

Seattle Pacific University
Faculty Employment
Handbook
2018-19



[Approved by the Board of Trustees – August 2018]

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PREFACE

The Seattle Pacific University *Faculty Employment Handbook* (referred to herein as the *Handbook*) is designed to provide essential information for understanding the role of a SPU faculty member as a teacher and scholar. It contains the approved policies and procedures of the University concerning the terms and conditions of employment, sets forth faculty members' personal and professional expectations and obligations, and is incorporated into the individual contract/letter of appointment of each faculty member (as described in *Section 13*). The *Handbook* is intended to serve as a reference for institutional life and procedures for both faculty and administrators. Each faculty member is responsible to know and adhere to the *Handbook's* expectations, rules, and regulations.

Other University publications also provide important information for faculty members about their employment and about University operations. Such publications include the *Academic Policies Manual*, the *Undergraduate Catalog*, and the *Graduate Catalog*. Certain policies applying to all employees of the University are housed in the *SPU Employee Handbook* and the *Employee Benefits Handbook*, maintained by the Office of Human Resources.

This *Handbook* may be amended from time to time, as described in *Section 14*. The most current version will be posted on the website for the Office of the Provost.

DEFINITIONS

Throughout this *Handbook*, the following definitions are employed:

Academic year: begins on September 1 and ends in mid-June, as established by the University's academic calendar.

Adjunct faculty member: a person appointed to teach one or more specific individual undergraduate or graduate courses (excluding continuing education) and compensated on a per-course basis.

Business day: any weekday on which the University administrative offices are open for business. For purposes of calculating time periods, the day of the event that starts any time period is not counted, and the last day of the time period is counted. Any action required by the end of any business day time period must be completed no later than 5 pm on the last day of the period.

Contingent faculty member: a person with full- or part-time teaching responsibilities who accepts a contract and is not a regular faculty member or adjunct faculty member.

Dean(s): the academic Deans in the schools and colleges of the University, and the University Librarian as supervisor of librarians with academic rank.

FTE: full time equivalent

Provost: the most senior employee responsible for academics at the University, other than the President.

Regular faculty member: a tenured, tenure-track, or renewable term faculty member.

Renewable term faculty member: a person who accepts a contract for a non-tenure track faculty position, has served as a contingent faculty member for at least two years and has successfully completed a third-year review.

Status review: a third-year review, a pre-tenure review, a post-tenure review, and the review of a tenure or promotion application.

Tenured faculty member: a person who has been granted tenure by the University and has the right not to have his or her employment as a faculty member terminated by the University except as provided in this *Handbook*.

Tenure-track faculty member: a person who is not tenured but has been notified by the University on his or her individual contract that he or she is on tenure-track.

University or SPU: Seattle Pacific University.

1. FACULTY STATUS

1.1. STATUS

Rights and procedures described in this *Handbook* vary depending on the particular type of faculty status that is held. The different types of faculty status are described in this *Section 1*. A faculty member's duties are centered on, but not limited to, the creation and delivery of curriculum. In addition to regular faculty members, employees with professional library responsibilities are also considered faculty as they support the University's educational, research, and service functions. Also, persons in administrative and staff positions may have faculty status.

1.2. REGULAR FACULTY

There are three types of regular faculty positions: tenured, tenure-track, and renewable term. Regular faculty are assigned an academic rank, are voting members of the Faculty Senate, may be eligible to serve on faculty committees, and may be eligible for faculty development funds.

1.2.1. Tenured faculty. A tenured faculty member is entitled to receive an annual letter of appointment that affirms his or her on-going contractual relationship with the University unless the tenured faculty member has separated from the University as

described in *Section 11*. The University will issue the letter of appointment each year by April 1. Except as otherwise provided in *Section 14*, tenured faculty are subject to the terms and conditions of this *Handbook* that exist at the time of each annual letter of appointment.

1.2.2. Tenure-track faculty. Tenure-track faculty members typically receive an annual contract on April 1 for the following academic year. However, if a tenure-track faculty member is not going to be reappointed, he or she will be notified by the University no later than March 1 of the first year of employment and thereafter no later than December 15 of the terminal year of employment.

1.2.3. Renewable term faculty. A renewable term faculty member who is being reappointed for the following academic year will typically receive an annual contract on April 1. However, if a renewable term faculty member is not going to be reappointed, he or she will be notified by the University no later than December 15 of the terminal year of employment. In some cases, renewable term faculty may have higher teaching loads and reduced expectations in scholarship, advising, or service. Such alternate arrangements will be made in consultation with the appointee, the departmental chair, the relevant Dean, and the Provost, and will be stated in the faculty member's contract.

A renewable term faculty member will not be considered for tenure unless the renewable term position is converted to tenure-track with approval from the relevant Dean and Provost.

1.2.4. Regular faculty loads and compensation. All regular faculty appointments may be either full-time or part-time and are paid according to the approved faculty salary process.

1.2.5. Annual contract acceptance. Annual contracts issued to tenure-track and renewable term faculty must be accepted in writing no later than April 15, or the first business day thereafter. If the contract offer is not accepted on or before the specified date, or special arrangement has not been made with the Office of the Provost, the offer will automatically expire.

1.2.6. Annual contract terms. Except as otherwise specified in the individual contract or letter of appointment, full-time faculty are engaged and paid on the basis of an academic year. Unless otherwise agreed, payment will be in 12 equal installments payable on the first business day of the month, beginning with October 1. Each full-time regular and contingent faculty member is on call for the entire academic year, except for legal and University holidays specified in the academic calendar. No vacation time is stipulated in the annual contract for any faculty member unless an extended agreement for 12 months is arranged.

1.2.7. Additional contracts. The University may also enter into additional contracts with regular faculty members for additional compensation, or other types of term contracts with persons who are not regular faculty members. These other contracts may include, for example:

- A. teaching overloads during the academic year;
- B. summer session teaching;
- C. other summer assignments such as advising or University business;
- D. work under the provision of an externally funded grant whose term is defined by specific dates and/or continued grant support. Faculty employed under such grant contracts will typically be notified of employment status for the following contract term within 15 business days of the University's receiving the grant award notification. Such short-term contracts will include notation that the employment is subject to grant support, the source of external funding, and the anticipated grant renewal date(s); or
- E. faculty in phased retirement plans.

1.3. CONTINGENT AND ADJUNCT FACULTY

1.3.1. Contingent faculty. A contingent faculty member is a person with full- or part-time teaching responsibilities who accepts a contract and is not a regular faculty member or adjunct faculty member. Contingent faculty will be assigned an appropriate faculty rank based on experience and qualifications.

1.3.2. Adjunct faculty. Adjunct faculty are persons appointed to teach specific individual courses and compensated on a per-course basis. All adjunct faculty are designated lecturers.

1.3.3. Contingent/adjunct faculty responsibilities. Contingent and adjunct faculty normally bear none of the non-teaching responsibilities of regular faculty, such as advising, scholarship, or participation in faculty governance, unless otherwise specified in their contracts. Unless directed to the contrary by the applicable faculty body, they may attend all school, department or all-faculty meetings where they will have a voice but no voting privilege.

1.3.4. Transition to regular faculty. A person who has served as a contingent faculty member for at least two years and has successfully completed a third-year review, will transition to a renewable term contract if he or she is offered continued employment.

Neither adjunct faculty nor contingent faculty are eligible for tenure. However, if either successfully competes for a tenure-track position, his or her University teaching experience will apply toward the years of experience required for tenure and promotion. At least two years of full-time employment at the University on the tenure track must be completed before the individual may receive tenure.

1.4. SPECIAL APPOINTMENT FACULTY

1.4.1. Emeritus faculty. Upon retirement from regular faculty status, a faculty member may be designated an emeritus faculty in recognition of meritorious service to the University. Typically, the Dean initiates this process with a recommendation to the Faculty Status Committee, which is then passed through the Provost, to the President, and is subject to approval of the Board of Trustees. Nominees for emeritus status shall normally have served at least ten years at Seattle Pacific University. Emeritus status includes the right to participate with the faculty in all-University events, such as Convocation, Ivy Cutting, and Commencement; use of a University mail and email address; and other privileges as the Office of the Provost may from time make available.

1.4.2. Scholar-(or other designation)-in-residence. The University may appoint distinguished contributors in special fields such as artists, writers, poets, scientists, executives, or scholars with the special faculty status of Scholar-(or other appropriate designation)-In-Residence. This designation is approved by the Provost, and may be part-time or full-time depending on the needs of the University. Contracts, letters of appointment, or other employment arrangements will be established with such persons by the University on a case by case basis.

1.4.3. Affiliate faculty. The University may grant the honorary status of affiliate faculty for persons who serve as contributing lecturers or advisors to an academic program. This designation is approved by the Provost.

1.4.4. Visiting faculty. A faculty member who is a full-time ranked faculty member of another institution of post-secondary education and who teaches at Seattle Pacific University on a temporary basis will be designated a visiting faculty member. Visiting faculty will be appointed following the same procedures as contingent faculty and will have the same rights and privileges. This designation is approved by the Provost.

1.4.5. Endowed chairs and professorships. A position that is entirely supported by endowment is designated an endowed chair; a position that is partly supported by endowment is designated an endowed professorship. Individual persons occupying such endowed positions may be tenured, but the position does not in itself confer tenure. Occupants of these positions will be appointed following the procedures specified in each endowment, but no endowment will name the occupant as a condition of acceptance by the University. Compensation and/or other perquisites of the endowed

position may be specified in the endowment. If the endowment does not specify the term of occupancy, the term will be three years. Upon recommendation of the Dean and the Provost, the individual may be appointed to additional term(s).

1.5. STAFF AND ADMINISTRATORS WITH ACADEMIC RANK

Persons employed full-time by the University such as coaches, advising personnel, or campus ministers, who also teach classes as part of the regular academic program may hold academic rank if their contract so specifies. Unless the individual contract specifies otherwise, time in such appointments does not accrue toward tenure.

Persons in administrative positions may hold faculty rank and, if tenured, maintain their tenure in the academic unit of the school in which they received tenure. Unless the individual contract/letter of appointment specifies otherwise, time in administrative appointments does not accrue toward tenure but does accrue toward promotions and sabbaticals. Administrators who hold faculty rank are, for purposes of University governance, considered regular members of the faculty, with responsibility for committee service and with voice, vote, and privileges equivalent to those held by other faculty members.

Compensation for tenured administrators who transfer to academic assignments shall be negotiated by the tenured faculty member, the Dean, and the Provost. Untenured faculty-ranked administrators who leave administrative appointments may be placed in their school and discipline if a position is available. Compensation shall be determined in the same manner as for tenured administrators who transfer to academic assignments.

2. FACULTY RANK

Four rank designations apply to regular and contingent faculty members: instructor, assistant professor, associate professor, and professor. The following criteria represent minimum expectations in degrees and experience both for assigning rank at the time of appointment and for determining eligibility to apply for promotion.

In most cases, the doctorate is the desirable terminal degree, but in a few disciplines, other standard academic terminal qualifications may be accepted. In those disciplines where professional experience is highly beneficial, an individual who has achieved extraordinary attainments may be eligible for employment and/or promotion without the terminal degree.

When experience other than the terminal degree is evaluated in considering qualifications of faculty members for appointment, the University may consider accomplishments such as art works, artistic performances, musical compositions, dramatic productions, scientific research, or similar efforts.

2.1. FACULTY RANK (EXCEPT FOR PROFESSIONAL LIBRARIANS)

When determining the rank of employees with faculty status (other than professional librarians), the following will be the minimum expectations for both appointment and promotion.

2.1.1. Instructor

A master's degree

2.1.2. Assistant professor

An earned doctorate or terminal degree appropriate to the discipline, or ALL of the following:

- a master's degree;
- graduate study beyond the master's degree equivalent to one year of full-time study applicable to the doctorate in the candidate's teaching field; AND
- three years of successful teaching experience.

2.1.3. Associate professor

- an earned doctorate or terminal degree appropriate to the discipline; AND
- five years of teaching experience at the rank of assistant professor.

2.1.4. Professor

- an earned doctorate or terminal degree appropriate to the discipline; AND
- five years of teaching experience at the rank of associate professor.

2.2. FACULTY RANK OF PROFESSIONAL LIBRARIANS

When determining the rank of professional librarians with faculty status, the following will be the minimum expectations for both appointment and promotion.

2.2.1. Instructor

An American Library Association (ALA) accredited master's degree.

2.2.2. Assistant professor

An ALA accredited master's degree and a master's degree in a relevant subject area, or ALL of the following:

- an ALA accredited master's degree;
- graduate study equivalent to one year of full-time study applicable to a master's degree in a relevant subject area; AND
- three years of successful academic library experience.

2.2.3. Associate professor

- an ALA accredited master's degree;
- a master's degree in a relevant subject area; AND
- five years of professional library experience at the rank of assistant professor.

2.2.4. Professor

- An ALA accredited master's degree;
- a doctorate in a relevant subject area; AND
- five years of professional library experience at the rank of associate professor.

3. RECRUITMENT AND HIRING

3.1. AUTHORITY

The Provost, carrying out the policies and instructions of the President and the Board of Trustees, makes the final faculty appointments for all regular and contingent faculty. Subject to University policies, the relevant Dean hires adjuncts as needed.

3.2. HIRING APPROVAL

In discussion with the Provost, Deans will identify needs for refilling vacated regular faculty positions and for establishing new positions. Such discussions will include sources of funding. Deans desiring to hire regular or contingent faculty will submit written requests for the Provost's approval. Each request must be justified in terms of the following criteria: 1) overall institutional objectives, 2) student-faculty ratios, 3) where applicable, fulfillment of general education requirements, 4) external market pressures, and 5) other factors. The Provost will provide a rationale when vacated positions are not approved for recruitment.

3.3. SEARCH COMMITTEE

The search committee for a regular faculty position is appointed by the Dean and includes at least two faculty from within the department or school that has the vacancy.

3.4. ADVERTISING AND RECRUITMENT

The hiring Dean and/or the search committee chair will draft a vacancy announcement and advertisement. The Office of the Provost will post the position on the SPU Employment Web site, as well as advertise the position in appropriate venues, which may include higher-education publications, disciplinary journals, and other web sites. Other announcements may be recommended by the hiring Dean and or/the search committee. Announcements will indicate that all regular faculty will be expected to affirm and support the SPU Mission Statement and SPU Statement of Faith and to serve as faithful examples of Christian commitment.

Every search to fill a regular faculty position shall include a documented effort to find qualified ethnic minority and women applicants. In addition, given the church-related heritage of Seattle Pacific University, every search will include an effort to recruit qualified teacher-scholars from within the Free Methodist and broader Wesleyan traditions.

3.5. APPLICATION AND SCREENING OF REGULAR FACULTY

Inquiries and online applications will go directly to the chair of the search committee. All applications must include an official SPU application form, a Faculty Application insert, a one-page statement of Christian faith, and a one-page statement of teaching philosophy. The search committee will typically recommend to the Provost two or three candidates to invite for a campus interview.

3.6. CANDIDATE INTERVIEWS OF REGULAR FACULTY

The Provost will authorize campus interviews for the top candidates, and the hiring Dean will invite the candidate(s) to campus for interviews. The on-campus interview schedule will include interviews with the faculty of the discipline, the Dean, the search committee, an all-campus faculty interview committee, and the Provost. In addition, the candidate may be asked to make a formal research presentation and teach a class.

3.7. RECOMMENDING A CANDIDATE FOR A REGULAR FACULTY VACANCY

Deans will recommend a specific candidate to the Provost, addressing the assessment and recommendation of the search committee and any special conditions of employment. In considering a candidate for a regular faculty position, the Provost will give high priority to recommendations from the faculty of the discipline regarding the candidate's teaching and scholarship abilities; from the faculty and Dean regarding the long-term promise of the individual for the school's and the University's mission; and from the all-campus faculty interview committee regarding the fit of the candidate's Christian faith statement and philosophy of Christian higher education with the mission of the University. The Provost will seek the President's approval when necessary. Rank at the time of appointment shall be determined according to the criteria in the *Handbook*.

3.8. APPOINTMENT OF CONTINGENT FACULTY

Contingent faculty must affirm the Christian mission and goals of the University and be adjudged by reasonable process to be qualified to function as a collegiate educator. The process used for appointing regular faculty will be followed in some abbreviated form. At the Dean's discretion or upon the Provost's request, the Provost may interview the candidate, but absent such a request a Provost interview is not required. In making a hiring recommendation to the Provost, the Dean shall address, in detail, the academic qualifications and the Christian mission fit of the proposed faculty member. All contingent faculty candidates must complete a full faculty application including a one-page statement of Christian faith.

3.9. RETURNING CONTINGENT FACULTY

Before being hired for a second year, a contingent faculty member who has not previously interviewed with the Provost and the all-campus interview committee will be required to do so. An updated application and Christian faith statement may be necessary. In addition, the Provost shall be given the opportunity to interview any already-employed part-time faculty member whose load is proposed to increase to over 0.5 FTE.

3.10. APPOINTMENT OF ADJUNCT FACULTY

Adjunct faculty are approved and appointed by the relevant Dean, must be supportive of the Christian mission and goals of the University, and must be adjudged by reasonable process to be qualified to function as a collegiate educator. The Dean or department chair initiates contact and ensures that an official SPU application form is completed. Deans (or designees) interview the top candidates and prioritize them, with particular attention given to the applicant's Christian mission fit. Upon approval of the Dean and subject to budgetary constraints, an adjunct contract will be issued by the school.

3.11. LOCUS OF APPOINTMENT

In the rare instance when an individual is appointed in multiple disciplines, the Provost and the respective Dean(s) will assign the faculty member to one school and discipline as the individual's locus of appointment for purposes of evaluation, promotion, and tenure decisions (if applicable). Evaluations of individuals in such appointments shall be structured to include information from all disciplines involved.

3.12. LIMITATIONS

Hiring processes will also be subject to other general employment policies maintained by the Office of Human Resources (nepotism, immigration status, background checks, etc.). This *Section 3* does not create any rights for any job applicants or other prospective employees.

4. FACULTY COMPENSATION AND BENEFITS

4.1. SALARY SCHEDULE AND STEP ADVANCEMENT

The University follows a discipline-specific salary schedule in preparing annual contracts and letters of appointment. Salary for each rank and step in each discipline is determined annually by the Provost on authorization of the President and in recognition of criteria recommended by the Faculty Affairs Committee in accordance with budget guidelines approved by the Board of Trustees.

