

Webster University Policy Handbook

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Part II - Faculty

Faculty General

Webster University employs four categories of faculty:

- Full-Time Academic
- Adjunct Professional
- Adjunct Academic
- Part-Time

1. Full-Time Faculty: Full-time academic faculty are fully employed by Webster University.
2. Adjunct Faculty: Adjunct professional faculty are fully employed elsewhere in a profession but also teach courses for Webster University. Adjunct academic faculty are employed by an educational institution and also teach courses for Webster University.

Adjunct faculty can be characterized as follows:

- a. They teach for Webster University on a continuing basis.
 - b. They attend departmental meetings for adjunct faculty.
 - c. They attend institutes and workshops for adjunct faculty.
 - d. They are evaluated by students at the end of each course taught.
 - e. They submit course syllabi prior to the beginning of classes.
 - f. They participate in curriculum design through workshops and faculty meetings.
3. Part-Time Faculty: Part-time faculty are persons who are not fully employed by Webster University, but are under yearly contract for half-time or more. Very few Webster University faculty fall into this category.

Administrative Faculty

Faculty members who receive administrative appointments retain their status within their departments as well as other faculty rights

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and privileges. It is expected that administrative faculty will teach at least one 3 credit hour course in an 8 week or 16 week format each year. A person who does not teach during the year will not have the year count toward periodic review or leave.

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Statements of Academic Freedom

1. The faculty, administration and students of Webster University agree to uphold and abide by the 1940 Statement of Principles on Academic Freedom and Tenure of the AAUP with 1970 Interpretive Comments and the statement of Johns Hopkins University that further defines academic freedom, with the modification that the statement on Academic Tenure be supplemented by existing handbook language on FDL status.
2. The faculty, administration and students of Webster University agree to uphold and abide by the Statement on Professional Ethics of the AAUP.

These may be found in the appendix.

Intellectual Property Issues

In June, 1999 the American Association of University Professors (AAUP) adopted two statements: (1) Statement on Distance Education; and (2) Statement on Copyright. These statements are available on the AAUP homepage. These statements can guide us with a common-sense and traditional approach to many of these new situations. The following excerpts from these recent AAUP statements are especially informative:

I. Statement on Copyright

The objective of copyright is, in the words of the U.S. Constitution, to "promote the progress of science and useful arts." To achieve that objective, authors are given exclusive rights under the Copyright Act to reproduce their works, to use them as the basis for derivative works, to disseminate them to the public, and to perform and display them publicly. Institutions of higher learning in particular should interpret and apply the law of copyright so as to encourage the discovery of new knowledge and its dissemination to students, to the profession, and to the public. This mission is reflected in the 1940 Statement of Principles on Academic Freedom and Tenure: "Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition."

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* = Links to existing Webster University sites.

II. Statement on Academic Practice

Within that tradition, it has been the prevailing academic practice to treat the faculty member as the copyright owner of works that are created independently and at the faculty member's own initiative for traditional academic purposes. Examples include class notes and syllabi, books and articles, works of fiction and nonfiction, poems and dramatic works, musical and choreographic works, pictorial, graphic, and sculptural works, and educational software, commonly known as "courseware." This practice has been followed for the most part, regardless of the physical medium in which these "traditional academic works" appear, that is, whether on paper or in audiovisual or electronic form. This practice should therefore ordinarily apply to the development of courseware for use in programs of distance education.

III. Statement on University Copyright Ownership

Situations do arise, however, in which the college or university may fairly claim ownership of, or an interest in, copyright in works created by faculty (or staff) members. Three general kinds of projects fall into this category: special works created in circumstances that may properly be regarded as "made for hire", negotiated contractual transfers, and "joint works" as described in the Copyright Act.

The Copyright Act explicitly requires that a transfer of copyright, or of any exclusive rights (such as the exclusiveright to publish), must be reflected in a signed document in order to be valid. Also, when a work is prepared pursuant to a program of "sponsored research" accompanied by a grant from a third-party, a contract signed by the faculty member would also need to be prepared if intellectual property ownership was shared or assigned.

It is the purpose of this statement to affirm these basic principles as those which underlie our intellectual property rights discussions and practices. In short, we recognize that faculty routinely hold exclusive ownership over work created for traditional academic purposes regardless of medium. In the few cases where a shared ownership right is to be negotiated, a written agreement will be required in advance.

Because of the rapidly changing conditions of technology, particularly in the area of distance education, this statement on Intellectual Property Rights may need to be supplemented in the future.

Online Programs at Webster University

Based on the successful adoption of a "Shared Use" agreement by the Administration and the Faculty Senate, the University's online programs

operate under guidelines that respects these general principles and provides the integrity of the online program offerings.

It is understood that the online platform (WorldClassRoom) developed by the University for the delivery of on-line courses remains the property of the University; that all other material created by the instructor (or instructors, if a joint course development project) for delivering a specific on-line course (or courses) will remain the property of the instructor(s), except that all such course materials prepared under this contract will remain available for use by the University, without additional compensation, in the delivery of future on-line sections of the course subject to the restrictions enumerated herein; that the on-line courses will only be taught by instructors approved and designated by the department chairperson; and that these designated instructor(s) will be separately compensated for teaching each course section.

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Academic Rank

Definition

Academic rank represents the University's recognition of a faculty member's accomplishments in quality of teaching, academic qualifications, professional experience and contributions to his/her discipline, department and the University Community.

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Timing for Promotional Reviews

Promotion may be requested along with Initial FDL Status or Tenure Review, but not before.

Classification:

1. *Lecturer*: A faculty member with the MA or its equivalent (professional experience, two years graduate work, advanced professional study, etc.) who has a part-time or half-time contract will be designated as a lecturer. In the case of a part-time appointment in which the person has an appointment at another institution, his/her rank at that institution prevails.
2. *Instructor*: A faculty member with the M.A. or its equivalent (professional experience, two years graduate work, advanced professional study, etc.) who has a full-time contract will be designated as an instructor.
3. *Assistant Professor*- Faculty members are eligible for appointment as or promotion to the rank of Assistant Professor if they hold

the terminal degree and have exhibited or have the potential for a high level of teaching ability, service to the community and professional contributions in their field.

A faculty member who does not hold the terminal degree may be considered for this, provided that the faculty member's department provides a satisfactory explanation as to why professional experience is equivalent to academic qualification and an appropriate qualification in the area in which the faculty member teaches.

4. *Associate Professor:* Faculty members who possess the terminal degree are eligible to petition for promotion to the rank of associate professor in their 6th year of full-time service as a member of the full-time faculty of an institution of higher learning (inclusive of years of service granted in their initial full-time Webster University faculty contract), provided that they have at least three years experience as a full-time Webster University faculty member at the rank of assistant professor. With the approval of the department faculty an initial appointment can be made at the rank of Associate Professor, if the individual has 6 years of service as a member of the fulltime faculty of an institution of higher learning.

Advancement to this rank implies a high level of teaching ability, professional development, and current and continuing contributions to the faculty member's discipline and the University community.

