

# FACULTY CONTRACTS

1. Full-time faculty with rank at the assistant professor level or above and who have successfully completed two years of full-time teaching at Bay Path University, as determined by the University, and upon the recommendation of their dean will be eligible for a three-year contract beginning in the third year of full-time employment.
2. At the end of the second year of full-time employment, eligible faculty will receive a "bridge contract" no later than April 30 for their third year. Assuming continued eligibility as described in #1 above, the faculty member will receive a three-year contract no later than December 1 of the following year, thus integrating them into the three-year contract process and timeline.
3. Once on a three-year contract, faculty will complete and submit the Annual Faculty Performance Appraisal (AFPA) according to the timeline noted below. In the event of performance concerns, as determined by the University, the dean in consultation with the Vice President of Academic Affairs may move a faculty member from the three-year cycle to an annual contract effective with the next academic year. In such cases, the faculty member will be placed on a performance plan to be monitored by the faculty member's dean. The dean may recommend a return to the three-year contract at any time upon improved performance, as determined by the University. The dean may also recommend disciplinary action at any time, up to and including termination, should the University determine that performance issues have continued.
4. Full-time faculty with rank of instructor, faculty who carry the designation of visiting professor or professor of practice and full-time administrators with faculty rank or status are not eligible for the three-year contract.
5. In the event that a full-time faculty member holds an academic administrative assignment including but not limited to department chair, assistant chair, program director, program coordinator, program supervisor, the University reserves the right to modify the contract terms pertaining to the administrative assignment differently from the remainder of the contract.

## Contract Termination or Modification

As a result of events and circumstances such as a pandemic, that materially and adversely affect, or may materially and adversely affect, the University's operations and business needs, as determined by the University, the Institution reserves the right to modify or terminate one or more existing faculty contracts. In any such instances, the University is committed to making an effort to appropriately reassign affected faculty. In such cases, consideration will first be given to possibilities for contract revision or faculty reassignment, the terms of which will not be negotiable. In cases of contract termination for reasons beyond the faculty member's control, as determined by the University, the University will provide affected faculty who hold three-year contracts at least one year of continued employment beyond the year in which the termination notice is given or payment in lieu thereof. In such instances, the University shall have the discretion, at its option, and at any time, to pay the faculty member all the remaining compensation he or she would have earned through the end of the additional year in a lump sum, less applicable deductions and withholdings, and to end the faculty member's employment with the University on a date determined by it. The University reserves the right to end the appointment immediately if the person engages in any malfeasance or misfeasance, or any improper or illegal conduct as defined by law and/or the Bay Path University Faculty Handbook or Operations Manual (<https://one.baypath.edu/pages/operations-manual/>),

with the person being paid through their last day of providing services to Bay Path, all as determined by the University.

## Faculty Contract and Evaluation Process and Timeline

### **Full-time Faculty at Assistant Professor Rank or Above, in Good Standing and Currently on Three-Year Contracts**

Faculty submits Annual Faculty Performance Appraisal (AFPA) to Dean by April 30 of the current academic year.

Dean reviews and responds to AFPA and meets with faculty to discuss no later than June 1 of the current academic year.

Dean submits continuing contract recommendation to the Vice President of Academic Affairs no later than July 1 of the current academic year with four possible options:

1. Continue faculty on current three-year contract with no change to contract status.
2. In case of performance issues, as determined by the University, the Dean may migrate faculty to an annual contract, effective July 1. This option will require a performance plan and regular monitoring by Dean.\*
  - Note: In the case of a faculty member who has been migrated to an annual contract and is on a performance plan, a new contract may be issued, and the faculty member's contract and evaluation process and timeline will follow what is outlined below for faculty on performance plans. The Dean may recommend a migration back to a three-year contract at any time, contingent upon documented improved performance. In such a case, a new contract is issued, and the faculty returns to the three-year contract and evaluation timeline.
3. In case of performance issues, as determined by the University, Dean may choose to recommend faculty to remain on a three-year contract but with a required performance plan and regular monitoring by Dean.\*
  - Note: At the end of the second consecutive year on a three-year contract, this cycle repeats with the recommendation for a three-year contract to be made by the Dean by July 1 and the three-year contract to be issued by December 1.
4. In case of performance issues, as determined by the University, the Dean may impose disciplinary action, up to and including termination.\*
  - Note: Such discipline may be imposed at any time depending on the nature and severity of the performance issues, as determined by the University.

In the event that a faculty member on a three-year contract and in good standing is not re-appointed for reasons beyond the faculty member's control, as determined by the University, a letter of notification will be sent no later than April 30 to take effect at the end of the following academic year. In cases of contract termination for reasons beyond a faculty member's control, as determined by the University, the University will provide affected faculty who hold three-year contracts at least one year of continued employment beyond the year in which the termination notice is given or payment in lieu thereof. The University shall have the discretion, at its option, to pay the non-reappointed faculty all of the remaining compensation that would have been earned through the end of the terminal contract year, less applicable deductions and withholdings, and to end the faculty's employment with the University on a date determined by it.

