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010  PREAMBLE

Muskingum University is an Ohio not-for-profit corporation. Under applicable law, authority to manage the institution resides with the Board of Trustees.

The Board of Trustees has delegated some of its managerial authority to the Administration. Further, through the President, it has delegated to the Faculty the authority and responsibility to formulate and execute the University’s educational program.

This Handbook sets forth current information about the University, particularly as that information relates to the Faculty. It is not a contract of employment or continuing employment. The rights, responsibilities, and benefits described herein may, as appropriate, be incorporated by reference into a faculty member’s annual appointment (or contract) letter and will remain effective for the academic year covered by the Handbook unless changed prospectively per established protocol.

020  UNIVERSITY MISSION STATEMENT

Under Article I, Section 2 of the Code of Regulations, it is the faculty’s responsibility to formulate, subject to approval of the Board of Trustees, a statement of mission for the University. The University’s current mission statement is as follows:

The mission of Muskingum is to offer quality academic programs in the liberal arts and sciences in the setting of a residential, undergraduate, coeducational, church-related university and in the context of a caring community where individual fulfillment is encouraged and human dignity is respected. Its primary purpose is to develop—intellectually, spiritually, socially, and physically—whole persons, by fostering critical thinking, positive action, ethical sensitivity, and spiritual growth, so that they may lead vocationally productive, personally satisfying, and socially responsible lives.
ARTICLE I. PURPOSES AND OBJECTIVES OF THE UNIVERSITY

Section 1. The purpose of Muskingum University shall be to operate as a church-related, coeducational liberal arts university in accordance with its statement of mission.

Section 2. The statement of mission shall be formulated by the faculty of the University, approved by the Trustees, and thereafter published from time to time in the publications of the University.

Section 3. The statement of mission, which shall not be inconsistent with this Code of Regulations, shall serve as the basis for the academic program of the University.

ARTICLE II. THE BOARD OF TRUSTEES

Section 1. The property, business and affairs of the University shall be controlled and managed by a Board of Trustees, consisting of the President of the University, the President of Student Senate, and the Executive Secretary of the faculty (all of whom shall be voting members), and in addition thereto voting members consisting of not fewer than 30 Trustees nor more than 50 Trustees, as may be determined from time to time by vote of a majority of the voting members of the Board of Trustees and when so fixed such members shall continue to be the authorized number of Trustees until changed by the voting members of the Board as aforesaid.

Section 2. The Board of Trustees shall elect annually from its membership a Chair and such other officers, and shall create from time to time an Executive Committee and such standing and ad hoc committees as it shall deem necessary in order to properly discharge its responsibilities, and to such committees may delegate any of the authority of the Trustees, however conferred.

Section 3. The Board of Trustees shall conduct its business in accordance with such Bylaws, not inconsistent with this Code of Regulations, as may be adopted and thereafter amended by a two-thirds majority of the total membership of the Board.

Section 4. In the event of a vacancy in the office of the President of Muskingum University, the Board of Trustees shall designate an Interim President who shall serve at the pleasure of the Board until such time as a President shall be employed by the Board from such candidates as shall be selected by a Search Committee consisting of such members of the Board as the Chair shall appoint, together with not less than three tenured members of the faculty, who shall be appointed to the Search Committee by the faculty.

ARTICLE III. THE ADMINISTRATION

Section 1. The President of the University

A. The chief executive officer of the University shall be the President of Muskingum University who shall be employed by, and shall be directly responsible to, the Board of Trustees.
B. The President shall be a member of the Board of Trustees, and shall be an ex officio member of all committees of the Board and of the University, and shall serve as Chair of the faculty and may delegate the responsibility of such Chair to a designee of the President’s choosing.

C. It shall be the responsibility of the President to exercise leadership in and to administer the property, business and total affairs of the University.

Section 2. Other Officers

A. The President shall appoint such administrative officers as he or she shall deem necessary from time to time, in order to exercise leadership in and to administer the other affairs of the University.

B. The President shall provide a written job description to all administrative officers setting forth their duties and responsibilities.

ARTICLE IV. THE FACULTY

Section 1. The faculty shall be appointed and employed by the Board of Trustees upon the recommendation of the President through the Vice President for Academic Affairs (VPAA), and shall consist of those persons holding contracts which specify academic rank of professor, associate professor, assistant professor, instructor, librarian and lecturer.

Section 2. Muskingum University accepts and adheres to the 1940 Statement of Principles on Academic Freedom and Tenure endorsed by the American Association of University Professors and the Association of American Colleges.

Section 3. The faculty shall have delegated to it by the President the responsibility and authority to formulate and to execute the educational program of the University.

Section 4. The faculty shall act as a parliamentary body in connection with the exercising of its function.

A. Monthly meetings of the faculty shall be held at the call of the President or the President’s designee.

B. Special meetings of the faculty shall be held at the call of the President or the President’s designee, or by petition to the President executed by at least 25 percent of the voting members of the faculty.

C. Members of the faculty employed on a full-time basis by the University shall be entitled to vote at both regular and special meetings of the faculty.

D. Notice and agenda of faculty meetings shall be published at least five days before the date of the meeting except in cases of emergency declared by the President.

