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<td>UCO Diversity Statement</td>
<td>Implemented changes from Faculty Senate Resolution #2016-17-06: … including differences of actual or perceived race, creed, color, ethnicity, geography, gender, gender identity or expression, sexual orientation, age, religion, alienage or national origin, genetic information, citizenship status, socioeconomic status, language, ability/disability, sexual orientation, status as a veteran, marital status, learning style and immigration status, among other forms of diversity.</td>
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<td>C.3</td>
<td>Process of Selection</td>
<td>Added: All committee members must be at or above the rank of the open position and added socioeconomic background and removed class from categories of diversity; Removed: if possible when a qualified faculty member is available</td>
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*Substantive changes listed are those that receive input from and/or approval from the Faculty Senate, Legal Counsel (as needed), Provost’s Advisory Council and Provost*
To the UCO Faculty:

I am pleased to introduce this handbook which contains the current policies and procedures for effective management and operation of the University of Central Oklahoma. Included are those policies and procedures unique to UCO, as well as those established by the Regional University Systems of Oklahoma and the Oklahoma State Regents for Higher Education.

I encourage you to review the handbook through which you can engage effectively in university processes, inquire, recommend changes, and influence policies. Your feedback is encouraged, and I believe these opportunities offer faculty members ways to participate in decision making at UCO.

My best wishes,

Don Betz, Ph.D.
President
Dear UCO Faculty Members:

Welcome to another year at the University of Central Oklahoma and a new edition of the UCO Faculty Handbook.

The Handbook is a vital but living document. It contains the collective input of faculty members from across our campus, including from the UCO Faculty Senate and academic representatives such as deans and chairs of departments. Its content is meant to ensure that we work together as an academic community to produce a reasonable and equitable work environment while also being the final authority on standards for tenure and promotion processes, among others.

Like any document, the Handbook may require updates or modifications and must be constantly reviewed with the interests of the faculty in mind. I want to thank the Faculty Handbook Editorial Board for their professionalism and commitment to shared governance as they annually review the existing content of the Handbook as well as integrating new university policies that affect faculty members and their many responsibilities.

As we embark upon a new academic year, I am grateful for the concerted efforts of my colleagues across the campus to support our faculty and academic staff members in support of our efforts to help students learn. This includes President Betz and my fellow Cabinet members. Indeed, I am grateful that our work environment has once again been recognized in the Chronicle of Higher Education’s “Great Colleges to Work For” and leads nationally in categories of Collaborative Governance, Tenure and Clarity of Process, and Teaching Environment.

I look forward to seeing you on campus and working together on the important issues that make the University of Central Oklahoma a premier, student-centered university.

See you April 4-7 at NCUR 2018!

Sincerely,

John F. Barthell, Ph.D.
Provost and Vice President for Academic Affairs
The University of Central Oklahoma (University) is committed to an inclusive educational and employment environment that provides equal opportunity and access to all qualified persons. The University will continue its policy of fair and equal employment and educational practices without discrimination or harassment because of actual or perceived race, creed, color, religion, alienage or national origin, genetic information, ancestry, citizenship status, age, disability or handicap, gender, marital status, veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by applicable federal, state, or local laws. Discrimination or harassment in violation of this policy should be reported to the Affirmative Action Officer (Office of Legal Counsel) in person at 114D Lillard Administration, or by phone at (405) 974-3377 or fax at (405) 974-3807. After office hours or on holidays, the report may be made by contacting University Police Services at (405) 974-2345.

Approved by Cabinet & President February 19, 2013
The University of Central Oklahoma (UCO)’s explicit commitment to diversity is essential in fulfilling the university’s mission to provide transformative educational experiences to students so that they may become productive, creative, ethical and engaged citizens and leaders serving the global community.

Diversity encompasses a range of values, personal experiences, and worldviews that arise from differences of culture and circumstance, including differences of actual or perceived race, creed, color, ethnicity, geography, gender, gender identity or expression, sexual orientation, age, religion, alienage or national origin, genetic information, citizenship status, socioeconomic status, language, ability/disability, status as a veteran, marital status, learning style and immigration status, among other forms of diversity.

Diverse backgrounds broaden and deepen the educational experience and scholarly environment that are essential to achieving academic excellence. UCO promotes academic excellence and enhances the scholarly and creative environment by systematically pursuing the following goals:

• To promote diversity by encouraging students from diverse and underrepresented backgrounds to enroll at and to graduate from UCO.
• To recruit and retain faculty and staff from diverse and underrepresented backgrounds.
• To foster an institutional culture that values a diverse community and that invites authentic interaction among the members of that community.

UCO recognizes that enhancing diversity in service to the university’s mission and goals requires leadership, commitment and consistency. Leaders at all levels have an obligation as they build upon this commitment to embrace and sustain diversity in every area of the university.

UCO vigorously fosters diversity on its campus and in the communities it serves. By valuing and promoting diversity, the university acknowledges uniqueness, similarities, and differences among its stakeholders while providing transformative learning experiences for its students.

UCO celebrates its tradition of inclusion and recognizes that strengthening and expanding diversity on its campus is essential to the university’s continued success.

Effective February 2011; Updated August 2017
PREFACE

The UCO Faculty Handbook has been prepared by the Office of Academic Affairs to provide a reference for all faculty members. It contains information, policies, and procedures relevant to the academic functions of the university. The Academic Policy Manual serves as an additional resource for the faculty, university administration, and staff and complements the information in the Faculty Handbook.

NOTE: Policies and procedures by federal law, state statute, the Oklahoma State Regents for Higher Education and the Regional University System of Oklahoma (RUSO), relevant to the operation of this university, are italicized, as shown in this note. They are hereby distinguished from policies and procedures established by the University and repeated verbatim. In case of a discrepancy between RUSO and UCO policies, RUSO policies will supercede UCO policies.

Changes in the Faculty Handbook will become effective at the beginning of each new academic year (August 1), unless put into effect immediately by written authorization from the president. The Faculty Handbook may be modified, initiated, revoked, or amended only in writing by authorization of the president. Substantive changes to the handbook will require written promulgation.

The Office of Academic Affairs will provide an annual review of the handbook and post the current version on the AA website after August 1 each year. New faculty members will be provided with the URL for the document.

Academic deans will receive a printed copy.

This edition of the UCO Faculty Handbook supersedes all previous handbooks.

Effective: August 1, 2017
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CHAPTER 1

UNIVERSITY HISTORY, ORGANIZATION, AND GOVERNANCE
CHAPTER 1

UNIVERSITY HISTORY, ORGANIZATION, AND GOVERNANCE

1.1 UNIVERSITY HISTORY

The University of Central Oklahoma was established as the Territorial Normal School by the Territorial Legislature on December 24, 1890, and was located in Edmond, Oklahoma, on the following conditions: that Oklahoma County donate $5,000 in bonds; that Edmond donate 40 acres of land within one mile of town, the land to be divided into lots, except for 10 acres for the campus; and these lots to be sold, the proceeds to be used for the benefit of the school.

The above conditions were met, and the town of Edmond donated $2,000 in additional bonds. The first class of 23 met on November 9, 1891, in the Epworth League Room of the unfurnished building of the First Methodist Church. In 1904 the name was changed to Central State Normal School. A marker of Oklahoma granite was placed at Boulevard and Second Street, near the original site, in 1915 by the Central Oklahoma Normal School Historical Society.

Old North Tower, the first building, was begun in the summer of 1892 and was occupied January 3, 1893. The school was first operated as a normal school with two years of college work and a complete preparatory school. In 1897, the first class of graduates received Normal School diplomas, and two men and three women graduated.

On December 29, 1919, the State Board of Education passed a resolution raising the rank of Central to that of a four-year teachers’ college conferring bachelor’s degrees, and changing the name to Central State Teachers College. The class of 1921, consisting of nine members, was the first to receive such degrees.

In 1939, the state legislature passed a law designating the institution as Central State College and authorized the granting of degrees without teaching certificates. In 1954, the Oklahoma State Regents for Higher Education (OSRHE) gave permission to offer the Master of Teaching Degree (changed to Master of Education, 1969), and in 1971 authorized the Master of Arts in English and Master of Business Administration degrees.
On April 13, 1971, the state legislature officially changed the name of the institution to Central State University. During the university’s Centennial Year, legislation was passed and signed by the governor on May 18, 1990, changing the name to the University of Central Oklahoma. The Territorial Normal School has grown from those initial 23 students to a metropolitan four-year university with an enrollment of 17,000 students on a 200-acre campus.

1.2 MISSION AND ACCREDITATION
1.2.1 UNIVERSITY MISSION, VISION AND STRATEGY STATEMENT

MISSION

UCO exists to help students learn by providing transformative educational experiences to students so that they may become productive, creative, ethical and engaged citizens and leaders serving our global community. UCO contributes to the intellectual, cultural, economic and social advancement of the communities and individuals it serves.

VISION STATEMENT

The University of Central Oklahoma, as Oklahoma’s metropolitan university committed to helping students learn, embraces its role as a collaborative partner and leader to meet the educational, business and community aspirations of the Greater Oklahoma City Metropolitan Area. Our dynamic metropolitan region shapes the university even as the university contributes to the cultural, social, economic, and intellectual life of the region to realize our shared future. Metropolitan engagement informs every dimension of the university’s activities in cultivating learning, discovery of new knowledge, and encouraging shared leadership to the extent that this synergy will inspire others to recognize UCO as one of the nation’s leading metropolitan universities.

STRATEGY STATEMENT

The University of Central Oklahoma will actively respond to the needs and opportunities of the Oklahoma City Metropolitan Area by pursuing innovative partnerships, by adhering to our fundamental commitment to provide transformative teaching and learning experiences to our students, by engaging our students in experiential learning activities that advance the quality of life for all, by supporting life long learning and work force development and expansion, and by the impactful contribution of our research and professional services expertise to the metropolitan area.
Transformative Learning

Through access to a high quality, affordable transformative teaching and learning experience, we seek to educate creative, collaborative graduates who are adaptable and engaged critical thinkers, who are receptive to new ideas, who celebrate the diversity of our region, and who will live fulfilling lives.

Experiential Education

Through the cultivating of partnerships throughout the metropolitan area and beyond, we serve the needs of our community, and provide graduates who are equipped with the skills to assist the metropolitan area to thrive in a competitive global environment.

Research and Professional Service

Through professional services and research, we provide leadership and counsel on issues vital to the health of the metropolitan region’s businesses and industry, education institutions, families, and to its cultural quality of life.

Quality of Campus Experiences

Through its ethos of inclusion, transparency, collaboration, and respect across the institution that recognizes the unique and individual value of each of its traditional and non-traditional students, faculty, staff, administration, and alumni, the University of Central Oklahoma will be recognized nationally for its living and learning-centered environment.

1.2.1.1 ACADEMIC MISSION

Helping students learn so that they may become productive, creative, ethical, and engaged citizens and leaders.

1.2.1.2 ACADEMIC VISION STATEMENT

The University of Central Oklahoma is a learning-centered organization committed to transformative education through active engagement in the teaching-learning interchange, scholarly and creative pursuits, leadership, global competency, and service to others.

1.2.1.3 ACADEMIC LONG-TERM GOALS

1. Engage Students in Transformative Learning:
   a) Discipline Knowledge
   b) Global and Cultural Competencies
c) Health and Wellness
d) Leadership
e) Research, Scholarly and Creative Activities
f) Service Learning and Civic Engagement Activities

2. Improve Student Outcomes:
   a) Persistence Towards Academic Goals
   b) Academic Performance
   c) Post-Graduate Success

3. Enhance the Learning Environment:
   a) Student - Faculty Ratio
   b) Integration of Part-Time Faculty
   c) Learning Spaces
   d) Learning Technologies

4. Support Learning Collaborations:
   a) UCO Campus
   b) Among Institutions
   c) With Metropolitan, Regional and Global Communities

1.2.2 UNIVERSITY BELIEFS AND VALUES

   UCO’s fundamental responsibility is excellent teaching, which involves instilling and fostering in students the joy of learning, the ability to think critically, and a desire to achieve their creative potential.

   Our other major responsibilities include scholarly activities, research, and service to students, to other individuals, and to the larger community.

   A college degree should represent an education that enables its recipients to become good citizens and responsible, independent adults who embrace learning as a lifelong endeavor.

   Great universities must require and encourage a free flow of information, ideas, and opinions in a community that fosters social justice, values diversity, and demands the highest standards of ethical conduct, mutual respect, and civility.

   UCO as an institution, and all its constituents, must be committed to continuous processes of self-examination and self-improvement that encourage innovation, receptiveness, and adaptation to change.
UCO must seek and maintain open and mutually beneficial relationships with its surrounding communities, and must also view itself and its graduates as part of an increasingly interdependent global society.

1.2.2.1 ACADEMIC BELIEFS AND VALUES

- **Integrity** - We earn trust through honesty and ethical leadership.
- **Learning Centered** - We offer an integrated, relevant educational experience.
- **Academic Excellence** - We foster critical thinking, communication, and a passion for lifelong learning.
- **Continuous Improvement** - We achieve excellence through decisions based on information and analysis.
- **Collegiality** - We uphold an atmosphere of mutual respect, professional behavior and academic freedom.
- **Community** - We cultivate community involvement and civic engagement.

1.2.2.2 EDUCATIONAL PHILOSOPHY

**General Philosophy Statement**

Education at UCO involves the active and intentional participation of students, faculty members, and staff. Learning is most meaningful when students take responsibility for their own education by committing the time, effort and thinking necessary to succeed, interact with faculty members inside and outside of class, engage with other students in the learning process, and pursue opportunities to apply their learning in communities outside the classroom. Faculty create meaningful learning environments when they provide intellectually challenging opportunities, interact with students inside and outside of class, provide timely evaluation of student performance, maintain and communicate high expectations for all students, demonstrate concern for the well-being of students, reflect upon their own practices, and participate in the design and continuous improvement of academic programs. [Staff enhance the learning environment by maintaining open communication with students and faculty, ensuring the availability of resources, and otherwise assisting the learning process.]

**Underlying Principles**

1. **Student–Faculty Contact and Interaction**

   Learning is enhanced by frequent student-faculty contact in and out of classes. This is an important factor in student motivation, involvement and success. Knowing a few
faculty members well enhances students’ intellectual commitment and encourages them to think about their own values and future plans. A faculty member’s interest, availability and responsiveness are critical in fostering these changes in students.

2. Cooperation and Collaboration

Learning is enhanced when students are engaged in cooperative and collaborative activities. Good learning, like good work, is collaborative and social, not competitive and isolated. Working with others often increases involvement in learning. Sharing one’s own ideas and responding to others’ reaction improves critical thinking and deepens understanding. Learning to work well with peers of diverse background through team activities and projects develops in students the necessary set of skills required for success in life, the workplace, and in global societies.

3. Active Learning

Learning is enhanced when students are required to become mentally active participants in the learning process. Examples of active learning include requiring students to talk and write about what they are learning, what it means to them, how it relates to past experiences, and how they can apply it to their lives. The ability to reflect about learning and experiences enables students to make what they learn part of themselves.

4. Feedback and Evaluation

Learning is enhanced by feedback that is prompt, specific and related to articulated learning outcomes. Students benefit from assistance with assessing existing knowledge and competence. Students need frequent opportunities to demonstrate what they know and have learned. Feedback that includes suggestions for improvement at various points of the semester and throughout their college experience enables them to further reflect on what they have learned, what they still need to learn, and how to become responsible for their own learning including self-assessment and peer evaluation.

5. Time on Task

Learning is enhanced by maximizing the time that is available. Learning to budget one’s time well is critical for students and professionals alike. Students need help in learning effective time management. Allocating realistic amounts of time means effec-
tive learning for students and effective teaching for faculty. How an institution defines time expectations for students, faculty, administrators, and other professional staff can establish the basis for high performance for all.

6. High Expectations

Academic excellence is ensured by having high expectations for students, faculty members, and staff. Students are expected to make a significant effort and to demonstrate their responsibility for their own learning of how to become productive, creative, ethical and engaged citizens. Faculty and staff are expected to model and support student efforts towards those ends and to demonstrate the importance of life-long learning.

7. Diversity

Learning is enhanced by embracing the diverse talents and approaches students, faculty members, and staff contribute to the process. Students need the opportunity to show their talents and learn in ways that work for them. Then they can be encouraged to develop a more robust array of approaches to learning. We should expect students to learn in multiple ways, as we expect faculty members to approach the art and science of teaching in multiple ways.

8. Modeling Professional Behavior

Learning is enhanced by faculty members and staff modeling professional behavior for students. These behaviors include acting with integrity and by being organized, well prepared, respectful, collaborative, reflective and passionate about one’s discipline and learning in general. Modeling the importance of life-long learning and being responsible for one’s continued learning and development is crucial.

9. Inquiry, Research, Creative and Critical Thinking

Learning is enhanced by engaging students in transformational activities related to understanding the existing theory and knowledge base of their discipline, learning and using tools of inquiry and research and further developing their ability to think creatively, abstractly, and critically. Students must also learn the importance of the nexus between theory and practice.
10. Learning-Centered

In a learning-centered organization, students, faculty and staff are simultaneously challenged and supported by a community of colleagues who demonstrate care, respect, empathy and passion for learning.

1.2.2.3 TRANSFORMATIVE LEARNING

Transformative learning is a holistic process that places students at the center of their own active and reflective learning experiences. We seek to engage students in transformative learning in six core areas: discipline knowledge; leadership; research, creative and scholarly activities; service learning and civic engagement; global and cultural competencies; and health and wellness.

1.2.2.3.1 COMPONENTS AND DEFINITIONS

Discipline Knowledge

Discipline Knowledge is a category dedicated to the student’s chosen field of study.

Global and Cultural Competencies

The commitment to Global and Cultural Competencies as part of the transformative learning process at UCO demonstrates the importance of preparing students to communicate effectively in a complex world, to function in multiple and diverse environments, and to adapt to the continuously changing global society. Globally competent students are lifelong learners who are aware of the world around them.

Cultural competence is based on the four principles of awareness, attitude, knowledge, and skills. Awareness refers to the consciousness of multiculturalism; attitude is the perspective of an individual toward cultural differences; and knowledge is being aware of cultural views and practices. The practice of the first three principles while working with others results in skill. The acquisition of the foundational principles of awareness, attitude, knowledge and skills aids in the ability to interact in meaningful and productive ways with those of different cultures.

Health and Wellness

Health and wellness are used interchangeably to mean the ability to live life fully – with vitality and meaning. Wellness is the integration of many different components (physical, spiritual, environmental, emotional, intellectual, and social/interpersonal) that expand one’s potential to live, learn, and work effectively and to make a significant contribution to society.
Leadership

Guided by the core values of character, civility, and community, leadership at UCO is a transformational journey centered on learning and focused by integrity, stewardship, and service.

Research, Scholarly and Creative Activities

Student centered activities, mentored by one or more faulty members, that lead to “products” (publications, performances, etc.) recognized as legitimate scholarly or creative contributions to the discipline fostering these activities.

Service Learning and Civic Engagement

The University of Central Oklahoma embraces a commitment to service learning and civic engagement. Through collaboration and shared resources, Student Affairs and Academic Affairs share the long-term goal of engaging students in curricular and co-curricular activities by teaching and nurturing civic skills, coordinating service learning across the curriculum, and promoting collaborations between students, faculty, staff, and community partners. Experiencing these civic actions as an undergraduate will help promote a commitment to public life, ethical reasoning and deliberation, and lifelong learning.

1.2.2.3.2 TRANSFORMATIVE LEARNING AS PART OF A CURRICULUM

Transformative learning opportunities are available to all UCO students through curricular, co-curricular, and extra-curricular activities.

Transformative learning concepts are embedded throughout the University Core and are identified with stated course objectives, course assignments, and course content on all course syllabi. Discipline knowledge is primarily conveyed through curricular and co-curricular activities within the college. Additional opportunities exist to experience one or more of the remaining transformative learning concepts through the discipline as intrinsic components of the curriculum.

Not every course nor every discipline at University of Central Oklahoma will contain all transformative learning concepts. However, when considering each student’s academic career as a whole, every graduate will have had an opportunity to experience all components of transformative learning via curricular, co-curricular and extra-curricular activities at some point prior to graduation.

1.2.2.3.2.1 TRANSFORMATIVE LEARNING AND COURSE SYLLABI

Course syllabi should identify which of the areas of Transformative Learning are utilized
in the course. After stating the Transformative Learning tenets (Central Six) list and describe how this course incorporates each of the identified areas of Transformative Learning (e.g., through course objectives, course assignments, course content, etc…).

Individual courses may not address all areas of Transformative Learning. However, when combined with all degree requirements, students should have the opportunity to experience all areas of Transformative Learning prior to degree completion.

Transformative Learning Syllabi examples.

1.2.3  FACULTY ETHICS

Character, civility, and community encompass the basics of the professional ethics in the academic community: respect for persons, integrity of intellectual inquiry, and concern for the needs and rights of students. Above all, this type of collegiality means the overriding concern to establish and maintain the ethical conditions and moral climate that promote faculty expression, creativity, and interaction. These values are essential to maintain or improve the academic quality of the university. (See Appendix H)

1.3  UNIVERSITY GOVERNANCE
1.3.1  ACCREDITATION

Accreditation is a system for recognizing educational institutions and their professional programs for achieving an established level of performance, integrity, and quality. Such accomplishments entitle these institutions to the confidence of the educational community and the public they serve. In the United States this recognition is extended primarily through non-governmental, voluntary institutional or professional associations. These groups establish criteria for accreditation, and evaluate institutions and professional programs that desire accredited status and publicly designate those that meet their criteria.

The accrediting process requires institutions and programs to examine their goals, activities, and achievements; to consider expert criticism and suggestions; and to determine internal procedures for action on recommendations from the accrediting body.

1.3.1.1  TYPES OF ACCREDITATION

Institutional accreditation is granted by regional accrediting agencies that collectively
serve most of the institutions chartered or licensed in the United States and its possessions. These commissions and associations accredit total operating units only. The University of Central Oklahoma is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. [as a certificate, associate’s, bachelor’s, and master’s degree granting institution, (http://www.ncahlc.org/)]

Specialized program accreditation is granted by national professional organizations. Each group has its distinctive definitions of eligibility, criteria for accreditation, and operating procedures. All have accreditation activities designed primarily to provide quality assurance concerning educational preparation of members of the profession or occupation. The University of Central Oklahoma’s specialized accreditations have been granted by:

The Bachelor of Science (B.S.) in Biomedical Engineering program and the Bachelor of Science (B.S.) in Engineering Physics program are accredited by the Engineering Accreditation Commission of ABET, http://www.abet.org.

The Bachelor of Science (B.S.) in Computer Science – Computer Science major is accredited by the Computing Accreditation Commission of ABET, http://www.abet.org.

The M.A. in Counseling Psychology is accredited by the Masters in Psychology and Counseling Accreditation Council (MPCAC) for the period of February, 2017 through February, 2021. http://mpcacaccreditation.org/

The Bachelor of Science (B.S.) in Forensic Science - Chemistry, The Bachelor of Science (B.S.) in Forensic Science - Molecular Biology, and the Bachelor of Science (B.S.) in Forensic Science - Digital Forensics are accredited by the Forensic Science Education Programs Accreditation Commission (FEPAC) http://fepac-edu.org/.

The Bachelor of Science (B.S.) in Funeral Service and the Certificate in Funeral Service are accredited by the American Board of Funeral Service Education (ABFSE), www.abfse.org.

The College of Business is accredited by the Association to Advance Collegiate Schools of Business (AACSB), http://www.aacsb.edu/accreditation/.

The Bachelor of Science (B.S.) in Nutrition, Dietetics, & Food Management and the Dietetic Internship Program is accredited by the Accreditation Council for Education in Nutrition and Dietetics (ACEND), www.eatright.org/ACEND/.
The Bachelor of Science (B.S.) in Chemistry-ACS Certificate major is approved by the American Chemical Society, www.acs.org.

The Master of Science (M.S.) in Speech Language Pathology is accredited by the American Speech Language Hearing Association (ASHA), www.asha.org.

The Bachelor of Science (B.S.) in Kinesiology – Exercise Fitness Management is accredited by the Commission on Accreditation of Allied health Programs (CAAHEP), www.caahep.org.

The Master of Science (M.S.) in Athletic Training is accredited by the Commission on Accreditation of Athletic Training Education (CAATE), www.caate.net.

The Bachelor of Fine Arts (B.F.A.) in Design-Interior Design major is accredited by the Council for Interior Design Accreditation (CIDA), accredit-id.org.

The Bachelor of Fine Arts (B.F.A.) in Art (Studio Art) program, The Bachelor of Fine Arts (B.F.A.) in Art History program, The Bachelor of Arts in Education (B. A. Ed) in Art Education program, the Bachelor of Fine Arts (B.F.A.) in Graphic Design program, the Bachelor of Fine Arts (B.F.A.) in Interior Design program and the Master of Fine Arts (M.F.A.) in Design program are accredited by the National Association of Schools of Art and Design (NASAD), nasad.arts-accredit.org.

The Bachelor’s and Master’s programs in the School of Music are accredited by the National Association of Schools of Music (NASM), nasm.arts-accredit.org.

The university’s teacher preparation programs are accredited by the National Council for Accreditation of Teacher Education (NCATE) which has recently transitioned to the Council for the Accreditation of Education Preparation (CAEP) www.caepnet.org and approved by the Oklahoma Commission for Teacher Preparation (OCTP), www.ok.gov/octp.

The Bachelor of Science (B.S.) in Family Life program and the Master of Science (M.S.) in Family & Child Studies program are accredited by the National Council on Family Relations (NCFR), www.ncfr.org.

The Bachelor of Science (B.S.) in Nursing is accredited by the Accreditation Commission for Education in Nursing (ACEN), acenursing.org, formerly the National League for Nursing Accrediting Commission (NLNAC), and approved by the Oklahoma Board of Nursing (OBN), www.ok.gov/nursing.
The Master’s of Science (M.S.) in Nursing is accredited by the Commission on Collegiate Nursing Education (CCNE), [http://www.aacn.nche.edu/ccne-accreditation](http://www.aacn.nche.edu/ccne-accreditation).

The Bachelor of Business Administration (B.B.A.) in Management – Professional Golf Management major is certified by the Professional Golfers’ Association of America (PGA), [www.pga.com](http://www.pga.com).

The Bachelor of Business Administration (B.B.A.) in Management – Human Resource Management major is accredited by the Society for Human Resource Management (SHRM), [www.shrm.org](http://www.shrm.org).

The Bachelor of Science (B.S.) in Community/Public Health is accredited by the SOPHE-AAHE Baccalaureate Program Approval Committee (SABPAC), [http://www.sophe.org/](http://www.sophe.org/).

Credits earned in courses taken in residence at the University of Central Oklahoma are normally transferable at full value to other accredited colleges and universities.

The university is affiliated with:

- American Association of Colleges for Teacher Education (AACTE)
- Association of Teacher Education Institutions
- American Association of University Women (AAUW)
- American Council on Education (ACE)
- Oklahoma State Board of Education

### 1.3.2 OKLAHOMA STATE SYSTEM OF HIGHER EDUCATION

All institutions of higher education supported wholly or in part by direct legislative appropriations shall be integral parts of a unified system to be known as the Oklahoma State System of Higher Education (Figure 1). Therefore, this system is the State’s legal structure for providing public education at the collegiate level. Accordingly, the same conditional references provide the legal framework for the Oklahoma State Regents for Higher Education to develop and implement policies and procedures necessary to maximize the functioning of this structure. ([Oklahoma Constitution, Article XIII-A, Section 1](http://example.com))
FIGURE 1
OKLAHOMA STATE SYSTEM OF HIGHER EDUCATION
Governed by OSRHE
www.okhighered.org

Comprehensive Graduate and Regional Graduate Universities

University of Oklahoma
Oklahoma State University
East Central University
Northeastern State University
Northwestern Oklahoma State University
Rogers State University
Southeastern Oklahoma State University
Southwestern Oklahoma State University
University of Central Oklahoma
Cameron University
Langston University
Oklahoma Panhandle State University
University of Science and Arts of Oklahoma

Two-year Colleges

Carl Albert State College
Connors State College
Eastern Oklahoma State College
Murray State College
Northeastern Oklahoma A & M College
Northern Oklahoma College
Oklahoma City Community College
Redlands Community College
Rose State College
Seminole State College
Tulsa Community College
Western Oklahoma State College
1.3.3 BOARD OF REGENTS GOVERNANCE
1.3.3.1 OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

The University of Central Oklahoma operates under a dual system of external control and governance. The university is part of the Oklahoma State System of Higher Education created by constitutional amendment in 1941. This amendment also created the coordinating board of control for all state colleges and universities: The Oklahoma State Regents for Higher Education (OSRHE).

This board consists of nine members appointed by the governor and confirmed by the state senate. Members serve nine-year overlapping terms. The constitutional duties of OSRHE are: planning and coordinating of all institutions as to function, programs, standards, degrees, and determining the budget needs of each institution and presenting to the state legislature a unitized budget for the state system. All institutional budgetary and academic requests must be submitted for approval by OSRHE.

While OSRHE determine policy for planning and coordination for all state supported colleges and universities in the system, each separate institution or peer group of institutions is operated by a governing Board of Regents.

1.3.3.2 REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA

The University of Central Oklahoma and five regional universities are governed by the Regional University System of Oklahoma (RUSO). Created by the Oklahoma Constitution in 1948, this board is composed of nine members, eight of whom are appointed by the governor and confirmed by the state senate for nine-year overlapping terms. The ninth member is the elected State Superintendent of Public Instruction. Among the powers of this board are: determining policies necessary to govern each institution, employing personnel, providing custody of records, and administering academic programs and budgets approved by OSRHE.

RUSO governs the universities under its control with powers and duties limited by the authority expressly delegated by law to OSRHE. For the University of Central Oklahoma, this dual system of control and governance means the president, as chief executive officer, may communicate institutional business either to OSRHE, to RUSO, or to both.

Through this dual system, the two boards retain ultimate responsibility for all university matters, though they delegate responsibility for daily operations to the president. This system of
governance establishes administrative responsibility and gives the president flexibility in carrying out the university’s mission and purposes.

1.4 ADMINISTRATIVE ORGANIZATION

1.4.1 DEFINITION OF ADMINISTRATOR

An administrator is a professional person whose primary duty is other than teaching. Their retention is based on the following (as appropriate per assignment):

a) Academic Leadership - The university shows growth in academic respect from evaluating agencies and other academic bodies.

b) Financial Responsibility - Financial obligations are met to the satisfaction of the Board (RUSO) in both academic and auxiliary enterprise areas.

c) Support and respect of the many constituencies to which the administrator has responsibility. Some of these are:
   1) Other administrators;
   2) Faculty;
   3) Students and parents;
   4) Staff and other employees;
   5) Alumni;
   6) Communities (Section 1.25.3 RUSO).

Change of title or rank of administrators shall be done only after approval of RUSO. Formal evaluation of senior administrators is done by the president on an annual basis. Detailed information about administrators’ duties and organizational charts may be found in Appendix A.

1.4.1.1 RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS

University administrators are authorized to make judgments which are academic in nature or which involve administrative priorities and prerogatives and/or management strategies. Determination of fiscal management policy is a function of university administration, within the purview of general authority granted by the Board.

Institutional administrators have the following rights and privileges:

a) To conduct college business free of unnecessary and undue interference, as long as practices are in compliance with legal requirements, Board policies, and directly applicable accounting standards.

b) To determine business strategies, set goals and priorities, and manage the universities.

c) To prepare and submit responses for attachment to auditing reports when differences have not been resolved in discussions with auditors or when the audit report fails to include sufficient explanation from a university perspective (Section 1.26 RUSO).

1.4.1.2 EVALUATION OF SENIOR ACADEMIC ADMINISTRATORS

The Faculty Senate has the responsibility for the evaluation of the senior academic administrators which includes the provost/vice president for academic affairs and the deans. The
formative evaluations are to be used for the purpose of improvement of the senior academic administrators.

The provost shall be evaluated in the spring semester of his or her third year of service and every third year thereafter. The evaluation instrument used shall be mutually agreed to by the provost, the president of the university and the Faculty Senate.

Evaluation of deans is covered in sections 1.5.2.4 and 1.5.4.4.

The results of these evaluations will be distributed to the senior administrators being evaluated. More widespread release of results must be negotiated prior to the administration of any evaluation.

1.4.2 PRESIDENT

The University Presidents are chief executive officers of the universities to which they have been appointed and are responsible for the internal administration thereof. The presidents shall obtain approval from the Board prior to employment of vice presidents and shall report to the Board on their promotions and salaries. The President may delegate authority to selected administrators in order to facilitate the management of the universities while still retaining the responsibility and accountability to the President. The presidents or their designees are solely responsible for employment, discipline, and termination of all faculty, administrators and staff and are required to report to the Board on the hiring, promotion, rank and salaries of faculty personnel, and as to matters pertaining to the operation of the institution. The presidents or their designees will be governed by the regulations of the Board, the Oklahoma State Regents for Higher Education and Oklahoma Statutes (Section 1.25.1, RUSO).

The Presidents may bring any dispute that may affect the university to the Board for disposition. A professional administrator at or above the director level whose appointment is not renewed will be given written notice from the university by April 1, prior to termination of the current appointment. Administrators whose positions are externally funded may be non-renewed without prior notice. Failure to reappoint may be without specific cause. There shall be no right of review of such actions by the Board (Section 1.25.2, RUSO).

The Board has sole responsibility for appointment of personnel to any presidential vacancies that may occur in the six universities. Any process leading to the selection of a university president is the responsibility and prerogative of the Board. The Board may, at its discretion, involve faculty, students, and other citizenry in the screening and nomination procedures in each situation as circumstances dictate. In all instances, the fact that a vacancy exists will be widely circulated, and anyone who wishes to file an application for presidential vacancy will be given the opportunity, subject to appropriate deadlines. An earned doctorate shall be preferred for selection as a President (Section 1.25.3, RUSO).

The President is a member of the Regents’ staff, and reappointment is based on the following:

a) Academic Leadership
The university demonstrates academic quality based upon maintenance of regional accreditation and either maintenance of, or increases in the number of, academic program accreditations or approvals by outside academic bodies.

b) Financial Responsibility
Financial obligations can be met to the satisfaction of the Board.

c) Support and respect of the many constituencies for which the President has responsibility. Some of these are:
1) Other administrators
2) Faculty
3) Students and parents
4) Staff and other employees
5) Alumni
6) Communities  *(Section 1.25.3, RUSO).*

The Board will evaluate university presidents using the following guidelines:
It is understood and agreed by the Board and the presidents that:

a) the over-riding purpose of an evaluation is to assist a president in developing his or her skills to be successful in the performance of his or her presidential duties;

b) evaluations are an on-going process and sufficient time must be allowed to determine the effectiveness of the performance of a president;

c) formal evaluations will occur periodically, normally at least every five years, except for a newly hired president who will be evaluated after two years;

d) evaluations are the responsibility of the Board as a whole;

e) concerns or issues arising between formal evaluations may be brought to the attention of the Board which will determine what actions should be taken to address such concerns or issues; such actions may include individual counseling and/or the call for a formal evaluation;

f) formal evaluations are not designed for the purpose of determining presidential compensation, which is addressed in accordance with other Board policies and procedures.

g) evaluations will be conducted in executive session;

h) after an evaluation, the president will be given an opportunity to respond to the Board regarding such evaluation;

i) evaluations will be based on clearly written criteria as determined by the Board and presidents;

j) a president will be given an opportunity to address the Board at any reasonable time between formal evaluation periods concerning his or her performance or institutional concerns;

k) evaluations will be objective and void of personal biases or personality issues;

l) the Board may elect to use professional consultants to assist in formal evaluations;

m) presidents shall be afforded the same right and responsibilities regarding dismissal and retention as are non-tenured faculty unless the president is tenured  *(Section 1.25.4, RUSO).*
The president’s senior advisors include the provost/vice president for academic affairs, vice president for finance, vice president for operations, vice president for student affairs, vice president for information technology, vice president for university communications, vice president for development, vice president for public affairs, and the athletic director. The University of Central Oklahoma is organized to give the vice presidents control over their respective areas.

1.4.3 PROVOST/VICE PRESIDENT FOR ACADEMIC AFFAIRS

The provost/vice president for academic affairs is the university’s chief academic officer and a member of the president’s cabinet, and is responsible for providing leadership and direction for all academic programs, the library, and on-line instruction. The provost/vice president for academic affairs also coordinates the planning and development of the instructional budget, evaluates academic instruction and curricula, recruits faculty members, and oversees matters of faculty development and welfare, including promotion, retention, and tenure. As the senior cabinet member, the provost/vice president for academic affairs reports directly to the president of the university and will act for him/her in his/her absence or at his/her request.

1.4.4 VICE PRESIDENT FOR FINANCE

As the university chief business officer, financial officer (CFO) and member of the president’s cabinet, the vice president for finance (VPF) is responsible for the leadership of university administrative and financial affairs that include accounting, budget, procurement, PCard, payroll, human resources, process improvement, investment planning and related business matters. In coordination with the president and as a member of the president’s cabinet, works to increase the university’s visibility and connections by building lasting relationships across the metro, state, region and beyond.

1.4.5 VICE PRESIDENT FOR OPERATIONS

As the chief operating officer and member of the president’s cabinet, the vice president for operations (COO) is responsible for establishing and maintaining a safe and comfortable environment for the campus community. The functions involved in this effort include physical plant, facilities management, architecture and engineering services, safety and transportation services, environmental health and safety, risk management, real estate operations and campus enterprises. As a member of the president’s cabinet, this position strives to strengthen connection to the metropolitan area and region it serves.
1.4.6 VICE PRESIDENT FOR STUDENT AFFAIRS

The mission of the Division of Student Affairs is to provide a challenging and supportive community for students by fostering their understanding of self, appreciation of diversity and commitment to service. The division offers an array of programs and services designed to facilitate transformative learning and personal development. Some 20 functional areas within the division include: Career Services, Student Life, Global Affairs, Student Conduct and the Volunteer and Service Learning Center.

Student Affairs additionally oversees undergraduate recruitment, retention and graduation activities. Support areas for these activities consists of the Office of First Year Experiences (Enrollment Central and Success Central, placement testing, and IDs), undergraduate admissions/scholarships, enrollment services (admission, academic records, articulation, and registration), student financial services (student financial aid/scholarships and the university bursar), transfer student support services, undergraduate academic advisement, degree certification and graduation support services, NCAA academic compliance, and Veterans’ Affairs.

These units meet the mission of the division through the recruitment and admission of undergraduate students, academic orientation for first-time students, oversight of registration processes, articulation of transfer courses, maintenance of academic records, award of student financial aid, assessment and collection of tuition and fees, academic advisement of undergraduate students, certification of graduation, athletic and veteran eligibility, and issuance of academic transcripts and diplomas.

1.4.7 VICE PRESIDENT FOR INFORMATION TECHNOLOGY AND CIO

The division of Information Technology provides quality, effective and appropriate technology infrastructure, applications, and services in support of the university mission and empowers units with technology to achieve their goals.

The Office of Information Technology (OIT) at the University of Central Oklahoma provides oversight for the university’s technology infrastructure and manages all mission-critical systems. OIT approves technology-related licenses, contracts, and agreements, managing those that are used campuswide or by multiple areas. The Office of Information Technology (OIT) is responsible for the university’s strategic technology direction. The OIT is responsible for designing and leading processes that are rendered actionable. OIT is charged with monitoring the mechanisms to ensure that information assets are curated with appropriate care and diligence. Central IT simultaneously creates the
new, while managing the current. OIT operates new systems about to be deployed, existing systems in production, and older systems about to be retired.

1.4.8 VICE PRESIDENT FOR UNIVERSITY COMMUNICATIONS

The vice president for university communications is the university’s chief communications officer and serves as a member of the president’s cabinet. The vice president for university communications oversees and supervises all activities and personnel in university communications, which serves as the public relations/advertising/marketing agency for the university’s many departments, offices and programs. The vice president for university communications serves as liaison to the media, is involved in strategic planning, crisis management and a variety of other communications related initiatives. The university communications staff of professionals promotes Central to internal and external audiences through news releases, media relations, advertising, branding and marketing initiatives, video, publications and electronic media.

1.4.9 VICE PRESIDENT FOR DEVELOPMENT

The UCO Development Office supports and promotes the mission and strategic goals of the University of Central Oklahoma by coordinating, securing, and managing private funds and resources so that students can learn and become productive, creative, ethical and engaged citizens and leaders. Staff build and steward meaningful and life-long relationships with alumni, friends, donors and the campus community. Through its four divisions, including the UCO Foundation, UCO Alumni Relations, Development, and Advancement Services, staff works with university administration and faculty leadership in the areas of alumni relations; public relations, marketing and special events; major gifts and grants; annual giving and Presidential Partners; planned giving; data management; fund management; external affairs; donor relations and stewardship; and donor compliance.

1.4.10 VICE PRESIDENT FOR PUBLIC AFFAIRS

The mission of the Office of Public Affairs is to advocate for UCO and to build collaborations among UCO’s partners in business, industry, government, non-profits and PK-16 organizations. The office serves as an institutional liaison to Oklahoma’s Congressional delegation and to the Legislature to advance UCO’s public policy positions and funding initiatives. It also is responsible for tribal, local government and community relations, as well as special projects assigned by the president. Additionally, the office facilitates federal agencies relationships strategic planning.
Reporting to the vice president is Leadership Central, which coordinates student development activities for the President’s Leadership Council and Leaders of Tomorrow Council.

1.4.11 **ATHLETIC DIRECTOR**

The Director of Intercollegiate Athletics is responsible for providing leadership to the University’s varsity athletic program. The athletic director oversees 15 varsity intercollegiate athletic programs with approximately 375 student-athlete participants each academic year. The university is a member of the National Collegiate Athletic Association (NCAA) Division II, Mid America Intercollegiate Athletics Association. The mission of the athletic program is to support the broader mission of the university by providing a transformative learning experience to student-athletes with the objective of producing creative, ethical and engaged citizens and leaders.

1.5 **ACADEMIC ORGANIZATION**

The teaching faculty of the University of Central Oklahoma is organized into colleges and departments/schools with deans and chairs/school directors providing administrative leadership and direction. All full-time teaching faculty members, all full-time professional administrators, all full-time academic advisors, and all full-time professional librarians comprise the Faculty Association (See Section 1.6, Faculty Governance.)

Administration and faculty committees have been established to meet specific needs in the development and administration of university policies and procedures (See Section 1.7, University Committees and Councils.)

1.5.1 **COLLEGES**

The university is organized into six colleges. This structure serves as the basis for planning, implementation, and administration of all instructional programs. The faculty members are responsible for recommendations relative to courses of instruction, quality of teaching, and curricular requirements in their respective disciplines.

The six colleges are:

- College of Business (CB)
- College of Education and Professional Studies (CEPS)
- College of Fine Arts and Design (CFAD)
- College of Liberal Arts (CLA)
1.5.2 DEAN: JACKSON COLLEGE OF GRADUATE STUDIES
1.5.2.1 ROLES AND RESPONSIBILITIES

The dean is the chief administrative officer of the graduate college. The dean is responsible to the president and provost/vice-president for academic affairs and accountable to students, staff, faculty, administrators, alumni and other stakeholders.

The graduate dean combines professional skill, vision, and effective communication to lead and manage the college. The graduate dean guides the long-range development of the college within the context of the university and academic missions and strategic plans. The graduate dean lays the groundwork for professional interaction through direct communication with the other deans and with department chairs/school directors. Additionally, the graduate dean facilitates on-going planning activities to promote continuous improvement.

The graduate dean fulfills many specific leadership and management functions which include, among others, the following:

A. Leadership

1. Developing, in collaboration with others in the college, a vision, mission, goals and strategic plan that are aligned with the university and academic missions and strategic plans.
2. Promoting graduate education through catalog, web site, and other promotional materials and activities.
3. Maintaining the integrity of graduate policies, while evaluating and making recommendations on graduate curricular and course changes.
4. Administering award programs for graduate faculty and students.
5. Overseeing the Graduate Council’s admission process of those seeking graduate faculty status.
6. Advising and supporting the other colleges and the Graduate Council in the maintenance and development of quality graduate programs.
7. Making a positive contribution to the university and communities it serves as a member of the academic leadership.
8. Making a positive contribution in teaching, scholarship and creative activities within the context of leadership and management responsibilities.

B. Management

1. Developing policies and acquiring resources to fulfill the graduate college vision, mission, goals and strategic plans.
2. Ensuring the integrity of graduate policies and processes.
3. Maintaining graduate records.
4. Ensuring that administrative responsibilities are met in an accurate and timely manner.
5. Establishing and maintaining an environment that promotes a healthy, positive climate, with open, two-way communication and appreciation for diverse perspectives.
6. Providing stewardship, oversight and sound management of personnel, budget, facilities and equipment in alignment with the college strategic plan.

1.5.2.2 GRADUATE DEAN SELECTION PROCESS

The provost/vice president for academic affairs will notify the university faculty when the selection of the graduate dean becomes necessary. The position will be advertised in an appropriate manner. An earned doctorate or other terminal degree will be required for the position of dean.

The provost/vice president for academic affairs will request that each of the other colleges elect one graduate faculty member to serve on the screening committee for the deanship. All faculty excluding temporary appointment positions are eligible to vote. The faculty member with the most votes is the college’s representative on the search committee. The faculty member with the second largest number of votes will be the alternate if the first representative is unable to serve.

The provost/vice president will also select a current dean from another college to serve on the search committee.

The screening committee will elect a chair and receive direction from the provost/vice president for academic affairs at the first meeting. Any committee member who becomes a candidate for dean will be disqualified from the committee and replaced by the alternate representative.
from the applicant’s college. The provost/vice president for academic affairs will give the committee the date to report a list of acceptable candidates. The provost/vice president for academic affairs will review the committee’s recommendations and submit a recommendation to the president. If the committee is unable to submit nominations, the provost/vice president for academic affairs will either extend the search or recommend an appointment to the president.

1.5.2.3 APPOINTMENT

The graduate dean is a twelve (12) month employee of the university and serves in an administrative capacity at the pleasure of the provost.

1.5.2.4 EVALUATION

The graduate dean shall be evaluated during the spring semester of their second year of service and every second year thereafter. The evaluation instrument used shall be mutually agreed to by the deans, provost, and the Faculty Senate. These formative evaluations are to be used for the purpose of improvement of the dean.

1.5.2.5 CALLED REVIEW

A review of the graduate dean may be called if sixty percent (60%) or more of the full-time graduate faculty (excluding provisional appointments) petition the provost/vice president for academic affairs. Upon receipt of a petition the provost/vice president for academic affairs or designee will verify each signature by asking each signer a) if he/she did in fact sign the petition, and b) if he/she wishes to remain on the petition. If the verified petition still has signatures from sixty percent (60%) or more of the graduate faculty (as defined above), the provost/vice president for academic affairs will appoint a committee consisting of one tenured faculty member from each of the other colleges to review, evaluate, and within sixty (60) days submit recommendations to the provost/vice president for academic affairs. The provost/vice president for academic affairs will review the committee recommendations and forward an analysis and recommendation to the president. The provost/vice president for academic affairs may make a recommendation for continuance or non-continuance.

1.5.2.6 RELEASE FROM APPOINTMENT

The graduate dean may request a release from appointment to return to the classroom. A
full semester’s advance notice in writing to the provost/vice president for academic affairs is appropriate; a full academic year’s notice is requested under normal circumstances. Based on recommendation by the provost/vice president for academic affairs, the dean may be released from appointment following notification and due process.

1.5.2.7 INTERIM AND ACTING DEAN

The provost/vice president for academic affairs may appoint an interim graduate dean to perform all duties of the JCGS dean while the position of dean is vacant. The provost/vice president for academic affairs may appoint an acting dean to perform all of the duties of the dean while the graduate dean is temporarily unable to fulfill those duties.

1.5.3 ASSISTANT DEAN: JACKSON COLLEGE OF GRADUATE STUDIES
1.5.3.1 ROLES AND RESPONSIBILITIES

The dean of the Jackson College of Graduate Studies may delegate duties and responsibilities to the assistant dean. The specific duties and responsibilities of the assistant dean will vary according to the needs of the college and the respective strengths of the dean and the assistant dean. In the absence of the dean, the assistant dean is responsible for routine operations, representation of the college and other duties as approved by the provost/vice president for academic affairs.

1.5.3.2 ASSISTANT DEAN SELECTION PROCESS

The dean of the Jackson College of Graduate Studies will notify the graduate faculty when the selection of an assistant dean becomes necessary. The assistant dean is selected by the dean from the graduate faculty, is endorsed by the provost/vice president for academic affairs, and serves at the pleasure of the dean. It is recommended, although not required, that applicants hold tenure prior to consideration. The position may, with provost/vice president for academic affairs approval, be advertised campus-wide or externally. The dean may use a formal or informal process to review and select an assistant dean. Assistant deans are faculty members and are compensated for their administrative duties through reduced teaching loads, which may vary, and by salary adjustments.

1.5.4 DEAN: CB, CEPS, CFAD, CLA, AND CMS
1.5.4.1 ROLES AND RESPONSIBILITIES
The dean is the chief administrative officer of the college. The dean is responsible to the president and provost/vice-president for academic affairs and accountable to students, staff, faculty, administrators, alumni and other stakeholders.

The dean combines professional skill, vision, and effective communication to lead and manage the college. The dean guides the long-range development of the college within the context of the university and academic missions and strategic plans. The dean lays the groundwork for professional interaction through direct communication with the department chairs/school directors. Additionally, the dean facilitates on-going planning activities to promote continuous improvement.

The dean fulfills many specific leadership and management functions which include, among others, the following:

A. **Leadership**

1. Developing, in collaboration with others in the college, a vision, mission, goals and strategic plan that are aligned with the university and academic missions and strategic plans.

2. Participating, in collaboration with Academic Affairs and the University of Central Oklahoma Foundation, in fundraising and development activities including, but not limited to, major gift solicitation, donor stewardship, grantsmanship, and alumni relations.

3. Making a positive contribution to external communities and stakeholders by serving on external boards, working to form creative/scholarly/research partnerships, and serving as a professional resource for the community.

4. Developing, in collaboration with Academic Affairs, the Centre for Global Competency, and the International Services Office, International relationships for student and faculty exchange and study abroad/study tour opportunities.

5. Establishing and maintaining an environment that promotes a healthy, positive climate: open, two-way communication; and appreciation for diverse perspectives.
6. Working with the associate dean(s), assistant dean(s), and department chairs to
   a. Lead processes to ensure continuous quality improvement and to pro-
      mote student learning in areas including program development, assess-
      ment and evaluation.
   b. Provide professional development of department chairs/school direc-
      tors, faculty and staff.
   c. Provide oversight of a comprehensive personnel management system
      including the recruitment, hiring, retention, and evaluation of faculty
      and staff members.

7. Making a positive contribution in teaching, scholarship and creative activi-
   ties within the context of leadership and management responsibilities.

B. Management

1. Developing policies and acquiring resources to fulfill the college vision,
   mission, goals and strategic plans.
2. Ensuring that administrative responsibilities are met in an accurate and
   timely manner.
3. Establishing and maintaining an environment that promotes a healthy,
   positive climate; open, two-way communication; and appreciation for
   diverse perspectives.
4. Providing stewardship, oversight and sound management of personnel, bud-
   get, facilities and equipment in alignment with the college strategic plan.

1.5.4.2 DEAN SELECTION PROCESS

The provost/vice president for academic affairs will notify the college faculty when the
selection of a dean becomes necessary. The position will be advertised in an appropriate manner.
An earned doctorate or other terminal degree will be required for the position of dean.

The provost/vice president for academic affairs will request that each department/school
in the college elect one tenured faculty member to serve on the screening committee for the
deanship. If there is no tenured faculty member, the department/school may elect a full-time
tenure-track member.
All full-time faculty excluding temporary appointment positions are eligible to vote. The faculty member with the most votes is that department’s/school’s representative on the search committee. The faculty member with the second largest number of votes will be the alternate if the first representative is unable to serve.

The provost/vice president will also select a current dean from another college to serve on the search committee.

The screening committee will elect a chair and receive direction from the provost/vice president for academic affairs at the first meeting. Any committee member who becomes a candidate for dean will be disqualified from the committee and replaced by the alternate representative from the applicant’s department/school. The provost/vice president for academic affairs will give the committee the date to report a list of acceptable candidates. The provost/vice president for academic affairs will review the committee’s recommendations and submit a recommendation to the president. If the committee is unable to submit nominations, the provost/vice president for academic affairs will either extend the search or recommend an appointment to the president after consultation with the college chairs.

1.5.4.3 APPOINTMENT

Deans are twelve (12) month employees of the university and serve in an administrative capacity at the pleasure of the provost.

1.5.4.4 EVALUATION

Deans shall be evaluated during the spring semester of their second year of service and every second year thereafter. The evaluation instrument used shall be mutually agreed to by the deans, provost, and the Faculty Senate. These formative evaluations are to be used for the purpose of improvement of deans.

1.5.4.5 CALLED REVIEW

A review of the dean may be called if sixty percent (60%) or more of the college’s tenured faculty members petition the provost/vice president for academic affairs. Upon receipt of a petition the provost/vice president for academic affairs or designee will verify each signature by asking each signer a) if he/she did in fact sign the petition, and b) if he/she wishes to remain on the peti-
tion. If the verified petition still has signatures from sixty percent (60%) or more of the tenured faculty members in the college the provost/vice president for academic affairs will appoint a committee consisting of one tenured faculty member from each department/school in the college to review, evaluate, and within sixty (60) days submit recommendations to the provost/vice president for academic affairs. The provost/vice president for academic affairs will review the committee recommendations and forward an analysis and recommendation to the president. The provost/vice president for academic affairs may make recommendation for continuance or non-continuance.

1.5.4.6 RELEASE FROM APPOINTMENT

Deans may request a release from appointment to return to the classroom. A full semester’s advance notice in writing to the provost/vice president for academic affairs is appropriate; a full academic year’s notice is requested under normal circumstances. Based on recommendation by the provost/vice president for academic affairs, a dean may be released from appointment following notification and due process.

1.5.4.7 INTERIM AND ACTING DEAN

The provost/vice president for academic affairs may appoint an interim dean to perform all duties of the dean while the position of dean is vacant. The provost/vice president for academic affairs may appoint an acting dean to perform all of the duties of the dean while the dean is temporarily unable to fulfill those duties.

1.5.5 ASSOCIATE AND ASSISTANT DEAN

1.5.5.1 ROLES AND RESPONSIBILITIES

The dean may delegate duties and responsibilities to the associate or assistant dean. The specific duties and responsibilities of the associate and assistant deans will vary according to the needs of the college and the respective strengths of the dean and the associate and assistant deans. While associate and assistant deans may be involved in the faculty evaluation process, final recommendation related to personnel decisions affecting full-time faculty, leave, annual evaluations, promotion, tenure and termination, rest with the dean. In the absence of the dean, the associate or assistant dean is responsible for routine operations, representation of the college and other duties as approved by the provost/vice president for academic affairs.

1.5.5.2 ASSOCIATE AND ASSISTANT DEAN SELECTION

The dean of a college will notify the college’s faculty when the selection of an associ-
ate or assistant dean becomes necessary. The associate or assistant dean is selected by the dean, is endorsed by the provost/vice president for academic affairs, and serves at the pleasure of the dean. It is recommended, although not required, that applicants hold tenure prior to consideration. The position may, with provost/vice president for academic affairs approval, be advertised campus-wide or externally. The dean may use a formal or informal process to review applications. Associate deans are staff members and are compensated for their positions based upon CUPA data. Assistant deans are faculty members and are compensated for their administrative duties through reduced teaching loads, which may vary, and by salary adjustments.

1.5.5.3 EVALUATION

Associate and assistant deans shall be evaluated during the spring semester of their third year of service and every third year thereafter. The evaluation instrument used shall be mutually agreed to by the supervising dean, the provost and in consultation with the Faculty Senate. These formative evaluations are to be used for leadership development of associate and assistant deans.

1.5.5.4 INTERIM ASSOCIATE AND ASSISTANT DEAN SELECTION

The dean, with approval of the provost/vice president for academic affairs, may appoint an interim associate dean or assistant dean to perform all the duties of the associate or assistant dean while the position is vacant.

1.5.6 DEPARTMENTS/SCHOOLS/INSTITUTE

The departments/schools within the college structure are:

College of Business
  Accounting
  Economics
  Finance
  Information Systems and Operations Management
  Management
  Marketing
  Military Science

College of Education and Professional Studies
  Adult Education and Safety Sciences
Donna Nigh Advanced Professional and Special Services
Curriculum and Instruction
Educational Sciences, Foundations & Research (formerly Professional Teacher Education)
Human Environmental Sciences
Kinesiology and Health Studies
Psychology

College of Fine Arts and Design

Academy of Contemporary Music (ACM)
Art
Dance
Design
School of Music
Theatre

College of Liberal Arts

English
History and Geography
Humanities and Philosophy
Mass Communication
Modern Languages, Literature, and Cultures
Political Science
School of Criminal Justice
Sociology and Substance Abuse Studies

College of Mathematics and Science

Biology
Chemistry
Computer Science
Engineering and Physics
Funeral Service
Mathematics and Statistics
Nursing
1.5.7 DEPARTMENT CHAIRS AND SCHOOL DIRECTORS

1.5.7.1 ROLES AND RESPONSIBILITIES

The department chair or school director is responsible for the operation of a department or school and continues to function as a faculty member, engaging in teaching, service, and scholarly/creative activity.

A. LEADERSHIP/MANAGEMENT

The department chair/school director will:

1. be the primary voice for communicating the university’s, the college’s and the department’s/school’s vision and mission to the faculty, students and other stakeholders;

2. represent the department/school in communications with other professionals on and off campus;

3. endeavor to support the department’s/school’s development to reflect external change in the discipline and the department’s/school’s role within the college and the university. Support includes attendance at national conferences;

4. guide the long-range development of the department/school within the context of the university’s and the college’s vision, mission, and goals;

5. develop and oversee the implementation and evaluation of a strategic plan with clear budget implications congruent with the university and college missions and strategic plans;

6. articulate the department’s/school’s goals and needs within the college and collaborate with the dean to strengthen the department/school;

7. oversee curriculum, budget and personnel issues, including recruitment and retention, for the department, and address the needs of faculty, staff, students, accreditors and other stakeholders;

8. oversee the supervision, evaluation and professional development of all departmental personnel;
9. initiate and supervise program development, maintenance, and evaluation;
10. collaborate with academic advisors and others to address students’ academic needs including transfer articulation, course substitutions and advisement.

B. TEACHING, SERVICE, SCHOLARLY/CREATIVE ACTIVITY

The department chair/school director will continue to demonstrate satisfactory performance in the areas of teaching, service, and scholarly/creative activity through the established tenure and promotion system. The dean should offer support and resources to enable a department chair/school director to fulfill performance in these areas.

1.5.7.2 TERM

A department chair/school director begins service at the pleasure of the dean and will normally be selected for a term of four consecutive years. The new term will normally begin during the summer term as approved by the dean, a transition period between the out-going and in-coming department chairs/school directors. In periods of transition, the 8 FTE load shall be split between the two individuals as negotiated.

1.5.7.3 COMPENSATION

The department chair/school director receives reassigned instructional time for leadership and management activities and stipend based upon the departmental FTE, including FTE generated by adjunct faculty. The department chair/school director will receive 50% reassigned instructional time (six hours) unless the departmental FTE exceeds 40. Chairs/directors whose FTE is greater than 40 may be considered for a total of nine (9) hours of reassigned instructional time per semester for leadership and management activities. Affected chairs/directors should request the additional reassigned time (from six to nine hours) through their respective deans. Upon the dean’s approval, nine hours of reassigned instructional time will become effective the following fall or spring semester. The stipend is recalculated annually and begins each August.

1.5.7.3.1 COMPENSATION FORMULA

The compensation formula is as follows: Add together the number of full-time faculty plus FTE calculation of adjunct faculty (number of adjunct faculty hours divided by 16).
**1.5.7.3.2 COMPENSATION FOR INCOMING DEPARTMENT CHAIR/SCHOOL DIRECTOR**

The salary of an incoming department chairperson/school director will be calculated using a base salary that includes the chairperson/school director stipend and will be instituted when the term begins.

**1.5.7.4 RECOMMENDATION AND SELECTION PROCEDURES**

**1.5.7.4.1 AUTHORITY TO APPOINT**

The provost/vice president for academic affairs, acting on recommendations from the dean of the college and the faculty of the department/school, appoints department chairs and school directors. Under normal circumstances the following procedure will be followed.

**1.5.7.4.2 DEPARTMENT/SCHOOL FACULTY RECOMMENDATION PROCEDURE**

1. In February of the fourth year of the department chair’s/school director’s term, the dean will notify the department/school faculty that the department chair’s/school director’s term is concluding and that the position will need to be filled beginning with the following fall semester. A two-week period will be designated for eligible faculty members in the department/school to submit to the dean written applications for the position of department chair/school director.

   A. Generally, an eligible faculty member is defined as one who is a full-time and tenured faculty member within the department. However, the department may consider candidates who do not meet this definition if: 1) that candidate’s application is deemed to be in the best interests of the department, and 2) the dean and provost/vice president for academic affairs approve inclusion of the applicant in the pool of eligible candidates.

   B. The dean may, in extraordinary circumstances, request permission from the provost to advertise externally.
2. At the close of the filing period, the dean will notify the department faculty of the names of those who have filed for the position and call a department meeting to determine the recommended candidate.

3. All full-time faculty members within the department, excluding temporary appointments, may cast a ballot. The college dean and associate dean, although holding a tenured position in the department/school, are not considered full-time faculty members in that department/school and therefore cannot participate in the balloting process for department chair/school director. Assistant deans with in-load teaching responsibilities may participate in the balloting process for department chair/school director;

4. A written ballot, to be cast in secret, will be provided by the dean;

5. The procedure is to be completed the end of the eighth (8th) week of the spring semester;

6. The department’s/school’s recommendation requires a simple majority of those casting ballots including absentee ballots. However, if the incumbent chair has held the position for two (2) successive terms, s(he) will not be eligible for re-election unless recommended by sixty percent (60%) of the eligible voting members. In the event the incumbent chair does not receive a favorable recommendation from at least 60% of the eligible balloting members, the applicant with the next highest number of ballots will, by default, be considered to be the recommended candidate.

