

*Inter American University of Puerto Rico*



*Faculty Handbook*

*May 2017*

## *Preface*

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

All amendments approved by the University Council and the President of the University which received approval of the Board of Trustees up to May of 2017 are included. The amendments approved after June of 2017 will be included in the electronic version of the *Faculty Handbook*, found in the webpage [www.inter.edu](http://www.inter.edu).

This document consists of seven parts: The University: Historical Background, Governance and Organization; The Faculty: Faculty Duties; Faculty Rights; Policies and Procedures on Contracts and Promotions; Academic Organizational Policies and Procedures; Amendments. Also included are ten informative appendixes.

This 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

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### *The University: Historical Background, Governance and Organization*

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#### 1.1 *Vision*

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

#### 1.2 *Historical Background*

Inter American University of Puerto Rico is a non-profit private institution, of a Christian and ecumenical nature, that offers a university education to persons of both sexes. Rev. J. Will Harris originally founded it in 1912, as the Polytechnic Institute of Puerto Rico, serving as an elementary and high school on the land occupied today by the San German Campus. In 1921, the first university level courses were offered, and in 1927 the first Bachelor's degrees were conferred. In 1944, the Middle States Association of Colleges and Secondary Schools accredited the Institution. It was the first liberal arts college to receive such accreditation in Puerto Rico and outside the continental United States. This accreditation has been maintained since then. Until 1956, the Institution operated as a small church-related liberal arts college. In that year, the name of the Institution was changed to Inter American University of Puerto Rico. During the decade of 1956 to 1966, teaching centers were established in more than 15 towns on the Island. Eventually, these were consolidated into what is today known as the campuses. In 1961, the University established its first professional school, the School of Law, in the metropolitan area of San Juan. Its second professional school, the School of optometry, was established in 1981.

In 1974, as a result of the reorganization of the Presbyterian Church of the United States, which began in 1969, and of its political reorientation in regards to the higher education institutions related to churches, the Charter Letter of Inter American University of Puerto Rico was changed. It became a private and independent post-secondary education institution, with an ecumenical orientation. Notwithstanding, 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 principal purpose of Inter American University of Puerto Rico is the development of the talent of men and women, independent of their race, color, creed, sex, age, nationality, social condition, their condition of veterans with disabilities, veterans of the Vietnam Era, and physical, mental, or sensorial disability. This development takes place through a post-secondary education with extensive and varied areas, including, but without being limited to, a liberal, graduate, professional and occupational education, leading to the degrees, diplomas and certificates that are usually granted in higher education or post-secondary institutions and recognized, and accredited by public agencies.

In harmony with its principal purpose, Inter American University of Puerto Rico, committed to democratic and Christian principles, has the mission of contributing to ethical, social, and cultural undertakings. It also has the mission of preparing human resources qualified both occupationally and professionally, with a civic and social sense of responsibility, who can exercise an effective leadership in the different fields of human activity, and who can adapt to different scenarios of activity, including foreign ones.

### 1.4 *Goals of the University*

The goals that guide Inter American University are:

- a. To provide and maintain a positive atmosphere in the university community that will foster intellectual, social, and moral development based on the fundamental values of Christianity.
- b. To promote a liberal education that will lead to the development of an educated person, well-versed in the fields of human knowledge, through the development of critical thinking, moral and civic responsibility, skills in social integration, scientific and mathematical knowledge, and a sensibility for the arts that enhance a full life.
- c. To succeed in having the student become functionally proficient in the use of Spanish or English, and in developing an acceptable level of competency in the other language.
- d. To stimulate student understanding and appreciation of Puerto Rico's cultural heritage, its origins, development and contributions and relations with the Caribbean, the Americas and the rest of the world and the commitment to preserve it.

- e. To offer a non-proselytizing cultural, ecumenical, and moral religious education to increase student awareness of the place of religion in all civilizations and their understanding of its relationship to other disciplines.
- f. To offer a variety of programs and services at the undergraduate, graduate, occupational and professional level in accordance with the changing necessities of the student population and of society in its global context.
- g. To foster the ongoing growth and commitment of the faculty in the application of teaching methods, in the mastery of subject matter and in their personal and professional development.
- h. To foster the continuous development and improvement of the support personnel of the teaching staff.
- i. To succeed in having the support programs for the teaching staff and student services and activities work in harmony with the academic program so as to enhance the total education of the student.
- j. To achieve constant progress, properly planned, in the field of new technology with relation to the academic program, educational strategy, support of the faculty, student services, and administration.
- k. To stimulate research and creative activity in the entire academic community to enrich the Institution's educational endeavors, to increase human understanding of the environment and of the world, and to generate new knowledge and technology.
- l. To create an awareness of the social, cultural, economic, environmental, and political problems that confront the Puerto Rican society, and to stimulate the search for solutions to these problems by defining and discussing them.
- m. To promote maximum coordination and cooperation with educational institutions, professional agencies and institutions in Puerto Rico and abroad that foster educational improvement at all levels.
- n. To stimulate the members of the communities the Institution serves to recognize the value of continuing personal and professional development by a variety of University program offerings that will enrich their lives and increase their knowledge.

- o. To assume a leadership role in promoting the cultural and social enrichment and the prosperity of the communities the Institution serves.
- p. To develop an educational philosophy based on education for peace.

### **1.5**      *Program Offerings*

Inter American University of Puerto Rico offers undergraduate, graduate and professional programs to obtain technical and professional certificates, and Associate, Bachelor's, Master's, and Doctoral degrees.

The academic programs at the University are based on the belief that if students are to attain personal success in life and make valuable contributions to society, they must develop extensive skills and intellectual knowledge. The objectives will be attained by satisfying the specific requirements of a general education in the arts, the sciences and the humanities, and through the study of a major. Religion is studied as an academic discipline to maintain a fruitful dialog in all other university disciplines. All campuses offer the general education requirements and the requirements of various majors to complete the Associate and Bachelor's degrees.

### **1.6**      *University Governance*

The highest governing body of Inter American University is a self-perpetuating Board of Trustees, whose members are elected by the Board itself without any outside intervention or tutelage of any kind. Institutional governance, as well as the disposition of its properties and the management of its affairs, resides in the Board of Trustees. The Board of Trustees has all the powers of a non-profit higher education post-secondary institution. It also has the authority to achieve its general objectives such as the management, regulation and control of its affairs and property, the election of its officers, and other matters pertaining to the accomplishment of its objectives.

### **1.7**      *The President*

Article III of the University Bylaws describes the functions of the President of the University, who is appointed by the Board of Trustees as the chief academic and administrative executive officer of the Institution. The President must act in accordance with the Certificates of Incorporation, the Bylaws, and 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 general public, according to the provisions set forth in the Bylaws.

## **1.8**     *Systemic Bodies of the University*

The Systemic Managerial Council and the University Council are the two systemic bodies in the University offering counsel to the President.

### **1.8.1**     *The Managerial Systemic Council*

The Systemic Managerial Council is the executive body of the President and its main purpose is to collaborate with him in strategic decision-making on the implementation of institutional policy approved by the Board of Trustees. This body counsels the President on the administration of institutional policy and on the preservation of the integrity of the University system.

### **1.8.2**     *The University Council*

The University Council is the institutional body authorized to coordinate the academic policy of Inter American University of Puerto Rico; to harmonize the academic policies of the different academic senates, thus insuring that they do not drift from institutional policy; to ratify the academic norms and regulations related to the Faculty and students, proposed by the different Academic Senates once their compatibility with institutional policy is verified. The University Council advises the President of the University on matters of broad educational, administrative, and research policy such as: (a) budget priorities; (b) general planning; (c) the establishment and dissolution of campuses, schools, divisions, institutes, and similar instructional units; (d) special affiliations and programs (e) regulations affecting faculty and students such as those concerning academic freedom and equal opportunities; and (f) the establishment of personnel policies and procedures. The Council fulfills this function of offering counsel when petitioned by the President of the University, through its own initiative, and by petition of the Academic Senates. All normative actions of the Council are subject to presidential concurrence before they become effective. Presidential veto may be appealed as set forth in the Bylaws of the Council.



The University Council is composed of the presidents of the Academic Senates of the units (in the case of the School of Law and the School of Optometry, one faculty member, elected by the Senate to represent that unit); one vice-president from the Academic Senates; three (3) students, one (1) from the graduate and/or professional programs and two (2) from the undergraduate programs, selected according to the provisions in the University Council Bylaws; the three (3) vice presidents of the University; two (2) chief executive officers from the units; one (1) representative of the administration; the President of the University and the person holding the position of Executive Secretary. These last two will have voice but no 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 located at the System Central Office. Among these are the Systemic Human Resources Office and the Systemic Juridical Adviser's Office.

The Systemic Human Resources Office has among its functions the development and establishment of the norms necessary for implementing institutional policies related to the areas of human resources and payroll.

The Systemic Juridical Adviser's Office is responsible for advising the President and the chief executive officers of the instructional units regarding compliance with local and federal laws and regulations related to the Institution. The judicial advisors of this office have the function of keeping all officers of the Institution informed of actions, procedures and forms of prevention aimed at avoiding risks leading to litigations. In case the University becomes part of litigation or another situation that so merits, the Office will determine the need to contract specialized legal counsel.

### **1.9.2**     *Vice Presidencies*

There are three vice presidencies in the System Central Office: the Academic and Student Affairs, the Management, Finance, and Systemic Services, and the Religious Affairs.

The President of the University is the academic leader and the chief executive officer of the System, and is assisted by the vice presidents. These officers represent, counsel and respond to the President for the results attained in systemic endeavors delegated to them. They interpret and promote institutional policies, develop the general norms and guidelines to direct and facilitate their implementation throughout the University System, and they monitor and evaluate the results of these policies.

In their areas of responsibility, the vice presidencies counsel, collaborate with and support the chief executive officers of the academic units.

#### **1.9.2.1**      *Vice Presidency for Academic and Student Affairs*

The Vice Presidency for Academic and Student Affairs is responsible for directing institutional policy in everything related to curriculum, students, faculty, research, and academic computation aspects. It is also responsible for the preservation of the integrity of the University system, assuring unity, and achieving coordination, and communication among its components in the areas included in the Vice Presidency.

The Vice Presidency for Academic and Student Affairs counsels the President of the University, develops and establishes the norms necessary for the implementation of institutional policies relative to the development of and curriculum coordination, assessment, the evaluation, and accreditation of academic programs; matters pertaining to faculty members, including recommendations to the President on evaluation of teaching personnel and students. This Vice Presidency also directs and coordinates the external resources, the consortium and educational innovation programs, and the process of systemic planning.

The Vice Presidency for Academic and Student Affairs offers technical support and advisement to the instructional units and monitors and

evaluates the results of the implementation of the academic norms and policies.

**1.9.2.2**      *Vice Presidency for Management, Finance, and Systemic Services*

The Vice Presidency for Management, Finance, and Systemic Services has the responsibility of directing institutional policy concerning finances, financial aid and general services. This Vice Presidency assumes the responsibility of ensuring the integrity and economic solvency of the University and striving for an efficient and effective management of the fiscal resources. It develops and establishes norms necessary for the implementation of institutional policies related to the areas of investment management, systemic strategic budget, systemic finances and accounting, financial aid, related enterprises, 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 Inter American University of Puerto Rico. It is responsible for coordinating the pastoral functions of the University system. It engages in coordinating the chaplaincies of the academic units as well as in offering chaplain services to the System Central Office. It fosters the incorporation of activities and projects that permit students and the academic community in general to undergo Christian experiences in a more direct way. It coordinates the project for the Revitalization of the Social and Moral Infrastructure of Puerto Rico. It also is responsible for supervising the work of the Center for Fostering the Christian Faith. It takes steps to attain external funds directed towards the development of academic religious activities and supports the development of social service consortia. It coordinates, together with the Vice Presidency for Academic and Student Affairs,

academic religious developments and offers counsel regarding these. Its functions also include the promotion of the image of the University as a Christian institution within and outside the University community, both in Puerto Rico and abroad, and it advises the President on matters regarding participation in religious organizations.

### **1.9.3**     *Instructional Units*

The University system has among its components eleven instructional units that are in charge of teaching-learning activities. These units are: Aguadilla, Arecibo, Barranquitas, Bayamon, Fajardo, Guayama, Metropolitan, Ponce, San German, the School of Law, and the School of Optometry.

#### **1.9.3.1**     *Structure of the Instructional Units*

The chancellors in the campuses and the deans in the professional schools are the chief executive officers of the instructional units and they respond to the President in matters of operation and development of the units they direct, according to the goals and objectives established and in harmony with the policies, norms and procedures adopted by the University. Among their more specific functions, which they may perform personally or delegate to other members of their personnel, are the following: to take the initiative in the development of new academic programs that respond to the needs of the communities served by their instructional units; to assume leadership in verifying that the current academic programs comply with the objectives for which they were designed; to develop an academic and intellectual climate for faculty and students, and to provide norms and internal procedures that insure an efficient operation of the unit.

The development of the budgetary proposals of the academic units and the fiscal vitality of the units, as well as student recruitment and the services that support these, are other areas of responsibility.

#### **1.9.3.2**      *Other Officers under the Chief Unit Officers*

The titles of officers serving under the chancellors and the deans vary slightly from one unit to another. In general terms, the responsibilities of these are similar, such as academic affairs, student affairs, and administrative and fiscal affairs. The function assigned to each officer and the specific functions, for which each one is responsible, may also vary from one instructional 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 officer. He acts with a certain degree of independence in the performance of the functions that require leadership and coordination from an integrated academic perspective to support teaching. This officer responds to the chief executive officer on academic normative policy.

The Dean of Academic Affairs at the campuses and the associate deans in the professional schools receive, review and discuss all recommendations related to the selection of faculty and the contractual decisions regarding faculty before sending them to the chief executive of their unit.

#### **1.9.3.4**      *Associate Dean - School of Law and School of Optometry*

The associate dean works directly with the members of the faculty in curricular affairs, programs, teaching effectiveness, and student evaluation.

### **1.9.3.5**      *Area Deans and Department Directors*

Some units have a structure of deanships and departments, and others operate only with departments. Where deanships exist, the academic authority is the dean. In the academic departments, the academic authority is the department director. If deanships or departments do not exist, faculty members respond directly to the deans of study or, for some matters, to the associate deans.

## **1.10**      *Faculty Participation in Institutional Governance*

The Board of Trustees delegates to the President of the University the responsibility of directing the University system and he, in turn, shares this responsibility with the faculty, according to the established norms and policies. The faculty participates in matters concerning academic offerings, and the academic norms and standards related to students and teaching personnel. The policy that includes the participation of the faculty in institutional governance is found in documents such as the *Faculty Handbook*, the *Constitution and Bylaws of the University Council*, and the *Constitution and Bylaws of the Academic Senates*.

### **1.10.1**      *Participation at the University System Level*

The faculty participates at the University System level in three ways:

- a.    in the presidency of the University Council
- b.    by representing the faculty in the University Council
- c.    as member of a special committee

#### **1.10.1.1**      *University Council*

Twelve (12) of the twenty-one (21) positions having a vote in the University Council are reserved for full-time faculty members. All instructional units are represented in the Council by the senate presidents, or in the case of the School 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 a

senate, elected from among all those occupying that position in said bodies.

Faculty members with probationary or tenured contracts who have served the University as full-time faculty members for at least two complete academic years immediately prior to the day of the election are eligible to occupy these positions. Each year, the members of the University Council elect a president from among the faculty representation.

#### **1.10.1.2**     *Special Committees*

From time to time, special committees are created to consider matters of importance to the University System. The President may appoint Faculty members to serve on these committees when it is deemed pertinent. These appointments are not for a fixed term, but until the committee finishes the assignment and is dissolved.

#### **1.10.2**     *Participation at the Instructional Unit Level*

Faculty members participates at the instructional unit level in three different ways; as members of:

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

##### **1.10.2.1**     *The Academic Senate*

The Academic Senate is the principal representative body empowered to deal with the norms related to quality and the performance of the academic function, and the overall welfare of each academic unit of the University. The Senates work in the coordination of academic policy in each unit, propose academic teaching and student norms and guidelines, and advise the chief executive officer of the unit.

The Academic Senates are composed of: (a) the faculty senators, elected according to the Bylaws of the Senates; (b) administration senators, *ex/officio* or elected according to the *Bylaws of the Senates*; (c) student senators elected according to the *Bylaws of the Senates* and the *General Student Regulations*. In the case of the School of Law and the School of Optometry, all full-time professors are members of the Senate.

#### **1.10.2.2**     *Standing Committees at the Instructional Unit*

The committees that operate at the level of the instructional unit may vary from unit to unit and from time to time. In all units there are two standing committees to consider the recommendations on decisions pertaining to faculty personnel: Committee for Promotions, Tenure, and Changes of Contract and the Committee for Sabbatical and Study Leaves, and Financial Aids. Special committees may be created to advise on the appointment of administrative officers in the academic area. In each instructional unit there is also a Faculty Appeals Committee.

#### **1.10.2.3**     *Committee for Promotions, Tenure, and Changes of Contract*

In the instructional units, this Committee consists of a number that will be no fewer than five (5) or greater than seven (7) faculty members. The composition is of one member from each of the divisions or departments, elected by the faculty he represents. At the School of Law and the School of Optometry, this Committee consists of a number no less than three (3) and no greater than five (5) members of the faculty elected from and by the totality of the faculty members. Once constituted, the Committee will select its president.

To become part of this Committee, faculty members must have tenure and hold the rank of professor. In the cases where there are not sufficient faculty members with these



qualifications to fill the positions available, faculty members holding the rank of associate professor or assistant professor with at least five (5) years under a probationary contract will be selected. In these cases, faculty members with the rank of assistant professor will be selected only when there are no faculty members with a higher rank for the positions. Faculty members who are requesting a summative evaluation may not form part of the Committee for Promotions, Tenure, and Changes of Contract during the year of their request.

The term of office for members of this Committee will be two (2) years. With the purpose of giving continuity to the process, approximately two thirds of the members of the Committee will remain active and one third will be substituted yearly. No faculty member may be elected to a second consecutive term under any circumstances.

In cases of vacancies occurring during the term of office of a committee member, the faculty members who elected him will hold a special election to select a substitute committee member to fill the remainder of the term for which the original member was elected. In addition to recommendations for promotion and tenure, the committee also recommends changes of contract from substitute or temporary to probationary.

#### **1.10.2.4**     *Committee on Sabbatical and Study Leaves and Financial Aid*

This Committee consists of the same number of members as the Committee for Promotions, Tenure, and Changes of Contract, elected in the same manner from among the faculty members, with the same requirements described in the section on the Committee for Promotions, Tenure, and Changes of Contract. A faculty member who applies for a sabbatical, study leave of financial aid shall not be a member of this committee on the year of application. Once constituted, the Committee will elect its president.

#### **1.10.2.5**      *Committee on Faculty Appeals*

In each academic unit the Committee on Faculty Appeals, whose term of office is from August to July, consists of five (5) full time faculty members and is constituted as described below: The chief executive will name two faculty members and the faculty will choose two. Every year the chief executive will appoint a faculty member before the beginning of every academic year (August), and the faculty member will be selected in a meeting at the beginning of the academic year. The term of the appointment or the election will be for two (2) years, to allow for the entry and exit of two members in a staggered manner. Every year these four (4) members will choose the fifth member who will serve for one year. Once constituted, the Committee will choose the president and secretary. The appointed or selected members will have completed four or more years as faculty members at the University and cannot belong concurrently to another committee related to contractual procedures of teaching personnel. This committee will interview the parties involved, will interview witnesses, and will evaluate documents provided, related to the appeal.

