

I. Separation from Employment of Those with Regular Faculty Contracts

Updated February 2014, July 2015, December 2015, June 2017, February 2018

It may become necessary for Mount St. Joseph University or for individual faculty members to sever their contractual relationship. The University recognizes the following types of separation:

- Initiative of the University
 - Non-reappointment
 - Termination for reasons unrelated to performance
 - Dismissal for cause
- Initiative of the faculty member
 - Resignation
 - Retirement

1. **Non-reappointment – Tenure Track**

Non-reappointment means that the University has decided not to renew a tenure track faculty appointment at the conclusion of the term of the contract. The decision not to reappoint a regular faculty member is made collaboratively by the Provost and the school dean, and authorized by the President.

Such decision may not be discriminatory, arbitrary or capricious. If the faculty member is the school dean, the recommendation of the Provost shall be made in collaboration with other members of the dean's school.

The notice of non-reappointment of a faculty member on term contract will be given on or before March 1 of the prevailing contract.

Notice of non-reappointment for tenure track faculty must be given in writing:

- on or before March 1 of the first academic year of service
- on or before December 15 of the second year of academic service
- at least 12 months prior to the expiration of the appointment of a faculty member with three to six years of service
- at least 18 months before the termination of the prevailing contract in the case of multi-year (rolling) contracts.

2. **Non-reappointment – Professional Track**

Non-reappointment means that the University has decided not to renew a professional track faculty appointment at the conclusion of the term of the contract. The decision not to reappoint a regular faculty member is made collaboratively by the Provost and the school dean, and authorized by the President.

Such decision may not be discriminatory, arbitrary or capricious. If the faculty member is the school dean, the recommendation of the Provost shall be made in collaboration with other members of the dean's school.

The notice of non-reappointment of a professional faculty member on term contract will be given on or before March 1 of the prevailing contract.

Notice of non-reappointment for professional track faculty must be given in writing:

- on or before March 1 of the first – third academic year(s) of service
- at least 18 months before the termination of the prevailing 3 year contract

3. Termination for Reasons Unrelated to Performance

Termination for reasons unrelated to performance is a separation action by which the University terminates the services of a tenured, tenure track, or professional track before the expiration of the current contract. Reasons for termination are prolonged mental or physical illness; changes in an academic program or department in whole or in part; or financial exigency.

- a. **Termination for Inability to Perform the Essential Functions of the Position**
Termination will be based upon evidence that the faculty member is unable to perform the essential functions of his or her position for a period of at least a year. Such a decision will be made with deference to applicable federal and state laws, and only after the faculty member or his or her representative has been informed in writing of the rationale for the proposed action. The University will work within the disability program to ease the burden of such termination as far as possible.
- b. **Termination Related to Changes in an Academic Program or Department**
Such a termination would result from a discontinuation or redirection of an academic program or department. The process for closure of a program or department can be found in [Appendix T. Process for Program Closure](#). Notice of termination under this section shall be given at least one year prior to termination. Efforts will be made to find appropriate positions within the University for faculty affected by a decision of discontinuation.
- c. **Termination Due to Financial Exigency**
Should the University be threatened by imminent financial crisis, as declared by the Board of Trustees, termination of faculty may be necessary. Such faculty shall be conscientiously represented in the processes of program reorganization or termination by the Curriculum and Educational Policies Committee.

A collegial effort will be made to assist faculty members terminated for reasons of financial exigency to find employment at Mount St. Joseph University or elsewhere. No replacement for his or her position will be hired within a period of two years unless the terminated faculty member is offered reappointment under conditions comparable to those held at the time of termination.

The President and the Board of Trustees shall have final authority in all matters related to financial exigency. In considering how to deal with financial exigency, the retention of a viable academic program must be a primary goal.

4. **Dismissal for Cause**

Dismissal is a separation action by which Mount St. Joseph University terminates its contract with the faculty member for just cause. Any full-time or pro-rata faculty contract is subject to action under this section. The University reserves the right of immediate dismissal under conditions of grave misconduct.

Just cause for dismissal must be directly and substantially related to the fitness of a faculty member to continue in her or his professional capacity, and shall be determined in each instance by the Provost in collaboration with the President and in accordance with procedures outlined below.