7. If no person has a majority on the first ballot, a run-off ballot between the two top candidates will be held. If an unbreakable deadlock occurs, the results will be so reported by the dean.

**1.5.7.4.3 DEAN RECOMMENDATION PROCEDURE**

Following receipt of the department faculty recommendation, the dean will forward his/her recommendation along with the recommendation from the departmental faculty to the provost/vice president for academic affairs.

**1.5.7.4.4 APPROVAL PROCEDURE**

The provost/vice president for academic affairs has the discretion to accept the recommendation; request that the department/school advertise the position outside the university; request the de-
partment conduct a second balloting; or appoint any amenable full-time faculty member as department chair. The provost/vice president for academic affairs will notify the president of the selection.

1.5.7.5 SELECTION OF A REPLACEMENT DEPARTMENT CHAIR/SCHOOL DIRECTOR TO FULFILL AN INCOMPLETE TERM

If a department chair/school director is unable to complete his/her term, the procedure to select a replacement will follow the procedures above, and should be completed as soon as is practical. Under normal circumstances, the new department chair/school director will commence a full, four-year term starting the next fall, or, in a case in which a term begins in the middle of a year, three complete years, in addition to the remainder of the first year’s term. This does not preclude the possibility of other arrangements among the concerned parties.

1.5.7.6 PROFESSIONAL DEVELOPMENT

Deans, in conjunction with the Office of Academic Affairs, will provide support for department chairs/school directors to attend external meetings and leadership programs. The provost/vice president for academic affairs will sponsor at least one meeting per semester to support the department chairs’/school directors’ professional development.

New chairs/school directors will be encouraged to attend the Higher Ed Department Chair Academy, sponsored by the Educator’s Leadership Academy, located on the university campus. A number of scholarships are provided each year from the president and/or Academic Affairs to support this activity.

1.5.7.7 EVALUATION

Department chairs/school directors are evaluated in three ways:

1. The dean in an annual formal meeting will discuss with each department chair/school director, the department’s/school’s progress in achieving its goals and will undertake a thorough review of the department chair’s/school director’s administrative performance. This review will be based on clear objectives that fulfill the university’s, the college’s, and the department’s/school’s mission statements. The dean and the department chair/school director will develop these objectives. The objectives within each college will be consistent and appropriate for that college.

In addition to objectives that are important within each college, the following areas should be included in these evaluations:
Leadership
Communication
Decision Making
Professionalism
Management of
Curriculum
Budget
Personnel
Environment
Planning

2. During the second year of his/her term, the department chair/school director will be evaluated by the department/school faculty. Full-time faculty members within the department, excluding temporary appointments, may participate in the evaluation.

3. The department chair/school director will follow the standard schedule of evaluation specified in the Tenure and Promotion Guidelines (see Appendix E).

1.5.7.8 Called Review

If the faculty members of the department/school desire to replace a department chair/school director after a period of less than four years, at least sixty percent (60%) of the tenured faculty members must petition the dean for an evaluation. Once a petition is filed with the dean, he/she will request that the provost/vice president for academic affairs or designee verify each signature by asking each signer a) if he/she did in fact sign the petition, and b) if he/she wishes to remain on the petition. If the verified petition still has signatures from sixty percent (60%) or more of the tenured faculty members in the department, the provost/vice president for academic affairs will notify the dean of the respective college that the petition is valid. A review committee appointment by the dean will evaluate the department chair/school director and make a recommendation to the dean.

After reviewing the committee’s recommendation and all other relevant material, the dean will forward the committee recommendation and his/her recommendation to the provost/vice president for academic affairs. The dean will also inform, in writing, the department chair/school direc-
tor of both the department/school and the committee of his/her recommendation. The provost/vice president for academic affairs will review all relevant materials and determine whether to sustain the recall. If the recommendation for recall is sustained, the dean will initiate a new selection process as outlined in Section 1.5.7.4. Until such time as a new department chair/school director can be selected, the provost/vice president for academic affairs and the dean of the college will appoint an interim department chair/school director. The provost/vice president for academic affairs will notify the president of the selection.

1.5.7.9 RELEASE FROM APPOINTMENT

1. Prior to the completion of a term, a department chair/school director may request a release from appointment to return to the classroom. A full semester’s advance notice in writing to the dean and provost/vice president for academic affairs is appropriate; a twelve month notice is requested under normal circumstances. Based on recommendation by the dean and the provost/vice president for academic affairs, a department chair/school director may be released from appointment following notification and due process.

2. The dean may recommend removal of a department chair/school director based on the results of evaluations completed by faculty members or the dean’s own direct evaluation. If the dean chooses to replace a department chair/school director prior to the completion of a four-year term, the dean will forward his/her recommendation to the provost/vice president for academic affairs. The dean must also inform, in writing, the department chair/school director of the dean’s recommendation. The provost/vice president for academic affairs will review all relevant material and make a decision regarding removal. If the provost/vice president for academic affairs sustains a recommendation for removal, the dean will initiate a new selection process as outlined in Section 1.5.7.4. Until such time as a new chair can be selected following the procedures of 1.5.7.4, the provost/vice president for academic affairs and the dean of the college may appoint an interim department chair/school director.

1.5.8 SUMMER TERM REPLACEMENT FOR DEPARTMENT CHAIRS/SCHOOL DIRECTORS

Persons who serve as department chairs/school directors during their 10-month contract will also serve as department chair/school director during the summer term. Chairs receiving a summer stipend/reassigned time are expected to be on campus full-time when they have full-time teach-
ing and administrative responsibilities. (The time spent on administrative duties should be divided as evenly as possible over the 5 day week.) On occasion, department chairs/school directors may request a replacement to serve as chair/school director for one or both months of the summer term. If a department chair/school director wishes to request a summer term replacement, the following process applies:

A. By April 1, prior to the summer term under consideration, the department chair/school director must submit to his/her dean, a formal written request for a full or partial replacement with the assistant chair. If the department/school does not have an assistant chair, a recommendation of one or more faculty members within the department/school who are capable of serving as summer term department chair/school director will be forwarded to the dean.

B. The dean will consider the request and notify the department chair/school director by no later than May 1, whether the request is granted or denied.

If the request is granted, the dean will:

1. notify the associate vice president for academic affairs of the decision;
2. note the leave of absence without pay, in the department chair’s/school director’s file as an official record;
3. select the person to serve as summer term department chair/school director;
4. notify the budget manager in the Office of Academic Affairs to arrange the appropriate salary for the summer term department chair/school director (note that only one person at a time shall receive the stipend and a salary associated with serving as department chair/school director during any academic term);
5. formally notify the faculty of the department/school of the action.

If the decision by the dean is to deny the request, the dean will provide the rationale for the decision in writing to the department chair/school director and to the associate vice president for academic affairs. The department chair/school director may appeal the denial decision to the associate vice president for academic affairs who will make the final determination.

If the request is granted, the department chair/school director will:
1. be responsible for preparing the summer term department chair/school director for the roles, responsibilities, and schedule inherent in the summer months so as to ensure an effective transition and smooth department/school operation;

2. by May 1, notify the dean in writing, that all essential preparation and coordination for and with the summer term department chair/school director and the department/school secretary have been accomplished.

1.5.9 ASSISTANT CHAIRS

Department chairs/school directors have the option of being assisted by an officially recognized and compensated assistant chairperson. The assistant chairs may be compensated by a load reduction (reassigned time) of three (3) hours per semester. They will be selected and their duties determined by the department chair/school director with the approval of the dean. In the department chair’s/school director’s absence, the assistant chair will assume the duties, responsibilities and appropriate portion of the department chair’s/school director’s stipend.

1.6 FACULTY GOVERNANCE

Recognizing the need to involve the faculty in university governance, the Regional University System of Oklahoma established the University of Central Oklahoma Faculty Association and Faculty Senate. These bodies afford the faculty opportunities to become involved in university problem-solving and decision-making.

1.6.1 FACULTY ASSOCIATION

The Faculty Association is composed of all full-time teaching faculty members, all full-time professional administrators, all full-time academic advisors, and all full-time professional librarians.

1.6.2 FACULTY SENATE

The Faculty Senate is the body elected to represent the Faculty Association. Faculty Senate Bylaws, Constitution, and Operating Code are in Appendix B.

To allow adequate time for Faculty Senate responsibilities, the president of the Faculty Senate is allowed up to six hours of reassigned time per semester.
1.7 UNIVERSITY COMMITTEES AND COUNCILS

The University of Central Oklahoma has a large number of university, college, and department/school committees through which faculty and staff members participate in policy formulation and decision-making. In most instances, faculty and staff members may express a preference with respect to their committee assignments. Membership on certain committees is restricted by the regulations of the Regional University System of Oklahoma, the Faculty Senate, and other entities and governing bodies.

University committees are defined as having representation from at least one vice president’s office, all colleges except Jackson College of Graduate Studies, the Faculty Senate and, when appropriate, the Staff Senate and the University of Central Oklahoma Student Association (UCOSA). Standing university committees have a continuing charter, while ad hoc university committees are convened for special and normally short-term purposes.

University councils have specific membership criteria and operating procedures. A council usually has more senior representation and more direct involvement with policy and resource issues than a committee. A council may also make recommendations with university-wide implications.

Every university committee that deals with faculty and student issues shall have at least two faculty members, one an at-large member appointed by the provost/vice president for academic affairs and the other a Faculty Senate member appointed by the Faculty Senate president.

From time to time, vice presidents may convene special task forces, working groups, or action teams to address specific needs. The originating vice president, in consultation with the Faculty Senate president, shall determine the appropriate composition of each such task force, working group, or action team.

College and department/school committees are established and managed by and report to their respective deans or department chairs/school directors. Further information about individual college or department/school committees may be obtained from the dean or department chair/school director who originated the committee.

The vice president, dean, or department chair/school director who originates a committee is responsible for establishing the committee’s membership and operating code, setting terms of
appointment for committee members, and maintaining and administering the committee’s records, as well as any other materials necessary to the fulfillment of the committee’s charges.

1.8 OFFICE OF RESEARCH & SPONSORED PROGRAMS

1.8.1 OVERVIEW

The Office of Research & Sponsored Programs encourages, promotes, and supports faculty and students at UCO who are engaged in research, scholarly and creative activities.

1.8.2 GRANTS

1.8.2.1 INTERNAL - ON-CAMPUS FACULTY GRANT PROGRAM

The Office of Research & Sponsored Programs provides funding for faculty members to develop a research, creative, and scholarly activity project with internal funds and then complete or expand the project with funds obtained from an external granting agency (federal, state, foundation, private corporation, etc.). In addition to faculty grants, the Office of Research & Sponsored Programs offers support to student-centered research, creative and scholarly activities. For more information regarding intramural grant opportunities, visit the Office of Research & Sponsored Programs website (http://www.uco.edu/academic-affairs/research-grants/index.asp).

1.8.2.2 EXTERNAL

External Grant Proposal Routing Requirements

Faculty members wishing to submit a grant proposal to an external funding agency must route their grant proposal through their department chair/school director, college dean, controller’s office, Office of Research & Sponsored Programs, Office of Research Compliance and the provost/vice president for academic affairs. Deadlines, which are strictly enforced, do apply to the routing process. To obtain a copy of the External Grant Proposal Routing Form and obtain specific information and deadlines regarding routing requirements for external grants, see the Office of Research & Sponsored Programs website (http://www.uco.edu/academic-affairs/research-grants/index.asp).

External Grant Funding Policies

Expenditures from external grants must follow all applicable rules and procedures of the funding agency, the State of Oklahoma, and the university in addition to any limitations placed on the funds by the grantor. The principal investigator (PI) of the grant is responsible for adherence to all applicable rules and procedures.
All items purchased with grant funds become the property of UCO (unless stated in the grant that it will remain the property of the grantor). Under no circumstances will equipment purchased with grant funds become the personal property of the PI, Co-PI, or anyone else associated with the grant. All grant provisions for paying salaries must include any associated fringe benefits. For additional information, please contact the Office of Research & Sponsored Programs, Nigh University Center, Room 341, 405-974-3492.

**Indirect Costs from External Grants**

There is great benefit to include indirect costs in external grant proposals. For specific breakdown of indirect costs, visit the Office of Research & Sponsored Programs website (http://www.uco.edu/academic-affairs/research-grants/index.asp).

**External Grant Seeking Databases**

Faculty and staff at UCO wishing to search for grant opportunities can visit the COS Funding Opportunities website (http://www.cos.com/), Grants.gov website (http://www.grants.gov/), Oklahoma State Regents for Higher Education website (http://www.okhighered.org/grant-opps/), or contact the Office of Research & Sponsored Programs, Nigh University Center, Room 341, 405-974-3492.

**1.8.3 Assistantships and On-Campus Internships**

A limited number of undergraduate and graduate assistantships and intern appointments are available for students enrolled in a degree-granting program at the University of Central Oklahoma.

Undergraduate students are eligible to hold the following titles: research assistant or administrative intern.

Graduate students may hold any of the following titles: teaching assistant, research assistant, graduate intern, or administrative intern.

Information about teaching assistants may be found in Section 2.8 and Section 3.13.

See additional information about employing students as research assistants, administrative interns, and graduate interns in Section 3.13.

Assistantships and intern appointments carry a stipend and partial tuition waiver (if applicable). Students awarded an assistantship or intern appointment can work a maximum of twenty (20) hours per week in assistantship positions. Students awarded more than one assistantship or intern...
appointment may work a combined maximum of twenty (20) hours per week. Students awarded assistantships or intern appointments may work additional hours in other part-time positions on campus such as “work study” or “student worker” up to a total of twenty-five (25) hours a week during the fall and spring semesters and up to thirty-five (35) hours a week during the summer term subject to any additional hourly restrictions that may be imposed independently of ACA hourly restrictions. Both teaching and research assistantship positions carry a tuition fee waiver allocation; the tuition fee waiver attached to the RA position will be applied first with the balance paid from the tuition fee waiver associated with the TA position. Any unapplied TA fee waiver money may be redistributed to other TAs in the college.

Students awarded assistantships or intern appointments have specified roles, duties, and responsibilities and must maintain good academic standing with UCO throughout the duration of their assistantship or intern appointment.

1.8.3.1 RESEARCH ASSISTANTS (RAs)

The duties of undergraduate or graduate research assistants vary according to the nature of the research, creative, and scholarly activities (RCSA) project in which they participate. All RAs must be engaged in some form of research, creative, and scholarly activity outside the traditional classroom. This engagement might occur via a Student RCSA grant, support provided by a Faculty On-campus grant, or support from an externally-funded project. In general, a research assistant is a student who is actively engaged in an inquiry or investigation and who, through effective collaboration with a faculty mentor, has the potential to make an original, intellectual, or creative contribution to their discipline. The desired outcome for the student should include transformative learning and dissemination (e.g., presentations at regional and national conferences, publications in periodicals and academic journals, exhibitions, performances, etc.) of their findings.

Research assistants may not perform routine tasks or responsibilities related to clerical or other duties that are deemed outside of their RCSA project. All duties are performed under the direction and supervision of a member of the faculty. Progress reports are required at the end of each academic semester. Additional information about the RA program may be found at the Office of Research & Sponsored Programs website http://www.uco.edu/academic-affairs/research-grants/index.asp.
1.8.3.2 ADMINISTRATIVE INTERNS

An undergraduate or graduate student may be appointed as an administrative intern to work with the administrative staff or faculty of a department, school, college or campus office to gather, organize, and analyze information. These duties should be relevant to both the academic program and the professional goals of the student. The student should be given the opportunity to use his/her academic training while learning new professional skills and broadening his or her perspective of the operation of the unit to which he or she is assigned.

Administrative interns may not perform routine tasks or responsibilities related to clerical and other duties outside of the academic program and professional goals of the student. Progress reports are required to be submitted at the end of each academic semester.

Oversight for the RA program is the responsibility of the Office of Research & Sponsored Programs. For additional information about the RA program at UCO, visit the Office of Research & Sponsored Programs website (http://www.uco.edu/academic-affairs/research-grants/index.asp).

1.8.4 RESEARCH ADVISORY COUNCIL (RAC) AND UNDERGRADUATE RESEARCH CREATIVE ACTIVITIES TEAM (URCAT)

The Research Advisory Council (RAC) and Undergraduate Research Creative Activities Team (URCAT) assist the Office of Research & Sponsored Programs and the Office of High Impact Practices with supporting research, creative, and scholarly activities at UCO. The RAC and URCAT are comprised of faculty representing all five colleges. For more information regarding the RAC, visit the Office of Research & Sponsored Programs website (http://www.uco.edu/academic-affairs/research-grants/index.asp) and for information regarding URCAT visit the Office of High Impact Practices website (http://www.uco.edu/academic-affairs/ohip/UG%20RCSA/URCAT.asp).

1.9 OFFICE OF RESEARCH INTEGRITY AND COMPLIANCE
1.9.1 OVERVIEW

UCO is committed to and guided by the ethical principles regarding research involving human subjects as set forth in the Ethical Principles and Guidelines for the Protection of Human Subjects of Research, also known as the Belmont Report, prepared by the National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research. UCO has pledged to abide by these principles and the resulting regulations set forth by the Department of Health and Human Services.
Code of Federal Regulation Title 45 Part 46. UCO is also committed to and guided by the humane care and use of regulated animals and animal research as mandated by the Animal Welfare Act and implemented by the Office of Laboratory Animal Welfare of the National Institutes of Health. The Office of Research Compliance oversees the development of procedures for implementation of federal regulations governing both animal and human research.

1.9.2 INSTITUTIONAL REVIEW BOARD

The oversight and safeguards for research involving human subjects is ensured by the UCO Institutional Review Board (IRB). The UCO-IRB reviews all research involving human subjects in research activities conducted at or sponsored by the University of Central Oklahoma, including research activities (a) by faculty, staff, and students, (b) performed in UCO facilities, or (c) otherwise supported by University resources or facilities which are under the control of UCO officials, except institutional research and assessment activities.

Instructions and application forms for IRB approval are available at the Office of Research Integrity and Compliance webpage (http://www.uco.edu/academic-affairs/research-compliance/index.asp; see link to all IRB Forms. Also found on the website are IRB procedures and policies outlined in the UCO Institutional Review Board Guidelines, Policies and Procedures for the Use of Human Subjects in Research Activities (see IRB Policies). Violations of those policies and procedures can result in sanctions as outlined in Appendix B of that document. Additional information about the UCO Institutional Review Board can be obtained from the Office of Research Integrity and Compliance, Nigh University Center, Room 341, or by calling 974-5497.

1.9.3 INSTITUTIONAL ANIMAL CARE AND USE COMMITTEE

The Office of Research Integrity and Compliance oversees the UCO Institutional Animal Care and Use Committee (IACUC) that reviews and approves all research involving vertebrate animal subjects in research activities conducted at or sponsored by the University of Central Oklahoma, including research activities (a) by faculty, staff, and students, (b) performed in UCO facilities, or (c) otherwise supported by University resources or facilities which are under the control of UCO officials, except as excluded by United States Department of Agriculture and National Institutes of Health regulations. Information on procedures and policies, and applications for IACUC are available online at (http://www.uco.edu/academic-affairs/research-compliance/index.asp); see
The Center for eLearning and Connected Environments (CeCE) creates progressive pathways for the University of Central Oklahoma to fulfill the educational needs of Oklahoma metropolitan communities. CeCE connects Oklahoma’s metropolitan communities with high quality and transformational educational opportunities by developing innovative educational products and services and delivering customized educational experiences when, where, and how they are needed.

1.10.1 eLEARNING ACADEMY

The following is a summary of the services offered through the eLearning Development Team:

- **eLearning Academy** provides training opportunities focused on eLearning course development, teaching, and innovation. ([http://www.uco.edu/cece/elearning/facultysupport_academy.asp](http://www.uco.edu/cece/elearning/facultysupport_academy.asp))
  - Getting Started with eLearning is a self-paced online module that introduces key information for faculty about designing and teaching eLearning courses at the University of Central Oklahoma.
  - The eLearning Facilitation Certification Course helps faculty participants develop in-
introductory skills for teaching online or hybrid. Successful completion of this course meets the certification requirements for teaching online and hybrid courses at the University of Central Oklahoma. Faculty requesting to register for the eLearning Facilitation Certification Course should contact their department chair for nomination.

- The Synchronous eLearning Facilitation Workshop helps faculty participants develop introductory skills for facilitating synchronous elearning using web conferencing and interactive video systems.

- The Heartland eLearning Institute is a next-generation professional development experience focused on developing practical skills and innovative ideas for elearning faculty, designers, developers, and leaders of higher education. The Heartland eLearning Institute achieves this through a blend of innovation, inspiration, applied learning, and dialogue with thought leaders and colleagues.

**eLearning Development Services** are designed to provide faculty consulting and production services for creating online, hybrid, and interactive video courses. ([http://www.uco.edu/cece/elearning/facultysupport_services.asp](http://www.uco.edu/cece/elearning/facultysupport_services.asp))

- The eLearning Course Development Program is the primary program through which online and hybrid courses are developed at the University of Central Oklahoma. This program uses a personalized consulting approach for developing courses. Faculty wishing to participate in the eLearning Course Development Program should contact their department chair for nomination.

- The eLearning Development Studio is located in the Nigh University Center Room 322. This room is a unique space created for designing and developing courses.

**eLearning On-Demand** services are designed to provide resources and support for course development and teaching when it’s needed. ([http://www.uco.edu/cece/elearning/faculty-support_ondemand.asp](http://www.uco.edu/cece/elearning/faculty-support_ondemand.asp))

- The eLearning Development Team is available for course development and teaching consultation and support. You can access the eLearning Development Team by phone, email, or in-person.

Call: 405.974.2420
Email: elearning@uco.edu
In-Person: 201 N. Bryant Ave Edmond, OK 73034

- eLearning librarian services through the Chambers Library are available to help faculty research, locate, and utilize library resources for elearning classes. These services are available by phone (405.974.2880), or email dthompson@uco.edu, or scheduled appointment.

**eLearning Labs** is a research and development service designed to support the discovery and sharing of elearning innovations. ([http://www.uco.edu/cece/elearning/facultysupport_labs.asp](http://www.uco.edu/cece/elearning/facultysupport_labs.asp))

- eLearning Research and Development Services provide research and grants to support faculty exploring new ideas for online, hybrid, and interactive video courses. To request research and development services for your project or idea, contact the eLearning Development Team using the information provided below.

Call: 405.974.2420

Email: elearning@uco.edu
In-Person: 201 N. Bryant Ave Edmond, OK 73034

### 1.10.3 INTERACTIVE VIDEO COURSES

Interactive Video Courses (IVC) are conducted using video-based technology systems where students connect and interact in real-time with other students and faculty members through the use of Internet-enabled devices or by reporting to a designated location. Interactive Video Courses are conducted at a scheduled time.

For information about a specific IVC, contact the academic department offering the course. For information about scheduling a location to participate in IVC, visit [http://www.uco.edu/cece/elearning/IVC/](http://www.uco.edu/cece/elearning/IVC/) contact the IVC office at 405-974-5395, by email at ivc@uco.edu, or by visit Thatcher Hall, room 315.

### 1.10.4 CUSTOMIZED EDUCATION

Customized Education provides transformative opportunities to equip business, government, groups, community organizations, and individuals with the knowledge and skills that benefit personal growth and organizational success. The Customized Education team is dedicated to providing life-long learning opportunities designed to provide business leaders, community members, and UCO students with the skills they need for current and emerging job markets as
well as for exploring personal interests. The four key components of Customized Education offer UCO the ability to be responsive, efficient, and flexible in providing services to both external and internal customers.

- Certification: Customized professional certificate programs and Continuing Education Unit (CEU) courses designed to equip learners with the knowledge and skills for achieving professional and personal goals.
- Conferences: Customized management and programming facilitation for professional development, personal enrichment, and/or academic event or conference.
- Contract Partnerships: Customized solutions designed to meet the needs of business, government, organization, industry, and individual development goals.
- Courses: Customized learning opportunities for professional or personal growth offered in a flexible delivery format.

1.11 PROFESSIONAL DEVELOPMENT PROGRAMS

The Professional Development department of the Administration Division serves the campus by providing programs that are designed to increase knowledge and enhance performance that benefits personal growth and organizational success. We support the university in achieving its mission by providing learning opportunities to develop productive, creative, ethical and engaged employees and leaders.

- Leadership UCO – There are seven one-day sessions throughout the academic calendar year dedicated to developing leaders and leadership skills on campus. This is an application program at no charge to the individual from which approximately 24 UCO employees are chosen to participate. This includes MBTI assessment, service projects, team building and developing a campus network.
- Process Improvement
  - Campus Lean Initiatives – This process improvement facilitation is provided to all departments and divisions on campus. Any employee can suggest a process for review. Cross-functional teams are assembled, as they relate to individual processes, in order to develop solutions and improvements.
  - Professional Development – Learning opportunities are provided at no additional charge to
the individual or department. Sessions cover a broad range of topics designed to meet the needs of the university and its employees as they work toward common goals. Customized training is available to departments upon request. Staff in this department facilitates both professional development sessions and departmental retreats. MBTI personality assessments and workshops are also available to departments upon request.

Visit the Professional Development web site for current schedules and details http://uco.edu/administration/professional.

1.12 CENTER FOR EXCELLENCE IN TRANSFORMATIVE TEACHING AND LEARNING

The continuing professional growth of faculty members is essential to the improvement of instruction and learning at UCO. The Center for Excellence in Transformative Teaching and Learning (CETTL), in collaboration with other campus units and individuals, offers programs, services, and resources to encourage, enhance, and support faculty, teaching, and the Scholarship of Teaching and Learning (SoTL) at UCO. With the ongoing guidance of the CETTL Advisory Board input from the Center for eLearning and Connected Environments (CeCE), administrators, and the faculty at large, CETTL constantly reviews its mission, vision, and goals as it supports the heart of the teaching enterprise at UCO, the faculty. CETTL is committed to:

- Creating and nurturing relationships with campus entities that provide resources and support to the teaching enterprise, including deans, department chairs, faculty, Chambers Library, the Office of Academic Affairs, the Office of Research & Sponsored Programs, Center for eLearning and Connected Environments (CeCE), and the Office of Information Technology (OIT);
- Designing and delivering programs and services that encourage, develop, and support the Scholarship of Teaching and Learning;
- Encouraging awareness of the importance of the scholarship of teaching and learning in the recruitment, promotion, tenure, and merit processes;
- Supporting faculty members in their efforts to enhance learning in and out of the classroom;
- Fostering instructional innovation;
- Bringing research about teaching to the attention of the university community;
• Advocating and recognizing teaching excellence;
• Designing and delivering services to our adjunct faculty on issues identified by them as pertinent and providing these services at times and delivery methods convenient for them.

Educators’ Leadership Academy (ELA) - The academy is a tuition-based, professional development academy that provides leadership development opportunities to teachers, professors, principals and K-12, career-tech and higher education administrators throughout Oklahoma. It is delivered in retreat-style workshops. This is an application program from which approximately 25 individuals are chosen to participate. The program is designed to broaden perspectives, expand professional networks and build leadership skills of future leaders for key leadership positions in the organization. Providing the ability to ensure levels of commitment to continuous improvement, renewed focus, and creating a positive leadership culture where potential leaders can thrive and impact the university’s overall sustainability.

1.13 OFFICE OF HIGH-IMPACT PRACTICES (OHIP)

The Office of High-Impact Practices (OHIP) has as a primary goal the facilitation and support of experiential learning practices in an inclusive and interdisciplinary fashion. It promotes the Central Six of Transformative Learning as well as other High-Impact Educational Practices among faculty and students. OHIP emphasizes undergraduate involvement in research, creative and scholarly activities in clinical, field, laboratory, library, museum, performance and studio venues. The Office actively promotes these same activities in international settings. OHIP practices shared governance in its operation, involving Faculty and Student Advisory Councils. For additional information, please contact the Office of High-Impact Practices at (405) 974-5086 or ohip@uco.edu.

1.14 CENTRE FOR GLOBAL COMPETENCY

The Centre for Global Competency (CGC) is a joint venture of the Office of Academic Affairs and the Office of Student Affairs. It combines the expertise of staff and faculty who have extensive experience in international programs, culture and travel. The purpose of the Centre is to advise, encourage and empower UCO students to become globally competent in support of UCO’s transformative learning focus.

Resources are available to assist faculty in adding a global component to curricular and co-curricular or extra-curricular activities. One half-time faculty member serves as the Centre’s
Global Competencies Officer and is available to assist faculty in creating and advertising study
tours and faculty exchanges in addition to other areas of international involvement. Individuals
are also available to assist students in locating and participating in semester long study abroad
activities as well as on-campus international opportunities. See Section 2.17 for information
regarding global activities for faculty.

More information regarding the CGC may be found at www.uco.edu/cgc, and through the
Study Tours Policy 2.5 found on the Academic Affairs website at: http://www.uco.edu/academic-
affairs/faculty-staff/policies-guidelines.asp

1.14 AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

The University of Central Oklahoma has a local chapter, which is an affiliate of the
national organization, of the American Association of University Professors. This organization
promotes academic freedom, equity issues, the interests and concerns of faculty members, the
well-being of academia, and the rights of faculty members.
CHAPTER 2

FACULTY POLICIES AND PROCEDURES
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2.1 PERSONNEL POLICY
It is the policy of the Board to recognize and implement the functions assigned to the regional universities by the Oklahoma State Regents for Higher Education. These functions are teaching, research, continuing education, and public service. The responsibility for carrying out this policy is shared by the Board of Regents for the Regional University System of Oklahoma, administrative officers, and the faculty of the constituent universities (Section 3.1, RUSO).

The selection, development, and retention of a competent faculty are directly related to the mission performance of the University of Central Oklahoma. In meeting this obligation, the university follows guidelines set forth by the Oklahoma State Regents for Higher Education, requirements established by the Regents for Regional University System of Oklahoma, and policies and practices of the university.

The number and type of full-time and part-time faculty reflect mission priorities and are appropriate to provide effective teaching, mentoring, research, community service, and administrative expertise. Faculty in undergraduate degree programs should hold a degree at least one level above that of the programs in which they teach. Faculty teaching in graduate programs should hold earned terminal degrees. To request exceptions to this standard, colleges must show evidence their faculty members are professionally qualified.

Part-time faculty members can provide additional educational expertise, but the number and kinds of part-time faculty members must be regulated to protect program quality. Part-time faculty members teaching courses for credit must meet the same academic and/or professional qualifications as their full-time counterparts teaching in the same disciplines.

2.2 MEMBERSHIP
The faculty is composed of two groups, the regular and the supplemental faculty. In most cases, these individuals have an instructional or research relationship to the university, either direct or supervisory. The faculty includes permanent and temporary, full-time and part-time personnel.

Regular Faculty: The regular faculty includes members of the faculty who are full-time employees of the university and who hold the rank of professor, associate professor, assistant professor, instructor, or special instructor. Regular faculty may hold one of the following appointments:
(1) Tenured; (2) Tenure Track (non-tenured, on tenure track); (3) Non-Tenure Track (non-tenure earning UCO Lecturer); (4) Temporary (one academic year or less) (Section 3.1.1, RUSO).

Principal Academic Ranks of the University. The principal academic ranks of the university shall be Professor, Associate Professor, Assistant Professor, and Instructor. Educational qualifications for these ranks shall be as follows:

a) **Professor:** An earned doctorate degree awarded by a regionally accredited or internationally recognized institution, or have completed a nondoctoral degree program requiring a minimum of 60 graduate hours [considered a terminal degree at UCO].

b) **Associate:** An earned doctorate degree awarded by a regionally accredited or internationally recognized institution, or have completed a nondoctoral degree program requiring a minimum of 60 graduate hours [considered a terminal degree at UCO].

c) **Assistant:** An earned doctorate degree awarded by a regionally accredited: internationally recognized institution. Institutions may elect to award the rank of assistant professor to individuals who have completed all requirements in a doctoral program except the dissertation (or equivalent requirement) or have completed a nondoctoral degree program requiring a minimum of 60 graduate hours [considered a terminal degree at UCO].

d) **Instructor:** An earned degree awarded by a regionally accredited or internationally recognized institution.

e) **Others:** Institutions may classify instructional personnel who are not subject to assignment of rank by such titles as special instructors, lecturers, graduate assistants, adjunct instructors, part-time instructors, or by other title. (Section 3.2.2, RUSO).

Supplemental Faculty: The supplemental faculty consists of:

a) **Members of the Department of Military Science.** Members of the Department of Military Science include the commissioned and non-commissioned officers assigned to the university by the Department of the Defense. The senior commissioned officer holds the rank of professor.

b) **Adjunct Faculty.** Adjunct faculty hold part-time appointments that may be made for one academic year or less. The rank of such faculty members may be instructor or lecturer.

c) **Visiting Faculty.** Visiting faculty are employed by the university to teach or perform research for a limited time and are on leave of absence from another institution of higher education or professional practice. Visiting faculty may be appointed at any rank.

d) **Volunteer Faculty.** A person who has special talents or expertise and whose time and services are donated, may be appointed to the university volunteer faculty. Volunteer faculty enjoy all the privileges of the academic community except those, such as tenure, which are applicable specifically to regular faculty. Volunteer faculty who meet the education qualifications may hold academic rank.
e) **Clinical Supervisors.** Clinical supervisors are not employees of the university. They are practitioners who are assigned regular and continuing responsibilities in the clinical setting (Section 3.1.1, RUSO).

f) **In Residence.** The university may employ individuals who have achieved exceptional recognition in their respective fields. These appointments fulfill specific university needs and may include: Artist-In-Residence, Statesmen-In-Residence, Executive-In-Residence, or Teacher-In-Residence. Such appointments are non-tenure track and are for one academic year.

g) **Endowed Faculty Position.** Endowed faculty positions enhance student learning by attracting and supporting an expert faculty member in a specific discipline with a clearly defined academic function. In addition, endowed faculty positions establish an area of educational strength and add prestige for the University of Central Oklahoma. An endowed faculty position may be at the chair, professor, lecturer, or artist-in-residence level. For more information, see UCO Academic Affairs Policy 3.7 “Endowed Faculty Positions” and (OSRHE policy 4.20.2).

h) **Joint Appointments.** Appointments between two or more academic units or colleges or universities are encouraged when they are of mutual benefit. However, they (a) must not total more than 1.0 Full-Time Equivalent (FTE) and (b) must be approved by all the units and colleges or universities involved. Such appointments must have the approval of the appropriate administrative officials of all units involved, and one academic unit and college shall have primary responsibility for promotion and tenure consideration. (Section 3.1.7d, RUSO).

i) **Guest Lecturer.** A guest lecturer teaches one to two classes generally for no financial compensation.

j) **Substitute Lecturer.** A substitute lecturer assumes teaching responsibilities for a full-time faculty member during a specified time period and receives financial remuneration.

k) **Emeritus Faculty.** See Chapter 4, Section 4.6.1. and Appendix P

l) **Distinguished Emeritus Faculty Fellow.** A distinguished emeritus faculty fellow is a special category of adjunct faculty with a salary increase of five percent (5%). See Appendix P for more information.

### 2.2.1 RECRUITMENT AND SELECTION PROCEDURES FOR FULL-TIME AND ADJUNCT FACULTY

Refer to Appendix C for recruitment and selection procedures for full-time faculty members and to Appendix D for application information for adjunct faculty members.

### 2.2.2 INITIAL APPOINTMENTS TO THE REGULAR FACULTY

Authority to make appointments to the regular faculty is delegated to the university presidents. Appointments to the regular faculty are reported to the Board at the next regular meeting following the appointment. (Section 3.1.4, RUSO).
A. Guidelines for appointment to rank and tenure are:

1. Full-time faculty members with doctorates or other terminal degrees approved by RUSO upon the president’s recommendation are generally employed as assistant professors.

2. Full-time faculty members with less than a terminal degree are generally employed as instructors. Exceptions to these guidelines may be made on an individual basis by the regents if requested by the president.

3. Full-time faculty members are generally hired on tenure-track status.

4. Full-time faculty members may be hired as temporary or non-temporary lecturers on non-tenure track status.

B. The inclusion of faculty names in a class schedule or on a class assignment sheet does not constitute a contract.

2.2.3 APPOINTMENTS TO THE SUPPLEMENTAL FACULTY
An appointment to the supplemental faculty is delegated to the university president. These appointments are limited to specific duties and a specific period of time. Supplemental faculty are not entitled to notification of non-reappointment (Section 3.1.5, RUSO).

2.2.4 APPOINTMENTS TO THE SUMMER TEACHING FACULTY
An appointment to the summer faculty is limited to the specific summer for which the appointment is made. Summer faculty appointments from regular faculty are made by the university president and reported to the Board quarterly (Section 3.1.6, RUSO).

2.3 FACULTY ROLES AND RESPONSIBILITIES
2.3.1 GENERAL DUTIES OF REGULAR FACULTY MEMBERS
Full-time faculty have instructional and non-instructional duties as assigned by the University. Instructional duties include but are not limited to the teaching of assigned classes, evaluating the students in those classes, and meeting with those students who require assistance in their classes. Non-instructional duties include but are not limited to conducting research and other scholarly activity, advising students, serving on committees, sponsoring organizations, and participating in professional organizations. A full-time faculty member should generally carry an instructional load of twelve (12) to thirteen and one-half hours (13.5) per semester and a non-instructional equivalent load of four and one-half (4.5) to six hours (6) per semester so the full-time load would be the equivalent of eighteen hours per semester. (Section 3.1.7a, RUSO)

Faculty are expected to support and facilitate the department/school/college academic and university missions, visions, and long-term goals.
2.3.2 SPECIFIC AREAS OF ACADEMIC RESPONSIBILITY

In discharging their general duties (described in RUSO policies 3.1.7a and 3.3.2), UCO faculty members have specific responsibilities to their students, colleagues, and communities. These responsibilities are consistent with the AAUP Statement on Professional Ethics.

Faculty members’ responsibilities to their students include, among others:

1. holding students to the highest scholarly and professional standards.
2. defining course objectives and structuring their teaching toward the realization of those objectives.
3. clearly communicating course objectives, policies, and requirements to students through the syllabus as well as other course-related documents.
4. adhering to the educational philosophy and supporting the components of transformative learning as appropriate. (See Transformative Learning website)
5. preparing thoughtfully and carefully for classes and student conferences.
6. evaluating student work thoroughly, fairly, and in a timely manner.
7. fostering a climate that promotes honest academic conduct and the protection of students’ academic freedom.
8. acknowledging significant assistance from students, and not exploiting students for private advantage.

Faculty members’ responsibilities to their colleagues include, among others:

1. respecting and defending the free inquiry of their colleagues.
2. respecting the opinions of others.
3. acknowledging academic debts.
4. exercising objectivity in the professional evaluation of their colleagues.
5. participating in ongoing programs of professional and pedagogical development.
6. supporting the professional and pedagogical development of their colleagues.

Faculty members at all academic ranks including those teaching exclusively online have responsibilities to the university, the communities it serves, and their professional organizations within their disciplines. These responsibilities include, among others:

1. accepting reasonable duties assigned within their fields of competency.
2. accepting a reasonable share of faculty responsibilities for the governance of the institution, including service on committees at all levels.

3. actively participating in meetings and activities of their departments and colleges and of the university, including award banquets and commencement ceremonies.

4. participating in continuous improvement and in program and student development.

5. pursuing an active program of research, scholarly, or creative activity.

6. participating, as appropriate, in off-campus activities related to their disciplines and their areas of professional specialization.

7. annually updating curriculum vita through the university approved electronic format.

2.3.3 WORKLOAD

Regular faculty members at UCO are considered to be full-time employees. Accepting a full-time position at UCO indicates that an individual has a primary professional obligation to the University and is accountable for his or her roles and responsibilities as a faculty employee.

The expected workload of a full-time faculty member is defined in terms of a course credit hour according to the RUSO policy 3.17 and is the equivalent of eighteen (18) hours per semester. RUSO uses the credit hour as a form of currency to measure workload, where a full-time 18 credit hour load is equivalent to a workload of 40 hours per week. This means that 1 credit hour is equivalent to 2.22 workload hours (1 CH=2.22 hrs).

Using the RUSO guidelines and current instructional workload practice at UCO, a full-time faculty member will carry an instructional load of 12.0 CHs (equivalent to 26.67 workload hours per week) and an instructional support load of 6.0 CHs (equivalent to 13.33 workload hours per week) for service and scholarly activities.

Fulfilling all the roles and responsibilities of a full-time faculty member is at least a 40-hour per week undertaking. However, due to evening, weekend, and asynchronous courses, some flexibility in the actual schedule may be needed. In all cases, full-time faculty should establish schedules so they will be available to students outside of class and will also be available to interact with faculty peers during normal working hours in the areas of service and shared governance.
2.3.4  EXTERNAL EMPLOYMENT ACTIVITIES

The University of Central Oklahoma recognizes that faculty must have the opportunity for self-renewal and revitalization on a continuing basis. Practicing their professions outside the university can contribute greatly to their service to students, the institution and society. Thus, full-time faculty members may participate in off-campus activities related to their disciplines and their areas of expertise as part of their academic responsibility to the university and the community, pursuant to 2.3.2 of the Faculty Handbook. As such, full-time faculty members may pursue external employment activities without fear of reprisal or adverse employment action by the university, university alumni, individual or corporate financial benefactors of the university, or other special interest groups, provided those faculty members understand that they are professionally obligated to and accountable for their roles and responsibilities as UCO full-time faculty employees. External employment related to a faculty member’s discipline or unrelated field, must not adversely interfere or conflict with a faculty member’s teaching, scholarly/creative activities, service, or administrative obligations to the university. To avoid a conflict of interest, defined as any activity or situation in which personal gain or interest is in conflict with the faculty member’s obligation to the institution, the faculty member must discuss this thoroughly with his/her supervisor prior to any commitment. For purposes of this subsection, external employment activities are defined as trade or business activities in which the full-time faculty member materially participates. A full-time faculty member may engage in external employment activities during employment at UCO subject to the following guidelines:

a. Department chairs/school directors are informed in advance and agree in writing, with a copy of the agreement forwarded to the dean. The dean or his/her designee has final approval authority. The full-time faculty member’s external employment activities must not adversely interfere with that faculty member’s duties at the university.

b. The full-time faculty member has received written approval from the department chair/school director and the dean (or dean’s designee) prior to engaging in external employment activities. The department chair/school director and dean may not unreasonably withhold approval.
the beginning of every academic year, the full-time faculty member shall provide the department chair/school director and the dean (or dean’s designee) written notification of those external employment activities that will continue from the previous academic year for approval of continued external employment.

c. In the event of a material change in the amount or character of the external employment activity, the full-time faculty member shall notify the department chair/school director and the dean (or dean’s designee) of the change. The department chair/school director and the dean (or dean’s designee) may not revoke the prior approval of that external employment activity unless the material change could reasonably be construed to interfere adversely with that faculty member’s current duties at the university.

d. Full-time faculty members must refrain from using university resources or property (e.g. office supplies, equipment, computer hardware or software) to engage in external employment activities that have no relationship to that faculty member’s duties to the university.

UCO faculty involved in external employment must make it clear to the external employer that they are operating as independent contractors, not as agents of UCO. An agent is one who has the authority to act on behalf of the other. If the name of the University of Central Oklahoma is to be used in the establishment of an external employment or otherwise agreement, written authorization must be obtained from the appropriate university signature authority as described in 4.1.3.

Potential or actual problems arising from a related external employment activity are to be resolved by discussion between the faculty member and immediate supervisor, with the college dean (or dean’s designee) providing final review and resolution if necessary. In the event this does not resolve the issue from the perspective of the faculty member the following options are available:

1. Consult with the UCO Office of Academic Affairs
2. Consult with the UCO Ombudsman
3. Initiate the faculty grievance procedure as listed in Appendix G of the UCO Faculty Handbook
2.4 TENURE AND PROMOTION

Refer to Appendix E for tenure and promotion guidelines. Refer to Appendix F for promotion policy for academic personnel having administrative duties.

2.5 EVALUATION

The academic and professional performances of all full-time and adjunct faculty members are evaluated as part of professional development and as part of the tenure, promotion, and retention processes.

2.5.1 EVALUATION BY STUDENTS

The university provides an opportunity for students to evaluate all faculty members. Full-time and adjunct faculty members are evaluated in each class taught each fall and spring semester.

After the evaluations are processed the results are provided to the dean for distribution to the department chair/school director and to the faculty members during the following semester.

2.5.2 NON-TENURED FACULTY

All non-tenured faculty members are evaluated annually by the department chair/school director. The evaluation will reach the Office of Academic Affairs by early-January of each academic year and follow specific college and department/school criteria and procedures. Each department chair/school director and college dean will provide written comments concerning each faculty member. After a review with the faculty member, the dean forwards the evaluation comments to the Office of Academic Affairs. Each evaluation becomes part of the faculty personnel files.

2.5.3 TENURED FACULTY

The academic and professional performances of each tenured faculty member at each institution must be reviewed at least every three (3) years (Section 3.3.5b, RUSO).

Refer to Appendix E.4.1 for procedures for triennial review of tenured faculty members.

When the review results in a finding that a tenured faculty member’s academic and professional performance is unsatisfactory, the faculty member shall be notified of the deficiencies in performance and must be reviewed again within one (1) year. The results of each review will be placed in the personnel record of the tenured faculty member. The tenured faculty member should be given a copy of the review and an opportunity to respond. Two consecutive unsatisfactory post-tenure performance evaluations may be grounds for dismissal or suspension (Section 3.3.5b, RUSO).

See Appendix E.4.3 for further information regarding the consequences of an unfavorable evaluation.
2.6 DISMISSAL OR SUSPENSION OF TENURED FACULTY

2.6.1 CAUSES FOR DISMISSAL OR SUSPENSION OF TENURED FACULTY

No tenured member of the faculty shall have his/her appointment terminated in violation of the principles of tenure adopted by the Board except for one or more causes which may include, but are not limited to, the following:

a) Committing a felony or other serious violation of law that is admitted or proved before a court of competent jurisdiction, preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, or violation of a court order which relates to the faculty member’s proper performance of professional responsibilities.

b) Moral turpitude.

c) Insubordination.

d) Professional incompetence or dishonesty.

e) Substantial or repeated failure to fulfill professional duties or responsibilities or substantial or repeated failure to adhere to Board or university policies.

f) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities.

g) An act or acts which demonstrate unfitness to be a member of the faculty.

h) Falsification of academic credentials

i) Two consecutive unsatisfactory post-tenure performance evaluations

j) Bona fide lack of need for one’s services in the university.

k) Bona fide necessity for financial retrenchment (Section 3.4 RUSO).

2.6.2 DISCIPLINARY ACTION OTHER THAN DISMISSAL OR SUSPENSION

Disciplinary action affecting the terms of employment taken by the university against a tenured faculty member must be based upon causes stated in this chapter, or any other adequate cause which related directly and substantially to the fitness of the tenured faculty member to perform professional duties. Disciplinary action shall begin with a conference between the tenured faculty member and the appropriate academic officer (department chair/school director). If as a result of the conference, the academic officer finds that disciplinary action is warranted, a written recommendation for action should be forwarded to the appropriate dean…. If, after review, the dean… decides not to proceed with further disciplinary action, both parties should be notified in writing. If the dean … determines that additional action is warranted, then a conference with the tenured faculty member should be arranged. The dean … may determine that no further action is necessary. If, however, additional action is warranted, the faculty member and the chief academic officer shall be notified in writing within fourteen (14) days. The chief academic officer should arrange for a conference with the faculty member. The chief academic officer may then determine that no additional action is necessary.

However, the chief academic officer should notify the faculty member in writing if an additional plan of disciplinary action is made. A copy of the disciplinary action should be placed in the faculty member’s personnel file (Section 3.4.1, RUSO).
2.6.3 SUSPENSION OF A TENURED FACULTY MEMBER
The president of the university shall have the authority to suspend any faculty member formally accused of causes a, b, c, d, e, f, g, h, or i (listed above). The president shall notify the Board of the terms and conditions of the suspension. A faculty member should be suspended only if harm to the faculty or students is possible or disruption of proper conditions for teaching and learning are threatened by the faculty member’s continuance. During the suspension period, compensation for the suspended person should be continued. If during the suspension period the faculty member is convicted of or admits to the commission of a felony or a crime involving moral turpitude or other serious violation of law referenced above, the institution shall not continue compensation (Section 3.4.2, RUSO).

2.6.4 DISMISSAL OF A TENURED FACULTY MEMBER FOR CAUSE
Dismissal proceeding shall begin with a conference between the faculty member and the appropriate academic officer (college dean). The conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the university would be served by the faculty member’s resignation. If this conference does not result in mutual agreement, the academic officer will submit a recommendation in writing with rationale to the faculty member and to the vice president for academic affairs. Within fourteen (14) days, the chief academic officer should have a conference with the faculty member. At the conclusion of the conference the chief academic officer will make a written recommendation to the president with a copy to the faculty member. (Section 3.4.3, RUSO).

2.6.5 DISMISSAL OF TENURED FACULTY FOR PROGRAM DISCONTINUANCE OR FINANCIAL RETRENCHMENT
A faculty member with tenure whose position is terminated based on genuine financial retrenchment, bonafide discontinuance of a program or lack of need for one’s services, will be given five (5) months written notice unless an emergency arises.

Before terminating an appointment because of the discontinuance of a program or department, or because of other lack of need of services, the university will make reasonable efforts to place affected members in other suitable positions.

If an appointment is terminated because of financial retrenchment, or because of discontinuance of a program, the released faculty member’s position will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment at the previous status (Section 3.4.4, RUSO).

2.6.6 APPELLATE COMMITTEE ON DISMISSAL OF TENURED FACULTY MEMBERS
A faculty member who receives notice of pending dismissal (from the president) may request and shall be afforded a hearing before the Appellate Committee on Dismissal of Tenured Faculty Members. Failure to make a request in writing to the president within fourteen (14) days after receipt of notification shall constitute a waiver by such faculty member of his/her right to a hearing before the Appellate Committee on Dismissal of Tenured Faculty Members. Each university
shall institute an Appellate Committee on Dismissal of Tenured Faculty Members. The commit-
tee shall not exceed nine (9) tenured faculty members, eight (8) of whom shall be ... elected by
the faculty governing body of the university and one member appointed by the president of the
university. A quorum shall be five (5) members or a majority of qualified members of the com-
mittee. Initially, one half (½) of the elected members shall be elected for twelve (12) months and
one (½) shall be elected for twenty-four (24) months; thereafter, one half (½) shall be elected
each year. No member may serve more than two (2) consecutive terms. One (1) or more alter-
nate members of the committee shall be elected to serve in the event a regular member is unable
to serve. If any member of the committee is an interested party in a case which comes before the
Appellate Committee on Dismissal of Tenured Faculty Members, said committee member shall not
serve on that case.

The incumbent committee shall serve until the completion of any case pending at the time their
term of service expires.

The decision of the committee will be based on majority vote. The committee will elect its own
chair, who will have the right to vote (Section 3.4.5, RUSO).

2.6.7 APPEAL PROCEDURES FOR TENURED FACULTY

a) After a faculty member has requested a hearing before the Appellate
Committee on Dismissal of Tenured Faculty Members, service of notice of
hearing with specific charges in writing will be made at least twenty (20)
days prior to the hearing. The faculty member may respond by waiving
the hearing and filing a written brief or the matter may proceed to a hear-
ing. If the faculty member waives hearing, but denies the charge or asserts
that the charges do not support a finding of adequate cause, the Appellate
Committee on Dismissal of Tenured Faculty Members will evaluate all
available evidence, including testimony and documentary evidence pre-
sented by the university, and make its recommendation upon the evidence
in the record.

b) If the faculty member requests a hearing, the Appellate Committee on
Dismissal of Tenured Faculty Members shall, with due diligence, and in
keeping with the Administrative Procedures Act, considering the interests
of both the university and the faculty member affected, hold a hearing and
report its findings and recommendations to the university president and to
the involved faculty member.

c) At hearings before the Appellate Committee on Dismissal of Tenured
Faculty Members, faculty members and the university shall be permitted
academic advisors and/or counsel. A court reporter will be retained by the
university to record the proceedings. Parties will pay the cost of a copy of
the transcript. The committee will determine whether the hearing should
be public or private.

d) The faculty member will be afforded an opportunity to obtain necessary
witnesses and documentary or other evidence, and the administration of
the university will attempt to secure the cooperation of such witnesses and
will make available necessary documents and other evidence within its control. No employee of the institution, regardless of position, should be excluded or excused from appearing before the committee, if available.

e) *The faculty member and the university will have the right to cross examine all witnesses present. Depositions are admissible whenever a witness cannot appear.

f) The committee may conclude: a) that adequate cause for dismissal has been established by the evidence; b) that adequate cause for dismissal has not been established by the evidence; or c) that adequate cause for dismissal has been established, but an academic penalty less than dismissal, including removal of tenure, would be more appropriate. The committee may make any other recommendations it determines are appropriate. The committee’s findings and recommendations shall be made to the university president. The committee shall send a copy of its findings and recommendations to the affected faculty member.

g) The president shall notify the affected faculty member of the president’s recommendation to the Board. The faculty member shall have the right to request the Board to review adverse findings and recommendations of the president. The request must be in writing and filed within fifteen (15) days after final notification by the president of the university at the office of the Regional University System of Oklahoma. If the affected faculty member does not timely request that the Board review the president’s findings and recommendations, the president’s determinations become final and binding.

h) In the event the faculty member submits a timely request to the Board to review adverse findings and recommendations of the president, the faculty member must indicate whether he desires a hearing of all of the evidence of the case, otherwise the review will be a review of the record of the case. The Board has the discretion to determine whether the review will be a de novo hearing or a review of the record.

i) Public statements and publicity about the case by the university will be avoided until the proceedings, including considerations by the Regents, have been concluded (Section 3.4.6, RUSO).

*The faculty member may be present during all testimony.

2.7 NON-TENURED FACULTY
Non-tenured faculty shall be afforded the same rights of academic freedom as tenured faculty (Section 3.4.7, RUSO).

2.7.1 ANNUAL EVALUATION
The performance of non-tenured faculty members shall be evaluated, each year, and the results of the evaluation shall be placed in the personnel file of the non-tenured faculty member. The non-tenured faculty member shall be given a copy of the evaluation (Section 3.4.7, RUSO).

2.7.2 NON-REAPPOINTMENT
The Board delegates to the university president or his or her designee the authority to reappoint or
not to reappoint non-tenured faculty members. A non-tenured faculty member whose appointment is not renewed will be given written notice from the university by March 1, prior to termination of the current appointment. Failure to reappoint may be without specific causes (Section 3.4.7, RUSO).

2.7.3 TERMINATION FOR CAUSE OR SUSPENSION OF NON-TENURED FACULTY
The termination of employment for cause or suspension of a non-tenured faculty member within an existing contract period shall follow the same procedures and be limited to the same reasons as provided for tenured faculty members who are terminated for cause or suspended. A failure to reappoint may be without specific or stated cause (Section 3.4.7, RUSO).

2.8 TEACHING ASSISTANTS
UCO utilizes Teaching Assistants (TAs) on a limited basis in strategically appropriate areas. Teaching Assistants must be students pursuing graduate degrees at UCO and meet other criteria set by the college in which the TA wishes to teach. TAs must complete an online application and undergo background checks. All graduate teaching assistants will be assigned a supervisor. Depending on the college, the supervisor will be an experienced faculty member or a director. In most instances, a graduate teaching assistant works with students in a specific course to provide support for the faculty member in charge. His/her duties may include teaching; preparing instructional materials; preparing, proctoring, and grading examinations; critiquing student papers; reading and tutoring; and performing other duties as assigned. Teaching assistants, who serve under the mentorship of an experienced faculty member or a director, might be recognized as the instructor of record for the section(s) that they are assigned to teach. In consultation with the supervisor, the graduate teaching assistant works to gain instructional skills and to enhance his/her grasp of the essentials of the academic discipline and the roles and responsibilities of a faculty member.

Hiring and supervision of the TA resides with the college in which the TA teaches. TAs are generally supervised by a department chair/school director or a coordinator as determined by the college.

Assistantships carry a stipend and partial tuition waiver (if applicable). Students awarded an assistantship appointment can work a maximum of twenty (20) hours per week in assistantship positions. Students awarded more than one assistantship or intern appointment may work a combined maximum of twenty (20) hours per week. Students awarded assistantships or intern appointments
may work additional hours in other part-time positions on campus such as “work study” or “student worker” up to a total of twenty-five (25) hours a week during the fall and spring semesters and up to thirty-five (35) hours a week during the summer term subject to any additional hourly restrictions that may be imposed independently of ACA hourly restrictions.

Annually limited amounts of stipend money and tuition waivers are distributed by the Office of Academic Affairs to the college in support of TA position funding. At the discretion of the college, additional TAs may be funded through college resources. Both teaching and research assistantship positions carry a tuition fee waiver allocation; the tuition fee waiver attached to the RA position will be applied first with the balance paid from the tuition fee waiver associated with the TA position. Any unapplied TA fee waiver money may be redistributed to other TAs in the college.

Students awarded assistantships or intern appointments have specified roles, duties, and responsibilities and must maintain good academic standing with UCO throughout the duration of their assistantship or intern appointment.

For additional information regarding TAs see Section 3.13.

2.9  FACULTY GRIEVANCE BOARD

The Faculty Grievance Board consists of seven members, three appointed by the university president and four selected and approved by the Faculty Senate. No more than two representatives shall come from the same college and no more than one representative shall come from any one department. This Board advises the president concerning disposition of grievances fielded by faculty members. Complete operating procedures of the Board are outlined in Appendix G.

2.10  ACADEMIC FREEDOM

Academic freedom is addressed in the University Policy on Faculty Conduct, Appendix H. Administrators must protect, defend and promote academic freedom (Section 3.3.2h, RUSO). For additional information, see Appendix H.2.3, H.2.4, and H.2.5.

2.11  ANTI- HARASSMENT

The University of Central Oklahoma is committed to providing a workplace that is free from unlawful harassment of any individual on the basis of any applicable protected classification including, but not limited to, race, color, gender, national origin, disability, religion, marital status, sexual orientation, or age. This includes, but is not limited to, sexual harassment. Annual
review of anti-harassment information and policies are required of all faculty.

Refer to Appendix I for the Faculty Handbook Policy on Equal Opportunity Policy, Anti-Harassment and Sexual Harassment. For further information on UCO’s policy on Anti-Harassment see http://www.uco.edu/administration/legal/documents-forms.asp.

2.12 FACULTY CONDUCT

Refer to Appendix H for the University Policy on Faculty Conduct.

2.13 ACADEMIC INTEGRITY

At the University of Central Oklahoma, academic integrity is considered fundamental to the learning environment. This integrity rests on two principles: a) that academic work is represented truthfully as to its source and accuracy; b) that academic results are obtained by fair and authorized means. Examples of student academic misconduct are available in the Code of Student Conduct.

Faculty members assume the commitment to uphold high standards of academic integrity, which are further elucidated in Appendix H.

2.14 INTELLECTUAL PROPERTY POLICY

Refer to Appendix J for the university policy regarding Intellectual Property.

2.15 MENTOR PROGRAM FOR NEW FACULTY

Department chairs/school directors and deans will ensure that a mentor is appointed for each new full-time faculty member, to include those on one-year temporary appointments. (Ideally, all first-time adjunct faculty will also have a mentor, resources permitting).

In general terms, the mentor’s responsibilities to the new faculty member should minimally include:

a. making appropriate personal introductions;
b. providing a tour of campus and campus facilities;
c. orientation on basic administrative processes and procedures;
d. briefing on university, college, and department/school committee assignments and any associated procedures and responsibilities;
e. introduction to university policies regarding diversity, programs supporting diversity, and resources (both on and off campus) specific to diverse communities;
f. introduction to college and university promotion and tenure policies;
g. introduction to university strategic plan, college plan, faculty handbook, code of student conduct, and academic affairs policy manual;
h. introduction to the Center for Excellence in Transformative Teaching and Learning (CETTL), the Jackson College of Graduate Studies, and the faculty development funding processes;
i. assistance with issues of pedagogy, classroom procedures and equipment, student rights and responsibilities, curriculum development, etc.;
j. other processes, issues, policies, etc., as determined by the dean and/or department chair/school director.

Most of the departmental faculty mentor’s responsibilities must be discharged during the new faculty member’s first year, particularly the first semester. The mentor relationship may continue beyond that, at the discretion of all parties concerned. Department chairs/School directors are expected to monitor the mentoring process closely.

Formal mentoring may also occur through CETTL.

2.16 OMBUDSMAN PROGRAM

The Ombudsman Program began in 2009 following recommendation by the Emeritus Faculty Association.

The UCO academic ombudsman is an emeritus faculty member, an outside third party, who can assist faculty to create professional, effective evaluative documents (dossiers); provide professional counsel or advice; or serve as a “sounding board” prior to filing a grievance. The formal role of the ombudsman in the grievance procedure may be found in Appendix G.

The academic ombudsman is a highly respected and well-informed emeritus faculty member who has been through the tenure and promotion processes at UCO. The ombudsman maintains a good working relationship with the university legal counsel after being oriented about the roles and responsibilities. The academic ombudsman does not have decision-making authority or legally binding responsibility.

The academic ombudsman is selected by and serves at the pleasure of the Provost and Vice President of Academic Affairs for an indefinite term. The Office of Academic Affairs as-
sists the academic ombudsman to obtain needed information, such as current university and college-specific tenure and promotion guidelines, as requested.

Contact the Office of Academic Affairs for the name of the current UCO academic Ombudsman. Costs for Ombudsman services are borne by the Office of Academic Affairs and are free to faculty members.

2.17 GLOBAL ACTIVITIES FOR FACULTY

Faculty may participate in a variety of activities to facilitate global and cultural learning experiences for their students as well as themselves. A list of opportunities may be found at http://www.uco.edu/student-affairs/cgc/files/faculty-global-activities.pdf. More complete information about global activities may be found in the Faculty Global Activities Manual created by the Centre for Global Competency. The Faculty Global Activities Manual is designed to assist faculty in

1) discovering activities that they want to pursue;
2) learning about the university policies and processes associated with those activities; and
3) navigating through the processes of planning and implementing global/cultural activities with students.

For assistance with the planning and execution of any global activity, contact the Faculty Liaison of Global and Cultural Competency at 974-2554.

