



# FACULTY HANDBOOK

## 2020

Creighton  
UNIVERSITY

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# Article I. General University Background

## A. History

Creighton University is one of 28 colleges and universities in the United States operated by or with the special assistance and supervision of the Society of Jesus, a men's religious order in the Catholic Church.

Mary Lucretia Creighton, who died in 1876, directed the executors of her will to establish and maintain a free-tuition Creighton College for young men as a memorial to her late husband Edward. After the original college was built near 24th and California Streets in Omaha, it was turned over to Bishop James O'Connor, along with the remainder of Creighton's bequest.

Invited by Bishop O'Connor to conduct the college, the Jesuits began classes September 2, 1878.

To ensure its continuity, the institution was incorporated under Nebraska law as The Creighton University on August 14, 1879, and assets of the Creighton trust were conveyed to the new corporation. Gifts from John A. Creighton – honored as a Papal Count in recognition of his benefactions and civil leadership – and from his wife, Sarah Emily Creighton, sustained the University's early growth and enlarged its endowment.

With his brother Edward, John Creighton had been a leader in completing North America's first transcontinental telegraph line. The Creightons found the Great Plains well suited to cattle raising and as pioneer Nebraska cattlemen, bankers, and merchants built the fortune that made their later gifts possible.

Because of rising costs and dwindling trust funds, the University was forced to begin charging its students tuition in the early 1900s, and in the 1920s it began admitting women to its college divisions. Women were enrolled as early as the 1890s in the professional schools that Creighton acquired.

In the 1960s in recognition of the major gifts which she made to the university, Mrs. Mabel L. Criss, the late widow of Dr. C. C. Criss, a Creighton alumnus and founder of Mutual of Omaha, was named a foundress of the University along with the Creightons. During its centennial year in

1978, Mr. Peter Kiewit was named a founder of Creighton University in recognition of outstanding concern and support of the University.

In 1968 the University's all-Jesuit Board of Directors was expanded to a board of 25 members, ten of whom had to be members of the Society of Jesus. The revised corporation Articles specifically provided, however, that the University president be a member of the Society. The board was expanded to 29 members in 1983.

In 1988, the Bylaws of the University were amended to state that at least seven members of the University's Board of Directors should be members of the Society of Jesus, one of whom shall be the President of the University as an ex officio voting member. The President of the Creighton National Alumni Board was also added to the University Board as an ex officio voting member. Additionally, the Secretary of the University was added to the University Board as an ex officio non-voting member. By 1993, the Board had expanded to 32 members, including nine Jesuits.

In 2005, the Bylaws of the University were amended to state that it is preferred that the President be a member of the Society of Jesus if the Board determines, in its sole discretion, that a qualified Jesuit candidate is available. In the event that no qualified Jesuit candidate is available, it is preferred but not required, that the President be a Catholic. It is required that the President, regardless of faith, be committed to implementing the Catholic and Jesuit mission of the University.

In 2007, commitment to the University's Mission was bolstered by the Faculty's approval of recommendations for fostering and encouraging the implementation of the Catholic, Jesuit Mission of the University. The process of recognizing this commitment as a hallmark of the University began in 1983 when the University approved a plan to add an ethical dimension to the curriculum of every College and School within the University, committing to establish courses of learning that address ethics within every sphere of academic area. In 1991, the University promulgated a Catholic Jesuit Mission Statement and added it to the Faculty Handbook. In the Mission Statement, the University set out the Catholic, Jesuit, comprehensive nature of the University, and it affirmed the University's commitment to student learning, to the inalienable worth of the person, and to service to others.

The Faculty of Creighton University are actively involved in the Mission of the University in its work in the education of the whole person, in enhancing the University's reputation for academic excellence through a

collegial culture, and in its commitment to scholarly and creative pursuits. Furthering the Mission of the University, the endeavors of the Faculty and Administration are marked by a spirit of *cura personalis*, in which all persons are treated with respect as individuals in a community that expresses itself through the Ignatian precept of *magis*. Cooperation for the common good, a respect for diversity, and excellence in teaching, research, service, and clinical activity are valued and celebrated by the University; and the pursuit of the truth is protected by an atmosphere of academic freedom.

Given the centrality of the Mission of the University, all Faculty are encouraged to show that they are partners in the shared Mission and how their particular endeavors support the Mission.

In 2012, the Bylaws of the University were amended to provide for the election of a Provost as the principal academic officer of the University.

Subsequently the Jesuit community at Creighton incorporated separately. Its members continue to sustain the institution through an annual gift which is a major source of University income.

Creighton admits qualified students and hires qualified employees without regard to race, color, national or ethnic origin, handicap, sex, or religion. Its education and employment policies, scholarship and loan programs, and other programs and activities are administered without any such discrimination. The University is taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam-era. The University Affirmative Action Director has been delegated the responsibility for coordination of the University's equal rights efforts.

## **B. Mission Statement**

Creighton is a Catholic and Jesuit comprehensive university committed to excellence in its undergraduate, graduate and professional programs.

As Catholic, Creighton is dedicated to the pursuit of truth in all its forms and is guided by the living tradition of the Catholic Church.

As Jesuit, Creighton participates in the tradition of the Society of Jesus which provides an integrating vision of the world that arises out of a knowledge and love of Jesus Christ.

As comprehensive, Creighton's education embraces several colleges and professional schools and is directed to the intellectual, social, spiritual, physical and recreational aspects of students' lives and to the promotion of justice.

Creighton exists for students and learning. Members of the Creighton community are challenged to reflect on transcendent values, including their relationship with God, in an atmosphere of freedom of inquiry, belief and religious worship. Service to others, the importance of family life, the inalienable worth of each individual, and appreciation of ethnic and cultural diversity are core values of Creighton.

Creighton faculty members conduct research to enhance teaching, to contribute to the betterment of society, and to discover new knowledge. Faculty and staff stimulate critical and creative thinking and provide ethical perspectives for dealing with an increasingly complex world.

## **Article II. Overview of Faculty Handbook**

This Creighton University Faculty Handbook contains a presentation of major policies concerning University governance. Other documents of interest to faculty, such as the Articles of Incorporation, Bylaws of the University, the University Statutes and the Guide to Policies of Creighton University are available in the three University Libraries, the Offices of the President, the Provost, the Vice Presidents, the General Counsel, the Deans, the President of the University Faculty, and in several other appropriate offices.

The Creighton University Faculty Handbook governs the definition and organization of the University Faculty and the relationship between the University and the University Faculty. Nothing in the University Statutes or any other policy or document shall be deemed to alter, modify, or supersede any provision of this Faculty Handbook. Nothing in any other policy or document shall be deemed to alter, modify or supersede any provision of the Faculty Handbook or the University Statutes. Amendments to the Faculty Handbook may be made as provided in the Article on Amendments in this Faculty Handbook. Amendments to the University Statutes shall be made as provided in the Article on Amendments in the University Statutes. Special provisions are permitted to be made between an individual faculty member and the University, either at the time of initial appointment or by subsequent mutual agreement between the individual faculty member and the

University, to the extent that they are not in conflict with the Faculty Handbook.

## University Administration

Daniel S. Hendrickson, S.J., President.  
Thomas F. Murray, Ph.D., Provost.  
Jan D. Madsen, Executive Vice President.  
James S. Jansen, J.D., General Counsel; Corporate Secretary.  
Russ Pearlman, Interim Vice Provost for Information Technology.  
Eileen Burke-Sullivan, STD, Vice Provost for Mission and Ministry.  
Mary Chase, Ed.D., Vice Provost for Enrollment Management.  
Matthew C. Gerard, Vice President for University Relations.  
René Padilla, Ph.D., Vice Provost for Global Engagement.  
Tricia A. Brundo Sharrar, J.D., Vice Provost for Academic Administration and Partnership.  
Tanya Winegard, Ph.D., Vice Provost for Student Life.  
Christopher M. Whitt, Ph.D., Vice Provost for Institutional Diversity and Inclusion.

## Deans of the University

Bridget M. Keegan, Ph.D., College of Arts and Sciences, founded in 1878.  
Mark A. Latta, D.M.D., M.S., School of Dentistry, founded in 1905.  
Joshua Fershee, J.D., Dean, School of Law, founded in 1904.  
Evan Robinson, Ph.D., Dean, School of Pharmacy and Health Professions, founded in 1905.  
Gail M. Jensen, Ph.D., Graduate School, founded in 1926 and College of Professional Studies and Summer Sessions, founded in 1983.  
Robert W. Dunlay, M.D., School of Medicine, founded in 1892.  
Catherine M. Todero Ph.D., R.N., FAAN, College of Nursing, founded in 1971.  
Anthony R. Hendrickson, Ph.D., Heider College of Business, founded in 1920.

# Article III. The University Faculty

## A. Membership

The University faculty shall consist of the following categories: Teaching-Research Faculty; Clinician-Educator Faculty; Alegent Creighton Health SOM Teaching-Research and Clinician-Educator Faculty; Resident Faculty; Research Faculty; Adjunct Faculty; Special Faculty; Contributed-Service Faculty; Visiting Faculty; Affiliate Faculty; Emeritus Faculty; University Professors; and Retired Faculty. The Dean of the appropriate College or School, in consultation with the Provost, recommends such faculty members to the President who makes the appointments of such faculty members in writing. Such duly appointed faculty members who accept such appointment shall do so in writing. Such appointments shall clearly express in writing: (a.) the category (as listed above and defined below), (b.) eligibility for benefits, (c.) the rank (as appropriate to the category) and the discipline(s) (with primary area, and secondary area(s), if any), (d.) the track (tenure or non-tenure, as appropriate) and any special duties and/or conditions of appointment. Special conditions of appointment may not remove rights and benefits provided for in the *Faculty Handbook*. Each School or College may use any or all of the faculty designations contained herein, as appropriate. No titles other than those contained herein shall be used. Conditions of appointment shall not be altered except by mutual consent.

## 1. Teaching-Research Faculty

### a. Definition

The Teaching-Research Faculty are full-time faculty members engaged in teaching, research and service, and, if appropriate to the appointment, clinical activity.

### b. Eligibility for Benefits

Teaching-Research Faculty members shall be eligible for benefits, regardless of the source of their compensation or any other consideration.

### c. Rank and Discipline(s)

Teaching-Research Faculty members, regardless of track, shall be designated by the unmodified titles of Instructor, Assistant Professor, Associate Professor and Professor of (discipline).

### d. Tracks

The initial choice of track shall be agreed upon by the prospective faculty member and the Chair, with the final decision, at the time of hiring, resting with the Dean. The

Teaching-Research Faculty shall have the following tracks.

### **(1) Tenure Track**

Full-time Teaching-Research faculty members with teaching, research, service and, if appropriate to the appointment, clinical activity, shall normally be appointed in the tenure track, and this shall be clearly specified in their letter of appointment.

### **(2) Non-Tenure Track**

Full-time Teaching-Research Faculty members in the clinical areas of the College of Nursing and Schools of Dentistry, Medicine, and Pharmacy and Health Professions who perform teaching, research, service and, if appropriate to the appointment, clinical activity at Creighton University and formally related institutions, may be appointed to the Non-Tenure Track, and this shall be clearly specified in their letter of appointment. The percent of all categories of full-time faculty that may occupy Non-Tenure Track positions in the College of Nursing and Schools of Dentistry, Medicine, and Pharmacy and Health Professions shall be decided by the faculty of the respective School or College; however, no more than 20% of the full-time Teaching-Research Faculty of any School or College shall occupy Non-Tenure Track positions. Non-Tenure Track faculty may be given renewable contracts of one to five years' duration, as recommended by the Provost, the Dean and Executive Committee of the appropriate School or College and approved by the President.

### **(3) Change of Track**

The assignment of track for each faculty member is made at the time of initial appointment. A change of track of a non-tenured faculty member may only be made at the request of that faculty member when circumstances change sufficiently enough to warrant such a change; examples include, but are not limited to, the following:

- (a) there is a substantial change of responsibility and the University's expectation of the faculty member; or
- (b) there is a change of funding source for the faculty member so that the University either becomes or ceases to be the primary source of salary for the faculty member.

Written approvals of the Executive Committee and the Dean of the appropriate School, the Provost, and the President are required for such a change of track. The normal seven-year limit on probation in tenure-track

positions includes all service while appointed in any Creighton University tenure-track position, whether continuous or not.

## **e. Policies**

### **(1) Tenure Track**

After initial appointment of faculty to the tenure-track of the Teaching-Research Faculty, such faculty members shall be within the University's tenure, non-reappointment, dismissal, termination and promotion policies.

### **(2) Non-Tenure Track**

After initial appointment to the Non-Tenure Track of the Teaching-Research Faculty, such faculty members shall be outside the University's tenure, non-reappointment, dismissal and termination policies, but shall be subject to the University's promotion policies.

## **2. Clinician-Educator Faculty**

### **a. Definition**

The Clinician-Educator Faculty are full-time faculty members in the College of Nursing and Schools of Dentistry, Medicine, and Pharmacy and Health Professions, and clinical members of the Heider College of Business and the School of Law, who are engaged primarily in clinical teaching and the provision of clinical services, as defined in their original letter of contract or as amended by mutual agreement.

### **b. Eligibility for Benefits**

Clinician-Educator Faculty members shall be eligible for benefits, regardless of the source of their compensation or any other consideration.

### **c. Rank and Discipline(s)**

Clinician-Educator Faculty members, regardless of track, shall be designated by the unmodified titles of Instructor, Assistant Professor, Associate Professor and Professor of (discipline).

### **d. Tracks**

The initial choice of track shall be agreed upon by the prospective faculty member and the Chair, with the final decision, at the time of hiring, resting with the Dean. The

Clinician-Educator Faculty shall have the following tracks.

### **(1) Tenure Track**

Full-time Clinician-Educator Faculty members shall normally be appointed in the tenure track, and this shall be clearly specified in their letter of appointment.

### **(2) Non-Tenure Track**

Full-time Clinician-Educator Faculty members in the clinical areas of the College of Nursing and Schools of Dentistry, Medicine, Pharmacy and Health Professions, and clinical members of the Heider College of Business and the School of Law, who perform specified, teaching, research, service and clinical activity at Creighton University and at formally related institutions, may be appointed to the Non-Tenure Track, and this shall be clearly specified in their letter of appointment. The percent of all categories of full-time Clinician-Educator faculty that may occupy Non-Tenure Track positions in the College of Nursing and Schools of Dentistry, Medicine, Pharmacy and Health Professions, and clinical members of the Heider College of Business and the School of Law, shall be decided by the faculty of the respective School or College; however, no more than 50% of the full-time Clinician-Educator faculty of the School or College shall occupy Non-Tenure Track positions in the College of Nursing and Schools of Dentistry, Medicine, Pharmacy and Health Professions; and no more than 25% of the full-time faculty in the Heider College of Business and the School of Law shall occupy Non-Tenure Track positions. Non-Tenure Track faculty may be given renewable contracts of one to five years' duration, as recommended by the Provost, the Dean and Executive Committee of the appropriate School or College and approved by the President. No one in the Heider College of Business may exercise this option after June 1, 2013.

### **(3) Change of Track**

The assignment of track for each faculty member is made at the time of initial appointment. A change of track of a non-tenured faculty member may only be made at the request of that faculty member when circumstances change sufficiently enough to warrant such a change; examples include, but are not limited to, the following:

(a) there is a substantial change of responsibility and the University's expectation of the faculty member; or

(b) there is a change of funding source for the faculty member so that the University either becomes or ceases to be the primary source of salary for the faculty member.

Written approvals of the Executive Committee and the Dean of the appropriate School, the Provost, and the President are required for such a change of track. The normal seven-year limit on probation in tenure-track positions includes all service while appointed in any Creighton University tenure-track position, whether continuous or not.

## **e. Policies**

### **(1) Tenure Track**

After initial appointment of faculty to the tenure-track of the Clinician-Educator Faculty, such faculty members shall be within the University's tenure, non-reappointment, dismissal, termination and promotion policies.

### **(2) Non-Tenure Track**

After initial appointment to the Non-Tenure Track of the Clinician-Educator Faculty, such faculty members shall be outside the University's tenure, non-reappointment, dismissal and termination policies, but shall be subject to the University's promotion policies.

## **3. Health Sciences Associated Faculty Employed by Clinical Affiliates.**

The purpose of this section is to set forth rights and provisions specifically applicable to Health Sciences Associated Faculty employed by Clinical Affiliates. This subsection does not apply to, and does not alter the rights and duties, of any other Creighton University faculty member.

### **a. Definitions**

#### **(1) General**

Beginning in 2012, Creighton University entered into contractual relationships with Clinical Affiliates. Clinical Affiliates are defined as hospitals or clinical systems that provide clinical education to Creighton University's healthcare students. Licensed clinical professionals employed by Clinical Affiliates are eligible for faculty status at Creighton University in a category hereafter referred to as "Health Sciences Associated Faculty." Health Sciences Associated Faculty may be appointed to full-time faculty positions while they are employed by a

Clinical Affiliate of Creighton University. Such an appointment will apply only to clinical faculty who are engaged primarily in clinical teaching, clinical research and the provision of clinical services as employees of the Clinical Affiliates. A Health Sciences Associated Faculty member employed by a Clinical Affiliate may be offered a full-time appointment in either a Teaching-Research or Clinician-Educator category if the faculty member provides more than 100 hours of didactic teaching to health science students each year.

## **(2) Definition of Tenure for Health Sciences Associated Faculty**

Tenure for Health Sciences Associated Faculty employed by Clinical Affiliates constitutes a right to automatic renewal of the Health Sciences Associated Faculty appointment. While such appointments of Health Sciences Associated Faculty employed by Clinical Affiliates generally are not directly compensated by Creighton University, the University shall employ its best efforts to ensure the following rights and protections: that Health Sciences Associated Faculty members employed by Clinical Affiliates are able to carry out all of their prescribed teaching, research, service and clinical functions contracted with Creighton University; that the academic freedom of such faculty is protected and enforced through University processes; and that such faculty receive fair and reasonable compensation for performing their academic duties. Such faculty who hold tenure under this Section shall enjoy all of the rights and benefits attached to tenure at Creighton University, except as modified by Subsection A.3.b, *infra*.

### **b. Eligibility for Benefits**

Health Sciences Associated Faculty employed by Clinical Affiliates are not eligible for Creighton University employee benefits. Faculty who were employed by Creighton University and who transitioned, without a break in service, to employment with Alegent†Creighton as a result of the 2012 agreement between Creighton University and Alegent Health System remain eligible for an accommodation equivalent to the tuition remission benefit to the extent set forth in the policy adopted by the Office of Human Resources November 2012, and said accommodation shall not be reduced below the levels set forth in the November 2012 Human Resources Tuition Remission Accommodation Policy.

### **c. Rank and Discipline(s)**

Creighton University Health Sciences Associated Faculty employed by Clinical Affiliates shall be eligible to apply

for tenure and/or to progress in rank in the manner set forth in Article III, Section G of this Handbook.

### **d. Initial Appointment to Faculty Category and Track**

The initial appointment of Health Sciences Associated Faculty employed by Clinical Affiliates to a Creighton University faculty category and track shall be agreed upon by the prospective faculty member and the department chair, with the final decision resting with the Dean of the health science school or college, in consultation with the Provost and the President of the University.

### **e. Policies**

#### **(1) General**

The employer of Health Sciences Associated Faculty employed by Clinical Affiliates is the Clinical Affiliate. The provisions of this Faculty Handbook and all other University policies and governing documents arising out of the existence of an employer-employee relationship are not applicable to Health Sciences Associated Faculty employed by the Clinical Affiliate. Voting and Representation in matters of University governance is restricted to Health Science Associated Faculty who are tenured or on the tenure track.

#### **(2) Special Provisions for Creighton School of Medicine Faculty Who Did Not Transition to employment with Alegent†Creighton**

Tenured faculty members who did not transition to employment by Alegent†Creighton are entitled, consistent with Article III, Section G.1., to an employment contract at no less than the faculty member's tenured protected salary at the time of transition. Such faculty members may engage in remunerative clinical activity only with the consent of the Dean of the School of Medicine; however, the Dean of the School of Medicine must approve any request of a faculty member to engage in remunerative clinical activities if the proposed clinical activity would not be in material competition with Alegent†Creighton. If the Dean of Medicine denies a request to engage in remunerative clinical activity, the requesting faculty member may appeal to the Provost and the President.

#### **(3) Reporting**

The Academic Council may require the Dean of any health science school or college to report annually on matters related to the relationship among the school or college, the Health Sciences Associated Faculty employed

by a Clinical Affiliate, and the Clinical Affiliate.

## 4. Resident Faculty

### a. Definition

The Resident Faculty are temporary full-time faculty members compensated by the University who perform University teaching, research, service and, if appropriate to the position, clinical activity. These faculty members shall normally receive one-year appointments. No Resident Faculty members shall be eligible for reappointment if such an appointment would extend their total consecutive years of service to more than three years.

### b. Eligibility for Benefits

Resident Faculty members shall be eligible for benefits.

### c. Rank and Discipline(s)

Resident Faculty members shall have the ranks of Resident Instructor, Resident Assistant Professor, Resident Associate Professor, or Resident Professor of (discipline).

### d. Tracks

There is no tenure-track option for Resident Faculty.