In case a vacancy occurs in the Committee, the following will be determined:

- a. If the vacancy occurs among the faculty members appointed by the chief executive, he will be notified and will appoint a faculty member to serve during the rest of this term.
- b. If the vacancy arises among the faculty members chosen by the faculty, the chief executive will be notified so he may call a faculty meeting and these will choose the faculty member who will serve during the rest of this term.
- c. If the vacancy arises from the faculty member selected by the Committee of Appeals, this Committee will appoint the new member.

Any member of the Committee of Appeals that submits a complaint to the Committee will be released from his position (during the term for which he was selected) and will be replaced following the procedure of vacancies described above.

The Committee may have legal advice from the Juridical Adviser's Office of the University, which, if necessary, may hire an external expert in specialized matter.

The Committee hears appeals after all resources in the administrative process have been exhausted. Appeals include the violations to the rights and prerogatives recognized in this *Handbook*, as set forth in Part IV, section *Grievance Procedure*.

### **1.10.3**    *Participation at the Departmental Level*

The committees and the organization of the faculty at the departmental level vary from department to department and from one instructional unit to another. However, three (3) committees in which faculty members participate work at this level throughout the University System: Committee on Formative Evaluation, Committee on Summative Evaluation, and the Faculty Appointments Committee, as described below. Other duties at this level in which faculty members participate include special committees designed to work with curricular revisions, innovations in teaching, and on information access centers. In addition, faculty members participate in special committees designed to advise on the appointment of administrative personnel for the academic area.

#### **1.10.3.1**    *Evaluations Committees*

##### *Committee for Formative Evaluation*

At the beginning of each academic year, a committee is created for the formative evaluation of each academic department. Because the faculty of the School of Law and that the School of Optometry have no academic departments, a committee is created for the formative

evaluation of the unit. The composition of the committees will be the following:

- a. A fixed member elected by the full-time faculty from among its members for one year.
- b. A fixed member, designated by the head of the department, selected from among the full-time faculty members and who will serve a one-year period. This person may be the director of the department. If the director is the person to be evaluated, the Committee will be constituted by two members elected by the faculty and by the corresponding dean or the person designated by this dean.
- c. A member, who may vary, designated by the person to be evaluated, and selected from among the full-time faculty members.

The members of this Committee may not have a substitute contract.

### *Committee for Summative Evaluation*

The Committee for Summative Evaluation is created at the beginning of each academic year. The Committee is composed of two fixed members and a third member who varies, depending on the specialty of the person being evaluated. Appointments are made in the following manner:

One fixed member, elected for a one year term by the full-time faculty from among its members. This member should not be subject to summative evaluation during his term of office.

- a. A fixed member from among the full-time faculty members, selected by the department director. This person may be the department director.

- b. A member, with a variable term, designated by the person to be evaluated. This member should be from the same discipline as the person to be evaluated or from related areas. This member should not be subject to summative evaluation during his term of office.
- c. If the director is the person to be evaluated, the Committee will be constituted by three members elected by the faculty.

#### **1.10.3.2**      *Committee for the Search of Faculty Members*

Department directors or the associate deans from the School of Law and the School of Optometry will appoint a committee of no fewer than three (3) faculty members. This committee will be responsible for applying the selection criteria based on the call published by the Human Resources Office, to examine the files and interview candidates who aspire to be part of the full-time faculty of the professional school or the department. The members of the faculty appointed in this Committee, for the time necessary to fill a position, must teach the same discipline or some related subject with which the candidate to be evaluated will teach. The Committee will submit a report to the director of the department or the associate dean and this in turn to the dean of division, the dean of academic affairs, as appropriate, a narrative report indicating the order of the recommendation of the candidates. The recommendations will serve as a reference to the department director and the chief executive, who is empowered to make the final decision of the appointment.

#### **1.10.3.3**      *Committee for the Search and Selection of Candidates to Become Department Director*

Full-time faculty members will participate in the process of selecting candidates for the position of

director of the academic department through the committee for the search and selection of candidates. Each academic department will establish its committee. This Committee will consist of three (3) full-time faculty members from the department, who are not seeking the position. The members of said Committee will be elected by a direct vote of the faculty of the department. The departments having few faculty members can establish alternate methods for the selection of their candidates to the position of director. The tasks of this Committee will be to establish the selection criteria based on the circular letters and institutional policy documents, interview the candidates, and submit to the dean of the division, the dean of studies or of academic affairs, as the case may be, a narrative report where the order in the recommendation of the candidates is indicated and justified. The recommendations of the Committee will serve as a guide for the chief executive officer, who is empowered to make the final decision on the appointment. This Committee will be elected for a variable term and will be dissolved when it hands in its recommendation.

## Part II

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### *The Faculty*

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#### **2.1**     *Definition of Faculty*

For purposes of this *Handbook*, faculty is defined as personnel contracted to serve on a full-time basis for teaching and for academic advisement. Other tasks in which faculty members may engage include research and administrative assignments.

The full-time faculty is composed of professors who hold the academic rank conferred by the University, and unranked professors who are conferred an academic title.

Inter American University is the primary employer of its entire full-time faculty. Any other gainful occupation that a faculty member engages in must have the express consent of the Institution.

Full-time professional librarians are considered to be non-teaching administrative faculty members. Some of the professional librarians at Inter American University hold an academic rank. Although they hold a faculty rank, they are not part of the teaching personnel, are not eligible for tenure, and are not covered by the policies and procedures contained in this *Handbook*. The policies and procedures covering these professional librarians are found in the *Manual of Administrative Policies for Non-Teaching Personnel*.

The policies and procedures contained in this *Handbook* do not apply to part time, adjunct, or affiliated faculty members at Inter American University. The policies and procedures applicable to part time faculty members may be found in the *Handbook for Part-Time Faculty Members*.

#### **2.2**     *The Ranked Faculty*

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

- a.     He has a full-time teaching load or teaching duties and other duties (such as research and/or administrative assignments) equivalent to a full-time teaching load.

- b. Fulfills the duties and responsibilities of a faculty member as specified in Part III, *Faculty Duties*.
- c. Meets or exceeds the criteria for the academic rank held as detailed in the sections *Instructor*, *Assistant Professor*, *Associate Professor*, and *Professor*. In the case of the School of Law and the School of Optometry, the professional degrees of Juris Doctor (JD) and Optometry Doctor (OD) are accepted as doctoral degrees for the assignment of academic rank.

#### **2.2.1**     *Instructor*

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

- a. Possess a master's degree or a professional degree or its equivalent in his teaching field. These degrees must have been conferred by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree is from an institution located in a geographic area not served by the bodies or accrediting associations in the United States, the institution must be of recognized academic standing.

#### **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 sections a, b and c and must also fulfill the requirements pointed out in section d, as follows:

- a. Possess a doctorate or a professional degree or its equivalent in his teaching field. These degrees must have been conferred by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree is from an institution located in a geographic area not served by the bodies or accrediting associations in the United States, the institution must be of recognized academic standing.
- b. Possess a master's degree in his teaching field plus a minimum of 18 additional credits toward a doctorate in his teaching field at an institution of recognized academic standing; and at least two (2) years of



teaching experience at a post-secondary institution accredited by the local accrediting bodies or by a regional accrediting association in the United States, or of recognized standing in geographic areas not served by said bodies or associations.

- c. Possess a master's degree in his teaching field from an institution of recognized academic standing; and at least three (3) years of teaching experience at a post-secondary institution accredited by the local accrediting bodies or by a regional accrediting association in the United States, or of recognized standing in geographic areas not served by said bodies or association.
- d. Meet the institutional evaluation criteria and the corresponding weights of each instructional unit for 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 presented in items a, b or c, below; and in addition, must meet the requirement presented in item d:

- a. Possess a doctorate or a professional degree or its equivalent in his teaching field. These degrees must have been conferred by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree is from an institution located in a geographic area not served by the bodies or 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 with the rank as Assistant Professor, Associate Professor, or Professor at a post-secondary institution accredited by local accrediting bodies or by a regional accrediting association in the United States.

- b. Possess a master's degree in his teaching field and have passed all courses required for the doctorate in the field in which he teaches except for the defense of the dissertation; and at least three (3) years of teaching experience (including at least two (2) with rank as

Assistant Professor, Associate Professor, or Professor) at a post-secondary institution accredited by the local accrediting bodies or by a regional accrediting association in the United States, or of recognized standing in geographic areas not served by said bodies or associations.

- c. Possess a master's degree in his teaching field and have at least 30 additional credits in his teaching field from an institution of recognized standing; and at least five (5) years of teaching experience (including at least two (2) with rank as Assistant Professor, Associate Professor, or Professor) at a post-secondary institution accredited by the local accrediting bodies or by a regional accrediting association in the United States, or of recognized standing in geographic areas not served by said bodies or associations.
- d. Meet the institutional evaluation criteria and the corresponding weights of each instructional unit for the rank of Associate Professor.

#### **2.2.4**     *Professor*

To hold the rank of Professor, the faculty member must meet requirements presented in items a, b and c.

- a. Possess a doctorate or a professional degree or its equivalent in his teaching field. These degrees must have been conferred by an institution accredited by local accrediting bodies or by a regional accrediting association in the United States. If the degree is from an institution located in a geographic area not served by the bodies or accrediting associations in the United States, the institution must be of recognized academic standing.
- b. Possess no fewer than ten (10) years of teaching experience at the post-secondary level and four (4) years of teaching experience as Professor or Associate Professor in a post-secondary institution accredited by a local accrediting body or by a regional accrediting association in the United States, or of recognized standing in geographic areas not served by the bodies or associations mentioned above.

- c. Give evidence of erudition, academic leadership, and professional recognition within and outside the University in his or her field of expertise, or of widely acclaimed recognition in the creative arts, research or both as means to produce new knowledge.
- d. Meet the institutional evaluation criteria and the corresponding weights of each instructional unit for the rank of Professor.

### **2.3**     *Other Academic Titles*

In addition to the traditional ranks, the University confers the academic titles of Visiting Lecturer, Visiting Professor or Distinguished Professor. These titles are conferred to professors who have served satisfactorily in another institution of higher learning or who have rendered distinguished service that clearly indicates their capacity to contribute significantly towards the academic progress of the University. The appointments with these titles are characterized by the following:

- a. Normally, no duties, other than those listed in the sections *Visiting Lecturer*, *Visiting Professor* and *Distinguished Professor* are assigned to these faculty members.
- b. The faculty member satisfies or exceeds the criteria of the appropriate academic title.

Titles are granted in the following manner:

#### **2.3.1**     *Visiting Lecturer*

This title is assigned to individuals who hold or have held 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 specified period, as agreed upon prior to the appointment.

The University accords visiting lecturers the privileges usually received by ranked faculty members. The President appoints visiting lecturers after making the appropriate arrangements with the corresponding instructional unit.

### **2.3.2**     *Visiting Professor*

This title is usually assigned to distinguished faculty members who hold, or have held, the rank of Associate Professor or Professor at another institution of higher education of recognized standing; but it may also be granted under exceptional circumstances to distinguished individuals who have excelled in government, in private practice, in business, or in any other significant activity. Persons with this title are appointed to teach or perform other duties at the University for a specified agreed upon period.

The University acknowledges the academic standing of visiting professors and accords them the same privileges normally received by ranked faculty members. The President appoints visiting professors after appropriate arrangements have been made with the corresponding instructional unit.

Any supplementary benefit must be agreed upon prior to appointment.

### **2.3.3**     *Distinguished Professor*

This title is usually assigned to faculty members who have rendered outstanding and widely recognized service at the University or at another institution of higher education and have served with distinction in other areas of society. These persons must clearly indicate an ability to contribute significantly to the academic progress of the University. They are appointed to teach and/or to perform other duties at the University. Distinguished professors selected from among the faculty members of the University will maintain their privileges as ranked faculty members; those appointed from other institutions will be accorded the usual privileges of ranked faculty members.

The President appoints distinguished professors, after appropriate arrangements have been made with the corresponding instructional unit.

### **2.3.4**     *Distinguished Research Professor*

The President will appoint a Distinguished Research Professor, upon recommendation of the chief executive of the corresponding instructional unit.

The candidates to the appointment will be members of the university or external community of established professional standing and ample experience in the research field. They must show leadership and expertise in the subject within which they will develop research works, as established in their contractual agreements with the Institution.

The University grants distinguished research professors the privileges usually received by ranked faculty members.

Any supplementary benefit must be agreed upon prior to appointment.

## **2.4**     *Other Professional Titles*

Inter American University may confer two other professional titles under the circumstances listed below:

### **2.4.1**     *Professor Emeritus*

This title is assigned to associate professors or professors who have limited or terminated their responsibilities as faculty members for valid reasons (e.g., 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 upon recommendation of the chief executive officer of the corresponding unit and its Committee for Promotions, Tenure, and Changes of Contract.

The name of the Professor Emeritus is recorded with this title in the *General Catalog* during the remainder of his lifetime. The Professor Emeritus will enjoy free access to all educational and cultural activities sponsored by the Institution and will have free access to the resources of its educational centers as well as other facilities designed for research or intellectual creativity.

This title does not accrue compensation unless, by mutual agreement between the department and the chief executive officer of the corresponding unit and the professor, the professor emeritus is offered a part time or a full time contract to teach or perform other duties. In such cases, the supplementary benefits, if any, will be set forth in the contract.

#### **2.4.2**     *Affiliate Professor*

This title is conferred to a faculty member who holds an appointment at another institution, but through authorized arrangements, is responsible for teaching and assigning grades to students of Inter American University enrolled for credit in specified courses at the Institution in which the affiliate professor holds his appointment. Such faculty members do not hold rank at Inter American University; they are not appointed by it and they do not receive compensation from it.

#### **2.4.3**     *Honorary Professor*

This title is assigned to professors with rank who have finished their full-time responsibilities, after ten or more years of service to the University. The President will appoint the honorary professors, upon recommendation of the chief executive officer of the corresponding instructional unit.

The honorary professor will have free access to all educational and cultural acts sponsored by the Institution and may, also, freely use the resources of the educational centers, as well as other research or intellectual formation facilities.

This title carries some benefits of the full-time faculty with rank, such as coverage of the University medical plan, as well as other benefits contemplated in the *Part-Time Faculty Handbook*. While holding this title, the honorary professor will maintain a part-time faculty contract or temporary contract to carry out other duties related to teaching. In such cases, the benefits that apply will be 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 completed their responsibilities in such position for valid reasons, after fifteen years or more of distinguished services and that enjoy prestige in the university community. The President, with the approval of the Board of Trustees, shall appoint the Chancellor or Dean Emeritus.

The name of the Chancellor or Dean Emeritus will be logged with this title in the General Catalog during the term of his or her life. The Chancellor or Dean Emeritus shall enjoy 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 entail any compensation, except for the cover of the faculty medical plan.

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

## **2.5**     *Recognition of Academic Ranks from Other Institutions of Higher Education*

A professor who holds an academic rank at another university with recognized standing must petition at the moment he formalizes his contract, that the recognition of his rank will be considered. If this is not done at that time, he must follow the procedures for promotion set forth in this document.

## **2.6**     *Appointment of Ranked Faculty to Full-Time Administrative Positions*

Ranked faculty members may be appointed to full-time administrative positions and retain their rank. A ranked faculty member with a probationary or permanent contract may be granted an administrative leave with the rank held at the time the leave was awarded. While on administrative leave, the individual is eligible for promotion in rank, tenure and sabbatical leave as long as he performs academic tasks as part of his regular duties. With the exceptions noted above, ranked faculty members on administrative leave will be subject to the provisions, procedures and policies of the *Manual for Non-Teaching Personnel* and not those of this *Faculty Handbook*.

## **2.7**     *Appointment of Administrative Officers as Ranked Faculty Members*

Administrative officers who qualify may be granted academic rank, whether it be at the time of their appointment or subsequently.

Administrative officers who qualify to become part of the ranked faculty according to the criteria set forth in the section *Faculty with Academic Rank* may be considered for the award of faculty rank according to the policies and procedures set forth in Part V, section *Appointment of Ranked Faculty Members*, either at the time of this first administrative appointment or subsequently. If the administrative officer is appointed as ranked faculty with a probationary status or with tenure, the administrative officer will be granted leave to perform that duty and will be covered by the provisions of the section *Appointment of Ranked Faculty to Full-Time Administrative Positions*.

## **2.8**     *Academic Administrative Officers*

University officers appointed to the positions of President, Vice President for Academic and Student Affairs, chancellors, or deans of the School of Law or the School of Optometry and their deans of academic affairs, or the associate deans of academic affairs, the deans of the divisions and the department directors, must qualify for, hold or be awarded an academic rank at Inter American University.

## **2.9**     *Ranked Administrative Officers who Leave their Administrative Positions*

Ranked administrative officers at this University, who are not on administrative leave because they did not have a probationary contract or tenure before having the administrative position, may fill a teaching position when they leave their administrative position. A probationary contract will be granted in these cases.

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

## **2.10**    *Part-Time Teaching by Administrative Officers with Faculty Rank*

Administrative officers having faculty rank may teach up to six credits per part, with permission from their immediate supervisor. No compensation will be paid if the class is offered during the normal workday (from 8:00 a.m. to 5:00 p.m. from Monday through Friday). If the class is offered outside the indicated schedule, the administrative officer will be compensated in accord with the part-time faculty salary scale corresponding to his rank and preparation.



**2.11**     *Determination of Degree Equivalencies*

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

**2.12**     *Exceptions*

Only the President, taking into account the best interest of the Institution, may make exceptions to the criteria herein stated.

## Part III

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### *Faculty Duties*

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#### **3.1**     *Professional Ethics*

Integrity is a principle that permeates all the activities of the University and is a guide of behavior for faculty, students and administrative personnel. In the specific case of faculty, academic integrity is the exercise of carrying out academic activities in an honest, truthful and responsible manner. Academic integrity is the commitment not to participate or tolerate acts of falsification, falsehood or deception. Such acts of dishonesty violate the fundamental ethical principles of the university community.

As members of an academic profession, it is expected that faculty members of Inter American University conduct themselves, both within and outside the Institution, in accordance with the moral and ethical values that exalt the Institution and the profession. University faculty members enjoy a special status in their communities, which in turn imposes special obligations upon them. Consequently, faculty members must be accurate in their expressions at all times. When expressing their opinions, they must exercise restraint, show respect for other opinions, and indicate clearly that they are not spokespersons of Inter American University. The University is committed to the solution of problems and controversies through rational discussion, and expects the same commitment from its faculty members.

Inter American University of Puerto Rico endorses the *Statement on Professional Ethics* of the American Association of University Professors that is quoted below. Although no set of rules or code can take the place of a scholar's integrity, Inter American University expects its faculty members to strive to make these recognized standards of the profession an integral part of their professional and personal life. The statement is reproduced below:

- I.     The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities placed upon him. His primary responsibility to the discipline he teaches is to seek and to state the truth as he best perceives it. To this end, he devotes his energies to develop and improve his academic competence. He accepts his obligation to exercise self-discipline and critical judgment in using, extending, and transmitting knowledge. He practices intellectual honesty. Although he may follow secondary interests, these must never seriously hamper or compromise his freedom of inquiry.

