

## **MERITUS SCHOOL OF OSTEOPATHIC MEDICINE**

### **Element 7.8: Faculty Term of Appointment, Responsibilities, Evaluation and Remediation, Terms of Dismissal and Due Process**

#### **Recruitment and Initial Appointment**

Recruitment of faculty shall be conducted in full compliance with all Meritus School of Osteopathic Medicine (MSOM) policies related to hiring, diversity, and other applicable statutory laws and regulations. All recruitment will be done in conjunction with the Department of Team Member Services (TMS) and MSOM's Dean's Office.

Recruitment of new faculty members is the responsibility of the dean working in conjunction with the supervisor in the area/department where the vacancy exists. Recruitment of faculty shall be coordinated by the appropriate supervisor with assistance from faculty and TMS. Requests for filling faculty vacancies must designate the requested rank and salary range.

After completion of interviews, review of references, licensure and background check, the appropriate supervisor shall forward his/her nomination(s) for hire with the proposed academic rank to the dean. The dean should request the promotion committee to review the proposed academic rank. The promotion Committee is responsible for ensuring that the rank aligns with MSOM/TMS policies, the candidate's qualifications, and standards within the field. The final approval of the candidate and their rank rests with the dean, after considering the committee's recommendation.

#### **Faculty Contracts and Evaluation**

MSOM is committed to fostering academic excellence through the stability and productivity of our academic programs. This is achieved by establishing a long-term, mutual commitment between MSOM and its faculty members. Continuing multiyear contracts are a cornerstone of this commitment, serving to recognize and value faculty contributions, and providing stability for faculty dedicated to fulfilling the MSOM mission. These contracts also enhance MSOM's ability to attract and retain top-tier educators and scholars as full-time faculty members...

1: **Applicability.** These policies apply to all individuals holding a full-time faculty appointment at MSOM (0.75 FTE and above), including those with portions of their roles dedicated to administrative duties. The policies do not extend to individuals with full-time administrative appointments, those in grant-generated positions, or faculty members at the rank of "instructor."

2. **Initial Contract Terms.** Upon initial hire, full-time faculty at MSOM are provided contracts containing an end date. Salary and startup packages will be negotiated with the dean(s) and the candidate's supervisor(s)/department chair(s) before the offer is finalized. Contracts for full-time assistant professors, associate professors, and professors will initially be three years in length.

3. **Contract Renewal Process.** Upon the conclusion of the initial three-year term, faculty contracts are eligible for renewal for an additional three-year term, contingent upon satisfactory performance reviews. This renewal process can continue indefinitely, based on continuous satisfactory performance evaluations.

4. **Review and Notification Process.** Faculty members receive at least twelve months' written notice regarding renewal or non-renewal of their contracts. Each faculty member is formally reviewed annually by his/her supervisor by March 15<sup>th</sup> of each contractual year. If a supervisor believes a remediation plan is warranted, s/he must provide a proposed remediation plan in writing to the faculty member, also by March 15<sup>th</sup>. The supervisor's review will be in writing and must be signed and dated by the supervisor indicating the evaluation has been discussed with the faculty member, and by the faculty member indicating the evaluation has been discussed with him/her.

If at the end of the any contract year the supervisor's evaluation determines the faculty member's performance is unsatisfactory, the faculty member must be given a reason explaining the supervisor's evaluation. Deficiencies and reasons for non-renewal must be documented in writing in the signed faculty evaluation. By March 15<sup>th</sup> of the contractual year, the supervisor must provide the faculty member in writing a proposed remediation plan to remedy noted deficiencies that must be completed prior to the next annual evaluation. The faculty member must be provided with the necessary support and resources to reasonably accomplish the remediation plan prior to the next evaluation. The faculty member will continue working under his/her current contract.

**5. 90-Day Notice and Immediate Termination.** If a faculty member's performance/conduct is identified as poor and the dean, in consultation with the president, determines that there is no reasonable prospect for remediation or improvement, or the faculty member fails to remediate, a 90-day notice for contract termination may be issued. This decision is reserved for cases where severe performance or conduct issues exist, and it is assessed that improvement is unlikely or does not occur.

For extremely severe cases, immediate termination of the contract is possible. Such decisions, made by the dean in conjunction with the president, are reserved for situations requiring urgent action, such as gross misconduct or serious legal violations.