While eligibility for step advancement is based on years at rank and educational preparation, earning step advancement is based on merit, as defined for each rank. Recommendation for step advancement is made by the relevant Dean to the Provost and will be based on strong performance relative to the standards at the appropriate rank, determined by periodic review documents, including Professional Development Plans (PDPs), self-assessments, and annual evaluations. Steps may be skipped only if the educational criteria and time at rank for the proposed new step have been fully satisfied. New regular faculty will be appointed to appropriate ranks and steps according to the following system and other provisions of the *Handbook*. The Dean, with permission from the Provost, may count years of professional experience, when applicable, as years at rank.

4.1.1. Instructor

- Step 1** Initial placement upon hiring with a master's degree.
- Step 2** Two years at rank with master's degree; plus 15 quarter credits taken in the field; and Dean's recommendation based on strong performance relative to standards, with reference to annual review documents, including PDPs, self-assessments, and annual evaluations.
- Step 3** Four years at rank with master's degree; plus 30 quarter credits taken in the field; and Dean's recommendation based on strong performance relative to standards, with reference to annual review documents, including PDPs, self-assessments, and annual evaluations.

4.1.2. Assistant professor

- Step 1** Initial placement upon hiring or promotion.
- Step 2** A. Ph.D. or equivalent with one year at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
B. A.B.D. with two years at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or

C. Master's degree plus 30 quarter credits taken in the field, three years at rank, and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations.

Step 3 A. Ph.D. or equivalent with three years at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
 B. A.B.D. with four years at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
 C. Master's degree plus 45 quarter credits taken in the field, five years at rank, and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations.

Step 4 A. Ph.D. or equivalent with four years at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
 B. A.B.D. with five years at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
 C. Master's degree plus 45 quarter credits taken in the field, six years at rank, and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations.

4.1.3. Associate professor

Step 1 Initial placement upon hiring or promotion.

Step 2 A. Ph.D. or equivalent with one year at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
 B. A.B.D. with two years at rank and dean's recommendation referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
 C. Master's degree plus 45 credits taken in the field with three years at rank and dean's recommendation referencing annual review documents, including PDPs, self-assessments, and annual evaluations.

Step 3 A. Ph.D. or equivalent with three years at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or

B. A.B.D. with four years at rank and dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
 C. Master's degree plus 45 credits taken in the field with five years at rank and dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations.

- Step 4** A. Ph.D. or equivalent with four years at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations; or
 B. A.B.D. with five years at rank, dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations, and recommendation of school or department faculty at this step or above; or
 C. Master's degree plus 45 credits taken in the field, six years at rank, dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations, and recommendation of school or department faculty at this step or above.

Merit compensation after Step 4

Tenured faculty members who are not eligible or choose not to apply for promotion to professor are subject to post-tenure review every five years. Renewable term faculty members who are not eligible or choose not to apply for promotion to professor are subject to review every five years. When the outcome of this review demonstrates strong performance consistent with the standards for the associate professor rank, the faculty member is eligible for a compensation bonus, approximately equivalent to a step advancement.

4.1.4. Professor

- Step 1** Initial placement upon hiring or promotion.
Step 2 Ph.D. or equivalent with two years at rank and Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations.
Step 3 Ph.D. or equivalent, four years at rank, Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations.

Step 4 Ph.D. or equivalent, seven years at rank, Dean's recommendation, based on strong performance relative to standards, and referencing annual review documents, including PDPs, self-assessments, and annual evaluations, plus satisfactory completion of a current post-tenure review.

Merit compensation after Step 4

After advancement to professor, tenured Step 4 faculty are subject to post-tenure review every five years and renewable term faculty are subject to five-year reviews. When the outcome of this review demonstrates strong performance consistent with the standards for the professor rank, the faculty member is eligible for a compensation bonus, approximately equivalent to a step advancement.

4.2. BENEFITS

The University provides eligible employees a range of benefits and seeks to offer competitive and cost effective plans that meet or exceed what is generally offered in the private higher education sector. While the University reserves the right to amend, administer, interpret, and discontinue any of its employee benefit plans and/or programs at any time, subject to applicable laws and regulations, the administration will review any proposed material changes to benefits with the Faculty Affairs Committee before implementing the changes.

The *Employee Benefits Handbook* includes a full listing and description of benefits.

4.3. LEAVES OF ABSENCE

The University offers a variety of paid and unpaid leaves for employees requiring time away from work. Detailed policies and descriptions of application processes are available from the Office of Human Resources.

5. PERSONNEL RECORDS

The University will maintain official personnel files for each faculty member, which may be used to support employment actions impacting faculty, such as appointment, promotion, tenure, and separation. The University will take reasonable precautions to protect confidential personnel information from unauthorized disclosure. The official personnel files are maintained in academic offices as described below.

5.1. FILES FOR REGULAR AND CONTINGENT FACULTY

The Office of the Provost maintains an official personnel file for each regular and contingent faculty member that consists of:

- A. the individual's original application form;
- B. the individual's letter of acceptance of employment;
- C. official transcripts of the individual's graduate work, including degrees attained;
- D. a copy of each report filed by the individual upon completion of a sabbatical leave, leave of absence or exchange;
- E. a copy of the letter of notification of any personnel change, including but not limited to promotions, tenure, or sabbaticals; and
- F. a record of results of Special Reviews, grievances, and similar actions that do not directly involve the Office of the Provost or its personnel as initiators or respondents (a record of cases involving the Provost or persons working in the Office of the Provost will be maintained in the President's office).

The relevant Dean's office maintains an official personnel file for each regular and contingent faculty member that consists of:

- A. student feedback surveys;
- B. Professional Development Plans and self-assessments;
- C. record of annual, third-year, pre-tenure, and post-tenure evaluations; and
- D. a copy of the individual's *curriculum vitae* updated on a regular basis.

5.2. FILES FOR ADJUNCT FACULTY

The relevant Dean's office will maintain an official personnel file for each adjunct faculty member that consists of:

- A. a copy of the faculty member's adjunct contracts;
- B. the faculty member's official transcripts and *curriculum vitae*;
- C. copies of any faculty evaluations (including student feedback surveys); and
- D. information on professional background or accomplishments that the faculty member wishes to place in this file.

5.3. UPDATES

Faculty members are responsible to notify the Office of Human Resources, the Dean or the Provost, as appropriate, of any personal changes (such as contact information, marital status, number of dependents) so that the University may keep its records accurate and up-to-date and to facilitate communication with faculty members as needed.

5.4. ACCESS

Certain personnel records, including medical information and the results of faculty evaluations and reviews, are confidential. Access to relevant confidential information will be limited to those who have a need to know the information. Generally, access to relevant information will be provided to designated members of the faculty and administration for purposes of making recommendations concerning tenure, promotion, sabbaticals, awards, formal review, retention, and other faculty employment actions. The University's legal counsel and administrators may also have access to faculty personnel files as needed for purposes relating to other University business and operations, such as legal affairs, risk management, campus security, or administration of human resources. Further, the University may permit access or provide personnel records and information to third parties as needed, such as government agencies or law enforcement, or in response to legal process such as subpoenas or court orders.

Faculty members may review their own official personnel file at a mutually convenient time during regular office hours, at least once each year. The faculty member may, for the cost of duplication, obtain copies of his or her official personnel file. Any such copies will be made by a member of the Office of the Provost or the school's staff. Upon reasonable request faculty members may secure a summary of confidential information regarding themselves maintained in other personnel files and may provide corrections, responses, or clarifications, which will be maintained as a part of the personnel file.

6. FACULTY RESPONSIBILITIES AND EXPECTATIONS

6.1. COMMITMENT TO THE UNIVERSITY MISSION

The Seattle Pacific University Mission Statement reads:

Seattle Pacific University is a Christian university fully committed to engaging the culture and changing the world by graduating people of competence and character, becoming people of wisdom, and modeling grace-filled community.

In addition, the University has adopted four signature commitments to provide the community guidance in engaging the culture and helping to bring about positive change in the world. These hold that Seattle Pacific University will be a place that

- masters the tools of rigorous learning and is a vibrant intellectual community;

- embraces the Christian story, becoming biblically and theologically literate;
- understands and engages a multicultural and complex world; and
- values the centrality of character formation in the life of the individual.

Faculty members of the University are expected to be familiar with these statements and to accept and work in accordance with the University's commitments, outlook, and aims. Each regular faculty member is expected to be a scholar, a teacher, an academic advisor, a participant in faculty governance, a contributing member of a department and the SPU community, and an example of Christian commitment and spiritual growth.

6.2. FACULTY WORKLOAD

Regular undergraduate and graduate faculty are expected to maintain a total teaching, advising and service workload equivalent of 39 quarter credits per academic year. Part-time loads are calculated as a percentage of this figure. While no formula can guarantee complete equality, in an effort to provide equity in assignments and a reasonable expectation of scholarly activity, the following formulas provide general guidelines.

6.2.1. Undergraduate load formula. Typically, 33 of the faculty member's 39 quarter credits will be assigned to instruction. The remaining six credits of non-instructional load are assigned to academic advising, committee work and other institutional responsibilities. Normal professional development, scholarship, and research are expected of faculty but fall outside these formulas.

6.2.2. Graduate load formula. Faculty members who teach solely in graduate programs typically will have a normal teaching load of 27 quarter credits (out of 39) during the academic year. They are expected to advise and supervise graduate student research for the equivalent of six quarter credits, and to use the remaining six quarter credits in committee work and other service, scholarship, and research. This differentiation in workload means that graduate faculty are expected to devote more time to professional development activities than are undergraduate faculty.

6.2.3. Mixed graduate-undergraduate load formulas. Faculty who teach both graduate and undergraduate courses will have teaching load expectations pro-rated between full-time graduate and full-time undergraduate expectations.

6.2.4. Load adjustments. Deans may adjust the balance between instructional load and non-instructional load to achieve greater equity, to tailor load to a faculty member's vocational goals and interests, or to secure additional service to the school, all subject to the Provost's approval. Because enrollments cannot always be predicted accurately, in cases where enrollment falls short of expectations, a faculty member may be required to assume alternate duties to complete a full load for that academic year or to accept an additional load in the following year. If enrollments exceed expectations, efforts will be made to adjust other portions of the individual's load or to recognize the overload in the

following year's assignment. If additional sections are added, faculty who teach these sections may be entitled to additional compensation or a load reduction in the following year.

6.2.5. Limit on overload assignments. No faculty member may accept more than 19 credits of instructional assignment beyond the normal load during a fiscal year for compensation by the University. This includes all summer sessions, extension courses, supervision of research or independent study, or any other form of instructional or extra load consideration. This limit is imposed to shield faculty members from commitments that interfere with teaching or professional development.

6.2.6. Outside employment. Consulting and other outside professional employment are appropriate features of the academic profession. Through these activities, faculty members can enrich their teaching and research and offer important service to the community. Therefore, faculty members are encouraged to accept outside professional employment under the following restrictions:

A. no outside service or enterprise, professional or otherwise, and remunerated or not, will be undertaken that interferes with the faculty member's primary responsibility to the University;

B. scheduled classes will not be missed without prior approval of the Dean and satisfactory alternative arrangements to accomplish student learning goals;

C. outside employment of faculty members contracted at .75 FTE or higher is subject to review by the Dean; outside employment will not exceed the equivalent of one day (eight hours) per week without the approval of the relevant Dean and the Provost;

D. the individual will reimburse the University for materials, supplies, and rentals on equipment used in outside professional work for which he or she receives remuneration; and

E. the University assumes no responsibility for the competence or performance of outside activities engaged in by a faculty member, nor may any responsibility be implied in any advertising with respect to such activities. Except as contractually specified, faculty members may not represent themselves as acting on behalf of the University.

6.3. TEACHING

Teaching is the primary responsibility of the Seattle Pacific University faculty, who are appointed with the expectation that they will be principally occupied with the academic and

personal development of students during all terms of the academic year, unless the individual contract or letter of appointment specifies otherwise.

6.3.1. Effective teaching. Faculty members are expected to be effective teachers as defined by the criteria in *Section 9.1.2.1*.

6.3.2. Course offerings and content. Faculty members are expected to conduct their classes at an appropriate level for the status of the assigned course. In consultation with their department and colleagues, and subject to faculty determined curricular requirements, each instructor is responsible for planning and presenting the assigned course material; establishing course objectives and learning activities; communicating such objectives and requirements to students; selecting texts and supplemental materials; and evaluating students' assignments and course performance. All faculty members are also responsible to file a copy of each course syllabus with their Dean's office.

6.3.3. Class attendance. The faculty member is expected to comply with the schedule of class sessions, on-line participation, and alternative activities as described in the course syllabus. Tardiness to class and cancellation of class for other than unavoidable reasons is a breach of that commitment.

6.3.4. Faculty illness. Faculty who are too ill to attend scheduled classes or are unable to attend for some other emergency reason should report to their Dean or departmental chair. In case of prolonged illness (more than one or two class periods), the Dean will attempt to arrange for other members of the faculty to provide alternate learning experiences for the students. If the illness or emergency extends beyond a week, the University will attempt to find a substitute.

6.3.5. Availability and office hours. Each full-time faculty member is assigned an office space and is expected to be available to students during office hours and/or by special appointment. The individual faculty member is responsible to post office hours publicly and to notify the school administrative assistant of those hours so that students and others may conduct University business.

6.4. ADVISING

All full-time regular faculty members who have been employed by SPU for at least one year are expected to serve as faculty advisors. The Office of the Provost is responsible for training faculty advisors and assigning advising responsibilities. The *Academic Policies Manual* describes current advising procedures and the manner of assigning advisees.

Faculty advisors are required to be available to students during posted office hours. They are expected to provide knowledgeable and accurate guidance on academic and vocational

matters. Advising areas include pre-major advising and vocational exploration; major advising and career guidance; and assistance in finding help with academic difficulties.

Because of the Christian mission of Seattle Pacific University, faculty are also responsible to be role models of the faithful Christian life and to nurture the intellectual, personal, and spiritual growth of students. Advising sessions and informal discussions should occasionally address deeper questions of commitment, purpose, meaning, and community. While providing thoughtful and honest discussion of their own beliefs, faculty will also demonstrate respect for students and for the diversity of their beliefs.

6.5. SCHOLARSHIP

Scholarship is expected to be part of every full-time tenure-track and tenured faculty member's vocation. SPU encourages, supports, and rewards any of four distinct yet overlapping types of scholarship: the scholarship of discovery, the scholarship of teaching and learning, the scholarship of application, and the scholarship of synthesis. Each of these finds formal expression in scholarly products, defined as *work that is publicly disseminated and subject to careful peer review*.

6.5.1. Scholarship of discovery. The scholarship of discovery is what academics have traditionally meant when they speak of original research. It involves the creation, discovery, or advancement of new knowledge by means of the tools and disciplined practices of one's academic field. This type of scholarship includes producing new bodies of creative material in the literary, visual, and performing arts. It also occurs during consulting work as academics interact with professionals to expand a field of knowledge. The scholarship of discovery is directed toward one's peers in the discipline or profession. Its primary venues include peer-reviewed academic journals or conference presentations, public exhibitions or performances, university presses, and professional adjudication panels.

6.5.2. Scholarship of teaching and learning. The scholarship of teaching and learning must not be confused with ongoing study of one's discipline, which is expected of all faculty. This specialized scholarship, which only some faculty will pursue, involves sustained inquiry into teaching practices and students' learning in ways that allow other educators to build on the findings. The scholarship of teaching is directed toward other teachers in one's field and beyond. Venues for its products will range from conference and workshop presentations to professional journals and books.

6.5.3. Scholarship of application. The scholarship of application is not the same as the service role of faculty offering consultation on the existing state of knowledge in their field. The scholarship of application is devoted specifically to investigating how existing knowledge in a field can be responsibly applied to new problems. This type of scholarship is particularly appropriate in, though not limited to, the professional

schools. The scholarship of application is directed both to the immediate setting of the issues addressed and, through the scholarly product that results, to one's peers as an instructive example. Venues for its products run the gamut from professional journals and conferences to adoption for applications in business and industry.

6.5.4. Scholarship of synthesis. The scholarship of synthesis focuses investigation on possible connections within and across disciplines. This can be done in a variety of ways, such as by reviewing the current findings of an entire field and highlighting the pattern that emerges, by conducting interdisciplinary and collaborative work, or by articulating a larger vision by which isolated facts in one's field can be conveyed to non-specialists. All of these efforts attempt to overcome the isolation and fragmentation of academic disciplines, as well as their often perceived irrelevance for contemporary civic and church life. Seattle Pacific University places a particular value on that scholarship of synthesis that investigates the relationship of Christian theology and tradition to disciplinary issues. The audience for scholarship of synthesis includes both the academic world, across the scholarly disciplines, and the general public. In keeping with this broad audience, its products will find a range of appropriate venues.

6.5.5. Disciplinary standards. In practice, certain types of scholarship will be more prominent in some departments or schools than in others. Likewise, forms of peer-valued public dissemination will vary among the disciplines and professions. Each department or school has developed a description of 1) the types of scholarship, 2) the particular kinds of public scholarly products, and 3) the types of peer review that are most common and valued within its discipline; as well as 4) a sense of the expected trajectory of a productive scholar in its discipline. New and updated descriptions must be approved by the Faculty Affairs Committee before they are used as a standard for evaluating faculty in that department or school. Current standards are available on the Office of the Provost website.

6.6. SERVICE

While teaching, advising, and scholarship are their primary responsibilities, all regular faculty are also expected to contribute service within a variety of institutional networks.

6.6.1. Service to the University. Each full-time regular faculty member is expected to assume some activities in the operation of the University that are not directly instructional in nature. Specific roles will differ by individual and over the course of one's career. As a baseline, all regular faculty are expected to attend department, school, and University faculty meetings.

Regular faculty are also expected to participate, from time to time, in the shared governance of the University by serving on Faculty Council, faculty committees, and task forces at the various levels of the University—department, school, faculty, and

campus-wide. In light of the unique challenges faced by faculty newly hired to the tenure-track, they are not required or expected to serve on campus-wide faculty committees or task forces prior to pre-tenure review.

Serving as a formal mentor for other faculty is regarded as a significant form of service to the University. Also valued are such roles as assisting in student recruitment, advising student organizations, or participating in student spiritual development activities.

6.6.2. Service to the larger academy. Seattle Pacific University is connected to the web of larger scholarly, professional, and accrediting bodies that support higher education. Individual faculty members may be selected at times to take leadership roles in these bodies. Depending on the role, this service may be reckoned as part of service to the University.

6.6.3. Service to the community and church. In keeping with the mission of engaging the culture, the University encourages faculty to find ways of being of service in their surrounding communities and in the churches that minister to these communities. In some schools this type of service has particular institutional benefit and may be counted as part of service to the University.

