INTERAMERICAN
UNIVERSITY
OF PUERTO RICO

FULL-TIME FACULTY

Approved on:
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Foreword

The *Faculty Handbook* contains, among other things, information about Inter American University of Puerto Rico, as well as rules, regulations, and procedures related to full-time professors. It is the product of the joint effort of the faculty, the administration, and the Board of Trustees of the University.

In this edition, the amendments approved by the University Council and by the President of the University that received the approval of the Board of Trustees until January 2026 were incorporated. The amendments that are approved as of February 2026 will appear in the electronic version of the *Faculty Handbook,* which can be found on the portal www.inter.edu .

This document consists of seven parts : The University : Historical Background, Government and Organization; The Faculty ; Duties of the Faculty; Rights of the Faculty; Contractual and Promotion Norms and Procedures; Norms and Procedures of Academic Organization; Amendments. Eight annexes are also included for informational purposes.

The Handbook is published in Spanish and English. In the event of a conflict as to its interpretation, the Spanish version shall prevail.

Faculty Handbook

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PART I

The University: Historical Background, Government, and Organization

1.1 Vision

The Inter American University of Puerto Rico is a high-quality higher education institution, in search of academic excellence, with an emphasis on training people with democratic and ethical values, framed in an ecumenical Christian context.

1.2 Historical Background

The Inter American University of Puerto Rico is a private, nonprofit, Christian and ecumenical institution that provides university education to people of both sexes. It was originally founded under the name of the Polytechnic Institute of Puerto Rico in 1912 as an elementary and high school by Rev. J. Will Harris on the land occupied by the San Germán Campus. In 1921, the first college-level courses were offered, and in 1927 the first bachelor's degrees were conferred. In 1944, the Institution was accredited by the Middle States Association of Colleges and Secondary Schools and was the first four-year liberal arts college to receive such accreditation in Puerto Rico and outside the continental United States. This accreditation has been maintained through the years. Until 1956, the Institution functioned as a small liberal arts college, linked to the Presbyterian Church. In that year, the name of the Institution was changed to the Interamerican University of Puerto Rico. During the decade from 1956 to 1966, educational centers were established in more than 15 towns and cities on the Island. Eventually, these were consolidated into what are now known as campuses. In 1961, the University established its first professional school, the School of Law, in the San Juan metropolitan area and its second professional school, the School of Optometry, in 1981.

In 1974, because of the reorganization of the Presbyterian Church in the United States that began in 1969, and the reorientation of its policy on higher education institutions related to churches, the charter of the Inter American University of Puerto Rico was changed. This became a private and independent institution of post-secondary education, with an ecumenical orientation. However, the University treasures its historical relationship with the Presbyterian Church and reserves a seat on its Board of Trustees for a representative of the Synod of that Church in Puerto Rico.

1. 3 Purpose and Mission of the University

The main purpose of the Inter American University of Puerto Rico is the development of the talent of men and women, regardless of their race, color, creed, sex, age, nationality, social status, condition of veterans with disabilities, veteran of the Vietnam Era, physical, mental, or sensory impairment. This development is fostered through post-secondary education of wide and varied scope, including, but not limited to, liberal, graduate, professional, and occupational education, leading to degrees, diplomas, and certificates that are usually awarded in post-secondary or higher education institutions, recognized and accredited by public agencies.

In keeping with its main purpose, the Inter American University of Puerto Rico, committed to democratic and Christian principles, has the mission of contributing to ethical, social, and cultural endeavors. Likewise, to prepare occupationally and professionally trained human resources, with a sense of civic and social responsibility, who can exercise effective leadership in the different fields of human activity, and who can adapt to various activity scenarios, including foreign ones.

1.4 Goals of the University

The goals that guide the work of the Interamerican University are to:

a. To promote, in the university community, an environment oriented towards a culture of peace, based on ethical, democratic and institutional Christian-ecumenical values, directed to the integral development of the student.
b. To promote an integral education that leads to the formation of an educated person, well-versed in the different fields of the human knowledge, by means of the development of the capacity for critical thinking, the adequate use of the communication skills in Spanish and English, ethical and civic responsibility, environmental awareness, skills of social integration, and the knowledge of science, the arts and religious education within a Christian-ecumenical context.
c. To respond to the needs of the student population and society by offering a variety of both in-campus and online education programs, within and outside Puerto Rico, at the different educational levels.
d. To foment academic excellence by means of the continuous development of the teaching staff in the mastery of their discipline, as well as in the application of techniques, modalities and teaching methods, in harmony with the nature of the student population.
e. To foment the development of knowledge through research and creative activities in the academic community.
f. To promote efficiency and effectiveness in the teaching, administrative and student processes and services, in harmony with the provisions in the applicable laws and regulations, as well as in the standards of the accrediting agencies.

g. To cultivate leadership of the university community so that it may contribute to social and cultural enrichment of our country and to its economic development, by means of participation in communitarian, business and professional projects.

1. 5 Programmatic Offer

The Inter American University of Puerto Rico offers undergraduate, graduate, and professional programs to obtain technical and professional certificates, associate degrees, bachelor's degrees, master's degrees, and doctorates.

The University's academic programs are based on the principle that students must develop broad intellectual knowledge and skills so that they can achieve personal success in life and make valuable contributions to society. These objectives will be achieved by satisfying the specific requirements of a general education in the arts, sciences, and humanities and by studying for a concentration. Religion is studied as an academic discipline to maintain a fruitful dialogue with all other university disciplines. All campuses offer the general education requirements and the requirements for various concentrations to complete the associate and bachelor's degrees.

1.6 University Government

The governing body of Inter American University is the Board of Trustees, which is self-perpetuating and whose members are freely elected without the intervention of any external authority. The government of the Institution, as well as the disposition of its properties and the management of its affairs, resides in its Board of Trustees. It has all the powers consonant with a non-profit post-secondary institution of higher education.

The Board of Trustees also has the authority to attend to the management, regulation and control of its affairs and properties, the election of its employees and other matters pertinent to the achievement of its objectives.

1.7 The President

Article III of the University Statutes describes the functions of the President of the University, who is appointed by the Board of Trustees as the main academic and administrative executive officer of the Institution. The President must act in accordance with the Certificate of Incorporation, the Bylaws and with the practices, policies and limitations determined by the Board of Trustees. By delegation of the Board, the President of the University will be responsible for directing the university system and will represent the University before organizations, accrediting bodies, individuals, and the public, in accordance with the provisions of these statutes.

1.8 Systemic Bodies of the University

The Systemic Management Council and the University Council are the two systemic bodies in the University that provide advice to the President.

1. 8.1 Systemic Management Council

The Systemic Management Council is the executive body of the President. Its main purpose is to collaborate with it in making strategic decisions of the system regarding the implementation of the institutional policy approved by the Board of Trustees. This body advises the President in the direction of institutional policy and in the preservation of the integrity of the university system.

1.8.2 University Council

The University Council is the institutional body authorized to articulate the academic policy of Inter American University of Puerto Rico; harmonize the academic policy of the different academic senates, ensuring that it does not deviate from institutional policy; to ratify the norms and academic guidelines related to the faculty and to the students, proposed by the different academic senates once their compatibility with the institutional policy has been verified. The Council advises the President of the University on broad educational, administrative, and research policy, such as: (a) budget priorities; (b) general planning; (c) establishment and dissolution of campuses, schools, divisions, institutes, and similar educational units; (d) affiliations and special programs; (e) regulations that affect the faculty and students related to academic freedom and equal opportunities; (f) establishment of personnel policy and procedures. The Council fulfills this advisory function at the request of the President of the University, on its own initiative and at the request of the academic senates. All normative action of the Council is subject to presidential approval before taking effect. The Chairman's veto may be appealed, according to the procedure established in the Board Regulations.

The University Council is made up of the presidents of the Academic Senates of the units (in the case of the Faculty of Law and the School of Optometry, one (1) member of the faculty, elected by their Senate, respectively, will represent said unit); one (1) Vice President of the Academic Senates; three (3) students, one (1) for the graduate and/or professional programs and two (2) for the undergraduate programs, selected in accordance with the provisions of the Regulations of the University Council; the three (3) vice presidents of the University; two (2) main executives of the units; one (1) representative of the administration; the President of the University and the person who

occupies the Executive Secretariat. These last two will have a voice, but without a vote.

1. 9 Organization and Management

1.9.1 System Central Office

The offices of the Board of Trustees, the President, the Vice Presidents, as well as certain general services of the University are in the Central Office of the System. Among these are the Office of Systemic Human Resources and the Office of Systemic Legal Advice.

One of the functions of the Systemic Human Resources Office is to develop and establish the necessary standards to implement the Institution's policies related to the areas of human resources and payroll.

The Systemic Legal Advice Office is responsible for advising and guiding the President and the main executives of the teaching units on compliance with state and federal laws and regulations that are related to the Institution. The legal advisors of this Office have the function of keeping all the Institution's executives informed about actions, procedures and forms of prevention aimed at avoiding risks that lead to litigation. In case the University is part of a litigation or any other situation that warrants, the Office will determine the need to hire specialized legal advice.

1.9.2 Vice Presidencies

In the Central Office of the System there are three vice-presidencies: the one for Academic and Student Affairs, the one for Management, Finance and Systemic Services and the one for Religious Affairs.

The academic leader and main executive of the system is the President of the University, who is assisted by the vice presidents. They represent, advise, and respond to them for the results of the systemic functions that have been delegated to them. They interpret and promote institutional policies, develop the general rules and guidelines to direct and facilitate their implementation throughout the entire university system, and monitor and evaluate the results of these policies.

In their respective areas of responsibility, the vice presidents advise, collaborate, and support the main executives of the teaching units.

1.9.2.1 Vice Presidency of Academic and Student Affairs

The Vice Presidency of Academic and Student Affairs is responsible for directing institutional policy in everything related to programming, student, faculty, research, and academic computing aspects. It is also responsible for preserving the university's systemic integrity, seeking unity, and achieving coordination, articulation, and communication among its components in the areas included in the Vice Presidency.

The Vice Presidency of Academic and Student Affairs advises the President of the University, develops, and establishes the necessary regulations to implement the institutional policies pertaining to programmatic development and articulation, assessment, evaluation, and accreditation of academic programs, matters faculty, including recommendations to the President on the evaluation of faculty and students. This Vice Presidency also directs and coordinates external resources, programs of consortiums and educational innovations and the systemic strategic planning process.

The Vice Presidency of Academic and Student Affairs offers technical support and advice to teaching units and monitors and evaluates the results of the implementation of academic standards and policies.

1.9.2.2 Vice Presidency of Management, Finance and Systemic Services

The Vice Presidency of Management, Finance and Systemic Services is responsible for directing institutional policy regarding finances, economic assistance, and general services. This Vice Presidency assumes the responsibility of ensuring the integrity and economic solvency of the University, ensuring efficient and effective management of its fiscal resources. Develops and establishes the necessary standards to implement institutional policies related to the areas of investment management, systemic strategic budget, systemic finance and accounting, economic assistance, related auxiliary forms and materials management.

1.9.2.3 Vice Presidency for Religious Affairs

The Vice Presidency for Religious Affairs was created with the objective of strengthening and renewing the different components that support ecumenical Christian formation at the Inter American University of Puerto Rico. It is responsible for coordinating the University Ministry in the system. It oversees the articulation among the chaplaincies of the teaching units, as well as offering chaplaincy services to the Central Office of the System. It encourages the incorporation of activities and projects that allow students and the academic community in general to practice Christian experiences more directly. Coordinates the Puerto Rico Sociomoral Infrastructure Revitalization Project. It oversees the work of the Center for the Promotion of the Christian Faith. It manages external funds aimed at the development of academic-religious activities and supports the development of social service consortiums. Articulates, with the Vice Presidency of Academic and Student Affairs, academic-religious developments and offers advice on these. Its functions also include promoting the image of the University as a Christian institution among the university and external community, both inside and outside of Puerto Rico, and advising the President on matters of participation in religious organizations.

1.9.3 Teaching Units

The University system has among its components eleven teaching units that oversee teaching-learning activities. These units are Aguadilla, Arecibo, Barranquitas, Bayamón, Fajardo, Guayama, Metropolitano, Ponce, San Germán, the Faculty of Law and the School of Optometry.

1.9.3.1 Structure of the Teaching Units

The Chancellors in the campuses and the deans in the professional schools are the main executives of the academic units and respond to the President regarding the operation and development of the units they direct, in accordance with the established goals and objectives and in harmony with the policy, rules and procedures adopted by the University. Among their more specific functions, which they can attend personally or delegate to other members of their staff, are the following: take the initiative in the development of new academic programs that

respond to the needs of the communities served by their teaching units; take the lead in verifying that current academic programs meet the objectives for which they were designed; develop an academic and intellectual environment for the faculty and students and provide internal rules and procedures that ensure the effective operation of the unit.

The development of academic unit budget proposals and unit fiscal vitality, as well as student recruitment and student support services, are other areas of his responsibilities.

1.9.3.2 Other Employees Under the Main Executives of the Teaching Units

The titles of the employees who serve under the Chancellors and deans vary slightly from one teaching unit to another. In general terms, the responsibilities of these are similar, namely: academic affairs, student affairs and administrative and fiscal affairs. The function assigned to each official and the specific functions for which each one is responsible may also vary from one teaching unit to another.

1.9.3.3 Dean of Academic Affairs

The dean of academic affairs carries out a variety of activities related to academic affairs, under the direction of the chief executive. Acts with a certain degree of independence in the execution of functions that require leadership and coordination from an integrating academic perspective to help teaching. He answers to the main executive about the execution of the academic normative policy.

The dean of academic affairs at campuses and the associate dean at professional schools receive, review, and discuss all recommendations related to faculty selection and faculty contract decisions before forwarding them to the chief executive officer of their unit.

1.9.3.4 Associate Dean - School of Law and School of Optometry

The associate dean works directly with faculty members on issues of curriculum, programs, and teaching effectiveness and student assessment.

1.9.3.5 Area Deans and Department Directors

Some units have a structure of deanships and departments, and others operate solely with departments. Where deanships exist, the academic authority is the dean. In academic departments, the academic authority is the department director. If there are no deanships or departments, the faculty reports directly to the deans of academic affairs or, for certain matters, to the associate deans.

1.10 Participation of the Faculty in the Government of the Institution

The Board of Trustees delegates the responsibility of directing the university system to the President of the University and he, in turn, shares that responsibility with the faculty, according to the established policies and regulations. The faculty participates in issues related to academic offerings, norms, and academic standards that pertain to students and teaching staff. The policy that includes participation of the faculty in the government of the Institution, appears in documents such as this *Faculty Handbook,* the *Constitution and Regulations of the University Council* and the *Constitution and Regulation of the Academic Senates*.

1.10.1 Participation at the University System Level

Faculty can participate at the university system level in three different ways:

a. in the presidency of the University Council

b. representing the faculty on the University Council

c. as a member of a special committee

1.10.1.1 University Council

Twelve (12) of the twenty-one (21) voting seats on the University Council are reserved for full-time faculty members. All teaching units are represented on the Council by the presidents of the Senate or, in the case of the Faculty

of Law, by a representative of the faculty elected by the Senate, for a total of eleven (11), and by one (1) Vice President of the Senate, elected from among all those who occupy that position in said bodies.

Probationary or permanent contract faculty members who have served the University as a full-task faculty for at least two full academic years immediately prior to election day are eligible to hold these seats. Annually, the members of the University Council elect a president from among the representatives of the faculty.

1.10.1.2 Special Committees

A Special Committee is a temporary working group established to address specific issues or projects at the University System level that are not regularly handled by standing committees or other permanent governance bodies.

The President of the University, as well as the Chancellors and the Deans of the Schools of Law and Optometry, may appoint faculty members to serve on such committees whenever deemed appropriate. The composition of each Special Committee shall depend on the matter under consideration, and its members shall be selected based on their expertise or their role within the University. A Special Committee shall be dissolved upon completion of its purpose or the project or assignment for which it was established.

The Committee Chair, through the committee's work plan, shall define its mission, objectives, scope, decision-making procedures, and anticipated duration.

The flexible nature of a Special Committee allows it to respond effectively to the emerging needs of the University.

1.10.2 Participation at the Teaching Unit Level

The faculty participates at the teaching unit level in three different ways, as a member:

a. of the Academic Senate
b. of a standing committee
c. of a special committee

1.10.2.1 Academic Senate

The Academic Senate is the main representative body authorized to deal with the standards of quality and performance of the academic function and the general welfare of each teaching unit of the University. The senate works on the articulation of the academic policy of each unit, proposes academic, teaching, and student norms and guidelines and advises the main executive of the unit.

The academic senates are composed of: (a) senators from the faculty, elected in accordance with the Senate *Regulations;* (b) senators of the administration, *ex officio* or in accordance with the Senate *Regulations*; (c) student senators elected in accordance with the Senate *Regulations* and the *General Student Regulations*. In the case of the School of Law and the School of Optometry, all full-task professors are members of the Senate.

1.10.2.2 Permanent Committees in Teaching Units

Committees operating at the teaching unit level may vary from unit to unit and from time to time. In all the units there are two permanent committees to consider the recommendations on decisions of the teaching staff: the Committee for Promotions, Tenure and Changes of Contracts and the Committee for Sabbatical Leave, Studies and Financial Aid. Special committees may be created for the purpose of advising on the appointment of administrative employees in the academic area. In each teaching unit there is also a Faculty Appeals Committee.