### e. Policies

Resident Faculty members are outside the University's tenure, non-reappointment, dismissal, and termination policies. The Dean, in consultation with the Provost, shall make recommendations regarding all appointments to and promotions within this faculty category to the President, who shall make the decision regarding approval of such a recommended action.

## 5. Research Faculty

### a. Definition

Research Faculty are full-time faculty members in the College of Nursing and Schools of Dentistry, Medicine, and Pharmacy and Health Professions who are engaged primarily in research. These faculty members shall devote at least 90% of their time toward research activities. A Research Faculty position is dependent upon securing external funding and may be terminated any time the external support is discontinued or reduced below the level necessary to fund the salary and benefits of the

appointment. The term of appointment should coincide with the term of the external funding.

### b. Eligibility of Benefits

Research Faculty shall have their benefits status established consistent with the terms of the grant.

### c. Rank

Research Faculty shall have the ranks of Research Instructor, Research Assistant Professor, Research Associate Professor or Research Professor of (discipline).

### d. Tracks

There is no tenure-track option for Research Faculty.

### e. Policies

Research Faculty members are outside the University's tenure, non-reappointment, dismissal, and termination policies. The Dean, in consultation with the Provost, shall make recommendations regarding all appointments to and promotions within this faculty category to the President, who shall make the decision regarding approval of such a recommended action. No one may exercise the option of being engaged as a Research Faculty member after June 1, 2016.

## 6. Adjunct Faculty

### a. Definition

The Adjunct Faculty are continuing part-time faculty members compensated by the University who perform University teaching, research, service and, if appropriate to the position, clinical activity. These faculty members shall normally receive one-year appointments which may be renewed, shall perform duties equal to or more than 50% but less than 75% of the workload of full-time faculty, and shall have their agreed-upon workload percentage clearly specified in their letter of appointment.

### b. Eligibility for Benefits

Adjunct Faculty members shall be eligible for benefits.

### c. Rank and Discipline(s)

Adjunct Faculty members shall have the ranks of Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, or Adjunct Professor of (discipline).

#### **d. Tracks**

There is no tenure-track option for Adjunct Faculty.

#### **e. Policies**

Adjunct Faculty members are outside the University's tenure, non-reappointment, dismissal, and termination policies. However, Adjunct Faculty members shall have normal recourse to the University's grievance and academic freedom procedures. The Dean, in consultation with the Provost, shall make recommendations regarding all appointments to and promotions within this faculty category to the President, who shall make the decision regarding approval of such a recommended action.

### **7. Special Faculty**

#### **a. Definition**

The Special Faculty are part-time faculty members, compensated by the University, who perform University teaching, research, service and, if appropriate, clinical activity. These faculty members shall perform duties at less than 50% of the workload of full-time faculty, and shall have their agreed-upon workload percentage clearly specified in their letter of appointment.

#### **b. Eligibility for Benefits**

Special Faculty members shall not be eligible for benefits.

#### **c. Rank and Discipline(s)**

Special Faculty members shall have the ranks of Instructor, Special Assistant Professor, Special Associate Professor, or Special Professor of (discipline).

#### **d. Tracks**

There is no tenure-track option for Special Faculty.

#### **e. Policies**

Initial appointment as a Special Faculty member shall be based on a recommendation by the Provost and the Dean of the appropriate School or College to the President. Special Faculty are outside the University's tenure, non-reappointment, dismissal, termination, grievance and regular promotion policies, but retain academic freedom as described in the Faculty Handbook. Following initial appointment as a Special Faculty member, any petition for

promotion in rank will be granted if it is approved by the College or School Committee on Rank and Tenure.

### **8. Contributed-Service Faculty**

#### **a. Definition**

Contributed-Service Faculty are faculty in the College of Nursing and Schools of Dentistry, Medicine, Pharmacy and Health Professions, who instruct on a part-time basis in the professional programs without compensation from the University, other than occasional honoraria and approved expense reimbursement. Such faculty may agree to provide, for compensation, separate additional services requested by the University. In such instances a written document, which must be signed by the President, the Provost and the faculty member, shall describe the additional services and the compensation to be paid to the faculty member for the additional services.

#### **b. Eligibility for Benefits**

Contributed-Service Faculty shall not be eligible for benefits.

#### **c. Rank and Discipline(s)**

Contributed-Service Faculty members shall have the ranks of Clinical Instructor, Assistant Clinical Professor, Associate Clinical Professor, or Clinical Professor of (discipline).

#### **d. Tracks**

There is no tenure-track option for Contributed-Service Faculty.

#### **e. Policies**

Initial appointment as a Contributed Service Faculty member shall be based on a recommendation by the Provost and the Dean of the appropriate School or College to the President. Contributed Service Faculty are outside the University's tenure, non-reappointment, dismissal, termination, grievance and regular promotion policies, but retain academic freedom as described in the Faculty Handbook. Following initial appointment as a Contributed-Service Faculty member, any petition for promotion in rank will be granted if it is approved by the College or School Committee on Rank and Tenure.

### **9. Visiting Faculty**

### **a. Definition**

Visiting Faculty are faculty members who retain an appointment and academic rank at another (home) institution of higher education and who leave that institution for a stipulated period of time to engage in teaching, research, service or, if appropriate to the position, clinical activity at Creighton University.

### **b. Eligibility for Benefits**

Visiting Faculty members shall have their benefits status established at the time of appointment, with either the home institution or the University providing benefits as agreed.

### **c. Rank and Discipline(s)**

Visiting Faculty members shall have the title of Visiting preceding the rank and discipline held at their home institution.

### **d. Tracks**

There is no tenure-track option for Visiting Faculty.

### **e. Policies**

Visiting Faculty members shall be recommended by the Provost and the Dean of the appropriate School or College to the President. Visiting Faculty are outside the University's tenure, non- reappointment, dismissal, termination, and promotion policies.

## **10. Affiliate Faculty**

### **a. Definition**

Affiliate Faculty are faculty members who are not Creighton University employees but hold a position at a contractual affiliate campus of Creighton University. These Affiliate Faculty consist of faculty members at the following sites: Creighton University School of Medicine at St. Joseph's Hospital and Medical Center (Phoenix), Idaho State University at Pocatello, and the University of Utah at Salt Lake City. Affiliate Faculty may teach Creighton University students, residents, or post-doctoral fellows, perform service activities in association with Creighton University students, residents, or post-doctoral fellows, conduct research, and/or, if appropriate to the position, engage in clinical activity which provides education and training to Creighton University students or residents.

### **b. Eligibility for Benefits**

Affiliate Faculty members are not eligible for benefits provided by Creighton University. Affiliate Faculty are entitled only to benefits, if any, provided by their institution.

### **c. Rank and Discipline(s)**

Affiliate Faculty members shall have the ranks of Instructor, Assistant Professor, Associate Professor, or Professor of (discipline).

### **d. Tracks**

There is no tenure-track option for Affiliate Faculty.

### **e. Policies**

Initial appointment as an Affiliate Faculty member shall be based on a recommendation by the Provost and the Dean of the appropriate School or College to the President. Affiliate Faculty are outside the University's tenure, non-reappointment, dismissal, termination, grievance and regular promotion policies, but retain academic freedom as described in the Faculty Handbook. Following initial appointment as an Affiliate Faculty member, any petition for promotion in rank will be granted if it is approved by the College or School Committee on Rank and Tenure.

## **11. Emeritus Faculty**

### **a. Definition**

The Emeritus Faculty are faculty members from the Teaching-Research, Clinician-Educator, Adjunct or Contributed-Service Faculties, or University Professors, who have retired and have been designated Emeritus by the President.

### **b. Eligibility for Benefits**

Emeritus Faculty members shall not be eligible for benefits, except as specifically set forth in the Benefits Section (Article IV) of the Faculty Handbook and elsewhere.

### **c. Rank and Discipline(s)**

Emeritus Faculty members shall retain the title they held at the time of retirement with the word "Emeritus"

inserted between their previous rank indicator and their discipline indicator. (For example: Associate Professor Emeritus of Theology).

#### **d. Tracks**

There is no tenure-track option for Emeritus Faculty.

#### **e. Policies**

Except as specifically set forth elsewhere, Emeritus Faculty members are outside the University's tenure, non-reappointment, dismissal, termination, and promotion policies.

### **12. University Professors**

#### **a. Definition**

University Professors shall consist of those full-time tenured faculty members who, in recognition of many years of outstanding service to Creighton University and to the larger academic community, no longer are required to perform routine faculty assignments, so that they may devote their full efforts to other academic pursuits.

#### **b. Eligibility for Benefits**

University Professors shall retain the benefits level held at the time of their designation as University Professors until such time as their contractual status with the university shall cease.

#### **c. Rank**

University Professors shall retain the rank held at the time of their designation as University Professors, unless promoted in accordance with Rank and Tenure policies.

#### **d. Tracks**

University Professors are, by definition, tenured.

#### **e. Policies**

Such teaching, research, and service as University Professors may perform shall conform to the policies of the School or College in which they are appointed. Such appointments, including the terms thereof and assignments involved, shall be made directly by the President, upon the recommendation of the Provost and the Dean of the appropriate School or College. University Professors are not within the University's tenure, non-

reappointment, dismissal, termination, and promotion policies with respect to their service as University Professors, but are within such policies with respect to the tenured appointments they held at the University prior to their appointments as University Professors.

### **13. Retirement**

Effective January 1, 1994, there is no mandatory retirement for faculty or other employees. For retirement purposes, the academic year is defined as August 20 to the following August 19.

Retirement does not connote the severing of all personal and scholarly ties between retired faculty and the University community. Retired faculty are a valued and valuable social and scholarly resource. Retired faculty will normally be invited to University social and academic events. In addition, retired faculty members shall, for the convenience of the faculty member and the University, be afforded library and study privileges by the appropriate academic administrator. By mutual agreement between the University and the faculty member, the faculty member may extend service to the University beyond retirement on a year-to-year basis. At least twelve months before the expiration of an appointment, notice of intent of nonrenewal of contract shall be given to retired faculty, including Professors Emeriti, who after full-time service to the University have been retained on a year-to-year basis at full- or part-time salary.

### **B. Workload**

Each College and School shall make available in writing a statement of what constitutes a 50% workload for faculty members in the respective College or School. The University Committee on Rank and Tenure shall make available in writing Guidelines and Point Scales consistent with the definitions of faculty set forth in this Faculty Handbook.

### **C. Officers of Academic Administration**

Faculty members may also hold particular positions which make them Officers of Academic Administration. These positions are designated by the titles of President, Provost, Vice Provost, Associate Provost, Assistant Provost, Dean, Associate Dean, Assistant Dean or other qualifiers attached to the titles of President, Provost or Dean .

Holding such a title does not of itself grant faculty membership on the holder.

## **D. Elections**

When the University Statutes require or refer to elections, faculty representation, or faculty membership or the like on the Academic Council or Committee, the persons eligible to run for election or to vote in an election shall include only members of the full-time Teaching-Research Faculty and Clinician-Educator faculty and shall exclude officers of academic administration, unless otherwise specifically provided.

## **E. Appointment and Rank**

### **1. Terms of Appointment**

The terms of appointment to the faculty will be stated or confirmed in a written agreement executed by the President, or a legally qualified agent of the University empowered to act in the President's stead, and the faculty member. Copies of the agreement will be provided to the faculty member as well as the Provost and Academic Dean, the University's Director of Human Resources, and the Central Faculty File. Such agreements are to be considered bilateral; that is, they encompass promises made by the faculty member to perform assigned duties satisfactorily and promises made by the University to pay a stated salary and to afford faculty status with all appropriate benefits, each set of promises given in consideration of the other. To be effective, the agreements between the University and a Jesuit faculty member must also be approved in writing by his religious superior, and a copy of such agreement shall be provided to the superior. Subsequent modifications or extensions of such agreements between a faculty member and the University are also to be stated or confirmed in writing, with a copy supplied to the parties to whom copies of the original agreement have been supplied.

Normally appointments are made to teaching and/or research positions within an academic or professional discipline and within a particular school or college of the University.

An agreement regarding the terms and conditions of appointment shall also set forth the effective date of the appointment and of the specific term of the appointment. By April 25, the University will normally communicate to faculty members its offer of the terms and conditions of appointment.

With the exception of appointments clearly limited by the terms of the contract with the University, all full-time appointments to the teaching and research faculty at the rank of Instructor, Assistant Professor, Associate Professor, and Professor are of two kinds: (1) probationary, or (2) tenured. The appointment of a tenured faculty member is considered continuing; that is, the appointment is automatically renewed from year to year until the faculty member reaches retirement unless (1) the faculty member gives timely notice of termination, as set forth in this Handbook; (2) the University gives timely notice of intent to terminate or dismiss for one or more of the reasons set out in Section E; or (3) the University and the faculty member mutually agree to rescind or terminate their agreement. Agreements covering initial and renewal appointments will normally extend over an academic or calendar year, depending on the policy of the school or college concerned, but such agreements may also cover shorter periods (e.g., a semester, a summer session, or an interim session).

The faculty member will be advised, at the time of initial appointment, of the substantive standards and procedures generally employed in decisions affecting renewal and tenure. Any special standards adopted by the faculty member's department or school will also be brought to the faculty member's attention. The faculty member will be advised of the time when decisions affecting renewal or tenure are ordinarily made, and will be given the opportunity to submit material believed to be helpful to an adequate consideration of the circumstances.

Each faculty member has a personal responsibility to seek annual evaluations and counsel regarding progress toward tenure and promotion. Deans will provide for evaluation and advice of non-tenured faculty concerning their progress toward tenure and promotion to the extent reasonably possible. These evaluations may be conducted by deans, department chairs, division heads, or senior faculty as determined by the dean. Evaluations will be provided in the context of current University Rank and Tenure Guidelines. The written evaluation will be signed by both faculty member and evaluator and kept in the appropriate dean's office. This process is intended to assist faculty members in professional and career development. It is not intended to, and shall not have the effect of, precluding the independent review, discretionary judgment and determination of merit for tenure and promotion by the deans, the college or school committee for rank and tenure, the University Rank and Tenure Committee, and/or the President.

## **2. Non-Reappointment and Resignation: Notice**

Written notice that a probationary appointment is not to be renewed is to be given to the faculty member before the expiration of the appointment term as follows:

- a. During the initial appointment of service to the University, the faculty member must receive written notice at least three months before the expiration of the appointment.
- b. During the second appointment of service to the University, the faculty member must receive written notice at least six months before the expiration of the appointment.
- c. During the third and all subsequent appointments of service at the University, the faculty member must receive written notice at least 12 months before the expiration of the appointment.

By March 31, the University will normally communicate to faculty members its offer of the terms and conditions of non-reappointment.

A faculty member may terminate the appointment at the end of such appointment by providing written notice to the University. The faculty member should make every effort to give such notice as early as possible prior to the end of the appointment year, recognizing the burden placed on the University where late notice is received. A faculty member may properly request waiver of this notice requirement in case of hardship or in situations in which substantial professional advancement or personal opportunities would otherwise be forfeited, but the final decision will rest with the appropriate Dean.

## **3. Dual Appointments**

A faculty member may hold appointments in more than one department and/or school or college when the Chair of the appropriate department and the Dean or Deans, as the case may be, expressly request such an arrangement for the reason that it will help them discharge their educational and service responsibilities. One department or college or school must be designated primary, within which the faculty member concerned will accrue time toward academic tenure, if tenure is applicable. Tenure can be obtained in only one department or school or college and can be attained only in the department, school, or college of primary appointment.

## **4. Equal Employment Opportunity Policy**

In accordance with applicable federal laws and regulations, the employment policies and practices of Creighton University are administered without unlawful regard to race, color, religion, national origin, sex, disability, marital status, veteran status, or age. The University will promote equal employment opportunity through a positive and continuing Affirmative Action Program.

This Affirmative Action Program will have as its firm objective equal opportunity in recruitment, hiring, rates of pay, promotion, training, termination, benefit plans and all other form of compensation and conditions and privileges of employment for all employees and applicants for employment. The program is designed to provide equal employment opportunity and an atmosphere of nondiscrimination with respect to women, members of the various minority groups, veterans and the disabled.

Coordination of the University's civil rights effort is the responsibility of the Associate Vice President for Equity and Inclusion. Staff members are encouraged to direct inquiries or complaints regarding civil rights policy to the University Office of Equity and Inclusion.

## **5. Americans with Disabilities**

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008 require that we provide services and reasonable accommodations for individuals with disabilities. Individuals who may be eligible for services include those with physical disabilities, mental disabilities, and chronic health impairments that substantially limit a major life activity. Moreover, individuals with temporary impairments due to illness, surgery, or accident, while not qualifying under the ADA or the Rehabilitation Act, may be eligible to receive support services.

In order to be eligible for services, Creighton University requires written documentation of an employee's disability to be provided to Human Resources. This written documentation must be provided by a qualified evaluator as determined by the Director of Human Resources.

It is also the policy of the University to make all campus programs and services available to individuals with disabilities. To obtain information on accessibility of buildings and programs or to report problems of accessibility, please contact the Associate Vice President for Equity and Inclusion.

For more information, contact your supervisor or Human Resources at extension 2709.

## 6. Drug-Free Workplace

The following University policy is announced in compliance with the provisions of the federal “Drug-Free Workplace Act of 1988.” This policy was effective March 18, 1989.

### a. General Policy Provisions:

It is the University’s policy to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by employees in the workplace is prohibited.

### b. Specific Policy Provisions:

Any employee who accepts or performs University employment which involves direct engagement in work under any federal grant or federal procurement contract (as described in Application of Policy paragraph below) is hereby notified that, as a condition of employment in such grant or on such contract, he or she must abide by the terms of this policy. In addition, any such employees must notify the University’s Human Resources Director of any criminal drug statute conviction for a violation occurring in a grant or contract workplace no later than 5 days after such conviction. Upon receipt of such notice, the University will, where required by the Act: (1) take appropriate personnel action against the employee, which may include actions up to and including termination; or, (2) require such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement or other appropriate agency.

### c. Application of Policy

Paragraphs a., c. and d. of this policy apply to all University employees. Paragraphs a. through d. of this policy apply to all University employees who are then directly engaged in the performance of work under either (1) a contract awarded to the University by any federal agency for the procurement of any property or services of a value of \$25,000 or more; or (2) a grant made to the University by any federal agency. Employees found to be in violation of this policy will be subject to any consideration for rehabilitation and/or disciplinary action, including possible termination of employment.

### d. Drug-Free Awareness Program

The University has established a Drug-Free Awareness Program that describes the dangers of drug abuse in the workplace. In addition, the University has drug counseling and rehabilitation resources available to employees. Any employee may seek the use of such resources by contacting the Human Resources Office, which administers this policy and coordinates such resources.

## 7. Harassment, Discrimination, Sexual and Relationship Misconduct Policy

In accordance with its history, mission, and credo, Creighton University believes that each individual should be treated with respect and dignity and that any form of harassment, discrimination, sexual and/or relationship misconduct is a violation of human dignity. The University condemns and prohibits all forms of harassment, discrimination, sexual and/or relationship misconduct and will take all reasonable efforts to prevent and promptly address conduct found to be in violation of this policy. The purpose of this policy is:

- a. To communicate processes for investigating complaints in a manner that reasonably protects the privacy of individuals involved in situations of alleged harassment, discrimination, sexual and/or relationship misconduct;
- b. To ensure the provision of equal employment and educational opportunities for faculty, staff, students, and applicants without regard to race, color, religion, sex, marital status, national origin, age, disability, citizenship, sexual orientation, gender identity, gender expression, veteran status, and any other groups protected by federal, state, or local statutes;
- c. To protect those individuals who report or provide information related to alleged harassment, discrimination, sexual and/or relationship misconduct from retaliation of any kind;
- d. To fulfill all obligations as required by law, including but not limited to Title IX, Campus SaVE Act, Title VII, and Section 504 of the Rehabilitation Act and Title III of the Americans with Disabilities Act;
- e. To set forth guidance for preventing harassment, discrimination, sexual and/or relationship misconduct;
- f. To take timely corrective action when harassment, discrimination, sexual and/or relationship misconduct is alleged to have occurred; and

- g. To establish a consistent process for resolving complaints of harassment, discrimination, sexual and/or relationship misconduct in a fair and just manner.

## **POLICY**

It is the policy of the University to provide equal employment and educational opportunities to faculty, staff, students, and applicants without regard to race, color, religion, sex, marital status, national origin, age, disability, citizenship, sexual orientation, gender identity, gender expression, veteran status, and any other groups protected by federal, state, or local statutes. In addition, it is the policy of the University to comply with applicable state statutes and local ordinances governing nondiscrimination in employment and educational activities. Upon notification, The Office of Equity and Inclusion will determine if an investigation of an alleged violation of this policy is warranted, enabling the office to investigate and to take corrective action where appropriate.

Acts of harassment, discrimination, sexual and/or relationship misconduct are considered serious violations of University policy. Due to the serious nature of these violations, all incidents of harassment, discrimination, sexual and/or relationship misconduct involving students, faculty, or staff are resolved under this policy and not through other disciplinary processes at the University (e.g. University Committee on Student Discipline, Faculty or Academic Council, Human Resources). Because of the seriousness of these actions, the full range of institutional action, including separation, termination, suspension, and expulsion may be imposed. For a complete list of potential institutional action, please reference Section IV, *Sanctions*.