6.7. MAJOR ACADEMIC EVENTS

All faculty other than adjuncts are expected to take part in all major academic events such as Faculty Retreat, faculty in-services, Ivy Cutting, Commencement, and all-University convocations. The Office of the Provost distributes specific information concerning these events and the process for requesting an excused absence.

7. FACULTY POLICIES AND STANDARDS

7.1. ACADEMIC FREEDOM

All members of the faculty, whether tenured or not, are entitled to academic freedom. Seattle Pacific University, as an institution of higher learning within the evangelical Christian tradition, respects the commitment of the academy to the free search for truth and its free expression.

This pursuit of truth is an obligation of Christian teacher-scholars and accords with SPU's acceptance of the Christian scriptures, and the life and teachings of Jesus Christ, as authoritative in matters of faith, morality, practice, and learning.

The Free Methodist Church has, since its inception, maintained that biblical authority is crucial. In keeping with the teachings of John Wesley, founder of Methodism, SPU holds that this central authoritative text is best interpreted through full exercise of the rational capacity

that God has granted to humans, the collective experience of the Christian church as reflected in its traditions, and individual experience. The Christian scriptures teach the importance of speaking the truth in love. Therefore, Seattle Pacific University fully supports its faculty in the free search for and expression of truth, always in the context of the University's mission and Christian love.

All members of the SPU community continually are to review and develop their own scholarship, teaching, and service in the light of the Christian scriptures. Christian tradition, as presented in the ancient ecumenical creeds (e.g., the Apostles' and Nicene creeds), and in current formulations such as the Articles of Religion in the *Book of Discipline* of the Free Methodist Church of North America will also serve as guides for scholarly work.

7.1.1. Definition of academic freedom. In the light of a commitment to the pursuit of truth, Seattle Pacific University supports the generally accepted definition of academic freedom as developed in the 1940 Statement of Principles on Academic Freedom and Tenure, as extended and amended by the Association of American Colleges and Universities and the American Association of University Professors. These freedoms and responsibilities are summarized as follows:

- A. freedom in the search for truth, including research and publication, coupled with the obligation to perform other academic duties faithfully and to deal responsibly with the institution in matters of pecuniary return;
- B. freedom in the classroom to discuss controversial matters while avoiding content unrelated to the subject; and
- C. freedom to speak or write in the public forum while maintaining accuracy, restraint, and respect for the opinions of others, and with care that one's opinions are seen as individual and not as representing the institution.

7.1.2. Academic freedom for librarians. Professional librarians are often present at the point of student contact with ideas. Therefore, librarians are accorded the privileges of academic freedom when

- A. selecting publications, particularly when consulting with teaching faculty. This includes determining what to discard from an existing collection and what to accept or refuse from donors;
- B. determining restrictions on circulation or access to library materials, especially when advised by teaching faculty;
- C. determining the degree of prominence in shelving selected library materials;
- D. issuing bibliographies that may include controversial publications; and

E. advising students what to read or study, particularly when this advice is given in response to student requests for research assistance.

7.1.3. Enforcement. Violations of this policy are subject to grievance provisions in this *Handbook*.

7.2. PROFESSIONAL ETHICS

Although no rules or professional code can either guarantee or substitute for the faculty member's personal integrity, the 1966 "Statement of Professional Ethics" of the American Association of University Professors, as amended in 1990, states the obligations assumed by all members of the academic profession. That statement, reproduced here in abbreviated form with additions, is part of the ethical expectations of faculty members at Seattle Pacific University.

7.2.1. Members of faculty, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

7.2.2. As teachers, faculty encourage the free pursuit of learning by students, holding before them the best scholarly standards of the discipline. Faculty demonstrate respect for the student as an individual and adhere to their proper role as intellectual guide and counselor. They make every reasonable effort to foster honest academic conduct and to ensure that their evaluation of students reflects students' true merit. Faculty respect the confidential nature of the professor-student relationship. They avoid exploiting students for private advantage, acknowledge significant assistance from them, and protect students' academic freedom.

7.2.3. As colleagues, faculty 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. Faculty acknowledge their academic debts and strive to be objective in their professional judgments of colleagues. Faculty accept their share of responsibilities for the governance of their institution.

7.2.4. As members of their institutions, faculty seek above all to become effective teachers and scholars. Although they observe the stated regulations of the institution, provided that the regulations do not contravene academic freedom, they

maintain their right and obligation to criticize and seek revision of policies. They determine the amount and character of the work they do outside and inside the institution with due regard to their paramount responsibilities as faculty. When considering the interruption or termination of their service, they recognize the effect of their decision on the program of the institution and give due notice of their intentions.

7.2.5. As members of their community, faculty have the rights and obligations of other citizens. They measure the urgency of these obligations in light of their responsibility to their profession and to their institution. When they speak or act as private persons, they avoid creating the impression that they speak or act for their institution. They recognize that, as citizens engaged in a profession that depends on freedom for its health and integrity, they have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

7.2.6. As scholars and researchers, faculty members are responsible to propose, conduct, and report research with integrity. This responsibility includes, but is not necessarily limited to, avoiding deception at all stages; conducting research on human subjects only with the highest ethical standards and with appropriate review; proper care of animals used in research; avoiding plagiarism (including use of students' ideas without their permission and without citation of debt to them); and refraining from use of privileged information.

7.2.7. As employees, faculty, in common with all trustees, officers, and other employees, acknowledge a fiduciary relationship with the University based on loyalty, trust, good faith, and candor in performing job-related duties. In order to avoid conflict of interest or appearance of conflict of interest, each employee is urged to use good judgment, high ethical standards, and honesty in all job-related business dealings. Every employee of the University who is involved in a situation that may give rise to actual or apparent conflict of interest shall advise the President of that situation. The President will review any perceived conflicts of interest and decide on their disposition.

7.2.8. As Christians, and because of the University's commitment to its Christian mission, faculty are called to an ethical standard based on biblical principles and teachings of the church that exceeds those of typical professional standards. Faculty shall base their views and conduct on sound interpretation of the Christian scriptures, broad knowledge of the various Christian traditions (including the Wesleyan tradition that has most directly shaped Seattle Pacific University), careful use of God's gift of human reason, and genuine sensitivity to the experience and practice of Christian faith.

7.3. INTEREST IN CREATIVE WORKS

This Section 7.3 summarizes the rights and obligations of the University and individual faculty members with respect to certain creative works. Definitions of key terms and a detailed description of the rights and obligations are set forth in the Copyright Policy and Patent Policy in Appendix A. This Section 7.3 is subject to, and should be interpreted in light of, Appendix A. In the event of any inconsistency between the terms of this Section 7.3 and the terms of Appendix A, the terms of Appendix A control.

7.3.1 Copyright

7.3.1.1 The term **Work** means any original work of authorship that has copyright protection under Title 17 of the United States Code (**Copyright Act**).

7.3.1.2 The term **Faculty Academic Work** means any pedagogical, scholarly, artistic, or creative Work created by a faculty member while employed by the University, except that Faculty Academic Works do not include any of the following (subject to the exceptions stated in the Copyright Policy):

- A. any Work commissioned by the University;
- B. any Work created by a faculty member as a part of any sponsored project;
- C. any Work created with an exceptional contribution of University resources;
- D. any Work created for any University publication, for use on the University's website, or for any University advertising, marketing, or public relations purpose;
- E. any University trademarks or service marks, and the "look and feel" of the University website or its on-line courses;
- F. any University administrative intellectual property created by a faculty member that relates to the University's administrative operations; or
- G. any intellectual property that the University purchases or licenses from a third-party.

7.3.1.3 The term **Published Works** means (a) any book created by a faculty member that has been published and is available for purchase by the public (and, in the case of textbooks, any electronic textbook materials sold as a package with or as a part of the sale of the textbook); (b) any externally published academic journal article created by a faculty member (whether published as a single work or as a part of a compilation, for example, an article in a journal or magazine); (c) any work of visual art, any publicly presented production, reading, or staging of an original theatrical work, or

any musical composition, in each case, that would qualify as a scholarly work for purposes of promotion or tenure; (d) a significant software or engineering system crafted using some element of novelty which is subject to protection under the Copyright Act and qualifies as a scholarly work for purposes of promotion or tenure; and (e) any conference papers, posters, or presentations created by a faculty member to be delivered or displayed at a conference hosted by an external disciplinary association. If a Work is a Published Work (as defined above), then the term **Published Work** also includes earlier drafts of the Published Work, unless otherwise excluded from the term Published Work by this Section 7.3 or the Copyright Policy.

7.3.1.4 Each faculty member owns all Faculty Academic Works that he or she creates.

7.3.1.5 All Works (other than Faculty Academic Works) created by the faculty member during the course of employment with the University are owned by the University, except as otherwise provided by the Copyright Policy.

7.3.1.6 Each faculty member hereby automatically grants to the University for existing Faculty Academic Works, and will be deemed to grant to the University at the time of creation of any future Faculty Academic Work, a perpetual, world-wide, irrevocable, nonexclusive, royalty-free license to use, display, exhibit, publish, reproduce, and distribute for any University use or purpose each such Faculty Academic Work. Any such license will be transferable by the University to an entity under the control of, under common control with, or otherwise affiliated with the University. Notwithstanding anything in this Section 7.3.1.6 to the contrary, however, this Section 7.3.1.6 does not cause a faculty member to grant a license to the University in any Published Works.

7.3.2 Patent

7.3.2.1 Section 7.3.2 and the Patent Policy apply to all Inventions conceived or first reduced to practice by a faculty member during employment or related professional responsibilities at the University. The term **Invention** means any invention or discovery that is or may be patentable or otherwise protectable as to ownership. A **University Invention** is an invention owned by the University under the Patent Policy. A **Faculty Invention** is an invention owned by a faculty member under the Patent Policy.

7.3.2.2 Unless otherwise agreed in writing by the faculty member and the University:

7.3.2.2.1 Ownership of Inventions developed under an agreement between the University and a third-party (including grants and grant agreements) is determined by the terms of the agreement (***Sponsored Research***). If the agreement does not identify the ownership of Inventions, then—as between the University and the faculty member—the Inventions are University Inventions.

7.3.2.2.2 All Inventions that result from an exceptional contribution of University resources that do not involve University obligations to a third-party are University Inventions.

7.3.2.2.3 All Inventions that do not involve University obligations to a third-party or an exceptional contribution of University resources are Faculty Inventions.

7.3.2.3 A faculty member has the authority to decide whether he or she will pursue patent applications for his or her Faculty Inventions. The faculty member has no obligation to share with the University any proceeds or royalties received from any Faculty Inventions. The University has the authority to decide whether it will pursue patent applications for University Inventions. Net Royalties received by the University from any University Invention will be distributed according to the terms of the Patent Policy.

7.4. ROMANTIC RELATIONSHIPS POLICY

In general, relationships between faculty members and students are intended to be mentoring relationships marked by professionalism, trust, and respect. Faculty members have power relative to students, and romantic relationships between faculty members and students are susceptible to an abuse of power, especially in a situation where students are developmentally vulnerable. Therefore romantic relationships (outside of marriage) are not allowed between faculty members and students who are under the age of 23. The term “romantic relationships” means relationships that are intimate, romantic, or sexual in nature, in which both parties are willing participants, and includes any dating relationship. A relationship falls within this definition even if one or both of the participants consider it to be temporary, or episodic. A faculty member is prohibited from entering into a romantic relationship with a student if the faculty member has any supervisory, academic, or other professional responsibility over the student. In other situations, should a romantic relationship arise between a faculty member and a student age 23 or older, the faculty member (a) must not take on any supervisory, academic, or other professional responsibility over the student, (b) must disclose the romantic relationship to his or her department chair and dean and (c) must participate proactively and cooperatively in measures designed to eliminate the actual, potential, or perceived conflict of interest, bias, or impropriety and any adverse effects likely to arise from the romantic relationship. In situations where a faculty

member and a student are married, the faculty member must follow any directions from the faculty member's dean that are designed to eliminate actual, potential, or perceived conflict of interest, bias, or impropriety.

7.5. RESEARCH POLICIES

7.5.1. Human subjects research. Seattle Pacific University follows federal research guidelines from the Office of Human Research Protections, which is part of the Department of Health and Human Services. To ensure full compliance with federal law, any faculty member who intends to do research on human subjects, or to guide students in such research, must receive approval from the Institutional Review Board. Guidelines and forms for application are available on the IRB website.

7.5.2. Nonhuman animal care and use. Live animals used in research and teaching are cared for in compliance with the guidelines of the National Institute of Health. To ensure full compliance with federal law, any faculty member who intends to conduct research or teach with live animals, or to guide students in such research or teaching, must comply with applicable Federal statutes and the Seattle Pacific University Institutional Animal Care and Use Committee (IACUC) policies and procedures. Guidelines and forms for application are available on the IACUC website.

7.6. OTHER UNIVERSITY POLICIES

Other University publications also contain policies that are applicable to faculty members, such as those addressing harassment, sexual misconduct, drug use, or non-discrimination. Faculty members are expected to comply with and conform to these policies and requirements. These other publications include the handbooks and manuals listed below.

7.6.1. *Employee Handbook*. Certain policies and requirements that apply generally to all employees of the University are maintained (and updated from time to time) by the Office of Human Resources and are contained in the *SPU Employee Handbook*.

7.6.2. *Academic Policies Manual*. Certain policies and requirements applicable to academic practices, such as credit hour policies, student class attendance, violations of academic integrity, and academic appeals, are contained in the *Academic Policies Manual* maintained by the Office of the Provost. Periodic changes and updates to these policies are subject to review by the faculty Curriculum Committee.

8. FACULTY DEVELOPMENT

8.1. THE PROFESSIONAL DEVELOPMENT PLAN

The Professional Development Plan (PDP) allows each faculty member to plan an appropriate course of professional development. The PDP also assists faculty committees

and University administrators to plan for faculty development resources, and is used in the faculty evaluation process.

8.1.1. Process. No later than October 1 of the second year of contracting with the University, each regular faculty member will file a Professional Development Plan (PDP) with the relevant Dean or Dean's designee. Faculty appointed as Deans will file the plan with the Provost; an appropriate administrative supervisor will be specified by the Provost for individual cases not covered in this provision. The PDP will be reviewed by the Dean or designee, and a copy of the report, with comments by the Dean or designee and specifically noting whether the plan is approved, will be sent to the faculty member and maintained on file by the relevant Dean.

For tenure-track faculty, the scope of the plan will be no less than one year and no more than five years, and they will submit an updated plan for review by their Dean or designee every year. Tenured faculty and renewable term faculty will develop and submit a revised PDP at least every fifth year (although individual departments or schools may require more frequent PDP revisions).

8.1.2. Content. Although no set format is prescribed for the Professional Development Plan, it must address the categories of mission fit, teaching, advising, scholarship, and service as outlined in this *Handbook*, and will note those institutional resources required and/or requested to accomplish the planned growth. The PDP should also address the University's commitment to spiritual formation. Specific items and activities to be included should take account of the individual's talents and needs. As University and department or school goals are articulated and accepted by the community, the PDP is expected to take account of those goals, linking the individual's plans and goals to those of the University.

8.2. FACULTY DEVELOPMENT FUNDING

8.2.1. Professional Development Funds. The Provost annually budgets funds to each school to assist faculty in professional development activities, including membership in professional associations; attending academic conferences, workshops, and institutes; and presenting at academic conferences or workshops. The Deans will make these funds available to their regular faculty, following policies developed in each school and approved by the Provost. Deans must budget for this expense and sign authorization for payment, which must be accompanied by receipts or invoices.

8.2.2. Academic Renewal Grants. In order to encourage development of more effective teaching and learning strategies, the Office of the Provost annually provides funds for Academic Renewal Grants (ARGs). These grants support replacement faculty or overload contracts, learning resources, and administrative and consultant support. The ARG program is administered through each school, and applications and guidelines are available from the Dean.

8.2.3. Faculty Research Grants. In conjunction with one of the standing committees of the faculty, the Center for Scholarship and Faculty Development administers a budget for grants to assist regular faculty in their scholarship. Application deadlines, guidelines, and forms are available on the Center's webpage.

8.2.4. Doctoral Completion Awards. As an added inducement for regular faculty members to complete their doctoral programs, a leave of one quarter may be awarded with full salary, subject to all of the following conditions:

- A. The applicant has served seven consecutive years as a full-time SPU faculty member.
- B. The applicant holds the rank of instructor or higher at time of application.
- C. The leave is devoted to an approved program of graduate studies leading to the doctorate.
- D. The applicant agrees to return to the SPU faculty for at least one academic year.

8.2.5. Forgivable loans. The Provost in consultation with the Vice President for Business and Finance may make funds available to regular faculty to assist in professional development. These forgivable loans are awarded on a note signature basis and are redeemable through completion of a stipulated amount of continued service to the University (in which case they become reportable as taxable income). Applications are made directly to the Dean.

8.3. THE CENTER FOR SCHOLARSHIP AND FACULTY DEVELOPMENT

In consultation with the Faculty Development Committee, the Center for Scholarship and Faculty Development (CSFD) provides workshops, seminars, and other programs on topics related to faculty roles in teaching, research, and service. Specific programs include, but are not limited to, the following:

8.3.1. New Faculty Seminar. Newly hired tenure-track faculty participate in a ten-week seminar, which provides them with the opportunity to reflect on the distinctive features of Christian higher education, including the history, goals, and features of faith and learning. In addition, participants explore and discuss the heritage and mission of Seattle Pacific University. This seminar is a part of the overall commitment by the University to spiritual formation. Release time is given to allow faculty adequate time to participate.

8.3.2. Faculty Research Grants. As described in *Section 8.2.3*, in conjunction with one of the standing committees of the faculty, CSFD administers a budget to support original scholarship by faculty.

8.3.3. Assistance with external grant proposals. The CSFD's Office of Sponsored Programs provides resources and guidelines for applying for outside funding. All external grant applications must follow the process prescribed by the Center, which approves and makes the final submission of such proposals.

Further information regarding grant writing and support is available on the CSFD webpage.

8.3.4. Theological education. Courses in various topics of theological significance--biblical studies, theological topics, integration of faith and disciplines--are offered periodically. These courses are offered at no cost to all faculty on a first-come basis.

8.4. FACULTY MENTORING PROGRAMS

To provide professional and personal support to faculty, the University sponsors three mentoring programs. These peer faculty mentors fill a strictly supportive and formative role, helping their non-tenured colleagues to understand the culture and expectations of the University and to present the best possible case in pre-tenure and tenure evaluations. Mentors will not serve on any evaluative body before which their assigned mentee is appearing, nor may they offer evaluative input to these bodies.

8.4.1. Social mentor. First-year, full-time regular faculty are assigned a social mentor for the purpose of socialization into the SPU community. The Center for Scholarship and Faculty Development assigns the social mentors, who are typically in their fourth or fifth year at SPU.