1.10.2.3 Committee for Promotions, Tenure and Changes of Contracts

In the teaching units, this Committee consists of a number that will not be less than five (5) or more than seven (7) members of the faculty. The composition is made up of one member for each of the divisions or departments, elected by the faculty they represent. In the School of Law and in the School of Optometry, this Committee consists of not less than three (3) or more than five (5) members of the faculty elected from among the entire faculty. Once constituted, the Committee selects its president.

To form part of this Committee, faculty members must be permanent and hold the rank of Professor. If there are not enough faculty members with these requirements to fill the available positions, faculty members with the rank of Associate Professor or Assistant Professor and with at least five (5) years of service under a probationary contract will be selected. In these cases, faculty with the rank of Assistant Professor are selected only when there is no faculty with a higher rank for the positions. The year in which the professor is requesting a summative evaluation, he will not belong to the Committee for Promotions, Tenure and Changes in Contracts.

The term for which the members of this Committee serve is two (2) years. To give continuity to the process, approximately two thirds of the members of the Committee will remain active and one third will be replaced annually. No faculty member may be elected to a second consecutive term under any circumstances.

If a vacancy occurs during the term of a member of the Committee, the members of the faculty who elected him will select, by special election, a substitute to complete the term for which the original member had been elected. In addition to recommending promotions and tenure, the Committee also recommends changes in the contract from substitute or from temporary to probationary.

1.10.2.4 Sabbatical, Study and Financial Aid Leave Committee

This Committee consists of the same number of members as the Committee for Promotions, Tenure and Contract Changes, elected in the same way among the faculty members, with the same requirements described in the section Committee for Promotions, Tenure and Contract Changes. The year in which the teacher requests sabbatical leave, study leave or financial aid, he/she may not belong to this Committee. Once constituted, the Committee elects its president.

1.10.2.5 Faculty Appeals Committee

In each teaching unit, the Faculty Appeals Committee, which is valid from August to July, consists of five (5) full-time faculty members and is constituted as described below: The main executive will appoint two members, and

the faculty will choose two. Every year the CEO will appoint a faculty member before the beginning of each academic year (August), and the faculty member will be selected at a meeting at the beginning of the academic year. The term of the appointment or election will be two (2) years to allow the entry and exit of two members in a staggered manner every year. Each year these four (4) members will elect the fifth member who will serve for one year only. Once constituted, the Committee elects the president and secretary. The appointed or selected members will have completed four years or more as a faculty at the University and cannot concurrently belong to another committee that is related to contractual procedures of the teaching staff. This Committee will conduct interviews with the affected parties, interview witnesses, and review documentation related to the appeals submitted for its consideration.

In the event of a vacancy of any member of the Committee, the following will be determined:

a. If the vacancy occurs among the members of the faculty appointed by the chief executive, he will be notified and he will appoint a faculty member to serve for the remainder of said term.

b. If the vacancy occurs among the faculty members elected by the faculty, the chief executive will be notified so that they call a faculty meeting, and they elect the faculty member who will serve during the rest of said term.

c. If the vacancy arises from the faculty member selected by the Appeals Committee, he or she will be appointed by the same.

Any member of the Appeals Committee who files grievance with the Committee will be relieved of their position (for the term for which they were selected) and replaced following the vacancy procedure described above.

The Committee may have the legal advice of the Legal Office of the University which, if necessary, may hire an external legal expert in specialized matters.

The Committee considers appeals after remedies have been exhausted in the administrative process. Appeals include violations of the rights and privileges recognized in this *Handbook,* as provided in Part IV, section *Procedure for Handling Complaints.*

1.10.3 Participation at the Departmental Level

Committees and faculty organization at the departmental level vary from department to department and from one teaching unit to another. However, three (3) committees operate at this level throughout the university system in which faculty participate: Formative Evaluation Committee, Summative Evaluation Committee, and Faculty Nominating Committee, as described below. Other tasks at this level at which the faculty participate include special committees appointed to work on curricular changes, innovations in teaching, and recommendations on access centers. Also, the faculty participates in special committees appointed to advise on the appointment of administrative employees for the academic area.

1.10.3.1 Evaluation Committees

Formative Evaluation Committee

At the beginning of each academic year, a Formative Evaluation Committee is created in each academic department. In the case of the Faculty of Law and the School of Optometry, since there are no academic departments, a Training Evaluation Committee is created for the unit. The composition of the committees will be as follows:

a. A permanent member elected by the full-time faculty from among its members for a term of one year.

b. A permanent member, appointed by the department's management, selected from among the full-time faculty members for a one-year term. This may be the director of the department. If the director is the person to be evaluated, the Committee will be made up of two members elected by the faculty and the corresponding dean or the person designated by him.

c. A variable member appointed by the person to be evaluated, selected from among the full-time faculty members.

The members of this Committee cannot have a substitute contract.

Summative Evaluation Committee

At the beginning of each academic year, the Summative Evaluation Committee is created. The Committee is made up of two permanent members and a third member who varies, depending on the specialty of the person evaluated. Appointments are made as follows:

a. A permanent member, elected by the full-time Faculty from among its members for a term of one year. This member should not be subject to summative evaluation during the year of his/her appointment.

b. A fixed member designated by the direction of the department, selected from among the full-time members of the faculty. This may be the department manager.

c. A variable member, designated by the person to be evaluated. This must be from the same discipline that the evaluated person teaches or from related areas. This member should not be subject to summative evaluation during the year of their assignment.

d. If the director is the person to be evaluated, the Summative Evaluation Committee will be composed of two (2) members elected by the full-time faculty and one (1) third faculty member selected by the director to be evaluated from the same discipline or related areas.

1.10.3.2 Faculty Search Committee

Prior to the appointment of the Faculty Search Committee, the Deans of Academic Affairs will inquire, through the Main Executives of the academic units of the System, about the availability of faculty in the discipline or related areas in said academic units. If no candidates are identified, the Deans of Academic Affairs will appoint a committee of no less than three (3) faculty members. This committee will be responsible for applying the selection criteria based on the call published by the Office

of Human Resources, to examine the files and interview the candidates who aspire to be part of the full-time faculty of the professional school or department. The members of the faculty appointed to this Committee, until the position is filled, must teach the same discipline or some subject related to the one that the candidate being evaluated will teach. The Committee will submit to the department director and this in turn to the dean of the division, if applicable, a narrative report indicating the order of the recommendation of the candidates. In the case of professional schools, the Committee will send said report to the dean of academic affairs. In both cases, the narrative report will be processed by the dean of academic affairs of the academic unit, who will make the corresponding evaluation and recommend the candidate to the main executive. This will process the delivery of the documents to the University's president who will make the final decision on the appointment. The subsequent annual contract renewals will be signed by the main executive of the academic units.

1.10.3.3 Search and Selection Committee for Department Director Candidates

Full-time faculty will participate in the candidate selection process for the position of academic department chair through the Candidate Search and Selection Committee. Each academic department will establish its committee, formed by three (3) full-time faculty members from the department, who will not aspire to the position. The members of said Committee will be elected by the direct vote of the faculty of the department. The Committee will be elected for a variable term and will be dissolved upon delivery of its recommendation. Departments with few faculty members may establish alternative methods for the selection of their director candidates. The tasks of this Committee will be to establish the selection criteria based on the current normative and institutional policy documents, interview the candidates, and submit to the division dean or the dean of academic affairs, as appropriate, a narrative report indicating and justifying the order of recommendation of the candidates. The Committee's recommendations will guide the main executive, who is empowered to make the final appointment decision.

PART II

The faculty

2.1 Definition of Faculty

For the purposes of this H*andbook,* faculty is defined as the personnel hired to serve full-time in the teaching and academic advising of students. Other tasks that the faculty may be engaged in include research and administrative assignments.

The full-time faculty is made up of professors who have an academic rank granted by the University and professors without rank who are conferred on an academic title.

Inter American University is the primary employer of its entire full-time faculty. Any other paid task carried out by a teacher must have the express consent of the Institution.

Full-time professional librarians are considered non-teaching administrative faculty. Some of the professional librarians at Inter American University hold an academic rank. Although they have faculty rank, they are not part of the teaching staff and are not eligible for tenure nor are they governed by the rules and procedures of this *Handbook*. The standards and procedures that apply to these professional librarians can be found in the *Manual of Administrative Norms for Non-Teaching Personnel*.

The rules and procedures of this *Handbook* do not apply to part-time faculty members or adjunct or affiliated members of Inter American University. The rules and procedures applicable to the part-time faculty can be found in the *Part-time Faculty Handbook*.

2.2 The Faculty with Academic Rank

A ranked faculty member is a full-time employee of Inter American University who holds one of the following four academic ranks: Instructor, Assistant Professor, Associate Professor, or Professor. This faculty member meets the following requirements:

a. Has a full-time teaching load or teaching and other duties (i.e., research and/or administrative assignments) that are equivalent to a full teaching load.

b. Fulfills the duties and responsibilities of a faculty member as noted in Part III, *Duties of the Faculty*.

c. Meets or exceeds the criteria for academic rank held as detailed in the *Instructor*, *Assistant Professor*, *Associate Professor,* and *Professor sections*. In the case of the School of Law and the School of Optometry, the professional degrees of Juris Doctor (JD) and Doctor of Optometry (OD) are accepted as doctoral degrees for assigning academic ranks.

2.2.1 Instructor

To hold the rank of Instructor, the faculty member must meet the following requirements:

a. Hold a master's or professional degree, or its equivalent, in the subject taught. These degrees will have been conferred by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree was obtained at an institution located in a geographic area not served by the accrediting bodies or associations of the United States, the institution must be of recognized academic reputation.

2.2.2 Assistant Professor

To hold the rank of Assistant Professor, the faculty member must meet at least one of the requirements presented in subsections a, b, or c and will also comply with the requirement indicated in subsection d, as detailed below:

a. Hold a doctorate or a professional degree or its equivalent, in the subject taught or in fields related to the faculty member's academic discipline, provided that doing so does not affect the program's professional accreditation, where such accreditation requires a specific degree. These degrees will have been conferred by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree was obtained at an institution located in a geographic area not served by the accrediting bodies or associations of the United States, the institution must be of recognized academic reputation.

b. Hold a master's degree in the subject taught and a minimum of 18 additional credits towards a doctorate in the subject taught, or in fields related to the faculty member's academic discipline, provided that doing so does not affect the program's professional accreditation. These degrees will have been conferred by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree was obtained at an institution located in a geographic area not served by the accrediting bodies or

associations of the United States, the institution must be of recognized academic reputation; and at least two (2) years of teaching experience in a post-secondary institution accredited by local accrediting bodies or by a regional accrediting association in the United States or of recognized reputation in geographical areas not served by such bodies or associations.

The minimum of 18 additional credits toward the doctoral degree must be documented through an official transcript issued by the institution. If the individual transferred from one university to another to continue the doctoral program, the transcript must reflect that the previously completed credits have been accepted and recognized by the institution in which the individual is currently enrolled.

c. Hold a master's degree in the discipline they teach from an institution of recognized academic standing, and have at least three (3) years of teaching experience at a postsecondary institution accredited by local accrediting bodies, by a regional accrediting association in the United States, or by an institution of recognized academic standing in geographic regions not served by the aforementioned accrediting bodies or associations.

d. Meet the institutional evaluation criteria and the corresponding campus-specific requirements for appointments to the rank of Assistant Professor.

2.2.3 Associate Professor

To hold the rank of Associate Professor, the faculty member must meet one of the following requirements in items a, b, or c; and will comply with the requirement indicated in subsection d:

a. Hold an earned doctoral degree, a professional degree, or its equivalent in the discipline they teach or in a field related to their academic discipline, provided that doing so does not adversely affect the professional accreditation of the academic program, where applicable. Such degree must have been awarded by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree was earned from an institution located in a geographic region not served by accrediting bodies or regional accrediting associations in the United States, the institution must be of recognized academic standing.

The faculty member must have a minimum of two (2) years of teaching experience at the rank of Assistant Professor, Associate Professor, or Professor at a postsecondary institution accredited by local accrediting bodies or by a regional accrediting association in the United States.

b. Hold a master's degree in the discipline they teach and have successfully completed all coursework required for the doctoral degree in the discipline they teach or in a field related to their academic role, provided that doing so does not adversely affect the professional accreditation of the academic program, where applicable, with the exception of the dissertation defense; and have at least three (3) years of teaching experience (including a minimum of two (2) years at the rank of Assistant Professor, Associate Professor, or Professor) at a postsecondary institution accredited by local accrediting bodies, by a regional accrediting association in the United States, or by an institution of recognized academic standing in geographic regions not served by such accrediting bodies or associations.

c. Hold a master's degree in the discipline they teach and have completed a minimum of 30 additional graduate credits toward a doctoral degree in the discipline they teach or in a field related to their academic role, provided that doing so does not adversely affect the professional accreditation of the academic program, where applicable, at an institution of recognized academic standing; and have at least five (5) years of teaching experience (including a minimum of two (2) years at the rank of Assistant Professor, Associate Professor, or Professor) at a postsecondary institution accredited by local accrediting bodies, by a regional accrediting association in the United States, or by an institution of recognized academic standing in geographic regions not served by such accrediting bodies or associations.

   The minimum of 30 additional graduate credits toward the doctoral degree must be documented through an official academic transcript issued by the institution. If the candidate transferred from one university to another to continue doctoral studies, the transcript must reflect that the previously completed credits have been accepted for transfer and recognized by the institution in which the candidate is currently enrolled.

d. Meet the institutional evaluation criteria and the corresponding campus-specific requirements for appointment to the rank of Associate Professor.

2.2.4 Professor

To hold the rank of Professor, the faculty member must meet the following requirements:

a. Hold an earned doctoral degree, a professional degree, or its equivalent in the discipline they teach or in a field related to their academic discipline, provided that doing so does not adversely affect the professional accreditation of the academic program, where applicable. Such degree must have been awarded by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree was earned from an institution located in a geographic region not served by accrediting bodies or regional accrediting associations in the United States, the institution must be of recognized academic standing.

b. Hold not less than ten (10) years of teaching experience at the post-secondary level and four (4) years of teaching experience as a professor or associate professor at a post-secondary institution accredited by the local accrediting bodies or by a regional accrediting association in the United States or, failing that, an association of recognized reputation in geographic areas not served by the bodies or associations.

c. Provide proof of scholarship, academic leadership, and professional recognition inside and outside the University in the field of their specialty or of widely proven contribution in the creative arts, research, or both, as vehicles for generating new knowledge.

d. Comply with the institutional evaluation criteria and with the corresponding values in each campus for the rank of Professor.

2.3 Other Academic Titles

In addition to the traditional academic ranks, the University awards the academic titles of Visiting Lecturer, Visiting Professor, Distinguished Professor, or Distinguished Research Professor. These titles are awarded to professors who have served satisfactorily at another institution of higher education or who have rendered distinguished service that clearly indicates

their ability to contribute significantly to the academic progress of the University. Appointments with these titles are characterized by the following:

a. Faculty are not normally assigned duties other than those noted in the *Visiting Lecturer, Visiting Professor, Distinguished Professor, and Distinguished Research Professor sections.*

b. The faculty member meets or exceeds the criteria for the corresponding academic degree.

Titles are awarded as follows:

2.3.1 Visiting Lecturer

It is assigned to people who have or have had the rank of Assistant Professor, Associate Professor or Professor at another institution of higher education. These are appointed to teach and/or perform other duties at the University for a specific period, as agreed upon.
The University grants visiting lecturers the privileges normally accorded to ranked faculty. Visiting lecturers are appointed by the President after deciding with the corresponding teaching unit.

2.3.2 Visiting Professor

It is generally assigned to distinguished faculty members who hold or have held the rank of Associate Professor or Professor at another reputable institution of higher education; but it may also be awarded in exceptional circumstances to distinguished persons who have distinguished themselves in government service, private practice, business, or other significant activity. These are appointed to teach or perform other duties at the University for an agreed period.

The University recognizes the academic standing of visiting professors and grants them the same privileges normally ascribed to ranked faculty. Visiting professors are appointed by the President after completing the necessary arrangements with the corresponding teaching unit.

Any supplementary benefit must be agreed prior to the appointment.

2.3.3 Distinguished Professor

It is usually assigned to faculty members who have rendered notable and recognized service to the University or other institutions of higher education and who have served with distinction in other facets of society. These must clearly demonstrate the ability to contribute significantly to the academic progress of the University.

They are appointed to teach and/or to perform other tasks at the University. Distinguished Professors selected from the University's faculty retain their privileges as ranked faculty; Appointees from other institutions are accorded the privileges normally accorded to ranked faculty.

Distinguished professors are appointed by the President, after making the required arrangements with the corresponding teaching unit.

2.3.4 Distinguished Research Professor

The President will designate the Distinguished Research Professor, upon recommendation of the chief executive of the corresponding teaching unit.

These candidates will be people from the university community or from the external community, with a proven professional reputation and vast experience in the field of research, who enjoy leadership and expertise in the discipline in which they will develop their research work, as defined. clearly in your contract with the Institution.

The University grants you the same privileges that faculty with academic rank normally receive.
Any supplementary benefit must be agreed prior to the appointment.

2.4 Other Professional Titles

Inter American University may grant four other professional degrees in the circumstances explained below:

2.4.1 Professor Emeritus

It is assigned to associate professors or to professors who have limited or terminated their responsibilities as faculty members for valid reasons (i.e., retirement or illness), after ten or more years of distinguished service to the University. The President, with the approval of the Board of Trustees, appoints the Professor Emeritus, following the recommendation of the main executive of the corresponding unit and its Committee for Promotions, Tenure and Changes in Contracts.