A faculty member who does not hold the terminal degree may be considered for this rank on the basis of demonstrated teaching ability and exceptional professional experience and achievement, provided that the faculty member's department provides a satisfactory explanation as to why professional experience is equivalent to academic qualification and an appropriate qualification in the area in which the faculty member teaches.

5. *Professor:* Faculty members who have at least three years of experience as a full-time member of the Webster University faculty are eligible to petition for promotion to the rank of professor in their 9th year of full-time service as an associate professor at an institution of higher education or in their 15th year of full-time service as a member of the full-time faculty of an institution of higher learning.

A faculty member who does not hold the terminal degree may be considered for this rank on the basis of demonstrated teaching ability and exceptional professional experience and achievement, provided that the faculty member's department provides a satisfactory explanation as to why professional experience is equivalent to academic qualification and an appropriate qualification in the area in which the faculty member teaches.

Advancement to the rank of professor implies excellence in teaching, substantial relevant professional experience, and current and continuing contributions to the faculty member's discipline and service to the University community.

6. *Professor Emeritus*: An appointment by the President of the University made to the truly rare and most distinguished of faculty who are completing tenure of full-time academic service.

Emeritus status is intended to bring recognition/honor to the recipient and to the University. Those who have served 25 years or more obviously warrant this recognition. Others who have served the University less than 25 years may be nominated for Emeritus Status.

1. On retirement, faculty and administrators who have served 25 years at Webster would be designated Emeritus.
FACULTY - having served full-time during most of their tenure, even though they may have more recently served with reduced load.
ADMINISTRATORS - those serving:
 - a. at levels of or above vice-president, assistant dean;
 - b. as director of extended sites;
 - c. as supervisor of departments with significant budgets and significant numbers of employees.
2. Those with Emeritus Status would continue their association with Webster University for the most part through the department/area from which they retire for the following:
 - a. they would have use of and access to University libraries, stationery, University addresses;
 - b. they would continue to be eligible to attend University social, intellectual and ceremonial events, including plays, movies, lectures, convocations and graduations;
 - c. they would also continue on faculty and administrative mailing lists.
3. Emeritus Status recipients would be invited from time to time to assist the University by serving on committees, representing the University at external events, and in general, serving as a University emissary.
4. The University would attempt to provide shared office space when requested and appropriate.
5. The Vice President for Academic Affairs and President of the Faculty Senate will review those who are to retire each year and forward to the President the recommendation for Emeritus Status those who are eligible.

An exception to eligibility criteria would be reviewed on the recommendation with rationale provided from the department from which the individual is retiring.

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Faculty Status

There are four types of full-time faculty contracts:

1. Visiting Professor
2. Non-Status
3. Probationary Status
4. Continuing Status

Visiting Professor

A visiting professor faculty contract is a non-renewable one-year contract which provides opportunities for artists-in-residence or visiting professorships.

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Non-status

A non-status track appointment is a one year full-time appointment which cannot be construed as necessarily leading toward Continuing Status. Non-status track appointments may be offered only to meet the needs of developing programs or temporary enrollment increases, to provide temporary replacement positions, or to provide flexibility for innovative or experimental positions.

Non-status track appointments may be renewable. Faculty with Non-status track appointments enjoy all the rights and privileges of other full-time faculty members including membership in the Faculty Assembly. The following terms further describe these appointments:

1. Faculty rank and promotion are not restricted by the non-status track position. Current guidelines and procedures apply.
2. The established faculty review process applies to faculty members with non-status track appointments.
3. The need for a non-status position should be reviewed annually. After three years the position should normally be converted to status track (i.e., probationary). If it is determined at this time that the change to status contract is premature, the decision may be postponed for a maximum of two more years.
4. The procedure for the review of the position is as follows: The Chairperson of the department will meet with the appropriate Dean (s) to determine the future of the non-status contract.
5. The criteria for review of non-status positions are based upon:
 - a. Demonstrated needs of the department
 - b. Demonstrated needs of the Institution

6. When a position is converted to status track:
 - a. The person who previously held the position can be offered the status position if the position was originally advertised as possibly leading to continuing status and if the person was originally hired after a national search conducted according to affirmative action guidelines.
 - b. If the position was not originally advertised as possibly leading to continuing status, the position should be reopened and advertised.
7. Faculty members whose non-status track appointments are converted to status track appointments may apply up to five years of their prior Webster University service toward their probationary period. Faculty may choose to apply fewer than their accumulated years of service.

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Probationary Status

Meaning of Probationary Status

Most faculty members begin their careers at Webster on Probationary Status. During the probationary period, they enjoy all the rights and privileges of faculty members including membership in the FCA and the protection of academic freedom subject to those limitations described below.

In exceptional cases, upon recommendation of the dean and department chairperson, Continuing Status may be offered incoming faculty members.

Starting Date

Probationary status begins with the starting date of the first full time contract offered to new faculty members.

Probationary periods fall into two categories:

1. For those beginning their full-time teaching careers, this period shall not exceed seven academic years.
2. For those with two or more years full-time prior teaching experience at another institution of higher education, this period shall not exceed five academic years. In either case, Continuing Status may be offered or sought before completion of the probationary period, providing the probationary period is not less than one academic year.

All probationary faculty must be evaluated annually by the appropriate department.

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Continuing Faculty Status

Faculty who have had continuing full-time contracts in the University for more than seven years must have been granted one of the two options described hereafter. With the contract for the third year, each full-time faculty member will declare a preliminary choice of one of the two options to the CRF and appropriate dean(s).

Webster University confers continuing faculty status:

1. to attract and retain men and women of ability in the teaching profession;
2. to evoke the commitment of one's energies to the progress of the educational institution;
3. to promote unity in the achievement of the educational goals of the institution;
4. to promote long-range goals with the prospect of seeing them through, especially in the face of difficulties.
5. to encourage and preserves an atmosphere of academic freedom and research.

Two types of continuing faculty status are granted and recognized by the University:

1. Tenure: Tenure means that faculty members are assured continuous appointment within the academic body of the University.
2. Faculty Development Leave Status (FDL): Faculty Development Leave Status is designed to provide a second option to faculty members planning their future at Webster. The accelerated leave feature of FDL promotes and supports faculty development and professional achievement. Faculty members who have successfully completed status review and who have not applied for Tenure are granted FDL Continuing Faculty Status. Once granted FDL (continuing faculty status), faculty members are subject to continuing status reviews every fifth year.

The University does not distinguish between Tenure and FDL status as regards the value, achievements or contributions of faculty members. The same criteria are applied to applicants for either status.

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Faculty Review Procedures

Peer evaluation is an integral feature in the assessment of professional competence. Webster University has developed the following set of procedures to provide a fair and effective system of professional peer evaluation.