### **Appeals Process**

The faculty member may appeal the merits of any supervisor evaluation and/or remediation plan following the appeal process described below. If the appeal is successful, the faculty member's current contract will be maintained, and upon its expiration, the faculty member will be eligible for a standard contract renewal for an additional three-year term.. However, if the appeal is unsuccessful, the notice of non-renewal will remain in effect, or a notice of non-renewal will be issued as appropriate. Consequently, the faculty member's contract will not be renewed upon its expiration. The current contract will remain valid and in force until its expiration date, unless terminated earlier as provided herein and/or in the contract.

The faculty member must exercise his/her right to appeal in writing within 10 business days after receiving the written evaluation and/or remediation plan. Pathways for faculty appeals are as follows:

**1. Immediate Termination or 90-Day Notice Period Appeals.** In cases warranting immediate termination or a 90-day notice period, the faculty member may appeal directly to the dean and president, who are the decision-makers in these situations. The appeal process in such cases is limited to a review by these senior administrators only. The dean, in consultation with the president, may decide on immediate termination for extremely severe cases (such as gross misconduct or serious legal violations) or a 90-day notice if there is no reasonable prospect for remediation, improvement, or if remediation efforts fail. The decision of the dean and president in these matters is final.

**2. Non-Renewal Appeals.** For decisions regarding the non-renewal of contracts, the faculty member has the option of appealing to a peer review panel chosen by the faculty council chair that will consist of three full-time faculty (at least one with the same rank or higher). Based upon merits of the appeal, the peer review panel may either agree or disagree with the supervisor's evaluation or remediation plan. Panel recommendation (with rationale) will be passed along to the respective dean. The dean will consider merits of the appeal and panel recommendation and may either support or change the supervisor's evaluation and/or remediation plan. The decision of a dean may be appealed in writing to the President/CEO who will review all pertinent material and whose decision in this matter is final.

### **Reasons for Non-renewal of Faculty Contracts**

Faculty contracts at MSOM clearly outline performance expectations for each faculty member. It is mandatory for the faculty member's supervisor to provide a written annual evaluation of the faculty member's performance. If deficiencies are identified, they must be documented and supported with appropriate evidence. The following reasons may lead to the non-renewal of a three-year faculty contract, though this list is not exhaustive and other significant reasons may be considered valid grounds for non-renewal:

1. Voluntary resignation or retirement by the faculty member;
2. Failure to perform duties generally associated with the faculty member's current academic rank as assigned by his/her supervisor(s);
3. Incompetence in fulfilling reasonable professional expectations for his/her given field of training. The term "incompetence" refers to failure, after relevant, targeted developmental opportunities and support have been provided to:
  - a. perform required faculty duties as described in faculty member's contract and appointment letter; or
  - b. meet relevant department(s)/program(s) written standards and criteria for acceptable faculty performance; or
  - c. meet expectations associated with faculty member's specific assignment within his/her department(s)/program(s) as delineated in his/her appointment letter or other written agreement with the faculty member.
4. Faculty member is unable to perform essential functions of his/her position with or without reasonable accommodations.
5. Unethical behavior and/or misconduct. .
6. Fiscal exigency. Fiscal exigency occurs when a significant gap between expected revenue and expenses can be projected for an extended fiscal period which would lead to a deleterious impact on the operations of the organization or an academic unit. Should fiscal exigency exist, there should be transparent communication from the dean to all stakeholders outlining the financial situation and what program, administrative, and faculty reductions are planned. This communication should take place at least one year prior to the annual contract renewal period.

While these reasons are among the most common grounds for the non-renewal of faculty contracts, other significant reasons, aligned with the policies and values of MSOM, may also be considered. Decisions on contract non-renewal will be made with careful consideration of the specific circumstances and in accordance with MSOM's commitment to fairness and the highest professional standards.

### **Conditions for 90-Day Notice of Termination**

At MSOM, a 90-day notice period for contract termination is instituted under certain conditions where the faculty member's performance or conduct is problematic, but the circumstances do not necessitate immediate termination. This notice period is intended to provide a structured transition period for both the faculty member and the institution. The following are scenarios that may lead to the issuance of a 90-day notice for contract termination:

1. **Severe Performance Issues:** When a faculty member consistently fails to meet performance expectations, despite having been given opportunities for improvement and remediation.
2. **Significant Conduct Concerns:** Behavior that significantly violates professional conduct or ethical standards but does not rise to the level of gross misconduct warranting immediate termination.
3. **Persistent Non-compliance with Institutional Policies:** Ongoing disregard for or violation of institutional policies or procedures, after prior warnings and interventions.
4. **Substantial Decline in Professional Contributions:** A marked and sustained decrease in the quality or quantity of the faculty member's academic or professional contributions, such as teaching, research, or service.
5. **Failure to Remediate:** In cases where a remediation plan has been put in place due to previous concerns, a 90-day notice may be issued if there is no satisfactory progress or completion of the remediation plan.