- II. As a teacher, the professor encourages the free pursuit of knowledge in his students. He holds before them the best academic standards of his discipline. He demonstrates respect for the student as an individual, and adheres to his proper role as an intellectual guide and counselor. He makes reasonable efforts to foster honest academic conduct and to assure that the evaluation he makes of his students reflects their true merit. He respects the confidential nature of the relationship between student and professor. He avoids all manipulation of students for his private advantage and acknowledges the significant assistance that they can offer. He protects their academic freedom.
- III. As a colleague, the professor has obligations that derive from common membership in the academic community. He respects and defends the free inquiry of his associates. In the exchange of criticism and ideas, he shows due respect for the opinions of others. He acknowledges his academic limitations and strives to be objective in his professional judgment of his colleagues. He accepts his share of responsibility that Faculty members have towards the governance of his institution.
- IV. As a member of his institution, the professor seeks above all to be a scholar and a good teacher. Although he observes the institutional regulations, provided they do not contravene academic freedom, he maintains his right to criticize them and seek revision. When considering the interruption or termination of his services, he recognizes the effect of his decision on the programs of the institution and gives due notice of his intentions.
- V. As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his discipline, to his students, to his profession, and to his institution. When he acts or speaks as a private person, he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends on freedom for its health and integrity, the professor has a special obligation to promote the conditions of free inquiry and to further public understanding of academic freedom.

### **3.2**     *Teaching*

Inter American University acknowledges that the intellectual growth of its students is the primary responsibility of its faculty members. This responsibility is fulfilled through teaching and academic advising. Every faculty member must strive for excellence in the classroom. This

presupposes that the faculty member has a command of his subject, keeps abreast of new developments, carefully selects the teaching strategies that are suitable for the courses he teaches and facilitate learning, makes the greatest effort to communicate his subject matter effectively, encourages questions, and deals fairly and openly with opposing views. When the faculty member enters the classroom, he must be prepared to offer the lesson for that day. This implies that the faculty member has previously dedicated reasonable time to study the subject matter he teaches and the strategy he will use in his presentation.

When a professor is going to offer or design courses for distance education, he or she must get certified to do so or provide evidence of the required mastery for the certification. This can be obtained through the participation in the certification institutional course in Fundamentals of Design and Teaching in Online Learning Environments or its equivalent. The professor must keep up to date with a minimum requirement of two (2) annual professional development activities in the pedagogical and technological competences required by the modality of distance education.

### **3.3**     *Teaching Load*

The regular work year for a full-time faculty member may vary according to the calendar system in effect at the location where he teaches. Under a semester calendar, the work year covers two semesters; under a trimester calendar, it covers three terms. Summer sessions and intensive sessions are not part of the regular work year that includes from the enrollment period in the first term to the graduation exercises. Full-time faculty members should be available during the regular work year.

During that year, full-time faculty members who teach at the undergraduate level will have 30 credit-hours per academic year. Faculty members who teach at the master's or doctoral level will have a workload equivalent to 30 credit-hours at the undergraduate level during the regular work year. Full-time faculty members may teach courses at more than one level.

This teaching load may be reduced, be compensated for economically, or both, by mutual agreement between the faculty member and the authorized officer, due to other assignments, be they academic, research, or quasi-administrative, in excess of the assignments normally expected of faculty members as part of their service to the Institution.

At the School of Law, the teaching load will be in accordance with the standards set by the American Bar Association. At the School of Optometry, the load is 24 credit hours, which includes teaching, clinical

duties, research and service to the community.

Likewise, the academic load may be reduced, by mutual agreement with the Chief Executive of the Unit, for faculty members that wish to continue graduate studies. The reduction will be equivalent to the number of credits in which the faculty member registers, up to a maximum of nine credits per semester.

Normally, workloads are divided equally between the two regular parts (August to December and January to May). The workload includes the hours spent in the classroom and may include the time dedicated to laboratory work and other assignments, whether they are of an academic, research, or quasi-administrative nature. For purposes of the faculty member's workload, lecture hours are calculated as equivalent to the credit hours of the course, and the load for laboratories and other assignments, such as supervised practice, 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, disciplines, specialization, expertise or experience of the professor to offer the course. The number of preparations assigned to a faculty member teaching undergraduate or graduate courses will normally be up to three (3) for each academic term or combination of concurrent terms, in accord with the calendar system corresponding to the regular work year. In special circumstances, mainly in attention to curricular and student needs, an academic director or equivalent may authorize, with prior consent of 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 member of the Faculty part-time to offer the courses of their department, as well as the available sections of the same course. In addition, the academic director may assign the courses of the General Education and concentration program to the full-time Faculty until it is necessary to use the part-time Faculty to offer the remaining courses or sections.

The assignment of preparations at the School of Law will be in accordance with the standards of the American Bar Association.

### **3.3.2**     *Teaching Overload*

Because of an institutional need, a department director may authorize an overload. Full-time faculty should have priority over any part-time faculty member to offer additional courses, up to a maximum of four (4) credits, provided they have the necessary academic preparation or required experience to teach such courses. In doing this, the department director must realize that an increase in the number of classroom contact hours is accompanied by an increase in the number of students that the faculty member must attend to, which carries with it an increased load in all aspects of student-faculty relationships and in regard to the faculty member's obligations to the University. An excessive overload affects the quality of teaching and other services to which the University is committed.

Due to special circumstances, such as difficult recruitment professors, courses sections without professors available to offer them and redistribution of courses due to incidental situations, among, and with the approval of the dean of studies, a department director may assign to a full-time professor more than 19 hours of workload, but not more than 21 during each part. The exceptions to this norm will be submitted to the chief executive officer of the academic unit for approval. This officer will submit a written report of these cases to the Vice President for Academic and Student Affairs and Systemic Planning during the month of November of the first part and during the month of April of the second part. Under no circumstances will more than 24 credit-hours be approved per part.

A member of the faculty whose teaching load has been reduced to carry out other tasks and, in addition, has been compensated economically for these tasks, cannot have an overload. The exceptions to this norm will be authorized in writing by the chief executive officer of the academic unit, as long as there is no conflict with the functions linked to the reduction, or if the contract that describes the professor's tasks specifies the opposite.

### **3.3.3**     *Faculty Absences and Making up Classes*

Faculty members must notify their department director in advance, whenever possible, when they will be unable to meet with their classes. In case of an emergency or unexpected illness

which makes advance notification impossible, faculty members must notify their department director as soon as possible and never later than three days after the onset of the emergency or the beginning of the illness. When a faculty member does not offer his classes, he has the obligation of seeking alternatives to make up for those classes and notify his supervisor of the manner in which the course material will be made up.

### **3.3.4**     *Faculty Availability and Academic Advisement*

Full-time faculty members are expected to be fully committed to Inter American University and to the students they teach. One of the most important aspects of this commitment is academic advisement. Every student must have sufficient opportunity to consult with faculty members. Special emphasis is given to student advisement during course selection registration, registration and examination periods.

To help students attain their personal and professional potential is implicit in the statement of goals of Inter American University. Due to this, the University emphasizes the participation of faculty members in academic student advisement. Faculty members should be available to offer help to students.

Because Inter American University provides other specialized guidance and counseling services to help students, faculty members should concentrate their efforts on fulfilling their unique role in academic advisement that usually takes the following four forms:

- a.     Advisement of students with regard to their work in classes taught by a faculty member.
- b.     Departmental advisement in the discipline in which students major. The idea is to assist them in setting their academic and professional goals as well as understanding and meeting the major and graduation requirements of the University. In this advisement, students may plan for their elective courses so that they coincide with their personal and career objectives.
- c.     Recognition of the students needs for professional assistance with problems of a personal nature or resulting from academic skills deficiencies and refer the student to the office or to the people from whom the needed assistance may be obtained.

- d. Commitment to collaborate with the retention efforts and other initiatives endorsed by the University to support students.

In order to satisfy this need, full-time faculty members are required to separate a minimum number of office hours per week, equivalent to one hour for every three credits taught, distributed as best fit the students, to offer students advisement or related assistance

Faculty members will inform their students of the schedule and the office where they will offer these services. In the case of on-line courses, in addition to the means provided by the platform, Faculty members will inform their students of a predetermined schedule and a telephone number so students can communicate with them.

From the total office hours corresponding to the teaching load, faculty members will have a reduction of 1.5 hours if they have a position as senator.

### **3.3.5**     *Course Contents*

Except in the courses that usually consist of multiple sections whose content is determined by departmental committees, the faculty member is responsible for planning and presenting the subject matter of the course in consonance with the catalog description. The faculty member is also responsible for establishing the course objectives and requirements, and making them known to students; for submitting to his department director a course syllabus prior to the beginning of classes; for selecting and ordering texts and supplementary materials; for advising the librarian of the list of books to be put in reserve and the audiovisual materials needed; and finally, for preparing, administering and grading papers and examinations and for assigning grades.

### **3.3.6**     *Preparation of the Syllabus*

Each faculty member is expected to prepare and update the syllabus for each course he or she teaches. The professor will include in the syllabus the following special notes:



a. Auxiliary services or special needs

Any student requiring auxiliary services or special assistance must request them at the beginning of the course or as soon as he/she acquires knowledge that he/she needs them, through the corresponding register, at \_\_\_\_\_.

b. Honesty, fraud and plagiarism (General Student Regulations, Chapter V).

The lack of honesty, fraud and plagiarism and any other inappropriate behavior in relation to academic work constitute major infractions sanctioned by the General Student Regulations. Major infractions, as provided in the General Student Regulations, may result in the suspension of the University for a defined period of more than one year or permanent expulsion from the University, among other sanctions.

c. Use of electronic devices

Mobile systems and any other electronic device that could interrupt teaching and learning processes or alter the environment conducive to academic excellence will be silenced. The pressing situations will be attended, as appropriate. The use of electronic devices that allow accessing, storing or sending data during evaluations or examinations is prohibited.

For courses having multiple sections, faculty members of the discipline may develop a syllabus to be used by all faculty members who teach the various sections of these courses.

The department directors must have on file the syllabi for all courses taught in their departments and must submit copies of these to their deans of studies.

### **3.3.7**      *Orientation about Courses*

At the beginning of each academic term, faculty members should present the appropriate course syllabus, either in printed or digital form, to the class with the following information:

- a. Description of the course according to the current catalogs
- b. Course content
- c. Objectives of the course and benefits derived from it
- d. Learning activities for the attainment of the objectives
- e. Complete requirements of the course including textbooks and other required material, number and nature of the reports required, notebooks or journals required, bibliographies and reading lists, type and number of quizzes and tests or other evaluation instruments to be administered
- f. Method of determining the final grade and weight assigned to each requirement of the course.

Students will receive or have availability to a syllabus, presented by the professor of the course, in either printed or digital format, in accordance with the official available media, before the first two meetings of each academic term. The syllabi will be governed by the Institutional Guidelines for Syllabus Preparation.

### **3.3.8**     *Evaluation of Learning*

Inter American University requires that all students registered for credit in courses for which academic credit is awarded be administered a final exam or an equivalent evaluation. Other tests or evaluation instruments should also be administered before mid term so students may know their academic progress in each course.

### **3.3.9**     *Final Examination or Equivalent Evaluations*

Final exams or equivalent evaluations, such as portfolios, reflective diaries, presentations, etc., are offered at the end of each academic term in accordance with a published schedule. The authorization of the dean of the division or the dean of studies of the unit is required to administer an exam or any equivalent evaluation before the scheduled date.

### **3.3.10**    *Information to Students on Evaluation*

Faculty members must make students' grades on tests, exams, essays, and other evaluation instruments available to them within a reasonable time, preferably not later than two weeks after the date they were administered. Students are entitled to examine these evaluation instruments and make a claim related to the grades up to six months following the corresponding official grade report.

### **3.3.11**    *Student Class Attendance and Student Grading*

It is responsibility of the faculty to prepare an official electronic register (*Interweb Roll book*), hereinafter electronic register, within the established dates. In case the student has stopped attending classes, the professor must enter the date of the last time the student attended in the electronic register, in accord with the norm promulgated by the Administration.

The faculty will enter all grades, including the final grade, into the electronic register. Since students can change courses or sections during the first days of each term, errors may be reflected in the official list of students actually registered. In order to correct such errors and to avoid difficulties in informing final grades rapidly and correctly, the faculty must check the names of the students registered in the electronic lists of the courses they offer. If there are discrepancies, these must be notified to the Registrar. The date for entering the final grades in the electronic register will be published in the academic-administrative calendar and in official bulletins for each term.

### **3.3.12**    *Deadlines*

Each faculty member is responsible for meeting the deadlines established to submit his grades, making book requisitions, reserving or asking for materials needed and for handing in reports required by the department director or his equivalent.

### **3.3.13**    *Recommendations for Educational Materials*

The faculty has the major responsibility for maintaining the quality of collections since librarians depend upon their recommendations for the acquisition of educational materials in the areas in which they are specialists. Faculty members form part of the educational resources committee which,

together with the librarian or librarians, make decisions in regard to Information Access Center priorities and book acquisitions. Faculty members are expected to familiarize themselves with the Information Access Center of the unit where they teach in order to take full advantage of the services it offers, not only to them but also to the students they teach.

#### **3.3.14**    *Textbooks, Electronic Materials, Audiovisual Materials, and Laboratories*

Faculty members are responsible for making recommendations for the purchase of textbooks, laboratory materials, and other similar instructional items that students in their classes need to fulfill the requirements of the course.

In most cases, faculty members are at liberty to use the textbooks and electronic and audiovisual materials of their choice in the classes they teach. However, in some cases, certain books and materials are prescribed for specific courses taught throughout the University system, or for other multi-section courses. The Faculty teaching a course at a given unit may select the textbook in order to insure a measure of uniformity in the basic subject matter of the course.

#### **3.3.15**    *Manuals and Laboratory Materials*

Faculty members should consult the department directors to become aware of their responsibility in regard to reordering manuals and laboratory materials, and the lead time necessary to insure delivery by the dates needed.

### **3.4**        *Off-Campus Assignments*

With the prior consent of the faculty members affected, the President of the University may, under justifiable circumstances, assign faculty members of the University to carry out special assignments at other institutions, both in Puerto Rico and abroad. Faculty members who receive this assignment are relieved of their teaching, research or administrative duties during the period of the special assignment, but will continue to receive the compensation corresponding to their rank, experience and preparation. At the end of such assignment, the faculty member will return to the same position or one equally satisfactory to him. The time spent on these special assignments will count toward promotion, tenure and/or sabbatical leave.

A faculty member on special assignment may receive additional compensation from other sources for the work performed, provided this is approved by the President of the University.

### **3.5**     *Outside Employment and/or Business*

The University encourages its faculty members to engage in research, consulting and project work that will promote their professional growth and development and contribute towards enhancing the image of the University. To insure academic efficiency, however, the University has a legitimate right to know about such work and the activities in which its faculty members engage outside the University. Every full-time faculty members should advise his department director at the time of his first contract and at the beginning of each academic year of all paid work he has accepted outside the University. This information should be provided as long as the faculty member maintains a contract with the University. The University retains the right to require the faculty member to submit additional information about activities outside the Institution and the right to make any investigation necessary to ascertain that such activities do not affect adversely compliance with the institutional duties of the faculty member. A faculty member engaged in outside activities, as explained in this section, should not spend more than one working day per week on such activities without the express written authorization of the President of the University or his delegate. Full-time employment at another institution is strictly forbidden.

The department directors, together with the other officers of the academic areas of the units, are responsible for ascertaining that the outside activities of faculty members they supervise do not affect their academic efficiency. In the School of Law and the School of Optometry, this responsibility falls upon the Dean, together with that of enforcing the criteria set forth by the appropriate professional accrediting associations concerning private practice and other forms of outside work by full-time faculty members of these schools.

### **3.6**     *Identification Cards*

Faculty members must carry in a visible place and at all times when they are within the University premises a duly validated card that identifies them as members of the faculty.

### **3.7**     *Adherence to Faculty Regulations*

The responsibility to adhere to Faculty regulations 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 a Counselor of a Student Organization*

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

The Counselor of a student organization must:

1. Be a full-time university professor.
2. Become familiar with the General Student Regulations, in particular Chapter III, Article III, which concern student organization.
3. Know the regulation or constitution of the organization, the goals, objectives, work plan, type of activities in which they participate and should encourage student participation.
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. Supervise the board election meeting and the initiation of the student organization.
7. Supervise the content of materials that will be published in any media.
8. Advise the organization board in the drafting of the work plan and the annual report.

## Part IV

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### *Faculty Rights*

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#### **4.1**     *Academic Freedom*

Inter American University is guided by the ideal that all members of the faculty, whether tenured or not, are entitled to academic freedom as set forth in the 1940 *Statement of Principles on Academic Freedom and Tenure* jointly formulated 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.     Institutions of higher education operate for the common good and not to further the interests of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.
- b.     Academic freedom is essential to these purposes and is applied both to teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher while teaching, and of the rights of the student to freedom in learning. It carries duties that correlate with the rights.
- c.     The teacher is entitled to complete freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for a financial return should be based upon an understanding with the authorities of the institution.
- d.     The teacher is entitled to freedom in the classroom while discussing his subject, but should be careful not to introduce into his teaching controversial matter that has no relation to his subject.
- e.     The college or university teacher is a citizen, member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline. His special position in the community, however, imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his words. Hence, he should at all times be accurate, should exercise appropriate restraint, should

show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesperson.

The privileges here enumerated should not be interpreted as permission for a professor to use the classroom to proselytize or make expressions that constitute discriminatory expressions because of race, color, religion, gender, place of origin, disability, age, civil status, physical appearance, political affiliation or any other classification protected by the dispositions of Title IX of the Amendments of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, American Disability Act and any other law or state or federal regulations.

#### **4.2**     *Grievance Procedure*

When a faculty member believes that his rights and prerogatives recognized in this *Handbook* have been violated, he may present a grievance to that effect following the procedure detailed below:

The faculty member will present the grievance in writing to the dean of studies of the instructional unit, offering specific details on which the grievance is based and including any evidence supporting his claim. The Dean will evaluate the grievance presented by the faculty member to determine its merits and must:

- a.     offer a solution to the matter through a conciliation or dialog with the faculty member affected or
- b.     answer the grievance presented by the faculty member communicating to him his decision in regards to its merits and the actions, if any, that will be taken on the grievance presented.

If the faculty member affected does not agree with the decision made by the dean of academic affairs, he may appeal this to the Faculty Appeals Committee in his instructional unit. To do this, he must present an appeal in writing, no later than fifteen workdays after receiving the decision of the dean of academic affairs.

The appeal must present in detail all the reasons for which the faculty member differs from the decision taken by the dean of academic affairs of the corrective actions proposed by him. The appeal must be accompanied by all the documents that, in the faculty member's judgment, are relevant to consideration of the merits of his appeal.

The faculty member must also include a copy of the decision taken by the dean of academic affairs. He must send the dean of academic affairs a copy of the appeal, as he makes his presentation to the Faculty Appeals



Committee. The dean of academic affairs must present to the Committee, in writing, the information that, according to his judgment, should be considered by the Committee when evaluating the merits of the appeal.

The Committee may dispose of the appeal with the information presented or may require additional information that it deems necessary and, in addition, may hold a hearing to receive such information. Once the appeal is evaluated in the light of the available information, the Committee will render a decision, in writing, on the merits of the appeal within 45 work days. The Committee will simultaneously communicate its decision to the faculty member and the dean of academic affairs, within a period of 20 work days. Either of these may appeal the decision of the Committee to the chief executive officer of the unit. It must be made, in writing, no later than fifteen days after the notification of the decision of the Committee.