Review of faculty with Probationary Status

1. Probationary Status is a time of primary evaluation of a faculty member; probationary faculty members are reviewed annually by the appropriate department.
 - a. The review is conducted by the department chairperson who, at a minimum, solicits information, according to department guidelines from all other department faculty and from students enrolled in or who have taken courses from the faculty member under review.
 - b. The departmental chairperson (or departmental committee) will conduct the review based on departmental guidelines. When a department has three faculty members or fewer, the chairperson may impanel a review committee that includes faculty from outside the department. In this situation, the committee will be selected in conjunction with the appropriate dean. Notification of the committee selection will be sent to the Faculty Senate President. Following the evaluation, the departmental chair will create an evaluation report summarizing relevant letters, teaching evaluations, etc.
2. The procedure for notification of results is as follows:
 - a. Positive probationary evaluation will result in the renewal of contract for the following year. The department chair shall give a written copy of the evaluation report to the probationary faculty member and the appropriate Dean(s).
 - b. Notification of a Negative Review
 1. If the departmental review is negative, the chairperson shall meet with the faculty member to discuss the review at least ten days before the submission of the evaluation report to the appropriate Dean(s). At this meeting the chairperson shall give a written copy of the evaluation report to the faculty member.
 2. The faculty member shall have seven days to respond in writing to the evaluation report. This response must be transmitted with the report to the appropriate Dean(s). The faculty member has the right to review written testimony related to comments in the report. However, the names of persons submitting the testimony must be removed.
 3. The faculty member shall be sent a copy of the evaluation report as it is transmitted to the appropriate dean(s). The probationary faculty member has the right to meet with the Dean in a timely fashion following the faculty member's receipt of the report.
 4. Notification of negative evaluation is conveyed by the department chairperson to the appropriate Dean(s) with a recommendation the non-renewal of contract or the issuance of a terminal contract. The Dean has the right to

review written testimony related to comments in the report. If the Dean employs separate testimony different from the information provided by the department, the probationary faculty member must be given an opportunity to review and comment on the testimony prior to the meeting with the Dean.

5. The schedule for official notification of intent not to renew a contract is:

1. First academic year

Review is completed by February first and notification is given not later than March first if the contract expires at the end of the academic year; or, if an appointment terminates during an academic year, at least three months in advance of its termination.

2. Second academic year

Review is completed by November fifteenth and notification is given not later than December fifteenth if the contract expires at the end of the academic year; if, if the appointment terminates during an academic year, at least six months in advance of its termination.

3. Third or more academic year

Review is completed by March first and notification is given no later than twelve months before the expiration of the final (terminal) contract.

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Procedures for Initial Review and Continuing Status Review

A Webster faculty review passes through three offices:

1. The Committee to Review Faculty
2. The appropriate Dean
3. The Chief Academic Officer

The following are the steps and safeguards in each office. After this general overview, procedures and standards for each kind of review are given.

1. The Committee to Review Faculty (CRF)

- a. Faculty members submit to the CRF a current vita and any other written information they consider pertinent. CRF shall from time-to-time, on its own initiative or as requested by the Faculty Senate, submit to the Faculty Senate for its approval

procedures and guidelines for petitioners and departments. Procedures approved for the following academic year shall be distributed to departments and faculty members no later than April 1st.

- b. The department chairperson shall submit to CRF materials required by applicable CRF procedures and guidelines. (See A.I. a. above.) This information should be accompanied by a signed statement from the faculty member under review verifying the faculty member's knowledge of the materials being submitted by the department
- c. The CRF makes public notification to the University community that the faculty member is undergoing initial status review and invites all concerned members of the community to give written testimony to the Committee. Criteria for evaluation will be posted along with notification.
- d. A draft statement of the review will be made available to the individual faculty member at least fourteen days prior to the submission of the final report. The faculty member has seven days to respond in writing to the draft, if desired.
- e. The faculty member being reviewed may appear before the Committee to review the draft and respond to the draft in writing. The faculty member has the right to review written testimony related to comments in the report. The names of persons submitting the testimony shall not be acknowledged.
- f. The final CRF report for each individual will be distributed to the:
 1. Faculty member under review
 2. Department Chairperson
 3. Appropriate Dean
 4. President of the Faculty Senate

2. The Appropriate Dean

- a. The appropriate dean is that dean who has administrative responsibility for the department or program to which the faculty member has major contractual responsibility.
- b. The dean may request and receive any CRF data file
- c. The dean may:
 1. agree with the committee and forward the report to the Chief Academic Officer with or without comment
 2. disagree with the committee, in which case:
 - a. the dean prepares his/her reasons for disagreeing in writing, and gives the committee the written disagreement. The dean also shares with the petitioner the reasons for disagreeing and provides the petitioner an opportunity to respond in writing. This response will also be given to CRF. If the Dean employed separate testimony different from the information utilized by CRF, the petitioner and CRF must be given an opportunity to review and comment on the testimony prior to the meeting between CRF and the

- b. the CRF and the dean meet to try to reach an agreement. If no agreement is reached, the committee's report, the dean's written disagreement, and the file of data are passed to the Chief Academic Officer
 - c. If no agreement is reached [i.e., between CRF & dean] the CRF report, the dean's written disagreement, and the file of data are forwarded within seven days to the Vice President for Academic Affairs (VPAA.) The VPAA meets preferably within two weeks with CRF and the dean to attempt to resolve their differences.
3. The Vice President for Academic Affairs makes the final decision and informs all the parties.

Disposition of recommendations regarding Promotion

1. If CRF and the dean agree regarding a request for promotion, the dean so informs the Vice President for Academic Affairs (VPAA) in writing, sending a copy to CRF.
 - a. If the VPAA concurs with the recommendation of CRF and the dean, he/she forwards that recommendation to the VPAA.
 - b. If the VPAA disagrees with the recommendation of CRF and the dean, he shall meet within two weeks with CRF and the dean and attempt in good faith to resolve the disagreement.
2. If CRF and the dean disagree regarding a request for promotion, the CRF report, the dean's written recommendation, and the file of data are forwarded within seven days to the Vice President for Academic Affairs (VPAA.) The VPAA meets preferably within two weeks with CRF and the dean to attempt to resolve their differences.
3. The VPAA makes the final determinations, subject to the by-laws of the Board of Trustees, and informs the petitioner, the CRF, and the dean of the decision.

Suspension of Status Review Process

If in the course of the review process, CRF receives important information about the petitioner in areas not directly related to the review criteria or of such a nature that CRF is not in a position to evaluate this information, the CRF chair may forward such information to the Vice President for Academic Affairs and the President of the Faculty Senate.

If the Vice President for Academic Affairs and the President of the Faculty Senate find that this information warrants further consideration, they shall inform the petitioner and the CRF that the review process has been suspended for up to six weeks in order for the information to be reviewed. By the end of the six week suspension either the matter shall be resolved and the status review process resumed, or the Chief Academic Officer and the President of the Faculty Senate shall confer with the petitioner, and with the concurrence of the petitioner, may continue the suspension of the review process until the next academic year, extending the

probationary period one year.

Under no circumstances shall the probationary period be extended beyond one additional year.

CRF disposition of files

CRF shall maintain materials submitted by petitioners in a secure for a period of one academic year following the issuing of its reports and recommendations; thereafter CRF shall return personal portfolios to petitioners and destroy all other materials.