E. The faculty shall have the right to elect its own officers.

F. Meeting of the faculty shall be conducted in accordance with Robert’s Rules of Order.
G. The faculty shall conduct its business in accordance with such Bylaws, not inconsistent with this Code of Regulations, as may be adopted and thereafter amended by two-thirds majority of the eligible faculty members casting a vote, provided at least 51 percent of such eligible members vote.

Section 5. For the purposes of instruction, the faculty shall be organized into departments and the departments into divisions of instruction by the President in collaboration with the faculty.

A. Each faculty member shall be appointed to at least one department.

B. Each department shall have one member designated as Chair by the President in consultation with the VPAA and the faculty of the department. Such designation shall be for a term of one year and may be renewed.

C. The departments shall be affiliated with one or more divisions of instruction, determined by the foci of interest of the department members and by the curricular offerings of the departments.

D. Each division shall have one person from the affiliated departments designated as a Chair by the President in consultation with the VPAA and the faculty of the division. Such designation shall be for a term of one year and may be renewed.

E. Department Chairs and Division Chairs shall be responsible to the VPAA.

F. Meetings of the departments and divisions shall be held at times agreed upon and at special times at the call of the Chair or Division Chair.

Section 6. The faculty shall at all times have the right and the responsibility to express its position collectively and individually and to make recommendations to the President, and through the President to the Board of Trustees, on all matters affecting the welfare of the University.

ARTICLE V. THE STUDENT BODY

Section 1. Muskingum University supports a strong program of academic freedom and self-government for its students, who always shall be regarded as members of the University and academic community.

Section 2. The student body shall conduct its business in accordance with such Bylaws, not inconsistent with this Code of Regulations, as may be adopted and thereafter amended by a two-thirds majority of the eligible students casting ballots, provided at least 51 percent of such eligible students vote. (cf. Muskie Handbook)

ARTICLE VI. ADOPTION OF AND AMENDMENTS TO THE CODE OF REGULATIONS

Section 1. This Code of Regulations, upon recommendation of the faculty, shall be effective when adopted by not less than two-thirds of the total membership of the Board of Trustees.

Section 2. This Code of Regulations may be amended from time to time by a two-thirds vote of the total
membership of the Board of Trustees, after first giving to the administration, faculty, and student body at least 30 days prior written notice of such proposed amendment.

Section 3. The faculty may propose to the Board of Trustees amendments to this Code of Regulations, provided that such amendments are approved by not less than a two-thirds majority of the eligible members of the faculty casting ballots, provided at least 51 percent of such eligible members vote.

Adopted by the faculty in the spring of 1966 and approved by the Board of Trustees in October 1966; amended in April 1971, in April 1973, and in April 1983.
POLICIES GOVERNING THE PROFESSIONAL RELATIONS BETWEEN THE ADMINISTRATION AND FACULTY OF MUSKINGUM UNIVERSITY

The statements of policy which follow describe agreements between the faculty of Muskingum University and the Board of Trustees effective September 1, 1966 and as revised through September 8, 2009. Any future changes shall be taken to the Board of Trustees by the Executive Secretary of the faculty, for consideration and approval.

Bylaw I. Tenure

A. Definition

Tenure confirms the right of individual faculty members to explore and profess the nature of truth in their disciplines. Neither the tenured faculty member’s academic freedom nor that faculty member’s right to annual reappointment may be restricted or terminated without demonstration of adequate cause and observance of due process.

(See Bylaw III.A on Dismissals)

B. Eligibility and Conditions

1. Those faculty with the terminal degree or comparable professional standards recognized in their discipline by nationally established standards are eligible for tenure consideration at Muskingum University. The required terminal degree or comparable professional standards shall be specified by the VPAA in consultation with the appropriate department in the first tenure-track contract.

2. Faculty members of the rank of instructor are ineligible for tenure. Thus, before an instructor on a non-tenure (probationary) contract may be considered for tenure, a promotion decision must be made at least nine months prior to any tenure recommendation.

3. Probation period shall be defined as a term of years during which the University and the faculty member mutually explore the desirability of tenure.

4. Recommendation and tenure decision must be made no later than the sixth year. Experience and service elsewhere shall be considered in determining length of probation in this University for a maximum of two years’ reduction in probation. Any such reduction shall be specified in the first tenure-track contract.

5. The Board of Trustees has the power to approve tenure upon recommendations of the President, pursuant to the procedures 1-7 in Section C below.

6. When tenure has been approved by the Board of Trustees, written notice of this approval and a tenure contract shall be proffered to the faculty member.

7. If tenure is not granted, the procedure shall be as set forth in Bylaw II on termination of contracts.

8. Tenure may be lost only by retirement, by voluntary resignation from the faculty, or by dismissal. In the latter case, the procedure outlined in Bylaw III shall apply. (Rev. 2/92)
C. Procedures

1. The evaluation process to be used for the appraisal of a candidate for tenure is the same as that delineated in Section 210, Evaluation, Muskingum University Academic Policies and Procedures.

2. The Department Chair, after consultation with all members in the department, will prepare a written recommendation concerning the candidate for tenure. This recommendation will be transmitted to the Division Chair.