The name of the Professor Emeritus is recorded with this title in the *General Catalog* during the term of his life. The Professor Emeritus enjoys free access to all educational and cultural events sponsored by the Institution and may freely use the resources of its educational centers, as well as other facilities for research or intellectual creation.

This title does not carry any compensation, unless, by mutual agreement between the academic department, the chief executive of the corresponding unit and the professor, a temporary part-time or full-time contract is offered to the professor to teach or perform other duties. In such cases, the fringe benefits, if any, are outlined in the contract.

2.4.2 Affiliate Professor

It is vested in a faculty member who has an appointment at another institution, but who, under authorized arrangements, is responsible for teaching and assigning grades to Inter American University students who enroll for credit in specified courses at the institution in question. which the affiliated professor has his appointment. Such faculty members do not hold rank at Inter American University, nor are they appointed by it, nor do they receive compensation from it.

2.4.3 Honorary Professor

It is assigned to ranked professors who have completed their full-time responsibilities after ten or more years of service to the University. The President will designate the honorary professor, upon recommendation of the main executive of the corresponding teaching unit.

The honorary professor enjoys free access to all educational and cultural events sponsored by the Institution and may also freely use the resources of its educational centers, as well as other facilities for research or intellectual creation.

This title carries with it some benefits of the faculty with a full-time rank, such as coverage of the University's medical plan, as well as other benefits contemplated in the *Part-time Faculty Handbook*. While holding this title, the honorary professor maintains a contract as a part-time faculty or a temporary contract to perform other teaching-related duties. In such cases, the benefits that apply are indicated in the contract.

2.4.4 Chancellor, Dean of Law or Dean of Optometry Emeritus

It is assigned to Chancellors, Deans of Law or Optometry who have terminated their responsibilities in such position for valid reasons, after fifteen years or more of distinguished service and who enjoy prestige in the university community. The President, with the approval of the Board of Trustees, will appoint the Chancellor or Dean Emeritus.

The name of the Chancellor or Dean Emeritus will be recorded with this title in the General Catalog during the term of his life. The Chancellor or Dean Emeritus will enjoy free access to all educational and cultural events sponsored by the Institution and may freely use the resources of their educational centers, as well as other facilities for research or intellectual creation.

This title does not entail any compensation, except for the coverage of the faculty medical plan.

If the Chancellor or Dean returns to the full-time faculty position, he will enjoy all the fringe benefits of the faculty. If you do not return to the teaching position to which you are entitled, by mutual agreement between the President or the main executive of the corresponding unit and the professor, you may be offered a temporary part-time or full-time contract to teach or perform other duties. . In such cases, the fringe benefits, if any, are outlined in the contract.

2.5 Recognition of Academic Ranks from Other Higher Education Institutions

A professor who holds an academic rank in another recognized university institution must request, at the time of his hiring, that recognition of said rank be considered. If you do not do so at that time, you must follow the promotion procedures established in this document.

2.6 Appointment of Faculty with Ranking in Full-Time Administrative Positions

Ranking faculty members may be appointed to full-time administrative positions without losing their rank. A faculty member with a rank and probationary or permanent contract may be placed on administrative leave at the rank held at the time the license was issued. While on administrative leave, you are eligible for advancement in rank, tenure, and sabbatical leave, if you perform some teaching duties as part of your regular duty. Except for the exceptions indicated above, faculty members with a rank on administrative leave are subject to the provisions, procedures, and standards of *the Administrative Standards Manual for Non-Teaching Personnel* and not to those of this *Faculty Handbook*.

2.7 Appointments of Administrative Employees as Ranking Faculty

Administrative employees who meet the requirements may be granted academic rank, either at the time of their appointment or subsequently.

Administrative employees who qualify to be part of the faculty with rank, in accordance with the criteria set forth in the *Faculty with Academic Rank section,* could be considered for rank granting in accordance with the rules and procedures set forth in Part V, section *Appointments of Ranking Faculty,* either at the time of their first administrative appointment or thereafter. If the administrative officer is appointed with a probationary or permanent contract, he or she will be granted a license to perform that function and will be covered by the provisions of the *Appointment of Ranking Faculty in Full-Time Administrative Positions section*.

2.8 Academic-Administrative Employees

University employees appointed to the positions of President, Vice President of Academic and Student Affairs, chancellors or deans of the School of Law or School of Optometry and their deans of academic affairs or associate deans of academic affairs, division deans and Department directors must qualify for an academic rank and possess or obtain it at Inter American University.

2.9 Administrative Employees with Academic Rank who Cease their Administrative Functions

Administrative employees with academic rank at this University, who are not on administrative leave because they did not have a probationary or permanent contract before occupying the administrative position, can move on to occupy a teaching position when their administrative functions cease. In these cases, they will be awarded a probationary contract.

The years of service to the University in administrative functions will be considered for credit towards tenure. In these cases, the credit granted will not exceed three years. The Vice President of Academic and Student Affairs will determine the credit to be granted and will certify it at the time the employee signs his first probationary contract with the University. Said certification shall be included in the employee's personal file.

2.10 Part-time Teaching by Administrative Employees with Faculty Rank

Administrative employees who have academic rank in the faculty may teach up to six (6) credits per part, with the permission of their immediate supervisor. If the class is offered during normal business hours (from 8:00 am to 5:00 pm Monday through Friday, inclusive), they do not receive compensation for it. If the class is offered outside of the listed hours, they are compensated according to the part-time faculty salary scale corresponding to their rank and qualifications.

2.11 Determination of Degree Equivalences

The Vice President of Academic and Student Affairs determines and certifies degree equivalencies. A copy of this certification must appear in the personal file of the corresponding faculty member.

2.12 Exceptions

Only the President, in the best interest of the Institution, can make exceptions to the criteria.

PART III

Faculty Duties

3.1 Professional Ethics

Integrity is a principle that permeates all activities of the University and is a guide of conduct for professors, students, and administrative staff. In the specific case of professors, academic integrity is the exercise of executing academic activities in an honest, truthful, and responsible manner. Academic integrity is the commitment not to engage in or tolerate acts of forgery, misrepresentation, or deception. Such acts of dishonesty violate the fundamental ethical principles of the university community.

The faculty of the Inter American University is expected to behave, both inside and outside of it, in accordance with the moral and ethical values that exalt the Institution and the profession. The members of the University Faculty enjoy a special status in their communities which, in turn, imposes special obligations on them. Consequently, they must always be precise in their expressions. When expressing their opinions, they must exercise moderation, show respect for the opinion of others, and clearly indicate that they are not spokespersons for Inter American University. The University is committed to solving problems and controversies through rational discussion and expects the same commitment from faculty members.

The Inter American University of Puerto Rico endorses the Statement of Professional Ethics of the American Association of University Professors cited below. Although no set of rules or code can supplant the integrity of an academic, Inter American University hopes that its faculty members will strive to make these recognized standards of the profession an integral part of their professional and personal lives. The statement is reproduced below:

I. The teacher, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities that fall on him. His primary responsibility towards the discipline he teaches is to seek and declare the truth as he perceives it. To this end, he devotes his energies to developing and improving his academic competence. Accepts the obligation to exercise self-discipline and critical judgment in the use, extension, and transmission of knowledge. Practice intellectual honesty. Although you may pursue secondary interests, these should never seriously encumber or compromise your freedom to inquire.

II. As a teacher, each professor encourages the free search for knowledge in his students. He presents them with the best academic standards

of their discipline. Demonstrates respect for the student as an individual and ascribes to his or her appropriate role as an intellectual guide and advisor. He makes reasonable efforts to encourage honest academic conduct and to ensure that his evaluation of his students reflects their true worth. Respect the confidential nature of the teacher-student relationship. You avoid all manipulation of students for personal gain and acknowledge the significant help they can provide you. Protects the academic freedom of the student.

III. As a colleague, the professor has obligations that flow from his common association in the community of scholars. It respects and defends the free inquiry of its associates. In the exchange of criticism and ideas, show due respect for the opinions of others. You acknowledge your academic limitations and strive to be objective in the professional judgment of your colleagues. Accepts the part of the responsibility that the faculty has for the government of its institution.

IV. As a member of his institution, the professor strives above all to be a scholar and a good teacher. Although he observes the rules of the institution, if they do not contravene academic freedom, he maintains his right to criticize them and seek their revision. When considering interruption or termination of your services, you acknowledge the effect of your decision on the institution's programs and give due notice of your intentions.

V. As a member of his community, the teacher has the rights and obligations of every citizen. He measures the urgency of these obligations considering his responsibility to his discipline, his students, his profession, and his institution. When you act or speak as a private person, avoid giving the impression that you are speaking or acting for your college or university. As a citizen engaged in a profession whose health and integrity depend on his freedom, the professor has a special obligation to promote the conditions of free examination and the public understanding of academic freedom.

3.2 Teaching

The Inter American University recognizes that the intellectual development of its students is the primary responsibility of its faculty members**.** This responsibility is fulfilled through teaching and academic advising. Every faculty member is expected to strive for excellence in the classroom. Excellence in teaching requires that faculty members demonstrate mastery of their discipline, remain current with developments in their field, incorporate assessment activities in accordance with the assessment plan established by their academic department or program, carefully select instructional strategies that are appropriate for the courses they teach and that promote

student learning, communicate course content effectively, encourage student inquiry, and address differing viewpoints openly, honestly, and respectfully. At the beginning of each class session, faculty members are expected to be fully prepared to teach. This expectation presumes that they have devoted adequate time to studying the subject matter to be presented and to planning the instructional strategies appropriate for its delivery.

In addition, faculty members are expected to be professionally prepared to teach through the various instructional modalities offered by the University. Such preparation is essential to meeting the diverse instructional needs of academic departments and to ensuring continuity of instruction during emergencies. Faculty members shall be trained or be willing to participate in training or retraining provided through their academic unit's professional development plan, to adapt their teaching activities to educational conditions that may arise as a result of force majeure or other extraordinary circumstances requiring sudden changes in instructional delivery, thereby ensuring the continued quality of the educational process.

3.3 Load of Full Time Faculty

The regular work year for a full-time faculty member may vary depending on the academic calendar in effect at the campus where the faculty member teaches. Under a semester calendar, the regular work year consists of two semesters; under a trimester calendar, it consists of three academic terms. Summer sessions and intensive sessions are not considered part of the regular work year, which extends from the registration period for the first academic term through commencement exercises. Full-time faculty members are expected to be available throughout the regular work year.

During the regular work year, full-time faculty members teaching at the undergraduate level shall carry a minimum teaching load of thirty (30) credit hours per academic year. Faculty members teaching at the master's or doctoral level shall carry a teaching load equivalent to 30 undergraduate credit hours during the regular work year. Full-time faculty members may teach courses at more than one academic level.

The regular teaching load may be reduced, increased through a teaching overload, supplemented with additional compensation, or adjusted through any combination of these arrangements, by mutual agreement between the faculty member and the authorized administrator. Such adjustments may be made to accommodate additional academic, research, or quasi-administrative responsibilities that exceed those normally expected of faculty members as part of their service to the Institution. Academic directors or faculty members who perform additional administrative duties and receive compensation for those responsibilities may be granted a reduced teaching load to conduct research as part of their regular workload. Alternatively, they may be assigned a teaching overload to teach courses, conduct research,

perform additional administrative duties, or any combination thereof, up to a maximum of four (4) credit hours. The Dean of Academic Affairs, or the authorized administrator, shall evaluate the academic needs of the unit in consultation with the academic directors, taking into consideration the faculty member's responsibilities, and shall submit a recommendation to the chief executive officer. In doing so, the Dean shall ensure that the quality of instruction and the other services to which the Institution is committed are maintained. Such arrangements may be approved only if they do not conflict with the responsibilities associated with the faculty member's reduced teaching load, teaching overload, or other assigned duties, and provided that the faculty member's employment contract does not specify otherwise.

In the Faculty of Law, the teaching load is in harmony with the parameters established by the "American *Bar Association"*. In the School of Optometry, the annual load will be 24 credit hours, including teaching, clinical and research responsibilities, and community service.

Similarly, the academic load may be reduced, by mutual agreement with the Chief Executive of the Unit, for members of the faculty who wish to pursue graduate studies. The reduction will be equivalent to the number of credits on which you enroll, up to a maximum of nine credits per semester.

Normally, the loads are divided equally between the two regular parts (August to December and January to May). The load consists of classroom lecture hours and may include time spent in laboratories or other assignments, whether academic, research, or quasi-administrative. For purposes of the professor's load, the lecture hours are calculated as equivalent to the credit hours of the course, and the load for laboratories and other assignments, such as supervised practices, internships, theses, and quasi-administrative assignments, is that established by the policies of the University.

3.3.1 Preparations

The assignment of courses to a faculty member will be based on the academic credentials, discipline, specialization, expertise, or experience of the professor to offer them. The number of preparations assigned to a faculty member who teaches undergraduate or graduate courses could normally amount to three (3) for each term or combination of concurrent terms, in accordance with the calendar system that conforms to the regular work year. In special circumstances, especially in response to curricular and student needs, an academic department director or his counterpart may authorize, after consultation with the affected faculty member, the assignment of more than three preparations per term. In assigning the academic load in any term, the full-time faculty must have priority over any part-time faculty member to offer the courses

of their department, as well as the available sections of the same course. In addition, the Academic Director may assign General Education and major courses to full-time faculty members until it becomes necessary to assign the remaining courses or sections to part-time faculty members.

The assignment of preparations in the School of Law is done in accordance with the norms of the *American Bar Association*.

3.3.2 Overload

When justified by an institutional need, a Department Chair may authorize teaching overload. Full-time faculty members shall be given priority over part-time faculty members for the assignment of additional courses, up to a maximum of six (6) credit hours, provided they hold the academic qualifications or professional experience required to teach those courses. In authorizing a teaching overload, the Department Chair shall take into consideration that an increase in teaching hours also results in an increase in the number of students assigned to the faculty member. This, in turn, increases the faculty member's workload in all aspects of the student-faculty relationship, as well as the faculty member's responsibilities to the University. Excessive teaching overload may adversely affect the quality of instruction and the other services the University is committed to providing.

Under special circumstances, such as difficulty in recruiting qualified faculty, course sections for which no instructors are available, the redistribution of courses due to unforeseen circumstances, or other similar situations, a Department Chair may assign up to 21 credit hours to a full-time faculty member during each academic term. The Department Chair is responsible for consulting with the Dean of Academic Affairs to ensure that said faculty member does not have scheduling or workload conflicts with other assignments. Exceptions to this policy shall be submitted to the Dean of Academic Affairs for approval. The Dean shall, in turn, submit a written report of such cases to the Vice President for Academic and Student Affairs through the Chancellor during the month of November for the first academic term and during the month of April for the second academic term. Under no circumstances shall a faculty member be assigned more than 24 credit hours in a single academic term.

A faculty member whose teaching load has been reduced to perform other assigned duties and who receives additional compensation for those duties is not eligible for an overload assignment. Exceptions to this policy may be authorized in writing by the Chancellor of the academic unit, provided that such assignments do not conflict with

the responsibilities associated with the released time or unless the contract specifying the faculty member's duties expressly provides otherwise.

3.3.3 Faculty Absences and Class Make-up

Faculty members should notify their department chair in advance, whenever possible, when they are unable to teach their classes. In the event of an emergency or illness that makes advance notification impossible, faculty members should notify their department chair as soon as possible and no later than three days after the emergency arises or the start of the investigation. illness. When a faculty member does not teach his classes, he has the obligation to look for alternatives for their replacement and to inform his supervisor of the way in which the course material is replaced.

3.3.4 Availability of Faculty and Academic Counseling

The full-time faculty is expected to be totally dedicated to Inter American University and the students they teach. One of the most important aspects of this commitment is that of academic advising. Every student should have ample opportunity to consult with faculty members. Special attention is given to student counseling during course selection, enrollment, and exam periods.

Helping students realize their personal and professional potential is implicit in Inter American University's mission statement. Because of this, the University emphasizes the involvement of faculty members in the academic advising of students. Faculty must be available to offer this help to students.

As Inter American University provides other specialized guidance and career counseling services to assist students, the faculty must focus its efforts on its unique role as academic counselor, which generally takes the following four ways:

a. Orientation of students regarding their work in classes by the faculty member.

b. Departmental orientation in the discipline in which students do their main concentration. The idea is to help them set their academic and career goals, as well as understand and meet the University's graduation and concentration requirements. In this orientation, the elective subjects can be planned so that they coincide with the personal objectives and with the student's career.

c. Recognition of the student's need for professional help with problems of personal nature or resulting from deficiencies in academic skills and refer the student to the office or appropriate persons where necessary assistance may be obtained.

d. Commitment to collaborate with retention efforts and other student support initiatives promoted by the University.

To meet this need, full-time faculty members are required to set aside for the purposes of academic advising or related matters, a minimum number of office hours per week, equal to one hour for every three credits taught, distributed according to what is most convenient for the students.

Faculty members will inform their students of the hours and the office where they will offer these services.

For online courses, in addition to the communication tools provided through the learning platform, faculty members shall inform students of the way academic advising and consultation will be provided. This may be accomplished through one or more of the following methods: holding virtual office hours at scheduled times, arranging individual appointments with students in a virtual meeting room, or maintaining written communication through the University's official email system. Faculty members should also provide an institutional telephone number or, alternatively, another approved means by which students may contact them.

Of the total office hours corresponding to the academic load of the professor, 1.5 hours will be reduced for the professor who occupies a senator's seat.