8.4.2. Senior mentor. Tenure-track faculty undergoing pre-tenure review are provided with a senior mentor to offer support and guidance through the review process. Senior mentors are assigned by the Center for Scholarship and Faculty Development and are typically recently tenured faculty.

8.4.3. Tenure mentor. Faculty applying for tenure are assigned a tenure mentor by their Dean to offer support and guidance through the tenure process. This mentor will typically be tenured and from the department or school of the tenure-track candidate. The tenure mentor will recuse himself or herself from voting on the candidate.

8.5. WETER LECTURESHIP

The Winifred E. Weter Faculty Award Lecture for meritorious scholarship recognizes the forty years of service that Dr. Winifred Weter, Emerita Professor of Classics, provided the University. The lectureship provides a public platform for the claims of the liberal arts in the Christian university. Each Weter award lecturer receives an honorarium and a medallion to be worn at formal academic events. Proposals are reviewed by the Faculty Development Committee in May, and the lecture is held the following year. Exact dates and deadlines are published annually in the University calendar.

In selecting the lecturer, the Faculty Development Committee employs these guidelines:

- A. the thesis of the lecture should be clearly stated in the proposal, which should show that the main ideas have been examined in sufficient detail so that only an elaboration of them remains;
- B. ideas to be presented should be original in content or in relation to one another; there must be novelty in content or in insight or in both;
- C. the lecture should not be a repetition of a previous paper or address;
- D. the lecture should be a showcase for scholarship informed by a Christian worldview and for the value of the liberal arts as a whole, or of a discipline of the liberal arts, to the community of Christian believers;
- E. the lecture should be appropriate for an audience of generally-educated persons, including students, yet should have insights, interpretations, and perspectives of interest to listeners in the discipline of the proposer;
- F. the lecture is not limited to spoken presentation; it may involve other media of expression appropriate to the lecturer and the subject; and
- G. candidacy for the lecture is limited to regular faculty.

8.6. SABBATICALS AND LEAVES

8.6.1. Sabbaticals. The sabbatical for professional renewal has historically been deemed essential to the intellectual and academic quality of faculty members and the whole University. This privilege allows a faculty member to work on a pedagogical or curricular project, to do research and writing, to pursue a scholarly interest, or otherwise to improve professionally. The sabbatical is an earned privilege and not a right.

8.6.1.1. General provisions. The number of sabbatical leaves in a given academic year shall be approximately 10 percent of the total full-time teaching faculty. While many sabbaticals are provided by colleagues who

assist in covering courses, committee assignments, advising and other duties, at no increased cost to the University, some sabbatical leaves are provided through designated funds.

8.6.1.2. Eligibility and options. A full-time regular faculty member who has attained the rank of assistant professor or higher is eligible for a sabbatical leave after each five years of full-time service at Seattle Pacific University. Unused eligibility accumulates up to ten years. Service to the University under overload contracts or before becoming a regular faculty member does not accrue toward time qualifications for sabbatical, nor do leaves of absence. The following options are available:

A. The applicant may request a sabbatical with full salary for one quarter's duration or one-half salary for two quarters.

B. An individual who has accumulated ten years of eligibility toward sabbatical leave may apply to receive full salary for a sabbatical leave of two quarters' duration. Those who qualify for two quarters of sabbatical but are awarded only one will be considered on equal terms with other applicants in subsequent years.

8.6.1.3. Benefits. All faculty benefits and institutional courtesies apply to the recipient of a sabbatical leave. No distinction is made between regular academic responsibilities and sabbatical leave in determining seniority, promotion, and salary increments based on years of service.

8.6.1.4. Obligations. The recipient shall not accept employment during a sabbatical leave without prior approval of the Provost, who may request advice from the Faculty Status Committee. The recipient shall submit a written report to both the relevant Dean and the Faculty Status Committee within one quarter of his or her return to the University. This report will then be added to the individual's official personnel file in the Office of the Provost.

A sabbatical recipient is obligated to return to SPU for at least one full academic year subsequent to the leave. Anyone who fails to do so shall repay the entire amount of salary received and benefit premiums paid on behalf of the faculty member while on leave.

8.6.1.5. Procedure. The deadline date and application procedure for sabbatical applications is published annually by the Office of the Provost. Applications are submitted through the Dean to the Faculty Status Committee, with final approval by the Provost.

8.6.1.6. Criteria. Recommendations of the Faculty Status Committee concerning applications for sabbatical will be based on institutional need, individual need, and the merits of the proposal.

Institutional need may be identified through one or more of the following objectives, which the Faculty Status Committee shall consider in order of priority:

- A. updating or increasing the faculty member's teaching effectiveness;
- B. enlarging the applicant's contacts within the discipline or the profession through scholarship, research, and/or writing;
- C. enhancing the institution's reputation; or
- D. completing the applicant's degree requirements.

Individual need may be for one or more of the following, which Faculty Status Committee shall consider in order of priority:

- A. engaging in professional activities such as scholarship, research, and/or writing;
- B. updating or increasing teaching effectiveness;
- C. completing degree requirements; or
- D. satisfying the need for renewal and refreshment.

Merits of the proposal shall be determined by the following, which the Faculty Status Committee shall consider in the following order: first, eligibility and length of service since the previous sabbatical or leave; then, all other items taken together:

- A. eligibility and length of service;
- B. care and thought put into the proposal, as shown by presence of sufficient details for evaluation and realistic appraisal of problems involved;
- C. feasibility of the proposed program (as indicated by the proposal or other information) and probability that the proposal will be carried out;
- D. desirability of the proposed program for the individual;

E. appropriateness of, or benefit to be derived from, the proposal by the University;

F. fairness to the individual and the institution; and

G. benefits to be derived from length of service following the sabbatical.

8.6.2. Faculty leaves of absences and exchanges. A faculty leave of absence without salary support from the University may be granted for a period of up to two academic years for any purpose mutually agreed upon, such as self-improvement or advancement through degree-program study, teaching or research at another educational institution or agency, independent study, travel related to professional development, church or civic service, or involvement in some teaching-related experience. A faculty exchange involves loaning a faculty member to another institution and receiving a replacement from that institution. The right to participate in such exchanges may be granted provided that salary and terms satisfactory to all parties have been negotiated and agreed to in writing in advance.

8.6.2.1. Eligibility. Under normal circumstances, a regular faculty member is eligible to apply for a leave of absence without salary support after two years of full-time teaching at SPU. Under exceptional circumstances the University, in order to attract a faculty member whose competence and personal qualities are urgently needed, may grant an immediate leave in order to place the new appointee under some of the University's benefit provisions.

8.6.2.2. Counting leave as years of service. Leaves of absence do not accrue toward time requirements for promotion, tenure, sabbatical or other advancements unless negotiated otherwise before receiving the leave. For non-tenured faculty the leave of absence carries no obligation on the part of the University or the faculty member to resume regular contracting association. It does provide protection against loss of accumulated benefits or status.

8.6.2.3. Benefits. Recipients of leaves of absence may be allowed to continue participating in group health insurance at their own expense. In an exchange, access to benefits for faculty members will be negotiated as part of the exchange. To facilitate continuation of applicable benefits, the recipient of a leave of absence must file a Leave of Absence form with the Office of Human Resources.

8.6.2.4. Application procedures. Application for leave of absence or exchange should be made through the Dean and must be approved by the Provost.

9. FACULTY EVALUATION CRITERIA AND PROCESSES

Evaluation is an ongoing process that allows faculty members to fulfill their responsibilities effectively and aids faculty and administrators in planning jointly for wise use of University resources. Faculty evaluation also provides a basis for decisions concerning promotion, tenure, and retention.

The faculty evaluation process includes both formal and informal feedback. Informal review occurs through regular consultations between the Dean or designee and the individual faculty member. In addition, formal evaluation occurs in regularly scheduled discussion of the Professional Development Plan, in response to specific events, or in response to applications made by faculty members. A formal status review occurs in the course of pre-tenure, tenure and promotion decisions.

9.1 CRITERIA FOR FACULTY EVALUATION

Since Seattle Pacific University's mission is holistic—seeking to promote the intellectual, personal, and spiritual development of the whole person—the dimensions involved in faculty evaluation are similarly holistic. These dimensions fall into two sets. The first involves considerations of the faculty member's character, professional conduct, and congruence with the mission of SPU. These criteria are foundational for continuing employment.

The second set examines the faculty's member's competence and contribution in the areas of teaching and advising, scholarship, and service. These performance criteria apply to all stages of the faculty evaluation process for regular faculty, although expectations for the level of achievement vary depending upon rank and experience.

The evaluation criteria may be revised in renewable term or contingent appointments where a faculty member's responsibilities might not align with the criteria, or where unusual circumstances attach to an appointment. In such cases, the department chair and Dean, with the approval of the Provost, may adapt the criteria as appropriate. If this occurs, the variance shall be stated in writing, with copies provided to the candidate. The Dean will include a copy of the variance in the candidate's official personnel file.

9.1.1. Character and congruence with mission. This first set of evaluative considerations is foundational in nature, intended to ensure that core mission commitments are upheld by all faculty. Evidence of conformity to these criteria is prerequisite for any new hire, as well as for the yearly renewal or continued appointment of all faculty. Assessment of these criteria will be the particular focus of tenure decisions and a continuing requirement for tenured faculty. A negative evaluation on these foundational criteria cannot be compensated for by a faculty member's strengths in criteria related to competence and contribution.

9.1.1.1. Vital Christian life. Faculty will serve as models of vital, growing Christian life. The University welcomes faculty members from the range of theologically orthodox Christianity who affirm the University's Statement of Faith. The University believes that a set of shared Christian commitments gives the University its distinctive identity, but also recognizes that Christians embrace and display vital faith in a variety of theological expressions, worship forms, gifts and ministries. However, in recognition of the shared conviction across Christian communions of the centrality of church participation to the nurture of vital Christian life, all faculty members are expected to actively participate in a local church.

9.1.1.2. Educational mission. Faculty will provide evidence of a significant commitment to the spirit and objectives of SPU's Christian educational mission. They will understand and affirm the goals of Christian higher education.

9.1.1.3. Professional conduct. Faculty will model professionalism, be self-monitoring, and make all reasonable efforts to fulfill the responsibilities of their roles. They will conform to the guidelines on professional ethics (*Section 7.2*) in the *Handbook* and exhibit public and personal moral integrity. They will model respectful and constructive interaction—even in dissent—in their dealings with students, staff, fellow faculty, and administrators.

9.1.2. Competence and contribution. Faculty will be evaluated on three major areas of responsibility: teaching and advising, scholarship, and service. Successful faculty will demonstrate interest, competence, and activity in each of these three areas. However, since teaching is the paramount responsibility of faculty at SPU, effectiveness in this area will be weighted most heavily.

9.1.2.1. Teaching and advising. This evaluation will consider the various dimensions of the teaching enterprise. Faculty will show evidence of superior teaching and effective advising designed to achieve positive student outcomes, including

- A. demonstration of skills in the craft of teaching, and a commitment to ongoing assessment and cultivation of pedagogical skills;
- B. demonstration of an ability to cultivate student interest in the subject matter and a high degree of student effort and engagement;
- C. evidence of respect for student differences as well as a capacity to listen to students' viewpoints and to manifest a sympathetic understanding of their needs;

D. evidence of awareness of the relationship of one's discipline to the liberal arts, other academic disciplines, and the professions;

E. evidence of accessibility to and competence for advising students on academic and vocational matters;

F. evidence of sufficient academic breadth and professional versatility to permit the candidate to respond appropriately to future changes in departmental offerings, to new University curricular initiatives, and to national trends in the candidate's discipline; and

G. the ability to communicate possible implications of Christian convictions for one's discipline, and possible implications of central claims in one's discipline for Christian faith and life.

9.1.2.2. Scholarship. Scholarship is mandatory for each tenure-track and tenured faculty member. Faculty will demonstrate scholarly growth in conformity with the definition of scholarship in *Section 6.5*. Specific criteria established by each department or school and approved by the Faculty Affairs Committee will be used as a standard for evaluating faculty in that department or school. These criteria are available on the website of the Office of the Provost.

Evaluation of scholarship will include

A. evidence of an ongoing program of professional study;

B. evidence of professional engagement with one's academic discipline and/or profession; and

C. evidence of scholarly products that have been publicly disseminated and subjected to peer review.

9.1.2.3. Service: Evidence of service to the institution is essential for favorable evaluation and advancement. Service to the larger academy and the community, including the church, is also valued. Types of service that are valued are described in *Section 6.6*.

9.2 CRITERIA FOR EVALUATING LIBRARIANS

Librarians with faculty rank are evaluated by the same criteria as other teaching faculty, with two exceptions. First, since they are in non-tenure-track positions, contributions to scholarship will be encouraged and rewarded but not required. Second, the following paragraph 9.2.1 replaces the "Teaching and advising" criteria outlined in *Section 9.1*.

9.2.1 Performance in librarianship. Items to be considered in assessing the effectiveness of a librarian are related to the classification of the individual's position. But overall, effective librarians demonstrate the following attributes and qualities:

- A. command of specialty areas, and ongoing practices that maintain currency with developments in these areas;
- B. fulfillment of specified responsibilities—e.g., providing aid and instruction to students and faculty in research, guiding and implementing acquisitions in one's area;
- C. ability, when appropriate, to direct the activities of subordinate library staff and/or student workers; and
- D. commitment to ongoing assessment and cultivation of skills in librarianship.

9.3. RESPONSIBILITY FOR COMPLETION OF EVALUATIONS

All regular faculty are responsible to solicit the necessary student feedback and complete the annual evaluation process listed below as part of their commitment to professional growth. Positive findings of these processes can be cited in subsequent applications for promotion and for institutional competitive funding for scholarly activities. Failure to participate in required formal evaluations, including filing a Professional Development Plan, may result in withholding of Professional Development Funds, salary increases, step increases, promotions, sabbaticals, or other benefits of employment. Continued failure after notice may also give rise to a dismissal for cause or other sanction.

9.4. STUDENT FEEDBACK

Faculty are responsible for collecting written student feedback using University approved forms for their courses. Full-time faculty, both regular and contingent, must evaluate at least three classes each year. Adjunct faculty must solicit student feedback forms for every course they teach. All student feedback forms must be kept secure and ensure the students' confidentiality. The student feedback form must include an appraisal of the faculty member's commitment to the relationship of faith and learning and spiritual formation. Student feedback data will be made accessible to the faculty member, the Dean, and the Provost.

9.5. ANNUAL SELF-ASSESSMENTS AND EVALUATIONS

Annually, in accordance with a schedule established by the Dean, each regular faculty member will submit a report regarding his or her Professional Development Plan (PDP).

Submitted to the Dean or designee, this annual self-assessment will summarize, for each category, the extent to which goals and/or objectives in the PDP were achieved, to what extent additional professional activities were accomplished, and will include a personal assessment by the faculty member.

Each regular faculty member will be evaluated in writing by the Dean or designee annually. This evaluation will address the PDP, the self-assessment, and the summary of student feedback forms, and may include other data deemed relevant. The intent of this process is to provide a brief annual accounting of the faculty member's work and to help department chairs and Deans identify faculty who may need assistance.

Deans or designees are responsible for evaluating contingent and adjunct faculty by meeting regularly with them to review course syllabi and course evaluation, and are encouraged to conduct classroom observations.

10. STATUS REVIEWS

Status reviews are formal evaluations conducted as part of a third-year review, a pre-tenure review, a post-tenure review, and the review of a tenure or promotion application.

10.1. GENERAL PRINCIPLES FOR STATUS REVIEWS

The following general principles apply in all status reviews:

- A. Mutual respect of participants and concern for personal and institutional needs are significant undergirding values.
- B. Applicants shall provide full documentation as required for each decision process, including additional information if requested.
- C. Applicants shall avoid informal and unofficial discussion of the application with members of the departmental or school review committee and the Faculty Status Committee.
- D. Colleagues shall avoid advocating for or against an applicant outside of the formal submission process.
- E. Participants should seek to ensure that the evidence used in evaluation is relevant and substantial. All evaluators shall have equal access to the evidence used in evaluation. Evaluators who have not studied the evidence in a given case shall recuse themselves from participation.

- F. Before the file is forwarded at each level, its full content shall be disclosed to the applicant, who shall have access to any additions beyond the original submission, while maintaining confidentiality of sources.
- G. The rationale for recommendations and decisions shall be directly supportable by evidence.
- H. To encourage candid evaluation, protect individual reputations, and allow for objectivity and fairness, all participants shall use discretion in communication. In particular, votes will be kept confidential.
- I. Communication of the recommendations and decisions to those directly affected shall be direct, candid, and respectful.

10.2. CONTENT OF FILES FOR STATUS REVIEWS

For each status review, the candidate must prepare an application file that addresses the criteria for evaluation and is divided into two parts as specified below. Files exceeding the specified page limits will be returned without review. The file should be submitted pursuant to instructions from the Office of the Provost and include the following items:

Part I: Primary documents

- A. *A curriculum vitae* [5 pages];
- B. a narrative that describes the development of the candidate's faith over the years, reflects the candidate's affirmation of the central claims of historic Christian teaching, responds to the SPU Statement of Faith, and provides some indication of the current practices that form and sustain the candidate's faith and life—including participation in a local church [4 pages];
- C. an articulation of the candidate's sense of vocation as a faculty member—touching on the interplay of teaching, scholarship, and service—that indicates congruence with SPU's mission of Christian higher education, conveys the candidate's philosophy of education, and includes some reflection on how the candidate understands Christian convictions to affect his or her work in each of the three areas of faculty responsibility [4 pages];
- D. the candidate's analysis of and self-reflections on teaching strengths and areas needing development, interacting with both student and peer input [4 pages];

- E. a narrative describing the candidate's scholarly trajectory that indicates how he or she meets the scholarship standards of the school or department [2 pages];
- F. a description of the types of the service activities the candidate has taken on since coming to SPU, or in the case of an application for promotion, since the candidate's last promotion [2 pages]; and
- G. a self-assessment of expertise and availability for academic and vocational advising [2 pages].

Part II: Appendix: [no page limits]

- A. A current PDP, and the candidate's immediately prior PDP (both with Dean or designee response);
- B. four representative syllabi;
- C. an unabridged record of all official University student feedback forms for the previous three years, or in the case of third-year and pre-tenure review, since the candidate's arrival at SPU;
- D. peer-review assessments of the candidate's teaching, including at least one by a member of the candidate's school or department and one by a peer from outside of the candidate's school or department, in each case selected by the Dean or designee.
- E. samples of scholarly products the candidate has produced (particularly since coming to SPU), noting the role of peer review in their publication or reception;
- F. any further supporting documents (reference letters, commendations, reviews, and so on) that the candidate may wish to include attesting to the candidate's character, congruence with the SPU mission, competence, or contribution.