The University requires all faculty and staff to report incidents of harassment, discrimination, sexual and/or relationship misconduct to the Office of Equity and Inclusion. Student employees, in the administration of their job duties, are also considered mandatory reporters. All individuals in the state of Nebraska are mandatory reporters of child abuse and neglect. Reports of suspected child abuse and neglect must be made to local authorities or the Nebraska child abuse hotline at 1-800-652-1999.

The University will broadly disseminate this policy and distribute a list of resources available to respond to concerns of harassment, discrimination, sexual and/or relationship misconduct. Additionally, the Violence Intervention and Prevention (VIP) Center and the Office of Equity and Inclusion will develop and present appropriate educational programs for students, faculty, and staff. Creighton University will make every effort to prevent harassment, discrimination, sexual misconduct, and/or relationship misconduct. Furthermore, the VIP Center employs two full-

time confidential advocates to offer support and resources to primary and secondary survivors in the event an incident of violence occurs.

## **SCOPE/ELIGIBILITY**

This policy applies to all faculty, staff, and students of the University community. Individuals with a faculty appointment, vendors, independent contractors, and other outside parties who conduct business with the University through affiliation and other agreements will be expected to comply with this policy as specified by the terms of any contract or agreement between the University and such third party.

Additionally, this policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, benefits, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

This policy applies to all incidents of alleged harassment, discrimination, sexual misconduct, and relationship misconduct, as defined by this policy, including incidents which occur off-campus or outside of normal work, class, or business hours. Any individual has the ability to make a report under this policy when the “accused” party is a member of the Creighton University community (e.g. supervisor, co-worker, faculty member, student) or a non-Creighton affiliate (e.g. visitors, guests, employees of a contracted service.) The University recognizes the limitations of investigating complaints where the responding party is not a member of the campus community, but will make every effort to investigate these complaints to the greatest extent possible. This includes working with other institutions or third party organizations.

### **I. Sexual and/or Relationship Misconduct**

Human sexual expression has been understood to be one of the great gifts of God to bind persons together in a freely chosen, mutual, and permanent commitment of love, and to sustain the human race. In the Catholic Jesuit tradition at this University we most value sexual expression when it fulfills these purposes. We understand that contemporary Western culture has moved away from the exclusivity of sexual expression in relationships of permanent commitment. In spite of this cultural context, Creighton continues to teach and be witness to the Catholic values. At the same time, we respect the values and beliefs of all the members of our community trusting that each person has carefully reflected on their own values and commitments, considering the good of the whole community, as well as their own desires and welfare, as they make choices about sexual activity.

Creighton's values forbid any member of our community to act in ways that actively harm anyone else's ability to knowingly and freely choose to act on their own behalf. Thus, in keeping with the demands of our own Catholic Jesuit Mission, as well as laws and other societal structures, the University establishes specific policies, with clear consequences, regarding sexual behaviors that undermine another's freedom and knowledge. It is the University's intent here to outline these policies and commit the University community to implementing them with fairness and concern toward every person involved.

**a. Sexual Misconduct Violations**

i. **Sexual Harassment.** Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic progress,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with (denying or limiting) an individual's work or academic performance or creating a hostile educational or workplace environment.

ii. **Non-Consensual Sexual Intercourse (i.e. rape).** Any sexual intercourse, however slight, with any object or body part, that is without consent and/or by force or coercion.

1. Intercourse includes: vaginal and/or anal penetration by a penis, object, tongue, or finger; oral copulation (mouth to genital penetration or genital to mouth penetration).

iii. **Non-Consensual Sexual Contact (i.e. fondling).** Any sexual touching, however slight, with any object or body part, that is without consent and/or by force or coercion.

1. Sexual touching includes: intentional contact with the breasts, buttock, groin, or genitals, or touching another with any of these body parts (includes direct skin

to skin contact, contact with bodily fluids, or contact over clothing); making another touch you or themselves with or on any of these body parts (breasts, buttocks, groin, or genitals); any intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice.

iv. **Sexual Exploitation.** Taking sexual advantage of another person for the benefit of oneself or a third party when consent is not present. This includes, but is not limited to the following actions (including when they are done via electronic means, methods, or devices):

1. Invasion of sexual privacy;
2. Prostituting another individual;
3. Non-consensual photos, videos or audio-recording of sexual activity;
4. Sharing or distributing sexual information, images, or recordings of another individual without permission;
5. Engaging in voyeurism or arranging voyeuristic opportunities for others;
6. Knowingly transmitting a sexually transmitted infection (STI) or human immunodeficiency virus (HIV) to another individual;
7. Exposing one's genitals in non-consensual circumstances;
8. Inducing another to expose their genitals;
9. Sexually-based stalking and/or bullying.

v. **Incest.** Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by the laws of the state in which the incident occurred.

1. In Nebraska, this is set forth in Neb. Rev. Stat. § 28-702 and 703 (1).

vi. **Statutory Rape.** Sexual intercourse with a person who is under the statutory age of consent under the laws of the state in which the incident occurred.

1. In Nebraska, it is a first degree felony for an individual 19 years of age or older to subject another to sexual penetration if the victim is at least twelve, but less than sixteen.

**b. Relationship Misconduct Violations**

i. **Dating Violence.** A pattern of intimidation, physical assault, sexual assault, and/or other abusive behavior committed by one partner in a social relationship of a romantic or intimate nature (serious or casual, monogamous or not, short- or long-term) against the other current or former partner. Examples of dating violence include, but are not limited to:

1. Physical: Hitting, slapping, shoving, punching, grabbing, pinching, biting, hair pulling, strangling.
2. Sexual: Sexual assault, coercing or attempting to coerce any sexual act without consent, treating an individual in a sexually demeaning manner.
3. Emotional: Actions and/or words that diminish an individual's self-worth or self-esteem.
4. Psychological: Threats of physical harm to self, partner, children, or partner's family or friends, destruction or threats of destruction of pets or property, forced isolation from family, friends, school and/or work, or any behaviors that intimidate, manipulate, humiliate, isolate, frighten, coerce, threaten, blame, or injure someone.
5. Economic: Withholding an individual's access to money, restricting access to an individual's education or employment, maintain total control over an individual's financial resources.

ii. **Domestic Violence.** A pattern of intimidation, physical assault, sexual assault, and/or other abusive behavior committed by one partner against the other partner where the individuals are current or former spouses, individuals who share a child in common, or individuals who are cohabitating or who have cohabitated. Examples of domestic violence include but are not limited to:

1. Physical: Hitting, slapping, shoving, punching, grabbing, pinching, biting, hair pulling, strangling.
2. Sexual: Sexual assault, coercing or attempting to coerce any sexual act

without consent, treating an individual in a sexually demeaning manner.

3. Emotional: Actions and/or words that diminish an individual's self-worth or self-esteem.
4. Psychological: Threats of physical harm to self, partner, children, or partner's family or friends, destruction or threats of destructions of pets or property, forced isolation from family, friends, school and/or work, or any behaviors that intimidate, manipulate, humiliate, isolate, frighten, coerce, threaten, blame, or injure someone.
5. Economic: Withholding an individual's access to money, restricting access to an individual's education or employment, maintain total control over an individual's financial resources.

iii. **Stalking.** A pattern of conduct directed at a specific person that would cause a reasonable person to fear for their safety, the safety of others, or to suffer substantial emotional distress.

**c. Investigations into sexual and/or relationship misconduct allegations will, where applicable, include an evaluation of the following factors as they apply to the reported incident(s):**

i. **Did all parties involved consent to sexual activity?**

1. Consent. Consent is affirmative by definition. Consent is an *explicitly communicated* mutual agreement in which all parties make an *informed, voluntary, and active* decision to engage in specific sexual activity. It is the responsibility of any person wishing to engage in sexual activity with another person to determine the capacity of that potential sexual partner to provide consent.

a. Explicitly communicated: Consent must be communicated clearly, either verbally or non-verbally, through an outward demonstration signifying a person has freely chosen to engage in specific sexual activity. Consent cannot be inferred from the absence of a "no" and may not be inferred from silence,

passivity, lack of resistance, or lack of an active response (e.g. freezing or being physically unable to communicate).

- b. **Informed:** This means that all individuals understand, are aware of, and agree to the “who” (same partners), “what” (same acts), “where” (same location), “when” (same time), and “how” (same way and under the same conditions) of the sexual activity. A person is not deemed to be informed if a sexual partner misrepresents or materially omits information about themselves or the situation to gain sexual access. Being informed includes, but is not limited to, an awareness of whether pictures and/or video are being taken and knowledge of a partner’s sexual health status (i.e. sexually transmitted infections). *See also* “sexual exploitation.”
- c. **Voluntary:** This means that consent is freely given by all parties and cannot be the result of force, threats, intimidation, coercion, or fraud.
- d. **Active:** Consent must be present and ongoing throughout every sexual interaction. Consent to one activity does not imply consent to other acts, nor does a previous intimate relationship indicate consent to other sexual acts. Consent can be revoked at any time. If there is confusion or ambiguity during a sexual interaction, it is essential that the participants stop the activity and clarify each party’s willingness to continue.

ii. **Was the reporting party incapacitated?**

- 1. **Incapacitation:** Incapacitation is defined as the inability, temporarily or permanently, to make a rational, reasonable decision. Incapacitated persons are considered incapable of giving consent because they lack the ability to appreciate that the situation is sexual (e.g. the who, what, when, where, why and how of the

interaction.) Incapacitation can occur mentally or physically, from developmental disability, by alcohol or drug use, or blackout.

- a. An individual engaging in sexual activity with a person they know or reasonably should know to be incapacitated constitutes sexual misconduct. The test for whether a person should know if another individual is incapacitated is whether a reasonable person in the same position knew or should have known of the reporting party’s incapacitation.
- b. A responding party cannot rebut an allegation of a policy violation merely by asserting that they were impaired, and therefore, did not know the other person was incapacitated. Alcohol, drugs, or other intoxicants do not negate or diminish the responsibility of an individual to obtain consent.
- c. Indicators of incapacitation due to alcohol or drug use include, but are not limited to, the following:
  - i. Lack of control over physical movements; difficulty walking, stumbling, falling down; being unable to stand or walk without assistance;
  - ii. Slurred speech or inability to communicate clearly;
  - iii. Inability to focus or confusion about the circumstances;
  - iv. Vomiting;
  - v. Urinating and/or defecating on oneself, while sleeping, or in a public place;
  - vi. Unconsciousness or periods of unconsciousness; blackouts.
- d. An individual does not have the capacity to give consent, voluntarily or involuntarily, if they are under the

age of consent in the jurisdiction in which the sexual activity occurred.

interaction, continued pressure beyond that point can be coercive.

iii. **Did the conduct create a hostile environment?**

1. A hostile environment exists when actions or behaviors are sufficiently severe, pervasive, or persistent and unreasonably alter the conditions of the employment or educational environment and deprive individuals from participating in or benefiting from the employment or educational environment.
2. In determining whether a reasonable person in the reporting party's circumstances would find the work or educational environment to be hostile, the totality of the circumstances must be considered. A hostile environment is not determined solely on the number of offensive incidents. A single, isolated incident may create a hostile environment if the incident is sufficiently severe (e.g., a single, but extremely targeted, individualized and derogatory sexually charged statement.)

iv. **Was force or coercion present in the reported incident?**

1. **Force:** Use of physical violence and/or imposing on someone physically to gain sexual access.
2. **Coercion:** Use of pressure or oppressive behavior, explicit or implied threats of harm, and severe and/or pervasive emotional intimidation to gain sexual access. Such coercion may cause a person to fear immediate or future harm or physical injury, or to engage in unwelcome sexual activity.
  - a. Words or conduct amount to coercion if a person wrongfully impairs another's freedom of will and ability to choose whether or not to engage in sexual activity. For example, when someone makes it clear that they do not want to engage in sexual activity or do not want to go beyond a certain point of sexual

b. Coercion also includes administering a drug, intoxicant, or similar substance that impairs a person's ability to consent.

c. Coercion includes power differentials where one individual has a perceived or known level of power or authority over the other individual. For example, a professor would have a level of authority over a student in their class or a student leader may have perceived authority over another student.

## II. Discrimination and Discriminatory Harassment

Because Creighton exists for students and learning, members of our community are challenged to reflect on transcendent values, including their relationship with God, in an atmosphere of freedom of inquiry, belief, and religious worship. The inalienable worth of each individual and appreciation of ethnic and cultural diversity are core values of Creighton. We seek to create and maintain an inclusive, welcoming environment by celebrating and protecting diversity.

Because we value *Cura Personalis*, "Care for the individual person," all members of the Creighton community are expected to respect each person as a child of God and treat each individual with dignity. Students, faculty, and staff all have the right to work and learn in a respectful, non-discriminatory environment. Any form of discrimination or discriminatory harassment violates this principle and will not be tolerated by the University.

### a. Definitions of Violations and Related Terms

- i. **Discrimination.** Any unfair distinction, treatment, or detriment to an individual compared to others that is based upon an individual's actual or perceived race, color, religion, sex, marital status, national origin, age, disability, citizenship, sexual orientation, gender identity, gender expression, veteran status, and any other groups protected by federal, state or local statutes. The conduct must be so objectively offensive as to alter the conditions of the individual's employment or educational experience.

ii. **Discriminatory Harassment.** Detrimental action based on an individual's actual or perceived race, color, religion, sex, marital status, national origin, age, disability, citizenship, sexual orientation, gender identity, gender expression, veteran status, and any other groups protected by federal, state, or local statutes that is so severe, persistent, or pervasive that it unreasonably interferes with or limits an individual's ability to participate in or benefit from the work or educational environment. Examples of discriminatory harassment include, but are not limited to:

1. Intimidation and/or humiliation as expressed by communications, threats, hatred, abuse of authority, or ill-will that assault an individual's self-worth.
2. Acts of physical violence against another person based on their actual or perceived status within a protected class.
3. Slurs, comments, rumors, jokes, innuendoes, and/or frequent, derogatory remarks about an individual as it relates to their actual or perceived status within a protected class.
4. Cartoons, pranks, and/or other conduct or behavior deemed inappropriate by Creighton University.

b. **Investigations into discrimination and discriminatory harassment allegations will include an evaluation of whether or not a hostile environment exists as a result of the reported incident(s):**

i. **Did the conduct create a hostile environment?**

1. A hostile environment exists when actions or behaviors are sufficiently severe, pervasive or persistent and unreasonably alter the conditions of the employment or educational environment and deprive individuals from participating in or benefiting from the employment or educational environment.
2. In determining whether a reasonable person in the reporting party's

circumstances would find the work or educational environment to be hostile, the totality of the circumstances must be considered. A hostile environment is not determined solely on the number of offensive incidents. A single, isolated incident may create a hostile environment if the incident is sufficiently severe (e.g., a single but extremely targeted, individualized and derogatory discriminatory statement.)

### **III. Additional Policy Statements and Related Violations**

This section details additional policy statements and related violations that apply to all investigations under this policy.

a. **Standard of Proof.** The Executive Director will make a determination of responsibility using the preponderance of evidence standard. This standard evaluates whether it is more likely than not that a violation occurred based on the evidence gathered during the course of an investigation.

b. **Amnesty for Reporting Parties and Witnesses.** Creighton University encourages the reporting of harassment, discrimination, sexual and/or relationship misconduct. Sometimes, individuals may be hesitant to report to university officials or participate in resolution processes because they fear that they themselves may be accused of policy violations, such as underage drinking, use of a fake ID, or violating a department policy at the time in which the incident occurred. In promoting the best interests of the campus community, and encouraging individuals to report to the Office of Equity and Inclusion, the University offers individuals who feel they have been the target of a policy violation and witnesses to such alleged violations amnesty from minor policy and/or code of conduct violations related to the incident, unless the University determines that the violation was serious and/or placed the health or safety of others at risk. The University may, however, initiate an educational discussion or pursue other educational interventions regarding alcohol or other drugs. Amnesty does not preclude or prevent action by police or other legal authorities.

- c. **Mandatory Reporters.** The University requires all faculty and staff to report incidents of harassment, discrimination, sexual and/or relationship misconduct to the Office of Equity and Inclusion. Student employees, in the administration of their job duties, are also considered mandatory reporters. All individuals in the state of Nebraska are mandatory reporters of child abuse and neglect. Reports of suspected child abuse and neglect must be made to local authorities or the Nebraska child abuse hotline at 1-800-652-1999.
- d. **Freedom of Expression and Academic Freedom.** Creighton University is firmly committed to the principles of free expression and academic freedom. As a Jesuit University, Creighton is equally committed to creating and maintaining an environment that is safe, healthy, harassment- and discrimination-free for all members of the campus community. Creighton affirms that these two legitimate interests can coexist. Discrimination, harassment, and retaliation against members of the University community are not protected expression or the proper exercise of academic freedom. The University will consider academic freedom in the investigation of reports of harassment, discrimination, sexual and/or relationship misconduct that involve an individual's statements or speech.
- e. **Retaliation.** Retaliation is an intentional, adverse action taken against a person for making a report of alleged policy violations or for participating in any proceeding under this policy. Adverse action is any conduct that seeks to discourage, threaten, intimidate, harass, or coerce an individual from engaging in activity protected under this policy. Retaliation can be committed by or directed towards any individual or group, not just the reporting and responding parties.
- f. **Failure to Comply.** A failure to comply violation is committed by an individual who interferes with or fails to follow the directives of University officials acting in performance of their duties under this policy. Examples include but are not limited to failure to follow protective measures, failure to respond to emails or meeting requests from a University official, or failure to complete required sanctions.

For further information, refer to the “Harassment, Discrimination and Grievance Policy”, and Relationship Misconduct Policy 2.1.25 in the Guide to Policies for Creighton University.

## F. Duties

### 1. Ordinary Duties

In addition to the satisfactory fulfillment of teaching assignments, the ordinary duties of a full-time faculty member include:

- a. The preparation, proctoring, and correction of student examinations.
- b. The direction and reading of student reports, papers, and dissertations.
- c. The regular educational counseling and guidance of students for which the faculty member shall maintain scheduled office hours approved by the Dean and Department Chair.
- d. The direction of student activities.
- e. Participation in faculty and departmental meetings and seminars; attendance at commencements, convocations, and all faculty meetings of the college, school, or University.
- f. Service on and cooperation with departmental, college or school, and University committees.
- g. The amount and quality of research necessary for professional standing and advancement.

Full-time faculty are required to be “in residence” at the University; that is, they are to give full time and attention to their duties at the University during their contracted period of employment unless duly relieved or granted a leave. Faculty members are to avoid engaging in occupational or vocational endeavors which in the judgment of the President and Dean may interfere with the thorough, efficient, and earnest performance at the University.

A full-time faculty member who wishes to run for public office must first advise the President of these plans so that appropriate arrangements may be made concerning full-time duties.

Faculty members are expected to observe and enforce the rules and regulations of the University, to promote the

principles and ideals for which the University stands, and to avoid such misconduct or misuse of their faculty status as will bring disgrace or discredit on themselves or the University.

## 2. Other Factors

The individual assignment of the faculty duties is determined by the Dean in consultation with the Department Chair or Chairs. The faculty member concerned is responsible for informing the Dean and/or Chair of academic and academic-related activities so as to apprise them as fully as possible of all real contributions to the University community beyond those recorded in class schedules, publications, etc.

These factors may be included, above and beyond classroom and laboratory clock hours, in arriving at an equitable assignment of duties:

- a. Availability, skill, and time devoted to student counseling.
- b. Representation of the University in civic and academic functions.
- c. Professional activity.
- d. Number of distinct or perennial course preparations.
- e. Relative complexity of courses (lower division, upper division, graduate, etc.).
- f. Outside-the-classroom work involved in courses (such as correcting papers, evaluating laboratory work, etc.).
- g. Internal service to the University (departmental administration, University committee work, advisory work with student organization, etc.).
- h. Approved research activity.
- i. Assigned number of graduate students being advised.

Faculty members are expected to meet all classes at assigned times. If a class or laboratory session cannot be met because of illness or some other valid reason, the Department Chair, or Dean in schools or colleges without departments, is to be notified in advance. If the teacher will be absent for more than two classes, the Dean is to be notified.

Faculty members are expected to be conscious of their unavoidable dual role — as individual citizens and as

instructional officer/representatives of Creighton University — in their activities both within and outside the University community.

## 3. Use of Faculty Status

A faculty member should use neither the University's name nor the connection with the University, without the approval of the President, in any opinion or certificate concerning the merit or credit of any business undertaking, or of the value of any scientific or practical invention, or in the sponsorship of an organization, or in support of a political candidate. Furthermore, faculty members should not publicize or make use of their faculty status in connection with any commercial venture or enterprise, or any endeavor which may bring discredit to the University or the education purposes and ends for which it stands.

## G. Promotion and Tenure

### 1. Definition of Tenure

Tenure is the right, subject to the conditions and provisions of Section H., of a faculty member to automatic renewal of the appointment at the end of its term under conditions at least equal to those which prevailed during the expiring term provided the material conditions of service are the same. Tenure protects the faculty from harassment or reprisal within the University community for expression or espousal of unpopular views or principles, and encourages freedom of inquiry and expression. Its object ultimately, then, is to secure a forum in which academic freedom can be a liberating reality.