3.3.5 Course Content

Except in courses that usually consist of multiple sections whose content is determined by departmental committees, the professor is responsible for planning and presenting the course material in accordance with the Catalog description. It is also responsible for complying with the objectives of the course and its requirements as established by the institutional committee for curriculum review and for making them known to the students; to submit to the director of the department a syllabus of the course before the start of classes; to select and order texts and supplementary material; of informing the librarian of the list of books that must be put on reserve and of the necessary audiovisual material and, finally, of preparing, administering and grade tests and examinations and assign grades.

3.3.6 Preparation of the Syllabus

All professors must prepare and update the syllabus for each course they teach, in accordance with the Guidelines for the Review and Evaluation of Single and Shared Academic Programs of the Inter American University of Puerto Rico.

For multi-section courses, the faculty of the discipline in question may develop a syllabus for use by all faculty members who teach the various sections of those courses.
Department directors must have syllabi on file for all courses taught in their departments and must submit copies to their deans of academic affairs.

3.3.7 Orientation in the Courses

At the beginning of each academic term, the faculty must deliver the appropriate syllabus of the printed or digital course to the students with the following information:

a. Description of the course according to current catalogs

b. Course content

c. Objectives of the course and benefits derived from it

d. Learning activities to achieve objectives

e. Complete course requirements, including manuals and other required materials, number and nature of reports required, required course book or journal, bibliography and required readings, type and number of quizzes and tests or other assessment instruments to be administered

f. Method to determine the final grade and the value assigned to each of the course requirements

The student will receive or have available at or before the first two meetings of each academic term a syllabus in printed or digital format presented by the course professor, according to the official means available. The records will be governed by the Institutional Guidelines for the preparation of the Record.

3.3.8 Learning Assessment

Inter American University requires that all students enrolled in credit-bearing courses be given at least a mid-term grade and

evaluation, as indicated on the academic calendar, and a final exam or equivalent evaluation. Other tests or evaluation instruments must also be administered before the middle of the semester so that the student knows his academic progress in each course.

3.3.9 Final Exam or Equivalent Evaluations

Final exams or equivalent evaluations, such as portfolios, reflective journals, presentations, etc. are carried out at the end of each academic term in accordance with the program that is published. To take an exam or an equivalent evaluation, the authorization of the division dean or dean of academic affairs of the unit is required.

3.3.10 Information to Students about Assessment

Faculty members must make test scores, exams, essays, and other assessment instruments available to students within a reasonable time, preferably no later than two weeks after the date they were offered. Students have the right to examine these evaluation instruments and present any claim related to grades up to six months after the corresponding official grade report.

3.3.11 Recording of Student Attendance and Grades

Faculty members are responsible for entering course grading criteria into the official electronic gradebook available through Interweb within the established deadlines. If a student has ceased attending classes, the faculty member shall record a grade of "UW" in the electronic gradebook, together with the date on which the student last attended a face-to-face class or last participated in an academic activity in an online course, in accordance with institutional policy.

Faculty members shall enter all grades, including final grades, into the official electronic gradebook. Because students may add, drop, or change courses or sections during the first days of each academic term, the official class roster may not accurately reflect the students who are ultimately enrolled. To correct such discrepancies and ensure the timely and accurate submission of final grades, faculty members are responsible for verifying the enrollment lists in the electronic class rosters for the courses they teach. Any discrepancies shall be reported to the Registrar. The deadline for submitting final grades through the official electronic gradebook shall be published in the academic-administrative calendar for each academic term and in the University's official bulletins.

3.3.12 Deadlines

Each member of the faculty is responsible for meeting the dates established for submitting grades and the corresponding administrative annotations, requisitioning books, reserving, or requesting the materials they need, and submitting the reports required by the department director or his equivalent.

3.3.13 Educational Material Recommendations

The faculty has the primary responsibility for maintaining the quality of the collections, as librarians depend on its recommendations for the acquisition of educational materials in the fields of their specialties. Faculty members serve on educational resource committees that, in conjunction with the librarian(s), make decisions regarding priorities for Information Access Centers and book acquisitions. Faculty members are expected to become familiar with the Information Access Center in the unit where they teach so that they can take full advantage of the services it offers them and their students.

3.3.14 Textbooks, Electronic, Audiovisual and Laboratory Materials

Faculty members are responsible for making recommendations for the purchase of textbooks, laboratory materials, and other educational items needed by students in their classes to meet course requirements.

In most cases, faculty members are free to use the books and electronic and audiovisual materials of their choice in the classes they teach. However, in some cases, books and materials are prescribed for certain courses taught throughout the university system or for other multi-section courses. The faculty teaching the course in each unit may select the textbook for the purpose of ensuring some degree of uniformity in the core subject matter of the course.

3.3.15 Manuals and Laboratory Materials

Faculty members should consult with department directors to ascertain their responsibility regarding new orders for manuals and laboratory materials and the advance time needed to ensure delivery on the dates they are needed.

3.4 Assignments Outside the University

With the prior consent of the affected faculty member, the President of the University may, in circumstances that justify it, assign members of the University faculty to carry out special assignments in other institutions, both in Puerto Rico and abroad. Faculty members who receive such an assignment are relieved of their teaching, research, or administrative duties during the period of the special assignment but continue to receive compensation that corresponds to their rank, experience, and preparation. Upon completion of such special assignment, the faculty member is reinstated to his previous position or to one equally satisfactory to him. Time spent on these special assignments counts toward promotion, tenure, and/or sabbatical leave.

A faculty member on special assignment may receive additional compensation from other sources for work rendered, subject to the approval of the President of the University.

3.5 Extramural Employment and/or Business Interests

The University encourages its faculty members to engage in research, consulting, and project work that promote their professional growth and development and contribute to enhancing the image of the University. To ensure academic effectiveness, however, the University has a legitimate right to learn about such work and the activities of its faculty outside the University. All full-time faculty members must notify their department chair at the time of their first contract and at the beginning of each academic year of any paid work they have accepted outside the University. This information must be provided while the faculty member maintains a contract with the University. The University reserves the right to require said member to present additional information about activities outside the Institution and the right to make any necessary investigation to ensure that such activities do not adversely affect the fulfillment of the institutional duties of the faculty member. A faculty member engaged in extramural activities, as explained in this section, must not spend more than the equivalent of one working day per week in such activities without the written authorization of the President of the University or his delegate. Full-time employment at another institution is strictly prohibited.

The directors of the departments, together with the other employees of the academic area of the units, are responsible for seeing that the extramural activities of the faculty members they supervise do not affect their academic effectiveness. In the Faculty of Law and the School of Optometry, this responsibility falls on the Dean, together with that of maintaining the criteria set forth by the corresponding accrediting professional associations with respect to private practice and other forms of extramural work by the faculty full-time. of those schools.

3.6 Identification Card

Faculty members must always carry them in a visible place while on the University premises, the duly validated card that identifies them as faculty members.

3.7 Compliance with Faculty Regulations

The responsibility to comply with the regulations of the faculty is evident. The material in this *Faculty Handbook* is intended to enhance freedom, stimulate enthusiasm, and promote dedication and loyalty to the Institution.

3.8 The Faculty as Advisor of a Student Organization

The voluntary participation of a faculty member in the orientation and counseling of a student organization is an important element in support of extracurricular student services.

The Advisor of a student organization must:

1. Be a full-time university professor.

2. Be familiar with the General Student Regulations, in particular Chapter III, Article III, which concerns student organizations.

3. Be knowledgeable of the regulations or constitution of the organization, the goals, objectives, work plan, and activities in which they participate and encourage the organization members to participate.

4. Sign and authorize accreditation documents and other official documents.

5. Attend the official activities of the organizations, such as training workshops and regular meetings.

6. Oversee the board election meeting and initiation of the student organization.

7. Supervise the content that will be published in any media.

8. Advise the organization's board in the drafting of the work plan and the annual report.

PART IV

Rights of the Faculty

4.1 Academic Freedom

Inter American University of Puerto Rico is guided by the ideal that all members of its faculty, whether permanent or not, have the right to academic freedom; as established in *the Declaration of Principles of Academic Freedom and Tenure* of 1940, formulated jointly by the American Association of University Professors and the Association of American Colleges. The following excerpt from that statement defines what is meant by academic freedom:

a. Higher education institutions operate for the common good and do not advance the interests of the individual teacher or the institution. The common good depends on the free search for truth and its free exposure.

b. Academic freedom is essential for these purposes and applies to both teaching and research. Freedom in investigation is essential to advance the truth. Academic freedom in teaching is essential to protect the rights of the professor in teaching, as well as the freedom of the student in their learning. Academic freedom entails obligations correlative to its rights.

c. The professor has the right to full freedom in the investigation and publication of the results, subject to the adequate performance of his other academic duties; but the investigation with monetary compensation must be based on an understanding with the authorities of the institution.

d. The professor has the right to academic freedom to discuss the subject in the classroom but must be careful not to introduce unrelated controversial issues while teaching.

e. The college or university professor is a citizen, an academic professional and an official of an educational institution. When one speaks or writes as a citizen, one must be free from all censorship or institutional discipline, but the special position in the community imposes special obligations. As an academic and educational official, one must remember that the public can judge the profession and the institution by our expressions. Therefore, one must be accurate at all times, exercise caution in one's expressions, show respect for the

opinions of others, and make every effort to indicate that one is not an institutional spokesperson.

The privileges listed above should not be construed as a license for the teacher to use the classroom for proselytizing purposes or discriminatory expressions on the basis of race, color, religion, sex, national origin, disability, age, marital status, political affiliation, or any other protected classification under the provisions of Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and any other laws or applicable state or federal regulations.

4.2 Procedure for Processing Complaints

When a faculty member understands that the rights and prerogatives recognized in this *Handbook* have been violated, they can file a complaint following the procedure detailed below:

The faculty member will submit their complaint in writing to the dean of academic affairs of the teaching unit, detailing all the facts on which their complaint is based and attaching any evidence that supports their claim. The dean of academic affairs will evaluate the complaint presented by the faculty member to determine its merits and must:

a. provide a solution to the matter through conciliation or dialogue with the affected faculty member or

b. will offer a written answer to the faculty member notifying the decision regarding the merits of the complaint and the actions, if any, to be taken regarding the complaint presented.

If the affected faculty member is not satisfied with the decision made by the dean of academic affairs, they may appeal it before the Appeals Committee of the Faculty of their teaching unit. To do this, the faculty member must submit a written appeal, no later than fifteen working days after receiving the decision from the academic affairs dean.

The appeal must set forth in detail all the reasons why the faculty member differs from the decision made by the dean of academic affairs of the corrective actions proposed by the latter. The appeal must be accompanied by any document that, in the opinion of the faculty member, is relevant for the purpose of considering the merits of the appeal. A copy of the decision made by the dean of academic affairs must be included and at the same time, sent with the appeal to the Faculty Appeals Committee. The dean of academic affairs will submit in writing to the committee the information that, in his opinion, should be considered by said committee when evaluating the merits of the appeal.

The committee will act on the appeal with the information presented with it or may require additional information deemed necessary and may even hold a hearing for the purpose of receiving such information. After evaluating the appeal considering the information available, the committee will provide a written decision on the merits of the appeal within 45 business days. The committee will communicate its decision simultaneously, within a period of 20 working days, to the faculty member and the dean of academic affairs. Any of these may appeal to the committee's decision to the chief executive of the unit; this must be done in writing no later than fifteen days after the notification of the committee's decision.

The main executive of the unit will take into consideration the decision of the Faculty Appeals Committee and will issue a decision. The written decision of the main executive will be forwarded to the parties. If the faculty member is not satisfied with said decision, they may appeal directly to the president. The decision of the chief executive of the unit can only be reviewed by the president of the University.

4.3 Transfers

The University allows faculty members to transfer from one unit to another, in the following circumstances:

a. When a position of an appropriate nature exists in the unit to which the faculty member wishes to transfer. The appropriate nature refers to the discipline and requirements of the position, type of appointment (temporary, probationary, permanent), rank, and salary authorized for the position.

b. When the director of the department, the dean of academic affairs, and the main executive of the unit to which the faculty member requests the transfer, agree to it. If there is an appropriate position and requests from qualified candidates “external” to the Institution, preference will be given in the selection to the faculty member requesting the transfer.

c. The transfer is made at the time and in the manner that does not harm the program or course offerings in the respective units.

d. In case of changes or elimination of a teaching program or fiscal requirements in a unit and there are available positions in other units, the University will manage the transfer of the affected faculty members to another unit in common agreement with the professor as an option. to stay in the system.

4.4 Relocation

The University may contribute to the expenses of relocating to Puerto Rico faculty members recruited from outside the Island, as well as in cases in which active-duty faculty members of the University are required to relocate within Puerto Rico for the best interests of the Institution.

The President of the University authorizes the amount to be granted after evaluating each case individually.

4.5 Political Activity

As citizens, faculty members are free to engage in political activities, if these do not affect their service to the Institution, in accordance with the following rules:

Any faculty member who, during an election year, is the president of a political party or a certified candidate for an elective office, except for a representative in a municipal assembly, must take unpaid leave during the first semester of the academic year in which the elections are held. In case of being elected, if his contract was probationary or permanent, he will continue leave without pay during the second semester and until the end of the term of the position for which he was elected. If they have a temporary appointment, their decision to serve for the term for which they were elected may be interpreted as a resignation. If they present themselves as a candidate for a second term and are elected and their contract is probationary or permanent, this will be interpreted as a resignation to their position at the University.

With respect to other political activities, such as being a campaign or action group manager on behalf of a candidate or political controversy, the faculty member is expected to decide with his or her department chair to be granted time off or to apply for unpaid leave. In all cases, the request for leave or time off must be submitted in advance and in writing, to provide time for the due arrangements to be made so that another person can perform the institutional work that this member of the faculty will perform.

4.6 Right to Participate in Religious Services

Any employee or prospective employee who requires the need for religious accommodation must notify the University in writing, which will reasonably accommodate the regular work schedule of daily work to the religious practices of the individual.

Denial of an accommodation request is justified when the employee's or potential employee's request would result in an excessive difficulty for the University.

These accommodation arrangements will be subject to the procedures established for their implementation by the Department of Labor and Human Resources of the Commonwealth of Puerto Rico.

4.7 Licenses and Fringe Benefits

4.7.1 Ordinary Licenses

The full-time faculty is entitled to the following ordinary licenses upon meeting the stipulated conditions. The licenses granted specifically for the professional development of the faculty count for time of service to the University, but do not count for promotions, contract changes or tenure. Any exception to this rule must be approved by the President of the University.

4.7.1.1 Sick Leave

Full-time faculty accrue sick leave at the rate of 1 -1/2 days per month, or 18 days per year. Sick leave can be accumulated from year to year up to a maximum of 60 days. However, the excess of 60 days will be constituted in a reserve, which would be available in two situations: when the 60 working days do not equal 90 calendar days or when the current balance of sick leave does not reach 60 working days or 90 calendar days.

Sick leave is granted when a faculty member becomes ill or incapacitated and is therefore unable to attend classes. Absences charged to sick leave are not subtracted from the faculty member's compensation if the faculty member has accrued sick days to which they are entitled on their leave. If the illness extends beyond the number of accrued sick leave days, the probationary or permanent faculty member must request family medical leave or unpaid leave, in accordance with the regulations stipulated in this *Handbook*.

The University may require a medical opinion from doctors contracted by the University regarding the fitness of a faculty member who has been absent due to physical or mental illness, before being reinstated to his position.

4.7.1.2 Maternity Leave

Full-time University professors who are pregnant are entitled to maternity leave in accordance with applicable law. To benefit from the provisions of this legislation, the

teacher must present at the beginning of the eighth month of pregnancy a medical certificate indicating the expected day of delivery. Unit human resource directors can provide further guidance on the benefits and options available under this type of leave. If complications occur during pregnancy, the teacher in question may avail herself of accrued sick leave or family medical leave in accordance with the terms provided under these leaves. Teachers serving under substitute or temporary contracts are not covered by maternity or family medical leave after their contracts expire.

Adoptive mothers enjoy the benefits of this license. The request must include the resolution of the court granting adoption.

4.7.1.3 Judicial Leave

Judicial leave with pay is granted to those full-time faculty members who are summoned to appear before a Court of Justice or before an Administrative Agency. To request this license, the faculty member must deliver a copy of the citation received to the Human Resources Office and to the corresponding academic department director.

4.7.1.4 Special License

In the event of the death of a close relative (parents, spouse, children, brothers or sisters, grandparents, grandchildren, and in-laws), a faculty member is entitled to up to a maximum of three (3) days of special leave per year with pay for each idea. Unused special license will not be paid. This leave does not apply if the death occurs while the faculty member is using another type of leave. The license will be effective from the day of death, but will not apply on Saturdays, Sundays, or holidays, except if these days are part of a regular workday.

4.7.1.5 Additional Sick Leave Bank

The Additional Sick Leave Bank provides an additional accumulation of sick leave for an administrative and teaching employee who has been diagnosed and certified with a terminal health condition with a life expectancy of six (6) months to one (1) year. The leave will be granted and authorized by the Chief Executive of the Unit where

the employee works. Any employee who occupies an administrative or teaching position with a probationary or permanent contract who has been diagnosed and certified with a terminal health condition with an expectation of six (6) months to one (1) year will be eligible. The additional accrual for sickness will be granted after exhausting the balances of regular vacation and sick leave because of a terminal health condition and having the request duly approved by the Chief Executive of the Unit. The additional accrual due to sickness will be calculated using the sick leave balance up to five (5) years prior to the date on which the request is filed. The Director of Human Resources will oversee the administration of the leave document. The interested employee, family member or person authorized for this management must submit the duly completed application to the Human Resources Office with the following documents: application for Long-term Disability Insurance and certificate from the medical specialist who diagnosed the disease or health condition as terminal (with a life expectancy of six (6) months to one (1) year. The Director of Human Resources will process the request for Additional Sick Leave for the authorization of the main executive of the unit. The accumulation of additional sick leave will take place during the waiting time required for the employee to receive Long-Term Disability Insurance benefits.

