

**GEORGE MASON UNIVERSITY
AGENDA FOR THE FACULTY SENATE MEETING
DECEMBER 4, 2013
Robinson Hall B113, 3:00 - 4:15 p.m.**

I. Call to Order

II. Approval of the Minutes of November 6, 2013

III. Announcements

Provost Peter Stearns

IV. New Business - Committee Reports

A. Senate Standing Committees

Executive Committee

Academic Policies

Requirements for Bachelors' Degree

Attachment A

Budget & Resources

Faculty Matters

Nominations

Frank Allen Philpot (SOM) is nominated to fill a vacancy on the Academic Policies Committee

Organization & Operations

Revisions to General Education Committee Charge

Attachment B

B. Other Committees/Faculty Representatives

Faculty Handbook Committee - Suzanne Slayden, Chair

Attachment C

General Education Committee – Janette Muir, Chair

Attachment D

Technology Policy Committee – Stanley Zoltek, Chair

V. Other New Business

VI. Remarks for the Good of the General Faculty

VII. Adjournment

ATTACHMENT A

Proposal to Change Maximum Number of Credits in Non-Degree Status

Current Policy:

AP.5.3.2 Requirements for Bachelor's Degrees

Residency. At least one-fourth of the total credits applied to the degree must be completed at Mason and include at least 12 upper-level credits (courses numbered 300 or above) in the major program. A maximum of **18 credits** earned in non-degree status at Mason can be applied toward a bachelor's degree

Proposed Change:

AP.5.3.2 Requirements for Bachelor's Degrees

Residency. At least one-fourth of the total credits applied to the degree must be completed at Mason and include at least 12 upper-level credits (courses numbered 300 or above) in the major program. A maximum of **30 credits** earned in non-degree status at Mason can be applied toward a bachelor's degree

Rationale for Proposed Change:

Currently, students in non-degree status can earn only 18 credits toward a bachelor's degree. This restriction has been in place for many years and does not meet the needs of the changing student body. The Provost Office for Undergraduate Education would like for us to consider increasing this number to 30 credits for the following reasons:

- 1) The well-established nursing program has developed the RN → BSN program that accepts 30 credits in non-degree status based on a separate articulation. Additional paperwork is always required to ensure students are given the credit they deserve.
- 2) There is an increasing number of high achieving students in Governor's School and other High School dual enrollment programs that want to count more towards a college degree. Currently, they are unable to do so given the present system. The increase in dual enrollment is directly acknowledged at the state level with specific directives to community colleges to increase dual enrollment offerings.
- 3) There are students who remain in non-degree status who simply have not filed the paperwork for various reasons and then many of their courses do not count as they move towards graduation.
- 4) Most importantly, as the Mason-INTO program is designed, international students in the pathways program will complete approximately thirty credits in non-degree status before progressing into Mason degrees.

ATTACHMENT B

~~General Education~~ Mason Core Committee

(Charge as revised and approved by the Faculty Senate – April 1, 2009, composition of membership amended September 7, 2011)

Composition:

The membership of the Committee comprises 14 voting members:

- A. Eight elected from the Faculty Senate for staggered three year terms ensuring that most academic units are represented, one at least should be a senator;
 - B. Four faculty appointed by the Provost;
 - C. The Associate Provost for ~~General~~ Undergraduate Education;
 - D. A representative from the Center for Teaching and Faculty Excellence (ex officio);
 - E. A representative from the Office of Institutional Assessment (ex officio);
- and
- D. One student elected by the Student Senate.

Charge:

- A. The Committee will work in cooperation with the Associate Provost for ~~General~~ Undergraduate Education on all matters concerning the Mason Core (formerly general education).
- B. For all foundation, core, and -synthesis and/or capstone experience ~~general education~~ Mason Core requirements, the Committee will approve courses to fulfill these requirements. The Committee will develop procedures for the measurement of "satisfactory skills in oral and written presentations" for the synthesis and/or capstone experience requirement, and work with the Office of the Provost to develop procedures for the demonstration of these skills.
- C. The Committee will approve and monitor, through periodic review, the proficiency examinations related to the ~~general education~~ Mason Core requirements, the competency tests, and any other alternatives proposed to fulfill the requirements.
- D. The Committee will maintain a file of all proficiency examinations and will approve policies related to their administration.
- E. The Committee will confer with the Faculty Senate Committee on Academic Policies when changes to ~~General Education~~ Mason Core requirements impact the entire university and/or would be a change to the university catalog.
- F. The Committee will provide an annual report to the Faculty Senate. The report shall include:
 - a) The number of students taking and passing proficiency examinations; and,
 - b) Changes in the criteria for ~~general education~~ the Mason Core;More frequent reports to the Faculty Senate might take place as adjustments to the ~~general education~~ Mason Core program may warrant.