Since tenure constitutes an enduring contract between the faculty member and the University, the decision to grant it must be made on the basis of the most informed judgment possible, in the best interests of the University, and in harmony with the University's Mission as a Catholic and Jesuit institution of higher learning. The President grants tenure based upon the recognition of academic achievement at Creighton University, subject to the terms of the job description established at the initial hiring or subsequently revised by mutual agreement; recognition, as appropriate, for achievements at previous institutions; the judgment that this achievement will continue in the future; and the determination that the granting of tenure fits into the Mission, needs, plans and goals of the Department, the College or School, and the University. The Dean, in consultation with the Provost, may hire faculty members with tenure with the approval of the President.

## 2. Definition of Promotion

Promotion is the advancement in rank from Assistant Professor to Associate Professor and to Professor. The President promotes faculty members for distinguished achievement while at Creighton University and the expectation that this achievement will be maintained or enhanced in the future, as well as the expectation that they will continue to foster the Mission of the University as a Catholic and Jesuit institution of higher learning. Achievement at previous institutions will also be considered when faculty members apply for promotion at Creighton University. The Dean, in consultation with the Provost, may hire faculty members at advanced ranks with the approval of the President.

## 3. The Relationship between Tenure and Promotion

Tenure and promotion are distinct entities. In reviewing dossiers, the Committee on Rank and Tenure applies separate though complementary sets of substantive criteria. Candidates for tenure and promotion may be awarded tenure without promotion or promotion without tenure.

## 4. Probationary Status

A faculty member without tenure serves in a probationary status but has the same academic freedom as tenured faculty members. The probationary period for Teaching-Research and Clinician-Educator Faculty normally extends through seven years unless a shorter period was negotiated at the time of initial appointment. Because of termination notice requirements, faculty members should recognize that tenure review shall precede the seventh year. A faculty member not granted tenure by the end of his or her sixth year (or earlier if so negotiated at the time of initial appointment) will be given a one-year terminal contract. During the period of this terminal contract, the faculty member may reapply for the granting of tenure pursuant to the normal timetable. If this faculty member is not granted tenure during this terminal contract year, the faculty member will not be continued in service after the expiration of this terminal contract.

### a. Extension of Probationary Status

To accommodate the needs of child rearing for some faculty members who are the primary child care providers for their families, the probationary period may be extended by the University (upon request by the faculty member and subject to the University's discretion to be

exercised upon the facts and circumstances of each particular case) for one calendar year for each child born or adopted during the probationary period. Any such request must be made by the faculty member in writing by not later than one year after the birth of a natural child, or one year after the placement in the faculty member's home of an adopted child.

### b. Early Consideration for Tenure

A faculty member may apply for consideration for tenure before the expiration of the normal probationary period. In such cases, or where the initial appointment includes a provision for early review of tenure, if tenure is denied the faculty member may be reconsidered for tenure during the normal probationary period.

### c. Time Counted toward Tenure

If the employment date occurs at any time other than the beginning of an academic year (August 20), time towards tenure shall not begin until the start of the next full academic year unless otherwise stated in writing. Time spent on leave of absence or in part-time employment shall not be considered a part of the probationary period, unless the faculty member and the University agree in writing to the contrary at the time the leave is granted.

## 5. Administrative Service

A faculty member, tenured in a College or School of the University before accepting a full-time administrative position in the University, shall continue to hold tenure and the same or higher rank while in that position. If a faculty member was not tenured in the University at the time of accepting a full-time administrative position, the time spent in administration is not normally considered a part of the probationary period. In those cases in which full-time administrators are considered for promotion in rank or granting of tenure, the quality and length of administrative service should be taken into account together with all academic achievement. A non-tenured faculty member in a full-time administrative position at this University shall be entitled to a minimum one year's appointment in the appropriate College or School upon completion of the administrative duties, unless the member has been dismissed.

## 6. Military Science

Because of their primary employment by government, members of the United States Army appointed to the faculty of the Department of Military Science are not eligible for tenure.

## 7. Special Projects

Under some conditions (e.g., special projects, sponsored research) the University may hire faculty personnel whose appointment is coterminous with the project and therefore outside the University's tenure policy.

## 8. Committees on Rank and Tenure

### a. University Committee on Rank and Tenure

#### i. Purpose

The University Committee on Rank and Tenure shall be a peer review committee which shall concern itself with the maintenance and development of faculty competence, and with recommending the establishment and maintenance of University-wide standards for attaining rank and tenure. It shall review all applications for grants of tenure and/or promotion to the ranks of Associate Professor and Professor other than those granted at initial appointment. It shall review dossiers forwarded to it from the Colleges and Schools concerning conferral of tenure and advancement in rank in accordance with the provisions of Article III, Section G.9 herein. After such review, it shall make recommendations to the President of the University favoring or opposing conferral of tenure or advancement in rank. The Committee shall make all its recommendations to the President of the University, together with its vote and the reasoning for its recommendations, in writing. The Committee shall send a copy of such recommendations to the Provost.

#### ii. Membership

##### A) Members

The Committee shall consist of eleven (11) members: The Provost and the Dean of the Graduate School, *ex officio*, and nine (9) members of the tenured faculty at the rank of Associate Professor or above. The nine faculty members shall be elected by the faculty at large as follows: two (2) from the College of Arts and Sciences, two (2) from the School of Medicine (one from clinical and one from basic medical sciences), and one (1) each from the Colleges of Business and Nursing, the School of Dentistry, the School of Law, the and the School of Pharmacy and Health Professions. Members shall be elected for three-year terms at staggered intervals.

##### B) Chair

The Chair of the University Committee on Rank and Tenure shall be elected by the Committee at its first meeting following the first day of the fall semester each year. Only members who have already served for one year on the Committee shall be eligible. The Chair may designate an Acting Chair for any meeting.

##### C) Conflicts of Interest

If the case of a Committee member is initiated for promotion or tenure review, the member must take a leave of absence from the Committee for the academic year in which the case will be considered. Such a vacancy shall be filled in accordance with Article III, Section 2.F of the University Statutes, and Article III, Section G.8.a.ii.E of this Faculty Handbook. If the case of any Faculty member is referred to the Committee over whom any member of the Committee has a direct supervisory relationship, or if any members of the Committee have any other actual or perceived conflict of interest, those Committee members may be asked by the Committee to answer specific questions, and then shall leave the proceedings for the duration of the deliberations on that case. Such an absence shall not constitute a vacancy. Each candidate shall be allowed one (1) preemptory challenge which shall not count as a vacancy. Those faculty members who have excused themselves in accordance with this section shall not have access to the dossier for the case from which they have excused themselves.

##### D) Confidentiality

By accepting membership on the University Committee on Rank and Tenure, each member agrees to refrain from discussing the cases brought before the Committee outside formal Committee sessions, except with other Committee members, or as otherwise duly directed.

##### E) Vacancies

Vacancies on this committee shall be filled according to the Creighton University Statutes, Article III, Section 2.F.

##### F) Quorum

Two thirds of the voting members of the University Committee on Rank and Tenure who are not excused for conflict of interest or by challenge shall constitute a quorum.

##### G) Voting

All votes on tenure and/or promotion shall be by secret ballot.

## H) Exclusion on membership

No member of the University Committee on Rank and Tenure shall serve in the same academic year on a College or School Committee on Rank and Tenure.

### b. College and School Committees on Rank and Tenure

#### i. Purpose

Each College and School of the University shall establish and maintain a peer-review Committee on Rank and Tenure to review all dossiers of Teaching-Research and Clinician-Educator Faculty candidates of that College or School for conferral of tenure and advancement in rank. This Committee shall review all such completed dossiers and make a recommendation favoring or opposing conferral of tenure, or advancement in rank. This Committee shall forward all its recommendations, together with its vote and the reasoning for its recommendation, in writing to the Dean of the College or School. This recommendation shall be added, together with the vote and reasoning, to the dossier of the candidate.

#### ii. Membership

##### A) Members

The College or School Committees on Rank and Tenure shall consist of five, seven or nine members as determined by the College or School, who are tenured and who are members of the Faculty of the College or School. If the College or School has less than eight (8) tenured faculty eligible for election, the College or School Committee on Rank and Tenure shall consist of five members, at least three (3) of whom shall be tenured. The Associate Dean of Academic Affairs, or equivalent associate dean may be *ex officio*, a member of the committee, if so provided in the bylaws of the College or School; in no event shall the Dean of the College or School be a member of the Committee, nor shall the Dean of the College or School assume the title of Associate Dean for Academic Affairs, or its equivalent, for any purpose. The other members of the Committee shall be elected by the Teaching Research and Clinician-Educator Faculty of the College or School. Each College or School shall establish and maintain provisions in its bylaws providing for the election of the Committee with appropriate representation of the various segments of its faculty. Elections shall be held in the spring, and terms of office shall commence on the first

day of the fall semester following. Terms shall be for three years, at staggered intervals.

##### B) Chair

The Chair of the College or School Committee on Rank and Tenure shall be elected by the Committee at its first meeting following the first day of the fall semester each year. Only members who have already served for one year on the Committee shall be eligible. The Chair may designate an Acting Chair for any meeting.

##### C) Conflicts of Interest

If the case of a Committee member is initiated for promotion or tenure review, the member must take a leave of absence from the Committee for the academic year in which the case will be considered. Such a vacancy shall be filled in accordance with Article III, Section 2.F of the University Statutes, and Article III, Section G.8.b.ii.E of this Faculty Handbook. If the case of any Faculty member is referred to the Committee over whom any member of the Committee has a direct supervisory relationship, or if any members of the Committee have any other actual or perceived conflict of interest, those Committee members may be asked by the Committee to answer specific questions, and then shall leave the proceedings for the duration of the deliberations on that case. Such an absence shall not constitute a vacancy. Each candidate shall be allowed one (1) preemptory challenge which shall not count as a vacancy. Those faculty members who have excused themselves in accordance with this section shall not have access to the dossier for the case from which they have excused themselves.

##### D) Confidentiality

By accepting membership on the College or School Committees on Rank and Tenure, each member agrees to refrain from discussing the cases brought before the Committee outside formal Committee sessions, except with other Committee members, or as otherwise duly directed.

##### E) Vacancies

All vacancies on the College or School Committees on Rank and Tenure shall be filled for the period of vacancy, or the remainder of the elected term of the member, by the Dean of the College or School from nominees selected by the Committee, unless otherwise provided in the bylaws of the College or School.

##### F) Quorum

Two thirds of the voting members of the College or School Committees on Rank and Tenure who are not excused for conflict of interest or by challenge shall constitute a quorum.

### **G) Voting**

All votes on tenure and/or promotion shall be by secret ballot.

### **H) Exclusion on membership**

No member of a College or School Committee on Rank and Tenure shall serve in the same academic year on the University Committee on Rank and Tenure.

## **9. Review Process**

### **a. Review for Promotion in Rank or Conferral of Tenure**

#### **i. Dossiers**

A candidate for conferral of tenure or for promotion in rank is encouraged to include in his/her dossier how the candidate has contributed to the mission of the University, and of his/her school or college where applicable, and/or how the mission informs his/her teaching, scholarship, and/or service (and/or clinical work, where applicable). Dossiers of candidates for tenure or for promotion in rank shall consist of digital copies in appropriate format (e.g. PDF's for documents, URLs for websites) of:

A) Summary page on the form provided by the University Committee on Rank and Tenure;

B) The candidate's curriculum vitae as outlined in Article III, Section G.10.b.i;

C) Evaluation of the candidate's performance by the Departmental Chair;

D) Critical evaluation of the candidate's record of performance by the peer references;

E) Evaluation by the Rank and Tenure Committee of the candidate's College or School;

F) Evaluation by the Dean of the College or School;

G) Evaluation by the University Committee on Rank and Tenure.

H) Faculty Profile (optional).

I) Copies of Student Evaluations.

J) Copies of representative monographs, books, articles, reviews, abstracts and scholarly papers from the last five years.

K) Names of at least six student references.

#### **ii. Areas to be Evaluated**

Areas to be considered in the evaluation are:

A) Level of preparation and professional competence;

B) Years of academic service;

C) Service to the University, the Profession and the Community.

D) Teaching achievement;

E) Research and scholarly achievement;

F) Clinical proficiency (where applicable).

#### **iii. Responsibility for presentation of achievement**

The candidate's credentials should specifically detail achievements and development in each of the above areas of concern. It is the responsibility of the candidate to ensure that the significance of achievements and activities is clear to the Committees on Rank and Tenure.

#### **iv. Demonstration of Achievement in Teaching**

Teaching achievement is ordinarily evaluated on the basis of evidence from supervisors, peers and students. In addition, such factors as range of lecture-based, discussion-based, experiential, online, and academic service-learning courses taught, course development, instructional innovation, textbook publication, curriculum design, continuing work toward keeping current in the field, teaching awards, and student success after graduation are taken into consideration.

#### **v. Demonstration of Achievement in Scholarship**

Scholarly achievement is ordinarily demonstrated by publication of books, reviews and articles, by the delivery of scholarly papers, by activity in scholarly societies, artistic exhibits and performances, and by appointments as

editor, reviewer, and referee. In addition, such factors as acceptance of patents, procedures and methods, and consulting activity are taken into consideration as appropriate to the discipline.

#### **vi. Demonstration of Achievement in Clinical Proficiency**

Clinical activity is evaluated on the basis of evidence from supervisors, peers, housestaff and appropriate students. In addition, such factors as number and type of referrals, case load, awards, case outcomes, special competencies and certifications are taken into consideration.

#### **vii. Demonstration of Achievement in Service**

Service includes professional, University, College or School, Departmental, community, church or volunteer activity which is not directly related to teaching, research, or clinical assignments.

#### **viii. Criteria for granting tenure and awarding promotion**

##### **A) Tenure is awarded on the basis of:**

- i. successful performance of the terms of the faculty member's job description as stated in the initial contract or subsequently amended by mutual agreement between the faculty member and the university;
- ii. a record of achievement at Creighton University;
- iii. a record of achievement at previous institutions, provided the record of achievement has continued while at Creighton University;
- iv. an expectation that the record of achievement will be maintained or expanded in the future; and
- v. the determination that the granting of tenure fits into the Mission, needs, plans and goals of the Department, the College or School, and the University.

##### **B) Promotion to the rank of associate professor is awarded on the basis of:**

- i. demonstrated consistent effectiveness in teaching;
- ii. an emerging record of recognized scholarly achievement that contributes to one's discipline(s);
- iii. evidence of active service consistent with the Mission of Creighton University; and
- iv. an emerging record of regionally recognized clinical activity consistent with the Mission of Creighton University, if appropriate to the candidate's position.

##### **C) Promotion to the rank of professor is awarded on the basis of:**

- i. a consistent record of distinguished teaching;
- ii. an established record of nationally recognized scholarly achievement that contributes to one's discipline(s);
- iii. evidence of recognized leadership in service, consistent with the Mission of Creighton University; and
- iv. a record of nationally recognized clinical activity consistent with the Mission of Creighton University, if appropriate to the candidate's position.

#### **ix. Standards for Granting Tenure and Awarding Promotion**

The School or College, either in the aggregate or by department, establishes the standards for tenure and standards for promotion in fulfillment of the University criteria listed above. Changes to these standards, if any, shall be submitted to the University Committee on Rank and Tenure by March 1. The University Committee on Rank and Tenure shall review these standards and upon approval shall forward its recommendation to the President. The Committee shall report on this review in its annual report to the Academic Council in the Council's first meeting of the following academic year. If approved, the changes to these standards shall be effective after the end of the following academic year.

#### **b. Review for *Emeritus/Emerita* Status**

**i. Candidates for Dean *Emeritus/Emerita*** shall be recommended for this honor on the basis of long and/or outstanding service in the area of administration. This recommendation shall not require the submission of a complete dossier, but shall be based on a letter outlining the most significant contributions of the Dean to the University. They shall be recommended by the Provost to the President for approval.

**ii. Candidates for Faculty *Emeritus/Emerita*** status shall be recommended for this honor on the basis of long and/or outstanding performance in any of the areas of teaching, scholarship, clinical activity or service to the University. Application for *Emeritus/Emerita* status shall be initiated by the candidate or the candidate's department chair. The recommendation shall be based on a letter from the Dean, indicating support or lack of support, and a recent *curriculum vitae*. The Dean of the appropriate College or School shall forward the letter and *curriculum vitae* to the Provost for approval by the President.

## **10. Procedures**

## a. Initiation

Any member of the Teaching-Research or Clinician-Educator Faculty may initiate an application for the conferral of tenure or for advancement in rank. In cases of conferral of tenure, this must normally occur by or in the sixth year. The case should be processed according to the timetable in Article III, Section G.11 below.

## b. Dossier

The candidate shall initiate a dossier which shall include the following:

### i. Curriculum vitae

- A) Name
- B) College or School
- C) Department
- D) Date and Rank of First Appointment
- E) Secondary Appointment(s) (if any)
- F) Years Granted Toward Tenure at Time of Employment
- G) Current Rank
- H) Date of Current Rank
- I) Date of Tenure (if held)
- J) Proposed Action:
  - 1) conferral of tenure, and/or
  - 2) rank of proposed promotion
- K) Years of Academic Service
- L) Whether or not degree is terminal (with explanation if degree is not a doctorate)
- M) Schools Attended: dates
- N) Degrees Earned: fields, dates
- O) Special Training Programs: fields, dates
- P) Field(s) of Interest

1) Teaching

2) Research

- Q) Professional Employment: appointment, institution, dates
  - R) Consultantships and Professional Services: dates
  - S) Organizations: memberships and offices held, dates
  - T) Fellowships and Honors: dates
  - U) Awards and prizes: dates
  - V) Grants: dates, amounts, whether approved and/or funded, candidate's level of participation, and whether principal investigator or co-investigator
  - W) Scholarship
    - 1) Publications and Presentations with complete citations: by category, most recent first. The status of any scholarship which has not yet been published shall clearly be indicated as either "submitted" or "accepted."
      - (a) Monographs and Books
      - (b) Articles
      - (c) Reviews
      - (d) Abstracts and Scholarly papers
      - (e) Artistic exhibits (group, invited, one-person) and Performances (directed, written, performed)
      - (f) Other
- In cases of multiple authorship, the candidate's level of participation should be indicated.
- 2) Other achievements in the area of scholarship
  - X) Teaching (classroom, graduate and professional):
    - 1) Load and level by year since coming to Creighton
    - 2) Other contributions to the area of teaching
  - Y) Graduate and Honors Student Theses: dates

Z) Service to the University, the Profession and the Community: activity, dates

## ii. Faculty Profile (optional)

This section may be used to show how the candidate's achievements reflect special circumstances, goals, restrictions, emphases, conventions and particulars of the discipline or position at the University, which might not otherwise be apparent to those reviewing the case.

iii. Names of at least six peer references in accordance with Article III, Section G.10.e. below:

iv. Names of at least six student references.

v. Copies of student evaluations (when not added by the Dean's office).

vi. Copies of representative monographs, books, articles, reviews, abstracts, scholarly papers and other relevant material from the last five years. (These shall be returned to the candidate after the Committees on Rank and Tenure have completed their deliberations.)

The candidate shall submit a digital copy of the dossier and appended scholarship to the Dean of the College or School. Where possible, scholarship should be submitted in digital form.

## c. Evaluation by the Department Chair

The department chair, or person to whom the department chair or Dean has delegated this responsibility in writing, shall submit a written evaluation of the candidate's performance to the Dean of the appropriate College or School. This evaluation shall cover the candidate's total professional development including teaching ability at each level of course offering, and scholarly achievement and productivity. This evaluation shall become a part of the candidate's dossier, prior to review by the College or School Committee on Rank and Tenure.

## d. Student Input

Each College or School shall ensure that there is adequate student input for the evaluation of teaching achievement. The Dean of each College or School shall add this input to the candidate's dossier, when not added by the candidate.

## e. Evaluation through Peer References

### i. Generally.

The purpose of peer references is to objectively assess the candidate's teaching, scholarship, and service. The candidate's *curriculum vitae* and publications should be sent to peer referees for the purpose of obtaining an objective, confidential assessment of the candidate's progress in relation to the applicable College or School standards or guidelines for promotion and/or tenure. A copy of the applicable standards and/or guidelines should be provided to these referees. Referees should hold an academic rank or scholarly role higher than that of the candidate. The rank, experience, and overall standing of referees, as well as their capacity for objectivity with regard to the candidate, affect the value of these references.

### ii. Peer references chosen by the candidate.

The candidate shall add to the dossier the names of at least six, but not more than twelve references from among peers appropriate to the discipline, at least two of which must be unaffiliated with the University. The candidate shall supply the name, title, affiliation, mailing address, e-mail address, and phone number of these submitted referees. In addition, the candidate should provide a brief statement explaining the qualifications of each referee and disclosing any current or prior social, academic, professional, or institutional relationships, if any, that could potentially influence the objectivity of the references. The Dean or the Dean's delegate shall request the referees chosen by the candidate to objectively assess the scholarly, teaching, service and/or clinical activity of the candidate. These references shall become a part of the candidate's dossier, along with a copy of letters or other communications requesting references.