4.7.1.6 Sick Leave to Attend to Situations of Illness, Treatment or Convalescence of Children, Spouses and Minors or Elderly or Disabled People under the Employee's Guardianship

Employees may use the accumulated days for sick leave up to a maximum of five (5) days and if they maintain a balance of five days, to attend to:

1. The care and attention due to illness of their sons or daughters, their spouse, their mother, or father;

2. The care and attention due to illness of minors, elderly people, or people with disabilities over whom they have custody or legal guardianship. For these cases, the employee will have to present the legal documentation that proves that he has the guardianship or custody of the minor or the elderly or disabled person in question.

4.7.1.7 Law on Special Leave for Employees with Serious Illnesses of a Catastrophic Nature

1. For the purposes of this license, the term employee refers to any person who earns financial remuneration because of a regular-time or temporary employment contract who has worked for a period exceeding twelve (12) months for his/her employer, and who works for an average of one hundred and thirty (130) hours per month during said period.

2. Serious Illness of a Catastrophic Nature is defined as that illness listed in the Special Coverage of the Puerto Rico Health Insurance Administration, as listed, from time to time, which currently includes the following serious illnesses: (1) Syndrome of Acquired Immune Deficiency (AIDS); (2) Tuberculosis; (3) Leprosy; (4) Lupus; (5) Cystic Fibrosis; (6) Cancer; (7) Hemophilia; (8) Aplastic Anemia; (9) Rheumatoid Arthritis; (10) Autism; (11) Post Organ Transplant; (12) Scleroderma; (13) Multiple Sclerosis; (14) Amyotrophic Lateral Sclerosis (ALS); and (15) Chronic Kidney Disease at levels 3, 4 and 5.

   Employees who suffer from a serious illness of a catastrophic nature may enjoy a Special Paid Leave of up to a maximum of six (6) annual working days in addition to the accrued sick leave.

   The use and enjoyment of this Special License is subject to the following terms:

   a. The employee must have exhausted his accrued sick leave to use this special leave. An employee may not be forced to take this special leave without first exhausting his sick leave.
   b. The six (6) annual days granted as special leave may be claimed by the employee once he has worked for a period of at least twelve (12) months. Once the employee completes twelve (12) months of employment at the University, he may enjoy the special leave established herein, until the end of the calendar year.

c. The six (6) annual days granted through this special license may be used in each calendar year and will not be cumulative or transferable to the following calendar year.
d. The use of this special leave will be considered time worked for purposes of accrual of all benefits as an employee.
e. At the request of the employee, the use of the six (6) annual days established in this license will be allowed through divided, flexible, or intermittent hours.

Medical Certifications: the employee will be required a medical certification, from the health professional who offers medical treatment for serious illnesses of a catastrophic nature, in which he certifies that he has been diagnosed with any of the serious illnesses of a catastrophic nature listed in the Special Coverage of the Health Insurance Administration and that he continues to receive medical treatment for said illness prior to the approval of the use of this special license.

4.7.2 Extraordinary Licenses

The President of the University may grant faculty members extraordinary licenses of the types indicated below and in accordance with the conditions specified in each case. No more than one license, extraordinary or regular, may be granted for the same period. The date of the most recent license may be a factor in the issuance of a subsequent license.

4.7.2.1 Sabbatical Leave

Eligible faculty members may be granted sabbatical leave so that they may enhance their academic credentials or professional competence through postdoctoral study, study for an advanced degree, or through a planned professional development program. Also, it may be granted to carry out research work, to be a lecturer/researcher or recipient of an award or scholarship from a recognized foundation. The granting of sabbatical leave is a privilege that is granted if the Institution can afford it and when it is in the best interests of the University, to promote the quality and competence of its faculty. If a professor is granted a sabbatical leave for the indicated purposes, the Inter

American University of Puerto Rico, through the Vice President of Academic and Student Affairs, will recognize and assign the years in which he was on sabbatical leave for purposes of salary and years of service, according to the scale established by the University.

4.7.2.1.1 Criteria

Sabbatical leave can be granted for a full academic year or for an academic semester. The minimum criteria that faculty members must meet to be eligible for sabbatical leave are:

a. Six (6) consecutive years of University service in a full-time teaching or related academic position not interrupted by furlough. Any exception to this rule must be approved by the President of the University.

b. Rank of Assistant Professor, Associate Professor or Professor

c. Permanent or probationary contract

Sabbatical leave is not granted solely because the faculty member has met the above criteria, but in consideration of the written proposal for study or other professional development activities that the faculty member submitted with his or her sabbatical application and in consideration to the benefits that such studies or development provide to the Institution.

4.7.2.1.2 Procedures

Eligible faculty members must request the sabbatical in writing, detailing their plans for the length of time they will be on leave and specifying the start and end dates of the leave they are requesting. Requests for sabbatical leave to begin in the second semester of any academic year must be submitted to the director of the interested party's department, no later than April of the previous academic year. Application for a sabbatical beginning in the first semester of the academic year must be submitted to the department director no later than November of the previous academic year.

The director of the department, the associate dean of academic affairs of the School of Law or the Dean of the School of Optometry, submits to the Committee of Sabbatical Leave and Scholarships of Studies of his unit, the applications for sabbatical leaves that he has received, together with the other necessary documents, and their recommendations, as well as a list of the comparative benefits that the proposed activity plans of the various members of the faculty will bring to the department or unit. The Sabbatical Leave and Scholarship Committee of each unit submits the sabbatical applications in order of priority to grant them based on the materials submitted for it and according to the informed opinion of the members of the Committee, an opinion that can be derived from the personal knowledge of the situation, as well as information received from other sources. The Committee's priority classification is submitted together with all the corresponding applications and documents.

Applications, documents, and recommendations pass through the hierarchy of academic employees to the Vice President for Academic, Student, and Systemic Planning. Each official can comment, support, or recommend that a request be rejected or that the priority assigned to it be changed. The Vice President of Academic, Student Affairs and Systemic Planning submit all applications, priorities, and other recommendations to the President, who decides which applicants are granted sabbaticals in accordance with the funds available for such licenses, the needs of the University and the benefits that are expected to result for the Institution.

The faculty on sabbatical leave will receive, either for one year or for one academic semester, the total salary to which they are entitled to receive, according to the salary scale in force at the time the leave begins. While on sabbatical leave, a faculty member may not accept paid work or perform activities that are not in accordance with the purposes for which sabbatical leave is granted, as indicated above, without prior authorization from the President of the University.

Faculty members who are granted the privilege of sabbatical leave must sign an agreement under the terms of which they promise to return to their faculty positions at the end of the granted leave to continue serving the

University for a term equivalent to two times the duration of the license.

Faculty members who fail to meet the conditions of this obligation may be required by the University to repay all compensation paid to them during the time they were on leave or a corresponding proportion of such compensation if they leave the University before serving. the term required after being reinstated in the Institution. The administration may require the signature of sureties for commitments before granting a sabbatical if it so wishes. The President may exempt faculty members from the obligation of service, if he finds that such action is in the best interests of the University. Faculty members on sabbatical leave may accept scholarships or financial aid from sources outside the University, if it does not affect their studies or professional development plans, but they must inform the President of such aid.

4.7.2.2 Study Leave

Licenses for studies with or without financial aid may be granted annually for up to a maximum of four (4) years, which depends on the course of study proposed by the interested party and approved by the University.

Study leaves with or without financial aid may be granted to faculty members who wish to continue formal study at a postgraduate level. These licenses are authorized based on the service that the University receives in exchange for it, the need there is for professors in certain disciplines and/or the fiscal situation of the Institution.

If a professor is granted a Study License, the Inter American University of Puerto Rico, through the Vice President of Academic, Student Affairs and Systemic Planning, will recognize and assign the years in which he was on study license for purposes of salary and years of service, according to the scale established by the University.

4.7.2.2.1 Criteria

Study licenses with or without financial aid may be granted to faculty members who meet the following criteria:

a. Temporary, probationary, or permanent appointments.

b. Two (2) years of previous, continuous, and satisfactory service to the University on a full-time basis. However, in cases where the granting of such a license helps resolve urgent faculty recruitment and credentialing issues, the President may waive the prior service requirement.

The main consideration for the granting of licenses for studies is the institutional improvement that results from increasing the preparation of the faculty in specific disciplines or in academic and professional programs offered by the University.

4.7.2.2.2 Procedures

Faculty members must submit their application for study leave to the department chair, and in the School of Law and School of Optometry, to the Associate Dean for Academic Affairs with proof of admission to the institution and program they expect. to study. It must include the costs to be considered to determine the amount that the Institution can grant them.
The amount of financial aid to be granted is determined in accordance with the expenses involved in carrying out the proposed study program, but it cannot exceed the maximum set by the President in harmony with the guidelines formulated by the Board of Trustees for such purposes. In determining this amount, the fact that the faculty member will not receive any salary will also be taken into consideration.

The disbursement of payment for study leave with financial aid will be made every six months after evidence of satisfactory academic progress.

During the term of the license, teachers will not accept remuneration for work rendered. Nor will they carry out other activities outside the objectives of the license, nor may such objectives be changed without the consent of the President.

Any faculty member who accepts a leave of absence for studies with financial aid signs an agreement with the University, under the terms of which he/she agrees to

return to serve the Institution for a period equivalent to twice the duration of the leave of absence for studies with financial aid or, failing that, will reimburse the Institution the total or proportional amount of financial aid, plus interest. If desired, the administration may require the signature of sureties of the faculty member's commitment before granting the license. If he does not comply with the terms of the service commitment, the University may initiate legal proceedings against him. The President may relieve the members of the faculty of this obligation if their services are not required during the year following the completion of the studies carried out. A faculty member may be considered relieved of all service commitments if the University does not require his or her re-entry within one year from the date the study leave ends. A faculty member on study leave with financial aid may accept scholarships and financial aid from sources outside the University if this does not affect his or her study plan but must notify the President of such aid. In the case of a teacher who is not eligible for a study license with financial aid, he must apply for a study license without financial aid.

4.7.2.3 Unpaid Leave

Full-time faculty members on probationary or permanent appointments may be granted leave without pay by the President to accept temporary employment as consultants, conduct research, or work as public servants or any other employment related to their profession, which redound to institutional benefit. They may also be granted unpaid leave for extended illness, military service, or other valid reasons.
In most cases, leave without pay may be granted for a period of up to two years. However, the President may authorize them for longer periods in special circumstances that do not adversely affect the interests of the University.

During the use of unpaid leave, the faculty member will be eligible to enjoy the fringe benefits offered by the University, if they pay the employer and employee contributions. If leave without pay is granted for studies of a terminal degree required by the University, the faculty member will have the right to continue receiving the benefits of the medical plan in accordance with the

current regulations of the Institution with respect to members of the full-time faculty.

4.7.2.4 Family Medical Leave

This leave provides up to twelve (12) weeks without pay to eligible faculty for family or medical reasons. Faculty members who have worked at the University for at least one calendar year, that includes 1,250 hours of work in the twelve months prior to leave will be eligible. The reasons to consider in the granting of this license are:

a. Birth or Adoption -The faculty member may take twelve (12) weeks' leave in any 12-month period for the purpose of adoption or the birth of a child.

b. Sick relatives-applies to leave to take care of the spouse, son or daughter, father, or mother with a serious health condition.

c. Serious Health Conditions-applies to a full-duty faculty member with a serious health condition that renders them incapable of performing their job.

While the faculty member is on family-medical leave, the employer will keep only him/her in the health insurance policy under any group policy.

In the case of married couples who work for the University, each of the spouses will be entitled to a different number or combination of weeks, depending on the reason for the request.

4.7.2.5 Administrative License

The chief executive officer of a unit may grant administrative leave to probationary or permanent contract faculty members who are offered a full-time administrative position within the university system.

Faculty members on administrative leave do not receive compensation as faculty, but rather under the terms of the administrative appointment.

Faculty members on administrative leave receive credit for such leave as explained in Part II, section *Appointment of Ranking Faculty in Full-Time*

Administrative Positions. The vacancy of a faculty member on administrative leave will only be filled by a substitute appointed faculty member. The faculty member may return to his teaching position at the beginning of any term if such change is made in accordance with the conditions of his administrative appointment. After a period of two years, the unit may appoint another person as property in the plaza.

The University will relocate professors who have enjoyed an administrative license for two years or more, in a teaching position like the one they occupied when taking advantage of the administrative license, in the unit of origin with all the acquired rights. The teacher may also be in another unit of your choice, to the extent that this is possible. Teachers who do not have tenure at the time of returning to a teaching position will be assigned a probationary contract.

4.8 Holidays

Full-time faculty members are entitled to vacations, as specified in the current academic calendar in the academic unit in which they serve. Those serving during a regular work year are entitled to vacations over the Christmas break, during the summer, and from commencement services to the start of first semester activities. Such vacations are never for less than the days stipulated by law. Full-time faculty members hired for less than one regular year of work are entitled to vacations in accordance with applicable law.

4.9 Other Fringe Benefits

In addition to the benefits described in the previous sections, faculty members can enjoy the following marginal benefits in accordance with the stipulated conditions. The Human Resources Office of each teaching unit can offer guidance and details to faculty members about these fringe benefits.

4.9.1 Study Benefits

Faculty members and their spouses and children may receive the study benefits as stated in this section, with the purpose of giving them the opportunity to improve academically within the economic limits in which the University operates. When an employee or their spouse completes a degree, they will not have equivalent study benefits. In the case of a faculty member who completes a master's or doctorate academic degree, they will not have additional study

benefits, unless justified by the nominating authority of the corresponding unit, in terms of the needs of the University.

4.9.1.1 Benefits of Studies at Inter American University for Faculty Members

Full-time faculty members are exempt from tuition, fees, and laboratory charges for courses taken at the University during hours when they do not have teaching assignments, except for courses in the School of Law, School of Optometry, in the Medical Technology Program at the undergraduate level or in the doctoral programs. However, a faculty member may not enroll as a full-time student at the University while teaching there on a full schedule.

If the faculty member does not meet the academic requirement of the Institution to continue studies or if he/she withdraws without a justified reason, he/she will reimburse the tuition cost for each authorized course.

Full-time faculty members who take professional improvement courses that do not lead to a degree are exempt from paying special fees.

4.9.1.2 Study Benefits for Spouses of Faculty Members

Spouses of full-time faculty members may enroll in the University for up to six (6) undergraduate credits per semester and up to three (3) undergraduate credits per summer session, without paying tuition fees.

If the spouse does not meet the academic requirement of the Institution to continue studies or if he/she withdraws without a justified reason, he/she will reimburse the tuition cost for each authorized course.

4.9.1.3 Study Benefits from Kindergarten to High School for Children of Faculty Members

Full-time faculty members with probationary or permanent appointments at the end of the 1980-81 academic year-are entitled to annual payment of one-half tuition stipends, up to a total of $300, for each unmarried child of five (5) years or more enrolled in any grade from kindergarten to high school, in any private school accredited by the Department of Education of the

Commonwealth of Puerto Rico. Full-time faculty members not covered in the previous sentence, but who were granted this fringe benefit for the end of the 1980-81 academic year, may continue to receive it if they work continuously at the University.

4.9.1.4 University Study Benefits for Children of Faculty Members

Dependent children of full-time faculty members, under 25 years of age, may be exempt from paying tuition for undergraduate courses.

If a dependent child has begun to enjoy this benefit and the faculty member dies or becomes disabled or retires after 25 years of service, the dependent covered by this benefit will continue to enjoy it until they finish the degree and while meeting the current academic progress standards.

If a dependent child has not begun to enjoy this benefit, and the faculty member holds a permanent contract or multi-year appointment, and becomes disabled, dies, or retires after 25 or more years of service, the dependent will retain the benefit of exemption from tuition payment for undergraduate courses. The dependent child must complete high school or its equivalent and be admitted to the University before turning 25 years of age and must meet the current academic progress standards.

In all these cases, at the time of requesting this fringe benefit, an official document must be presented that certifies the faculty member-dependent relationship.

If a dependent child does not meet the academic requirements of the Institution to continue their studies or if they drop out without a justified reason, they will reimburse the tuition cost for each authorized course, in the current academic term.

4.9.2 Health Insurance

The University provides, at no cost to full-time faculty members hired for a period of not less than one year, a medical services plan. The spouse and eligible dependents of the faculty member may be included in the insurance through the regulations approved by the University if they pay the appropriate premium. With additional

payment, they can also take advantage of the dental services plan. More details can be obtained from the academic unit's Human Resources Office. As of April 1, 1992, newly included optional dependents are not accepted.

In the case of married couples who work for the University, they may benefit from the joint plan. When health insurance eligibility is lost due to circumstances such as termination of employment or divorce, the employee, spouse, and children may be eligible for continued coverage, subject to the provisions of applicable law.

The faculty members that retire or become disabled, after having provided 20 years or more of service, may continue to be covered by the Medical Plan if they pay the current premium for the University. Once they are eligible for Part A and B Medicare, whether due to age or disability, they will be transferred to a retiree group section set up for these purposes.

4.9.3 Life Insurance

The University provides, at no cost, to full-time faculty members hired for a period of not less than one year, protection through life insurance in case of death and benefits in case of bodily injury or dismemberment.