ATTACHMENT C

Agenda item from the Faculty Handbook Revision Committee for the Faculty Senate meeting, December 4, 2013

The Rector has asked that some revisions to the Preface and Chapter 1 of the Faculty Handbook be made as soon as possible. The revisions, as discussed and approved by the Faculty Handbook Revision Committee and administration representatives, appear at the end of this agenda.

The suggested revisions appear in two formats: tracked changes and a "final" without markup.

Revisions approved by the Faculty Senate will be considered by the BOV at either their December or February meeting.

ATTACHMENT D

Resolution from the General Education Committee

The general education committee recommends replacing the “Synthesis” requirement with a “Capstone Experience” associated with the major.

Description:

The Mason Core: Capstone Experience

Each major or program will offer a capstone experience as the final element of the Mason Core. While it should engage the Mason Vision, its primary development and assessment reside with the originating degree or program.

Background:

The original intent of the synthesis requirement was to provide a culminating gen ed experience for students. In practice, however, the synthesis requirement has been challenging due to the following:

1. Course taking patterns for students vary, thus synthesis is taken at different times rather than following other gen ed requirements;
2. Many students transfer to Mason with most of their lower level gen ed waived due to general articulation agreements;
3. Many departments currently use a capstone experience to fulfill the synthesis requirement;
4. Assessment results are uneven due to the variety of courses that have been included in this category.

Most importantly,

Shifting to a “capstone experience” located in a student’s major will put the locus of control on a culminating degree experience within the local unit. Therefore, each department can determine, with some modest direction, what learning outcomes work best for their students. This focus also responds to national conversations around the kinds of courses that work best for students as they complete their college degrees.

Some possible examples of capstone experiences:

- ✓ Courses that are already required within the major, but can be mapped to learning outcomes for the Mason Core.
- ✓ A research based course
- ✓ A student practicum or internship
- ✓ A current set of synthesis courses already located in a department

Preface to the Handbook

The *George Mason University Faculty Handbook* defines and describes the conditions of full-time instructional, research, and clinical faculty employment; the structures and processes through which the faculty participates in institutional decision-making ~~and governance~~; and the academic policies of the University as established by its Board of Visitors. As an institution of higher education of the Commonwealth of Virginia, George Mason University is governed by the Code of Virginia. Nothing in this Handbook shall be interpreted as creating any right or benefit not duly authorized by law, or which is contrary to any law, policy, rule or regulation of the Commonwealth of Virginia.

The provisions of the *Faculty Handbook*, as amended from time to time, are incorporated by reference in all full time instructional, research, and clinical faculty employment contracts. ~~These provisions are binding on the University and on individual faculty members. The Faculty Handbook governs the employment relationship of individual faculty members, and sets forth the rights, privileges, and responsibilities of faculty members and of the University.~~ Faculty and academic administrators are expected to read the *Faculty Handbook* and to be familiar with its contents.

[Stating that the provisions are binding does not make it so. See the end of this document for a reference and excerpt from the AAUP's "Faculty Handbooks as Enforceable Contracts: A State Guide".]

See the end of this document for language incorporated into faculty appointment contracts. The letter of appointment, Attachment (incorporated by reference) and Faculty Handbook (incorporated by reference) all together govern the employment relationship and set forth rights, privileges, and responsibilities. Removing the words, above, do not remove faculty rights, privileges, and responsibilities – these are defined in the remainder of the Faculty Handbook.]

~~Except as noted below,~~ Revisions to the *Handbook* may be proposed by ~~any of the parties who have participated in its adoption:~~ the Board of Visitors; the Faculty Senate, ~~acting~~ on behalf of the General Faculty; and the central administration.

Proposals to revise the Handbook originating from the Faculty Senate or University administrators will be considered by a joint committee of the faculty and the central administration consisting of three faculty elected by the Faculty Senate, at least one of whom must be a Faculty Senator and at least one of whom must be tenured, ~~and~~ two administrators appointed by the Provost. ~~The chair of the Faculty Senate appoints one of the elected faculty members as the committee chair. Arrangements must assure an expeditious meeting in cases of urgency. It is not necessary to convene a committee for the following cases:, and one representative from the Human Resources Department.~~

[“...originating from the Faculty Senate or University administrators...”, originally deleted by the committee, was reinserted after consultation with BOV.]

