

# Faculty Handbook



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*Please note that the Faculty Handbook is an organic document and changes from time to time.*

*The official version of the handbook resides on the AUS website at the following URL:*

***<https://www.aus.edu/faculty-handbook/>***

# ***The Faculty Handbook***

The Faculty Handbook consists of three parts:

1. a preamble (preliminary issues) section explaining the nature of the Faculty Handbook and giving general information about AUS (mission statement, strategic directions and goals, etc.)
2. a main section outlining the policies and procedures that govern faculty work at AUS
3. appendices providing details for some of the policies

## **Purpose of the Faculty Handbook**

The Faculty Handbook contains the main policies approved to date by the Board of Trustees of AUS and/or the University's higher administration, and policies that are produced in consultation with the faculty (through the Senate) and the Council of Deans. The Faculty Handbook is meant to serve as the primary reference for policies pertaining to the faculty members' work at AUS.

AUS colleges and school can have their own manuals, which may state specific internal policies. However, policies contained in or appended to the AUS Faculty Handbook apply to all AUS faculty and supersede college/school statements.

## **Interpretation**

The policies presented in the Faculty Handbook are binding to both the faculty members and the administrators. Interpretation of the Faculty Handbook in specific instances and resolution of conflicts over them is made jointly by the University's higher administration (the Chancellor and the Provost and Chief Academic Officer) and the Senate Executive Committee.

## **Amendments**

Amendments can be made to existing policies and consequently to the Faculty Handbook as explained below. New policies take effect once announced by the Chancellor's office or the Provost and Chief Academic Officer's office. New policies will appear in the next version of the Faculty Handbook.

Amendments to the Faculty Handbook affect all University faculty members. Therefore, all amendments must be reviewed by the faculty as set forth below:

### ***Initiation***

Proposals for amendments to the Faculty Handbook may be submitted by the Chancellor, the Faculty Senate, or by written petition of 10% of the total faculty, through the Faculty Senate and through its committee structure. The proposal will include the amendment and the rationale for the proposed amendment. Proposals for amendments must be submitted in the proper style and format for insertion into the Faculty Handbook. The Senate's recommendation on any proposal will be distributed in writing to all members of the Faculty Assembly, together with the rationale.

### ***Approval***

Recommendations for approval of amendments proposed by the Faculty Senate and the Faculty Assembly (see the Faculty Organization Plan) are forwarded to the Chancellor. A two-thirds majority is required for a positive recommendation. The two-thirds requirement for the Faculty Assembly will be based on the number of Faculty Assembly members present and voting. If the Chancellor also approves the proposed amendment(s), he/she submits the amendment(s) to the Board of Trustees for final action.

***Restrictions***

Faculty review of amendments to the Faculty Handbook will not be conducted during periods when a significant portion of faculty members are absent from campus, such as during holidays and summer sessions.

***Publication and Distribution of Amendments***

The Office of the Provost and Chief Academic Officer has the responsibility for publishing and distributing approved amendments to this Faculty Handbook to the faculty within 30 days of the date of final approval by the Board of Trustees.



# ***The American University of Sharjah***

## **Preamble**

The American University of Sharjah (AUS) was founded in 1997 by His Highness Sheikh Dr. Sultan Bin Mohammad Al Qassimi, Member of the Supreme Council of the United Arab Emirates and Ruler of Sharjah. His Highness Sheikh Dr. Sultan articulated his vision of a distinctive institution against the backdrop of Arab-Islamic history and in the context of the aspirations and needs of contemporary society in the UAE and the Gulf region.

AUS was mandated to:

- reinforce the efforts of the leaders of the UAE “to ensure that science and education regain their rightful place in the building and advancement of our society and shaping the lives of our children”
- join other institutions of higher education in seeking “to reshape fundamentally the minds of our youth to enable them to address the challenges of life using the scientific method”
- become a “center for educational development and the solution of social problems”
- become “organically linked” to the economic, cultural, scientific and industrial sectors of society in “productive cooperation”
- exercise the “independence and objectivity in teaching and research” necessary for the achievement of these goals

## **Mission Statement**

The American University of Sharjah (AUS) is a comprehensive, independent, non-profit, coeducational institution of higher education that fosters excellence in teaching, learning and research. Based on an American model of higher education and grounded in the culture of the Gulf region, AUS fosters a community that embraces cultural diversity and whose members are committed to the ideals of open intellectual inquiry, ethical behavior and social and civic responsibility. An engaged, productive and effective member of society, AUS educates lifelong learners who display mastery in the core competencies of their areas of specialization, and who communicate clearly, think critically and solve problems creatively.

## **Strategic Directions and Goals**

### **I – Strategic Direction: Academics**

AUS provides an academic environment that fosters innovative teaching, learning and research; offers educational programs of relevance to its setting; and educates lifelong learners who display mastery in the core competencies of their areas of specialization, communicate clearly, think critically, solve problems creatively, and who demonstrate commitment to the ideals of academic integrity.

Goal 1: Continuously improve the quality of undergraduate and graduate teaching and learning

Goal 2: Address regional needs for intellectual capital and skilled leadership

Goal 3: Enhance the volume, quality, and reputation of research

Goal 4: Structure and implement planning and assessment mechanisms to ensure that AUS can make informed decisions

### **II – Strategic Direction: Building Campus Community**

AUS fosters a diverse and culturally vibrant community that embraces the ideals of open intellectual inquiry, ethical behavior and social and civic responsibility and that provides meaningful engagement for students, faculty, staff, alumni and the public.

- Goal 1: Develop a social and physical environment that enhances the quality of campus life and encourages the involvement of students, faculty, staff and alumni in the activities of the University
- Goal 2: Establish ties with external institutions whose activities related to social and civic responsibilities will enhance the quality of campus life for the AUS community
- Goal 3: Develop an environment that values, enhances, and reinforces ethical behavior and responsibility
- Goal 4: Structure and implement assessment mechanisms that ensure AUS meets its campus community goals

### **III – Strategic Direction: Building Mutually Beneficial External Relationships**

AUS contributes to the development of its external environment by building mutually productive and sustainable strategic relations with key partners and stakeholders.

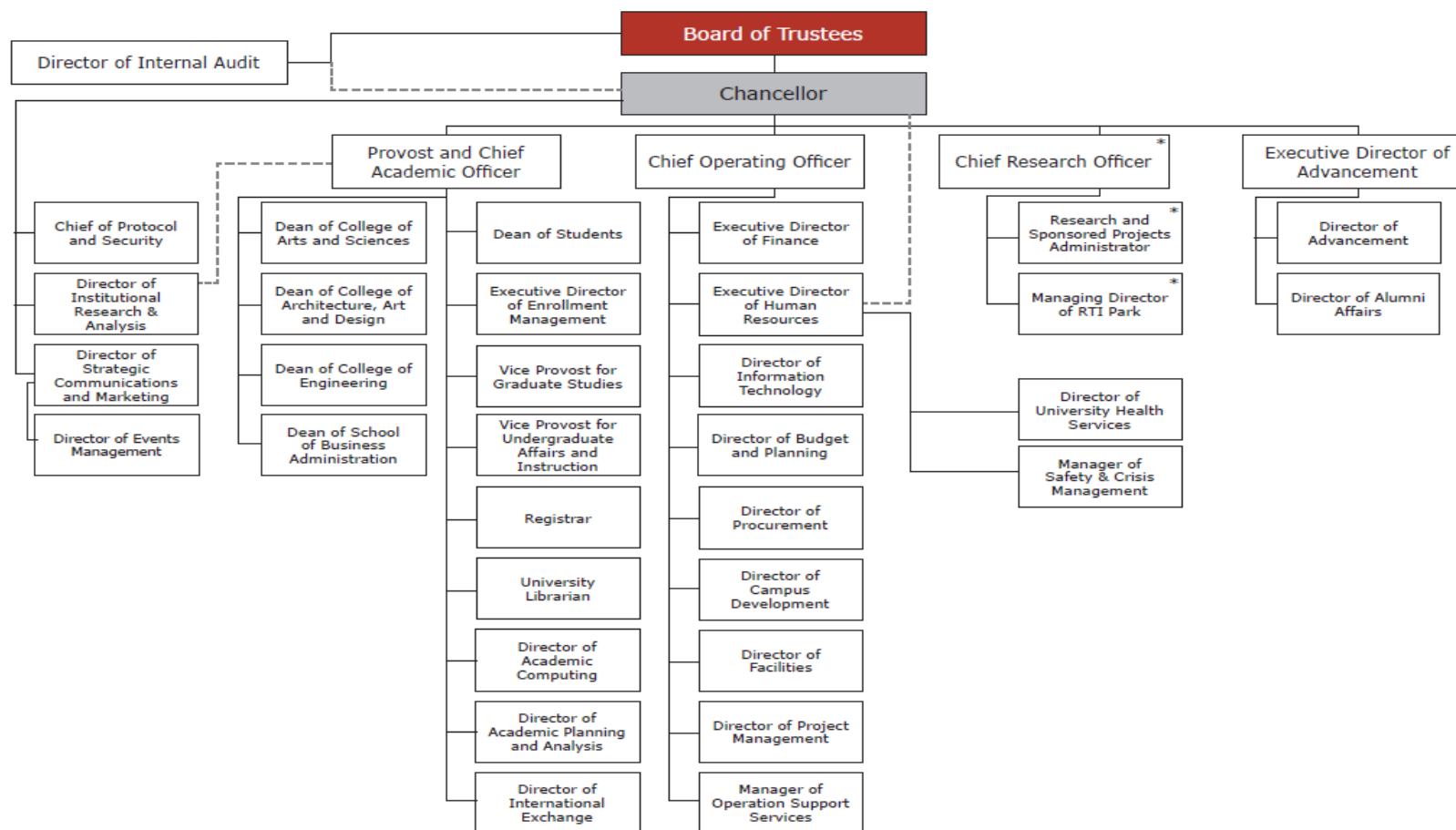
- Goal 1: Identify and partner with strategic external organizations and institutions to serve the needs of AUS and the external community
- Goal 2: Promote events that develop a mutually beneficial relationship between AUS and its external community
- Goal 3: Develop and deliver a range of educational training programs to enhance human capital within identified constituent groups and to meet the needs for lifelong learning
- Goal 4: Contribute to knowledge, with emphasis on local needs, through consultancy activities, basic and applied research and creative pursuits
- Goal 5: Structure and implement assessment mechanisms that ensure AUS meets its external community goals

### **IV – Strategic Direction: Institutional Effectiveness**

AUS enhances organizational and operational structures that ensure the efficient utilization of physical, human and financial resources in achieving the University's academic goals.

- Goal 1: Maintain and enhance the physical, operational and governance infrastructures that support the teaching, learning, research and service mission of the University
- Goal 2: Secure the long-term funding necessary to attract and retain outstanding faculty and staff, increase financial grants and graduate stipends, and revitalize the campus
- Goal 3: Provide an environment that supports and encourages personal growth and the professional development of students, faculty, staff and alumni
- Goal 4: Structure and implement assessment mechanisms that ensure AUS meets its institutional effectiveness goals

## Organization Chart



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# CHAPTER 1 Faculty Roles, Ranks, and Titles

To carry out its instructional responsibilities to students and to conduct scholarly activities and perform services to society and the University community, the American University of Sharjah employs faculty members in the following roles:

- A. Regular Faculty:** Professor, Associate Professor, Assistant Professor, Senior Lecturer, Lecturer, Senior Instructor and Instructor
- B. Non-Regular Faculty:** Visiting faculty, Appointee-in-residence, Professor-of-practice, Research Professor, adjunct faculty and special contract faculty
- C. Faculty Administrators:** Chancellor, Provost and Chief Academic Officer, Vice Provost for Graduate Studies, Vice Provost for Undergraduate Affairs and Instruction, Deans, Associate Deans, and Department Heads.

## 1.A Regular Faculty

An essential requisite for membership in the regular AUS faculty is a commitment to both the advancement and the communication of knowledge. Permissible ranks among the regular faculty are Professor, Associate Professor, Assistant Professor, Senior Lecturer, Lecturer, Senior Instructor and Instructor.

### 1.A.1 Professor

The rank of Professor is usually attained by promotion from Associate Professor or the equivalent after a positive evaluation of performance. An appointee to this rank normally will hold the recognized terminal degree in the discipline. Requisite professional experience equivalent to a terminal degree may be considered. The candidate for the rank of Professor normally will have had at least five years of full-time teaching experience in a college or university at the rank of Associate Professor or the equivalent. The candidate also will have achieved a record of significant and substantial contribution to the scholarly activities of the field, and will have demonstrated superior teaching ability and strong record of service.

### 1.A.2 Associate Professor

The rank of Associate Professor is usually attained by promotion from Assistant Professor or the equivalent after a positive evaluation of performance. An appointee to this rank normally will hold the recognized terminal degree in the discipline. Requisite professional experience equivalent to a terminal degree may be considered. The candidate for the rank of Associate Professor normally will have had at least five years of full-time teaching experience in a college or university at the rank of Assistant Professor or equivalent. The candidate also will have demonstrated the capability for scholarly achievement and professional growth, will have demonstrated superior teaching and strong record of service.

### 1.A.3 Assistant Professor

An appointee to the rank of Assistant Professor normally will hold the recognized terminal degree in the discipline. Requisite professional experience equivalent to a terminal degree may be considered. The candidate for the rank of Assistant Professor normally will have demonstrated potential as an effective teacher as well as dedication to service, or have shown promise of future professional growth in his/her field.

### 1.A.4 Senior Lecturer

The rank of Senior Lecturer is usually attained by promotion from Lecturer or by reappointment from the rank of Associate Professor. An appointee to this rank normally will hold the recognized terminal degree in the discipline. Requisite professional experience equivalent to a terminal degree may be considered. The candidate for the rank of Senior Lecturer normally will have had at least five years of full-time teaching experience in a college or university at the rank of

Lecturer, hold the rank of Associate Professor, or have equivalent experience, pursue professional development actively, and show dedication to service.

#### **1.A.5 Lecturer**

An appointee to the rank of Lecturer normally will hold the recognized terminal degree in the discipline. Requisite professional experience equivalent to a terminal degree may be considered. A candidate for the rank of Lecturer would normally qualify for the rank of Assistant Professor, having a superior teaching record and dedication to service, pursuing professional development actively, but not meeting the scholarly requirements of the professorial ranks. The teaching load for the rank of Lecturer or Senior Lecturer should be greater than the corresponding professorial rank, reflecting the reduced demands of scholarly activities. The proportion of Lecturers and Senior Lectures should not exceed 15% of the current faculty in the college or school.

#### **1.A.6 Senior Instructor**

The rank of Senior Instructor is usually attained by promotion from Instructor or equivalent after a positive evaluation of performance. The candidate for the rank of Senior Instructor normally will hold a master's degree in a field appropriate to the instructional responsibilities, and have completed at least five years of full-time teaching experience in a college or university at the rank of Instructor, or have equivalent experience. The candidate also will have demonstrated effective teaching, professional development, and dedication to service.

#### **1.A.7 Instructor**

An appointee to the rank of Instructor normally will hold a master's degree in a field appropriate to the instructional responsibilities. Requisite equivalent professional experience may be considered. The candidate also will have demonstrated potential for effective teaching, professional development, and dedication to service.

### **1.B Non-Regular Faculty**

#### **1.B.1 Visiting Faculty**

Visiting faculty positions normally are one or two semesters in length. A person who is on leave from the regular teaching faculty of an accredited college or university or from a comparable educational, research, corporate and/or policy institution may be appointed on an annual basis as a Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Senior Lecturer, Visiting Lecturer, Visiting Senior Instructor, or Visiting Instructor. Those faculty members new to the profession also may be appointed to one-year terms as visiting faculty.

Recommendations for reappointment of visiting faculty shall be made annually by the appropriate unit through the Dean to the Provost and Chief Academic Officer. A visiting appointment normally is not extended beyond a second year.

Faculty on visiting appointments may apply for regular positions. The same qualifications and procedures shall apply to them as to other applicants for initial appointments to regular faculty ranks.

#### **1.B.2 Appointee in Residence**

An Appointee in Residence will be titled or identified with an appropriate designation, such as Executive, Scholar, Artist, Diplomat, or other descriptive term. An appointee to this rank may or may not hold the terminal degree in the discipline; however, they must possess a record of significant accomplishment in their area of expertise and demonstrate the ability to contribute to advancing the university's mission. Teaching assignments for Appointees in Residence are determined based on qualifications and are made in accordance with discipline-specific terminal degree requirements. Appointee in Residence contracts are renewable and may either be short

term for a portion of a semester, or range from one semester to not exceed three years. The Appointee in Residence is not eligible for a rolling contract.

### **1.B.3 Professor of Practice**

An appointee to Professor of Practice holds the recognized terminal degree in the discipline. Requisite professional experience equivalent to a terminal degree may be considered. The appointee will have a strong teaching ability to engage in instruction of professional students with emphasis on the development of practical skills compared to theoretical knowledge. Contracts for Professor of Practice are renewable and may range from one semester to three years. A Professor of Practice is not eligible for a rolling contract.

### **1.B.4 Research Professor**

Appointment as Research Professor, Research Associate Professor or Research Assistant Professor requires the recognized terminal degree in the discipline. Appointees will have a strong research record of accomplishments in their area of expertise and an ability to contribute to the university's research agenda. A Research Professor is appointed for one semester or more, not to exceed three years. The appointment may be renewed. The appointee is not eligible for a rolling contract and is not eligible for promotion to a higher rank during the period of a contract. At the time of contract renewal, a research professor may request a review for a promotion in rank.

### **1.B.5 Adjunct Faculty**

Adjunct faculty members are employed on a part-time basis. A part-time faculty appointment allows an individual to contribute to the instructional program of a college or school on a part-time basis. Persons may serve as adjunct faculty without limit of time through successive appointments on an as-needed basis. These appointments offer none of the employee benefits of a full-time (regular, research, or visiting) faculty appointment. Whereas the conditions of employment and perquisites of employment are not the same as for full-time faculty, all other rules, policies and procedures that relate to teaching responsibilities and professional conduct at AUS apply.

### **1.B.6 Special Contract Faculty**

A special contract faculty appointment allows an individual possessing special skills or knowledge needed to complete a particular curriculum to contribute to the instructional program of a college or school on a part-time basis. Special contract appointments are made at the rank of Professor, Associate Professor, Assistant Professor, Senior Lecturer, Lecturer, Senior Instructor, and Instructor. The terms, conditions and limitations of such appointments are at the discretion of the appropriate Dean(s) and Provost and Chief Academic Officer. Such an appointment may be renewed annually.

## **1.C Faculty Administrators**

A faculty administrator is a regular faculty member who is appointed or elected to an administrative position, in which capacity s/he holds responsibility for supervising and/or evaluating other members of the faculty. These administrative positions include but are not limited to Chancellor, Provost and Chief Academic Officer, Vice Provosts, Deans, Associate Deans, and Department Heads. Faculty administrators are members of their departments and of the Faculty Assembly and retain their faculty status, including consideration for promotion in rank or an appointment on the same basis as other regular faculty members.

Department Heads (the Department Heads policy is provided as Appendix A), Associate Deans, and Graduate Program Directors are appointed by the Dean after consultation with the Provost and Chief Academic Officer. In the case of Department Heads, the Dean will consult with the members of the department; in the case of the Associate Dean, the Dean will consult with the

Department Heads and faculty; and in the case of Graduate Program Directors, the Dean will consult with the members of the faculty in the relevant area and the Vice Provost for Graduate Studies.

## **1.D Honorary Titles**

### **1.D.1 Distinguished Professor**

The honorary title of Distinguished Professor is bestowed by the Board of Trustees to a faculty member who has exceptional merit as evidenced by a high level of international recognition of his/her scholarship. Examples of such recognition are the award of a well-known international prize for their scholarship, the receipt of exceptionally large scholarship grants from international organizations, having received a similar recognition at another prestigious university, or other evidence of outstanding international reputation. The faculty member must meet eligibility criteria that include a record of exceptional scholarly contributions recognized worldwide. The title is bestowed by the Board of Trustees upon the recommendation of the Chancellor in accordance with the procedures described in Appendix B.

### **1.D.2 Trustees Professor**

The title of Trustees Professor is bestowed by the Board of Trustees upon a full-time faculty member who has attained the rank of Professor and earned a rolling contract at AUS. The faculty member must have demonstrated a sustained record of exceptional merit as evidenced by a high level of national and international recognition for teaching, research, or both. The Trustees Professor is expected to continue to serve the university with distinction and to provide leadership that advances the mission of the university. The recommendation to appoint a faculty member as Trustees Professor is made by the Dean, reviewed by the Provost and Chief Academic Officer, the University Honors Committee, and the Chancellor. The Trustees Professor title is permanent and does not preclude consideration for the honorary title of Professor Emeritus/Emerita. There are no financial benefits associated with the title.

### **1.D.3 Faculty Emeritus/Emerita**

#### **1.D.3.a Professor/Associate Professor Emeritus/Emerita**

The honorary title of Professor / Associate Professor Emeritus/Emerita is granted in recognition to a distinguished faculty member who ceases to be employed by AUS. The faculty member must meet eligibility criteria that include a minimum length of service to AUS and a record of meritorious contribution to the university. -The title is bestowed by the Board of Trustees upon the recommendation of the Chancellor in accordance with the procedures described in Appendix B.

#### **1.D.3.b Dean Emeritus/Emerita**

The honorary title of Dean Emeritus/Emerita is the highest honor that is bestowed by the University upon a retired Dean. It is an award at the discretion of the University, not an entitlement of the individual. The honor is bestowed by the Board of Trustees upon recommendation of the Chancellor in accordance with the procedures described in Appendix B.

#### **1.D.3.c Chancellor Emeritus/Emerita**

The honorary title of Chancellor Emeritus/Emerita is the highest honor that is bestowed by the University upon a retired Chancellor. It is an award at the discretion of the University, not an entitlement of the individual. The honor is bestowed by the Board of Trustees upon the recommendation of the Chancellor in accordance with the procedures described in Appendix B.



## **CHAPTER 2 Faculty Contracts**

### **2.A Types of Contracts for Regular Faculty**

#### **2.A.1 Initial Contract**

Initial regular faculty appointments are for three years. The academic performance of each faculty member is evaluated annually. A description of the evaluation process may be found in Chapter 6, Faculty Performance Evaluation.

#### **2.A.2 Second Contract**

Near the end of the faculty member's initial contract, a review is conducted as described in Chapter 6, Faculty Performance Evaluation. If the faculty member receives a favorable recommendation, a second three-year contract is issued. A faculty member who is not recommended for a second three-year contract receives a one-year, terminal contract effective the following fall.

#### **2.A.3 Four-Year Rolling Contract**

The initial and second contracts constitute the probationary period for a regular faculty member at AUS. As noted, the University reserves the right to terminate a faculty member at the conclusion of the first three-year contract. For faculty who are approved for a second three-year contract, an in-depth review in the sixth year determines either the conferral of a four-year rolling contract or a notice of the termination of the faculty member contract effective one year from the following fall.

An applicant with extensive professional experience in his/her field may be granted up to two years of credit toward eligibility for a four-year rolling contract, which must be specified in the letter of appointment. Unless otherwise specified in the letter of appointment, a faculty member is normally entitled to apply for a four-year rolling contract in the sixth year of full-time employment at AUS. If a faculty member has an extraordinary academic record, then they may be considered for the early award of a four-year rolling contract at any time after the conclusion of the first three-year contract. A candidate who has previously earned tenure at a comparable institution may be considered for a four-year rolling contract at the time of hire. The process for awarding a four-year rolling contract is described in Chapter 6.

The four-year rolling contract is a mutually acknowledged expectation of continuing employment. A four-year rolling contract is renewable each year based on an annual assessment of the faculty member's performance. If the Dean, in consultation with the Department Head, recommends an in-depth evaluation and the outcome is not positive, the faculty member will complete, at a minimum, the remaining three years of his/her contract prior to termination. The process for the extension of a four-year rolling contract is described in Chapter 6.

The four-year rolling contract expires at the date of voluntary retirement or earlier if the faculty member's employment at the University has been terminated for other reasons. A faculty member who resigns from the University and seeks reappointment must be considered as per the process described in Section 2.C and their situation with respect to the four-year rolling contract must be specified.

## **2.B Other Contract Considerations**

### **2.B.1 Terms of Service**

Initial appointment, contract renewal, awarding of a four-year rolling contract and promotion are separate actions. The University shall give prompt written notice to the concerned member of the regular faculty setting forth the following:

- the rank of initial appointment
- the rank to which he or she is promoted
- the renewal or non-renewal of an existing contract
- the award of a four-year rolling contract
- the denial of a four-year rolling contract
- any final action taken in regard to rank and the four-year rolling contract

Contracts concluded for a specified period will automatically terminate at the end of the period. This provision constitutes sufficient notice to this effect. However, contracts may be renewed on the initiative of the University.