### iii. Peer references chosen by the Dean or the Dean's delegate.

The Dean or the Dean's delegate shall select two external referees for the primary purpose of seeking an independent and objective evaluation of the candidate's scholarship. To qualify as external reviewers, these referees shall be scholars or clinicians who are neither members of the Creighton faculty, nor shall they be former teachers, co-workers, or students of the candidate; they should be able to provide a knowledgeable assessment of the candidate's contributions and scholarship. (Former and current students can be invited to provide student reviews; former and current teachers or co-workers can be invited to provide internal peer reviews.) (If for any reason these conditions cannot be met, for example, if the candidate's field is very small or specialized, reasons for departure should be explained.) For Clinician-Educator faculty candidates, external references may be selected based on their capacity to assess clinical performance and other evidence of scholarly contributions of the candidate. Letters or other

communication from the Dean or the Dean's delegate to these referees shall be included in the candidate's dossier along with the written evaluation from the referee. The Dean or the Dean's delegate shall also provide the candidate with the names of these referees, along with a brief statement explaining the method for selection and their qualifications to serve. The Dean or the Dean's delegate shall provide a brief statement explaining the qualifications of each referee and disclosing any current or prior social, academic, professional, or institutional relationships, if any, that could potentially influence the objectivity of the reference. The candidate shall be given an opportunity to provide a written response, including any concerns about the selection, qualifications, or suitability of the references. This statement by the Dean or the Dean's delegate, along with any written comments from the candidate, shall be included in the candidate's dossier.

#### **f. Evaluation by the College or School Rank and Tenure Committee**

The Dean shall submit the candidate's dossier to the appropriate College or School Committee on Rank and Tenure for evaluation in accordance with Article III, Sections G.8, 9 and 10. Before consideration by the College or School Committee on Rank and Tenure, that Committee shall appoint a member or other competent individual to ensure that the dossier is complete, conforms to required norms, and contains no improper materials. The written recommendation of the College or School Committee on Rank and Tenure, including the vote of this Committee, shall become a part of the candidate's dossier.

#### **g. Evaluation by the Dean of the College or School**

The Dean shall independently evaluate the candidate's teaching, scholarship, service and clinical activity (if applicable) together with any special contributions to the program of the College or School, following the review by the School or College Committee on Rank and Tenure. The Dean's evaluation shall become a part of the candidate's dossier.

#### **h. Review by the University Committee on Rank and Tenure**

The Dean of each College or School shall pass each candidate's dossier on to the Chair of the University Committee on Rank and Tenure. The University Committee on Rank and Tenure shall review the dossier of each candidate in accordance with Article III, Sections G.8, 9, and 10. The written recommendation of the University Committee on Rank and Tenure, including the

vote of this Committee, shall become a part of the candidate's dossier.

#### **i. Suggestions for Preparing Dossiers**

The University Committee on Rank and Tenure may, at its discretion, maintain and publish suggestions and recommended practices to help candidates in preparing dossiers for review for tenure or for advancement in rank and to help evaluators in the work of reviewing candidates' dossiers. Such suggestions may be published at an annual or twice-annual workshop for candidates and at the U-CR&T webpage:

[https://www.creighton.edu/provost/tenure\\_and\\_promotion](https://www.creighton.edu/provost/tenure_and_promotion)

However, such suggestions shall not be construed to supersede the guidelines contained in this *Faculty Handbook*. Such suggestions shall be submitted annually to the Academic Council for review, and the document of suggestions shall be the Report of the U-CR&T to the Academic Council.

#### **j. Confidentiality**

All recommendations and comments received by the University from persons other than the candidate, in connection with consideration of rank or tenure for the candidate, are received under grant of confidentiality. This includes, by way of examples, performance appraisals, recommendations of Committees, evaluations by students and peers, and evaluations by the Dean and the department chair. These materials shall be kept in confidence subject to disclosure only as legally required. See also Article III, Section O.

#### **k. Final Decision**

After due deliberation, the Rank and Tenure Committee shall make a recommendation to the President with respect to the rank and tenure of the faculty member. The President, after reviewing the pertinent material and recommendations, will make the final decision.

#### **l. Grievance**

For information on the filing of a formal grievance, see Faculty Handbook, Article III, Sections H.I. and J.

### **11. Review Timetable**

#### **a. Normal Timetable**

The Rank and Tenure Committee Process shall normally operate according to the following annual timetable.

**June 1** The candidate must notify the Dean in writing of his/her intention to submit a dossier for consideration of promotion and/or tenure. The notification must include the candidate's list of referees, their contact information, their qualifications, and the relationship of the candidate with the referees, if any, *See Section 10.e.ii, supra.*

**July 1** Deadline for the Dean or the Dean's delegate to provide the names of two referees to the candidate, along with a brief written explanation of the method for selecting them and their qualifications. This written communication shall be added to the candidate's dossier. *See Section 10.e.iii, supra.*

**August 15** Deadline for candidate to submit written comments (if any) regarding referees selected by the Dean. This written communication shall be added to the candidate's dossier. *See Section 10.e.iii, supra.*

**September 30** Deadline for submission by the Deans to the Chair of the University Committee on Rank and Tenure of a list of names of those to be considered for promotion and/or tenure in current year.

**October 31** Deadline for completion of dossiers in the Dean's office. Deadline for submission of the department chair's letter of evaluation to the Office of the Dean.

**November 1** Deadline for submission by the Deans to the Chair of the University Committee on Rank and Tenure of the final list of names of those to be considered for promotion and/or tenure in the current year as well as the actions to be considered for each candidate. Deadline for submission by the Deans to the Provost of a list of names of those to be considered for conferral of *Emeritus/Emerita* citation. Deadline for submission of the dossier, including the department chair's review letter, to the chair of the college/school rank and tenure committee by the Office of the Dean.

**December 1** Deadline for submission by the Dean of the material on *Emeritus/Emerita* candidates to the Provost.

**December 10** Deadline for completion of reviews by the relevant College or School Rank and Tenure Committee.

**December 20** Deadline for submission of recommendations on *Emeritus/Emerita* candidates by the Provost to the University President.

**January 10** Deadline for submission by the Dean of all material reduced to digital format to the University Committee on Rank and Tenure.

**January 15** Deadline for letters to be sent to *Emeritus/Emerita* candidates stating the President's decision and, if positive, the date and time at which the award will be presented, which in general shall be the subsequent President's Convocation.

**March 1** Deadline for submission of recommendations by the University Committee on Rank and Tenure to the University President.

**March 31** Announcement by the President of all promotions and grants of tenure. Notification of all denials.

The President shall inform the Provost of his reasons for denying requests for promotion and/or tenure as soon as practicable after the President has made decisions on applications for advancement in rank and/or the conferral of tenure. The provost shall then inform and counsel all unsuccessful candidates prior to the announcement by the President of all promotions and grants of tenure.

All promotions and grants of tenure are effective on the first day of the next academic/contract year.

## **b. Exceptional Timetable**

Under unusual circumstances, promotion and tenure decisions according to these procedures can be made at other than these regularly scheduled times.

## **H. Non-Reappointment, Termination and Dismissal Procedures**

For purposes of this section, the following definitions will hold: Non-reappointment refers to the decision by the University not to rehire for the following term those on probationary status. Termination refers to ending employment for reasons other than cause. Dismissal refers to ending the employment relationship for cause.

### **1. Non-Reappointment of Non-Tenured Member**

Non-reappointment of non-tenured faculty members at the expiration of their term of appointment is to be undertaken only upon the giving of the notice set forth in Article III, Section E.2. No probationary faculty member has an enforceable right to contract renewal prior to the conferral of tenure. The University will not decline to renew an appointment as retaliation against a faculty member, an administrator holding academic rank, or an officer of

academic administration for a proper exercise of academic freedom.

In the event of a decision not to renew an appointment, the faculty member should be informed of the decision in writing, and, upon request, be advised of the reasons which contributed to that decision. The faculty member should also have the opportunity to request a reconsideration by the decision-making body. If the faculty member expresses a desire to petition to the Grievance Committee, or any other appropriate committee, to use its good offices of inquiry, recommendation, and report, or if the request is made for any other reason satisfactory to the faculty member alone, the reasons given in explanation of the non-renewal should be confirmed in writing.

## **2. Alleged Violation of Academic Freedom**

If a faculty member on a probationary or other non-tenured appointment, an administrator holding academic rank, or an officer of academic instruction alleges in a written complaint, filed with the Committee on Academic Freedom and Responsibility, that the University declined to renew the appointment on account of a proper exercise of academic freedom, the Committee on Academic Freedom and Responsibility shall consider the complaint and seek to resolve the matter by informal methods. If a mutually satisfactory disposition is not agreed upon, and if the Committee on Academic Freedom and Responsibility so determines, the matter shall proceed to a formal hearing before the Committee. The proceedings shall be conducted in the same manner as those prescribed in Article III, Section H.5., except that the complainant shall set forth the grounds on which the complaint is based and shall have the burden of proof. The University may, during the informal stage or at the formal hearing, submit any evidence it desires in support of its decision. Upon completion of the hearing the Committee shall recommend appropriate action to the President of the University and to the complainant.

## **3. Reasons for Termination and Dismissal**

The University will not, without a showing by a preponderance of the evidence educed, terminate the services of a non-tenured faculty member before the termination of the appointment or terminate the services of a tenured faculty member who has not reached retirement age except for one or more of the following reasons: a) Medical reasons; b) Financial exigency; c) Discontinuance of a program or department not mandated by financial exigency; d) Adequate cause.

### **a. Medical Reasons**

Medical reasons for termination are any physical condition or illness (including mental illness) which substantially interferes with the full performance by the faculty member of the duties of the appointment. The University may terminate any faculty member for medical reasons. Prior to termination, the University shall advise the faculty member or a representative of the basis of the proposed action. The faculty member or the representative shall be given the opportunity to present the faculty member's position and to respond to the evidence upon which the decision is based. If the faculty member so requests, the evidence regarding the faculty member's physical or mental condition will be reviewed by the Committee on Academic Freedom and Responsibility and/or the Academic Council before a final decision is made. If a review is made, the Committee making the review may recommend appropriate action to the President.

The President shall make the final decision on the termination for medical reasons and will notify the faculty member promptly of that decision. If the faculty member is terminated, the faculty member shall be entitled to receive full salary for 12 months from the date the notice is received. However, if a faculty member on a special or multi-year contract is terminated, the member shall be entitled to receive full salary until the expiration of the earlier of 12 months from the date the notice is received or the expiration of the term of the appointment.

### **b. Financial Exigency**

Financial exigency for termination is a condition of such demonstrably bona fide financial distress of the University or one of its schools or colleges that the survival of the University or one of its schools or colleges is threatened. Such exigency may be caused by a substantial decline in income by reason of decreased enrollment or extramural financial support (e.g., grant funds) or by an increase in operating expenses which is major and likely to continue. A current operating deficit or mere financial strain or pressure which does not threaten survival shall not constitute financial exigency.

The existence of financial exigency in the University or in a school or college shall be determined by the President of the University. If the President of the University determines that a condition of financial exigency exists or is imminent, the Academic Council will be so informed giving the reasons therefor and relevant evidence supporting those reasons.

The faculty representatives on the Executive Committee of a school or college affected by a financial exigency shall recommend to the Dean of such school or college the criteria for identifying individuals whose appointments are to be terminated because of financial exigency and the areas of the school or college where termination would least interfere with the overall academic programs of the school or college. Such recommendations shall be based upon considerations of educational policy, Affirmative Action, and faculty status (particularly tenure status and length of service). The recommendations of the faculty representatives and of the dean, if any, shall be forwarded to the President who shall, in consultation with the Provost, make the final decision on faculty termination.

Reduction in force of faculty members will be resorted to only when the President determines that it is essential to rectify the imbalance between income and expenses. In reducing force the President shall make all reasonable efforts to retain a viable academic program with maintenance of quality and accreditation.

Within the limits imposed by those considerations, reductions in force will be in this sequence: non-tenured faculty, tenured faculty. When a tenured faculty member is terminated for reasons of financial exigency, the University will (1) make every effort to place the faculty members concerned in other suitable positions within the University; (2) to the extent funds are available offer to provide a reasonable period of training or financial and other support for such retraining, that would enable the faculty member to assume another available position within the University; (3) assist the faculty member in finding a suitable position in another institution; (4) offer to rehire the faculty member in the former position within a period of three years from the date of termination should circumstances change such that the financial exigency no longer existed.

Any faculty member who has received notice of termination by reason of financial exigency shall have the right to a hearing before the Committee on Faculty Dismissals. This hearing need not conform in all respects with a proceeding conducted in a dismissal for cause but the essentials of an on-the-record adjudicative hearing will be observed. The issues raised in this hearing may include:

i. The existence and extent of the condition of financial exigency. The findings of the President and the findings of the Committee on Faculty Dismissals, the Faculty Grievance Committee or the Committee on Academic Freedom and Responsibility in a previous proceeding involving the same issue may be introduced.

ii. The validity of the educational judgments and the criteria for identification for termination.

iii. Whether the criteria are being properly applied in the individual case.

Upon completion of its hearing the Committee on Faculty Dismissals will convey its conclusions and recommendations, in writing, to the President of the University, the Provost, the President of the University Faculty, and the faculty member.

If the recommendations of the Committee are not sustained by the President of the University, the case should be returned to the Committee with objections specified. The Committee will reconsider, receiving new evidence, if necessary, and communicate the result of its reconsideration in the same manner as before. After study of the Committee's reconsidered recommendations, the President, in consultation with the Provost, will make a final decision.

Any faculty member who has been notified of termination by reasons of financial exigency may also have the issues reviewed, on the record only, by the Academic Council. After reviewing the record the Academic Council may recommend appropriate action to the President.

Notice of intent to terminate a faculty member because of financial exigency shall be given in writing to the faculty member as soon as possible after the President determines a condition of financial exigency exists, and the notice shall specify the date of the termination. A tenured faculty member terminated by reason of financial exigency shall be entitled to receive full salary for 12 months from the date the notice is received. However, if a faculty member on a special or multi-year contract is terminated, the member shall be entitled to receive full salary until the expiration of the earlier of 12 months from the date the notice is received or the expiration of the term of the appointment.

When appointments are terminated because of financial exigency, the school or college in which such terminations occur will not at the same time make new appointments except where the President, acting in consultation with the Provost, the Dean and the Executive Faculty of the school or college affected, determines that a serious distortion of the academic program would otherwise result. Within a department a tenured faculty member will not be terminated in favor of retaining a faculty member without tenure except where the President, acting in consultation with the Provost, the Dean and the Executive Faculty of the school or college affected, determines that a serious

distortion of the academic program would otherwise result.

### **c. Discontinuance of a Program or Department of Instruction Not Mandated by Financial Exigency**

i. The University may determine that a program or department of a particular school or college should be discontinued. Such determination shall be made after receiving the recommendation of the faculty or faculty representative of the School or College concerned with respect to discontinuance. Such recommendation shall be based primarily upon educational considerations and shall be arrived at by a formal vote of the faculty representatives on the Executive Committee or, if there is no such committee, of the faculty. Educational considerations, in this context, do not include cyclical or temporary variations in enrollment but must reflect long-range judgments that the mission of the school or college as a whole will be enhanced by the discontinuance.

ii. A faculty member with tenure shall not be terminated until one year after the end of the academic term in which notice of the University's intent to discontinue the program or department has been received by the member.

iii. No notice of termination under this section shall be given until the University has (1) made every reasonable effort to place the affected tenured faculty members in suitable positions within the University and (2) offered to provide to the extent funds are available a reasonable period of training or financial and other support for such training.

iv. A faculty member who has received notice of termination because of discontinuance of program or department not mandated by financial exigency shall have a right to a hearing before the Committee on Faculty Dismissals. This hearing need not conform in all respects with a proceeding conducted in a dismissal for cause, but the essentials of an on-the-record adjudicative hearing will be observed. In such a hearing, the recommendation by the faculty or the executive faculty of the school or college concerned that the program or department is to be discontinued will be considered presumptively valid.

v. Upon completion of the hearing, the Committee on Faculty Dismissals will convey its conclusions and recommendations, in writing, to the President of the University, the Provost, the President of the University Faculty, and the faculty member. If the recommendations of the Committee are not sustained by the President of the University, the case should be returned to the Committee with objections specified. The Committee will reconsider

receiving new evidence, if necessary, and communicate the result of its recommendations in the same manner as before. After study of the Committee's reconsidered recommendations, the President will make a final decision.

vi. A faculty member who has been notified of termination by reason of discontinuance of a program or department may also have the issue reviewed, on the record only, by the Academic Council. Such review shall be completed within sixty (60) days, absent extraordinary circumstances. A faculty member's request for a review by the Academic Council shall not preclude the University from giving the notice outlined in paragraph ii of Article III, Section H.3.c. After reviewing the record, the Academic Council may recommend appropriate action to the President.

vii. Effective as of January 1, 2011, and notwithstanding paragraphs i through vi of Article III, Section H.3.c., the President may, in the case of the university-wide Strategic Prioritization Process conducted in 2010-2011, act on the recommendation of the steering committee of that process to eliminate, modify, merge or consolidate programs or departments of instruction. In the event that the President's action involves the loss or potential loss of tenured faculty positions, the President shall first inform the Provost, Dean or Deans and the faculty representatives of the Executive Committee of the affected Colleges or Schools, or, if there is no such Committee, the faculties of the affected Colleges or Schools. The Provost, Deans, faculty representatives of the Executive Committees and/or faculties shall have forty-five (45) days to file written objections and/or proposed alternative actions to the President which he may accept or reject. In the event that the final action taken by the President results in the elimination of one or more tenured faculty positions, the affected faculty member or members shall be entitled to the protections of the paragraphs ii, iii and vi of Article III, Section H.3.c. The University, with the prior formal consent and involvement of the Academic Council, may conduct a strategic prioritization process substantially similar to the 2010-2011 process in any subsequent year but this paragraph shall apply to said process in a like manner only if the steering committee has significant faculty representation and the faculty representatives to the steering committee are chosen by the Faculty Council, or are elected by the faculty at large.

### **d. Adequate Cause for Dismissal**

Adequate cause for dismissal must be based, directly or substantially, on considerations of the fitness of a faculty member's professional capacity as a teacher or researcher or clinician.

Specifically, adequate cause shall consist of one or more of the following: (i) grave misconduct, including inciting the immediate impairment of the University's essential functions, or personally and physically causing such impairment, or personal conduct substantially impairing the faculty member's performance of appropriate functions at the University; (ii) incompetence in teaching, or in research where research constitutes the major portion of the faculty member's assigned duties, or incompetence or misfeasance in clinical activity; (iii) substantial, continued manifest neglect of duties and responsibilities (including the duties and responsibilities set forth in this Handbook) connected with the faculty member's appointment.

#### **4. Committee on Faculty Dismissals**

##### **a. Purpose**

i. This Committee shall, in accordance with the standards and procedures set forth in Article III, Section H herein, hear and make recommendations in cases of faculty dismissals.

##### **b. Membership**

i. Five members shall be elected by the faculty from at least three Schools or Colleges, and fifteen alternates shall be elected by the faculty for three-year terms at staggered intervals. No College or School shall be represented by more than four alternates. Deans, University Officers, Chairs, Division Heads, Directors of Centers and Institutes, and non-tenured faculty are not eligible for election.

ii. Members shall elect the chair.

iii. Vacancies on this committee shall be filled in accordance with Article III, Section 2.F of the University Statutes.

#### **5. Procedures for Dismissal**

Procedures for dismissal are of two kinds: preliminary and formal.

##### **a. Preliminary procedures**

Preliminary procedures, which shall in all cases precede formal procedures, shall consist of the following:

i. Discussions between the faculty member and appropriate administrators (normally the faculty member's Department chairman, where such person exists, and Dean), looking toward a mutually acceptable disposition;

ii. Informal inquiry by the Committee on Academic Freedom and Responsibility, which may, failing to effect a settlement, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion binding the President; such inquiry shall normally be completed within thirty (30) days from notification of the Committee members of a need for such inquiry;

iii. A statement of charges, framed with reasonable particularity by the President or a delegate. Such charges shall not be amended upon the institution of formal proceedings.