- ~~Revisions proposed and approved by the Faculty Senate, and approved by the Provost;~~
- ~~Revisions proposed by the central administration, and submitted to and approved by the Faculty Senate.~~

[This section establishes a permanent Faculty Handbook Committee. In practice, the 2009 procedure did not work well. What has worked in practice is a joint committee with three elected faculty, a representative of the Provost's office, a Senior Associate Dean/Department Chair, a representative from Human Resources, and a member of the Office of University Counsel. The committee works strictly by consensus. Any revisions must be approved by both the Faculty Senate and the administration. The administration (principally the Provost) gives its approval through the joint committee; the Faculty Senate then votes. In cases where the Faculty Senate does not agree with the revision, it is sent back to the committee.]

All revisions require the formal approval of the Board of Visitors. ~~Each revision shall be incorporated, as of the effective date fixed by the Board, in all existing and future faculty employment contracts; however, no revision shall operate retroactively to change materially the substantive rights of any faculty member or the conditions of award of tenure for faculty members already granted tenure, or who have filed a written request with his or her dean or director to be evaluated for the award of tenure. For example, the conditions of employment governed by the Handbook may be changed prospectively and criteria for tenure may be changed for faculty who have not been awarded tenure, but may not be changed for faculty already tenured.~~ Where no effective date is fixed for a revision, it shall become effective on July 1st following its approval by the BOV.

[There are difficulties with this language, most especially with the word "retroactively". (Note that conditions of employment may be changed prospectively.) For example, "the conditions of award of tenure for faculty members already granted tenure" and "may not be changed for faculty already tenured" – if a person is tenured then there can no longer be a condition for its award, and by definition the tenure cannot be retracted.

There is little likelihood that a retroactive FH revision would affect a candidate for tenure, given the time-frame of advancing to candidacy and the usual effective date of FH revisions. It is to be remembered that the Faculty Senate would have approved such a retroactive revision (likely?); the BOV cannot be prevented from taking any action affecting the award of tenure. However, there is some justifiable concern over the broader issue that perhaps needs to be incorporated elsewhere in the FH. In Section 2.7.3 Procedures for Promotion and Tenure, there is nothing to prevent first- and second-level review committees (or the Dean or Provost) from changing evaluation criteria (and thus the condition of award of tenure) from one year to the next without notice, and doing so is not a FH issue.

Likewise the phrase "...operate retroactively to change materially the substantive rights of any faculty member" is not entirely clear. There may be changes to university policy and/or the FH that do change rights (example of substantive ?) but it is not clear how a change would operate retroactively.]

~~When a policy or procedure described in this Handbook is subject to the Faculty Senate and the Provost have alternative interpretations, then of language in this Handbook, the Provost and the Faculty Senate Executive Committee will be the designated body to jointly attempt to resolve the disagreement matter. If an agreement cannot be reached, the President will decide.~~

~~As of the date of the adoption of this edition of the Handbook, all prior policies with respect to matters covered therein are superseded. With the exception of the bylaws governing the University's Board of Visitors, the provisions of this Handbook supersede all inconsistent bylaws, policies and procedures in effect at the time of its adoption by the Board of Visitors (including, if applicable, custom and usage) of any officer, person, body, or unit of the University, including but not limited to the President or other officer of the University and any college, school, institute, department or other faculty organization.~~

~~The Handbook Committee acknowledges that As of the date of its adoption, this edition of the Handbook supersedes all previous editions of the Handbook.~~

[The BOV wanted a comprehensive list of all university "bylaws, policies and procedures" that would be superseded by the FH. As the deadline approached for this agenda, the sentence was changed. However, it is not entirely acceptable, and revision is needed.]

Some sections of this Handbook use language taken from policy statements of the American Association of University Professors. The use of AAUP language does not, however, represent any University endorsement of AAUP policies other than those explicitly contained in this *Handbook*.

The Faculty Senate and the Provost's Office assume joint responsibility for updating and maintaining the contents of the *Faculty Handbook* in both the print and web versions.