The decision to issue a 90-day notice is made by the dean in consultation with the president, particularly in cases where it is determined that there is no reasonable prospect for remediation or improvement. The faculty member will be notified in writing of the decision to terminate their contract with a 90-day notice period. This notification must site reasons leading to the decision. The notification will be issued by either the faculty member's supervisor, dean, or president. The faculty member has the right to appeal the decision. The appeal must be made in accordance with the Appeals Process, which allows for review by senior administration. The faculty member must file the appeal within 10 business days of receiving the 90-day notice. During the 90-day notice period, the faculty member will continue to fulfill their duties unless otherwise directed, and they will continue to receive their regular salary. This process ensures that decisions regarding the 90-day notice are made with careful consideration, transparency, and respect for the rights of the faculty member, while also safeguarding the interests and standards of MSOM.

## **Conditions for Immediate Termination**

Immediate termination of a faculty member at MSOM is a serious action taken under specific circumstances with the support of the dean and president. In such cases, the faculty member is terminated without the requirement of advance notice, and the termination becomes effective immediately upon notification. Instances that may result in immediate termination of a faculty member include:

1. Conviction of a felony;
2. Gross misconduct: Involvement in severe violations of professional conduct or ethical standards.;
3. Refusal to perform reasonably assigned contractual duties;
4. Displaying a pattern of breaking or disregarding general orders; and/or
5. Threat to the safety of others.

In ALL cases of immediate termination, the faculty member must be sent within five (5) business days at his/her last known personal email address a written notification of his/her termination from at least one of the following: his/her supervisor, his/her dean, or president. Notification MUST clearly state at least one reason for termination. The faculty member may appeal the termination to senior administration as detailed in Appeals Process above. The faculty member will continue to be paid during the appeal process. The appeal must be filed within 10 business days after written notification is sent by email to his/her last known electronic address.

## **MERITUS SCHOOL OF OSTEOPATHIC MEDICINE**

### **Element 7.8: Faculty Lines of Communication**

At MSOM, a faculty member is appointed to serve in a Department. The lines of communication for each faculty member are as follows:

1. Department Chair
2. Assistant or Associate Dean over the Department
3. MSOM Dean
4. President/CEO

Should a faculty member continue to have concerns that are not resolved through these lines of communication, the faculty member may discuss issues and concerns with the faculty council.

## MERITUS SCHOOL OF OSTEOPATHIC MEDICINE

### Element 7.8: Faculty Responsibilities

Faculty shall be divided into the following classifications:

Full-time faculty

Part-time faculty

Adjunct faculty

#### *Full Time and Part-time Faculty*

Full-time and part-time faculty are those persons whose primary function within is academic and who have a substantial responsibility to a specific area within a school. Full-time and part-time faculty status may only be granted to persons who will possess an academic rank and whose qualifications and primary functions within the school/college include teaching, research/scholarly activity, and professional service. Full-time faculty are faculty who have at least a .75 FTE appointment (30 or more hours per week).

Teaching includes such activities as:

- Student, trainee, and peer education

- Course or course materials development

- Presentation of enrichment programs (e.g., faculty / staff development programming, continuing education courses, and public outreach)

- Scholarly activity training and mentorship

- Clinical teaching and mentorship

- Administrative teaching leadership role

Scholarly Activity is defined to be "a creative work that is peer reviewed and publicly disseminated." The following forms of scholarship are *all* considered important to the mission of MSOM and may be used as faculty member demonstrations of productivity in scholarship (Boyer, 1990, O'Meara & Rice, 2005):

- Scholarship of Teaching and Learning

- Scholarship of Discovery

- Scholarship of Practice

- Scholarship of Engagement

- Scholarship of Integration

Professional service specifically refers to contributions made to the academic mission of MSOM, and may include but is not limited to the following:

- Committee membership

- Recruitment, screening, or interviewing of applicants for admission

- Professional association membership and contributions

- Attendance at faculty meetings and formal MSOM events

- Use of expertise to benefit the mission of MSOM at the local, state, or national level

- Administrative tasks as assigned.