Examples of grounds for dismissal are:

- Serious professional misconduct
- Gross neglect of professional duties
- Incompetence
- Moral depravity

A reasonable opportunity shall be given for the faculty member to meet with the President and the Provost to present her or his defense to the recommendation for dismissal before final action is taken by the President.

The decision of the President may be the basis of an appeal through the Formal Appeal Process before the Committee on the Mediation and Resolution of Disputes. These procedures must be initiated within two weeks of receiving notice of dismissal.

The President determines the date of dismissal and what, if any, salary payments are to be made beyond the date of dismissal.

a. **Progressive Discipline of Faculty Members**

Dismissal for cause is usually preceded by a written admonition from the appropriate administrative officer describing the alleged problem and warning that the faculty's contract is in jeopardy. The warning should also stipulate a period of time within which correction of the alleged problem is expected.

If the faculty member does not contest the allegation, corrects the problem and fulfills his or her duties, the matter is settled. If the faculty member fails to correct the situation, dismissal proceedings may be initiated. However, in view of the past merits of the faculty member, final action by the President may take a milder form of temporary suspension. Such suspension may not last beyond a full year, but may entail the total or partial discontinuance of all salaries and benefits and the temporary withdrawal of faculty privileges.

b. **Suspension with Pay**

Suspension is the temporary separation of a faculty member from the University where it is determined by the President that there is a strong likelihood that the person's continued presence at the University poses an immediate threat of harm

to the University or to individual members of the University community. Suspension shall ordinarily be with pay and shall last only as long as the threat of harm continues or until dismissal for cause occurs.

5. Resignation

Resignation is a separation action by which a faculty member voluntarily severs relationship with the University. Faculty members are asked to give notice to the School Dean and the Provost as early as possible, but no later than February 15 of the final year of employment.

6. Retirement

Under federal law, there is no mandatory retirement age for faculty. The University defines retirement as a voluntary action of separation from active faculty service and assignment, after a minimum of 10 years at the University and without having full-time faculty status at another College or University. Ordinarily, those who meet the University's definition of retirement will also meet the eligibility requirements for drawing TIAA CREF retirement benefits.

a. Phased Retirement

Full-time and pro rata faculty with tenure, rolling contract or professional contract with a minimum of 15 years of service at Mount St. Joseph University are eligible to participate in the Faculty Phased Retirement Program. The faculty member must give written notice of intent to enter the program to his or her school dean and to the Office of the Provost by January 15 of the academic year prior to the year in which reduction begins. The period of phased work reduction will not exceed three academic years for faculty on rolling or professional contracts or four academic years for tenured faculty, after which time the faculty member will formally retire from service at the University.

The faculty member and school dean initially will negotiate a work reduction to either 75 or 50 percent of a normal workload. A 25 percent workload option will be available to faculty members only during their final year of employment. To facilitate departmental planning, the level(s) of workload during participation should be determined when entering the program.

As the percentage of workload is reduced, there will be other proportionate reduction in teaching, advising and/or departmental duties as negotiated by the school dean and the faculty member. Participation in committee assignments will not be required. Faculty will not be eligible for sabbatical leave while on phased retirement. Annual salary will be pro-rated based on percentage of workload. Faculty members at the 75% workload option may continue participation in group health insurance coverage with 100% University contributions. Any workload option below 75% for faculty in phased retirement will trigger COBRA for eligible employees. Please make an appointment with the Office of Human Resources to determine your eligibility. Faculty members at 50% workload are still eligible for Basic Life, Short Term Disability, and Long Term Disability. In addition, the 2% mandatory contribution to the defined contribution retirement plan is still required, and the university match will still be given. During a period of 25% workload, faculty members are eligible to continue to defer salary into the voluntary tax deferred annuity plan and are also covered under workers compensation and FICA. No other benefits are available during a period of 25% employment.

b. **Full Retirement**

Any Professor or Associate Professor with tenure or Associate Professor on a professional track with a rolling contract and who has served the University for 20 or more years will, upon full retirement from the University, will be designated Professor or Associate Professor Emerita/us. Privileges of the emerita/us status are described under Faculty Status, III-2 of this section.