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

Formal procedures shall consist of the following:

i. A dismissal proceeding shall be commenced by a formal statement of charges or reasons for the proposed action filed by the President or the President's delegate with the Committee on Faculty Dismissals, and provided for the individual affected. The individual concerned will have the right to be heard in response to such charges initially by the Committee on Faculty Dismissals. Members of this Committee will remove themselves from the case, either at the request of a party or on their own initiative, if deeming themselves disqualified for bias or interest. Each party will have a maximum of two challenges without stated cause.

ii. Service of notice of the hearing on specific charges in writing will be made at least 20 days before the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing but denies the charges or asserts that the charges do not support a finding of adequate cause, the Committee on Faculty Dismissals will evaluate all available evidence and rest its recommendation upon the evidence in the record; such hearing shall normally be completed within forty-five (45) days of receipt of the complaint by the Committee and the faculty member.

iii. The Committee on Faculty Dismissals, in consultation with the President and the faculty member, will exercise its judgment as to whether the hearing should be public or private.

iv. During all stages of the proceedings, including the hearing, the faculty member will be permitted to choose an academic advisor and legal counsel.

v. Either party or the Committee on Faculty Dismissals shall be permitted to designate a person to attend the proceedings as an observer.

vi. A verbatim record of the hearing or hearings will be taken and a typewritten copy will be made available to the faculty member without charge, if requested.

vii. Before the Committee the burden of proof that adequate cause exists rests with the University and shall be satisfied only by a preponderance of evidence on the record considered as a whole.

viii. The Committee on Faculty Dismissals will grant adjournments normally of not longer than five (5) business days to enable either party to investigate evidence as to which a valid claim of surprise is made.

ix. The faculty member will be afforded the opportunity to obtain necessary witnesses and documents and other evidence within the control of the University subject to the general policies of the University with respect to disclosure of its records.

x. The faculty member and the University, through the President or the President's delegate, will have the right to confront and cross-examine witnesses at the hearing. Where witnesses cannot or will not appear but the Committee on Faculty Dismissals determines that the interests of justice require admission of a statement, the Committee will identify the witness, disclose the statement, and, if possible, provide interrogatories directed to the witness to amplify, impeach or sustain the statement.

xi. In a hearing on charges of incompetence, testimony shall include that of qualified faculty members from this university or other institutions of higher learning.

xii. The Committee on Faculty Dismissals will not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues. Every possible effort is to be made to obtain the most reliable evidence available, however.

xiii. The findings of fact and recommendation of the Committee on Faculty Dismissals are to be based solely on the evidence adduced at the hearing.

xiv. Except for such simple announcements as may be required, covering the time of the hearing and similar

matters, public statements and publicity about the case by either the faculty member or administrative officers of the University will be avoided so far as possible until the proceedings have been completed. The President and the faculty member will be notified of the recommendation of the Committee on Faculty Dismissals in writing.

xv. If a majority of the members of the Committee on Faculty Dismissals hearing the matter concludes that adequate cause for dismissal has not been established by the evidence in the record, it will so report to the President. If the President rejects the report, the reasons for doing so will be stated in writing to the Committee and to the faculty member, and opportunity for response will be provided. If the majority of the members of the Committee hearing the matter concludes that adequate cause for dismissal has been established but that an academic penalty less than dismissal would be more appropriate, it will so recommend, with supporting reasons.

xvi. If the recommendation of the Committee is not sustained by the President, the case should be returned to it with objections specified. The Committee will reconsider, receiving new evidence, if necessary, and communicate the result of its reconsideration in the same manner as before. After study of the Committee's reconsidered recommendation, the President will make a final decision. Such reconsideration shall normally be completed within thirty (30) days.

xvii. Until the final decision upon termination or dismissal has been reached, a faculty member will be suspended, or assigned to other duties in lieu of suspension, only if the President determines that immediate harm to the member, or others, is threatened by continuance. Before suspending a faculty member pending ultimate determination of the member's status as specified above, the President will consult with the Committee on Academic Freedom and Responsibility. Full salary is to continue for the faculty member during any period of suspension. Suspension is appropriate only pending a hearing and final determination of status; a suspension which is intended to be final is a dismissal and is to be dealt with as such.

## **6. Severance Pay**

If a faculty member is dismissed for incompetence, severance pay shall be paid as follows: three months' salary, where the notice of the President's final decision for dismissal is received during the first nine months of service; six months' salary, where such notice is received after the faculty member has completed more than nine but less than 19 months of service; and 12 months' salary

where such notice is received after the faculty member has completed 19 or more months of service.

Where severance salary is paid, it shall be computed from the date the faculty member receives notice of the President's final decision for dismissal. If a faculty member is dismissed for grave misconduct, or for neglect of duties, the faculty member shall not be entitled to any severance pay. The University President may take into account the length and quality of the faculty member's service and nonetheless grant severance salary.

## **7. Administrative Personnel Holding Academic Rank and other Officers of Academic Administration**

The Dismissal Procedures contained in this section on termination for adequate cause apply to administrative personnel who hold academic rank and other officers of academic administration but only in their capacity as faculty members.

### **I. Academic Freedom and Responsibility**

Creighton University recognizes that its faculty is entitled to enjoy and exercise, without penalty or fear of reprisal, all the rights of American citizens, and to seek the truth and to state the truth as the faculty member sees it for the advancement of knowledge and the free pursuit of learning by their students.

Freedom in research is fundamental to the advancement of truth. The faculty member is entitled to freedom in research and in the publication of the results, subject to the adequate performance of other academic duties. Research for pecuniary return shall be undertaken only with the written consent of the University and subject to the University's policies with respect to patents and similar matters.

The faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize the special responsibilities placed upon them. Their primary responsibility to the subject is to seek and to state the truth as they see it. To this end faculty members devote their energies to developing and improving scholarly competence, accepting the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. The faculty shall practice intellectual honesty. Although the faculty may

follow subsidiary interests, these interests must never seriously hamper or compromise freedom of inquiry.

As teachers, the faculty shall encourage the free pursuit of learning in students, holding before them the best scholarly standards of the discipline, demonstrating respect for the student as an individual, and adhering to their proper role as intellectual guide and counselor. The faculty shall make every reasonable effort to foster honest academic conduct and to assure that the evaluation of students reflects their true merit. The faculty shall avoid any exploitation of students for private advantage, shall acknowledge significant assistance from them, and shall protect their academic freedom.

As colleagues, the faculty have obligations that derive from common membership in the community of scholars, respecting and defending the free inquiry of their associates. In the exchange of criticism and ideas the faculty member shall show due respect for the opinions of others, acknowledging academic debts and striving to be objective in professional judgments of colleagues. The faculty member shall accept an appropriate share of faculty responsibilities for the governance of the institution.

As members of the institution, the faculty shall seek above all to be effective teachers and scholars. Although they shall observe the stated regulations of the institution, the faculty shall maintain the right to criticize and seek revision. In exercising the right of academic freedom, they shall determine the amount and character of the work done outside the institution with due regard to the paramount responsibilities within it. When considering the interruption or termination of service, the faculty member shall recognize the effect of that decision upon the program of the institution and shall give due notice of such intentions.

As members of the community, the faculty have the rights and obligations of any citizen, and shall measure the urgency of these obligations in the light of their responsibilities to the subject, to the students, to the profession, and to the institution. A faculty member, speaking or acting as a private person, shall avoid creating the impression of speaking or acting for the college or University. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the faculty member has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

The university faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When faculty members speak or write as

citizens, they should be free from institutional censorship or discipline, but the special position of the faculty member in the community imposes special obligations. As persons of learning and as educational officers, faculty members should remember that the public may judge the profession and the institution by their utterances. Hence faculty members should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not an institutional spokesperson.

Both tenured and non-tenured faculty enjoy equally the exercise of academic freedom. The University recognizes that there is a close relationship between academic freedom and tenure. This relationship is more fully discussed in Article III, Section G. of this Faculty Handbook.

## **1. Committee on Academic Freedom and Responsibility**

### **a. Purpose**

i. The Committee shall hear reports on grievances related to questions of academic freedom and responsibility and seek to settle the matter by informal methods. The Committee will have the right to decide whether or not the facts merit a detailed investigation. Submission of a petition will not automatically entail investigation or detailed consideration thereof. The Committee shall seek to bring about a settlement of the issues satisfactory to the parties. If in the opinion of the Committee such a settlement is not possible, the Committee will report its findings and recommendations to the petitioner and to the appropriate administrative officer.

ii. The Committee shall make recommendations to the President and Provost for revision of the statement of faculty responsibility and conduct informal inquiries into violations thereof.

### **b. Membership**

i. Three members shall be elected by the faculty from among the tenured faculty for three-year terms at staggered intervals. Chairs, Division Heads, and Directors of Centers and Institutes, are not eligible for election.

ii. Members shall elect the chair.

iii. Vacancies on this committee shall be filled in accordance with Article III, Section 2.F of the University Statutes.

### **c. Meetings**

Meetings shall be held upon the written petition of an aggrieved person or upon call of the chair.

## **J. Faculty Grievances**

### **1. Faculty Grievance Committee**

#### **a. Purpose**

i. The Committee shall hear faculty grievances not related to questions of academic freedom or dismissals. The Committee will have the right to decide whether or not the facts merit a detailed investigation. The Committee shall seek to bring about a settlement of the issues satisfactory to the parties. If in the opinion of the Committee such a settlement is not possible, the Committee will report its findings and recommendations to the petitioner and to the President of the University.

#### **b. Membership**

i. Three members shall be elected by the faculty from among the tenured faculty for three-year terms at staggered intervals. Chairs, Division Heads, and Directors of Centers and Institutes are not eligible for election.

ii. The members shall elect the chair.

iii. Vacancies on this committee shall be filled in accordance with Article III, Section 2.F of the University Statutes.

#### **c. Meetings**

Meetings shall be held upon the written petition of a faculty member who has a grievance, or at the call of the chair.

### **2. Filing of Grievance**

a. Any grievance may be filed by any faculty member concerning any matter other than those which are properly in the jurisdiction of the Committee on Faculty Dismissals or the Committee on Academic Freedom and Responsibility. Termination based on financial exigency shall not be considered as within the province of the Faculty Grievance Committee.

b. The petition must be submitted in writing and state clearly the nature of the grievance, specify against whom the petition is filed, and present supporting evidence for such a grievance. The petition may be returned if any of the above is missing or unclear and is not considered filed with the committee until corrected. The request for clarification must be made within fifteen working days to obviate activation of Article III, Section J.2.e.v. All petitions shall be submitted to the Chair of the Committee and each member of the Committee shall be notified in writing by the aggrieved that a petition has been submitted. This petition and any rebuttal provided by the person against whom the petition is filed are considered confidential and may not be shared except as allowed in Article III, Section J.2.d. below.

c. The University shall make available to the Committee any pertinent records and documents for use of the Committee in its consideration of the grievance. By accepting membership on the Committee each member agrees to treat such information as confidential and to use it only for the purpose of processing the grievance.

d. As soon as possible (normally within five days) after the filing of a petition, the person against whom the petition is filed shall be notified of the petition and a copy thereof provided. A copy of any rebuttal provided by the person against whom the petition is filed shall be provided to the petitioner. Preliminary interviews of the parties to that petition may be held in order that the Committee might seek clarification of the issues set forth in the petition. Wherever possible after these interviews, the Committee is encouraged to effect a settlement of the grievance(s) satisfactory to all parties. These interviews shall be conducted individually and in private.

e. Normally, within fifteen working days after the filing of a grievance the Committee shall meet to consider the petition. At this meeting the Committee shall take one of the following actions:

i. If, after due consideration, a grievance petition is unanimously agreed to be clearly without merit, the Committee shall so inform, in writing, the parties to the grievance and the President of the University, stating the reasons for its findings.

ii. If, after due consideration, the Committee finds that a grievance has presumptive merit but that it is of such a nature (e.g., plagiarism, libel, defamation) that the Committee considers it inappropriate to render a report and recommendation, the Committee shall so inform in writing the parties to the grievance and the President of the University, stating its reasons.

iii. If the Committee determines that a grievance exists, and there is unanimous agreement of its members on the validity of such grievance, the Committee may make an immediate report and recommendation. No further investigation need be made, and the provisions of Article III, Section J.2.iv below relating to notice of decision shall be followed.

iv. If the Committee determines that a grievance may exist and that it is appropriate for further consideration by the Committee, the parties to the grievance and the President shall be so informed in writing. This notice should include a short summary of the matter to date. The investigation shall then proceed according to Article III, Section J.3 below.

v. Any petition upon which no action under this paragraph has been taken within fifteen working days of filing shall be considered adequate cause for the petitioner to seek the intervention of the President to determine and correct reasons for such delay.

### 3. Investigations

In a reasonable time thereafter, the Committee shall investigate the charges set forth in the grievance petition:

a. All meetings of the Committee pertinent to a grievance petition shall be recorded as minutes of an official meeting of the Committee in order that misinterpretations and willful misrepresentations may be avoided. These minutes shall be kept confidential by the Committee except as necessary to explain the Committee's decision or recommendations to the President.

b. The Committee shall interview separately the parties to the grievances in an attempt to determine all pertinent facts in the case. Each party may present evidence of any persons deemed to have information bearing upon the case. The rules of evidence as applied in courts of law shall not apply to these proceedings. These interviews and supporting documentation are to be considered confidential. Any party may have any person present for the sole purpose of presenting arguments. The Chair of the Committee shall preside at all such meetings.

c. The Committee shall, if necessary, have the right to call witnesses appropriate to its investigation of the facts. The Committee, administrative officers, and members of the faculty shall cooperate in providing information pertinent thereto. The University will, subject to its general policies with respect to disclosure of its records make available records which the Committee deems pertinent to the investigation.

d. If deemed necessary by the Committee and considered reasonable by the President, appropriate expert consultation of the Committee's choosing shall be provided by the University as advisory to the Committee in its interpretation of documents and records pertinent to a grievance procedure.

e. If a grievance petition alleges inadequate or improper consideration of any matter by a University, College or School Committee dealing with matters other than Faculty Dismissals or Academic Freedom and Responsibility, the Grievance Committee shall be provided with the record of the proceedings of such committee and all exhibits and other records considered by the Committee. It shall make such additional investigation of the proceedings of such committee, including interviewing the members of such committee, as may be appropriate to the Grievance Committee's function in such matters. The Grievance Committee's review shall be limited to a determination of whether the committee in question followed established guidelines and procedures in reaching its decision, with the understanding that the Grievance Committee is not to substitute its judgment on the merits of the decision.

#### **4. Recommendations**

a. Except as provided in Article III, Section J.2, above, the decisions of the Grievance Committee shall be made upon majority vote, and recommendations for redress shall be filed in writing with the President of the University, the parties to the grievance, and such other persons appropriate or necessary to the implementation of recommendations.

b. Upon receipt of the decision and recommendations of the Committee, the President shall within thirty days notify in writing the Committee and all parties to the petition of the decision to adopt or reject the Committee's decision and its recommendations. The President may meet with the Committee to discuss its findings prior to rendering the decision.

c. Either party to the grievance may petition the Academic Council for a review of the recommendation of the Grievance Committee or the decision of the President. To afford greater privacy and confidentiality, either party may request that the Academic Council review be held in executive session. The Academic Council may consider the recommendation of the Grievance Committee, and, if appropriate, its findings as well as the President's decision and reasons therefor. The Council may recommend to the President that the decision be modified or reversed. After

review of the recommendation of the Academic Council, the President shall make the final decision.

## **K. Research: Grants and Contracts**

### **Office of Sponsored Program Administration**

The Office of Sponsored Program Administration is a University-wide office that assists faculty in identifying and applying to government and private agencies that support research, teaching, and study. The Office of Sponsored Program Administration reviews proposals for compliance with University policy and granting agency requirements, including budget formulation, and secures institutional endorsements and certifications. The Office also provides editorial assistance upon request.

#### **1. General Policies**

All grant applications for equipment, research or special projects, and all contracts, must have the approval of the Chair of the Department, the Dean of the College, and the Director of Sponsored Program Administration, and the approval and signature of the Provost. Faculty applying for grants must fill out a Proposal Routing Form ("Greensheet") and have it signed by their departmental Chair. The Office of Sponsored Program Administration will secure all other necessary signatures.

The Office of Sponsored Program Administration houses the official University files of all external grant proposals, approval/ signature sheets, and correspondence relating to each proposal.

The University's contribution to fringe benefits and its facilities and administrative overhead (indirect costs) must be charged to a grant in the application, whether the grant is from public or private sources. If provision for these costs is not made in the application form, the applicant should ascertain the grantor's policy on such costs and should seek approval from the Dean of the College before filing the application. All questions regarding pre-award grant activity can be directed to the Director of Sponsored Program Administration.

#### **2. Award Letters**

Copies of letters or notices awarding grants and approving applications, along with the approved (or amended or changed) application, are to be filed in the Office of Sponsored Program Administration. They will serve as the basis for setting up a new account, for preparing budgets

before the grant's start date, and for auditing after the grant terminates. Copies of all other correspondence regarding a grant application, (e.g., a denied letter, approved-but-not-funded letter, final reports) are to be on file in the Office of Sponsored Program Administration.

### **3. Management of Grants and Contracts**

#### **a. Expenditures**

Expenditures are charges to be placed against the grant's budget when an expense is incurred. Expenditures should follow all approved University policies and procedures and federal regulations.

Salaries will be charged against a grant after the necessary Human Resources paperwork has been approved by the designated department and sent to the Controller's Office for approval.

Requisitions for supplies may be made any time during a grant budget period. Check requests and requisitions (paper or electronic via Banner) must have the required departmental approvals and must be routed to the Controller's Office for approval of allowability and availability of funds. Vendors may be suggested, but only the Director of Purchasing is authorized to make a commitment for the University. All budget transfers must be approved by the Office of Sponsored Program Administration.

#### **b. Final Report**

A progress report is to be sent to the granting agency (if requested) within a specified time after the grant terminates. One signed copy of the final progress report is to be filed in the Office of Sponsored Program Administration. All grant financial reports are to be prepared by the Controller's Office.

## **L. Research Compliance**

### **Research Compliance Office**

The Research Compliance Office is a University-wide office that provides guidance to the Creighton University community regarding the responsible conduct of research. The Office works with all the University research oversight committees, boards, and offices to oversee Creighton's comprehensive research guidance program, which was designed to meet the high ethical standards reflected in Creighton University's credo and mission

statement. These standards include honesty, justice, integrity, respect, and a sense of responsibility to others.

## **1. Research and Sponsored Programs Compliance Plan**

The Research and Sponsored Programs Compliance Plan provides the Creighton University community with an overview of research compliance issues and how they relate to research and sponsored program activities at Creighton.

The Plan is intended to be a helpful guide for personnel involved in research and sponsored program activities. The Plan applies to all Creighton University faculty, administrators, staff, students, and other persons involved in the design, conduct, or reporting of research or sponsored program activities at Creighton University. The Plan applies to all activities conducted with the use of Creighton University resources or facilities, regardless of the funding source for the project.

## **2. Reporting Noncompliant Conduct in Research or Sponsored Programs**

Creighton University personnel are expected to report any known or suspected noncompliant conduct related to research or sponsored program activities conducted and/or approved through Creighton University, as described in the University policy 2.1.19, "Reporting Noncompliant Conduct in Research or Sponsored Programs." (Contact the Research Compliance Office for a current copy of the policy). The confidential Research Compliance Hotline, 402-280-3200, is available for any individual who wishes to anonymously report known or suspected noncompliant conduct.

## **3. Research Involving Human Subjects**

All human research authorized and conducted under the University's jurisdiction is subject to review for human risk, benefit, and informed consent without regard to the source of financial, physical (e.g., space, equipment), or logistical support. Many granting agencies require evidence of favorable review before submission of a proposal. In all cases, this review must occur before a funded project can be started.

Creighton University adheres to the Statement of Principles governing human research known as the Declaration of Helsinki, and has established an Institutional Review Board. Creighton University is also guided by federal regulations and other ethical principles intended to ensure the welfare of human subjects in

research. All research endeavors at Creighton University and Creighton University Medical Center involving the physical, behavioral, or social welfare of human volunteers must be reviewed by the Creighton University Institutional Review Board. This panel of University experts and citizens determines whether human subjects have volunteered for a research endeavor with informed consent as defined by committee procedures and policies, and whether risks to the subject or research are outweighed by the potential benefits to be gained from the research endeavor. Evaluation of risk involves weighing the potential for injury to the subject by reason of direct application of an experimental procedure or circumstance, or by reason of the subject's exclusion from ordinary standards of practice and welfare. The rights of subjects regarding confidentiality and access to professional care and counsel are included in deliberations, so that human dignity, rights, and physical, behavioral, and social welfare are protected.

#### **4. Research Involving Animals**

Creighton University is guided by federal regulations and ethical principles intended to ensure the humane care and use of animals in research. All research involving vertebrate animals that is conducted or authorized under the jurisdiction of Creighton University is subject to review by the Institutional Animal Care and Use Committee (IACUC). This review must be conducted and approval granted before a project can be started. IACUC responsibilities include ensuring appropriate transportation, care, and use of all laboratory animals in accordance with the Animal Welfare Act and other applicable federal laws, guidelines, and policies; determining whether the number and species of animals selected for research are appropriate for use in the proposed procedures; determining whether the research protocol includes appropriate procedures for minimizing discomfort, distress, and pain in laboratory animals; determining whether proposed living conditions are appropriate for the species involved in the study; and evaluating the importance of knowledge to be gained by the research endeavor.

#### **5. Research Involving Radioactive Materials**

Creighton University is guided by state and federal regulations governing safe use, transport, and disposal of radioactive materials, radiation-generating equipment, and lasers. The Radiation Safety Committee reviews and approves the use of radioactive materials for clinical, research, and educational purposes. It represents

Creighton in regulatory matters with the U.S. Nuclear Regulatory Commission and/or state governmental units involved in licensing and use of ionizing radiation. The Radiation Safety Committee works with the Radiation Safety Office to ensure appropriate training of personnel, to monitor personnel exposure to radiation, and to document use of radioactive materials and radiation-generating equipment according to regulations. Research protocols that involve exposure of human subjects to radioactive drugs are reviewed by the Radiation Safety Committee and the Radioactive Drug Research Committee.

It is the responsibility of the Investigator to initiate a review and seek approval from the Radiation Safety Committee prior to using radioactive materials for clinical, research, or educational purposes and to obtain authorization from the Radiation Safety Office for the use of any radiation-generating equipment or lasers. It is also the responsibility of the Investigator to initiate a review and seek approval from the Radioactive Drug Research Committee prior to initiating research that involves exposure of human subjects to radioactive drugs.

All personnel who work with radiation generating equipment (therapeutic, diagnostic, and analytic), radioactive materials, and lasers must obtain authorization from the Radiation Safety Office. The Radiation Safety Office also oversees appropriate handling of radioactive waste.