### **2.B.2 UAE Labor Law**

UAE labor laws require the University to place limitations on faculty and staff service. The University will not employ faculty who have reached age 70. The University has adopted the following provisions:

- Contracts in effect on January 1, 2006 will be honored for all faculty and staff members, regardless of current age. In the case of multi-year contracts, this means through the last year of the contract.
- For faculty, no contract will be renewed or extended beyond the academic year (the year ending August 31st) in which a faculty member has reached age 70.

## **2.C Search and Appointment for Regular Faculty Positions**

The University is fully committed to equal opportunity at all levels without discrimination on the basis of race, gender, religion, age, family status, or national origin. In addition, discrimination is prohibited on any other basis prohibited by law that applies to the faculty member's employment at the University. As a university formed on American models, AUS will give priority to candidates who have substantial experience in American models of higher education. Regular faculty members are appointed to positions at the University in the manner outlined below.

### **2.C.1 Initiation of Search**

*[Note: This section is in the process of being revised.]*

Based on demonstrated need of a unit's academic program, the Dean, after receiving approval from the Provost and Chief Academic Officer, initiates the search for a new faculty member. The position may be new or a replacement for someone who has resigned, retired, gone on leave, or otherwise left the University.

### **2.C.2 Search Committee**

A thorough search and careful selection precedes any recommendation of appointment from any academic unit. The length and complexity of this process depends upon the nature of the appointment. The Head of the academic unit shall consult with the faculty of the academic unit about the needs of the program, providing faculty full opportunity to help define the qualifications and to formulate the description of the position. The Dean, in consultation with the academic unit faculty shall appoint a search committee appropriate to the position to be filled. The Head of the academic unit shall be a member of the search committee. The search committee will submit to the Dean a shortlist of a minimum of three candidates, if possible, including a rationale for the selection. The Dean, in consultation with the search committee, will submit a recommendation for appointment to the Provost and Chief Academic Officer.

The following guidelines describe the main steps to be followed for hiring into regular faculty positions.

1. The search committee should represent the faculty body of the academic unit and must include:
  - a. at least three faculty members from the department (identified by the department, with the approval of the Dean) including, when possible and appropriate, one who is familiar with the area of expertise of the advertised position
  - b. the Department Head as an ex-officio member
2. The initial search is conducted by the search committee based on the advertised criteria, such as degree requirements, rank and nature of experience, area of specialty, as well as on considerations of diversity, including gender, ethnic, and racial backgrounds.
3. The search committee makes available to the department faculty all applications, divided and clearly marked between qualified and unqualified applications, except for an application where the applicant has asked that his/her application be kept confidential.
4. The search committee will evaluate all applications that pass this initial stage of search taking into consideration all written faculty comments in the process.
5. Except where circumstances preclude them, the search committee conducts phone interviews with the qualified candidates to develop and present an unranked short list of acceptable candidates along with recommended academic ranks to the Dean.
6. The Dean may add to the shortlist of candidates after consulting with the committee and the Provost and Chief Academic Officer.
7. The Dean or Department Head will provide the department faculty with the list of short-listed candidates. After the shortlist is announced, no AUS employee other than the Dean or his designee may contact a short-listed candidate.
8. It is the responsibility of the Dean to arrange for in-person interviews with the short-listed candidates. When feasible, these candidates may be invited for on-campus interviews provided that candidates for the same position are treated in an equitable manner. Interview reports brought back by the Dean are shared with the search committee
9. The Dean recommends to the Provost and Chief Academic Officer the candidate(s) to whom an offer is to be made.
10. Throughout the process, written reports will be provided by one reviewing body to the next, justifying recommendations being made. All such recommendations will be provided by the Dean to the Provost and Chief Academic Officer.
11. The Dean or Department Head will inform the departmental faculty of the acceptances of offers as soon as it is practical to do so.

### **2.C.3 Appointment**

All appointments to faculty ranks are made by the Chancellor on the recommendation of a college, school, department or other appropriate academic or administrative unit with the concurrence of the appropriate Dean and the Provost and Chief Academic Officer. The University does not normally promote faculty at the time of initial appointment. Those with substantial professional experience who are new to academia may be appointed to the rank of Associate Professor. Notification of appointment is made by letter from the Chancellor. This letter of appointment specifies (a) academic unit, (b) rank, (c) salary and related financial conditions, (d) benefits and (e) the length and type of contract. Previous correspondence between the Head or Dean and the prospective faculty member concerning these matters is unofficial and not binding on the University.

### **2.C.4 Acceptance of Appointment**

The signed contract constitutes the terms of employment. All employment is subject to satisfying the conditions for a UAE residency and work visa. Those appointed to the faculty are expected to observe the professional standards and procedures set forth in the Faculty Handbook. Included within these standards is the expectation that all those appointed to the faculty will provide the University with full and accurate information about their credentials,

including official transcripts. It is expected that faculty satisfactorily perform their teaching and other duties, including scholarly activities, and service.

### **2.C.5 Joint Appointments**

Joint appointments involve participation in the teaching and scholarly activities of two or more departments. The primary academic unit with which the faculty member is affiliated, and through which all matters of promotion, salary raise, and contract are processed, is the "home" unit. On all matters, there must be appropriate consultation between the "home" unit and the Department Head and faculty of the other academic unit(s). Where joint appointments involve equal time in two or more units or service primarily within an interdisciplinary program, it is the shared responsibility of the Department Heads, Deans, or other administrative officers to make appropriate recommendations; in such cases, one of the two units should be designated as the "home" unit. The original appointment letter must specify the faculty member's home unit, administrative reporting relationships, and the peer group(s) to be consulted in contract and promotion recommendations. The University recognizes that as the shape of knowledge changes, new disciplinary and interdisciplinary needs may emerge that do not precisely correspond to existing administrative or departmental lines within the University. Therefore, adjustments to the original appointment letter's affiliations may be made at a later date.

## **2.D Search and Appointment for Other Faculty Positions**

### **2.D.1 Emergency and Visiting Faculty Hiring**

#### **2.D.1.a Emergency Hiring**

When a vacancy occurs late in the normal recruiting/hiring time-frame, the Dean may petition the Provost and Chief Academic Officer to conduct an emergency hire. After consulting with the Department Head (who, in turn, should consult with the department faculty when possible), the Dean will recommend to the Provost and Chief Academic Officer hiring a faculty member for a one-semester or one-year contract. Only in unusual circumstances will an emergency hire be made for more than one year. As soon as possible, the Dean will inform the Department Head when a person has been hired to fill the vacancy.

#### **2.D.1.b Visiting Professor (full-time)**

Visiting faculty will be hired through the same processes as described above for regular faculty positions. In cases of emergency, the emergency hiring process may be used. Visiting faculty are rarely hired for more than one year.

#### **2.D.1.c Sabbaticants, Fulbright Scholars and Other Positions**

Appointments to these kinds of positions are made through recommendations to the Dean from the Department Head. Such recommendations should include conditions of the appointment, and express the willingness of the department to help meet those conditions. The Dean, in turn, makes his/her recommendation to the Provost and Chief Academic Officer, who renders the final decision and articulates to the Dean those conditions the University can accommodate. The Department Head will be notified as soon as possible by the Dean when the outcome is known.

### **2.D.2 Adjunct Faculty**

The University makes important use of the service of adjunct faculty in many academic units. Adjunct faculty are identified, employed, reviewed, counseled, encouraged, retained, or terminated as part of a coherent academic plan. The duties, expectations, and rights of adjunct faculty can be obtained from the appropriate Dean's office.

It is the Department Head's responsibility to inform adjunct faculty about the mission and objectives of the department in its relation to the institution, as well as about the conditions (curriculum, general rules, and policies) under which students are taking the course or under which the scholarly activities fulfill the institution's objectives. Toward this end, it is important, wherever possible, for adjunct faculty to receive appropriate unit, college/school and University communications, and to be invited to unit meetings, as well as appropriate public events, seminars, and symposia.

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## **CHAPTER 3     Faculty Rights and Responsibilities**

### **3.A     Rights**

#### **3.A.1     Non-Discrimination Policy**

No officer or employee of the American University of Sharjah shall discriminate against any person because of race, color, religion, national origin, age (within the constraints of UAE labor laws), non-disqualifying handicapping condition, ethnic group, or gender, in any of its programs, activities, contracts, personnel administration practices or any other actions it undertakes. Furthermore, the University will maintain and advance those practices, processes, and circumstances that afford equal opportunity to all individuals. Without limiting this non-discrimination policy, the American University of Sharjah is committed to complying with all laws that apply to a faculty member's employment at the University.

#### **3.A.2     Academic Freedom**

Institutions of higher education exist for the common good. The common good depends upon an uninhibited search for truth and its open expression. Hence, it is essential that faculty members are free to pursue scholarly inquiry without undue restriction, and to voice and publish individual conclusions concerning the significance of evidence that they consider relevant.

Within the bounds of professional behavior, each faculty member is entitled to full freedom in the classroom in discussing the subject being taught. Within the bounds of professional behavior, faculty members also have full freedom to express disagreement with other members of the University community. Although a faculty member observes the regulations of the institution, he or she maintains the right to criticize and seek revision. Faculty members also are citizens or residents of a nation, emirate, and community; therefore, when speaking, writing, or acting outside the classroom, they should be free from institutional censorship. On such occasions, faculty members should make it clear that they are not speaking for the institution. Faculty also must be cognizant of the mores and sensibilities of the host culture.

### **3.B     Responsibilities**

Duties of a faculty member shall consist of those responsibilities assigned by the Chancellor and/or an appropriate administrator, such as the Provost and Chief Academic Officer, Dean, Program Director or Department Head. Teaching assignments, schedules and other instructional responsibilities shall be performed under the direction of the supervising administrator. Normally, duties and responsibilities shall be related to the expertise and competence of the faculty member. Teaching, scholarly activities, and service shall be subject to evaluation by appropriate administrators and shall be considered in performance-based decisions relating to compensation, retention, promotion, termination, and renewal/extension.

#### **3.B.1     Teaching**

##### **3.B.1.a     Responsibility as a Teacher**

The faculty member accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge and to practice intellectual honesty. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching inappropriate matter or matter which has no relation to the subject.

As teachers, faculty members are responsible for the following:

1. to be engaged in the education of undergraduate, graduate and professional students, as appropriate to the mission of each college or school and/or department

2. to conduct each course they have been assigned to teach in general conformity with the content, format, and official description of such course as established by the faculty of the academic unit and approved by the Dean and the Provost and Chief Academic Officer
3. to meet and conduct classes and final exams as well as final projects evaluation at all regularly scheduled times and places. The pertinent administrators or a duly appointed representative may authorize a member of the faculty to be absent from classes or to reschedule the work for reasons of health or when in the best interests of the University.
4. to develop in students the free pursuit of learning
5. to strive to obtain and transfer the best scholarly standards of the discipline
6. to demonstrate respect for students as individuals and their privacy in academic matters
7. to adhere to the proper role of intellectual guide and advisor
8. to make every reasonable effort to foster honest academic conduct and assure that the evaluation of students reflects their true merit
9. to notify as promptly as possible the Head/Director of the unit whenever emergencies such as illness or accident prevent meeting a scheduled class
10. to commit to discharging duties and responsibilities primarily on the campus of the University and, when necessary, at other sites as appropriate to the mission of each college or school and/or academic unit

### **3.B.1.b Presence**

New faculty members are required to be available on campus two weeks prior to the start of Fall semester classes to take part in a formal new faculty orientation program. Faculty members may take a leave of absence for professional development or in an emergency with written authorization from the Department Head and Dean.

Faculty members are expected to be available a minimum of nine hours per week, as stipulated in faculty contracts, for advising and student conferences throughout the semester. Formally scheduled final examinations are to be given only during the time periods officially announced.

Except for official leaves of absence, release-time provided by research or administrative appointments, special ad-hoc arrangements that permit teaching to be concentrated in one term during a particular academic year, or other official exemptions, faculty are expected to participate fully in the teaching program during each regular term of the academic year.

### **3.B.1.c Teaching Load**

For Assistant Professors, Associate Professors, and Professors, all of whom are required to maintain a research program, the normal full-time teaching load across the University is the equivalent of six regularly scheduled course sections per year (three each for fall and spring semesters, averaging nine credit hours per semester). Faculty in these ranks who teach undergraduate courses exclusively may in exceptional cases teach up to a maximum of four regularly scheduled course sections per semester on an overload basis, with the approval of the Dean and the concurrence of the Provost and Chief Academic Officer. For a faculty member teaching one or more regularly scheduled graduate courses, the maximum teaching load is three sections (nine credit hours) per semester during semesters when the faculty member teaches one or more graduate courses. Instructors and Lecturers are not required to carry out scholarly activities as part of their University appointment. For these faculty members, the full-time undergraduate and graduate teaching load is the equivalent of eight regularly scheduled course sections per year.

Faculty members who teach undergraduate course(s) and also teach graduate course(s) officially scheduled on the weekend may be provided with professional development funds held by the Provost and Chief Academic Officer. Any such provision will be negotiated between the Dean and the Provost and Chief Academic Officer (or designee).



Multiple sections of the same course are considered as separate courses. In consultation with the Dean, a faculty member may be awarded a course release for scholarly activities, special pedagogical projects or service assignments. Under no circumstances may a faculty member with a course release carry an overload. A faculty member with a course release may be required to submit a report at the end of the semester regarding the activities carried out.

Final course assignments are determined by the Department Head with the concurrence of the Dean, following consultation with faculty members and taking into consideration student needs and numbers, contact hours, number of preparations and faculty's expertise. Within the constraints of the units' instructional needs and faculty contracts, the teaching of students at all levels is to be distributed among faculty members without regard to rank or seniority. Basic-level courses are not deemed the exclusive province of the junior faculty nor advanced courses the unique domain of the senior faculty. It is important that undergraduates, including freshmen and sophomores, have significant opportunities to learn under eminent scholars. In addition, junior faculty members should not be called upon to bear a disproportionate share of the responsibility for large and pedagogically demanding basic-level courses. This is not to say that teaching assignments should be unrelated to research interests or teaching strengths. On the contrary, the marriage of teaching and scholarly activities greatly enhances both enterprises. In addition to their formal course loads, faculty members are also expected to bear their fair share of the responsibility for supervising student research, professional internships, graduation projects, and independent study.

Faculty members who have served as the sole chair or co-chairs for successful master's projects/theses will receive professional development funds in the amount of AED 20,000 after accruing one master's projects/theses unit as described in the table below:

	credit hours	master's projects/ theses unit (sole chair)	master's projects/ theses unit (co-chairs)
Master's Thesis	6–9	0.334	0.167
Final Project	6	0.334	0.167
Professional Project	6	0.223	0.112
	3	0.167	0.084

Funding will not be awarded for the completion of less than one full master's projects/theses unit and no more than two faculty members can receive credit for serving as co-chairs on a master's project/thesis. Faculty members must submit a form requesting funding to the relevant Department Head within sixty calendar days following the entry of the grade for the final master's project/thesis required to attain one unit. Professional development funding must be used in accordance with policies governing the expenditure of internal research funds provided by the University. Accrued master's project/thesis units cannot be converted into direct monetary compensation and any professional development funds remaining at the time that a faculty member ceases to be employed by the AUS will remain the property of the University.

### **3.B.1.d Undergraduate Academic Activities outside Scheduled Timings**

Faculty members are to abide by the published schedule for class meeting times. Any additional required meetings (including lectures, exams, laboratories, studios, presentations, etc.) during day-time hours (8:00 a.m. to 6:00 p.m.) of regular class days are prohibited, and those scheduled for evenings and weekends are discouraged. If evening or weekend scheduling is unavoidable, advanced approval of the Dean is required. Required academic activities are not allowed to be scheduled on Fridays and University holidays.

It is recognized that occasionally faculty will be absent from regular class meeting times due to conference attendance or personal emergencies. Faculty should attempt to seek assistance from colleagues to conduct classes in their absence.

Field trips and site visits are recognized as extended learning experiences held off campus. These activities should be pre-announced and dates included in the syllabus of the course. Students who are unable to meet on Saturdays and/or evenings must inform the faculty member by the end of add/drop period to consider alternative venues.

Graduate courses are exempt from these guidelines.

### **3.B.1.e Eligibility for Teaching of Graduate Courses**

Faculty members are assigned to teach in graduate programs by the Dean or designee of the respective college or school. To be eligible to teach in a graduate program, a faculty member should hold a terminal degree in a field appropriate to the instructional responsibilities. Faculty not holding the terminal degree must meet both the alternative standards established by the appropriate United States-based accreditation organization for professional qualification and the provisions of the CAA *Standards for Licensure and Accreditation 2007*, Appendix A, Section I, 4f (iii). Further, the faculty member must demonstrate evidence of a strong record of, or potential for, research and scholarly activity or have significant professional experience in applied fields as a practitioner and meet any additional specific eligibility requirements established by each college/school.

### **3.B.2 Scholarly Activities**

Faculty members at the professorial rank of Assistant Professor and above are expected to conduct scholarly activities and to disseminate the results of such activities in appropriate peer-reviewed venues. They are expected to base their scholarly activities on an honest search for knowledge with due respect to evidence, impartial reasoning and honesty in reporting.

Because of the professional diversity across the four colleges and school of AUS, the University believes the term “scholarly activities,” in this context, must be considered broadly. Therefore, the University defines the term scholarly activity as: scholarship directed toward new discovery, investigations resulting in creative and artistic expressions, the evolution of novel and more effective teaching methodologies and materials, and the integration and application of new methodologies in the profession.

Faculty members must ensure, where possible, that their affiliation with AUS appears on all publications and scholarly work produced while employed by AUS. This requirement also applies to faculty members on sabbatical leave or leave without pay. Scholarly work that is disseminated during the term of employment at AUS without listing the institutional affiliation with AUS may not be considered in contract renewal and/or promotion processes and/or may result in the revocation of research funding if the University sponsored the work.

#### **3.B.2.a Intellectual Property: Copyrights and Patents**

The University encourages faculty to protect both the University’s and their own interests in intellectual property. The policy governing these issues may be found in Appendix D.

### **3.B.3 Service**

All regular faculty members, regardless of rank, are expected to contribute to the administrative work of their respective academic unit and college/school through committee participation. Furthermore, faculty members have the opportunity to serve on the Faculty Senate and its committees as well as on University-wide committees. Faculty members can also serve their profession and the community at large by engaging in activities that facilitate the work of these professional and community organizations. Other service opportunities include institutional development, involvement with students in the total life of the University, and activities that further the University’s mission in the public sphere.

### **3.B.4 Professional Conduct, Ethics, and Conflicts of Interest**

#### **3.B.4.a Professional Conduct**

To ensure a professional and collegial work environment, the principles of this section on Professional Conduct, Ethics, and Conflicts of Interest apply to all faculty members. Faculty must subscribe to high standards of conduct, which include honesty, integrity, and ethical behavior. Membership in the academic community imposes on students, faculty members, and administrators an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression.

#### **3.B.4.b Professional Ethics**

AUS recognizes and supports the principle that faculty members who speak or write as private citizens should be free from institutional censorship or discipline. However, a faculty member's special position in the community imposes particular obligations and serious responsibilities regarding conduct and behavior and requires faculty members to act in the best interests of the profession and the institution.

#### **3.B.4.c Academic Ethics and Responsibility**

For faculty members the notion of academic freedom is linked to the equally demanding concept of academic ethics and responsibility. As a faculty member, a person assumes certain ethical obligations and responsibilities to students, to fellow faculty members, to the institution, to the profession, and to society at large. Some of these responsibilities are listed below.

#### ***Faculty members have ethical obligations and responsibilities to the students of AUS***

- Faculty members shall foster scholarly values in students, including academic honesty, the free pursuit of learning, and the exercise of academic freedom.
- Faculty members shall act professionally in their academic relationships with students.
- Faculty members shall exercise critical self-discipline and judgment in using, extending and transmitting knowledge.
- Faculty members are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into teaching inappropriate matter or matter that has no relation to their subject.
- Faculty members must maintain respect for students as individuals, within their role as intellectual guides and counselors.
- Faculty members must assure that evaluations of students reflect true merit. Faculty members must avoid taking any action that would compromise the honesty and equity of the evaluations.
- Faculty members shall be available at reasonable intervals to students for consultation on course work through posted office hours.
- Faculty members shall duly acknowledge the contribution of students to their scholarship and research.
- Faculty members shall not engage in any exploitation, harassment, or discriminatory treatment of students.
- Counseling of students on non-academic issues should be professional, confidential and within the capabilities of the professor. Students who have serious and sensitive matters, especially if they are related to a specific culture, religion or custom, should be referred to professional counselors available in Student Services.

#### ***Faculty members have ethical obligations and responsibilities to other members of the University community***

- Faculty members shall not engage in any exploitation, harassment, or discriminatory treatment of any members of the University community.

- Faculty members shall acknowledge the academic contributions of others, and strive to be objective in their professional judgment of colleagues. Clearances must be obtained from the relevant persons or individuals when appropriate to the norms of the discipline, and digital and archival material must be used in accordance with the rules of the source.
- Faculty members who are in a supervisory position shall abide by the rules and policies of the current AUS HR (Human Resources) Policy Manual.

***Faculty members have ethical obligations and responsibilities to AUS as an institution***

- In determining the amount (if any) and character of work done outside of the institution, faculty members shall recognize that their primary responsibilities are to the institution. Such outside work shall be consistent with University regulations. Faculty members may follow subsidiary interests, but these must be revealed to the institution and must never compromise their freedom and willingness to draw intellectually honest conclusions.
- When considering the interruption or termination of their service, faculty members shall take into account the effect of their decision upon the institution and give notice of their intentions as per their contract.
- Faculty members shall accept their share of faculty responsibilities for contributing to the governance of the institution.

***Faculty members have ethical obligations and responsibilities to their profession***

- The fundamental responsibilities of a faculty member as a teacher and scholar include: 1) maintenance of competence in one's field of specialization, including appearances in the public arena such as discussions, lectures, consulting, publications and/or participation in professional organizations and meetings, 2) exhibition of such professional competence in the classroom, studio, library or laboratory, and 3) fostering honest academic conduct as specified in the University regulations.
- The demonstration of professional integrity by a faculty member includes recognition that society at large will judge the profession as well as the institution by his/her statements and behavior. Therefore, the faculty member should strive to be accurate, to exercise appropriate restraint, and to be willing to listen to and show respect to members of the society at large expressing different opinions. Faculty members should make every effort to indicate that they are not speaking or acting for the college or school or the University when speaking or acting as a private person.
- Scholarly conduct must avoid fabrications, falsifications, plagiarism and other practices that deviate from accepted scholarly practice.
- Faculty members must apply scholarly rigor and integrity in obtaining, recording and analyzing data as well as in reporting and publishing results.
- Faculty members undertaking scholarly activities should do so in a manner consistent with professional honesty and within the public interest. Scholarly activities should be designed to enhance knowledge in a particular field of scholarship and should demonstrate sound methodology, accuracy and maintain the factual integrity of the data.
- Faculty members must use funds designated for scholarly activities in the prescribed manner.
- Faculty members must comply with relevant statutes or regulations for the protection and welfare of researchers, human subjects, the public, laboratory animals and the environment.
- It is the duty of faculty members doing scholarly activities, teaching, laboratory/ studio exercises or other activities to protect the privacy of others, to avoid causing mental or physical harm and to promote safe and healthy working practices and environments.

***3.B.4.d Conflicts of Interest***

Each regular faculty member owes primary professional responsibility to the University and must avoid outside obligations, financial interests, or employment that can affect the objectivity of decisions as a member of the University community.

- Conflict of interest includes any outside obligations, financial interests, and/or employment that can affect the objectivity of decisions.
- Full-time faculty members owe primary professional responsibility to the University and must avoid conflicts of interest.
- Any potential conflict of interest, financial or otherwise, that might influence a faculty member's decisions when the individual is asked to review manuscripts or applications, test products, conduct scholarly activities, or be permitted to undertake work assisted, supported, or sponsored by outside sources must be revealed to a faculty member's immediate supervisor, sponsors, journals, and funding agencies.
- Full-time faculty members should reveal conflict of interest involving family members, including the hiring or evaluating of a family member as an employee or consultant for any project supported by funds administered through the University.
- Full-time faculty members should reveal any conflict of interest involving University purchasing of equipment, supplies, or services from a source in which they or their families have a substantial interest.
- Faculty and their immediate family members may not accept money or in-kind compensations from students for any services provided.

### ***3.B.4.e Violations of Rules Pertaining to Professional Conduct, Ethics, and Conflicts of Interest***

Serious violations of the rules governing professional conduct, ethics, and conflicts of interest must be reported or referred to the relevant Head of Department (HOD) and will trigger an investigation as outlined in this section. If the HOD is directly involved in the case or there is a demonstrated conflict of interest then the matter is referred to the Dean. Allegations of acts of misconduct that were intentionally and knowingly committed must be proven by a preponderance of evidence.

