

# **Contractual Agreements with Faculty Members**

## **Policy Statement:**

### **Full -Time Faculty**

The *Letter of Agreement* is the official contract issued to a faculty member at the time of appointment or reappointment. It is a statement of conditions and obligations mutually agreed to by the faculty member and Marywood University. It serves as a binding contract covering a specific period of time and as a vehicle to renew, adjust and/or alter the terms of the original contract regarding appointment, rank, tenure, salary, benefits, etc.

Faculty contracts are normally for a period of nine months or twelve months. Faculty must attend Commencement per the Faculty Handbook.

The academic year will begin no earlier than one week before classes start and will end no later than nine months from that date.

A copy of the *Letter of Agreement* is retained by the faculty member. Copies are also on file in the Office of Human Resources.

In general, any faculty member, who intends to be a long-term stakeholder in the University and who has the appropriate terminal academic degree, should have either a tenure appointment, an appointment probationary for tenure, or a professor of practice.

### ***Categories of Full-Time Appointment***

Regular membership in a Faculty includes appointments with continuous tenure, appointments probationary for tenure, and contract appointments without tenure.

Membership in the Faculty of a School or Department is held by persons with valid appointments to one of the four generally recognized Faculty ranks, namely, Professor, Associate Professor, Assistant Professor, or Instructor.

The University, however, also requires the services of professionally competent individuals to meet teaching and service responsibilities in selected areas or positions in which assignments do not necessarily include research or creative work. To meet these responsibilities effectively and to be competitive in attracting and retaining needed professional personnel, the University has established and recognizes a third kind of Regular Faculty appointment: Regular Contracts Appointments without Tenure.

### **Contract Appointments with Tenure**

The probationary period shall not exceed seven years of full-time teaching at Marywood, with application for tenure being made in the sixth year. Faculty members on leave during the probationary period must follow the policy on Leaves of Absence. Prior service at Marywood University or at another regionally

accredited, four-year college or university may be credited toward the fulfillment of the probationary period as indicated in the original *Letter of Agreement*.

Tenure is a term designating guaranteed continuous appointment to full-time faculty members until retirement. It implies a mutual commitment on the part of the faculty member and the University and cannot be taken lightly. The commitment of a faculty member who requests tenure is as deep and binding on the faculty member as it is on the University. Just as the conferring of tenure by the University recognizes the competence of an individual faculty member, submission to the University of an application for tenure suggests a strong acceptance by that individual of the goals and objectives of the University. The request represents commitment to work jointly with faculty, students, administrators, and members of the staff for the growth and welfare of the University. It is a commitment to devote one's energies to continued personal development and continued high levels of achievement as a member of the Marywood academic community. It is a definite assertion of career goals; it is expected that faculty will not lightly withdraw from this relationship.

Once tenure is granted, it will be discontinued only for grave reason, which may include moral turpitude, flagrant abuse of academic freedom, or lack of professional competency as demonstrated in instruction and/or research. In addition, the University may be required to discontinue tenure because of severe financial exigencies of the University or reorganization of the department and/or on, and contributes to, the advancement of teaching, clinical practice, ongoing professional development and contributions to the field.

### **Contract Appointments without Tenure**

The appropriateness, level and type of scholarly expectations of Professor of Practice (POP) Faculty will vary significantly among disciplines and departments. However, conducting independent research is not a requirement of POP faculty.

The annual Faculty Activity Report and reviews for promotion will focus on teaching and service. There does not need to be a separate section in the documents for scholarship. Scholarship that supports teaching may be placed in the teaching section and scholarship in clinical services may be placed in the service section. However, POP faculty who regularly engage in scholarship may request to the appropriate dean to be evaluated among the tenure track faculty utilizing the teaching, service and scholarship evaluative tool.

POP faculty may hold the following non-tenure track ranks:

- Instructor of Practice
- Assistant Professor of Practice
- Associate Professor of Practice
- Professor of Practice

The initial appointment may be for one or two years and may be renewed for successive terms under the same procedures as those applying to faculty members with appointments probationary for tenure. After six years of continuous service, subsequent reappointments may be for periods of up to five years but without tenure.