2.18 STUDENT ORGANIZATION ADVISOR RESPONSIBILITIES

Organization advisors’ responsibilities and obligations are:

1. to serve as a resource person and to offer guidance, assistance, advice, and encouragement to the organization;
2. to help the organization:
   a. determine the goals and objectives for the year;
   b. develop a plan to achieve the goals and objectives;
   c. develop adequate funds to finance proposed programs;
   d. know and understand established university policies and procedures;
   e. keep adequate organization records for present and future use.
3. to interpret and help students to follow defined university policies for organizations;
4. to supervise the finances of the organization;
5. to attend all meetings and social activities of the group, or to ensure that other qualified individuals are present;
6. to become familiar with the constitution and by-laws of the organization and to encourage the officers to review and update the information periodically;
7. to encourage all members to participate and fulfill their obligations; and
8. to assist officers in evaluating their meetings and programs during the year.

2.19 FACULTY MERIT-CREDIT PROGRAM

Program information may be found in Appendix N.

2.20 SUMMER TERM TEACHING

A regular academic year is defined as a fall and subsequent spring semester, exclusive of the summer term. The summer term is separate and stands alone from the regular academic year in regard to teaching faculty, assignments, budgets, salaries, and time frames. Teaching in the university’s summer term is not part of a faculty member’s normal employment contract or teaching load. The university does not guarantee a teaching assignment during the summer term.

The summer term and corresponding teaching opportunities are developed for and based upon the needs of students, programs, and the university. Faculty members on academic year appointments may be invited by the department chair/school director to teach one or more courses in the summer term. Once the needs of the department/school have been established, the department chair/school director shall give preference to faculty members (full-time or adjunct) who are most qualified to provide the designated course work. The department chair/school director must stay within the allocated budget. All summer teaching contracts are contingent upon enrollment. Advanced planning and open communication by the department/school leadership and the faculty members should ensure effective scheduling to meet student needs.

The maximum allowable summer term teaching and/or employment load for full-time faculty is eight (8) credit hours and is considered a full-time teaching load in the summer. The salary of a full-time faculty is proportionate to the number of credit hours taught in the summer term. An adjunct faculty member may teach no more than nine (9) credit hours during a summer term and is
paid according to the prevailing adjunct faculty salary schedule. The intent in establishing differing maximum credit hour teaching loads for full-time faculty (8 credit hours) and adjunct faculty (9 credit hours) is to provide the maximum financial benefit to both groups.

2.21 INTERSESSION

Intersessions are front-end extensions of the semester or term and vary in length from two to four weeks. Additional information regarding intersession including undergraduate and graduate maximum course loads and procedures may be found in academic affairs policies 6.1 Intersessions – Undergraduate Maximum Course Load at http://www.uco.edu/academic-affairs/files/policiesandguidelines/6registrationrecord/6.1CrsLdUngrdIntersOFFICIAL.pdf and 6.4 Course Load-Graduate Maximum at http://www.uco.edu/academic-affairs/files/policiesandguidelines/6registrationrecord/6.4CrsLdGrdMaxOFFICIAL.pdf Faculty teaching intersession are compensated at the adjunct rate. Faculty will be limited to a maximum teaching load of four credit hours per intersession.

Information regarding final grade deadlines for intersession courses may be found in the Faculty Handbook in 3.7.3.3 Final Grade Deadline for Intersession Courses.

2.22 SECURITY AND ENVIRONMENTAL HEALTH AND SAFETY

As part of its educational mission, the university demonstrates its leadership in ensuring the security, health, and safety of our personnel, students, and visitors, as well as our commitment to environmental stewardship through training. This policy pertains to all faculty, staff, and students at UCO.
CHAPTER 3

CLASSROOM POLICIES AND PROCEDURES
CHAPTER 3

CLASSROOM POLICIES AND PROCEDURES

3.1 CLASS ATTENDANCE

Faculty are expected to verify official enrollment beginning the first day of class on UCO-nnect/School Services. Students who are not officially enrolled in the course are prohibited from attending the class after the deadline for enrolling in that course has passed. In addition, students who are not officially enrolled may not be manually added to class rosters on UCOnect or UCO’s Learning Management System (LMS).

The university expects students to regularly attend classes in which they are enrolled. Faculty members are expected to establish specific attendance policies governing their classes and communicate clearly their policies in the course syllabi. Faculty members may require appropriate documentation to verify absences with the discretion to accept or deny the provided documentation. Students are responsible for work missed due to absences, and are expected to initiate a request to make up the class work or examination(s) missed.

Individual policies must allow for a reasonable number of excused absences for legitimate reasons. Excused absences approved by faculty members should be consistently applied to all students. An excused absence means that an instructor may not penalize the student and must provide a reasonable and timely accommodation or opportunity to make up exams or other course requirements that have an impact on course grade. Excused students should be allowed the same opportunities as students who were present in class.

Faculty members are obligated to honor the following circumstances as excused absences:

a. travel considered part of the instructional program of the university and requiring absence from class (e.g. field trips, research presentations, etc.);

b. invited participation in activities directly and officially sponsored by and in the interest of the university (e.g. athletic teams, debate teams, dance company, etc.);
   in cases of student athletes, refer to UCO Compliance Policy Manual for Athletics or contact the Faculty Athletic Representative;

c. jury duty;
d. military obligation (See Appendix K.);
e. serious illness, medical condition, pregnant and parenting students’ rights (as outlined in Title IX), accident, or injury; and
f. death or serious illness in immediate family; and
g. religious observances. (e.g. Yom Kippur, Good Friday, Passover, Rosh Hashanah, etc.) Note: a list of religious observances must be submitted to the instructor the first two weeks of the semester of which the observance will be held).

3.1.1 CLASSROOM SECURITY AND EMERGENCY PROCEDURES

Located within each classroom is the Guide to Emergency Procedures, a red book prominently displayed in a holder affixed to the classroom wall. It contains emergency numbers and information regarding procedures for a variety of emergency events.

Beginning in the fall 2008 semester, as an added security measure, all classrooms are accessible from building hallways only by key. Consequently, students arriving late for classes will not be able to enter the classroom if the door is closed. Faculty must allow entry for late-arriving students. This policy does not relieve students of the expectations of class attendance or the consequences of being late to class, unless special arrangements for late arrival have been agreed to by the faculty member and the student or, in the case of a student with a disability, situations in which a “reasonable accommodation” has been reached.

3.1.2 GUESTS OF STUDENTS

Guests of students, including children, are not permitted to attend regularly scheduled classes without prior permission of the instructor.

3.2 SUPPORT SERVICES FOR STUDENTS

3.2.1 ADA ACCOMMODATIONS

Faculty are required to comply with ADA accommodations (within reason). For more information see http://www.uco.edu/student-affairs/dss/files/dsshandbookfacstaff.pdf.

3.2.2 WORKING WITH DISTRESSED STUDENTS

As part of the Prevention Oriented Campus initiative, UCO offers a number of programs and services that may help whenever a faculty member is confronted with a student struggling with depression, thoughts of suicide, violence, and other matters of concern. These programs and contact information include:
3.2.2.1 BEHAVIORAL ASSESSMENT TEAM (BAT)

The mission of the University of Central Oklahoma’s Behavioral Assessment Team (BAT) is to refer members of the Central community (students, faculty, and staff) who may be experiencing personal crisis or demonstrating behaviors that may be early warning signs of possible disruptive or violent behavior to appropriate campus resources. The BAT’s goal is to intervene at the earliest possible indication and facilitate successful resolution of concern.

The focus of the UCO Behavior Assessment Team is care for students, faculty members, or staff members who may be in distress. Team members coordinate resources and implement a multidisciplinary response with the goal of providing assistance to the individual while mitigating risk in an effort to keep the UCO community healthy and safe.

Any time a student or other individual poses an immediate threat to self or others, please contact UCO Police Services at 974-2345 or call 9-1-1 if off campus.

To report concerns about student or other individuals, please contact BAT via email at BAT@uco.edu or via telephone at 974-2364 during normal work hours. For after hour situations, please call 974-BATS (2287).

3.2.2.2 PROJECT SPEAK

Provides support for students who are dealing with domestic abuse or sexual assault. Call (405) 974-2224 or visit the Nigh University Center, Room 113 for assistance.

3.2.2.3 STUDENT COUNSELING CENTER

Refer students who need immediate psychological support to this office by calling (405) 974-2215 or visiting the Nigh University Center, Room 402.

3.2.2.4 OFFICE OF STUDENT CONDUCT

Disruptive classroom behavior and other student conduct concerns may be reported to (405) 974-3516. NOTE: Any time a student poses an immediate threat to self or others, please call UCO Police at (405) 974-2345 or 911 if off-campus.

A brochure entitled Working with Distressed Students is also available in the Office of the Vice President for Student Affairs.
3.3 CLASS ROLLS

A class roll listing the names of all enrolled students can be accessed on the web by an instructor from the first day of registration through the end of the semester. Class roll information can change constantly.

3.4 COURSE SYLLABI – UCO ACADEMIC POLICY NUMBER 2.2

Syllabi must be prepared for all courses, distributed to students prior to or during the first class session, and filed with the department chairperson/school director by the end of the second week of the semester. The following minimum elements will be included in each syllabus:

Course Syllabus (copy on file in dean or department chairperson/school director office)

a. Name of course and pre-requisites (These must match official subject code, number, and title.)
b. Textbook information
c. Course objectives/description/competencies (Description must be same as official description.)
d. The transformative learning tenets (Central Six) utilized in the course. List and describe how this course incorporates any areas of transformative learning (e.g., through course objectives, course assignments, course content. It is understood that all six tenets will be rarely covered within one course.)
e. Course requirements
f. Resources, references, and supplies
g. Course calendar/outline

Instructor Syllabus (copy students receive from faculty member) includes all elements from above list plus the following:

h. Instructor’s name and title (professional/educational background, credentials to teach the course, special interest in course subject - optional)
i. Office hours, phone numbers (office, fax, and home-optional), and e-mail address
j. Instructional process or delivery
k. Grading, evaluation, and policy for missed exams and late assignments
l. Final Exam date and time according to UCO Final Exam Schedule
m. Attendance requirements
n. Additional (imperative) information for your class

o. Include Student Information Sheet/Syllabus Attachment found on Office of Academic Affairs website under Faculty/Staff tab.

3.5 INSTRUCTIONAL MATERIAL POLICY

This policy shall meet the requirements of Oklahoma Statute Sections 3241.1 and 3241.2 of Title 70. Nothing in this policy shall be construed to alter or change in any way the intent and impact of that law. The following policy is taken directly from that law and may not be altered unless amendments are made to that law.

1. All contracted provider bookstores of instructional material to University students shall:
   a. provide students with the option of purchasing instructional material that are unbundled when possible, disclose to faculty and staff the costs to students of purchasing instructional material and disclose publicly how new editions vary from previous editions,
   b. actively promote and publicize book buy-back programs,
   c. disclose retail costs for instructional material on a per-course basis to faculty and staff and make this information publicly available.

2. University faculty and staff members shall consider the least costly practices in assigning instructional material for a course as described in §3241.2 of Title 70.

3. The University shall work with and seek input from representatives from faculty, students, publishers and contracted provider bookstores in the development and amendment of instructional material policies.

4. Each publisher of instructional material used by the students enrolled at University shall make available to the faculty and staff of University:
   a. the price at which the publisher will make the instructional material available to all contracted provider bookstores of those materials,
   b. a list of the revisions for the instructional material since the last published edition, if any.

5. No employee or department at University shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, as an inducement for requiring students enrolled at University to purchase specific textbooks or instructional material required for coursework or instruction. An employee or department may receive:
   a. sample copies of textbooks or instructional material, instructor copies of textbooks or instructional material, or other instructional material, that are not to be sold by faculty, staff or bookstores,
   b. royalties or other compensation from sales of textbooks or instructional materials that include the writing or work of the employee,
   c. honoraria for academic peer review of instructional material,
   d. training in the use of the instructional material and technologies.

6. No instructional material vendor or bookstores which contract with the institution to provide bookstore services shall solicit higher education faculty and staff members for the purpose of selling free review instructional materials that have been provided.
by a publisher at no charge to the faculty or staff. Bookstores shall not permit book wholesalers conducting buybacks on campus to accept review instructional materials from faculty, staff or those acting on behalf of faculty or staff. No bookstore shall engage in any trade of instructional material marked as or identified as free review instructional material.

7. This policy is effective immediately and shall apply campus-wide, and shall be included in both the Faculty Handbook and the Employee Handbook.

The ownership of the copyright in such materials is governed by the University’s Intellectual Property Policy which can be found in Appendix J of the UCO Faculty Handbook.

### 3.6 FINAL EXAMINATIONS AND QUIET WEEK

Faculty members are required to utilize final exams or other assessment methods **during finals week**. Comprehensive final exams promote greater student learning.

Final examinations are scheduled at the end of each semester and are preceded by a quiet week beginning seven days prior to the first day of finals. During quiet week no student or campus organization may hold any activity, program, or related function which requires student participation. Exceptions to this policy must have prior approval from the vice president for student affairs or from the university president. Quiet week does not preclude normal course work or examinations.

All classes are expected to meet for the full scheduled period and no college, academic department, or individual faculty member is authorized to reduce the number of academic weeks in the standard semester without specific approval of the State Regents.

Those institutions which reserve the final week of the semester as a testing period shall ensure that all classes meet during the testing period.

All faculty members are expected to adhere to the published final exam schedule for in-class final exams. The department chair/school director and the dean, prior to announcing any changes to students, must approve deviations.

#### 3.6.1 ONLINE AND HYBRID FINAL EXAMINATIONS

The instructor should establish a pre-determined three-day window during finals week for students to take online final exams. In-class final examinations for hybrid courses should be scheduled according to the published UCO Final Exam Schedule. Students enrolled in online
and/or hybrid courses resulting in a final exam schedule conflict must adhere to the Rescheduling of Final Exam procedures as outlined in 3.6.2.

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<tr>
<th>COURSE TYPE</th>
<th>FINAL EXAM SCHEDULE PROCEDURE</th>
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<tr>
<td>Traditional</td>
<td>The final exam shall be scheduled according to the published UCO Final Exam Schedule.</td>
</tr>
<tr>
<td>Hybrid</td>
<td>The in-class final exam shall be scheduled according to the published UCO Final Exam Schedule. For online final exams, the instructor shall establish a predetermined three-day window during finals week for students to take online final exam. Online final exams are not impacted by emergency university closings.</td>
</tr>
<tr>
<td>Online (100%)</td>
<td>The instructor shall establish a predetermined three-day window during finals week for students to take the final exam. Online final exams are not impacted by emergency university closings.</td>
</tr>
<tr>
<td>Self-Paced Online</td>
<td>Self-Paced Online Courses (SPOC), including final exams, must be completed within the scheduled course period. The instructor, in consultation with the student, shall establish a predetermined window for the student to take the final exam. Online final exams are not impacted by emergency university closings.</td>
</tr>
</tbody>
</table>

### 3.6.2 FINAL EXAMINATION SCHEDULE AND CONFLICTS

The final examination schedule is published in the official UCO Class Schedule. Its purpose is to avoid scheduling conflicts. A student is not required to take more than two final examinations on the same day. When three or more final examinations are scheduled on the same day, as listed in the official examination schedule, rescheduling of the excess examinations will start with the lowest course (not CRN) number(s).

To reschedule a final examination:

1) the student must petition the appropriate dean(s) using the Petition for Rescheduling Final Exams form which is available from any dean’s office or online at: [http://www.uco.edu/academic-affairs/files/policiesandguidelines/4academicstandards/4.4FinalExamsOFFICIAL.pdf](http://www.uco.edu/academic-affairs/files/policiesandguidelines/4academicstandards/4.4FinalExamsOFFICIAL.pdf);

2) the petition must be made no later than five calendar days prior to the beginning of exam week for the semester or term in question;

3) the approval will be delivered to the faculty member by the student;

4) dean(s) will send a copy of approved form to AVP/Student Affairs, (Box 151);

5) the faculty member shall reschedule, with the student, a day and time agreeable to both;

6) the exam must be administered only during the official final examination week;

7) the new exam date must not interfere with the timely submission of grades for the entire class.
Students scheduled for commencement ceremonies who have a final examination conflict will be allowed to reschedule their final examination according to the rules in this section.

For information related to weather and/or emergency closing during finals week see Section 4.1.30.2.

3.7 GRADING POLICIES AND PROCEDURES
3.7.1 GRADING SYSTEM

The Oklahoma State Regents for Higher Education and the University of Central Oklahoma utilize a grading policy which distinguishes between the ranks of academic scholarship.

Effective Fall 1992, the Oklahoma State Regents for Higher Education (3.11.3 Grading Terms) adopted the following grading system for use at all state supported colleges and universities including the University of Central Oklahoma:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Grade Point(s) Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Excellent</td>
<td>4</td>
</tr>
<tr>
<td>B - Good</td>
<td>3</td>
</tr>
<tr>
<td>C - Average</td>
<td>2</td>
</tr>
<tr>
<td>D - Below Average</td>
<td>1</td>
</tr>
<tr>
<td>F - Failure</td>
<td>0</td>
</tr>
<tr>
<td>AU Audit</td>
<td>Audit - assigned when students formally audit classes. An “AU” indicates no credit was earned and is not used in the computation of grade point average.</td>
</tr>
<tr>
<td>AW Administrative Withdrawal</td>
<td>Administrative Withdrawal - assigned by faculty to a student who never attended a class and who never officially withdrew. The AW grade cannot be assigned until after the last day to drop a course with 100% refund but no later than the last day to officially withdraw from a class for the semester.</td>
</tr>
</tbody>
</table>

Examples of attendance in general, provided by the U.S. Department of Education are as follows: physical class attendance; submission of an academic assignment; examination, interactive tutorial, or computer-assisted instruction; study group interaction assigned for the course; participation in an on-line discussion, and initiation of contact with instructor to ask question about academic matters. Simply logging into a course does not constitute attendance.

I given at the instructor’s discretion to indicate that additional work is necessary to complete a course. It is not a substitute for an “F” grade and no student may be
failing a course at the time an “I” grade is awarded. To receive an “I” grade, the student should have satisfactorily completed a substantial portion of the required course work for the semester. Students have one year to resolve incomplete grades. In extenuating circumstances, exceptions may be requested.

N  Not Available - instructor failed to submit grades by the established deadline.

P/F  Pass or Fail - used for workshops, activity courses, and student teaching. The Pass grade of “P” indicates hours earned, but does not contribute to the GPA. The Fail grade of “F” indicates failure to meet the minimum standards for passing, and is calculated into the GPA.

S/U  Satisfactory or Unsatisfactory – used for performance in 0-level courses and advanced standing examination and is GPA neutral. The satisfactory grade of “S” (with the exception of 0-level courses) indicates hours earned. The Unsatisfactory grade of “U” is assigned when a student does not meet minimum requirements and is counted in the total number of hours attempted.

W  an automatic withdrawal grade of “W” is issued when a student initiates a withdrawal after the second week of the 16 week semester and before the end of the eleventh week of the semester. For summer it is after the first week and before the sixth week of the semester.

After published deadlines a student may request a late/emergency withdrawal by submitting a written petition with supporting documentation to Enrollment Services. Permission may be granted if proper evidence exists to show the drop or withdrawal could not be completed by the deadline, and the instructor confirms the last date of attendance. Poor academic performance or lack of deadline awareness will not be a consideration for approval. An instructor should not encourage a student to wait for results of an examination if the results will not be known until after the withdrawal deadline for the semester.

WF  withdrawal after the first 11 weeks of a 16 week semester, or after the first 6 weeks of an 8 week session. For any drop or withdrawal granted (by permission only) after the established deadlines, a “W” or “WF” will be assigned depending upon the student’s standing (passing or failing) in the class. If a “WF” grade is assigned, it is calculated
as an “F” in the student’s GPA; the “W” grade is neutral. Students who fail to formally drop or withdraw will be subject to the “A, B, C, D, F” system of grading.

X assigned for graduate thesis, graduate projects, or dissertation in progress and is GPA neutral.

This is a uniform statewide grading system and cannot be altered by the university or by individual faculty.

3.7.2 ACADEMIC EARLY REFERRAL SYSTEM (AERS)

3.7.2.1 ACADEMIC EARLY REFERRAL SYSTEM FOR 1000 LEVEL COURSES

AERS grades are required for all 1000 level courses, and must be submitted by the end of the fourth week of the semester. Faculty who do not wish to assign a grade at this point may use the letter “I” to report poor performance or attendance to the UCO Academic Early Referral System for students who are considered “at risk” of failing. Faculty can submit AERS grades multiple times, as the individual student’s situation changes. For additional information, see http://www.uco.edu/em/aers/.

3.7.3 FINAL GRADES

3.7.3.1 FINAL GRADE DEADLINE

Final grades are reported to the registrar via the Internet by faculty. All final grades must be recorded by noon on the fourth calendar day following the end of the semester. Grades not entered into the system by the deadline will be recorded as “N” (No Grade). The faculty member must submit an individual grade change form on each student in the class for which no grade was processed. Under no circumstances may a student or student worker submit final grades.

3.7.3.2 REQUIRED LAST DATE OF COURSE ENGAGEMENT FOR F & U GRADES

A Last Date of Course Engagement is required for F & U grades. The last date of course engagement is that date known, or reasonably assumed, by the teaching faculty when the student ceased to make progress toward completion of the course requirements. Examples include, but are not limited to: the last date the student attended class according to the attendance roster; or the last date the student accessed a learning module in an online course; or the last day the student attended a practicum site; or the date of the last exam or activity completed by the student.
3.7.3.3 **FINAL GRADE DEADLINE FOR INTERSESSION COURSES**

The following procedures will be followed for courses offered during intersessions:

1. All instruction for face to face, online or hybrid courses will take place only during the scheduled class days of the intersession.
2. A face-to-face course will meet during the scheduled class days of the intersession for a sufficient number of minutes to fulfill the Oklahoma State Regents for Higher Education’s requirement for “credit hours” for the course.
3. Students enrolled in a course may continue working on projects for the course during the following periods when class meetings will not occur:
   a. in the case of a fall (August) intersession class: the week between the final class meeting and the beginning of fall semester classes.
   b. in the case of a spring (December-January) intersession class: the week or weeks during which the university is closed for the winter recess.
   c. All course requirements must be completed and submitted prior to the beginning of the succeeding semester.
4. Final grades for the intersession courses will be submitted by noon on the first Tuesday of the succeeding term.

3.7.4 **PUBLIC POSTING OF GRADES**

At the request of a student, a faculty member may post grades in a public area. Grades should be posted by a personal identification code specified by the student. Initials, social security numbers or parts thereof the social security number, and UCO identification numbers are not acceptable.

3.7.5 **GRADE CHANGES**

An instructor who discovers an incorrect grade may correct the grade using an official grade change form submitted to the registrar. The form must include the signatures of the instructor, the department chair/school director, and the dean.

3.8 **RELATIVES AS STUDENTS**

As a matter of sound judgment and professional ethics, faculty members have a responsibility to avoid any apparent or actual conflict between their professional responsibilities and personal interests. It is the responsibility of faculty members to avoid being placed in a position of
authority – by virtue of their specific immediate family members or relatives such as nephew and niece.

Relatives that are within the third degree of relationship to an employee by blood or marriage are as follows: spouse, parent; grandparent; great-grandparents; parent, grandparent or great-grandparent of spouse; uncle or aunt; uncle or aunt of spouse; brother or sister; son or daughter; son-in-law or daughter-in-law; grandson or granddaughter or their spouse; and great-grandson or great-granddaughter or their spouse. Relative also includes individuals involved in a close personal relationship that might affect the objectivity of each partner toward the other, e.g. “significant others,” cohabitants or domestic partners. These professional constraints are necessary in order to ensure that the evaluation of students is conducted fairly and without any perception of favoritism or bias. (Section 5.12 RUSO).

If a relative becomes a student, the following process must be followed:

a. Notify the chair/school director of the department/school that a relative is enrolled in the class, is an RA/TA, or student worker. Present a plan for evaluation of the student that will avoid conflict of interest and reduce the perception of favoritism.

b. The chair/school director will review the evaluation plan and if approved, notify the dean.

c. If the plan is not approved, the chair/school director will work with the faculty member to modify the plan and notify the dean.

For more information see Appendix H.2.3

3.9 ACADEMIC APPEALS PROCEDURE

For procedure, see http://www.uco.edu/academic-affairs/students/grade-appeals.asp.

3.10 OFFICE HOURS

All full-time faculty members will establish and maintain in their UCO office, five to ten office hours per week, in addition to their regular teaching loads and other institutional responsibilities. These hours should be reasonably spaced over the week at times convenient to students. Each semester of employment, faculty members will post on or near their door, publish in course syllabi, and maintain scheduled office hours during which they are available to students and colleagues. Part-time or adjunct faculty members shall be accessible to their students before and/or after each class period and shall make themselves available by appointment.

3-112
Faculty teaching exclusively online may maintain electronic online office hours, face to face, or a combination of both.

3.11 STUDENT RECORDS

It is the faculty member’s responsibility to retain all final grades and written records of student exams, projects, presentations, and other items that apply toward the final grade in accordance with the disposition schedule established by the Archives and Records Commission of the Oklahoma Department of Libraries for state universities and colleges. This schedule establishes these guidelines for records retention:

Tests, examinations, and papers: Retain in office until returned to students. Retain unreturned items for one year.

Comprehensive Exams for Masters Degrees: Comprehensive exams for Masters Degrees should be retained for four (4) years if no grievances have been filed. If a grievance has been filed, retain two (2) years after exhaustion of all legal remedies provided records meet all stipulated retention requirements.

Instructor class rolls/grade sheet or grade book: Retain for five (5) years if no complaints have been filed. If a complaint is filed, destroy two (2) years after exhaustion of all remedies provided records meet all stipulated retention requirement.

Records stored in electronic form are subject to the same retention requirements.

Faculty or teaching assistants, who resign, retire, or otherwise leave UCO for an extended period shall deposit their grades and course files with the department chair/school director. Part-time faculty members must submit their grades each semester to the department chair/school director.

Under provisions of The Family Educational Rights and Privacy Act, current and former students have the right to review educational records maintained by the institution. The exception is for material which the student has waived right of access or for material specifically determined by law to be confidential. Rights afforded students may be requested by parents and/or legal guardians who are assigned such rights by the law, i.e., who claim the student as a dependent for federal income tax purposes.
Information in educational records of current and former students is confidential, but may be reviewed without prior consent of the student by school officials who have a legitimate educational interest in the student. “School official” is defined as faculty, administrative, or professional personnel of an institution who need information for a legitimate educational interest. “Legitimate educational interest” is defined as an interest which results from the duties officially assigned to a school official and which are related to such school official’s responsibility for facilitating the student’s development.

Any requests from off-campus parties for information from educational records will be handled through one of three offices: a) the registrar; b) the assistant to the vice president of student affairs; and c) Career Development and Placement Services.

3.12 USE OF STUDENT I.D. PHOTOS

The University of Central Oklahoma collects photographs of students, faculty, and staff for its business/academic functions. Student identification photos (excluding those taken for other purposes such as athletic events, campus events or public relation photos) are collected and stored digitally. Student I.D. photos are part of the class roll and are considered to be educational records. The use and dissemination of student I.D. photographs falls under the Family Educational Rights and Privacy Act (FERPA). As an educational record student I.D. photographs may not be released without the student’s written consent. For the complete UCO Student Photo policy see http://www.uco.edu/technology/policies/student-photo.asp

3.13 USE OF STUDENT EMPLOYEES, TEACHING ASSISTANTS AND RESEARCH ASSISTANTS

All student employees, teaching assistants, and research assistants whose roles and responsibilities involve access to student records including examinations, are required to sign the UCO Responsibility Acknowledgement and Confidentiality agreement and to attend a confidentiality orientation presented by the Office of Legal and Employee Services. Student employees are never to be used to undertake the personal errands and responsibilities of faculty. All student employees are hired through the UCO online hiring system. A standard UCO background check is required for all teaching assistants.
Research Assistants (RAs)

The duties of undergraduate or graduate research assistants vary according to the nature of the research, creative, and scholarly activities (RCSA) project in which they participate. All RAs must be engaged in some form of research, creative, and scholarly activity outside the traditional classroom. This engagement might occur via a Student RCSA grant, support provided by a Faculty On-campus grant, or support from an externally-funded project. In general, a research assistant is a student who is actively engaged in an inquiry or investigation and who, through effective collaboration with a faculty mentor, has the potential to make an original, intellectual, or creative contribution to their discipline. The desired outcome for the student should include transformative learning and dissemination (e.g., presentations at regional and national conferences, publications in periodicals and academic journals, exhibitions, performances, etc.) of their findings.

Research assistants may not perform routine tasks or responsibilities related to clerical or other duties that are deemed outside of their RCSA project. All duties are performed under the direction and supervision of a member of the faculty. Progress reports are required at the end of each academic semester. Additional information about the RA program may be found at the Office of Research & Sponsored Programs website http://www.uco.edu/academic-affairs/research-grants/index.asp.

For additional information about RAs see Section 1.8.3

Administrative Interns

An undergraduate or graduate student may be appointed as an administrative intern to work with the administrative staff or faculty of a department, school, college or campus office to gather, organize, and analyze information. These duties should be relevant to both the academic program and the professional goals of the student. The student should be given the opportunity to use his/her academic training while learning new professional skills and broadening his or her perspective of the operation of the unit to which he or she is assigned.

Administrative interns may not perform routine tasks or responsibilities related to clerical and other duties outside of the academic program and professional goals of the student. Progress reports are required to be submitted at the end of each academic semester.

For additional information about Administrative Interns see Section 1.8.3
Teaching Assistants

Teaching Assistants must be students pursuing graduate degrees at UCO and meet other criteria set by the college in which the TA wishes to teach. TAs must complete an online application and undergo background checks. All graduate teaching assistants will be assigned a supervisor. Depending on the college, the supervisor will be an experienced faculty member or a director. In most instances, a graduate teaching assistant works with students in a specific course to provide support for the faculty member in charge. His/her duties may include teaching; preparing instructional materials; preparing, proctoring, and grading examinations; critiquing student papers; reading and tutoring; and performing other duties as assigned. Teaching assistants, who serve under the mentorship of an experienced faculty member or a director, might be recognized as the instructor of record for the section(s) that they are assigned to teach. In consultation with the supervisor, the graduate teaching assistant works to gain instructional skills and to enhance his/her grasp of the essentials of the academic discipline and the roles and responsibilities of a faculty member.

For additional information about Teaching Assistants see Section 1.8.3 and Section 2.8

Graduate Intern

A graduate student may be appointed as a graduate intern. The appointment would allow a student to be engaged in collaboration with both faculty and students in creative and scholarly activities related to the academic discipline and the professional goals of the graduate intern. The student should have the opportunity to use his/her academic training while provided with opportunities to learn new professional skills that will broaden his or her perspective in their chosen field/discipline.

Graduate interns may not perform routine tasks or responsibilities related to clerical or other duties outside of the academic program and professional goals of the student. Progress reports are required to be submitted at the end of each academic semester.

For additional information about Graduate Interns see Section 1.8.3
3.14 COMMUNICATION BETWEEN ATHLETICS PERSONNEL AND FACULTY

Athletics personnel who need to communicate with faculty members should first contact the Faculty Athletic Representative (FAR) or the Director of Athletics (AD). The FAR or AD will act as the go-between and facilitate the communication between athletics personnel members and the faculty member. The only time direct communication should occur between athletics personnel members and a faculty member is when the faculty member initiates the contact, or when the communication has been pre-approved by the FAR or the AD (i.e. the FAR or AD has told the coach it is okay to contact the particular faculty member). Further, the FAR may serve as the contact for faculty members who request to receive information on, or request to contact a student-athlete or an athletics personnel member of any sport.
CHAPTER 4

EMPLOYEE BENEFITS,
PROCEDURES, AND SELECTED
EMPLOYEE POLICIES
CHAPTER 4

EMPLOYEE BENEFITS, PROCEDURES, AND SELECTED EMPLOYEE POLICIES

A portion of the following information is taken from the Employee Policy Handbook prepared by Legal and Employee Services. Policies or information contained in the Employee Policy Handbook that pertain to faculty are contained in this chapter along with other needed clarification or information. The numbering system does not follow that defined in the Employee Policy Handbook.

4.1 GENERAL POLICIES/PROCEDURES

4.1.1 CHANGE OF ADDRESS

Changes of address, telephone number, marital status, and number of dependents are to be promptly reported to Employment Services. Changes in address or telephone number can be changed on-line through UCONNECT by the employee.

4.1.2 CONCEALED WEAPON POLICY

The safety of the students, faculty, staff, and visitors of the University of Central Oklahoma is of the highest priority. In compliance with 21 O.S. § 1991, 1272, no person, other than an authorized peace officer may have in his/her possession a weapon of any kind while on the campus grounds or while participating in any activity on behalf of the University of Central Oklahoma. University property includes all vehicles, buildings, offices, grounds, or other premises either owned, leased, or controlled by the University of Central Oklahoma or its affiliates. Activities of the University of Central Oklahoma include, but are not limited to, normal daily business and attendance at any authorized university function.

This policy applies to all university faculty, staff, students, and visitors, whether or not an individual has been issued a license to possess a firearm under the provisions of the Oklahoma Self-Defense Act, or other similar state or federal statutes or regulations. Any university faculty member, staff, or student found to be in violation of the concealed weapon policy is subject to immediate termination of employment. Any university student found to be in violation of this policy is subject to disciplinary action, up to expulsion, as set out in the Code of Student Conduct. A visitor to the university found to be in violation of this policy is subject to immediate removal from university property.
The University of Central Oklahoma expects and demands that no dangerous weapon of any type be brought onto its campus without prior written approval of the president of the University of Central Oklahoma.

Complete policy and procedure information is available in the Human Resources Policies and Guidelines document found: http://www.uco.edu/administration/human-resources/files-hr/UCO_Policies.pdf.

4.1.3 RESOURCE-CONTRACTUAL SIGNATORY AUTHORITY

Any commitment, either implied or through contractual instrument, that obligates the university with a fiduciary responsibility or significant commitment of faculty time and expertise, must have university approval. Approval must be sought, in order, through a faculty member’s chair, dean, and provost.

4.1.4 DRUG-FREE POLICY

The University of Central Oklahoma recognizes its responsibility as an educational and public service institution, and as an employer, to promote a productive and healthy environment. This responsibility demands implementation of programs and services which facilitate that effort. This policy has been developed to promote a productive and healthy environment for students and employees (both faculty and staff) and to ensure compliance with the Drug-Free Schools and Communities Act Amendments of 1989. As part of the compliance process, all students, faculty and staff will receive annual notification of the Drug-Free Schools policy. The complete document may be found at: http://www.uco.edu/administration/human-resources/files-hr/UCO_Policies.pdf

4.1.5 ELECTRONIC DOCUMENT POLICY

The University of Central Oklahoma Internet Homepage is an official publication of the University of Central Oklahoma. All text and photographs appearing on the homepage or subsequent official pages linked to it are copyrighted and should not be reproduced without written permission from the Vice President of University Relations.

The purpose of the UCO Official Homepage is to provide information about the university, its mission and services, its faculty and students, and campus events and programs. The UCO Official Homepage may be the first point of contact with the university. Therefore, the style and content of the information on the homepage, like its major external print publications, becomes
the responsibility of the Office of University Relations. All publications are subject to the same professional ethics, scrutiny, and appropriate use as any academic communication among qualified students, faculty, and staff. The UCO Official Home Page provides a link to the UCO Intranet. However, only persons with valid accounts will be allowed access to the UCO Intranet.

Persons using the UCO electronic publishing services are expected to demonstrate good taste and sensitivity to others in their communications. It is a violation of university policy to use electronic mail to libel, harass, threaten others, or publish material which would create the existence of a hostile working or educational environment. For more detailed information see the UCO website or contact Employee Relations and Development.

4.1.6 TECHNOLOGY AND NETWORK USAGE POLICY

Technology services at the University of Central Oklahoma are provided to promote and support education, research, and administrative services for students, faculty, and staff. All persons utilizing these services are responsible for ensuring that technology services are used in an ethical and lawful manner.

The university assigns all students, faculty, and staff an official university e-mail account. Students, faculty, and staff are required to read e-mail from this account on a regular basis, as e-mail communications may be time-sensitive.

The university is not responsible for and does not support personal devices which connect to or which download information from university systems or personnel. For assistance contact Technology Support at 974-2255; support@uco.edu, or see the Virtual Help Desk tab in UCONNECT.

Use of any technology, including the network, provided by the University of Central Oklahoma constitutes agreement to abide by the university’s policies. Policy violations by faculty, students, or staff will result in the revocation of computer and network privileges. In addition, such actions may result in disciplinary review, sanctions, dismissal from the university, and legal action. Violations may also constitute a criminal offense, punishable by local, state or federal law or university policy. Please see the full UCO Technology and Network Usage Policy and additional policies on the UCO website at http://www.uco.edu/technology/policies/index.asp.

4.1.7 EMPLOYEE ASSISTANCE PROGRAM (EAP) POLICY

The University of Central Oklahoma is committed to providing its employees and their
families an Employee Assistance Program. The program has been established to provide professional and confidential help to faculty, staff, and their family members. The program is further designed to assist the employee with personal problems before they result in deterioration of health, family life, or job performance. These problems may include: marital and family, financial, legal, mental health (depression, anxiety, etc.), alcohol, drug, or work-related stress.

Voluntary utilization of EAP is completely confidential. No record of the employee’s use of EAP is available to the university. For further information, please contact the EAP at 1-(866)-327-2400 or visit www.deeroakseap.com.

4.1.8 EMPLOYMENT DOCUMENT FALSIFICATION

Any false, incomplete, or incorrect statement, answer, or representation, given intentionally or unintentionally by any person, either orally or in writing, pertaining to availability, acceptability, or eligibility for employment in any department, division, classification, or position at the University of Central Oklahoma or pertaining to personal information or background which is elicited for any authorized form, record, or file, may result in refusal of employment by the University of Central Oklahoma. If such information is found after employment, appropriate disciplinary action, up to and including, termination will be taken.

4.1.9 TUITION WAIVER PROGRAM

The Tuition Waiver Program is designed to offer active employees, dependents, and UCO defined retired university employees the opportunity to participate in educational opportunities through course work at UCO.

The tuition waiver applies to tuition assessments only. Other assessments including fees, books and lab costs are not included. The tuition waiver is based on an annual maximum dollar amount. Every full-time employee is allocated $1,500 per year, limited to $750 per semester. If an active employee has not depleted the waiver allocation for the fall and spring semesters, up to $750 of the remaining balance can be applied to summer coursework. Retired university employees are eligible for up to six hours of Audit category, nontransferable, tuition waiver credits each semester.

Eligibility

A full-time employee must complete the six-month transition period prior to gaining
eligibility for employee tuition credit. The waiver can be transferred to eligible spouse, partner, and/or dependent. Eligibility of a dependent is based on IRS-approved guidelines.

Retired UCO employees are eligible to enroll in six hours of UCO course work in an audit capacity per semester under the institution’s Tuition Waiver Program. The opportunity to audit classes is not transferable by the retiree. Hours expire at the end of each semester, block, and term or intersession period.

Individuals participating in the Tuition Waiver Program must observe academic and enrollment management policies and procedure requirements. The program waives the cost of tuition, but does not waive fees and other assessments.

The employee must furnish initial documentation of proof regarding the relationship between the employee and the eligible current spouse or partner or dependent, i.e. first page of 1040 tax form, birth certificate or other acceptable legal document at the discretion of an authorized UCO official. This documentation requires updating upon the request of an authorized UCO official.

**Restrictions**

The Tuition Waiver Program cannot be applied towards correspondence courses, cooperative courses taught by other institutions, courses taught through the Downtown Consortium and courses outside the regular credit offering by UCO.

Full-time employees enrolling in a class meeting during regular work hours must obtain approval from their designated department supervisor prior to enrollment. Work time lost must be made up or charged to vacation leave. Supervisor will authorize the most appropriate resolution based on departmental requirements. Resolution may include a combination of options.

Tuition Waiver Program is funded based on availability of budget allocations and may be canceled, modified or amended by authorized university personnel or other regulating entities at any time.

In compliance with current IRS tax law, the University paid portion of IRS-defined graduate level courses/fees may be considered taxable income. For more information see [http://www.uco.edu/administration/human-resources/benefits/tuition-waiver/](http://www.uco.edu/administration/human-resources/benefits/tuition-waiver/)

**4.1.10 ETHICS POLICY**

The State Ethics Commission was established under Article XXIX of the Oklahoma Constitution. The Commission is charged with promulgating rules of ethical conduct of state offi-
cials and faculty, including civil penalties for violations of such rules. State officers and employees are to comply with the Ethics Commission “Act” [Section 4200 et seq. of Title 47] and the new Ethics Commission ‘Rules’ [Chapter 20 of Title 257 of the Ethics Commission rules]. The ‘Rules’ and the ‘Act’ deal with prohibitions against political activities, financial disclosure, conflicts of interest, and penalties and enforcement. For further detailed information, please contact UCO Legal and Human Resources.

4.1.11 GARNISHMENTS

Each faculty member is expected to take care of his/her financial obligations independent of the university.

The university will accept court-ordered wage assignments, garnishments, or tax levies and process them in the legally prescribed manner.

4.1.12 IDENTIFICATION CARDS

The faculty member must obtain an identification card at no cost to the faculty by the first day of employment or at the time that the faculty member completes the required personnel paperwork. The identification card is to be used to obtain library privileges and admits the faculty member to certain designated official university-sponsored events.

The identification card must be returned to Employment Services at the time employment is terminated.

4.1.13 INCIDENT POLICY

The University of Central Oklahoma is committed to maintaining a workplace environment that is safe and secure for all faculty of the university. Threats, threatening behavior, acts of violence and unwanted attention directed against other employees, visitors, or guests by anyone at the university will not be tolerated.

All personnel are responsible for notifying their supervisor and/or the UCO Police Services of any threats which have been witnessed, received, or been told that another person has witnessed or received. Even without an actual threat, employees should also alert their supervisor to any behavior which can be regarded as threatening or violent, when that behavior is job related or might be carried onto the workplace. Faculty members are responsible for making this report regardless of the nature of the relationship between them and the person initiating the threat or threatening behavior.
The provision of a safe workplace and the protection of faculty from threats to their safety cannot be effectively accomplished unless the department supervisor and/or Police Services are informed of these circumstances.

**4.1.14 INFECTIOUS DISEASE POLICY**

The University of Central Oklahoma recognizes the need to analyze individual circumstances and respond to each person’s infectious condition on a case-by-case basis. Responding to each case individually rather than developing a “blanket policy” is in the interest of flexibility, sensitivity, simplicity, and the balancing of legitimate interests.

Victims of diseases will be permitted to work at and/or enroll in courses at the University of Central Oklahoma unless the individual’s personal physician, campus medical officials, or state or federal public health officials declare that the disease represents a substantial risk to the health and safety of other members of the community. In such instances, appropriate measures will be taken to protect the institution and the individual.

For further detailed information, contact Employee Relations and Development.

**4.1.15 KEYS**

Keys are issued upon approval of the department chair/school director, college dean, or an executive officer of the institution. A key request form must be submitted for each key required. Once processed, keys can be picked up at the Police Services building. A key will not be issued to an undergraduate student without approval of the provost.

Faculty members entrusted with keys are responsible for reporting any lost or stolen keys immediately to the department chair/school director and Police Services. When a key is lost or stolen, the faculty member must pay a fee of $25 per key. If the key is found after the fee has been paid, the money will be refunded if the building was not re-keyed as a result. In the event that the building is re-keyed, the employee must pay the re-keying fee also.

All keys must be returned during the termination clearance process or at the time of job change, office relocation, or lock change.

**4.1.16 LOYALTY OATH**

Each new university faculty member must sign a loyalty oath. The requirement extends to all faculty members and must be satisfied before an individual can be paid. (51 O.S. § 36.2)
4.1.17  **NEPOTISM**

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity or by affinity shall not, in itself, be a bar to appointment, employment or advancement in universities governed by the Board nor (in the case of faculty members) to eligibility for tenure of persons so related.

But, no two persons who are related by affinity or consanguinity within the third degree shall be given positions in which either one is responsible for making recommendations regarding appointment, employment, promotion, salary or tenure for the other; nor shall either of two persons so related who hold positions in the same internal budgetary unit be appointed to an executive or administrative position for said internal unit. Waivers may be granted by the university president, but performance evaluations and recommendations for compensation and promotion will be made by one not related to the individual being evaluated. The Board shall be notified of any such waivers at its next meeting.

Relatives that are within the third degree of relationship to an employee by blood or marriage are as follows: spouse, parent; grandparent; great-grandparent; parent, grandparent or great-grandparent of spouse; uncle or aunt; uncle or aunt of spouse; brother or sister; son or daughter; son-in-law or daughter-in-law; grandson or granddaughter or their spouse; and great-grandson or great-granddaughter or their spouse (Section 5.12, RUSO).

4.1.18  **OPTIONAL BENEFITS/PAYROLL SERVICES**

The University of Central Oklahoma offers several payroll services and optional benefits to be paid by the employee. Contact the manager of Employee Relations for information on any of these services and benefits:

1. direct deposit of salary payments
2. U.S. Savings Bonds
3. tax-deferred annuity programs
4. cancer insurance
5. dependent health insurance
6. dependent life insurance
7. dental insurance
8. dependent vision insurance
9. Oklahoma College Savings Plan

4.1.19  **PEDESTRIAN SAFETY**

The Pedestrian Safety on Campus Sidewalks Policy is designed to reduce and control
the mixing of vehicular and pedestrian traffic on the sidewalk system and to eliminate unauthorized vehicular traffic on the sidewalk system. Through this policy, the university establishes and maintains a safe environment for all parties by regulating vehicular sidewalk traffic.

Pedestrians have the right-of-way over all other sidewalk traffic at all times.

Only authorized vehicles may enter the university sidewalk system. Authorization can only be granted by UCO Police Services.

For more detailed information regarding the above procedure, contact Employee Relations and Development.

4.1.20 PROFESSIONAL LIABILITY POLICY

_Pursuant to_ 74 O.S § 85.58A (I) _all employees are covered at state expense under the comprehensive professional risk management program administered by the Department of Central Services_ (Section 5.3.3 RUSO).

4.1.21 SALARY ADJUSTMENTS

Faculty members may request an adjustment to their annual salary based on having completed a terminal degree. The deadlines for submitting request for a salary adjustment are January 5th and August 5th. To request an adjustment, the faculty member initiates and signs a Request for Salary Adjustment form, attaching the requested documentation. If an official transcript is unavailable, one of the following documents may be used temporarily to process the salary adjustment: an official letter from the registrar, graduate dean or provost (letters from the dissertation chair will not be accepted). The request is sent, through the department chair/school director and dean, to the Office of Academic Affairs.

The Office of Academic Affairs is responsible for the final review (which includes total graduate hours and rank), approval, and processing of the requested salary adjustment. Salary adjustments for changes in rank will occur at the beginning of the first regular semester following receipt of an appropriate earned doctorate or other terminal degree from a regionally accredited or internationally recognized institution.

Salary adjustments for promotion in rank will occur automatically upon promotion approval from the Regents for the Regional University System (RUSO) and will occur at the beginning of the fall semester. The Office of Academic Affairs will review each faculty promotion individually.
For faculty hired in fall 2006 or before, a “hold harmless clause” is in effect. The faculty member will receive the greater pay increase of either the salary at the new rank (based upon CUPA data for discipline and rank or other professional salary schedules approved by the dean and academic affairs) or via the “hold harmless clause.” The latter is determined by differences between ranks as follows: Assistant Professor to Associate Professor - $3,862 and Associate Professor to Professor - $4,813. The cost of living adjustments from 2006 to the current year will be added to the rank difference.

4.1.22 SALARY

Faculty salaries within an academic department/school/institute are established by the college dean with approval by the Provost. Faculty salaries must be at or greater than the minimum salary targets established for the faculty member’s home department/school/institute subject to availability of funds. Minimum salary targets within a department/school/institute are established by the dean and Provost using one of the following methods:

1. Each faculty member in the department has an individual minimum salary target that is 92% of the national, public College and University Professional Association for Human Resources (CUPA) mean faculty salary data for rank and discipline, where the discipline is determined by the faculty member’s current 6-digit Classification of Instructional Program (CIP) code.

2. All faculty members in the department/school/institute with a given rank have a minimum salary target that is based on a simple average of 92% of the national, public CUPA discipline-based mean salaries of all current full-time, tenure-track positions within the department/school/institute. (For example, if there are 10 full-time, tenure-track faculty members in the department and 4 of those are full professors, then the average salary for the full professor rank would be based on the CUPA discipline salaries of all 10 positions.) Under this method, it is understood that some faculty may fall below the 92% CUPA threshold in their individual disciplines.

3. The faculty members in a department/school/institute have minimum salary targets determined by one or more professional salary schedules. Under this method, the dean and Provost must agree to an equitable method of salary calculation and the
formula(s) that are used must be readily available to those faculty members affected (e.g. on a UCO website). Under this method, it is understood that some faculty may fall below the 92% CUPA threshold in their individual disciplines.

New minimum salary targets for an upcoming academic year are computed in October of the prior academic year and, apart from calculation errors, will remain fixed for the duration of that year.

Faculty who teach in interdisciplinary programs or institutes have a home department that is generally selected at the time of hire.

Faculty salary adjustments are generally implemented in October. Faculty members having questions about their salary should contact their dean.

Salary and benefit information is available each pay period on the employee’s UCONNECT account.

4.1.23 SALARY COMPENSATION FOR ADDITIONAL DUTIES

A review of faculty salary compensation for performing additional teaching and/or scholarly duties is underway. Effective fall 2014, faculty may receive additional compensation for the following:

**Irregular Enrollment.** Faculty may be compensated for teaching Irregular Enrollment courses, as approved by their department chairs and deans. Courses that will be approved must enable students to graduate with their degrees or be necessary for course sequencing within a designated program of study. The number of such courses per semester will be limited to one per semester or as determined by the Chair and Dean in consultation with Academic Affairs. Faculty will be compensated with a stipend of $150 per credit hour per student. This endeavor will be revenue neutral to the university and may not exceed the cost of an adjunct’s salary to teach the equivalent subject as a regular course.

**Independent Study.** The Office of Research & Sponsored Programs piloted a program in academic year 2014-15 in which faculty who serve as mentors for students engaged in on-campus Research, Creative and Scholarly Activities (RCSA) grants outside of the traditional classroom setting may be compensated through either a stipend of $150 per credit hour per student
or through banking the additional hours (for further information see the Office of High Impact Practices website http://www.uco.edu/academic-affairs/ohip/index.asp). Both options require students to enroll in a minimum of one credit hour of Independent Study (4930) per semester with their faculty member serving as the instructor of record. Students will be granted tuition waiver funds for enrolling in Independent Study (4930). This endeavor will be revenue neutral to the university.

4.1.24 STATE VEHICLES

Oklahoma statutes prohibit the use of state-owned vehicles for private purposes. Faculty members are expected to comply with all applicable laws, rules and regulations when operating state-owned vehicles. It is the policy of the university that passengers shall not be transported in state vehicles unless they are on state business.

According to Oklahoma statute, the use of state-owned vehicles to ride to and from a faculty member’s place of residence, except in the performance of official duty, is expressly prohibited. Faculty of the university cannot be assigned a university-owned vehicle for use on a permanent 24-hour basis unless an exception under the statute has been granted. Requests for an exception must be submitted in writing to the president of the university through their department director and vice president.

Purchasing is responsible for processing paperwork for vehicle usage or rental.

4.1.25 TOBACCO FREE CAMPUS

Effective July 1, 2010, all tobacco products are prohibited on the campus of the university which includes any and all UCO owned, leased, rented, or maintained property including but not limited to buildings, facilities, sidewalks, roadways, parking lots, and grounds. This policy includes all university owned, leased, or rented vehicles. This policy does not include any owned properties which are leased to third parties under long-term leases. For more complete information see the Tobacco Free policy.

4.1.26 TERMINATION CLEARANCE PROCESS

The faculty member must complete the clearance process before the final paycheck is issued. Prior to the last day of work the faculty member will receive a clearance card from Employment Services. The faculty member must obtain his/her department chair’s/school director’s
signature on the clearance card and complete the clearance process as noted on the clearance card. The process includes turning in keys, identification card, parking permit, credit cards and library books; clearing all university debts; clearing information technology (IT); and completing an exit interview. Upon termination, all financial obligations to the university must be settled and all university property, including keys, must be returned. Note: The termination date of any faculty member will be the last day physically worked.

4.1.27 TRAVEL
4.1.27.1 TRAVEL FOR PROFESSIONAL DEVELOPMENT

Travel is encouraged for faculty members to enhance personal professional development and to strengthen student learning. The following standards and guidelines should be used for faculty travel, to ensure the greatest number of faculty is accommodated by available travel funds.

a) Full-time faculty members traveling on approved state or university business shall be reimbursed for all or part of expenses in accordance with existing university and state regulations.

b) Faculty members must file a travel request with the department chair/school director and college dean and obtain approval prior to travel.

c) Faculty may travel once during a fiscal year at the university’s expense. University-paid travel to a professional conference will be for the presentation of scholarly work.

d) Travel to Hawaii is restricted.

e) For out-of-state travel, only the minimum-essential number of faculty members will be funded to attend any one conference/event. Normally, the maximum number will not exceed three, and then only when deemed essential by the provost and president.

f) International travel will be considered on a case-by-case basis. Permission to travel to an international destination must be acquired prior to submitting an abstract article for consideration for inclusion in the conference. International travel will receive the lowest priority for travel funds.

g) Study tours may be conducted in addition to the one university-paid trip per year if they are determined to be cost-effective. Travel associated with a Study Tour, Field Study, or Field Trip is governed by University Academic Policy. Specific information regarding these activities may be found in Study Tour 2.5, Field Study
Trips in which faculty are fulfilling duties as a professional organization officer, university recruitment or accreditation/assessment may be conducted in addition to the one university-paid trip per year if they are approved by the provost and president.

i) All requests involving funds must be approved in advance by the Office of Academic Affairs. Faculty members must submit all receipts and other required information electronically to the Travel Office to receive reimbursement. The Office of Academic Affairs requires all travel reimbursements be submitted to the Travel Office within 30 days after returning from a trip.

j) To request travel funds from the Office of Academic Affairs, faculty members should complete and forward through channels the Request for Faculty Development Funds form, available on the academic affairs website under “forms.”

k) Faculty members are expected to seek external funds to support their travel whenever possible.

l) Each travel request will stand on its own merits and be considered in light of available resources.

m) Deans will establish a plan and formula for distributing available travel money.

n) Summer travel plans spanning the start of the new fiscal year must ensure compliance with appropriate policies.

o) An adjunct faculty member’s travel may be funded by the dean.

p) Deans will closely monitor the number of trips funded for any one faculty member during an academic year.

4.1.27.2 TRAVEL FOR TEACHING OFF-SITE

a) The university will compensate faculty for each round trip from the University of Central Oklahoma main campus to a remote teaching site using a personal vehicle at the standard federal mileage rate for full-time teaching assignments. Colleges and/or departments may elect to additionally compensate faculty for transit time to remote teaching sites based on that unit’s existing policies and procedures.
Similarly, travel for overload teaching assignments may be compensated by colleges or departments based on existing protocols.

4.1.28 UNIVERSITY DEBT

Appropriate debt collection will be taken against faculty members with outstanding university debts. Therefore, it is the responsibility of the faculty member to ensure that all university business is conducted in a satisfactory manner. Before a prospective faculty member is hired by the university in a full-time or part-time position, arrangements must be made to satisfy any outstanding debts to the university.

It is the responsibility of the faculty member to ensure that all amounts owed to the university are paid in a timely and satisfactory manner. Any past-due debts to the university by a faculty member will be subject to appropriate debt collection. Appropriate debt collection may include revocation of certain privileges and/or services, turning obligation to a collection agency for processing, or withholding debt from current salary and wages.

4.1.29 UNIVERSITY EQUIPMENT

All university equipment, including cars, trucks, all computers, etc., is to be used for official business only and is not to be used for personal convenience or gain on campus, at home, or in any other location. The division or department director is responsible for equipment in the division or department and will designate faculty members responsible for operating or using the equipment. Faculty members are allowed to purchase university surplus property in accordance with university policy.

4.1.30 WEATHER AND/OR EMERGENCY CLOSING

In emergencies caused by severe weather conditions or a natural or an unnatural disaster, the president or designee may temporarily close or delay the opening of the university to protect the health and safety of the students, faculty, and staff. The president or his/her designee also should determine when the emergency has ended and the university will be reopened.

When weekday or weekend classes are canceled or a delayed opening is announced, local media are notified by the designated university official beginning at 6:00 a.m. for day classes and 3:30 p.m. for evening classes. The UCO closing information line (405-974-2002) and UCONNECT are also utilized for closing information. The closing or delayed opening of administrative offices will be announced separately from those related to classes.
Faculty members will determine any necessary adjustments to course content and schedule due to a university closing. Faculty members are encouraged to be consistent and sensitive to students’ needs when making course alterations due to a university closing.

4.1.30.1 CENTRAL ALERT OPT-IN NOTIFICATION SYSTEM

Central Alert is the emergency notification system that allows UCO officials to send news and instructions simultaneously to individuals through phones, text messaging, and e-mail. The benefits of the Central Alert system are its immediacy and direct access to individual campus members through multiple points of contact.

In the event of an actual emergency, the university will continue to relay critical information using the most appropriate options from our full range of notification resources: Central Alert, Web announcements, e-mail, an automated message line, the local radio/TV stations, door-to-door notifications and posters. Central Alert will not be used for weather related campus closings except for those individuals who opt-in to receive these messages via text message only.

All students, faculty, and staff are encouraged to update their contact information through either the Central Alert Channel or the Personal information Channel on the Home Tab in the university’s portal, UCONNECT. Each person will be able to opt-in to receive text messages. There may be a charge from cell phone providers for each text message received.

4.1.30.2 WEATHER AND/OR EMERGENCY CLOSING DURING FINALS WEEK

If the university (or off-site institution) is closed or the opening delayed during finals week, the following procedures will be implemented:

1. On the day of a delayed opening, final exams scheduled to begin prior to the opening time will be canceled.

2. Final exams scheduled to be taken when the university (or off-site institution) is closed will be canceled.

3. The student’s final course grade will be calculated based on the work in the course completed to that point in time. Final exams will not be rescheduled, and a grade of an “I” will not be given as a result of the canceled exam.

4. Individual performance-based evaluations (e.g., applied music lessons) impacted by closure or delayed opening may be rescheduled at the faculty member’s discretion.
5. Exams conducted online are not impacted by this policy.

4.2 INSURANCE

4.2.1 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The State of Oklahoma provides automobile liability insurance under the State Governmental Tort Claims Act for all faculty members who are acting within the scope of their duties. Further information is available from the Risk Management/Insurance Coordinator in the administration division.

While operating a university-owned or personally owned vehicle on university business, all university employees are covered for liability per incident/occurrence up to $175,000 for bodily injury per person, and $25,000 for property damage, and a maximum of $1,000,000 for all claimants.

Employees renting vehicles for the transaction of University business are required to purchase the Collision Damage Waiver from the car rental company. (See UCO Policy ADM-LEG-29).

4.2.2 EMPLOYER PAID INSURANCE

These benefits are provided to all regular faculty working 75% FTE (full-time equivalent) or more.

4.2.3 HEALTH AND OTHER INSURANCE

Coverage for health and other insurance is effective the first day of the month after employment begins. Faculty members may be required to pay a portion of their premium depending on their plan selection. New faculty members may be subject to 6-month pre-existing conditions clause.

4.2.4 LIFE INSURANCE

Coverage effective date is the first day of the month after employment begins. Coverage equals the annual base salary rounded down to whole thousands and multiplied by two with maximum coverage of $250,000.

4.2.5 LONG-TERM DISABILITY INSURANCE

Eligibility for coverage begins six months after employment. Benefits are integrated with workers’ compensation insurance, social security, and Oklahoma Teachers’ Retirement System disability benefits.

Faculty members and their covered dependents are eligible to continue health insurance through provisions of COBRA, a federally mandated program. Contact the manager of Employment Services for specific information regarding COBRA continuation and cost.
4.2.6 UNEMPLOYMENT COMPENSATION

The university is self-insured with the Oklahoma State Employment Security Commission to provide Unemployment Compensation benefits for eligible terminated faculty members or those who are laid off. Information concerning Unemployment Compensation can be found in a booklet entitled, “Information for Workers Who are Unemployed Concerning their Rights to Receive Unemployment Compensation.” Copies of the booklet can be obtained from the Oklahoma State Employment Security Commission.

4.2.7 WORKER’S COMPENSATION INSURANCE

All university faculty members are covered by workers’ compensation insurance. Injuries which arise out of and in the course of the performance of compensable work for the university are covered under this program. There is no enrollment required. The cost of the premium is paid entirely by the university.

4.3 LEAVE POLICIES

*The Board authorizes the university president to develop and implement policies governing employees’ leave. (Section 5.5.1 RUSO)*

4.3.1 COURT APPEARANCE

When a faculty member is subpoenaed to appear in court, s/he must submit a copy of the subpoena to the department chair/school director. At that time a ruling will be made as to how the leave will be charged.

4.3.2 EXTENDED MEDICAL LEAVE

The University of Central Oklahoma will require a physician’s statement once per month from faculty members on medical leave. The department shall forward the physician’s statement to Employment Services. Failure to provide a statement from the physician could lead to termination. Failure to return to work at the beginning of the next scheduled workday after being released by the physician may result in termination.

4.3.3 FAMILY LEAVE/MATERNITY LEAVE

*The University of Central Oklahoma is in compliance with the Family and Medical Leave Act of 1993 effective August 5, 1993. No employee will be penalized for using Family Leave, e.g., loss of status.*
Family leave shall be considered the same as any other temporary medical disability with respect to providing leave time, insurance, and other benefits. Faculty members taking family leave must submit a written request to the department chair/school director or dean and then to the Employee Relations and Development Manager. It is the policy of the University of Central Oklahoma to grant a faculty member up to a maximum of 12 weeks of unpaid leave in any 12-month period to care for a newborn or newly adopted child, a seriously ill family member, or for the faculty member’s own serious illness.