The procedure in this section is to be used only for serious violations of the rules outlined in 3.B.4 which could potentially constitute grounds for termination of employment for adequate cause. Examples of serious violations include, but are not limited to, moral turpitude, falsification of academic credentials, violations of principles of academic integrity, harassment, exploitation, or repeated failures to perform duties as outlined in the Faculty Handbook. In no circumstances is it to be used for good faith violations of rules or for minor violations which would normally be addressed by HODs or as part of the Faculty Annual Review procedure.

The investigation of alleged violations amounting to professional misconduct, serious ethical violations, and serious unreported conflicts of interest must be carried in a manner that minimizes the risk to the reputation of the accused faculty member, and must be carried out according to strict standards of confidentiality.

The detailed steps for reviewing alleged serious violations of professional conduct, ethics, and conflicts of interest are highlighted in the table below. Every effort should be made to adhere to the following schedule.

Week 1	Potential violation is reported or referred to Head of Department (HOD)
	If a written allegation and credible evidence is received and verified by the HOD, the HOD must send a written notification to the relevant Dean with all supporting documents.
Weeks 1-2	The Dean must send a written notification, including a description of all alleged violations and the source of the accusation, to the accused faculty member with a copy to the HOD.

	<p>The HOD and Dean must meet with the accused faculty member to discuss the allegation(s) and the evidence compiled by the HOD.</p> <p>Following the meeting between the accused faculty member, the HOD and the Dean, the Dean must determine and notify the Provost and Chief Academic Officer, the HOD, and the accused faculty member in writing that either:</p> <ol style="list-style-type: none"> <li>the case does not warrant further review due to the lack of credible evidence or insufficient severity of the incident and the case is closed; or</li> <li>there are sufficient grounds to refer the case to an independent Review Panel.</li> </ol> <p>If the Dean determines that the accusations are unsupported and are maliciously motivated, a Review Panel will be formed and the case will be treated as an instance of alleged misconduct on the part of the accuser.</p> <p>If the accused faculty member confesses to committing the violations, the task of the Review Panel will be limited to recommending the appropriate sanction(s).</p> <p>If the allegations of violations of professional conduct, ethics, and conflicts of interest are deemed serious enough to represent a threat to the institution or its members, the Dean, in consultation with the Provost and Chief Academic Officer, may take appropriate interim measures including suspension from duties until the investigation is complete.</p>
Week 3	<p>If the case warrants review or the accused faculty member confesses to committing the violations, the Provost and Chief Academic Officer will inform the Faculty Senate President and establish a three-person Review Panel in consultation with the SEC.</p> <p>The formation of the Review Panel, its composition, its mandate, and its procedures are explained below.</p>
Week 4	<p>The accused faculty member will be notified of the names of the members of the Review Panel appointed to conduct the investigation.</p> <p>The accused person may request that the Provost and Chief Academic Officer replace members of the Review Panel if potential bias or conflict of interest is reasonably demonstrated. If the accusation entails exploitation or harassment, then an accuser may request that the Provost and Chief Academic Officer replace members of the Review Panel if potential bias or conflict of interest is reasonably demonstrated. In either case, the Provost and Chief Academic Officer will find replacements in consultation with the SEC.</p> <p>The accused faculty member may submit to the Review Panel during this week a written statement addressing the allegations made against him/her.</p>
Weeks 5–8	<p>The Review Panel investigates the allegations. Following its investigations, it submits a comprehensive written report clearly stating whether the allegations are substantiated by a preponderance of evidence or unsubstantiated to the Provost and Chief Academic Officer, Dean, HOD, and the accused faculty member.</p> <p>If the Review Panel determines that the allegations are proven by a preponderance of evidence, it must include in its report a recommendation about the appropriate sanction.</p> <p>If the Review Panel concludes that the allegations are unsupported and maliciously motivated, it may recommend appropriate disciplinary</p>

	action against those responsible for the accusation.
Week 9	The accused faculty member will have 7 calendar days to respond in writing to the report of the Review Panel. He or she sends the written response to the Provost and Chief Academic Officer with copies to the Dean, HOD, and Review Panel.
Week 10	Upon receiving the written reply, the Review Panel will have 7 calendar days to consider the accused faculty member's reply and develop a response. If it chooses to respond, it submits its response in writing to the Provost and Chief Academic Officer with copies to the Dean, and HOD.
Weeks 11-12	Following a review of the written report of the Review Panel and any following responses by the accused faculty member and the Review Panel, the Provost and Chief Academic Officer must notify in writing the accused faculty member, with copies to the Dean and HOD, of his/her final decision within 14 calendar days. This written notification must include a detailed explanation of his/her decision.

In cases of serious violations of the rules governing professional conduct, ethics, and conflicts of interest, sanctions may include one or more of the following disciplinary actions:

- Formal written reprimand to be included in the faculty personnel file.
- Reporting offender to external funding organization or to the client to whom consulting and/or outreach activities were provided.
- Cancellation of internal grant proposal and ban from submission to any type of internal grants and sabbatical for two years.
- Reimbursement of full amount granted if proposal is already approved and funds disbursed.
- Suspension of merit increase for a period of one to three years.
- Forfeiture of salary, benefits and indemnity payment for faculty members in their terminal year of employment.
- Non-renewal of term contract or suspension of rolling contract with a grace period of two years with the possibility to reapply at the beginning of second year.
- Dismissal from the institution for adequate cause with effect at the end of the academic semester or year.
- Immediate dismissal from the institution for adequate cause.

If the accused faculty member can demonstrate the occurrence of procedural or factual errors in the case, then he/she may seek a remedy in accordance with the Grievance Code outlined in Chapter 8 of the *Faculty Handbook*.

### **Formation of the Review Panel**

The Provost and Chief Academic Officer establishes the three-person Review Panel in consultation with the SEC from the eligible pool of faculty members. The eligible pool of faculty members shall consist of all faculty members who have at least two years of service at the American University of Sharjah. Administrators, including the Chancellor, Provost and Chief Academic Officer, Vice Provosts, Deans, Associate Deans, Directors and Department Heads, may not serve on the Review Panel.

The Provost and Chief Academic Officer and SEC must exercise due diligence that appointees are free of reasonable perceived bias or conflict of interest. The Review Panel will include one member from the school/college of the faculty member accused of the violation and two members from outside the accused faculty member's school/college.

### ***Mandate of the Review Panel***

The Review Panel shall investigate the allegations, shall interview the accuser and the accused, and may interview others. Following its investigations, it shall submit a comprehensive written report clearly stating whether it finds the allegations substantiated by a preponderance of evidence or unsubstantiated to the Provost and Chief Academic Officer, Dean, HOD, and the accused faculty member.

The report must describe: a) the allegations investigated; b) how the investigation was conducted; c) how and from whom information was obtained; and d) the findings and their basis. The report must also include texts or summaries of the interviews and hearings, if any, conducted by the Review Panel. If the Review Panel determines that the allegations are proven by a preponderance of evidence, it must include in its report a recommendation about the appropriate sanction. If the Review Panel concludes that the allegations are unsupported and maliciously motivated, it may recommend appropriate disciplinary against those responsible for the accusation.

If the Review Panel cannot reach consensus regarding whether the allegations are substantiated by a preponderance of evidence or unsubstantiated, its report must include detailed explanation of the arguments of the majority and minority opinions. In that case, the report must not identify the names of the majority or minority members, and the members of the Review Panel should not disclose that information to anyone.

Unless the Provost and Chief Academic Officer, for good cause, extends the deadline for completion of the Review Panel's report, the latter must be submitted within four calendar weeks after the Review Panel's first organizational meeting.

### ***Procedures for the Review Panel***

The Review Panel elects its own chair. It may not meet if a member is absent. It establishes procedures necessary for a fair and orderly hearing, it seeks documents or other evidence relevant to the allegations, and it calls witnesses to give testimony. Decisions regarding its procedures are reached by a majority vote.

Parties to the review may choose to be assisted by an advisor during the hearings. The Review Panel may also have an advisor. All advisors must be employees of the University. The same individual cannot serve as both witness and advisor.

Once the Review Panel has completed its receipt of oral and written evidence, it shall meet in executive sessions to consider its conclusions and recommendations. In executive session, only members of the Review Panel shall be present, provided, however, that, at the Review Panel's discretion, a personnel officer or legal advisor of the University may be present as an advisor to the Review Panel.

## ***3.C Occasional Work***

### ***3.C.1 Summer Term Appointments***

Regular faculty members are eligible to teach up to the equivalent of seven credits of summer courses. Exceptions to this limitation may be granted by petition to the Dean through the Department Head. Unless other arrangements have been agreed to by the faculty member and the University, faculty members receive additional compensation for summer term teaching. According to current University policy, compensation is calculated as 1/9 of the faculty member's



annual salary for each course taught. The minimum and maximum compensation is specified by the Provost and Chief Academic Officer.

### **3.C.2 Outside Employment**

It is recognized that consulting with local firms and institutions adds significant value to the AUS community through enhancement of the faculty's practical experience and new contacts. However, regular faculty members engaging in consulting activities must follow the Consulting Policies given in Appendix C.

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## **CHAPTER 4     Grant Programs**

Faculty members at AUS should keep informed of developments and innovative teaching methods in their fields. The University provides in-service training and travel funds to assist faculty in attending important professional and industrial conferences and encourages faculty to take advantage of these professional development opportunities. Provisions for faculty development are contingent upon the financial conditions and constraints of the University.

### **4.A     Faculty Conference Grant Program**

Dissemination of scholarly work of faculty through appropriate peer-reviewed channels is essential to recognizing quality of work. Contingent upon availability of funds, other resources, and subject to competition, the University will provide funds for travel to significant professional meetings, conferences, and seminars where faculty members are presenting results of their scholarly activities. The grants cover expenses associated with faculty travel and conference registration fees up to a specified maximum. A faculty member may normally receive only one such grant in any given academic year. However, a faculty member may seek reimbursement for costs of attending one or more additional conferences if conference grant funds remain available at the end of the fiscal year; the same reimbursement limitations apply.

Written requests for conference grants are reviewed and awarded at the academic unit and college/school levels. The program is competitive and each grant request must include information regarding relevance of the conference to the faculty member's professional development as specified by the Office of the Dean.

### **4.B     Faculty Scholarly Activities Grant Program**

The University's motivation for allocating grant funds includes recognition of the following: (a) the institution must support professional development and continuing growth in a systematic way; (b) the institutional reputation and quality of teaching and scholarly activities requires a strong and forward-looking faculty; (c) the institution, to remain competitive, must continue to support efforts to refine and improve scholarly activities and teaching in order to provide students with the best possible education; (d) in as much as research productivity is one of the areas of evaluation for contract renewal/extension and promotion, the institution offers financial support to help its faculty remain productive.

#### **Types of Grants**

The Office of the Vice Provost for Graduate Studies annually administers two internal, faculty peer-reviewed grant competitions to support faculty scholarly activities: the Seed Grant and the Faculty Research Grant.

#### **4.B.1     The Seed Grant**

The purpose of the Seed Grant is to support faculty endeavors in developing pilot projects and/or preliminary data necessary to position themselves for garnering competitive internal and/or external funding. This grant competition is limited to new regular faculty members joining AUS in their first year

#### **4.B.2     The Faculty Research Grant**

The purpose of the Faculty Research Grant is: (a) to support development of the scholarly activity program at AUS; (b) to stimulate external research support, including support in developing pilot projects and preliminary data necessary to prepare competitive proposals; (c) to assist faculty conducting exemplary scholarly activity in fields where external funding is currently limited; and (d) to complement scholarly activity programs elsewhere in the University.

All regular faculty members are eligible for a Faculty Research Grant including faculty members who have previously received Seed Grants and Faculty Research Grants.

## CHAPTER 5 Leaves

For the purposes of this chapter, the term “leave” is used to denote a period of time during which the faculty member does not have obligations to the university in terms of teaching or service; an expectation of scholarly activity may continue, depending upon the type of leave. For some leaves, the University continues to provide salary and benefits. For other leaves, the University does not provide salary continuation or benefits; the latter are referred to as Leaves without Pay (LWOP). If a faculty member has external insurance of any kind, he/she should consult his/her medical insurance contract to determine coverage during a leave without pay.

There are three named leaves that **provide some level of continuation of salary and benefits**:

- Sabbatical Leave
- Parental Leave
- Extended Medical Leave

An additional leave program, Leave without Pay, **does not provide continuation of salary and benefits**, but does provide for return to the position held by the faculty member upon completion of the approved leave.

### 5.A Sabbatical Leave

Through sabbatical leaves, the University provides faculty members with opportunities to enhance their teaching, scholarly activity, and service. The release from normally assigned duties is granted with the expectation that faculty members will utilize their leave for scholarly endeavors of an academic, artistic, or professional nature. These activities should enhance their careers and their ability to contribute to the work of the University.

Below is a brief description of the main elements of the competitive sabbatical leave program. Application procedures for sabbatical leave are available in Appendix E.

#### 5.A.1 Eligibility and Duration

Sabbatical leave should be regarded not as a right, but as a privilege competitively awarded on the basis of the merit of proposals. Only regular faculty members on rolling contracts are eligible to apply for sabbatical leave. Sabbatical leave may be granted as follows:

- one semester at full pay;  
or
- two semesters at 50% of the annual pay

Applications for sabbatical leave may be made only for the academic year subsequent to the academic year in which the application is submitted. Faculty members may submit applications either:

- during or after the sixth year of credited service from the date of appointment;  
or
- during or after the sixth year of credited service following a previous sabbatical leave

#### 5.A.2 Budget and Number of Sabbatical Leaves

To the extent possible, the University shall announce early in each academic year the allocated sabbatical leave budget for the subsequent academic year.

### **5.A.3 The University Sabbatical Leave Committee**

The Chancellor shall, in consultation with the President of the Faculty Senate, designate a University Sabbatical Leave Committee to review the applications for sabbatical leave and submit recommendations for awards.

### **5.A.4 Remuneration and Benefits**

Faculty members granted sabbatical leave remain eligible for benefits to which they are entitled when in regular employment status. However, faculty members approved for sabbatical leave must, as a condition of the leave, inform the University of any remuneration and other payments to be received during the sabbatical leave period. The University reserves the right to offset remuneration and other payments received from non-University sources against corresponding payments from the University to the extent that the corresponding non-University and University payments would otherwise exceed the normal remuneration and other payments the faculty member would have received from the University.

The period of any leave without pay shall not be counted as years of credited services for purposes of sabbatical leave applications.

### **5.A.5 Return from Sabbatical Leave**

Faculty members, upon applying for sabbatical leave, must acknowledge in writing their obligation to return to the University following the leave period and to serve the University for a period not less than one academic year. The University reserves the right to withhold any payments or benefits to which a faculty member would otherwise be entitled should he or she leave the University within one year of return from sabbatical leave.

Within six weeks of the beginning of the academic term that follows the leave period, the faculty member will submit a report to the Dean of the unit evaluating the sabbatical experience in terms of its fulfillment of the sabbatical leave plan. The report should be supported with relevant documentation.

## **5.B Leave without Pay**

Leave without pay may be granted to faculty members on regular or rolling contracts for a maximum of one academic year. A leave request must include details for the reasons for requesting a leave and assurances that the faculty member intends to return to the University following the leave. The policy is expressly intended to provide faculty members an opportunity to take care of personal and family circumstances or to take advantage of professional opportunities for development away from the University. Under extraordinary circumstances, a leave without pay may be extended when there is a clear and compelling reason to do so.

Applications for leave without pay must be submitted in writing to the Dean through the Department Head. If the Department Head and Dean approve the request, it is submitted to the Provost and Chief Academic Officer for final action.

The faculty member is withdrawn from the benefits plan offered by the University while on leave without pay. If a faculty member has external insurance of any kind, he/she should consult his/her medical insurance contract to determine coverage during a leave without pay.

The University's contractual terms of employment with a faculty with regard to a rolling contract or promotion may be placed in abeyance for the period of the leave without pay. A request to the University to "stop the clock" should be filed in writing at the time when the leave without pay is requested and needs to be confirmed upon approval. Years on leave without pay do not count towards eligibility for sabbatical.

Faculty members on leave without pay will retain their housing unit subject to availability as determined by the Director of the Operations Department in consultation with the Provost and Chief Academic Officer. Faculty who wish to retain their housing unit while on leave must indicate this request in writing when applying for leave.

### **5.C Parental Leave**

The University recognizes the importance of supporting faculty as they balance career and family life, and acknowledges the benefits that accrue to the University in recognition of this support. This policy provides income continuation for faculty members during time off to care for a newborn child. There is a maximum of one parental leave, per faculty, per year. Retention of position, salary, and benefits for faculty will continue during the maternity/paternity leave period. Health insurance premiums must continue to be paid by the faculty member to avoid lapse of coverage. In some circumstances, and if feasible, a part-time work load may be arranged.

Faculty members must use (in order): parental leave, then vacation (for those who accrue vacation days). Additional leave will be leave without pay.

To be eligible for parental leave an individual must have completed at least one year as a full-time faculty member prior to beginning parental leave. Paid leave is applicable only to the parent(s) of a newborn child. The maternity/paternity leave policy for faculty provides for one semester leave with pay for the birth mother, and a total of two calendar weeks paid leave for the father.<sup>1</sup> The leave period for the mother is to be taken during the semester in which delivery is expected to take place. If that time is between fall and spring semesters, the faculty member has the choice of which semester she will be on leave.

The faculty member should notify his or her Departmental Head as far in advance as possible of any paternity or maternity leave. The faculty member should request the parental leave in writing, specifying the semester of leave. There will be no teaching expectations of the birth mother during maternity leave. The birth mother may participate in department, college/school, and University governance during maternity leave, but such participation is not required. Expectations for scholarly activity during maternity leave are suspended.

The University will bear the cost of providing replacement faculty for the semester that the faculty member is on maternity leave.

Extensions of further unpaid leave under this policy must be granted by the Provost and Chief Academic Officer. If a faculty member has external insurance of any kind, he/she should consult his/her medical insurance contract to determine coverage during a leave without pay.

The University's contractual terms of employment with a faculty member with regard to a rolling contract or promotion may be placed in abeyance for the period of maternity leave and/or subsequent leave without pay. A request to the University to "stop the clock" should be filed in writing at the time when the parental leave is requested and needs to be confirmed on the approval. A decision to stop the clock will not otherwise affect the evaluation standards of contract or promotion determinations by the evaluating parties.

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<sup>1</sup> *UAE Labor Law*, Article 30, specifies that a female worker is entitled to 45 days of maternity leave at full pay provided she has completed one year of continuous service. A female faculty who has been employed for less than one year is paid at half pay.

Final decisions regarding eligibility, interpretation, administration and any questions regarding the policy rest with the Provost and Chief Academic Officer.



## 5.D Extended Medical Leave

The University recognizes that medical leave beyond the University's regular sick leave (for those who accrue sick leave) may be necessary in extenuating circumstances. This policy provides benefits while the faculty member is recovering from illness or injury. The University recognizes that retention of faculty is mutually beneficial and that implementation of this policy serves both parties.

Extended medical leave (EML) provides income continuation due to non-work related illness or injury of the Faculty. It is in addition to any sabbatical leave to which a faculty member may be entitled. Occupational-related illness or injury is covered by the University Occupational Illness/Injury Leave Policy (60.7)<sup>2</sup>

A faculty member's position, pay, and benefits will continue during the EML benefit period. Pay under the policy is at full pay for a maximum of six months. Applicable health insurance premiums must continue to be paid by the faculty member to avoid lapse of insurance coverage.

The Dean and the Department Head will work with faculty to determine how best to cover the responsibilities of a faculty member on EML.

To be eligible for EML, the faculty member must have been a full-time faculty member at AUS for one year or more. A physician's certificate is required supporting the faculty member's inability to perform job duties. In some cases a second opinion may be required (by the faculty member or by AUS).

Maximum leave under the EML policy is six months per occurrence. EML leave may be combined with other leave, e.g. annual leave (for those who accrue annual leave) to extend beyond six months. In the event EML leave extends beyond six months, the faculty member may apply to take leave without pay (LWOP). LWOP may be granted only on the approval of the Provost and Chief Academic Officer. If a faculty member has external insurance of any kind, he/she should consult his/her medical insurance contract to determine coverage during LWOP.

The University's contractual terms of employment with a faculty member with regard to a rolling contract or promotion may be placed in abeyance for a period of one year for a faculty member on EML. A request to the University to "stop the clock" should be filed with the Department Head as soon as possible after the faculty member determines to take a EML, but under no circumstances later than the end of semester during which extended medical leave is to be taken.

A decision to defer will not otherwise affect the evaluation standards of contract or promotion determinations by the evaluating parties.

The faculty member must submit the proper application requesting EML, if physically possible. The faculty member may apply to take LWOP if he/she is unable to return to work at end of the EML period. LWOP may be granted only on the approval of the Provost and Chief Academic Officer. Otherwise, the faculty member may request long-term disability benefits if he/she is unable to return to work at end of the EML period.

Final decisions regarding eligibility, interpretation, administration and any questions regarding the policy rest with the Provost and Chief Academic Officer.

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<sup>2</sup> This policy (60.7) states that a faculty member who has a work related illness or injury is entitled to full pay for up to six months and half pay for the next six months. Benefits beyond one year are handled by the university's Personal Accident/Sickness Insurance Policy.

## **CHAPTER 6     Faculty Performance Evaluation**

Faculty performance evaluations will be conducted periodically for the following purposes: to support and encourage excellence by recognizing and rewarding performance that advances the mission of the University; to assess faculty in the areas of teaching, scholarly activities (research and creative activities) and service; to provide guidance to faculty members regarding professional improvement and development; and to obtain information relevant to contract renewal/extension, promotion, termination, or merit pay decisions.

### **6.A     Information and Materials Required for Faculty Performance Evaluations**

Evaluations shall be based on the professional responsibilities of the faculty member in the areas of teaching, scholarly activities, and internal and external service. It is recognized, however, that within the broad definitions of these areas, the activities in which the faculty engage in fulfilling their professional assignments can vary from one department to another. At the beginning of each year, the faculty member is required to fill out a **Performance Enhancement and Achievement Review (PEAR)** form (section 6.G.1) in which s/he states the anticipated appropriate weights for his/her performance in the areas of teaching, scholarly activities, and service as well as the goals and objectives in each area. The Department Head/Director is required to meet with each faculty member at the beginning of the academic year to discuss the PEAR form for the upcoming evaluation period and discuss its appropriateness within the context of the goals of the department/college/school and relevance to the advancement of the faculty member's career. Each Dean's Office will maintain a dossier for each faculty member which includes the following components: annual PEAR forms; the current CV of the faculty member reflecting his/her achievements in the areas of teaching, scholarly activities, and service; Faculty Annual Reports [FARs]; syllabi of courses taught each semester; student enrollment in each course; course assessments; teaching evaluations; and copies of final exams or faculty course portfolio. Each faculty member should continuously update his/her dossier as needed and add documented evidence of the achievements and challenges in all areas of professional responsibilities. It is the faculty member's responsibility to ensure that the dossier is complete. Departments shall ensure that information related to courses taught and teaching evaluations is updated regularly at the end of each academic year.

### **6.B     Relative Weights of the Main Performance Areas**

For end-of-year annual evaluation purposes, the minimum values for a faculty member to meet expectations in the three areas of performance should fall within the following ranges: 50-80% for teaching, 10-35% for scholarly activities, and 5-25% for service (compatible with the mission of AUS).

Each faculty member should discuss the appropriate weights for his/her case with the Department Head/Director as stated in section 6.A not later than the end of the fourth week of the fall semester. The relative weights typically reflect the percent of time that the faculty member spends in the three areas of performance. The weights could change during the course of the evaluation period to accommodate the particular needs of the faculty member, the department, and the college/school. The Department Head/Director and the faculty member should discuss, and agree upon the distribution of weights for each faculty member in his/her respective department/program, add comments, and sign the PEAR form.

The specific performance criteria used in the evaluations can vary among the departments and across colleges/school. The performance criteria for each department shall be developed, monitored and updated through an **ad hoc Department Evaluation Criteria Committee (ECC)**, reviewed by the Dean's Cabinet and the Council of Deans, and approved by the Provost and Chief Academic Officer. The criteria must be in line with the criteria set out in section 6.F. Copies of the current performance criteria are available in the offices of the Deans. These performance criteria shall be used for end- of-year, rolling contract, promotion, and in-depth evaluations.

## **6.C Procedure for Faculty Performance Evaluation**

At the beginning of each academic year the Provost and Chief Academic Officer shall establish deadlines for the completion of the performance evaluation processes.

Definitions:

**dossier:** documents maintained by the candidate which include scholarly work, creative endeavors, evaluations of teaching, and evidence of service, as described above in section 6.A.