Full-time and part-time faculty positions shall not be granted to those who only incidentally contribute to instruction in the course of performing other functions. All individuals granted full-



time or part-time faculty status shall have a written contract which specifies duties, supervisor, salary, and fringe benefits.

Full-time and part-time faculty responsibilities may include administrative duties as determined by the faculty member's supervisor.

## MERITUS SCHOOL OF OSTEOPATHIC MEDICINE

### Element 7.8: Faculty Criteria for Promotion

Faculty shall be appointed to one of the following academic ranks:

1. Full-time faculty (also applies to part-time faculty)
  - o Professor
  - o Associate professor
  - o Assistant professor
  - o Instructor
  
2. Adjunct faculty
  - o Adjunct professor
  - o Adjunct associate professor
  - o Adjunct assistant professor
  - o Adjunct instructor

### Faculty Promotion Guidelines

MSOM faculty members are encouraged to seek promotion in rank; however, if they are not awarded promotion, the faculty member is encouraged to remain at his/her current rank in a productive relationship with the school. It is a goal of MSOM to have faculty members productive in teaching, scholarship, and service. Productivity is assessed in cooperation with each faculty member's department chair/academic administrator and leads to progress in accomplishing MSOM's mission.

MSOM wants all faculty members to be active in scholarship. Productivity in this area will be assessed by each faculty member's department chair/academic administrator and noted on annual evaluations of faculty activity. As defined in this guideline, faculty members may demonstrate scholarly productivity in a variety of ways. Faculty members seeking promotion should be productive in at least one form of scholarship. Faculty scholarship must lead to progress in accomplishing MSOM's mission to be considered in promotion.

MSOM's faculty members demonstrate scholarship by involvement and reputation in the larger community of scholars. These scholarly communities may be local, regional, national, or international. As faculty members are promoted, MSOM anticipates faculty members will be involved with scholarly communities having influence over larger and larger communities of scholars (e.g., assistant professor – community to state influence; associate professor – regional to national influence; professor – national to international influence).

Teaching and professional and public service are important means of accomplishing MSOM's mission. Productivity in these areas will be assessed by each faculty member's department chair/ academic administrator and noted on annual evaluations of faculty activity.

#### **Definitions of faculty scholarship:**

There are several forms of scholarship (Boyer, 1990, O'Meara & Rice, 2005). The following forms of scholarship are *all* considered important to the mission of MSOM and *should* aid faculty members in demonstrating productivity in scholarship and in gaining promotion in faculty rank: Scholarship of Teaching and Learning, Scholarship of Discovery, Scholarship of Practice,

Scholarship of Engagement, and Scholarship of Integration (Boyer, 1990, O'Meara & Rice, 2005).

The following scholarship definitions should guide each faculty member and his/her department chair/ academic administrator in assessing productivity in scholarly activities. There is an abundance of overlap among forms of scholarship (Boyer, 1990, O'Meara & Rice, 2005). These definitions are intended to help faculty members determine how they participate in scholarly activities at MSOM.

**Scholarship of Teaching and Learning:** the systematic study of teaching and learning processes including the public sharing of findings and the opportunity for application, utilization, and evaluation by others.

**Scholarship of Discovery:** original research that advances knowledge. This includes scientific investigations that are shared publicly and provide others with the opportunity to apply, use, and evaluate the findings.

**Scholarship of Practice (Application):** includes all aspects of healthcare delivery.

Scholarship in this area should include evidence of direct effect in solving healthcare problems or in defining the health problems of a community. This evidence should also be shared publicly and provide others with the opportunity to apply, use, and evaluate the findings.

**Scholarship of Engagement:** a faculty member may be doing research, teaching, and/or professional or public service in partnership with a community organization. This research, teaching, and service should also be shared publicly and provide others with the opportunity to apply, use, and evaluate the findings.

**Scholarship of Integration** includes writings and other products using concepts and original works from two or more disciplines to create new patterns, place knowledge in a larger context, or illuminate data from varied disciplines in a more meaningful way. The scholarship of integration emphasizes the interconnection of ideas and brings new insights to concepts and research. These writings or products should also be shared publicly and provide others with the opportunity to apply, use, and evaluate the concepts presented in the writings and/or products that have been developed.