University policies are located on the university's website at <http://universitypolicy.gmu.edu/>. The Provost's Office web address is <http://provost.gmu.edu/>. Other important information is located on the websites of the Human Resources and Payroll Office (<http://hr.gmu.edu/>) and the Office of Equity and Diversity Services (<http://equity.gmu.edu/>). Please refer to these websites for issues not addressed in the *Faculty Handbook*.

Members of the Handbook Committee, 2009 Edition

Richard L. Coffinberger, Chair	David J. Harr
Kevin A. Avruch	Marilyn Sanders Mobley
Lorraine A. Brown	David W. Rossell
Martin E. Ford	Suzanne W. Slayden

REVISION HISTORY

****No change****

CHAPTER I. UNIVERSITY ORGANIZATION

1.1 The Rector and Board of Visitors

Responsibility for the governance of George Mason University is vested by the laws of the Commonwealth of Virginia in the Rector and Board of Visitors. Members of the Board of Visitors are appointed by the Governor of the Commonwealth to serve fixed terms of four years. The Rector is a member of the Board, elected by the Board to serve as its chair.

Without limiting the generality of its powers, the Board of Visitors exercises its authority principally in policy making and oversight. With the exception of meetings convened in executive session, meetings of the Board of Visitors and its committees are open to the public. The chair of the Faculty Senate sits as a non-voting representative to the full Board. The voting membership of the General Faculty (see Section 1.3.1) shall elect a non-voting representative to all standing committees of the Board, except the Audit Committee (see below). To accomplish this, the Faculty Senate shall conduct elections biennially. The candidates will come from the voting membership of the General Faculty. The Faculty Senate will notify the Rector of the outcome of the election. A separate faculty member may be selected by the Board to serve as a nonvoting, faculty liaison to the Audit Committee. No faculty member may serve concurrently on more than one committee. No faculty member can serve more than three consecutive 2-year terms, although subsequent reelection is permitted.

1.2 Administrative Organization

1.2.1 The President

The Board of Visitors appoints the President of the University, who serves at its pleasure. The President is the chief executive officer of the University and reports to the Rector and Board of Visitors. As chief executive officer, the President is invested with full authority and responsibility for all administrative and curricular matters, in accordance with the policies of the Board of Visitors. The President is charged with carrying out the policies of the Board and providing leadership to the University's faculty, staff, and students in achieving major objectives. Within guidelines established by the laws of the Commonwealth of Virginia and the Board of Visitors, the President is in charge of day-to-day administration and operation of the University.

[“...in accordance with the policies of the Board of Visitors” added 12-2-2013 after consultation with BOV.]

1.2.2 The Provost

The Executive Vice President for Academic Affairs and Provost (hereafter abbreviated as Provost) is the chief academic officer of the University and is responsible for formulating and implementing all university academic policies, and for all educational matters. The Provost is appointed by the President and serves at the President's pleasure.

The Provost functions as the liaison to the Faculty Senate for the university administration and has a primary responsibility to keep the Faculty Senate informed about new initiatives as well as ongoing developments within the University. The Provost implements this function in a manner that promotes the highest levels of faculty participation in the shared governance of the University.

1.2.3 Executive Council and President's Council

*****No change*****

1.2.4 Academic Deans and Directors as Members of the Central Administration

*****No change*****

1.2.5 Faculty Participation in the Selection of Certain Members of the Central Administration

The faculty plays a vital role in the appointment and reappointment of senior academic administrators and other leadership positions related to the academic mission of the university.

The Board of Visitors provides for participation on presidential search committees by faculty who are elected by the General Faculty. The search and selection process must may, when feasible, include opportunities for the General Faculty to meet with candidates who are finalists for the presidency. The Board of Visitors also provides for participation in the process of presidential reappointments or contract extensions by faculty who are elected by the General Faculty. This process includes an opportunity for the General Faculty to meet with the President to discuss his or her achievements and future plans for the university.

[As a reminder, this is what the Faculty Senate approved in Feb., 2013 as the revisions to this paragraph (which were not ultimately reviewed by the BOV):

The Board of Visitors provides for participation by faculty on presidential search, reappointment, and contract extension committees. A minimum of 25% of the committee must be composed of members of the General Faculty, at least half of whom are elected by the General Faculty, with the remainder appointed by the Board of Visitors. No more than one representative from any school/college/institute may serve on the committee. The Board will make concerted efforts to further engage the faculty in the selection process (e.g., conducting a survey of faculty regarding desirable characteristics; providing an opportunity for General Faculty or representatives of the General Faculty to meet with finalists). In the case of reappointment or contract extension, this process includes an opportunity for the General Faculty to meet with the President to discuss his or her achievements and future plans for the university.]