The chief executive officer of the unit will take into consideration the decision of the Faculty Appeals Committee and will emit the decision that, according to his judgment, is appropriate. The decision of the chief executive officer of the unit will be communicated to the parties in writing. If the faculty member is not in agreement with this decision, he may appeal directly to the President. The President of the University may only revise the decision of the chief executive of the unit.

### **4.3**     *Transfers*

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

- a.     When there is an opening of a suitable nature in the unit to which the faculty member wishes to transfer. Suitable nature refers to the discipline and the qualifications required, type of appointment (temporary, probationary, tenured) and rank and salary authorized for the position.
- b.     When the department director, dean of studies and the chancellor of the unit to which the faculty member requests the transfer agree to it. If a suitable position exists and there are outside applicants, faculty members requesting the transfer will be given preference in selection.
- c.     The transfer is made at the time and in a way that will not impair the program and course offerings in the respective units.

- d. In case of changes in or the elimination of an educational program or financial exigencies in a unit and if available positions exist in other units, the University will try to transfer affected faculty members to another unit if they agree to such transfers as an option to remain in the University system.

#### 4.4 *Relocation*

The University may contribute toward the expenses involved in the relocation to Puerto Rico of faculty members recruited off the Island, as well as in cases where faculty members actively serving the University are required to relocate in Puerto Rico in the best interests of the Institution.

The President of the University will authorize 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, whenever these do not affect their service to the Institution, in agreement with the following rules:

Every faculty member, who during an election year, is president of a political party or a certified candidate for an elective position, with the exception of representative in a municipal assembly must take a leave of absence without pay for the first semester of the academic year in which the elections are held. In case of being elected, a faculty member having a probationary or tenured status will continue on leave without pay during the second semester and until the end of the term of office to which the faculty member was elected. If the faculty member has a temporary appointment, his decision to serve for the term to which he was elected may be interpreted as a resignation. If a faculty member with probationary or tenured status runs for a second term, and is elected, it will be interpreted as a resignation of his position with the University.

In regards to other political activities, such as managing a campaign or directing group action on behalf of a political candidate or any political controversy, the faculty member is expected to work out an agreement with his department director for release time or a leave without pay. In all cases, the application for leave or the release time should be made well in advance and in writing to allow for arrangements to be made to take care of the institutional work that this faculty member would otherwise have been expected to perform.

## 4.6 *Leaves and Fringe Benefits*

### 4.6.1 *Ordinary Leaves*

Full-time faculty members are entitled to the following ordinary leaves upon fulfillment of the conditions stipulated. Leaves granted specifically for professional faculty development count as time in service to the University, but do not count towards promotions, changes in contract, or tenure. The President of the University must approve any exception to this policy.

#### 4.6.1.1 *Sick Leave*

Full-time faculty members accumulate sick leave at the rate of 1 1/2 days per month, or 18 days per year. Sick leaves may be accumulated from year to year up to a maximum of 60 days. However, the excess of 60 days will constitute a reserve, which will be available in two situations: when the 60 workdays are not equal to 90 calendar days or when the current balance of sick leave is less than 60 work or 90 calendar days.

Sick leave is granted when a faculty member is sick or becomes disabled and is therefore unable to attend to his classes. The absences charged to sick leave are not deducted from the faculty member's compensation if the faculty member has accumulated the days of sick leave that he is entitled to for such leave. If the illness extends beyond the number of days of sick leave accrued, the faculty member with probationary or permanent appointment must apply for the family medical license or the unpaid leave, in accordance with the regulations stipulated in this *Handbook*.

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

#### **4.6.1.2**      *Maternity Leave*

Full-time faculty members who are pregnant are entitled to maternity leave in accordance with the applicable law. To take advantage of the provision of this law, the faculty member should present a medical certificate at the beginning of the eighth month of pregnancy indicating the expected date of birth. Officers from the Office of Human Resources of the units may provide further orientation on the benefits and options available under this kind of leave. If complications occur during the pregnancy, the faculty member may take advantage of accumulated sick leave or the medical family leave according to the terms provided under these leaves. Faculty members serving under temporary or substitute contracts are not covered by maternity or medical family leaves after the expiration of their contracts.

In the case of adoption, these benefits are also granted. The application for this leave should include the resolution from the court granting the adoption.

#### **4.6.1.3**      *Judicial Leave*

If a full-time faculty member presents evidence showing that he has been cited to appear in a court or before an administrative agency as a juror or witness in a case, he will be granted judicial leave with pay. The faculty member cited must notify this to the human resources officer of his unit.

#### **4.6.1.4**      *Special Leave*

In case of death of a near relative (parents, spouse, children, siblings, grandparents, grandchildren and parents-in-law), a faculty member is entitled to up to three (3) days of special leave with pay per year for each occurrence. No payment will be made for special leave not used. This leave does not apply if the

death occurs while the faculty member is on another type of leave. The leave will be effective from the day of the death, but will not apply to Saturdays, Sundays or holidays, except if those days are part of the full-time employment.

#### **4.6.1.5**      *Additional Sick Leave Reserve*

The Additional Sick Leave Reserve provides an additional sick leave accumulation for an administrative and teaching employee who has been diagnosed and certificated 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. All employees occupying an administrative or teaching position with a probationary or tenure contract that has been diagnosed and certificated with a terminal health condition with a life expectancy of six (6) months to one (1) year will be eligible. The additional sick leave accumulation will apply after the faculty member has used up the balance of the regular vacation and sick leaves as a result of a terminal health condition and having the request properly approved by the Chief Executive of the Unit. The additional accumulation for illness will be calculated using the balance of the sick leaves up to five (5) years prior to the date in which the request is submitted. The Director of Human Resources will be in charge of the administration of the leave document. The interested employee, family member or person authorized to carry on this action must give the properly completed request to the Human Resources Office with the following documents: application for long term Disability Insurance and certificate of the specialized doctor who diagnosed the disease or condition of health as terminal (with a life expectancy of six (6) months to one (1) year. The Director of Human Resources, will submit the Application for Additional Sick Leave for the authorization of the Chief Executive of the unit. The accumulation of additional sick leave will be taken care of during the delay required for the employee to receive the long term benefits of the Disability Insurance.

#### **4.6.2**     *Extraordinary Leaves*

The President of the University may grant faculty members extraordinary leave of the kinds indicated below, in accordance with the conditions specified in each case. No more than one leave, extraordinary or regular, may be granted to cover the same period, and the date of the most recent leave may be a factor in granting a subsequent leave.

##### **4.6.2.1**     *Sabbatical Leave*

A sabbatical leave may be granted to qualified faculty members for them to improve their academic credentials or their professional competence through post-doctoral studies, studies leading to an advanced degree, or through a planned program of professional development. In addition, a sabbatical leave may be granted to work on research, to become a lecturer/researcher or the recipient of a prize or a scholarship from a recognized foundation. The concession of a sabbatical leave is a privilege that is granted when the Institution is financially able to do so and it is in the best interest of the University to foster the quality and competence of its faculty members. In case a sabbatical leave for the indicated purposes is granted to a professor, Inter American University of Puerto Rico, through the Vice President for Academic and Student Affairs, will acknowledge and adjudicate the years during which the professor was on sabbatical leave for purposes of salary and years of service, according to the scale established by the University.

##### **4.6.2.1.1**     *Criteria*

A sabbatical leave may be granted for a complete academic year or for an academic semester. The minimum criteria that faculty members must satisfy to be eligible for a sabbatical leave are:

- a.     Six (6) consecutive years of service to the University in a full-time teaching position or in an academically related position

uninterrupted by leaves. The President of the University must approve any exception to this policy.

- b. Faculty members must hold the rank of Assistant Professor, Associate Professor, or Professor.
- c. Faculty members must have a tenured or a probationary appointment.

The sabbatical leave is not granted just because faculty members have met the criteria stated above. The written proposal for study or other professional development activities submitted by the faculty member in his application for a sabbatical leave, as well as the benefits that such studies or development may bring the Institution are also taken into account.

#### **4.6.2.1.2**     *Procedure*

Eligible faculty members should apply for a sabbatical leave in writing, detailing their plans for the time they will be on leave and specifying the beginning and ending dates of the leave they are applying for. Applications for sabbatical leaves beginning in the second semester of any academic year must be submitted to the department director of the interested party no later than April of the previous academic year. The application for a sabbatical leave beginning in the first semester of an academic year should be submitted to the department director no later than November of the preceding academic year.

The department director, the Associate Dean for Academic Affairs of the School of Law or the Dean of the School of Optometry will submit to the Committee on Sabbatical Leaves and Study Grants of his unit the applications for sabbatical leaves he has received, together with other appropriate documents and his recommendation, as well as a report on the comparative benefits he anticipates that the activity plans proposed by the faculty members would bring to the department or unit. The

Committee on Sabbatical Leaves and Study Grants in each unit will submit the applications in order of priority based on the materials submitted for this purpose and according to the informed opinion of the members of the Committee, an opinion that may be derived from personal knowledge as well as from information received from other sources. The priority ratings of the Committee will be submitted together with all the applications and corresponding documents.

The applications, the documents, and the recommendations go through the hierarchy of academic officers to the Vice President for Academic and Student Affairs. Each officer may comment on, endorse, or recommend rejection of an application or change in the priority that had been assigned to it. The Vice President for Academic and Student Affairs submits all the applications, priorities, and other recommendations to the President, who will decide which applicants will be granted the sabbatical leave in light of funds available for such leaves, the needs of the University, and the benefits expected for the Institution.

Faculty members on sabbatical leave will receive, for a year or for an academic semester, the full salary that they are entitled to receive, according to the salary scale in effect at the time the leave begins. While on sabbatical leave, a faculty member may not accept remunerated work nor engage in activities that are not in accordance with the purposes for which the sabbatical leave is granted, as stated above, without previous authorization from the President of the University.

Faculty members who have been granted the privilege of a sabbatical leave must sign an agreement under whose terms they promise to return to their faculty position at the end of the leave to continue serving the University for a period equivalent to twice the duration of the leave.



Faculty members who fail to meet the terms of this obligation may be asked by the University to return all of the compensation paid to them during the time they were on leave or the corresponding proportion of said compensation if they leave the University before serving the term required after reinstallation at the Institution. The administration may require the signature of guarantors for the commitments before granting a sabbatical leave if it so desires. The President may relieve faculty members from the service obligation if he finds that such action is in the best interest of the University. Faculty members on sabbatical leave may accept scholarships or financial aid from sources outside the University, provided they do not affect the study or professional development plans of the faculty member. They must, however, inform the University of such benefits.

#### **4.6.2.2**     *Study Leave*

Study leaves, with or without financial aid, may be granted annually up to a maximum of four (4) years, depending upon the course of studies the faculty member has proposed and has been approved by the University.

Study leave, with or without financial aid, may be granted to faculty members wishing to continue formal studies at a postgraduate level. These leaves are authorized on the basis of service received by the University from them, the need for professors in specific disciplines, and/or the financial condition of the Institution.

In case a Study Leave is granted to a professor, Inter American University of Puerto Rico, through the Vice President for Academic and Student Affairs, will acknowledge and adjudicate the years during which the professor was on study leave for purposes of salary and years of service, according to the scale established by the University.

#### **4.6.2.2.1** *Criteria*

Study leaves, with or without financial aid, may be granted to faculty members meeting the following criteria:

- a. Temporary, probationary or tenured appointments.
- b. Two (2) years of previous, continuous, satisfactory services to the University as a full-time faculty member. Nevertheless, in cases where granting such leave would help solve pressing problems in regard to Faculty recruitment and credentials, the President may waive the prior service requirement.

The primary consideration in granting study leaves is the institutional improvement that may result from upgrading faculty credentials in specific disciplines or in academic and professional programs offered by the University.

#### **4.6.2.2.2** *Procedure*

Faculty members must submit their application for a study leave to the department director, and in the School of Law and the School of Optometry, to the Associate Dean for Academic Affairs. They must accompany the application with proof of admission to the program in which they expect to study. They must include cost to be considered in determining the amount that the Institution might 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 may not be in excess of the maximum amount determined by the President in harmony with the guidelines formulated by the Board of Trustees. In determining this amount, the fact that the faculty member will not receive any salary will be taken into account.

Payment of funds for the study leave with financial aid will be made each semester upon evidence of satisfactory academic progress.

During the term of the leave, faculty members will not accept remuneration for work performed. Neither will they engage in activities extraneous to the objectives of the leave or change these objectives without the consent of the President.

All faculty members who accept a study leave with financial aid will sign an agreement with the University under the terms of which they are obliged to return and serve the Institution for a period which is equivalent to double the length of time of the study leave with financial aid, or reimburse the Institution for the total or proportional amount of the financial aid, in addition to the interest. If it so desires, the administration may require the signature of guarantors of the commitment of the faculty member before granting the leave. In the case of failure to comply with the terms of this commitment to service, the University may initiate recourse to legal action against the faculty member. The President may relieve faculty members of this obligation if these services are not required during the year following the end of their studies. A faculty member may consider himself relieved of any obligatory service if the University does not require his return within a period of one year from the date upon which the faculty member's study leave ends. Faculty members on study leave with financial aid may accept scholarships and financial aid from sources other than the University if these do not affect their study plans, but they must notify the President of these aids. In case a professor is not eligible for a study leave with financial aid, he should apply for a study leave without financial aid.

#### **4.6.2.3**      *Leave without Pay*

The President may grant leave without pay to full-time faculty members with probationary or

tenured appointments in order that they may accept temporary employment as consultants, engage in research, work as public servants or engage in any other employment related to their profession which brings benefit to the Institution. He may also grant leave without pay for a prolonged illness, military service, or another justifiable reason.

In most cases, leaves without pay may be granted for a period of up to two years. Nevertheless, the President may authorize them for longer periods if there are special circumstances that do not adversely affect the best interest of the University.

During the period in which the faculty member is on leave without pay, the faculty member will be eligible to enjoy the fringe benefits that the University offers its employees, as long as he pays the employer's and employee's portions. In case a leave without pay to study a terminal degree required by the University is granted, the Faculty member will be entitled to continue receiving the medical plan benefits in accord with the current institutional norm regarding full-time faculty members.

#### **4.6.2.4**      *Medical Family Leave*

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

- a.      Birth or adoption - the faculty member may take twelve (12) weeks of leave in any period of 12 months for reason of adoption or birth of a child.
- b.      Sick relatives – this applies to permission to care for a spouse, child, father or mother having a serious health condition.

- c. Serious health condition - this applies to full time faculty members with a serious health condition that does not permit them to carry out their duties.

While the faculty member is on medical family leave, the employer will maintain only the faculty member in the medical insurance policy under any group policy.

In the case of married couples working for the University, each of the spouses is entitled to an amount or a combination of different weeks, depending on the reason for the application.

#### **4.6.2.5**      *Administrative Leave*

The chief executive officer of a unit may grant administrative leave to faculty members with a probationary or tenured contract who have been offered a full-time administrative position within the University system.

A faculty member on administrative leave does not receive compensation by right of his faculty appointment, but rather under the terms of the administrative appointment he has received.

Faculty members on administrative leave will receive credit under such leave as explained in Part II, *Appointment of Ranked Faculty Members to Full-Time Administrative Positions*. A faculty member with a substitute appointment will only fill the vacancy of a faculty member on administrative leave. The faculty member may return to his teaching position at the beginning of any term if such change is in agreement with the terms of his administrative appointment. After a period of two years, the unit may appoint another person to the position.

The University will reassign faculty members who have been on an administrative leave for two years or more to a teaching position similar to the one they held when they began their administrative leave in the unit of origin with all the acquired benefits. The faculty member may

also be transferred to another unit of his preference, whenever this is possible. Faculty members not having tenure at the time they return to a teaching position will be assigned a probationary contract.

#### **4.7**      *Vacations*

Full-time faculty members are entitled to vacations, as specified in the academic calendar in effect at the academic unit where they serve. Those who serve during a regular work year are entitled to vacations during the Christmas recess, during the summer, and from commencement exercises until the beginning of the activities for the first semester. Such vacations are never for less than the number of days stipulated in the law. Full-time faculty members contracted for less than a regular work year are entitled to vacations according to the relevant laws.

#### **4.8**      *Other Fringe Benefits*

In addition to the benefits described above, faculty members may enjoy the following fringe benefits in accordance with the conditions stipulated. The Office of Human Resources of each instructional unit may offer faculty members orientation and details about these fringe benefits.

##### **4.8.1**      *Study Benefits*

Faculty members and their spouses and children may receive study benefits as listed in this section, which will give them the opportunity of improving academically within the financial limitations of the University. When employees or their spouse finishes a degree, they will not have equivalent study benefits. In case a faculty member completes a master's or doctoral degree, he will not have the benefit of additional studies, unless authorized by the nominating authority of the corresponding unit in terms of the needs of the University.

##### **4.8.1.1**      *Study Benefits for Faculty Members at Inter American University*

Full-time faculty members are exempt from tuition payments, fees and laboratory fees for courses in which they enroll at the University during hours they do not have teaching assignments, except courses at the School of

Law, the School of Optometry, in the Medical Technology Program at the undergraduate level, or in doctoral programs. However, the faculty member may not enroll as a full-time student at the University while teaching there full-time.

If the faculty member does not meet the academic requirements of the Institution for continuing studies or if he drops a course without a justifiable reason, he must reimburse registration costs for each such course.

Full-time faculty members taking courses for their professional improvement that are not conducive to a degree are exempt from the payment of special fees.

#### **4.8.1.2**      *Study Benefits for Spouses of Faculty Members*

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

If the spouse does not meet the academic requirements of the Institution for continuing studies or if he drops a course without a justifiable reason, he must reimburse registration costs for each such course.

#### **4.8.1.3**      *Study Benefits from Kindergarten to High School for Children of Faculty Members*

Full-time faculty members with probationary or tenured appointments as of the end of the 1980-1981 academic year are entitled to the annual payment of half the tuition fee, up to a total of \$300, for each unmarried child of five (5) or more years of age, enrolled in any grade from kindergarten through high school at any private school accredited by the Department of Education of the Commonwealth of Puerto Rico. Full-time faculty members not covered by the previous sentence, but who had been granted

this fringe benefit as of the end of the 1980-81 academic year, may continue to receive these benefits as long as they serve the Institution without interruption.

#### **4.8.1.4**      *Study Benefits at the University for Children of Faculty Members*

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

If a dependent child has begun enjoying this benefit and the faculty member dies, becomes disabled, or retires after 25 years of service, the dependent enjoying this benefit will continue enjoying it until he finishes the degree he had been pursuing at the moment of the death, disability, or retirement as long as he complies with the norms of academic progress in effect.

If a dependent child has not begun to enjoy this benefit, and the member of the faculty holds a permanent contract or a multiannual appointment, and becomes disabled, dies or retires after 25 or more years of service, the dependent will retain the exemption of payment benefit for the tuition fees of 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 in addition must comply with the effective academic progress norms.

In all cases, when requesting this fringe benefit, the dependent must present an official document certifying his dependence status.

If a dependent child does not meet the academic requirements of the Institution for continuing studies or if he drops a course without a justifiable reason, he must reimburse tuition costs for each such course in the current academic term.



#### **4.8.2**     *Medical Insurance*

The University makes available, without charge to all full-time faculty members who are contracted for a period of at least a year, a plan that covers medical services. The faculty member's spouse and dependents that are eligible may be included in the insurance plan through regulations approved by the University, upon payment of the corresponding premium. With an additional payment, they may also receive dental coverage. Further details may be obtained at the Office of Human Resources of the unit. Beginning on April 1, 1992, new optional dependents will not be accepted.