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Criteria for Evaluation

The criteria are established to accommodate the varying roles of faculty as defined by their contractual agreement with the University. Faculty members are expected to be qualified classroom teachers and have competence in their academic disciplines commensurate with the educational goals of the University.

The following criteria will be used in making the initial status determination and for continuing status periodic reviews.

- a. classroom teaching and advising
- b. professional development appropriate to the individual's discipline
- c. service to the University, academic and professional communities.

For faculty members whose primary responsibility is teaching, the classroom teaching criterion will be the most significant for their reviews.

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Initial Status Review Procedure

Faculty who have had continuing full-time contracts in the University for more than seven years must have been granted one of the two options, Tenure or FDL, described above. With the contract for the third year full-time faculty members must notify, in writing, their chairpersons, the Chairperson of the CRF, and the President of the Faculty Senate, and the appropriate dean(s) of the continuing status option (Tenure or FDL) they intend to exercise. The initial status review will be conducted by the CRF.

1. To change from Probationary to Continuing Status, full-time faculty members are required to undergo an initial status review by the Committee to Review Faculty.
2. Full-time faculty members with Probationary Status who are scheduled for review have two options available under Continuing Status:
 - a. Option I - Tenure;
 - b. Option II - FDL.
3. TIMING OF INITIAL REVIEW FOR TENURE. Initial reviews for tenure will be conducted during the sixth year of the probationary period. A faculty member who is granted tenure may apply immediately for a Sabbatical for the following year.
TIMING OF INITIAL FDL REVIEWS. Initial reviews for FDL status will be conducted in the sixth year of the probationary period. However, faculty seeking FDL status in the 2006-07 or 2007-08 academic year may have their initial status reviews conducted during the fifth year of the probationary period, but no later than the sixth year.
4. The Committee to Review Faculty may recommend FDL status instead of Tenure for faculty members undergoing initial status review. This may occur when the Committee determines on the basis of the testimony it receives, that a disproportionate number of the faculty member's department colleagues are already tenured. The Committee shall consult with the faculty member under review before making such a recommendation.

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Final Determination of Status

The Vice President for Academic Affairs will make final determination on requests for FDL and Tenure status.

If a request for FDL Status or Tenure is ultimately denied, the faculty member will be issued a one-year terminal contract.

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Continuing Faculty Status Review

For those faculty members with FDL Continuing Faculty Status, reviews will be conducted at least every fifth year in addition to the annual departmental evaluations in consultation with the appropriate dean. Faculty members with FDL Status who have not been evaluated in the preceding four years will automatically be scheduled for a review of continuing status in the fifth year.

Process:

Full department reviews will be conducted for continuing status reviews renewals. If a positive department review has been supported by seventy-five percent (75%) or greater of the voting members of the department, the CRF will defer to the recommendation.

If the department review is negative, or positive with less than 75% support from the voting full-time faculty members casting votes of the department, then the CRF will conduct its own independent review process and follow the same procedure as with an initial status review

For a department with fewer than five full-time members outside reviewers from other departments may be added to the department review committee to bring the number of committee participants to four.

Final Determination:

1. A positive review will serve as a renewal of the rights and obligations that accompany FDL status, and the faculty member will have Continuing Faculty Status renewed for an additional five years.
2. A negative review will result in the issuance of a one year terminal contract. However, the faculty member has the option of scheduling a second CRF review prior to March first of the terminal contract year.

A second negative review will sustain the terminal contract. A positive review will result in a reinstatement of the faculty member to Continuing Faculty Status.

Departments are to notify CRF in writing by December 15th of the results of all Continuing Faculty Status Reviews, whether or not CRF action is required.

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Change of Continuing Faculty Status

The University recognizes the right of faculty to request a change of continuing status option.

FDL to Tenure: A faculty member with FDL can at the time of periodic review petition for a change of status from FDL to Tenure. A negative review will invoke the same procedures as any negative review that is followed by a negative decision on the request for tenure by the Chief Academic Officer (VPAA) and will result in the return of the individual to FDL status. Future leaves will be calculated from the time of the last leave and with respect to the status option held by the faculty member during the year of the next scheduled leave.

Tenure to FDL: A faculty member with Tenure can petition for a change of status from Tenure to FDL. The university will conduct a Continuing Faculty Status Review. A negative review will invoke the same procedures as any negative review that is followed by a negative decision on the request for tenure by the Chief Academic Officer (VPAA) and will result in the return of the individual to Tenure status. Future leaves will be calculated from the time of the last leave and with respect to the status option held by the faculty member during the year of the next scheduled leave.

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Leaves and Sabbaticals

Length and Payment

Faculty Development Leaves

- a. A faculty member with FDL status is eligible for a one semester FDL at half salary, or a summer FDL (salary negotiable), in his/her fourth year at Webster University, or fourth year since the last FDL.
- b. A faculty member with FDL status is eligible for a one semester FDL at full salary or a one year FDL at half salary in his/her fifth year at Webster University, or fifth year since the last FDL.
- c. A faculty member with FDL status is eligible for a one semester FDL at full salary plus a summer FDL at full salary in his/her sixth year at Webster University, or sixth year since last FDL.

A faculty member is not eligible to take a leave unless and until granted Continuing Faculty Status. However, a faculty member may request a leave simultaneous with the initial request for status.

Sabbaticals

A tenured faculty member is eligible for a one year sabbatical at half salary or a half year sabbatical at full salary in his/her seventh year at Webster University, or in the seventh year since the last sabbatical.

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Procedures for Obtaining Leaves and Sabbaticals

1. A faculty member desiring a sabbatical or FDL should apply to his/her department by November first of the preceding academic

year. The application should include a reasonable goal and a tentative outline for reaching that goal. A copy of the application should go to the appropriate dean.

2. The dean and the department will each make recommendations in writing and send copies to the other and the faculty member by December fifteenth. It is expected that, barring financial exigency, reasonable plans will be approved. Negative recommendations must be accompanied by a statement of the grounds for rejection.
3. In cases where a faculty member is not attached to a department, or where there are two or fewer members in a department, a committee consisting of three faculty members (one chosen by the faculty member, one by the President of the Faculty Senate, and a third by agreement of the preceding two) will make the recommendation.

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Workload for Full-Time Faculty Policy Statement

Webster University holds that the individual faculty appointment entails a variety of activities which, ideally, should function interdependently and inseparably. As a consequence, the development of any formula or set of formulas for the precise quantification of faculty workload seems neither feasible nor desirable. However, certain guidelines of a more general nature may be established to insure that faculty workload is distributed equitably and that the individual faculty member's assignments are conducive to the development and maintenance of academic excellence.

Elements of Faculty Load

Teaching, in the obvious and apparent sense of conducting classes, grading papers, conferring with students registered for independent study projects, and the like, traditionally has been the most visible and hence the most quantified faculty activity. In this area, the University is publicly committed to genuine excellence - not just minimal competence - and necessarily must meet this commitment.