The President provides for faculty participation on search and reappointment committees for the Provost by faculty who are elected by the General Faculty. The search and selection process

~~must~~will include opportunities for the General Faculty to meet with the Provost or with candidates who are finalists for the Provost position.

The Provost provides for participation on search and reappointment committees for college, school, or institute deans and directors by faculty who are elected from and by the faculty of the college, school, or institute in which the appointment will occur. The search and selection process ~~must~~will include opportunities for the college, school, or institute faculty to meet with the dean /director or with candidates who are finalists for the position.

The Faculty Senate will assist in conducting elections by the General Faculty.

1.3 Faculty Organization

The faculty conducts its work and participates in institutional governance at the University level, the college, school, or institute level, and the level of the local academic unit (defined in Section 1.3.6). The faculty is organized accordingly, to provide for the exercise of its responsibilities at all three levels, as described in Sections 1.3.1 through 1.3.6 below. In accordance with the best traditions of American universities, the faculty plays a primary role in two types of determinations: the University's academic offerings, and the hiring, promotion, and tenuring of faculty personnel actions. The faculty also plays a vital role in academic organization and institutional change.

[It was interpreted by administration that “personnel actions” included many routine duties usually done by staff/department heads, in addition to the professional judgments involved in interviewing, hiring, promotion and tenure. This change clarifies the role of faculty.]

1.3.1 The General Faculty

~~The General Faculty participates in governance at the university level. All members of the University community may attend meetings of the General Faculty and participate in the debate of matters that come before it. The voting membership of~~ The General Faculty consists of all faculty who have full-time instructional tenured or tenure-track appointments or who have full-time term instructional, research, or clinical appointments. ~~This terminology replaces such previous terms as “probationary”, “contract”, or “restricted” appointments~~ All members of the General Faculty have voting rights.

~~Without relinquishing the generality of its powers,~~ The General Faculty ~~delegates~~delegated by Charter to the Faculty Senate the responsibility for shared academic governance at the university level. Only those faculty who have instructional appointments ~~—tenured, tenure-track, term, or adjunct—~~ may be elected to the Faculty Senate.

~~The General Faculty is required to meet at least once each semester.~~ Meetings of the General Faculty are scheduled by the President of the University, who serves as presiding officer. ~~Additional meetings may be scheduled at the President’s discretion.~~ If at least 10% of the voting membership petitions for a called meeting of the General Faculty, the President is obliged to schedule it within thirty days, or within ten days if the purpose of the call is to modify the

authority the General Faculty has granted the Faculty Senate, or to reverse specific decisions of the Senate, or to amend the Senate charter. All members of the University community may attend meetings of the General Faculty and participate in the debate of matters that come before it.

[The revisions above are mainly a reorganization of the section that puts the definition of General Faculty at the top. The reference to archaic language that was still occasionally used in 2009 is deleted, as is the requirement for twice-yearly meetings of the General Faculty. The last record of a General Faculty meeting was 9/21/1995. There has seemingly been no desire by the General Faculty to meet. A requirement that no one observes seems meaningless to maintain in the FH. Note that the mechanisms for either the President or the General Faculty to call a meeting remain intact.]

1.3.2 The Faculty Senate

~~Under powers~~As delegated to it by the General Faculty, the Faculty Senate is the principal faculty advisory body to the President. ~~It has particular responsibility for~~The Faculty Senate collaborates with the ~~formulation of~~Provost to formulate university-wide academic policies ~~and~~. The Faculty Senate is the principal voice of the faculty in matters affecting the faculty generally. It advises the President and other members of the central administration concerning matters that affect the welfare of the University as a whole.

The principal function of the Faculty Senate is to represent the faculty views on all academic and governance issues not internal to any single school, college, or academic institute, including, but not limited to, curricular matters, matters concerning terms and conditions of faculty employment, and matters of academic organization and institutional change. In these matters, the Provost and Senate will consult during the process of planning and implementing changes. To ensure timely consultation about these and other matters, the Provost meets regularly with the Senate's Executive Committee. Meetings with the President and/or other members of the central administration occur as needed.

