in the specified area, where 0 is No Knowledge and 5 is First-Hand Knowledge.						
Knowledge 0 to 5	In the right-hand columns record your assessment of the Dean's performance and/or participation by checking the appropriate box.	Outstanding	Above Expectation	Satisfactory	Below Expectation	Unsatisfactory
	8. Hiring, Promotions, and Dismissals					
Comment:						
	9. Relationships with Departments and Department Chairs					
Comment:						
	10. Communication Through Chairs to and from the Faculty					
Comment:						
	11 Conduct and Frequency of College Executive Committee Meetings					
Comment:						



COMMENTS ON THE DEAN'S OVERALL PERFORMANCE:

COMMENTS ON THIS QUESTIONNAIRE

## Faculty Evaluation of Department Chairpersons (From III. E.)

For each of the following items, please use the scale below to indicate how you think your department chair rates on that item. Use "Unable to Judge" in situations where the item does not pertain to your relationship with the chair or you have no basis for evaluation. Your assessment will be considered by the dean in preparing the annual evaluation of your chairperson. Your chairperson will ultimately receive this questionnaire.

Name of Chairperson \_\_\_\_\_ Dept. \_\_\_\_\_

Make a check mark in the space to indicate your choice

	Strongly Agree	Moderately Agree	Moderately Disagree	Strongly Disagree	Unable to Judge
<b>1. Teaching, Scholarship, and Service</b>					
A. Encourages high quality Teaching	.	.	.	.	.
B. Encourages professional growth/scholarly development	.	.	.	.	.
C. Encourages high quality research/creative production	.	.	.	.	.
D. Encourages service to the University	.	.	.	.	.
E. Encourages the solicitation of external support to enhance the department's mission	.	.	.	.	.
<b>2. Department Management</b>					
A. Demonstrates appropriate understanding of the mission, function, and needs of the department within the context of the College and University	.	.	.	.	.
B. Creates an environment that motivates the personnel to work cooperatively toward common goals	.	.	.	.	.
C. Invites participation in policy development and in other departmental affairs	.	.	.	.	.
D. Effectively utilizes the faculty in developing departmental plans and priorities	.	.	.	.	.
E. Effectively utilizes the faculty work loads	.	.	.	.	.
F. Equitably assigns faculty work loads	.	.	.	.	.
G. Is fair in evaluating the faculty	.	.	.	.	.
H. Effectively manages the clerical and technical staff	.	.	.	.	.
I. Effectively deals with perceived weaknesses/problems within the department	.	.	.	.	.
J. Handles conflict resolution in a fair and consistent manner	.	.	.	.	.
K. Encourages the mentoring of probationary and part-time faculty	.	.	.	.	.
L. Is helpful to me in getting my job done	.	.	.	.	.
M. Promotes the hiring of high quality faculty	.	.	.	.	.
N. Encourages the promotion, in rank, of high quality faculty	.	.	.	.	.
O. Encourages the recognition of high quality faculty	.	.	.	.	.
P. Effective in retaining high quality faculty	.	.	.	.	.
Q. Effectively guides the budgeting process and the use of	.	.	.	.	.

departmental resources					
R. Recognizes the need and supports the acquisition of instructional and research equipment	.	.	.	.	.
S. Available for consultation with students, staff and faculty	.	.	.	.	.
T. Implements policies and procedures in a fair manner	.	.	.	.	.
U. Completes departmental business in a timely manner	.	.	.	.	.
V. Ensures that departmental records are appropriately maintained	.	.	.	.	.
3. Representation Communication					
A. Administratively represents the consensus of the departmental faculty	.	.	.	.	.
B. Keeps faculty informed of Department, College, and University matters	.	.	.	.	.
C. Maintains an environment for the open exchange of ideas	.	.	.	.	.
D. Acts as an advocate for the Department	.	.	.	.	.
E. Works effectively with the College and University administration	.	.	.	.	.
F. Works effectively with the other department chairs within the college to achieve the department's mission	.	.	.	.	.
G. Promotes departmental interaction with alumni and outside organizations	.	.	.	.	.

**Additional Comments**

A. Comment on the major strengths of the department chair.

B. Suggest strategies or actions that would enhance the chair's effectiveness.

C. Comment on matters which you consider important but which have not been addressed.

D. Overall evaluation of the department chair (please circle):

- Outstanding
- Good
- Adequate
- Needs Improvement
- Unsatisfactory

Please return this questionnaire in a sealed envelope, marked "Confidential," to the Dean of your college by October \_\_\_\_\_, 20\_\_\_\_\_.