An integral part of good teaching, of course, is adequate preparation for classes, discussions, conferences, etc. If teachers are not to lose their effectiveness, they must have time for preparation in a broader sense. They must keep abreast of new developments in their discipline, review and master more fully materials already familiar, and perhaps engage in original research. In an institution such as Webster interdisciplinary activity is emphasized and students and faculty are often regarded as co-learners. It is important that "general preparation" be understood in a broad and comprehensive way. Thus, an adequate definition of faculty load should take into account not only development within one's chosen discipline but broader intellectual and personal growth as well - for the purpose of self-development or self-renewal. Development within one's discipline may be evidenced by research, publication, lectures, reading of scholarly publications, membership in professional societies and attendance at meetings of such societies, and/or equivalent activities

such as exhibitions for the visual artist, performances for the actor or musician, etc. Evidences of broader intellectual and personal growth are admittedly harder to specify; but in the context of Webster, participation in interdisciplinary activities would seem to be one important indicator of development beyond the confines of a single discipline.

Finally, one must recognize advising and counseling as among the most time consuming activities of a faculty member's day. These include both formal advising, whether of freshman advisees or departmental majors, and the more informal advising and counselling that are associated with everyday teaching duties. Although already major faculty responsibilities, such direct student contacts seem likely to increase significantly as the University moves toward a more open educational environment; and they must be taken into account when the general problem of faculty load is considered.

The order in which these various activities have been taken up is not intended to suggest ranking according to importance. Such ranking would be undesirable, for each activity ideally should function as a close complement to the others. Indeed, faculty members who are charged with so much responsibility in some of the areas that they cannot give proper attention to the others, should be permitted a change in workload so that faculty members may achieve a better balance. In this connection, the area most difficult to access is that of "general preparation". Faculty members' effectiveness as teachers and scholars soon diminishes if they cannot devote adequate time to prepare. Therefore, it must be guaranteed that faculty do not have such heavy course loads and advising loads that they are not able to develop and renew themselves on a regular basis.

Faculty are also encouraged to participate in governance activities, mainly in committee membership. While the importance of this activity cannot be denied, it does not seem imperative that every faculty member participate in it at all times. Consequently, relatively less weight should be given to this area in the formulation of workloads than to each of the others mentioned.

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General Guidelines for Faculty Load

Many of the responsibilities previously discussed are extremely difficult to quantify. To provide a measure of insurance that adequate attention may be continually granted to these responsibilities, an individual course load should involve no more than nine credit hours per semester, or, where multiple sections of a course are necessary, not more than twelve credit hours, and in no case should there be more than six different three-hour course preparations or the equivalent per academic year. (It is understood that in certain cases these guidelines will not be literally applicable. In these cases, however, the general guidelines must serve as the basis for equivalence.)

Moreover, since the University seems to be moving toward more independent study programs, student sabbaticals, cooperative

teaching, advising and counselling, etc., these activities should form part of the course load rather than comprising additions to it. Methods of determining equitable equivalences between these recently instituted activities and traditional courses should be established as the University evolves.

Furthermore the following considerations should be taken into account when individual faculty assignments are being made:

No two courses are exactly alike, and some differences between individual loads are therefore to be expected within a common twelve-hour, nine hour, or six-hour policy. Serious inequity should be avoided, however, and the most frequent sources of difficulty are easily identified:

1. The number of different course preparations should be considered, not only the total class hours per week.
2. Special adjustments may be appropriate for the faculty member introducing a new course or substantially revising a previous course. This is a matter of institutional self-interest as well as of equity; if the new course has been approved as likely to strengthen the institution's program, all appropriate measures should be taken to ensure its success.
3. Extreme differences in scope and difficulty between courses should not be overlooked merely because contention might be provoked on other less obvious imbalances. The difference in difficulty between some courses is so pronounced that no faculty member concerned would deny the existence of the discrepancy. Such imbalances may occur not only between courses in different disciplines but within the same discipline. In some subjects the advanced course is the more demanding; in others, the introductory course. One course may entail constant student consultation; another may entail a heavy burden of paperwork. At least the more obvious discrepancies should be corrected.
4. The size of the classes taught should also be considered. The larger class is not always more demanding than the smaller class; but it does not follow that the question of class size can safely be ignored. In a given institution there will be many generally comparable courses, and for these the difficulty will probably be directly proportionate to the number of students involved.

Regardless of the particular circumstances, it should be possible by formal or informal means to avoid serious inequities on these four major points.

Finally, grievances in matters pertaining to workload should be addressed to department chairpersons. If redress should not be available therefrom, appeals should be made to the Faculty Senate.

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Salary and Benefit Information

Salary Negotiations

The procedure for faculty members who wish to institute salary negotiations shall be as follows:

A faculty member desiring a raise in salary over that offered will negotiate with his/her department chairperson. When the negotiations have been completed, the chairperson will present the total salary figure to the appropriate Dean. When consensus is attained, contracts are tendered. If consensus between the department chairperson and the faculty member is not attained, the faculty member has the alternative of engaging in negotiations with the appropriate Dean.

Both the department chairperson and the appropriate Dean have the prerogative of recommending specific raises. The department chairperson's salary will be determined through negotiation with the appropriate Dean.

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Baseline Formal Benefits for Full-Time Faculty

Baseline incentives are necessary to keep Webster University competitive. The benefits affect two areas -- the faculty member and his/her family. Benefits must be attractive and functional for both potential and present faculty.

Baseline incentives are of two types -- those benefits which provide services and those benefits which provide financial reward.

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Retirement Benefits (under review Fall 2007)

Retirement Plan

The Webster University Retirement Plan is a defined contribution plan that operates under Section 403 (b) of the Internal Revenue Code. Full-time faculty are eligible to participate in the Plan after completing one year of service. Previous employment at a college or university for 12 months preceding employment at Webster University will be counted toward this waiting period. Employee pre-tax contributions are required for participation in this plan and are matched with contributions from the University as shown below. Vesting in the plan is immediate. You may contribute more than 6% and maximum contribution amounts are subject to Internal Revenue Code Regulations. There are a variety of investment options available to participants and administered by TIAA-CREF.

Plan Contributions as a Percentage of Compensation

By the Participant	By the University
1 %	2.0 %
2 %	4.0 %
3 %	5.5 %
4 %	6.5 %
5 %	8.0 %
6 %	9.5 %

The University also offers a separate Supplemental Retirement Account by which all full-time and part-time employees, including adjunct faculty, may make pre-tax contributions to an account with TIAA-CREF. A variety of investment options are available. There are no matching contributions by the University in this plan.

Details about both of these retirement plans, investment options and contribution limits may be obtained from the Human Resources Department.

Retired Faculty Benefits

The following benefits are available to employees who retire with at least 10 years of service at Webster University:

- Tuition remission for courses taken at Webster University
- Continued free access to all University recreational facilities.
- Continued access to Theatre and Music Department performances in addition to all departmental activities, lectures, and presentations at the University.
- Full service use of the University libraries.

Early Retirement Benefits

Employees retiring before age 55 with at least five years of full-time service may continue medical insurance, at the retiree's expense, if they are not eligible to be covered by another group medical plan. Coverage may continue until the retiree is eligible for Medicare.

Dental and vision insurance may be continued at the retiree's expense for up to 18 months from the date coverage would otherwise terminate.