3. The Division Chair will prepare a separate recommendation for each tenure candidate in the division. Both the departmental and divisional recommendations will be sent by the Division Chair to the VPAA no later than October 1. The VPAA will forward these recommendations to the Faculty Affairs Committee.

   (Faculty approval 11/92; BOT approval 10/94)

4. The Faculty Affairs Committee will consider each tenure decision separately and will prepare a written recommendation supported by reasons for each such recommendation. While the Committee is free to decide its modus operandi, it should include interviewing a representative sample of seniors majoring in the discipline and discussing the case with other, including all tenured, members of the department. The recommendations and all supporting data of the Faculty Affairs Committee will be forwarded to the VPAA.

5. If the VPAA does not agree with any recommendation of the Faculty Affairs Committee, he/she should meet jointly with the Committee, consider the reasons for the disagreement and explore the possibility of modification of the recommendation by either the Committee or the VPAA. Should the Committee itself be divided, the minority has the right to formulate a dissenting opinion to be a part of the Committee report to the VPAA.

6. The VPAA will submit to the President the recommendations of the Faculty Affairs Committee, any minority opinion, and the VPAA’s separate recommendation, with justifications, for each tenure candidate.

7. Should there be disagreement with respect to any recommendations of the Faculty Affairs Committee, the VPAA, and the President, a joint conference will be called by the President.

8. The final decision rests with the Board of Trustees, who will receive a recommendation from the President.

9. It is understood that any discussions, any information or statements, and all recommendations concerning tenure decisions will be treated confidentially by each person involved in the decision-making process.

10. The policies and procedures for determining tenure are not fixed and rigid, but are subject to review by the faculty and the administration acting on behalf of the Board. The policies in effect at the time the faculty member signed his/her last contract will be the policies followed by the University in deciding tenure.
Bylaw II. Faculty Contracts

1. A copy of the current Faculty Handbook shall be given to a candidate for employment before a contract is consummated.

2. In all contracts specifying “academic year” where the academic year means a twelve month period starting one week before the beginning of classes in the Fall, the term of service shall extend for nine months from one week prior to beginning of classes in the Fall, or as indicated in a specific case.

3. All conditions of employment shall be explicitly stated in the contract. Any unusual or exceptional requirements shall be fully explained in an addendum to the contract and will be considered as a part of the contract.

4. Copies of any contract of employment shall be in the possession of both the institution and the employee before the appointment is consummated.

5. Contracts shall be of three kinds:
   a. **Limited period** (temporary): Limited period contracts shall be those offered in special cases. The conditions of the contract shall be explicitly stated.
   b. **Non-tenure** (probationary): Non-tenure contracts shall be those offered for one-year appointments during the probationary period leading toward tenure. Such contracts are renewable year-by-year throughout the probationary period.
   c. **Tenure** (continuous): Tenure contracts shall be offered to faculty who have been granted tenure.

6. All contracts or contract addenda shall be returned to the President within two weeks after they have been issued.

7. Non-tenure contracts of reappointment shall adhere to the following:
   a. Contracts for persons in their first year of appointment shall be offered not later than March 1 of that year, or not later than three months before the expiration date of the current contract, whichever occurs first.
   b. Contracts for persons in their second and subsequent years of appointment shall be offered not later than February 15 of the current year, or not later than six months before the expiration date of the current contract, whichever occurs first.

8. Resignation by an employee shall be by mutual consent after due notice. Notice shall be given on or before April 15.

9. Notice of non-reappointment shall be applicable to non-tenure contracts and shall adhere to the following:
   a. Notice of intention not to reappoint, with an explanation, shall be given in writing.
b. To those with appointment for the academic year in their first year of appointment, notice shall be given not later than March 1, or not later than three months before the termination date of the current contract, whichever occurs first.

c. To those with appointment for the academic year and in their second year of appointment, notice shall be given not later than December 15, or not later than six months before the termination date of the current contract, whichever occurs first.

d. To those with appointment for the academic year and in their third or subsequent year of service, notice shall be given at least twelve months before the expiration date of the non-tenure contract.

Bylaw III. Dismissals and Non-Reappointment of Non-Tenured Faculty

A. Dismissals

“Dismissals” are defined as all terminations of appointment (1) at any time during the service of those having tenure, and (2) during the contract term of those without tenure. Dismissals may be for such cause as violations of contract, moral turpitude, incompetence, or financial exigency. Failure to renew the contract of a faculty member without tenure is not considered a dismissal.

Whenever cause for dismissal exists and effort of advice, aid, and warning by the administrative personnel concerned seem unsatisfactory in result, or when financial exigency exists and it is necessary to take some action looking toward possible dismissal of a faculty member, the Professional Relations Committee may be consulted by either administration or faculty member, without the requirement of the presence of the other party at the consultation. If either administration or faculty member wishes, that party may request an informal discussion of the case before the Committee with the other party present.

Dismissal will be preceded by a written statement of reasons, framed with reasonable particularity by the President or the President’s delegate. If a faculty member wishes to challenge dismissal, the Grievance Procedure (Bylaw IV) will apply, with the following additions:

1. in dealing with charges of incompetence, either party may request the testimony of other instructors and scholars, from this institution or from others.