### **Promotion in academic rank**

Recommendations for promotion in academic rank shall be submitted once per academic year at the time designated by the dean and in response to the annual call for such recommendations by the chair of the school's Promotion Committee.

Recommendations for promotion of a faculty member to a new academic rank shall be initiated by the faculty member through his/her department chair/academic administrator. The faculty member should initiate these discussions in the fall prior to submitting a complete portfolio to the department chair/ academic administrator for a preliminary review. The department chair/academic administrator may indicate to the faculty member, in writing, that the portfolio is insufficient for consideration at this point in time and offer suggestions for strengthening the portfolio for submission at a later date. If the department chair/academic administrator feels the portfolio should be considered by the school's Promotion Committee, the portfolio, along with a formal recommendation from the department chair/ academic administrator shall be transmitted to the chair of the school's Promotion Committee. It is important to note the school's Promotion

Committee is advisory to the dean. Final decisions for promotion are made by the MSOM President.

A faculty member seeking promotion in academic rank assumes responsibility for preparing a detailed portfolio summarizing and documenting professional credentials, academic accomplishments, scholarly activity, and professional service. After consultation with the faculty member's department chair/ academic administrator, the completed portfolio, with a cover letter formally requesting consideration for promotion (specifying the academic rank sought) must be submitted to the Promotion Committee. The applicant's portfolio should include, if applicable, but is not limited to: a current copy of the faculty member's resume or curriculum vitae; teaching responsibilities (lecture, lab, small group, advising, mentoring, preceptor teaching, etc.); teaching evaluations; awards; honors; sample publications; listings of presentations; committee service; supervisory activities; evaluations of the individual's supervisory activities (e.g., student advising including chairing master's and doctoral committees); and contact information for external referees.

Upon receipt of a portfolio and recommendation from the department chair/academic administrator, the chair of the Promotion Committee shall make available all submitted material to all members of the Promotion Committee. Upon receipt of a portfolio from the Promotion Committee chair, all representatives on the committee shall review the submitted material. The committee chair must convene a meeting of the committee within the fourth week following receipt of the promotion portfolio(s) for the purpose of discussing each faculty member and making a recommendation for or against promotion. The committee shall cast a confidential ballot that shall be tallied by the chair of the committee. The chair will prepare a report including the total committee vote and recommendation for or against promotion. This report will be circulated to all committee members for approval prior to transmission of the report and complete portfolio to the dean.

In the case of either a positive or negative promotion recommendation, Promotion Committee members *may* wish to include a *dissenting/minority report* as part of the Promotion Committee report. Decisions regarding promotion should be rendered by the Promotion Committee and sent to the dean.

If a simple majority of the Promotion Committee feels a positive promotion recommendation should be made, such recommendation shall be forwarded to the dean. If the dean *agrees* with the Promotion Committee's recommendation, s/he will communicate his/her decision to promote the faculty member to the President/CEO. If the dean *disagrees* with the Promotion Committee's decision to promote, the dean's decision to *not* promote the faculty member, along with his/her reasons to *not* promote, will be sent to the faculty member's department chair/academic administrator and to the faculty member. A negative decision is made without prejudice. If a simple majority of the committee feels the faculty member should *not* be recommended for promotion, the Promotion Committee shall prepare a report of such recommendation and shall forward the report to the dean. If the dean *agrees* with the Promotion Committee, the dean's denial of promotion of the faculty member, along with reasons for denial, will be sent to the faculty member's department chair/academic administrator and to the faculty member. A negative decision is made without prejudice. If the dean disagrees with the Promotion Committee's recommendation to not promote, the dean will communicate the decision to promote the faculty member to the faculty member's department

chair/ academic administrator, the faculty member, and the President/CEO. In the case of a negative dean's decision, a report must include the rationale for the negative decision and include suggestions to help strengthen the faculty member's portfolio in the future.

The faculty member may wish to appeal the dean's decision to *not* promote to the President/CEO. Any appeal by a faculty member must be made within 15 working days of receipt of a negative decision from the dean. All portfolio and recommendation reports shall be forwarded to the President/CEO for use in rendering a decision. The President's appellate decision is *final* and without grievance or appeal. A negative decision is made without prejudice.

Promotions approved by the president take effect July 1 of any given year. The criteria for promotion in academic rank are generally contained in the broad categories of teaching, scholarly activities, and professional and public service. Promotion in academic rank usually requires demonstration of superior achievement in at least two of the three categories of teaching, scholarly activity, and professional and public service.