**evaluation file:** see section 6.C.2.c for the contents of this file.

In all contract-related evaluations (sections 6.C.1 to 6.C.3), the Dean shall provide a summary of the unit's evaluations to the faculty member and shall meet with the faculty member to discuss the review. The faculty member has the right to review the Dean's and the Department Head/Director's performance evaluations and recommendations. The faculty member has the option of attaching a written response to the file. If shortcomings are identified, appropriate plans for professional development and improvement should be worked out between the faculty member, the Department Head/Director, and the Dean of the college/school. The plan shall be part of the dossier for future reference.

### **6.C.1 Evaluation for Annual Faculty Performance**

Assessments for the purpose of awarding merit raises are conducted at the end of the spring semester each year. Evaluation of faculty performance is designed to provide a planning mechanism for faculty development, to recognize excellence in role performance, to improve teaching, to enhance professional competencies, and to delineate areas for improvement. The first purpose of this evaluation is to provide a basis for professional growth and development. Professional growth plans serve as the framework for the evaluation and recognition of past endeavors and for focusing on future goals and objectives. A second purpose of faculty performance evaluation is to recognize past professional performance and, as approved by the Administration and the Board of Trustees, to reward those endeavors with appropriate merit increases in salaries, while also providing feedback to faculty demonstrating a need for improvement. A third purpose of the faculty performance review is to provide a structure for systematically measuring progress toward and to substantiate consideration for a rolling contract and promotion. The Department Head/Director is required to use and sign an **Annual Faculty Performance Evaluation (AFPE)** form (section 6.G.2) in which s/he evaluates the performance of the faculty member in the areas of teaching, scholarly activities, and service as well as the development actions and goals for the next academic year in each area.

The following procedure must be followed:

1. The Department Head/Director considers the Faculty Annual Reports (FARs), the Faculty Performance Enhancement and Achievement Review (PEAR) form, within the context of the criteria set by the department for faculty evaluation purposes and submits his/her written performance evaluation and recommendation to the Faculty member along with a date by which the written response is to be provided;
2. The Faculty member may provide a written response to the Department Head/Director's report.
3. The Department Head/Director will take one of the following actions after the deadline for receipt of written responses from Faculty members:
  - a) If the Faculty member provides a written response, the Department Head/Director will consider the response and submit both the performance evaluation and recommendation and the Faculty member's response to the Dean.
  - b) If the Faculty member does not provide a response, the Department Head/Director will submit the performance evaluation and recommendation to the Dean.
4. The Dean will review the Department Head/Director's performance evaluation and recommendation and take one of the following actions:
  - a) If the Faculty member provides a written response, the Dean will i) review the Department Head/Director's performance evaluation and recommendation and the response provided by the Faculty member, ii) conduct an independent evaluation and iii) recommend to the Provost and Chief Academic Officer:
    - Awarding the Faculty member a second contract or conducting an in-depth evaluation of academic performance at AUS for Faculty members being considered for a second contract as per Section 6.C.3.a of the *Faculty Handbook*; or
    - Extension of the Faculty member's rolling contract for another year or an in-depth evaluation of academic performance for Faculty members on a rolling contract as per Section 6.C.3.c of the *Faculty Handbook*.
  - b) If the Faculty member does not provide a response and the Dean concurs with the Department Head/Director, the Dean will i) submit the Department Head/Director's performance evaluation and recommendation to the Office of the Provost and Chief Academic Officer with a statement of concurrence, and ii) recommend to the Provost and Chief Academic Officer:
    - Awarding the Faculty member a second contract or conducting an in-depth evaluation of academic performance at AUS for Faculty members being considered for a second contract as per Section 6.C.3.a of the *Faculty Handbook*; or
    - Extension of the Faculty member's rolling contract for another year or an in-depth evaluation of academic performance for Faculty members on a rolling contract as per Section 6.C.3.c of the *Faculty Handbook*.
  - c) If the Faculty member does not provide a response and the Dean does not concur with the Department Head/Director, the Dean will i) conduct an independent evaluation and submit both the evaluation and the Department Head/Director's performance evaluation and recommendation to the Office of the Provost and Chief Academic Officer, and ii) recommend to the Provost and Chief Academic Officer:
    - Awarding the Faculty member a second contract or conducting an in-depth evaluation of academic performance at AUS for Faculty members being considered for a second contract as per Section 6.C.3.a of the *Faculty Handbook*; or
    - Extension of the Faculty member's rolling contract for another year or an in-depth evaluation of academic performance for Faculty members on a rolling contract as per Section 6.C.3.c of the *Faculty Handbook*.
5. The Faculty member may provide a written response to the Dean's evaluation.

6. The Provost and Chief Academic Officer will review the Department Head/Director's performance evaluation and recommendation, the Dean's recommendation, the Faculty member's response(s), and inform the Faculty member of the final decision made by the Provost and Chief Academic Officer.

The deadline for notification of any merit increase decision is no later than the beginning of the fall semester classes.

### **6.C.2 Evaluation for Promotion Decisions**

At certain points during their employment history, faculty members may elect to apply for promotion. It is the responsibility of the Department Heads/Directors to inform faculty early on of the expectations for the granting of a promotion within a given department and the University as a whole.

To be considered for promotion, a candidate must:

1. meet minimum eligibility requirements, which include time-in-rank as set forth in section 6.C.2.e;
2. meet clear and distinct criteria established by the administration and faculty members as set forth in section 6.F.

#### **6.C.2.a Eligibility**

A faculty member is considered for promotion to a higher rank based on demonstrated quality in teaching, scholarly activities, and service, and becomes eligible to apply for promotion after a period of five years in the preceding rank with a minimum of one year under full-time faculty contract at AUS. Faculty who wish to apply for promotion early must meet the minimum criteria that apply to the five-year promotion requirement and must have a record of achievement in teaching, scholarly activity, and service that is at least equal to the record expected of a faculty member coming up after five years at rank. In such a case, the Department Head/Director and the Dean of the college/school must add to the candidate's dossier a written supporting report justifying the basis for early promotion. An unsuccessful candidate for early promotion can reapply only after serving five years at rank.

When a new faculty member has approved post terminal degree professional experience, whether academic or industrial that relates to the intended area of teaching and research, the Dean of the hiring college/school, with approval of the Provost and Chief Academic Officer, may award a maximum of two (2) years of credit toward promotion eligibility at AUS. Additionally, at least three (3) years of full-time teaching experience must be evidenced to be eligible to apply for promotion.

#### **6.C.2.b Promotion Procedure**

Though the promotion application procedure may vary across the University's colleges/school, the evaluation procedures should achieve a fair and objective evaluation of the applicant's total record in terms of teaching, scholarly activities, and service.

The promotion procedure follows these steps:

1. The eligibility of a faculty member for promotion is established by the Dean of the college/school in consultation with the Department Head/Director;
2. A candidate for promotion prepares and submits to the Dean of the college/school an evaluation file in application for promotion consideration. The Dean adds other necessary documents as detailed in section 6.C.2.c;
3. The Dean, in consultation with the Department Head/Director and other appropriate members of the department, selects appropriate external evaluators of the scholarly activities of the candidate from lists provided by the candidate

and the Department Head/Director. Guidelines regarding external peer review are described in section 6.C.2.d;

4. The in-depth evaluation process is described in section 6.D.

#### **6.C.2.c Preparation and Submission of Applications for Promotion Consideration**

An evaluation file for promotion consideration is prepared by the faculty member and should include the following. Many elements of the evaluation file should already be present in the faculty member's dossier on file in the Dean's Office:

1. a cover letter incorporating the faculty member's request for consideration for promotion and list of attachments;
2. the applicant's current curriculum vita (CV);
3. a list of scholarly publications and a copy of each scholarly publication, providing complete and accurate documentation of all scholarly activities, plus complete bibliographic listings of publications and status of journals (e.g., refereed, indexed, etc.). Copies of published items and other reported scholarly activities must be available for examination by reviewers;
4. a list of scholarly contributions considered in a previous promotion. The candidate should incorporate in the portfolio details of any previous promotions supported by official documents, including a list of counted material (e.g., papers, books, patents, etc.), date of submission for promotion, etc.;
5. a list and copies of unpublished work (optional);
6. a list and description of internal and external service at all levels. When providing evidence to support achievement in service to the relevant profession, academic peers, and the wider community, applicants are encouraged to relate their claims to measurable outcomes that demonstrate their contribution to the initiation and maintenance of links between the University and external groups. Documentation of all service activities is required;
7. any other relevant information.

The faculty member's contribution to the file is considered complete when the above documents are submitted to the Dean of the college/school. All pages of the application are to be numbered consecutively by the applicant. Submission of the full application by the candidate, no later than Thursday of the Student Orientation week of the Fall semester, is required for action during that academic year. When practical, earlier submission is encouraged.

To complete the evaluation file, the Dean's office adds the following:

1. letters from appropriate Deans and Department Heads/Directors of academic units evaluating the candidate's record in teaching, scholarly activities, and service (hard copies of these letters made available to the candidate at his/her request);
2. copies of letters sent to the external evaluators, a statement regarding the procedures used in selecting them, and a brief statement concerning the evaluators' qualifications;
3. all letters from external evaluators addressing the quality of the applicant's scholarly contributions, including information about any relationship to the candidate;
4. material demonstrating the applicant's record as a teacher.

#### **6.C.2.d Guidelines Regarding External Peer Review**

Scholarly activities must be evaluated by external reviewers in the field who are in a position to give an objective evaluation. A list of reviewers should be submitted by the candidate no later than Thursday of the student orientation week of the Fall semester, and in addition, Department Heads should maintain a reliable and appropriate compilation of external reviewers on file in the office of the Dean. As much as possible, three or more reports from external reviewers should be obtained and used as part of the evaluation of

the candidate's scholarly activities. These reviewers will not be from schools where standards of performance and expectations are substantially higher or lower than those of AUS. At least one of the reviewers will be chosen from the candidate's list. None of the reviewers should be current or former members of the AUS faculty, former teachers, co-workers, co-authors, or students of the candidate. Reviewers should be acquainted with the candidate through his/her published work or other professional accomplishments.

The applicant's curriculum vita and copies of scholarly work should be sent to the reviewers, together with a briefing about AUS and an explanation of the conditions and expectations under which the applicant has worked. Since standards of acceptable scholarly activities may properly vary from one department to another within an institution, and from one institution to another, it is important that the standards applicable to a given application be clearly explained to each external evaluator. A copy of the explanation of conditions and expectations furnished to each reviewer should be included with the application.

Each reviewer must be requested to justify any conclusions regarding the quality of the scholarly activities of the applicant and do so at a level of detail that permits an understanding of the achievement of the applicant relative to standards of excellence in his or her field. The degree to which the external assessments will be considered is based on the cogency of the argument made.

The acceptable level of the quality of the scholarly work and its impact on a promotion recommendation or decision is a matter of judgment at the various steps of the evaluation process.

#### **6.C.2.e Minimum Criteria by Rank**

The University has established the following minimum criteria for promotion to the academic rank cited.

##### **6.C.2.e.1 Senior Instructor**

The position is an appointment requiring a master's degree. Promotion to Senior Instructor requires five years of full-time teaching as an Instructor, or equivalent professional experience, including at least one year of full-time service as an Instructor at AUS. A candidate for Senior Instructor shall demonstrate effectiveness in teaching, production of minimal scholarly work (at least two papers presented at international conferences), and constructive participation in service, according to the promotion guidelines developed in the college/school. (Refer to section 6.F.)

##### **6.C.2.e.2 Senior Lecturer**

The position is an appointment requiring an earned doctoral or terminal degree and potential for excellence in teaching and service. The position of Senior Lecturer may be equivalent to an Assistant Professor, yet with minimal research record.

Promotion to Senior Lecturer requires at least five years in the rank of Lecturer, including at least one year of full-time service at that rank at AUS. A Senior Lecturer shall possess a doctorate or appropriate professional degree in the field. The candidate shall have demonstrated high teaching effectiveness and substantial service to the University and the community at large. A Senior Lecturer shall display consistently mature performance in course and curriculum planning, guiding and counseling students, mentoring, and participating in University and community service. The Senior Lecturer is expected to demonstrate the highest levels of character and professional ethics when representing the University, and to be a role model for junior faculty members. (Refer to section 6.F).



#### **6.C.2.e.3 Associate Professor**

Promotion to Associate Professor requires at least five years in the rank of Assistant Professor, including at least one year of full-time service in the rank of Assistant Professor at AUS. An Associate Professor shall possess a doctorate or appropriate terminal professional degree and have substantial experience in teaching and scholarly activity or applicable professional experience. The candidate shall demonstrate teaching effectiveness and have the interest and capacity for continuing growth as a teacher, scholar, and member of his or her profession. An Associate Professor shall display consistently mature performance in course and curriculum planning, guiding and counseling students, mentoring junior faculty, and participating in University and community service. The Associate Professor is expected to demonstrate the highest levels of character and professional ethics when representing the University, and to be a role model for junior faculty members. (Refer to section 6.F).

#### **6.C.2.e.4 Professor**

Promotion to Professor requires at least five years in the rank of Associate Professor, including at least one year of full-time service in the rank of Associate Professor at AUS. The rank of Professor recognizes the attainment of authoritative knowledge and the achievement of effective teaching skills. The Professor shall have attained an excellent reputation in his or her field of expertise, as evidenced by scholarly activities, teaching excellence, leadership within his or her department and within his or her professional or learned organizations, and effective participation in University and community service. The Professor is expected to demonstrate the highest levels of character and professional ethics when representing the University, and to be a role model for junior faculty members. (Refer to section 6.F).

### **6.C.3 Evaluation for Contract Decisions**

#### **6.C.3.a Awarding of the Second Contract**

Assessment for the purpose of awarding a second contract is to be completed before the outset of the last academic year of the existing contract. Based on the annual evaluation described in section 6.C.1 , the Dean of the unit recommends to the Provost and Chief Academic Officer either awarding the faculty member a second contract or conducting an in-depth evaluation of the faculty member's academic performance at AUS. The Provost and Chief Academic Officer reviews the file, decides on the case, and informs the faculty member if an in-depth review is necessary by August 30. The Provost and Chief Academic Officer sends all other renewals of the original three-year contract by September 15. A decision to conduct an in-depth evaluation is non-grievable. If an in-depth evaluation of the faculty member's academic performance file is conducted, it follows the process detailed in section 6.D.

The outcome of the in-depth evaluation is one of the following:

- A three-year renewal of the contract;  
or
- A one-year, terminal contract effective the following fall.

#### **6.C.3.b Awarding of the Four-Year Rolling Contract**

Information on the eligibility to apply for a four-year rolling contract is provided in section 2.A.3. Faculty members applying for a four-year rolling contract must provide a cumulative dossier that covers teaching, scholarly activity, and service during the period of employment at AUS. A candidate who is seeking a four-year rolling contract at the time of hire must provide a dossier that demonstrates performance commensurate with the college/school's criteria for award of a four-year rolling contract. The in-depth evaluation process is detailed in section 6.D.



The outcome of the evaluation is one of the following for full-time faculty members:

- A four-year rolling contract beginning the fall semester of the following academic year;  
or
- A one-year, terminal contract effective the following fall for full-time faculty.

The outcome of the evaluation is one of the following for candidates applying for a four-year rolling contract at the time of hire:

- A four-year rolling contract beginning the first semester of full-time employment at AUS;  
or
- Denial of a four-year rolling contract and the offer of a first three-year contract.

### **6.C.3.c    *Extension of Existing Rolling Contract***

Assessment for the purpose of extending an existing rolling contract is conducted every year and is based on assessment of the faculty member's academic performance as reflected in performance evaluations and annual recommendations as described in Section 6.C.1 and based on criteria described in section 6.F. The Dean of the college/school recommends to the Provost and Chief Academic Officer either extension of the faculty member's rolling contract for another year, or an in-depth evaluation of the faculty member's academic performance. The Provost and Chief Academic Officer reviews the file, decides on the case, and informs the faculty member if an in-depth review is necessary. The Provost and Chief Academic Officer will send all other extensions of existing rolling contracts by September 15. A decision to conduct an in-depth evaluation is non-grievable. There should be a minimum of three years between successive in- depth reviews (conducted or waived). The deadline for the Provost and Chief Academic Officer to send a letter stating the extension of the rolling contract for one year is by the end of the fall semester.

Notwithstanding the foregoing, an in-depth evaluation will be carried out during the sixth year since the last evaluation (conducted or waived), unless the faculty member has been allowed to waive the in-depth evaluation for continuation of rolling contract by the Dean in consultation with the Department Head. If an in-depth evaluation of the faculty member's academic performance file is conducted, the process as detailed in section 6.D is followed.

The outcome of this in-depth evaluation is one of the following:

- extension of the rolling contract;  
or
- non-extension of the rolling contract on a rolling basis but with a probationary year during the academic year immediately following the decision.

If the performance of the faculty member during both semesters of the probationary year meets the expectations of the University under the stated evaluation procedures, the contract shall be renewed on a rolling basis. If it does not, the original non-extension decision holds as of its date of issuance.

### **6.D    *The In-Depth Evaluation Process***

The faculty evaluation process is established for the evaluation of all full-time faculty members for the purposes of the awarding of a rolling contract, renewal of an existing rolling contract, and promotion to a higher rank. In such a case, a candidate will be evaluated separately and independently by his/her Department Head/Director and Faculty Personnel Committee (FPC). Subsequently, the Dean reviews these separate recommendations. In cases of diverging

recommendations from the Department Head/Director, FPC and Dean, the case is referred to the Faculty Evaluation Review Committee (FERC). After receiving all preceding performance evaluations, the Provost and Chief Academic Officer will conduct his/her own assessment and make a recommendation to the Chancellor. For applicants who are considered for the award of a four-year rolling contract at the time of hire, the evaluation process will be carried out according to a timeline established by the Provost and Chief Academic Officer.

## **6.E Structure of Evaluation Committees**

### **6.E.1 Faculty Personnel Committee (FPC)**

**Purpose.** The purpose of the FPC is to write recommendations concerning decisions related to renewal of contracts, rolling contracts, renewal of existing rolling contracts, and promotions.

1. Composition of the FPC:
  - a. The FPC consists of four “permanent” members, two from inside and two from outside the college/school, and three “temporary” members from the candidate’s department.
  - b. Non-administrator professors of a college/school who are not on leave, who already have rolling contracts, who are not subject during their service term to an in-depth review will be eligible to serve as “permanent” members on the FPC. Associate professors shall be considered where the number of full professors in the college is inadequate.
  - c. Non-administrator assistant professors, non-administrator associate professors, and non-administrator professors of a department who are not on leave, who have served at least three years teaching in the department or program at AUS, and who are not subject in that year to an in-depth review will be eligible to serve as “temporary” members of the FPC.
  - d. Selection of the members of the FPC’s will take place before the end of the 3rd week of classes in Fall Semester of each year. In no case will an FPC selection process occur before the selection of the membership of that year’s Faculty Evaluation Review Committee (FERC).
2. Selection of “permanent” members:
  - a. The “permanent” members from within each college/school are randomly selected from a pool of eligible faculty;
  - b. The college/school Dean and a Senate representative draw two faculty names from the college/school pool to serve on the FPC. As much as possible, diversity of representation from different departments and programs shall be sought by drawing additional names;
  - c. Two external “permanent” members are selected as follows: For each college/school FPC, drawing continues until two faculty members are identified who are neither from the same college/school nor from the host college/school.
  - d. The drawing will continue until a total of at least three full professors are picked to serve on each FPC.
3. Selection of “temporary” members:
  - a. The three “temporary” members of each department or program are selected as follows:
    - i. The Department Head or Program Director and the college/school Dean select one person from the department faculty;
    - ii. The department or program faculty members select one person. Only faculty members whose contracts have not been extended for reasons

other than age and who are in their terminal contract year are not eligible to vote in FPC elections;

- iii. One name is drawn at random in a manner determined by the Dean;
- b. As much as possible, diversity in rank from the department or program shall be sought by drawing additional names;
- c. If a department or program does not have three qualified faculty members to serve, the Dean in consultation with the eligible faculty from that department or program will appoint enough eligible faculty members from a related discipline in the University to fill the necessary quota. Such faculty members may be from other departments within the same college/school or from other colleges/school within the University;
- d. The selection of "temporary" members from a given department or program is obviated in any given year when no faculty within that department or program chooses to or is required to undergo an in-depth review.

4. Terms of members:

- a. The "temporary" members of the FPC will have a term of one year;
- b. The "temporary" members of the FPC may serve a maximum of two consecutive terms;
- c. The "permanent" members of the FPC will have a term of two years;
- d. One of the internal "permanent" members and one of the external "permanent" members will retire when the FPC concludes its duties for an academic year. This rule will be abrogated at the end of the academic year when the new regulations are in effect.

5. Meeting procedure:

- a. The senior internal "permanent" member of the FPC will be the chair of the committee. In case the FPC "permanent" members have the same seniority, they will agree on a chair for the committee. The Dean will resolve any differences between them;
- b. Should any internal or external "permanent" member of the FPC leave, a "permanent" replacement will be selected by the following procedure. The college/school Dean and a Senate representative will draw a replacement faculty name from the remaining names in the college/school pool to serve on the FPC;
- c. Should any "temporary" member of the FPC leave, a "temporary" replacement will be selected by the following procedure. The college/school Dean and a Senate representative will draw a replacement faculty name from the remaining names in the pool to serve on the FPC.

6. Work:

- a. The FPC establishes its own *modus operandi* including reporting on any conflict of interest, so long as the general standards set forth in 6.F are adhered to;
- b. All members of the FPC may participate in the review of all in-depth review cases. In rolling contract and renewal of existing rolling contract cases, all FPC members may vote/recommend; in promotion cases only members at the rank sought or above are eligible to vote;
- c. Should any member of the FPC have a conflict of interest regarding any case, as decided upon by the FPC, then s/he should be recused for all discussions and voting on that case.

7. Voting:

- a. Each FPC member will examine thoroughly the candidate's dossier prior to the FPC meeting scheduled to discuss the application of the candidate;

- b. The FPC members meet and openly discuss the candidate's performance in the three areas of teaching, scholarly activity, and service. Following the open discussion, each FPC member shall complete and submit to the FPC Chair, a form showing their rating of the candidate in the areas of teaching, scholarly activity, and service, based on the applicable criteria and as prescribed in Section 6.F. The Chair of the FPC reads out the ratings and declares the final outcome before the meeting is adjourned;
- c. Subsequent to the meeting, the Chair of the FPC drafts the recommendation of the FPC and solicits the approval of its content by the FPC members. The recommendation must include the number of "Yes" votes and "No" votes with a summary of the main reasons for the "Yes" votes and the "No" votes on each area;
- d. Following agreement on the content of the recommendation, the FPC Chair shall print a final copy of the recommendation, ensure that all FPC members sign it, and submit it to the Dean of the college/school for inclusion in the application dossier of the candidate.

### 6.E.2 Faculty Evaluation Review Committee (FERC)

**Purpose.** The purpose of the FERC is to evaluate applications when the recommendations of the Department Head/Director, the college/school FPC, and the Dean differ. The Provost and Chief Academic Officer also has the discretion to refer cases to the FERC when he or she deems it appropriate to do so. The committee will write recommendations to the Provost and Chief Academic Officer concerning decisions related to renewal of contracts, rolling contracts, renewal of existing rolling contracts, and promotions and will advise the Provost and Chief Academic Officer in matters relating to the policy and processes involved with in-depth, promotion, and rolling contract reviews.

1. Composition of the FERC:
  - a. Non-administrator Full Professors of a college/school who are not on leave, who already have rolling contracts, who are not subject during their service term to an in-depth review, and who are not members of the FPC will be eligible to serve on the FERC.
  - b. The FERC consists of four eligible faculty members, representing respectively the four colleges/school elected by the faculty, plus an at-large eligible faculty member appointed by the Provost and Chief Academic Officer.
2. Election/Selection of members:
  - a. Every year and during the 1st week of the fall semester, the regular full-time faculty members in each college/school will elect one eligible faculty member of the FERC in their own college/school. Faculty members in their last year of service whose contracts have been terminated for reasons other than age and who are in their terminal contract year are not eligible to vote in FERC elections.
  - b. Nomination:
    - i. The Senators in each college/school nominate two eligible faculty members for the election;
    - ii. The Dean, after consultation with the Department Head/Director nominates two eligible faculty members for the election;
    - iii. Any eligible faculty member can nominate him/herself from his/her respective college/school in a letter to the Senate President at least one week prior to elections. The highest vote getter from each college/school shall serve on the FERC;
    - iv. The Provost and Chief Academic Officer will select the at-large member

from among the full slate of nominated candidates.