4.9.4 Short- and Long-Term Disability Insurance

All full-time faculty members hired for a period of not less than one year are covered from the first day of their employment by disability insurance policies. The short-term disability insurance policy is provided free of charge to these full-time faculty members.

Faculty members should consult the Human Resources Office of their unit for details of the benefits and services conferred by the Institution's short-term and long-term disability insurance policies, as well as the necessary procedures and certifications. to request them.

4.9.5 State Insurance Fund

As an employer, the University is insured under the terms of the Work-Related Accident Compensation Law of the Commonwealth of Puerto Rico. In case of disability, the State Insurance Fund will provide medical assistance, medicines and pay compensation. While in use of this benefit, faculty members will not be able to use the services of the group health plan. Faculty members are protected

under this law against work-related accidents or occupational diseases.

4.9.6 Unemployment Insurance

The University is covered by the unemployment compensation program through the Department of Labor of the Commonwealth of Puerto Rico. If the University does not renew the appointment of a faculty member, for the reasons established by law, he or she will be eligible to receive the benefits granted to the unemployed.

4.9.7 Social Security

The University is covered by the federal Social Security law, so that faculty members and their beneficiaries are eligible for retirement benefits due to disability, age, or death.

4.9.8 Retirement Plan

The University offers full-time faculty hired for a period of not less than one year, the opportunity to take advantage of the retirement plan offered by the Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) or another institution selected by the Interamerican University of Puerto Rico. Joining such a plan is voluntary. The University will contribute to the plan an amount equal to a maximum of five percent (5%) of the faculty member's basic salary. The plan establishes as a rule that retirement benefits begin to be received before reaching the age of 70 and a half.

4.9.9 Holidays

Faculty members are entitled to all official and authorized holidays observed in Puerto Rico without affecting their salary. However, the University reserves the right to hold classes or carry out other activities on holidays to meet the requirements of its academic-administrative calendars.

4.9.10 Christmas Bonus

The University pays a Christmas bonus in accordance with the provisions of the law that govern this type of benefit.

PART V

Contractual and Promotion Rules and Procedures

5.1 Regulations on Recruitment and Appointments

Recruitment and selection for appointment of faculty members with or without rank are based on the competences and credentials of the candidate, without regard to race, creed, color, national or ethnic origin, age, sex, political ideology or physical, mental, or sensory impairment, disabled veteran status, Vietnam Era veteran, and social status.

5.2 Recruitment

The University seeks candidates for its faculty who show concern for the intellectual, cultural, and moral development of students and who can be trusted to work together with other faculty members in an impartial manner. These will support the academic programs of the University, will work constructively in their improvement, and will always conduct themselves properly. The following criteria guide the selection of candidates for faculty appointments:

a. The degree of identification with the philosophy, mission, goals, and objectives of the Inter American University of Puerto Rico.

b. The quality of academic preparation, as revealed in the courses taken, the credentials obtained and the prestige of the institution or institutions where graduate studies were completed. A minimum of a master's degree is required in the discipline to be taught.

c. Mastery of the subject matter to be taught and ability to integrate such subject matter with related fields of study.

d. The capacity for scientific research or for execution or production in the creative arts.

e. Success in teaching practice, especially at the post-secondary level, and experience in applying knowledge from a particular field of study.

f. The quality of its publications, papers, special conferences, or notable production in the creative arts.

5.2.1 Starting Search

Generally, it is the responsibility of the director of the department to initiate the search for candidates in accordance with established norms and policy when a new faculty position is created or an established one becomes available.

5.2.2 Role of the Faculty in the Search and Selection of Candidates

It is the responsibility of the faculty members of the same discipline or related disciplines in the department where there is a vacancy, to actively cooperate with the director of the department in the search and selection of suitable candidates. (See Part I, *Committee section Faculty Search*.)

All the files that are evaluated and the deliberations that are carried out in the fulfillment of these responsibilities are confidential.

5.2.3 Recommendations

The primary responsibility for recommending a candidate for appointment to the faculty with rank rests with the department director, after receiving the recommendation of the Faculty Search Committee, as established in Part I. This recommendation is subject to the be confirmed by each of the administrative employees of the academic area in successive order until reaching the administrator who makes the appointment, according to the type of contract offered.

The director of the department is responsible for preparing and submitting to his immediate supervisor the file of the recommended candidate together with those of the other candidates who are judged better prepared to fill the position after the recommended candidate. It is the responsibility of the director of the department to inform the selected candidate about the norms and policies of the University, the unit, and the department, using this *Faculty Handbook as a reference.*

5.2.4 Non-Confirmation

If the recommendation is not confirmed at any level, the administrative employee who does not approve of the selection will inform the director of the department of the reasons for not agreeing. The department director will meet with the academic officer who does not approve of the recommendation to resolve the differences. If this is not achieved,

the director of the department reconvenes the Faculty Search Committee to select another candidate.

5.2.5 Prior Service Credit

The Vice President of Academic and Student Affairs determines the accreditation of the previous teaching experience of the candidate that is deemed applicable for purposes of salary, promotion and/or tenure, if an appointment with probationary status is offered and includes a certificate to that effect in the candidate file.

5.2.6 Commitment to Candidates

No University representative will engage with candidates for appointments without the written approval of the unit's chief executive officer or the President, depending on who makes the appointment.

5.3 Ranking Faculty Appointments

Ranking faculty appointments are of four (4) classes: substitute, temporary, probationary, and permanent. Temporary and probationary appointments can be for one semester, one year or multi-year. The specific conditions of each appointment must be in writing and be in the possession of both the University and the faculty member before the appointment is formalized. With the acceptance of one of these appointments, the faculty member enters a contractual relationship with the University in which they agree to comply with *the Faculty Handbook* and with all the current rules and regulations of the Institution.

5.3.1 Substitute Appointment

A substitute appointment or contract is made to fill a faculty position whose incumbent, by right of a previous appointment and still in force, is ill or on leave, but who expects to return to the position upon recovery of health or expiration of his leave. Such appointment may be made for any period up to one year.

Its termination occurs upon expiration of the contract, and it is not necessary to issue any notification. The initial appointment to a faculty substitute position, as well as the subsequent hiring of the same person for the same position, is made by the chief executive from the Unit.

Normally, service under these appointments is not credited toward promotion or tenure at the University, unless the substitute faculty member is offered a probationary appointment. In such cases, the

Vice President of Academic and Student Affairs, on the recommendation of the director of the corresponding department and with the recommendation of the intermediary academic employees, decides whether and how long they will be credited for serving under a substitute appointment at the University. promotion and/or tenure. The corresponding certificate is included in the personal file of the faculty member. A substitute appointment may be made to any rank to which the candidate is eligible, regardless of the rank held by the incumbent by prior appointment right and still in force.

5.3.2 Temporary Appointment

A temporary appointment (except temporary multi-year appointments) may be granted for one semester, one academic term, or one year. Temporary appointments are offered for positions that may later be abolished due to financial considerations, program changes, or other institutional needs or where greater familiarity with the duties and responsibilities of faculty or teaching experience at post-secondary levels is deemed desirable before granting the candidate a probationary appointment. A temporary appointment may also be offered to eligible candidates on leave from other organizations or institutions.

The temporary appointment terminates upon expiration of the contract and no notice is required. The initial appointment of a temporary contract candidate, as well as the continued and subsequent hiring of the same person for the same position, is made by the unit's chief executive. Service under a temporary appointment is not necessarily credited toward promotion or tenure. If a temporary faculty member is offered a probationary contract, the Vice President of Academic and Student Affairs, on the recommendation of the relevant department director and through the recommendation of the intermediate academic staff, decides whether and how much to be credited. The time that he served with a temporary appointment will be credited for promotion and/or tenure. The corresponding certificate is included in the personal file of the faculty member.

5.3.3 Probationary Appointment

It is awarded to a faculty member who is expected to fill a vacancy in an established position. All time served under such appointment is credited toward promotion and/or tenure. The chief executive of the unit does all the appointments evidence after the approval of the President of the University that this type of appointment be extended to the professor. Holders of such contracts are subject to the terms of

notice as specified in Part V, *Non-Renewal of Appointment* section of this *Handbook.*

5.3.4 Multiannual Appointment

A multi-year appointment may be granted to a faculty member on a temporary or probationary contract, for a period not to exceed five years. All multi-year appointments are made by the President of the University. These appointments may be offered under the following conditions:

a. ***Temporary***: A faculty member who has served two successive years under a temporary appointment who is eligible for a probationary appointment may be offered a multi-year temporary appointment in the event a probationary position for which they are eligible is not available. A faculty member may request promotion in rank and/or change of contract during the term of the multi-year contract. If the institution grants you a probationary contract, the multi-year temporary contract is revoked. The time served under this type of contract may be counted for tenure and/or promotion as determined by the Vice President of Academic and Student Affairs. Termination occurs upon expiration of the contract and no notice is required.

b. ***Probationary***: A faculty member who has satisfied the requirements for tenure may be offered a probationary multi-year contract if no permanent position for which they are eligible is available. A faculty member may request promotion in rank and/or contract change during the term of the multi-year contract. If the institution grants the faculty member a permanent appointment, the multi-year contract is repealed. Holders of such contracts are subject to the terms of notice as specified in Part V, *Non-Renewal of Appointment* section of this *Handbook.*

5.3.5 Permanent Appointment

The Board of Trustees may grant a permanent appointment upon prior evaluation and upon due recommendation of the President if a permanent position is available for which the candidate is eligible. (See the section *Procedures Related to the Granting of Tenure.)* Normally, the person is appointed permanent for the rest of his working years or until resignation, except in cases of *bona fide financial difficulty* of the Institution, changes of programs or termination of employment, in accordance with the provisions of this *Handbook*.

5.4 Documents and Records

Appointment as a ranking faculty member may result in a continuing relationship with Inter American University. It is therefore essential to support any action regarding a ranking faculty member with the proper documents, especially actions related to appointments, promotions, tenure, and termination of employment. The Institution maintains two files for each faculty member: a pre-employment file and an employee personal file.

5.4.1 Pre-Employment Record

The pre-employment file contains all the documentation required or received by the Institution in relation to the faculty member. It is available only to academic employees and their executive staff of the unit to which the job application is sent and to faculty members who are part of the Faculty Search Committee. It is also available to the President of the University, the Vice President of Academic and Student Affairs and their professional executive staff. After appointment, file documents that are not confidential in nature (i.e., transcripts, applications, reprints of papers, honor certificates, degrees) are transferred to the faculty member's personal file. The rest of the material (that is, letters of recommendation and other confidential material), is available only to the administrative employees of the academic area of the unit, the professional executive staff, the President, the Vice President of Academic and Student Affairs and their professional executive staff.

5.4.2 Personnel File

The personal file includes the following, but is not limited to:

a. Information related to the academic and professional achievements of the faculty member, submitted by him, or included in his file at his request, as well as certificates of equivalence and accredited service for promotion and/or tenure, together with a copy of all letters of appointment or employment contracts of the faculty member with Inter American University.

b. Copies of evaluations of the professional performance of the faculty member made by students, by academic employees and by the committees of the unit in which they serve. It also includes all the formal recommendations of the Committees for Promotions, Tenure and Changes of Contracts, of Sabbatical Leaves and Study Scholarships and the recommendations of your supervisor or supervisors and other academic employees of the unit in which you work.

c. Professional recognition or certificates, honorary degrees or mentions and other distinctions or awards.

d. Other Personal Information.

The Systemic Human Resources Office of the Inter American University maintains the original of the personnel file. It is only available to the administrative employees of the academic area of the Central Office of the System and its professional executive staff, the administrative employees of the academic area of the unit in which the faculty member serves and its professional executive staff, of the evaluation committees of the academic departments, of the committees of Promotions, Tenure and Changes of Contract, and of Sabbatical Leaves and Study Scholarships of the unit in which the faculty member serves and of the faculty member himself.

The director of the department under which the faculty member serves, as well as the committees for Promotions, Tenures and Changes of Contract, of Sabbatical Leaves and Scholarships of Studies of the unit of the faculty member, may have access to the personnel file. In addition, the faculty member, upon paying the cost, may obtain copies of his personal file and of the deliberations and recommendations of the committees. Such copies are made by a professional employee of the Systemic Human Resources Office and/or an employee of the unit's Human Resources Office.

Both the pre-employment file and the personal file are kept in the strictest confidence and are available only as indicated above, except when the faculty member authorizes in writing that another person sees them. In addition, Inter American University allows access to those records and allows copies to be made of them in compliance with a legal request from agencies of the federal government or the government of the Commonwealth of Puerto Rico, related to investigations, hearings or other procedures pending before such agencies or before the courts of justice. Permissions for such access are granted only with the prior approval of the President of the University.

5.5 Evaluation of the Faculty

The faculty evaluation process has as its main objective the professional improvement of faculty members in all areas of academic performance. This should result in benefits for faculty members, students, and the Institution.

The responsibility of carrying out the evaluation of the faculty, as established in the current *Guidelines for the Evaluation of Teaching Staff* of the University, rests with the director of the department. It works with the official

evaluation committees described in Part I, sections *Formative Evaluation Committee* and *Evaluation Committee Summary* of this *Handbook*.

The results of teacher evaluations, although not the exclusive basis for it, are used to make the following decisions: (1) reappointment, (2) promotion in rank and (3) granting of tenure. These results can also be used to grant licenses and grant probationary contracts.

5.5.1 Assessment Objection and Appeal

The evaluated faculty member is recognized the right to object to the results in each of the evaluation instruments or to appeal the evaluation result in the event of any type of discrimination or violation of the due process established in the *Faculty Handbook* in any of the stages in which it is carried out.

Objection refers to the means that seeks to purge and save the process in any of the stages to avoid reaching a later appeal. The objection will be recorded in the respective evaluation instruments in which it applies and in any of its instances.

The appeal procedure seeks to set aside the determination of the outcome of the evaluation process. Once the evaluation process is completed, the faculty member may appeal the decision using the Procedure for Processing Complaints as provided in Part IV, Article 4.2 of the *Faculty Handbook*.

5.6 Promotion Rules

Promotion in rank in the University is based on the fulfillment by faculty members of their duties, described in Part III, and on the evaluation of six (6) areas of service in particular- teaching experience, teaching quality, service to the Institution, service to the community, research and creative work, growth, and professional development-, according to specific criteria in each service area, which are set forth below.

Candidates for advancement in rank must meet the minimum criteria outlined in Part II, *The Ranking Faculty section*. However, advancement in rank is not automatic even if the candidate meets these minimum requirements. Rather, promotions are recognition based on careful evaluation and are subject to the availability of fiscal resources.

The President authorizes promotions in rank, based on recommendations originating in the academic departments, including recommendations or appropriate comments from the director of the department or on formal recommendations of the Committee on Promotions, Tenures and Contract Changes and on the recommendation, adverse or conditional of the

administrative employees of the corresponding academic area and of the main executive of the unit. All such comments and recommendations must be reviewed, evaluated, and supported or otherwise commented on by the Vice President for Academic, Student Affairs and Systemic Planning, before being brought to the attention of the President for final action. All recommendations, favorable or unfavorable, comments and recommendations continue through the corresponding channels until they reach the President. The faculty member will receive a communication informing them of the results of their application.

5.6.1 General Criteria

The responsibility for requesting promotion in rank, and the burden of proof to merit it, resides with the individual faculty member, although the corresponding department director or the Promotion, Tenure, and Contract Changes Committee may also initiate considerations for promotion. ascent.

The director of the department initiates the promotion deliberations by submitting to the Committee for Promotions, Tenure, and Contract Changes the files of the faculty members with rank in his department who have requested the promotion. The director of the department may include in the file the comments on the merits of each member of the faculty that he deems pertinent considering his working relationship with him and his supervision. The Committee may require further comments and/or testimony from the director of the department, as it is deemed appropriate.

Once the minimum requirements established in Part II, section *The Faculty with Academic Rank*, mastery of the teaching-learning process represents greater importance than any other criterion and receives between half and two-thirds of the weight in consideration for promotion. Other important activities in consideration for promotion are academic counseling, service to the Institution, research, publications, competitions, activities, and community service. The criteria set forth in the sections *Teaching Experience*, *Quality Teacher*, *Service to the Institution and Community Service*, must be satisfied by every faculty member applying for promotion. In addition, a faculty member being considered for promotion to Associate Professor must meet the criteria set forth in at least one of the other service areas: *Research and Creative Work* and *Professional Growth and Development*. A faculty member under consideration for promotion to Full Professor must meet the criteria set forth in the two areas.

5.6.1.1 Teaching Experience

The normal minimum teaching experience for each rank is set out in Part II, *The Faculty section with Academic Rank*. Any exception to these minimums must be fully justified by the party initiating the request for promotion and the Committee for Promotions, Tenure and Contract Changes must concur in such justification. Finally, the President must authorize the exception, in case of approving the promotion.

One full-time year of ranked teaching experience means that the individual has performed the duties and responsibilities of a ranked faculty member for one full academic year or that the individual has performed the duties of an academic administrative employee in the University for a full year (two semesters of full-time service), excluding summer sessions.

One year of full-time teaching as a member of the faculty in rank at any college or university accredited by local accrediting bodies or by a regional accrediting association in the United States or by another institution of recognized standing in geographic areas not served by such bodies or associations, is equivalent to a full year of teaching with rank at Inter American University.

However, the following minimum length of University service is generally required for promotion to the next rank:

a. For promotion to the rank of Associate Professor, a minimum of two years of experience as Assistant Professor at Inter American University is required.

b. For promotion to the rank of Professor, a minimum of four years of experience as an Associate Professor at Inter American University is required.