Married couples working for the University may also be covered under the benefits of the joint plan. When medical insurance eligibility is lost for circumstances such as termination of employment or divorce, the employee as well as the spouse and children may be eligible for continued coverage, in accordance with the legal provisions in effect.

Faculty members who retire or become disabled after having offered twenty (20) years or more of service to the University will continue enjoying this medical service plan with the same conditions, while they pay the premium for these services.

#### **4.8.3**     *Life Insurance*

The University makes available without charge to all full-time faculty members who are contracted for a period of at least a year a protection through life insurance for cases of death, and benefits in cases of body injury or dismemberment.

#### **4.8.4**     *Long-Term and Short-Term Disability Plan*

All full-time faculty members contracted for a period of at least a year are covered by the disability insurance policies from their first day of employment. Full-time faculty members are provided with a short-term disability insurance policy free of charge.

Faculty members should consult the Office of Human Resources of their unit for details on the benefits and services offered by the Institution's short-term and long-term disability insurance policies, as well as the procedures and certifications needed when applying for them.

#### **4.8.5**     *State Insurance Fund*

As an employer, the University is insured under the terms of the Commonwealth's Law for Work Related Accident Compensation. In case of disability, the State Insurance Fund of the Commonwealth will provide medical assistance, medicines, and will pay compensation. While using this benefit, faculty members may not use the services of their medical group plan. Faculty members are protected against work related accidents and occupational diseases under this law.

#### **4.8.6**     *Unemployment Insurance*

The unemployment compensation program under the Commonwealth's Department of Labor protects the University. If the University does not re-appoint a faculty member, for reasons established by law, this faculty member will be eligible to receive the benefits granted to unemployed individuals.

#### **4.8.7**     *Social Security*

The University is under the federal Social Security law so that its faculty members and their beneficiaries may be eligible for benefits of retirement for disability, age, or death.

#### **4.8.8**     *Pension Plan*

The University offers full-time faculty members, contracted for a period of at least a year, the opportunity to enroll in the pension plan offered by the Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) or in any other institution selected by the University. Enrollment in the plan is voluntary. The University will match an equal amount up to a maximum of five percent (5%) of the basic salary. The plan establishes as a policy that the pension plan benefits are to be received before the person reaches 70 1/2 years of age.

#### **4.8.9**     *Holidays*

Faculty members are entitled to all the official and authorized holidays observed in Puerto Rico, without this affecting their salary in any way. Nevertheless, the University reserves the

right to conduct classes and other activities on holidays to meet the requirements of its academic-administrative calendar.

**4.8.10** *Christmas Bonus*

The University pays a Christmas bonus in accordance with the terms of the law governing this type of benefit.

## PART V

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### *Policies and Procedures on Contracts and Promotions*

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#### **5.1**     *Policies on Recruitment and Appointments*

The recruitment and selection for appointment of ranked or unranked faculty members is based on the capabilities and qualifications of the candidate, without regard to race, creed, color, ethnic or national origin, age, sex, political ideology, physical, mental or sensorial disability, veterans with disabilities, veteran of the Vietnam Era and social condition.

#### **5.2**     *Recruitment*

The University looks for candidates for its faculty who show concern for the intellectual, cultural, and moral development of students; may be relied upon to work together with other faculty members in an open-minded manner; will give support to the academic programs of the University; will work constructively toward their improvement; and will conduct themselves with propriety at all times. The following criteria guide the selection of candidates for a faculty appointment:

- a.     The candidate's degree of identification with the philosophy, mission, goals, and objectives of Inter American University of Puerto Rico.
- b.     The candidate's academic preparation as revealed by the courses taken, the grades earned and the standing of the institution or institutions where graduate studies were taken. As a minimum, a master's degree in the discipline to be taught is required.
- c.     The candidate's mastery of the subject matter he will teach and his ability to integrate such subject matter with related fields of study.
- d.     The candidate's capabilities for scientific research or for performance or production in the creative arts.
- e.     The candidate's success in teaching, especially at the post-secondary level, and his experience in applying knowledge from a particular field of study.
- f.     The quality of the candidate's publications, papers, special lectures, or noteworthy production in the creative arts.

### 5.2.1 *Initiation of the Search*

It is normally the responsibility of the department director to initiate the search of candidates in accordance with established norms and policies when a new faculty position is created or an established position becomes available.

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

It is the responsibility of the faculty members in the same or related disciplines in the department in which an opening occurs to cooperate actively with the department director in the search for and selection of qualified candidates. (See Part 1, Section *Committee for the Search of Faculty Members*.)

All files that are reviewed and deliberations that occur in fulfilling these responsibilities are confidential.

### 5.2.3 *Recommendations*

The primary responsibility for recommending a candidate for an appointment to the ranked faculty lies with the department director, after receiving the recommendation of the Committee for the Search of Faculty Members, as established in Part I. This recommendation is subject to the confirmation of each successively higher academic administrative officer until it reaches the officer who makes the appointment, according to the type of contract offered to the candidate.

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

### 5.2.4 *Non-Confirmation*

In case the recommendation is not confirmed at any level, the officer who does not approve of the selection will inform the department director of the reasons for non-concurrence. The department director will meet with the academic officer that does not approve of the recommendation in an attempt to resolve differences. If such resolution is not achieved, the

department director will reconvene the Committee for the Search of Faculty Members to select another candidate.

#### **5.2.5**     *Credit for Previous Service*

The Vice President for Academic and Student Affairs will determine accreditation of previous teaching experience of the candidate considered as applicable for purposes of salary, promotion and/or tenure, if an appointment with probationary status is offered, and will include a certificate in the candidate's file.

#### **5.2.6**     *Commitments with Candidates*

No representative of the University will make commitments with candidates without the written approval of the chief executive officer of the unit or the President, depending upon who will make the appointment.

### **5.3**     *Appointment of Ranked Faculty Members*

Appointments to the ranked faculty are of four (4) kinds: substitute, temporary, probationary, and tenured. Temporary and probationary appointments may be for a semester, a year, or multi-years. The specific conditions for each appointment must be stated 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 relation with the University in which he is committed to comply with the *Faculty Handbook* and all the current rules and norms of the Institution.

#### **5.3.1**     *Substitute Appointment*

A substitute appointment or contract is granted to fill a position whose incumbent, by right of a previous and still valid appointment, is ill or on leave but is expected to reoccupy the position upon recovery or expiration of the leave. Such an appointment may be for any period up to one year.

Termination of appointment occurs without notice upon expiration of the contract. The initial appointment of a substitute position in the faculty, as well as the subsequent reappointment of the same person to the same position, is made by the chief executive officer of the unit.

Normally, service under such appointments will not be credited toward promotion or tenure at the University, unless the substitute faculty member is offered a probationary appointment. In such cases, the Vice President for Academic and Student Affairs, upon recommendation of the appropriate department director and with the endorsement of the intervening academic officers, will decide whether or not and how much time served under a substitute appointment at the University will be credited toward promotion and/or tenure. The corresponding certificate will be included in the faculty member's personal file. A substitute appointment may be made to any rank for which the candidate qualifies, regardless of the rank held by the incumbent by right of a previous and still valid appointment.

### **5.3.2**     *Temporary Appointment*

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

Termination of a temporary appointment occurs upon expiration of the contract, and it is not necessary to give notice. The initial appointment of a candidate for a temporary contract, as well as the subsequent continuous reappointment of the same person to the same position is made by the chief executive officer of the unit. Service under a temporary appointment will not necessarily be credited toward promotion or tenure. If a temporary faculty member is offered a probationary contract, the Vice President for Academic and Student Affairs and Systemic Planning, upon recommendation of the appropriate department director and the recommendation of the intervening academic officers, will decide whether or not and how much of the time served under temporary appointment may be credited for promotion and/or tenure. The corresponding certificate will be included in the faculty member's personal file.

### 5.3.3 *Probationary Appointment*

A probationary contract is granted to a faculty member who is expected to fill an established position. All time served under such appointment is credited toward promotion and/or tenure. The chief executive officer of the unit makes all probationary appointments after the President of the University approves that this type of appointment be extended to the faculty member. Holders of such contracts are subject to the terms of notice as specified in Part V, section *Non-Reappointment*.

### 5.3.4 *Multi-Year Appointment*

A multi-year appointment may be granted to a faculty member with a temporary or probationary contract, for a period not to exceed five years. The President of the University makes all multi-year appointments. These appointments may be offered under the following conditions:

- a. **Temporary:** A faculty member who has served two successive years under a temporary appointment and who qualifies for a probationary appointment may be offered a multi-year temporary appointment if a probationary position for which he qualifies is not open. A faculty member may apply for promotion in rank and/or change of contract during the term of his multiannual contract. If the Institution grants the faculty member a probationary contract, the temporary multiannual contract will be annulled. Time served under this type of contract may be counted toward tenure and/or promotion as determined by the Vice President for Academic and Students Affairs. Termination occurs without notice upon expiration of the contract.
- b. **Probationary:** A faculty member who has met the normal requirements for tenure may be offered a multi-year probationary contract if no tenured position for which he qualifies is open. A faculty member may apply for promotion in rank and/or change of contract during the term of his multiannual contract. If the Institution grants the faculty member a probationary contract, the temporary multiannual contract will be annulled. Holders of such contracts are subject to the terms of



notice as specified in Part V, section *Non-Reappointment*, in this *Handbook*.

### 5.3.5 *Tenured Appointment*

The Board of Trustees may grant a tenured appointment after prior evaluation and upon due recommendation by the President, if there is a tenured position open for which the candidate qualifies. (See section *Procedures Related to the Granting of Tenure*.) A tenured appointment is normally for the rest of the appointee's working years or until resignation, except in cases of *bona fide* institutional financial stress, program changes, or termination of employment, according to the provisions in this *Handbook*.

## 5.4 *Documents and Records*

The appointment as ranked faculty member may result in a continuing relationship with Inter American University. It is, therefore, essential to support every action involving a ranked faculty member with adequate documentation, especially actions pertaining to appointments, promotions, tenure, and termination of employment. The Institution maintains two files for each faculty member: a pre-employment file and a personal file.

### 5.4.1 *Pre-Employment File*

The pre-employment file contains all documentation required or received by the Institution in connection with a faculty member. This file is available only to the academic officers and their executive personnel of the unit to which the application for employment is made and for faculty members on the Faculty Appointments Committee. It is also available to the President of the University, the Vice President for Academic and Student Affairs, and their professional staff. After appointment, the items in the file, which are not of a confidential nature (e.g., academic transcripts, application forms, reprints, certificates of honor, titles), are transferred to the personal file of the faculty member. The rest of the material (e.g., letters of recommendation and other confidential material), will be available only to the administrative officers of the academic areas of the unit, their staffs, the President, the Vice President for Academic and Student Affairs, and their professional staff.

#### 5.4.2 *Personal File*

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

- a. Information related to the faculty member's academic and professional accomplishments submitted by the faculty member, or placed in the file at his request, as well as certificates of equivalency and of service credited towards promotion and/or tenure together with a copy of all the faculty member's letters of appointment or contracts of employment with Inter American University.
- b. Copies of evaluations of the faculty member's professional performance made by students, academic officers, and committees of the academic unit in which he serves. It also includes all the formal recommendations from the Committees for Promotions, Tenure and Change of Contracts, Sabbatical Leaves, and Study Leaves, and the recommendations of his supervisor or supervisors and other academic officers of the unit in which he serves.
- c. Professional commendations or certificates, honorary degrees or mentions, and other distinctions or awards.
- d. Other personal information.

The Systemic Human Resources Office of Inter American University maintains the personal file. It is available only to the administrative officers of the Central Office and their professional staff, the administrative officers of the academic area of the unit in which the faculty member serves, and their professional staffs, the committees on Promotion, Tenure and Changes of Contract, and Sabbatical Leaves and Study Leaves of the unit in which the faculty member serves, as well as to the faculty member himself.

The department director under whom the faculty member serves, as well as the Committee on Promotion, Tenure and Changes of Contract, and the Committee on Sabbatical Leaves and Study Leaves of the unit in which the faculty member serves, may have access to the personal file. In addition, the faculty member, upon payment of the costs, may obtain copies of his personal file and of the deliberations and recommendations of the committees. A member of the professional staff will make

such copies from the Systemic Human Resources Office and/or an employee from the Human Resources Office of the unit.

Both the pre-employment file and the personal file will be kept in the strictest confidence and will be available only as indicated above, except when a faculty member provides written authorization, for another person to see them. In addition, Inter American University permits access to and copying from such files when lawful requests of federal or Commonwealth of Puerto Rico agencies make a petition for them for purposes of investigations, hearings, or other proceedings pending before such agencies or before the courts. Permission for such access will only be granted with the prior approval of the President.

## **5.5**     *Faculty Evaluation*

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

The responsibility of conducting a faculty evaluation as established in the current *University Guides for the Evaluation of Teaching Personnel* lies with the department director. This officer works with the official evaluation committees described in Part I, sections *Committee for Formative Evaluation* and *Committee for Summative Evaluation* found in this *Handbook*.

The results of faculty members' evaluations, although not exclusive, are used to make the following decisions: (1) re-appointment, (2) promotion in rank, and (3) granting of tenure. These results may also be used to grant leaves and probationary contracts.

### **5.5.1**     *Objection and Appeal of the Evaluation*

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

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

The procedure of an appeal seeks to invalidate the determination of the outcome of the evaluation process. Upon completion of the evaluation process, the faculty member may appeal the decision using the Complaint Procedure as provided in part IV, article 4.2 of the *Faculty Handbook*.

## 5.6 *Norms on Promotion*

Promotion in rank at the University is based upon faculty members' fulfillment of their duties, as described in Part III and upon the evaluation of six (6) areas of service in particular: teaching experience, teaching effectiveness, service to the institution, service to the community, research and creative work, professional growth and development, based upon specific criteria in each area of service, as stated below.

Candidates for promotion in rank must meet the minimum criteria as included in Part II, section *Ranked Faculty*. However, promotion in rank is not automatic even when the candidate meets these minimum requirements. Rather, promotions are a recognition based upon careful evaluation and are subject to the availability of resources.

The President authorizes promotions in rank, based upon the recommendations originating at the academic departments, including appropriate recommendations or comments from the department director or the formal recommendations of the Committee for Promotions, Tenure and Changes of Contract and upon the adverse or conditional recommendation of the administrative officers of the corresponding academic area and the chief executive officer of the unit. All such comments and recommendations should be reviewed, evaluated, and endorsed, or otherwise commented on by the Vice President for Academic and Student Affairs, before being brought to the attention of the President for final action. All the recommendations, either favorable or unfavorable, the comments and recommendations will continue through the appropriate channels until they reach the President. The faculty member will receive a communication informing him of the results of his request.

### 5.6.1 *General Criteria*

The responsibility for applying for promotion in rank and the burden of proof to earn it, rest upon the individual faculty member. However, the appropriate department director or the Committee on Promotion, Tenure and Changes of Contract can also initiate consideration for promotion.

The department director initiates deliberations on promotion by submitting to the Committee on Promotion, Tenure and Changes of Contract the files of the ranked faculty members of his department who have applied for promotion. The department director may include with the files the comments on the merits of each faculty member, as he deems appropriate in the light of his work relationship with and supervision of that faculty member. The Committee may request further comments and/or testimony from the department director, as it may deem advisable.

Once the minimum requirements established in Part II, section *The Ranked Faculty* are satisfied, mastery of the teaching-learning process represents greater importance than any other criterion and receives between half and two thirds of the weight when considering promotion. Other activities of importance when considering promotion are academic advisement, service to the Institution, research, publishing, competencies, activities, and service to the community. The criteria set forth in the sections *Teaching Experience*, *Teaching Effectiveness*, *Service to the Institution*, and *Service to the Community*, must be met by all faculty members seeking promotion. In addition, faculty members being considered for promotion to Associate Professor must have met the criteria set forth in at least one of the other areas under service: Research and Creative Work and Growth and Professional Development. A faculty member being considered for promotion to professor must have met the criteria in the two areas mentioned above.

#### **5.6.1.1**      *Teaching Experience*

The normal minimum teaching experience for each rank is established in Part II, *The Ranked Faculty*. Any exception from these minimums must be fully justified by the party initiating the request for promotion, and the Committee for Promotions, Tenure and Changes in Contract must concur in this justification. Finally, the President must authorize the exception, if he approves the promotion.

A year of full-time teaching experience of a ranked faculty member means that the individual has fulfilled the duties and responsibilities of a ranked faculty member for a

complete academic year or that the person has fulfilled the duties of an academic administrative officer at Inter American University for a full year (two semesters of full-time services), summer sessions excluded.

A year of full-time teaching as a ranked faculty member in any college or university accredited by local accrediting agencies or by a regional accrediting agency 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 year of full-time ranked teaching at Inter American University.

However, the following minimum amount of service at Inter American University is normally required before promotion to the next higher rank:

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

#### **5.6.1.2**      *Teaching Effectiveness*

Quality in teaching is the most important attribute of a faculty member. The attributes and qualifications, which are considered and documented when evaluating teaching effectiveness, include, but are not necessarily limited to, the following:

- a. Mastery of the subject taught.
- b. Ability to organize the subject matter and to present it clearly, logically, and imaginatively.
- c. Knowledge of the current developments in one's discipline.

- d. Ability to relate one's discipline to other areas of knowledge.
- e. Ability to promote and broaden student interest in the subject matter.
- f. Ability to develop and utilize adequate teaching methods and strategies, including the use of educational technology, so they result in effective teaching.
- g. Availability for and effectiveness in academic advisement of students.
- h. Possession of the attributes of integrity, industry, open-mindedness and objectivity in teaching.

Effective documentation for many of these criteria may be found in the evaluation of faculty members by their students. Other good sources of documentation are the evaluations made by immediate supervisors and those of faculty peers, 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 its faculty actively participates in the governance of the Institution. In addition to teaching and academic advisement, the faculty of the University bears the primary responsibility for the determination of curriculum and curricular offerings, in program and course offerings, and, likewise, in the establishment of academic procedures, including the degrees and graduation requirements, and in the evaluation of candidates for degrees. Faculty members must, therefore, be willing to undertake a reasonable number of non-teaching assignments, attend meetings, and contribute with ideas and experience in the decision-making processes of curricular development and institutional governance. Faculty members should participate in no more than five (5) committees per

academic year. In the case of senators, they should not participate in more than two (2) committees per academic year in addition to those of the Senate, in accord with each faculty member's interests and the needs of the University community. It is at the senator's discretion whether or not to work on more than two (2) unit committees.

The Office of the Dean will inform the academic department directors and they will inform the faculty, at the beginning of every academic semester, the number of committees or projects to which they are assigned.

Faculty members should make sure that their personal files in the Human Resources Office contain evidence of such services, the copies of the appointment letters, and the evaluations for services rendered.

#### **5.6.1.3.1** *Service at the Departmental Level*

Faculty members are expected to maintain communication with other members of their department and, unless previously excused, to attend all departmental meetings and to participate actively in the work of the department related to curriculum development, student advising, student registration, as well as to serve on departmental committees to which they have been elected or assigned. In addition, a faculty member may serve as president of one of those committees as a coordinator of a subject matter, program, or as the director of an academic department.

#### **5.6.1.3.2** *Service at the Unit Level*

Faculty members are also expected to serve on committees working at the unit level and to be available for



other non-teaching assignments, such as faculty sponsor for student groups or student activities, assisting at registration or in course selection, working on special assignments such as recruitment, research for the unit, and consulting.