3. Terms:

- a. FERC members will have a term of two years, staggered terms;
- b. First year exception: before the election in the first year, the Provost and Chief Academic Officer in coordination with the Faculty Senate President will determine which two colleges/school members of FERC will serve for one year and which will serve for two years);
- c. The at-large FERC member will have a term of one year;
- d. FERC members may serve a maximum of two consecutive terms.

4. Meeting procedure:

- a. The FERC members will elect a Chair;
- b. Should any elected FERC member resign, a permanent replacement will be selected by the following procedure. The senators in the college/school in consultation with the Dean will determine whether an election can be held prior to the date by which the replacement is needed. If it is determined that such an election can take place, then;
- c. The replacement will be elected by following the election rules as specified in item 2 above;
- d. If it is determined that there is not sufficient time for such an election, then the Dean in consultation with the senators from the college/school will appoint the replacement from the appropriate school/college. If the at-large member resigns, the Provost and Chief Academic Officer will appoint a new member.

5. Work:

- a. The FERC will review the performance evaluations and recommendations of a faculty member being evaluated for renewal of contract, rolling contract and/or for promotion when the recommendations of the Department Head/Director, the college/school FPC, and the Dean differ, and will make recommendations concerning renewal of contract, rolling contract, and/or promotion for each candidate;
- b. Should any member of the FERC have a potential conflict of interest regarding any case, as decided upon by the FERC, then s/he should recuse him/herself for all discussions and voting on that case.

6. Voting:

- a. Each FERC member will examine thoroughly the candidate's file prior to the FERC meeting scheduled to discuss the application of the candidate;
- b. The FERC members meet and discuss the candidate's performance based on the candidate's file and the three written performance evaluations and recommendations from the Dean, the Department Head/Director, and the FPC;
- c. Following the open discussion, each FERC member will make recommendations concerning renewal of contract, rolling contract and/or for promotion for each candidate;
- d. The Chair of the FERC reads out the recommendations and declares the final outcome before the meeting is adjourned;
- e. Subsequent to the meeting, the Chair of the FERC drafts the report/recommendation of the FERC and solicits the approval of its content by the FERC members. The report/recommendation must include the number of "Yes" votes and "No" votes with a summary of the main reasons for the "Yes" votes and the "No" votes. There will be no abstentions in voting on the FERC;
- f. Following agreement on the content of the report/recommendation, the FERC

Chair shall print a final copy of the report/recommendation, ensure that all FERC members sign it, and submit it to the Provost and Chief Academic Officer for inclusion in the application file of the candidate and for his/her review in making a recommendation to the Chancellor.

### **6.E.3 Confidentiality**

1. Absolute confidentiality is required in the review process, and all participants are expected to maintain the strictest secrecy concerning all deliberations, votes, decisions, and recommendations.
  - a. Committees and individuals involved in faculty evaluations are expected to act in a professional manner to protect the integrity of the review process.
  - b. The nature of the evaluations mandates that the work of review committees be conducted confidentially and only within committee meetings so that participants can feel free to voice opinions without fear of reprisals or concerns about confidentiality being compromised.
  - c. Participants in the evaluation process must not reveal or share any material or discussions that take place during the deliberations, either while the deliberations are in process or forever afterward.
  - d. Failure to adhere to strict standards of confidentiality are to be reported to the relevant Dean or to the Provost and Chief Academic Officer and after consultation with the Faculty Senate President, may result in serious sanctions being imposed on violators.

## **6.F Performance Evaluation Criteria**

Faculty members' performance evaluations will be conducted based upon criteria in this section in the areas of teaching, scholarly activities, and service. As mentioned in section 6.B, the main purpose of the Department Evaluation Criteria Committee is to develop, monitor, and update the performance criteria for its own department within the guidelines included in this section.

### **6.F.1 Teaching Activities**

Teaching includes educational activities that directly involve students. Activities in this area may include the following: classroom instruction; advising; developing and testing new educational methods; developing and testing new evaluation methods; developing, testing, and teaching new courses; serving as a course coordinator; and/or revising and improving existing courses. Teaching should be evaluated using multiple measures, which may include student surveys, peer evaluations, evaluations by Department Head/Director, preparation of students for subsequent classes, teaching portfolios, and other appropriate means.

The following is a suggested list of teaching performance evaluation criteria:

- Course portfolios
- Curriculum Development
- Flexibility to teach different courses
- Supplementary teaching material
- Course revision/improvement
- Teaching evaluations by students
- Teaching technology tools
- Criteria as agreed upon in the PEAR form
- Mentoring graduate theses/projects

### **6.F.2 Scholarly Activities**

The highest indication of scholarly activities is the development, presentation and documented acceptance of original work in the professional community. Excellence in scholarly activities typically reveals itself as continuing scholarly work documented primarily in publications appearing in relevant journals, in the form of books published by companies respected in the professional community, or adjudicated exhibitions of creative works. Citation of a candidate's work in the professional literature and/or journal impact factor are other indicators of scholarly activities.

As part of scholarly activities, creative work may include, but is not limited to, literary publications, drawings, paintings, models, exhibitions, installations, digital creations and built work, as well as work and publications authored by the candidate. Assessment of creative work will be through examination of the normal products of such activity.

The publication of a textbook is considered as a scholarly activity and its evaluation weight depends on the nature of the textbook and the contributions it makes to the field.

The following are examples of scholarly activities fulfilling performance evaluation criteria:

- Refereed journal publications
- Books and Book chapters
- Refereed conference proceedings
- Citation index/Impact factor
- Refereed conference presentations
- Internal/External research grants
- Criteria as agreed upon in the PEAR form
- Mentoring graduate theses/projects
- Patents obtained
- Presentations at international conferences
- Creative endeavors such as art pieces, films, etc. presented to juried exhibitions

### **6.F.3 Service**

Service is non-remunerated work other than teaching or scholarly activity on behalf of the University or external to the University. Service is one of the three performance areas required from a faculty member for contract renewal, rolling contract, in-depth and promotion review. Below are examples of service work to the University. The University commends faculty for undertaking a variety of volunteer work external to the University, but to be included in the evaluation for rolling contract or promotion, it must be related to the faculty member's professional expertise.

The following is a suggested list of service performance evaluation criteria:

- Service to Department
- Service to College /School
- Service to University/Senate
- Service in advising students
- Service as reviewer in the profession
- Member on Editorial Board
- Service in organizing a conference
- Outreach activities (Such as workshops, consultation, training, etc.)
- Criteria as agreed upon in the PEAR form
- Mentoring graduate theses/projects

### 6.G.1 Sample Performance Enhancement and Achievement Review form

**American University of Sharjah  
Performance Enhancement and Achievement Review (PEAR)  
20xx-20xx**

**(Submission Deadline: Month Day, 20xx)**

**Faculty member's name:**

**Faculty member's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Faculty Performance Plan (Please summarize goals on this one-page document.)</b>	
<b>Agreed Objectives/Weight</b>	<b>Goals</b>
<b>Teaching %</b>	
<b>Professional Development and Scholarship %</b>	
<b>Service %</b>	
<b>Department Head Comments:</b>	

**Department Head** \_\_\_\_\_ **Date** \_\_\_\_\_  
(signature)



## 6.G.2 Sample Annual Faculty Performance Evaluation (AFPE) form

**American University of Sharjah**  
**ANNUAL FACULTY PERFORMANCE EVALUATION**  
**20xx-20xx**  
**(Submission Deadline: Month Day, 20xx)**

Assessment for Faculty	Academic Year	
Name:	ID #	
Rank:	Years in Rank	
Reviewer:		

Background	
Scholarly Activities	Relative Weight:
Progress Against Last Year's Development and Goals:	
Assessment	<input type="checkbox"/> Excellent <input type="checkbox"/> More than expected <input type="checkbox"/> As Expected <input type="checkbox"/> Less than Expected
Development Action Plan and Goals for Next Academic Year	
Teaching	Relative Weight:
Progress Against Last Year's Development and Goals:	
Assessment	<input type="checkbox"/> Excellent <input type="checkbox"/> More than expected <input type="checkbox"/> As Expected <input type="checkbox"/> Less than Expected
Development Action Plan and Goals for Next Academic Year	
Service	Relative Weight:

Progress Against Last Year's Development and Goals:	
Assessment	<input type="checkbox"/> Excellent <input type="checkbox"/> More than expected <input type="checkbox"/> As Expected <input type="checkbox"/> Less than Expected
Development Action and goals for Next Academic Year	

Overall Assessment During Academic Year		
	Overall Assessment	<input type="checkbox"/> Excellent <input type="checkbox"/> More than expected <input type="checkbox"/> As Expected <input type="checkbox"/> Less than Expected
	Year Over Year Assessment	<input type="checkbox"/> Progressing <input type="checkbox"/> Maintaining <input type="checkbox"/> Declining
Did development discussions take place during the operating period?	[ ] Yes [ ] No	
Reviewer Signature:	Date:	
Dean Comments:		

Dean Signature	Date
<b>Faculty signature indicates that the Faculty has read this document; the signature does not mean that the faculty necessarily agrees with the contents, The Personal</b>	
Faculty Member Comments:	
Faculty Signature	Date

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## **Chapter 7      Separation Policies and Procedures**

These guidelines apply to any condition whereby a faculty member, whether on initial, term or rolling contract appointments, may be separated from employment with the University prior to the expiration of the faculty member's contract. These conditions include resignation and dismissal.

Nothing in this chapter nullifies conditions of employment contained in the letter of appointment.

### **7.A      Resignation**

If for any reason a member of the full-time faculty intends to terminate his or her relationship with the University, due notice must be given in writing to the Dean of his or her college or school at least eight months prior to the date of termination. The University reserves the right to prorate termination benefits if due notice is not given. Copies of the resignation letter must go to the Provost and Chief Academic Officer and the Chancellor.

Unless an earlier date is specified, the effective date of a faculty member's resignation shall be the termination date of the faculty member's current appointment at the date of submission of the resignation. If a resigning faculty member holds research grants or contracts from outside agencies, the administration should be consulted for proper arrangements of the liquidation or transfer of grant funds and the disposition of any equipment secured under the grant or contract.

Faculty who resign from their positions at AUS must fulfill all obligations to their college /school prior to final departure, and the Dean of the respective college/school must confirm in writing that they have fulfilled their obligations prior to the delivery of final payment. Such obligations include turning in all papers, exams, grades, etc. related to their last semester of teaching at AUS.

### **7.B      Dismissal**

Dismissal is the termination of employment of a faculty member of the American University of Sharjah before the term of appointment has expired. Dismissal recommendations for reasons of academic performance or programmatic considerations initiated by the Provost and Chief Academic Officer must be approved by the Chancellor.

#### **7.B.1      Assurances**

University policies and procedures for faculty dismissals must ensure the following:

1. The rights of the individual are protected under these policies and procedures.
2. Dismissal shall not violate the rights of an individual under applicable law.
3. The threat of dismissal shall not be used to restrain faculty members in their exercise of academic freedom.
4. Dismissal procedures provide for timely written notice of impending dismissal, which specifies the grounds on which dismissal is sought.
5. A faculty member notified of impending dismissal may avail him/herself of the right of grievance, provided the necessary conditions are met as specified in Chapter 8.

### **7.B.2 Justifications**

Dismissal may be justified by one or more of the following:

#### **7.B.2.a Adequate Cause**

Dismissal for adequate cause may include grounds related to dishonesty, proven incompetence in teaching or scholarly activities, serious neglect of professional or academic responsibilities, and/or personal misconduct affecting the community or the institution.

#### **7.B.2.b Discontinuance of Academic Programs**

Termination of employment may be based on the discontinuance of an academic program reflecting judgments concerning the educational mission of the University.

#### **7.B.2.c Financial Exigency**

Termination of employment is justified by a demonstrated and bona fide financial crisis that threatens the continuation of one or more academic programs or units in their present form, and that cannot, in the judgment of the Board of Trustees, be appropriately addressed by less drastic means.

### **7.B.3 Procedure for Dismissal for Adequate Cause**

Allegations of faculty misconduct leading to potential dismissal for adequate cause shall be dealt with under the procedure outlined in Subsection 3.B.4.e. In exceptional cases, where the Provost and Chief Academic Officer must dismiss a faculty member, whether on initial, term or rolling contract appointment, for serious violations of the laws of Sharjah and the UAE, under this subsection, the Provost and Chief Academic Officer shall provide formal notification in writing to the affected faculty member, informing the faculty member of the decision to dismiss and the specific grounds for dismissal.

If the affected faculty member wishes to challenge the dismissal, he/she must notify the Chancellor in writing of his/her intention to appeal the decision. Such notification must be received by the Chancellor's office within 10 working days of receiving notification from the Provost and Chief Academic Officer.

The Provost and Chief Academic Officer may recommend to the Chancellor immediate suspension of the faculty member, if the Provost and Chief Academic Officer believes such action is warranted based on the grounds for dismissal (see "Adequate Cause" above). The Chancellor makes the suspension determination.

If the faculty member notifies the Chancellor of his/her intent to appeal the Provost and Chief Academic Officer's decision, the Chancellor, in consultation with the President of the Faculty Senate, will constitute an evidence committee to establish the facts in the case. The evidence committee shall offer the faculty member the opportunity to respond to the charges. This committee will file a report within fifteen working days unless the Chancellor provides an extension for good reason.

If the facts support the original charge, the faculty member will be dismissed. A dismissed faculty member shall normally receive salary and benefits until the effective date of dismissal unless otherwise determined by the Chancellor. The decision to dismiss is non-grievable.

### **7.B.4 Discontinuance of an Academic Unit or a Unit**

The recommendation to discontinue a department or a college or school shall be made by the Provost and Chief Academic Officer on the basis of educational considerations and only after consultation and review as set forth herein. When the Provost and Chief Academic Officer believes that a discontinuance is necessary, he or she shall inform and seek the advice of the Council of Deans and the Faculty Senate. The request for advice shall be accompanied by written

supporting documentation. The Faculty Senate shall promptly inform and seek the advice of the affected groups. The Faculty Senate will, in turn, provide advice and consultation to the Provost and Chief Academic Officer.

The final decision to discontinue a department or a college or school may be made only by the Board of Trustees. A plan for the discontinuance of a department or a college or school, approved through appropriate channels of consultation, will be presented by the Chancellor to the Board of Trustees before action is taken to discontinue. Termination of faculty appointments or major changes in academic programs must conform with principles established in the approved plan, as well as the provisions of this document. The plan may provide for the termination of continuing-contract faculty members in the discontinued program while probationary-contract faculty members are retained in another program. Academic considerations will be primary in making program and personnel decisions. The discontinuance requires the affirmative vote of the Board of Trustees.

After the decision to discontinue, major steps for dealing with the affected parties will be reviewed jointly by the Chancellor (or Provost and Chief Academic Officer) and the Faculty Senate. Prior to issuing notices of dismissal to faculty in cancelled academic programs, the Chancellor, based on the recommendation of the Provost and Chief Academic Officer, shall give careful consideration to all reasonable alternatives and ensure that decisions to terminate faculty under the plan conform to all applicable laws.

### **7.B.5 Financial Exigency**

#### **7.B.5.a Declaration**

The declaration of an exigency requires that the dismissal of faculty is likely, even if such dismissals are not imminent. When the Chancellor of the University believes a bona fide financial exigency exists, he/she shall promptly inform the Board of Trustees and seek the advice of the Provost and Chief Academic Officer, the Council of Deans and the Faculty Senate. The Chancellor will provide advice and consultation to the Board of Trustees. The decision to declare a financial exigency may be made only by the Board of Trustees.

#### **7.B.5.b Retrenchment**

After the declaration of an exigency, major steps for dealing with the financial crisis will proceed along the lines as described in the case of discontinuance of academic units, or units. Consultation between the Chancellor and the Faculty Senate is central to this process. A retrenchment plan must be developed by the Chancellor and approved by the Board of Trustees before actions are taken pursuant to a declaration of financial exigency. Termination of faculty appointments or major changes in academic programs must conform with the principles established in the retrenchment plan, as well as the provisions of this document. Academic considerations will be primary in making program and personnel decisions.

The Board of Trustees may declare that a financial exigency no longer exists. However, nothing in this section shall imply that notice of dismissal issued to any individual during a period of declared exigency is automatically withdrawn or otherwise invalid.

### **7.B.6 Payment of Salaries in Cases of Separation from Employment**

If a faculty member is separated from employment for adequate cause (7.B.2.a), the faculty member's salary shall be terminated effective upon the date of dismissal.

If a faculty member is separated from service because of discontinuation of an academic unit or a unit (7.B.4) or declaration of financial exigency (7.B.5), the faculty member's salary shall be terminated according to the provisions specified in accordance with the plans developed under the terms of 7.B.4 and 7.B.5.

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## **Chapter 8      Grievance Code**

This chapter provides the Grievance Code, under which a faculty member who has a complaint against an administrative action or individual(s) at the level of the academic unit, the unit or the central administration is able to seek a remedy within the University. A grievance procedure is a very serious matter and should not be entered into lightly. As responsible citizens of the University community, faculty members should proceed with good faith and should make a sincere effort to resolve disputes before resorting to the grievance process. Furthermore, resort to the grievance process should occur only for those cases stated within section 8.B, Definition of a Grievance.

A grievance procedure is not a formal judicial proceeding and therefore is not required to comply with rules of evidence that are applicable in a court of law. To the extent that any provision of this code conflicts with any applicable law, the applicable law prevails.

Before pursuing remedies outside the University, a faculty member is obligated to exhaust the procedures outlined in this code.

### **8.A      *Applicability***

Individuals in the following positions may not grieve under this code: all administrators, including the Chancellor, Provost and Chief Academic Officer, Vice Provosts, Deans, Associate Deans, Directors and Department Heads. A faculty member serving as Associate Dean, Department Head or Director may invoke the code if, in his or her capacity as an individual faculty member (and not because of any action or omission in his or her capacity as Head of an academic unit), he or she is subjected to any of the actions listed in 8.B of this chapter. The Senate Executive Subcommittee (see below) will resolve questions concerning which capacity, as faculty member or administrator, gave rise to the complaint. (Procedures for grievances by administrators or faculty in administrative capacities may be found in the HR Policy Manual.)

### **8.B      *Definition of a Grievance***

A grievance is a formal complaint by a member of the faculty that his/her terms or conditions of employment at the American University of Sharjah (hereinafter "the University"), or ability to act in his/her professional or academic capacity at the University has been significantly impaired due to serious violations as a result of one or more of the four items listed below. A grievance is not an opportunity for a faculty member to express disagreement over the judgment rendered by an administrator or committee; rather, it provides the opportunity to redress one of the following:

1. violation of academic freedom as defined in section 3.A.2
2. discrimination on the basis of age, disability, ethnic or national origin, gender, race or religion  
Note that University policy, in keeping with UAE labor law, does not allow extension of contracts after an individual has reached age 70.
3. violation or misapplication of an applicable University contractual provision, practice, procedure, regulation or rule
4. violation of accepted standards of behavior in the workplace of the University as stated in the Faculty Handbook

The grieving faculty member must demonstrate the occurrence of procedural or factual errors in the case.



## **8.C Outline of Grievance Process**

The order in which adversarial parties should attempt to solve their disputes is outlined as follows:

1. informal attempts of reconciliation by the adversarial parties
2. the Notice of Grievance
3. the grievance hearing
4. the report of the Grievance Committee
5. the final decision of the Chancellor

### **8.C.1 Informal Attempts at Conflict Resolution**

Before a formal grievance is filed, a potential grievant should attempt to resolve the grievance informally.

### **8.C.2 Notice of Grievance**

If informal resolution fails, a faculty member who believes that he or she has a grievance must file a Notice of Grievance with the highest ranking member of the Senate Executive Committee who is not a party to the complaint or from the same unit as parties to the grievance.

The Notice of Grievance shall contain a concise statement of the reasons that led the faculty member to feel aggrieved and shall specify the remedy requested. The grievant must file the notice within sixty (60) days of an officially documented action. (As used throughout the text of this code, the word "day" refers to academic calendar days. Weekends and holidays are excluded.)

The Notice of Grievance includes basic information regarding the person submitting it, including the name, office addresses and phone number(s), the unit, the individuals against whom the grievance is being filed, the date that the aggrieved action occurred, and the date of submission.

The Notice of Grievance should be thorough, but as clear and concise as possible, and contain the following information:

- the (administrative or collegial) acts to be reviewed
- the names and phone numbers of all parties involved, as well as those of any witnesses who may be called to testify, along with a brief summary of their testimony
- how these acts adversely affected the grievant
- the applicable sections or subsections of the grievance code
- the section(s) and specific provision(s) of the applicable University rules, regulations or contracts alleged to have been violated, if any, and how these provisions were violated
- the remedy being requested

Appropriate documentation should be included to substantiate any claims.

### **8.C.3 Formation of the Senate Executive Subcommittee (SES)**

As soon as a Notice of Grievance is filed, the Senate Executive Committee shall form a subcommittee (hereinafter SES) of itself. If the grievance notice is filed after the end of the tenth week of the spring semester, the SES may defer, for practical reasons, some or all of its duties until the first day of the following regular semester. The SES will consist of all members of the Senate Executive Committee who are not from the same unit as parties to the grievance. The chair of the SES shall be the highest-ranking member of the SES. The SES fulfills the following duties:

- determines within ten (10) working days whether or not the complaint is a grievable matter and sends its report in this regard to the Chancellor and to the grievant

The chair of the SES may request additional information from the grievant only to assist the SES in determining whether the complaint is grievable.

- if the SES determines that the complaint is a grievable matter, informs the person against whom the grievance is filed and includes a copy of the Notice of Grievance
- selects the members of the Grievance Committee
- determines what evidence provided by the grievant is admissible
- provides guidance and direction for the Grievance Committee
- reviews the findings and recommendations of the Grievance Committee and identifies any flaws in the grievance procedure
- ensures the integrity of the grievance process

#### **8.C.4 Notice and Suspension of Proposed Administrative Actions**

The following actions – dismissal, suspension without pay, reduction in academic rank, reduction in salary, denial of promotion or reappointment – shall take effect only if the administrative officer of the University who intends to take action gives to the faculty member affected by the proposed action written notice of at least thirty (30) days in advance of its effective date, unless provisions to the contrary are explicitly stated in the AUS Faculty Handbook. Such notice shall be confidential, unless the faculty member affected by the proposed action waives confidentiality in writing.

However, the above-mentioned actions shall not take effect if the faculty member affected by the proposed action invokes the procedures of this code. In all cases of dismissal or non-renewal, efforts shall be made to bring the grievance procedure to conclusion by the end of spring semester classes.

Nothing in this section nullifies the conditions of employment contained in the letter of appointment.

#### **8.C.5 Formation of the Grievance Committee**

The SES shall by majority vote select a Grievance Committee of five (5) members from the eligible pool of faculty members. The eligible pool of faculty members shall consist of all faculty members who have at least two years of service at the American University of Sharjah and are neither part of the current Faculty Senate Executive Committee nor are members of any unit that is involved in the grievance.

Individuals in the following positions may not serve on a Grievance Committee under this code: all administrators, including the Chancellor, Provost and Chief Academic Officer, Vice Provosts, Deans, Associate Deans, Directors and Department Heads. The committee will elect its own chair. The SES must exercise due diligence that appointees are free of reasonable perceived bias, conflict of interest, or such previous association with the issues that are raised by the grievance and/or close association with the parties to the grievance as would recommend that the appointee not serve.

No person must be involved in the pending grievance process who has rendered a previous judgment on any of the parties to the grievance in the case at hand.

The Grievance Committee shall receive a copy of the Notice of Grievance and any supporting documents filed by the parties to the grievance. The Grievance Committee shall also receive the report of the SES stating which matters are grievable. Non-grievable matters as determined by the SES should not be investigated.

#### **8.C.5.a Mandate of the Grievance Committee**

The responsibility of the Grievance Committee is two-fold: (1) to reach a decision regarding the validity of the grievance, and, if the grievance is upheld, (2) to recommend an action to provide relief to the grievant.

In reaching its recommendation for relief, the committee should consider the relief requested by the grievant(s), but the committee has wide discretion and may recommend appropriate relief within University guidelines and regulations.

The type and extent of relief may, at the committee's discretion, be influenced by the committee's views about factors such as:

- whether a violation was intentional or unintentional
- whether a violation involved negligence or was a reasonable misinterpretation of responsibilities
- the likelihood of the harm and its possible magnitude for situations in which possible future harm is involved

#### **8.C.5.b Procedures for the Grievance Committee**

Once the SES has determined that a Notice of Grievance has been appropriately filed and all necessary information has been included, it shall convene the organizational meeting of the Grievance Committee within seven (7) days and shall instruct the Grievance Committee to:

1. elect a chair
2. establish procedures necessary for a fair and orderly hearing
3. forward a copy of the Notice of Grievance to all parties against whom the grievance is filed
4. solicit documents or other hard copy or electronic evidence from parties to the grievance

The committee may not meet if more than one member is absent. Decisions must be reached by a majority vote of members present, and votes shall be tabulated and recorded without designating how any individual voted.