In addition to these items, files submitted in support of a tenure application must include a copy of the pre-tenure review letter to the candidate from the Faculty Status Committee. Files submitted in support of an application for promotion to the rank of Professor must include at least two letters (solicited by the candidate's Dean) offering evaluation of the candidate's competence and scholarly contribution by peers in the candidate's field at appropriate institutions outside of SPU.

10.3. PRE-TENURE REVIEW FOR TENURE-TRACK FACULTY

The primary purpose of the pre-tenure review for tenure-track faculty is formative, evaluating the degree to which a faculty member is successfully progressing toward tenure and whether it is probable that the candidate will eventually meet the tenure standards. The review identifies areas of strength and areas needing improvement in light of tenure standards. In extraordinary circumstances, the Faculty Status Committee may recommend discontinuance of employment to the Provost, who will accept or reject the recommendation.

10.3.1. Initiating pre-tenure review. This review is initiated by the Dean. Ordinarily this review occurs during the candidate's third year of employment, but when previous experience counts as years toward tenure, the review process may begin earlier at the discretion of the Dean so as to allow appropriate time between the initial review and the tenure review.

10.3.2. Preparation of the candidate's file. The candidate will prepare a file in accordance with *Section 10.2*. The candidate's senior mentor, assigned by the Center for Scholarship and Faculty Development, will complement the candidate's Dean or designee in guiding the preparation of the file. The Dean or designee will select one member of the candidate's school or department and one peer from outside the candidate's school or department to conduct a peer-review assessment of the candidate's teaching to be included in the file.

10.3.3. Designating the pre-tenure review committee. The candidate's Dean or designee will form a pre-tenure review committee composed of the candidate's department chair or designee and at least three tenured faculty members. Priority for membership on this committee will belong to tenured members of the candidate's academic department or school. In cases of small departments, additional faculty members (with tenure) may be drawn from closely related departments. Faculty Status Committee members may serve on a pre-tenure review committee and participate in both discussions and votes.

10.3.4. Procedures of the pre-tenure review committee. The review committee shall distribute an evaluative instrument to all tenured faculty in the department or school, giving them an opportunity to provide written comments concerning the candidate. In addition, all members of the committee will observe the candidate teach at least one class session. (This is in addition to the two teaching observations in the candidate's file.) Subsequently, in accordance with the schedule posted by the Office of the Provost, the candidate's department chair or designee shall convene a meeting of the review committee. The candidate's file shall be available to committee members for review at least two weeks prior to this meeting. During the meeting, the Dean or designee may speak for or against the case, the committee will

review and discuss the candidate's file, and the committee will draft a report based on their deliberation.

10.3.5. Committee report. The report of the pre-tenure review committee will include suggestions concerning the mutual responsibilities of the individual and the institution. These suggestions may address continuance or non-continuance of the individual's relationship to the institution, activities and/or evidence that may be appropriate in leading the individual toward tenure, descriptions of institutional support that may help the individual's development, and other relevant matters. The committee will review its findings and suggestions with the candidate, guarding confidentiality, and the candidate may append a response to the file. The committee will forward its report and the file to the Dean or designee by the date designated by the Office of the Provost.

10.3.6. Review by Dean. The Dean or designee will review the file and add a separate written recommendation. He or she will then forward the pre-tenure review committee's report and the candidate's file to the Faculty Status Committee in accordance with the schedule established by the Office of the Provost.

10.3.7. Review by the Faculty Status Committee. After discussing the file, the Faculty Status Committee (FSC) will make a written report to the Provost, with a copy to the applicant, noting the candidate's strengths and any relevant weaknesses. In addition, the FSC will include a statement about whether it is probable that the candidate will be able to meet the standards for tenure. In extraordinary cases, the FSC's report may include a recommendation of discontinuation. The FSC report will become part of the candidate's official personnel file.

10.3.8. Review by the Provost. In the case of a recommendation of discontinuation, the Provost will accept or reject such a recommendation and advise the applicant and the pre-tenure review committee accordingly.

10.3.9. Continuing guidance. The candidate's Dean or designee will take account of the results of the pre-tenure review in subsequent annual reviews.

10.4. THIRD-YEAR REVIEW FOR RENEWABLE TERM FACULTY

Faculty hired into renewable term positions shall be evaluated by a review committee in the third year of their full-time employment. This review will evaluate both issues of fit and competence and unless a Dean with approval of the Provost specifies modifications, will follow the procedures for pre-tenure review outlined above, except that these faculty will not be reviewed by Faculty Status. Librarians with faculty rank will be reviewed by Faculty Status.

10.5. TENURE REVIEW

Tenure at Seattle Pacific University is understood as a symbol of both the individual's and the institution's joint commitment to the University's mission.

The individual, before applying for tenure, has expended considerable time and energy in personal and professional development, has demonstrated compatibility with the mission and institutional climate of Seattle Pacific University, and has been evaluated numerous times. Application for tenure signifies that the individual wishes to be considered a permanent part of the community and acknowledges a continuing responsibility to perform faculty duties faithfully.

The institution, in granting tenure, recognizes that tenure confers on the faculty member continuous contract rights and the right not to suffer discriminatory reduction in salary (except as expressly permitted by this *Handbook*).

Both parties understand that tenure provides protection for the individual against non-reappointment, as well as partial protection in other circumstances, but that the tenured contract may be severed through resignation, retirement, prolonged illness, layoff, or dismissal for cause.

10.5.1. Eligibility for tenure. Persons on tenure track are eligible for consideration for tenure in accordance with the following schedule.

<u>Rank when hired</u>	<u>First Year Eligible to Apply</u>	<u>May Also Apply in Years</u>
Assistant*	6	7, 8
Associate	5	6, 7
Professor	4	5, 6

*Instructors who have served at SPU six or more years and are promoted to assistant professor shall be considered during their first year at assistant rank.

After the first year of eligibility, an individual who does not apply or is not granted tenure may apply for tenure during either or both of the subsequent two years. Any administrator or faculty committee that recommends against granting tenure during the first or second application may also recommend that the candidate be given a terminal contract, that is, a contract with no further opportunities to apply for tenure. Any decision to discontinue the tenure track will ultimately be made by the President on recommendation of the Provost.

Any person who is not granted tenure in the final year of eligibility as defined in this *Handbook* shall be terminated. The contract issued for the final year of eligibility shall contain notice that if tenure is not granted, it is a terminal contract.

A faculty member who serves as the primary caregiver to a child born or adopted into the family shall automatically receive a one-year delay in the timeline identified above (a faculty member may waive the automatic delay). A faculty member may petition for a one-year delay if the faculty member is a secondary caregiver or if the faculty member has already received a one-year delay for the birth or adoption of a child. The maximum delay for childbirth or adoption is two years.

A faculty member who receives a disability leave may request a one-time one-year delay in the timeline identified above. Other reasonable accommodations may be available, depending on the circumstances and applicable law. The request must be submitted in writing to the relevant Dean.

10.5.2. Criteria for tenure. Tenure evaluation will utilize the criteria found in *Section 9.1*. In light of the long-term nature of the tenure commitment, assessment of the candidate's character and congruence with the mission of the University will be a particular focus. Consideration of the candidate's competence and contribution will weigh both the candidate's current strengths and the evidence that the candidate will maintain and build on these strengths when granted the benefits of the tenure relationship.

10.5.3. Initiating tenure application. The Office of the Provost is responsible to initiate the tenure process. This responsibility includes informing candidates of eligibility and deadlines.

10.5.4. Preparation of the candidate's file. The candidate has the primary responsibility to make a strong case for his or her tenure, preparing a file in accordance with *Section 10.2*. The Dean or designee will assign a tenure mentor, who shall assist in the preparation of the tenure file. The Dean or designee will also select one tenured member of the candidate's school or department and one tenured peer from outside the candidate's school or department to conduct a peer-review assessment of the candidate's teaching to be included in the file.

10.5.5. Designating a tenure review committee. The candidate's Dean will designate a tenure review committee of no fewer than five members to assess the candidate's qualifications for tenure and to vote for or against tenure. Priority for membership on this committee will belong to tenured members of the candidate's academic department or school. In cases of small departments, additional faculty members (with tenure) may be drawn from closely related departments. Faculty Status Committee members may serve on a tenure review committee and participate in both discussions and votes.

10.5.6. Procedure of the tenure review committee. In accordance with the schedule posted by the Office of the Provost, the candidate's Dean or designee shall convene a meeting of the candidate's tenure review committee. The candidate's file will be

available to committee members for review at least two weeks prior to this meeting. After discussion, the members of the tenure review committee present at the meeting shall vote on whether or not to recommend the candidate for tenure. The applicant's Dean or designee shall be present at this meeting, may speak for or against the candidate, but shall abstain from voting.

10.5.7. Committee report. Following the meeting, the Dean or designee shall draft a summary account of the comments of the tenure review committee and a record of the vote. The tenure review committee supports a candidate's application only if a majority of the members vote in favor of the candidate's being tenured. The summary account will be circulated to committee members for approval and, when approved, will be added to the candidate's file. When appropriate, committee members may prepare minority reports as appendices.

10.5.8. Non-recommendation for tenure. Except in the terminal year of a candidate's eligibility, if the tenure review committee does not support tenure, the process will move no higher. The committee's report shall include specific suggestions about 1) area(s) needing improvement or change, and 2) appropriate forms of institutional support for the candidate. The candidate's Dean shall present this report, with personal counsel, to the applicant. In addition, the Dean shall inform the Faculty Status Committee that the candidate is not being recommended for tenure.

In the terminal year of his or her eligibility for tenure, a candidate has the option to advance his or her file (including the tenure review committee's report) through further levels of evaluation for consideration. The applicant's decision to forward the file must be in writing, within the deadline published by the Office of the Provost.

10.5.9. Review by Dean. If the tenure review committee supports the candidate's application for tenure, or if a candidate in the terminal year of eligibility chooses to forward a file without the committee's support, the applicant's Dean will review the file and add a written recommendation. He or she will then forward the tenure review committee's report and the candidate's file to the Faculty Status Committee in accordance with the schedule established by the Office of the Provost.

10.5.10. Review by the Faculty Status Committee. The Faculty Status Committee shall review the file in consultation with the Provost. The applicant's Dean, at his or her request or by the Faculty Status Committee's request, may present the case in person to the FSC, who will notify the Dean in advance of any significant questions or reservations to allow for appropriate response. The FSC will reach a decision of support or nonsupport for tenure and add a statement of this recommendation to the file, sending a copy to the applicant.

10.5.11. Review by the Provost. The Provost shall review the applicant's file, including the action of the Faculty Status Committee, meet with the candidate for a personal

interview, and determine a recommendation. The Provost will inform the applicant of the action taken to this point, including the recommendation of the Provost, and forward the application with all recommendations to the President. The Provost shall report to the FSC any recommendation at variance with that of the committee.

10.5.12. Review by the President. The President shall review the application (including the reports of the tenure review committee, the Dean, the Faculty Status Committee and the Provost), meet with the candidate for a personal interview, and decide whether or not to accept or reject the tenure application. The President shall report his or her decision in writing to the Provost and may provide the Provost with a written account of the reasons for rejecting an application. The President's rejection of a candidate's tenure application will end the process. If the President decides to support the application, it shall be sent to the Board of Trustees for final approval.

10.5.13. Review by the Board of Trustees. Upon review of the President's recommendation, the Board of Trustees has sole discretion to determine whether to grant tenure, and its decision shall be final. The Board of Trustees may interview the Deans with respect to each recommended tenure candidate. The Board of Trustees shall report its deliberations and decisions to the President and the Provost. The Provost will promptly advise the candidate of the decision.

10.5.14. Responsibility for notification. If any evaluating person or body (Dean, Faculty Status Committee, Provost, President, or Board of Trustees) fails to support an application for tenure, that person or body shall provide written notification to the candidate with reasons based on the criteria for tenure, except that the President shall represent the Board of Trustees to the candidate.

10.5.15. Withdrawal from process. At all levels of tenure review, the candidate has the option to withdraw the application from further consideration by giving written notification to his or her Dean.

10.6. RESTORATION OF TENURE

Persons who were formerly tenured at Seattle Pacific University, who were separated from the institution for a time, and who are rehired may apply for restoration of tenure at the time of their reappointment.

The application for restoration of tenure at reappointment shall include

- A. a statement of Christian testimony and brief summary of the individual's philosophy of Christian higher education (2-4 pages);
- B. a current *curriculum vita*; (no more than 2-3 pages unless special conditions dictate otherwise);

C. a current Professional Development Plan and self-assessment, together with an administrative evaluation;

D. 2-3 reference letters (including some by experts outside SPU) citing empirical evidence of satisfaction of criteria for tenure; and

E. at least the most recent three-year collection of student feedback forms, in chronological order, supplemented by analysis by the candidate referencing SPU's teaching criteria, or, if such evidence is not available, other evidence of effective teaching demonstrably equivalent to such evidence and analysis.

The Dean shall forward the application with a recommendation to the Faculty Status Committee, or during summer quarter or quarter breaks, to a subcommittee consisting of any three members of the Faculty Status Committee, who will make a recommendation to the Provost. Procedures for recommendation to the Board of Trustees shall thereafter follow the procedures specified for granting tenure as outlined in this *Handbook*. Tenure shall not be restored without affirmative recommendation from the Dean, the Faculty Status Committee or its designated subcommittee, the Provost, the President and an affirmative decision by the Board of Trustees.

10.7. GRANTING OF TENURE AT APPOINTMENT

In rare instances, when a person of demonstrably outstanding merit is hired, the individual may apply through the Dean for tenure at appointment.

The application for granting of tenure at appointment shall include:

A. a statement of Christian testimony and brief summary of the individual's philosophy of Christian higher education (2-4 pages);

B. a current *curriculum vita* (no more than 2-3 pages unless special conditions dictate otherwise);

C. a statement of the individual's professional goals, specifically and directly addressing the relationship of those goals to the mission and goals of the University;

D. 2-3 reference letters (including some by experts outside SPU) citing empirical evidence of satisfaction of criteria for tenure; and

E. at least the most recent three-year collection of student feedback forms, in chronological order, supplemented by analysis by the candidate referencing SPU's teaching criteria, or, if such evidence is not available, other evidence of effective teaching demonstrably equivalent to such evidence and analysis.

The Dean shall forward the application with a recommendation to the Faculty Status Committee, or during summer quarter or quarter breaks, to a subcommittee consisting of any three members of the Faculty Status Committee, who will make a recommendation to the Provost. Procedures for recommendation to the Board of Trustees shall thereafter follow the procedures specified for granting tenure as outlined in this *Handbook*. Tenure shall not be granted at appointment without affirmative recommendation from the Dean, the Faculty Status Committee or its designated subcommittee, the Provost, the President and an affirmative decision by the Board of Trustees.

10.8. PROMOTION REVIEW

Promotion through the academic ranks recognizes an individual's contributions to the University mission and development as a professional. It also signifies the institution's expectation that the individual's contributions and development will continue.

10.8.1. Eligibility for promotion. Minimum qualifications for appointment to the various ranks are detailed in *Section 2* and shall be met by the time the proposed promotion would take effect.

Each candidate for promotion to the rank of assistant professor shall have completed a minimum of one year at Seattle Pacific University before submitting an application for promotion, and candidates for the ranks of associate professor or professor shall have completed a minimum of two years at SPU before applying for promotion. Application for promotion may be done in tandem with other formal reviews, such as third-year, pre-tenure, or tenure review, as appropriate.

For purposes of calculating length of SPU service and time at rank, a single year with a fractional load that is .75 FTE or greater shall be rounded up to 1. For multiple years at loads of .75 or greater, fractional loads shall be added. When this latter process results in the individual's missing the eligibility threshold by .25 or less, the total may be rounded upward. Time spent as adjunct faculty, under overload contracts, or during leaves of absence will not accrue toward time qualifications for promotion.

10.8.2. Criteria for promotion. Promotion evaluation will utilize the criteria found in *Section 9.1* and below. The foundational expectations about character and congruence with mission remain relevant, but the primary focus of promotion evaluations will concern the candidate's competence and contribution. The applicant is responsible to make a strong case for promotion.

10.8.2.1. Promotion to assistant professor typically recognizes completion of appropriate terminal degrees. Candidates must offer evidence of teaching effectiveness and of participation in appropriate service roles. If they have not yet built a record of scholarly production, they should

demonstrate their commitment to this area of faculty responsibility in their Professional Development Plan.

10.8.2.2. Promotion to associate professor recognizes that a faculty member is maturing in his or her role. Successful candidates for this promotion will demonstrate good performance in all three areas of faculty responsibility (teaching, scholarship, and service), and emerging strength in at least one of the areas.

10.8.2.3. Promotion to professor designates a faculty member as an established teacher and scholar, who is recognized as such by peers in his or her field, and who serves as a model and mentor for others. Successful candidates for this promotion will demonstrate strength in all three areas of faculty responsibility (teaching, scholarship, and service), with excellence in at least one of the areas.

10.8.3. Initiating promotion consideration. Faculty members are responsible for initiating their consideration for promotion by submitting a file prepared in accordance with *Section 10.2* following the schedule published by the Office of the Provost.

10.8.4. Preparing the promotion file. Untenured faculty applicants should request that their Dean appoint a mentor to guide them in preparing their file, unless they already have a pre-tenure or third-year review mentor or tenure mentor to assist. All promotion candidates shall request that their Dean appoint two colleagues to conduct a peer-review of teaching, including at least one from the candidate's school or department and one peer from outside the school or department. Peer-reviews of teaching conducted as part of a simultaneous third-year, pre-tenure or tenure review may also be used as part of the promotion file.

10.8.5. Designating a promotion review committee. The candidate's Dean or designee will form a promotion review committee composed of all faculty members of the applicant's department or school who hold rank above the current rank of the applicant. In cases of small departments additional members above the current rank of the applicant will be drawn from closely related departments, such that there is a minimum of five committee members. Faculty Status Committee members may serve on a promotion review committee and participate in both discussions and votes.

10.8.6. Procedures of promotion review committee. In accordance with the schedule posted by the Office of the Provost, the candidate's Dean or designee shall convene a meeting of the candidate's promotion review committee. The candidate's file will be available to committee members for review at least two weeks prior to this meeting. After a discussion, the members of the promotion review committee present at the meeting shall vote on whether to recommend the candidate for

promotion. The applicant's Dean or designee shall be present at this meeting, may speak for or against the application, but shall abstain from voting.