Faculty members are also expected to attend all unit academic functions such as the commencement exercises and honor convocations, and to support the various special cultural activities sponsored by the unit. In the event that a faculty member cannot attend a faculty meeting, he should notify the chief executive officer of the unit in advance.

#### **5.6.1.3.3** *Service to the University System*

Faculty members have a responsibility with the University as a system. This includes service on the University Council when elected as presidents or representatives of an Academic Senate and as members of special committees when appointed as such.

#### **5.6.1.4** *Service to the Community*

As professionals, faculty members of Inter American University are exceptionally qualified to make valuable contributions to their communities. The University encourages its faculty members to support community activities to which they can contribute. Such community involvement not only benefits society, but it also adds to the prestige of the faculty member and of the Institution.

Service to the community 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 person
- c. Lecturer for community groups
- d. Active participation in political, religious, or civic activities

#### **5.6.1.5** *Research and Creative Work*

Effective teaching requires active involvement in the intellectual and scholarly developments in a faculty member's field. Because what is considered appropriate research in one discipline may not be recognized as appropriate in another, a faculty member's research or creative work should be evaluated in terms of its quality, the recognition granted by colleagues, and its significance to the discipline concerned. The evidence of an adequate performance may include, but is not limited to:

- a. Publications
- b. Unpublished research, learned papers or monographs related to the classroom or the discipline
- c. Funding obtained for research and projects
- d. Inventions and patents
- e. Artistic work and performances
- f. Reviews of creative works

#### **5.6.1.6** *Growth and Professional Development*

Every faculty member has the obligation to maintain a high level of professional competence and to keep abreast of the developments in his field. In addition to research and creative work,

other evidence of growth in professional competence includes:

- a. Receipt of awards, grants or fellowships
- b. Appointment in an advisory or executive capacity in government or private agencies
- c. Active participation in professional organizations (annual meetings, elected positions committees and others)
- d. Resource in lectures and presentations
- e. Participation in conferences congresses and institutes
- f. Post-doctoral education and continuing education

It is of utmost importance that a faculty member be considered an expert and competent professional in his field. This can only be achieved if such member maintains his competency by keeping himself abreast of the developments in his field and in related fields. There are various ways of maintaining growth and development, and each faculty member must find the most adequate for himself. The University facilitates professional advancement through a faculty development program. This program carries out activities in the Institution and in its respective academic units to address faculty professional development needs. The reading of works, monographs, and current journals is one way of improvement. Other ways include participating in conferences and institutes, helping in the information access centers to improve their collections, teaching summer courses occasionally in another university, traveling, and enrolling in advanced courses. Research and consulting services are other ways of developing professionally.

Continuous growth and development help faculty members maintain themselves aware of the vitality and the contents of their courses as well as of the effectiveness of their teaching. Such

growth and development enable them to work more efficiently with their colleagues in the improvement of the curriculum.

#### **5.6.2**     *Procedure Relative to Promotion in Rank*

A faculty member desiring promotion in rank should submit a formal application together with his self-evaluation to his department director, who will initiate the process of evaluation. The documents, the recommendation of the department director, and the results of the evaluation made by the Committee for the Summative Evaluation are sent to the Committee on Promotions, Tenure, and Changes in Contract.

As an objective, fact-finding body, the Committee for Promotions, Tenure and Changes in Contracts will render an independent recommendation based on the information it possesses. This recommendation, together with that of the department director, and with the other supporting documents, is forwarded to the President, through the hierarchy of administrative officers of the academic area, for a final decision. For promotion in rank, the recommendations at each level will be approval, denial, or promotion conditioned upon fulfillment of certain requirements. If the recommendation an academic administrative officer intends to make is negative, he should contact the president of the Committee for Promotion, Tenure and Changes in Contract to see if the differences can be reconciled. However, the recommendation of the Committee and the documents, together with subsequent recommendations, either favorable or unfavorable, will continue on through the chain of command to the President, who makes the final decision. Denial of the application for promotion does not prevent applying for promotion again in the future. If the application is denied, the summative evaluation may remain valid for two years.

#### **5.7**     *Procedure Relative to Annual Review for Reappointment*

The department director initiates the annual evaluation to review the appointment of full-time faculty members by sending to his division dean, or the dean of studies, depending on the case, the documents pertaining to the annual evaluation of each faculty member, as well as his recommendations. This recommendation will continue through the hierarchy of academic administrative officers of the academic area until it reaches the President. A favorable or unfavorable recommendation may occur at any level. Any academic administrative officer who

disapproves the original recommendation should so advise the department director to see if differences concerning the recommendation can be resolved before forwarding the recommendation to the next academic officer in the hierarchical order. However, all original recommendations, together with the intervening ones, will continue to the President, who will make the final decision.

## **5.8**     *Definition of Probationary and Tenured Status*

The probationary period, which precedes the granting of tenure, gives the faculty member time to demonstrate his capacity. It also gives his colleagues and the administration time to observe and evaluate him based on his performance. During this period, the faculty member will enjoy the same academic freedom as the tenured faculty member.

Termination of the services or dismissal of a faculty member with a probationary contract can only occur in accordance with the provisions of the sections *Termination for Financial Exigencies*. Faculty members holding probationary appointments are evaluated once a year for reappointment or non-reappointment. Notice of non-reappointment is made in accordance with the criteria set forth in the section *Non-Reappointment* of this *Handbook*.

Conferral of tenure means that the faculty member, after completing his probationary period satisfactorily, is guaranteed the continuation of his full-time appointment, unless there is proof of adequate cause for termination of his services, such as prolonged mental or physical incapacity, or of changes in educational programs that make his service unnecessary, or that the ranked faculty member resigns or retires.

Tenured faculty members are evaluated every three years. This evaluation is based on the professional development plan, according to the methodology contained in the *Guides for the Evaluation of Teaching Personnel*.

### **5.8.1**     *Policies on Tenure*

Ranked faculty members with probationary status may be advanced to a tenured status after serving satisfactorily the probationary period as defined and explained in the section *Date of Tenure*.

### **5.8.2**     *Meaning of Tenure*

Higher education institutions, such as Inter American University of Puerto Rico, are conducted for the common

good. This common good depends, to a large degree, upon the free search for truth and its free exposition. Tenure is one means of insuring such freedom to the faculty members of the Institution.

To serve the common good effectively, the role of a faculty member at the University must be sufficiently attractive to appeal to men and women of ability and learning. This, in part, is achieved through the economic security and the professional satisfaction felt by the faculty member who is offered tenure.

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

### **5.8.3**     *Date of Tenure*

Generally, the probationary period does not exceed seven (7) years, except in cases in which a faculty member with a probationary contract is offered a multi-year appointment because no tenured position for which he qualifies is available when he meets the requirements for advancement to tenure. (See section *Multi-Year Appointment*). As an extraordinary measure, the President may grant a probationary contract for an additional year, in excess of the seven years set forth in this *Handbook*, if it is a request of the corresponding unit. Such request must state the reasons that justify it.

Credit toward the seven (7) years of probationary service may be given for full-time service for a minimum period of two (2) consecutive years at another higher education institution accredited by the local accrediting bodies or by one of the regional accrediting associations in the United States, or otherwise, by an organization of recognized standing in regions not served by bodies or associations previously mentioned, as determined by the Vice Presidency for 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 Inter American University of Puerto Rico before the conferral of tenure. Credit for service in another institution must be certified by the Vice President for Academic and Student Affairs at the time the faculty member signs his first

probationary contract with the University. Such certification is placed in the personal file of the faculty member.

Likewise, up to a maximum of three (3) years toward fulfillment of the probationary period will be granted to the ranked faculty member who has served under a temporary or substitute appointment at the University if and when he is offered a probationary contract. The Vice President for Academic and Student Affairs will determine the credit based on a year for every complete year of service. In addition, he will certify the credit granted and such certification will be included in the faculty member's personal file. The faculty member must serve for at least four (4) years with a probationary contract at Inter American University of Puerto Rico before conferring him tenure.

Unless agreed upon in writing by the President and the faculty member concerned, with copy to the faculty member's personal file, before a sabbatical or study leave is granted, the time of leave will not count towards promotion and/or tenure, although such time will count toward salary increase based upon length of service.

Leaves without pay only count toward promotion, tenure, or salary increases based on length of time in service to the Institution, under exceptional conditions which the President may judge as of distinct benefit to the University; for example, teaching for a short period of time at another institution, if the experience will help to strengthen study programs at the University.

The conferral of tenure is an affirmative act for both the Institution and the faculty member. The appropriate department director should initiate the recommendation for tenure during the sixth year of a probationary period. The Institution reserves the right to grant early tenure in recognition of distinguished services.

Tenure is only granted to full-time faculty members who have the rank of Assistant Professor, Associate Professor, or Professor. If the decision not to grant tenure to a faculty member is taken, the President must notify such faculty member at the earliest time during his probationary period and at least, by the dates specified in the section *Non-Reappointment*.

#### 5.8.4 *Criteria for Tenure*

Tenure is not granted only on the basis of time served in teaching. To be granted tenure, the candidate must show indications that he will continue to be a productive member of the University and of the academic community in general.

The appropriate department director is responsible for offering all pertinent evidence in regards to eligibility for the granting of tenure to the Committee on Promotions, Tenure, and Changes in Contract at the appropriate time, using the criteria defined in section *General Criteria*.

#### 5.8.5 *Procedures Relative for Promotion to Tenure*

During the sixth year of a faculty member's probationary appointment, the department director will initiate the evaluation process for the recommendation of whether or not the faculty member should be granted tenure in his seventh year, according to the procedures set forth in the *Guidelines for the Evaluation of Teaching Personnel*. The final report on the recommendation will be submitted to the Committee for Promotions, Tenure and Changes in Contract.

As an objective, fact-finding body, the Committee for Promotions, Tenure and Changes in Contracts will render an impartial recommendation based on the information it possesses. This recommendation, together with that of the department director, and with the other supporting documents, is forwarded to the President, through the hierarchy of administrative officers of the academic area, for their comments and/or endorsement until it reaches the President. If any officer in the hierarchy disagrees with the recommendation of the Committee on Promotions, Tenure, and Changes in Contracts, he should contact the president of the Committee to see if the differences can be resolved. Notwithstanding, in all cases, the original recommendation with whatever comments or reactions it may have received at the intervening levels will be forwarded through the hierarchy until it reaches the President.

The President will send to the Board of Trustees all the cases for conferral of tenure together with his recommendation in each case, whether it is favorable or unfavorable. The Board of Trustees, after consideration of the recommendations of the



President, will make the final decision on the granting of tenure based upon the complete record of each case.

The department director or another member of the hierarchy of academic administrative officers of the academic area, or the Committee on Promotion, Tenure and Changes in Contract may recognize superior services by a faculty member through the initiation of a recommendation for granting early tenure. These cases should follow the procedures outlined above and continue to the Board of Trustees, for a final determination.

## **5.9**      *General Procedures Relating to Severance*

At times, it may be necessary for Inter American University or any faculty member with a probationary or tenured position to sever their contractual relationship. In order to protect the interests of both parties, the various types of separation (non-reappointment, resignation, retirement, dismissal or termination) are herein defined and the policies and procedures relating to each category are set forth. All notices of severance (except non renewal of a temporary or substitute appointment) are subject to these policies and procedures and must be made in writing by the appropriate officer of the University or by a faculty member who wishes to resign or retire.

### **5.9.1**      *Non-Reappointment*

The term non-reappointment means that Inter American University has decided not to renew a probationary appointment at the conclusion of its term. One of the major responsibilities of Inter American University is to recruit and retain the best-qualified faculty its means allow; therefore, wide latitude, consistent with academic freedom, is accorded to its academic administrative officers in making the decisions necessary to meet this responsibility. The decision not to reappoint a probationary faculty member rests with the chief executive officer of the instructional unit in which the faculty member serves, with the final approval of the President.

Recommendations for non-reappointment may originate with any academic administrative officer of the academic area, but previous advice should be given to the faculty member's department director of the intent to recommend non-reappointment, unless the recommendation not to reappoint originates at that level. The Committee on Promotions, Tenure and Changes in Contracts may also initiate recommendations not to reappoint. Notice of non-reappointment of a

probationary faculty member must be given in writing by the following dates:

- a. Before March 1 of the first academic year of service under a probationary contract, or at least (3) months before the end of the first year of service under a probationary contract if the initial appointment to this kind of contract occurred during the course of, instead of at the beginning of an academic year.
- b. Before December 15 of the second year of service under the probationary contract or at least, six (6) months before the end of the second year of service under a probationary contract, if the appointment in effect occurred during the course of, instead of at the beginning of an academic year.
- c. Not later than June 30 of the year before the expiration of the appointment after two (2) or more years of service under a probationary contract.

Inter American University is not obliged to set forth its reasons for non-reappointment of the contract. Legitimate reasons for non-reappointment, however, may include, but not necessarily be limited to, the following:

- a. Cancellation of, or change in a program
- b. Declining enrollments
- c. Financial exigencies
- d. Over-staffing
- e. Lack of excellence in teaching
- f. Inadequate service to Inter American University
- g. Incongruence between the interests of the faculty member and the educational goals of the University
- h. Improper behavior on the part of a faculty member
- i. Any other behavior that affects excellence of the service offered by the University to its students

### 5.9.2 *Resignation*

Resignation is severance action by means of which a faculty member voluntarily ends his contractual relationship with the University. A faculty member may resign at the end of the academic year provided he gives that notice in writing at the earliest possible opportunity. The University makes every effort to accommodate faculty members who wish to resign at the end of a semester, but early advice in writing of such intention is necessary, because the good of the students that would be affected by such resignation is the main consideration of the University.

For resignation at the end of the academic year, written notice should be given not later than April 15th, or 30 days after receiving notification of the terms of appointment for the coming year, whichever date comes later. The faculty member may request an extension in case of hardship. When the resignation is for a prolonged mental or physical illness, the University, in consultation with the faculty member or his representative, may consider granting the faculty member a leave without pay.

A faculty member who resigns will lose all rights to the accumulated years of service, his academic rank, and the type of appointment. Nonetheless, if the faculty member resigns according to the conditions stipulated above, he can be appointed again by the Institution. In these cases, the rights acquired previously may be considered by the Vice President for Academic and Student Affairs at the time of the new contract. The Vice President for Academic and Student Affairs will determine the accreditation of the faculty member's previous experience that he considers is applicable to the new appointment.

If the rights previously acquired are not accredited, they may be obtained through the appropriate administrative processes, as explained in the sections *Appointment of Ranked Faculty Members* and *Procedure Relative to Promotion in Rank* in this *Handbook*.

A faculty member who resigns at the beginning of the academic year or during the academic year, in which his appointment is in effect, incurs in non-fulfillment of contract. In this case, the University reserves the right to retain the compensation or may require its reimbursement, in accordance with the contract, and the faculty member will not

be considered for any position afterwards. The decision, in these cases, rests with the President.

### **5.9.3**     *Retirement*

Faculty members wishing to retire must consult the official from the Human Resources Office in their unit to ascertain the exact perquisites and benefits that may be available. Among the benefits that may be awarded are the following:

- a.     Invitations to University activities, such as, graduations, master lectures (*lecciones magistrales*) and others.
- b.     Participation on committees or in activities in which they may offer meritorious service.
- c.     Access to the use of different institutional facilities, such as, Information Access Centers and the Educational Support Centers.
- d.     Invitation, when appropriate, to serve as a resource or as a lecturer in his specialty.
- e.     Invitation as a valuable advisor for new faculty.
- f.     Institutional e-mail Account.
- g.     Use of the mailing address for professional purposes, including research proposals with external funds with prior authorization of the chief executive.
- h.     The retirement with twenty (20) years or more of services to the University will allow you to continue enjoying of medical services plan with the same conditions, while paying the premium for these services.
- i.     The Institution will grant the professor an identification card with those privileges granted by the chief executive.

They must also ascertain their status, both under the Social Security and the pension plan that they are entitled to. The University will make every effort to cooperate with the faculty member planning an early retirement, but can do so most effectively only if advance written notification is received six months before the expected day of retirement.

#### **5.9.4**     *Termination for Financial Exigencies*

Termination is the action whereby the University ends the services of a tenured faculty member or of a faculty member under a probationary contract before its expiration, without considering the faculty member's discharge of his duties. Financial exigency is an imminent financial crisis that threatens an instructional unit, part of a unit or the University as a whole. The Board of Trustees will approve a termination plan before terminating the services of a faculty member for financial exigencies that may affect an instructional unit, part of a unit or the University as a whole.

When financial exigency or the changes in the educational program necessitate the termination of services of tenured faculty members or of faculty with temporary multi-year or probationary contracts, which have not expired, every effort will be made to assist such faculty members to relocate within the Institution according to their qualifications, or to continue their work elsewhere.

None of the above should be interpreted as an obligation of the University to transfer or relocate faculty members that are affected by the termination plan. The transfer or relocation of such persons will depend on the availability of similar positions and on institutional needs.

#### **5.9.5**     *Changes in the Educational Program*

Termination of services of a tenured faculty member or of a probationary faculty member serving under a multi-year contract may occur as a result of the discontinuation of a program or a department of instruction for other than financial reasons. The decision to officially discontinue a program will be made in accordance with the established policies and procedures.

#### **5.9.6**     *Prolonged Mental or Physical Illness*

The University may terminate the contract with any faculty member who because of a physical or mental condition can not carry out the essential duties of the position or who must be absent from his academic work for a period that exceeds a year. In the case of a faculty member affected by a physical or mental disability, as defined by law, the

University will provide reasonable accommodation which may allow the faculty member to discharge the essential duties of his position.

#### **5.9.7** *Disciplinary Sanction*

In terms of this *Handbook*, disciplinary sanction refers to a disciplinary measure or action that could be taken by the University in cases where a faculty member incurs in violations to institutional policies or any other type of behavior specified in this *Handbook*. The disciplinary sanction to be applied depends on the particular circumstances of each case.

Disciplinary sanctions may include a verbal or written reprimand, suspension from employment and salary, termination of employment, and any other action which applies, depending on the specific circumstances of each case.

A disciplinary sanction will not be taken or imposed on a faculty member without previous investigation of the matter while providing the faculty member with the opportunity of offering his version and information that is pertinent to the investigation.

#### **5.9.8** *Suspension*

Suspension is a temporary measure that the University may take while waiting for disciplinary and investigative processes related to a faculty member. Suspension may be with or without salary depending on the particular nature of each case. Suspension of employment and salary may be one of various disciplinary measures that the University may take once it is concluded that the faculty member incurred in an action not consistent with the provisions set forth in this *Handbook*.

#### **5.9.9** *Dismissal*

Dismissal is the severance action by which Inter American University ends its contractual relationship with a tenured faculty member, or a faculty member with a probationary, temporary or substitute appointment, before the expiration of his contract.

The cause that justifies dismissal must be directly and substantially related to the fitness of the faculty member to continue in his professional capacity as teacher. Dismissal

proceedings may be instituted for any action that affects the proper and normal operation of the University. Although not limited to these, the following actions may be considered as affecting the proper and normal operation of the University:

- a. Incompetence or inefficiency in the performance of academic duties
- b. Neglect or carelessness in the fulfillment of academic duties
- c. Improper behavior
- d. Violation of the rights of fellow faculty members, administrators or students
- e. Non-compliance or violation of faculty regulations, institutional policies or operational norms
- f. Conviction of a felony or conviction of any misdemeanor involving moral turpitude
- g. Abandonment of service
- h. Insubordination
- i. Sexual assault, lascivious acts, indecent exposure, obscene propositions or prostitution, as defined in the current Penal Code of the Commonwealth of Puerto Rico of 2004.
- j. Behavior that constitutes a felony or misdemeanor on University property or a court conviction of a felony or misdemeanor.