#### **6. Research Involving Biohazards**

Creighton University is committed to providing a safe work environment. The Institutional Biosafety Committee reviews and approves all potentially biohazardous research or teaching prior to the work being undertaken. Biohazards are biological agents and materials that are potentially hazardous to human, animal, and other forms of life. They include known pathogens and infectious agents, including bacteria, bacterial plasmids, phages, viruses, fungi, mycoplasmas, and parasites; cell lines, animal remains, and laboratory animals, including insects, which might harbor such infectious agents; and primate body fluids. Also included are potentially biohazardous organisms used in procedures such as recombinant DNA and genetic manipulations.

It is the responsibility of the Investigator to initiate a review and to seek approval from the Institutional Biosafety Committee prior to using potentially biohazardous materials in research or teaching.

## 7. Financial Conflict of Interest

Actual or apparent conflicts of interest between a faculty member's externally-sponsored University research obligations and his/her outside financial interests or other obligations are to be avoided. To meet federal regulations regarding such conflicts, Creighton University requires that every Investigator disclose to the University any significant financial interests, including those of his/her spouse or dependent children, that would reasonably appear to be affected by the research or educational activity funded by external sponsors. Disclosure is required if either an equity interest, salary, royalties, or other payments from a potentially conflicting commercial entity exceed \$10,000.

Before submitting a proposal, an Investigator must indicate on the Proposal Routing Form ("Greensheet") whether he/she has a potential financial conflict of interest. Such disclosure also must be made if a reportable significant financial conflict of interest arises later, during the review and award stages of a proposal. Please refer to the full policy, "Financial Conflict of Interest in Research," policy 3.1.10 in the Guide to Policies of Creighton University.

## 8. Research Misconduct

Any case of alleged research misconduct by any Creighton University faculty or staff engaged in research activity shall be treated as a serious matter. "Research misconduct" means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research or in reporting research results. "Fabrication" is making up data or results and recording or reporting them. "Falsification" is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record. "Plagiarism" is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit. Research misconduct does not include honest error or differences of opinion.

Reports of alleged research misconduct should be in writing and submitted directly to the Dean of the Investigator's School or College. At all stages of an investigation into alleged research misconduct, care and discretion shall be exercised to protect the rights, privacy, and reputations of all parties involved, including those individuals who in good faith report perceived research misconduct. Please refer to the full policy, "Research Misconduct," policy 4.2.2 in the Guide to Policies of Creighton University.

## M. Intellectual Property Policy

The Intellectual Property Policy is to define the conditions for ownership, legal protection, licensing, and development of any intellectual property conceived or first reduced to practice by any Creighton University associated personnel. Intellectual property exempt from this policy is defined, and the division of any income resulting from the development of intellectual property is defined.

### POLICY

- A. Applicability:** The Intellectual Property Policy of Creighton University is applicable to all intellectual property conceived or first reduced to practice, in whole or in part, by any faculty, staff, students, contractors, commissionees, non-employees participating in research projects (visiting faculty, industry personnel, fellows, etc.), or others, with more than incidental use of University resources, including personnel, facilities, equipment, services, supplies, trade secrets, employment time (based on a 40 hour week), or funds paid by the University, whether for reimbursement, direct compensation, or by contract. All personnel shall agree as a condition of employment, or of undertaking investigation and development activities, at Creighton University to the conditions in the Intellectual Property Agreement for Creighton University Personnel (Form IRM-1)(APPENDIX I). This Policy shall be contractually incorporated into the Handbook for Faculty, and Form IRM-1 shall be signed by any non-faculty individuals who may develop intellectual property. Intellectual property shall come under the provisions of this Policy whenever the developer's duties include research and investigation, and the intellectual property developed arose during the course of such investigation and is relevant to the field of inquiry in which the developer was employed, or when the development involved the use of University resources. This Policy **shall not apply** to intellectual property developed for which no substantial University resources or funds were used.
- B. Third Party Arrangements for Research and Development:** Whenever grants, contracts, consulting arrangements, commissions, or

agreements, verbal or written, are made or signed to support research or development or clinical trials with other teaching and research institutions, business, industry, governmental agencies, or other third parties, such agreements shall contain intellectual property clauses conforming to this Policy governing the ownership, licensing, and control of any resulting intellectual property. All such agreements shall use agreed standard clauses or shall be cleared through the Director, Intellectual Resource Management. Any agreements with third parties not in conformance with this policy shall be approved in advance by the University.

Public Law 96-517, the Patent and Trademark Amendments Act of 1980, as amended by Public Law 98-620, as codified in 37 CFR Section 401, gives nonprofit organizations and small businesses the right of first refusal to the title to inventions made during the performance of government grants and contracts, with some limited exceptions. If the University does not diligently pursue protection and/or licensing, the invention shall then be referred to the Federal sponsoring agency, and the developer may then request assignment of title from the Government agency. The government shall be given an irrevocable, nonexclusive, royalty-free license, which may include without limitation the right to reproduce, publish or otherwise use the work for federal purposes, and to authorize others to do so. Under the Copyright Act commissioned works of non-employees are owned by the creator, and not by the commissioning party, unless there is a prior written agreement to the contrary. Thus all agreements, commissions, and contracts, shall have provisions providing for the ownership of all copyrightable materials.

**C. Ownership of Intellectual Property:** The University shall own, or shall be assigned title by the developer, to all intellectual property rights for intellectual property as defined in this Policy, i.e. patents, copyrights, or trademarks, conceived or reduced to practice, in whole or in part, by any personnel directly or indirectly using more than an incidental amount of University resources, unless specifically exempted by this Policy. Whenever a project is undertaken which may possibly

develop intellectual property where ownership and rights may be in question, initial discussion should be held between the developer and their Chair, Dean or Director, and an understanding developed and recorded with regard to the intellectual property rights. The developer, or the University, shall each grant the other an irrevocable, nonexclusive, royalty-free, paid up license to the intellectual property for noncommercial use internal to the University or solely as an individual by the developer, as appropriate. The owner of the intellectual property shall diligently pursue securing patent, copyright, or trademark protection and licensing for commercial development when reasonable to do so, but if the owner is not interested in securing protection or developing licensing, or is not diligent in its pursuit, the other party shall have the right to request assignment of ownership to pursue such protection and/or licensing at their own expense. Such assignment shall be granted unless there are reasonable grounds for refusal. Such assignment shall be requested and granted within one year of disclosure, or within nine months of publication or public availability. If the owner pursues protection in the United States the developer may request permission to pursue foreign protection rights separately, and such permission shall be granted if the owner does not diligently pursue such rights. The owner may waive, assign, license, or transfer in the whole, or in part, any of these rights at any time. [Note: Many foreign patents require application prior to publication or public use, although United States law permits one year.] The University agrees that the developer(s) collectively are free to place intellectual property in the public domain, if in the best interest of technology transfer, provided this is not in violation of the terms of any agreement that supported the work.

**D. Definition of Intellectual Property:** Intellectual property for the purposes of this Policy, shall be defined as:

**1. Invention(s):** A novel and useful idea relating to a process, a machine, an article of manufacture, a compound, the composition of matter, or an apparatus or improvement thereof made or conceived by the developer. Inventions

include new and improved devices, systems, circuits, chemical compounds, mixtures, bioengineered organisms, etc.

2. **Copyrights and Similar Materials:**

Copyrights are the protections provided various forms of written, visual, electronic, and artistic expression, including most software (a set of ordered instructions or programs used to control the operations of a computer). [Note: Some software may be patentable.]

- a. **Excluded Items:** The following classes of intellectual property are excluded from the disclosure, ownership, and royalty distribution provisions of this Policy (sections C, E and F), unless they are works-for-hire as defined in 2(c), or institutional projects specifically and substantially directly funded by the University as defined in 2(b). These excluded classes, whether in print, video, or electronic form, are books, articles, computer software, and similar works intended to disseminate the results of academic or scholarly activities, including dissertations, papers, articles, teaching materials (including those developed for distance education courses), and syllabi. Similarly excluded are popular nonfiction books, novels, poems, musical compositions, art works, and other works of artistic imagination. Copyrights on these excluded classes of intellectual property, unless works-for-hire, or specifically and substantially directly funded by the University, shall vest in the creator with no requirement for disclosure or distribution of royalties to the University. If copyrights of excluded items vest in the University by law, the University shall, on request,

assign such copyrights to the creator(s) of such works.

b. **Directly Funded Projects (Institutional Projects):**

It is agreed that for all intellectual property arising from sponsored agreements or other research that is awarded to and/or managed by the University, or from scholarly projects, specifically and substantially directly supported by University funds, that ownership of copyrights of works resulting from such projects shall vest in or be assigned to the University. Royalty income from such projects shall ordinarily be distributed as in F. following. This section shall not apply unless there is an agreement in place between the investigator and the University regarding such specific and substantial direct support and the ownership of any resulting copyright(s).

- c. **Works-for-Hire:** Ownership of works created on projects on which the employee was employed and specifically directed by the University as a part of the employment or contractual agreement to invent or develop such works, i.e. works-for-hire, shall vest in the University, and shall not be subject to royalty proration under this Policy. This is true regardless of whether or not the work is developed in the course of sponsored research, nonsponsored research, or nonresearch activities. Examples may include the development of computer software for specific purposes, or distance education courses that are separately contracted between the University and a developer. A work-for-hire

arrangement must be identified in writing for this section to apply.

3. **Trade Marks:** Trademarks and service marks are distinctive words or graphic symbols identifying the source, product, producer, or distributor of goods or services. Any trademark or service mark that results from activities at or through the University shall be owned by the University.

4. **Trade Secrets:** Any proprietary intellectual property arising out of University work as defined in this Policy that is not patented, copyrighted, or otherwise protected, whether or not it is patentable or copyrightable, shall be owned by the University. Trade secrets are properties which are not generally known or accessible, and which give competitive advantage to the owner. Since trade secrets are essentially not legally protected, and the only protection is restriction of dissemination and signed secrecy agreements, this concept should rarely apply in the University setting.

E. **Disclosure:** All intellectual property developed by any faculty, staff, students, contractors, commissionees, non-employees participating in research, or others at Creighton University shall be disclosed to the Director, Intellectual Resource Management as soon as the invention or intellectual property is conceived or reduced to practice. The disclosure shall describe the invention or intellectual property and its uses, list the inventors, and describe the circumstances leading to the invention and subsequent activities. Disclosure need not be made on copyrightable items clearly excluded in D(4). preceding from the definition of intellectual property. Disclosure shall be made for all potentially patentable inventions, nonexcluded copyrights, trademarks, and other intellectual property developed by individuals subject to this policy, regardless of the source of funding or the use of University resources, in order to clearly determine ownership. Disclosure shall not be made to the sponsor of the research or development until after submission to the

Director, Intellectual Resource Management.

The Director shall determine on all disclosures received whether to pursue protection and licensing, or whether to assign ownership to a sponsor or the developer, on request. All developers shall cooperate fully with the Director in supplying and executing all necessary documents for the approved course of action.

F. **Royalty Distribution:** All income received from royalties and/or licensing or sale of any intellectual property not excluded by this Policy, by the University, or by the developer of the intellectual property, regardless of ownership, shall be distributed successively as follows:

1. Directly assignable expenses, outside of the University and/or the developer, for applications for and securing of protection, or for licensing. To the extent such expenses are paid for as a direct charge from a federal grant, those expenses would not be recovered.
2. A 15% technology transfer fee for developments administered by the Intellectual Resource Management office.
3. Payments of contractually required amounts to sponsors or other institutions participating in the development of the Intellectual Property.
4. Payment to the developer(s). of 50% of the net return (total minus 1., 2., and 3.). If there are multiple developers, this payment is split equally between the developers unless the developers unanimously agree to a different split.
5. Payment to the University of 25% of the net return (total minus 1., 2., and 3.).
6. Payment to the University School(s) of 12.5% of the net return (total minus 1., 2., and 3.). If there are multiple developers from different University

Schools, each University School will receive the same percentage as its developers do in subsection 4 above.

7. Payment to the University Department(s) of 12.5% of the net return (total minus 1., 2., and 3.). If there are multiple developers from different University Departments, each University Department will receive the same percentage as its developers do in subsection 4 above.

Note 1: Funds designated for the University, School, and Department shall be used to support the development of further intellectual properties and research. Funds for the University shall be administered by the Provost, those for the School by the Dean, and those for the Department by the Chair.

Note 2: In the case of intellectual property developed by a group where the distribution of royalty to individuals would be impractical or inequitable, such as a laboratory project, the developers' share shall be allocated by the Dean to a fund for the developing unit.

Note 3: In situations where an inventor belongs to a School but not a specific department, the School will receive the aggregate 25% from sections 6 and 7.

Note 4: If an inventor comes from a non-academic unit (e.g. DoIT), then the division would receive the 25% from sections 6 and 7.

- G. **Publication:** The policy of the University is openness in research, and the ability of investigators to publish research results. Investigators shall not enter into projects requiring secrecy without the specific permission of the Dean. A project requiring secrecy is defined as one in which the sponsoring or granting documents are not freely publishable, access to security classified information is necessary to carry out the research, or one in which there is a reasonable expectation that any documents generated will

be restricted by an outside sponsor from publication for a period in excess of 90 days. Secrecy based on reasonable provisions to protect the rights and privacy of all individuals is acceptable. Provisions from a sponsor requiring submission of publications for review and comment, or for patenting purposes, are acceptable provided there is no reason to expect that the sponsor would attempt to suppress publication or require substantive changes. If confidential information has been made available to the investigator the confidentiality of such information may be protected, and the person furnishing such information may require submission of any manuscript for review and comment and deletion of specific items constituting disclosure of such confidential information within 90 days. It should be noted that in the United States application for a patent must be submitted within one year of publication or public use of the invention, but for many foreign countries patent applications must be submitted prior to publication or public use.

- I. **Functions of the Intellectual Resource Management office (IRM):** The Director, IRM, shall report to the General Counsel of Creighton University. The Director of Intellectual Resource Management shall maintain liaison with, and provide advice and consultation to, faculty and staff to identify intellectual property which is potentially patentable, copyrightable, or registerable as a trademark or service mark, and promote its protection, technology transfer, and licensing. The Director shall represent the University in accepting those developments in which the University has a significant interest, and shall diligently pursue their protection, transfer, and licensing. The University shall pay all necessary fees and costs for protection and licensing of accepted developments. For those developments to which the University does not wish to make a commitment, the Director shall promptly assign such developments, on request, to the developer, sponsor, or other appropriate party.

The Director, IRM, shall provide reasonable amounts of advice, consultation, and assistance to faculty and staff to assist developers in protecting, transferring, and licensing

developments which do not come under the Intellectual Property Policy, or which have not been accepted by the University. The developer shall be responsible for all necessary fees and costs for protection, transfer, and licensing of developments not accepted by the University. There shall be no charge for reasonable amounts of advice, consultation, and assistance from IRM.

The Director, IRM, shall advise and recommend to the University Contracting Officer policy and its implementation for the protection and sharing of intellectual property ownership, technology transfer, and licensing for all University grants, contracts, and agreements.

The Director, IRM, shall be responsible for the protection, transfer, and licensing activities associated with all University technologies, shall administer the licenses, and maintain records regarding the receipt and distribution of all royalty, licensing, and other related income. The Director shall make recommendations with regard to all cases of disputed ownership, licensing, or income distribution concerning intellectual property developed by any faculty, staff, students, contractors, commissionees, non-employees participating in research projects, and others at Creighton University. All unresolved disputes shall be referred to the Provost for resolution.

## **SCOPE**

The Intellectual Property Policy applies to all intellectual property (inventions, devices, creations; written, visual, electronic, software, or artistic expressions; trademarks; or trade secrets) conceived or first reduced to practice by eligible individuals (as listed below) in the scope of their employment or when using substantial University resources. Excluded copyrighted materials are specified in section D(2)(a). It applies to all faculty, staff, students, contractors, commissionees, or non-employees (visiting faculty, industry personnel, fellows, etc.), as a condition of employment or participation.

## **ELIGIBILITY**

All faculty, staff, students, contractors, commissionees, or non-employees (visiting faculty, industry personnel, fellows, etc.), are covered immediately and continuously on an ongoing basis, as a condition of employment or participation.

## **N. Policy on Computer Practices**

Creighton University provides an extensive system of computing and networking facilities for faculty members in order to assist them in performing their functions of teaching, research and service. These facilities include several shared computers, a campus network called JAYNet, electronic mail, connections to the Internet, other on campus and off campus facilities, personal computers and work stations at many locations, and appropriate software to support the academic mission of the University.

These systems have been provided in order to enhance the academic work of the faculty and must be used in an appropriate and responsible manner. In particular, faculty members must make a reasonable effort to inform themselves of proper procedures and standards of conduct for utilizing the computing facilities and to adhere to these procedures and standards. This responsibility includes, but is not limited to, the following: acting in accordance with federal laws, state laws, and the published procedures for using the computing and networking systems of Creighton University and other institutions (see on-line Acceptable Use Policies); using only properly authorized accounts, taking proper and necessary precautions to safeguard facilities and passwords; using only legally obtained software in accordance with license and/or copyright laws; moving and/or removing university-provided computer equipment only with proper authorization; and observing proper conduct when utilizing Internet facilities. See Section 2.4 of the Guide to Policies of Creighton University for more information.

## **O. Management of Access to Personnel Record Information**

Access to personnel files follows from principles of fair information practice designed to protect an individual's right to privacy and right to know, while meeting the legitimate needs of the University, government, and society. The University, therefore, limits access to personnel files. Also, it assures an employee the "right to know" by providing the employee with access to the file to review and inspect the records except material that was solicited, submitted, and received under an explicit or implicit grant of confidentiality. The following guidelines will govern access to employee files:

1. Access to personnel records, including faculty files, is the same for all who are employed by the University.

2. The individual employee has access to the file, is to know what use is made of its contents, and has the right to challenge inaccuracies. The supervisor or administrator should not give the file to the employee but go through it with the employee.

3. All information in an individual file should be germane to the position, or job, of the subject.

4. Performance evaluations should be kept in the individual faculty or staff files and may be challenged by the employee. If the supervisor has used adverse confidential information from others in arriving at the evaluation, the subject should have a chance to reply without knowing the source. If the supervisor considers the reply convincing, the original confidant will be informed and the adverse information destroyed. If the reply is not adequate, the adverse information will be kept in the subject's file with the source unidentified.

5. On legitimate request, Human Resources, or any appropriate office, is authorized to release directory information (name, address, phone, dates of employment, and occupation).

6. Supervisors in line above have access to files of those reporting to them directly or indirectly. The University may use the files and any information contained therein for its proper purposes, including use as evidence in proceedings involving employment decisions. For example, the President could see all; the Provost could see files of his/her deans, department heads, faculty and staff; a department head could see files of faculty and staff in the department, and so on. By subpoena, law enforcement agencies could have access. Other access requires consent of subject of file.

7. Personal information in University data banks (personally identifiable information), as distinguished from the information in the individual files in the office of the Provost and in Human Resources, is to be strictly confidential. This is management information to be used for studies, payroll, mailings, and the like. Only appropriate administrators and staff who must work with this data shall have access.

## **P. Compensation**

Faculty are compensated on a monthly basis, typically the last day of each month. If the last day of the month falls on a weekend or holiday, the payday is the next work day after the weekend or holiday. Compensation is paid by way of direct deposit, which is mandatory for University

employees. The direct deposit payment is made to an account chosen by the faculty member on the Authorization Agreement for Direct Deposit, available from the Payroll Office.

## **Q. Non-Commercial Aircraft Policy**

For liability and insurance reasons, no University employee may act as pilot, co-pilot or crew member of any airplane, helicopter or other aircraft while traveling on or performing University or University-related business. This includes attendance at meetings, seminars or conventions relating to University business or professional development. Questions about this policy can be directed to the University Risk Management Office.

## **R. Use of Personal Vehicle for University Business**

Use of personal vehicle on University business is permitted. The University's auto liability insurance is excess over an employee's personal auto liability insurance for third party bodily injury and third party property damage claims that may arise. The University's automobile insurance policy does not provide physical damage coverage for an employee's personal vehicle.

## **S. Billing Compliance**

Creighton University, through its Health Sciences Schools, is involved in the delivery of health care services and items, some of which are paid for by Medicare and Medicaid. The federal government and the State of Nebraska have enacted laws to protect government programs, including Medicare and Medicaid, from waste, fraud and abuse. These laws include the Federal False Claims Act (the "FCA"), the Program Fraud Civil Remedies Act, and the Nebraska False Medicaid Claims Act. The FCA permits employees to bring actions against organizations that violate the FCA. The FCA also protects employees who bring such actions. The University through its Compliance Plan for Health Sciences Billing and Patient Services (the "Billing Compliance Plan") seeks to prevent, detect and correct any fraud, waste and abuse in its delivery of health care services and items. The University will not tolerate retaliation against any employee who detects and reports fraud, waste or abuse through the Billing Compliance Plan or the FCA.

## **Article IV. Benefits**

## **A. Tuition Remission**

### **PURPOSE**

The purpose of this policy is to state the guidelines of Creighton University's tuition remission benefit.