Employees who are at least 55 years old with 5 to 14 years of service may elect to continue medical insurance, at the retiree's cost, until eligible for Medicare. Dental and vision insurance may be continued at the retiree's cost for up to 18 months from the date coverage would otherwise terminate.

Employees who are at least 55 years old with 15 years of full-time service will be allowed to continue their group medical and dental insurance coverage with the University until they are eligible for Medicare. The retiree will pay 50% of the premium for these coverages and the University will pay the remaining 50% of the cost. Vision insurance may be continued at the retiree's expense for up to 18 months from the date coverage would otherwise terminate. Retirees may continue life insurance at the retiree's expense until reaching the age of 70.

Employees who are at least 55 years old with 20 or more years of service will be allowed to continue their group medical and dental insurance with the University until they are eligible for Medicare. The University will pay 100% of the cost for these coverages. These retirees may continue vision coverage at their expense for up to 18 months after the loss of coverage. Life insurance may be continued at the retiree's expense until age 70.

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Insurance Benefits

Full-time faculty are eligible for group insurance benefits sponsored by the University as described below effective on their initial date of employment. Insurance coverage is continuous with each successive academic contract. Notification is given of plan changes that may occur from time to time.

Medical

The University offers a group medical insurance plan for its full-time employees. The plan provides hospital, medical and prescription benefits which are fully described in brochures given to participants at the time of enrollment. An increased level of benefits is available through using network providers. Employees are given the option to purchase this coverage for their dependents.

Dental

The University offers a group dental insurance plan for its full-time employees. The plan includes benefits for preventative, basic and major dental expenses. The plan booklet which is received at the time of enrollment gives a full description of these benefits. An increased level of benefits is available through using network providers. Employees are given the option to purchase this coverage for their dependents.

Vision Care

The University provides a Vision Care insurance plan designed to encourage you to maintain your vision through regular examinations and to help with vision care expenses for required glasses or contact lenses. Participants receive brochures which describe the details of this coverage. Employees are given the option to purchase this coverage for their dependents.

Section 125 Plan

Under the Section 125 cafeteria plan full-time faculty members may elect a pre-tax salary reduction to pay for qualified medical expenses, dependent care expenses and any insurance premiums required for dependent medical, dental and vision insurance. Under the medical and dependent care account, participants submit their qualified expenses for reimbursement under the plan. Participants are required to re-enroll on an annual basis and any monies remaining in the reimbursement account after the end of a plan year will be forfeited.

Life and AD&D Insurance

The University provides \$150,000 in life and accidental death & dismemberment insurance for each full-time faculty member. At age 70 the insurance is reduced to \$97,500 and at age 75 it is reduced to \$45,000. The University pays the full premium for this coverage.

Long Term Disability Insurance

Full-time faculty members are covered under the University's long term disability insurance program. This program provides for salary continuation in the event a participant becomes totally disabled for a period of 90 days or longer. The monthly benefit under this plan is equal to 2/3 of an individual's monthly pre-disability earnings up to a maximum of \$8,000 per month. Under this program, the insurance company will also continue contributions into the faculty member's TIAA / CREF retirement plan.

Travel Accident Insurance

The University provides travel accident insurance at no cost to the individual for those faculty members traveling on official business for the University. All modes of commercial transportation are covered, including privately owned automobiles.

Worker's Compensation Insurance

Faculty members (full-time or part-time) are covered by Worker's Compensation if injured on the job during the course of employment. The University pays the full premium cost for this coverage.

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Leave Benefits

Bereavement Leave

In the event of a death in the faculty member's immediate family, the employee will receive a leave with full pay for up to ten calendar days.

Sick Leave/Salary Continuation

In the event a full-time faculty member becomes unable to work due to personal medical conditions, the faculty member will receive full salary continuation for:

- Up to two (2) months if the faculty member has three or fewer years of service and
- Up to six (6) months if the faculty member has more than three years of service.

Personal Leave

A personal leave is generally an unpaid leave of absence. To request a personal leave or a leave of absence for one semester or longer, the faculty member shall submit a request to the appropriate department chairperson in writing. The department chairperson can act on such a request or consult with the appropriate Dean and President of the Faculty Senate, depending on the nature of the request. The leave must also be approved by the Vice President for Academic Affairs or his/her designee.

Family and Medical Leave

All full-time faculty members are covered by the Family and Medical Leave Act of 1993.

All eligible University employees may be granted up to twelve (12) unpaid weeks of leave during any rolling twelve (12) month period because of:

- The birth of his/her child or placement of a child through adoption or foster care; or
- The serious health condition of a spouse, domestic partner, dependent son or daughter, or parent of the employee; or
- A serious health condition of the employee, which makes it impossible for that employee to perform the essential functions of her/his job.

To be eligible, the employee must have been employed by the University at least 1,250 hours during the previous 12 months and must have worked at least 12 months prior to the leave.

The leave may be unpaid leave if the employee does not have accrued vacation time, personal time or sick time, but the University will continue payment of benefits for the employee for 12 weeks. Benefits include medical insurance, dental insurance, vision insurance, life insurance and long-term disability insurance. If the employee fails to return to work for at least 30 days after the leave is completed, the employee will be responsible for repayment of the portion of the benefit premiums which were paid by the University. If the employee requires a six month leave in accordance with University policy, payment of benefit premiums will be the responsibility of the employee after the initial 12 weeks is completed.

The term "serious health condition" is intended to cover conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on an extended or recurring basis for more than three days. After three days of absence, the University may declare the employee to be on Family Leave.

In the case of a serious health condition of a spouse, domestic partner, son, daughter or parent or the employee's own serious health condition, the University will require a certification from the health care provider stating that the employee is needed to care for the family member or needs the leave due to his/her own serious health condition. In the case of a serious health condition of the employee, the University will also require certification from a health care provider stating that the employee is able to return to work (with regard to the particular health condition which caused the leave).

In the case of an expected birth, placement or adoption of a child or planned medical leave for a serious health condition of a family member or for the employee, the employee must give 30 days advance notice of the need for a leave, if possible. In the case of an

emergency, notice must be given as soon as practicable.

In the case of leave for the birth of a child or for the adoption or placement of a child, the leave entitlement expires 12 months after the birth, adoption or placement.

In the case of two spouses who are both employed by the University, leave for the birth, adoption or placement of a child will be a total of 12 weeks for the two combined. In the case of the serious illness of a parent, child, the other spouse, or domestic partner, 12 weeks leave for each employee will be allowed.

Upon completion of the leave, the employee will be returned to the position held when the leave started or to an equal position.

Leave may be denied to key employees who are among the top10 percent of the University workforce if granting the leave would cause substantial and grievous economic injury to the operations of the University.

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Tuition Remission

All tuition remission is subject to enrollment in the University and space availability. This policy applies to tuition only and does not include special fees, books, or room and board. The Tuition Remission Policy is applicable only during the time the employee remains with the University except as specified herein.

Webster offers undergraduate or graduate tuition remission for full-time employees of Webster University, including faculty and administration, for classes at Webster University. To qualify for eligibility, the course(s) must begin on or after the initial date of employment.