2. the burden of proof that adequate cause exists rests with the institution.

B. Non-reappointment of Non-tenured Faculty

If a faculty member on probationary or other non-tenured appointment alleges that a decision not to reappoint him/her was:

1. violative of academic freedom,

2. violative of governing policies on making appointments without prejudice with respect to race, sex, religion, or national origin,

3. the result of inadequate consideration in terms of the relevant standards of the institution,
the Grievance Procedure (Bylaw IV) will apply, with the following additions:

1. the burden of proof shall rest with the faculty member,

2. if inadequate consideration is alleged, the Professional Relations Committee will not substitute its judgment on the merits for that of the institution. If the Committee believes that adequate consideration was not given to the faculty member, it will request reconsideration, indicating the respects in which it believes the consideration was inadequate.

**Bylaw IV. Grievance Procedure**

The Professional Relations Committee serves as a board of mediation and review to which problems of professional relations involving faculty may be brought by faculty, the administration, or students. Its function is to ensure that due process has been accorded. It has the power of advice and recommendation to faculty, the administration, or students. The Committee acts only at the initiative of a petitioner.

A. Consultation: The affected party may petition the Professional Relations Committee. The written petition should state the grievance and against whom it is directed, and should contain any factual or other data deemed pertinent to the case. The Committee will decide whether the facts merit a detailed investigation.

B. Informal Discussion: The petitioner or the other party may request an informal discussion of the case with the Committee. The Committee may seek to resolve the issue at this level in a way satisfactory to both parties.

C. Formal Hearing: If either party desires a formal hearing, the procedure is as follows:

1. Members of the Committee deeming themselves disqualified for bias or interest shall remove themselves from the case, either on their own initiative or at the request of the party. (The Committee will rule on the validity of such challenges for cause.) Each party will have one challenge without stated cause. Replacement members, if needed because of disqualification or challenge, will be chosen by lot from a replacement pool.

   (This pool will consist of those faculty members who were nominated for Professional Relations Committee on the first round of the Spring Elections.)

2. The hearing is private.

3. Both parties have furnished to them, ten days before the hearing, a written statement of the points of contention.

4. Both parties have the opportunity to be heard in their own case.

5. Both parties have the opportunity to confront and cross examine all witnesses. If the witnesses cannot appear but the Committee determines that the interests of justice require their testimony, the
Committee may continue the hearing to a later date when the witness can appear, may summon the witness to such continued hearing, or may obtain the desired testimony by deposition or interrogatories submitted by the parties.

6. Each party is permitted to have an advisor of his/her choosing.

7. A full stenographic record of the hearing is taken and made available to both parties. (The record will be kept on tape unless a party specifically requests a typewritten copy.)

8. The Committee’s judgment and recommendation, based solely on the hearing, will be given in writing to both parties.

9. The written copy of the Committee’s judgment and recommendation will be forwarded to the VPAA for further action if warranted.

10. Written copies of the Committee’s judgment and recommendation shall be placed in the files of both parties in the office of the VPAA.

(3/86 faculty approval; 4/86 Board of Trustees approval)

Bylaw V. Workload and Duties

A. The teaching load is conditioned by the nature of the assignment.

B. The teaching load or equivalents, such as administrative functions and basic research by a faculty member, shall be determined by the faculty member, his/her Department Chair, the Division Chair, and the VPAA.

C. Contractual duties of a faculty member are primarily in the areas of teaching or equivalent services to the University. As professional persons, members of the Faculty of Muskingum University accept many duties and obligations stated in the Code of Regulations, the Bylaws, and the Faculty Handbook.

Bylaw VI. Procedures and Standards for Promotion within Academic Ranks

A. The criteria for evaluation used for consideration of promotion are those delineated in 210. Evaluation. 4. Professional Performance Criteria, Muskingum University Academic Policy and Procedures.

B. Tenured and Tenure-track Faculty

(1) Procedure

The following procedure is used for evaluating tenured and tenure-track faculty:

(a) Department chairs are to submit their recommendation(s) to the division chair. (b) The chair transmits both the chair’s recommendation(s) as well as the chair’s own written recommendation to the Vice President for Academic Affairs. (c) These recommendations then are forwarded by the Vice
President for Academic Affairs to the Faculty Affairs Committee for its consideration and recommendation. (d) The Faculty Affairs Committee’s recommendation(s) are then forwarded to the Vice President for Academic Affairs and the President for consideration.

(2) Standards

The minimum standards for consideration for promotion of tenured and tenure-track faculty are as follows:

**To Associate Professor:** Completion of terminal degree; 5 years of service at the rank of Assistant Professor, at least 3 of which must be at Muskingum University, completed before consideration; 4 professional growth criteria while at the rank of Assistant Professor at Muskingum from 210.4.B, at least 2 of which must be from 210.4.B.2; teaching judged to be distinctive.

**To Professor:** Tenure; 5 years of service at the rank of Associate Professor, at least 3 of which must be at Muskingum University, completed before consideration; 4 additional professional growth criteria while Associate Professor at Muskingum University, from 210.4.B, at least 2 of which must be from 210.4.B.2; evidence of teaching excellence.