Pending maternity leave, a faculty member shall be allowed to continue employment, provided physical health will permit the performance of duties required by the position. Beginning with the 24th week of pregnancy, the faculty member must regularly provide medical statements indicating that she can maintain her duties without creating a hazard for either herself or the unborn child. The refusal of the medical doctor to attest to this fact shall be grounds for beginning the maternity leave.

The faculty member on maternity leave must, within 30 calendar days after birth of the child, signify in writing an intent to return to work at the University of Central Oklahoma. The return to work must be reasonable and agreed to by all parties including the health care provider. The faculty member will be reinstated to her original position.

If for some reason the faculty member cannot return to work, arrangements must be made to reimburse the university for the costs incurred by the university for insurance premium payments made during the unpaid family/maternity leave. For more detailed information, please contact the Employee Relations.

4.3.4 funeral leave

The purpose of funeral leave is to provide full-time faculty members with time to attend funerals of family members and to handle related affairs without disrupting income.

The maximum amount of funeral leave granted for bereavement will be determined by the relationship of the faculty member to the deceased, as listed below.

1. Full-time faculty members will be granted paid leave for a death in the immediate family as needed up to three (3) days without absence being charged against sick leave. Immediate family is defined as parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, brother- or sister-in-law, son- or daughter-in-law, step-parent, step-brother or sister, step-children, grandparent-in-law, and
grandchild, or person who lives in the same household as employee.

2. Regular full-time faculty members may be granted time off from work without loss of regular pay or deductions from leave balances for attending the funeral of a relative not a member of their immediate family but not to exceed one (1) work day of eight (8) hours. This includes uncles, aunts, nieces, nephews, first generation cousins, and in-laws not defined in the above paragraph.

3. Admittedly, some close friends may be more emotionally significant to an individual than those for whom paid leave is granted. However, it would be nearly impossible for the university to judge or to write policy on all the various situations that can arise. Therefore, with the approval of the department chair/school director, personal leave must be taken for any situation not covered by this policy statement.

4.3.5 JURY DUTY

Faculty members summoned to be on jury duty must submit a copy of the summons with a Request/Approval of Leave Form. After completing jury duty, evidence of having served on a jury for the time claimed must be submitted to the department chair/school director. Jury duty will not be counted against sick leave or personal leave.

4.3.6 LEAVE OF ABSENCE WITHOUT PAY

The university recognizes that it may be necessary, at times, for a faculty member to request a leave of absence without pay. Such leave may be granted only to tenured faculty members, and only after all other forms of leave described in this handbook have been considered and/or exhausted. A leave of absence without pay may be granted for a maximum period of one (1) year. A leave of absence without pay will not be granted to a faculty member who intends to use the leave to accept full-time, employment elsewhere.

Leaves of absence without pay are subject to the following conditions:

1. A faculty member on leave of absence without pay may return to his or her position at the university only if there is a vacancy in his or her field.

2. A faculty member on leave of absence without pay must inform the university in writing, on or before February 1 of the year of leave, if he or she desires to return to the university.
3. A faculty member on leave of absence without pay who does not return to the university must remunerate the university for all employee benefits paid by the university during the period of the leave.

4. A leave of absence without pay will suspend the post-tenure review process and/or promotion for the duration of leave.

A faculty member who wishes to be granted a leave of absence without pay must file an application with his or her college dean at least sixty (60) days prior to the end of the fall semester of the academic year prior to the one in which he or she wishes to take leave. If the dean approves the request, he or she will forward the request, with a letter of support, to the provost/vice president for academic affairs, who has final authority to approve or reject faculty requests for leaves of absence without pay.

If the provost/vice president for academic affairs approves the leave, he or she will issue a Leave of Absence without Pay contract to the faculty member. By signing this contract, the faculty member indicates his or her acceptance of the conditions described in this section for leaves of absence without pay. The leave will be finalized only after the faculty member has signed this contract.

4.3.7 LEAVE SHARING POLICY

The purpose of this policy is to alleviate the hardship caused by a severe or extraordinary illness or injury which forces an employee to exhaust all leave time (including vacation and compensatory time) earned by that employee and subsequently have no leave time available, resulting in a loss of compensation. For more detailed information regarding the above procedure, please contact Human Resources/Benefits or visit the leave share website: [http://www.uco.edu/administration/human-resources/benefits/leave/leave-share-program.asp](http://www.uco.edu/administration/human-resources/benefits/leave/leave-share-program.asp).

4.3.8 MILITARY LEAVE

_Pursuant to 72 O.S. § 48, all employees who are members, either officers or enlisted, of the Reserve Components to include the Army and Air National Guard and the Army, Navy, Air Force, Marine Corps, the Coast Guard Reserves, or any other component of the Armed forces of the United States, shall, when ordered by the proper authority to active or inactive duty or service, be entitled to a leave of absence for the period of such service without loss of status or seniority. During the first thirty (30) regularly scheduled work days of such leave during the federal fiscal year, the employee shall receive his full regular pay. During the remainder of such leave in any federal fiscal year, the president may elect to pay the employee an amount equal to the difference between his full regular pay and his military pay. (Section 5.5.3, RUSQ)._
4.3.9 PERSONAL LEAVE

Full-time faculty members are eligible for personal leave. Personal leave can be used for family and other emergencies, bereavements not covered under funeral leave, religious observances, and other approved requests.

Personal leave shall be charged against sick leave and may not be granted in excess of accumulated sick leave. The number of hours granted will be governed by the circumstances of the case, but in no event shall they exceed 5 days (40 hours) in any calendar year. Personal leave hours may not be accumulated or carried over from one calendar year to the next. Department chair/school director approval is required for personal leave hours to be used. Any additional days will be granted at the discretion of the chair/director and will be unpaid. Time off will not be granted when such leave would cause undue hardship to the department or students.

4.3.10 SABBATICAL LEAVE

Full-time faculty members meeting specific criteria are eligible to apply for a sabbatical. The length of a sabbatical is either one academic year (two semesters) or one academic semester. In either case, faculty members on sabbatical receive one-half their annual or semester salary, respectively. Summer sabbaticals are not authorized. The application form is available in the Office of Academic Affairs and should be submitted through the appropriate chair/school director and dean so as to arrive in the Office of Academic Affairs no later than February 1st. Time on sabbatical counts for purposes of promotion and tenure. For further details about sabbaticals, see Appendix L.

4.3.11 SICK LEAVE

Sick leave is a period of time during which a faculty member is unable to work because of illness, injury; or medically related examinations, treatment to the faculty member and/or immediate family member(s), or because the faculty member has been exposed to a contagious disease and presence at work would jeopardize the health of others.

While the university pays for authorized sick days, the university expects the faculty member to be honest in requesting and using sick leave. A faculty member shall notify the department chair/school director as soon as possible and submit a Request/Approval of Leave form immediately upon returning to work. The faculty member must notify the department chair/school director or designee each day s/he is unable to work. Sick leave may be denied for failure to notify the depart-
ment promptly, or if the faculty member has been abusing the sick leave privilege. If the illness is prolonged, the department chair/school director must be provided with a doctor’s statement on a monthly basis. If an absence due to illness lasts for three or more consecutive working days, a current and signed doctor’s statement may be requested upon return to work unless the faculty member is released from this requirement by the department chair/school director.

A full time faculty member accrues sick leave at the rate of 10 hours per month, 12 months per year. Unused days may be accumulated up to 1,040 hours (130 working days). Eight (8) hours of leave will be charged for each day that a faculty member does not report to work.

Sick leave will not be accrued by a faculty member during leave of absence without pay, sabbatical, unpaid family or maternity leave, or removal from the payroll for any reason. Sick leave will not be paid on any illness or injury incurred while committing a crime, nor will it be paid on any illness or injury resulting from paid employment elsewhere. Sick leave for the summer does not apply unless the faculty member is teaching. Faculty members are expected, whenever possible, to schedule medical appointments and procedures at times that do not interfere with their classes and other assigned duties. There will be no payment for any unused accrued sick leave balance at time of termination or reduction to less than full-time status.

Under no circumstances should a faculty member claim sick leave benefits to work on another job or for any other reason not covered in the definition of sick leave. Any abuse of this benefit will be taken into account during performance evaluations. Appropriate disciplinary actions will be taken if sick leave abuse is discovered, not to exclude termination.

4.3.12 VOTING LEAVE

Per Oklahoma statute, O.S. Title 44, Section 209, the University of Central Oklahoma provides all faculty members a reasonable amount of time off with pay for the purpose of voting in national, state, and local elections.

4.4 PERSONNEL FILES

4.4.1 ACCESS

For the purpose of making employment decisions, the university maintains individually identifiable personnel files on persons who have been or who are its faculty. This policy is intended to provide guidelines for access to those records in order to promote an informed public
while maintaining the security of personnel records necessary to protect the privacy of its faculty members and the interests of the institution in fulfilling its mission.

Individual faculty members are entitled to access to their own personnel file in the department/school, college, Office of Academic Affairs, and Employment Services. Access to appropriate records shall be in accordance with the provisions of this policy, the university’s Open Records Policy and the states Open Records Act.

4.4.2 CONTENTS

Employment Services, as custodian of personnel files, shall determine information to be placed in the files. Only information germane to the person’s employment with the institution shall be retained in these files. Examples of this type of information are:

1. information pertaining to bona fide occupational qualifications;
2. behavior and discipline actions;
3. personnel actions, such as appointment, change of status, etc.

Individuals may ask that materials relevant to their employment be included in their personnel file by written request to the Employment Services manager. An individual may not remove or add any records to his/her personnel file at the time of inspection.

4.4.3 OPEN RECORDS ACT

The following personnel records shall be deemed confidential and may be withheld from public access:

1. those that relate to internal personnel investigations including, without limitation, examination and selection material for employment, hiring, appointment, promotion, demotion, discipline or resignation; or
2. those where disclosure would constitute a clearly unwarranted invasion of personal privacy such as, but not limited to, faculty evaluations, payroll deductions and employment applications submitted by persons not hired by the university; or
3. those which are specifically required by law or university policy to be kept confidential.

Records not specifically falling within the exceptions provided above shall be available for public inspection in accordance with the Open Records Act.
4.4.4 PERSONNEL RECORDS, CORRECTION OF

A faculty member may dispute the accuracy of any material included in his/her personnel file. Such concerns should be directed to the custodian of the file in writing.

4.4.5 SUPERVISORS/ADMINISTRATORS

Supervisors or administrators shall have access to the personnel files of persons employed or being considered for employment in their areas of responsibility on a need-to-know basis. If supervisors or administrators deem it necessary to share information from a faculty member’s personnel file with others, they should clear this beforehand with the university legal counsel.

Except as may otherwise be made confidential by statute or university policy, an employee (or his/her designee as authorized in writing and signed by the consenting employee) shall have a right of access to his/her own personnel file, provided:

(a) letters of evaluation and/or recommendation that apply to pre-employment qualifications, tenure and/or promotion that are solicited in confidence or sent with the expectation of confidentiality shall be deemed confidential and unavailable to the faculty member unless otherwise ordered by a court of law;

(b) an individual wishing to inspect his/her personnel file should submit a written request for inspection to the custodian of the file;

(c) if the file contains confidential records, they must be removed before the file is opened to the individual. Upon request, a faculty member will be advised of the type and number of documents that were not made available to the faculty member for his or her review and that will be returned to the file after the review;

(d) an individual may not remove or add any records to his/her file at the time of inspection.

4.5 SPONSORSHIP OF FOREIGN NATIONALS

Pursuant to federal law, all new employees working in the United States (both citizen and noncitizen) hired after November 6, 1986 must complete a Form I-9. Upon signing a letter of intent from UCO, all foreign nationals requiring sponsorship must contact UCO legal services to determine sponsorship eligibility and, if eligible, begin the process of obtaining work authorization. To the extent required by federal law, the university will cover the fees and costs associ-
ated with H-1B work authorization and PERM processing. UCO reserves the right to utilize the 
attorney(s) of its choosing for petitions requiring university sponsorship and reserves the right to 
amend its hiring policies at any time.

If you have questions regarding your right to work in the United States, or if you would 
like to review Form I-9, please visit www.uscis.gov and www.justice.gov.

**4.6 RETIREMENT**

A formal letter must be submitted to the department chair/school director indicating 
semester and year that s/he is retiring, department/school name, date of initial hiring, and rank. 
Issues related to receiving retirement benefits should be addressed to Employment Services.

**4.6.1 EMERITUS FACULTY**

_The Board of Regents of RUSO at its discretion may honor recommendations of presi-
dents to grant retired faculty members emeritus status and title after retirement. When 
members of the faculty of one of the universities under the jurisdiction of this Board retire 
under honorable conditions, they may be entitled to emeritus status and to the use of their 
last title “emeritus” (e.g., “President Emeritus,” “Professor of History Emeritus,” etc.) 
Retired faculty members’ emeritus status and title shall be wholly honorary and does not 
entitle them to compensation of any kind. Emeritus status shall apply only in cases where 
the faculty member has been in the service of the universities under the jurisdiction of this 
Board for at least ten years._

_Other university positions may be considered for emeritus status upon recommendation by 
the president (Section 5.4.6, RUSO)._ 

Though no faculty member acquires new rights or privileges in the university upon retire-
ment, certain of those rights and privileges to which he or she was entitled prior to retirement 
are still extended. It is understood that the list of privileges, courtesies and opportunities may be 
amended at the discretion of the university. These include but are not limited to:

1. Emeritus ID Card, valid indefinitely;
2. retired faculty parking permit, without charge (must present Emeritus ID card to 
secure parking permit);
3. continued free access to and use of UCO email address at uco.edu, if so requested 
(must sign an email usage agreement; the UCO email account will be deleted (with 
no reinstatement) if there is no login within a 90 day period;
4. UCO’s tuition waiver program to audit classes per policy [UCO policy ADM-
EMP-1Revision 1.2]; retired faculty are required to apply as an Adult student initially and pay a one-time application fee of $40. Status must be changed to an Audit student at the front counter in Admissions/Enrollment Services to begin auditing UCO courses;

5. reduced admission to many university student performances and athletic events; some exceptions apply;

6. library privileges on campus; remote access to two databases, Academic Search and Business Search, via EBSCOhost Alumni Databases at http://library.uco.edu/giving/benefit/. Email libdev@uco.edu or call (405) 974-2877 for login information;

7. The health clinic at UCO (free blood pressure checks and flu shots for a nominal fee);

8. Wellness Center at a reduced rate (fee applies); and

9. the college from which the faculty member retired may extend other privileges—such as serving on tenure or promotion committees;

10. teach as a Distinguished Emeritus Faculty Fellow at a rate 5% more than the current adjunct faculty rate;

11. participate in research and/or grant writing activities involving current UCO faculty and/or students. Contact the Office of Research & Sponsored Programs at (405) 974-3492 or send an email to research@uco.edu; and

12. other privileges, courtesies and opportunities as elucidated in the Addendum to the Emeritus Faculty Association Bylaws.

4.6.2 ASSOCIATION OF EMERITUS FACULTY

The Association of Emeritus Faculty founded in the fall semester of 2009 has as its primary purpose the continuing involvement and participation of emeritus faculty with the university in the belief that such involvement and participation is highly beneficial both to the university and to the individual faculty members.

4.6.2.1 MEMBERSHIP ELIGIBILITY

1. Membership in the Association shall be open to all emeritus faculty as well as to emeritus administrators who have served as faculty at some point during their
employment at UCO. Emeritus status is defined and determined by the Regents for
the Regional University System of Oklahoma (see section 4.5.1). Membership is
obtained through the payment of annual or lifetime membership dues.

2. Associate Membership is available to:
   a. faculty who have left the service of the university without officially taking
      retirement;
   b. retired administrators who have not served as faculty but who desire to
      participate in association activities;
   c. active faculty who wish to become involved with the association prior to
      retirement;
   d. spouses of retired faculty; and
   e. widows or widowers of members of the faculty of UCO.

For more information see Appendix P or contact the Office of Academic Affairs.

4.6.3 OKLAHOMA TEACHERS’ RETIREMENT

Oklahoma Teachers’ Retirement participation is mandatory for faculty members. The
University of Central Oklahoma will pay contributions on that portion of the Oklahoma Teachers’ Retirement System base salary over $15,000.

4.6.4 RETIREE INSURANCE

The University of Central Oklahoma will continue to pay for group health and life insurance coverage for retirees to age 65, as long as the faculty member retires under provisions of Oklahoma Teachers’ Retirement and the University of Central Oklahoma. When the retiree attains age 65, the retiree may continue the health insurance plan under provisions of a Medicare supplement, with the retiree paying any required premium. Contact Employment Services for further details.

4.6.5 RETIREES RETURNING TO WORK

Oklahoma Teachers’ Retirement System regulations require a minimum of 60 calendar days between a retiree’s last day of pre-retirement public education employment and any such post-retirement employment. Retirees may return to work as part-time employees, but only within the parameters established by the Oklahoma Teachers’ Retirement System. Copies of the regulations and further information are available through Employment Services.
4.6.6 SOCIAL SECURITY

Every faculty member will participate in Social Security as provided by law.

4.6.7 SUPPLEMENTAL RETIREMENT ANNUITY

A defined full-time regular faculty member hired by one of the Oklahoma regional institutions of higher education prior to July 1, 1987, may qualify for a supplemental retirement annuity to be paid by the University of Central Oklahoma. For further information, please contact Employment Services.
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CHAPTER 5
REFERENCES

Academic Policy Manual

Employee Handbook

Operating Code for Academic Affairs Curriculum Council

Oklahoma State Regents’ Policies and Procedures

Policy Manual of the Regional University System of Oklahoma

University of Central Oklahoma Graduate Catalog

University of Central Oklahoma Undergraduate Catalog
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APPENDIX B

CONSTITUTION, BYLAWS, AND OPERATING CODE OF THE FACULTY SENATE OF THE UNIVERSITY OF CENTRAL OKLAHOMA

UCO FACULTY SENATE CONSTITUTION

PREAMBLE

Recognizing the need to involve the faculty as the University progresses toward the solution of its problems and accomplishment of its goals, the faculty, administration, and the Regional University System of Oklahoma established the University of Central Oklahoma Faculty Association and its Senate. It shall be governed by the following articles:

ARTICLE I. FACULTY ASSOCIATION AND FACULTY SENATE

The Faculty Association of the University of Central Oklahoma is composed of all full-time teaching faculty members (including department chairs and school directors), all full-time professional administrators, all full-time academic advisors, and all full-time professional librarians (as officially designated). The Faculty Senate is the body elected to represent the Faculty Association.

ARTICLE II. PLAN OF REPRESENTATION

Section 1. Each college (except the Graduate College) shall be represented in the Faculty Senate according to the formula N/B, in which N is the number of Faculty Association members in the college and B is the total number of the Faculty Association members in all the colleges divided by thirty (30). However, no college shall have fewer than four (4) Senators. The quotient N/B shall be rounded to the next larger whole number if the remainder is one half (½) or more. A committee of the Faculty Senate, with the approval of the Senate, shall be responsible for applying the formula and informing each unit of the number of Senators allotted to it.

Section 2. The full-time professional administrators shall name from among them
three (3) senators. The professional library staff shall name from among them one (1) member. The full time academic advisors shall name from among them one (1) member.

Section 3. The Student Senate shall be invited to send one of its members to the Faculty Senate as a non-voting representative of the student body.

ARTICLE III. ELECTION TERMS, SUCCESSION, RECALL, AND REPLACEMENT OF SENATORS

Section 1. The first election of Senators shall be conducted by the Faculty Governance Committee and shall be held as early as feasible during the fall, 1969, term. The first Senators shall begin their terms immediately upon election. Subsequent elections of Senators shall be conducted by the Faculty Senate.

Section 2. Except for the first election of Senators, as described in Section 1, elections of Senators shall be held no later than the first Tuesday in May in which school is in session. The Senators shall begin their terms with the end of the spring academic term in which they are elected.

Section 3. To be eligible for election to the Senate, candidates must be members of the Faculty Association.

Section 4. Senators may succeed themselves, but may not serve more than two (2) consecutive terms.

Section 5. Except for the one-half (½) of the first Senators whose terms shall be one (1) year as determined by lots, the term for Senators shall be two (2) years.

Section 6. The procedure for the election of Senators shall be as follows:

The Committee on Elections shall apply the representation formula (Article II, Section 1) and shall notify each Faculty Association member of the date of election and the number of seats to be filled in each election unit. The notification shall be given no fewer than three weeks before the date of the election.
The filing period shall begin upon such notification and shall end one week prior to the
election. To file for office, the member must submit his name, over his signature, to the Commit-
tee on Elections.

The Committee on Elections shall certify the eligibility of each candidate before their
name is placed on the ballot.

Seven days before the specified deadline for filing for a Senate seat, the Elections Com-
mittee shall notify each election unit of the names of those candidates in the unit who have filed
to date. The notice shall also reiterate the filing deadline and the election date.

Immediately following the filing deadline for an election, a dated notice shall be sent by
the Elections Committee to each Faculty Association member in the election unit. This notice
shall include the date of the election and the election ballot or the names of the candidates who
are scheduled to be presented to the Senate for the election certification according to Article III,
Section 6 of the Constitution. The notice shall also include a statement that any challenges to the
election process at this point must be authored by at least three Faculty Association members in
the affected unit, and must be submitted to the Senate President, in writing within seven days of
the notice date.

Immediately following an election, a dated notice shall be sent by the Elections Commit-
tee to each Faculty Association member in the election unit. This notice shall include the date
of the next Senate meeting, the names of the election winners, an invitation to these winners to
attend the next Senate meeting, and a statement that any challenges to the election must be autho-
rized by at least three (3) Faculty Association members in the affected unit, and must be submit-
ted to the Senate President, in writing, within seven days of the notice date.

Candidates for an election shall be invited, by the Elections Committee, to attend or send
a designated representative to, the counting of the ballots.

The constitution mandates the use of secret ballots in all elections to the Senate. This may
be accomplished by the use of ballot boxes, mailing of sealed, special ballot envelopes addressed
to the Faculty Senate office, or such other means as the Election Committee, with the concur-
rence of the Senate, shall deem appropriate.

Except as specified in Article II of these Bylaws, no extensions of an announced filing
deadline or election date shall be allowed.
Section 7. To be elected, the candidate must satisfy one of the following, as applicable: (a) in the case that the number of candidates is more than twice the number of seats to be filled, the candidate must receive a number of votes equal to more than one-half ($\frac{1}{2}$) of the number of voters, (b) if the number of candidates is less than or equal to twice the number of available seats, a plurality shall decide the election, and (c) in case the number of candidates is no more than the number of seats to be filled, their election shall be declared.

If any seat is not filled in the first election, a run-off election shall be held. The number of candidates in the run-off election shall be equal to twice the number of seats to be filled. The candidates selected for the run-off shall be those who have received the highest number of votes. There may be more than two candidates for each seat only if a tie vote in the last possible position results. The run-off election shall be decided by plurality.

Section 8. Challenges to the procedure, results, or conduct of an election may be initiated by a petition signed by at least three members of the affected election unit. In the event of a challenge in any election unit, the election process shall be suspended in that unit until the challenge is resolved by the Senate.

Section 9.

9.1 Immediately upon receipt of an election challenge, the Senate President shall appoint a committee of at least four senators to consider the challenge. One member of the committee shall be a serving senator designated by the authors of the challenge, and, when possible, one member of the committee shall be a serving senator from the affected election unit. The Senate Vice President shall chair the committee, unless he is an affected party in the challenge, in which case the Senate President shall appoint and chair the committee.

9.2 The committee shall be instructed to invite the chairperson of the Com-
mittee on Constitution, Parliamentary Procedure, and Elections and the authors of the challenge to a hearing. At the next meeting of the Senate, the committee shall report its recommendations concerning the challenge. Statements by parties to the challenge shall also be presented, if requested by either party.

Section 10.

10.1 If an election challenge is denied by the Senate, the election shall proceed from the point in the process at which it was suspended. If the challenge preceded balloting, dated notice shall be given of a new election date, seven days from the date of the notice, and the election shall be held at that time.

10.2 If a challenge is sustained by the Senate, the Senate shall direct the Committee on Constitution, Parliamentary Procedure and Elections on resolution of the problem, and establish guidelines for the election to proceed.

10.3 The election of all Senators must be certified by a majority vote of the Senate.

Section 11. The recall, for cause, of a Senator shall be initiated by the written petition of more than one-half (½) of the members of the election unit represented by that Senator and shall become effective upon the secret-ballot concurrence of more than two-thirds (2/3) of that unit (present and voting). The Senator whose recall is being sought shall, if he or she desires be granted a hearing at a called meeting of the election unit prior to the recall vote. This hearing shall be called and presided over by the Senate President and such Senate officers as the President chooses for assistance.

The recall of a Senator may also be initiated by the Senate. The only grounds for this action will be a Senator’s failure to fulfill his or her responsibilities to the Senate. This specifically includes failure to attend
Senate meetings and/or Senate Committee meetings. Upon Senate majority approval of a motion to initiate recall proceedings (a recall petition), the President of the Senate shall appoint a committee which shall be instructed to invite the Senator whose recall is being sought to a hearing. At the next regular meeting of the Senate, the committee shall recommend either that the recall petition be approved or dismissed. To declare a seat vacant requires a concurrence of more than two-thirds (2/3) of the votes cast.

Section 12. In case of a vacancy in the Faculty Senate, the Senate shall within one (1) month conduct a special election by members of the affected unit to provide the replacement.

If a Senate seat is not filled at the general election or at a special election, it will remain unfilled until the next general election. However, the term of the unfilled seat will not change. That is, if a term for a two-year term is unfilled at one general election, it may be filled as a one-year term at the next election.

ARTICLE IV. ORGANIZATION OF THE SENATE

Section 1. At the last official Spring semester meeting of the Faculty Senate, the Senate for the following year shall elect and certify the President, Vice President, Secretary-Treasurer, and Reporter-Historian, each to serve a term of one (1) year, beginning with the end of the spring academic term. Offices other than those mentioned in this article may be established or abolished as needed.

Section 2. At the first meeting of the new Senate, the President of the Senate shall submit to the Senate a nomination for Parliamentarian of the Senate. A majority vote of the Senate shall be necessary for confirmation. The term of office of the Parliamentarian shall be one (1) year.

Section 3. With the exception of three (3) Senators named from and by the professional administrators, all Senators are eligible for offices in the Senate.
Section 4. The Duties of the officers shall be:

**President:** To preside over meetings, direct the selection of and/or name committees and/or their chairpersons, call special meetings, and serve as the spokesman for the majority opinion of the Senate to the President of the University of Central Oklahoma. Vice President: To preside in the absence of the President and assume the office of the President in case of vacancy.

**Secretary-Treasurer:** To record and distribute copies of the minutes and be responsible for, keep records of, and report all actions associated with all funds budgeted for the operation of the Senate.

**Reporter-Historian:** To prepare and distribute reports of Senate meetings to members of the Faculty Association, report Senate news to the student newspaper and Public Information Office, and maintain the archives of the Senate.

**Parliamentarian:** To advise the President of the Senate on matters pertaining to parliamentary procedures and interpretations of the Constitution and Bylaws, provide each Senator with a current copy of the constitution and Bylaws at each September meeting, and conduct the election of the Senate officers at each April meeting.

Section 5. The removal, for cause, of an officer of the Senate shall be initiated by the written petition of more than one-half (1/2) of the members of the Senate and shall become effective upon the secret-ballot concurrence of more than two-thirds (2/3) of the Senate. However, the petition for removal shall be made at least one (1) month in advance of the vote, and the officer whose removal is being sought shall be entitled to a hearing prior to the vote.

Section 6. The Faculty Senate shall schedule at least nine (9) regular meetings during the academic year. Special meetings may be called by the Senate President or upon petition of at least six (6) Senators. Such meetings shall be called during the summer period when no provision is made for scheduled meetings only to deal with unusual and unanticipated problems and situations. For official transaction of business, a quorum shall be present.
Section 7. More than one-half (1/2) of the elected Senators shall constitute the quorum necessary for regular and special meetings.

Section 8. Other organizational and operational provisions shall be made in the Bylaws of the Faculty Senate.

**ARTICLE V. FUNCTIONS, DUTIES, AND RESPONSIBILITIES OF THE SENATE**

Section 1. The Faculty Senate shall actively participate in the academic policy and decision-making process at the University of Central Oklahoma. Major areas of concern shall be teaching, research, student relationships, community service, faculty welfare, faculty personnel policies, and budgeting matters pertaining to those concerns. Examples of specific activities included in these areas are academic advisement; evaluation procedures; student admission, retention, and exit standards; governance, structural design of governance; tenure; ethics; honors program; media center; curriculum; certification programs; faculty academic committees; university catalog; and school calendar. The naming of these areas, however, shall in no way be construed as exhausting all possible area of concern.

Official policy of the University of Central Oklahoma is to be published in a dated University Academic Policy manual. All policy of the University is to be made available to the Faculty Association in loose-leaf form and kept current by dated revisions to reflect change.

Section 2. Standing committees appropriate to the areas of concern shall be listed in the Bylaws, with the selection and/or naming of chairpersons and members to be directed by the President of the Faculty Senate. Provision for the creation of special committees shall also be made in the Bylaws.

Section 3. The Faculty Senate shall receive, review, and act upon resolutions and proposals from the standing and special committees and from individual Sena-
tors. For such resolutions and proposals (bills) to be passed, the approval of more than one-half (1/2) of those Senators voting in regular or special meeting shall be required.

Section 4. The Faculty Senate shall submit its resolutions and proposals, in writing, to the President of the University of Central Oklahoma and shall send copies of such resolutions and proposals to the members of the Faculty Association.

Section 5. Either the President of the University of Central Oklahoma or the Faculty Association - upon written petition of more than one-fourth (1/4) of the members - may require that a resolution or proposal of the Faculty Senate be submitted to a vote of the Faculty Association.

Vetoed Senate measures are to be returned to the Senate within twenty-one (21) days after receipt by the University President, at which time the Senate may refer the matter to the Faculty Association by a three-quarter (3/4) vote. The Faculty Senate President shall notify the University President of the time and place of the meeting. After hearing the University President or a representative explain the basis of the veto, the Association will debate the issue in his/her presence and cast a referendum vote upon the matter for the purpose of the President’s reconsideration.

Section 6. A Faculty Senate resolution or proposal which has been referred to the Faculty Association shall be resubmitted to the President of the University of Central Oklahoma when approved by more than one-half (½) of those Faculty Association members voting in a special election.

The Faculty Senate requests that the President of the University of Central Oklahoma make a written report of the disposition of each resolution and proposal submitted.
ARTICLE VI. AMENDMENT OF THE CONSTITUTION

An amendment to this Constitution shall be initiated by a vote of more than one-half (½) of the Faculty Senate or by written petition of more than one-fourth (1/4) of the members of the Faculty Association, provided that a written copy of any amendment initiated in the Senate shall be given to each member of the Senate at least one (1) month prior to the date on which the Senate is to vote. An amendment shall go into effect when approved by more than two-thirds (2/3) of the Faculty Association members voting in a special election, by the President of the University of Central Oklahoma, and by the Board of Regents for Oklahoma Colleges. However, a written copy of the proposed amendment shall be sent to each member of the Faculty Association at least one (1) month prior to the date on which the voting is to take place.

ARTICLE VII. RATIFICATION OF THE CONSTITUTION

This Constitution shall go into effect when approved by more than two-thirds (2/3) of those Faculty Association members voting in a special election, by the President of the University of Central Oklahoma, and by the Board of Regents for Oklahoma Colleges.
FACULTY SENATE BYLAWS

PREAMBLE

The Faculty Senate of the University of Oklahoma condemns conduct that is founded in prejudice or hate. No discrimination on the grounds of race, color, religion, gender, age, sexual orientation, gender identity, national origin, physical challenge, visual or hearing impairment, disability, socio-economic status, marital status, language, or status as a veteran will exist in the Senate or practiced in any business it conducts. Under no circumstances does the Senate find any form of harassment acceptable and will not tolerate it in the conduct of its affairs.

ARTICLE I. ELECTIONS OF SENATE OFFICERS

Section 1. Elections of officers shall be conducted by the Faculty Senate according to rules which are detailed in the following Sections of this article.

Section 2. After the March meeting of the Senate, the President of the Senate shall inform in writing all Senators and Senators-elect that those who are eligible may file as candidates for Senate offices of President, Vice President, Secretary-Treasurer, and Reporter-Historian. To file for the office, the Senator shall submit the name of the office sought over his or her signature to the Chairperson of the Committee on the Constitution, Parliamentary Procedures, and Elections. The chairperson of this committee shall report to the Senate the names of all Senators who have filed for each office. This report shall be made at the first April meeting of the Senate and in writing at least one week before the second April meeting. However, if the chairperson of this committee should file for an office, he or she is to be disqualified from these functions and the committee shall appoint a replacement.

Section 3. Election of the President, Vice-President, Secretary-Treasurer, and Reporter-Historian shall be by secret ballot. More than one-half (½) of all votes cast shall be required for election. If no candidate receives more than one-half (½) of the vote, the Senate shall elect from the two (2) leading candidates for each office.
Section 4. The President, Vice President, Secretary-Treasurer, and Reporter-Historian shall serve one (1) year or until replaced by the April election of officers. The Parliamentarian shall serve a term of one (1) year or until the October meeting after his or her confirmation. Officers of the Senate may be re-elected. Within one month after confirmation the Parliamentarian will present a workshop on procedures for new members.

ARTICLE II. PROCEDURES

Section 1. Regular Senate meetings shall be scheduled on the second Thursday of each month of the academic year, otherwise, on a date determined by vote of the Senate at its first meeting of the academic year. The dates and times shall be included in the University Calendar. At least two (2) working days prior to each meeting of the Faculty Senate, the Senate President shall have distributed to the Senators copies of the agenda for that meeting.

Section 2. Meetings shall be conducted according to rules in these Bylaws or in Robert’s Rules of Order Newly Revised. Additional rules may be adopted and incorporated into an Operating Code. The Executive Committee may classify items on the agenda as: (1) debatable, (2) not debatable, or (3) limited debate. When an item is classified as (3) limited debate five minutes may be granted to a side. The Senate may reclassify any of the three categories by means of a motion, a second, and a two-thirds (2/3) majority vote.

Section 3. Voting shall be by voice or by show of hands unless a roll call vote is requested by at least three (3) Senators. Exceptions to the above shall be as follows: (a) Election of and removal of officers shall be done by secret ballot. (b) If at least three (3) Senators request secret ballot, a simple majority of those present shall determine whether or not such ballot shall be used.

Section 4. Since the presiding officer and the Parliamentarian are also Senators representing a constituent body, they shall have the right to cast a vote on all propositions.
Section 5. Meetings of the Faculty Senate shall be open. However, visitors may participate in the deliberations of the Senate only if they are a member of the Senate named committees whose reports are being considered or if invited by the presiding officer to speak.

ARTICLE III. COMMITTEES

Section 1. The standing committees of the Faculty Senate and their primary responsibilities are (revised by FSR 91-93):

(a) Executive Committee (officers of the Faculty Senate) - The Executive Committee prepares meeting agendas and works on general overall concerns of the Faculty Senate.

(b) Academic Affairs Committee - This committee is charged to study and/or make recommendations concerning academic policy which includes academic standards, grading policies, withdrawal deadlines, articulation, etc. This committee works with the Office of Academic Affairs on matters of mutual concern. The Chairperson of the Academic Affairs standing committee is one of the Faculty Senate representatives to the university Academic Affairs Council.

(c) This committee encourages faculty interaction with alumni and the community. The Chairperson of this committee is also the Faculty Senate’s ad-hoc representative to the Alumni Association Board of Directors.

(d) Constitution, Parliamentary Procedure and Elections Committee (CPP&E) - This committee sees that the constitution, by-laws, and operation code are updated. The committee provides input concerning procedures used by the faculty and conducts regular and special elections.

(e) Information Resources and Technology Committee - This committee studies and/or makes recommendations concerning the academic use of information. Areas of special concern include instructional technology, communications, distance learning, and the Library. The Directors of the Library and the Office of Information Technology, or their designees, are ex-officio members of this committee. The committee may assist the University in
soliciting supplemental funding to upgrade collections and information systems. The committee shall provide the Faculty Association at least twice yearly reports on the status of campus information resources. The Chairperson of this committee is also the Faculty Senate’s representative to the Information and Technology Affairs Committee.

(f) Faculty Welfare and Development - This committee studies and/or makes recommendations concerning procedures for selection of faculty, chairpersons, deans, etc. In addition, the committee deals with faculty job descriptions, faculty files, tenure, promotion, grievances, and development programs. The committee works closely with the Office of Academic Affairs on faculty personnel matters of mutual concern. The Chairperson of this committee is one of the Faculty Senate’s representatives to the university Faculty Development Advisory Committee.

(g) Personnel Policies Committee - This committee studies and/or makes recommendations concerning faculty salaries, benefits, and other areas promoting the economic welfare of the faculty. The committee works closely with the Personnel Office and the Office of Administration on matters of mutual concern. The Chairperson of this committee is also the Faculty Senate’s representative to the University Social Justice Committee.

(h) Research Committee - This committee studies and/or makes recommendations concerning faculty research, funding, research grants, research release time, and other areas promoting faculty research. This committee works closely with the Graduate Office and Deans in matters concerning research. The Chairperson of this committee is also the Faculty Senate’s representative to the University Research Advisory Council. The Chairperson also appoints a committee member to represent the Senate at meetings of the Undergraduate Research and Creative Activities Team.

(i) Student Relations Committee - This committee studies and/or makes recommendations on matters concerning the University’s students. This com-

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mittee works closely with the Student Association and the Office of Student Affairs on matters of mutual concern. The Chairperson of this committee is the Faculty Senate’s ad-hoc representative to the Student Senate and may be the Faculty Sponsor of the College Bowl tournament. The faculty sponsor to the College Bowl tournament may be appointed by the President of the Faculty Senate if the chair of the committee is in agreement.

(j) Budget Committee - This committee participates in the University’s budget development process and makes fiscal recommendations to both the administration and to the Senate. The chairperson of this committee shall also serve on the University Budget Task Force.

(k) Adjunct Affairs – This committee studies and/or makes recommendations concerning Adjunct Faculty matters, including salaries, benefits, and other means of enhancing the wellbeing of Adjunct faculty. The committee will invite Adjunct faculty to speak at meetings, as appropriate to matters being discussed.

(l) Faculty Handbook Revision Committee – This committee receives and evaluates suggestions from the faculty for revision of the Faculty Handbook. With advice and consent of the Faculty Senate this committee makes recommendations for changes to the Handbook to the Office of Academic Affairs. This committee will also propose two faculty representatives, one of whom shall be a member of the Faculty Senate Handbook Revision Committee, to the University Faculty Handbook Editorial Board. These representatives should be current or immediate past Senators. The proposed representatives will be approved by the Faculty Senate. (added 12/09/04)

(m) Student Retention – This committee studies and/or makes recommendations regarding issues pertinent to retaining UCO students and enhancing graduation rates. This committee will work to complement efforts made by the Division of Enrollment Management as well as other entities on cam-
pus to increase student retention and graduation rates, and shall be responsible for disseminating relevant retention/graduation information to the Faculty Senate. The chair of this committee shall serve as the Faculty Senate representative to the Student Retention sub-committee (added 3/10/11).

Section 2. Special committees to deal with specific problems may be created as deemed necessary by the Senate.

Section 3. The duties of the standing and special committees are to conduct studies and make written reports and recommendations to the Senate.

Section 4. Members of the faculty association who are not Senators and members of the student body may be invited to serve on appropriate Senate committees.

Section 5. All standing committees exist from the time they are appointed at the beginning of an academic year until replaced by appointments the succeeding year with the exception of the University Budget Committee.

Section 6. (Deleted by FS Resolution 92-24)

**ARTICLE IV. ADJUSTMENT OF SENATE TERMS**

In the event that the number of Senators allotted to an individual election unit are not selected in nearly equal numbers each year, the following procedure will be followed to make more equal the annual selection of Senators from that unit. In a year when the larger number of Senators is determined, immediately prior to confirmation of the newly chosen Senators by the Faculty Senate, there shall be a drawing of lots to identify the Senators from that unit that will only serve a one year term. The remainder of the newly chosen Senators from that unit will serve normal two year terms (added by FS 98/99).

**ARTICLE V. AMENDMENT OF THE BYLAWS**

These Bylaws may be amended by a vote of more than one-half (½) of the Senate members, provided that the proposed amendment shall have been submitted to the Senate at least one (1) month prior to the date on which the voting is to take place.

Last Revised March 10, 2011
FACULTY SENATE OPERATING CODE

This Operating Code is established not only to regularize the procedures by which the Faculty Senate of the University of Central Oklahoma conducts business, selects committees, and conducts business in committees, but it also serves to remind the Senator of various rules established in the Constitution and Bylaws of the Faculty Senate or in Robert’s Rules of Order Newly Revised. Those rules or rights which are based on authority cannot be rescinded by such an amendment.

It is possible to adopt rules that differ somewhat from Robert’s Rules of Order Newly Revised. Any such rules should be incorporated into the Bylaws. However extensive deviations from the latter are inadvisable. It is understood that the Parliamentarian is responsible for advising the Senate against extensive deviations from Robert’s Rules of Order Newly Revised.

SECTION 1. BUSINESS BEFORE THE SENATE

A.

Submission of Bills (Resolutions and Proposals) to the Senate

1. Business proposed for Senate consideration may be introduced on the floor of the Senate by the Faculty Senator, may originate in committee, or may be introduced by a Faculty Association member through the submission of a bill.

2. In order to submit a bill to the Senate, a copy of the bill shall be signed by one or more Faculty Association members who shall be known as sponsors of the bill.

3. If the sponsor is not a Senator, the sponsor shall give his bill to a Senator representing his/her Faculty Association unit.

4. The Senator who sponsors a bill or receives one from a constituent shall submit it to the Vice President of the Senate within one week of receiving it. It is the duty of the Senator to submit the bill regardless of personal feelings on the matter.

5. Bills presented for consideration to the Faculty Senate shall be either a Proposal or a Resolution. Proposals are directed to the President of the University, require an action by the President, and if approved become
the policy of the University. Resolutions may be directed to any person or organization, require no other action, and represent the sense of the Senate. (added by FS 92-93)

6. All bills must be presented to the Senate for consideration in a timely manner. To this end, no bill is to be brought before the body for consideration unless it has been presented to the Vice President of the Senate at least one week in advance of a Senate meeting in order to have said bill included in the President’s Packet and distributed to all Senators prior to the regular Senate meeting. (added by FSR 97/98-4)

B. Duties of the Vice President and Actions of the Senate:

1. The Vice President, within one week of receiving a bill, shall identify the bill according to a consecutive numbering system, shall give two copies to the Secretary- Treasurer and one copy to the President of the Senate, and shall assign and send each bill to a committee, indicating the committee assignment on the instrument and the Vice- President’s record. The Vice President shall assign a number to all bills regardless of origin and keep a record of their disposition by their assigned numbers.

2. However, if, in the judgment of the Vice President it is not feasible to assign a bill to a standing committee, the Vice President may at the next regular meeting of the Senate, introduce a motion to assign the bill to a special committee.

3. At the next regular meeting of the Senate, the Vice President shall give to the Senate a summary of each bill received. The report shall include either the committee assignment or a motion to assign the bill to a special committee.

4. At this point the Senate may elect not to consider a bill, or not to accept the Vice President’s assignment of the bill.

5. Thus it will generally occur that a bill will be assigned to a committee before the Senate meeting at which committee assignment is announced. A committee, therefore, should have time to consider whether it desires to
accept the assignment. If a committee does not wish to accept an assignment, it should, at this time, introduce a motion that the bill be assigned elsewhere.

C. Committee Consideration

1. In considering a bill, a committee may refer the bill to another committee. However, the report on the bill shall be made by the committee to which the matter is assigned.

2. Proposed amendments to the Constitution, Bylaws, or Operating Code may originate in any committee, but shall be considered by the Committee on the Constitution, Parliamentary Procedures, and Elections.

3. Committee operations shall be governed by Section III of this code.

D. Committee Reports

1. When a committee has completed consideration of a bill, the chairperson shall inform the President of the Senate that the committee intends to submit a recommendation on the bill. This oral report shall be made in sufficient time for the President to include the item on the agenda.

2. Any bill assigned to a committee shall be reported out by the committee at the earliest possible time. The committee may recommend action in the form of a proposal (directed to the President of the University for approval, for the purpose of policy formulation), an external resolution (directed to the Faculty Association, the Student Senate, or some official outside the University) or an internal resolution (directed to the Faculty Senate only), or the committee may move that the matter be dismissed, or it may move that the Senate consider the matter. The committee chairperson may designate a spokesperson to present the majority report and respond to questions of fact concerning bills. If the minority desires also to make a report, and the Senate votes to hear this report, the chairperson shall designate a minority spokesperson to report and respond to questions of fact. Full discussion and debate will be in order at the time of final disposition.

3. If the committee report is to recommend passage of a bill, the chairperson
shall prepare a formal bill, two copies of which are signed by a majority of the committee. One copy of the formal bill shall be given to the Vice President of the Senate, and one copy to the Secretary-Treasurer at least twenty-four hours before the report is to be received by the Senate.

4. No final disposition of a bill shall be made during the Senate meeting at which the report is first presented. However, the Senate may suspend this rule by a majority vote of those Senators present. A suspension of the rule in this instance applies only to the disposition of a bill. The motion to suspend shall be debatable, at least to determine the extent to which an emergency exists. If the Senate does not suspend this rule, a bill shall be voted on at the next regular Senate meeting.

5. If a bill is adopted, the President of the Senate shall dispose of it appropriately. If it contains a constitutional amendment of other matter requiring a vote of the Faculty Association, the President shall refer it to the Committee on the Constitution, Parliamentary Procedures, and Elections, which shall supervise the voting.

6. When a committee presents a report which is in response to a faculty-sponsored bill, the committee shall so indicate in its report. The committee chairperson of the concerned committee shall inform in writing the sponsor of the bill of Senate action taken on the bill.

7. The President of the Senate may call for a committee to report at a regular meeting of the Senate on two-weeks notice.

8. If a committee fails to report with appropriate promptness, or if, for some urgent reason, the Senate desires to proceed on the matter without further aid from the committee, it is appropriate to introduce a motion to discharge the committee. Unless previous notice of intent was given at the previous meeting to discharge a committee, a two-thirds vote is necessary. If such action is taken, the matter is again in the hands of the Senate for further disposition.

E. University Committees
1. Members of the Faculty Senate are to represent the Faculty Association on all University committees dealing with faculty and student concerns (FS 91-3). Unless otherwise specified in the Constitution, Bylaws, or Operating Code of the Senate, the Faculty Senate President shall, with the approval of the Senate, make appointments to such University committees.

2. If a particular University committee has been active since the last Senate meeting, a Senate representative to that committee shall make a report at the next Senate meeting.

SECTION 2. COMMITTEE STRUCTURE

A. Membership of Committees

1. The membership of standing and special committees may include non-Senators, but Senators must comprise a majority of each committee.

2. Committees are encouraged to solicit non-Senate members when it is to the advantage of the committee to do so.

3. Non-Senate committee members have full committee voting rights.

4. The committee interests of Senators should be ascertained and given consideration as assignments are made.

5. A reasonable balance of election-unit representation on each committee should be sought.

B. Responsibilities

1. With the exception of Senate officers, Senators shall be expected to serve on at least one committee.

C. Chairperson and Vice Chairperson

1. The committee chairpersons may be either elected by the committee or appointed by the President of the Senate.

2. Each standing committee shall elect a vice chairperson who shall assume the duties of the chairperson when he or she is absent.

D. Continuity
1. All committee assignments should be made so as to assure a continuity of membership. Thus a committee should consist of Senators with previous experience on the committee, as well as first-year Senators.

2. Whenever appropriate, former Senators should be encouraged to serve with committees on which they have had previous experience.

3. The five (5) Senate representatives to the Academic Affairs Curriculum Council shall be decided at the last meeting in April of each year by the Senators of the College Caucuses. In case of vacancy, the Senators from the affected College will caucus and select a replacement to fill out the vacated term.

The President of the Senate will appoint or supervise the election of the chairperson of the Academic Affairs standing committee from among the five elected representatives to the Council and will report all Academic Affairs Standing Committee members to the Academic Affairs Curriculum Council on or before May 1. (rev FSR 99/00 April, 2000) (rev FSR 2002/03, October, 2002)

SECTION 3. COMMITTEE OPERATION PROCEDURES

A. Duties of the Chairperson are to:

1. Call meetings of the committee and to preside at each meeting.

2. Appoint subcommittees for specific purposes.

3. Prepare committee reports and to present them to the Senate.

4. Insure that committee reports are signed by a majority of the members of the committee.

5. Invite the sponsor of each faculty-originated bill before the committee to the committee meeting at which the bill is first considered.

6. Inform in writing the sponsor of each faculty-originated bill before the committee of action taken on the bill and as to final Senate disposition of the matter.

7. Maintain a record of committee business, including all committee reports, and to surrender this record to the succeeding chairperson.
8. Inform the President of the Senate whenever the committee is ready to present a report to the Senate.

B. Business:

1. All standing and special committees shall conduct meetings according to the rules for committees as given by Robert’s Rules of Order Newly Revised.

2. If the chairperson of any standing or special committee fails to call a meeting, the committee shall meet at the call of any two members.

3. A quorum of the committee shall consist of a majority of its members. However, ex officio committee members shall not be counted to determine a quorum.

4. A committee may, at its own discretion, or shall, at the direction of the Faculty Senate, conduct an open hearing on any matter before the committee. Such a hearing may be open only to the Faculty Senate, to the faculty, or to the faculty and student body, as determined by the committee or by the Senate. In particular, the press may be excluded from any hearing.

5. During actual deliberations of the committee, only members of the committee have the right to be present.

6. Committee members who miss two (2) consecutive committee meetings may be dropped from the committee by the Senate President in order that the committee may obtain a quorum.

C. Unfinished Business:

1. Unfinished business before any standing committee shall carry over to the next year.

2. A special committee shall exist until such time as the duty assigned to it is accomplished, or until the new officers assume their duties in the Fall semester, unless discharged sooner.

SECTION 4. AMENDMENT

This Operating Code may be amended by a majority vote of the members present at a regular Senate meeting, provided that notice to amend be given at a prior meeting.

Revised 9/99
APPENDIX C
RECRUITMENT AND
SELECTION PROCEDURES
FOR FULL-TIME FACULTY
APPENDIX C
RECRUITMENT AND SELECTION PROCEDURES
FOR FULL-TIME FACULTY

C.1 FULL-TIME REGULAR FACULTY

A. Definition of full-time regular faculty is found in Section 2.2 in the Faculty Handbook.

C.2 PROCESS OF RECRUITMENT

A. At the point a full-time regular faculty position vacancy becomes known (e.g. receipt of a letter of retirement, resignation or a known vacancy), the department chair/school director in the affected department will initiate a letter to the dean requesting action (replacement of the faculty member, retention of the position, release of the position).

B. The dean will then determine whether the vacant faculty line will remain in the affected department, be reallocated to another department within the college or released. The dean will submit his/her request for the faculty line’s disposition to the Office of Academic Affairs.

C. The Office of Academic Affairs determines the faculty line’s disposition and informs the dean of its decision. The dean will contact the department chair/director regarding the availability of the faculty line or the transfer of the faculty line to another department. If the position is to be filled, the dean of the college initiates the hiring process as follows:

1. The department chair/school director develops position information and communicates to dean’s office via a faculty position announcement worksheet, as appropriate.

2. Unless otherwise designated, a requisition is placed into the On-Line UCO Job Site system by the dean’s office personnel from the position announcement worksheet. Each faculty position has a position number. This number must be on each requisition along with the organization number of the hiring unit.

   a. The On-line UCO Job Site allows on-line entry of faculty requisitions with electronic approval and workflow. This system is web-based and
internet accessible. The website allows managers and Employment Services staff to track requisitions as they move through the approval process. Once an applicant is hired all applications, documents and other related materials are archived electronically.

b. Requisitions are legal documents that may be used as evidence in the event of a selection challenge; therefore, careful attention must be given to the specified education requirements. The minimum preferred faculty credential listed on the requisition and in the advertisement must match the rank. If a lesser credential will be accepted, the requisition and the advertisement must clarify the lesser credential will equate to a lesser rank and salary. For example, if ABD is included as an acceptable credential, the matching rank must be “Instructor.”

c. If the position is to be advertised nationally, the “preference date” must be a minimum of four weeks after the posting date. The “job close date” should state “open until filled.”

3. Department chairs/school directors are encouraged to add qualifying questions and ranking criteria which can expedite the review process for the screening committee.

4. The requisition proceeds through the approval queue.

5. The requisition is sent electronically to on-line faculty posting sites such as Chronicle Careers and HigherEdJobs.com. Special efforts are made to recruit under-represented groups through HigherEdJobs.com and other publications.

6. The On-line UCO Job Site generates a one page ad for posting or distribution. It is accessible through Employment Services and can be used intact without prior permission.

7. Deans may approve advertisements (print or on-line) in outside journals and with professional organizations. If the ad is modified from the one generated from the On-line UCO Job Site, the new ad must be approved by the Office of Academic Affairs prior to submission for publication. College or department resources must be used to pay for the additional ads.
D. Interdisciplinary and institute faculty positions will be assigned to a home department. Application, screening, and hiring of interdisciplinary and institute members shall follow the same guidelines stated for regular faculty positions.

E. Full-time non-tenure track faculty will follow the same application, screening and hiring guidelines as stated for other regular full-time faculty positions. Exceptions may be made by academic affairs under extraordinary circumstances.

F. Temporary full-time faculty will ordinarily be advertised in response to unforeseen and unannounced vacancies, for example, “last minute” retirements and resignations, or rapid programmatic changes. Application, screening, and hiring of one-year temporary full-time faculty members may follow the same guidelines stated for regular faculty positions or a modified search may be approved by academic affairs.

C.3 PROCESS OF SELECTION

A. Department chair/director in conjunction with his/her dean, determines who will serve as screening committee members for each open position. A resource guide for screening committees is available here.

1. The screening committee should consist of at least three (3) faculty members with knowledge of the open position’s discipline. All committee members must be at or above the rank of the open position. For interdisciplinary or institute faculty positions the committee membership should include representation from each stakeholder area, e.g. departments and/or institute. The committee’s make-up should be as diverse as possible and reflect the ideas and culture of the college and the university. The membership should include diversity in gender (at least one male and one female) and at least two other major categories of diversity (race, socioeconomic background, ethnicity, culture, sexual orientation, ability, or other aspects of self-identification). One or more faculty members outside the home department/school may be included as members of the screening committee in order to achieve an appropriate and diverse balance. The screening committee
should be able to articulate clearly the institution’s commitment to diversity and answer questions regarding resources available within the institution and community.

2. Neither the dean nor a department chairperson/school director may serve as committee members for positions within their home department/school or college. The chairperson/school director may observe but not participate during committee interviews.

3. UCO Legal Counsel and Employment Services personnel (as needed) will schedule a meeting with each screening committee, to ensure each member is aware of appropriate procedures, affirmative action guidelines, etc. Note: all members of a screening committee must have been trained within the previous 24 month period by Legal Counsel.

4. The screening committee will hold an initial meeting to:
   a. Allow the dean/associate dean/chairperson/school director to address the specific characteristics and skills sought in a successful candidate and the number of finalists that must be identified for consideration by the dean and the provost/vice president for academic affairs
   b. Elect a screening committee chairperson unless previously appointed by the department chair/school director or dean.
   c. Review and modify the “standard reasons for rejection” provided by Employment Services.

B. The chair of the screening committee obtains a login and password to view applications on the On-line UCO Job Site and distributes them to the screening committee.

C. The screening committee will review all on-line applications according to qualifications specified in the position announcement and the agreed upon reasons for rejection associated with the on-line hiring process.

1. Position related communication with an applicant is not permitted outside of the formal hiring process;

2. Inquiries from the applicant should be referred to Employment Services;
D. The screening committee reconvenes to determine finalists.

E. The screening committee conducts phone or electronic interviews to narrow the applicant pool.

F. The screening committee checks references and reviews college degree(s).

G. The screening committee invites candidates to campus for an interview or decides if the position is to be closed without hiring.
   1. Academic affairs has allotted funding for travel expenses per position, any additional expenses will be come from the department/school and/or college. The committee must adhere to the academic affairs guidelines for campus visitations that include candidate reimbursement procedures.
   2. The chair of the screening committee arranges an itinerary that includes time with the dean, department chair/school director, academic affairs, and department faculty. The itinerary may additionally include a research presentation, teaching presentation, a campus tour, Edmond tour or other relevant activities such as an introduction to or overview of the diversity within the Oklahoma City metropolitan area, opportunities to meet with representatives of organizations both on campus and off that represent diverse communities, and/or other opportunities to learn about the university’s outreach to and engagement with diverse communities in the Oklahoma City metropolitan area.
   3. If the position is for an interdisciplinary faculty member, interview arrangements with all stakeholders will be arranged.

H. The chair of screening committee constructs a report to the department chair/school director, which must be signed by entire search committee.
   1. The report will include a rank order of the finalists and indicate that the minimum number of professional references specified in the position requisition were contacted and the general results of the reference check.
   2. If electronic notes and documentation are utilized via the On-line UCO Job Site, this information is automatically archived. If not utilized, all written materials pertaining to the search will be delivered to the dean’s office by
the chair of the screening committee.

I. The chair/school director will forward the written committee report to the dean along with his/her recommendation.

J. The dean then forwards a letter recommending a candidate, along with a hiring packet to the Office of Academic Affairs. (Refer to the Faculty Hiring Packet Checklist at http://www.uco.edu/academic-affairs/files/aa-forms/FacultyHiring/FacultyAppointmentProcessingChecklist.pdf). In the case of an external candidate for department chairperson/school director, deans must discuss the finalist with the provost/vice president for academic affairs prior to making a final recommendation.

1. Verbal offers of employment shall not be extended to any applicant. Verbal offers are unofficial and non-binding.

2. The dean may use verbatim the following statement when talking with a faculty candidate:

“This is to advise you that the department chair/school director and dean, based on input from the screening committee, have recommended to the provost/vice president for academic affairs that you be offered the faculty position for which you applied. Please note, that this notification regards only the status of your application and does not constitute a job offer. If accepted by the provost/vice president for academic affairs, you will receive from the Office of Academic Affairs a letter of intent in which the position will be offered officially to you contingent upon a criminal background check, degree verification and approval by the president and Regional University System of Oklahoma. If you are officially offered the position will you accept it?”

3. Negotiation of salary and benefits package occurs between the dean and the candidate pursuant to academic affairs approval.

K. The hiring packet generated by the department/school is forwarded to academic affairs. The Office of Academic Affairs processes the hiring packet and initiates a criminal background check and degree verification through Employment Services. The Office of Academic Affairs verifies that the highest degree is awarded by a re-
regionally accredited or internationally recognized institution.

L. The official written position offer is the letter of intent from the provost/vice president for academic affairs. It is sent to the candidate after a criminal background check and degree verification are complete. Normally, a two-week period is allowed for response from the candidate.

M. Upon receiving a signed letter of intent from the candidate, academic affairs will forward a copy to the dean.

N. Notification of the faculty appointment is placed in the RUSO board letter for approval. RUSO approval concludes the official appointment process for a faculty member.

O. Employment Services will send an on-line notification to applicants not selected for the position. Additionally, deans will use a template letter to send to finalists.

P. Immigration issues will be addressed by Employment Services and Legal Counsel as they arise.

Q. New faculty members will process into the university through Employment Services. They will receive information about benefits, paychecks, parking, keys, email, etc. See http://www.uco.edu/academic-affairs/files/aa-forms/FacultyHiring/FacultyHiringSteps.pdf for more information on new faculty processing. [Note: faculty are not allowed to teach until the processing has been completed.]

R. If an advertised faculty position is not filled, a letter of explanation shall be sent to the dean. A faculty position not filled by April 1 may be reallocated or changed to a temporary position at the discretion of the provost/vice president for academic affairs.
APPENDIX D
REQUIREMENTS, RECRUITMENT
AND SELECTION PROCEDURES
FOR
ADJUNCT FACULTY
APPENDIX D
REQUIREMENTS, RECRUITMENT AND SELECTION PROCEDURES
FOR ADJUNCT FACULTY

D.1 DEFINITION AND GENERAL INFORMATION

A. Adjuncts are part-time faculty who are employed on a single semester/term basis only. There is no guarantee of future teaching assignments. An adjunct may work no more than:

- 13 credit hours in any fall semester
- 13 credit hours in any spring semester
- 9 credit hours in any summer semester
- 3 credit hours in any intersession

The requirements of the Affordable Care Act (ACA) have prompted UCO to examine and implement limitations on adjunct-faculty teaching loads. The limitation of adjunct faculty teaching load (see above) per semester appears to exceed the teaching load of regular faculty at UCO. RUSO policy 3.17 (see section 2.3.3), however, defines full-time faculty workload as 18 credit hours per semester (i.e., fall and spring semesters). RUSO utilizes ‘credit hours’ as a measure of workload. Accordingly, one credit hour equates to 2.22 clock hours per week during the fall and spring semesters.

ACA defines a part-time employee workload as fewer than 30 hours per week (calculated as .75 x 40 hrs). Therefore, the adjunct faculty teaching load based on the RUSO metric is 13 credit hours per fall and spring semesters. The summer semester and intersessions are similarly calculated. The apparent discrepancy between RUSO’s definition of 18 credit hours for full-time faculty and UCO’s 12 credit hours is remedied by the allowance for other obligations, such as scholarship/creative achievement and service. Adjunct faculty do not have scholarship/creative achievement and service obligations.
B. Adjunct faculty pay scales vary, according to the instructor’s educational level and work assignment. Adjunct faculty holding a doctorate or other terminal degree with a teaching assignment will earn $915/credit hour; those holding a master’s degree will earn $700/credit hour. Emeritus faculty earn an additional 5% in pay. Clinical Nursing adjuncts with a master’s degree earn $825/credit hour. In extraordinary cases, an individual holding less than a master’s level educational credential may be hired on a semester-to-semester basis. Such an exception must be approved by academic affairs based on a written justification submitted by the appropriate college dean. The pay scale for specialized assignments (labs, applied lessons, etc) varies and is set by the college.

C. UCO staff employees may teach only outside their normal work hours unless approved by their supervisor. Non-exempt employees may teach no more than 3 credit hours per semester.