The Notice of Grievance and the solicitation of documents shall be delivered to the campus office address of the parties to the grievance.

Parties to the grievance must complete their submissions no later than ten (10) days after receiving the solicitation from the Grievance Committee. The first day of the ten is the first day after an adversarial party has received the request from the Grievance Committee.

Not more than five (5) days after the deadline for submissions of documents and evidence from parties to the grievance, the chair shall convene the first meeting to consider the written documents and evidence submitted by the parties. Beginning with the grievant, all parties will be invited to make oral presentations and to submit supplementary written evidence.

Strict rules of evidence and procedures shall not apply, but parties must be permitted to be present when the committee receives oral statements and all parties must receive all documents submitted in evidence by any party.

Parties to the grievance may choose to be assisted by an advisor throughout the hearings. The committee may also have an advisor. All advisors must be employees of the University.

At any time before or during its deliberations, the Grievance Committee may, by majority vote, determine that it is necessary to obtain further information and may call witnesses for oral testimony, or seek any additional documents or information from any source, including by way of addressing hard copy or electronic questions to any party. Witnesses are called to give testimony and are not to attend other portions of the proceedings. The same individual cannot serve as both witness and advisor.

The manner in which oral proceedings are conducted shall be determined by the chair of the Grievance Committee, in consultation with the members of that committee. The chair shall make all reasonable efforts to give all relevant parties a reasonable amount of advance notice as to the procedures that will be followed during the oral proceedings. At the discretion of the committee, parties and their advisors may be allowed to question witnesses.

Meetings of the committee shall be recorded, and the committee shall prepare a report of its deliberations and its recommendations, specifying the rationale(s) for its recommendation, to assist the Chancellor in his/her final decision in the case.

Once the committee has completed its receipt of oral and written evidence, it shall meet in executive sessions to consider its conclusions and recommendations. In executive session, only members of the committee shall be present, provided, however, that, at the committee's discretion, a personnel officer or legal advisor of the University may be present as an advisor to the committee.

Unless the SES, for good cause, extends the deadline for completion of the committee's report, the committee's recommendation must be submitted to the SES within thirty (30) days after the organizational meeting. Copies of the committee's recommendations and report shall also be forwarded to the parties to the grievance. Parties to the grievance may respond to the report by filing in writing with the SES. The SES shall review the report of the committee as well as any comments from any of the parties involved in the grievance process; add its own comments, concerns and suggestions to the file; and forward the file to the Chancellor for final action. Copies of comments from the SES shall be made available to the parties of the grievance. Unless the Chancellor, for good cause, extends the deadline, he/she will inform the parties to the grievance and the SES of his/her decision within fifteen (15) working days of receiving the file. The Chancellor will notify the parties to the grievance and the SES of any deadline extension.

The Chancellor's decision, in all cases, is final.

#### **8.C.6 Confidentiality Requirement**

Unless confidentiality is waived in writing by all parties, participants are required to maintain the confidentiality of the proceedings. Documented failure to comply that has been presented in writing to the chair of the SES and confirmed as such by the SES will be added to the grievance file.

Once concluded, none of the involved parties to the grievance is to discuss any aspect of a case. The final documentation (reports and/or tapes) will be filed in the Chancellor's office. To the extent allowed by law, notices are privileged and cannot be compelled in any other proceeding.

Information concerning a grievance may be provided to appropriate officials of the University on a need-to-know basis. Any person so informed shall be bound by confidentiality requirements.

#### **8.D Role of the Chancellor**

The Chancellor of the University is the final decision maker under the terms of this code and is responsible to the Board of Trustees for actions as the chief executive officer of the University. The Chancellor is not subject to the grievance provisions of this code for decisions made or actions taken as Chancellor, whether based upon the advice of others or upon independent judgment of the needs and interests of the University.

In all matters, the Board of Trustees expects the Chancellor to adhere to the rules and regulations of the University and personally to maintain high professional and ethical standards. Any faculty member having complaint that the Chancellor has violated the rules and regulations

of the University or has failed to abide by appropriate professional and ethical standards may address his/her concerns in writing to the chair of the Academic Affairs Committee of the Board of Trustees. Correspondence should be addressed to: "Chair, Academic Affairs Committee, AUS Board of Trustees, c/o Office of the Chancellor," with a copy of the complaint and any supporting documentation sent to the Chancellor.

The chair will inform the complainant and the Chancellor of the process to be followed and, when completed, the result of the review.

## **Appendices**

- A. Department Heads Policy**
- B. Honorary Titles**
- C. Consulting Policies**
- D. Copyright and Patents Policy**
- E. Sabbatical Leave Application Procedures**

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## **Appendix A: Department Heads Policy**

Accountable to the Dean, the Department Head is responsible for administering the Department in ways that promote and sustain quality in every aspect of Departmental life and for facilitating innovation and improvement in Departmental programs in accordance with the University's vision, mission, and strategic plan.

With the Dean, the Department Head advocates on behalf of the faculty and students with internal and external parties and is charged with creating and maintaining an environment that supports faculty members in their efforts to succeed as teachers, researchers, and contributing members of our community. In carrying out these responsibilities, the Department Head engages in collaborative leadership with the faculty in ways that are consonant with the AUS shared governance model of academic administration.

### **A.1 Responsibility and Accountability**

The Department Head is responsible and accountable for the following:

1. Personnel evaluations and recommendations
  - a. Structured faculty evaluations and recommendations (annual, contract extensions, promotions, etc.) as outlined in chapter 6 of this *Handbook*.
  - b. Structured staff evaluations (annual).
  - c. Faculty hiring – the precise role of the Department Head differs among the Colleges/School, but the Department Head is responsible for providing input to the Dean as described in Section 2.C "Search and Appointment for Regular Faculty Positions" and Section 2.D "Search and Appointment for Other Faculty Positions" of this *Handbook*.
2. Curricular development, facilitation, and advocacy
  - a. Keep current with trends and issues in the discipline, including courses, programs, pedagogy, and uses of technology.
  - b. Assess curricular changes and updates based on recommendations from the Department/College or School/University curriculum committees and faculty feedback.
  - c. Assume program accreditation by the Ministry of Higher Education and Scientific Research or by other duly empowered accrediting bodies.
  - d. Promote majors, minors, and courses plus conduct outreach as appropriate.
3. Budget implementation
  - a. Develop Departmental budget recommendations in consultation with Departmental faculty in ways that are informative and transparent.
  - b. Oversee the budget and keep faculty apprised of its utilization.
4. Strategic planning – in collaboration with Departmental faculty and in conjunction with college/school/University planning
5. Faculty development – encouraging, facilitating, and mentoring both the instructional and scholarly development of faculty



## **A.2 Specific Responsibilities Related to Management**

The Department Head is responsible for the following:

1. Effectively and efficiently manage human, fiscal, and physical resources, including the following:
  - a. Establish and maintain within the Department an environment of shared purpose and responsibility.
  - b. Plan for and anticipate faculty and space needs, develop teaching assignments and class schedules, and oversee space utilization in consultation with the faculty
  - c. Assign/delegate Departmental responsibilities with consideration given to service interests solicited from the Departmental faculty
  - d. Ensure University policies, procedures, and processes are followed
2. Address student issues and concerns
3. Serve as a communication conduit (both directions) between the Dean and the Department (this includes faculty seeking clarifications or resolutions through the Department Head)

## **A.3 Department Head Search**

1. The Department Head position is open for internal (AUS) and external candidates. AUS is committed to promoting internal, qualified faculty into administrative and leadership positions, and the Dean will ensure that internal candidates are provided every opportunity for consideration as part of the search process.
2. All full-time continuing Departmental faculty members who are not running for the position constitute the Department Head Search Committee (DHSC). The Dean will select the Chair of the DHSC.
3. The following guidelines describe the main steps to be followed for hiring a Department Head:
  - a. All information and deliberations concerning a search for a Department Head are strictly confidential. The search process for the position of Department Head will remain open and new nominations may be made and additions to applicant dossiers will be accepted at any time up to the point of contract offering.
  - b. The DHSC will develop the profile for the new Department Head, which will include but is not limited to the following elements: education and degree requirements; leadership and administrative experience; preferred rank and area of specialty, if any; special circumstances and opportunities associated with the Department Headship at that particular moment. The profile will also emphasize institutional hiring priorities, such as gender, ethnic, racial, and within-discipline diversity.
  - c. The Dean's Office will compile the dossiers of all candidates for the Department Head position. The chair of the DHSC will convene the committee to discuss the candidates. Once a candidate has submitted a letter of application, all DHSC members, other than the Dean or the Dean's designee, will refrain from having contact with that candidate, either directly or indirectly, with regard to the search.
  - d. Each DHSC member will review the dossiers and provide a written assessment and ranking of each candidate. These assessments,

- indicating the potential strengths and weaknesses of each candidate, will be made available to all members of the DHSC.
- e. Collectively, the DHSC will rank the applicants and conduct interviews (if possible by teleconference or via internet) with the most highly ranked candidates. If consensus cannot be reached, voting will be by written ballot.
  - f. Based on the written-ballot ranking of the candidates, the chair of the DHSC will compile the short list of candidates and share that list (along with justification reports) with the Dean, all faculty members, and staff within the Department.
  - g. The Dean will arrange for in-person interviews with the short-listed candidates. Whenever possible, candidates will be invited for on-campus interviews.
  - h. After consulting with the DHSC, the Dean will recommend to the Provost and Chief Academic Officer, who shall decide the candidate to whom an offer shall be made. The Provost and Chief Academic Officer may also request to see the dossiers of the short-listed candidates, including the assessment reports from the members of the DHSC.
  - i. The Dean will inform the Departmental faculty of the acceptance of an offer as soon as it is practical to do so.
  - j. In the case of an unsuccessful search outcome (hiring), the Dean, in consultation with the DHSC, may appoint a one-year (renewable under exceptional circumstances for one additional year) interim Department Head from among the members of the faculty or from outside the Department but within the University. In order to gain the position of Department Head on a regular basis, an interim appointee must go through the same search process as do all new candidates.

#### **A.4 Appointment**

- 1. The Headship is a twelve-month appointment, reflecting the full range of administrative responsibilities associated with the position.
- 2. Department Heads are expected to teach nine credit hours per year. With the concurrence of the Provost and Chief Academic Officer, the Dean may allow a smaller teaching load for the Department Head. In such a case, the Dean will inform the Departmental faculty about this exception. In small Departments, the teaching load may be higher than nine credit hours. During fall and spring semesters, Department Heads are not eligible for overload pay or for independent study compensation.
- 3. When no other regular faculty are available, willing, or qualified to teach a summer course for which there is sufficient demand, and with the approval of the Provost and Chief Academic Officer and the Dean, a Department Head may teach one summer course for additional compensation.

#### **A.5 Evaluation**

- 1. The Dean evaluates the Department Head annually, after receiving structured written input from full time, regular faculty members in the Department.
- 2. Recommendations made by the Dean to the Provost and Chief Academic Officer for annual salary increases for Department Heads are based upon

their administration effectiveness, teaching, scholarship, and service. If recommended increases are in percentage terms, the increase will apply only to the base salary of the Department Head and not to the administrative stipend, which is negotiated separately.

3. If in the course of events a Department Head undergoes an in-depth review for a rolling contract or promotion, eligibility and evaluation will be based on the same criteria applicable to all regular faculty – teaching, scholarly activities, and service.

#### **A.6 Contract Review**

1. Based on a comprehensive review of performance which is conducted by the Dean after receiving structured input from Departmental faculty (or voting when applied) the Dean will make the contract decision by the start of the third year of each three-year term of appointment. Each College/School may devise additional assessment criteria or procedures for evaluating the effectiveness of Department Heads, as appropriate.
2. The term of appointment of the Department Head is for three years and is renewable for another three years based on the comprehensive review process. Under exceptional circumstances and approval of a 2/3 majority of Department faculty in a written ballot, the Dean may extend the appointment for a third and final three-year term. If approval is not granted, the search process will commence.

#### **A.7 Contract and Compensation**

1. The Department Head is appointed as a faculty member with administrative duties based on a twelve-month contract. For the duration of the appointment as Department Head, the contractual terms for a Department Head are the same as for any regular, twelve-month administrative officer of the University, with regard to vacation accrual and usage, insurance, dependent tuition payments, repatriation, and other benefits. For the period of time that the faculty member serves as Department Head, the basis for calculating benefits will be the base salary only. As noted above, however, any percentage increase in compensation such as a merit increase will be applied only to the base salary, not to the salary plus administrative stipend.
2. The Department Head's base salary is defined as the nine-month salary that the Department Head would normally earn as a regular faculty member within the Department, an amount negotiated between the Department Head and the Dean as an initial condition of appointment as a faculty member. Upon assuming the Headship, the Department Head will receive, in addition to the base salary, an administrative stipend in addition to the base salary. When determining the administrative stipend for the Department Head, the Dean will take into consideration such factors as the additional months of work associated with the Headship, the size and complexity of the Department, and any exogenous factors affecting relative workload and the level of responsibility.
3. At the point when a Department Head leaves the Headship and joins the faculty ranks, the administrative stipend will be suspended and the faculty member's compensation will revert to the base salary, plus any merit adjustments that may have been made during the period as Department Head.

## **Appendix B: Honorary Titles**

### **B.1 Honors Review Committee**

Each fall, the Provost and Chief Academic Officer in consultation with the Senate President will appoint and chair an Honors Review Committee. The committee will consist of at least one member of the Senate, at least one college/school Dean, and three faculty members at the rank of Professor. Individuals who may be considered for emeritus status will recuse and absent themselves from committee deliberations pertaining to their nomination.

### **B.2 Distinguished Professor**

#### **B.2.1 Definition**

The honorary title of Distinguished Professor is bestowed by the Board of Trustees to a faculty member who has exceptional merit as evidenced by a high level of international recognition of his/her scholarship. Examples of such recognition are the award of a well-known international prize for their scholarship, the receipt of exceptionally large scholarship grants from international organizations, having received a similar recognition at another prestigious university, or other evidence of outstanding international reputation.

The faculty member must meet eligibility criteria that include a record of exceptional scholarly contributions recognized worldwide.

The title is bestowed by the Board of Trustees upon the recommendation of the Chancellor in accordance with the procedures described below.

#### **B.2.2 Eligibility Criteria**

1. Affiliation and length of service:  
The nominee must be an employee of the University at the time of nomination.
2. Academic rank:  
The faculty member is expected to hold the rank of Professor at the time of recognition.
3. Contributions to his or her field and dedication to the institution:  
The faculty member must have an exceptional record of scholarly contributions recognized at the highest international levels.

#### **B.2.3 Nomination Process**

Nominations for the title normally originate in the nominee's department or program but may be made by the Dean or any member of the faculty holding the rank of Professor. Nominations must be accompanied by supporting documentation, including a current curriculum vita and a nomination letter making the case why the candidate deserves such an honor. If the Chancellor concurs in a positive recommendation following the evaluation process outlined below, the nomination is presented to the Board of Trustees.

#### **B.2.4 Evaluation Process**

1. The initial nomination is submitted to the department/program of the nominee. The department/program can concur or disagree with the nomination, or demur. After internal deliberations, the Department Head/Director forwards the nomination, his/her recommendation, and supporting materials to the Dean.
2. The Dean adds his/her recommendation and forwards the file to the Provost and Chief Academic Officer.
3. The Honors Review Committee evaluates the nomination and makes a recommendation.

4. The Provost and Chief Academic Officer forwards the committee's recommendation to the Chancellor.
5. The Chancellor makes a recommendation and, if positive, forwards it to the Board of Trustees.
6. Only the Board of Trustees can bestow the designation of Distinguished Professor.

### **B.2.5 Time of Recognition**

Nominations for award of the Distinguished Professor title may be considered at any time. The title typically is conferred during commencement.

### **B.2.6 Privileges**

The title of Distinguished Professor will be held as long as the honored faculty member remains at AUS. The privileges stated below will be bestowed for four years and are subject to renewal.

The Distinguished Professor will have his/her salary determined in the usual way. S/he can choose between: 1) a normal teaching load plus a \$10,000 annual stipend, or 2) a reduced teaching load (e.g., 2 courses per semester). In addition, the Distinguished Professor will be eligible for a \$10,000 annual grant for professional activities, which includes conference grant support. In all other matters their contractual conditions (rolling contracts, sabbaticals, merit) will be guided by the Faculty Handbook.

## **B.3 Emeritus Titles**

### **B.3.1 Professor/Associate Professor Emeritus/Emerita**

#### **B.3.1.a Definition**

The honorary title of Professor/Associate Professor Emeritus/Emerita is granted in recognition to a distinguished faculty member who ceases to be employed by AUS. The faculty member must meet eligibility criteria that include a minimum length of service to AUS and a record of meritorious contribution to the university. The title is bestowed by the Board of Trustees upon the recommendation of the Chancellor in accordance with the procedures described below.

#### **B.3.1.b Eligibility Criteria**

1. Academic Rank and Length of Service at AUS: The faculty member must hold the rank of Professor or Associate Professor at AUS and must have served at least 10 years at AUS as a regular faculty member. Exceptions to the length of service requirement can be considered with an appropriate rationale.
2. Contributions to his or her field and dedication to the institution: The faculty member must have a meritorious record of contributions in one or more of the areas of teaching, scholarly work and service.

#### **B.3.1.c Nomination Process**

Nominations for the award of Professor/Associate Professor Emeritus/Emerita are submitted to the Dean of the nominee's school or college and may be made by any member of the university faculty holding the rank of Professor or Associate Professor. Nominations for the award may be considered during the last academic year of employment at AUS or the following academic year. If the award is denied in the initial application, the faculty member may be re-nominated only once, during the following academic year. Nominations must be accompanied by a current curriculum vita, a nomination letter, and supporting documentation clearly demonstrating evidence of strong contributions in one or more of the areas of teaching, scholarly work, and service.

#### **B.3.1.d Recommendation Process**

1. Following the nomination, the Dean of the nominee's school/college considers the application with input from the faculty on Rolling Contract in the nominee's department/program and the Department Head/Program Director. The Dean supplements the application with his or her recommendation.
2. The Provost and Chief Academic Officer considers the application, supplements it with his or her recommendation and forwards it to the Chancellor.
3. In case of difference in the recommendations by the Dean and the Provost, the Provost forms an ad hoc Emeritus or Emerita Review Committee in consultation with the Faculty Senate Executive Committee through the Faculty Senate President. The committee evaluates the application, supplements it with its recommendation and forwards it to the Chancellor. The Emeritus or Emerita Review Committee comprises one member of the Senate who serves as the committee chair, along with one faculty member from each college. The committee members are normally at the rank of Professor and are on Rolling Contract.
4. The Chancellor makes a recommendation and, if positive, forwards it to the Board of Trustees.
5. Only the Board of Trustees can bestow emeritus and emerita status. The title is typically conferred during commencement.

#### **B.3.1.e Privileges**

No monetary compensation will be provided for this honor. However, the Professor/Associate Professor Emeritus/Emerita will enjoy the following privileges but not limited to:

- listing in the University's catalog
- invitations to attend departmental faculty meetings as a non-voting member
- invitations to major University events including academic convocations and commencement
- a University identification card
- library privileges
- inclusion on mailing lists and all other official faculty listings
- use of their former departmental office as a mailing address
- use of University e-mail ID and departmental stationery
- access to research funds through the normal faculty research grant competition
- eligibility to serve the University through its various committee structures if invited
- access to all American University of Sharjah recreational facilities to which full-time continuing faculty are entitled
- use of University parking, based on availability of space and payment of any fees
- use of office space and administrative assistant services based on available resources. Requests for space and administrative assistant privileges must be approved by the Dean of the college/school.

### **B.3.2 Dean Emeritus/Emerita**

#### **B.3.2.a Definition**

The honorary title of Dean Emeritus/Emerita is the highest honor that is bestowed by the University upon a retired Dean. It is an award at the discretion of the University, not an entitlement of the individual. The honor is bestowed by the Board of Trustees upon recommendation of the Chancellor in accordance with the provisions described below.

### ***B.3.2.b Eligibility Criteria***

Upon the cessation of his/her regular employment with the University, a Dean is eligible for the honorary title of Dean Emeritus/Emerita if the following eligibility criteria are met:

1. **Rank at the time of retirement:**  
The Dean must hold the rank of Professor at the time of retirement.
2. **Outstanding service to his/her college/school and community:**  
The Dean has made outstanding contributions to the development of his/her college/school in all areas normally expected of Deans, such as accreditation, growth, reputation, funding, and service to constituents.

### ***B.3.2.c Nomination Process***

1. Initial nominations may come from any constituency of the college/school in which the Dean served to the Provost and Chief Academic Officer, provided that the nomination is supported by the signatures of at least 25% of the full-time regular faculty in that college/school.
2. The Provost and Chief Academic Officer and an Honors Review Committee of faculty members from the college/school plus one Dean appointed by the Chancellor in consultation with the Senate will oversee the evaluation process.

### ***B.3.2.d Evaluation Process***

1. The Honors Review Committee evaluates the nomination and makes a recommendation.
2. The Provost and Chief Academic Officer forwards the committee's recommendation to the Chancellor.
3. The Chancellor presents a recommendation to the Board of Trustees for decision.
4. Only the Board of Trustees can bestow emeritus and emerita status.

### ***B.3.2.e Time of Recognition***

Nominations for award of the title Dean Emeritus/Emerita may be considered at any time after the Dean has ceased employment with the University. The title typically is conferred during commencement.

### ***B.3.2.f Privileges of the Dean Emeritus/Emerita***

No monetary compensation will be given for this honor. However, all persons holding the title Dean Emeritus/Emerita will be:

- listed in the University's catalog
  - invited to attend college/school faculty meetings as non-voting members
  - invited to major University events, including academic convocations and commencements
  - provided a University identification card
  - provided library privileges
  - eligible to continue to use University e-mail ID and college/school stationery
  - included on mailing lists and all other official faculty listings
  - entitled to use their former college/school office as a mailing address
  - granted access to all American University of Sharjah recreational facilities to which full-time continuing faculty are entitled
  - entitled to University parking, based on availability of space and payment of any fees
  - eligible to serve the University through its various committee structures if invited
  - granted office space and administrative assistant services based on available resources
- Requests for space and administrative assistant privileges must be approved by the Chancellor.



### **B.3.3 Chancellor Emeritus/Emerita**

#### **B.3.3.a Definition**

The honorary title of Chancellor Emeritus/Emerita is the highest honor that is bestowed by the University upon a retired Chancellor. It is an award at the discretion of the University, not an entitlement of the individual. The honor is bestowed by the Board of Trustees upon the recommendation of the Chancellor in accordance with the procedures described below.

#### **B.3.3.b Eligibility Criteria**

1. Length of service at the American University of Sharjah:  
The retired Chancellor has at least four years of continuous, distinguished service at AUS.
2. Outstanding service to AUS and community:  
The retired Chancellor will have made outstanding contributions to the development of AUS in such areas as accreditation, growth, reputation, and funding.
3. Dedication to serving his/her constituents:  
The retired Chancellor provided excellent service to University constituencies.

#### **B.3.3.c Nomination Process**

1. Initial nominations may come from any constituency of the University to a Board of Trustees member, the President of Faculty Senate, or the incumbent Chancellor. As a part of the nomination, the nominating party should demonstrate substantial support by faculty and staff.
2. The Provost and Chief Academic Officer and the President of the Faculty Senate oversee the evaluation process, including determining support from faculty and staff if not a part of the original nomination.

#### **B.3.3.d Evaluation Process**

1. Nominations and supporting materials are forwarded to the Provost and Chief Academic Officer.
2. The Honors Review Committee evaluates the nomination and makes a recommendation.
3. The Provost and Chief Academic Officer forwards the committee's recommendation to the incumbent Chancellor, who presents the nomination and a recommendation to the Board of Trustees.
4. The title of Chancellor Emeritus/Emerita is bestowed only by the Board of Trustees and conferred by the President of the University.

#### **B.3.3.e Time of Recognition**

Nominations for award of the title Chancellor Emeritus/Emerita may be considered at any time after the Chancellor has ceased employment with the University. The title typically is conferred during commencement.

#### **B.3.3.f Privileges of the Chancellor Emeritus/Emerita**

No monetary compensation will be given for this honor. However, all persons holding the title Chancellor Emeritus/Emerita will be:

- listed in the University's catalog
- invited to major University events, including academic convocations and commencements
- provided library privileges
- provided a University identification card
- included on mailing lists and all other official University listings
- entitled to use of their former office as a mailing address
- entitled to use of University e-mail ID and University stationery
- granted access to all American University of Sharjah recreational facilities to which full-time continuing faculty and staff are entitled



- entitled to University parking, based on availability of space and payment of any fees
- eligible to serve the University through its various committee structures if invited

## **Appendix C: Consulting Policies**

AUS's policy governing faculty consulting within the UAE and GCC defines the parameters and limits of such activities and reasons for those limits.