All faculty must have the approval of their department chair before enrolling in classes. Time spent in class cannot be considered as compensated time nor are employees permitted to take classes during their standard workday.

Webster offers undergraduate tuition remission for the spouse, domestic partner, and children of a faculty member of Webster University who has been employed full-time by the University for least one year and has either a contract or agreement to continue in the employ of Webster University. The age or marital status of the child does not affect this policy. There is no limit to the number of credit hours an employee or the individual designated by an employee can take.

An employee who has been employed full time by Webster University may, in lieu of child or spouse benefits, be granted full tuition remission to whomever he or she may designate, regardless of relationship. The employee may not use this benefit to support a currently or previously enrolled student; and the employee who uses this benefit for a person other than spouse or child forfeits the possibility of using either child or spouse benefits at a later date. This benefit is limited to one designee and enrollment in Webster University courses and is subject to space availability.)

If, however, the employee is totally disabled, retires, or dies while employed by the University, any tuition remission arrangement in effect in lieu of child or spouse benefits will continue until the individual has completed work for the degree(s) he or she is seeking. Moreover, the children and spouse of an employee who becomes totally disabled, retires or dies while employed shall continue to be eligible for tuition remission; this applies only for the children and spouse at the time the employee becomes totally disabled, retires or dies.

If an employee believes extenuating circumstances prevail regarding a designated tuition remission student (other than a spouse, domestic partner or child) the Tuition Remission Appeal Committee, composed of two faculty, two staff and one administrator, will hear the case and make a recommendation to the Vice President for Academic Affairs.

Tuition Remission for Adjunct Faculty

Adjunct faculty may enroll in 6 credit hours per academic year of undergraduate or graduate study at no charge if they have completed of four years of teaching at Webster University or have taught at least 12 courses. Adjunct tuition remission is subject to availability of classes and cannot be applied to courses in the doctoral program.

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PROCEDURES TO BE FOLLOWED IN CASES IN WHICH THE ADMINISTRATION HAS BROUGHT CHARGES WHICH MAY RESULT IN SUSPENSION. LOSS OF PAY OR DISMISSAL

Prior to any hearing, these procedures will be shared with all parties. The hearing will be conducted according to these procedures. Questions about the procedures prior to the hearing should be directed to the Hearing Committee Chair.

These procedures were developed based on the AAUP recommendations contained in the book, Policy Documents and Reports, 1990 edition. Additional provisions and elements were added based on principles of administrative procedure and fair practice. After seeking comments on the proposed procedures from the parties, they will be adopted by the Hearing -Committee, and the procedures, as

adopted, will be immediately shared with the parties. Once the procedures are adopted, the Hearing Committee will be guided by these procedures, and will not accept subsequent objections to the procedures during the hearing process, whether the objections are based on individual interpretations of the AAUP recommendations, or any other procedural principles. This is a hearing, not a court of law, and the Hearing Committee will not necessarily follow formal rules of court procedures

Definitions:

Hearing Committee- the four members of the Webster faculty appointed to constitute a hearing committee for the purpose of reviewing charges against a member of the faculty. The hearing committee will be chosen by a committee consisting of the President of the University, the President of the Faculty Senate, the University Ombudspersons and the faculty member against whom charges have been brought, or their designees.

- Chair - the Chair of the Hearing Committee duly selected by the members
- the Faculty Member - the faculty member against whom charges have been filed
- the Administration - The President of the University or his designee(s), who will present the charges to the hearing committee

I. Actions Prior to the Hearing

1. Hearing Committee selects a Chair
2. Hearing Committee tentatively adopts procedures and shares them with Administration and the Faculty Member.
3. Hearing Committee confirms day and time of hearing.
4. Hearing Committee provides three working days for any comments or concerns on procedures by the administration or the faculty member. If the Hearing Committee finds any of the comments or concerns on the proposed procedures merit review, the tentative procedures will be reviewed and modified as appropriate by the Hearing Committee.
5. If questions raised by either party about the proposed procedures are in the judgment of the Hearing Committee serious enough to warrant consultation with both parties, the Hearing Committee may call a preliminary meeting of the parties, prior to the hearing, to address the concerns of the parties about the hearing procedures.
6. The Hearing Committee may at its discretion call a pre-hearing meeting of the parties, if the Hearing Committee determines such a meeting will make the hearing fair, effective, and expeditious.
7. By noon at least eleven days prior to the hearing the Administration will submit to the Hearing Committee "a written statement of grounds for dismissal."² This shall include "a statement of charges framed with reasonable particularity."³ This document will be shared immediately with the faculty member.

8. No later than noon four days before the hearing the faculty member shall submit to the Hearing Committee his written response to the charges. 4 This document will be shared immediately with the administration.
9. By noon of the 6th day prior to the hearing the administration and the faculty member shall each submit to the hearing committee their list of witnesses. There should be notation as to whether the witnesses will appear in person. (see #11 below for rule on written statements). If the faculty member wishes to have the administration assist in the securing of witnesses, the request should be made as soon as possible, but no later than the 6th day prior to the hearing.
10. During the hearing the faculty member is entitled to the presence of counsel and the administration may also have counsel present. However, since this is a hearing, not a court of law, the Hearing Committee expects that presentations and cross examination will be conducted by the parties themselves, not the counsel. The Hearing Committee will consider requests for participation in the hearing by counsel, if such participation will assist the work of the Hearing Committee.
11. The Hearing Committee expects that witnesses will appear in person and be available to answer questions on cross-examination by either the administration or the faculty member. If special circumstances preclude personal attendance, the Hearing Committee should be informed no later than noon four days prior to the hearing.
 - A. Statements, written or video taped, may be submitted by witnesses who are unable to appear, but the admissibility of the statements will be determined by the Hearing Committee. If a statement is to be submitted in lieu of a personal appearance at the Hearing, it should be submitted to the Hearing Committee as soon as received and no later than six days prior to the hearing. If admissible, it will be shared by the Hearing Committee with the parties within two days of receipt, and no later than noon four days prior to the hearing.
 - B. No witness statements will be accepted unless personally signed by the witness.
 - C. Interrogatories, by either party or members of the Hearing Committee, on a submitted statement will be permitted at the discretion of the Hearing Committee, if the statement is deemed by the Hearing Committee to be critical to the determination of truth.
 - D. If a critical witness cannot appear, but is available to give testimony by telephone using a speaker phone system so that the hearing committee and the parties can simultaneously listen to the testimony, this procedure will be considered by the hearing committee. Requests for telephone testimony by a witness should be made at the time the witness list is submitted. Final decision on the acceptability of this method of testimony will rest with the Hearing Committee, and will be made on a case by case basis. If telephone testimony is allowed, cross examination by the parties will be permitted.
12. "The Hearing Committee will not be bound by strict rule of legal evidence, and may admit any evidence which is of probative value in determining the issues involved."5

13. The order of witnesses for the hearing will be shared with the parties no later than noon on the day before the hearing.