C. Limited Period Faculty

(1) Procedure

The following procedure is used for evaluating limited period faculty:

(a) Department chairs are to submit their written recommendation(s) to the division chair. (b) The chair submits both the chair’s recommendation(s) as well as the chair’s own written recommendation to the Vice President for Academic Affairs. (c) The Vice President for Academic Affairs will consult with the four division chairs (and with external constituencies as appropriate) and prepares a written recommendation summarizing the consultation. (d) The Vice President for Academic Affairs’ recommendation is then copied to the chairs and forwarded to the President for consideration.

(2) Standards

The minimum standards for consideration for promotion of limited period faculty are as follows:

**To Associate Professor:** Completion of terminal degree; 5 years of service at the rank of Assistant Professor, at least 3 of which must be at Muskingum University, completed before consideration; satisfaction of specific contractual agreements; 4 professional growth criteria while at the rank of Assistant Professor at Muskingum from 210.4.B; teaching judged to be distinctive.

**To Professor:** 5 years of service at the rank of Associate Professor, at least 3 of which must be at Muskingum University, completed before consideration; 4 additional professional growth criteria while Associate Professor at Muskingum University from 210.4.B, at least 2 of which must be from 210.4.B.2; evidence of teaching excellence.

D. The above procedures and standards for promotion become effective upon approval of the faculty and the Board of Trustees.

(Rev. 4/92, 9/09, 10/10)
Bylaw VII. Student’s Academic Freedom


A. Faculty members are responsible for outlining attendance regulations and grading policies to students at the beginning of each course.

B. After discussing a grade which he/she considers unjust with the teacher involved, a student may appeal it to the chair of the department and to the VPAA. Should one of the agents of appeal be the teacher involved, he/she would have no jurisdiction over the appeal.

C. The same line of appeal and omission of interested agents of appeal applies to disputes over alleged plagiarism or other cases of academic dishonesty. Plagiarism is the verbal, written, graphic, or three-dimensional presentation of borrowed material without citing its source. A student must cite a source for quotations, paraphrases, or borrowed ideas, models, information, or organization of material. If he/she is not sure whether something requires citation, he/she should see the professor involved. A department may also develop a more detailed definition of plagiarism. The maximum penalty for a first instance of academic dishonesty is failure in the course; for a second, expulsion from the University. Plagiarized work is filed in the office of the VPAA.

D. When a student, after exhausting other appeal procedures, still believes that unprofessional conduct on the part of a faculty member has taken place, the charge can be brought to the Professional Relations Committee. When this is done, the Grievance Procedure (Bylaw IV) will apply, with the following additions:

1. Either party may request the testimony of other instructors or students when it can be shown that these persons have access to facts that bear on the case.

2. The burden of proof shall rest with the student.
300 FACULTY RESPONSIBILITIES AND ACADEMIC FREEDOM

The University strives to hire, retain, and cultivate a faculty conspicuous for excellence in teaching in the liberal arts traditions, caring individual advising of students, continuing scholarship, and dedicated service to the programs of the University and in the broader community.

For the advancement of the learning program and to ensure the professionalism of the faculty, the University extends certain academic rights to the faculty and expects of the faculty both a range of responsibilities and adherence to standards of conduct in keeping with the mission of the institution. Furthermore, the University strives to create and sustain a community of scholarship that is civil, collegial, and orderly, one in which emphasis is placed on mutual respect for one another and in which consultation and communication among all constituencies prevail. While the VPAA is responsible for administrative oversight of academic programs and policies, it is understood that collaboration and consultation between the VPAA and the faculty are fundamental to proper governance and essential to the well-being of the learning community and to the spirit of cooperation that the University seeks to nurture.

310 Academic Freedom

The essence of academic freedom as set forth in the 1940 Statement of Principles on Academic Freedom is summarized below:

A. The teacher is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his/her other duties; but research for pecuniary return should be based on an understanding with the authorities of the institution.

B. The teacher is entitled to full freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitation of academic freedom because of religion or other aims of the institution should be stated clearly in writing at the time of the appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline; but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she 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 he/she is not speaking for the institution.
320 Professional and Ethical Standards of the Faculty

In recognition of the special relationship faculty have with students, the faculty accepts that they are held to high professional and ethical standards, which are affirmed by the following beliefs:

A. Trust, respect for others, and personal dignity in the process of education.

B. The association of the faculty member and student in the pursuit of intellectual goals under conditions which enhance the spirit of each person.

C. Sobriety in personal conduct and honesty in all transactions.

330 Departmental, Divisional, and Institutional Responsibilities of Faculty

A. At the departmental level, faculty members:
   1. Participate fully in the academic business of their departments.
   2. Hold regular office hours, minimally five per week.

B. At the divisional level, faculty members:
   1. Participate fully in the business of their divisions.
   2. Attend divisional meetings.

C. At the institutional level, faculty members:
   1. Attend faculty meetings.
   2. Advise students on academic matters.
   3. Fulfill assigned committee responsibilities.
   4. Participate in academic processions.