The Senate meets at least monthly during the fall and spring semesters. Meetings of the Senate are open to all members of the university community, who may speak to any item of business on the agenda. Only members of the Senate, however, may introduce motions and vote. The Faculty Senate deliberates in a respectful and open manner, consistent with existing principles of university discourse.

Final without Markup

Preface to the Handbook

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All revisions require the formal approval of the Board of Visitors. Where no effective date is fixed for a revision, it shall become effective on July 1st following its approval by the BOV.

When the Faculty Senate and the Provost have alternative interpretations of language in this Handbook, the Provost and the Faculty Senate Executive Committee will jointly attempt to resolve the matter. If an agreement cannot be reached, the President will decide.

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The Provost functions as the liaison to the Faculty Senate for the university administration and has a primary responsibility to keep the Faculty Senate informed about new initiatives as well as ongoing developments within the University. The Provost implements this function in a manner

that promotes the highest levels of faculty participation in the shared governance of the University.

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1.2.4 Academic Deans and Directors as Members of the Central Administration

******No change******

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The faculty plays a vital role in the appointment and reappointment of senior academic administrators and other leadership positions related to the academic mission of the university.

The Board of Visitors provides for participation on presidential search committees by faculty who are elected by the General Faculty. The search and selection process may, when feasible, include opportunities for the General Faculty to meet with candidates who are finalists for the presidency. The Board of Visitors also provides for participation in the process of presidential reappointments or contract extensions by faculty who are elected by the General Faculty. This process includes an opportunity for the General Faculty to meet with the President to discuss his or her achievements and future plans for the university.

The President provides for faculty participation on search and reappointment committees for the Provost by faculty who are elected by the General Faculty. The search and selection process will include opportunities for the General Faculty to meet with the Provost or with candidates who are finalists for the Provost position.

The Provost provides for participation on search and reappointment committees for college, school, or institute deans and directors by faculty who are elected from and by the faculty of the college, school, or institute in which the appointment will occur. The search and selection process will include opportunities for the college, school, or institute faculty to meet with the dean /director or with candidates who are finalists for the position.

The Faculty Senate will assist in conducting elections by the General Faculty.

1.3 Faculty Organization

The faculty conducts its work and participates in institutional governance at the University level, the college, school, or institute level, and the level of the local academic unit (defined in Section 1.3.6). The faculty is organized accordingly, to provide for the exercise of its responsibilities at all three levels, as described in Sections 1.3.1 through 1.3.6 below. In accordance with the best

traditions of American universities, the faculty plays a primary role in two types of determinations: the University's academic offerings, and the hiring, promotion, and tenuring of faculty. The faculty also plays a vital role in academic organization and institutional change.

1.3.1 The General Faculty

The General Faculty consists of all faculty who have full-time instructional tenured or tenure-track appointments or who have full-time term instructional, research, or clinical appointments. All members of the General Faculty have voting rights.

The General Faculty delegated by Charter to the Faculty Senate the responsibility for shared academic governance at the university level. Only those faculty who have instructional appointments may be elected to the Faculty Senate.

Meetings of the General Faculty are scheduled by the President of the University, who serves as presiding officer. If at least 10% of the voting membership petitions for a called meeting of the General Faculty, the President is obliged to schedule it within thirty days, or within ten days if the purpose of the call is to modify the authority the General Faculty has granted the Faculty Senate, or to reverse specific decisions of the Senate, or to amend the Senate charter. All members of the University community may attend meetings of the General Faculty and participate in the debate of matters that come before it.

1.3.2 The Faculty Senate

As delegated to it by the General Faculty, the Faculty Senate is the principal faculty advisory body to the President. The Faculty Senate collaborates with the Provost to formulate university academic policies. The Faculty Senate is the principal voice of the faculty in matters affecting the faculty generally. It advises the President and other members of the central administration concerning matters that affect the welfare of the University as a whole.

The principal function of the Faculty Senate is to represent the faculty views on all academic and governance issues not internal to any single school, college, or academic institute, including, but not limited to, curricular matters, matters concerning terms and conditions of faculty employment, and matters of academic organization and institutional change. In these matters, the Provost and Senate will consult during the process of planning and implementing changes. To ensure timely consultation about these and other matters, the Provost meets regularly with the Senate's Executive Committee. Meetings with the President and/or other members of the central administration occur as needed.

The Senate meets at least monthly during the fall and spring semesters. Meetings of the Senate are open to all members of the university community, who may speak to any item of business on the agenda. Only members of the Senate, however, may introduce motions and vote. The Faculty Senate deliberates in a respectful and open manner, consistent with existing principles of university discourse.