# Bradley University intellectual property DISCLOSURE form

(from IV. M)

Original form should be submitted to the Associate Provost for Research and Dean of the Graduate School

1. **Date Filed**

2. **Title of Invention:**

--

3. **Ownership of Invention**

Based on Bradley University's IP policy the inventors believe that the invention is owned by:

Bradley University  The Inventor(s)

Provide the reason

4. **Inventors Identification:**

Inventor Name	Department/ Employer	E-mail Address	% Owner- ship	Date	Signature

5. **Associate Provost for Research Agreement with the Ownership claim:**

Based on Bradley University's IP policy the Associate Provost for Research believes the invention is owned by:

Bradley University  The Inventor(s)

If disagreeing with the inventors, please provide the reasons

\_\_\_\_\_  
Associate Provost for Research and  
Dean of the Graduate School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**Bradley University**

**Declaration of Same-Sex Domestic Partner Relationship (Please type or print)**

	EMPLOYEE	DOMESTIC PARTNER
NAME		
SOCIAL SECURITY NUMBER		
DATE OF BIRTH		
DEPT.		
CAMPUS PHONE NUMBER		

**CERTIFICATION**

<p>I _____ and _____ certify that we live in a committed relationship and are each other's Domestic Partner in accordance with the following criteria and are eligible for University benefits as Domestic Partners.</p> <ul style="list-style-type: none"> <li>• We are each other's sole Domestic Partner and intend to remain so indefinitely.</li> <li>• We are of the same sex.</li> <li>• We are not legally married to anyone.</li> <li>• We share a residence and have done so for at least six months.</li> <li>• We are both age 18 or older and mentally competent to consent.</li> <li>• We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we reside.</li> <li>• We would marry or establish a legally recognized Domestic Partnership if it were available to us under the laws of the state in which we live.</li> <li>• We are jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of at least three of the following (please check): <ul style="list-style-type: none"> <li><input type="checkbox"/> joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills</li> <li><input type="checkbox"/> designation of Domestic Partner as primary beneficiary in: <ul style="list-style-type: none"> <li>my or my Domestic Partner's will, or</li> <li>life Insurance, or</li> <li>retirement Plan</li> </ul> </li> <li><input type="checkbox"/> durable property or health care power of attorney</li> <li><input type="checkbox"/> joint ownership of motor vehicle</li> <li><input type="checkbox"/> joint checking account or joint credit account</li> </ul> </li> </ul>			
SIGNATURE OF EMPLOYEE		SIGNATURE OF DOMESTIC PARTNER	
DATE:		DATE:	

**ACKNOWLEDGMENT**

<p>I understand that I have the opportunity to cover my Domestic Partner under University benefits plans under the same terms and with the same privileges and restrictions that apply to spouses and eligible dependent children. I understand that the benefits I elect for my Domestic Partner using this Declaration will remain in effect as long as I meet the eligibility requirements. I understand that Bradley University is required by the Internal Revenue Service (IRS) to report as tax income Bradley University's share of the premium increase for coverage of my Domestic Partner under the employee or dental benefit plans, and that I will not be able to make pre-tax contributions towards Domestic Partner health or dental expenses under the Flexible Spending Accounts Plan.</p> <p>I agree to notify the University (via the Termination of Same Sex Domestic Partnership) within 31 days if any eligibility requirements listed above and certified in this Declaration are no longer satisfied which would make the Domestic Partner no longer eligible for University sponsored benefits.</p>	
SIGNATURE OF EMPLOYEE	
DATE:	



**Bradley University**

Termination of Same-Sex Domestic Partner Relationship (Please type or print)

	<b>EMPLOYEE</b>	<b>DOMESTIC PARTNER</b>
NAME		
SOCIAL SECURITY NUMBER		
DATE OF BIRTH		
DEPT.		
CAMPUS PHONE NUMBER		

I \_\_\_\_\_ acknowledge that the previously declared domestic  
 (Name of Bradley University Employee)

partner relationship with \_\_\_\_\_ has been terminated effective  
 (Name of Former Domestic Partner)

\_\_\_\_\_  
 (Date)

I acknowledge this form has been completed and provided to the Bradley University Human Resources Department within 30 days of the termination of the registered same-sex domestic partnership. I also acknowledge that a copy of this form has been provided my same-sex domestic partner within the same 30 days.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date