10.8.7. Committee report. Following the meeting, the Dean or designee shall draft a summary account of the comments of the promotion review committee and a record of the vote. The promotion review committee supports a candidate's application only if a majority of the members vote in favor of the candidate's promotion. The summary account will be circulated to committee members for approval, and, when approved, will be added to the candidate's file. When appropriate, committee members may prepare minority reports as appendices.

10.8.8. Advancing the file. If the promotion review committee's recommendation is negative, or includes a minority report, the promotion application will only move forward if the applicant requests such an action in writing to the Dean by the deadline published by the Office of the Provost. A positive recommendation without any minority report moves forward automatically.

10.8.9. Review by Dean. If the file is forwarded, the applicant's Dean will review it and add his or her written recommendation. In addition, the Dean, at his or her request or by request of Faculty Status Committee, may present the case in person and without vote, to FSC, who will notify the Dean in advance of any significant questions or reservations to allow for appropriate response.

10.8.10. Review by the Faculty Status Committee. The Faculty Status Committee shall, in consultation with the Provost, review the file and decide whether to recommend promotion. A statement of their recommendation will be added to the file, which will then be sent to the Provost. A copy of the FSC recommendation will also be sent to the applicant.

10.8.11. Review by Provost and President. The Provost shall review the applicant's file and determine a recommendation to the President, who shall make the final decision. The Provost shall report to the Faculty Status Committee any recommendation at variance with that of the committee.

10.8.12. Responsibility for notification. At all levels of review, the evaluating person or body will convey the decision in writing to the candidate. If any evaluating person or body (Dean, Faculty Status Committee, Provost, or President) fails to support the application for promotion, the candidate shall also receive written notification of the reasons based on the criteria for promotion.

10.8.13. Withdrawal from process. At all levels of promotion review, the candidate has the option to withdraw the application from further consideration by giving written notification to his or her Dean.

10.9. POST-TENURE REVIEW

The primary purpose of post-tenure review is for the faculty member to identify areas of strengths and any areas in need of improvement. This process provides faculty members with an opportunity to discuss the alignment of their individual performance with school and departmental goals and expectations and provides a mechanism for accountability.

Tenured faculty are expected to be reviewed by their peers at least once every five years. (A Special Review or promotion review fulfills this expectation.) Regular post-tenure review involves the following procedure:

10.9.1. Timing of post-tenure review. The Office of the Provost will maintain a timetable that tracks post-tenure reviews. By September 1, the Provost will notify those faculty members who are due for a post-tenure review. The faculty member's Dean or designee will also be notified. Faculty members must prepare and submit the post-tenure review portfolio in accordance with the schedule set forth by the Office of the Provost.

10.9.2. Make up and process of post-tenure review committee. The candidate's Dean will designate a post-tenure review committee of no fewer than three tenured faculty members in accordance with the schedule set forth by the Office of the Provost. The committee will initiate an appropriate peer-review of the candidate's teaching.

10.9.3. Post-tenure review portfolio. For purposes of this review, the faculty member will provide to his or her Dean or designee a portfolio that evidences performance over the most recent five years in the areas of teaching, scholarship, and service. This portfolio should include at least the following items:

- A. current *curriculum vitae*;
- B. summary report from his or her most recent formal review (tenure, promotion, post-tenure, etc.);
- C. his or her most recent past Professional Development Plan (PDP) with the Dean's or designee's response;
- D. a current PDP and self-assessment;
- E. a reflection on current developments in the faculty person's life and career in light of his or her Christian faith and calling;
- F. a representative selection of student feedback forms from the most recent five-year period; and

- G. peer-review of teaching as deemed appropriate by the post-tenure review committee.

10.9.4. Report of committee. After deliberation, the committee will compose a brief summary of commendations and recommendations, which will be sent to the faculty member, the faculty member's Dean or designee (if the Dean was not part of the committee) and placed in the faculty member's file. The post-tenure review committee is also encouraged to counsel the faculty member on matters of teaching, scholarship, and service that should be addressed in the next five years. The Dean or designee will send to the Office of the Provost a notification that the faculty member has completed participation in a post-tenure review along with a copy of the summary.

10.9.5. Post-tenure review responses. In the case of minor concerns, the faculty member will make appropriate revisions to the subsequent PDP and submit it to his or her Dean or designee. In the case of significant concerns, sanctions or other plans of correction as elsewhere provided in this *Handbook* shall be imposed, including sanctions established pursuant to a Special Review or dismissal.

10.10. FIVE-YEAR REVIEWS FOR RENEWABLE TERM FACULTY

Reviews of renewable term faculty will recur at least every five years after an initial third-year review. These reviews will evaluate both issues of fit and competence and unless a Dean with approval of the Provost specifies modifications, will follow the procedures for post-tenure review outlined above.

10.11. SPECIAL REVIEW

From time to time, Special Review of a faculty member may be required in response to perceived difficulties. No individual shall be evaluated through a Special Review more frequently than once in three years, except in follow-up of an earlier review or when a Special Review is requested in response to a different alleged problem with the individual's performance. A Special Review will not substitute for other regular evaluations except for post-tenure review.

10.11.1. Initiation of Special Review. A Special Review of a faculty member may be instituted upon written request to the Faculty Status Committee by the faculty member, the faculty member's Dean, two other regular faculty members, or the Provost.

10.11.2. Designation of evaluation panel. When a Special Review is initiated, the Faculty Status Committee coordinates the appointment of a three-member evaluation panel, naming one member (designated as convener) and inviting the

subject of the review and his or her Dean each to select another panel member. (If a Dean is under review, the Provost selects the third panel member). All panel members will be tenured SPU faculty. At least one will be chosen from within the subject's school, and at least one will be from outside the subject's school. The subject's Dean and any faculty member originally requesting the evaluation will be excluded. No one will serve on more than one Special Review evaluation panel in any one year.

10.11.3. Deliberation of evaluation panel. The Special Review will evaluate performance with the goal of renewing the commitment and accountability of the individual under review and the University to each other. The evaluation panel will consider the progress of the individual described in various evaluation reports, and the success of the institution in providing the necessary material support for that progress. The panel initially will invite the faculty member to prepare a documented self-assessment summarizing his or her progress and contributions and evaluating institutional support. At the faculty member's option, the most recent self-assessment from a regular review may serve as a response to this invitation. The panel will then consider relevant evidence of faculty performance (e.g., syllabi, PDPs and self-assessments, and reports filed during previous reviews), and institutional support (such as course loads, committee responsibilities, awards, and sabbaticals). Other qualified persons, as determined by the evaluation panel and with concurrence of the faculty member under review, including persons not affiliated with the University, may also be consulted.

The panel will draft a report consisting of a summary evaluation, an explanatory narrative identifying strengths and weaknesses of the faculty member and the institution, and a packet of supporting documents. The faculty member under review will be shown the report and may append a response.

10.11.4. Action of Faculty Status Committee. The Faculty Status Committee, upon receipt of the evaluation panel's report, will convene to recommend appropriate action to the Provost. The Provost will review and consider the recommendation of the Faculty Status Committee, will personally consult with the faculty member (in the presence, if either party wishes, of the Dean and/or the convener of the evaluation panel), and will determine a course of action consonant with the Faculty Status Committee's recommendation.

10.11.5. Confidentiality. The report and recommendations will generally be kept confidential but will be made available for review by decision makers in any subsequent Special Review, grievance, or dismissal hearing.

10.11.6. Appeal or Grievance. Findings, recommendations, and results of review are subject to the grievance procedure contained in *Section 12* of this *Handbook*.

11. SEPARATION

At times Seattle Pacific University or individual faculty members may find it necessary to sever or not renew their contractual relationship. Various categories of separation are outlined below. All separating regular faculty are required to arrange for an exit interview with the Office of Human Resources to receive information about continuation of benefits, to make arrangements for clearing any outstanding debts to the University, and to make arrangements for receiving a final paycheck. All University property, including keys, must be returned to the appropriate office before the exit interview.

11.1 RESIGNATION

Resignation is a separation action by which a faculty member voluntarily seeks to be released from a contractual relationship with the University, including when a tenured faculty member decides to withdraw from a tenured position. For purposes of this *Section 11.1*, a faculty member's decision not to accept an offer of a renewed contract is also characterized as a resignation. A faculty member desiring to resign should give written notice to his or her Dean and to the Office of the Provost. Unless otherwise negotiated, resignation will be effective at the end of the academic year. Resignation without sufficient notice creates a hardship for others, including colleagues who must conduct a search and appointment. Accordingly, the earliest possible notice of a faculty member's intent to resign is encouraged.

11.2. RETIREMENT

Faculty planning to retire from the University shall notify their Dean and the Office of the Provost, in writing, no later than December 15 of their final year. The University extends certain privileges to regular faculty members who retire, which may include life insurance policy conversion, bookstore discounts, library and dining privileges, and participation in faculty professional and social events. For information regarding retirement benefits and process, please contact the Office of Human Resources.

Phased retirement and early retirement are voluntary options for a faculty member to consider in planning for retirement. At its discretion, the University may assist a full-time faculty member who wishes to phase to retirement with a less than 1.0 FTE contract or it may provide assistance to a faculty member who wishes to retire earlier than normal retirement age (as defined by Social Security).

No statements in this section are intended to limit whatever arrangements might otherwise be negotiated for faculty retirement.

11.2.1. Phased retirement. A full-time faculty member may petition his or her Dean for a reduced workload/salary contract for a fixed number of years prior to retirement. The reduced workload and salary may vary each year of the contract. The faculty member would retire at the conclusion of the contract.

Approval of the request shall be at the discretion of the Dean and Provost, based on the best interests of the University and the faculty member. If approved, a signed contract between the faculty member and the University will stipulate the number of years and phased workload/salary in the plan. A tenured faculty member will retain tenured status except as modified by the contract.

Faculty members in a phased retirement plan would continue receiving benefits for which they qualify. Faculty members in a phased retirement plan would retain eligibility for emeritus status upon retirement, and the years of the phased retirement plan would count toward the eligibility standard.

11.2.2. Early retirement. A faculty member between the ages of 62 and normal retirement age may request a voluntary separation agreement to provide financial assistance from the University to bridge the years remaining to normal retirement age. The petition is made to the faculty member's Dean and the Provost. It is the University's sole discretion to approve or deny the request. No such right, accrual or entitlement is given any faculty member that would require the University to approve the request for paid voluntary separation agreement.

If the request is approved, the University will negotiate with the faculty member a compensation plan to bridge the years until the faculty member reaches normal retirement age. Faculty members taking early retirement have all applicable privileges of retired status and are eligible for consideration for emeritus status.

11.3. NON-REAPPOINTMENT

The decision not to reappoint an untenured faculty member is not a dismissal for cause and is made at the University's sole discretion. Faculty Status Committee will be informed of non-reappointment decisions for non-tenured faculty who are on tenure track.

11.3.1. Notification. Notification of non-reappointment of regular faculty shall be made by the University no later than March 1 of the first year of employment, and thereafter no later than December 15 of the terminal academic year. No notification of non-reappointment is required for contingent or adjunct faculty.

Regular faculty contracted under provisions of externally funded grants shall be notified of employment status for the following contract term within fifteen business days of the University's receiving grant award notification, or no later than March 1 (for faculty in their first year of full-time employment), or no later than December 15 (for faculty in their second or subsequent consecutive year of full-time employment), whichever is later. Such term contracts/letters of appointment will include the notation that the employment is subject to grant support, the source of external funding, and the anticipated grant renewal date(s).

11.4. HEALTH-RELATED TERMINATION

Termination of any faculty member for health reasons will be based on evidence that it is more probable than not that the faculty member is and will be unable to perform the essential duties of the appointment despite reasonable accommodation, including but not limited to available leaves of absence. Any decision to terminate under these provisions shall be reached by the Provost in consultation with the Office of Human Resources, will consider possible reasonable accommodations and will include an interactive process with the faculty member.

If the faculty member so requests, the circumstances, including any private health information that the faculty member has authorized to be disclosed, will be reviewed by the Faculty Status Committee before the Provost makes a decision.

11.5. LAYOFF

Layoff is a severance action by which the University terminates the contract of a regular, contingent, or adjunct faculty member before the term of the contract expires, or terminates a tenured faculty member, without prejudice as to the individual's performance. Layoffs may occur due to financial exigency or the elimination or curtailment of a curricular requirement, program or discipline.

11.5.1. Determination of financial exigency. Financial exigency exists either because of a sudden or unplanned University-wide decline in student enrollment and/or a serious institutional financial crisis. The determination of financial exigency will be made by the President, after consultation with the Faculty Budget Committee, the Faculty Council, the Deans, and the Provost. Subsequently, the faculty shall be represented in administrative processes relating to program reorganization, or curtailment or termination of instruction programs through the Curriculum Committee and the Faculty Status Committee. Faculty shall not, however, necessarily be represented in individual personnel decisions; the President and the Board of Trustees shall have final authority in all matters related to financial exigency.

11.5.2. Significant curtailment of a program or discipline. Decisions to eliminate or curtail a curricular requirement, an academic program, or a discipline in whole or in large part will be made by the President, after considering recommendations from the school, the Dean, the Curriculum Committee, and the Provost.

The Curriculum Committee, before making its recommendation to the President, shall schedule at least one open meeting to which all members of the faculty are invited not less than five business days in advance. If the Curriculum Committee's or the Provost's recommendation differs substantially from the school's recommendation, or the President's decision will differ substantially from the school's or the committee's recommendation, the recommending body(ies) will be informed of the expected

change and allowed five business days to provide additional evidence before the recommendation is forwarded or the final decision announced.

11.5.3. Process. Upon determination that layoffs may be utilized, the Provost—after considering recommendations from the school, the Dean, and the Curriculum Committee—shall recommend action to the President. The President shall then recommend action to the Board of Trustees for their approval. Such action may include, but not be limited to, elimination of some disciplines or programs in whole or in part, or distribution of layoffs throughout the faculty to prevent the elimination of any program or discipline.

Status, rank, seniority, and program integrity shall be considered in selecting specific positions for layoff, with program integrity weighted most heavily. However, no tenured faculty member's appointment shall be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of the academic program's integrity would otherwise result. A finding of extraordinary circumstances will be made by the Provost only after consultation with the Dean, the Curriculum Committee, and the Faculty Status Committee.

Tenured faculty selected for layoff will receive as much advance notice as practical and as required by applicable law. Absent extenuating circumstances, the University will make such layoffs effective at the end of an academic year. The Board of Trustees will have final authority in all matters concerning layoff of tenured faculty members.

11.5.4. Individual reappointment. Tenured faculty who are laid off shall be offered alternative positions in the University if there are openings for which they are qualified. If a tenured faculty member is laid off because of major program change or financial exigency, the position will not be filled for a period of three years from termination unless the terminated faculty member has been offered reappointment under conditions comparable to those held at the time of layoff. The terminated faculty member shall have 90 calendar days after written notice of the offer of reappointment within which to accept the reappointment in writing.

The laid off faculty member is responsible to keep the University informed of his or her current address for the purpose of this section, and notice sent to the address by the University shall be presumed received if sent by certified mail, postage prepaid. Any individual who is offered a position under this provision, and who declines the offer or fails to respond within the 90-day period, shall be removed from the reappointment list and shall lose all rights under this provision.

11.6. DISMISSAL FOR CAUSE

Dismissal for Cause is a severance action by which Seattle Pacific University terminates its contract with a faculty member for just cause. Any individual contract or contractual

relationship is subject to action under this section at any time. A decision not to renew any contract for an untenured faculty member remains in the sole discretion of the University and is not limited to the reasons set forth in this section.

In any case involving Dismissal for Cause, the burden of proof is defined as more probable than not. The burden of proof that cause exists shall be on the University. Dismissal for Cause shall not be used to restrain faculty members in their exercise of academic freedom.

11.6.1. Grounds for dismissal. Dismissal proceedings may be instituted on the following grounds:

- A. failure to demonstrate conformance to the University's standard of professional competence;
- B. continued neglect of academic duties despite notice and opportunity to improve;
- C. serious personal misconduct;
- D. deliberate and/or serious violation of the rights and/or freedom of fellow faculty members, administrators, or students;
- E. conviction of a felony, including a no contest plea or acceptance of a deferred prosecution/suspended sentence;
- F. serious failure to follow the professional ethics of one's own discipline;
- G. falsification of credentials and/or experience;
- H. failure to maintain employment eligibility (for example, valid work authorization);
- I. failure to follow standards of the University as described in this *Handbook*, the *Academic Policy Manual*, and other statements of University policy, after oral and/or written notice and opportunity to improve (except as noted in *Section 11.6.1.J*);
- J. failure to follow standards of the University regarding harassment, discrimination, sexual misconduct, prohibited romantic relationships, or abuse of drugs, alcohol, or tobacco contrary to University policy;
- K. failure to follow standards and regulations governing research projects;
- L. behavior inconsistent with the Christian mission of the University; and

M. inability to continue to affirm the SPU Statement of Faith.

11.6.2. Progressive discipline. As a part of the mutual commitment of faculty and the University to redemptive action, when questions of competence or neglect of duties not warranting an immediate suspension or dismissal arise, the administrative officer in receipt of the concern will contact the faculty member involved. The administrative officer will provide written notice outlining the specific alleged problem and describing the nature of the corrective action that, in the opinion of the administrative officer, will resolve the problem. He or she will also establish a period of time within which the problem must be corrected and, when appropriate, set follow-up dates to review the faculty member's on-going compliance with expectations.

If the faculty member does not contest the allegation and makes and maintains the required corrections throughout the specified timeframe, the particular matter will be considered resolved. If the faculty member fails to correct the problem, dismissal or a lesser sanction may be applied at the Provost's or President's discretion and, in the case of dismissal, in accordance with the procedures stated in this *Handbook*. Copies of relevant documentation shall be retained in the official personnel file.

11.6.3. Initiating a dismissal. A proceeding leading to the dismissal of a faculty member for cause may be initiated by the Provost or the President. This may, but need not, follow a Special Review.

11.6.4. Procedure. Once the President or Provost has determined that cause for dismissal may exist, the President or the Provost shall send a statement of intent to dismiss the faculty member, together with a statement of the grounds for dismissal, framed with particularity, to the faculty member and to the Faculty Status Committee.

The President, in his or her sole discretion, shall determine whether the faculty member under review will be suspended or assigned alternative duties pending a final decision. If the faculty member is suspended pending the outcome, his or her salary will continue until a decision is reached.

Faculty Status Committee shall review the charges and may, at their discretion, consult with the President, the Provost and/or the faculty member before delivering their recommendation. If a recommendation for dismissal results from a Special Review, this step is omitted. Any member of the Faculty Status Committee who is disqualified by bias or interest shall withdraw from the case.