APPENDICES

Faculty Handbooks as Enforceable Contracts: A State Guide
2009 American Association of University Professors.

“**Introduction** . . . The guide provides background to help professors, administrators, and their lawyers analyze whether the provisions of a faculty handbook are enforceable as a contract. . . .”

“**Background** . . . A faculty member, however, almost always has a contract or letter of appointment. Courts are often asked to decide whether a faculty handbook— which includes policies, rules, and procedures under which professors work— also establishes a contractual relationship between a professor and an institution. The issue usually arises in the context of a breach-of-contract claim, and the question is whether the faculty handbook is part of the employment contract between the professor and the institution. A majority of states have held that contractual terms can at times be implied from communications such as oral assurances, pre-employment statements, or handbooks (Chagares 1989). Of these, handbooks are the most common source of implied contractual terms (Chagares 1989).

“Faculty handbook cases raise many issues, including:

- Must a faculty handbook be expressly incorporated by reference into a professor’s letter of appointment for the handbook terms to be enforceable?
- May a faculty handbook become part of a professor’s employment contract based on the university’s established practices even when no express reference to the handbook exists in that contract?
- Is a faculty handbook a unilateral policy statement subject to change at the discretion of the institution?
- Must a faculty handbook meet the legal contract requirements of offer, acceptance, and consideration before the handbook is enforceable as an employment contract? (Consideration is a legal term referring to something of value given in exchange for a promise.)
- What is the legal effect of a disclaimer in a faculty handbook in which a college or university disavows any intent to be contractually bound by the contents?
- Do faculty members at public institutions have a constitutionally protected due process and property interest in continued employment based on a handbook’s provisions? (Property interest has been defined by the U.S. Supreme Court as follows: “A person’s interest in a benefit is a ‘property’ interest for due process purposes if there . . . are rules or mutually explicit understandings that support his claim of entitlement to the benefit and that he may invoke at a hearing.” *Perry v. Sindermann*, 408 U.S. 593, 601 (1972).)
- When a university or college updates its faculty handbook or merges with another institution, does the new or the old handbook control a professor’s claim?”

- *TERM INSTRUCTIONAL FACULTY (FULL-TIME)*

Date

Name

Address

Dear xxxx:

It is my pleasure to offer you the position of xxxx. I believe you will find George Mason University an exciting and rewarding environment in which to work, and a place where the contributions of faculty are valued.

This offer is subject to the terms and conditions of the Faculty Terms and Conditions of Employment, attached hereto as "Attachment A", which is incorporated herein by reference.

The terms of this offer are as follows:

- Title:
- Term:
- Appointment:
- Salary:
- Assignment:
- Other Terms:

If you are a new employee, on or before your first day of work you must complete necessary tax forms, complete the employment eligibility verification form (Form I-9), obtain your Photo ID and temporary parking pass, and sign up for direct deposit, at the New Employee Welcome (NEW) Center in the Human Resources & Payroll Department (<http://hr.gmu.edu/welcome>, (703) 993-2600), located in University Hall, Room 4135.

If these terms and conditions are acceptable to you, please sign and date in the space provided below, initial at the bottom right of each page, and return the original to my office. This offer will remain open until xxxx; if you do not sign and return this offer of employment before such date, this offer will be null and void.

I look forward to your acceptance of this offer and to a rewarding professional association in the future. Should you need additional information or assistance, please do not hesitate to call me. My telephone number is xxxx.

Sincerely,

I accept the appointment described under the terms and conditions set forth in this letter, including all terms and conditions in the Attachment referenced in this letter. I further acknowledge that I will be governed by the administrative policies and regulations of the University, currently in force and as amended in the future. I also acknowledge that said rules do not create any vested employment rights and that the University reserves the right to reassign me during my term of employment.

