Leadership Matters  

September 29, 2011

Contract Renewal

- Probationary faculty
  - Given a two year contract and then renewed in fall of second year
  - Renewals require
    - Performance assessed for strengths and weaknesses
    - Rated as satisfactory
    - Continuing need for service
    - Professional and personal qualities needed by department
  - Completed on Attachment A (http://manoa.hawaii.edu/ovcaa/faculty/)

- Time lines
  - 5 years for A, B, S – rank 2 and I, R, B, A, S – rank 3
    - Given a 2 year contract, if renewed, given another two year contract, if renewed, given a one year contract, apply for tenure in fall of that year
  - 3 years for I, R, A, B, S – rank 4
    - Given a 2 year contract, if renewed, given a year contract, apply for tenure in fall of that year
  - 2 years for I, R, A, B, S – rank 5
    - Apply for tenure in fall of second year

- If hired prior to October 1st, then probationary period begins August 1st of that year; if hired after October 1st, then probationary period begins the following August 1st.

Procedures for Contract Renewal

- Reappointment recommendation is initiated by Department/Division Chair
  - Provide for assessment by Department Personnel Committee (DPC) and Department Chair (DC)
  - Chair will show assessment and recommendations to faculty member before forwarding them to the Dean/Director
  - These assessments shall be forwarded to the Dean/Director no later than December 20th

Non-reappointment

- Written notification of intent to terminate an appointment at the end of the initial contract shall be given by January 15th of the second year
- If not then the faculty member is given a one-year terminal contract commencing the following August
- Subsequent to 2 or more full-time years, at least 12 months notice will be given

Limited – Term Appointments

- Appointed for a specific period of time – whether on G-funds or other funding
- Cannot apply for tenure, but can apply for promotion
- Should be reviewed on a yearly basis – use Attachment B
- Multiple year contract (3 yrs) will be offered to LTA faculty when:
  - Faculty have been appointed to the same bargaining unit position for 5 consecutive years
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These contracts are then rolling three year contracts:
- October 2008 – September 2009*
- October 2009 – September 2010
- October 2010 – September 2011
  *so unless notice give prior to 9/09, another year will automatically be added

Non-renewal of LTAs
- Good professional practice dictates that “early notification” of non-reappointment be given
- LTAs may be terminated prior to expiration of contract provided:
  - Given at least 4 months notice
  - All other temporary contracts of shorter duration be given prior notice
  - Unless there is poor performance, lack of need, lack of funds, then 4 months notice is still required

Tenure and Promotion
- Waivers
  - Tenure – probationary period, authority rests with Dean/Director
  - Promotion –
    - Time in rank (Dean/Director)
    - Educational requirements (Chancellor)
- Changes in Dossier
  - Statement of Endeavors (part 4)
    - Recommended length 1-9 pages
    - No separate section for “present and future value” but must be included in narrative as it is still a criteria
    - Two official state languages
- Changes in Manoa Criteria and Guidelines
  - Departments are in the process of including a discussion of authorship convention within the field in the DPC procedures
  - Guidelines on conflicts of interest in external evaluations
    - Departments responsibility to secure equal number from applicant’s list and department’s list
    - Should exclude “individual having a personal or professional relationship with the applicant that would reduce objectivity”
    - Clarification on Criteria for Associate Professor/Researcher
      - “should be well on the way to becoming an established scholar” vs “stature as an established scholar”
C. ADVISORY COMMITTEE ON ACADEMIC FREEDOM

The Faculty Advisory Committee on Academic Freedom shall consist of five (5) members appointed from the Faculty Personnel Panel, with exceptions made under the exclusion option pursuant to Article XV. A majority of the committee shall be from the campus in which the alleged infringement occurred. Additionally, at Manoa and the University of Hawaii at Hilo, at least two (2) members of the majority from the respective campus shall be from the school or college of the Faculty Member.

D. PROCEDURE FOR DEALING WITH ALLEGED BREACH OF PROFESSIONAL ETHICS AND/OR CONFLICTS OF INTEREST IN RESEARCH OR SCHOLARSHIP

Because the Faculty possesses unique and expert qualifications to assess breaches of professional ethics, including conflicts of interest in research or in scholarship, the President or designee may, at his/her option, appoint not more than five (5) Faculty Members to investigate an allegation thereof, before imposing discipline, on the following conditions:

- the accused Faculty Member and the Union are informed in writing that such an investigation is about to be conducted, and are informed of the names of the appointed Faculty Members; and

- the Faculty Members who are appointed do consent to serve; that the appointed Faculty Members are disqualified from participation in any departmental personnel deliberation or decision whatsoever during the period of their appointment as investigators, and from any personnel deliberation or decision whatsoever involving the accused for a period of three (3) years following the termination of their appointment as investigators.

The investigators may render their opinion regarding whether a breach of professional ethics and/or a conflict of interest has occurred, and an opinion regarding the severity of the breach and any curative steps that ought to be taken in amelioration thereof. They may not, however, express an opinion regarding the appropriate discipline, if any, to be imposed by the Employer. Any disciplinary action arising out of the investigation shall be in accordance with Article XVIII.