AUS acknowledges that consulting is a means of continuing education for faculty, provides them with experience in their professional fields, and may give faculty experiences that enhance their scholarship and teaching. The University also recognizes that consulting could re-direct faculty activity away from their primary responsibilities to AUS.

AUS's policy governing faculty consulting in the UAE and GCC has two purposes:

1. to define the extent to which faculty may participate in consulting, and to define the AUS policies and procedures governing that participation
2. to ensure adherence to UAE immigration and labor laws

### **C.1 Specific AUS Policies Governing Faculty Consulting**

1. Only with written approval of the appropriate Dean and Provost and Chief Academic Officer may a faculty member perform consultancy services in the UAE and/or GCC. The administrative approval process generally follows the process stipulated for grant proposals as outlined in The AUS Guide to Research: Policies and Procedures. The AUS Faculty Consulting Review Form describing the routing and review process for faculty consulting can be obtained from the Office of the Chief Research Officer.
2. Consulting is limited to one working day per week during the academic year.
3. The contract/consultancy is payable to American University of Sharjah, which must be stipulated in the contract/consultancy agreement. AUS will, in turn, pay the faculty consultant.
4. A standard contract must be signed between the client and the University that holds the University from any responsibility for the consulting work performed by the faculty. The recommended format for AUS consultancy agreements can be obtained from the Office of the Chief Research Officer.
5. Only the Chancellor of the University, or his/her designee, may sign a consultancy agreement since a faculty consultancy agreement represents a legal and binding contract between AUS and the client, whether the client is private or public, local, national or international.
6. The signed consultancy agreement is distributed internally as follows: the original to the Finance Department, a copy to the Office of the Chief Research Officer, a copy to the Dean's office, and a copy to the faculty member(s).
7. AUS will charge an indirect cost and administrative fee of 27% to the consulting contract using the modified total direct cost scheme as outlined in OMB Circular A-21. Fifty percent of this fee will be banked and re-distributed back to academic units annually as follows:
  - 15 percent to the budget of the college/school
  - 15 percent to the budget of the department
  - 15 percent to the budget of the Office of the Chief Research Officer
  - 5 percent to the budget of the Office of the Provost and Chief Academic Officer
8. Failure to abide by these policies constitutes a violation of the faculty member's employment contract with AUS.

## **C.2 Definition of Consulting for Purpose of this Policy**

Consulting is a professional activity related to a faculty member's field or discipline, where a fee-for-service or equivalent relationship with a third (non-AUS) party exists. (In the GCC and UAE, all endeavors for financial profit, even those not directly related to a person's field or discipline, are also considered consulting and are governed by this consulting policy.)

In general, in a consulting relationship or fee-for-service arrangement, the faculty member is using his or her professional capabilities to further the agenda of a third, non-AUS, party in return for immediate or prospective gain.

Activities or titles that imply managerial or supervisory responsibility are not permitted under conflict of commitment policies and are not allowable as consulting relations.

Titles such as CEO, director, scientific officer, or vice president, etc., are generally assigned with line management responsibilities. Faculty members must avoid titles that include terms such as executive, officer, director, manager, or chief as they imply or indicate management responsibilities and create real or perceived conflicts of commitment.

Appointments to serve on boards of directors of companies, or on companies' advisory councils or scientific advisory boards and the titles that may pertain to these appointments are not considered managerial roles and titles and are permitted as consulting relations.

## **C.3 Activities Not Considered Consulting**

Several types of faculty activity, other than regular AUS activities, are not considered consulting in the GCC or elsewhere, and are not subject to this policy:

- Publication: Scholarly communications in the form of books, movies, television productions, art works, etc., though frequently earning financial profit for a faculty member and for another party (e.g., publisher), are not viewed as consulting.
- Professional Service (professional affiliation): Service on national commissions, governmental agencies and boards, granting agency peer-group review panels on visiting committees or advisory groups to other universities and on analogous bodies are not considered consulting.

The distinction between these activities and consulting is that they are public or University service. Although an honorarium or equivalent sometimes is made to the faculty member, service activities are not undertaken for personal financial gain and do not fall within the consulting category.

## **C.4 Faculty Compensation through External Contracts and Grants**

Faculty can supplement their income through external contracts and grants according to the following policy:

### **C.4.1 Summer Supplemental Income from AUS Administered Grants**

The maximum salaries that faculty may be paid from grant(s) administered over the summer through the University are:

- the lesser of 1/9th of annual base salary per month of full-time commitment to the grant project for a maximum of three months, or the amount allowed by the funding agency
- compensation equivalent to 1/18th of annual base salary per month if the faculty member is teaching one course during the six weeks of a six-week summer session
- no compensation during the six weeks of a six-week summer session if the faculty member is teaching two courses
- no compensation during the three weeks of a three-week summer session if the faculty member is teaching one course

#### **C.4.2 Summer Supplemental Income from AUS Administered Contracts**

The University does not limit the supplemental income a faculty member may receive from contract(s) during the summer, but does place limits on the time a faculty member may devote to contract work, as follows:

- No limitations are applied if the faculty member is not teaching or does not have administrative responsibilities.
- A limitation of 20 hours per work week during a six-week summer session is applied if the faculty member is teaching one course.
- No time may be committed during the work week of a six-week summer session if the faculty member is teaching two courses.
- No time may be committed during the work week of a three-week summer session if the faculty member is teaching a course.

#### **C.4.3 Regular Semester (Fall and Spring) Supplemental Income from AUS Administered Grants**

- Faculty members may not receive supplements to their academic year salaries from grants administered through the University.
- With the approval of the Department Head, Dean, and Provost and Chief Academic Officer, and if allowed by the granting or contracting agency, a faculty member may buy out one or more courses through a grant or contract. In such cases, the University normally will receive reimbursement of salary and benefits equal to the faculty replacement cost to cover the course, up to a maximum of 1/6 of the faculty member's annual salary and benefits per course, assuming a full-time teaching load of six courses.

#### **C.4.4 Regular Semester (Fall and Spring) Supplemental Income from AUS Administered Contracts**

The University does not limit the supplemental income a faculty member may receive from contract(s) during regular semesters, as long as contracts are administered through the University, but it does place limits on the time a faculty may devote to contract work for a maximum of one working day per week when classes are in session.

#### **Responsibilities:**

The Department Head, Dean and Provost and Chief Academic Officer are responsible for approving salary budgets from grants; the Department Head is responsible for monitoring time devoted to consulting activities; and the Office of the Chief Academic Officer, in collaboration with the Finance Department, is responsible for monitoring compliance with approved budgets and this policy.

The determination as to whether an external source of funding administered by the University is a grant or a contract is made by the Provost and Chief Academic Officer.

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## Appendix D: Copyright and Patents Policy

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## **1. Introduction**

This AUS Intellectual Property Policy and Procedures document is prepared to benefit society by encouraging and enabling technology development and transfer. AUS faculty, students and staff are inherently creative, and the university's physical and intellectual resources enhance the creativity of members of that community. This policy reflects, in part, AUS's contribution to that creativity. It encourages creators to innovate by guaranteeing them a share in the benefits resulting from the Intellectual Property that they develop. At the same time, it promotes research and education activities at AUS by allowing the university to retain a share of the benefits flowing from all Intellectual Property developed under its auspices.

There are numerous types of Intellectual Property, and a distinct body of law applies to each one. Intellectual Property encompasses several categories including patents, copyrights, trademarks, trade secrets, mask works and tangible research property. Nevertheless, it is possible that other types of protection and other bodies of law may also fall under the broad heading of Intellectual Property. Intellectual Property rights govern the ownership, licensing, distribution, and commercialization of Intellectual Property.

This document is intended to assist AUS faculty, students and staff in navigating the management of intellectual property. It also describes the rights and responsibilities of faculty, students and staff in all Intellectual Property developments, as well as the rights and responsibilities of AUS itself. Specifically, it describes the university's policies concerning the ownership, licensing, distribution and commercial development of Intellectual Property that creators conceive, invent, develop or use. The policy applies to all Intellectual Property whether it is patentable, copyrightable, subject to trademark registration or is otherwise proprietary to AUS. The Office of Technology Transfer (OTT) manages the university's intellectual property and the commercialization process.

Successful protection of intellectual property and commercialization has valuable benefits for both AUS and the creator in terms of prestige, peer recognition and new funding opportunities, in addition to potential income. Active cooperation between the creator and OTT is essential for the successful protection and commercialization of intellectual property. OTT is committed to guide and assist the creator in this endeavor.

## **2. Terminology and Definitions**

The following is a set of definitions for commonly-used terms in relation to intellectual property matters.

### **Assigned Duty of Employment (or Assigned Duty)**

Duty(ies) or activity(ies), within an employee's Scope of Employment, that an employer assigns to an employee. Such a duty or activity is under the control, direction, specific authorization or supervision of the employer. (See also 'Scope of Employment').

### **Author**

A Creator who contributes to a copyrightable work, as determined under the UAE Copyright Law.

### **Background Technology**

Any proprietary technology, including Tangible Research Property, that the Creator(s) developed prior to or separate and apart from a sponsored research agreement that is patentable, copyrightable, a trade secret, or otherwise protectable, and that is useful or essential in the development or production of research results, research data, records and work product generated in the project or under the sponsored research agreement.

**Commissioned Work**

A work subject to copyright protection that a party specifically commissions anyone not employed by that party (including individual consultants or contractors) to create or produce. Also, a work subject to copyright protection that a party specifically commissions its employees to create or produce outside their regular Scope of Employment.

**Consideration**

Any form of payment, whether cash, Equity or other item or thing of value.

**Consortium Agreement(s)**

Contracts that outline the rights and responsibilities of each member of a research consortium. A research consortium is a group of institutions or companies acting together to investigate an area of common interest. In a typical research consortium agreement, each outside sponsor will contribute a specific amount of funding annually, or at some other designate time interval, to support a research project or program. Consortia typically conduct research in areas of interest to multiple Sponsors that draw together multiple researchers.

**Consulting or Contractor Agreement(s)**

Agreement(s) between a party and independent consultants or contractors defining each party's rights and responsibilities, including equitable payment for the production of a specified work.

**Copyright**

The legal right granted to an author, composer, playwright, publisher or distributor to exclusive publication, production, sale, or distribution of a literary, musical, dramatic or artistic work.

**Course** is a comprehensive set of works that has been developed and combined to substantiate a presentable program of study. Courses often transcend a single faculty member's design, to engage institutional sanction and authority.

**Course Materials** include copyrightable fixed expressions of ideas, resources, content and/or Information-Like Works that may be used as the basis of a Course.

**Courseware** includes works that can act as tools or devices in the task of creating, managing, presenting and/or publishing Course Materials to produce a Course. Courseware may be patentable, non-patentable, copyrightable or otherwise protectable. Courseware ownership shall be in accord with Section 3.1.1 and 3.1.2 of this Policy.

**Creator(s)**

Faculty, students, staff or others who participate in programs, who conceive, create, make or first reduce to practice, in whole or in part, Intellectual Property. In the case of a work of copyright, the author is a Creator whose original ideas become fixed in a tangible medium. An Inventor or Creator is one who founds, creates or originates an Intellectual Property that constitutes an Invention, whether patentable or not. Merely performing work in a manner that does not contribute to the constitution, creation, origination or the founding of the Invention does not meet the definition of a Creator or Inventor.

**Development Expenses**

All monies paid for goods and services to protect, develop, and/or enhance the marketability or any other aspect of an Intellectual Property, including, but not limited to, patent filing fees, protection of patents, marketing expenses, patent maintenance, consulting fees, prosecution expenses, expenses incurred in dealing with Equity, travel, attorneys' fees, and research costs. Salaries and general operating expenses of administrative personnel do not qualify as Development Expenses.

**Device-Like Works**

Are defined as copyrightable software, digital and/or electronic works, that are intended primarily, and are reasonably likely, to accomplish a task or to produce, manage, analyze, or manipulate a product, such as data, text, a physical object, or more software. Such a work acts as a tool or building block in the accomplishment of such a task or in the creation or management of such a product or result.



**Disclosure (or Disclosure Form)**

A form filled out by the Inventors/Creators, describing new work product or invention. The invention Disclosure Form provides the information that is needed to start the evaluation and protection process for Intellectual Property.

**Equity**

Shares of common or preferred stock, warrants, Options, convertible instruments, units of a limited partnership, or any other rights to purchase stock or securities, or any other instrument conveying ownership or economic interest in a corporation, limited partnership, limited liability company or other business entity.

**Exempted Scholarly Works**

Copyrightable works that are academic, artistic, scholarly or pedagogical in nature and constitute the author's original expression of scholarly ideas and/or beliefs. Such works result from independent academic effort, reflect the author's research and/or creativity, and evidence professional advancement or accomplishment within AUS. The scholarly work exemption is an exception to the Work Made for Hire rule that otherwise applies to copyrightable work wherein Intellectual Property rights generated by employees within the scope of employment normally belong to the employer (AUS). In the typical Work Made for Hire situation, employees prepare works under the control and direction of the employer. In the case of works of independent academic effort, however, the designated academic appointee or faculty employee, rather than the institution, determines the subject matter, intellectual approach, direction, and conclusions; and there is a presumption of ownership by the author. Such works may include, but are not limited to, textbooks, course materials, knowledge-like works, scholarly publications, journal articles, research bulletins, monographs, books, plays, poems and works of art. Exempted Scholarly Works shall also include copyrightable works of academic degree effort (e.g., theses and dissertations). Such works reflect the research and/or creativity of the student author who is the presumed owner. However, Exempted Scholarly Works shall not include courseware, device-like works or institutional works and AUS employees who fulfill the support staff role in the development of Exempted Scholarly Works shall be considered to be performing a work made for hire.

**Fair Use**

A legal principle limiting the exclusive rights of copyright holders. In general, the 'Fair Use' of a copyrighted work includes use for purposes such as criticism, comment, news reporting, teaching, scholarship or research.

**Field of Use**

The specified area of technology application as defined in a License or a licensing related transaction for which the Licensee is being granted certain rights.

**Gift(s)**

A voluntary and irrevocable transfer of money, services or property (for example, equipment, Intellectual Property, personnel time and skill, etc.) from a donor without any expectation of or receipt of direct economic or other benefit or provisions of goods or services from the recipient.

**Improvement(s)**

Intellectual Property that was developed while using or practicing an existing Intellectual Property or is directly dependent upon the claims of a basic patent.

**Independent Academic Work(s)**

A copyrightable Knowledge-Like Work developed as a result of independent academic effort that meets the criteria to qualify as an Exempted Scholarly Work.

**Instructional Work(s)**

Comprise materials developed for pedagogical purposes, and includes Course(s), Course Material(s) and Courseware or any combination thereof.

**Intellectual Property**

All products of the mind, including technical innovations, Improvements, discoveries and Inventions whether patentable or not; works of copyright and writings and other information

and/or knowledge in various forms, including computer software, and other forms of technology; Tangible Research Property; trademarks and service marks; and Mask Works.

### **Intellectual Property Infringements**

Infringement is a technical legal term that applies whenever an unauthorized party engages in one or more activities reserved to the owner of an Intellectual Property Right. The range of prohibited activities differs according to the nature of the right. Patent infringement consists of the unauthorized making, using, offering for sale or selling of any Patented Invention, or importing into the UAE any patented Invention or any product manufactured through use of a patented process during the term of the Patent. Copyright infringement includes the unauthorized or unlicensed copying of a work subject to copyright.

### **Intellectual Property License**

A formal legal agreement granting rights to Intellectual Property in exchange for some form of payment or other Consideration. A License may be either exclusive or nonexclusive.

### **Inter-institutional Agreement**

Any agreement between a university and one or more institutional partners to accomplish a particular task that is generally related to research and/or technology transfer. Most such agreements take the form of a collaborative research agreement (where the goal of the agreement is to jointly conduct a research project) or the form of an intellectual property management agreement (where the goal is to protect and commercialize jointly developed Intellectual Property). An Inter-institutional Agreement defines each institution's role and contributions to the task or project and delineates the scope of the project and the rights and obligations of the institutions.

### **Invention**

Any discovery, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.

### **Inventor**

An Inventor is someone who is the first to think of or make something as defined by patent law; it is often considered to be a Creator who materially and/or substantially contributes to the conception of a patentable Invention.

### **Joint Inventors**

A technical term in patent law. If two or more persons contribute to the conception of an Invention jointly, they apply for a patent as Joint Inventors. A person who makes a financial contribution is not a Joint Inventor and cannot be joined in the application as an Inventor.

### **Joint Ownership/Joint Owner(s)**

Ownership in Intellectual Property by more than one party.

### **Joint Work of Copyright (or Joint Work of Authorship)**

Rights of ownership in a Joint Work of Copyright are determined pursuant to the UAE Copyright law.

### **Know How**

Knowledge pertaining to Improvements, discoveries, Intellectual Property, Research Data, instructions, processes, protocols, formulas, information and trade secrets.

### **Knowledge-Like Works**

Comprise copyrightable software, digital and/or electronic works that are intended primarily, and are reasonably likely, to provide knowledge to the user. Such works typically synthesize data and information to create knowledge and are akin to a textbook or electronic book.

### **License**

Permission to do an act which, without permission, would be illegal, a trespass, infringement, tort, or any other private or civil wrong or injury for which a court will provide a remedy in the form of an action for damages. A patent owner grants a patent License to a party to allow the Licensee to make, use, sell, offer to sell, and import a patented Invention for a limited period.

**License Issue Fee**

Consideration paid by a Licensee to the Licensor in the form of an up-front payment.

**Licensee**

The party to whom a Licensor has granted a License or an Option to a License.

**Mask Works**

A series of related images representing a predetermined, three-dimensional pattern of metallic, insulating, or semi-conducting layers of a semiconductor chip product.

**Material Recipient**

An institution, party or individual receiving original Tangible Research Property under the terms of a Material Transfer Agreement (MTA).

**Material Transfer Agreement (MTA)**

A formal contract governing the transfer of one or more materials, such as Tangible Research Property (TRP), from the owner or authorized Licensee to a recipient, usually for research purposes only. MTAs usually prohibit the Material Recipient from using the transferred materials for Commercial Purposes.

**Option**

A binding promise in which the owner of property grants a third party the privilege of buying or licensing the property, usually at a fixed price, within a stated period of time, at the third party's sole discretion.

**Patents and Patent Rights**

A patent is a government grant, issued by a Patent and Trademark Office in a certain country (or a group of countries), giving an Inventor, or his/her assignee, the right to exclude all others from making, using, offering for sale, importing or selling the Invention within the territory(ies) of the issuing country(ies), for a limited period, such as 20 years from the earliest filing date of a patent application. Procedures for filing, requirements for patentability, and term of Patent grant vary considerably from country to country. To be patentable in most countries, an Invention must be new, useful, and non-obvious.

**Principal Investigator**

The individual who assumes primary responsibility for the scientific or technical direction of a project. If the project involves sponsorship from sources external to the university, the Principal Investigator initiates the application for sponsorship and ensures that the project is conducted as described in the application and in compliance with university and sponsor policies.

**Prior Art**

A technical legal term encompasses anything that has ever existed in the universe before the Invention was made. Prior Art can include patents, publications, documents, written articles, devices known, on sale or used by the public, etc.

**Provisional Patent Applications**

A provisional application for Patent is an application filed in certain patent offices for enabling Inventors to establish an early effective filing date in a non-provisional patent application, and allow Inventors to attach the term 'Patent Pending' to their Inventions.

**Research Data**

Recorded information, regardless of form or the media on which it may be recorded, and any other information obtained, developed, conceived or reduced to practice, or derived in the course of or performance of a research program. Research Data includes, but is not limited to, reported results of research and the events and processes leading to those results, as well as information that is generated in or as a result of empirical research activities. A university must retain detailed Research Data for a period of time sufficient to enable appropriate responses to questions about accuracy, authenticity, primacy and compliance with laws and regulations governing the conduct of the research.

**Scope of Employment (or Course of Normal Duties)**

The range of duties or activities a person is hired or expected to perform for an employer. These duties may be listed in a job description, employment contract, an institutional policy or guideline

or may be generally understood expectations of a discipline, field or trade. The duties may or may not be performed during normal business hours or at employer's facilities.

### **Significant Use of AUS Support**

Any use of AUS personnel or facilities that is not exempted by this Policy, including, but not limited to: space, funds, equipment, facilities or services, employee on-the-job time, laboratories, computers, software, paid student time, (e.g. research assistants, teaching assistants, fellows, students who provide services under sponsor agreements that require AUS ownership), attending, participating in or benefiting from a AUS Course, the supervision of a faculty or staff member, confidential information or AUS-owned Intellectual Property (such as TRP), AUS organized software development projects or recordings of presentations of Course Materials.

#### **Exceptions**

- a) AUS does not construe the provision or incidental use of office, faculty and student housing, and incubator or Library facilities as constituting Significant Use of AUS Support.
- b) AUS-supplied internet access, data storage, and office computers are not construed by AUS as Significant Use of AUS Support.

#### **Exemptions**

- a) In accord with academic tradition, AUS does not claim copyright ownership of pedagogical, scholarly, or artistic works such as Course Materials or textbooks that may express the author's scholarly ideas and beliefs derived from independent academic effort.
- b) AUS treats such works as Exempted Scholarly Works that are owned by their authors, unless the work is not an independent academic work but rather an assigned work; commissioned work, Work Made for Hire; a work subject to contractual restrictions; or an institutional work that was developed using Significant Use of AUS Support paid specifically to support the development of the work itself. In the case where the development of a work that is normally considered an exempted work, is pursuant to an agreement with an outside sponsor, the authors can request the rights to the resulting scholarly work. As a condition of such treatment as an Exempted Scholarly Work, AUS retains rights of internal use and distribution for works that an author develops either in the course of normal duties or with Significant Use of AUS Support. In such cases, the author is deemed to have granted to AUS a free, irrevocable, and permanent world-wide non-exclusive, royalty-free license to use, reproduce, adapt, exhibit, display, distribute, and use in compilations all such Exempted Scholarly Works for internal use and distribution, and all derivatives thereof for educational, research and/or academic purposes, including Course offerings via distance delivery.

### **Tangible Research Property (TRP)**

Those research results that are in a tangible form, as distinct from intangible property. Examples of Tangible Research Property may include, but are not limited to, integrated circuit chips, computer software, biological materials, engineering prototypes, engineering drawings, and other property, which can be physically distributed. Tangible Research Property may often have associated intangible property rights.

### **Trade and Service Marks**

A word, name, symbol, or device (or any combination thereof) that an organization adopts to identify its goods or services and distinguish them from the goods and services of others.

### **Work Made for Hire**

- **Employees:** A 'Work Made for Hire' is a work product subject to copyright protection that is created within the author's Scope of Employment. Copyright of the work product in these situations belongs to the employer.
- **Non-Employees or Employees Outside Scope of Employment:** An author, and not the commissioning party, owns the copyright to Commissioned Works unless there is a written agreement to the contrary.

### **3. AUS Intellectual Property Policy**

This Policy describes the rights and responsibilities of all the members of the AUS community in all Intellectual Property developments, as well as the rights and responsibilities of AUS itself. Specifically, it describes the university's policies concerning the ownership, licensing, distribution, and commercial development of Intellectual Property that creators conceive, invent, develop, or use. The policy applies to all Intellectual Property, whether it is patentable, copyrightable, subject to trademark registration or is otherwise proprietary to AUS.

#### **3.1 Ownership of Intellectual Property**

##### **3.1.1 Creator-Owned Intellectual Property**

Creators retain full ownership rights to Intellectual Property provided that the following three conditions are met:

- (a) Intellectual Property is not subject to a sponsored research or other agreement requiring ownership to reside in some other party including AUS; and
- (b) Intellectual Property was not conceived, created, developed, or first reduced to practice with Significant Use of AUS Support; and
- (c) Intellectual Property was not conceived, created, developed or first reduced to practice as a direct result of his/her duties at AUS.

Creators may choose to use creator-owned Intellectual Property in their research work at AUS. A creator who chooses to do so, however, must grant AUS a free, permanent, irrevocable license for use of that Intellectual Property for AUS's educational and research activities. The creator's discretionary decision to use creator-owned Intellectual Property in an AUS project therefore immediately grants AUS such a license, even in the absence of a formal written agreement.

##### **3.1.2 AUS-Owned Intellectual Property**

AUS retains full ownership rights to:

- (a) Intellectual Property subject to the terms of a sponsored research or other agreement that grants AUS rights of ownership; or
- (b) Intellectual Property whose conception, creation, development or first reduction to practice involved Significant Use of AUS Support; or
- (c) Intellectual Property that was conceived, created, developed or first reduced to practice as a direct result of university duties; or
- (d) Copyrighted material created as a 'work made for hire' by operation of copyright law or pursuant to a written agreement with AUS transferring copyright to AUS; or
- (e) Trade or service marks relating to Intellectual Property or to goods, services, programs, or Intellectual Property that AUS owns or provides.

