

## The Valley College of Osteopathic Medicine

### Faculty Policies

Policy Number: COM 7-8

Effective Date: May 1, 2024

Revisions and Dates:

Responsible Party: Office of the Dean

Approved by: Alissa Craft, DO, MBA, Dean

#### **Policy & Procedure Statement**

##### **Term of Appointment**

Recruitment of faculty shall be conducted in full compliance with The Valley College of Osteopathic Medicine (The Valley COM) policies related to hiring, diversity, and other applicable statutory laws and regulations. All recruitment will be done in conjunction with the Department of Human Resources and the Office of the Dean.

Recruitment of new faculty members is the responsibility of the dean working in conjunction with the supervisor in the area/department where the vacancy exists. Recruitment of faculty shall be coordinated by the appropriate supervisor with assistance from faculty and Human Resources. Requests for filling faculty vacancies must designate the requested rank and salary range.

After completion of interviews, review of references, licensure and background check, the appropriate supervisor shall forward his/her nomination(s) for hire with the proposed academic rank to the Dean. The Dean will request that the Appointment and Promotion committee review the proposed academic rank assignment.

Faculty will be appointed for a term not to exceed three years, with annual evaluation by the Chair or supervisor.

## Responsibilities

Faculty shall be divided into the following classifications:

- Full-time faculty
- Part-time faculty
- Clinical faculty

The responsibilities of faculty will vary depending on the classification.

### *Full Time and Part-time Faculty*

Full-time and part-time faculty status may only be granted to persons who will possess an academic rank and whose qualifications and primary functions within the college include teaching, research/scholarly activity, service to the COM and community, and clinical service. Full-time faculty are faculty who have at least a .75 FTE appointment (30 or more hours per week).

Teaching includes such activities as:

- Student, trainee, and peer education
- Course or course material development
- Exam or assessment development
- Presentation of enrichment programs (e.g., faculty / staff development programming, continuing education courses, and public outreach)
- Scholarly activity training and mentorship
- Clinical teaching and mentorship
- Administrative teaching leadership role

Scholarly Activity is defined to be “a creative work that is peer reviewed and publicly disseminated.” The following forms of scholarship are *all* considered important to the mission of The Valley COM and may be used as faculty member demonstrations of productivity in scholarship (Boyer, 1990, O’Meara & Rice, 2005):

- Scholarship of Teaching and Learning
- Scholarship of Discovery
- Scholarship of Practice
- Scholarship of Engagement
- Scholarship of Integration

Service to the COM and community specifically refers to contributions made to support the mission of the COM, and may include but is not limited to the following:

- Committee membership
- Recruitment, screening, or interviewing of applicants for admission
- Professional association membership and contributions
- Attendance at faculty meetings and formal events

- Use of expertise to benefit the mission of The Valley COM at the local, state, or national level

Full-time and part-time faculty positions shall not be granted to those who only incidentally contribute to instruction in the course of performing other functions. All individuals granted full-time or part-time faculty status shall have a written contract which specifies duties, supervisor, salary, and fringe benefits.

Full-time and part-time faculty responsibilities may include administrative duties as determined by the faculty member's supervisor. For those with active clinical licenses, employment may include time dedicated to clinical work.

#### *Clinical Faculty*

Clinical faculty appointments are granted to those who supervise students while on clinical rotations during the clerkship phase of education. Clinical faculty may be located anywhere students complete clinical rotations. Clinical faculty will submit a CV along with evidence of an active medical license, active board certification from the AOA or ABMS, and active professional liability insurance. Clinical faculty appointments are recommended to the Dean by the Assistant Dean for Clinical Education and GME. Rank assignment is confirmed by the Appointment and Promotion Committee. Promotion in rank is recommended by the Appointment and Promotion Committee following the same process as full time and part time faculty.

**Lines of Communication**

At The Valley College of Osteopathic Medicine, a faculty member is appointed to serve in a Department. The lines of communication for each faculty member are as follows:

1. Department Chair
2. Assistant or Associate Dean over the Department
3. The Valley COM Dean
4. President/CEO

Should a faculty member continue to have concerns that are not resolved through these lines of communication, the faculty member may discuss issues and concerns with the faculty council.

## **Privileges and Benefits**

The Valley College of Osteopathic Medicine strives to provide compensation that is targeted to be competitive with external labor markets and internally across the institution. In addition to salary, faculty members are entitled to participate in the following benefit plans:

1. Medical plan
2. Dental and vision coverage
3. Flexible spending account
4. Life and disability insurance
5. Paid Time Off
6. 401K Retirement plan
7. Continuing Medical Education funds

Faculty salary structures vary by discipline and rank. All faculty can expect to be paid within the salary range associated with their rank.