### **Full-Time Faculty at Assistant Professor Rank or Above, in Good Standing and Currently in First Year on Annual Contract**

Faculty submits Annual Faculty Performance Appraisal (AFPA) to Dean by March 1 of the current academic year.

Dean reviews and responds to AFPA and meets with faculty to discuss no later than April 1 of the current academic year.

Dean submits recommendation to the Vice President of Academic Affairs no later than April 15 of the current academic year with three possible options:

1. Reappoint faculty for a second year. A contract letter will be issued no later than April 30 of the current academic year for the following academic year.
2. In case of performance issues, as determined by the University, Dean may recommend not reappointing the faculty for the next academic year. If not reappointed, a letter of notification will be sent no later than April 30 of the current academic year to take effect at the end of the current academic year.
3. In case of performance issues, as determined by the University, Dean may also choose to recommend faculty be reappointed for a second year while remaining on an annual contract and placed on a required performance plan with regular monitoring by Dean.\*

In the event that a faculty member on an annual contract and in good standing is not re-appointed for the following year a letter of notification will be sent no later than April 30 of the current academic year to take effect at the end of the current academic year.

### **Full-Time Faculty at Assistant Professor Rank or Above, in Good Standing and Currently in Second Consecutive Year on Annual Contract**

Faculty submits Annual Faculty Performance Appraisal (AFPA) to Dean by March 1 of the current academic year.

Dean reviews and responds to AFPA and meets with faculty to discuss no later than April 1 of the current academic year

Dean submits recommendation to the Vice President of Academic Affairs no later than April 15 of the current academic year with four possible options:

1. Recommend faculty who are in good standing, as determined by the University, for migration to a three-year contract. In this instance, a 'bridge contract' for the following academic year will be issued no later than April 30 of the current academic year. A three-year contract will then be issued no later than December 1 of the current academic year for the three-year period after the following academic year. At this point, the faculty then follows the process and timeline for three-year contracted faculty.
2. The Dean also has the discretion to retain a faculty who is in good standing, as determined by the University, on an annual contract. This option may be exercised for reasons such as when program enrollments are fluid or there is uncertainty about future staffing or organizational changes that might affect staffing or when the Dean, in consultation with the Vice President of Academic Affairs, determine it is in the best interest of the University to not migrate a faculty member to a three-year contract. In this instance, the faculty member will follow the contract and evaluation process and timeline

for faculty who are in the first year of the annual contract as outlined above.

3. In case of performance issues, as determined by the University, the Dean may recommend not reappointing the faculty for the next academic year. If not reappointed, a letter of notification will be sent no later than April 30 of the current academic year to take effect at the end of the current academic year.
4. In case of performance issues, as determined by the University, Dean may also choose to recommend faculty be reappointed for a third consecutive year while remaining on an annual contract and placed on a required performance plan with regular monitoring by Dean.\*

In the event that a faculty member on an annual contract and in good standing, as determined by the University, is not re-appointed for the following year a letter of notification will be sent no later than April 30 of the current academic year to take effect at the end of the current academic year.

### **Full-Time Faculty with Instructor Rank, Visiting Professor, Professor of Practice and any Status other than Assistant, Associate and Full Professor**

For full-time faculty with instructor rank, visiting professor, professor of practice and any status other than assistant, associate or full professor, the contract and evaluation process and timeline for full-time faculty who are in good standing and in the first year of an annual contract will be followed.

### **Full-Time Faculty on Performance Plans**

\*For faculty who are placed on a performance plan, the following applies:

- A written plan with specific, measurable action steps for remediation will be developed at the time that a faculty is placed on a performance plan.
- Faculty submit an interim Annual Faculty Performance Appraisal (AFPA) to Dean no later than December 1. Dean reviews and responds to FPA and meets with faculty to discuss no later than January 1.
- Dean conducts a follow up appraisal no later than April 1 and submits a recommendation regarding faculty's continuing appointment status no later than April 15. Process and timeline for notification to faculty is determined according to whether the faculty is on an annual contract or three-year contract and is outlined in these respective sections.
- No full-time faculty including those on a three-year contract will be continued on a performance plan for longer than two consecutive years. Faculty who have not demonstrated sufficient improvement, as determined by the University, by the end of the second year on a performance plan will not be renewed for the following academic year. For all faculty contract categories except the three-year contract, a letter of notification is sent by April 30 to take effect at the end of that academic year. Faculty on three-year contracts who have not demonstrated sufficient improvement after two years on a performance plan, as determined by the University, will be issued a one-year terminal annual contract for the following year. The University shall have the discretion, at its option, to pay the non-reappointed faculty all of the remaining compensation that would have been earned through the end of the terminal contract year, less applicable deductions and withholdings, and to end the faculty's employment with the University on a date determined by it.

- Note: In case of performance issues, as determined by the University, the Dean may impose disciplinary action, up to and including termination, at any time.