340 Outside Employment

Full-time faculty members are obligated by contract to give primary attention to their professional duties as understood by the University.

Intent by a full-time faculty member to accept or continue any off-campus teaching or non-teaching employment during the term of service of the academic year (cf. Bylaw II.2) must be discussed in advance with and approved by the VPAA in writing.
350 Teaching Duties and Collateral Responsibilities and the VPAA’s Role in Administering the Academic Program

In all matters pertaining to the performance of teaching duties and other faculty responsibilities, the faculty member is a professional guided by his or her own experience and understanding, the institution’s policies and procedures, the advice of the respective departmental chair and divisional chair and other colleagues, and the direction of the VPAA.

The VPAA supervises the recruitment of new faculty and the renewal of all faculty appointments and has the basic responsibility granted by the President for the administration of the academic program and for the encouragement of faculty professional growth and teaching effectiveness. In carrying out all such matters, the VPAA consults as appropriate (with committees and councils; chairs, chairs, and other offices; individual faculty members; or the faculty assembly or other such entities, as the case may be) and seeks to provide timely communication. Conversely, commitment to collaborative effort and collegiality, timely submittal of required reports, and compliance with stated academic and administrative policies and procedures are responsibilities of the faculty member. In short, the University community strives to be a cooperative enterprise while inviting and respecting debate and diversity and carrying out its mission in the context of its organizational structure and defined principles of governance.
400 COMPENSATION

Compensation, benefits, and support for professional development are viewed by the University as important aspects of maintaining a quality faculty to carry out the University’s mission. Therefore, in the University’s allocation of resources high consideration is given to providing competitive salaries and benefits as well as funds and programs to assist with professional growth in teaching and scholarship.

The following sections of this document contain the University’s current policy with regard to furnishing compensation, including benefits for full-time, eligible faculty. When the University is considering a change in any of its benefit policies, except in extraordinary circumstances (see note below), it first will give the appropriate University committee 60 days’ prior notice within the term of service of the academic year of such proposed change, during which period appropriate members of the administration shall be available to meet with the Committee in order to discuss the proposed change(s) if the Committee so requests. Such meetings will be scheduled at times mutually convenient to the Committee and the appropriate administrator(s). If no mutually convenient meetings can be arranged during the 60 days’ notice period, the University will defer the anticipated change for up to an additional 30 days (or such shorter time as does accommodate a mutually convenient meeting) unless to do so would jeopardize the University’s financial interests in connection with the contemplated change.

Note: “Extraordinary circumstances” means situations which are not reasonably foreseeable in sufficient time to invoke the full 60 days’ consultative notice period and which will have substantial adverse effect on the University (financial or otherwise) if the proposed change is not implemented on an expedited basis. Consultation will still be attempted, but the available time period may be truncated due to the circumstance. Examples of circumstances which could constitute “extraordinary circumstances” would be deadlines imposed by newly enacted laws or regulations, or the pendency of a bona fide state of financial exigency for the University. The decision as to whether “extraordinary circumstances” exist in connection with any particular situation shall be made by the University’s Board of Trustees.

410 Salary

Consistent with its goal of preserving and strengthening the academic heritage and standing of the institution, the University’s ongoing objective is to provide a faculty salary level which is competitive among comparable private institutions of higher education.

420 Fringe Benefits

In addition to federally mandated employer contributions to Social Security taxes and Workers’ Compensation and absent any change(s) per established protocol (as defined above), the fringe benefits summarized below and itemized as an addendum to the annual appointment letter will be effective through the current academic year:

1. Group Health Insurance

Participation in group comprehensive major medical health insurance is at the option of the employee. The University will share the cost of the employee’s individual or family coverage as established
during the year by separate memo. The employee’s share will be through payroll deduction according to the current schedule or, upon the employee’s choice, can be tax-sheltered under the limits of a wage reduction option. Upon leaving employment, an eligible employee’s rights to health insurance may be continued according to COBRA rights. At retirement and upon meeting all eligibility requirements, faculty and administrative employees hired after September 1, 1995, may continue on the plan by paying the cost of the plan. Eligible faculty and administrative employees hired prior to September 1, 1995, follow the Post-Retirement Health Insurance Benefit Policy.

Participation in flexible tax exempted reimbursement accounts up to $2,000 for health care expenses for dependents and up to $5,000 for child care expenses is at the option of the employee.

2. **TIAA/CREF Retirement Plan**

The University will pay 9% of the annual base salary to the TIAA/CREF retirement plan, after one year of service. The employee will contribute a minimum of 5% of the annual base salary to the same plan. The employee’s contribution will be deducted from payroll and upon the employee’s choice can be tax-sheltered under the limits of a wage reduction option. (The year of service requirement is waived for those already actively participating in TIAA/CREF or a 403(b) plan immediately prior to employment at Muskingum University.)

Participation is voluntary immediately upon employment (without a University contribution) and mandatory after one year of employment and the attainment of age twenty-five, whichever occurs later.

The employee may voluntarily tax defer additional amounts into a Supplemental Retirement Annuity subject to IRS limits. A loan provision is available through the SRA using such accumulations as collateral.