The Valley College of Osteopathic Medicine is committed to open communication and education regarding the compensation program policies and procedures. Inquiries should be addressed to Human Resources.

The benefit programs, including health and other insurance options are described in the Employee Handbook, which all faculty members acknowledge have been made available to them. Except as provided by law, no compensation shall be owed or paid to an employee upon or after termination of employment unless it was earned prior to termination.

## **Performance Evaluation and Remediation**

The Valley College of Osteopathic Medicine is committed to fostering academic excellence through the stability and productivity of our academic programs. This is achieved by establishing a long-term mutual commitment between the COM and its faculty members. To guide faculty in their performance, The Valley COM will participate in an annual evaluation process with all faculty. A component of the annual evaluation process is determination of the following year's workload assignment.

Evaluations will be completed no later than March 15 of each year to allow both the COM and the employee to make plans for the following year. Deficiencies and reasons for non-renewal must be documented in writing in the signed faculty evaluation. Any faculty member with an evaluation that does not meet expectations will be placed on a one-year remediation program. The program will be individualized and approved by the faculty member, their direct supervisor, the Dean, and Human Resources. The remediation program may include courses to be paid for by the COM. Failure to improve the evaluation to a level of meeting expectations, may result in termination of the faculty contract.

If a faculty member's performance/conduct is identified as poor and the Dean, in consultation with the President/CEO, determines that there is no reasonable prospect for remediation or improvement, or the faculty member fails to remediate, a 90-day notice for contract termination may be issued. This decision is reserved for cases where severe performance or conduct issues exist, and it is assessed that improvement is unlikely or does not occur.

For extremely severe cases, immediate termination of the contract is possible. Such decisions, made by the Dean in conjunction with the President/CEO, are reserved for situations requiring urgent action, such as gross misconduct or serious legal violations.

## Terms of Dismissal

The following are considered adequate causes for dismissal of a faculty member before the end of their contract:

- a. Demonstrated incompetence or lack of integrity in the performance of professional duties or substantial and recurring neglect of duties.
- b. Personal conduct that substantially impairs the individual's fulfillment of institutional responsibilities.
- c. Financial exigency including abandonment of a program, Department of instruction, or position of appointment. In such a case, the position will not be filled for a period of three years unless the released faculty member has been offered reappointment and given a reasonable time to accept or decline it. The faculty member will be re-hired at least the same rank and salary as when released.

If a faculty member's performance/conduct is identified as poor and the Dean, in consultation with the President/CEO, determines that there is no reasonable prospect for remediation or improvement, or the faculty member fails to remediate, a 90-day notice for contract termination may be issued. This decision is reserved for cases where severe performance or conduct issues exist, and it is assessed that improvement is unlikely or does not occur.

For extremely severe cases, immediate termination of the contract is possible. Such decisions, made by the Dean in conjunction with the President/CEO, are reserved for situations requiring urgent action, such as gross misconduct or serious legal violations.

## Due Process

A faculty member may appeal any supervisor evaluation and/or remediation plan following the appeal process described below. If the appeal is successful, the faculty member's current contract will be maintained. However, if the appeal is unsuccessful, the notice of non-renewal will remain in effect, or a notice of non-renewal will be issued as appropriate. Consequently, the faculty member's contract will not be renewed upon its expiration. The current contract will remain valid and in force until its expiration date, unless terminated earlier as provided herein and/or in the contract.

A faculty member must exercise their right to appeal in writing within 10 business days after receiving the written evaluation and/or remediation plan. Pathways for faculty appeals are as follows:

**1. Immediate Termination or 90-Day Notice Period Appeals.** In cases warranting immediate termination or a 90-day notice period, the faculty member may appeal directly to the President, who is the decision-maker in these situations. The President may decide on immediate termination for extremely severe cases (such as gross misconduct or serious legal violations) or a 90-day notice if there is no reasonable prospect for remediation, improvement, or if remediation efforts fail. The decision of the President in these matters is final.

**2. Non-Renewal Appeals.** For decisions regarding the non-renewal of contracts, the faculty member has the option of appealing to a peer review panel chosen by the faculty council chair that will consist of three full-time faculty (at least two with the same rank or higher). Based upon merits of the appeal, the peer review panel may either agree or disagree with the supervisor's evaluation or remediation plan. Panel recommendation (with rationale) will be submitted to the Dean. The Dean will consider merits of the appeal and panel recommendation and may either support or change the supervisor's evaluation and/or remediation plan. The decision of a dean may be appealed in writing to the President/CEO who will review all pertinent material and whose decision in this matter is final.