D. Adjuncts do not receive paid benefits by the university, e.g. health insurance, Teachers’ Retirement. For information regarding part-time employee information go to http://www.uco.edu/administration/human-resources/new-employee-info-and-forms/new-employee-forms/adjunct-employees.asp.

E. Adjunct faculty members receive free parking decals and, if authorized by the department chair/school director, building keys. Keys are issued by the UCO Police Services upon request from the department chair/school director and are to be returned at the end of the term’s teaching assignment. Adjunct faculty with confirmed teaching assignments for the next semester may retain keys.

D.2 PROCESS OF RECRUITMENT

A. The department chair/school director or dean may create a pool of adjunct applicants by completing a requisition (using the adjunct template) on the On-line UCO Job Site.

B. Requisitions must be completed annually to maintain an active applicant pool. Although a requisition for an adjunct pool may be submitted at any time, it remains active only until the annual archival date established by employment services.
Deans and department chair/school directors are notified at least one month prior to the archival date. Once requisitions have been archived, new requisitions must be submitted and will remain active until the next archival date.

C. Primary advertisement of adjunct positions will be on the UCO jobsite. The following mediums may also be used for advertisement/recruitment:

1. The On-line UCO Job Site generates a one page ad for posting or distribution. It is accessible through employment services and can be used intact without prior permission.

2. The Office of Academic Affairs will advertise in local newspapers twice a year.

3. Deans may approve advertisements (print or on-line) in outside journals and professional organizations. If the ad is modified from the one generated from the On-line UCO Job Site, the new ad must be approved by the Office of Academic Affairs prior to submission for publication. College or department resources must be used to pay for the additional ads.

D.3 PROCESS OF SELECTION

A. Adjunct applicants must apply through the On-Line UCO Job Site at http://jobs.uco.edu.

B. The following documents must be attached to the online application:

1. Cover letter.

2. Current resume/vita, including teaching and related professional experience.

3. List of three or more professional references with contact information.

4. Transcript for the highest degree earned unless otherwise posted.
   a. If applicant is applying in the College of Mathematics and Sciences, transcripts for all degrees are required.
   b. If applicant is selected for a position, an official transcript in a sealed university envelope is required.

C. Applications and attached documents are available for viewing online in the On-line UCO Job Site by the department chair/school director (and/or his/her designees) using a guest password. Guest passwords are assigned by Employment Services.
D. The department chair/school director will select needed adjunct faculty members from the applicant pool based on applicant qualifications. The department chair/school director must conduct and document reference checks prior to making a conditional offer.

E. All offers of employment made by department chairs/school directors are conditional and may be retracted based on negative findings in the criminal background check and/or degree verification.

F. Upon selection of an adjunct faculty candidate, a hiring packet is completed by the department chair/school director and forwarded to the Office of Academic Affairs.

G. Upon receipt of the hiring packet, the Office of Academic Affairs will initiate the background check and degree verification.

H. All first-time adjunct faculty members (and those who have not taught in more than a year) must personally complete the payroll sign-up process with employment services prior to the term in which they will teach. Documents required for this process include the individual’s social security card or birth certificate and one form of picture identification. In addition, the adjunct faculty member must provide a “voided” bank check in order to enable direct deposit of payroll checks.
APPENDIX E
TENURE AND PROMOTION

E.1 ACADEMIC TENURE
E.1.1 DEFINITION OF TENURE

Tenure is a privilege and a distinctive honor. Tenure is defined as continuous re-appointment which may be granted to a faculty member in a tenure-track position, subject to the terms and conditions of appointment. The tenure decision shall be based on a thorough evaluation of the candidate’s total contribution to the mission of the university. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of an academic unit, all evaluations for tenure shall address at a minimum whether each candidate has achieved excellence in: 1) effective classroom teaching; 2) scholarly or creative achievement; 3) contributions to the institution and profession; and 4) performance of non-teaching semi-administrative or administrative duties. Each university may formulate standards for this review and determine the appropriate weight to be accorded each criterion consistent with the mission of the academic unit. (Section 3.3.3a, RUSO)

Academic tenure is a condition of employment under which termination may occur only for adequate cause as determined by due process. Tenure ensures freedom in teaching, scholarly or creative activities, and contributions to the institution and profession. Tenure, by its requirement of due process hearings, is an essential and substantive protection for academic freedom. Together with academic freedom, tenure is essential to the success of the university in fulfilling its mission.

The granting of tenure is the most important decision made in the development of an outstanding faculty. It is a selective process, which recognizes the individual as worthy to be a continuing member of the faculty based on performance during a trial period. The importance of this decision to the university dictates that tenure is awarded only when there is no reasonable doubt of the individual’s long-term contribution to the goals of the university. Tenure and promotion are separate categories of achievement and are not connected to each other, e.g. an Assistant Professor can be tenured without being promoted to an Associate Professor or an Assistant Professor can be promoted to Associate Professor without being tenured.
E.2 TYPES AND CONDITIONS OF FACULTY APPOINTMENTS

E.2.1 TEMPORARY

A temporary appointment is one in which the faculty member is appointed to the regular faculty for a period of one year or less. Upon termination of the temporary appointment, the position, if continued, will be opened and advertised (Section 3.1.2.b.3, RUSO).

E.2.2 NON-TENURE TRACK

A non-tenure track appointment is one in which the faculty member is appointed to the regular faculty but is not eligible to receive tenure and is classified as on a non-tenure track. A faculty member on non-tenure appointment may be continued annually, at the option of the university. A non-tenure track appointment may be changed to a tenure track appointment upon written agreement between the university president and the faculty member. (Section 3.1.2.b.2, RUSO).

In the event that a faculty member on a non-tenure track appointment is the successful candidate of a search for a tenure track position, all but one year of the faculty member’s non-tenure track appointment may, upon recommendation of the screening committee, department chair/director and dean, count toward tenure and promotion consideration. In the event that a faculty member in a temporary appointment is the successful candidate of a search for tenure track position, all but one year of the faculty member’s temporary appointment may, upon recommendation of the screening committee, department chair/director and dean, count toward tenure and promotion consideration.

E.2.3 TENURE TRACK

A tenure track appointment is one in which the faculty member may become eligible to receive tenure in accordance with policy. Tenure track appointments are for one (1) year, renewable annually at the option of the university. (Section 3.1.2.b.1, RUSO). Faculty members holding academic rank above the level of instructor (assistant professor, associate professor, or professor) shall be on probation for five (5) years after date of first being employed by the university in a tenure track position. Years of experience in any position other than a tenure track position may be used for the probation only if approved by the university president. Seven (7) years shall be the maximum probationary period for the eligible faculty member to become eligible for tenure. If, at the end of seven (7) years any faculty member has not attained tenure, there will be no renewal of appointment for the faculty member unless a specific recommendation for waiver of policy from the president to the contrary is approved by the Board each year (Section 3.3.4b, RUSO).

For the purpose of determining probationary employment of faculty members for tenure consideration, sabbatical leave counts as a part of the period of probationary employment, and a leave of absence is not included as part of the probationary period (Section 3.3.4b, RUSO).
E.2.4 TENURED
A tenured appointment is reserved for those regular faculty members who have been granted tenure by the Board. Tenured faculty members are on continuous appointment and, therefore, are not notified of their appointment status for the following year unless their appointment is being terminated (Section 3.1.2a, RUSO).

The procedures for dismissal of tenured faculty are detailed in Chapter 2, Section 2.6 of this handbook.

E.2.5 ADMINISTRATIVE
An administrative appointment is one in which the faculty member is assigned to perform executive duties and function as part of the administration of the university. (Section 3.1.2.4, RUSO)

Tenure does not apply to administrative positions, but a tenured faculty member appointed to an administrative position retains tenured status previously granted as a member of the faculty. (Section 3.3.3d, RUSO)

See Appendix F for promotion policy for academic personnel having administrative duties.

E.2.6 CONDITIONS TO ALL APPOINTMENTS
The Board may not obligate itself beyond a current fiscal year for salaries or compensation in any amount to its employees except as authorized by the Oklahoma Constitution. (Section 3.1.3, RUSO).

Tenure is granted by the Board of Regents of the Regional University System of Oklahoma upon recommendation of the university president. Determination of merit and recommendation for granting tenure shall comport with the minimum criteria and policies and procedures contained in this chapter. (Section 3.3.3b, RUSO).

The terms and conditions of every appointment or reappointment shall be stated in writing and be in the possession of both the institution and faculty member before the appointment is consummated. Tenure shall be granted only by written notification after approval by the Board. Only full-time faculty members holding academic rank of assistant professor, associate professor, or professor may be granted tenure. Qualified professional librarians shall be considered faculty members if they are given academic rank. (Section 3.3.3c, RUSO).

The Board intends that tenured personnel are reappointed to the faculties of the institutions under its control within existing positions that are continued the next academic year. The Board reserves the right to terminate tenured faculty at the end of any fiscal year if the Legislature fails to appropriate or the Oklahoma State Regents for Higher Education fails to allocate sufficient funds to meet obligations for compensation. (Section 3.3.3e, RUSO).

The Board recommends that not more than sixty-five percent (65%) of the full-time faculty at a university receive tenure (Section 3.3.3f, RUSO).
E.3  PRE-TENURE REVIEW

The purpose of the pre-tenure review is to give tenure-track faculty members a constructive peer evaluation prior to tenure review. Tenure track faculty members shall be informed of alterations or improvements in performance to enhance their chances for a positive tenure recommendation by the department. For purposes of Appendix E, department shall be synonymous with an academic department or academic school. In no case shall the resultant faculty performance evaluation be construed as a recommendation for or against tenure. All proceedings of the pre-tenure review process are subject to the Confidentiality Clause.

Confidentiality Clause: Confidentiality is an integral part of the pre-tenure review process. Any individual participating in the pre-tenure review process shall hold all deliberations, votes, recommendations, or any other information in strictest confidence, subject only to the appeals process as outlined in the faculty handbook or subpoena.

E.3.1  PROCEDURES FOR ADMINISTERING PRE-TENURE REVIEW

The pre-tenure review shall be a component of a tenure-track faculty member’s annual faculty performance evaluation that occurs two years prior to eligibility for tenure review and shall be administered in accordance with the following procedures:

a. By May 1 of each year the college dean shall notify each college faculty member who is subject to pre-tenure review during the next academic year.

b. By September 1, the faculty member who is subject to pre-tenure review shall deliver to the department chair/director a current curriculum vitae, copies of the numerical summary reports of the Student Perception of Instructional Effectiveness and any other documentation specified in the college or departmental promotion and tenure written procedures. (Faculty teaching in interdisciplinary programs or institutes shall provide two identical copies of all documentation to his/her home department chair). For purposes of Appendix E, department chair shall be synonymous with an academic school director or institute director.

c. The department chair/director will review the submitted pre-tenure documentation for completeness and required format. (For faculty teaching in interdisciplinary programs or institutes, the home department chair will, after verification, forward one copy of the submitted documentation to the secondary department chair/direc-
tor). After verification, the chair shall make available for examination a copy of the curriculum vitae, copies of the numerical summary reports of the Student Perception of Instructional Effectiveness, and any other required documentation for each pre-tenure faculty member being evaluated. The documents to be examined will be under the supervision of the dean who shall designate a secure location where they are available for review by the tenured faculty members of the department of the tenure-track faculty member. (For faculty teaching in interdisciplinary programs/institutes, the documents will also be available to tenured faculty in the secondary department.)

d. Each tenured faculty member shall complete the Pre-Tenure Evaluation Form (Figure 2.1), in which the tenure-track faculty member’s performance is ranked as “acceptable”, “marginal”, or “unacceptable” for each of the following criteria, appropriate to one’s assigned duties: excellence in effective classroom teaching, excellence in scholarly or creative achievement and excellence in contributions to the institution (department, college, and university) and to the profession. The criteria for evaluating a faculty member under this section shall be the same as the department and college use to evaluate faculty for tenure. Written comments may be included. (For faculty teaching in interdisciplinary programs or institutes, the tenured faculty members in the secondary department shall complete the departmental Pre-Tenure Evaluation Form along with the tenured faculty members in the home department. Completed Pre-Tenure Evaluation Forms shall be returned to the home department chair.) Department chairs/directors shall not participate as peer reviewers.

e. Tenured faculty members may meet together to discuss a candidate’s pre-tenure review.

f. Tenured faculty members shall submit their completed copies of the Pre-Tenure Evaluation Form to the department chair/director.

g. The department chair/director shall prepare a compilation of the Pre-Tenure Evaluation Forms and, verbatim, all comments submitted by tenured faculty members,
and include both as components of the tenure-track faculty member’s annual faculty performance evaluation. (For faculty teaching in interdisciplinary programs or institutes these documents shall be reviewed and approved by the secondary department chair/director prior to being submitted to the dean.) The department chair/director shall submit the completed Pre-Tenure Evaluation Forms to the dean. The tenure-track faculty member shall in no case be allowed to review individual Pre-Tenure Evaluation Forms submitted by tenured faculty members in the review of that tenure-track faculty member.

h. The dean shall hold in confidence all completed copies of the Pre-Tenure Evaluation Form submitted by faculty.

i. The tenure-track faculty member will meet with the chair, together or separately, with the dean. (For faculty teaching in interdisciplinary programs or institutes, the faculty member will also meet with the department chair/director of the secondary department.)

j. The combined reporting of the reviewers’ scores will be given to the faculty member being reviewed.
Figure 2.1
PRE-TENURE EVALUATION FORM*

This form is to be completed only by tenured members of the tenure-track faculty member’s department.

Department:

Name of tenure-track faculty member (please type):

Name and title of evaluator (please type):

Section I: Ranking. Rank the above-named tenure-track faculty member as “acceptable”, “marginal”, or “unacceptable” for each of the criteria listed.

<table>
<thead>
<tr>
<th>Excellence in:</th>
<th>Acceptable</th>
<th>Marginal</th>
<th>Unacceptable</th>
</tr>
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<tbody>
<tr>
<td>Effective Classroom Teaching</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scholarly or Creative Achievement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contributions to the Institution and Profession</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*A tenure-track faculty member who has been assigned non-teaching, semi-teaching, or administrative duties will be evaluated and rated appropriate to assigned duties

Section II: Comments. Please add any comments that may be of assistance to the above-named tenure-track faculty member in enhancing his or her performance.

Evaluator’s Signature      Date Signed
E.4 POST-TENURE REVIEW

Performance evaluation of a tenured faculty member provides a positive framework to improve performance by the faculty member. Performance evaluation of a tenured faculty member also provides accountability to the society that the university serves. All tenured faculty members, regardless of rank, shall have their performance evaluated every three years. The faculty member’s first triennial review cycle begins the fall semester that tenure takes effect. The evaluation shall be limited to the three years of service since the faculty member’s last evaluation. All proceedings of the evaluation process are subject to the Confidentiality Clause.

Confidentiality Clause: Confidentiality is an integral part of the performance evaluation of a tenured faculty member process. Any individual participating in the performance evaluation of a tenured faculty member process shall hold all deliberations, votes, recommendations, or any other information in strictest confidence, subject only to the appeals process as outlined in the faculty handbook or subpoena.

The peer review of a tenured faculty member shall be one of three components of the triennial faculty performance evaluation and shall be administered in accordance with the procedures in E.4.2. This peer review shall be based on tenured faculty responses to the Peer Review Survey Form (Figure 2.2). The department chair/director and dean will prepare separate evaluations as the other two components of the triennial faculty performance evaluation.

The survey form shall measure the faculty member’s performance that supports the missions of the department, college, and university. It must be reviewed and may be revised, as necessary, by the tenured faculty members of the department every five years to reflect the changing missions of the department, college, and university and must be approved by the department chair/director and the dean.

E.4.1 CRITERIA FOR EVALUATION OF A TENURED FACULTY MEMBER

Each college and/or department shall determine the measures for excellence in effective classroom teaching, excellence in scholarly or creative achievement, excellence in contributions to the institution (department, college, and university) and to the profession contained on the Peer Review Compilation Form. The criteria of each college shall reflect the engagement of students in transformative learning, to include, as appropriate, areas such as discipline knowl-
edge; leadership; research, scholarly, and creative activities; service learning and civic engagement activities; global and cultural competencies; and health and wellness. Such measures must be ratified in secret balloting by a simple majority of the full-time tenured/tenure-track college and/or department faculty electing to cast a ballot and must be approved by the dean. In accordance with the university’s mission, excellence in effective classroom teaching must comprise at least 50% of this evaluation. A minimum of 10% of the evaluation must be assigned to excellence in scholarly or creative achievement and 10% to excellence in contributions to the institution (department, college, and university) and the profession unless the faculty member also has non-teaching, semi-administrative or administrative duties. The dean shall assign the measures for a faculty member who is assigned non-teaching, semi-administrative, or administrative duties in proportion to their assigned duties. The measures may be amended over time, but no more frequently than once in five years, to reflect changes in the missions of the department, college, or university.

E.4.2 PROCEDURES FOR PEER REVIEW OF A TENURED FACULTY MEMBER

a. By May 1 of each year the college dean shall notify each college faculty member who is subject to performance evaluation of a tenured faculty member during the next academic year.

b. By 5:00 P.M. local time on September 1, the faculty member who is subject to performance evaluation of a tenured faculty member shall deliver to the department chair/director a detailed, updated curriculum vitae, copies of all numerical summary reports on Student Perceptions of Instructional Effectiveness since the last evaluation, and any additional documentation that may be required by the department and/or college. Said documentation shall reflect, and be limited to, the previous three years of service since the last evaluation. The department chair/director will review the submitted post-tenure documentation for completeness and required format. [Faculty teaching in interdisciplinary programs or institutes shall provide two identical copies of all documentation to the home department chair. After verifying the submitted materials are complete and in the required format, the home department chair will forward one copy of the documentation to the secondary department chair/director.) Failure to submit this information is admission of a critical deficiency (Section E.4.3 (a).]
c. The department chair/director shall distribute to each tenured faculty member a Peer Review Survey Form (figure E. 2.2). (For faculty teaching in interdisciplinary programs or institutes, the tenured faculty in the secondary department shall also receive a Peer Review Survey Form.) The department chair/director shall make available for examination a copy of the curriculum vitae, copies of the numerical summary reports of Student Perception of Instructional Effectiveness, and any other required documentation for each tenured faculty member being evaluated. These documents to be examined will be under the control of the dean who shall designate a secure location where the documents are available for review by the tenured faculty members. Faculty members shall not evaluate themselves. The department chair/director does not participate as a peer reviewer. In the event the total number of tenured members, excluding the department chair/director is fewer than three (3), then additional appointments will be made by the department chair/director and tenured members through the selection of tenured faculty from other departments in the college, with approval of the dean.

d. Tenured faculty members shall complete and sign a Peer Review Form (Figure E 2.2) for each tenured faculty member being evaluated and return the form to the department chair/director. (For faculty teaching in interdisciplinary programs or institutes, tenured faculty members from the secondary department shall also complete and sign a Peer Review Form for each tenured faculty member in the secondary department.) If the department chair/director is the tenured faculty member being evaluated, his/her surveys shall be completed and returned to the dean, and the dean shall complete the Peer Review Compilation Form (E 2.3) and the Peer Evaluation Report (Figure E 2.4). The tenured faculty member shall be evaluated on excellence in effective classroom teaching, excellence in scholarly or creative achievement, excellence in contributions to the institution (department, college and university) and to the profession and shall be ranked as acceptable, marginal, or unacceptable.

e. The department chair/director shall compile the results of the Peer Review Survey Form (Figure 2.2) onto the Peer Review Compilation Form (Figure E 2.3).
f. The department chair/director shall complete the Peer Evaluation Report (Figure 2.4) for each tenured faculty member who is being evaluated. Each tenured faculty member must sign and date page two of the Peer Evaluation Report(s). The department chair/director shall submit the Peer Review Survey Forms (Figure 2.2), the Compilation Form (Figure 2.3), and page two of the Peer Evaluation Report (Figure 2.4) to the dean, who will hold them in confidence. The department chair/director shall submit page one of the Peer Evaluation Report as one part of the evaluated faculty member’s triennial faculty performance evaluation (Section 2.3.3) along with the chair’s personal evaluation of the faculty member. (For faculty teaching in interdisciplinary programs or institutes, the triennial faculty performance evaluation will include a personal evaluation of the faculty member from the secondary department chair/director as well.)

g. Faculty will meet with the chair, together or separately, with the dean to discuss the results of the evaluation. (For faculty teaching in interdisciplinary programs or institutes, the faculty member will also meet with the department chair/director of the secondary department.) Based on the complete triennial performance evaluation, including page one of the Peer Evaluation Report, the faculty member, dean, and chair shall identify the faculty member’s strengths, weaknesses, and possible deficiencies. If any weaknesses or deficiencies are identified, the three shall develop personal improvement strategies to be implemented by the faculty member during the next three academic years. A summary of these strategies and page one of the Peer Evaluation Report shall be signed by the dean, the chair, and the faculty member. (For faculty teaching in interdisciplinary programs or institutes, the secondary department chair/director shall also sign the Peer Evaluation Report.)

h. The dean shall forward the entire Peer Evaluation Report, the Faculty Performance Evaluation, and the personal improvement strategies to the provost/vice president for academic affairs.
E.4.3  CONSEQUENCES OF PEER REVIEW OF A TENURED FACULTY MEMBER

If the evaluation process reveals deficiencies, efforts shall be made to remediate them within the spirit of professionalism that tenure implies.

a. For the purposes of this section, a deficiency is defined as an average rating of less than 2.0 in any one area of effective classroom teaching, scholarly or creative achievement or contribution to the institution or profession (column C on Figure 2.3). A critical deficiency is defined as a total point score (the total of column E on Figure 2.3) of less than 2.0 on the Compilation Form, or a total of at least two deficiencies, as noted above, or failure to submit the information described in Section E.4.1b.

b. If a faculty member receives a critical deficiency, the dean and department chair/director shall recommend to the provost/vice president for academic affairs that the faculty member be placed on annual performance appraisal of a tenured faculty member consisting of annual peer review and on annual faculty performance evaluation. If the provost/vice president for academic affairs supports this recommendation, the faculty member shall be subject to annual peer review and to annual faculty performance evaluation.

c. If a faculty member receives a deficiency, the dean and department chair/director may recommend to the provost/vice president for academic affairs that the faculty member be placed on annual performance appraisal of a tenured faculty member consisting of annual peer review and an annual faculty performance evaluation. If the provost/vice president for academic affairs supports this recommendation, the faculty member shall be subject to annual peer review and to annual faculty performance evaluation.

d. When the faculty member has improved to a level of no deficiencies, the faculty member shall return to triennial peer reviews and faculty performance evaluations.

e. If the faculty member receives a critical deficiency each year for two consecutive years after being placed on annual peer review, then the faculty member shall be recommended for termination of employment from the university by the dean and chair.

f. If the faculty member receives a deficiency each year for three consecutive years
after being placed on annual peer review, then the faculty member may be recom-
mended for termination of employment from the university by the dean and chair.

g. If the provost/vice president for academic affairs and the president of the universi-
ty support the recommendation for termination, the faculty member’s employment
with the university shall be subject to termination under Section 2.5.1.d and 2.5.2.e
of the faculty handbook.

h. A tenured faculty member who receives notice of pending dismissal may request
and shall be afforded a hearing before the Appellate Committee on Dismissal of
Tenured Faculty Members (Section 2.5.6). Provisions and guidelines for this pro-
cedure are listed in 2.5.6 and 2.5.7 of the Faculty Handbook.
Every department shall establish measures for evaluation of tenured faculty members. Those measures shall be printed on this form and shall address performance in each of three* criteria listed below.

A copy of this form shall be completed by each tenured faculty member in the department, except the faculty member being appraised.

Department/School

Tenured faculty member

Date of tenure

Date of last revision to this form

* A tenure-track faculty member who has been assigned non-teaching, semi-administrative, or administrative duties will be evaluated and rated appropriate to assigned duties. The number of measures under each criterion shall be determined by the department/school and college.

Evaluate the faculty member being appraised in each area as Unacceptable, Marginal, or Acceptable. Record each evaluation as a rating according to the following scale:

Unacceptable – 1 Marginal - 2 Acceptable - 3

Rating

Criterion I: Excellence in Effective Classroom Teaching
1. ________________________________
2. ________________________________
3. ________________________________

Criterion II: Excellence in Scholarly or Creative Achievement
1. ________________________________
2. ________________________________
3. ________________________________

Criterion III: Excellence in Contribution to the Institution and Profession
1. ________________________________
2. ________________________________
3. ________________________________

Other College/Department/School Criteria:
1. ________________________________
2. ________________________________

Any specific comments should be written on the back of this form.

Printed Name and Rank of Appraiser

_________________________________________  ________________________________
Signature of Appraiser                     Date

E-14
Figure 2.3
University of Central Oklahoma
Peer Review Compilation Form

This form is to be completed by the department chair/director (or the dean if the department chair/director is being evaluated).

Department/School ___________________________ College of ____________
Tenured faculty member ____________________________________________
Department Chair/Director __________________________________________
Date ________________

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Category: Excellence in</strong> Ratings by Peers</td>
<td><strong>Average Rating of Peers—See #4</strong></td>
<td>Weight—See #3</td>
<td>Points—See #2</td>
<td></td>
</tr>
<tr>
<td>Effective Classroom Teaching</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scholarly or Creative Achievement</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Contribution to Institution and Profession</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Score</strong></td>
<td>1.0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Multiply the Average Rating of Peers by the Weight to obtain Points (C × D=E).
2. Weights shall be determined by colleges and departments in accordance with their mission and must total 1.0. In accordance with the university’s mission, teaching must be weighted no less than .50.
3. All numbers should be exact to two decimal places.

Compilation by Chair/Director/Dean:  ________________________________

Name of Compiler
Example of a completed Figure E 2.3a
University of Central Oklahoma
Peer Review Compilation Form

This form is to be completed by the department chair/director (or the dean if the department chair/director is being evaluated).

Department/School ________________________________ College of ____________

Tenured faculty member ______________________________________________________

Department Chair/Director _____________________________________________________

Date __________________________

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Category:</strong> Excellence in</td>
<td><strong>Ratings by Peers</strong></td>
<td><strong>Average Rating of Peers—See #4</strong></td>
<td><strong>Weight—See #3</strong></td>
<td><strong>Points—See #2</strong></td>
</tr>
<tr>
<td><strong>Effective Classroom Teaching</strong></td>
<td>1 3 2 3 3 2 2 1</td>
<td>2.13</td>
<td>.6</td>
<td>1.28</td>
</tr>
<tr>
<td><strong>Scholarly or Creative Achievement</strong></td>
<td>3 3 3 3 3 3 3 3</td>
<td>3.00</td>
<td>.2</td>
<td>.6</td>
</tr>
<tr>
<td><strong>Contribution to Institution and Profession</strong></td>
<td>1 1 2 2 1 2 2</td>
<td>1.50</td>
<td>.2</td>
<td>.3</td>
</tr>
<tr>
<td><strong>Total Score</strong></td>
<td></td>
<td>1.0</td>
<td>2.18</td>
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</table>

1. Multiply the Average Rating of Peers by the Weight to obtain Points (C × D=E)
2. Weights shall be determined by colleges and departments in accordance with their mission and must total 1.0. In accordance with the university’s mission, teaching must be weighted no less than .50.
3. All numbers should be exact to two decimal places.

**Note:** This faculty member has one deficiency, but not a critical deficiency.

Compilation by Chair/Director/Dean:

Name of Compiler
Figure 2.4
University of Central Oklahoma
Peer Evaluation Report

Page One
This form is to be completed by the department chair/director (or the dean if the department chair/director is being evaluated).

Department/School __________________________ College of ________________

Evaluation of tenured faculty member __________________________

Date ________________

Report:

Signatures:
Department Chair/Director ___________________________________________ Date
Dean _____________________________________________________________ Date
Evaluated Faculty Member ___________________________________________ Date
University of Central Oklahoma
Peer Evaluation Report

Page Two
This form is to be completed by the department chair/sdirector (or the dean if the department chair/director is being appraised).

Department/School ____________________  College of ____________________

Tenured faculty member ____________________

Date _______________

Report:

<table>
<thead>
<tr>
<th>Tenured Faculty Members Participating in the Evaluation</th>
<th>Date</th>
<th>I agree with the report</th>
<th>I have read the report</th>
</tr>
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<tr>
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</table>
E.5 TENURE REVIEW

E.5.1 TENURE ELIGIBILITY

To be a candidate for tenure, a full-time faculty member must meet the following minimum criteria:

a. hold a rank of assistant professor, associate professor, or professor;
b. have a tenure track appointment;
c. have successfully served the probationary period as defined in Section E.2.3.; The tenure process generally occurs in the fall of the fifth year of service;
d. hold an earned doctorate or other terminal degree from a regionally accredited or internationally recognized institution;
e. have earned a total of 60 graduate semester credit hours in the teaching field as part of an approved program at a regionally accredited or internationally recognized institution. The graduate hour determination will be made by the department chair/director and the dean no later than April 15th prior to the tenure review;
f. for appointments in the College of Fine Arts and Design, hold a minimum sixty semester hour Master of Fine Arts (MFA) degree which is recognized as a terminal degree within the College of Fine Arts and Design for the purposes of hiring, promotion, tenure, and compensation for full-time faculty.

If a tenure-track faculty member is ineligible for tenure, he/she may sign a letter stating he/she does not wish to be considered for pre-tenure or tenure. The faculty member will be responsible for notifying his/her department chair/director when he/she becomes eligible for pre-tenure or tenure consideration. Alternately, a tenure-track faculty member may request, in writing, reassignment to a non-tenure track position. The dean, after consultation with the department chair/director, may reassign a faculty member who is ineligible for tenure to a non-tenure-track position.

E.5.2 PROCEDURES FOR ADMINISTERING THE TENURE PROCESS

The following procedures shall be used when reviewing and voting to recommend granting or denying tenure. All proceedings are subject to the Confidentiality Clause.

Confidentiality Clause: Confidentiality is an integral part of the tenure process. Any in-
individual participating in the tenure process shall hold all deliberations, votes, recommendations, or any other information in strictest confidence, subject only to the appeals process as outlined in the faculty handbook or subpoena.

E.5.2.1 CRITERIA FOR TENURE EVALUATION

a. Each college must determine written, quantifiable, objective measures, consistent with the missions of the college and university, to apply in the tenure process. The criteria of each college shall reflect the engagement of students in transformative learning, to include, as appropriate, areas such as discipline knowledge; leadership; research, scholarly, and creative activities; service learning and civic engagement activities; global and cultural competencies; and health and wellness. Such measures must be ratified in secret balloting by a simple majority of the voting full-time tenured/tenure-track college faculty and must be approved by the dean. Measures may be changed over time, but no more frequently than once in five years, to reflect changes in the missions of the department, college, or university. Changes must be ratified in secret balloting by a simple majority of the voting full-time tenured/tenure-track college faculty and must be approved by the dean. In accordance with the university’s mission, excellence in effective classroom teaching must comprise at least 50% of this evaluation. A minimum of 10% of the evaluation must be assigned to excellence in scholarly or creative achievement and 10% to excellence in contributions to the institution (department, college, and university) and the profession unless the faculty member also has non-teaching, semi-administrative or administrative duties.

b. A department may determine additional written, measurable, objective measures consistent with the missions of the department, college, and university, to apply in the tenure process. Such measures must be ratified in secret balloting by a simple majority of the voting full-time tenured/tenure-track faculty in the department and must be approved by the department chair/director and dean. Measures may be changed over time, but no more frequently than once in five years, to reflect changes in the missions of the department, college, or university. Changes must be
ratified in secret balloting by a simple majority of the voting full-time faculty members of the department and must be approved by the department chair/director and dean.

c. Written measures, determined according to Sec. E.6.1.c, d, must be stated on the Tenure Evaluation Worksheet/Ballot. Each college may modify the Worksheet/Ballot (Figure E2.5) to include its own measures, and departments may add additional measures, if approved by the provost/vice president for academic affairs. Written tenure procedures and criteria must be provided to all incoming faculty members at the time they are hired.

E.5.2.2 TIMELINE FOR TENURE EVALUATION

a. By April 15, the provost/vice president for academic affairs shall submit to the dean of each undergraduate college a list of the names of faculty members from that college who will be eligible for tenure review during the next academic year. The college dean (henceforth referred to as “dean”) shall confirm by submitting the list of tenure candidates to the office of the provost/vice president for academic affairs.

b. By May 1, the dean shall notify tenure candidates of their status as candidates and of the deadline for the submission of their dossiers to the dean’s office.

c. By 5:00 P.M. local time on September 1, the candidate shall deliver to the department chair/director a dossier that contains evidence of excellence in effective classroom teaching, excellence in scholarly or creative achievement, and excellence in contributions to the institution (department, college, and university) and to the profession. (Faculty teaching in interdisciplinary programs or institutes shall provide two identical copies of all documentation to the home department chair.) The department chair/director will review the submitted tenure dossier and other documentation for completeness and required format. (The department chair, after verifying the submitted materials are complete and in the required format will forward one copy of the documentation to the secondary department chair/director for faculty teaching in interdisciplinary programs or institutes.) After verification, the
chair/director shall deliver the tenure dossier and other documentation to the dean.

d. Each year, by the end of September, each department in the college shall elect a member of the department to serve a one-year term on the College Tenure Review Committee. This person (1) must be tenured, (2) shall not be the chair of the department, (3) shall not be the assistant or associate dean, and (4) shall not serve on the College Promotion Committee. (When a faculty member who teaches in an interdisciplinary program or institute is being evaluated, a tenured faculty member in the secondary department shall be included on the College Tenure Review Committee if available) The elected faculty member cannot serve more than two consecutive terms, unless there are fewer than three (3) tenured faculty members in the department. If a department has no one qualified to serve on the College Tenure Review Committee, the chair, in consultation with the department, recommends to the dean another tenured faculty member from the college, other than a department chair/director, to serve. Alternatively, a previously tenured emeritus faculty member may be asked to serve on this committee. The committee members, through the chair of the committee, shall make the request for this appointment and make the selection.

e. After consultation with the appropriate department chair/director, the dean shall convene a meeting of the Department Tenure Review Committee. The Department Tenure Review Committee shall consist of all tenured faculty members of the department. (When a faculty member who teaches in an interdisciplinary program or institute is being evaluated, all tenured faculty members in the secondary department shall be included on the Department Tenure Review Committee.) This committee should have at least five (5) members. The department chair/director may not serve on this committee.

In the event that the number of tenured faculty members in a division or department is fewer than five (5), the actual tenured faculty members in that department, plus additional tenured faculty members appointed by the chief academic officer or his or her designee to form a group of at least five (5) tenured faculty members shall act as an ad hoc committee for tenure recommendation. A simple majority rule shall prevail (Section 3.3.5a, RUSO).

f. Each Department Tenure Review Committee shall elect a chair at the meeting
convened by the dean. The dean and the department chair/director shall review college and university tenure policies, and the dean shall provide to the Tenure Review Committee Chair, the Tenure Evaluation Worksheet/Ballots (Figure E.2.5), to be signed by each tenured committee member. If a committee member refuses to sign the Worksheet/Ballots, the committee chair shall note this refusal on the Worksheet/Ballots. The dean shall maintain control of the dossiers throughout the process and shall designate a secure location where the dossiers are available for review by the committee. The dean, associate dean, and the department chair/director shall not be present during subsequent meetings of the committee. All activities of this committee shall be subject to the Confidentiality Clause as stated in the beginning of Section E.6.

g. The chair of the Department Tenure Review Committee shall convene at least one subsequent meeting sufficient to conduct the reviews of all tenure candidates.

The faculty member’s contributions to the mission of the university shall be reviewed and evaluated by the tenured members of his or her division or department including his or her division and/or department chair if applicable, and a poll by secret ballot will be taken to determine whether a recommendation for the granting of tenure will be made. This review may be conducted in a manner that allows for input from non-tenured colleagues, students, alumni and administrative information from the department chair (Section 3.3.5a, RUSO).

h. With at least five (5) working days of written notice, the chair of the Department Tenure Review Committee shall reconvene the review committee for a final meeting to hold the tenure vote. The Department Tenure Review Committee shall vote by secret ballot using the Tenure Evaluation Worksheet/Ballots that were previously signed by the committee members. A member of the committee who will be absent from the final meeting shall file a Worksheet/Ballot with the chair of the Department Tenure Review Committee prior to the final meeting. All Worksheet/Ballots shall be counted in the presence of the committee. By a simple majority (abstentions do not count as either a vote for or against tenure) of those voting, the committee shall recommend to grant or to deny tenure. A tie vote shall result in a recommendation to deny tenure. If the vote results in a recommendation not to approve tenure, the committee shall also prepare a written list of improvements in
performance that may enhance the candidate’s chances for a subsequent positive tenure review. The chair of the Department Tenure Review Committee shall document the results of the vote (and include the list of improvements for any candidate not recommended for tenure) to the department chair/director in a written statement signed by all members of the committee. The Worksheet/Ballots shall be attached to this statement. A separate report shall be submitted for each faculty member undergoing tenure review.

i. The division or department head shall report the results of the vote, together with his or her recommendation to the dean who will forward that recommendation as well as the dean’s recommendation to the chief academic officer (Section 3.3.5a, RUSO).

The Department Tenure Review Committee statement and Worksheet/Ballots forms shall be reviewed by the department chair who will write his or her recommendation to the dean. All these materials will then be submitted to the dean, who will forward them along with the dean’s recommendation to the provost/vice president for academic affairs. (For faculty teaching in interdisciplinary programs/institutes, the secondary department chair/director will also write his/her recommendation that will be submitted to the dean.)

j. After the Department Tenure Review Committee and the department chair/director have made their recommendations, the dean shall call a meeting of the College Tenure Review Committee. At this meeting, the College Tenure Review Committee shall elect a chair, the dean shall review college and university tenure policies and the dean shall provide to the Tenure Review Committee Chair, the Tenure Evaluation Worksheet/Ballots (Figure E2.5) to be signed by each tenured committee member. The dean shall make available to all committee members the dossiers submitted by the candidates but shall not reveal the final results of the departmental review to the College Tenure Review Committee. The chair of the College Tenure Review Committee shall convene at least one subsequent meeting sufficient to conduct the reviews of all tenure candidates. The dean, assistant dean, or associate dean shall not be present during any of these subsequent meetings of the College Tenure Review Committee. All faculty members eligible for tenure shall be reviewed.
k. With at least five (5) working days of written notice, the chair of the College Tenure Review Committee shall reconvene the review committee for a final meeting to hold the tenure vote. Should a member of the committee be unable to attend the voting meeting, the member may submit an absentee Worksheet/Ballot to the chair of the College Tenure Review Committee before the start of the meeting. Such a Worksheet/Ballot will be submitted to the chair of the committee in a sealed envelope, and counted with the other Worksheet/Ballots at the meeting. For each tenure candidate, the College Tenure Review Committee, by a simple majority of those voting (abstentions do not count as either a vote for or against tenure), shall make a recommendation to grant or to deny tenure. A tie vote shall result in a recommendation to deny tenure. If the vote results in a recommendation not to approve tenure, the college committee shall prepare a written list of improvements in performance that may enhance the candidate’s chances for a subsequent positive tenure review. A separate committee report shall be submitted for each faculty member undergoing tenure review. If required by the provost/vice-president for academic affairs, the committee shall provide a ranking of all tenure candidates who are recommended for tenure. The recommendations and the ranking shall be based on the written measures of the college (and the department, if applicable) and on discussion among the committee members. The committee chair shall forward the recommendations and the ranking to the dean. All activities of this committee are subject to the Confidentiality Clause stated in the beginning of Section E.6.

l. After receiving the recommendations from the department chair/director and from the department and College Committees, the dean shall write a personal recommendation for each candidate, to grant or to deny tenure. The dean may consult with the committees regarding the recommendations without violating the Confidentiality Clause.

m. The dean shall complete the Recommendation for Promotion, Tenure-Track Conversion, Tenure, Continuance or Non-Renewal form. The dean shall notify each candidate in writing of the recommendations made by both tenure review committees and by the department chair/director and the dean. (For faculty teaching in interdisciplinary programs or institutes, the recommendation of the secondary
department chair/director will be included in the dean’s notification to the candidate.)

Upon request by the tenure candidate, the dean shall inform the candidate of the numerical results of the department and college votes. The candidate shall review all recommendations in the presence of the dean and shall be asked to sign the Recommendation for Promotion, Tenure-Track Conversion, Tenure, Continuance or Non-Renewal form as verification of having read the recommendations. If the candidate refuses to sign the form, the dean shall note this refusal on the recommendation form. The dean’s recommendation on tenure shall be forwarded by the dean to the provost/vice president for academic affairs along with the above form. The dean shall also forward the recommendations of the department chair/director, the Department Tenure Review Committee, and the College Tenure Review Committee. The university shall retain all materials for a period of seven years beyond the faculty member’s association with the University, except for the dossier, which shall be returned to the candidate 20 days after notification of tenure by the regents, or after the Grievance Board filing deadline has elapsed. (see E.5.2.2.r) Upon request by the tenure candidate, the dean shall inform the candidate of the numerical results of the department and college votes.

n. If the dean’s recommendation is not for tenure, a meeting of the department chair/director, the dean, and the candidate shall be held by the end of the third week of the spring semester to discuss performance improvements that may be made. (For faculty teaching in interdisciplinary programs or institutes, the secondary department chair/director may be present at the meeting upon the dean’s request.) Upon written request by the candidate, the department chair/director and dean must prepare written reasons for denial of a recommendation for tenure, with a written list of improvements in performance that may enhance the candidate’s chances for a subsequent positive tenure review.

o. The provost/vice president for academic affairs shall review all recommendations and, for each candidate, shall recommend to the president either to grant or to deny tenure. By the end of the seventh week of the spring semester, the provost/vice presi-
dent for academic affairs shall report each recommendation by certified mail that is to be delivered to the respective candidate, with a copy to the dean and chair/director.

p. A candidate who believes there has been a procedural or substantive error during the Tenure Process may appeal the recommendation to the Grievance Board as detailed in Appendix G. This grievance (G.5) must be made no later than twenty (20) working days after the certified receipt of the written notification from the provost/vice president for academic affairs.

q. After reviewing all recommendations, the president shall submit his/her recommendation to the Board of Regents. By the last day of classes of the spring semester, the president shall inform each tenure candidate in writing whether or not s(he) was approved by the Board for tenure.

r. A recommendation for tenure may also come directly from the chief academic officer or from the president of the university without prior recommendation from the division or department. (Section 3.3.5a, RUSO). The results of all balloting, will be confidential and will not be included in the faculty member’s personnel file (Section 3.3.5a, RUSO).

s. If a faculty member is granted tenure, the last annual review will occur during the fall semester when tenure becomes effective. This review will be used to evaluate the previous academic year and set goals for the first three years of tenure.
**Figure E 2.5**

**Tenure Evaluation Worksheet and Ballot**

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Candidate: ____________________________________________

Please declare whether the candidate has met or not met each of the enumerated criteria.*

**Criterion I**

Excellence in Effective Classroom Teaching:

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**Criterion II**

Excellence in Scholarly or Creative Achievement:

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**Criterion III**

Excellence in Contribution to the Institution and Profession:

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**Other College/Department/School Criteria:**

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*The number and type of measures in each of the above four criteria shall be determined by the college and department/school. In accordance with the university’s mission, excellence in classroom teaching must comprise at least 50% of this evaluation.

---

**Ballot**

Based upon this analysis, I recommend that this candidate:

- [ ] be approved for tenure
- [ ] not be approved for tenure

Comments:

Signatures of all voting members of the department/school are contained on the reverse side as verification of the authenticity of this ballot.
Verification of Tenure Evaluation Worksheet/Ballot Authenticity

Candidate  

Each of the following faculty members voted during this process:

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<tr>
<th>Signature</th>
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<th>Date</th>
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E.6 RETENTION WITHOUT TENURE

If a tenure-track full-time faculty member is retained without tenure, the same procedures for review and voting as outlined in Section E.5 will apply for each subsequent year until the faculty member is either granted tenure or is not retained.

E.7 PROMOTION

Authority to grant academic rank or promotion in academic rank is delegated to the university president. Determination of merit and granting promotion in rank shall be in accordance with the promotion policies and procedures of the university as well as the minimum criteria contained in this policy (Section 3.2.1, RUSO).

E.7.1 ACADEMIC RANKS

The principal academic ranks of the university shall be Professor, Associate Professor, Assistant Professor, and Instructor (Section 3.2.2, RUSO).

E.7.2 PROMOTION CRITERIA

E.7.2.1 ASSISTANT PROFESSOR

A faculty member shall be assigned the rank of assistant professor at the beginning of the first regular semester following receipt of an appropriate earned doctorate or other terminal degree from a regionally accredited or internationally recognized institution. The specific credential requisite for the rank of assistant professor in the faculty member’s department shall be specified on the Academic Credentials Summary (Academic Affairs Form #94-1) at the time of the faculty member’s hiring and approved by the provost/vice president for academic affairs.

E.7.2.2 ASSOCIATE PROFESSOR

A candidate for promotion to the rank of associate professor must meet the following minimum criteria:

a. an earned doctorate degree (or other terminal degree) awarded by a regionally accredited or internationally recognized institution (Section 3.2.2b, RUSO),

b. have earned a total of 60 graduate semester hours in the teaching field as part of an approved program from a regionally accredited or internationally recognized institution,

c. have been employed by the University of Central Oklahoma for five (5) or more academic years (summers excluded). The earliest the promotion process may begin is in the fall of the fifth year of service,

d. Faculty hired prior to January 2011 must have held the rank of assistant professor
for at least four (4) academic years at the University of Central Oklahoma. Faculty hired after January 2011 must have held the rank of assistant professor for at least five (5) academic years at the University of Central Oklahoma.

e. either hold tenure or be eligible for tenure review.

E.7.2.3 PROFESSOR

A candidate for promotion to the rank of professor must meet the following minimum criteria:

a. *an earned doctorate degree (or other terminal degree) awarded by a regionally accredited or internationally recognized institution.* *(Section 3.2.2a, RUSO).*

b. Faculty hired prior to January 2011 must have held the rank of associate professor for at least four (4) academic years (summers excluded) at the University of Central Oklahoma. The earliest this promotion process can begin is during the fall of their fourth year of service at the rank of associate professor and at the discretion of the individual eligible for promotion. Faculty hired after January 2011 must have held the rank of associate professor for at least five (5) academic years at the University of Central Oklahoma. The earliest the promotion process can begin is during the fall of their fifth year of service at the rank of associate professor and at the discretion of the individual eligible for promotion.

c. hold tenure.

E.7.3 LIMITATIONS IN RANK

There shall be no limitations in rank at the associate professor or professor level.

E.7.4 REDUCTION IN RANK

*No person presently employed shall suffer reduction in rank as a result of the operation of these policies.* *(Section 3.2.7, RUSO).*

E.8 PROCEDURES FOR ADMINISTERING THE PROMOTION PROCESS

The following procedures shall be used when reviewing and voting to recommend to grant or to deny promotion to the ranks of associate professor and professor. All proceedings are subject to the Confidentiality Clause.

**Confidentiality Clause:** Confidentiality is an integral part of the promotion process. Any individual participating in the promotion process shall hold all deliberations, votes, recommend-
e.8.1  criteria for Promotion evaluation

a. Each college must determine written quantifiable, objective measures, consistent with the missions of the college and university, to apply to the promotion process. The criteria of each college shall reflect the engagement of students in transformative learning, to include, as appropriate, areas such as discipline knowledge; leadership; research, scholarly, and creative activities; service learning and civic engagement activities; global and cultural competencies; and health and wellness. Such measures must be ratified in secret balloting by a simple majority of the voting full-time college tenured/tenure track faculty and must be approved by the dean. Measures may be changed over time, but no more frequently than once in five years, to reflect changes in the missions of the department, college, or university. The changes must be ratified in secret balloting by a simple majority of the voting full-time tenured/tenure-track college faculty and must be approved by the dean. In accordance with the university’s mission, excellence in effective classroom teaching must comprise at least 50% of this evaluation. A minimum of 10% of the evaluation must be assigned to excellence in scholarly or creative achievement and 10% to excellence in contributions to the institution (department, college, and university) and the profession unless the faculty member also has non-teaching, semi-administrative or administrative duties.

b. A department may determine additional written, quantifiable objective measures, consistent with the missions of the department, college, and university, to apply in the promotion process. Such measures must be ratified in secret balloting by a simple majority of the voting full-time tenured/tenure-track faculty in the department and must be approved by the department chair/director and the dean. Measures may be changed over time, but no more frequently than once in five years, to reflect changes in the missions of the department, college, or university. Changes must be ratified in secret balloting by a simple majority of the voting full-time tenured/tenure-track faculty members of the department and must be approved by the department chair/director and the dean.

c. Written measures, determined according to Sec. E.8.1.a and b, must be stated on
the Promotion Worksheet/Ballot. Each college may modify the Worksheet/Ballot (figure E.2.6) to include its own measures, and departments may add additional measures, if approved by the provost/vice-president for academic affairs. Written promotion procedures and criteria must be provided to all incoming faculty members at the time they are hired.

E.8.2 TIMELINE FOR PROMOTION EVALUATION

a. By April 15, the provost/vice president for academic affairs shall submit to the dean of each undergraduate college a list of names of the faculty members from that college who will be eligible for promotion review during the next academic year. The college dean (henceforth referred to as “dean”) shall confirm by submitting the list of promotion candidates, each with a proposed rank, to the office of the provost/vice president for academic affairs.

b. By May 1, the dean shall notify promotion candidates of their status as candidates and of the deadline for the submission of their dossiers to the dean’s office. Failure by a promotion candidate to submit a dossier by the deadline terminates the review of that candidate.

c. By September 1, the candidate shall deliver to the department chair/director a dossier that contains evidence of excellence in effective classroom teaching, excellence in scholarly or creative achievement, and excellence in contributions to the institution (department, college, and university) and to the profession. (Faculty teaching in interdisciplinary programs or institutes shall provide two identical copies of all documentation to the home department chair.) The department chair/director will review the submitted promotion dossier and other documentation for completeness and required format. (When a faculty member who teaches in an interdisciplinary program or institute is being evaluated, the department chair will forward one copy of the documentation to the secondary department chair/director after verifying the submitted materials are complete.) After verification the department chair/director shall deliver the promotion dossier and other documentation to the dean.

d. Each year, by the end of September, each department in the college shall elect a member of the department to serve a one-year term on the College Promotion
Review Committee. This person (1) must be tenured, (2) must hold the rank of professor, and (3) shall not be the chair of the department, an associate dean nor an assistant dean. (When a faculty member who teaches in an interdisciplinary program or institute is being evaluated, a tenured faculty member in the secondary department shall be included on the College Promotion Review Committee if available.) This elected faculty member cannot serve more than two consecutive terms. If a department has no one qualified to serve on the College Promotion Review Committee, the dean may modify the qualifications to allow a faculty member, other than the department chair/director, associate dean or assistant dean to be elected from the department. This elected faculty member cannot be considered for promotion during the current (or subsequent) academic year. A previously tenured emeritus faculty member who attained the rank of professor may also be asked to serve on this committee. The promotion committee members, through the chair of the committee, shall make the request for this appointment and make the selection.

e. After consultation with the appropriate department chair/director, the dean shall convene a meeting of the Department Promotion Review Committee and shall ask all members of the Department Promotion Review Committee to sign each promotion Worksheet/Ballot (Figure E.2.6). If a committee member refuses to sign the Worksheet/Ballots, the committee chair shall note this refusal on the Worksheet/Ballots. The Department Promotion Review Committee shall consist of all full-time, tenured faculty members of the department with the rank of associate professor or professor. (When a faculty member who teaches in an interdisciplinary program or institute is being evaluated, all tenured faculty in the secondary department shall be included on the Department Promotion Review Committee.) This committee shall have at least (5) members. The department chair/director may not serve on this committee. In the event the total number of non-candidate professors and associate professors in the department is fewer than five (5), then additional appointments to the committee will be made by the department chair/director and the existing committee members through the selection of qualified professors and associate professors from other departments in the college, with the approval of
the dean. The department chair/director and existing committee may also select
emeritus faculty members in the field and of the appropriate rank, or faculty from
other colleges where appropriate, with approval from the dean. This committee
shall serve as the Department Promotion Review Committee for the review of
candidates for promotion to the rank of associate professor. Associate professors
are not allowed to review candidates for promotion to the rank of professor. The
members of the Department Promotion Review Committee who hold the rank of
professor shall form a subcommittee to review candidates for promotion to the
rank of professor. If there are fewer than three (3) members of this subcommittee of
professors, then, according to E.8.2. e g above additional professors from other depart-
ments in the college shall be recommended to the subcommittee by the department
chair/director, with the approval of the dean. Should the subcommittee turn down the
recommendation of the department chair/director and dean, the chair and dean will
continue to make recommendations until an acceptable addition is found. This person
may also be an emeritus faculty member of appropriate rank from the department,
should specific disciplinary knowledge by required. This subcommittee shall serve as
the Department Promotion Review Committee for the review of candidates for promo-
tion to the rank of professor.

f. Each Department Promotion Review Committee shall elect a chair at the meeting con-
vened by the dean. The dean and the department chair/director shall review college and
university promotion policies, and the dean shall provide promotion ballots, developed
according to Figure 2.6, to the Department Promotion Review Committee Chair. The
dean shall maintain control of the dossiers throughout the process and shall designate
a secure location where the dossiers are available for review by the committee. The
dean, associate dean, and the department chair/director shall not be present during
subsequent meetings of the committee. All activities of this committee shall be subject
to the Confidentiality Clause stated in the beginning of Section E.8.

g. The chair of the Department Promotion Review Committee shall convene at least one
subsequent meeting sufficient to conduct the reviews of all promotion candidates.

h. With at least five (5) working days of written notice, the chair of the Department
Promotion Review Committee shall reconvene the review committee for a final meeting to hold the promotion vote. The Department Promotion Review Committee shall vote by secret Worksheet/Ballot using the Worksheet/Ballots that were previously signed by the committee members. A member of the committee who will be absent from the final meeting shall file a Worksheet/Ballot with the chair of the Department Promotion Review Committee prior to the final meeting. All Worksheet/Ballots shall be counted in the presence of the committee. By a simple majority of those voting (abstentions do not count either as a vote for or against promotion), the committee shall recommend to grant or to deny promotion. A tie vote shall result in a recommendation to deny promotion. If the vote results in a recommendation to deny promotion, the committee shall also prepare a written list of improvements in performance that may enhance the candidate’s chances for a subsequent positive promotion review. The chair of the Department Promotion Review Committee shall document the results of the vote (and include the list of improvements for any candidate denied the recommendation for promotion) to the department chair/director in a written statement signed by all members of the committee. The Worksheet/Ballots shall be attached to this statement.

i. The department chair/director shall report the results of the vote, together with a personal recommendation, to the dean. The Department Promotion Review Committee statement and Worksheet/Ballots shall accompany the department chair’s/director’s written recommendation to the dean. (When a faculty member who teaches in an interdisciplinary program or institute is being evaluated, the department chair of the secondary department will write his/her own recommendation to the dean. The recommendation shall be added to the documents submitted to the dean.)

j. After the Department Promotion Review Committee and the department chair/director have made their recommendations, the dean shall call a meeting of the College Promotion Review Committee. At this meeting, the College Promotion Review Committee shall elect a chair, the dean shall review college and university promotion policies, and the dean shall make available to all committee members
the dossiers submitted by the candidates and shall ask all members of the College Promotion Review Committee to sign each promotion Worksheet/Ballot (Figure E.2.6). If a committee member refuses to sign the Worksheet/Ballots, the committee chair shall note this refusal on the Worksheet/Ballots. The chair shall convene at least one subsequent meeting sufficient to conduct the reviews of all promotion candidates. The dean shall not reveal the results of the departmental review to the College Promotion Review Committee, and the dean, associate dean, and the assistant dean shall not be present during subsequent meetings of this committee.

k. At the request of the provost/vice president of academic affairs or the dean with at least five (5) working days written notice, the chair of the College Promotion Review Committee shall reconvene the review committee for a final meeting to finalize the promotion decision. Should a member of the committee be unable to attend the voting meeting, he/she may submit an absentee Worksheet/Ballot to the chair of the College Promotion Review Committee before the start of the meeting. Such a Worksheet/Ballot will be submitted to the chair of the committee in a sealed envelope, and counted with the other Worksheet/Ballots at the meeting. For each promotion candidate, the College Promotion Review Committee, by simple majority of those voting (abstentions do not count either as a vote for or against promotion), shall recommend to grant or to deny promotion. A tie vote shall result in a recommendation to deny promotion. If the vote results in a recommendation to deny promotion, the college committee shall prepare a written list of improvements in performance that may enhance the candidate’s chances for a subsequent positive promotion review. The committee shall provide a ranking of the candidates recommended for promotion to the rank of associate professor, and a separate ranking of the candidates recommended for promotion to the rank of professor. The recommendations and the rankings shall be based on the written measures of the college (and the department, if applicable) and on discussion among the committee members. The committee chair shall forward the recommendations and the rankings to the dean. A separate committee report shall be submitted for each
faculty undergoing promotion review. All activities of this committee are subject to the Confidentiality Clause stated in the beginning of Section E.8.

l. After receiving the recommendations from the department chair/director and the statements of the department and college committees, the dean shall write a personal recommendation for each candidate, to grant or to deny promotion. The dean may consult with the committees regarding the recommendations without violating the Confidentiality Clause.

m. The dean shall notify each candidate in writing of the recommendations made by both promotion review committees and by the department chair/director and the dean. The dean shall complete the Recommendation for Promotion, Tenure-Track Conversion, Tenure, Continuance or Non-Renewal form. The candidate shall review all recommendations in the presence of the dean and shall be asked to sign the Recommendation for Promotion, Tenure-Track Conversion, Tenure, Continuance or Non-Renewal form as verification of having read the recommendations. At the dean’s request, the department chair may be present at the meeting with the candidate. (When a faculty member who teaches in an interdisciplinary program or institute is being evaluated, the dean may request the department chair of the secondary department be present for the meeting with the candidate.) If the candidate refuses to sign the form, the dean shall note this refusal on the recommendation form. The dean’s recommendation on promotion shall be forwarded by the dean to the provost/vice-president for academic affairs along with the above form. The dean shall also forward the recommendations of the department chair/director, the Department Promotion Review Committee, and the College Promotion Review Committee. The university shall retain all materials for a period of seven years beyond the faculty member’s association with the University, except for the dossier, which shall be returned to the candidate upon notification of tenure by the Regents, or after the Grievance Board filing deadline has elapsed. (see E.6.r) Upon request by the promotion candidate, the dean shall inform the candidate of the numerical results of the department and college votes.

n. If the dean’s recommendation is to deny promotion, a meeting of the department
chair/director, the dean, and the candidate shall be held by the end of the third week of the spring semester to discuss performance improvements that may be made. Upon written request by the candidate, the department chair/director and dean must prepare written reasons for denial of a recommendation for promotion, with a written list of improvements in performance that may enhance the candidate’s chances for a subsequent positive promotion review.

o. The provost/vice president for academic affairs shall review all recommendations and, for each candidate, shall recommend to the president either to grant or to deny promotion. By the end of the seventh week of the spring semester, the provost/vice president for academic affairs shall report each recommendation by certified mail that is to be delivered to the respective candidate, with a copy to the dean and the department chair/director.

p. Individuals who are not satisfied with action taken as a result of the review process for change in rank may follow the established university appeal procedure (Section 3.2.8, RUSO; Appendix G, UCO Faculty Handbook). This grievance (G.5) must be made no later than twenty (20) working days after the certified receipt of the written notification from the provost/vice president for academic affairs.

q. After reviewing all promotion recommendations, the president shall submit his/her recommendations to the Board of Regents. By the last day of classes of the spring semester, the president shall inform each promotion candidate in writing whether or not s(he) was approved by the Board for promotion.

r. A recommendation for promotion may also come directly from the provost/vice president for academic affairs or from the president of the university without prior recommendation from the department.

s. Exceptions to criteria for promotion in rank may be recommended by the president (Section 3.2.9, RUSO).
Figure E 2.6
Promotion Evaluation Worksheet and Ballot

Department/School ___________________________ Date ________________

Candidate: ___________________________ Promotion to: ___________________________

Please declare whether the candidate has met or not met each of the enumerated measures.*

Criterion I
Excellence in Classroom Teaching: Met Not Met
1. 
2. 
3. 

Criterion II
Excellence in Scholarly or Creative Achievement: 
1. 
2. 
3. 

Criterion III
Excellence in Contributions to the Institution and Profession: 
1. 
2. 
3. 

Other College/Department Criteria: 
1. 
2. 

* The number and type of measures in each of the above four criteria shall be determined by the college and department. In accordance with the university’s mission, excellence in classroom teaching must comprise at least 50% of this evaluation.

Ballot

Based upon this analysis, I recommend that this candidate

[ ] be approved [ ] not be approved for promotion to:

Comments:

Signatures of all voting member of the department/school are contained on the reverse side as verification of the authenticity of this ballot.
## Verification of Promotion Worksheet/Ballot Authenticity

Candidate

Each of the following faculty members voted during this process:

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This Tenure and Promotion revision is approved for implementation in Fall, 2013 by:

Dr. John F. Barthell, Provost       Dr. Don Betz, President
Date: August 1, 2013              Date: August 1, 2013
APPENDIX F
PROMOTION POLICY
FOR
ACADEMIC PERSONNEL HAVING
ADMINISTRATIVE DUTIES
APPENDIX F

PROMOTION POLICY FOR ACADEMIC PERSONNEL HAVING ADMINISTRATIVE DUTIES

F.1 POLICY

A tenured faculty member appointed to an administrative position retains both the tenure and academic rank previously granted when s/he was a full time faculty member and is eligible for promotion to a higher academic rank. This is in accordance with regents’ policy, as cited in section 3.2 of the Regional University System of Oklahoma Policy Manual.

Providing that candidates possess the required educational and experience qualifications the following are considered minimum criteria upon which promotion in rank is based: 1) effective classroom teaching, 2) scholarly or creative achievement, 3) contributions to the institution and profession, and 4) performance of non-teaching or administrative duties. (Section 3.2.6, RUSO).