5.6.1.2 Teaching Quality

The most important attribute that a faculty member should have is the quality of the teaching that they convey. Attributes and capabilities that are considered and supported by documents for assessment of teaching quality include, but are not necessarily limited to, the following:

a Mastery of the discipline taught.

b. Ability to organize content and present it clearly, logically, and imaginatively.

c. Knowledge of current developments in the discipline itself.

d. Ability to relate the discipline taught with other spheres of knowledge.

e. Ability to promote and broaden student interest in the subject.

f. Ability to develop and use appropriate methods and strategies, including the use of educational technology, for effective teaching.

g. Availability and efficiency in the academic orientation of the student.

h. Possession of the attributes of integrity, industry, open-mindedness, and objectivity in teaching.

Effective documentation for many of these criteria can be found in the evaluation of faculty members by their students. Other good sources of documentation are the evaluations of immediate supervisors and those of their faculty colleagues, as stipulated in the evaluation procedures adopted by the University.

5.6.1.3 Service to the Institution

Inter American University can only operate effectively if the faculty actively participates in the governance of the Institution. In addition to teaching and academic counseling, the University faculty has a primary responsibility in determining the curriculum and curricular offerings, both in the offerings of programs and courses and, likewise, in the establishment of academic standards, including in degrees and graduation requirements and in the evaluation of candidates for the granting of degrees. Faculty members must, therefore, be willing to handle a reasonable number of non-teaching assignments, attend meetings, and contribute their ideas and experience to decision-making regarding curriculum development and governance of the Institution. Faculty

members must participate in no more than five (5) committees per academic year. If a senator, in no more than two (2) committees. In addition to those of the Senate, per academic year, according to the interests of the faculty and the needs of the university community, the senator may decide to serve on more than two (2) unit committees.

The dean of academic affairs will inform the directors of academic departments and these, in turn, the faculty, at the beginning of each academic semester, the total number of committees or projects to which they are assigned.

Faculty members must ensure that their personnel files in the Office of Human Resources contain proof of such services, copies of letters of appointment, and evaluations of services rendered.

5.6.1.3.1 Departmental level

All faculty members must maintain regular communication with other members of their department and, unless previously excused, they are expected to attend all department meetings and be actively involved in department's work related to curriculum development, counseling, and student enrollment, as well as serve on department committees to which they are assigned or elected. In addition, a faculty member may serve as chair of one of these committees, as subject coordinator, program coordinator, or chair of an academic department.

5.6.1.3.2 Unit Level

Faculty members are also expected to serve on committees that work the academic unit and to be available for other non-teaching assignments, such as sponsoring student groups or activities, assisting with enrollment or course selection, performing special assignments such as recruiting, unit investigations, and consulting.

In addition, faculty members are expected to attend all academic functions of the unit, such as commencement exercises and honor citations, and to support various special cultural activities sponsored by the unit. If a faculty member is unable to attend a faculty meeting, they must notify the chief executive of the unit in advance.

5.6.1.3.3 Level of the University System

Faculty members have a responsibility to the University as a system. This includes service on the College Council when elected as president or representative of an Academic Senate and as members of special committees when appointed.

5.6.1.4 Community Service

As professionals, Inter American University faculty members are uniquely qualified to make valuable contributions to their communities. The University encourages faculty to support community activities to which you can contribute. Such interest in the community not only benefits society but also promotes the prestige of the professor and that of the Institution.

Community service may include, but is not necessarily limited to, the following:

a. Service in the individual's professional field as a consultant or as a researcher

b. Service as a resource

c. Community group speaker

d. Active participation in political, religious. or civic affairs

5.6.1.5 Research and Creative Work

Effective teaching requires active participation in the faculty member's intellectual development in the field of discipline. Since what is considered appropriate research in one discipline may not be recognized as such in

another, a faculty member's research. or creative work must be evaluated in terms of its quality, its peer's recognition, and its significance for the discipline. Proof of adequate performance may include, but is not limited to:

a. Publications

b. Unpublished research, papers. or monographs, related to the classroom or discipline.

c. Awarded grants for research and projects

d. Inventions and patents

e. Artistic work and acting

f. Creative Works Reviews

5.6.1.6 Professional Growth and Development

Every faculty member has an obligation to maintain a high degree of professional competence and to keep abreast of developments in their field. In addition to research and creative work, other tests of advancement in professional competence include, but are not limited to:

a. Obtaining prizes, grants, or scholarships

b. Appointment in an advisory or executive capacity in government and private agencies

c. Active participation in professional organizations (annual meetings, elective positions, committees, and others)

d. Resources in conferences and talks

e. Participation in conferences, congresses, or institutes

f. Post-doctoral graduate and continuing education

The paramount expectation from a faculty member is that he or she be seen as an expert and competent professional in his or her field. This can only be achieved if said member maintains its competence by keeping abreast of

developments in its field and in related fields. There are several ways to support development and growth, and each faculty member must find the one that is right for them. The University facilitates professional improvement through a program for faculty development. This program carries out activities in the Institution and in their respective academic units to meet professional improvement needs. Reading works, monographs and current magazines is a form of improvement. Other ways include participating in conferences and institutes, helping clearinghouses improve their collections, occasionally teaching courses at another university's summer session, traveling, and pursuing advanced studies. Research and consultancy are other avenues for professional development.

Continual growth and development help keep the faculty members concerned about the vitality and content of their courses, as well as the quality of their teaching. Such growth and development also enable them to work more effectively with their colleagues on curriculum improvement.

5.6.2 Rank Promotion Procedure

A faculty member seeking advancement in rank must submit a formal application along with their self-assessment to the department chair, who initiates the assessment process. The documents, the recommendation of the department director and the results of the evaluation carried out by the Summative Evaluation Committee are sent to the Committee for Promotions, Tenure and Contract Changes.

In its capacity as an objective body, evaluator of the facts, the Committee for Promotions, Tenure and Contract Changes renders an independent recommendation based on the information received. This recommendation, together with that of the director of the department and with the other supporting documents, is sent to the President, through the hierarchy of administrative employees of the academic area, for the final decision. For promotion in rank, the recommendations at each level are approval, denial, or promotion conditioned on meeting certain requirements. If the recommendation that an official intends to make is negative, he or she should contact the chairman of the Committee for Promotions, Tenure, and Contract Changes to see if it is possible to reconcile the differences. However, the Committee's recommendation and documents, along with subsequent recommendations, whether favorable or unfavorable,

continue the line of authority all the way to the President, who makes the final decision. A denial of the request for promotion does not prevent it from being requested later. If the request is denied, the summative evaluation may be valid for two years.

5.7 Procedure Regarding the Annual Review to Renew the Appointment

The director of the department initiates the annual evaluation to renew the appointment of full-time faculty members by sending the documents related to the annual evaluation of each faculty member, as well as their recommendations to their division dean, dean of academic affairs, according to the case. This recommendation continues through the hierarchy of the academic affairs administrative employees until reaching the President. A favorable or unfavorable recommendation can occur at any level. Any academic affairs administrative officer who does not approve of the original recommendation should notify the department chair to see if differences with respect to the recommendation can be resolved before forwarding it to the next academic affair officer in rank order. However, all original recommendations, along with intermediate ones, proceed to the President, who makes the final decision.

5.8 Definition of Probationary and Permanent Periods

The probationary period, which precedes the granting of tenure, gives the faculty member time to demonstrate his ability and his colleagues and the administration to observe and evaluate him for his achievements. During this period, the faculty member enjoys the same academic freedom as the permanent one.

The termination of services or suspension of a faculty member with a probationary contract can only be carried out in accordance with the provisions of the sections *Layoff due to Fiscal Hardship*. Faculty members with probationary appointments are evaluated once a year for appointment renewal or non-renewal. Notification of non-renewal of appointments is made in accordance with the criteria set forth in the *Non-Renewal of Appointment section* of this *Handbook* .

The granting of tenure means that, after satisfactorily completing the probationary period, the faculty member is guaranteed the continuation of their full-time appointment, unless there is just cause for the termination of their services, such as prolonged incapacity, mental or physical or changes in educational programs that make their services unnecessary, or that the ranking member of the faculty resigns or retires.

Permanent faculty members are evaluated every three years. This evaluation is based on the professional development plan, according to the methodology provided in the *Evaluation Guides of the teaching staff*.

5.8.1 Policy on Tenure

Faculty members with rank and probationary status may be promoted to tenure after having satisfactorily served the probationary period as defined and explained in the *Date of Tenure section*.

5.8.2 Meaning of Tenure

Institutions of higher education, such as the Interamerican University of Puerto Rico, operate for the common good. This common good depends largely on the free search for truth and its free exposure. Tenure is a means of ensuring such freedom to the faculty members of the Institution.

To effectively serve the common good, the role of the University faculty member must be attractive enough to appeal to men and women who demonstrate skills and knowledge. This, in part, is achieved through the financial security and professional satisfaction felt by the faculty member when offered tenure.

Thus, tenure effectively to the success of the University in fulfilling its obligations to students and to the society it serves. In addition, it protects the members of its faculty from undue pressure, both inside and outside the academic community, and safeguards academic freedom, which is essential in the Institution.

5.8.3 Date of Tenure

Generally, the probationary period does not exceed seven (7) years, except in cases where a faculty member with a probationary contract is offered a multi-year appointment because a permanent position for which they are eligible is not available when they meet the tenure requirements. (See the *Multiannual Appointment Section*). The President may grant a probationary contract for an additional year over the seven years provided in this *Handbook*, at the request of the corresponding unit, as an extraordinary measure. The request must state the reasons that justify it.

Credit may be given toward seven (7) years of probationary service for services provided full-time for a minimum of two (2) consecutive years at another institution of higher education accredited by local accrediting bodies or by one of the associations of regional

accreditation of the United States or, failing that, by an organization of recognized importance in regions not served by the aforementioned body or associations, as determined by the Vice Presidency of Academic and Student Affairs. In such cases, the credit granted will not exceed three (3) years and the faculty member must serve at least four (4) years with a probationary contract at the Inter American University of Puerto Rico before being granted tenure. Credit for service at another institution must be certified by the Vice President of Academic and Student Affairs at the time the faculty member signs their first probationary contract with the University. Said certification is included in the personal file of the faculty member.

Likewise, up to a maximum of three (3) years of credit will be granted for the completion of the probationary period to the faculty member with rank who has served under a temporary or substitute appointment at the University when offered, if offered. offer a probationary contract. The Vice President of Academic and Student Affairs will determine the credit based on one year for each full year of service. In addition, it will certify the credit granted and said certification will be included in the personal file of the faculty member. The faculty member must serve at least four (4) years with a probationary contract at the Inter American University of Puerto Rico before being granted tenure.

Unless agreed in writing between the President and the faculty member in question, with a copy in the faculty member's personal file, prior to granting sabbatical leave or study leave, time on leave will not count as probationary service toward the promotion and/or tenure, although it is normally counted toward salary increases based on length of service.

Leave without pay only counts for promotion, tenure or salary increases, based on length of service to the Institution, under exceptional conditions that the President considers to be of obvious benefit to the University, for example, teaching for a short period at another institution, if such experience would help invigorate the University's study programs.

The granting of tenure is an affirmative act, both by the Institution and by the faculty member. The director of the corresponding department must initiate the recommendation for tenure during the sixth year of the probationary period. The Institution reserves the right to grant the tenure in advance in recognition of distinguished services.

Tenure is only granted to full-time faculty members with the rank of Assistant Professor, Associate Professor, or Professor. If the decision is made not to grant tenure to a claustral with a probationary contract, the President must notify him as early as possible during his probationary period and at least on the dates specified in the *Non-Renewal of Appointments section*.

5.8.4 Criteria for Tenure

Tenure is not granted solely based on the time served in the chair. To be granted tenure, the candidate must show evidence that they will continue as a productive member of the University and the academic community in general.

The corresponding director of the department is responsible for offering all the pertinent proof regarding the eligibility for the granting of the tenure to the Committee of Promotions, Tenure and Changes of Contracts in a timely manner, using the criteria defined in the *General Criteria section*.

5.8.5 Procedures Related to the Granting of Tenure

During the sixth year in which a faculty member enjoys a probationary appointment, the director of the department initiates the evaluation process for the recommendation of the granting or not of tenure in their seventh year, according to the procedure established in the *Guidelines for the Evaluation of the Teaching Staff*. The final report of the recommendation will be submitted to the Committee for Promotions, Tenure and Contract Changes.

In its capacity as an objective body, evaluator of the facts, the Committee for Promotions, Tenure and Contract Changes makes an impartial recommendation based on the information it has. This recommendation, along with that of the director of the department and the other supporting documents, are sent through the hierarchy of the administrative employees of the academic area for their comments and/or support until they reach the Presidency. If any administrative employee in the hierarchy disagrees with the recommendation of the Committee for Promotions, Tenure and Contract Changes, they should contact the president of the Committee to see if it is possible to resolve the differences. However, in all cases, the original recommendation, with any comments or reactions it has received at intermediate levels, is sent through the hierarchy to the Chair.

The President sends to the Board of Trustees all cases of granting tenure together with his recommendation in each case, whether

favorable or unfavorable. After considering the recommendations of the President, the Board makes the final decision on the granting of tenure based on the complete file of each case.

A department director or other member in the hierarchy of administrative employees of the academic area or the Committee for Promotions, Tenure and Contract Changes, can recognize superior services of a faculty member by initiating a recommendation to grant the tenure prematurely. These cases must follow the procedures outlined above until they reach the Board of Trustees for final determination.

5.9 General Procedures for the Suspension of Contractual Relations

Sometimes it may be necessary for Inter American University or a faculty member with a probationary or permanent contract to wish to suspend their contractual relations. To protect the interests of both parties, the various forms of separation (non-renewal of appointment, resignation, retirement, dismissal, or termination), are defined below and the rules and procedures of each category are set out. Any notification of separation (except for the non-renewal of a temporary or substitute appointment), is subject to these rules and procedures and must be made in writing by the corresponding University employee or by the faculty member who wishes to resign or retire.

5.9.1 No Renewal of Appointment

The expression "non-renewal of appointment" means that Inter American University has decided not to renew a probationary appointment upon termination. One of the main responsibilities of Inter American University is to recruit and retain the best qualified faculty that its means allow; therefore, its academic administrative officers are granted broad discretion consistent with academic freedom, in making the decisions necessary to fulfill this responsibility. The decision not to reappoint a probationary faculty member, rests with the chief executive of the teaching unit the faculty member serves, with the final approval of the President.

Recommendations not to renew the appointment may originate from any administrative officer of the academic area, but the department director of the faculty member must be previously notified of the intention not to recommend the renewal of the appointment, unless the recommendation to that effect has originated at that level. The Committee for Promotions, Tenure and Contract Changes can also initiate recommendations that the appointment is not renewed. Notification of not renewing the appointment of a probationary faculty member must be given in writing on the following dates:

a Before March 1 of the first academic year of service under a probationary contract or at least three (3) months before the end of the first year of service under a probationary contract if the initial appointment to this type of contract took place during an academic year rather than at the beginning of the academic year.

b. Before December 15 of the second year of service under a probationary contract or at least six (6) months before the end of the second year of service under a probationary contract if the current appointment took place during the academic year instead of at the beginning of this one.

c. No later than June 30 of the year prior to the expiration of the appointment, after two (2) or more years of service under a probationary contract.

The University is not obliged to state the reasons for the non-renewal of the contract. Legitimate reasons for doing so, however, may include, but are not necessarily limited to, the following:

a Cancellation or change of a program

b. Tuition reduction

c. Fiscal difficulties

d. Overstaffing

e. Lack of excellence in teaching

f. Inadequate service to Inter American University

g. Incongruence between the interests of the faculty member and the goals of the University

h. Faculty Member's Improper Conduct

i. Any other behavior that affects the excellence of the service offered by the University to its students

5.9.2 Resignation

Resignation is the separation action by which a faculty member voluntarily terminates their contractual relations with the University. A faculty member may resign at the end of the academic year, provided that the decision is notified in writing as soon as

possible. The University makes every effort to accommodate faculty members who wish to resign at the end of a semester, but it is necessary that such intention be notified in writing as soon as possible, since the wellbeing of the students who would be affected by such resignation is the main consideration of the University.

To resign at the end of the academic year, written notice must be given no later than April 15 or 30 days after receiving notification of the terms of appointment for the following year, whichever is later. The faculty member can ask for an extension in case of difficulties. When the resignation is for prolonged mental or physical illness, the University, in consultation with the faculty member or his or her designee, may consider granting the faculty member a leave of absence without pay.

A faculty member who resigns forfeits all rights to his or her accrued years of service, academic rank, and type of appointment. However, if the professor resigns according to the conditions stipulated above, he may be reappointed by the Institution. In these cases, the previously acquired rights may be considered by the Vice President of Academic and Student Affairs at the time of the new contract. This will determine the accreditation of the professor's previous experience that is deemed applicable to the new appointment.

If the rights previously acquired are not accredited, these can be obtained through the corresponding administrative processes, as explained in the sections *Appointments of Faculty with Rank* and *Procedure Related to Promotion in Rank* of this *Handbook*.

A faculty member who resigns at the beginning of the academic year or during the academic year for which he or she is currently appointed is in breach of contract. In this case, the University reserves the right to withhold the compensation or require its reimbursement, in accordance with the contract, and the professor will not be considered for any position subsequently. The decision in these cases will be at the discretion of the President.