### **POLICY**

- A. Students must first be accepted through the established procedures within their chosen college or school. Acceptance as a student does not guarantee remission of tuition nor does eligibility for tuition remission guarantee admission as a student. In addition, participation in the tuition remission program does not ensure the award of a degree.
- B. Eligibility for participation in the tuition remission program begins at the start of the first semester following completion of the service requirement.
- C. An employee may attend courses during work hours with the approval of his or her immediate supervisor. Lost work time resulting from class attendance must be made up.
- D. An administrative fee is assessed each semester for each participant in the tuition remission program. Registration and other fees for participants in the tuition remission program are the same as for other students and are in addition to the tuition remission administrative fee. As fees periodically change, visit the Business Office webpage for the most current information. Any financial charges that the employee or their spouse/dependent child has incurred from previous terms must be paid in accordance with established Business Office procedures prior to any usage of tuition remission for the upcoming term. Tuition remission will not be granted retroactively.
- E. The tuition remission program is administered according to the following table:

<b>Current Employment Status:</b>	<b>Remission Benefit:</b>	<b>Waiting Period:</b>	<b>Credit Hour Limit:</b>
Employee working 1560 or more hours annually	100% remission for self	6 months consecutive employment of 1560 or more hours annually	No credit limit (note 1)
Employee working 1560 or more hours annually	100% remission for spouse/dependent child	6 months consecutive employment of 1560 or more hours annually	136 undergraduate credit hours (note 4)
Employee working 1040-1559 annual hours	33 1/3% remission for self/spouse/dependent child	6 months consecutive employment of 1040 or more hours annually	No credit limit for self (note 1) 136 undergraduate credit hours for spouse and/or dependent child (note 4)
University recognized Retiree – contact HR for determination	Self/spouse/dependent child (note 2)	None	No credit limit for self (note 1) 136 undergraduate credit hours for spouse and/or dependent child (note 4)
Disabled Employee with 10 years of benefit eligible service (note 3)	Self/spouse/dependent child (note 2)	None	No credit limit for self (note 1) 136 undergraduate credit hours for spouse and/or dependent child (note 4)
Deceased Employee with 10 years of benefit eligible service (note 3)	Spouse/dependent child (note 2)	None	136 undergraduate credit hours for spouse and/or dependent child (note 4)

F. To remain eligible for tuition remission, the student must:

- remain in good academic standing as determined by his/her academic Dean.
- maintain a minimum cumulative GPA of 2.3 beginning with the end of sophomore year. GPA's will be reviewed at the end of each academic year.
- maintain progress toward a degree, meaning: a) the student has acquired a minimum of 24 credit hours after one academic year, 48 credit hours after two academic years, and 72 credit hours after three academic years, and b) the student, by the start of the third academic year, has declared in writing a specific degree in a major program of study and successfully completes a reasonable number of courses in that program each semester thereafter.
- not be on disciplinary probation or suspension at Creighton University, as defined in the Student Discipline Policies and Procedures in the Creighton University Student Handbook.
- not be on disciplinary probation, suspension or expulsion as a result of non-academic misconduct at any other institution of higher education.

A student who fails to maintain the above requirements will become ineligible for continued participation in the tuition remission program. This ineligibility will continue for the period of time necessary to bring his/her academic and/or conduct record back into compliance, and/or to satisfactorily complete the suspension or probationary period, and any requirements imposed as part of the sanctions. During that period, the student is responsible for all costs of his/her education.

G. Use of the tuition remission benefit applies only to the following schools and colleges:

- College of Arts and Sciences
- Heider College of Business
- College of Professional Studies
- College of Nursing (BSN only)
- Graduate School (see Note 5)

H. Within the description of tuition remission benefits available for a dependent child, “dependent” refers to the employee’s child, step-child or adopted child, under age 24 (Note: employees with an initial employment date or re-employment date prior to October 1, 2004, may receive tuition remission for his/her dependent child under age 25) who has never been married, and who is qualified to receive a

“qualified tuition reduction” under the IRS Code. The University may request evidence of such qualification.

- I. Upon a dependent child’s initial participation in the tuition remission program, and annually thereafter, he or she may apply for federal financial aid (excluding loans) with the University’s Student Financial Aid Office. Outside grants and scholarship awards will be applied to tuition first, unless otherwise directed by the funding source. The tuition remission benefit will then be applied to the tuition balance as part of the total financial aid package.

If the student is eligible for both tuition remission and an internal financial aid award, the student will only receive the larger of the two. For example, if a student has earned a 50% merit scholarship and is eligible to receive a 100% tuition remission benefit, the student would receive the tuition remission benefit because it is the larger of the two.

- J. The University’s Human Resources Office administers the Faculty and Staff Children’s Exchange (FACHEX) and Tuition Exchange Programs. A dependent child whose parent is eligible for 100% tuition remission may apply for participation in these programs.

Note 1: Participation is limited to the monetary value of two courses per semester.

Note 2: Amount of remission benefit is determined when the benefit is received, based on the current policy then in force.

Note 3: The disabling condition or death must have occurred while the individual was actively employed by the University.

Note 4: Tuition expenses beyond 136 undergraduate credit hours will be at the student’s own expense. This 136-undergraduate credit hour limit includes all courses completed or attempted where the University’s tuition remission budget has paid for the course(s) (e.g., withdrawals past the official “drop/add” date and course(s) re-taken due to failure, incomplete, etc.) as well as courses completed or attempted as part of the FACHEX and Tuition Exchange programs.

Note 5: Graduate School tuition remission is available for active employees only. Some programs in the Graduate School are excluded from coverage under tuition remission. See Human Resources Tuition Remission webpage for further information on these exclusions. In addition, the value of Graduate tuition remitted may be considered taxable income to the employee in accordance with Internal Revenue Service (IRS) regulations.

## SCOPE

Specific eligibility for and administration of tuition remission benefits are indicated above under POLICY. All service (employment) requirements for eligibility are “benefit-eligible” service.

## PROCEDURE

Applying for tuition remission is a procedure separate from admission to the University. A one-time application for tuition remission for new students must be received in the Human Resources Department no later than the first official day of the semester in which the student will begin classes. An established online submission process is available on the Human Resources Tuition Remission webpage.

## ADMINISTRATION AND INTERPRETATIONS

Questions regarding this policy should be directed to Human Resources.

## AMENDMENTS OR TERMINATION OF POLICY

The University reserves the right to modify, amend or terminate this policy at any time.

## B. Safety

It is the policy of Creighton University to provide a safe and healthy environment for all faculty, employees, students, and visitors to campus. The safety and health of our community is imperative in light of our desire for the highest possible quality of life on campus. Under no circumstances will campus safety be ignored or diminished in importance in favor of other financial or cultural priorities. Safety and health issues on campus, and in every facility, will receive a high priority and all safety and health hazards that are discovered will be addressed and corrected without delay.

It shall be the responsibility of the Provost, Vice Provosts, Deans, Department Chairs, Directors, and Supervisors to insure that their respective areas are safe and that their employees are properly trained and briefed on the hazards of the workplace. It is the responsibility of all employees to follow safe work practices within their respective work areas.

The Creighton Department of Environmental Health and Safety shall determine applicable regulations, develop policies and procedures, and coordinate inspections and compliance with health and safety regulations of all local, State, and Federal regulatory and accrediting agencies, such as the Omaha Fire Department; the Nebraska State Departments of Health, Labor, and Environmental Quality; and the Federal Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Centers for Disease Control and Prevention (CDC); the Joint Commission of Accreditation of Healthcare Organizations (JACHO).

A Campus Safety Committee has oversight responsibility for safety on campus. All academic and vice presidential areas are represented, and the members are appointed by the President. The committee shall meet at least quarterly.

## C. Insurance

The University offers life insurance, long-term disability insurance, short-term disability insurance, medical insurance, dental insurance, cancer insurance and long-term care insurance benefits. For current details see the separately published insurance booklets available from Human Resources.

The University also has General Liability Insurance and Educators' Professional Liability (Errors and Omissions) Insurance. The General Liability Policy and the Educators' Professional Liability Policy are available for inspection in the Office of the University Risk Manager. Specific questions relating to Creighton's insurance coverage for employees can be answered by the Risk Manager.

## D. Retirement

### 1. Determination and Conditions

The determination and conditions of retirement are contained in Article III, Section A.13. of this Faculty Handbook. In addition, retired faculty are granted the following privileges:

### 2. Benefits

For details of the current retirement plan, see the separate published booklet, available from Human Resources.

### 3. Other Benefits

Retired faculty members retain faculty privileges in the University libraries and are entitled to faculty discounts at the University Bookstore and to clinic rates at the Dental Clinic. They are also kept on the mailing list for general faculty publications and are invited to participate in general University and faculty functions and events.

## E. Vacation and Holidays

Regular full-time twelve-month faculty members are entitled to receive 176 hours of annual paid vacation. Earned vacation may be taken after completion of six

months of employment. Faculty members who work a nine or ten-month schedule are not eligible for vacation.

Regular part-time twelve-month faculty members are entitled to receive annual vacation proportional to the annual full-time allowance. Pro rata vacation accrual rates are available from Human Resources.

Available vacation hours are reported on the paycheck stub and adjusted each pay period to record any vacation time taken during the month prior and any additional vacation time earned during the preceding pay period.

Requests for vacation absences from work must be approved in advance by the Department Chair and/or Dean.

Unused vacation time may be accrued up to a total of twice the annual rate. Vacation time in excess of twice the annual rate will be lost if not taken.

Unused accrued vacation time will be paid to a faculty member at the time of retirement or termination.

The University observes the following holidays, or their equivalent. The holidays are listed below:

- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Holiday Break (December 24 through January 1, includes Christmas Day and New Year's Day)

Changes to the holiday schedules are published by Human Resources.

## F. Sick Leave

Regular full-time faculty have a total annual sick leave allowance of 240 hours or 30 working days. Regular part-time faculty members are entitled to receive sick leave proportional to the annual full-time faculty sick leave allowance. Sick leave hours may not be accumulated from year to year. Unused sick leave hours are not payable at the time of retirement or termination.

Available sick leave hours are reported on the paycheck stub and adjusted each pay period to record any sick leave taken during the month prior.

Paid sick leave may be taken for the following reasons:

**1. Personal illness.** Faculty members who participate in the Long-Term Disability Insurance and Short-Term Disability Insurance plans are eligible to apply for benefits once the applicable waiting period has been satisfied according to the current policy. For example, long-term disability benefits can be applied to a physician-approved maternity leave. Any continuation of leave after medical disability has ceased is at the discretion of the University. Subject to the provisions of Article III, Section E. of this Faculty Handbook, if applicable, upon completion of disability leave a faculty member will be reinstated in the former position or one of equivalent status and salary. For further information, contact Human Resources at 280-2709.

**2. Illness of a member of the immediate family** when one's presence and assistance is necessary in an emergency situation. Immediate family is defined as spouse, children, and parents (including parents-in-law).

**3. Physician and dental appointments** during working hours.

## G. Parking

Designated faculty/staff parking lots are located throughout the campus. Vehicles parked on University property are required to display a valid parking permit issued by the Department of Public Safety, located at 2204 Burt Street. Permit applications are available in this office during normal business hours or through the mail. An annual fee is charged for this service. Contact Public Safety for additional information.

## H. Sabbaticals and Leaves of Absence

Policies on sabbaticals and leaves of absence have been developed by the individual schools and colleges and approved by the President. Copies of this policy for a particular school or college are available in the Dean's office.

Members of the faculty serving on All-University committees who are on Sabbatical Leave or Leave of Absence will be replaced in accordance with Article III., Section 2.F. or Article IV, Section 1 of the University Statutes.

## I. Family and Medical Leave

Creighton University recognizes that serious health conditions may occur affecting an employee or his/her immediate family member. To accommodate such situations Creighton has implemented the Family and Medical Leave Policy, policy 2.2.14. The University's policy is in compliance with the Federal Family and Medical Leave Act (FMLA) of 1993. This is a leave for a faculty member's serious health condition, the serious health condition of an immediate family member or the birth or placement of a child. For purposes of this policy, "immediate family" shall include spouse, son, daughter, mother and father. To qualify for family and medical leave the employee must have been employed for at least 12 months and have worked for a minimum of 1,040 hours in the 12-month period preceding the commencement of the leave. The Director of Human Resources or the Director's designee will determine if the request for leave qualifies for family and medical leave. Employees may make inquiries about family and medical leave to their supervisor or contact Human Resources.

## J. Travel

The University authorizes absence from the University and expense reimbursement in connection with travel to formally programmed meetings and conventions of disciplinary, scholarly, or scientific societies as well as for faculty recruitment. Purposes of such travel may include self-enrichment, presentation of scholarly investigation, and participation in committee work. Travel is authorized and controlled by the Dean and/or the Provost.

A complete statement of the University's current travel policy (policy 2.1.24) is available on the Purchasing web site <http://www.creighton.edu/Purchasing/> within the policy and procedures section.

## K. The Faculty Children Exchange Program

The FACHEX Program was inaugurated in 1971 by the Academic Vice Presidents of the Association of Jesuit Colleges and Universities. It provides that the children of faculty, administrators, and staff at one Jesuit college may receive tuition remission at another participating Jesuit college. The following statements reflect the current policies and procedures.

### 1. Eligibility

The son or daughter of any faculty, administrative, or staff member eligible for 100 percent tuition remission at the

parent's school is eligible to apply. A student may attend for less than the four years normally required for an undergraduate degree, and may apply for any of the four undergraduate years. Transfer for summer session enrollment only is excluded. The benefits are for full-time students only.

## 2. Procedures

a. The student first must submit a regular application for admission to the FACHEX-participating college involved. This must be done in accord with that college's regular admission requirements and procedure.

Eligibility to participate in the FACHEX Program does not qualify a student for admission, nor does admission qualify a student for FACHEX tuition remission.

b. When a student has applied for admission, that student should complete the application for the FACHEX Program. The application may be found on the Registrar's Office web page at <http://www.creighton.edu/Registrar/fachex2.html>. The University Registrar will then notify the FACHEX representative at the other institution of the student's eligibility as a FACHEX applicant.

c. The receipt of a FACHEX tuition remission depends finally on the FACHEX openings available at a given college when the foregoing process is completed. No FACHEX waiting list is maintained nationally, although a college might choose to maintain a waiting list of its own.

## 3. Restrictions

Not all Jesuit colleges are participating in the FACHEX Program, and there are some program restrictions. No school is obligated to enroll more than three FACHEX students over the number it sends out. Hence, at times, one or more participating colleges may have no openings, and it may be impossible to forecast much in advance when openings will occur. Colleges do, however, aim to inform FACHEX applicants of their status by May 15. If a college does not offer a full tuition remission to its faculty children, an incoming FACHEX student would receive a similar remission and would have to pay the difference between the remission and the full tuition charge. Since the benefits are remission of tuition only, students are expected to pay all fees and room and board charges assessed by the "receiving" institution.

The following twenty-seven institutions are currently participating: Boston College, Canisius College, College of the Holy Cross, Creighton University, Fairfield

University, Fordham University, Gonzaga University, John Carroll University, LeMoyne College, Loyola College in Maryland (Baltimore), Loyola Marymount University (Los Angeles), Loyola University Chicago, Loyola University New Orleans, Marquette University, Regis University, Rockhurst University, Saint Joseph's University, Saint Louis University, Saint Peter's College, Santa Clara University, Seattle University, Spring Hill College, University of Detroit Mercy, University of San Francisco, University of Scranton, Wheeling Jesuit University, and Xavier University.

## 4. FACHEX Program Representative

The University Registrar is Creighton's FACHEX Program representative. Please contact him/her for further information.

## L. Tuition Exchange Program

Since 1997 Creighton has been a member of the Tuition Exchange Program. As a member institution, dependents of Creighton employees who are eligible for 100 percent tuition remission at Creighton are eligible to be considered for a Tuition Exchange scholarship at a significant number of member institutions. Since the program requires each institution to maintain a balance between dependents from the home institution (exports) and dependents coming from other institutions (imports), it is likely that there will be limited slots available. Because of this, the Tuition Exchange Program should not be considered an automatic benefit. The following guidelines have been established for Creighton employees who wish to apply for the program:

### 1. Eligibility

The son or daughter of any faculty, administrative, or staff member who is eligible for tuition remission at Creighton is eligible to be considered. A student may attend less than the four years normally required for an undergraduate degree, and may apply for any of the four undergraduate years. A few schools also offer scholarships for graduate study. These benefits are for full-time students only.

### 2. Procedures

a. An application for the Tuition Exchange Scholarship Program must be filed with the Registrar's Office during the year prior to the planned attendance by the deadline to be determined by the Program administrator. The application may be printed from the Registrar's Office

web page at <http://www.creighton.edu/registrar/tuitionexchange/tuitionexchange/index.php>.

Participating institutions can be viewed on the Tuition Exchange web page at <http://www.tuitionexchange.org>.

b. In the event more employees apply than can be accommodated, the length of employment in the University and the participation of previous family members in the tuition exchange programs will be the primary factors used to make the awards. A point system has been established for determining the recipients. An employee will receive one (1) point for each year of full-time service. In determining the exact number of points earned, the Program administrator will consider the points that the employee will have received when the Tuition Exchange Program will actually be claimed (that is, the beginning of the subsequent academic year). One-and-a-half (1 1/2) points will be subtracted for each year that any dependent child is expected to use the Tuition Exchange Program. If an employee's spouse is also employed by the University, points for expected use will only be subtracted from the point account of the sponsoring parent, to be determined by the parents. If the child were to end his or her use of the Tuition Exchange Program prematurely, the unused points will be added back into the employee's point account. If an employee requests the Tuition Exchange Program for more than one dependent child at the same time, this will be treated as two consecutive applications. The openings will be awarded to the individual(s) with the highest point total. In the event of a tie, the employee who has not yet used the Tuition Exchange Program will be given priority over the employee who has already used this benefit; secondarily, the employee whose spouse is also employed by the University shall be given priority over the employee whose spouse is not so employed or whose spouse has less seniority. If these two mechanisms cannot break the tie, a random drawing will be held.

c. The student must apply for admission and be accepted at the receiving institution. Once certified by Creighton, the receiving institution has the ultimate decision if a space is available at that institution.

d. Awards are normally made for four years (8 semesters). However, awards can be made for a shorter period of time in the event the student is already enrolled at the receiving institution or the Liaison Officer deems a shorter award appropriate in order to increase participation. Applications for renewal must be filed annually with the Registrar's Office at Creighton by December 1.

e. An annual fee payable to Creighton University will be assessed to each student sponsored for study elsewhere.

### **3. Tuition Exchange Program Representative**

The University Registrar is Creighton's Tuition Exchange Liaison Representative. Please contact him/her for further information.

## **Article V. Amendment**

Procedures for the orderly review and revision of the Faculty Handbook are as follows:

A. Any administrator, faculty or staff member may submit proposals for amending the Faculty Handbook to any member of the Committee on Faculty Handbook and University Statutes. Such proposed amendments to the Faculty Handbook shall be submitted to the Committee on Faculty Handbook and University Statutes. These proposals should be in writing, and should include an explanation as to the necessity for the requested change.

B. The committee will submit proposed amendments so received, which are not in conflict with the University Bylaws, and/or other sections of the Faculty Handbook, to the Academic Council for approval. Proposals rejected by the Committee on Faculty Handbook and University Statutes will be returned to the author with an explanation as to why the proposal was found unacceptable.

C. Proposed amendments to the Faculty Handbook will be considered by the Academic Council. It shall require a two-thirds vote of the Academic Council to recommend approval of proposed amendments.

D. Amendments approved by the Academic Council will be forwarded to the President for consideration. The President will then make a decision on the proposed amendment and report his decision to the Academic Council.

E. The President may, under extraordinary circumstances, amend the Faculty Handbook, if the President feels it necessary and advisable. Normally this will occur after consultation with the Committee on Faculty Handbook and University Statutes and with the Academic Council. Such amendments, however, shall be communicated to the faculty as soon as it is practical, together with the circumstances which require the change in the Faculty Handbook.

F. No changes affecting the contractual relationship of the University with individual faculty members shall become

effective until the publication of a new issue of the Faculty Handbook. Other changes in the Faculty Handbook and the University Statutes, procedural in nature, approved by the Academic Council and the President shall become effective upon promulgation of the minutes of the Academic Council. In the event that there is a conflict as to whether or not a change is procedural, the President shall make the decision as to the type of change and communicate the determination to the Academic Council. Faculty shall be made aware of these changes through publication of the minutes of the Academic Council.

## **Article VI. Publication of Faculty Handbook**

Procedures for orderly annual publication of the Faculty Handbook are as follows:

A. The Faculty Handbook shall be published once each year. Such publication shall normally occur in April prior to the distribution of faculty employment agreements and/or letters of renewal for faculty members. The provisions of the new Faculty Handbook shall take effect as of the effective date of such faculty employment agreement or letter of renewal.

B. A hard copy of the Faculty Handbook shall be made available in the University libraries, in the offices of each of the Deans, in the offices of each of the Departmental Chairs and to those faculty members who request a hard copy thereof.

C. An online copy of the Faculty Handbook shall be made available and posted in PDF format once each year, normally in April and simultaneously with the annual publishing. This posting shall not be altered, once posted.

D. Changes to the Faculty Handbook that are made during the year subsequent to the annual publication of the Faculty Handbook shall be published in an addendum, along with a notation as to whether the changes are deemed to be contractual in nature or procedural in nature, in accordance with the provisions of Article V.F. Such changes will be incorporated into the subsequent annual revision of the Faculty Handbook.

# **CREIGHTON UNIVERSITY**

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