F.2 ADMINISTRATIVE APPOINTMENT CONSIDERATION

Academic rank and tenure may be included as elements in the compensation package offered to potential administrators who qualify for simultaneous appointment to an academic department.

Academic administrators may hold simultaneous appointments in an academic department as a pre-condition to hiring. If not hired at the rank of full professor, the administrator and the dean/director shall develop a tailored plan for academic promotion. This plan shall take into account the four required categories (see F.1) and shall establish appropriate percentages in each area to reflect the requirements for academic promotion. This plan shall be agreed upon by the administrator, his/her dean/supervisor and the chair/school director of the home department. The development of this plan is in support of the Tenure and Promotion Policy of the Faculty Handbook (Appendix E-9C).

F.3 EVALUATION PROCEDURES

The evaluation for promotion by the academic department will be based on a history of effective teaching, scholarship, and contributions to the institution and profession as specified in the Tenure and Promotion Policy of the Faculty Handbook (Appendix E). The evaluation by the administrative supervisor will, in addition to the academic qualifications, include administrative responsibilities and duties.
The criteria used for promotion for eligible administrators are the same as those for the faculty with appropriate percentages allocated to their full-time administrative responsibilities. The administrators will be evaluated by the academic department, department chair/director, the College Promotion Review Committee, and by their dean/administrative supervisor. If the administrative supervisor is not the dean of the college in which the candidate’s home department resides, that dean shall also evaluate the candidate.

**F.4 EVALUATION PROCESS**

(See FIGURE 3 at the end of APPENDIX F)

1. By April 15 the provost/vice president for academic affairs shall verify with the dean, all faculty members who are eligible for promotion, including administrators who are currently holding academic rank.

2. The dean will request the candidate’s home department create the Department Promotion Review Committee. The Committee will evaluate the candidate’s dossier and submit the evaluation and recommendation to the department chair/school director.

3. The chair/school director will independently evaluate the dossier, review the department committee’s recommendation, and create his/her evaluation and recommendation. The chair/school director’s evaluation and recommendation, along with the Department Promotion Review Committee’s evaluation and recommendation will be forwarded to the dean.

4. The dean will call for an independent evaluation of the dossier and recommendation from the College Promotion Review Committee. The results will be submitted to the dean. In the event the supervisor is not the dean of the candidate’s home department, the dean will request that the administrative supervisor create an independent evaluation of the candidate’s administrative duties. This evaluation will be returned to the dean.

5. The dean will evaluate the candidate based on review of the dossier, all evaluations and recommendations from the Department Promotion

F-2
Review Committee, the chair/school director, the College Promotion Review Committee and the candidate’s administrative duties. The dean will add his/her evaluation and recommendations and forward all evaluations and recommendations to the provost/vice president for academic affairs.

6. The provost/vice president for academic affairs will review all evaluations and recommendations and present his/her final recommendation to the president who then will submit a recommendation to the board for approval.

7. If promotion in rank is approved, there will be no salary increase above the current administrative staff salary level. If the candidate subsequently returns to a full-time faculty position, s/he will be salaried according to his/her current faculty rank, including any promotion which may have occurred during the candidate’s administrative service.
* Number corresponds to step number in narrative section of Appendix F.
APPENDIX G

FACULTY GRIEVANCE BOARD

PROCEDURES FOR THE UNIVERSITY OF CENTRAL OKLAHOMA
FACULTY GRIEVANCE BOARD
(adopted by the Board effective March 9, 2004)

It is the Right and Privilege of every full-time faculty member at the University of Central Oklahoma to engage in the Grievance Process and to request to come before the Faculty Grievance Board.

G.1 THE ROLE OF THE FACULTY GRIEVANCE BOARD

The Faculty Grievance Board is an integral part of the university’s processes for assuring that the policies and procedures of the university are followed and applied appropriately with regard to the faculty. The board investigates and examines alleged grievances, and then makes written recommendations to the president of the university concerning disposition of those grievances.

As guidance in resolving matters before the Faculty Grievance Board, members of the board shall use the provisions set forth in this document. For further clarity, the board may also examine the current version of the AAUP Redbook, also known as the AAUP Policy Documents & Reports, the guidelines set forth in the University of Central Oklahoma Faculty Handbook, and the policies of the Board of Regents of the Regional University System of Oklahoma.

G.2 THE BOARD’S MEMBERSHIP AND SELECTION PROCEDURES

A. The board shall consist of seven tenured members: three appointed by the president of the university and four appointed by the president of the faculty senate. Each individual faculty senate appointee must be confirmed by a majority vote of the senate. No more than two representatives shall come from the same college and no more than one representative shall come from any one department/school.

B. The terms of the board members shall be for three years with consecutive terms prohibited. Terms shall start at the beginning of the fall semester and finish three years later at the beginning of another fall semester.

C. At the beginning of each fall semester the board shall elect a “chairperson” by
a majority vote. The chairperson shall serve until the beginning of the next fall semester and shall have the power to appoint a “recorder” and “investigator” for each grievance before the board.

D. A vacancy on the board shall be filled through the same processes used to make the original appointment, and the replacement board member shall serve only for the remainder of the vacated term.

G.3 CONFIDENTIALITY STATEMENT

Confidentiality is an integral part of the grievance process. Any individual participating in the grievance process shall hold all deliberations, votes, recommendations, or any other information in strictest confidence, subject only to an established appeals process or subpoena. Because the grievance document is confidential, it should only be seen by the grievant(s), legal counsel for the grievant(s), the respondent(s), legal counsel for the respondent(s), the president of the university, the university attorney, and members of the board, unless the grievant(s) waive confidentiality for a specific individual.

Those persons engaged in the grievance process are specifically advised that upon examining an alleged grievance, all members of the board shall:

A. Restrict themselves to the professional matters that concern policies and procedures.

B. Restrict the investigation to the immediate issue(s).

C. Discuss grievances only with those immediately involved.

D. Refrain from discussing any aspects of the grievance with those involved in the case outside established procedures. However, the grievance board chair may discuss procedural matters with any participants in the case at any time.

E. Recuse themselves if they are involved in the grievance or so closely associated with the grievant(s) or respondent(s) as to compromise the integrity of the process.

G.4 DEFINITION OF A GRIEVANCE

A grievance is an allegation that there has been a violation, misinterpretation, misapplication, or inequity in administering the policies, practices, or procedures that govern the university
in its relationships with faculty. The board does not replace any of the university’s other “Official Grievance Procedures,” and will not accept grievances that are clearly under the jurisdiction of:

A. the Faculty Senate,
B. the Traffic Appeals Board,
C. The Appellate Committee on Dismissal of Tenured Faculty.

Some grievances may be more appropriately discussed and filed with these entities, UCO Legal Counsel, or the Office of Academic Affairs.

G.5 PROCEDURES FOR FILING A GRIEVANCE

G.5.1 DISCUSSION WITH OMBUDSPERSON

The following sets forth the procedure to use in processing issues arising under Appendix G of the Faculty Handbook. The procedure shall begin with the potential grievant (the party who initiates the grievance) meeting with the Ombudsperson to discuss the grievance. If this discussion does not resolve the issue, the Ombudsperson may investigate and report findings in an effort to reach equitable resolutions to issues raised by potential grievant and respondent.

G.5.2. POSSIBLE SETTLEMENT THROUGH INFORMAL PROCESS

The Ombudsperson may arrange, attend, participate in, and keep records of meetings between potential grievant, respondent, and other relevant persons to explore possible resolution of issues.

G.5.3 SETTLEMENT REDUCED TO WRITING

A resolution of issues through the efforts of the Ombudsperson shall be evidenced by a written document specifying terms and conditions of resolution of the issues involved or the parties may choose to use an informal, verbal agreement.

G.5.4 MEDIATION

A. If the efforts of the Ombudsman are unsuccessful and a resolution of issues cannot be reached, the Ombudsman shall inform both parties of the availability of mediation and encourage them to mediate.

B. Mediation is voluntary and the potential grievant and respondent must agree to participate.

C. If a resolution of issues is reached through mediation, the terms and conditions of
the resolution shall be reduced to writing and sign by both potential grievant and respondent. The issues are then deemed resolved, and may not be raised again through any University process.

G.5.5  FORMAL GRIEVANCE

A. If the informal process outlined above fails to reach a successful settlement, the Ombudsperson shall instruct the potential grievant on the timelines for filing a grievance with the Faculty Grievance Board. The Ombudsperson shall also give the contact information for the board chair.

B. The potential grievant shall make an appointment with the chair of the Faculty Grievance Board in order to be instructed on how to complete the grievance packet and to be informed of the board’s procedures. At this time, the board chair shall provide the potential grievant with a copy of the board’s procedures from the appropriate faculty handbook pages relating to the Faculty Grievance Board. The chair of the board shall also provide the potential grievant with a complete list of the current board members.

G.5.6  GRIEVANCE FILING DEADLINES

A. Denial of Tenure: According to the Tenure and Promotion guidelines (B.6r as an example), “This grievance must be made no later than twenty (20) working days after the certified receipt of the written notification from the provost/vice president for academic affairs.”

B. Denial of Promotion: According to the Tenure and Promotion guidelines (B.9r as an example), “This grievance must be made no later than twenty (20) working days after the certified receipt of the written notification from the provost/vice president for academic affairs.”

C. All Other Grievances: All other grievances must be filed before the end of the fall or spring semester that immediately follows the date of the action being grieved against.

D. Under the tenure and promotion guidelines, grievances may be filed while faculty members are asked to submit a Faculty Improvement Plan and/or other corrective documents to the appropriate parties. In such a case, the faculty member is ex-
pected to continue to file such documents which may include the Faculty Improvement Plan, on time and meet the deadlines set by his/her department/school, and/or college for this action. The grievant should indicate in the Faculty Improvement Plan that a grievance has been filed and that depending upon the outcome of said grievance, subsequent changes to the Faculty Improvement Plan may be made.

If there is more than one potential grievant in a particular case, the potential grievants must file their cases separately. Each grievant may request in writing that her/his case be joined for the purposes of investigating and hearing the grievance. If the decision is made to hold a joint grievance hearing, those grievants shall share their one-hour time period during the hearing and each may speak and have counsel or other individuals present. Since this is a joint decision, both grievants may be present during each other’s testimony. Each grievant may also call witnesses on his/her behalf during that one-hour time period. The final outcome in a joined case will be one recommendation presented to the President of the university. The names of all grievants shall be included in the report to the president.

If a potential grievant decides to proceed, he/she shall complete the grievance packet.

_The Grievance Packet shall contain three sections:_

**Section 1: Faculty Grievance Cover Sheet**

A. Print or type the information requested and make sure to sign the document if consent is given to have documents accessed by the members of the board for the purpose of investigating the grievance.

B. A grievance must clearly indicate against whom the grievance is made. This person shall hereafter be referred to as the respondent. If a tenure or promotion committee is listed as the respondent (departmental or college) by the grievant, the chair of that committee will serve as the representative of that committee for the purposes of being the respondent. Because the Faculty Grievance Board reports directly to the president of the university, the president cannot be named as a Respondent. If the president is named as a respondent, the Faculty Grievance Board will decide to refuse to hear that part of the case.

Section 2: **Description of the Grievance** -- Include a clear statement of the action prompting the grievance.
A. This statement should clearly delineate who took what specific action.

B. The grievant shall document the chronology of events that culminated in the grievance action.

C. The grievant should be as clear as possible about the dates of actions pertinent to the grievance.

D. If the grievant includes the names of other people in the document, particularly potential witnesses besides the respondent(s), the grievant should be aware that those people cannot view the document, or even a portion of the document, without the grievant providing a waiver of confidentiality. Thus, the grievant is strongly advised to inform any persons, particularly witnesses, of their inclusion in the document before it is submitted. It would also be appropriate to inform the board at the time the document is submitted if the grievant has waived confidentiality with any individuals besides the grievant’s counsel. This should be done in writing.

E. The grievant shall make references to any documents contained in section three (3) of the grievance packet, citing page numbers in parentheses, i.e. (pg. 10).

F. The grievant shall address the policies or practices violated, referencing the faculty handbook and written college or department/school policies that were in effect at the time of the actions under contention, using section numbers when appropriate.

G. The grievant shall include specific recommendations to the Faculty Grievance Board to resolve the grievance (i.e. what does the grievant want the Faculty Grievance Board to recommend to the president?). These could include, depending on the case, a recommendation for promotion or tenure, a rewrite of an annual review in specific sections, the removal of documents from a personnel file, etc.

Section 3: Supporting Documents

A. All written materials appropriate to this grievance (letters, evaluations, e-mails, improvement plans, etc.) are to be included in chronological order.

B. All pages are to be numbered sequentially, as an example, page 1, page 2.

C. A paper or binder clip shall be used to hold the material together.

D. All sections of the packet shall be put into large envelopes marked “Confidential.”
These envelopes containing copies of the completed grievance packet shall be submitted to the board chair.

E. Make sure to sign one copy of the grievance document. Then, submit the original and 6 additional copies of that original grievance packet (a total of 7 for the 7 members of the board) and one copy for each respondent to the grievance board chair. This guarantees that all grievant(s), respondent(s), and board members receive a signed copy of the document.

G.6 BOARD PROCEDURES AFTER THE RECEIPT OF FORMAL GRIEVANCE

A. Within a week after a grievance is received, the chair of the board shall deliver all copies of the grievance packet to the respondent(s) and to all members of the board. During breaks (particularly the winter break, spring break, and the summer), deliveries may not occur within that one-week time frame, but the chair should make every effort to ensure that the above named participants receive the document as soon as possible. The board does meet during the fall and spring semesters whenever there is a case, but it must be understood that because of faculty schedules the board may not meet during the summer.

B. In the event a member of the board has a conflict of interest in the matter before the board, he/she shall recuse himself/herself from the case. Recusals may occur if a member of the board is directly involved in the case, or is so closely associated with the grievant(s) or respondent(s) that it compromises the integrity of the grievance process. In cases of doubt, a board member may consult with the board chair and/or other members of the board before deciding to recuse himself/herself in the case. If there is a recusal, the case shall proceed without the missing member(s), so long as there are at least four (4) members who have agreed to hear the case. A grievant or respondent may suggest to the board in writing that a board member recuse himself/herself, but in that case the member, after consulting the board, can decide whether in fact there shall be a recusal.

C. All respondent(s) shall be given a copy of the board’s procedures and a list of all current board members.
D. All respondent(s) will be informed at the time the procedures are distributed that they may present the board with a written response to the grievance at any time up until they are notified that there is a hearing or one week after they are notified there shall not be a hearing. All respondent(s) will also be informed that if a written response is made copies must be given to the grievant(s), the board, and any other respondent before testimony may be heard.

E. Using the above definition of a grievance (see D), the board will first make a preliminary determination as to whether the case comes within the purview of the board. If the case is judged not to be within the board’s purview, the matter will be dismissed without prejudice and the grievant(s) and respondent(s) shall be informed of such in writing. If the board determines that the grievance is within its purview, the board chair will inform the president of the university that a grievance has been filed. grievant(s) and respondent(s) shall be notified in writing of this action by the chair. At this time, the president and UCO Legal Counsel shall each receive a copy of the grievance. All notifications must be delivered within one week of the board’s deliberation.

F. The board may conduct an investigation to discuss the case, gather additional materials, and prepare questions for the grievant(s) and the respondent(s). The duration of this investigation is to be determined by the board.

1. If additional information is needed from the grievant(s) and/or respondent(s), a letter shall be sent to them requesting that information and they shall be given at least one week to respond to that request.

2. If a request is sent to one or more of the participants, all grievant(s) and respondent(s) shall receive a copy of said letter to keep everyone fully informed.

3. If any further documentation is gathered as a result of said letter, or by the board on its own, the grievant(s) and respondent(s) shall each get a copy of those additional materials. They shall be attached to the original grievance and numbered as A1, A2, etc. for the first participant, B1, B2, etc. for the
second participant, and so on to distinguish the additional materials from the original grievance that was filed.

4. The one exception to F.6.3. above can occur during a tenure and promotion (T&P) case. If it is a T&P case, the board after it agrees to hear the case shall send a letter to the dean of that college requesting that the dossier shall be sent to the Office of Academic Affairs. If the board asks to see the dossier, the Office of Academic Affairs shall make it available to the board [and to the grievant(s) and respondent(s) if there is a hearing], but copies of the contents do not need to be sent to all participants. After the recommendation on the grievance has been sent to the president, the dossier will be returned back to the candidate.

G. If at any point during the grievance proceedings for a case, either side believes that there may be a situation where the grievance can be settled without reaching the end of the grievance, that party should approach the board chair with his/her suggestions for ending the grievance. The board chair will then present this suggestion to the board for consideration and a vote.

H. A hearing may be scheduled by the board. If there is a tie in the vote for calling a hearing, the vote will go in favor of having a hearing. If there is a hearing, board members, grievant(s), and respondent(s) shall be notified in writing at least one week prior to a potential hearing date.

I. If the board does not call a hearing, the grievant(s) and respondent(s) shall be notified in writing within one week. At this time, the grievant(s) and respondent(s) shall have at least one week from the date on the letter as determined by the board to respond in writing to the board with any supplemental materials that the individuals want the board to consider in making its deliberations.

1. If a written response is made, the grievant(s), the board, and the respondent(s) shall have received copies of said material before the board starts its deliberations.

2. Once those materials are distributed, the grievant(s) shall have one week from the date those materials are received to respond in writing.
response(s) shall be limited to just any newly submitted materials, whether requested by this process or by a prior letter from the board.

3. Once any additional materials have been received by the grievant (i.e. step F.9.b), the investigatory period shall be considered officially closed, and the board shall move into its deliberations.

G.7 RULES AND PROCEDURES FOR THE FORMAL HEARING

A. The board chair shall arrange a bifurcated hearing, a hearing that has been divided into parts, one for each grievant and each respondent, and shall serve written notice to all persons involved in the case, including witnesses, specifying the dates, times, and places for this bifurcated hearing. The hearing must be convened at a neutral location on the university campus and should occur within a reasonable time frame after the grievant(s) and respondents have been notified.

B. Conduct of the Hearing:

1. Each participant in the hearing must be allowed to present testimony, i.e. if the grievant is called to testify, then respondent(s) must be called to testify as well, and vice versa.

2. Each grievant and each respondent shall present testimony at different times/dates during this bifurcated hearing. The grievant(s) shall present their case first, and the respondents shall present their case second.

3. Each grievant and each respondent will be given no more than sixty minutes to present his or her case at a hearing. This time period may include any testimony by the grievant or respondent as well as testimony by any witnesses who the individual shall bring forth to make his/her case. This time period may be extended at the board’s discretion, but if done so, must be done equally for all grievant(s) and respondent(s).

4. The right of grievant(s) and respondent(s) to observe the hearing shall be guided by the following rules of procedure:

   a. If the first grievant is presenting his/her case, the other grievant(s) shall not be present. This is to avoid the tainting of testimony by either side
in front of the board. The only exception to this rule shall be when the grievants have decided to join their case for a single outcome.

b. If the first respondent is presenting his/her case, the other respondent(s) shall not be present.

c. When grievant(s) or respondent(s) are observers (i.e. if they are there for the purpose of watching the other side testify subject to the above rule), each of the grievant(s) and respondent(s) will be entitled to a 15-minute rebuttal after the other side has presented its case. The time period for this rebuttal can be extended by the board, but if done so, must be extended for all grievant(s) and respondent(s) equally. In the case of joint decision, both grievants will each receive a 15-minute rebuttal.

5. The grievant(s) and respondent(s) each have a right to be advised by counsel and/or other individuals during the proceeding. This counsel and/or other individuals may only advise the person and may not speak to the board or to other parties attending the hearing. If either side is advised by counsel or other individuals giving advice, it must notify the board chair at least 72 hours in advance of the hearing date so that both sides are aware of whether counsel or other individuals giving advice shall be present. As stated in Section C, and in G.7.6.a below, legal counsel for either the grievant(s) or respondent(s) may see the grievance document.

6. A witness is defined as a person who has a direct involvement in the case, and is not the participant’s counsel or other individual designed to provide advice to the participant. If the participants [grievant(s) or respondent(s)] plan to bring witnesses to testify, they should notify the board chair at least 72 hours in advance of the hearing date so that all parties may be informed as to who will be present at the hearing. This list of witnesses does not need to be submitted at the time the original grievance is filed, but shall be presented only when a hearing is called by the board.

a. Because the grievance document is confidential, it should only be seen by the grievant(s), legal counsel for the grievant(s), respondent(s), legal
counsel for the respondent(s), the president of the university, UCO Legal Counsel, and members of the board, unless the grievant(s) waive their confidentiality with a specific individual. Thus, witnesses are not entitled to ask the board to reveal any part of that document, even if a witness is specifically mentioned by name in the grievance. Respondents are also prohibited from allowing a witness to read or see the grievance. The Faculty Grievance Board during the hearing may ask questions of a witness that reference a section of the grievance document.

b. Only one witness can be in the hearing room at the same time and only when that person is testifying or being asked questions by the board. This not only prevents the tainting of witness testimony in front of the board, but also protects the grievant(s)’ right to confidentiality in the grievance process. Thus, as a witness is needed by either the grievant(s) or respondent(s), he/she shall be called into the room one at a time.

c. Because the Faculty Grievance Board is an investigative body, it too may call witnesses of its own choosing. If the board chooses to do so, it must inform the grievant(s) and respondent(s) at least 72 hours in advance of the hearing date so that all parties may be informed as to who will be present at the hearing. The board can ask witnesses to speak during a hearing when either a grievant or respondent is testifying, but the witness will speak on the board’s time, not during the grievant(s)’ or respondent(s)’ one-hour time period.

d. If the grievance involves a tenure and promotion decision, under the university tenure and promotion (T&P, hereafter) document, members of the department/school, and college T&P committees “shall hold all deliberations, votes, recommendations, or any other information in strictest confidence, subject only to the established appeals process and subpoena” (ex. B4, T&P document). According to that same T&P document, the Faculty Grievance Board is the established appeals process for tenure and promotion (see B.6.r., T&P Document).
e. As a result, the members of department/school, and college T&P committees are excused from the T&P statement of confidentiality only to fulfill their obligations in the appeals process. Once that information is revealed to the Faculty Grievance Board, the rules of confidentiality though still apply outside the grievance process.

f. However, no witness shall be called upon to reveal his/her individual votes at the department/school, or college T&P committee levels.

g. If one or more of these committees is listed as a respondent by the grievant, the chair of that committee shall serve as the representative of that committee for the purposes of being the respondent.

h. Because of the confidentiality of the T&P process, witnesses could be called without the grievant knowing whether or not the witness supported the grievant during that process. As a result, witnesses, particularly those on T&P committees, may speak for or against the grievant(s), even when called by the grievant(s). The same is true when called by the respondent(s). In order to protect the confidentiality of their individual T&P votes as much as possible, witnesses can describe both the positive and negative aspects of a T&P candidate, if appropriate.

i. If a T&P committee is named as a respondent, only the chair of that committee as the committee’s representative and not the members of the T&P committees can have access to the grievance document. If a T&P committee chair no longer works for the university, the appropriate body shall designate an alternate chair taken from the membership of the original committee.

j. Any witness has the right to refuse to testify without prejudice. The witness, however, must notify the board chair in writing within one week after the hearing date, though, that there was a refusal to testify.

k. A student who is currently being taught by the grievant(s) and/or
respondent(s) or who is in the major of the grievant(s) or respondent(s) shall not be called as a witness, because of the inherently unequal relationship that exists between a faculty member and his/her students. The board retains the right to intervene when a student witness is called to protect student witness integrity.

7. If a hearing participant wishes to submit written testimony, it must be submitted prior to the beginning of the hearing. Copies of such testimony shall be made available to all members of the board as well as to all other grievant(s) or respondent(s) in the case.

8. Once each participant in the hearing has presented his/her case, the board members may then ask questions of any and all participants and witnesses on the board's time, for as long as the board deems necessary.

9. A video recording shall be made of the hearing before the board. A copy of this video recording shall be maintained by the board chair until a recommendation has been made by the board to the university president. After this time, it and other documents pertaining to the grievance shall be maintained by the Office of Academic Affairs. These materials shall remain confidential, and shall be opened only under these circumstances:
   a. Once the university president has reached a decision, the grievant(s) or respondent(s) or their legal counsel can make a written request to the Office of Academic Affairs for a copy of any videotape of the board’s proceedings. A small fee may be charged for this service. The original videotape shall remain with the Office of Academic Affairs at all times.
   b. The materials are requested through a legal subpoena process.
   c. The materials are requested by the Faculty Grievance Board.

10. In a case where there are multiple grievants and/or respondents, either side in the case (grievants or respondents) may ask that their testimony may be heard as a unit, i.e. with all grievants sharing the grievant time during a hearing or with all respondents sharing the respondent time during a hearing.
a. During this shared hearing, the grievant(s) or respondent(s) shall share equally the one-hour time period. This request must be made at the time when the board chair is finalizing the dates/times for the hearing.
b. As with single testimonies, each person may be advised by counsel or another individual whose purpose is to give advice. The counsel/other individuals may not speak directly to the board but may advise the persons they are representing.

11. UCO Legal Counsel can provide legal advice to the Faculty Grievance Board, and if requested by the board, can appear at any hearing without prior notice to either the grievant(s) or respondent(s).

G.8 RULES AND GUIDELINES FOR BOARD DECISIONS

A. Once hearings before the board have been concluded and the board members agree that a sufficient investigation has been conducted, the board shall meet to deliberate a particular grievance. No person, other than members of the board, shall be present for its deliberations. No recording shall be made of the deliberations of the board.

B. The recommendations of the board,

1. shall be made by a quorum of at least four members, with a majority vote of those present representing a board decision.
2. shall be considered a joint decision, with individual votes and the distribution of those votes not being released.
3. shall be made in writing to the president of the university, with copies sent to the grievant and those specifically involved in the alleged grievance.
4. shall not be made public.

C. In the process of reaching a decision, the board must consider the following:

1. Was there sufficient evidence presented, in written or oral form, to convince the board member that the allegation(s) is/are as likely as not to be a true representation of the facts of the case (i.e. preponderance of the evidence)?
2. Did the grievant establish his/her case-in-chief?
3. Did the respondent(s) fail to participate? Should the respondent(s) fail to
participate, such action will constitute a major consideration in the board’s recommendation to the president.

4. Did the respondent(s) present a sustainable rebuttal supported by a preponderance of the evidence, i.e. is the rebuttal as likely as not to be a true representation of the facts of the case? The board will make a determination as to whether a sustainable rebuttal was supported by the evidence.

5. The board will send in writing its recommendation(s) to the president of the university, which will include the basic facts of the case, and the board’s reasons for making its recommendations. In cases where the board finds partial support/fault on the different sides, the board shall clearly indicate in making its decision which aspects of the decision supported the grievant(s) and which supported the respondent(s). The board when appropriate shall also indicate whether the grievant(s) established a case, or whether the respondent(s)’ rebuttal was more supported.

6. Regardless of the outcome, the board shall render its collective recommendation in writing, with a signature page attached including signature lines for all members of the board serving on the case. A copy of this recommendation shall be sent to the grievant(s) and to the respondent(s) within two weeks of the board’s determination as well as to the appropriate university officials, including the president of the university.

D. If a grievance is still being processed at the conclusion of a term, those on the board when the grievance was accepted will continue to serve to the conclusion of that grievance.

E. A copy of all grievances filed, all supporting documents requested, any video or audio tapes, any written recommendations made by the board, and any final outcomes decided by the president shall be housed by the Office of Academic Affairs after the board’s recommendation has gone to the president.

This is done so that as the membership of the board changes a continuous record is archived. These materials shall be kept for five years from the date the recommendation was made.
to the university president. After the five years have passed, the documents/video tape(s) shall be destroyed. These materials shall remain confidential, and shall be opened only under these circumstances:

1. Once the university president has reached a decision, the grievant(s) or respondent(s) or their legal counsel can make a written request to the Office of Academic Affairs for a copy of any videotape of the board’s proceedings. A small fee may be charged for this service. The original videotape shall remain with the Office of Academic Affairs at all times.

2. The materials are requested through a legal subpoena process.

3. The materials are requested by the Faculty Grievance Board.
Faculty Grievance
University of Central Oklahoma

Title of Grievance: ____________________________________________________________

Date of Filing: __________________________________________________________________

Respondent(s), or Person(s) being grieved against:
__________________________________________________________________________

Grievant’s Name: __________________________________________________________________

Department/School: ____________________________________________________________

College: _________________________________________________________________________

Date of Filing: __________________________________________________________________

UCO Phone extension: __________________________________________________________________

UCO Office Address: __________________________________________________________________

UCO E-mail Address: __________________________________________________________________

I hereby give my consent for the Faculty Grievance Board to obtain, review, and distribute these
documents and any from my personnel files for the sole purpose of investigating this particular
grievance according to the Faculty Grievance Board’s internal procedures as found in the Faculty
Handbook:

Signature: _________________________________________________________________________

Grievant

University of Central Oklahoma
Faculty Grievance Board
APPENDIX H
UNIVERSITY POLICY ON
FACULTY CONDUCT
APPENDIX H
UNIVERSITY POLICY ON FACULTY CONDUCT

H.1 INTRODUCTION
H.1.1 ACADEMIC FREEDOM

A. Regents’ Policy Statement

Academic freedom should be distinguished clearly from constitutional freedoms, which all citizens enjoy equally under the law. Academic freedom is an additional assurance to those who teach and pursue knowledge and, thus, pertains to rights of expression regarding teaching and research within specific areas of recognized professional competencies (Section 3.3.1d, RUSO) (See Chapter 2.10).

B. It is the policy of the university to protect academic freedom for faculty members, while ensuring fair, equitable, and responsible actions and behavior on the faculty’s part. Academic freedom confers certain privileges, but carries with it certain obligations and responsibilities on the part of faculty members. The university policy on faculty conduct:

1. Outlines the privileges that academic freedom confers to faculty, along with the obligations and responsibilities that go hand in hand with these privileges.

2. Encourages and preserves faculty integrity and the highest standard of ethical behavior and conduct among the faculty of the University of Central Oklahoma.

3. Establishes the procedure to address alleged violations of those obligations and responsibilities.

H.2 ETHICAL PRINCIPLES, FACULTY RESPONSIBILITIES, AND UNACCEPTABLE FACULTY CONDUCT
H.2.1 INTRODUCTION

A. Faculty members’ efforts in the areas of teaching and guiding students; pursuit of independent scholarship; and professional service to colleagues, to the university, and to the community require an adherence to the highest standards of professional conduct and ethical behavior.

The common areas in which unacceptable behavior may occur are listed below. This is not intended to be an exhaustive listing but is for illustration only.
H.2.2 SCHOLARSHIP

A. Regents’ Policy Statement

1. Faculty members are entitled to freedom regarding research and in the publication of the results, subject to the adequate performance of instructional and non-instructional duties. Patent and copyright ownership will vest consistent with Board policy (Section 3.3.1a, RUSO). (See Chapter 2 for more information.)

2. Faculty members are entitled to freedom in the classroom in discussing their subject, but faculty should be objective in teaching of a controversial matter which has relation to that subject and of controversial topics introduced by students. The faculty member should not introduce controversial matters which have little or no relation to the subject of instruction (Section 3.3.1b, RUSO).

3. Faculty members have responsibilities to their students. They shall encourage in students the free pursuit of learning and independence of mind, while holding before them the highest scholarly and professional standards. Faculty members shall show respect for the student as an individual and adhere to their proper role as intellectual guides and counselors. They shall endeavor to define the objectives of their courses and to devote their teaching to the realization of those objectives. A proper academic climate can be maintained only when faculty members meet their fundamental responsibilities regularly, such as preparing for and meeting their assignments, conferring with and advising students, evaluating fairly and participating in group deliberations which contribute to the growth and development of students and the university. All faculty members also have the responsibility to accept those reasonable duties assigned to them within their fields of competency, whether curricular, co-curricular, or extra-curricular. Faculty members make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflects their true merit. They do not exploit students for private advantage and acknowledge significant assistance from them. They protect students’ academic freedom (Section 3.3.2c, RUSO).

B. The faculty member must practice intellectual honesty by exercising critical self-discipline and judgment in using, extending, and transmitting knowledge. The faculty member is held to the highest standards of ethical behavior and professional conduct in his/her scholarly pursuits.

C. Examples of unacceptable conduct include, but are not limited to:

1. Falsification of credentials;
2. Plagiarism and other improper assignment of credit for work;
3. Improper use of information obtained by privileged access;
4. Scientific misconduct or misrepresentation or fabrication;
5. Failure to comply with federal, state, or university laws, regulations and/or policies governing research; and


H.2.3 TEACHING AND STUDENTS

A. Regents’ Policy Statement

1. Ethical Principles

   a. Faculty members are entitled to freedom in the classroom in discussing their subject, but faculty should be objective in teaching of a controversial matter which has relation to that subject and of controversial topics introduced by students. The faculty member should not introduce controversial matters which have little or no relation to the subject of instruction (Section 3.3.1b, RUSO).

   b. Faculty members have responsibilities to their students. They shall encourage in students the free pursuit of learning and independence of mind, while holding before them the highest scholarly and professional standards. Faculty members shall show respect for the student as an individual and adhere to their proper role as intellectual guides and counselors. They shall endeavor to define the objectives as of their courses and to devote their teaching to the realization of those objectives. A proper academic climate can be maintained only when faculty members meet their fundamental responsibilities regularly, such as preparing for and meeting their assignments, conferring with and advising students, evaluating fairly and participating in group deliberations which contribute to the growth and development of students and the university. All faculty members also have the responsibility to accept those reasonable duties assigned to them within their fields of competency, whether curricular, co-curricular, or extra-curricular. Faculty members make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflects their true merit. They do not exploit students for private advantage and acknowledge significant assistance from them. They protect students’ academic freedom (Section 3.3.2c, RUSO).

B. The faculty member must maintain awareness that his or her personal values affect the selection of courses, materials, and presentation style. In addition, the faculty member should:

1. Recognize and respect a diversity of opinion among students;

2. Demonstrate respect for the student as an individual;

3. Adhere to the proper role as their intellectual guide and counselor;
4. Make every reasonable effort to foster honest academic conduct and assure that the evaluation of students accurately reflects the student’s academic performance;

5. Avoid misleading students regarding the factual basis of ideas or findings;

6. Respect the confidential nature of the relationship between teacher and student; and

7. Avoid situations in which the actions of the faculty member may be affected by relationships or associations, i.e., sexual, family, or business, professional, or commercial relationships. (see 3.8 Relatives as Students)

C. Examples of unacceptable conduct include, but are not limited to:

1. Failure to meet the responsibilities of instruction including:
   a. Arbitrary or unwarranted denial of access to instruction;
   b. Repeated inclusion of material unrelated to course objectives to the extent that the objectives are compromised;
   c. Repeated failure, without legitimate reason, to adhere to the responsibilities of the faculty member to meet class, to keep office hours, and to hold examinations as scheduled;
   d. Repeated dismissal or cancellation of class, without legitimate reason, to the extent that course objectives are compromised; and
   e. Evaluation of student work by criteria not directly reflective of course performance.

2. Discrimination for or against a student for reasons of politics, race, religion, gender, national origin, disability, age, veteran status, sexual orientation, or for other arbitrary or personal reasons.

3. Use of the position or powers of a faculty member in such a manner that would violate the Sexual Harassment Policy (Chapter 2, Section 2.10).

4. Presenting research results in a biased manner to malign or privilege persons in arbitrary social categories.
H.2.4 THE UNIVERSITY

A. Regents’ Policy Statement

1. Ethical Principles
   a. The concept of academic freedom must be accompanied by an equally-de-
      manding concept of academic responsibility. The concern of the university
      and its members for academic freedom safeguards must extend equally to re-
      quiring responsible service, consistent with the objectives of the university
      (Section 3.3.2a, RUSO).
   b. Faculty members have responsibilities to their discipline and to the
      advancement of knowledge generally. Their primary obligation in this re-
      spect is to seek and to state the truth as they see it. To this end, they shall
      devote their energies to developing and improving their scholarly compe-
      tence. They shall exercise critical self-discipline and judgment in using,
      extending, and transmitting knowledge and they shall practice intellectual
      honesty (Section 3.3.2b, RUSO).
   c. Faculty members have responsibilities to the educational institution in
      which they work. While maintaining their right to criticize and seek revi-
      sions, they shall observe the stated regulations of the institution. Faculty
      members shall determine the amount and character of the work they do
      outside their institution with due regard to their paramount responsibili-
      ties within it. When considering the interruption or termination of his or
      her service, the faculty member recognizes the effect of such a decision
      upon the program of the institution and gives due notice of the decision
      (Section 3.3.2f, RUSO).
   d. Institutions of higher education are committed to open and rational discus-
      sion as a principal means for the clarification of issues and the solution of
      problems. In the solution of certain difficult problems, all members of the
      academic community must take note of their responsibility to society, to the
      institution, and to each other, and must recognize that at times the inter-
      ests of each may vary and will have to be reconciled. The use of physical
      force, harassment of any kind, or other disruptive acts which interfere
      with ordinary institutional activities, with freedom of movement from place
      to place on the campus, or with freedom of all members of the academic
      community to pursue their rightful goals, are the antitheses of academic
      freedom and responsibility. So, also, are acts which, in effect, deny freedom
      to speak, to be heard, to study, to teach, to administer, and to pursue re-
      search. It is incumbent upon each member of the academic community to be
      acquainted with his individual responsibilities, as delineated by appropriate
      institutional statements found in the faculty handbook (Section 3.3.2e, RUSO).

B. The university upholds the principle of academic freedom, providing the faculty
   member with free choice in matters of the presentation and delivery of curriculum.

   The faculty member must:
1. Seek above all to be an effective teacher and scholar;
2. Conform to the limits on academic freedom and faculty conduct imposed by state and federal laws and regulations, and policies and procedures of the Oklahoma State Regents for Higher Education, the Regional University System of Oklahoma, and the university; and
3. Remain acquainted with and conform to these laws, regulations, policies, and procedures.

C. The faculty member who undertakes work outside the university must do so in conformity with the policies of the Oklahoma State Regents for Higher Education, the Regional University System of Oklahoma, and the university. The amount and character of the outside work must not interfere with the faculty member’s responsibilities to the university.

D. Examples of unacceptable conduct:
   1. Failure to adhere to university policies and procedures, or the policies of the Oklahoma State Regents for Higher Education, the Regional University System of Oklahoma, or federal or state laws or regulations;
   2. Engaging in pursuits outside the university, whether commercial or not, which impede the performance of the faculty member’s responsibilities to the university as his or her employer;
   3. Failure to report correctly activities outside the university when reporting is required by the policies and procedures of the Oklahoma State Regents for Higher Education and the Regional University System of Oklahoma, the State Ethics Commission, or university; and
   4. Detention, threats of physical harm to, harassment or intimidation of another member of the university community, or otherwise interfering with that person’s performance of university duties.

H.2.5 COLLEAGUES

A. Regents’ Policy Statement
   1. Faculty members have responsibilities to their colleagues, deriving from common membership in a community of scholars. They shall
respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they should show due respect for the opinions of others. They shall acknowledge their academic debts and strive to be objective in the professional judgment of their colleagues. Faculty members accept a reasonable share of faculty responsibilities for the governance of the university (Section 3.3.2d, RUSO).

B. Examples of unacceptable conduct include, but are not limited to:

1. Making evaluations of the professional competence of faculty members by criteria not directly reflective of performance of appropriate duties or responsibilities of their position; and

2. Discrimination for or against faculty members for reasons of politics, race, religion, sex, national origin, disability, age, veteran status, sexual orientation, or for other arbitrary or personal reasons.

H.2.6 THE COMMUNITY

A. Regents’ Policy Statement

B. Ethical Principles

1. University faculty members are individuals, members of a learned profession, and representatives of a university. When faculty members speak or write as individuals, they should be free from institutional censorship or discipline, but faculty position in the community imposes special obligations. As persons of learning and education representatives, the faculty members should remember that the public may judge the profession and the university by extramural utterances. Hence, each faculty member should, at all times, be accurate, should exercise appropriate restraint, should show respect for the opinion of others and should make every effort to indicate that faculty do not speak on behalf of the university (Section 3.3.1c, RUSO).

2. Faculty members have responsibilities to their community. As a person engaged in a profession that depends upon freedom for its health and integrity, the faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom (Section 3.3.2g, RUSO).

H.3 PROCESS FOR ALLEGED MISCONDUCT BY A FACULTY MEMBER

A. The process that follows sets forth procedures to use in processing issues arising from complaints by students, staff or other faculty members. This process does not apply to the following matters for which separate processes are otherwise established:
1. Matters involving sexual harassment;
2. Matters involving discrimination or harassment based on race, color, national origin, age, sex, religion, disability, or sexual orientation; and
3. Matters properly dealt with by the Grade Appeal policy.

B. Informal Resolution of Student and Staff Complaints against Faculty Members
   1. Complainant and Respondent must make good-faith efforts to resolve their dispute. If they are unsuccessful, the parties must make good faith efforts to resolve the issues by discussing their concerns with the chair and/or dean.
   2. A settlement of issues may be evidenced by a written document specifying terms and conditions of resolution of the issues involved, or the parties may choose to use an informal, verbal agreement.
   3. If the efforts of the chair and/or dean are unsuccessful and a resolution of issues cannot be reached, the chair and/or dean shall inform both parties of the availability of mediation and encourage them to mediate.
   4. Mediation is voluntary and both Complainant and Respondent must agree to participate.
   5. If a resolution of issues is reached through mediation, the terms and conditions of the resolution shall be reduced to writing and sign by both Complainant and Respondent. The issues are then deemed resolved, and may not be raised again through any university process.

C. Informal Resolution of Faculty Complaints against Faculty Members
   1. Complainant and Respondent must make good-faith efforts to resolve their dispute. If they are unsuccessful, the parties must make good faith efforts to resolve the issues by discussing their concerns with the chair and/or dean. If these discussions do not resolve the issue, either party may request intervention by the Ombudsperson.
   2. The Ombudsperson may investigate and report findings in an effort to reach equitable resolutions to issues raised by Complainant and Respondent.
   3. The Ombudsperson may arrange, attend, participate in, and keep records of meetings between Complainant and Respondent, department chair/school-
director, dean and other persons to explore possible settlement of issues.

4. A settlement of issues may be evidenced by a written document specifying terms and conditions of resolution of the issues involved, or the parties may choose to use an informal, verbal agreement.

5. If the efforts of the Ombudsman are unsuccessful and a resolution of issues cannot be reached, the Ombudsman shall inform both parties of the availability of mediation and encourage them to mediate.

6. Mediation is voluntary and both Complainant and Respondent must agree to participate.

7. If a resolution of issues is reached through mediation, the terms and conditions of the resolution shall be reduced to writing and sign by both Complainant and Respondent. The issues are then deemed resolved, and may not be raised again through any university process.

D. Formal Grievance

1. If the informal resolution process is unsuccessful in resolving the issues between the faculty member and the student or staff:
   a. the complainant shall bring the issue to the Office of Academic Affairs.

2. If the informal resolution process is unsuccessful in resolving the issues between the faculty members:
   a. the Ombudsman shall inform the Complainant that he or she may file a grievance with the Faculty Grievance Board as provided for in Appendix G. The Ombudsperson shall provide a copy of Appendix G to the Complainant and inform the Complainant of the time limitations for filing the grievance.

E. Records

1. Upon the completion of the informal resolution and mediation process, any records produced by the Ombudsperson shall be deposited with the University’s Office of Legal Counsel for retention and destruction according to state law. The Ombudsperson may not participate or furnish information in the formal grievance process, nor may any of the Ombudsperson’s records be used for any purpose at the Formal Grievance level.
APPENDIX I
UNIVERSITY OF
CENTRAL OKLAHOMA
EQUAL OPPORTUNITY POLICY:
PROHIBITING DISCRIMINATION
AND HARASSMENT AS DEFINED,
INCLUDING SEXUAL HARASSMENT
APPENDIX I
UNIVERSITY OF CENTRAL OKLAHOMA
EQUAL OPPORTUNITY POLICY: PROHIBITING DISCRIMINATION AND HARASSMENT AS DEFINED, INCLUDING SEXUAL HARASSMENT

I.1 EQUAL OPPORTUNITY STATEMENT

The University of Central Oklahoma (University) is committed to an inclusive educational and employment environment that provides equal opportunity and access to all qualified persons. The University will continue its policy of fair and equal employment and educational practices without discrimination or harassment because of actual or perceived race, creed, color, religion, alienage or national origin, genetic information, ancestry, citizenship status, age, disability or handicap, gender, marital status, veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by applicable federal, state, or local law. Discrimination or harassment in violation of this policy should be reported to the Affirmative Action Officer (Office of Legal Counsel) in person at 114D Lillard Administration, or by phone at (405) 974-3377 or fax at (405) 974-3807. After office hours or on holidays, the report may be made by contacting University Police Services at (405) 974-2345.

Approved by Cabinet & President February 19, 2013.

I.2 UNIVERSITY OF CENTRAL OKLAHOMA
EQUAL OPPORTUNITY POLICY: PROHIBITING DISCRIMINATION AND HARASSMENT AS DEFINED, INCLUDING SEXUAL HARASSMENT

I.2.1 Discrimination and Harassment Policy.
I.2.2 Sexual Harassment Policy.
I.2.3 Sanctions.
I.2.4 Retaliation Prohibited.
I.2.5 Designation of Coordinators.
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I.2.1 DISCRIMINATION AND HARASSMENT POLICY

The University of Central Oklahoma is committed to an inclusive educational and employment environment that provides equal opportunity and access to all qualified persons. Therefore, it is the policy of the university to provide and maintain fair and equal employment and educational practices. Discrimination or harassment because of race, creed, color, religion, alienage or national origin, genetic information, ancestry, citizenship status, age, disability or handicap, gender, marital status, veteran status, sexual orientation, gender identity, or any other characteristic protected by applicable federal, state, or local law, is prohibited.

I.2.2 SEXUAL HARASSMENT POLICY

The University of Central Oklahoma is committed to an environment for all employees and students which is safe, fair, humane, and respectful and which supports and rewards employee and student performance on the basis of relevant considerations such as ability and effort. Behaviors which inappropriately assert sexuality as relevant to employee or student performance are damaging to this environment. Sexual harassment by any member of the university community is a violation of law, Board of Regents’, and university policy and will not be tolerated. Employees must refrain from any harassment or discriminatory treatment of students and other employees. Sexual harassment will be dealt with promptly and confidentially by the university administration.

A. DEFINITION OF SEXUAL HARASSMENT:

Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:

1. When submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or academic standing;
2. When submission to or rejection of such conduct by an individual is used as the
basis for employment or academic decisions affecting such individual; or

3. When such conduct has the purpose of effect of unreasonably interfering with an individual’s work or academic performance or creating an intimidating, hostile, or offensive working or academic environment. (Section 5.6.1 RUSO)

B. EXAMPLES OF PROHIBITED CONDUCT:
Conduct, whether in person, in writing, by telephone, through social media, by electronic means, or otherwise, which is prohibited by this policy includes, but is not limited to:

1. Unwelcome sexual flirtation, advances, or propositions for sexual activity;
2. Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes;
3. Sexually degrading language used to describe an individual;
4. Remarks of a sexual nature used to describe a person’s body or clothing;
5. Display of sexually demeaning objects and pictures;
6. Offensive physical contact, such as unwelcome touching, pinching, or brushing the body;
7. Coerced sexual intercourse;
8. Sexual assault; or
9. Actions indicating that benefits will be gained or lost based on response to sexual advances. (Section 5.6.1 RUSO)

C. SEXUAL VIOLENCE:
Sexual violence is a particularly pernicious form of sexual harassment. Sexual violence on campus, at university-related events, and against students or employees constitutes an emergency that will be reported to proper law enforcement authorities. The university may immediately suspend any employee or student reasonably believed to have committed sexual violence against a person in violation of this policy, with notice and hearing to follow promptly. The university has established procedures for timely reporting, investigation, and resolution of sexual violence incidents. (Section 5.6.1 RUSO)

D. DEFINITION OF SEXUAL VIOLENCE:
Sexual violence includes, but is not limited to:

1. Rape as defined by 21 Okla.Stat. §1111.1;
2. Rape by instrumentation as defined by 21 Okla.Stat. §1111.1;
3. Forcible sodomy as defined by 21 Okla.Stat. §888;
4. Assault as defined by 21 Okla.Stat. §641 when committed in a sexual context, in furtherance of sexual demands, or because of a person’s sex or sexual orientation;
5. Battery as defined by 21 Okla.Stat. §642 when committed in a sexual context, in furtherance of sexual demands, or because of a person’s sex or sexual orientation;
6. Aggravated assault and battery as defined by 21 Okla. Stat. §646 when committed in a sexual context, in furtherance of sexual demands, or because of a person’s sex or sexual orientation;
7. Stalking as described by 21 Okla. Stat. §1173 when committed in a sexual context, in furtherance of sexual demands, or because of a person’s sex or sexual orientation;

8. Sexual battery as defined by 21 Okla. Stat. §1123(B);

9. Any sexual act involving a child as described in 21 Okla. Stat. 1123(A);

10. Maliciously intimidating or harassing or attempting to maliciously intimidate or harass another person because of that person’s sex or sexual orientation; or

11. Inciting others, or attempting to incite others to maliciously intimidate or harass another person because of that person’s sex or sexual orientation. (Section 5.6.1 RUSO)

I.2.3 SANCTIONS
Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion. (Section 5.6.1 RUSO)

I.2.4 RETALIATION PROHIBITED

Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of prohibited discrimination and/or harassment, sexual harassment, sexual conduct with a student or employee, sexual violence, or other sexual harassment will be treated as a separate and distinct violation of this policy.

I.2.5 DESIGNATION OF COORDINATORS

The University’s Senior Legal Counsel and Legal Counsel are designated to coordinate compliance with this policy and to insure a timely and complete investigation and resolution of complaints arising hereunder.

A. The University’s Senior Legal Counsel is appointed as the Title IX Coordinator, Title VII Coordinator, and as coordinator of Section 504 of the Rehabilitation Act of 1974 compliance.

B. The University’s Legal Counsel is appointed as the Deputy Title IX Coordinator, Deputy Title VII Coordinator, and as Deputy Coordinator of Section 504 of the Rehabilitation Act of 1974 compliance.

C. The office address of the senior Legal Counsel and Legal Counsel is Room 114 Lillard Administration Building, 100 N. University Drive, Edmond, OK 73034. The telephone number is (405) 974-3377. The fax number is (405) 974-3807. The email address for the Senior Legal Counsel is bmorelli@uco.edu. The email address for the Legal Counsel is ekerr@uco.edu.
D. The regular office hours are 8:00 a.m. – 5:00 p.m., Monday – Friday. Before or after office hours, on weekends, or during university holidays when offices are closed, persons wishing to report discrimination or harassment may contact the university Police Services office at (405) 974-2345.

E. Hereinafter, these individuals are referred to as the “Coordinator” and “Deputy Coordinator.”

### 1.2.6 INITIATING COMPLAINTS OF DISCRIMINATION AND/OR HARASSMENT, INCLUDING SEXUAL HARASSMENT

A. Any employee, student, applicant for employment or admission, visitor, or other non-affiliated individual may initiate a complaint by contacting either of the following:

Brad Morelli, Senior Legal Counsel  
Room 114, Lillard Administration Building  
100 N. University Drive  
Edmond, OK 73034.  
Phone: (405) 974-3377  
Fax: (405) 974-3807  
Email: bmorelli@uco.edu

-or-

Elizabeth H. Kerr, Legal Counsel  
Room 114, Lillard Administration Building  
100 N. University Drive  
Edmond, OK 73034  
Phone: (405) 974-3377  
Fax: (405) 974-3807  
Email: ekerr@uco.edu.

B. Students wishing to initiate a complaint should contact the Coordinator and/or Deputy Coordinator using the contact information listed in Section A above.
1. In addition, students may initiate a complaint of discrimination or harassment against another student by contacting the Office of Student Conduct as follows:

   Office of Student Conduct  
   Room 213, Lillard Administration Building  
   100 N. University Drive  
   Edmond, OK 73034  
   Phone: (405) 974-3516  
   Fax: (405) 974-3817  
   Email: amartinez9@uco.edu

   In the case of complaints against students, the process for appeal is governed by The Code of Student Conduct found here: www.uco.edu/studentaffairs/conduct/forms-and-publications/code.asp.

2. Students may initiate a complaint of discrimination or harassment against a University employee, whether faculty or staff member, by contacting the Dean’s office of the college where the harassment or discrimination is alleged to have occurred. The contact information for each college is as follows:

   College of Business, Office of the Dean  
   Room 100, Business Building  
   100 N. University Drive  
   Edmond, OK 73034.  
   Phone: (405) 974-2426  
   Fax: (405) 974-3821

   College of Education & Professional Studies, Office of the Dean  
   Room 213, Education Building  
   100 N. University Drive  
   Edmond, OK 73034.  
   Phone: (405) 974-5701  
   Fax: (405) 974-3851
C. Employees, whether faculty or staff, wishing to initiate a complaint should contact the Coordinator and/or Deputy Coordinator using the contact information listed in Section A above.
1. In addition, faculty or staff members may initiate a complaint of discrimination or harassment against a student by contacting the Office of Student Conduct.

2. Faculty or staff members may initiate a complaint of discrimination or harassment against an employee by contacting the Director of the Human Resources Department. Employees in academic units, both faculty and staff, may initiate a complaint of discrimination or harassment against an employee by contacting the Dean’s office of the college where the discrimination or harassment is alleged to have occurred. The contact information for the Dean’s offices can be found in Section B.2 above. The contact information for the Director of the Human Resources Department is as follows:

   Director of Human Resources Department  
   Room 204, Lillard Administration Building  
   100 N. University Drive  
   Edmond, OK 73034  
   Phone: (405) 974-2366  
   Fax: (405) 974-  
   Email: dfeinberg@uco.edu

D. Any individual at an off-site location, such as ACM@UCO, may initiate a complaint of discrimination or harassment to any of the offices above as appropriate, or to the on-site director of the program.

E. After-Hours or Holiday Complaints: In the event any individual wishes to initiate a complaint of discrimination or harassment after regular university office hours, or when offices are closed for university holidays, the individual should contact the University of Central Oklahoma Police Services. Their telephone number is 405-974-2345.

I.2.7 CONFIDENTIALITY

A. Every reasonable effort will be made to protect the privacy and confidentiality of all parties during the investigation, consistent with and subject to the University’s
need to investigate the complaint and/or implement decisions made in order to resolve the complaint. It must be understood that in order to permit the University to carry out its obligation to investigate all complaints fairly, and to ensure that non-discrimination is a reality within the University community, no representative of the University is authorized to promise complete confidentiality to any person who possesses information relevant to the investigation of a complaint, including the complainant.

B. Any individual who requests confidentiality before disclosing a complaint must be informed that because any apparent violation of University policy must be addressed, complete confidentiality may not be possible. An individual who insists on confidentiality as a condition of disclosing a complaint may be advised of the opportunity to consult with the Employee Assistance Program (EAP) or Student Counseling Center, with whom such matters may be discussed in confidence. Consulting with EAP or the Student Counseling Center does not constitute the initiation of a complaint. Medical and mental health professionals are not representatives of the University for this purpose and are not authorized to investigate or respond to complaints.

I.2.8 APPEALS FOR CODE OF STUDENT CONDUCT COMPLAINTS

A. In the event that either the complainant or accused believe that the resolution of the complaint has not rectified the situation, an appeal may be made.

B. In the case of complaints against students, the process for appeal is governed by The Code of Student Conduct found here: www.uco.edu/studentaffairs/conduct/forms-and-publications/code.asp.

I.2.9 RUSO TIP LINE

In addition to the above methods to report discrimination or harassment, the Board of Regents of the Regional University System of Oklahoma, which governs the university, has established a “RUSO Tip Line” which is managed by EthicsPoint. The RUSO Tip Line allows concerns to be submitted anonymously.
A. An employee, student, applicant for employment or admission, visitor, or other non-affiliated individual may report incidents of discrimination or harassment online using the RUSO Tip Line. The complaining party should visit www.ruso.ethicspoint.com which is a secure server administered by EthicsPoint.

B. An employee, student, applicant for employment or admission, visitor, or other non-affiliated individuals may also report incidents of discrimination or harassment by calling toll-free 866-898-8438. An EthicsPoint Contact Center Specialist will facilitate the call and compile the required information from the complaining party.

C. EthicsPoint will forward the required information to designated RUSO and university officials who will then conduct an appropriate investigation and resolution.

D. An employee, student, applicant for employment or admission, visitor, or other non-affiliated individual is also encouraged to continue communicating any concerns directly to appropriate campus offices, as listed above.

I.2.10 INVESTIGATION AND RESOLUTION OF COMPLAINTS

All complaints of discrimination and/or harassment will be investigated and resolved in accordance with university procedure located at section 1.5 of University Policies.

I.2.11 MANDATORY REFERRAL

Persons who wish to initiate a complaint should be referred to one of the individuals responsible for receiving or investigating such complaints as listed above.

A. Any employee of the university who receives a complaint is responsible for directing the complainant or otherwise referring the complaint to an appropriate individual in a timely manner. Any employee who receives a complaint against a faculty member shall refer the complaint to the Dean of the faculty member’s college, or to the Coordinator or Deputy Coordinator. Any employee who receives a complaint against a staff member shall refer the complaint to the Human Resources Department, or to the Coordinator or Deputy Coordinator.

B. A failure to so direct or refer shall, in and of itself, constitute a violation of this policy and subject to the same range of disciplinary actions.
I.2.12 REQUIRED PROCEDURES

A. This policy, along with the procedures located at Section 1.5 of University Policies shall constitute the grievance procedure mandated by the regulations that implement Title IX of the Education Amendments of 1972. For employees, this policy, along with the procedures located at Section 1.5 of University Policies shall constitute the grievance procedure mandated by the regulations implementing Section 504 of the Rehabilitation Act of 1973.

C. The policy located at Section 1.4 of University Policies, and the procedures located at Section 1.5 of University Policies, shall constitute the student grievance procedure required for students under Section 504 of the Rehabilitation Act of 1973.

Approved by Cabinet & President February 19, 2013.

I.3 SEXUAL RELATIONSHIP POLICY

1.3.1

The University affirms its commitment to the fair exercise of academic and employment power and adequate protection of individuals with limited power. University employees, including administrators; faculty; coaches; extracurricular, extramural, and intramural activities supervisors; graduate assistants; and staff should demonstrate respect for students as individuals and adhere to their proper roles as academic guides, counselors, and facilitators. Employees must refrain from any exploitation of students and other employees. Such use of power to create sexual relationships will be dealt with promptly and confidentially by the university administration.

1.3.2 SEXUAL CONDUCT WITH STUDENTS PROHIBITED

No employee shall engage knowingly or attempt knowingly to engage in consensual or non-consensual sexual conduct with any student whom the employee supervises, acts as academic advisor for, or over whom the employee has any power to determine the student’s grade; honors; discipline; research opportunity; scholarship opportunity; acceptance in a graduate or other program of study; participation in arts, athletic, academic, or extracurricular competition; work-study assignment; or similar education-related matter. University employees’ sexual liaisons with students in such situations exploit position, abuse power, and fundamentally harm the academic relationship. Voluntary intoxication with drugs, alcohol, or other substances shall not negate knowledge. (Section 5.6.2 RUSO)

1.3.3 SEXUAL CONDUCT WITH SUPERVISEE PROHIBITED

Supervisors’ sexual liaisons with their supervisees may exploit position, abuse power, and funda-
mentally harm the working environment. No supervisor may engage knowingly or attempt knowingly to engage in consensual or nonconsensual sexual conduct with any employee, not his or her spouse, whom he or she supervises, directly or indirectly. Voluntary intoxication with drugs, alcohol, or other substances shall not negate knowledge. (Section 5.6.2 RUSO)

1.3.4 DEFINITION OF SEXUAL CONDUCT
“Sexual conduct” includes, but is not limited to, any act, erotic touching, romantic flirtation, conversation of a carnal nature, advance or proposition for sensual activity, erotically explicit joke, remark of a carnal nature describing a person’s body or clothing, display of an erotic object or picture, and physical contact reasonably believed to be of a sensual or flirtatious manner.

“Sexual conduct” does not include reasonable use or delivery of bona fide lecture and/or instructional acts, statements, or materials. (Section 5.6.2 RUSO)

1.3.5 SANCTIONS
Sexual conduct with students or employees in violation of this policy will not be tolerated. Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion. (Section 5.6.2 RUSO)

1.3.6 EXCEPTIONS
Exceptions to sexual conduct prohibitions consistent with state and federal law may be granted in appropriate circumstances by the University president. The President shall notify the Board of Regents of the Regional University System of Oklahoma of any such exceptions in a written, confidential personnel record at least one week prior to the next Board meeting. Exceptions involving the president may be granted by the Board only.

Approved by Cabinet & President February 19, 2013.

1.4 STUDENT GRIEVANCE PROCEDURE IN CASES OF ALLEGED DISABILITY DISCRIMINATION AND/OR HARASSMENT
1.4.1
Students who require accommodations must provide sufficient documentation to the University’s Disability Support Services (DSS) office located in 309 Nigh University Center.

1.4.2
Any student who believes that he or she has been harassed or discriminated against as a result of a disability by any UCO department or organization, or faculty or staff member working in and for the university, may register a grievance by submitting an Incident Report Form to the Disability Support Services Department (DSS). DSS will furnish the Incident Report Form upon request.
1.4.3

This policy does not regulate curricular modifications, which are subject to policies contained in the Academic Policy Manual found online at www.uco.edu/academic-affairs.

1.4.4

This policy regulates allegations of discrimination or harassment as a result of a disability as the allegations regard:

A. Physical, programmatic, or attitudinal barriers;
B. Disputed requested accommodations;
C. Contested recommended accommodations; or
D. Similar incidents which the student alleges to constitute discrimination or harassment by any UCO department or organization, or faculty or staff member working in and for the university.

1.4.5

DSS shall forward the Incident Report Form to the Section 504 Coordinator or Deputy Coordinator identified in section II above. The allegations of the Incident Report Form shall be investigated by the Section 504 Coordinator or Deputy, who will provide findings and conclusions in writing to the following University officials:

A. Matters involving academic accommodations, or allegations of discrimination or harassment by faculty members, shall be forwarded to the University Provost. The Provost shall determine what action, if any, is appropriate.