II. Procedures for the Hearing

1. The hearing will be closed except for those invited by the Hearing Committee. Those invited include:
 - A. faculty member and his counsel
 - B. officially designed representatives from the administration, including legal counsel
 - C. President of the Faculty Senate or designee
 - D. President (or designee) of AAUP
 - E. Legal counsel for Hearing Committee
 - F. University Ombudspersons
2. A court stenographer will be used to make a verbatim record of the proceedings of the hearing. A copy of the record will be shared with the parties.
3. The hearing will begin at 9 am on the day determined by the Hearing Committee, and adjourn for one hour for lunch and conclude by 3:30 PM. It is suggested that the administration provide a room on campus near the hearing room for use by the faculty member for lunch, if desired.

Short breaks during the hearing will be given at the discretion of the Hearing Committee Chair.

If the Hearing Committee is unable to hear all witness by 3:30 PM, the hearing will be continued until 9 am the next day.

4. The order of procedure for the Hearing will be:
 - A. Administration make presentation on grounds for dismissal
 - B. Witnesses presented by the Administration
 - C. Faculty member make statement
 - D. Witnesses presented by faculty member.
 - E. Administration make final statement
 - F. Faculty member make final statement
5. Testimony of Witnesses

Witnesses will be called in the order scheduled, unless special circumstances cause the Hearing Committee to modify the order of appearance. Witnesses will be asked to affirm the truth of their statements. Witnesses will be invited to make a statement to the Hearing Committee. If the witness is uncertain about the topics the Hearing Committee wishes addressed, the witness may inquire of the Hearing Committee the nature of the testimony requested. Following the statement members of the Hearing Committee may address questions to the witness.

- A. After completion of questions by the Hearing Committee members, the following procedure will be used to allow the parties to ask questions of the witness in cross examination:
 - B. The faculty member will be given the first opportunity to ask questions of the witness. The administration may then ask questions of the witness
 - C. The faculty member will be given a final opportunity to ask questions of the witness. Members of the hearing committee will ask any final questions of the witness
 - D. Questions asked should be in the form of questions, not statements. If long and complicated questions are asked of the witness, the Chair of the Hearing Committee may request that the question be simplified or broken into parts. The Hearing Committee will not allow the badgering of any witness, and a debate between the witness and any other party will not be allowed.
 - E. After questioning of the witness by the faculty member, members of the Hearing Committee may wish to ask additional questions before the witness is excused.
 - F. Any objections offered about the questioning process should be addressed to the Hearing Committee, and the Hearing Committee will either note the objection for the record, or take an appropriate action in response to the objection.
 - G. The Hearing Committee expects that witnesses will confine their statements to first hand knowledge and avoid hearsay testimony or testimony not relevant to the charges.
 - H. Witnesses will be in the hearing room only for their own testimony. The administration should provide a suitable room for witnesses to wait prior to their testimony.
6. The Hearing Committee may at any time call a brief recess to confer on a point of procedure, or call a brief recess at the request of either party.
 7. Any questions of admissibility of evidence at the hearing will be made by the Hearing Committee, and the judgment of the Hearing Committee in this respect is final.
 8. Written or video taped testimony that has been ruled admissible by the Hearing Committee will be entered into the record by the Hearing Committee at the appropriate stage (the end of the administration's presentation or the end of the faculty member's presentation).

At the time of admission into the record the Hearing Committee will determine that both parties have had an opportunity to review the testimony. The Hearing Committee will at that point accept any written or oral rebuttal to the written or videotaped testimony. Members of the Hearing Committee will have an opportunity to ask questions to either party about the written or videotaped testimony after completion of the rebuttal.

At the end of the hearing the Hearing Committee will note for the record if any submitted written or videotaped testimony has been excluded. But, such testimony will not be entered into the record.

III. Hearing Committee Decision

At the conclusion of the hearing (or the next day at the discretion of the Hearing Committee), the Hearing Committee will meet in conference to consider its report. At Its discretion the Hearing Committee may postpone Its final report until a transcript of the hearing is available.

The Hearing Committee will meet privately with only the attorney for the Hearing Committee present during its deliberation. The report of the Hearing Committee will be based only on the record of the hearing.

"The burden of proof that adequate cause exists rests with the-administration-and will be satisfied only by clear and convincing evidence in the record considered as a whole."⁶

The Hearing Committee will make explicit findings with respect to each of the grounds for removal presented" and provide a" reasoned opinion" of its determinations. ⁷

The Hearing Committee will send its report to the President of the University and the Faculty Member. A copy will also be shared with the President of the Faculty Senate on a confidential basis. Any additional distribution of the report will be at the discretion of the President or the Faculty Member. No member of the Hearing Committee will discuss the report with any other parties. The Hearing Committee documents will be retained by the Hearing Committee Chair until the President takes his action on the report of the Hearing Committee. At that point the Hearing Committee will turn over all its documentation to the President to be maintained in the University's official files.

If requested by the President of the University, Hearing Committee members will meet with the President to discuss the Hearing Committee report.

End Notes:

1 AAUP, Policy Documents 7 Reports, American Association of University Professors, 1990 ed. p. 1 3.

2 AAUP p.13

3 AAUP, p.26

4 AAUp, p.13.

5 AAUP, p.27.

6 AAUP, p.27.

7 AAUP, p.13

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Classroom Disruption

It is a violation of the student code of conduct to disrupt or obstruct teaching, research, administration, disciplinary proceedings, other University activities, including its public service functions on or off campus, or other authorized non-University activities, when the behavior occurs on University premises.

Responding to Incidents of Disruption/Obstruction

In cases of alleged campus and/or classroom disruption or obstruction of the academic mission of the institution, immediate action may be initiated by a faculty member and/or administrator to restore order and/or prevent further disruption. Behavior occurring within the academic arena, including but not limited to classroom disruption or obstruction of teaching, is within the jurisdiction of Academic Affairs. Faculty members have original jurisdiction to address the immediacy of a situation as they deem appropriate (e.g., temporary removal of a student from a class when inappropriate, disruptive behavior occurs). Faculty response is forwarded to the academic dean for review (see Academic Dean's Review below), and if necessary, further action. Further action might include permanent removal from the course. When necessary and appropriate, Public Safety and/or the Webster Groves Police may be contacted to assist with restoring peace and order.

Academic Dean's Review

This procedure is implemented by the Academic Dean (or his or her designee) and is intended to review the status of the student in a faculty member's course. This review may include a mediation between the student and the faculty member or it may be an Administrative Proceeding to determine whether a student should be allowed to remain in the given course. Because of the necessity for swiftness, this review should take place as soon as possible following the incident and is not subject to the requirement of three days advanced, written notice to the student. After consulting with the student and the faculty member, together and/or separately (and any necessary witnesses), the Dean shall render a decision. The student's right of appeal is to the University Judicial Board.

Disciplinary Sanction

The most likely (but not only) sanction for a severe incident of academic disruption is:

Administrative Withdrawal: The withdrawal of a student from a specific course, major, or academic department may be invoked in cases where students violate the expectations of the academic arena (e.g., classroom incivility, disruption, harassment of faculty members).

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