Following receipt of a recommendation from the Faculty Status Committee or the passage of a reasonable time without receipt of any such recommendation, the President or Provost will decide the appropriate action. Such action may include, but is

not limited to, dismissal for cause, no dismissal, or other sanctions short of dismissal (for example, lesser disciplinary action, suspension without pay, or withdrawal of faculty privilege). The President or Provost shall inform the Faculty Status Committee and the faculty member of the outcome.

If the President's or Provost's decision differs substantially from the recommendation of the Faculty Status Committee, upon request, the President or Provost will inform the committee and the affected faculty member of the reasons for the decision.

11.6.5. Right to appeal. Any faculty member dismissed or otherwise disciplined pursuant to this section may file a timely appeal as permitted by the grievance procedures contained in this *Handbook*. Neither termination nor any other discipline shall be delayed because of the appeal, nor shall the appeal be denied because of the termination or other discipline.

12. FACULTY GRIEVANCE PROCESS

12.1. PURPOSE AND GENERAL PRINCIPLES

The purpose of this section is to provide a process for the prompt and efficient resolution of certain faculty grievances. It is not intended and does not create any additional legal rights or claims against the University. It is also not intended to supplant efforts to resolve conflicts through prompt and informal conversations and processes.

12.2. PERMITTED GRIEVANCES

A grievance is a claim that a faculty member's right under this *Handbook* has been violated, or that a policy or procedure of this *Handbook* has been misapplied. Specifically, only the following matters may be grieved:

- A. a claim that there was a material procedural defect in addressing an application for promotion or tenure (but the actual promotion or tenure decision may not be grieved because the granting of promotion or tenure is not a right);
- B. a claim that there was a material failure to follow any other procedures set forth in this *Handbook* that had a material adverse impact on the faculty member filing the grievance;
- C. an appeal of the findings, recommendations, or results of a Special Review under *Section 10.9*;
- D. an appeal of a decision to discipline or dismiss a faculty member for cause under *Section 11.6*; and

- E. a claim that the right of a faculty member to academic freedom as set forth in *Section 7.1* has been violated.

For purposes of further clarity, the grievance process provided for under this section may not be used to address any decision of non-reappointment made in conformity with the procedures outlined in this *Handbook*. Furthermore, any claim concerning alleged sexual misconduct, sexual or other forms of harassment or discrimination shall be addressed and appealed in accordance with the processes set forth in the *SPU Employee Handbook* or other applicable University policy.

12.3. DEFINITIONS

Grievance Committee means the Faculty Affairs Committee unless a quorum of the Faculty Affairs Committee cannot meet, in which case, an ad hoc committee of three tenured faculty members appointed by the chair of the Faculty Senate or his or her designee shall constitute the Grievance Committee.

Grievance Documents means the written grievance and all attachments provided by the Grievant, the written response and all attachments provided by the Respondent, and any recommendation or decision that results from these grievance procedures.

Grievance Receiver means the Grievant's Dean unless such Dean, the Provost or the President is the Respondent. If the Dean is the Respondent, then the "Grievance Receiver" is the Provost. If the Provost or the President is the Respondent, then the chair of the Faculty Affairs Committee is the "Grievance Receiver."

Grievant means the faculty member filing the grievance. A faculty member may not file a grievance on behalf of another person.

Respondent means the person or committee that is the subject of the grievance.

12.4. DECIDING AVAILABILITY OF GRIEVANCE PROCESS

The Grievance Receiver and each person or committee responsible for making a recommendation or decision in the grievance procedures should determine whether or not the claim presented may be addressed through the grievance process and shall dismiss claims that are not properly subject to grievance.

12.5. TIME LIMITS FOR FILING A GRIEVANCE

A grievance must be filed within 20 business days after the Grievant first becomes aware of the action or incident giving rise to the grievance. While faculty members are encouraged to seek informal resolution of conflicts, efforts to resolve a matter informally will not extend the

deadline for filing a grievance. A faculty member's failure to timely file a grievance is a waiver of the faculty member's right to pursue that grievance.

12.6. FORM AND CONTENT OF GRIEVANCE

The grievance must be in writing, signed by the Grievant, and presented to the Grievance Receiver and the Respondent. Each grievance may have only one Respondent. A Grievant may present multiple grievances, but a separate grievance must be presented for each Respondent. The Grievance Receiver, the Grievance Committee, and the Provost and President (as persons making a recommendation or decision in the process) may deal with related grievances separately or together, as may seem most appropriate or efficient at each step.

The grievance should include the following:

- A. the identity of the Respondent;
- B. relevant sections of the *Handbook* that the Grievant alleges have been violated;
- C. for each section of the *Handbook* listed, a brief description of the action or incident giving rise to the grievance;
- D. a description of any further relevant details;
- E. a list of any relevant documents, a description of how each document is relevant, and a copy of each identified document; and
- F. a description of a requested remedy.

12.7. RESPONDENT'S RESPONSE

Upon receipt of the grievance, the Respondent has five business days to provide a written response to the Grievance Receiver and the Grievant unless an extension of time to respond is granted. The Grievance Receiver may grant the Respondent extensions, but the total period of the extensions may not exceed fifteen business days unless agreed to by the Grievant. If the Respondent is a committee, then extensions should be more readily granted because it may take more time for the committee to prepare a response.

The response should include the following:

- A. a response to each allegation;
- B. a description of the relevant details; and

- C. a list of any relevant documents, a description of how each document is relevant, and a copy of each document.

12.8. GRIEVANCE PROCEDURES

12.8.1. Participants. The Grievant or Respondent may choose to have a University colleague attend and provide advice and counsel at any grievance meeting or hearing, but legal counsel may not be present. If a committee is the Respondent, and unless a committee decides otherwise and informs the Grievant, the chair of the committee will represent the committee at all meetings or hearings. However, other members of the committee may attend as well. Neither the Grievant nor the Respondent may be a member of the Grievance Committee.

12.8.2. Step 1: Conference with the Grievant and Respondent. The Grievance Receiver will call for a conference with the Grievant and the Respondent. This conference should be scheduled as soon as possible, and usually no later than ten business days after the Respondent provides or should have provided a response.

If the Respondent is a faculty member or committee, then the Grievance Receiver will review the Grievance Documents and listen to and review any evidence and arguments presented by the Grievant and the Respondent during the conference. Within five business days after the conference, the Grievance Receiver will provide a proposed written recommendation regarding the grievance. If the Grievant and the Respondent accept the recommendation, then the recommendation will be signed by them. If they do not accept the recommendation, then the Grievant may elect to proceed to Step 2. If there are related grievances, the Grievance Receiver may handle the grievances together or may proceed with each grievance individually.

If the Respondent is the Provost or the President, then Step 1 will be skipped, and the Grievance Receiver (i.e., the chair of the Faculty Affairs Committee) will forward the Grievance Documents to the Grievance Committee.

12.8.3. Step 2: Grievance Committee hearing. If the Grievant has completed Step 1 and wishes to proceed to Step 2, then the Grievant must provide a written request for a hearing and a copy of the Grievance Documents to the chair of the Faculty Affairs Committee, to the chair of the Faculty Senate and to the Respondent within five business days after the Grievant's receipt of the Grievance Receiver's recommendation. Failure to provide such a written request within the time limit shall constitute a waiver of Grievant's right to proceed. If upon receipt of such a request, the chair of the Faculty Senate determines that a quorum of the Faculty Affairs Committee cannot meet in a timely fashion, he or she will promptly form a Grievance Committee to hear the grievance.

If Step 1 is skipped, then the Grievance Receiver (i.e., the chair of the Faculty Affairs Committee) will notify the Grievant and the Respondent that the Grievance Documents have been forwarded to the Faculty Affairs Committee. If a quorum of the Faculty Affairs Committee cannot meet in a timely fashion, then the Grievance Receiver will forward the Grievance Documents to the chair of the Faculty Senate, who will then appoint a Grievance Committee to hear the grievance.

The Grievance Committee will review the Grievance Documents and conduct a hearing regarding the grievance. Each member of the Grievance Committee is expected to act impartially and fairly, and any member who feels unable to act in that manner should recuse himself or herself from the Grievance Committee.

The hearing should be held within ten business days after the Grievance Committee receives the Grievance Documents. The Grievance Committee may establish the rules for the hearing. Except for persons permitted to participate in accordance with *Section 12.8.1*, the Grievance Committee may exclude all other persons and may set the ground rules for who may address the committee. Except as permitted by the Grievance Committee, no colleague selected by the Grievant or the Respondent may address the Grievance Committee or serve as a representative or advocate, but may only quietly consult with and advise the person who requested his or her presence.

The Grievance Committee should prepare a written recommendation within five business days after the hearing. The Grievance Committee will give its written recommendation to the Grievant, the Respondent, the Grievance Receiver, and the Provost. If the Grievant and Respondent agree with the recommendation, then they will indicate that acceptance by signing the recommendation. If they do not agree with the recommendation, then the Grievant may elect to proceed to Step 3 provided, however, that if the Provost or the President is the Respondent, then the Grievant will skip Step 3 and proceed directly to Step 4.

12.8.4. Step 3: Conference with the Provost If the Grievant wishes to proceed to Step 3, then the Grievant must provide a written request for a conference and a copy of the Grievance Documents to the Provost and to the Respondent within five business days after Grievant's receipt of the Grievance Committee's recommendation. Failure to provide such a written request within the time limit specified shall constitute a waiver of Grievant's right to proceed with the grievance process.

The Provost will review all the Grievance Documents, meet with the Grievant and the Respondent, and provide a written decision to the Grievant and the Respondent within ten business days after the Provost receives the Grievant's written notice to proceed to Step 3. The decision of the Provost is final.

12.8.5. Step 4: Conference with the President If the grievance is against the Provost or the President and the Grievant wishes to proceed to Step 4, then the Grievant must provide a written request for a conference and a copy of the Grievance Documents to the President and to the Respondent within five business days after Grievant's receipt of the Grievance Committee's recommendation. Failure to provide such a written request within the time limit specified shall constitute a waiver of Grievant's right to proceed with the grievance process. If the President is the Respondent, then Step 4 is treated as a request that the President reconsider the President's decision.

The President will review all the Grievance Documents, meet with the Grievant and the Respondent, and should provide a written decision within ten business days after the President receives both Grievant's written notice to proceed to Step 4 and a copy of all the Grievance Documents. The decision of the President is final.

12.9. TIME LIMITS

Notwithstanding anything herein to the contrary, the person charged with making a recommendation or decision at each step has the discretion to grant the Grievant an extension of time by which to file his or her request for a hearing or conference. In the interest of fairness, extensions should be granted only for compelling reasons. Any request for an extension must be in writing, must state why the extension is necessary, and must be requested before the deadline for which the extension is requested.

All response times described for persons charged with making a recommendation or decisions in this grievance process are time limits that those persons should diligently work towards. However, scheduling conflicts, work load, other University priorities, and other factors may make it difficult to always meet those desired time limits. There are no adverse consequences when a recommendation-maker or decision-maker fails to strictly adhere to those desired time limits.

13. HANDBOOK AS CONTRACT

This *Handbook* is incorporated into the individual contract or letter of appointment of each faculty member. Where the terms of a contract or letter of appointment differ from the terms in this *Handbook*, the terms of the contract or letter of appointment will supersede. Otherwise, the provisions of this *Handbook* (as in effect on the date the University issues such contract or letter of appointment) are legally binding on all parties for the specific period covered by the contract or letter of appointment. Subject to the right of tenured faculty members to receive letters of appointment under *Section 1.2.1*, the University has no obligation to extend any employment contract to any faculty member under this *Handbook*.

14. AMENDMENTS AND INTERPRETATION

Seattle Pacific University and the faculty commit their good faith efforts to the process of achieving agreement on policy issues affecting the faculty, including but not limited to the provisions of this *Handbook*.

The Board of Trustees retains the right, in the best interest of the University, and in its fiduciary capacity, to alter the provisions of this *Handbook*, except that any changes made to provisions in *Section 10.5* regarding tenure (or *9.1, 10.2*, or *10.6* as they apply to tenure) shall not apply to faculty who, at the time of the change, are tenured or who have a tenure-track contract, without their individual consent.

While preserving the right to institute changes, the President and the Board of Trustees will whenever possible consult the elected representatives of the faculty, and will consider amendments proposed by the faculty through its elected representatives, before altering the *Handbook*. If the faculty proposes amendments that are not accepted by the Board of Trustees at one of its next two regular meetings, the faculty should be informed with reasons for the non-acceptance. As part of this mutual process, the President or designee will meet with representatives of elected faculty leadership and the Deans to discuss and clarify proposed changes in the *Handbook*.

Within the limits of law and the Articles of Incorporation and Bylaws of Seattle Pacific University, authority to interpret this *Handbook* is delegated to the President by the Board of Trustees who hold the final authority, and who agrees to consider interpretations provided by the faculty through its established structure before declaring final interpretation of provisions.

APPENDIX A

Part One: Copyright Policy

1. **Background.** Seattle Pacific University is committed to providing an atmosphere that is conducive to excellence in teaching, scholarship, research, and creative activity. Faculty are encouraged to engage in the scholarly pursuit of knowledge, artistic production, and both basic and applied research. Though not a primary University goal, the results of those pursuits sometimes lead to the development of material that has copyright protection. A copyright protects “original works of authorship fixed in any tangible medium of expression.” 17 U.S.C. § 102(a). The law protects the fixed expression of an idea. It does not include protection of the idea itself. The federal copyright law provides that most original works of authorship are protected by copyright automatically when they are fixed in tangible form. The holder of copyright to a work has the exclusive right to copy, perform or display the work, prepare derivative works based on the original, and distribute copies of the work to the public. The copyright owner also has the right to authorize others to exercise those rights.
 - 1.1 **Purpose of this Copyright Policy.** The purpose of this Copyright Policy is to clarify for faculty their individual rights and responsibilities regarding copyrights. This policy is adopted with the understanding that it may be augmented by statements of policy or practice, especially those arising out of new or evolving media or technology. Further, this policy itself may be amended over time to effect changes deemed to be in the best interest of the University and its faculty, understanding that those interests may sometimes be in conflict.
 - 1.2 **Binding Nature of this Copyright Policy.** Generally, the author of a copyright protected work owns the copyright in the work. But where the author creates the work in the scope of his or her employment, the employer owns the copyright, unless there is a written agreement to the contrary signed by the parties. 17 U.S.C. § 201(b). In keeping with certain academic traditions, this Copyright Policy alters certain parts of the University’s default copyright ownership under federal law. When faculty accept an annual contract or a letter of appointment, the provisions of the Faculty Employment Handbook—including the provisions of this Copyright Policy—are deemed incorporated as a part of that annual contract or letter of appointment. In other words, this Copyright Policy, as incorporated by an annual contract or letter of appointment, is intended to constitute a written agreement that alters the University’s default ownership of “works made for hire.”
 - 1.3 **Definition of Works.** Throughout this Copyright Policy, **Work** means any

original work of authorship that has copyright protection under Title 17 of the United States Code (**Copyright Act**). A Work includes any original work of authorship fixed in any tangible medium of expression, now known or later developed, from which the work can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including computer programs. **Works of authorship** has the meaning given that phrase in the Copyright Act, and includes the following categories: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works.

2. **Faculty Copyright Ownership.** In keeping with longstanding academic tradition, each faculty member owns all Faculty Academic Works (defined below). All other Works created by the faculty member during the course of employment with the University are owned by the University, unless otherwise provided by this Copyright Policy.

- 2.1 **Librarians.** Librarians are faculty for the purposes of this Copyright Policy.

- A. 2.2 **Joint Ownership of Faculty Academic Works.** If two or more faculty members combine their contributions into inseparable or interdependent parts, then the University will consider the Faculty Academic Work a joint work and the faculty members joint copyright owners, unless the faculty members have a written agreement to the contrary. Each joint copyright owner owes the same duties to the University as a sole copyright owner.

3. **University License.**

- 3.1 **Grant of License by Faculty Members.** Each faculty member hereby automatically grants to the University for existing Faculty Academic Works created by the faculty member, and will be deemed to grant to the University at the time of creation of any future Faculty Academic Work created by the faculty member, a perpetual, world-wide, irrevocable, nonexclusive, royalty-free license to use, display, exhibit, publish, reproduce, and distribute for any University use or purpose each Faculty Academic Work created by the faculty member, except for Published Works.

- 3.2 **Name and Likeness.** Each faculty member grants the University a perpetual, nonexclusive, irrevocable, world-wide, royalty-free right to use the faculty member's name, likeness, and credentials (including curriculum vitae) in connection with the University's license to use all or any portion of the

faculty member's Faculty Academic Work (other than Published Works).

- 3.3 **University Right to Transfer, Sublicense.** Any right granted to the University under Section 3.1 or 3.2 will be transferable and sublicensable by the University to an entity under the control of, under common control with, or otherwise affiliated with the University.
- 3.4 **No Fee for License; Survival after Employment.** A faculty member may not charge the University any fee or other compensation for any license granted to the University under this Copyright Policy. Each license granted by the faculty member to the University survives the faculty member's employment with the University (whether such employment is terminated by the University, the faculty member, or otherwise).
4. **Definition of Faculty Academic Work.** The term **Faculty Academic Work** means any pedagogical, scholarly, artistic, or creative Work created by a faculty member while employed by the University, except as otherwise provided in Section 7.3 of the Faculty Employment Handbook or in this Copyright Policy.
 - 4.1 **What is Included.** Subject to Section 4.2, Faculty Academic Works include, among other things, Published Works and Course Materials.
 - (A) The term **Published Works** means (a) any book created by a faculty member that has been published and is available for purchase by the public (and, in the case of textbooks, any electronic textbook materials sold as a package with or as a part of the sale of the textbook); (b) any externally published academic journal article created by a faculty member (whether published as a single work or as a part of a compilation, for example, an article in a journal or magazine); (c) any work of visual art, any publicly presented production, reading, or staging of an original theatrical work, or any musical composition, in each case, that would qualify as a scholarly work for purposes of promotion or tenure; (d) a significant software or engineering system crafted using some element of novelty which is subject to protection under the Copyright Act and qualifies as a scholarly work for purposes of promotion or tenure; and (e) any conference papers, posters, or presentations created by a faculty member to be delivered or displayed at a conference hosted by an external disciplinary association. If a Work is a Published Work (as defined above), then the term **Published Work** also includes earlier drafts of the Published Work, unless otherwise excluded from the term Published Work by Section 7.3 of the Faculty Employment

Handbook or this Copyright Policy. For purposes of the definition of Published Works, the Provost (or designee) will determine whether a Work qualifies as a scholarly work for purposes of promotion or tenure.