B. Matters involving physical barriers, or allegations of discrimination or harassment by staff members, shall be forwarded to the Executive Vice President. The Executive Vice President shall determine what action, if any, is appropriate.

C. All other matters shall be submitted to the Vice President for Student Affairs for decision and action as is appropriate.

1.4.6

Any party who disagrees with the decision and action taken under paragraph X.E. above shall have an appeal to the Disabilities Appeal Board (Board). The Board shall hear the appeal in accordance with its policies and procedures. The decision of this Board is final.
1.4.7

A students may also file a complaint with any of the following agencies:

A. Oklahoma Office of Disability Concerns, 2401 NW 23rd, Suite 90, Oklahoma City, OK 73107-2423. Phone: (800) 522-8224 (V/TTY). Fax:(405) 522-6695.

B. U.S. Department of Education, Office for Civil Rights, 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114-3302; Telephone: (816) 268-0550. Fax: (816) 823-1404. Email: OCR.KansasCity@ed.gov.

C. Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, 950 Pennsylvania Ave. N.W., Washington, DC 20530. Phone: (800) 514-0301 (V) and (800) 514-0383 (TTY).

1.4.8

Any faculty member who believes an accommodation requested by Disabilities Support Service is not reasonable may file an appeal with the Section 504 Coordinator or Deputy Coordinator.

A. The office address of the Senior Legal Counsel and Legal Counsel, who serve as Section 504 Coordinator and Deputy Coordinator, is Room 114 Lillard Administration Building, 100 N. University Drive, Edmond, OK 73034. The telephone number is (405) 974-3377. The fax number is (405) 974-3807. The email address for the Senior Legal Counsel is bmorelli@uco.edu. The email address for the Legal Counsel is ekerr@uco.edu.

B. The regular office hours are 8:00 a.m. – 5:00 p.m., Monday – Friday. Before or after office hours, on weekends, or during university holidays when offices are closed, persons wishing to report discrimination or harassment may contact the university Police Services office at (405) 974-2345.

Approved by Cabinet & President February 19, 2013.
1.5 PROCEDURE RELATED TO THE INVESTIGATION AND RESOLUTION OF DISCRIMINATION AND HARASSMENT COMPLAINTS

1.5.1 The individuals and offices designated to receive discrimination and/or harassment complaints under the University’s Equal Opportunity Policy were selected to give all members of the University community the opportunity to initiate a complaint in a place in which they will feel comfortable doing so. These individuals and offices have the responsibility, after speaking with the complainant and/or reviewing a written complaint, to ensure that the complaint is directed to the proper office or individual for investigation.

1.5.2 The University has designated the Senior Legal Counsel to serve as Title IX Coordinator, Title VII Coordinator, and Section 504 Compliance Coordinator (Coordinator). The University has also designated the Legal Counsel to serve as Deputy Title IX Coordinator, Deputy Title VII Coordinator, and Deputy Section 504 Compliance Coordinator (Deputy Coordinator). The Coordinator or Deputy Coordinator are responsible to insure that all complaints of discrimination and/or harassment are appropriately investigated and resolved. They may investigate complaints of unlawful discrimination and/or harassment, or who may designate an appropriately trained individual or individuals to perform such investigations.

1.5.3 If the individual accused of engaging in discrimination or harassment is a student, the complaint will be investigated and resolved by the Office of Student Conduct.

1.5.4 Notice of the complaint and an opportunity to respond will be given to all persons alleged to have violated the University’s policies regarding discrimination and/or harassment. The investigation may otherwise involve meeting with the parties, interviewing witnesses, and requesting written statements from the parties.
1.5.5

The investigation should be completed promptly so that a decision can be rendered within 60 days of receipt of the complaint. If this is not possible, the investigator will inform the complainant of the status of the investigation within 60 days, the reason(s) for delay, and an estimated completion date for the investigation.

1.5.6

A confidential record of all complaints, including their disposition, will be maintained by the investigating unit. The Coordinator or Deputy Coordinator shall be informed of, and maintain a confidential record of, the nature of all complaints of discrimination or harassment investigated, the names of complaining parties and respondents, and the final disposition of all complaints.

1.5.7

In cases involving complaints against faculty members, the investigator will provide findings and conclusions in writing to the University Provost, and the Coordinator or Deputy Coordinator. The Provost will determine what action, if any, is appropriate.

1.5.8

In cases involving complaints against staff members, the investigator will provide findings and conclusions in writing to the Executive Vice President and the Coordinator or Deputy Coordinator. The Executive Vice President will determine what action, if any, is appropriate.

1.5.9  **APPEALS FOR CODE OF STUDENT CONDUCT COMPLAINTS**

A. In the event that either the complainant or accused believe that the resolution of the complaint has not rectified the situation, an appeal may be made.

B. In the case of complaints against students, the process for appeal is governed by The Code of Student Conduct found here: www.uco.edu/studentaffairs/conduct/forms-and-publications/code.asp.

Approved by Cabinet and President February 19, 2013.
APPENDIX J
INTELLECTUAL PROPERTY POLICY
UNIVERSITY OF CENTRAL OKLAHOMA
APPENDIX J

Intellectual Property Policy
UNIVERSITY OF CENTRAL OKLAHOMA

Adopted November 15, 2002

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Universities are essentially institutions committed to the creation and dissemination of knowledge. They are society’s means for encouraging, fostering, and protecting both individual and collective scholarship, research, and creativity and for sharing the results as widely as possible. Universities bear the important intellectual and cultural role of transmitting and perpetuating traditions of inquiry which society has found valuable and of protecting them from encroachments that would obviate or distort them, or make them inaccessible to other inquirers. Universities are therefore committed to the academic life in the broadest sense of the word, beginning with their students but ultimately including all of humankind.

Notwithstanding their legal and economic status, and the accompanying privileges and responsibilities of those roles, the primary goal of universities is not financial gain. Moreover,
their relation to the faculty is not a simple employer-employee relationship but rather a collaborative association in which the university serves as catalyst and facilitator of professionals committed to pedagogical, scholarly, and service activities. That is, the crucial and definitive interactions take place laterally among faculty members, students, and the larger intellectual and cultural world and not vertically or hierarchically between university and individual, isolated employees.

The University of Central Oklahoma’s (“university”) intellectual property policy respects these basic relationships and affirms the university’s commitment to academic freedom and the fostering of a rich and vibrant public sphere in which it can flourish. Pursuit of these goals includes the recognition and protection of the intellectual property rights of faculty, staff, students, and the university, and the acknowledgment of the supportive, enabling role of the academic community. It also requires the fair distribution of any benefits arising from activities in which the university and its members are jointly engaged, including public recognition and, where appropriate, financial remuneration. The following policy attempts to articulate and balance these potentially competing interests in a fair and productive way.

**J.1.2 OBJECTIVES**

1. To make clear the university’s position with regard to intellectual property;
2. To encourage research, scholarship, and a spirit of inquiry, thereby generating new knowledge;
3. To facilitate the dissemination of knowledge and technology for the benefit of the university community and the larger society;
4. To provide an administrative system to assist faculty and staff members in bringing new discoveries and developments and copyrighted works into public use;
5. To provide an administrative system to evaluate, where appropriate, the commercial significance of new discoveries, developments, and copyrighted works;
6. To provide for the equitable disposition of interests in shared intellectual property among the author, the creator, the developer, the university and, where applicable, the external sponsor;
7. To provide incentives to creators in various forms, including professional development, recognition, and financial compensation; and

8. To safeguard intellectual property, so that it may receive adequate and appropriate legal protection against infringing and unauthorized use.

J.1.3 DEFINITIONS

For the purposes of the UCO Intellectual Property Policy, terms are defined as follows:

A. Invention: A process, method, discovery, device, plant, composition of matter, or other invention that reasonably appears to qualify for protection under the United States patent law (utility patent, plant patent, design patent, certificate of plant variety protection, etc.), whether or not actually patentable. An invention may be the product of a single inventor or a group of inventors who have collaborated on a project.

B. Copyrightable work: An original work of authorship which has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, such as books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, pictorial and graphical works, etc. A copyrightable work may be the product of a single author or a group of authors who have collaborated on a project.

C. Trademark (including Service Mark): A distinctive word, design or graphic symbol, or combination word and design, that distinguishes and identifies the goods and services used in commerce of one party from those of another, such as names or symbols used in conjunction with plant varieties or computer programs.

D. Tangible research property: Tangible items produced in the course of research including such items as biological materials, engineering drawings, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment. Individual items of tangible research property may be associated with one or more intangible properties, such as inventions, copyrightable works, and trademarks.
An item of tangible research property may be the product of a single creator or a group of individuals who have collaborated on a project.

E. Intellectual property: Collectively, all forms of information or ideas, including but not limited to inventions, copyrightable works, trademarks, and tangible research property.

F. The Intellectual Property Office (IPO): For the purposes of this policy, shall be that university office designated by the chief academic officer as the entity responsible for the day-to-day functions required by the university’s mandate for intellectual property.

G. The Intellectual Property Committee (IPC): For the purposes of this policy, shall be the committee designated as the collaborative decision-making body concerning intellectual property at UCO, along with the chief academic officer (see section VII).

H. Sponsored projects: For the purposes of this policy, are research, creative and/or scholarly activities funded by UCO or funded by any external agency through UCO.

I. Consultants: For the purposes of this policy, are faculty members who lend their expertise to an outside entity for limited time and remuneration.

J. Work-for-hire: For the purposes of this policy, is a work prepared by an employee within the scope of his or her employment; or a work specially ordered or commissioned in certain specified circumstances. When a work qualifies as a work made for hire, the employer or commissioning party is considered to be the author. Section 101 of the copyright law defines a “work made for hire” as: a work prepared by an employee within the scope of his or her employment; or 2) a work specially ordered or commissioned for use as a contribution to a collective work, as part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.
K. Significant use: Examples of significant use are: waiver of fees normally required to use specialized facilities such as equipment, production facilities, service laboratories, specialized computing resources and studios; institutional funding or gifts in support of the work’s creation; and reduction in levels of teaching, service or other typical university activities (i.e., course load, student advising responsibilities, division/department meetings, office hours, administrative responsibilities) specifically to facilitate creation of the work. Off campus sabbaticals are not considered significant use of university resources. Significant use of university resources has occurred where the university has provided support for the creation of the work with resources of a degree or nature not routinely made available to faculty or non-faculty employees. Ordinary or limited use of office computers, laboratory space, libraries, office space or equipment, routine secretarial services at routine levels, telephones and other informational resources shall not be considered significant use of university resources.

J.1.4 GENERAL

The university has a responsibility for the advancement of basic and applied research, scholarly and creative work that will enhance its educational, research and service missions and benefit the public it serves. The purpose of these regulations is to:

1. encourage the development of intellectual property for the best interest of the public, the creator of the intellectual property, the university, and the research sponsor;
2. provide timely disclosure and protection of intellectual property whether by development, commercialization, or publication, or any combination thereof;
3. allow employees of the university maximum scientific, artistic and professional freedom with respect to the method of disclosure and publication of their findings, consistent with any contractual obligations of employment or sponsored research; and
4. provide procedures for the protection of university intellectual property and its licensing, for the benefit of the public.
J.1.5 APPLICABILITY

A. This policy is applicable to:
   (i) all persons employed by the university; and
   (ii) any persons using the university facilities under the supervision of university personnel, including but not limited to faculty, visiting faculty, adjunct faculty and students, unless special terms for management of the work of such individuals are negotiated by the university or the applicable university component. If significant university resources are used to create intellectual property, university employees should not enter into intellectual property agreements related to outside employment, such as consulting or summer employment agreements, without affirmative notice to the prospective employer and copy to the appropriate university office that the intellectual property rights of the university cannot be subordinated to a third party consulting or employment agreement.

B. An invention resulting from activities related to an individual’s employment responsibilities and/or with support from university-administered funds, facilities or personnel shall be owned by the university.

C. An invention unrelated to an individual’s employment responsibilities that is developed on his or her own time without university funds or significant use of university facilities is not owned by the university.

D. Ownership of an invention developed in the course of or resulting from research supported by a grant or contract with the federal government (or an agency thereof) or a non-profit or for-profit nongovernmental entity, shall be determined in accordance with the terms of the sponsored grant or contract, or in the absence of such terms, shall be owned by the university.

E. Present and prospective employees of the university shall, upon request by the IPO to perfect intellectual property rights, execute an invention assignment agreement in a form prescribed by and available from the IPO to set forth effectively the ownership and rights to inventions. Executed invention assignment agreements shall be maintained in the respective department office, and by Employment Services, in the employee file.
The University of Central Oklahoma encourages the preparation, presentation, and publication of copyrightable works that result from teaching, research, scholarly and artistic endeavors by members of the faculty, staff and student body of the university. Authors shall be permitted maximum freedom with respect to their copyrightable works, consistent with the obligations to the university. Copyrightable works may be created under a variety of circumstances and conditions which affect the ownership and subsequent management thereof, as follows:

A. Ownership of Copyrightable Works

A-1. Books, Articles, and Similar Works

In keeping with academic tradition, and except to the extent required by the terms of any funding agreement or for significant use of university resources to create the work, employees who are authors of works own the pedagogical, scholarly, or artistic works, regardless of their form of expression. The university will not construe the provision of university facilities as constituting significant use of university resources, except for those instances where the resources were furnished specifically to support the development of such copyrightable works (see works-for-hire). If a faculty member retains title to copyright in teaching or course materials that are not works for hire, such as class notes, curriculum guides and laboratory notebooks, the university and/or the university component shall not retain a royalty-free right to use the materials for educational purposes without the express permission of the copyright owner.

A-2. Institutional Works or “Works-for-Hire”

The university shall retain ownership of copyrightable works created as institutional rather than personal efforts, which is, created for institutional purposes in the course of the creators’ employment, including but not limited to simultaneous or sequential contributions over time by numerous faculty, staff, or students. For instance, work assigned to programmers
is institutional work or “work-for-hire” as defined by law, as is software
developed for university purposes by staff working collaboratively.

A-2-1. Institutional works are works commissioned by the university and include:
Brochures, training programs, CD-ROMs, videos, and manuals which staff
members are hired to develop. Works created by staff on their own time are
not “works-for-hire.” If the university so chooses, it may release a “work-
for-hire” back to the staff member who created it. Works commissioned
by external sources are not works for hire unless significant university
resources are used.

A-3. Works Developed with Significant Use of Resources: Copyrightable works
that are not works-for-hire, but are works that are developed with integral
and significant use of funds, space, hardware, or facilities administered by
a university component, where use was significant rather than incidental,
shall be owned by the university component.

A-4. Present and prospective employees of the university shall, upon request
of the IPO to perfect intellectual property rights, execute an assignment
agreement in a form prescribed by and available from the IPO to set forth
effectively the ownership and rights to copyrightable works.

B. Disclosure, Assignment and Protection

B-1. Authors of copyrightable works that are not owned by the university, or
any of its components, own the copyrights in their works and are free to
publish them, register the copyright, and to receive any revenues which
may result therefrom.

B-2. Authors of copyrightable works that are not works for hire but are works
that are owned by the university shall promptly disclose to their depart-
ment chair/school director and the IPO any work of authorship covered by
this policy (including those made under sponsored research or cooperative
arrangements). Disclosure shall be made on a disclosure form prescribed by and available from the IPO, and a copy shall be filed with that office.

Such persons shall cooperate with the university and the IPO to the best of their ability in protecting intellectual property rights in the work of authorship. Furthermore, upon request by the IPO to perfect intellectual property rights, such persons shall warrant that, to the best of his/her knowledge, the work does not infringe upon any existing copyright or other legal rights, that work not identified as quotations is the expression or creation of the author; and that necessary permission for extensive quotation or reproduction beyond fair use and the use of third party works has been obtained.

C. Negotiation and Execution of Agreements for Copyrightable Works

Agreements permitting a party to use, develop, or otherwise commercialize copyrightable works owned by the university or any of its components are encouraged. The IPO, with the cooperation of the author and the department, has primary responsibility for negotiating with third parties having an interest in using, developing or otherwise commercializing copyrightable works.

D. Student Ownership of Copyrightable Works

D-1. Students own the copyrights of works created on their own (i.e., not within the scope of an employment relationship with the university or with one of its employees, and not making substantial use of university resources).

D-2. Students working on a project governed by a contract or agreement to which the university is a party shall be bound by the terms of that contract or agreement.

D-3. Students who are hired to perform specific tasks “work for hire” that contribute to a copyrightable work will ordinarily have no rights to ownership of that work, regardless of the source of funds from which they are paid. In such cases, the party who owns the copyright of the rest of the work will ordinarily retain copyright ownership of the portion contributed by the student.
D-4. Students working collaboratively with academic employees on projects that result in copyrightable work may be granted certain rights and obligations of copyright ownership by the principal investigator, as would faculty and/or staff working collaboratively on the project. Faculty and students should establish these rights at the outset of their collaboration.

D-5. If none of the above relationships applies, students performing work compensated by the university are subject to the provisions governing employees.

D-6. Students may also be subject to rules and restrictions of their units, colleges or of the Jackson College of Graduate Studies, which are consistent with the university Copyright Policy. For example, students who copyright their theses or dissertations must grant the university rights to reproduce and distribute copies of their works in accordance with the policies of the university.

J.2.2 COPYRIGHT POLICY

From the Regional University System of Oklahoma (RUSO)

**Policy** - The Board recognizes and encourages its faculty, adjunct faculty, staff, and student body to participate in creative and scholarly activities as an inherent part of the educational process. It is the broad policy of the Board to promote creativity and scholarly activities and to expand the frontiers of human attainment in those areas to which the pursuits of the six regional Universities are dedicated.

**Basic Objectives** - Copyrights are created by the Constitution and the laws of the United States to promote the progress of science and the useful arts by securing for limited times to authors the exclusive rights to their works and writings. The basic objectives of the Board policy concerning copyright include the following:

A. To maintain the Board academic policy of encouraging research and scholarship as such without regard to potential gain from royalties or other income;

B. To make copyrightable materials created pursuant to university objectives available in the public interest under conditions that will promote their effective utilization;

C. To provide adequate incentive and recognition to faculty and staff through proceeds derived from their works.
J.2.3 COPYRIGHT DISTRIBUTION

A. Under the Copyright Revision Act of 1976, 17 U.S.C. § 101 et seq. (1976), works of original authorship are protected by copyright from the time they are fixed in a tangible medium of expression, now known, or later developed.

B. All Board personnel, in accordance with the Board policy and basic objective of promoting creative and scholarly activities, are free to develop, create, and publish copyrightable works.

C. Copyrighted works produced by the Board faculty and staff are the property of the creator of that work. All rights afforded copyright owners under §106 of the Act reside with the creator unless he/she has assigned or licenses any of the enumerated rights. Decisions relative to registering of these works with the Copyright Office are left to the individual creator.

D. Copyright in works specifically commissioned by the university under 201 (b) of the Act shall belong to the university. As copyright owner, the university shall make decisions relative to registering commissioned works. Royalties for university-commissioned copyrighted works may be shared by the university and the creator(s) of the work. The terms of any grant or contract relative to royalties shall take precedence over this policy should there be a conflict between them. Disputes arising over royalty sharing for university-commissioned works shall be referred to the general counsel for the Board.

E. Works produced under a specific contract or grant agreement between the university and a governmental or other agency or organization are subject to the terms of the grant or contract for purposes of copyright. If copyright ownership is not specified, such rights shall reside in the creator.

F. Where university service units (such as a media production department) are involved with the production of a substantially completed copyrightable product, royalties shall be distributed between the copyright owner, i.e., faculty or staff creator, and the university as provided for in a written agreement concluded prior to work being done. (Section 5.13.2 RUSO)

J.3. SECTION III. TECHNOLOGY-MEDIATED INSTRUCTION

The success of our university hinges greatly on the intellectual capacity and creativity of our faculty, staff, and students. Education has endeavored to incorporate technology in the development and delivery of courses to students uninhibited by physical location. Technology-mediated instruction is an emerging area that the University of Central Oklahoma embraces and must support both on our campus and as a gateway to distance education for our students. The creation of courseware by private sector entities or other public universities offers the prospect of the
loss of tuition and formula funding vital to the University of Central Oklahoma. The university’s intellectual property management process recognizes the principle of the rights of authors to their works.

**J.3.1 APPLICATION**

This regulation shall be applicable only to copyrightable materials which are technology-mediated materials developed to facilitate and support technology-mediated instruction.

**J.3.2 DEFINITIONS**

For the purposes of this regulation, the following terms are defined as follows:

A. Technology-Mediated Instruction: Instructional activities that use technological innovation in the development and delivery of course content to students whether in a traditional setting or through distance education.

B. Technology-Mediated Materials: Materials and the intellectual property rights on such materials that are copyrightable works developed to facilitate and support the instructional delivery of course content through technology-mediated instruction.

C. Institutional works or works-for-hire: Copyrightable works created as institutional rather than personal efforts, that is, created for institutional purposes in the course of the creators’ employment, including but not limited to simultaneous or sequential contributions over time by numerous faculty, staff, or students.

**J.3.3 OWNERSHIP RIGHTS**

The University of Central Oklahoma recognizes the essential role distance education plays in furthering the interests of the university. Accordingly, the university will adopt a rule, guidelines and/or procedures governing, facilitating, and promoting distance education on its campus, with the following requirements:

A. The guidelines shall assure that the faculty or the developing employee owns technology mediated materials, except for certain limited exceptions, as outlined below.

B. All distance courses should have a signed intellectual property agreement before any work is created.

C. The Intellectual Property Office is responsible for developing the guidelines for
determination of the conditions for partial ownership in the university, only to the extent that the university asserts ownership.

Furthermore, copyrightable works that are not works for hire but are works that are developed in the course of or resulting from research supported by a grant or contract with the federal government (or an agency thereof) or a nonprofit or for-profit nongovernmental entity, or by a private gift or grant to the university, shall be determined in accordance with the terms of the sponsored grant or contract, or in the absence of such terms and to the extent consistent with copyright law, shall be owned by the university component administering the grant or contract.

J.3.4 AGREEMENT

It is the responsibility of the creator to notify the university of the initiation of technology-mediated instruction. The university shall adopt a standard agreement form that can be modified as needed to meet the interests of all parties in accordance with the conditions set forth in the preceding section (Ownership Rights). The agreement shall address issues of royalties or other benefits accruing from ownership of the intellectual property and provide terms regarding:

A. identification and disposition of issues surrounding potential competition between the author and the institution for use of the work;
B. how the rights to develop derivative works are assigned;
C. how the work products can be used by the author or institution;
D. how income derived from the work products will be allocated;
E. consideration given to the creator of the courseware if the institution assigns another faculty member teaching responsibilities using the courseware;
F. terms specifying which parties have rights to prepare derivative works; and
G. how long and under what circumstances may the university reuse the work.

J.3.5 OUTSIDE EMPLOYMENT

Courseware and materials developed for an external vendor or contractor must be reported through the normal approval process for outside employment as delineated in the Faculty Handbook.

J.3.6 INCENTIVES FOR DEVELOPMENT

To encourage technology-mediated instruction, the university may develop incentives
such as: reassigned time from other duties; training and development in the use of new technologies, techniques or fields of study; positive effects on merit salary increases; and promotion/tenure decisions resulting from excellence in performance.

J.4 SECTION IV. PATENT POLICY
J.4.1 MANAGEMENT OF INVENTIONS

Inventors shall be permitted maximum freedom with respect to their inventions, consistent with any obligations to the university. All university employees are required to abide by their obligations and those of the university under research agreements with sponsors.

J.4.2 OWNERSHIP
A. An invention resulting from activities related to an individual’s employment responsibilities and/or with support from university-administered funds, facilities, or personnel shall be owned by the university.

B. An invention unrelated to an individual’s employment responsibilities that is developed on his or her own time without university funds or significant use of university facilities is not owned by the university.

C. Ownership of an invention developed in the course of or resulting from research supported by a grant or contract with federal government (or an agency thereof) or a nonprofit or for-profit nongovernmental entity, shall be determined in accordance with the terms of the sponsored grant or contract, or in the absence of such terms, shall be owned by the university.

D. Present and prospective employees of the university shall, upon request by the IPO to perfect intellectual property rights, execute an invention assignment agreement in a form prescribed by and available from the IPO to set forth effectively the ownership and rights to inventions. Executed invention assignment agreements shall be maintained in the respective department office, and by the Office of Employment Services, in the employee file.

J.4.3 DISCLOSURE, ASSIGNMENT AND PROTECTION
A. All persons whose inventions result in partial or full ownership of the university shall promptly disclose through their dean to the IPO any invention covered by
this regulation, including those made under sponsored research or cooperative arrangements. Disclosure shall be made on a disclosure form prescribed by and available from the IPO. Such persons shall cooperate with the university and the IPO in protecting intellectual property rights in the invention, to the best of their ability. If the university decides to patent or seek other available protection for the invention, it shall proceed through the IPO.

B. All inventors shall execute appropriate assignment and/or other documents required to set forth effectively the ownership and rights to inventions.

C. In those instances where the inventor perceives that delay would jeopardize obtaining the appropriate protection for the invention, the inventor may request that the university expedite its decision as to whether or not it shall proceed to file a patent application or take other steps to obtain available protection.

D. Any invention covered by this regulation, including those made under sponsored research or cooperative arrangements shall be disclosed to the IPO prior to public disclosure in a submission of a paper for publication or a grant application.

J.4.4 NEGOTIATION AND EXECUTION OF LICENSE AGREEMENTS FOR INVENTIONS

A. License agreements granting to a third party the right to use, develop, or otherwise commercialize university-owned inventions are encouraged. The IPO has primary responsibility for negotiating with parties having an interest in such activities, on behalf of and in close coordination with the departments administering the research from which the invention was developed.

B. Any agreement to license or transfer ownership of university-owned inventions must be approved by the IPO.

C. Priority for licensing university owned inventions shall be given to student and/or faculty originated ventures.

D. All licensing agreements granting to student and/or faculty originated ventures exclusive license to university owned inventions shall provide for a fair-market royalty payable to the university, and at the option of the IPO an ownership interest in the venture to which the license is granted subject to the provisions of paragraph J.4.7.
J.4.5 SOFTWARE AS PATENTABLE SUBJECT MATTER

In recent years, the US Patent and Trademark Office has determined that software which meets certain technical and legal criteria may be patentable. In the case that software originally disclosed as a copyrightable work subsequently is determined to be patentable subject matter, and the university chooses to seek patent protection for the software, then such software shall be managed under this regulation as an invention.

J.4.6 PATENT POLICY

From the Regional University System of Oklahoma (RUSO) Policy

It is in the best interests of the Board and the State of Oklahoma to encourage faculty and staff members of the Universities to undertake creative endeavors and to receive recognition therefrom. The individual or individuals, including faculty, staff, students, and adjunct faculty, who make the discoveries or inventions which become the property of the university under this Policy will share in income derived by the university from the marketing of such inventions and patent rights based thereon according to such terms as the president of the university shall direct. As provided for in the paragraph below, discoveries or inventions made or created by employees, faculty, students, and staff of the university will become the property of the university. Any and all benefits accruing to the university and derived from such discoveries or inventions will be used to further the research enterprise of the university. The university, through its president, or an officer of the university designated by the president, may recognize the contract with patent service organizations, such, for example, as university patents, inc., or research corporation, in regard to obtaining, maintaining and marketing of patent rights (domestic and foreign) based on discoveries or inventions which are or shall become the property of the university pursuant to this policy. It is not contemplated that this patent policy shall extend to and include questions of copyright ownership.

Inventions and Patents

All discoveries or inventions, whether patentable or unpatentable, and including any and all patents (domestic and foreign) based thereon and applications for such patents, which are made or conceived by any member of the faculty, staff, or student body of the university, either in the course of employment by the university or substantially through the use of facilities or funds provided by or through the university shall be the property of the university; and all rights therein shall be assigned, licensed, or otherwise commercially exploited as directed by a duly authorized officer of the University, who shall be designated by the president of the University (Section 5.13.1, RUSO).

J.4.7 OKLAHOMA TECHNOLOGY TRANSFER ACT OF 1998 (HB 680, 681)

Establishes a policy regarding: use of University facilities for conducting research to develop or refine a product, process or idea in cooperation with a private business entity—to market the above for profit;
• investment of value in private business entities, or the receipt of royalty income from same, based on research and development on University premises; and
• the extent to which faculty and students may acquire property interests in technology developed at the University or with the assistance of same, or a property interest in the revenues derived by the sale, marketing, licensing or other disposition of technology by University or private business conducting research or development on campus or with assistance of employees.

Establish policies to:
• encourage development of a product, process or idea and encourage universities to promote development of same in the following areas of technology: medical, biological, energy, telecommunications, chemical and industrial, and others unspecified;
• develop a system for recording the nature of research being conducted and the results of research with potential for protection under the intellectual property laws of the U.S.; and
• develop an accounting system for the above research and development.

The Board of Regents for each of the institutions may own an equity interest in a private business if the equity interest comes from an exchange of value other than money. Acquisition of an equity interest is permissible through the use of facilities, premises or assets of the University, including faculty or student expertise and/or time. No state appropriated monies shall be used to acquire an ownership interest in a private business.

J.5 SECTION V. DISTRIBUTION OF INCOME FROM COPYRIGHTABLE WORKS OR INVENTIONS

All monetary proceeds from commercialization of any copyrightable work owned by the university, including royalties, equity interests, and dividends, are the property of the university component from which the work emerged. Although the university owns all income received from commercialization of copyrightable works and inventions, nonetheless, it will share the income with the author/creator as follows:
J.5.1 ROYALTY SHARING POLICY FOR INTELLECTUAL PROPERTY

The table set forth below shall govern the division of all net income (gross royalties and other income minus administrative, licensing, legal and other related expenses as well as payments to other entities as may be required by the University’s agreements with those entities) resulting from copyrightable works to which the University has elected to take title.

<table>
<thead>
<tr>
<th>Amounts Received</th>
</tr>
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<tbody>
<tr>
<td>Creator(s)</td>
</tr>
<tr>
<td>Creator’s (creators’) department</td>
</tr>
<tr>
<td>The creator(s) may direct the use of half of the department’s share so long as he/she/they remain at University of Central Oklahoma.</td>
</tr>
<tr>
<td>Office of Research &amp; Sponsored Programs</td>
</tr>
<tr>
<td>E &amp; G Fund</td>
</tr>
<tr>
<td>Total</td>
</tr>
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J.5.2 EXPLANATORY NOTES

A. Definition of “Creator”: As used in this appendix “creator” means, for a copyrightable work, the person(s) who have made substantial creative or authorship contributions. Persons whose work product is owned by the university as work-for-hire under the copyright law generally are not entitled to royalties under this policy, but may be given a share of royalties if the IPO determines that they have made an unusually significant creative contribution to the work.

B. Definition of Royalties and Other Income: The determination of what constitutes “royalties” and “other income” within the meaning of this policy rests within the discretion of the university. For example, equipment or funding for support of research received by the university shall not constitute “royalties” or “other income” under this policy.

C. Recovery of Institutional Development Costs: Where it is anticipated that application of the formula set forth above would not result in the recovery of development costs advanced by the university, the creator’s (creators’) share may be reduced, and the university’s share may be increased, to assure reimbursement of such costs.
D. Use of Office of Research & Sponsored Program’s (ORSP) Share, Capitalization of Income: The ORSP share will be used to support the university’s technology transfer efforts, research (including construction or renovation of laboratories or other research facilities), and/or innovative teaching programs, and/or on-campus grants.

E. Use of E & G Share: The E & G share will be used to support the university’s technology transfer program and/or to establish a fund which will provide support for research and innovative teaching programs at the university. Before distributions for research and teaching programs are made from this fund, the criteria for allocation will be made public.

J.5.3 ALLOCATION AND DISTRIBUTION OF INCOME

F. Distribution of Departmental Share: Upon approval of the dean and chief academic officer the distribution of the departmental share may be altered to fit the particular organizational structure of a college.

G. Allocation Among Creators: For copyrightable works, the dean shall distribute the creators’ share among creators.

H. Retention of Creator’s (Creators’) Share by University: Creator(s) may always arrange for his/her/their personal share(s) to be retained by the university, e.g., to support his/her/their research.

I. Payments After Creator(s) Leave University: The creator’s (creators’) share will continue even though the individual(s) may have left the university.

J. Disposition of Share Allocated to Creator’s (Creators’) Laboratory if Creator(s) Relocate: If a portion of the department’s share under the creator(s)’ control is allocated to the creator’s (creators’) laboratory or similar facility, that portion will normally follow the creator if he/she transfers to another part of the university. However, it will not follow the creator if he/she leaves the university.

K. Disposition of Department’s Share if Creator(s) Relocate: The department’s share not allocated to the creator’s (creators’) laboratory or similar facility will ordinarily continue to be paid to the department where the creation was made even if the creator has moved to another department or to another institution. However, the dean may recommend alternate treatment if it is warranted.
L. Allocation of E & G Income: In E & G, the appropriate vice president shall determine how the shares will be allocated.

M. Works Developed with Significant Use of Resources and Commercialized by the IPO on Behalf of the University: In cases where the university has requested that the IPO conduct the commercialization or distribution of the copyrightable work on behalf of the university, the distribution of income shall be made in accordance with steps outlined above.

N. Works Developed with Significant Use of Resources and Distributed by the University Component: In cases where the university component conducts the commercialization or distribution of the copyrightable work, the distribution of income shall be as follows: fifty percent (50%) to the university component and fifty percent (50%) to the author. In some cases, the university may wish to be reimbursed for the use of resources instead of owning a share.

O. Multiple Authors/Distribution: In the event of multiple authors, the authors will agree among themselves as to the distribution of the income accruing to the authors; distribution of the authors’ share(s) shall be made only upon receipt of a signed agreement between the authors. In the event that an author is a joint employee of two or more components, or in the event that authors represent two or more components, the components will agree as to the distribution of the income accruing to the components, considering such factors as annualized FTE by component and relative contributions of the authors to the work.

J.5.4 Usual Distribution Methods for License Income

The following standard procedures shall be followed for income received for a single invention/case:

A. Each inventor receives equal shares of the inventor’s (inventors’) portion, unless all inventors agree otherwise. A deviation from the policy of equal sharing requires a written agreement of all.

B. If multiple patent applications and patents deal with a single invention/case, each inventor’s share shall be determined by a weighted distribution based on the number of U.S. patents/applications on which each inventor appears (only the U.S.
patents/applications that are active on the date payment is due are considered). Because new patent applications may be filed over several years or applications may be abandoned and thus inventors may be added or deleted, each inventor’s share may change over time.

C. If the inventor(s) leaves the originating laboratory/department and establishes his/her (their) own laboratory/department within the University of Central Oklahoma, he/she (they) may request a portion of the laboratory/department share be made available to the inventor’s (inventors’) new laboratory/department. Decisions on such requests will be made by the department chair/school director and the intellectual property committee.

D. If all inventors leave the University of Central Oklahoma, the “laboratory/department share” reverts to the originating department – it does not follow the inventors to a new institution.

E. An inventor may waive his/her personal share and direct the money to his/her laboratory/department for support of research, provided IRS requirements are met.

F. If there are no “inventors” – i.e., the invention is a work-for-hire or the result of a project in which there is prior agreement that contributors will not receive any personal share of income – the inventors’ share is added to the laboratory/department share.

NOTE: If the inventors disagree regarding the sharing among inventors, any one of the inventors may request that the director of IPO work with the inventors to “broker” an agreement. If that fails and any inventor wishes, he/she may appeal to the intellectual property council. Any such appeal shall only apply to as yet undistributed income and future income.

The following variation to the above shall apply when more than one invention/case is included in a license agreement:

A. Ordinarily, each invention/case included in a license shall be considered of equal value. Absent any objection from the inventors prior to the distribution of income, license income not specifically linked to an invention/case will be equally divided among all inventions/cases included in the license.
B. If the IPO determines that the inventions/cases should have unequal value, they will notify those individuals identified as inventors at that point in time. Absent any objection from the inventors prior to the distribution of income, license income not specifically linked to an invention/case will be divided among the inventions/cases according to that determination.

C. If all the inventors of all the inventions/cases included in a license agree upon the relative value of those inventions/cases, income from that license will be allocated according to that valuation.

D. At such time as income is clearly attributable to individual inventions/cases (e.g., when the product being sold only uses one invention), income shall be allocated to the inventions/cases actually generating the income.

E. If any of the inventors disagrees with the above, he/she may appeal to the IPO. Any such appeal shall only apply to allocation of income received after the appeal unless the appeal is made within thirty days of the inventors being notified of the license agreement and the planned valuation of the inventions/cases.

The above procedures supplement the Royalty Sharing Policy for Intellectual Property. For situations not specifically covered in the policy or these procedures, IPO shall use their best judgment and may consult with department chair/school director(s), deans, or the chief academic officer as they deem necessary.

J.5.5 DISTRIBUTION OF INCOME FROM COMMERCIALIZATION AND FRANCHISING

J.5.5.1 DISTRIBUTION OF INCOME FROM INVENTIONS

Although the university owns inventions that it commercializes, nonetheless, it will share the income with the inventor as follows:

1. Deduct the costs of obtaining legal protection for the invention, including costs associated with disclosure, filing, prosecution, and government fees, to arrive at “adjusted income” (when such costs are not provided from other sources). When there is no adjusted income after deduction of costs, see Guaranteed Minimum to Inventor(s) in paragraph 3 below.
2. Deduct fifteen percent (15%) from adjusted income. This deduction is directed toward covering the expenses (excluding patent expenses as indicated in paragraph 1) for administering the IPO.

3. Distribute the remaining adjusted income as follows: fifty percent (50%) to the inventor(s) and fifty percent (50%) to the university department administering the research from which the invention was developed. If there is no adjusted income after deduction of costs in Step 1, or when the inventor’s (inventors’) portion of the adjusted income is less than 20% of the gross income, the inventor(s) will receive an amount equal to 20% of the gross. Under these circumstances, the inventor’s (inventors’) share will be subtracted from gross income and any adjusted income will be distributed fifteen percent (15%) to the IPO and the remainder to the university department from which the discovery or invention originated. When the inventor’s (inventors’) portion of adjusted income is equal to or greater than 20% of gross income, the distribution will be as described in steps 2 and 3 above.

In the event of multiple inventors, the inventors will agree among themselves as to the distribution of the income accruing to the inventors; distribution of the inventors’ share shall be made only upon receipt of a signed agreement between the inventors. In the event that an inventor is a joint employee of two or more organizations, or in the event that inventors represent two or more organizations, the university will agree as to the distribution of the income accruing to the university, considering such factors as annualized FTE and relative contributions of the inventors to the work.

**J.5.5.2 EQUITY AND OTHER NON-MONETARY RETURNS**

The university or its components may negotiate, but shall not be obligated to negotiate for equity interests in lieu of, or in addition to, royalty and/or monetary consideration as a part of an agreement relating to inventions.

Inventors and authors may receive up to fifty percent (50%) of any equity or other non-monetary consideration received by the university under this section. However, the university may choose to receive the consideration under terms that restrict its ability to sell, distribute or
otherwise deal with the equity interests. In such cases, any restrictions on the university’s interest shall be equally applicable to the interest of the inventor, unless waived or varied in writing and signed by the president and the inventor.

Neither the university nor any component thereof acts as a fiduciary for any person concerning equity or other consideration received under the terms of this regulation.

J.5.5.3 TRADemarks

In most situations, a trademark identifies an item of intellectual property, such as a computer program or a plant variety. In other situations, a trademark identifies an educational, service, public relations, research or training program of the university. The university owns all right, title and interest in trademarks related to an item of intellectual property owned by the university, or to a program of education, service, public relations, research or training program of the university. All income from the licensing of a trademark shall belong to the university, as applicable.

For purposes of management of the asset, tangible research property shall be managed as an invention with distribution of income from the distribution or commercialization of such tangible research property made in accordance with paragraph 7.1.

J.5.5.4 TANGIBLE RESEARCH PROPERTY

The university owns all right, title and interest in tangible research property related to an individual’s employment responsibilities and/or developed with support from university-administered funds, facilities, equipment or personnel.

J.5.5.5 PROVISIONS FOR RELEASE OF RIGHTS TO INVENTORS AND AUTHORS

The university may release to the inventor(s) its rights to an invention, and the university may release its rights to a copyrightable work, with the following provisions.

1. The university shall retain a perpetual, royalty-free license to use the invention or copyrightable work, and any corresponding patents or copyrights, for research, education and service purposes.

2. The university shall receive a share of all proceeds generated from commercialization of the invention or copyrightable work after the inventor or author has recovered docu-
mented out-of-pocket costs for obtaining legal protection for the invention or copyrightable work, the amount of such share to be negotiated at the time of the release.

J.5.5.6 GIFTS OF INTELLECTUAL PROPERTY

If an individual chooses to offer to the university certain intellectual property in which the university has no claim, the university may accept ownership of the intellectual property provided that:

A. the individual makes the offer as if the intellectual property had been created within the university;

B. the individual agrees to all provisions (including distribution of income provisions) of this university policy; and,

C. the individual warrants that he or she owns all right, title and interest to the intellectual property, and that to the best of his or her knowledge, the intellectual property does not infringe upon any existing copyright or other legal rights.

The deans of the university colleges shall advise the IPO of all such offers and may request a recommendation from the IPO regarding acceptance or rejection of the offers and for patenting and commercialization by the university.

Should the university agree to accept the offer of intellectual property, the individual will execute an assignment agreement transferring all right, title, and interest in the intellectual property to the university and acknowledging that the individual agrees to all provisions of this regulation such agreement’s available from the IPO. In cases in which the individual has already expended funds toward obtaining patent or other legal protection for the invention, the individual and the university may negotiate terms to allow recovery of legal and/or patent expenses from license fees and/or royalty income. Such an agreement would modify normal royalty sharing provisions until such expenses are recovered by the party entitled to recovery of the expenses.

The university may accept charitable donations of intellectual property from governmental or private organizations. Upon the transfer of title in the intellectual property to the university, the intellectual property will be managed in accordance with this regulation.

J.6 SECTION VI. CONFLICT OF INTEREST

These guidelines state university policy and procedures regarding financial conflicts of
interest in relation to sponsored activities involving research, education, and services. Their purpose is to protect the credibility and integrity of the University of Central Oklahoma’s faculty and staff in order that the public trust and confidence in all sponsored activities is ensured.

Regulations require that principal investigators disclose to a designated university official certain significant financial interests that would reasonably appear to be affected by the proposed sponsored activity. These disclosures must be submitted at or before the time of submission of the proposed application for funding. Based on the disclosed information, the university is held responsible for determining whether a conflict of interest exists.

A potential conflict of interest exists when there is a divergence between an individual’s private interests and his or her professional obligations to the university, such that an independent observer might reasonably question whether the individual’s professional actions or decisions are determined by considerations of personal gain, financial or otherwise. An actual conflict of interest depends on the situation and not on the character or actions of the individual.

When a conflict is identified, the university is required to develop and implement a plan to manage, reduce, or eliminate the conflict of interest prior to any expenditure of funds on the grant, contract, or cooperative agreement.

The university must also comply with certain reporting requirements to the sponsoring agency related to the existence of conflicts and those conflicts which cannot be resolved and maintain records of financial disclosures and actions taken as part of the project’s history in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (located in Title 2 of the Code of Federal Regulations). In addition, the guidelines require that all financial disclosures be updated during the award period, either on an annual basis or as new significant financial interests are discovered. The final component of the required policy is to establish adequate enforcement mechanisms and to provide sanctions where appropriate.

**J.6.1 DEFINITIONS**

The term investigator means the principal investigator, co-principal investigator, and any other person at the institution who is responsible for the design, conduct, or reporting of a sponsored activity funded or proposed for funding by an external sponsor.
Sponsored activities include research, education, service, and training activities funded by an external sponsor.

Equity interest means any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value.

A significant financial interest (42 CFR 50.603) is defined as anything of monetary value received directly or indirectly by the investigator or investigator’s immediate family (spouse or dependents) that, when aggregated, exceeds $5,000.

The monetary value can include, but is not limited to:

A. salary, or other payments for services such as consulting fee and honoraria;
B. with regard to any publicly traded entity, any remuneration received from such entity in the twelve (12) months preceding the disclosure and the value of any equity interest in such entity as of the date of disclosure that, when aggregated, exceeds $5,000;
C. with regard to any non-publicly traded entity;
   a. any remuneration received from such entity in the twelve (12) months preceding the disclosure that, when aggregated, exceeds $5,000, or
   b. any equity interest regardless of value;
D. intellectual property rights such as patents, copyrights, and royalties from such rights have been received; or

Significant financial interests do not include:

A. salaries, royalties, or other compensation from the applicant’s institution;
B. income from investment vehicles (mutual funds or retirement account that are not managed directly by the individual);
C. income for seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
D. income from service on advisory committees or review panels for public or nonprofit entities; or
E. travel that is reimbursed or sponsored by a Federal, state, or local government agency, including an institution of higher education, or
F. salary, royalties, or other payments that when aggregated for the investigator and the investigator's spouse and dependent children over the next 12 months are not expected to exceed $5,000.

J.6.2 POLICY

It is the policy of UCO that the investigator(s) must disclose any significant financial interests that would reasonably appear to directly or indirectly and significantly affect the design, conduct, or reporting of sponsored activities funded or proposed for funding by an external sponsoring agency.

J.6.3 DISCLOSURE REQUIREMENTS

Investigators must file disclosures of significant financial interests and any required documentation to the designated university official prior to submitting proposals to an external sponsoring agency.

A Disclosure of Potential Conflict of Interest Form (sample attached) has been developed for this purpose. This disclosure will be treated as confidential information and used only for compliance with federal regulations regarding conflicts of interest.

Records of investigator(s) financial disclosures, any required documentation, and actions taken to manage conflicts of interest shall be retained for three years following the termination or completion of the award to which they relate or the resolution of any government action involving those records, whichever is longer.

J.6.4 DISCLOSURE REVIEW

Disclosures shall be reviewed by the designated university official prior to submitting the proposal or in cases where the grant or contract has already been awarded prior to initiating expenditures from grants, contracts, or cooperative agreements awarded by the sponsoring agency. The designated university official will determine whether a conflict of interest exists and how such conflicts may be managed, reduced, or eliminated.

In cases where conflicts of interest are identified, the designated university official will have the responsibility for developing a plan, acceptable to both the investigator and the university, to manage, reduce, or eliminate the conflict of interest. No funds will be expended prior to the development of this plan. For new conflicts that arise during an active grant or contract, an acceptable plan must be developed within 30 days.
J.6.5 RESOLUTION

Examples of conditions or restrictions that may be imposed to manage, reduce or eliminate a potential conflict of interest include but are not limited to:

1. public disclosure of significant financial interests;
2. monitoring of sponsored activities by independent reviewers;
3. modification of the sponsored activity plan;
4. disqualification from participation in all or a portion of the sponsored activity;
5. divestiture of significant financial interests; or
6. severance of relationships that create actual or potential conflicts of interest.

If the designated university official determines that imposing the above referenced conditions or restrictions would either be ineffective or inequitable, and that the potential negative impacts that may arise from a significant financial interest are outweighed by interests of scientific progress, technology transfer, or the public health and welfare, then the designated university official may recommend that, to the extent permitted by federal regulations, the sponsoring activity go forward without imposing such conditions or restrictions.

The approved resolution plan shall be documented in writing, detailing the conditions or restrictions imposed upon the investigator(s) in the conduct of the sponsored activity or in the relationship with the business enterprise or entity.

In accordance with specific agency regulations, the designated university official will notify the agency in writing of all identified conflicts of interest, including those which the university is unable to satisfactorily manage, reduce, or eliminate. Additional reports or information required by the agency involved will be provided.

J.6.6 ENFORCEMENT

The designated university official shall be responsible for determining and implementing sanctions on investigators who have violated this policy in terms of a conflict of interest resolution. The investigator shall be notified in writing of the recommended sanctions within 30 days. If the sanctions involve a recommendation of termination of employment, the university academic termination procedures will be invoked. The university must take action appropriate for the
seriousness of the violation, including, but not limited to, one or more of the following, subject to existing university policies for institutional disciplinary action:

1. termination;
2. removal from particular activity;
3. special monitoring of future work;
4. letter of reprimand; and
5. probation for specified period with conditions specified.

The university shall follow federal regulations regarding the notification of the sponsoring agency in the event an investigator has failed to comply with this policy. The sponsor may take its own action as it deems appropriate, including the suspension of funding for the investigator until the matter is resolved. Individuals may appeal the judgment and/or the sanction. A written statement of the grounds for the appeal must be submitted to the president within 30 days of written notification of the sanctions. Grounds for appeal include, but are not limited to,

1. previously unconsidered material evidence;
2. sanctions not commensurate with the finding; and
3. failure to follow the prescribed process.

Upon receipt of a written appeal, the president will evaluate the evidence and make a determination. The president will open an investigation if the previously unconsidered material evidence so warrants and may open an investigation if circumstances so dictate. The president’s decision will be conveyed to all involved in a timely fashion but must be conveyed within 30 days. In the case of termination, the appropriate university policies on termination for cause shall be followed.

J.6.7 CERTIFICATION

The principal investigator must verify that he or she has disclosed all potential conflicts of interest and all other pertinent information by signing a certification statement. The statement is as follows:

“I certify that I have read and understand the University of Central Oklahoma’s policy on conflict of interest. I have made all financial disclosures; and I will comply with the policy and any conditions or restrictions imposed by the university to manage, reduce, or eliminate actual or potential conflicts of interest.”

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The designated university official must also certify on behalf of the university that the institution has implemented and is enforcing a written policy on conflicts of interest. The statement for the designated university official is as follows:

The designated university official certifies that all financial disclosures required by the conflict of interest policy were made and that actual or potential conflicts of interest, if any, were or prior to funding the award, satisfactorily managed, reduced or eliminated in accordance with the institution’s conflict of interest policy or disclosed to the agency involved.

**J.7 SECTION VII. CONFLICT RESOLUTION**

**J.7.1 CONFLICT RESOLUTION PROCEDURE**

In case of a dispute arising over the application of this policy and the ownership of copyrights, either party of the dispute (the university or the author/s) may submit a written request to the chief academic officer for a meeting of the Intellectual Property Committee (IPC) within 30 days of identification of the dispute.

Upon receipt of a request for a meeting, the chief academic officer shall refer the matter to the Intellectual Property Committee (IPC) consisting of:

1. UCO’s legal counsel;
2. chief information technology officer;
3. associate vice president for academic affairs;
4. one faculty member from each of the five academic colleges to be elected by the college faculty;
5. one representative from the Office of Research & Sponsored Programs;
6. one faculty senate representative; and
7. one AAUP representative.

The chairman of the Intellectual Property Committee will be elected by the committee.

Within 30 days of the chief academic officer’s request, the IPC will review the facts in meetings open to observers and formulate a recommendation for resolution of the dispute to the chief academic officer. The decision of the chief academic officer will be final. The chief academic officer will render a determination within 30 days of receipt of the IPC recommendation or the university will relinquish rights to ownership of the disputed copyright.
J.8  SECTION VIII. APPENDICES

APPENDIX J-A

J.A.1   SAMPLE INTELLECTUAL PROPERTY DISCLOSURE
FORM-COPYRIGHT

Faculty, Staff and/or Student Disclosure is required only if the Intellectual Property is of the type in which the university has an interest according to this policy.

1. Descriptive title of the intellectual property. (Please Type)

2. Describe the intellectual property. If needed, attach additional sheets. If the intellectual property is described in a manuscript that is being prepared for publication, indicate when it will appear in print.

3. If this intellectual property was extramurally supported, provide the name and type of agency and contract number(s).

4. When was the intellectual property conceived?

5. Please provide details for information about this intellectual property that have been revealed in grant proposals or research agreements.

6. Have abstracts or manuscripts been submitted for publication?

7. Were substantial university resources used in the development of this intellectual property?
   YES  NO

8. Full Name of Primary Investigator:

UCO I.D. Number *

Furnish the following information for all collaborators on this intellectual property, include yourself:
Full Name                        Department

Position or Title                Work Address:
                                Home Address:

Phone Numbers:  Work #          Home #

E-mail address:

Citizenship:

Signature & Date:

FOR IPO OFFICE USE ONLY

DATE RECEIVED:                 DATE REVIEWED IPO COMMITTEE:

UCO INTEREST:  YES           NO  NUMBER OF Authors:

RELEASED TO:                    DATE RELEASED:  Date Entered :

(Duplicate this page if you have additional authors.)

Please forward this information to the Intellectual Property Office, University of Central Oklahoma
100 N. University Drive, Edmond, OK 3034-5209
APPENDIX J-B
J.B.1 SAMPLE INTELLECTUAL PROPERTY DISCLOSURE-PATENT

This intellectual property disclosure is intended to identify a potentially patentable invention. It is not intended nor is it a full disclosure of the invention or its reduction to practice.

A. Descriptive title of the intellectual property. (Please Type)
B. Describe the intellectual property. If needed, attach additional sheets. Please include examples, drawings or other data supporting your intellectual property.
C. Describe the prospective commercial use of the intellectual property and your best assessment of what companies or firms might be interested in the technology.
D. If this intellectual property was extramurally supported, provide the name and type of agency and contract number(s). Identify and attach any contract-related progress reports.
E. If the intellectual property was made with industrial sponsorship, please identify the sponsoring company and attach copies of all agreements executed with the company.
F. If information or samples relating to this intellectual property have been provided to anyone outside the university, please provide all details and dates.
G. When was the intellectual property conceived? Be prepared to furnish annotated copies of any written records that substantiate the conception date. Such records can include notebook entries, letters, reports, etc.
H. When did any experimental work relating to the intellectual property first occur?
I. Have you retained representative samples or products from the early experiment work?
J. Be prepared to produce the notebooks and representative samples or products.
K. Please provide details for:
   • Information about this intellectual property that has been revealed in grant proposals or research agreements.
   • Any presentations about this intellectual property, abstracts or manuscripts submitted for publication.
L. Summarize further experimental work relating to this intellectual property.
M. State the nature and extent of any literature search made to date, and attach copies of the closest references and closest prior art your search has provided.

N. Indicate if university resources were used in the development of this intellectual property.

[ ] YES  [ ] NO

Name of Principal Investigator:

UCO I.D. Number *

Furnish the following information for anyone/everyone contributing to this intellectual property, include yourself:

Full Name:  Department
Work Address:  Home Address
Phone Numbers:  Work #  Home #
E-mail address:
Citizenship:
Signature & Date:

FOR IPO OFFICE USE ONLY

DATE RECEIVED:  DATE REVIEWED IPO COMMITTEE:

UCO INTEREST:  YES  NO  NUMBER OF INVENTORS:

ASSIGNED TO FIRM:

RELEASED TO:  DATE RELEASED:  Date Entered :

(Duplicate this page if you have additional investigators.)

Please forward this information to the Intellectual Property Office, University of Central Oklahoma
100 N. University Drive, Edmond, OK 73034-5209
APPENDIX J-C
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM

Name:
Department:
Project Title:
Funding Agency:
Principal Investigator (if not yourself):

All employees of the University of Central Oklahoma (principal investigators or project directors) responsible for designing, conducting, or reporting research for which the University of Central Oklahoma submits a new, renewal, or continuation application to an external agency for external funding must provide the following information. (NOTE: If you have previously submitted a Disclosure of Potential Conflict of Interest Form for this research project, you may attach a copy of the disclosure form and provide only such information as has changed.)

Do you, your spouse or dependent children have a significant financial interest, which would reasonably appear to be affected by the research for which you seek funding?

Yes ☐ No ☐

Do you, your spouse, or dependent children have significant financial interest in any business or legal entity whose financial interests would reasonably appear to be affected by this research?

Yes ☐ No ☐

If your answer to either question is “yes,” you must also answer the following:

Please list all such significant financial interests, indicating the nature of each interest and its approximate monetary value: (use another sheet)

If I am the principal or co-principal investigator for this research project, I understand and agree that I must ensure that all persons responsible for the design, conduct or reporting of the proposed research complete this disclosure form. All required disclosure forms are attached.

I understand and agree that I must promptly file an update to this disclosure form if any of the information reported here should change materially.
I certify that I have read and understand the University of Central Oklahoma policy on Conflict of Interest, that I have made all required financial disclosures, and that I will comply with the policy and any conditions or restrictions imposed by the university to manage, reduce, or eliminate actual or potential conflicts of interests.

Signature: Date:

Please Print Name and Title:

I, as the designated university official, certify that all financial disclosures required by the conflict of interest policy were made; and that actual or potential conflicts of interests, if any, were, prior to funding the award, satisfactorily managed, reduced, or eliminated in accordance with the university’s conflict of interest policy or disclosed to the agency involved.

Signature: Date:

Please forward this information to the Intellectual Property Office, University of Central Oklahoma
100 N. University Drive, Edmond, OK 73034-5209
APPENDIX J-D

J.D.1  SAMPLE WORK-FOR-HIRE AGREEMENT

[Note: Words contained in brackets indicate that you must choose among the alternatives listed, insert appropriate language, replace the given variable with another or, if the bracketed material is a note to you, like this one, remove the material. Be sure you have addressed all bracketed issues and removed all brackets before signing your agreement.]

WORK-MADE-FOR-HIRE AGREEMENT
Educational Course Materials

This agreement made the [dd] day of [mm], [yy], by and between [name of author] (“Author,” and if there is more than one author, then all of them collectively) and the University of Central Oklahoma (UCO), (“University”).

The Author and the University Agree that:

I. TITLE AND COPYRIGHT ASSIGNMENT

A. Author and university intend this to be a contract for services and each considers the products and results of the services to be rendered by author hereunder (the “work”) to be a work made for hire. Author acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of university. Despite the fact that §101 of the Copyright Act defines the employer as the author when the work is a work-for-hire, for purposes of this agreement the term author means the creator of the work.

B. If for any reason the work would not be considered a work-made-for-hire under applicable law, author does hereby sell, assign, and transfer to university, its successors and assigns, the entire right, title and interest in and to the copyright in the work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement.
based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

C. If the work is one to which the provisions of 17 U.S.C. 106A apply, the author hereby waives and appoints university to assert on the author’s behalf the author’s moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions or the work, in any medium, for university purposes.

D. Author agrees to execute all papers and to perform such other proper acts as university may deem necessary to secure for university or its designee the rights herein assigned.

II. DELIVERY OF THE WORK

A. The author will deliver to the university on or before [date] the completed work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the work) in form and content satisfactory to the university.

B. If the author fails to deliver the work on time, the university will have the right to terminate this agreement and to recover from the author any sums advanced in connection with the work. Upon such termination, the author may not have the work published elsewhere until such advances have been repaid.

III. QUOTED MATERIAL

Inclusion of portions of other copyrighted works must not exceed fair use absent written permission from the copyright holder. Author will obtain such permissions at his or her own expense after consultation with the university and will file them with the university at the time the work is delivered. Any obligations associated with permissions will be the responsibility of the author.
IV. AUTHOR’S WARRANTY

The author warrants that he or she is the sole owner of the work and has full power and authority to make this agreement; that the work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The author will defend, indemnify, and hold harmless the university and/or its licensees against all claims, suits, costs, damages, and expenses that the university and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the university may withhold any sums due the author under this agreement.

V. CONSIDERATION

In consideration for delivery of the work in accordance with the provisions of this agreement, university shall pay author [amount].

VI. REVISIONS [CHOOSE ONE PARAGRAPH.]

The author shall retain the right to revise the work [at one year intervals] during the term of this agreement in accordance with academic standards. The author further agrees to update the work within ninety (90) days upon the receipt of a written request from the university. The provisions of this agreement shall apply to each revision of the work by the author as though that revision were the work being published for the first time under this agreement. In the event that the author is unable or unwilling to provide a revision within ninety (90) days after the university has requested it, or should the author be deceased, the university may have the revision made and charge the cost against sums due the author under Section 5 above, if any, and may display, in the revised work and in advertising, the name of the person or persons who perform the revision.

This paragraph has been deleted because the author’s contribution is not a work expressing academic expertise requiring periodic review and revision.

VII. TERM AND TERMINATION

A. This agreement shall remain in effect for [three (3)] years unless terminated earlier in accordance with this Section VII.
B. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period.

C. Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional three (3) year term, upon the same terms and conditions as set forth herein.

VIII. OPTIONS/CONTRACTS WITH THIRD PARTIES

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the university in the income resulting from such agreements.

IX. AMENDMENTS

The written provisions contained in this agreement constitute the sole and entire agreement made between the author and the university concerning this work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

X. CONSTRUCTION, BINDING EFFECT, AND ASSIGNMENT

This agreement shall be construed and interpreted according to the laws of the State of Oklahoma and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the author and to the university shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

Printed name and Signature of Author:

Address:

The University of Central Oklahoma,
by Authorized Official and Title:

Address:

Please forward this information to the Intellectual Property Office, University of Central Oklahoma
100 N. University Drive, Edmond, OK 73034-5209
APPENDIX J-E

J.E.1 SAMPLE RESEARCH AGREEMENT-TECHNOLOGY TRANSFER
(Collaborative Research - Jointly Owned Intellectual Property)

This Sponsored Research Agreement (the “agreement”) is made between the University of Central Oklahoma__________, (“university”), and ____________, a corporation with its principal place of business at ________ (“sponsor”).

RECITALS

A. University and sponsor are each pursuing research in the area of ______________

B. Sponsor desires to collaborate with university and is willing to sponsor university’s research.

C. Sponsor desires to obtain certain rights to patents and technology resulting from the research.

D. University is willing to collaborate and to grant certain rights to patents and technology that result from the research collaboration.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the university and sponsor agree as follows:

1. Effective Date. This Agreement shall be effective as of __________ (the “Effective Date”).

2. Research Program
   a. University will use its own facilities and its reasonable best efforts to conduct the research program described in Attachment A (“research program”) under the direction of __________ or [his or her] successor as mutually agreed to by the parties (the “principal investigator”).
   b. The research program shall be carried out from the effective date through and including ________ (the “term”). The parties may extend the research program under mutually agreeable terms.
c. Sponsor understands that university’s primary mission is education and advancement of knowledge and the research program will be designed to carry out that mission. The manner of performance of the research program shall be determined solely by the principal investigator. The university does not guarantee specific results.

d. Sponsor understands that university may be involved in similar research through other researchers on behalf of itself and others. University shall be free to continue such research provided that it is conducted separately and by different investigators from the research program, and sponsor shall not gain any rights via this agreement to other research.

e. University does not guarantee that any intellectual property will result from the research program, that any resulting intellectual property will be free of dominance by the rights of others, including rights based on inventions made by other inventors in the system independently of the research program.