5.9.3 Retirement

Faculty members who wish to retire should check with their unit's Human Resources officer to ascertain exactly what awards and benefits are available. Among the benefits that may be granted are the following:

a. Invitation to University activities, such as graduations, lectures, and others.

b. Participation in committees or activities where they can perform meritorious work.

c. Access to the use of the different facilities of the Institution, such as: access to information and teaching support centers.

d. Invitation, when appropriate, as a resource or speaker in their area of expertise.

e. Invitation as valuable advisor to the new faculty.

f. Institutional email account.

g. Use of the postal address for professional purposes, including research proposals with external funds with the prior authorization of the Chief Executive.

h. Retirement with twenty (20) years or more of service to the University will allow you to continue enjoying the medical services plan under the same conditions, if you pay the premium for these services.

i. The Institution will grant the professor an identification card with those privileges granted by the main executive.

They must also verify their situation, both under Social Security and under the pension plan to which they are entitled. The University spares no effort to cooperate with a faculty member who plans to retire early but can do so most effectively only if six months' written notice is received prior to the date of retirement.

5.9.4 Layoff Due to Fiscal Difficulty

Severance is the action by which the University terminates the services of a permanent faculty member or one under a probationary contract before its expiration, without this being the result of the performance of the functions that they had been performing. Fiscal difficulty is an imminent financial situation that threatens a teaching unit, part of it or the University in general. The Board of Trustees will approve a severance plan before terminating the services of a faculty member due to fiscal difficulty that may affect a teaching unit, part of it, or the University in general.

When fiscal difficulties or changes in the academic program make it necessary to terminate the services of faculty members with permanent or multi-year, temporary or probationary contracts that have not expired, every effort will be made to help them relocate

within the Institution. according to their abilities or to continue their work elsewhere.

None of the foregoing should be construed as an obligation for the University to transfer or relocate faculty members affected by the severance plan. The transfer or relocation of these will depend exclusively on the availability of similar places and institutional needs.

5.9.5 Changes in the Educational Program

Termination of the services of a permanent faculty member or probationary faculty member serving on a multi-year contract may occur because of the discontinuation of a program or faculty department for reasons other than financial. The decision to officially discontinue a program must be made in accordance with established policies and procedures.

5.9.6 Prolonged Mental or Physical Illness

The University may terminate the contract with any member of the faculty who, due to physical or mental condition, cannot perform the essential functions of the position or who must be absent from their academic duties for a period exceeding one year. In the case of a faculty member who is affected by a physical or mental disability, as defined by law, the University will make a reasonable accommodation that allows the faculty member to perform the essential functions of his or her position.

5.9.7 Disciplinary Sanction

For the purposes of this *Handbook*, disciplinary sanction shall be understood as that disciplinary measure or action that the University could take in cases where a faculty member commits violations of institutional norms or other types of conduct detailed in this *Handbook*. The disciplinary sanction to be applied in each case depends on its circumstances.

Disciplinary sanctions may include verbal or written reprimand, suspension of employment and salary, termination of employment, and any other action that may be appropriate under the circumstances of the case.

The imposition of a disciplinary sanction on a faculty member will not be taken or proposed without first having investigated the matter, giving the faculty member the opportunity to contribute

his/her version and relevant information to the investigative process.

5.9.8 Suspension

Suspension is a temporary measure that the University may take pending disciplinary or investigative proceedings related to a faculty member. It may be with or without salary depending on the nature of each case. The suspension of employment and salary may be one of several disciplinary measures that the University may take once it is determined that the faculty member incurred in an action inconsistent with the provisions of this *Handbook*.

5.9.9 Dismissal

Dismissal is the separation action through which Inter American University terminates its contractual relationship with a permanent member of the faculty, with a probationary, temporary or substitute member, before the expiration of the current contract.

The cause that justifies the dismissal must be directly and substantially related to the competence of the faculty member to continue in his or her professional capacity as a professor. The dismissal procedures can be instituted for any action that affects the good and normal functioning of the University. Among the actions that can be considered to affect the proper and normal functioning of the University are, but are not limited to, the following reasons:

a. Incompetence or inefficiency in the discharge of academic functions

b. Negligence or carelessness in the fulfillment of academic duties

c. Improper conduct

d. Violation of the rights of fellow faculty, administration, or students

e. Non-compliance or violation of the regulations of the faculty, the institutional policies, or the operational norms of the Institution

f. Conviction of a felony or a misdemeanor involving moral turpitude

g. Abandonment of service

h. Insubordination

i. Sexual assault, lewd acts, obscene exposures, obscene proposition, or prostitution, as defined in the current Penal Code of the Commonwealth of Puerto Rico.

j. Conduct that constitutes a felony or misdemeanor on university premises or conviction by the courts of a felony or misdemeanor.

When there are compelling reasons to believe that a faculty member has engaged in any of the conduct detailed above or that, otherwise, there are reasons that could justify termination of employment or the imposition of disciplinary sanctions, the highest academic officer rank under the main executive of the academic unit, will appoint within 15 working days from its knowledge of the detailed behaviors, an *ad hoc* investigation committee made up of faculty and administration representatives to investigate the matter and advise it. If the committee finds reasons that justify the termination of employment or the imposition of any other disciplinary measure, it will prepare a written report stating the reasons that, in its opinion, justify the termination of employment or the imposition of any other disciplinary sanction. The committee will have up to 60 working days from the date of its constitution to complete the investigation and submit the report.

Upon receipt of the report, the highest-ranking academic officer under the chief executive of the unit will determine whether to suspend the faculty member from teaching duties, from committees, from sponsored research, and from counseling duties. or other duties involving association with students and faculty members.

If it is decided to suspend the faculty member pending a final determination regarding the disciplinary measure to be taken, the faculty member will continue to receive their salary until the time that the procedures provided in this *Handbook* are completed.

The highest-ranking academic officer under the chief executive officer of the unit may adopt the recommendations of the investigative committee, order the continuation of the investigation, or act as he deems appropriate. If said officer determines that it is appropriate to terminate the employment of the faculty member or impose any other disciplinary sanction, he/she will write a letter to the faculty member concerned, explaining the disciplinary action to be taken and the reasons for it. If the action to be taken is the termination of the employment of the faculty member, the latter will cease to earn their salary as of that moment, except by way of

accumulated leave. The highest-ranking academic officer under the chief executive will officially notify academic and administrative officials in writing who need to know of the decision issued.

As for receipt by the faculty member of the written communication from the academic officer, the former will have a term of no more than fifteen days to request an appeal to the Appeals Committee of the Faculty of their unit of the disciplinary action imposed. This must be done in writing, stating all the reasons why the faculty member understands that the disciplinary action in question is inappropriate, violates his/her rights as a faculty member, or should otherwise be revoked or modified.

Upon receipt of the appeal request by the faculty member, the Appeals Committee will schedule a hearing to receive all the information and grounds that the faculty member wishes to present in support of their appeal request and that is pertinent to it. Said appeal hearing shall be held no later than forty-five days from receipt of the appeal request.

Once the hearing on appeal has been scheduled, it will not be postponed unless the postponement is requested in writing at least five (5) days prior to the date on which it should take place. The postponement will not be granted unless there are compelling and urgent reasons for your request. If the hearing is postponed, it will be scheduled to take place no later than one week after the date originally set.

The faculty member in question may be represented at hearings by an attorney. The teaching unit will be represented by the highest-ranking academic officer under the chief executive of the unit. The academic officer may also be represented by an attorney. The president of the Faculty Appeals Committee will act as moderator in the hearing. The Committee may seek legal advice during its work. A stenographic transcript of the hearing will be kept, which must be available to the parties and the Committee itself. The Committee will make its decision known as soon as possible after the completion of the hearing(s). This will be done in writing and will be notified to both the highest-ranking academic officer under the chief executive of the unit and the faculty member. In its decision, the Appeals Committee of the Faculty may order that the disciplinary action taken be upheld or be modified or nullified.

Either party may appeal the Committee's decision to the chief executive officer. In case of appeal, the stenographic transcript of the hearings will be made available to the main executive, for which he will have a term of no more than fifteen (15) days.

The appeal must be made in writing stating the reasons why the decision of the Faculty Appeals Committee is objected. If the decision of the Appeals Committee is appealed, the stenographic transcript of the hearing before the Appeals Committee must be made available to the main executive. The main executive of the unit may uphold the decision of the Appeals Committee or modify it by making the decision that, in his opinion, corresponds. The decision of the chief executive regarding the matter will be notified in writing to the parties. The decision may be reviewed by the President of the University.

PART VI

Norms and Procedures of Academic Organization

6.1 Academic-Administrative Calendars

There are several academic-administrative calendars at the University: semester, trimester and bimester. Summer sessions are also offered, depending on needs and demand. The calendars provide the necessary information regarding the days of registration, the dates of the mid-terms, the last day to drop classes, the dates of the final exams, dates for the entry of grades to the electronic registry and the dates of graduation exercises. Faculty members are expected to become familiar with the calendars used in their unit and to comply with the dates assigned to them for the performance of their duties.

6.2 Course Offer

Courses are offered by selecting from among the courses included in the current official catalogs and bulletins, or among those subsequently authorized by action of the University Council and the President, or among those authorized on an experimental basis for a limited period.

The departments have the responsibility to choose from the offer those courses of the disciplines at the levels that they are authorized to teach. Such selections are the responsibility of the unit's division dean or teaching unit's department director, subject to the approval of their deans of academic affairs and the unit's chief executive officer. Selections are usually made after consultation with faculty members. Courses are also assigned by department heads, usually after consultation with faculty members academically prepared to teach such courses. Course assignments, however, are not necessarily made according to faculty preferences, as the needs and anticipated enrollment of students are the determining factors in course assignments.

6.3 Course Scheduling

The scheduling of course offerings is the responsibility of the department director. General programming requirements that are necessary to meet student convenience take precedence over faculty preferences. The schedule prepared by department directors is subject to change as determined by their dean of academic affairs or the chief executive of the unit, considering a general schedule of classes, appropriate to the needs of the unit, plus than those of a particular department.

6.4 Special Quotas

Any special fee for materials or other items corresponding to the course must have prior authorization of the main executive of the unit. The student pays this fee at the collection office. The teacher does not charge fees.

6.5 Rating System

The grading system at Inter American University is designed to indicate the level of achievement of the student in each course for which credit is granted, as well as to demonstrate their academic progress. The system also contains provisions to help the student who, for various reasons, cannot master the content of a course.

6.5.1 Grades for Academic Credit

The grades obtained in the courses serve to indicate the degree of achievement of the students in each course. The University has established a scoring system to compute the academic index of the students. This system serves to determine the minimum degree of general student achievement for graduation purposes, to continue in the program at whatever level it is, and for the granting of special honors to outstanding students.

Grades are assigned according to the following system:

A– For excellent quality of work: 4 points per credit.

B– For quality of work above average: 3 points per credit.

C– For average quality of work: 2 points per credit.

D– Minimum passing grade: 1 point per credit.

F– Failure: no point is awarded for credit.

P– Approved: this grade is assigned to students who satisfy the requirements of any of the non-academic courses, of courses approved through tests, of validations and of academic courses whose nature so requires. It is not taken into consideration for purposes of calculating the academic index. The minimum grade to pass training courses in Spanish, English and mathematics will be equivalent to a grade of C.

NP– Not Approved: this grade is assigned to students who fail the courses indicated under the grade of P. It is not taken into consideration for purposes of calculating the academic index.

Courses completed at the University and those taken at other higher education institutions with the prior authorization of the corresponding authorities of the Inter American University of Puerto Rico will be included in the calculation of the academic index. This index is calculated by dividing the total number of points by the total number of credits completed with a grade of A, B, C, D or F. All courses that carry academic credit require the administration of tests or evaluation instruments, including a final exam. or an equivalent evaluation. It must be provided so that students are aware of their academic progress.

6.5.2 System of Administrative Records

For administrative purposes, the University has established the following notation system:

W - Low course. It is assigned when the student withdraws from a course after the end of the period of changes, but no later than the date established in the academic calendar to withdraw with W.

DC - Downgrade. It is assigned when the student withdraws from a course before the end of the change period. It does not appear in the academic record.

AD - Administrative withdrawal. It is assigned when the University withdraws the student for reasons such as death, expulsion or other situations that warrant it.

AW- Assigned when the professor reports in the electronic record, no later than the dates established in the academic-administrative calendar, that the student never attended the course or any related academic activity.

MW - Symbol used for total military casualties.

I- Incomplete. When the student has not completed any requirement of the course and the professor determines that there are valid reasons for it, the annotation of "I" (Incomplete) may be assigned. Along with the annotation "I", the professor will include a provisional grade, after assigning a score of zero to the work not submitted. When a professor assigns an “I” grade, he must inform his immediate supervisor of the student's grade up to that moment, the evaluation criteria with their scores and a description of the work that must be completed. Any student who receives an annotation of "I" must remove it

during the period assigned for it in the Academic-Administrative Calendar of the subsequent academic term. If the student obtains an Incomplete mark with a provisional grade lower than that necessary to pass the course and when this is required for another course, the student will have to remove the incomplete and pass the course before enrolling in the other. Responsibility for removing an "Incomplete" rest with the student. If the student does not remove it within the regulation time, he will receive the informed provisional grade. The procedure to be followed is established in the official form designated for such purposes. This rule will apply whether the student enrolls at the University in the following academic term or not. The incomplete appears in the academic record until the date established for removal. The Faculty of Law and the School of Optometry will temper this rule to their respective needs.

UW - It is assigned in the electronic record when a student stops attending the course, and does not qualify for the grade of incomplete (I) or F.

AU - Symbol used to indicate in the student's academic record that they have taken a course as an auditor. It does not carry a quantitative grade and is not accepted as college credit.

R - Symbol used to indicate that the course was repeated.

T - Symbol used to indicate that the course was transferred from another institution.

6.5.3 Repetition of Courses

Every student will have the right to repeat a course when the grade does not satisfy him. If the course has been eliminated as a curricular offering, it will be replaced by the new course created in the curricular review or by an equivalent course approved by the Vice President of Academic and Student Affairs. The highest grade and corresponding credits will prevail on the student's transcript and lower grades will be changed to "R" (repeated course). "R" scores and corresponding credits will not be considered in determining whether a student has met graduation requirements. Courses repeated after obtaining the degree will not be considered for the calculation of the graduation rate.

6.6 Information Access Center

The Interamerican University maintains bibliographic, electronic. and audiovisual collections in all its units. These services are offered by professional librarians and audiovisual technicians. The hours of the Information Access Center may vary in the units, depending on usage patterns.

6.6.1 Reserve Collections

All Information Access Centers offer reservation services. Faculty members who wish to reserve printed, electronic, or audiovisual material for use by students in their classes must provide the director of the Center or the reservations librarian, in the unit in which they teach, with the appropriate information about the course or course section in which the materials will be assigned and the name of the professor, no less than 48 hours in advance of the assignment. If a longer period of notice can be given, this will be to the benefit of the teacher in cases where the required material has been borrowed and it is necessary to claim it before putting it on reserve.

All materials placed on reserve are returned to the collection of origin or to the course professor at the end of the semester. If needed for the following semester, faculty members must give proper notice to the Center to return the materials to the reserve collection.

6.6.2 Acquisitions

Faculty members are expected to familiarize themselves with the Information Access Center where they teach so that they can take full advantage of the services it offers them and their students. Faculty members who wish to recommend the acquisition of materials that do not appear in the collections of their Access to Information Center, must obtain from the director of the Center or the librarian in charge of acquisitions, in the unit in which they serve, the forms that must be filled-out and returned to the Center.

6.6.3 Loans between Information Access Centers

At the request of faculty members, librarians will search the collections of other University units for specific materials that are not available at the faculty member's Information Access Center and, whenever possible, obtain those materials through interlibrary loan services. Faculty members should consult their librarian for additional information regarding these services.

6.6.4 Loans from the General Collection

Faculty members can borrow books from the general collection of the Information Access Center of their unit, as well as from any other Center of the University System. Such loans may be made for the duration of the term unless repayment is claimed for reserve or other special use. All materials must be returned at the end of the semester, quarter, or summer session or fines will be charged.

6.6.5 Audiovisual Equipment and Materials

In some cases, the audiovisual section of the Information Access Center may provide the staff to operate the equipment in the classroom. If such service is not available, the section staff will train the faculty member in the proper operation of the equipment and use of the materials.

The audiovisual section provides the necessary services and facilities to produce certain audiovisual materials. As the extent and type of such services and facilities varies from one unit to another, it is necessary for faculty members to familiarize themselves with the services available at the Information Access Center of their unit and to ascertain whether it is feasible to use facilities in other centers to produce materials.

6.7 Office Supplies and Support Services

The University supplies paper and the means to reproduce the tests and exams and other evaluation instruments. Faculty members should find out from their immediate supervisor the services provided by the department to support their academic work, and the appropriate process to use them.

PART VII

Amendments

7.1 Procedure for Amendments

Proposals to amend this *Handbook* may originate in the academic senates, in the University Council, in the Presidency of the University or in the Board of Trustees. Such amendments require the approval of the Board of Trustees. A copy of the same will be sent to the faculty and administrators who deal with matters related to the amended sections as soon as they are approved.

Amendments to basic documents mentioned in this *Handbook* do not constitute amendments to the *Handbook*. However, such amendments that affect parts I and VI of this *Handbook* will take precedence over the content of the *Handbook* until the necessary revision is made and approved by the Board of Trustees.

The Inter American University of Puerto Rico reserves the right to modify, revoke, suspend, terminate, or change any or all the policies or general terms of this *Faculty Handbook*.