3. **Travel Accident Insurance**

Travel accident insurance which provides up to $100,000 of coverage in the event death or dismemberment occurs accidentally while traveling on off-campus University related business. The entire premium cost will be paid by the University. (Rev. 1/94)

4. **Group Long-Term Disability**

Participation in group long-term disability insurance after one full year of employment whereby the university will pay the entire premium cost. (The year of service requirement is waived for those already actively participating in a qualified group disability insurance plan immediately prior to employment at Muskingum University.)

5. **Group Accidental Death and Dismemberment**

Participation in group life and accidental death and dismemberment insurance with a face value of one-half of annual salary of $5,000, whichever is greater, up to a maximum of $40,000. The entire premium cost will be paid by the University. Conversion provisions are provided.

6. **Group Dental Insurance**

Participation in group dental insurance is at the option of the employee. The University will share the cost of the employee’s individual or family coverage as established during the year by separate memo. The employee’s share will be through payroll deduction according to the current schedule or
upon the employee’s choice can be tax sheltered under the limits of a wage reduction option. Upon leaving employment, an eligible employee’s rights to dental insurance may be continued to COBRA rights.

7. **Tuition Remission**

Tuition remission is extended to a student who is an employee’s dependent as defined by the Internal Revenue Service. It is limited to undergraduate study. Tuition remission will not be extended for Independent and Directed Study, auditing of courses, or summer school.

Children of full-time faculty and administrative staff who attend Muskingum University are granted tuition remission for either 8 semesters or for a number of attempted credit hours up to the number of credit hours required for graduation. Children of full-time faculty and administrative staff, if they attend another college, receive 8 semesters or an amount up to, but not to exceed, the tuition at Muskingum, providing this amount is not more than the tuition at the other institution. (See the following amendments.)

**Amendment 1.**
The tuition remission policy is amended to limit the payment of tuition to another college to $900 per academic year for children of faculty or administrative staff employed after September 1968.

**Amendment 2.**
The tuition remission policy is further amended to exclude payment of tuition to another college for children of faculty or administrative staff employed after September 1972.

Effective with the beginning of the 1979-80 school year, faculty and administrative staff members eligible for portable tuition who elect to send their children to Muskingum University rather than another college elsewhere are eligible for an additional benefit as follows:

For faculty and administrative staff members hired before September 1968, and eligible for a portable tuition equal to the current tuition at Muskingum, the University will provide a scholarship covering tuition, most fees, room and board. The only items not covered will be PLUS Program fee, books, spending money, and the refundable room damage deposit.

For faculty and administrative staff members hired after September 1968, and eligible for $900 portable tuition benefit, the University will provide scholarship of full tuition plus a $900 benefit to be applied to room and board charges (in that order).

In both cases above room and board must be taken in a Muskingum University operated dormitory and/or dining hall. Also in both cases the 8 semester limit will apply to all benefits except the actual tuition charge which may be subject to the semester or credit hour limit.

The education benefits available to children of faculty and administrators hired after September 1972 are not affected by the above plans.

If a full-time faculty or administrative staff member with at least four full years of service dies, retires (as defined by Muskingum’s health insurance benefits policy adopted in October of 1995), or suffers total disability (as defined by the Muskingum University disability program), tuition remission and room/board eligibilities as set forth above will be extended to his/her children. Full-time faculty or administrative staff with fewer than four years of full-time service are credited with tuition remission at the rate of one year of eligibility per child for each full year of service. None of these benefits,
however, shall be portable. All eligibilities, in short, shall be restricted to Muskingum University.
(Faculty approval 12/83)

If a student eligible for tuition remission is entitled to a tuition scholarship or other tuition financial aid from other sources, it is expected that these will be used prior to the resources of Muskingum University.

The Ohio Instructional Grant (OIG) is tuition financial aid. Therefore, if a student is eligible for both tuition remission and the OIG, it is understood that the University will: (1) apply the OIG to eligible fees (activity, health, etc.), (2) apply remaining OIG to tuition, and (3) meet the balance of tuition due with tuition remission.

If a change in the student’s status occurs while tuition remission is being granted, these limitations will be effective the next academic registration.

There is no tuition remission for summer school. If, however, a student attends summer school and obtains his/her bachelor’s degree in less than four years (eight semesters), he/she then can receive tuition remission in an amount equal to the total of four years at Muskingum, but not more than his/her out-of-pocket expense.

Spouses of full-time faculty and administrative staff are granted tuition remission if they attend Muskingum University. This is given without limitation of calendar time or load to spouses who do not hold a bachelor’s degree. Tuition remission will be granted for courses taken for credit by spouses holding degrees, subject to the following conditions: (1) one course per semester and (2) provided that space is available after all full-time students have completed registration for a given semester.

Spouses must go through the admissions and registration procedures for all courses including auditing of courses. A spouse’s enrollment in courses is not counted towards meeting a minimum class enrollment.

8. Tuition Exchange

Tuition Exchange Opportunities for the children of Muskingum faculty and staff exist under three separate programs. In each case acceptance to the host institution is determined on an individual basis and eligibility must be recertified each year.

A brief description of each program follows and additional information can be obtained from the Admission Office.