3. Compensation

a. As consideration for university’s performance, sponsor will pay the university an amount equal to its expenditures and reasonable overhead in conducting the research program subject to a maximum expenditure limitation of $___. An initial payment of $___ shall be made upon execution of this agreement, and subsequent payments shall be made as follows:

b. Sponsor will make payments to The University of Central Oklahoma, referencing the principal investigator and research program title, to the following address: 100 N. University Drive, Edmond, Oklahoma 73034-5209.

c. The principal investigator may transfer funds within the budget as needed without sponsor’s approval so long as the scope of work under the research program remains unchanged. After termination in compliance with the provisions of Section 11, university will return to sponsor all uncommitted and unexpended funds.

d. University shall retain title to all equipment purchased and/or fabricated by it with funds provided by sponsor under this agreement.
4. Communication and Reports
   a. Sponsor’s designated representative for communications with the principal investigator shall be ______ or any other person sponsor may designate in writing to university and the principal investigator (“Designated Representative”).
   b. The principal investigator will make up to _____ oral reports and one written report summarizing the work completed each year of the research program. The principal investigator shall also submit a comprehensive final report within one hundred twenty (120) days after termination of the agreement. The contract accountant will submit a financial report of related research program expenses within [_______ (____)] days after termination.

5. Publicity
   Neither party will reference the other in a press release or any other oral or written statement in connection with the research program and its results intended for use in the public media, except as required by the Oklahoma Public Information Act or other law or regulation. The university, however, may acknowledge sponsor’s support of the research program in scientific or academic publications or communications without sponsor’s prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

6. Publication and Academic Rights
   The principal investigator has the right to publish or otherwise publicly disclose information gained in the course of the research program. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, university will submit any pre-publication materials to sponsor for review and comment at least sixty (60) days prior to planned submission for publication. The sponsor shall notify university within thirty (30) days of receipt of such materials whether they describe any inventions or discoveries subject to the parties’ rights under Section 8. University shall have the final authority to determine the scope and content of any publications.

   University investigators may discuss the research program with other investigators for scientific or research purposes but shall not reveal information which is sponsor’s confidential
information under Article 7. If any joint inventions result from such discussion, university shall grant sponsor the rights set forth in Section 8, to the extent these are not in conflict with obligations to another party as a result of the involvement of the other investigator(s). In this latter case, university shall, in good faith, exercise reasonable efforts to enable sponsor to obtain rights to the joint invention.

7. Confidential Information

a. The parties may wish to disclose confidential information to each other in connection with work contemplated by this agreement ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party’s confidential information to third parties for a period of three (3) years from receipt, provided that the recipient party’s obligation shall not apply to information that:

i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;

ii. is already in the recipient party’s possession at the time of disclosure;

iii. is or later becomes part of the public domain through no fault of the recipient party;

iv. is received from a third party having no obligations of confidentiality to the disclosing party;

v. is independently developed by the recipient party; or

vi. is required by law or regulation to be disclosed.

b. In the event that information is required to be disclosed pursuant to subsection (vi), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
8. Patents, Copyrights and Technology Rights

a. Title to all inventions and discoveries made solely by university inventors resulting from the research program shall reside in university; title to all inventions and discoveries made solely by sponsor inventors resulting from the research program shall reside in sponsor; title to all inventions and discoveries made jointly by university and sponsor inventors resulting from the research program shall reside jointly in university and sponsor.

b. University will disclose to sponsor any inventions or discoveries resulting from the research program as soon as possible after creation and reduction to practice. Sponsor shall notify university within thirty (30) days of receipt of disclosure whether:

i. Sponsor desires university to file patent applications on any invention, in which case sponsor shall reimburse all university patent application filing costs, including those for patentability opinions; or

ii. Sponsor desires to use its own patent counsel to file patent applications, in which case sponsor shall be directly responsible for patent application filing but shall obtain university’s prior approval of counsel and of patent applications; or

iii. Sponsor does not desire that a patent application be filed in which case the rights to such invention shall be disposed of in accordance with university policies with no further obligation in sponsor.

c. With respect to inventions for which sponsor has agreed to file patent application or to reimburse university’s costs for filing patent applications, university grants sponsor an option to negotiate an exclusive or non-exclusive, worldwide, royalty-bearing license to make, use or sell under any invention or discovery owned wholly or partly by university and made or conceived and reduced to practice during the term of this agreement or within six (6) months thereafter and directly resulting from the research program. If sponsor elects an exclusive license, it will include a right to sublicense with accounting to university. Sponsor shall have three (3)
months from disclosure of any invention or discovery to notify university of its desire to enter into such a license agreement, and the parties shall negotiate in good faith for a period not to exceed six (6) months after that notification, or such period of time as to which the parties shall mutually agree.

d. If sponsor and university fail to enter into an agreement during that period of time, the rights to such invention or discovery shall be disposed of in accordance with university policies with no further obligation to sponsor.

e. Under university policy, university investigators own copyright in their scholarly works. Scholarly works resulting from the research program are not subject to the terms of this Section 8.

9. Liability

a. Sponsor agrees to indemnify and hold harmless system, university, their regents, officers, agents and employees from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this agreement, including but not limited to the use by sponsor of the results obtained from the activities performed by university under this agreement; provided, however, that the following is excluded from sponsor’s obligation to indemnify and hold harmless:

i. the negligent failure of university to substantially comply with any applicable governmental requirements; or

ii. the negligence or willful malfeasance of any regent, officer, agent or employee of university or system.

b. Both parties agree that upon receipt of a notice of claim or action arising out of the research program, the party receiving such notice will notify the other party promptly. Sponsor agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against the university, the university system, their regents, officers, agents and/or employees with respect to the subject of the indemnity contained herein, whether such
claims or actions are rightfully brought or filed; and subject to the statutory duty of the Oklahoma Attorney General, the university agrees to cooperate with sponsor in the defense of such claim or action.

10. Independent Contractor

For the purposes of this agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

11. Term and Termination

a. This agreement may be terminated by the written agreement of both parties.

b. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period.

c. Termination or cancellation of this agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, sponsor shall pay university for all reasonable expenses incurred or committed to be expended as of the effective termination date, including salaries for appointees for the remainder of their appointment.

d. Any provisions of this agreement which by their nature extend beyond termination shall survive such termination.


Attachment A is incorporated herein and made a part of this agreement for all purposes.

13. General

a. This agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of uni-
versity, which may not be unreasonably withheld, sponsor may assign this agree-
ment to any purchaser or transferee of all or substantially all of sponsor’s assets or
stock upon prior written notice to university, and university may assign its right to
receive payments hereunder.

b. This agreement constitutes the entire and only agreement between the parties relat-
ing to the research program, and all prior negotiations, representations, agreements
and understandings are superseded hereby. No agreements altering or supplement-
ing the terms hereof may be made except by means of a written document signed
by the duly authorized representatives of the parties.

c. Notice required by this agreement by Articles 8, 9, or 11 shall be given by prepaid,
first class, certified mail, return receipt requested. Notices and other communica-
tions regarding the day-to-day administration and operation of this agreement shall
be mailed (or otherwise delivered), and addressed in the case of university or spon-
sor to: ATTN: (CONTACT PERSON), UNIVERSITY or SPONSOR, ADDRESS,
CITY, STATE ZIP

d. This agreement shall be governed by, construed, and enforced in accordance with
the internal laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their
duly authorized representatives.

SPONSOR
By
Title

University of Central Oklahoma
By
Title

Please forward this information to the Intellectual Property Office , University of Central Oklahoma
100 N. University Drive, Edmond, OK 73034-5209

J-50
APPENDIX K
STUDENTS AFFECTED BY MILITARY CALL-UP/ MOBILIZATION
APPENDIX K
STUDENTS AFFECTED BY MILITARY CALL-UP/
MOBILIZATION

K.1 STUDENT MILITARY LEAVE

Following are standards and guidelines for accommodating UCO students ordered to active duty. Some issues related to federal or state financial aid and veterans’ benefits can not be addressed conclusively without information from those respective agencies.

A. They will have the option of withdrawing at any point in the semester. The type of withdrawal may either be “no record” within the no record withdrawal period, or a “W” thereafter. The “no record” withdrawal does not appear on the transcript.

B. They may request an “I” (Incomplete grade) from their instructors. That decision authority rests with each faculty member concerned. Normally, eligibility for an “I” is based on having completed enough of the course where just a small portion remains, and can be completed without having to re-enroll in the course. Their request should, circumstances permitting, be made prior to departing for military duty.

C. Those students given a “I” will be allowed to complete the remaining work required for a grade upon their return from military duty. The normal one-year time limit for resolving an “I” will not start until their return and may be extended at the discretion of the instructor.

D. Faculty members may issue an appropriate grade for students who, at the time of call-up, have completed a substantial portion of the course to merit receiving a final grade. The suggested guideline is completion of at least 11 weeks of the semester.

E. To the degree allowed by federal and state law, UCO will refund to the student all tuition and fees associated with the semester of enrollment at the time of call-up. Certain financial assistance or benefit programs, however, may have stipulations which impact the amount which may be refunded. Only students who withdraw will be eligible for refunds.

F. Students must coordinate as soon as possible with the UCO Enrollment Services
and Financial Aid offices for counseling and an exit interview. This may be done personally or in writing, but not by phone. They must provide a copy of their military orders at that time.

G. Students returning to the university upon completion of their military call-up duty will be given priority consideration for re-enrollment.

H. The leave of absence granted pursuant to Senate Bill 1830 shall not exceed a cumulative five (5) years.
APPENDIX L
SABBATICAL LEAVE
APPENDIX L
SABBATICAL LEAVE

L.1 SABBATICAL LEAVE
The Regional University System of Oklahoma (RUSO) Board authorizes the university to grant sabbatical leave. If a university chooses to grant sabbatical leave, the following guidelines will prevail:

Purpose: The university may grant a sabbatical leave to faculty members to provide an opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and travel. The primary purpose of sabbaticals should be for post-doctoral study. A sabbatical may be used to engage in specialized scholarly activity or to provide a broad cultural experience. Such sabbaticals are intended to take place in off-campus settings. The university views a sabbatical as an investment with the expectation that the sabbatical will significantly enhance the faculty member’s capacity to contribute to the objectives of the university. For this reason sabbatical leave applications are approved only when significant evidence indicates that the individual will achieve this purpose. Also, the approval of such sabbaticals shall be consistent with appropriate budgetary and faculty arrangements so as not to disrupt the instructional program or other vital operations of the university (Section 3.5, RUSO).

Conditions of Award: A full sabbatical leave will be for one year at one-half salary. Persons who qualify for less than full sabbatical may be awarded a sabbatical on a proportional basis. Sabbatical leaves shall not be used as a means of augmenting personal income. The sabbatical program requires that persons on sabbatical devote full-time to the scholarly activity for which the sabbatical is granted and will receive no salary or stipend from sources other than the university, except that, with university approval, (1) persons on sabbatical at less than full salary may engage in other scholarly activity consistent with that for which the sabbatical is granted and receive salary, stipend, or honorarium from other sources in such amounts that total salary stipend, and honorarium do not exceed the annual income normally earned, and (2) persons on leave may receive grants from other sources for travel and research expenses incident to their scholarly activity (Section 3.5, RUSO).

Individuals receiving sabbatical leave shall enter into the following written agreement to return to the service of the university and remain for a number of months equal to four times the number of months of full-time equivalent salary (example: One half (½) salary x ten (10) months = five (5) full-time months; the number of months to return to the university is five (5) full-time months x four (4) = twenty (20) months) or to repay the university the amount of salary received while on sabbatical leave, unless released from the obligation by the Board. If the individual returns to the university only for part of the time required, the amount to be paid the university shall be proportionally reduced (Section 3.5, RUSO).
AGREEMENT

1. I agree to report in writing to the Chief Academic Officer via my department chair or division chair within three months of returning to University service a report of the activities I undertook on my sabbatical and I understand that should I fail to do so any future leave application can be denied.

2. I agree to withdraw from all departmental, college, and University committees for the duration of my leave.

3. I agree to remain in the service of the University at not less than my present salary for a number of months equal to four times the number of months of full-time equivalent salary.

4. I further agree that, in the event I do not return to the University, I will repay the University salary and cost of benefits received from the University during the sabbatical leave, and that, if I do not repay such sums upon demand the University may bring all necessary legal actions to recover this money from me.

5. I have read section of the Faculty Handbook regarding the official policy of sabbatical leave.

6. I have read and reviewed the rules and regulations of the Oklahoma Teachers Retirement System related to sabbatical leave.

NAME (Please type):

SIGNATURE: ______________________________________________

At the termination of the sabbatical, and not later than three months after returning to the campus, the individual shall submit a report of the activities undertaken to the chief academic officer through the department chair and division chair. The report will be used to evaluate future applications for sabbaticals of faculty members who have been granted one or more sabbaticals (Section 3.5, RUSO).

Eligibility: Faculty members are eligible for full sabbatical leaves when they have been full-time employees of the university for six academic years. In order to qualify for a prorated sabbatical, the individual must have been a full-time employee of the university for a minimum of two academic years. For the purpose of determining eligibility for sabbatical leave, time spent on a sabbatical is considered as full-time employment; however, time spent on leave without pay is not considered full-time employment. A faculty member is eligible for a subsequent full sabbatical after six years following any sabbatical leave whether full or partial (Section 3.5, RUSO).

Application: A faculty member shall make formal application for a sabbatical leave which includes the reasons for requesting the sabbatical leave, the activities planned during the sabbatical, and a schedule of the use of time while on the sabbatical leave. The application should be submitted to the president of the university through the appropriate department chair, division chair or dean, and vice president. The department chair, division chair or dean, and vice president shall each include a recommendation regarding the sabbatical leave. The decision for recommendation of a sabbatical leave shall be based on the following criteria:
a) evidence of the highest critical need in order to maintain academic effectiveness
b) total years of academic or professional service at the university;
c) potential contribution to an academic or professional discipline;
d) length of remaining service to the university;
e) possession of a terminal degree in the teaching field assigned; or pursuing a terminal degree in a teaching field in which there is a shortage of qualified faculty. (Section 3.5, RUSO)
APPLICATION FOR SABBATICAL LEAVE

Directions: This application must be submitted through channels to the Provost/Vice President for Academic Affairs on or before February 1st prior to the academic year for which sabbatical is being requested.

FROM: DATE:  
First Name Middle Last Name

Department

I am applying for sabbatical leave during:
Academic Year _________

☐ Fall Semester  ☐ Spring Semester  ☐ Fall and Spring Semester

Statement of Understanding and Acceptance:
I have read the portion of the UCO Faculty Handbook dealing with Sabbatical Leave and agree to comply with all provisions outlined therein.

As required by the Regional University System of Oklahoma (RUSO), attached is a statement outlining my “…reasons for requesting the sabbatical leave, the activities planned during the sabbatical, and a schedule of the use of time while on sabbatical leave.”

If sabbatical leave is granted, I agree to sign the Sabbatical Agreement and abide by the rules therein. I understand that no later than three (3) months after my return to the University, I will submit through channels a formal report of my professional activities and accomplishments while on sabbatical leave.

Applicants Signature  Date

Department Chair/School Director recommendation:  ☐ Approve  ☐ Disapprove
(Attach additional rationale for approval/disapproval as appropriate)

Signature  Date

Dean recommendation:  ☐ Approve  ☐ Disapprove
(Attach additional rationale for approval/disapproval as appropriate)

Signature  Date

Provost/Vice President for Academic Affairs Decision:  ☐ Approve  ☐ Disapprove

Signature  Date
APPENDIX M

REVISING THE

FACULTY HANDBOOK
APPENDIX M
REVISING THE FACULTY HANDBOOK

M.1 FACULTY HANDBOOK EDITORIAL BOARD

The Faculty Handbook Editorial Board shall consist of the associate vice president of Academic Affairs, a college dean, a department chair/school director (from a different college than the serving dean), the Faculty Senate president, a Faculty Senate representative, an Academic Affairs Curriculum Council representative, a Graduate Council representative, the Executive Director of Academic Policy and Curriculum, and the ex-officio Academic Affairs Publishing and Web Specialist. Additional members may serve in an ad hoc, ex-officio capacity as appointed by the chair. The Board will be chaired by the associate vice president or his/her designee.

The Editorial Board will ensure that new policies from the Regional University System of Oklahoma (RUSO) and the Oklahoma State Regents for Higher Education (OSRHE) are included in each handbook revision. Appropriate policies developed by the Office of Academic Affairs, the Faculty Senate, and other official UCO bodies and approved by the provost/vice president of academic affairs are to be included in each revision. The effective revision date is August 1st each year.
APPENDIX N
FACULTY MERIT-CREDIT PROGRAM
APPENDIX N
FACULTY MERIT-CREDIT PROGRAM

N.1 FACULTY MERIT-CREDIT PROGRAM

N.1.1 PURPOSE

The Faculty Merit-Credit Program provides awards to full-time faculty members who have demonstrated outstanding achievement at UCO in teaching, research/creative activities, and/or service within the previous two academic years. The Faculty Merit-Credit Committee determines awards according to established criteria and procedures.

N.1.2 BACKGROUND

Former President George Nigh approved the merit-credit Senate proposal on April 28, 1994, in response to Faculty Senate Proposal 92/3-6.

N.1.3 FACULTY MERIT-CREDIT COMMITTEE

The committee develops and administers all necessary processes and procedures to implement the Faculty Merit-Credit Program fully and operates under the auspices of the Office of Academic Affairs. It is composed of three faculty members elected from each undergraduate college and a representative from the Faculty Senate designated by the senate president. Members serve three-year terms, except for the Faculty Senate representative, who has a one-year term.

N.1.4 FUNDING

Funding for the program derives from interest income on matching funds donated to UCO for faculty (and staff) development.

N.1.5 MERIT-CREDITS

Awards take the form of “merit-credits” to be spent by the recipient for items that support the recognized performance, i.e., equipment, books, travel, etc. Cash awards are not part of the program.

N.1.6 ELIGIBILITY

All full-time UCO faculty members, with the exception of members of the Merit-Credit Committee, are eligible to apply. A full-time faculty member is eligible every year including the year(s) following an award, but recipients are not eligible within the same category in the next year.

N.1.7 APPLICATION PROCEDURES & TIME LINES

A completed application form must be submitted to the Faculty Merit-Credit Committee,
c/o Office of Academic Affairs, no later than the established deadline. A “Faculty Merit-Credit Application Guide” and application form are available on-line for all interested full-time faculty.

N.1.8 COMMITTEE RESPONSIBILITIES
The committee reviews applications and decides on awards in the spring semester. Recipients are usually announced at the fall semester General Faculty/Staff Meeting.

N.1.9 SELECTION CRITERIA
Criteria for receiving a Merit-Credit award are based on outstanding performance in one of three areas related to the university mission: teaching, scholarly/creative activity, or service. The committee uses established procedures to score applications. Award amounts are established based on the committee’s ranking and the amount of money available. The committee reserves the right to determine the number of awards and associated dollar amounts that will be granted as part of each application cycle. Merit-Credit will not be awarded twice for essentially the same specific activity. No written comments are made, which precluded any written feedback to any of the applicants.

N.1.10 REAPPLYING FOR MERIT-CREDIT
If a faculty member has previously submitted an application for merit-credit but has not received an award, an updated re-application may be submitted by the established deadline the next academic year.

N.1.11 ADMINISTRATIVE PROCEDURES
See the “Faculty Merit-Credit Application Guide” located on the Office of Academic Affairs website under “forms” for complete details. The deadline for spending Merit-Credit will normally be no later than the end of the fiscal year (May 15) following the fiscal year in which the award is made. No Merit-Credit will carry forward beyond that point without approval from the Office of Academic Affairs.

N.1.12 COMMITTEE RECORDS
The Office of Academic Affairs will be responsible for storing and archiving all applications and committee working papers for a period of three years. Thereafter, these documents will be destroyed.
N.1.13 UPDATES

The “Faculty Merit-Credit Application Guide” will be updated annually by the committee and the Office of Academic Affairs by September 15th. Any changes will be published and made available to all full-time faculty members. Any significant changes will be integrated into the next update of the UCO Faculty Handbook.

Suggestions to improve this program should be forwarded in writing to the Office of Academic Affairs.
APPENDIX O
GLOSSARY OF TERMS AND
ABBREVIATIONS
## APPENDIX O
### GLOSSARY OF TERMS AND ABBREVIATIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Cs</td>
<td>UCO’s core values: Character, Civility, and Community.</td>
</tr>
<tr>
<td>AA</td>
<td>Division of Academic Affairs.</td>
</tr>
<tr>
<td>AACC</td>
<td>Academic Affairs Curriculum Council (previously called the Academic Affairs Council or AAC).</td>
</tr>
<tr>
<td>AAC&amp;U</td>
<td>Association of American Colleges and Universities.</td>
</tr>
<tr>
<td>AASCU</td>
<td>American Association of State Colleges and Universities</td>
</tr>
<tr>
<td>AAHE</td>
<td>American Association of Higher Education.</td>
</tr>
<tr>
<td>AAUP</td>
<td>American Association of University Professors.</td>
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<tr>
<td>ABET</td>
<td>Accreditation Board for Engineering and Technology.</td>
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<tr>
<td>ACM</td>
<td>Academy of Contemporary Music.</td>
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<tr>
<td>ACS</td>
<td>American Chemical Society.</td>
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<tr>
<td>ACT</td>
<td>American College Testing.</td>
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<tr>
<td>ADP</td>
<td>American Democracy Project.</td>
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<tr>
<td>AF</td>
<td>Division of Administration and Finance.</td>
</tr>
<tr>
<td>ALF</td>
<td>Academic Leadership Fellows</td>
</tr>
<tr>
<td>AQIP</td>
<td>Academic Quality Improvement Process.</td>
</tr>
<tr>
<td>Banner</td>
<td>UCO’s integrated information management system (a product of Sungard HE).</td>
</tr>
<tr>
<td>B.A.T.</td>
<td>Behavioral Assessment Team</td>
</tr>
<tr>
<td>CAS</td>
<td>Council for the Advancement of Standards in Higher Education.</td>
</tr>
<tr>
<td>CB</td>
<td>College of Business</td>
</tr>
<tr>
<td>CDS</td>
<td>Common Data Set - a set of standard and precise measures used for consistent institutional comparisons in guidebooks, publications, and other media.</td>
</tr>
<tr>
<td>CeCE</td>
<td>Center for eLearning and Connected Environments</td>
</tr>
<tr>
<td>Central 6</td>
<td>UCO’s tenets of transformative learning (Discipline Knowledge; Leadership; Problem Solving; Service Learning and Civic Engagement; Global and Cultural Competencies; and, Health and Wellness).</td>
</tr>
<tr>
<td>Centralities</td>
<td>An email newsletter sent to all faculty and staff campus email accounts.</td>
</tr>
<tr>
<td>CEP</td>
<td>OSRHE’s Course Equivalency Project.</td>
</tr>
<tr>
<td>CEPS</td>
<td>College of Education and Professional Studies</td>
</tr>
<tr>
<td>CETTL</td>
<td>Center for Excellence in Transformative Teaching and Learning</td>
</tr>
</tbody>
</table>
CFAD  College of Fine Arts and Design
CIRP  Cooperative Institutional Research Program, a survey that collects comparative data on entering students.
CIF  Continuous Improvement Facilitators.
CIT  Continuous Improvement Team - Academic Affairs continuous improvement group that evolved into the CIF in 2005.
CLA  College of Liberal Arts
CMS  College of Mathematics and Science
Code of Student Conduct Policies and procedures for students.
CQI  Continuous Quality Improvement.
CQIT  Continuous Quality Improvement Team.
CUPA  College and University Professional Association.
D2L  Desire2Learn - UCO’s web Learning Management System (LMS) Dashboard A method of displaying and monitoring data.
Demographic Book  UCO Enrollment Statistics and Demographics Book contains information regarding various aspects of the student body for the current term.
Division  The university divides its organization into seven divisions: Academic Affairs, Administration and Finance, Student Affairs, Information Technology, Leadership, Development, and Enrollment Management.
EHS  Environmental Health and Safety Division.
ELA  Educator’s Leadership Academy
EM  Division of Enrollment Management.
Employee Handbook  Policies and procedures for UCO employees.
Employment Services  Human Resources Department
Factbook  UCO’s Factbook is published annually. The book contains information on the student body, faculty and staff, organizational structure, the state system, and other areas of interest.
Faculty Handbook  Policies and procedures for faculty members.
Faculty Survey  An external survey measuring faculty perceptions.
Foundation  The UCO Foundation.
FTE  Full-time Equivalent. For example, a full-time faculty member would count as 1 FTE faculty member. An adjunct that teaches 3 hours would contribute 0.25 toward a count of total FTE instructors. FTE students are counted in a similar way.
GSS  Graduating Student Survey, an internal survey administered to all graduating students.
HLC
Higher Learning Commission - a division of North Central Association and UCO’s primary accrediting body.

HR
Human Resources Department; official name is Employment Services

IPEDS
Integrated Postsecondary Education Data System.

IPP
Individual Performance Plan.

IR
Office of Institutional Research.

IT
Division of Information Technology (also called OIT, Office of Information Technology).

LEAF
Leaders and Educators Academic Forum

Lean
An approach to process improvement.

LOT
Leaders of Tomorrow

Luminus
UCO’s web-based information portal more generally called “UCONNECT.”

MERLOT
Multimedia Educational Resources for Learning and Online Teaching. A national project, supported directly by OSRHE, to share web-based curriculum support.

NCA
North Central Association of Colleges and Schools.

NCAA
National Collegiate Athletic Association.

NSSE
The National Survey of Student Engagement, a survey that UCO is committed to administering every three years. This survey, which is administered to freshmen and seniors, attempts to measure how well a student connects with his or her university environment.

OIT
Office of Information Technology (also called Division of Information Technology).

Old North
UCO’s oldest building and an icon for the campus.

OSHA
Occupational Safety and Health Administration

OSRHE
Oklahoma State Regents for Higher Education.

Passport UCO
Program that highlights different international cultures on UCO’s campus each year.

PC
President’s Cabinet composed of the president, the Provost/VP for Academic Affairs, the Executive VP and VP for Administration and Finance, the VP for Student Affairs, the VP for Information Technology/Assistant to the President, the VP for Enrollment Management, the Vice President for University Relations, Vice President for Development, Vice President for Public Affairs and the Athletic Director.

PAC
Provost’s Advisory Council composed of the provost, vice provost,
associate and assistant academic vice presidents, deans and executive
director of university library.

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
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<tbody>
<tr>
<td>PLC</td>
<td>President’s Leadership Council.</td>
</tr>
<tr>
<td>PS</td>
<td>Police Services (under the division of Safety and Transportation)</td>
</tr>
<tr>
<td>RUSO</td>
<td>Regional University System of Oklahoma (previously known as BOROC).</td>
</tr>
<tr>
<td>SA</td>
<td>Division of Student Affairs.</td>
</tr>
<tr>
<td>SPIE</td>
<td>Student Perception of Instructional Effectiveness, an internal instructor evaluation tool.</td>
</tr>
<tr>
<td>SSCI</td>
<td>Self Study for Continuous Improvement. This is the analysis document completed by academic departments every five years.</td>
</tr>
<tr>
<td>Staff Survey</td>
<td>An internally produced survey measuring staff perceptions.</td>
</tr>
<tr>
<td>Sungard HE</td>
<td>Producers of Banner and Luminus (UCONNECT).</td>
</tr>
<tr>
<td>SWOT</td>
<td>Strengths, Weakness, Opportunities, and Threats.</td>
</tr>
<tr>
<td>TC</td>
<td>Tutoring Central</td>
</tr>
<tr>
<td>T&amp;P</td>
<td>Tenure and Promotion.</td>
</tr>
<tr>
<td>Tinker AFB</td>
<td>Tinker Air Force Base located in Midwest City approximately a half hour’s drive from UCO.</td>
</tr>
<tr>
<td>UCO</td>
<td>University of Central Oklahoma.</td>
</tr>
<tr>
<td>UCONNECT</td>
<td>UCO’s web-based information portal based on SCT Luminus.</td>
</tr>
<tr>
<td>UCOSA</td>
<td>The UCO Student Association.</td>
</tr>
<tr>
<td>UCOvations</td>
<td>A one page color promotional sheet highlighting recent UCO accomplishments.</td>
</tr>
<tr>
<td>UDS</td>
<td>Unitized Data System.</td>
</tr>
<tr>
<td>Unit</td>
<td>A lower organizational level in one of the university’s four divisions (e.g. a college is a unit of Academic Affairs, and a department is a unit of a college).</td>
</tr>
<tr>
<td>Vista</td>
<td>The campus newspaper.</td>
</tr>
<tr>
<td>VPAA</td>
<td>The Vice President for Academic Affairs.</td>
</tr>
<tr>
<td>VPA</td>
<td>The Vice President for Administration</td>
</tr>
<tr>
<td>VPIT</td>
<td>The Vice President for Information Technology.</td>
</tr>
<tr>
<td>VPPA</td>
<td>The Vice President for Public Affairs</td>
</tr>
<tr>
<td>VPSA</td>
<td>The Vice President for Student Affairs.</td>
</tr>
<tr>
<td>VSA</td>
<td>Voluntary System of Accountability.</td>
</tr>
<tr>
<td>WCMS</td>
<td>Web-content management system</td>
</tr>
</tbody>
</table>
APPENDIX P
BYLAWS OF THE UNIVERSITY OF CENTRAL OKLAHOMA
EMERITUS FACULTY ASSOCIATION
ARTICLE I
Name

The name of the association shall be the Association of Emeritus Faculty of the University of Central Oklahoma.

ARTICLE II
Membership

SECTION I. Eligibility

1. Full Membership in the Association shall be open to (a) all emeritus faculty and (b) retired administrators and staff who have not served as full-time faculty, but were eligible to serve on the University of Central Oklahoma Faculty Senate. Emeritus status is granted by the Regents for the Regional University System of Oklahoma. Only full members in good standing are eligible to hold office, a standing committee chairpersonship, or be elected to the Board of Directors. Only full members of the Association are eligible to vote.

2. Associate Membership is available to (a) full-time faculty who have left the service of UCO without officially taking retirement; (b) active faculty who wish to become involved with the Association prior to retirement; (c) spouses of those eligible for full membership; and (d) widows or widowers of those eligible for full membership. Other membership applications will be considered by the Membership Committee on a case by case basis.

3. Membership is obtained via approved application and through the payment of annual, multi-year or lifetime membership dues. A full or associate member whose dues are current is considered to be in good standing.

SECTION II. Dues and Financing

1. The annual membership dues shall be established by the Board of Directors. A lifetime membership payment, the amount to be established by the
Board of Directors, shall entitle an individual to membership without payment of annual dues. Spouses of retired faculty shall not pay dues as long as the retired faculty member is living.

2. Yearly membership will begin on January 1 and end on December 31. New annual members joining the Association at the end of, or after the spring semester, shall be considered paid up for that membership year. Newly retired faculty shall be offered a complementary membership for the remainder of the calendar year in which they retire.

3. Membership dues will help defray printing and mailing expenses, courtesy cards for members and other incidental costs.

4. The Association may assess its members for special benefits, e.g. meal functions and special mailings. Such assessments, however, shall not be used as a means of supplementing the treasury. The Association may conduct fund-raisers for special purposes and for the general treasury.

SECTION III. Meetings, Quorum & Voting Procedures

1. There shall be at least two official business meetings per membership year, preferably one each semester. Additional meetings may be scheduled by the Executive Committee as needed.

2. A quorum for action of the Association shall be the lesser of 10% of the members or 15 members.

3. If mail solicitation is used for voting on actions of the Association, including balloting for officers, a valid return must be obtained from at least the lesser of 20% of the membership or 30 members.

4. A member may vote by written proxy.

ARTICLE III
Purpose and Objectives

SECTION I. Purpose

The Association shall have as its primary purpose the continuing involvement and partici-
pation of emeritus faculty with the university in the belief that such involvement and participation is highly beneficial both to the university and to individual faculty members.

SECTION II. Objectives

The objectives of the Association are those set forth below in these Bylaws and may be amended by action of the Board of Directors and/or the membership.

1. To provide an independent, autonomous group to promote, further advance and develop strong relationships with the University and to enhance the roles of both emeritus faculty and the University.

2. To encourage and assist in the determination of privileges and courtesies extended by the university to emeritus faculty.

3. To encourage the provision of teaching and leadership opportunities for emeritus faculty by the university and to encourage emeritus faculty to assist the university by taking advantage of such opportunities.

4. To sponsor, promote and conduct social and educational activities for emeritus faculty and associate members.

5. To encourage the participation of emeritus faculty in university sponsored professional and cultural events.

6. To serve as a communication link between emeritus faculty with the university and to communicate via means of periodic newsletters and the UCO web site.

SECTION III. Rights and Privileges of the Association

In furtherance of these objectives but not in limitation thereof, the Association shall have the privilege and right:

1. To collect and disseminate data, statistics, and other information related to Association membership and activities.

2. To develop an Association position and recommendations with regard to selected University matters.

3. To recommend sound practices and procedures pertaining to University matters.
SECTION IV. Privileges and Opportunities of Members

In furtherance of these objectives but not in limitation thereof, the Members shall have the privilege to participate in available teaching and leadership opportunities, professional activities, social and cultural events, and courtesies offered by the university to emeritus faculty.

(Details for each of the above categories can be found in the ADDENDUM to the Bylaws.)

ARTICLE IV

Management of the Association

SECTION I. Administration

The administration of the Association shall be vested in the following:

1. A President who shall conduct meetings of the Association, the Executive Committee, and the Board of Directors; preside at other pertinent Association functions, appoint standing and Ad Hoc committees, and represent the Association in matters dealing with the other organizations of the University and with the general public.

2. A President-Elect who shall serve in the absence of, or at the direction of, the President.

3. A Past-President who shall serve as an advisor to the Executive Committee and perform such activities as directed by the President.

4. A Secretary-Treasurer who shall produce and maintain the minutes of meetings, records of decisions made by the Association, and a current accurate list of members and eligible members. In addition, the secretary-treasurer shall collect such dues as may be determined by the Association and be responsible for such disbursements from the treasury as may be authorized by the Executive Committee or by vote of the membership of the Association.

5. The standing committees of the Executive Committee are:

   a. The Advocacy and Benefits Committee which carries responsibility for identifying and promoting the interests of emeritus faculty, the opportunities for cooperation and service to the University, the retirement
benefits available and potentially available to faculty retirees and the dissemination of this information to the Publicity Committee.

b. The Membership Committee which carries responsibility for recruiting new members and promoting renewal of memberships. The committee is also responsible for preparing and updating lists of retired faculty and potential Associate Members including contact and other information.

c. The Activities Committee which carries responsibility for planning and implementing activities to be offered by the Association. Such activities should include educational, social, recreational, service, wellness, cultural and travel.

d. The Publicity Committee which carries responsibility for the quarterly publication and dissemination of the Association newsletter and for placing information about meetings and other Association activities on the university web site and in appropriate media outlets.

e. The Courtesy Committee which carries the responsibility of collecting and disseminating information of accomplishments, milestones, and health and welfare of retired faculty/administrators/academic support personnel. This information should be forwarded to the Publicity Committee and acknowledgement sent to the appropriate individual or family.

6. The Executive Committee shall consist of the foregoing officers and the Standing Committee Chairs. Actions taken by the Executive Committee shall be reported at regularly scheduled meetings of the Board of Directors and to the membership of the Association through newsletters and/or at regularly scheduled meetings.

7. A Board of Directors consisting of the President and three (3) at-large Directors elected by the members of the Association. The duties of the Board of Directors shall be to determine the broad policy, purposes, programs and directions of the Association and to assess the successes and/or limitations of the various Association activities. Members of the Board of Directors
are ex-officio members of the Executive Committee and may attend any or all of the Executive Committee meetings.

SECTION II. Election of Officers and Members-at-Large of the Board of Directors

1. Officers and members-at-large of the board of directors shall be elected by a majority of members attending the annual Fall meeting of the Association. The meeting is to be held at a time and place determined by the Executive Committee. A slate of candidates for office shall be supplied to the members of the Association prior to the annual meeting.

2. A slate of candidates for office shall be supplied to the members of the Association prior to the annual meeting.

3. The slate of candidates shall be prepared by an Ad Hoc Nominating Committee of at least three (3) members who shall be appointed by the President of the Association at least 60 days prior to the annual Fall meeting.

4. The slate prepared by the nominating committee shall include at least one candidate for each office, each of whom has indicated interest and willingness to serve.

5. The elected term of each officer (president, president-elect, secretary-treasurer) shall be as follows: the president-elect shall serve for a period of three years with the first year serving as president-elect, the second year as president and the third year as past president. The secretary-treasurer shall serve for a term of two years. Election of a new president-elect shall occur each year and the election of the secretary-treasurer shall occur in odd-numbered years. Terms of office shall commence with the end of the membership year in which the election took place. Incumbents may be re-nominated at the discretion of the Ad Hoc Committee on Nominations. The three members-at-large of the Board of Directors shall be elected to three-year terms with one (1) new member being elected.
each year. Chairs of the standing committees are appointed by the President, with approval of the Executive Committee, and shall serve for the duration of that President’s term of office. Incumbent chairs may be re-appointed at the discretion of the new President and the Executive Committee.

6. Provisions shall be made at the time of elections during the annual meeting for nominations for each office to be made from the floor.

7. If the office of President becomes vacant, the Past President shall assume the post. A vacancy in the office of past-president, president-elect, secretary-treasurer, or at-large member of the Board of Directors shall be filled from nomination by the Executive Committee and election by the Board of Directors.

SECTION III. Amendments to the Bylaws

Proposed amendments to the By-Laws shall be submitted to all members of the Association at least 30 days prior to the meeting at which actions on the amendments are to take place. Approval of the amendments shall require the positive vote of two-thirds of the quorum of members in attendance at the meeting. A schedule for and implementation of approved by-law amendments shall be the responsibility of the Executive Committee.

Approved October 2014
ADDENDUM TO THE BYLAWS
PRIVILEGES, COURTESIES AND OPPORTUNITIES OFFERED TO EMERITUS FACULTY BY THE UNIVERSITY OF CENTRAL OKLAHOMA

A. PRIVILEGES AND COURTESIES
1. The University of Central Oklahoma offers the following privileges and courtesies to emeritus faculty: university I.D. card, campus parking permit, discount at the university center bookstore, use of the university library and wellness center, limited use of the university health center, and access to faculty lounge areas on campus.

2. Emeritus faculty will have the privilege of auditing university classes with instructor approval when space is available and at no cost except for expendable supplies that are required for the class.

3. Emeritus faculty will be made aware of, and invited to attend, workshops that are designed specifically for them by the university.

4. Specific information about these privileges and courtesies and how to secure them may be obtained from the Office of Academic Affairs.

5. These privileges and courtesies may be extended to spouses of emeritus faculty when deemed appropriate by the Office of Academic Affairs.

B. PROFESSIONAL, CULTURAL AND SOCIAL OPPORTUNITIES
1. The University of Central Oklahoma offers the following professional, cultural and social opportunities to emeritus faculty:
   a. Invitations to attend university professional enhancement activities and department and college events.
   b. Invitations to attend university, college and department social events.
   c. Invitations to attend athletic events, student performances and cultural events free of charge or at the reduced rate available to regular faculty.
   d. Invitations to participate in academic processions at commencements.
The Office of Academic Affairs must be informed of intent to participate by the published deadline. Academic regalia will not be available through the Office of Academic Affairs.

e. Invitations to have professional and personal contact information included on the UCO Web site. This inclusion of information is voluntary and requires the approval of the department in which the faculty member taught.

2. Specific information about these professional, cultural and social opportunities may be obtained from the Association of Emeritus Faculty newsletter, the university web site and/or other public information media sources.

C. TEACHING AND LEADERSHIP OPPORTUNITIES

1. The university of Central Oklahoma offers the following teaching and leadership opportunities to emeritus faculty: guest lecturer, substitute teacher, class discussion leader, student adviser, student recruiter, member of graduate student advisory committee, mentor for new faculty and/or new administrator, consultant, fund raiser, member of department/college/university committee, Distinguished Emeritus Faculty Fellow (full or part time teaching, and University Ombudsman.

2. Most of these teaching and leadership activities will be performed voluntarily at no cost to the university. The exceptions are as follows;

a. Substitute teachers will be paid at the current adjunct faculty rate.

b. Consultants will be paid per negotiation with the department or college for whom they are serving as a consultant.

c. Reimbursement of travel costs, at the state reimbursement rate, will be provided for those persons involved in recruitment and/or fund raising.

d. Distinguished Emeritus Faculty Fellows will be paid at a rate of 5% more than the current adjunct faculty rate.

e. University Ombudsmen will be paid at an hourly rate of $50.00. Billable hours will include time necessary for review and background work
of a case as well as actual time spent with the faculty member requesting assistance.

f. It will be the responsibility of the emeritus faculty member to ensure that payment for services does not have a negative impact on their teacher retirement pay.

3. Specific information about these teaching and leadership opportunities may be obtained from the Office of Academic Affairs, the colleges deans and/or the academic department chairs.

Addendum Approved October 2009

UCO EMERITUS FACULTY RESEARCH PROGRAM

Information concerning the UCO Emeritus Faculty Research program can be found on the Emeritus Faculty website.
APPENDIX Q
THE UNIVERSITY OF
CENTRAL OKLAHOMA
POLICY FOR USE OF
COPYRIGHTED MATERIALS
APPENDIX Q
THE UNIVERSITY OF CENTRAL OKLAHOMA
POLICY FOR USE OF COPYRIGHTED MATERIALS

STATEMENT OF COMPLIANCE

The University of Central Oklahoma operates in compliance with the 1976 Copyright Act (title 17 of the United States Code) which grants copyright holders some exclusive rights to uses of their works. Section 106, as amended in 1995 and 2002, states:

§ 106 • Exclusive rights in copyrighted works

Subject to sections 107 through 122, the owner of copyright under this title has the exclusive rights to do and to authorize any of the following:

(1) to reproduce the copyrighted work in copies or phonorecords;
(2) to prepare derivative works based upon the copyrighted work;
(3) to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
(4) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
(5) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
(6) in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

The University directs faculty, staff and students to comply with the Copyright Act and provides, through this policy, information and clarification on the restrictions imposed by copyright law on the use of creative works, as well as the exceptions for uses permitted under the Fair Use Clause.
COPYRIGHT OVERVIEW
Any original creative work that is fixed in a tangible form is protected by copyright. These include:

- Literary works
- Musical works
- Dramatic works
- Pantomimes and choreographic works
- Pictorial, graphic, and sculptural works
- Motion pictures and other audiovisual works
- Sound recordings
- Architectural works

Immediate Protection

Though it was once required for works published in the United States to include a notice of copyright, protection is now automatic. Copyright is in effect the moment a work is fixed in any tangible form, including print, audio/visual/digital recordings, and pages on the open Web. No copyright symbol is required for a work to be protected by copyright.

The copyright holder is usually the author(s) of the work, but copyright can be transferred to an employer or any other individual(s) or institution(s), which is usually the case in a “work for hire” business arrangement.

Copyright is in effect for a limited term which varies according to the date of creation or publication. This reference table, When U.S. Works Pass into the Public Domain, was prepared by Dr. Laura Gasaway at the University of North Carolina and is also available and updated online:
<table>
<thead>
<tr>
<th>DATE OF WORK</th>
<th>PROTECTED FROM</th>
<th>TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Created 1-1-78 or after</td>
<td>When work is fixed in tangible medium of expression</td>
<td>Life + 70 years1 (or if work of corporate authorship, the shorter of 95 years from publication, or 120 years from creation2</td>
</tr>
<tr>
<td>Published before 1923</td>
<td>In public domain</td>
<td>None</td>
</tr>
<tr>
<td>Published from 1923-63</td>
<td>When published with notice3</td>
<td>28 years + could be renewed for 47 years, now extended by 20 years for a total renewal of 67 years. If not so renewed, now in public domain</td>
</tr>
<tr>
<td>Published from 1964-77</td>
<td>When published with notice</td>
<td>28 years for first term; now automatic extension of 67 years for second term</td>
</tr>
<tr>
<td>Created before 1-1-78 but not published</td>
<td>1-1-78, the effective date of the 1976 Act which eliminated common law copyright</td>
<td>Life + 70 years or 12-31-2002, whichever is greater</td>
</tr>
<tr>
<td>Created before 1-1-78 but published between then and 12-31-2002</td>
<td>1-1-78, the effective date of the 1976 Act which eliminated common law copyright</td>
<td>Life + 70 years or 12-31-2047 whichever is greater</td>
</tr>
</tbody>
</table>

Materials for which the copyright has expired are in the public domain. Materials produced by the U.S. federal government are also in the public domain, although copyright restrictions may apply to government materials published by independent vendors. Materials in the public domain are free of copyright restrictions. See the Stanford University Libraries page on The Public Domain for more information. For information on music in the public domain, visit www.pdinfo.com.

**FAIR USE**

Section 107 of the U.S. Copyright Law imposes certain limitations on the exclusive rights of the copyright holder. The following text is from a section which known as the *Fair Use Clause*:

Notwithstanding the provisions of sections 106 and 106a, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting,
teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include —

(1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
(2) the nature of the copyrighted work;
(3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
(4) the effect of the use upon the potential market for or value of the copyrighted work.

The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.

**Interpretation and Guidelines for Fair Use**

If the use of copyrighted material without permission is challenged, the four factors of the Fair Use Clause are considered together to assess whether the use of the material qualifies as a “fair use.” In general:

1. Use of a work for educational purposes by non-profit, accredited educational institutions weighs toward fair use, whereas use for commercial purposes weighs against. But not all educational uses qualify as fair use (the other three factors of the clause must also be considered), and some commercial uses have been judged to be fair use. The type of use is significant. Commentary, criticism, and “transformative” uses (incorporating parts of a work into a new, original presentation) weigh for fair use, whereas reproduction of a work as it was originally created weighs against. Coursepacks are not allowed, but an instructor could distribute copies of his or her own commentary on or criticism of a copyrighted work, including portions of that work for reference, provided the restrictions on amount, substantiality, and impact on marketability are honored.
2. The use of creative works such as fiction novels, paintings, plays, music, movies and other forms of artistic expression, including materials that are as of yet unpublished, weighs against fair use. Use of factual information from nonfiction articles or books weighs for fair use.

3. In general, using less of a work weighs more favorably toward fair use. However, in some cases, the entire work may be necessary to the use. A court has ruled, for instance, that the use of an entire image, in a small thumbnail, was acceptable. The law does not state exact amounts or percentages, but some guidelines are available below. (Note that even the use of a small portion of a work may be disallowed under the Fair Use Clause if that portion constitutes the “heart” of the material.)

4. Market effect includes the impact of the loss of sales and/or licensed usage. Uses that prevent sales weigh heavily against fair use. Copying and distributing portions of a book, for instance, that students would otherwise be expected to buy is not allowable under the Fair Use Clause. Uses that are allowed for classroom instruction under the Fair Use Clause might require permissions and licensing if used for other purposes, such as a book published for the commercial market.

UCO students, faculty and staff are directed to the guidelines listed below for help in utilizing the provisions of the Fair Use Clause. These have been developed to help users determine how much and for what purpose another’s work may be used under the provisions of the Fair Use Clause without seeking permissions and paying royalties:

- The Agreement on Guidelines for Classroom Copying in Not-for-profit Educational Institutions with respect to books and periodicals* developed by an Ad Hoc Committee to establish specific minimum quantities for copies (visual and sound) allowed by Fair Use and submitted to the House Judiciary Subcommittee on March 19, 1976
- Guidelines for Educational Uses of Music *
- Guidelines for Off-Air Recording of Broadcast Programming for Educational Purposes *
ALA Model Policy Concerning College and University Photocopying for Classroom, Research and Library Reserve Use posted on the website of The Coalition for Networked Information

Using Software: A Guide to the Ethical and Legal Use of Software for Members of the Academic Community posted on the website of The Coalition for Networked Information

Library and Classroom Use of Copyrighted Videotapes and Computer Software by Mary Hutchings Reed and Debra Stanek, American Library Association, 1986, archived on the website of The International Federation of Library Associations (IFLA)

Fair Use Guidelines for Educational Multimedia, produced by the Educational Multimedia Fair Use Guidelines Development Committee, 1996, and included in the University of Texas Copyright Crash Course

*These guidelines are included in Circular 21 – Reproduction of Copyrighted Works by Educators and Librarians issued by the United States Copyright Office and are provided here in full-text:

Agreement on Guidelines for Classroom Copying in Not-for-profit Educational Institutions with Respect to Books and Periodicals

I. Single Copying for Teachers

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

a. A chapter from a book
b. An article from a periodical or newspaper
c. A short story, short essay or short poem, whether or not from a collective work
d. A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper

Q-22
II. Multiple Copies for Classroom Use

Multiple copies (not to exceed in any event more than one copy per pupil in a course) may be made by or for the teacher giving the course for classroom use or discussion; provided that:

a. The copying meets the tests of brevity and spontaneity as defined below and,
b. Meets the cumulative effect test as defined below, and
c. Each copy includes a notice of copyright

Definitions

Brevity

i. Poetry: (a) A complete poem if less than 250 words and if printed on not more than two pages or, (b) from a longer poem, an excerpt of not more than 250 words.

ii. Prose: (a) Either a complete article, story or essay of less than 2,500 words, or (b) an excerpt from any prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

[Each of the numerical limits stated in “i” and “ii” above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.]

iii. Illustration: One chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue.

iv. “Special” works: Certain works in poetry, prose or in “poetic prose” which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph “ii” above notwithstanding such “special works” may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than ten percent of the words found in the text thereof, may be reproduced.

Spontaneity

i. The copying is at the instance and inspiration of the individual teacher, and

ii. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.
**Cumulative Effect**

i. The copying of the material is for only one course in the school in which the copies are made.

ii. Not more than one short poem, article, story, essay or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume during one class term.

iii. There shall not be more than nine instances of such multiple copying for one course during one class term.

[The limitations stated in “ii” and “iii” above shall not apply to current news periodicals and newspapers and current news sections of other periodicals.]

**III. Prohibitions as to I and II Above**

Notwithstanding any of the above, the following shall be prohibited:

a. Copying shall not be used to create or to replace or substitute for anthologies, compilations or collective works. Such replacement or substitution may occur whether copies of various works or excerpts there from are accumulated or reproduced and used separately.

b. There shall be no copying of or from works intended to be “consumable” in the course of study or of teaching. These include workbooks, exercises, standardized tests and test booklets and answer sheets and like consumable material.

c. Copying shall not:
   a. substitute for the purchase of books, publishers’ reprints or periodicals;
   b. be directed by higher authority;
   c. be repeated with respect to the same item by the same teacher from term to term.
   d. No charge shall be made to the student beyond the actual cost of the photocopying.

**Guidelines for Educational Uses of Music**

A) Permissible Uses
1) Emergency copying to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies shall be substituted in due course.

2) For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or aria, but in no case more than 10 percent of the whole work. The number of copies shall not exceed one copy per pupil.

3) Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.

4) A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.

5) A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.)

B) Prohibitions

1) Copying to create or replace or substitute for anthologies, compilations or collective works.

2) Copying of or from works intended to he “consumable” in the course of study or of teaching such as workbooks, exercises, standardized tests and answer sheets and like material.

3) Copying for the purpose of performance, except as in A(1) above.

4) Copying for the purpose of substituting for the purchase of music, except as in A(1) and A(2) above.
Guidelines for Off-Air Recording of Broadcast Programming for Educational Purposes

1. The guidelines were developed to apply only to off-air recording by non-profit educational institutions.

2. A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable transmission) and retained by a non-profit educational institution for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of such retention period, all off-air recordings must be erased or destroyed immediately. “Broadcast programs” are television programs transmitted by television stations for reception by the general public without charge.

3. Off-air recordings may be used once by individual teachers in the course of relevant teaching activities, and repeated once only when instructional reinforcement is necessary, in classrooms and similar places devoted to instruction within a single building, cluster, or campus, as well as in the homes of students receiving formalized home instruction, during the first ten (10) consecutive school days in the forty-five (45) day calendar day retention period. “School days” are school session days—not counting weekends, holidays, vacations, examination periods, or other scheduled interruptions—within the forty-five (45) calendar day retention period.

4. Off-air recordings may be made only at the request of, and used by, individual teachers, and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.

5. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording.

6. After the first ten (10) consecutive school days, off-air recording may be used
up to the end of the forty-five (45) calendar day retention period only for teacher evaluation purposes, i.e., to determine whether or not to include the broadcast program in the teaching curriculum, and may not be used in the recording institution for student exhibition or any other non-evaluation purpose without authorization.

7. Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)

The DMCA, Title II, Section 512(c)(3) was enacted in 1998. In accordance with its provisions to limit the liability of nonprofit institutions of higher education for copyright infringement committed by their faculty or students, allegations of copyright infringement by users of the University of Central Oklahoma network will be investigated. Any users of the UCO network determined to have infringed the copyrights of others may have their access to online services terminated. Copyright holders who believe UCO users are infringing their copyrights should send notification to:

Jennifer Barger Johnson
Copyright Compliance Officer
University of Central Oklahoma, Box 108
100 N. University Drive
Edmond, OK  73034
Phone (405) 974-2444
Jbarger4@uco.edu

The DMCA prohibits the circumvention of technological protections of copyrighted materials. However, a ruling issued on July 26, 2010, by the Librarian of Congress exempts university professors and film and media students from that provision if protections are circumvented in order to incorporate short portions of motion pictures into new works for the purpose of criticism or comment for educational purposes, documentary filmmaking and noncommercial videos.
TEACH ACT

The Technology, Education and Copyright Harmonization Act of 2002 is an amendment to Section 110(2) of the Copyright Act. It facilitates distance education by allowing for the display and transmission of copyrighted materials such as movies, music, text, and images via broadcasting, the Internet, or classroom management systems, provided:

- the institution is a non-profit accredited educational institution
- the Online class is actively supervised by a faculty member or instructor
- the material used is relevant to a lesson in the class and comparable to what would be used in the classroom
- the material is obtained legally
- material created and marketed for online instruction is properly purchased or licensed
- analog materials are digitized only if no digital copy free of technical protections is available
- the use is consistent with the provisions of the Fair Use Clause
- access to the material is restricted to students enrolled in the class
- reasonable measures are in place to prevent retention and further dissemination of copyrighted materials
- notice of copyright is provided, e.g., “The materials on this course site may be copyrighted and are for use only by students enrolled in the course for purposes related to the course. They may not be retained or further disseminated.”
- there is no interference with the copyright holder’s technological measures to prevent retention and dissemination
- the institution has a policy of copyright compliance that is disseminated to its faculty, staff and students (UCO Policy for Use of Copyrighted Materials)

More information on the TEACH Act is available from:

- Columbia University Libraries Copyright Advisory Office - Posting Course Materials Online
- How Copyright Controls Content in Online Teaching: What You Can and Can’t Use by Peggy Hoon, J.D., North Carolina State University,
• The North Carolina State University TEACH Act Toolkit
• Penn State Teach Act Frequently Asked Questions

Uses not permitted by the TEACH Act may still be permitted under the Fair Use Clause of the Copyright Act. Any use of copyrighted materials by members of the UCO community that would exceed the bounds of Fair Use and the TEACH Act will require that the user obtain permission for the use from the copyright holder and pay any required licensing fees.

LICENSED ACCESS TO MATERIALS AT UCO

ONLINE ACCESS TO ARTICLES

Chambers Library provides online access to article literature through its licensing agreements with various database vendors, primarily EBSCOHost. In most cases, access is available to all students, faculty and staff whether on or off campus. Remote users are authenticated through the library’s proxy server.

Article records in the EBSCOHost databases include permanent links that, when coupled with the URL to the library’s proxy server, will allow users to be authenticated and then redirected to specific articles. Faculty members may post links to articles in this way within their course syllabi, WebCT pages, or online classes, provided that the publisher’s copyright statement does not prohibit such uses (e.g., Harvard Business Review does not allow linking to their articles). Articles in databases from other vendors can be accessed similarly. For help and more information, contact the eLearning Librarian at Chambers Library.

ONLINE ACCESS TO BOOKS

Chambers Library has purchased approximately 30,000 ebooks which can be identified through a search limited to ebooks in the library’s online catalog. Off-campus users are authenticated through the library’s proxy server.

ONLINE ACCESS TO FILM

In addition to hundreds of VHS tapes and DVDs which can be used individually and in the face-to-face classroom for lesson-related viewing, Chambers Library purchases access to streaming
SEEKING PERMISSIONS FOR USE OF MATERIALS

To seek permissions and licensing for use of copyrighted materials, faculty, staff and students are directed to:

- the Copyright Clearance Center for printed materials
- Movie Licensing USA or the Motion Picture Licensing Corporation for movies
- The American Society of Composers, Authors and Publishers for music

STRATEGIES FOR STUDENT AND FACULTY EDUCATION

In accordance with the TEACH Act, UCO faculty, staff and students will be made aware of copyright law through educational materials provided online on the UCO main website and the Chambers Library web page, including this policy and other audience-specific guides, as well as the UCO Department of Information Technology web page on Copyright, Intellectual Property Rights and Licensing Issues.

Students who receive information literacy instruction through Chambers Library will be advised of copyright law and compliance. In addition, a link to this policy and to a student-oriented guide will be included in the UCO Student Information Sheet and Syllabus Attachment in accordance with the Higher Education Opportunity Act (HEOA) of 2008. (More information on the HEOA is available from the American Library Association.) UCO directs students, staff and faculty to legal downloading sites.

Introduction to the UCO campus copyright policy shall be included in faculty and staff orientation programs. In addition, faculty, staff and students shall be directed to obtain further information through these recommended websites:

- United States Copyright Office
- Copyright Clearance Center
- Baylor University Copyright Policy
- University of California Copyright Education Website

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• University of Berkley Course Website Copyright Issues
• Florida State University Copyright Compliance Guidelines
• Georgia University System of Georgia Copyright Policy
• Georgia State University Copyright, Permissions and Policy
• Massachusetts Institute of Technology Information Policies, Reproduction of Copyrighted Material
• University of North Carolina Committee on Copyright
• North Carolina State University Copyright Administration
• University of St. Francis interactive tutorial Copyright Bay
• University of Texas Copyright Crash Course
• Yale University’s Copyright Resources Online

**Operational Terms**

• Copyright – the 1976 United States Copyright Act granting exclusive rights to an author, composer, designer, or other creator (or his assignee), to print, publish, and sell copies of his original work for a given period of time.

• Fair Use – conditions under which copyrighted materials may be used by someone other than the copyright holder without seeking permissions and paying royalties.

• Guidelines – widely accepted agreements which, though not binding as law, serve to more clearly define the parameters under which one may utilize the fair use provisions of the U.S. copyright law.

• Public domain – materials which belong to, or are generally available to, everyone and are not subject to copyright.
APPENDIX R
THE UNIVERSITY OF CENTRAL OKLAHOMA FACULTY EXCHANGE GUIDELINES
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FACULTY EXCHANGE GUIDELINES

Approved by the Provost’s Cabinet on June 19, 2013

Faculty exchange refers to a faculty member coming to the University of Central Oklahoma (UCO) or a faculty member going from UCO to another university for the purpose of research, scholarly or creative activities exchange. Planning for a faculty exchange should begin at the department level. Most faculty exchanges are for a brief period of 2-3 weeks, but can last as long as a semester in duration.

The benefits of faculty exchanges are numerous in helping UCO students, as well as students at the sites hosting our faculty, acquire discipline knowledge through an international lens. Faculty exchanges also certainly benefit the person going abroad to share their expertise in another setting. A seminar might bookend a faculty member leading a short-term study abroad for students, or perhaps in conjunction with data collection for research. Another benefit of faculty exchanges is the networking opportunity between UCO and the hosting university. Because the faculty exchanges should not exist in a silo separated from other global activities at UCO, it is important that the offices involved be aware of the exchange.

The first question on a faculty member’s mind when they inquire about a faculty exchange is usually, “How does the money part of it work?” Participating in a faculty exchange can be considered to be similar to presenting at a conference. In other words, typically you are not paid to participate in a faculty exchange, nor does the person reciprocating the exchange to UCO. Airfare is covered by the sending university, and room/board is covered by the hosting university. The faculty member can expect to shoulder some of the daily living expenses just as one does at home.

FOR UCO FACULTY:

1. Any UCO faculty member interested in an exchange should submit a proposal that explains what specific mutual benefits are anticipated from the interchange.
This information will include areas of expertise the faculty member can offer the host institution, as well as how the international experience will contribute to the faculty member’s teaching and/or research. The faculty member shall also submit, with his or her application, a statement from the Department Chair/School Director or college/division designee indicating that the department or school would be able to make arrangements necessary to support the faculty member’s participation in the proposed exchange, should the proposed exchange be approved.

2. The Dean of each college will create a system to select faculty from the applicants to participate in the exchange program and forward the selected faculty names to the Provost for final approval.

3. Upon approval, the Provost will forward the names to the Coordinator of Campus Faculty Exchange who will assist the faculty member arranging the exchange with a partner institution.

4. Individuals traveling with a faculty member must be approved by both the host and home institutions. These individuals must sign a UCO waiver of liability and travel at their own expense.

FOR VISITING FACULTY:

1. In consultation with the department faculty members, the Department Chair / School Director or college/division designee will send a request for a visiting faculty member to the Dean of the college. The request should outline the discipline specialty and region of the world from which the department would like a visiting faculty member.

2. The Dean of each college will create a system to select which requests will go forward to the Provost for approval.

3. Upon approval, the Provost will forward the request to the Coordinator of Campus Faculty Exchange who will work with the requesting department/college/division and survey UCO’s international partners to find an appropriate faculty member for the exchange.

4. Upon confirmation of the exchange, the Coordinator will work with the depart-
ment chair to construct an itinerary for the visiting scholar including scheduling lodging and official meetings.

5. The Department Chair/School Director or college/division designee should work with Academic Affairs to complete necessary paperwork if the visiting scholar will be teaching or receiving an honorarium.

6. In addition, the Coordinator will coordinate with the Centre for Global Competency to complete necessary paperwork including Visas when necessary.