ATTACHMENT A

Faculty Terms and Conditions of Employment

1. Eligibility for Employment. Your employment is contingent upon providing the University, **prior** to your first day of employment, official documentation of degrees earned. An original transcript from the institution awarding the highest degree mailed to the Office of the Provost will ordinarily satisfy this requirement. Please forward to Office of the Provost, Attention: Personnel Project Manager, 4400 University Drive MSN 3A2, Fairfax, VA 22030. You are responsible for providing a certified third-party translation and evaluation of your academic transcripts, if required by the University. Your employment is contingent upon satisfying all Federal employment eligibility requirements, including any necessary work authorizations, and is contingent upon compliance with all applicable federal rules and regulations, including but not limited to those federal rules and regulations regarding sponsored research. Your employment is contingent upon making no false or misleading representations in your application for employment. Your employment is contingent upon a successful background investigation; if the results of such investigation are not satisfactory to the University, this contract is voidable by the University. Questions regarding employment-based immigration should be directed to the Office of International Programs and Services.
2. Approval of Appointment. This appointment is subject to approval by the appropriate University administrative officers. This appointment is also subject to the policies and bylaws of the Board of Visitors.
3. Faculty Handbook. Your appointment is subject to all terms and conditions of the Faculty Handbook (the "Handbook") and any future modifications to it. The Handbook, as modified, is hereby incorporated by reference, except as otherwise specifically provided by your offer letter. In the event of a conflict between the Handbook and your offer letter, the terms of your offer letter will take precedence.
4. General Conditions of Employment. George Mason University is an agency of the Commonwealth of Virginia, organized pursuant to statute. As is the case for all University employees, your employment is subject to the Acts of the General Assembly of Virginia, Executive Orders of the Governor, regulations adopted by the Board of Visitors of the University, all applicable regulations, and all policies of the University. As a condition of your employment, you are subject to all applicable practices, policies and procedures of the University, including but not limited to policies regarding conflicts of interests, nondiscrimination, outside professional activities, leave, and intellectual property. It is your responsibility to be aware of these policies and procedures, as well as all others which may apply to you. University policies and procedures are subject to change without notice. You agree to make best efforts to successfully perform your duties under this contract.
5. Benefits. You may be eligible to receive certain benefits provided to Commonwealth of Virginia and University employees. You are responsible for making all decisions and for taking all actions relating to such benefits, within established timeframes and deadlines. Questions regarding benefits should be directed to the Department of Human Resources and Payroll.
6. Taxation and Direct Deposit. All amounts paid by the University to you may be subject to taxation both for reporting and withholding. Any amounts subject to withholding will have taxes withheld in accordance with federal and state law. If you accept this offer and it is your first appointment to George Mason University, you must complete tax forms in order to receive payment. Electronic direct deposit is mandatory for all employees.
7. Assignment. The University reserves the right to change your assignment, as well as your physical location, at any time during the Term of this contract, and you may be reassigned duties as determined by the University.
8. Outside Activities. You may not engage in any outside activities which interfere with the proper performance of your duties. You are also subject to all University policies regarding outside activities, including policies regarding conflicts of interest.
9. Resignation. If you resign prior to completion of the Term of this contract, you agree to provide notice to the University as provided in the Handbook.
10. General Terms. This contract may be modified only by a written agreement signed by both you and by an authorized employee of the University. The waiver by either party of a breach of any provision of this contract will not operate or be construed as a waiver by that party of any prior or subsequent breaches. All agreements and covenants contained herein are severable, and if an appropriate court declares any such agreement or covenant to be invalid, this contract will be interpreted and applied as if such invalid agreements or covenants were not contained herein. This contract shall be construed in accordance with the laws of the Commonwealth of Virginia. Venue for determination of the legal rights and obligations of the parties to this contract shall be an appropriate court in the Commonwealth of Virginia. This contract contains the entire agreement for employment by and between you and the University for the position stated in this contract. Oral modifications, additions, or supplementation to this contract shall have no effect and shall not bind the parties. This contract supersedes all prior contracts of employment entered into between you and the University. Paragraph headings are mere catchwords and shall not be used in interpretation of the terms of this contract.
11. Availability. All instructional faculty must be available two weeks before classes begin and two weeks after classes end.
12. Extension or Renewal. Extension or renewal of the Term, if any, is at the sole option of the University and the University need not provide explanation of the decision to renew or not renew (except as the Handbook otherwise provides for Tenure-Track Faculty). Renewal depends upon many factors including but not limited to availability of funding, organizational need, or acceptable performance. Extensions or renewals of Term may be for a different period than the initial Term, and satisfactory performance does not guarantee renewal of appointment. To be valid, any extension or renewal of the Term must be in writing and signed by the Provost or appropriate designee of the University. You understand that there is no claim on future employment beyond the Term of this contract. If you are not notified in writing by the University of renewal or extension of this contract, this contract will expire on the last day of the Term stated in your offer letter.