A. Council of Independent Colleges (CIC) Tuition Exchange Program

The stated purposes of the CIC Tuition Exchange Program are to encourage students from employee families of CIC colleges to attend CIC colleges and to assist families in meeting the partial cost of college attendance.

Major components of the program:

1. Students admitted and approved by a participating institution enroll tuition free. Students are responsible for all non-tuition charges—board, fees, and room.
2. Applicants are required to submit financial aid awards to the host institution. The Ohio Choice grant and OIG will be applied toward the student’s tuition, and thus deducted from the amount of the CIC benefit.

3. No more than one student per year from Muskingum may attend the same institution under this program.

4. Students apply directly to the participating institutions. Program participation forms are available in the Admission office.

5. Students will be notified of their acceptance into the program following favorable action on their application for admission.

6. Sons and daughters of all college employees are eligible for participation.

7. Tuition remission is renewable for up to three additional years.

Approximately 121 colleges are included in the CIC Tuition Exchange Program. A list of participating colleges is available from the Admission or Human Resources office.

B. Tuition Exchange (TE) Scholarship Program

Muskingum is a member the TE Program, which includes approximately 250 member colleges and universities.

At this time, the children of Muskingum’s faculty and staff are limited to 2 years of eligibility at the host institution due to a deficit import situation. For this reason we are also restricted in the number of students we can export.

Interested students should apply for Admission to TE member schools at least 9 months before the projected date of matriculation. Additional information is available in the Admission office.

C. Association of Presbyterian Colleges & Universities Tuition Exchange Program

Approximately 52 colleges and universities are included in the tuition exchange program.

When contacting the Admission office of the prospective host institution, the student applicant should make it clear that admission is being sought under the Tuition Exchange Agreement and present a letter from the president of his/her home institution certifying eligibility on the terms described in the leaflet available in Admission office.

Host institutions reserve the right to limit the number coming from other institutions.

Financial aid must be applied to the cost of tuition at the host institution.
430 Professional Development

Because the University is committed to the professional development of its faculty, it provides ongoing encouragement and support for faculty growth through a program encompassing subsidy for sabbatical and other special leaves designed to advance teaching and scholarship; professional travel, participation in conferences, memberships in professional organizations, and journal subscriptions; grants for research, scholarship, graduate study, enhancement of teaching, and curriculum development; and opportunities for faculty exchanges.
500 RETIREMENT

510 Emeritus Professor Status

1. The title Emeritus shall be understood to mean “Deserved.”

2. In general, the title should be limited to faculty members holding the title of Professor or Associate Professor at the time of retirement.

3. Requirements for granting the title shall be: (a) possession of tenure at the time of retirement or eight years of active service at Muskingum University; (b) distinguished contribution to Muskingum University.

4. The qualifications of each person shall be considered upon an individual basis by the Faculty Affairs Committee, which will thereupon make a suitable recommendation to the President of the University through the VPAA.

5. The newly designated Emeritus Professor(s) will be honored at the Commencement Program in the year of retirement.

520 Retiree Status

Upon retirement from active full-time employment with the University, the retiring faculty member will be provided by the University a document describing the uniform retirement benefits for which he or she is eligible. The administration shall furnish to the faculty, through its Executive Secretary, before the second regularly scheduled faculty meeting of each academic year, a document describing the current uniform retirement benefits being offered by the University to faculty retirees during such academic year. Before any substantial change in the uniform retirement benefits offered during this academic year is effected, the proposed change(s) will be brought to the appropriate University committee in advance for consideration as elsewhere indicated.
600 LIMITED PERIOD CONTRACTS

It is the University’s intent to use limited period contracts with discretion so as not markedly to alter the dominant proportion of tenure-track faculty contracts (i.e. probationary and tenure contracts). Reasonable usage would include replacements of faculty on leave and for special lectureships and residencies, for new programs being undertaken, for vacancies arising late in the academic year or during summer, for existing programs when they appear to be losing viability, when the percentage of tenured faculty in an area in which there is an opening for consideration is regarded as a serious limitation to institutional flexibility, and when changes in demographics or fluctuations in enrollment warrant caution.

The VPAA will consult with the respective department chairs and division chairs in determining the nature of the search to be undertaken and the kind of contract to be issued. Also, at the start of each year the VPAA will report to the Faculty Affairs Committee and the Professional Development Committee the number and kind of contracts in force for that academic year.
700  PROCESS FOR CHANGING SECTIONS 300, 500, AND 600

When the University is considering any change in current policy relating to faculty responsibilities and academic freedom, retirement, or limited period contracts, except in extraordinary circumstances (as defined in the Note in Section 400), it will first give the appropriate faculty committee 60 days’ prior notice within the term of service of the academic year of such proposed change during which period appropriate members of the administration shall be available to meet with the Committee in order to discuss the proposed change(s) if the Committee so requests. Such meetings will be scheduled at times mutually convenient to the Committee and the appropriate administrators. If no mutually convenient meetings can be arranged during the 60 days’ notice period, the University will defer the anticipated change for up to an additional 30 days (or such shorter time as does accommodate a mutually convenient meeting) unless to do so would jeopardize the University’s financial interests in connection with the contemplated change.