When there are sufficient reasons to suspect that a faculty member has incurred in any of the behaviors specified above or if, on the other hand, there are other reasons that may justify dismissal or the imposition of disciplinary sanctions, the academic officer with highest rank under the chief executive officer of the academic unit will appoint an *ad hoc* inquiry committee that will include faculty and administrative representatives who will conduct the investigation and advise him. If the committee finds adequate cause for dismissal or the imposition of other disciplinary measures, the committee will prepare a written statement of reasons for dismissal that, in its judgment, justify dismissal or the imposition of any other disciplinary sanction.

When the highest ranking academic officer under the chief executive officer of the unit receives this statement, he will determine whether or not to suspend the faculty member from his teaching duties, sponsored research, advisement duties, or other duties that involve association with students and with faculty members.

If the decision is taken to suspend the faculty member pending a final determination as to the disciplinary measure to be taken, the faculty member will continue receiving his salary up to the time in which the procedures set forth in this *Handbook* conclude.

The highest-ranking academic officer under the chief executive officer of the unit may adopt the recommendations of the investigative committee, decide to continue the investigation, or take the action that he deems appropriate. If said officer determines to dismiss the faculty member, or if he decides to impose any other disciplinary sanction on the faculty member, he will write to the faculty member and express the disciplinary actions to be taken, and the reasons justifying such actions. If the action taken is dismissal, the faculty member will receive no compensation after that time, except for accrued leave.

The highest ranking academic officer under the chief executive officer will formally notify the corresponding academic and administrative officers, in writing, about the decision issued.

From the time the faculty member receives the written communication from the academic officer, the faculty member will have a term no greater than fifteen days to petition an appeal to the Committee on Faculty Appeals of his unit on the disciplinary action imposed. Such request must be made in writing and should include all the reasons for which a faculty member understands the disciplinary action is inappropriate, violates his right as a faculty member, or for whatever other reason, should be revoked or modified.

Upon receipt of the request for appeal from the faculty member, the Committee on Faculty Appeals will set a hearing where the faculty member will present all information and evidence he wishes to present supporting his petition of appeal and which are pertinent to it. This appeal hearing will be held no later than forty-five days upon receipt of the petition of appeal.



Once the hearing for the appeal is set, it will not be delayed unless a petition for delay is made in writing at least five (5) days prior to the scheduled date of the hearing. Delay will not be granted unless urgent reasons exist for requesting postponement. If the hearing is postponed, it will be rescheduled to take place no later than a week from the original scheduled date.

The faculty member involved may be represented at the hearings by legal counsel. The teaching unit will be represented by the highest-ranking academic officer under the chief executive officer of the unit. The academic officer may also be represented by legal counsel. The president of the Committee on Faculty Appeals will act as moderator of the hearings. The Committee may enlist appropriate legal advice during the course of its deliberations. Stenographic records of the hearing will be kept and made available to all parties, and to the Committee. The Committee will make known its decision as soon as possible, after the conclusion of the hearing or hearings. The decision will be given in writing to the highest-ranking academic officer under the chief executive officer of the unit and to the faculty member. In its decision, the Committee on Faculty Appeals may decide that the disciplinary action be sustained, that it be modified, or that it be dropped.

Any of the parties may appeal the decision of the Committee to the chief executive officer. In case of appeal, a stenographic record of the hearings will be made available to the chief executive officer, for which he will have no more than fifteen (15) days.

The appeal must be made in writing expressing the reasons for which the decision of the Committee on Faculty Appeals is objected. In case of appeal of the decision of the Committee on Faculty Appeals, the stenographic records of the hearing before the Committee on Faculty Appeals must be put at the disposition of the chief executive officer. The chief executive officer of the unit may sustain the decision of the Committee on Faculty Appeals or modify it by taking the decision he may deem appropriate. The decision of the chief executive officer on the matter will be made in writing to all parties. The President of the University may review the decision.

## PART VI

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### *Academic Organizational Policies and Procedures*

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#### **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 the needs and the demands. The calendars provide the needed information with regards to registration dates, mid-term dates, last day for class withdrawals, final exam dates, dates on which final grades are expected to be in the electronic register and dates of commencement exercises. It is expected that faculty members become familiar with the calendars used in their unit and comply with the dates applicable to them in fulfillment of their duties.

#### **6.2**     *Course Offerings*

Course offerings are selected from among the courses included in the current official catalogs and bulletins of the University, or from those authorized afterward by the University Council and the President, or those authorized on an experimental basis for a limited time.

The departments have the responsibility of choosing the course offerings from among the disciplines and at the levels they are authorized to teach. Such selections are the responsibility of the division dean, dean of the unit or of the department director of the teaching unit, subject to the approval of their deans of study and the chief executive officer of the unit. Such choices are usually made after consultation with faculty members. Department directors also make course assignments, usually after consultation with faculty members who are academically prepared to teach these courses. Course assignments, however, may not always be in accordance with faculty preferences, since student needs and anticipated student enrollments are the determining factors in making course assignments.

#### **6.3**     *Course Schedules*

The scheduling of course offerings is the responsibility of the department director. General requirements of scheduling needed to satisfy student demand will have priority over faculty preferences. Schedules prepared by department directors are subject to changes as determined by their deans of studies or the chief executive officer of the unit in the light of an overall class schedule geared toward the needs of the unit as a whole, rather than those of an individual department.

## 6.4 *Special Fees*

Any special fee for materials or other items incidental to the course must have the prior authorization of the chief executive officer of the unit. The student pays such fees through the bursar's office. Faculty members do not collect fees.

## 6.5 *Grading System*

The grading system at Inter American University is designed to indicate the student's level of achievement in each course for which academic credit is awarded, as well as to provide evidence of academic progress. The system also contains provisions to help students who, for a variety of reasons, may not be able to master the contents of a given course upon first taking it.

### 6.5.1 *Grades for Academic Credit*

Grades awarded in courses serve as an indication of the level of achievement in a given course. The University has established a point system for calculating the grade point index of the students. The system serves in determining whether or not students meet the minimum requirements for purposes of graduation, to continue in the program at any level, and for the conferral of special honors for outstanding students.

Grades are assigned according to the following system:

- A- For excellent level of achievement: 4 points per credit.
- B- For above average level of achievement: 3 points per credit
- C- For average level of achievement: 2 points per credit.
- D- Minimum passing grade: 1 point per credit.
- F- Failure: no points awarded per credit.
- P- Passing: this grade is assigned to students who satisfy the requirements of any of the non-academic courses, courses approved by passing exams, validations, and academic courses whose nature requires it. It is not taken into account for calculation of the academic index. The minimum grade to approve advanced training courses in Spanish, English and Mathematical will be equivalent to a grade of C.

NP- Non-passing: this grade is assigned to students who fail course indicated under P above. It is not taken into account to calculate the academic index.

When calculating the academic index, courses completed at the University, and courses taken at other institutions of higher education with prior authorization from the appropriate authorities at Inter American University of Puerto Rico, will be included. 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 granting academic credit require examinations or other evaluation instruments, including a final examination or its equivalent. These should be provided so students may know their academic progress.

### 6.5.2 *Administrative Action Symbols*

The University has established the following notations for administrative purposes:

- W- Course Withdrawal: Assigned when the student withdraws from a course after the period for class changes, but no later than the date established in the academic calendar for withdrawals.
- DC- Course Withdrawal: Assigned when the student withdraws from the course before the end of the period for class changes. It does not appear on the student transcript.
- AD- Administrative Withdrawal: Assigned when the University drops the student for such reasons as failure to meet payments or other situations, which merit it.
- AW- Assigned when the professor informs in the electronic register, not later than the dates established in the academic calendar, that the student never attended class.
- DP- Dissertation in progress.
- I- Incomplete: When students have not completed a course requirement and present valid reasons for it, the professor may assign the symbol "I" (Incomplete). Together with the symbol "I," the professor will include a provisional grade, after assigning zero for the unfinished work. When faculty members assign an "I," they shall

report to their immediate supervisor the grade that the student has earned up to that time, the evaluation criteria and a description of the unfinished work if applicable. A student who receives an "I" must remove it by the date specified on the Academic-Administrative Calendar for the following academic term. The responsibility for removing the "Incomplete" rests on the student. If the "Incomplete" is not removed within the time specified, the student will receive the informed provisional grade. The procedure to be followed is established in the official form designated for this purpose. This norm will apply whether or not the student enrolls again at the University in the next academic term. The incomplete appears in the academic record until the removal date. The School of Law and the School of Optometry will adjust this norm to their particular needs.

- AU- Symbol used to indicate on the student transcript that the course was audited. It does not carry honor points, and no credit is awarded for it.
- R- Symbol used to indicate the course was repeated.
- T- Symbol used to indicate that the course was transferred from another institution.
- UW- Assigned in the Electronic register when a student stops attending a course, and does not qualify for a grade of incomplete (I) or F.
- MW- Symbol used to indicate total withdrawal for military reasons.
- TP- Thesis in progress.

### **6.5.3**     *Course Repetition*

Students are entitled to repeat a course when they are not satisfied with the grade. In case a course is eliminated as a curricular offering, the course will be substituted for a new course created in the curricular revision or by an equivalent course approved by the Vice Presidency for Academic and Students Affairs. The highest grade and the corresponding credits will appear on the student's transcript and the lower grades will be changed to "R" (repeated course). These "R" grades and the corresponding credits will not be considered

when determining if the student has satisfied graduation requirements. Courses repeated after having obtained the degree will not be considered towards the calculation of the graduation index.

## **6.6**     *Information Access Center*

Inter American University maintains bibliographical, electronic, and audio-visual collections in all its units. These services are offered by professional librarians and audio-visual technicians. The schedule of the Information Access Center may vary from unit to unit, in accordance with their patterns of use.

### **6.6.1**     *Reserve Collections*

All Information Access Centers offer "reserve" services. Faculty members who wish to place printed, electronic, or audio-visual material on "reserve" for use by students in their classes should provide the head librarian or the reserve librarian, as the case may be, in the unit where they teach, with the appropriate information, including the course or course section in which the materials will be assigned, and the name of the faculty member, at least 48 hours before the class assignment. If advance notice can be given, it will be to the faculty member's advantage in those cases where the material requested is on loan and must be recalled before it can be placed on "reserve".

At the end of the semester, all materials placed on reserve are released to the collection where they came from or to the faculty member. If needed for the following semester, faculty members must give appropriate notice to the center to have the materials returned to the "reserve" collection.

### **6.6.2**     *Acquisitions*

Faculty members are expected to familiarize themselves with the Information Access Center where they teach to take full advantage of the services provided, not only for themselves but also for their students. Faculty members who want to recommend the acquisition of materials not currently in the collections of their Information Access Center should obtain from the head librarian or the acquisitions librarian, as the case may be, in the unit in which they serve, forms to be filled out and returned to the Center.

### 6.6.3 *Loans between Information Access Centers*

Librarians will, at the request of faculty members, search among the collections at other units for specific materials not available at a faculty member's own Information Access Center, and if possible, obtain the desired materials through inter-library loans. Faculty members should consult their librarians for details on these services.

### 6.6.4 *Loans from the General Collection*

Faculty members may borrow books from the general collection of the Information Access Center in their unit as well as from any other center in the University system. Such loans may be for the duration of the semester, unless they are recalled for "reserve," or for another special use. All materials must be returned at the end of the semester, trimester, or summer session or fines will be levied.

### 6.6.5 *Audio-Visual Equipment and Materials*

In some cases, the audio-visual section of the Information Access Center may be able to provide personnel to operate the equipment in the classroom. If such service is not available, personnel from the section will give the faculty member training in the proper operation of the equipment and use of the materials.

The audio-visual section offers the services and facilities needed for the production of certain audio-visual materials. Because the range and type of such services and facilities vary from unit to unit, it is necessary for faculty members to familiarize themselves with the services available at their Information Access Center of their unit and find out if it is feasible to use the facilities at other centers for the production of materials.

## 6.7 *Office Supplies and Secretarial Services*

The University supplies the paper and facilities for reproducing tests and quizzes and other evaluation instruments. It also has available secretarial services for typing such items in most cases, provided sufficient time has been allowed for these services. These services and the way they are provided will vary from one department to another and from one unit to another. Faculty members should inform themselves of just what services their department can make available, and the scheduling necessary to make use of them.

## PART VII

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### *Amendments*

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#### 7.1 *Procedures for Amendments*

Proposals to amend this *Handbook* may be originated by the academic senates, by the University Council, by the President of the University, or by the Board of Trustees. Such amendments require the approval of the Board of Trustees. As soon as they are approved, copies of all amendments will be issued to faculty members and to the administrators who deal with matters related to the amended sections.

Amendments to the basic documents mentioned in this *Handbook* are not considered to be amendments to it. However, such amendments that affect the subject matter contained in Parts I and VI will take precedence over the contents of this *Handbook* until necessary revisions may be produced and approved by the Board of Trustees.

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



## **APPENDIX I**

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*Norms and Procedures for Administrative  
and Financial Matters of Interest to Faculty Members*

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## *Norms and Procedures for Administrative and Financial Matters of Interest to Faculty Members*

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### *The Budget*

Each department, as well as each unit at the University, operates in accordance with the annual budget that is approved by the Board of Trustees for the following fiscal year. The fiscal year of the University begins on July 1 of each calendar year and ends on June 30 of the following calendar year. Budget proposals are originated in every department. Such proposals are usually made by the department director working in conjunction with the dean of the area, the dean of studies, and the dean of administration of the respective units.

### *Apparatus and Equipment*

Provisions for the purchase of apparatus or equipment should be included in the department budget proposals, as should anticipated increases in the cost of laboratory and other similar materials. In those cases where faculty members share in the responsibility of providing necessary instructional materials and equipment, they should discuss with their department director such needs as they foresee for the following academic year, as early in the preceding academic year as possible, and certainly before the end of the first semester.

### *Travel Funds*

The budget of the units makes provisions for funds to cover authorized travel by faculty members. The travel faculty members are required to do may be either on the Island or off-Island.

### *On-Island Travel*

Most on-Island travel which faculty members are called upon to do is by private car. The University reimburses its employees for such travel, at a mileage rate. The University uses the official mileage charts used by the Commonwealth government to calculate distance traveled. Each year, faculty members who engage in this travel must fill out forms authorizing the trip for a specific period. Due filing of this form provides authorization to be absent from campus and insurance coverage in case of accidental death. Faculty members must also apply for reimbursement upon completion of these trips. Forms to make applications for reimbursement may also be obtained from the department director, who will countersign and forward the forms through suitable channels when they have been correctly filled out and signed by the Faculty member. Applications for reimbursement should be made within ten (10) days after returning to the unit.

In some cases, authorization may also be given for hotel and/or food expenses. In such cases, reimbursements for such costs may also be claimed together with mileage by providing the canceled bills from the hotel and/or restaurants.

In cases where air travel on the Island is authorized, it is customary for the University to purchase the ticket in advance, and provide it to the faculty member. However, when authorized, a faculty member may purchase his ticket and later request reimbursement for the cost.

### *Off-Island Travel*

Off-Island travel is almost exclusively by air, and it is customary for the University to pay in advance (economy class only) and provide appropriate tickets to faculty members for authorized travel.

Authorized hotel and food expenses incurred by faculty members traveling off the island should be reported in the same manner as similar expenses incurred on the island and supported by duly canceled bills for reimbursement to be made promptly. Off-Island trips by air also provide life insurance for accidental death.

## **APPENDIX II**

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*Student Affairs Norms and Procedures of Interest  
to Faculty Members*

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## *Student Affairs Norms and Procedures of Interest to Faculty Members*

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### *The General Student Regulations*

The *General Student Regulations* contains official information on student governance, authorization of student activities, student rights, regulations on behavior and student behavior, procedures for elections, registration of student organizations, appeals, and due process.

### *Student Behavior in Class*

If student behavior within the classroom prevents faculty members from carrying out their instructional duties and responsibilities, or disrupts the tranquility of the classroom, or if students are guilty of dishonesty or fraud in regard to their academic work, disciplinary action may be taken under the pertinent article of The *General Student Regulations*.

In such cases, faculty members are advised to consult with their department director before bringing formal charges against a student or students, when this is feasible.

### *Student Work for Faculty Members*

Many students at Inter American University receive financial aid under the College Work-Study program. If a faculty member needs student help in carrying out his University responsibilities, assignments can be arranged by having students who receive financial aid under the abovementioned plan work with the faculty member on a predetermined schedule. Interested faculty members should consult the financial aid officer of their unit to determine the availability, regulations, schedules, and other information in regards to such student help.

## **APPENDIX III**

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*Development and External Relations Norms and Procedures*

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## *Development and External Relations Norms and Procedures*

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### *Public Relations*

The main public relations officer of the University is the Executive Director of Public Relations and Marketing whose office is at Central Administration and who reports directly to the President of the University.

### *Alumni Relations*

The Inter American University Alumni Association is linked to the Office of Development and responds to it through its Alumni Officer. The Association's Board of Directors meets every month to formulate its work program. Faculty participation in the Alumni Association is welcome. Details may be obtained from the Alumni Officer.

### *Development and Fund Raising*

#### *Private Sources*

The Office of Development coordinates and supports the efforts of the University geared towards obtaining gifts and grants from private sources, such as foundations, corporations, and individuals. In addition, it provides support to the Inter American University Alumni Association.

Faculty members are invited to participate actively in fund raising activities geared towards financing individual projects and new developments, as well as study grants for students. Faculty members that seek donations for research, creative activities, or from private sources are urged to seek the advice and cooperation of personnel from the Office of Development in their campus or at central level.

#### *Public Sources*

The Assistant Vice Presidency for Research and External Resources is located in the Vice Presidency for Academic and Student Affairs. The main function of this Assistant Vice Presidency is to provide support to faculty members and the University administration in the development of projects related to research, creative activities, or services sponsored by local or federal funds. In order to do this, the Office identifies sources of public funds and provides advice and technical assistance to the academic units in their efforts to receive these funds.

The Assistant Vice Presidency for Research and External Resources represents the University before the federal and local agencies and maintains ongoing communication with the representatives of these agencies.

Faculty members are invited to inform the External Resources Office of their academic unit regarding projects that may be of interest to them and which the Office might support by trying to procure the needed funds. Faculty members may also contact this Office to receive advice on the elaboration of competitive proposals.

### *Use of the Seal and the Shield*

The Seal of Inter American University of Puerto Rico is reserved for official documents published by the University. The shield may be used as a symbol of identification or decoration by alumni, students, faculty members, and others affiliated with the University.

### *Stationery and Use of the Name of the University*

The official stationery of the University will only be used for official University business. The design permits information of a specific office and a specific return address.

The name of the University may not be used by any faculty member or staff member to sponsor or recommend any commercial service or product. Faculty members may not use University stationery for any other than official business of the University.

### *Faculty Addresses and Home Telephone Numbers*

At the beginning of each academic year, faculty members are requested to provide the dean of studies with their home addresses, telephone numbers, and the names of their spouses and children. This request is made with the purpose of addressing appropriate petitions and maintaining communication.