ARTICLE XIII DEPARTMENT OR DIVISION PROCEDURES GOVERNING TENURE, PROMOTION, AND CONTRACT RENEWAL

A. DEPARTMENT PROCEDURES

Each Department or Division, or comparable unit within the University, shall put in writing, and approve through a majority vote of the bargaining unit Faculty Members, procedures or policies that will include, but are not limited to, tenure, promotion, and contract renewal evaluations and recommendations and recommendation of the Department or Division Chair (DC). If such procedures have not been written and approved within six (6) months of the execution of this Agreement, the Employer and Union shall develop such procedures for the Department or Division.

B. MINIMUM REQUIREMENTS FOR DEPARTMENT PROCEDURES

1. Written Department or Division Personnel Committee (DPC) procedures shall at a minimum provide for (a) secret ballot voting at all final votes, (b) strict exclusion from voting of any individual who is not a tenured bargaining unit member over the tenure or contract renewal of another Faculty Member, (c) allowing only Faculty Members of equal or higher rank of the applicant to vote on applications for promotions, (d) procedures for the orderly review of dossiers at the Department or Division level, and (e) that the determination of the Department's or Division's recommendation for DC to the Dean or Director, or other appropriate administrator, shall be based on a majority vote of all bargaining unit Faculty Members in the Department or Division.

7. Non-tenure track bargaining unit members may participate in the establishment of DPC policies and procedures and they may also take part in the discussions of the Personnel Committee if the Department or Division has voted to include these Faculty Members in such deliberations.

8. The DPC policies and procedures may include provisions for an individual candidate to exclude participation by other department members where the candidate believes that a conflict exists that would prevent the Faculty Member's fair evaluation of a tenure or promotion application made by the candidate.
Department or Division Chairs, and other bargaining unit members serving in similar capacities such as those with the title Director, shall not participate by voice, vote, presence, or in any other form of communication in the deliberations of the DPC over individual tenure and promotion applications.

The Library Personnel Committee for the University of Hawaii at Manoa Library Services shall operate under the policies and procedures approved on September 12, 1997 and function as a DPC. All tenured Librarians are eligible for election to the Library Personnel Committee, including tenure, promotion, and reappointment applications. Librarians holding the title of Department Head shall be eligible to serve on the Library Personnel Committee, provided that they will be excused from deliberation and voting in cases involving candidates for whom they serve as Intermediate Supervisor or Department Head.

C. REVIEW OF PROCEDURES

1. Written DPC procedures shall be submitted through the Dean or Director to the appropriate Chancellor and the union for approval, which shall not be unreasonably withheld.

2. These procedures shall comply with the terms of this Agreement, Board of Regents’ policies, and administrative guidelines.

3. Copies of the approved DPC procedures will be filed with the Union. Copies shall also be retained in the office of the Dean/Director or Chancellor at UH-West Oahu.

D. AMENDMENTS OF PROCEDURES

1. Amendments to DPC procedures may be recommended from time to time at the discretion of the Department, Division, or comparable unit.

2. The proposed amendment shall be sent through the Dean or Director to the appropriate Chancellor and the union for review and approval, which shall not be unreasonably withheld. Approved amended procedures shall be filed with the Union and the Dean/Director or Chancellor at UH-West Oahu.

ARTICLE XI, INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHTS

GENERAL SCOPE

Except in the case of works written or produced for hire, and subject to any restrictions imposed by outside sponsoring or funding organizations, a Faculty Member who writes or produces any work shall have exclusive rights thereto, including the ownership of copyright.

It is recognized that there are usually three (3) interests involved in connection with research work and invention performed with the resources of the University. These three (3) interests are the Faculty Member researcher or inventor, the University, and the general public whose taxes support the University. If the research is financed wholly or in part by an outside agency, there exists an additional interest. Rights, royalties, and other net profits shall be shared fairly amongst the parties. The Faculty Member will receive a share of the net profits from the sale or exploitation of patents according to the following schedule: (a) for total net profit up to $100,000, the amount assigned to the Faculty Member shall be 2/3; (b) for total net profit above $100,000 up to $300,000, the amount assigned to the Faculty Member shall be 1/2; (c) for total net profit above $300,000 up to $500,000, the amount assigned to the Faculty Member shall be 5/12; and (d) for total net profit above $500,000, the amount assigned to the Faculty Member shall be 1/3.

A. CLASSROOM LECTURES AND THE RECORDING OF PRESENTATIONS

Faculty Members shall own all rights to materials prepared on their own initiative for classroom, educational or professional purposes, and shall be exclusively entitled to the benefits or royalties derived therefrom.

For personal educational purposes, students may record classroom lectures or other presentations, using tape recorders or other electronic or mechanical devices, unless the Faculty Member denies permission for such recording. Permission shall not be denied when the student requires such devices as the result of a physical disability.