##### **3.1.3 Ownership of Instructional Works**

For the purposes of this policy, the term Instructional Works covers all materials developed for pedagogical purposes, including Course Materials, Courses, Courseware or any combination thereof, as defined in Section 2.

AUS owns all Courses developed for teaching at AUS. The University retains the right to use Course Materials developed at AUS for teaching purposes only. The use within a Course of Course Materials or other Exempted Scholarly Works, standing alone, shall not deprive creators of their ownership of such materials.

In keeping with academic tradition and without regard to the medium of expression, AUS treats Course Materials as Exempted Scholarly Works, which are presumed to be owned by the author.

As such, unless the work is subject to contractual restrictions or is a 'Work Made for Hire,' AUS does not claim copyright ownership of Course Materials.

AUS personnel may produce Instructional Works under several different sets of conditions that will affect ownership and rights. As such, AUS requires that the relevant parties establish written agreements amongst themselves in all cases involving a Work for Hire, an assigned duty, a sponsored work or works involving potential or actual joint ownership.

#### **3.1.4 Ownership of Textbooks, Theses, and Other Exempted Scholarly Works**

In keeping with longstanding academic tradition, AUS will grant to the creator all of the rights in such scholarly or artistic works which copyright law would otherwise give AUS unless a written agreement provides otherwise. The ownership of other Intellectual Property disclosed in theses remains subject to the terms expressed in Sections 3.1.1 and 3.1.2 above. For more details, see the definition of Exempted Scholarly Works in Section 2.

#### **3.1.5 Ownership of Intellectual Property Financed by Outside Sponsors**

AUS will retain title to all AUS-Owned Intellectual Property (see Section 3.1.2) including, but not limited to, that which is conceived, created, developed or first reduced to practice in the course of AUS research or other sponsored activities funded by third parties, including private persons, businesses, not-for-profit entities, and state, local, or governmental agencies unless there is a written agreement between AUS and the Creator to the contrary.

#### **3.1.6 Intellectual Property and Conflicts of Interest**

AUS personnel engaged in consulting work with third parties are responsible for ensuring that their consulting agreements do not conflict with AUS's Intellectual Property policies. These individuals should consult and must comply with the AUS *Conflicts of Interest* policy. AUS personnel undertaking consulting that involves the commercialization of AUS Intellectual Property must submit a *Conflict of Interest Disclosure Statement*.

#### **3.1.7 Ownership, Control, and Transfer of Tangible Research Property (TRP)**

AUS shall own any and all Tangible Research Property (TRP) that a creator conceives, creates, makes, develops or first reduces to practice, in whole or in part, during or pursuant to his or her employment, participation in AUS programs, or Significant Use of AUS Support. Creators must coordinate the distribution of all AUS TRP with the Office of Research Administration and Finance (RAF). All distributions of TRP for research purposes are subject to RAF approval. A material transfer agreement (MTA) is required prior to any such distribution.

### **3.2 Intellectual Property Reporting, Evaluation, Protection and Commercialization**

#### **3.2.1 Disclosures**

At the time of hire at AUS, faculty members must disclose all Intellectual Property that has been licensed, commercialized, or is under consideration for a patent or commercialization by another entity. Creators need to make a careful evaluation of Intellectual Property that he or she has created at AUS in order to determine whether or not that Intellectual Property has any possible commercial or other value. If it does, for the protection of the interests of the creator and AUS, every creator is obligated to disclose all Intellectual Property that he or she has created at AUS. AUS's Office of Technology Transfer (OTT) is the primary contact for the creator with regard to their disclosure of Intellectual Property. OTT must ensure that confidentiality is maintained. The OTT is responsible for protecting, marketing, negotiating and licensing AUS Intellectual Property. The creator must submit a complete disclosure form to the OTT before notifying outside parties, including sponsors. The OTT will then determine whether the technology is ripe for commercialization and/or protection. The decision to protect, develop, market and/or commercialize any AUS Intellectual Property is at AUS's sole discretion. The OTT will provide a timely response to creators and may employ outside evaluators and other

consultants to review the disclosure, as well as to assist in the licensing, commercialization and protection of the Intellectual Property. The OTT will also monitor the progress of the commercialization effort and distribute any resulting Intellectual Property revenue in accordance with Section 3.3.1 of this Policy. All departing Creators will also be asked by AUS's Department of Human Resources as part of the normal exit interview process to disclose any Intellectual Property not previously disclosed.

### **3.2.2 Commercialization of Creator-Owned Intellectual Property**

Creators may request that AUS pursue the commercial development of Intellectual Property owned by the creator. The OTT will evaluate the commercial potential of any Intellectual Property and determine whether or not AUS will accept it for licensing. If AUS has determined to pursue commercialization, the creator will be required to assign their ownership of the Intellectual Property to AUS. The terms of such assignment will be negotiated between AUS and the creator.

### **3.2.3 Transfer of AUS Intellectual Property to Creators**

If AUS chooses to waive its rights in disclosed Intellectual Property, and to grant those rights to the creator, the creator may protect the Intellectual Property as he, she, or they may wish. If external funds supported the work leading to the Intellectual Property, this waiver is subject to any provisions in the sponsoring agreement.

## **3.3 Intellectual Property Revenue**

### **3.3.1 Distribution of Income from Intellectual Property**

The OTT will calculate and distribute the Net Adjusted Income from each Intellectual Property license or licensing related transaction, according to the following:

- (a) Net Adjusted Income = gross revenue, minus current and reasonable projected expenses that AUS deems necessary to defend or maintain the Intellectual Property.
- (b) Creator's Share = 50% of the Net Adjusted Income.
- (c) Unit Share to the creator(s) respective college/school = 15% of the Net Adjusted Income.
- (d) University Share = 35% of the Net Adjusted Income.

### **3.3.2 Distribution of Net Equity Income Received From Intellectual Property**

AUS may elect to accept equity in lieu of cash payments, licensing fees, royalties, or other consideration. The decision whether to accept equity and, if so, precisely when to liquidate such equity, is at the sole discretion of AUS. When liquidating or otherwise disposing of any equity interests, AUS may incur the payment of commissions, other fees or charges and other expenses. All such expenses are considered development expenses in determining the Net Equity Income that is to be distributed according to Section 3.3.1 as Net Adjusted Income.

### **3.3.3 Revenue from Instructional Works**

Creators involved in the development of Instructional Works will share, when appropriate, in Intellectual Property revenue generated from external use and distribution via licensing, assignment, licensing related transactions of such materials, as further set forth in Section 3.3.1. Distribution of Net Adjusted Income will occur on a semi-annual basis.

## **3.4 Faculty, Student, Staff and Visitor Obligations with Respect to Intellectual Property**

### **3.4.1 Introduction**

Many AUS faculty, students, and staff members participate in the creation of Intellectual Property. Anyone positioned to participate in this process must sign the AUS Intellectual

Property agreement or other relevant documents in accord with this policy. This requirement extends to all who:

- (a) Are students or employees of AUS regardless of payroll classification (e.g., faculty, student, administrative staff, etc.); or
- (b) Make Significant Use of AUS Support; or
- (c) Receive support through AUS from externally or internally sponsored projects; or
- (d) Otherwise may be in a position to make, conceive, develop or reduce to practice inventions or otherwise develop Intellectual Property under externally or internally sponsored and/or gift-supported AUS projects, whether or not salary or other support is received from such projects. This requirement specifically extends not only to AUS employees and students, but also to visiting scientists, fellows, and project participants or others who may participate in research programs or sponsored projects at AUS.

### **3.4.2 Policy Implementation**

- (a) This Policy, as currently set forth, and as it may change from time to time, constitutes an understanding that is binding on AUS, creators, and AUS faculty, staff, and students. It is also binding on any participants in AUS projects or programs as a condition of their participating in AUS projects or research programs or their Significant Use of AUS Support.
- (b) AUS may, at its sole discretion, require a formal written Intellectual Property agreement or other relevant documents to facilitate implementation of the Policy as appropriate. The absence of such executed agreements shall not invalidate the applicability or enforceability of this Policy as it currently exists and as it may from time to time be amended. This Policy shall take effect immediately upon adoption by the Chancellor of AUS. Amendments will become effective in a similar manner.
- (c) Due to their central role in the creation of Intellectual Property, principal investigators are responsible for ensuring that faculty, students, staff, visitors, and any other project participants, who may be, or who are involved with sponsored projects administered by AUS, comply with this Intellectual Property Policy and sign the appropriate documents. Failure to execute any such agreement, acknowledgement or other related document shall not release any party from any obligation to conform to or be bound by any of AUS's policies, including this Intellectual Property Policy. AUS will provide assistance to principal investigators with this process. The Office of the Chancellor or its designee is the final arbiter at AUS of any disputed issues or questions of interpretation relating to this Policy.
- (d) With respect to Intellectual Property developed during the course of employment at AUS, this Policy shall continue to bind any person whose relationship with AUS becomes terminated.

## **4 AUS Intellectual Property Procedures**

### **4.1 Summary: Steps in the Management of Intellectual Property and Commercialization Processes**

- a) Discovery and Disclosure
  - i. An AUS creator conceives an invention, copyrightable work or other item of intellectual property.
  - ii. The invention or copyright disclosure is filed with the OTT.
  - iii. Discussions are held with the creator(s).
  - iv. The OTT evaluates the disclosure and any pertinent history, if any, regarding the sponsored research funding for the creation of the intellectual property.
  - v. Intellectual property protection is initiated, if appropriate.



- b) Licensing
  - i. A marketing plan is conceived by the licensing associate in consultation with the creator.
  - ii. The OTT and the creator collaborate to execute the marketing plan.
  - iii. Prospective licensees are identified.
  - iv. Licensing negotiations occur in consultation with the creator.
  - v. A license agreement is executed.
- c) Royalty Distribution
  - i. When licensing income is derived, it is distributed in accordance with university policy.

## **4.2 Discovery, Disclosure and the Evaluation Process**

### **4.2.1 Discovery**

AUS researchers continually create materials, technologies or processes with significant commercial potential. Protecting the intellectual property behind these innovations and introducing them to the marketplace requires a significant investment of time and resources by all parties. The OTT coordinates the efforts of the creator, patent attorneys and commercial partners throughout the protection and commercialization process.

AUS should consider the commercialization potential of their intellectual property early in the discovery process. It is often useful for the researcher to engage in informal discussions about the innovation with a licensing associate prior to disclosure. This communication keeps abreast of research developments, and may provide the researcher with information about commercial opportunities and potential collaborations with other researchers on campus. Most licensing contacts come directly from the professional network cultivated by the creator. The OTT can also provide the researcher with advice on the licensing process along with the details on the various steps involved in the process of commercialization.

During the discovery period, the researcher should keep detailed records of the development of the invention. In many patent laws, only the inventor(s) who can prove they are the first to invent are granted a patent; therefore it is important that bound laboratory notebooks be carefully maintained with dated, signed, and witnessed entries.

### **4.2.2 Disclosure**

To disclose intellectual property to the OTT, a creator should complete and submit an invention or copyright disclosure form to the OTT. This should be done as soon as the concept of the invention has been practically or theoretically reduced to practice; and in the case of a copyrightable work, that work has been fixed in a tangible medium of expression. Forms for an invention or copyright disclosure are available on the OTT website.

Once the invention or copyright disclosure has been filed with OTT, it is OTT's responsibility to comply with applicable requirements to disclose to a sponsor under the terms of a sponsored research agreement. The creator needs to provide OTT with identifying information regarding the sponsored research project at the time the invention or copyright disclosure is initially filed with OTT, including the sponsored research agreement, so as to enable OTT to comply with these requirements. Creators affiliated with other institutions or employers may also need to consider other disclosure requirements that may be applicable to them under the terms of an agreement with, or policies of, these organizations.

Upon receipt of the disclosure by OTT, it is assigned a case number, is delegated to the appropriate licensing associate, and the creator is notified of the case number and the responsible licensing associate.

AUS creator(s) are obligated to disclose new intellectual property to OTT prior to publishing any information related to their intellectual property, or offering it for sale, or otherwise publicly disclosing it. Should any of these events occur without such protection, almost all intellectual property rights in most countries are lost. Nonetheless, it may still be possible that protection is obtained in certain countries (e.g. US) if OTT completes a patent application or a provisional patent application within a certain time from the date of any of these events.

#### **4.2.3 Evaluation Process**

Working closely with the creator, the OTT performs a technical and commercial evaluation of the intellectual property. Such evaluations generally include patent and literature searches and may also include confidential discussions with internal and external experts. The decision to pursue a full patent filing is based upon the following three factors:

- Scientific and technical merit of the intellectual property
- Patentability and ability to enforce the patent
- Marketability and commercial potential of the intellectual property

The evaluation begins with a meeting between the creator and the OTT licensing associate. Through the meeting the associate gains a greater understanding of the technical merits of the intellectual property. Initial market research begins during this period as well as discussion about the potential for commercial application. The full evaluation and decision to pursue a full patent filing takes no longer than four months to complete.

After completing its evaluation, the OTT informs the creator that it has reached one of the following decisions. AUS will either:

- Protect the technology in an appropriate form of intellectual property and pursue efforts to distribute, to license, or otherwise commercialize it; or
- Notify the creator(s) that it will not pursue patent filing and may, under certain circumstances, consider a transfer of the intellectual property to the creator(s), if AUS is able to do so.

### **4.3 Steps in the Licensing Process and Agreement Options**

When conducting licensing negotiations pursuant to a sponsored research agreement, OTT will conduct such negotiations so as to continually build upon the levels of trust that has been developed between the PI on the sponsored research agreement and the sponsoring agency, company or other party.

In the case of jointly-owned IP with the sponsoring agency or company, the OTT will explore exclusive licensing with the agency or company for the AUS portion of the IP, and will also work with the agency or company in a cooperative manner to license the jointly-owned IP to a third party.

Focused marketing determines the appropriate commercialization strategy for innovations or groups of innovations, and finds the best fit among potential licensees. Working with the inventor, the OTT is responsible for leading this focused marketing effort. The goals of OTT marketing and licensing are to maximize the benefits of the relationship to all parties, and to get the innovation to market as quickly as possible.

During this stage, the OTT works closely with the creator to define the various commercial applications and potential licensees. Specific marketing actions taken by OTT may include the bundling of complementary intellectual property, the pursuit of the leads that the creator provides or the leads the OTT obtains from other sources such as through their attendance at

exhibitions, conferences and trade shows, direct mail marketing as well as a listing of the technology on the OTT website.

There are several options for licensing and commercialization and the appropriate one chosen depends upon marketplace conditions, the attributes of the technology, the expertise of potential entrepreneurs, as well as, the availability of marketing funds. Some technologies are licensed to new ventures and may be incubated at AUS's Incubator Center or the RTI Park. Most technologies are commercialized via a license with an existing company. Terms of licensing agreements vary, but may include up-front and annual licensing fees, the reimbursement of patent expenses, the provision of equity in the licensee, and royalties on the sale of product by the licensee.

Potential licensees who are considering obtaining a license to an AUS technology are invited to contact the licensing associate assigned by the OTT to the particular technology. OTT's licensing associate will aid the interested party in determining which technologies from AUS's portfolio best fits the company's commercial needs.

#### 4.3.1 Steps for Licensing

1. An interested party may search AUS's portfolio of available technologies or contact the OTT licensing associate.
2. The licensing associate provides non-confidential information about the intellectual property. Confidential information can be provided to the interested party under a non-disclosure agreement.
3. The creator provides further details and explanations of the technology and presents further information he or she has available that demonstrates the performance or usefulness of the technology.
4. If the parties decide to proceed, the licensing associate negotiates an agreement that fits the needs of the licensee and those of AUS and the creator.

#### 4.3.2 Some Agreement Options

1. **Exclusive License** - An agreement between a licensee and the university, in which the company obtains sole rights to use the intellectual property. AUS will retain rights to use any Intellectual Property exclusively licensed for research and education. This type of agreement is sometimes limited to a defined period of time and for a specific field of use.
2. **Non-exclusive License** - An agreement between a licensee and the university in which the company obtains non-exclusive rights to use the intellectual property. As with an exclusive license, a non-exclusive license may be limited to a defined period of time and field of use. The field of use may be broadly defined for use in a particular industry, or narrowly defined for use in a single product. Multiple companies may negotiate simultaneous non-exclusive licenses with the university to obtain rights to the same intellectual property.
3. **Software License** - An agreement between a licensee and the university in which the licensee is receiving non-exclusive licensing rights to a software product developed at the university on an as-is basis.
4. **New Venture License** - An agreement between a start-up company and the university in which a percentage of equity ownership in the new company is negotiated in exchange for licensing rights to the intellectual property.
5. **Exclusive Option** - A limited license agreement between a company and the university in which the company receives the option to negotiate an exclusive or non-exclusive license to the intellectual property after a specified evaluation period and for a specific field of use.
6. **Inter-institutional Agreement** - An agreement between institutions that defines

the management and ownership of intellectual property resulting from collaborative research.

The receipt of equity in the form of corporate stock, warrants, etc., may occur within any of the above agreement options. The decision to accept Equity is made at AUS's sole discretion.

#### **4.3.3 Transfer Provisions for License or Assignment**

The following provisions apply to licenses or assignments:

##### **a) Research and Reversionary Interests**

Occasionally, AUS may elect to grant a license or to assign its ownership in an intellectual property to the creators who wish to protect, market and commercialize it on their own without the involvement of the university.

An arrangement between the creator(s) and AUS for a license or to an assignment may include provisions granting AUS a fully paid-up, permanent, world-wide, non-exclusive license to use the intellectual property, for internal use and distribution, and for educational, research and/or academic purposes.

If governmental funding supported the research work, AUS cannot transfer the ownership to the creator(s). In such cases, the creator petitions the governmental funding agency for a license or an assignment to the intellectual property.

##### **b) Improvement Rights**

Nothing within these OTT Procedures should be understood to grant to the creator any rights to improvements to the transferred intellectual property that were made through the significant use of AUS support. As such, any improvements made by the creator(s) under such a license or assignment shall be subject to these Procedures. If such improvements are made with Significant Use of AUS Support, creator(s) are obligated to fully disclose them to the OTT and assign the improvements on the licensed or assigned intellectual property at the time those improvements are made.

##### **c) Undivided Rights**

In the case of transfer by assignment, if AUS elects to assign intellectual property attributable to more than one creator, each creator must provide his/her written consent to the transfer.

##### **d) Conflict of Interest and/or Commitment**

AUS creator(s) are responsible for ensuring that any obligations or duties created under or by their commercialization activities for Intellectual Property transferred hereunder do not conflict with their obligations or duties to AUS. Where it appears that a conflict of interest and/or commitment is likely to arise, AUS may refuse to transfer the Intellectual Property.

#### **4.4 Revenue Distribution**

##### **4.4.1 Procedure**

The OTT calculates and distributes the Net Adjusted Income from each Intellectual Property license or licensing related transaction, according to the following formula established by the AUS Intellectual Property Policy:

- a) Net Adjusted Income = gross revenue, minus current and reasonable projected expenses that AUS deems necessary to defend or maintain the Intellectual Property.
- b) Creator's Share = 50% of the Net Adjusted Income.
- c) Unit Share to the creator(s) Unit = 15% of the Net Adjusted Income. (For the purposes of these Procedures, the term 'Unit' means a college or school).

- d) University Share = 35% of the Net Adjusted Income.

Distribution of Net Adjusted Revenue Income occurs on a semi-annual basis.

#### **4.4.2 Creator(s) Share of Revenue from Intellectual Property**

In the event that there are multiple creators of an intellectual property, the creator(s) Share will be divided equally among all creators unless all creator(s) agree to and request a different allocation in writing. Creators must disclose all students and/or colleagues who participated in the creation of the intellectual property to AUS.

In order to assure that a creator continues to receive disbursements that he or she is entitled to under these Procedures after their affiliation with AUS ends, it is important that he or she completes the Intellectual Property closing procedure, administered by the OTT and AUS Human Resources Department. Under this Procedure, the creator must identify any previously disclosed or undisclosed intellectual property that is not expressly exempted from the terms of the AUS Intellectual Property Policy.

#### **4.4.3 Unit Share of Revenue From Intellectual Property**

The OTT distributes the Unit Share using the guidelines set forth below.

- a) **Creator(s) with a Sole Unit:** The creator(s) corresponding Unit Net Income Share from Intellectual Property shall be distributed to the Unit(s) to which they are assigned at the time of their contribution to the Intellectual Property. In the event that the creator is not associated with a Unit, the Unit Net Income Share shall be added to the university Share.
- b) **Creator(s) with Multiple Units:** Where a creator is affiliated with multiple Units, his or her corresponding Unit share of Net Adjusted Income(s) from Intellectual Property shall be divided among the Units in accordance with the percentage of creative contribution attributed to the Unit as designated by the creator(s).
- c) **Multiple Creator(s) with Multiple Units:** If creators from different Units create an intellectual property the Unit Net Adjusted Income from intellectual property shall be divided in the same proportion as the creator Shares are divided among the creators.

#### **4.4.4 Infringement Revenue**

AUS distributes revenue resulting from a judicial judgment or settlement of an infringement, less appropriate expenses, in accord with the intellectual property revenue distribution provisions of AUS's Intellectual Property Policy, unless otherwise provided for by written agreement with AUS.

#### **4.4.5 Revenue – Special Cases**

In some cases, distribution of revenue to individuals is impractical, inappropriate or unclear. The OTT, in consultation with the Principal Investigator (or Dean) reviews the circumstances that led to such a situation. If the creator's share is not allocated to individuals, AUS may allocate it to a research or educational account in the college/school where the intellectual property was developed.

#### **4.4.6 Distribution of Net Equity Income Received from Intellectual Property**

The decision to accept equity is made at AUS's sole discretion, and does not oblige AUS to disburse equity to the creator(s) or the creator(s)' Unit(s) until the equity is liquidated. AUS also retains sole discretion to decide when to liquidate this equity. While AUS holds this equity share, AUS will own and exercise all rights of ownership, including the right to vote.

#### **4.5 Appeal Process**

Any disagreement arising from the outcome of these Procedures that is not resolved after an attempt at resolution through the OTT will be referred to the Appeal Process. OTT will solicit the opinions of all stakeholders and refer these positions to appeal with the pertinent supporting documentation. The appeal will then promptly be heard and determined by an Appeals Committee comprised of the Provost and Chief Academic Officer, the Faculty Senate President and the General Counsel of AUS.

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## **Appendix E: Sabbatical Leave Application Procedures**

Applicants for sabbatical leave must submit a Sabbatical Leave Application Form (SLAF) obtainable from the Deans and Department Heads. The completed form should be accompanied by:

- an outline of the proposed program of work
- an explanation of how the leave would contribute to the individual's professional growth and development
- an explanation of how the grant of the sabbatical leave will benefit the University
- a work plan including dates of major activities
- a summary of expected outcomes of the sabbatical activities
- a current curriculum vitae for the applicant
- other materials which the applicant deems to be of assistance in judging the merits of the application

The following procedures for consideration of completed applications will be followed:

1. Faculty members must submit applications to the Department Head by **October 1** for leaves during the subsequent academic year.
2. Department Heads shall forward applications, along with their recommendations and comments, to the Deans of the respective units no later than **October 15**, indicating how the leave might affect the functions of the department. In cases where there is more than one applicant from an academic unit, Department Heads should rank the applications and provide appropriate rationale.
3. Deans shall forward applications from their unit, along with their recommendations and comments, to the Office of the Provost and Chief Academic Officer by **November 1**. In any instance in which the Dean's recommendations do not follow rankings assigned to the applications from a unit by the Department Head, the Dean shall include an explanation in his/her recommendation. The Office of the Provost and Chief Academic Officer shall immediately inform the University Sabbatical Leave Committee (USLC) of the availability of the proposals for its review and evaluation.
4. The USLC shall give careful consideration to the proposals, rank them according to their respective merits, and forward them to the Provost and Chief Academic Officer by **December 1**. In any instance in which the USLC recommendations do not follow the rankings assigned to the applications from a college/school by the Dean of the college/school, the USLC shall include an explanation in its recommendations.
5. The Provost and Chief Academic Officer shall review the applications, recommendations, comments and the ranking assigned to the applications by the USLC. The Provost and Chief Academic Officer shall forward recommendations to the Chancellor by **January 15**, taking into account the availability of funds to support the sabbatical leaves and any special difficulties for academic units and units which might be created by the award of recommended applications. In any instance in which the Provost and Chief Academic Officer's recommendations do not follow the rankings assigned to the applications by the USLC, the Provost and Chief Academic Officer shall include an explanation in his/her recommendations.
6. The Chancellor shall inform the applicants of the disposition of the application as soon as possible after receipt of the recommendation but no later than **January 31**.