### **Per Annum Faculty (IOP)**

With the approval of the Provost and based upon a written description of the teaching and related duties, a faculty position involving full-time teaching for a period of one year may also be designated as a non-tenured position (Per Annum).

Normally a Per Annum appointment may be renewed on an annual basis for up to an additional five years, followed by a terminal contract for the seventh year of employment. If an exception is made, it will be done by the Provost in consultation with the appropriate dean and director or chairperson. Notification of non-renewal shall follow the notice requirements of the Non-Reappointment of Full-Time Faculty Member policy.

Clinical or Per Annum appointments may be made at the level of Instructor, Assistant Professor, Associate Professor or Professor. A Faculty Member with a Clinical or Per Annum appointment is accorded parity of compensation, benefits and perquisites, and governance and voting rights, as with other Faculty members of comparable rank.

A Faculty member with a Clinical or Per Annum appointment may apply for an appointment probationary for tenure, if a vacancy exists, under normal procedures for recruitment and appointment. In such a case, time served in the Clinical or Per Annum position beyond the first year counts toward the maximum allowable period of probationary service. If time served in the Clinical or Per Annum position exceeds the maximum allowable period of probationary service, the Faculty member shall be considered to have completed five years of probationary service and shall be reviewed for tenure upon application for the change of status. In either case, in the event the outcome of the review is negative, the terms of the current Clinical or Per Annum appointment shall be honored but the Faculty member shall not be eligible for subsequent reappointment to the Clinical or Per Annum position.

### **Pro - Rata Faculty**

Pro-Rata ranked faculty serve on nine-month or twelve-month contracts. Their contracts are processed and issued as are those of full-time faculty.

The initial appointment of Pro-Rata faculty determines their rank; their *Letters of Agreement* are awarded for one year at a time with no implied obligation of continuous appointment.

### **Part -Time Faculty**

Part-Time faculty are those faculty members who ordinarily teach from one to six credit hours per semester and are not usually otherwise employed in the affairs of the University. They receive a formal appointment on a semester basis, provided enrollment justifies it at registration time. Part-Time faculty members are not eligible for tenure.

### **Letters of Agreement**

*Letters of Agreement* for continuing faculty members are issued on or before May 10. *Letters of Agreement* are distributed from the office of the President of the University.

### **Appointment Procedures**

Members of the faculty are appointed by the President of the University. Prospective faculty members are interviewed and recommended by the chairperson and faculty of the department in which a vacancy exists to the Dean and Provost.

The formal offer of employment made by the Provost to a prospective faculty member contains the conditions of continued employment and promotion as described during the interview process and as outlined in the Faculty Handbook.

Offers to part-time faculty are made by department chairpersons or those acting in the capacity of a chair, and concluded by an agreement approved by the appropriate academic dean. A part-time faculty member receives a formal appointment on a semester basis, provided enrollment justifies it at registration time. A part-time faculty member is not eligible for tenure.

**Definitions:**

N/A

**Procedures:**

N/A

**History:**

07/01/89 – Reaffirmed with publication of Faculty Manual

02/24/99 – Revised to include possibility of opening the fall semester in August, as recommended to the President of the University by the University Committee on Policy

10/04/02 – Revised to change the reference to the opening date of the academic year, as recommended to the President of the University by the Policy Committee of the University.

03/28/08 – Revised to provide for permanent non-tenured faculty.

02/18/11 - Revision approved by the President of the University as recommended by the Policy Committee of the University.

04/17/13 – Revision approved by the President of the University as recommended by the Policy Committee of the University.

02/10/2020 – The President of the University approved the modifications to the policy including clarification of start/end dates for the academic year, changing the language of Clinical faculty to POP faculty, and a few editing changes as recommended by the Academic Council.

**Related Policies:**

Policy - Faculty Definition

Policy – Faculty Status

Policy - Administrators with Rank and Tenure

Policy - Librarians with Faculty Status – No policy found

Policy - Personnel Records of Faculty

Policy - Promotion of Faculty

Policy - Doctoral Equivalency

Policy - Tenure

Policy - Core Responsibilities of Faculty – No Policy found

Policy - Additional Contracted Work Policy for Staff

**MARYWOOD UNIVERSITY  
POLICIES AND PROCEDURES MANUAL**

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**Secretary of the University and General Counsel**