- (B) The term ***Course Materials*** means all class notes, course notes, course outlines, course syllabi, class or course handouts, any other expressive class or course content created by the faculty member, and any other materials created by the faculty member for teaching or instruction for a University class or course. Course Materials do not include a Published Work purchased by students as required reading or the required text for any course.

4.2 What is Not Included. Faculty Academic Works do not include any of the following, even if a Work would otherwise be Course Materials or a Published Work:

- (A) Any Work commissioned by the University, unless otherwise agreed in writing by the faculty member and the Provost or the Provost's designee. For example, if the University commissions the faculty member to write a book or prepare Course Materials, the commissioned Work is owned by the University.
- (B) As between the University and a faculty member, any Work created by the faculty member as a part of any sponsored project, unless otherwise agreed in writing by the faculty member and the Provost or the Provost's designee. A sponsored project is an externally funded activity governed by a written agreement between the University and the outside funding source (for example, a foundation, a grant recipient that grants the University a sub-award, or a government agency).
- (C) Any Work created with an exceptional contribution of University resources, unless otherwise agreed by the faculty member and the Provost or the Provost's designee. An exceptional contribution of University resources means a contribution of University resources beyond what is ordinarily available to faculty members to carry out their duties. For example, none of the following constitutes an exceptional contribution of University resources: normal use of offices, laboratories, studios, office computers, libraries, photocopying, software that is readily available to all faculty, or other resources (other than personnel, except for secretarial services) that

are readily and regularly available to faculty in a specific program, department, school, or college. Also, a Work created while on sabbatical or a Work funded through an internal grant of less than \$10,000 is not considered to have been created with an exceptional use of University resources. In each case, the Provost determines what constitutes an exceptional contribution of University resources. If a faculty member has questions about whether a specific resource constitutes an exceptional contribution of University resources, the faculty member is encouraged to seek clarification from the Provost's office.

- (D) Any Work created for any University publication, for use on the University's website, or for any University marketing, branding, advertising, or other public relations purpose, unless otherwise agreed in writing by the faculty member and the University.
- (E) Any University trademarks or service marks, and the "look and feel" of the University website or its on-line courses, as may be changed from time to time. For example, a faculty member may own the course syllabus and course content of an online course, but the University continues to own the "look and feel" of the online course. The faculty member may not copy and publish the course materials as they appear on the University's website or learning management system.
- (F) Any University administrative intellectual property created by a faculty member that relates to the University's administrative operations. Some examples of University administrative intellectual property include the following:
 - (1) all faculty committee or Faculty Senate minutes, reports, investigations, decisions, and related materials;
 - (2) contributions to employment related files, including tenure or promotion files;
 - (3) grievances and investigation related materials;
 - (4) contributions to any University mission, vision, or position statement (e.g., the Statement of Faith);
 - (5) contributions to the undergraduate or graduate catalogs

(including any course title or course description);

- (6) contributions to any policy, statement, or procedure for the University or any of its departments, schools, or colleges (e.g., contributions to the Faculty Employment Handbook, to any departmental handbook, or to policies governing scholarship requirements for tenure and promotion); and
- (G) Any intellectual property that the University purchases or licenses from a third-party. For example, Faculty Academic Works do not include any software licensed by the University and used by the faculty member to create any Course Materials or Published Work; the University's learning management system; any images, video or audio footage or files, or other materials licensed by the University from a third-party; or services and materials purchased by the University and provided by someone other than the faculty member (for example, services provided by course-design consultants).

5. Other Terms.

- 5.1 **Notice of Copyright.** A copyright notice is useful to protect the rights of the copyright owner. The following notice may be placed on Works owned by the University (but is not required to establish University ownership under this Copyright Policy):

Copyright [or (c)] [*the year*] Seattle Pacific University. All rights reserved.

Example: Copyright 2018 Seattle Pacific University. All rights reserved.

- 5.2 **Provost's Designee.** With respect to provisions in this Copyright Policy that reference the Provost's designee, a person will only be considered the Provost's designee if there is a written statement by the Provost identifying the person as the Provost's designee.
- 5.3 **Disputes.** Any faculty member who seeks to challenge a copyright decision by the University under this Copyright Policy may appeal to the Provost. The Provost will appoint an *ad hoc* committee of three members, including at least one faculty member and one member of the administration. The committee will prepare a report of its findings and make a recommendation to the Provost. The written decision of the Provost, which must include an explanation of the decision, is final.

5.4 Representations and Promises by Faculty Members

B.

- (A) Each faculty member promises that the licenses granted by the faculty member to the University under this Copyright Policy do not and will not violate or infringe on any legal rights of any individual or entity, including contractual rights, copyrights, rights of privacy, or other rights.
- (B) Each faculty member promises not to do anything that limits the licenses (and the rights to sublicense) granted by the faculty member to the University under this Copyright Policy.

C.

5.5 Cooperation by the University and the Faculty Member. The University and each faculty member will cooperate with one another to fulfill the purposes of this Copyright Policy, including providing reasonably requested written affirmations by the University that it does not own specific Faculty Academic Works created by the faculty member, and license agreements between the University and the faculty member that reflect the terms of this Copyright Policy.

5.6 Dispute Resolution. If any dispute arises regarding the Provost's final decision under Section 5.3, the dispute may be resolved by binding arbitration. The faculty member and the University will jointly select an arbitrator located in Washington State, and if the two parties cannot agree on an arbitrator, then either party may petition the King County Superior Court for the appointment of an arbitrator. The arbitrator will determine the arbitration rules, and the arbitration will take place in Seattle, Washington. The arbitrator has the power to award any remedy, including damages, injunctions, specific performance, and any other remedies available at law or in equity. The arbitrator's decision will be binding and may be enforced in any court having proper jurisdiction. Each party will bear the cost of its own attorneys' fees and costs. The fees and expenses of the arbitration service, including those for the arbitrator, will be borne equally by the parties, unless otherwise required by law. All facts, awards, submissions, and other information relating to or arising from the arbitration will be kept confidential by the parties and arbitrator to the fullest extent permitted by applicable law, except as necessary or appropriate to identify the copyright owner and to provide an enforceable judgment, including equitable relief. However, the copyright owner of the Work may disclose any information deemed necessary or appropriate by the copyright owner to exercise any rights regarding the Work.

Part Two: Patent Policy

1. Purpose; Definitions; Binding Nature of this Patent Policy.

1.1 **Purpose of Patent Policy.** This Patent Policy describes rights and obligations related to potentially patentable inventions or discoveries resulting from the work of Seattle Pacific University faculty members. It is designed to promote, preserve, and encourage innovation, inform faculty members of University practices, protect the respective interests of all parties involved, and assist faculty members and the University in realizing tangible benefits from those potentially patentable inventions and discoveries. In this Patent Policy, ***Invention*** means any invention or discovery that is or may be patentable or otherwise protectable as to ownership. ***Invention*** does not include Works, which are covered by Section 7.3.1 of the Faculty Employment Handbook and the Copyright Policy. An Invention is deemed ***made*** when it is conceived or first actually put to practice. A ***University Invention*** is an Invention owned by the University under the terms of this Patent Policy. A ***Faculty Invention*** is an Invention owned by the faculty member under the terms of this Patent Policy.

1.2 **Binding Nature of Patent Policy.** When a faculty member accepts an annual contract or a letter of appointment, the provisions of Section 7.3.2 of the Faculty Employment Handbook, and this Patent Policy, are deemed incorporated as a part of that annual contract or letter of appointment.

2. **Applicability.** This Patent Policy applies to all Inventions conceived or first reduced to practice by a faculty member during employment or related professional responsibilities at the University. This Patent Policy covers the three categories of Inventions listed in Sections 2.1, 2.2, and 2.3.

2.1 **Inventions that are subject to the terms of Sponsored Research or other agreements between the University and a third party:** Ownership of Inventions developed under an agreement between the University and a third party (including grants and grant agreements) is determined by the terms of the agreement (***Sponsored Research***). All agreements through which a third-party funds research or projects by a University faculty member are subject to the University's review and approval. The faculty member should immediately forward draft agreements to University Counsel, the Office of the Provost, or the Finance Office. If the agreement does not identify the ownership of discoveries and other Inventions, then—as between the University and the faculty member—the University owns the discoveries and other Inventions and these Inventions are University Inventions, unless otherwise agreed in writing by the University and the faculty member. If the agreement between the University and

the third-party does not specify ownership rights as between the University and the third-party, then ownership will be determined under applicable law.

- 2.2 **Discoveries or other Inventions that result from an exceptional contribution of University resources and that do not involve University obligations to a third party:** All Inventions that result from an exceptional contribution of University resources that do not involve University obligations to a third party are owned by the University and are University Inventions, unless otherwise agreed in writing by the faculty member and the University. An exceptional contribution of University resources is a contribution of University resources beyond what is ordinarily available to faculty members of Seattle Pacific University in a given area to carry out their duties. For example, none of the following constitutes an exceptional contribution of University resources: normal use of offices, laboratories, studios, office computers, libraries, secretarial services, photocopying, software that is readily available to all faculty, and other types of resources (other than personnel, except for secretarial services) that are readily and regularly available to faculty in a specific program, department, school, or college. Also, an Invention created while on sabbatical or an Invention funded through an internal grant of less than \$10,000 is not considered to have been created with an exceptional use of University resources. In each case, the Provost determines what constitutes an exceptional contribution of University resources. If a faculty member has questions about whether a specific resource constitutes an exceptional contribution of University resources, the faculty member is encouraged to seek clarification from the Provost's office.
- 2.3 **Discoveries or other Inventions that do not involve either University obligations to a third party or an exceptional contribution of University resources, whether developed wholly on the faculty member's own time or during working hours and with the faculty member's own facilities or with University facilities:** These Inventions are Faculty Inventions. The University is not liable for and does not assume any responsibility for costs or liability of patent prosecution, maintenance, enforcement, or licensing for Faculty Inventions. A faculty member may request that any Faculty Invention be treated as a University Invention under this Patent Policy. The University, in its sole discretion, may determine whether it will accept an offered Faculty Invention as a University Invention, subject to the terms of any assignment between the University and the faculty member.
- 2.4 **Disclaimer of University Ownership.** The University may at any time disclaim any ownership in any University Invention or other Invention in which it has an ownership interest.

3. Patent Procedure.

3.1 Disclosure of Invention.

- (A) **Invention Disclosure.** Any discovery or other Invention created by a faculty member that is subject to the terms of Sponsored Research or that may involve an exceptional contribution of University resources must be disclosed to the University by completion and submission of an “Invention Disclosure Form” by the faculty member. The completed form must be submitted to the Office of the Provost, the faculty member’s Dean, and University Counsel. An Invention Disclosure Form should be filed as soon as the faculty member has the first outline of a conceived discovery or other Invention. After the Invention Disclosure Form has been submitted, the Provost (or his or her designee), in consultation with the faculty member’s Dean and University Counsel, will determine whether the Invention falls under Section 2.1 or 2.2, and is a University Invention. The Provost (or designee) will then notify the faculty member in writing of the determination, which will be controlling unless disputed by the faculty member pursuant to this Patent Policy.
- (B) **Public Disclosure.** A “disclosure” may include written documents (e.g., manuscripts, book chapters, theses, journal articles, posters, abstracts, grant proposals), oral communications (e.g., thesis defenses, seminars, or meetings), public use of research materials or prototypes, or sale or offer for sale of research materials or prototypes. Any public disclosure of an Invention may impact the patentability of the Invention. To help ensure the availability of patent protection, the inventor faculty member should initiate discussions with the Office of Sponsored Research or the University Counsel before any public disclosure of the Invention.

3.2 University Ownership.

- (A) **Patent Protection and Assignment of Rights.** The University has the authority to decide whether it will pursue patent applications for University Inventions. If the University decides that the Invention is a University Invention under Section 2.1 or 2.2, the University will then decide whether to pursue a patent application for the potentially patentable invention. The decision to pursue a patent application for the disclosed invention will be made by the Provost (or designee), in consultation with the faculty member’s Dean and University Counsel, and the Provost (or designee) will then notify the faculty member of the decision. The patent rights to a Faculty Invention are retained and owned

by the faculty member.

- (B) **Release of Rights.** If the University decides not to pursue a patent application for a University Invention, and if requested in writing by the inventor faculty member, the University will release to the faculty member the University's rights to the University Invention. If the University releases its rights in a University Invention, the University should provide documentation of this release. If the faculty member does not request release of a University Invention within one year after the University's decision not to pursue a patent application for the University Invention, then all right, title, and interest in the University Invention will remain vested in and owned by the University, unless otherwise agreed by the University.
- (C) **Faculty Member Cooperation.** For each University Invention, the faculty member will perform all lawful acts and execute an assignment or confirmation of an assignment of rights and other documents that the University may reasonably request to document and protect the University's ownership of the University Invention.
- (D) **Inventor Ownership and Assignment.** If the University decides that an Invention falls under Section 2.3 (and is therefore a Faculty Invention), the University will perform such lawful acts and execute such lawful documents as the faculty member may reasonably request to confirm that the Invention is a Faculty Invention. The faculty member has the authority to decide whether he or she will pursue patent applications for his or her Faculty Inventions. The faculty member has no obligation to share with the University any proceeds or royalties received by the faculty member from any Faculty Invention. It is the faculty member's responsibility to protect any Faculty Invention. The University is under no obligation to accept any assignment for Faculty Inventions falling under Section 2.3 from the inventor faculty member.

3.3 **Confidentiality.** Certain Inventions must be maintained in confidence for limited periods to avoid loss of domestic and foreign patent rights. Faculty members must use their best efforts to keep the following information confidential (and should remind staff and students working on the project of their confidentiality requirements):

- (A) any information or material designated as confidential in a grant, contract, or similar documents;

- (B) any information or material designated or required to be maintained as confidential under applicable government statutes or regulations; and
- (C) any information relating to a University Invention developed by a faculty member that is protectable under this Patent Policy, until an application has been made for protection of the University Invention or a decision is made to release the information to the public domain.

3.4 **Collaboration and Joint Ownership.** Collaboration between the University faculty member, other University employees, and persons not employed by or associated with the University, may result in development of discoveries or Inventions that are jointly owned by the University and others. Faculty members involved in or contemplating collaborative activities must cooperate with the University as necessary to protect the University's interest in any Invention.

3.5 **Shared Ownership with Sponsors or Third Parties.** The ownership and control of patent rights to patentable Inventions resulting from any Sponsored Research at the University are subject to contractual arrangements between the sponsor and the University.

4. **Division of Royalties.**

4.1 **Net Royalties** means Royalties received from a University Invention, after deduction of all direct and administrative expenses of generating the Royalties, including expenses incurred prosecuting, obtaining, and maintaining a patent or patents for the University Invention, exploring viability of commercialization of the University Invention, entering into one or more licenses with third parties, and other direct and administrative expenses of generating the royalties related to the University Invention. The term **Royalties** means income or equity received under: (1) a license agreement for licensed rights in the University Invention; (2) an option or letter agreement leading to a license or transfer of the University Invention; or (3) the sale or other transfer of the University Invention.

4.2 **Percentage Allocation.** In cases of University Inventions, the Net Royalties received by the University regarding the University Invention will be divided between the inventor(s) and the University as follows:

- (A) 50% to the faculty member inventor and other inventor(s) (if applicable) of the University Invention; and
- (B) 50% to the University.

- 4.3 **Distribution of Net Royalties.** Distribution of the 50% share of Net Royalties to the inventor(s) will be made at least annually from the Net Royalties received by the University during the University's previous fiscal year. If there is more than one inventor, 50% of the Net Royalties will be divided equally among all inventors unless they have all agreed otherwise in writing. The remaining 50% of the Net Royalties remain with the University. At a faculty member's request, the faculty member may audit the University's records regarding the receipt and distribution of Net Royalties, using an independent auditor. Only one audit will be allowed per University fiscal year. If there are two or more faculty member inventors, they each share the audit right and any of the faculty member inventors may request the audit. If a faculty member inventor has brought or threatens to bring a lawsuit against the University regarding the University Invention or rights in the University Invention, the University may withhold distribution of the Net Royalties related to the University Invention until resolution of the matter.
- 4.4 **Equity** means shares of stock, other ownership interest, and all other securities and profits interest in any corporation, limited liability company, partnership, or other entity, including stock options, warrants, and any other rights to purchase stocks or securities. Equity received by the University in licensing transactions, whether in the form of stocks or any other security, will be distributed (if permitted by applicable securities laws) as determined by the Provost (or designee) in a manner intended to be consistent with the purposes of this Patent Policy.

5. **Amendment, Exceptions and Challenges.**

- 5.1 **Amendments.** Any changes to this Patent Policy will require the same steps as any other change to the Faculty Employment Handbook. The Patent Policy in effect at the time an Invention is disclosed to the University governs the University's and faculty member's rights (including share of Net Royalties, if any) regarding that University Invention.
- 5.2 **Disputes.**
- (A) Any faculty member who seeks to challenge a patent decision by the University under this Patent Policy may appeal to the Provost. The Provost will appoint an *ad hoc* committee of three (3) members, including at least one faculty member and one member of the administration. The *ad hoc* committee will prepare a report of its findings and make a recommendation to the Provost. The written decision of the Provost, which must include an explanation of the decision, is final.

- (B) If any dispute arises regarding the Provost's final decision, the dispute may be resolved by binding arbitration. The faculty member and the University will jointly select an arbitrator located in Washington State, and if the two parties cannot agree on an arbitrator, then either party may petition the King County Superior Court for the appointment of an arbitrator. The arbitrator will determine the arbitration rules, and the arbitration will take place in Seattle, Washington. The arbitrator has the power to award any remedy, including damages, injunctions, specific performance, and any other remedies available at law or in equity. The arbitrator's decision will be binding and may be enforced in any court having proper jurisdiction. Each party will bear the cost of its own attorneys' fees and costs. The fees and expenses of the arbitration service, including those for the arbitrator, will be borne equally by the parties, unless otherwise required by law. All facts, awards, submissions, and other information relating to or arising from the arbitration will be kept confidential by the parties and arbitrator to the fullest extent permitted by applicable law, except as necessary or appropriate to identify the owner of the Invention and to provide an enforceable judgment, including equitable relief. However, the owner of the Invention may disclose any information deemed necessary or appropriate by the owner to exercise any rights regarding the Invention.

6. **Representations and Promises.** Each faculty member promises that each University Invention of a faculty member does not and will not infringe on any legal rights of any individual or entity. Each faculty member also promises that it will not cause any of the faculty member's University Inventions to become encumbered by any claim, demand, lien, or other encumbrance.
7. **Invention Notice.** As required by RCW 49.44.140(3), the University provides this written notice to each faculty member:

A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.