## **APPENDIX IV**

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*Normative Document G-0306-022*

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**Inter American University of Puerto Rico  
Office of the President**

**POLICY AGAINST SEXUAL HARASSMENT  
IN THE WORKPLACE AND IN ACADEMIA**

**Normative Document G-0306-022**

**NOTE:** This Normative Document is available in Spanish and English. In the event of a conflict as to its interpretation, the Spanish version shall prevail.

**I. Introduction**

Inter American University of Puerto Rico has the affirmative responsibility to prevent, discourage and avoid sexual harassment. It has, in addition, the responsibility to take the necessary measures to achieve this goal. The practice of sexual harassment in any of its manifestations violates the protection of dignity of the human being and clearly constitutes discrimination against the person experiencing it.

Therefore, the University has the moral and legal obligation of not discriminating because of sex and of taking affirmative action to eliminate any practice that may induce the modality known as sexual harassment.

In harmony with this, the University energetically prohibits this illegal and discriminatory practice, and will therefore not tolerate this undesirable practice in the workplace and in academia. The University has the affirmative obligation to preserve a workplace free of sexual harassment and intimidation.

**II. Legal Base**

The policy expressed herein was approved by the Board of Trustees of Inter American University of Puerto Rico February 24, 2006. It is in harmony with the Bylaws of the University, the Penal Code of Puerto Rico and other applicable federal and state laws.

The Constitution of the Commonwealth of Puerto Rico, in its Bill of Rights, establishes that the dignity of a human being is inviolable and that we are all equal under the law. It clearly expresses that no discrimination may be established by reason of race, color, sex, birth, origin, social condition, or for political or religious ideas.

In addition to the Bill of Rights, there are other laws in the Country that guarantee the right of an employee to non-discrimination for reason of sex.

Federal legislation forbids discrimination by reason of sex by means of Section 703 (a) of the Title VII Civil Rights Act of 1964, as amended (42 U.S.C. 2000 et seq.). In this sense, sexual harassment is interpreted as a modality of discrimination by reason of sex in the Guides for Discrimination by Reason of Sex published by the Commission on Equal Opportunities of Employment (EEOC), 29 C.F.R. 1604.11, as amended. In addition, federal legislation prohibits sexual harassment against students under Title IX of the Law for Elementary and Secondary Education of 1972, as amended (20 U.S.C. 1687).

Puerto Rican legislation pertaining to this type of discrimination is very comprehensive. Law Number 17 (29 L.P.R.A. 155) of April 22, 1988 prohibits sexual harassment in the workplace. Article 10 of this Law imposes on all employers the duty of maintaining a workplace free of sexual discrimination. Sexual discrimination has the effect of creating an intimidating, hostile or offensive work environment, among other consequences.

### **III. Applicability**

The policy contained herein will apply to the entire university community including all supervisors, employees, professors and students of the University at all levels, establishing that for purpose of this article it will consider those people who are within the scope of University control. All such people will have the responsibility to abide by this policy and will be subject to investigation in cases of alleged sexual harassment as defined in this policy.

### **IV. Purpose**

This document has the purpose of reaffirming the University policy to preserve the Institution free of sexual harassment and intimidation. This policy will promote the best interest of the University and help protect the reputation, integrity, rights and well-being of all University personnel. In addition, it adjusts institutional policy on the referred subject to the specific applicable federal and Puerto Rico legislation.

### **V. Definition of Sexual Harassment**

Sexual harassment may adopt various manifestations in terms of attitude or misconduct, from insinuations of a sexual nature, direct or indirect, that range from the most subtle and disguised acts of physical contact to simple or aggravated sexual assault. It consists of any type of non-desired sexual approach, requirement of sexual favors and any other verbal or physical behavior of a sexual nature, when:

- 5.1 the submission or rejection of such behavior is made either an implicit or explicit term or condition of employment or academic performance of a person;
- 5.2 the submission or rejection of this behavior on the part of the person is used as a basis for decision making regarding academic evaluation, employment, promotions, transfers, selection of training, evaluations or in the selection or granting of prizes or benefits, etc.;
- 5.3 the behavior has the effect or the purpose of creating an intimidating, hostile or offensive work environment or in academia, or significantly interferes with the academic or work performance of the person.

## **VI. Examples of Forbidden Conduct**

Among the types of conduct that are considered unacceptable, are the following:

- 6.1 Acts, comments, jokes, and sexual content posters.
- 6.2 Threats, demands or suggestions of a sexual nature where the person being harassed believes that loss of employment will result or the individual's grades will be affected if he or she does not agree to the behavior desired by the harasser.
- 6.3 Pressures for the harassed person to accompany the harasser to a specific unwanted location (date).
- 6.4 Favors, unwanted or inappropriate compliments.
- 6.5 Pressures on the part of supervisors or professors for sexual favors in exchange of employment benefits, academic achievement or grades.
- 6.6 Conduct of sexual nature in parties or social events when the party or event has been sponsored or promoted by the University and the harassed person believes that he or she would lose his or her employment or his or her grades would be affected by not complying with the petition.
- 6.7 Physical attack with a sexual intention.
- 6.8 Propositions of a sexual nature.
- 6.9 A pattern of conduct with the purpose of causing inconvenience or humiliation, or both, that includes one or more of the following:
  - a. Comments of a sexual nature.

- b. Sexually explicit statements, questions, jokes or stories.
- 6.10 A pattern of conduct that creates inconvenience or humiliation, or both, to a reasonable person to whom the conduct may be directed that includes one or more of the following:
  - a. Unnecessary physical approach (touching).
  - b. Patting, hugs, rub one's body against the body of another person.
  - c. Statements of a sexual nature about the body or the clothes of a person.
  - d. Statements about sexual activity or speculations about previous sexual experiences.
- 6.11 Refer to Internet addresses with sexual content.

## **VII. Prohibition of Retaliation**

It is expressly prohibited to take any kind from retaliation that adversely affects the opportunities, terms and academic or employment conditions against persons who:

- 7.1 have opposed the practices of any employee of this University that are contrary to the established policy and regulation;
- 7.2 have filed a written complaint;
- 7.3 have testified, collaborated or in any way have participated in an investigation, procedure or hearing on sexual harassment.

## **VIII. Measures of Prevention**

With the unyielding intent of complying with the institutional policy to prevent, discourage and avoid sexual harassment, Inter American University will take the following measures:

- 8.1 It will put into practice the necessary methods to create awareness of the scope of the law, as well as to disseminate the prohibition on sexual harassment in employment and academia through the use of the corresponding means of communication and dissemination.
- 8.2 It will emphasize publication of the rights and protection that laws confer to those aspiring to employment and applicants wishing to enter as students.

- 8.3 It will establish an internal, adequate, and effective procedure to attend to complaints of sexual harassment, including the corresponding investigation and the holding of an administrative hearing when it is required. Such a hearing will comply with due process applicable to administrative law.

## **IX. Commitment of the University**

- 9.1 Inter American University of Puerto Rico, as a private higher learning institution with a Christian and ecumenical tradition and origin, is committed to take the necessary measures to prevent, discourage and avoid sexual harassment in the workplace and in academia. By this means, it meets its legal and moral obligation of presenting clearly and vigorously its institutional policy against sexual harassment.
- 9.2 As a complement to this institutional policy, the University has, in addition, the duty of establishing an adequate and effective internal procedure to attend to the complaints of sexual harassment. The University administration will be responsible for the preparation of the necessary normative documents for the effective implementation of this institutional policy.

## **X. Severance Clause**

Each section of this document can be separated from the others. Therefore, in case any of them is invalidated, the rest will not be affected, and may be applied independently of those that have been invalidated.

## **XI. Other Matters**

Any matter protected by Law that is not including in this policy will be solved by decisions taken by Inter American University of Puerto Rico, in harmony with the Law, as indicated in Section II of this document.

## **XII. Annulment and Amendments**

This Policy rescinds Circular Letter G-134-92 and any other directive in conflict with what is herein established. This policy can be revoked or amended by the Board of Trustees of Inter American University of Puerto Rico, by own initiative or as a result of a request by the President of the University.

## **XIII. Effective Date**

This Policy will go into effect immediately.

## **APPENDIX V**

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*Normative Document G- 0306-023*

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**Inter American University of Puerto Rico  
Office of the President**

**INTERNAL REGULATIONS FOR DEALING WITH COMPLAINTS OF  
SEXUAL HARASSMENT IN THE WORKPLACE AND IN ACADEMIA**

**Normative document G-0306-023**

**NOTE:** This Normative Document is available in Spanish and English. In the event of a conflict as to its interpretation, the Spanish version shall prevail.

**I. Introduction**

These Regulations are in harmony with the institutional policy against sexual harassment approved by the Board of Trustees on February 24, 2006. By approving said policy, the Board recognized the institutional responsibility to attend to complaints in cases of sexual harassment. In order to fulfill that responsibility the University establishes these Regulations.

**II. Legal Bases**

These Regulations are promulgated by virtue of the authority conferred to the President of the University by the Board of Trustees in the Bylaws of the University. They are framed in the University policy against sexual harassment in the workplace and academia and the applicable federal and state laws.

**III. Applicability**

The norms and procedures described in these Regulations apply to the entire university community including all supervisors, employees, professors and students of the University at all levels, establishing that for purpose of this article it will consider those people who are within the scope of University control. All such people will have the responsibility to abide by these norms and procedures and will be subject to investigation in cases of alleged sexual harassment as defined in the institutional policy.

**IV. Purpose**

This document has the purpose of establishing the norms and procedures of the University to inform and attend to cases of sexual harassment. These norms and procedures will promote the best interest of the University and help protect the reputation, integrity, rights and well-being of the entire university community.



## Definitions

For purposes of this document, the following terms will have the meaning expressed herein:

- 5.1 Human Resources Officer. The Human Resources Officer of the University unit where the incident occurs.
- 5.2 Employee. Any person who works for the University by means of contract, with or without compensation, including those aspiring to employment. For purpose of the protection conferred by Law, the term employee will be interpreted in the most liberal possible manner.
- 5.3 Student. Any person registered in any course or program offered by the University, as well as all applicants for admission.
- 5.4 Review Officer. The person, to whom the complaint of sexual harassment in the workplace or academia is first submitted.
  - a. In the complaint presented by a faculty member or non-teaching employee and by a student of the University against members of the faculty, teaching or non-teaching employee, contractor and visitor, the review officer will be the Human Resources Officer of the academic unit where the incident occurred or the person designated by the Human Resources Officer.
  - b. In the complaint presented by a student against a student, the review officer will be the Dean of Students of the academic unit where the incident occurred or the person designated by the Dean of Students.
- 5.5 Law. This means Title VII of Civil Rights Act of 1964, as amended and/or Title IX of the Law for Elementary and Secondary Education of 1972, as amended and Law Number 17 of April 22, 1988.
- 5.6 Defendant. The person charged with a violation of these Regulations.
- 5.7 Plaintiff. The person who makes allegations of having been a victim of sexual harassment in the workplace or academia.
- 5.8 President. The President of Inter American University of Puerto Rico.
- 5.9 Professor. This includes all faculty members of the University in the broadest sense.
- 5.10 Complaint. Allegation presented before a designated officer by reason of having been a victim of sexual harassment.

- 5.11 Official Investigator. A lawyer authorized to practice the profession by the Supreme Court of Puerto Rico.
- 5.12 Contempt. A procedural state in which while being a party in a complaint, the person does not answer the call formally made by the Official Investigator or does not comply with this Officer's orders.
- 5.13 Supervisor. Any person who exerts some control or whose recommendation is considered for hiring, classification, dismissal, promotion, transfer, establishment of compensation or work schedule, place or conditions of work or for tasks or functions that an employee or group of employees perform or may perform, or on any other terms or conditions of employment, or any person who performs supervisory functions on a day to day basis.
- 5.14 Academic unit. This refers to the nine campuses of the University, the School of Law, the School of Optometry, the System Central Office and any other school and professional school, pre-school, elementary and secondary school of the University System.
- 5.15 University. The Inter American University of Puerto Rico System, Inc.

## **V. Procedures for Filing and Attending to Allegations of Sexual Harassment**

### **6.1 Right to File the Complaint**

- 6.1.1 Any employee or student who believes that he has been a victim of sexual harassment in his work or study center will have the right to file a written complaint before the Investigator designated in such work or study center. This complaint must be presented within the jurisdictional term of one hundred eighty (180) calendar days, from the date in which the incident occurred. The Investigator will open a file and will assign a number to the case.
- 6.1.2 The complaint must contain information regarding the conduct that the claimant allegedly was a victim of and must be signed by this person.

### **6.2 Investigation**

- 6.2.1 The Investigator will make a confidential and objective investigation of the case. Such investigation must be initiated in a period not greater than fifteen (15) work days from the date on which the formal complaint was received. The sexual behavior of the claimant will not be taken into account for purposes of the investigation.

- 6.2.2 The Investigator must submit a confidential report of the investigation within a term that does not exceed forty-five (45) calendar days from the date of the receipt of the complaint. The days included in the academic and administrative recesses or in work recesses will not count for purpose of the forty-five (45) calendar days of this section.
  - 6.2.3 This report will be sent with a copy of the case file to the Director of the University Juridical Adviser's Office. This Office will evaluate it and submit its recommendations to the chief executive officer of the academic unit where the complaint was submitted within the next ten (10) work days.
- 6.3 Right to Petition Inhibition
  - 6.3.1 Any of the parties is entitled to petition inhibition of the person assigned to make the investigation, in order to have a new Investigator assigned, when the petitioner of the inhibition understands that there is conflict of interest, partiality, or any other situation that may attempt against the objectivity and impartiality required in such an investigation.
  - 6.3.2 The request for inhibition will be presented before the chief executive officer of the academic unit, who, after listening to the parties, will resolve the matter objectively within five (5) work days from the date on which the complaint was filed.
- 6.4 Resolution of the Complaint without Need of a Hearing
  - 6.4.1 If, during the investigation process, the claimant, freely and voluntarily withdraws the complaint, the procedure will be considered finalized and the case will be filed.
  - 6.4.2 If the report of the Investigator reveals that there is not sufficient cause to believe that there was sexual harassment, this Investigator will inform the Systemic Juridical Adviser's Office, which, through appropriate dialog, will explain to the claimant, with a maximum of details, the reasons why, according to the law, the Regulations, and jurisprudence, the interpretation is sustained.
  - 6.4.3 The Director of the Systemic Juridical Advisor's Office will ratify the report of the Investigator by means of resolution written to that effect. This resolution will be notified to the parties and the chief executive officer of the academic unit. Once the report is ratified and the resolution is notified in

accord with the previous paragraph, the Director of the Systemic Juridical Advisor's Office will proceed to establish a dialog with the claimant, as established in section 6.4.2.

- 6.4.4 If the claimant accepts the aforementioned interpretation, the case will be considered closed. If, on the contrary, the claimant does not accept said interpretation, he will be entitled to appeal it to the chief executive officer of the academic unit.
- 6.4.5 If the claimant accepts the interpretation of the Investigator, the appropriate sanction, as provided by this document in the section Disciplinary Sanctions, will be imposed. If on the contrary the claimant does not accept such interpretation, it will be interpreted as a request for an administrative hearing and the request for the appointment of the Examining Officer and the corresponding hearing will be initiated.
- 6.4.6 In all the other cases, the procedures in harmony with section Administrative Hearing of this document will be followed.

## 6.5 Administrative Hearing

### 6.5.1 Designation of the Examining Officer

- 6.5.1.1 Upon receipt of the recommendations of the System Director of the Juridical Advisor's Office, the chief executive officer will determine if the holding of an administrative hearing is in order and will designate an Examining Officer to attend to the submitted complaint within the next five (5) calendar days.

### 6.5.2 Notification of the Complaint

- 6.5.2.1 The Examining Officer will notify the accused party of his designation within ten (10) work days from the date of having received it.
- 6.5.2.2 The notification may be made in person with evidence of it having been handed to the accused party or through certified mail requiring signature of acceptance, as is required, to the address found in the Human Resources Office or to any other known address.
- 6.5.2.3 The Examining Officer will include with the notification a copy of the complaint with specific information of the

regulatory provisions allegedly violated, and will advise the accused party of his right to be represented by a lawyer or any other representative of his choice. He will also advise the accused party that if he does not file an answer to the initiated complaint within ten (10) work days, starting from the date of notification, or within the extension granted, the Examining Officer will arrange and hold a hearing of the case in contempt, and will discharge the rest of his responsibility under these Regulations.

- 6.5.2.4 If a hearing of the case is held in contempt, the participation of the accused party in it will be limited to witness the procedures, examine the documentary or physical evidence against him, cross-examine witnesses, and make objections to the admissibility of the evidence presented by the claimant, which will be resolved in agreement with these Regulations. The accused party will not be permitted to present any evidence.

### 6.5.3 Notification of the Administrative Hearing

- 6.5.3.1 The Examining Officer will notify all the parties of the observance of the Formal Hearing, within ten (10) days after having received the answer to the complaint presented by the accused party.
- 6.5.3.2 The notification must be given within no fewer than ten (10) work days prior to the date set for holding the hearing, which must be held within a period no greater than thirty (30) calendar days from the date on which the answer to the complaint is received.
- 6.5.3.3 The notification will include the following information:
  - a. Date and hour of the hearing
  - b. Place of the hearing
  - c. Purpose of the hearing
  - d. Convenience of attending the hearing and the disadvantages of not attending

- e. Procedural rights, such as: the right to be represented by a lawyer or any other person of his choice, to examine, to cross-examine and present any documentary or material evidence.

#### 6.5.4 Request for Suspension of the Hearing

6.5.4.1 It is the intent of these Regulations that the procedure to address complaints on sexual harassment be conducted in an expeditious and efficient manner, but within a framework of justice and equality. Because of this, the motions to suspend the procedures will not be given preferentiality.

6.5.4.2 If any of the parties is interested in suspending an established hearing, he must present a request in writing to the Examining Officer within at least five (5) work days prior to the date of the hearing. A copy of this request must be made available to the other party within the same period of time.

6.5.4.3 The party that requests the suspension of a hearing must appear before the Examining Officer on the date and time set for the hearing, unless notification from the Examining Officer has been previously received indicating that the suspension requested was granted. The Examining Officer may hold the hearing if the suspension requested is not granted.

#### 6.5.5 Holding of the Hearing

6.5.5.1 At the hearing, the Examining Officer will guarantee the following rights to all parties, unless the hearing is held in contempt:

- a. To attend the hearing alone, accompanied and/or represented by a lawyer, or any other representative of his choice.
- b. To hear the testimony of evidence presented by witnesses and read all the documentary evidence presented at the hearing.
- c. To examine and cross-examine witnesses and refute the evidence presented.

- d. That all decisions taken by the Examining Officer be written and based on the oral and documentary evidence presented at the hearing.
  - e. To present all witness and documentary evidence relevant to the complaint.
  - f. To have and present as evidence documents relevant to the controversy which are under custody of the University.
- 6.5.5.2 All procedures before the Examining Officer will be tape recorded and will be given to the University or the person designated by it for these purposes for their preservation and custody.
- 6.5.5.3 The Examining Officer must begin the hearing by making a summary of the controversies involved in the complaint and will explain the manner in which the hearing will be conducted.
- 6.5.5.4 During the hearing, the Examining Officer will have the authority necessary to guarantee that the procedure is conducted in an appropriate manner, including, without it being interpreted as a limitation of his power, the authority to order a party, its lawyer or representative, or a witness, to maintain silence, or to exclude from the hearing any individual not observing appropriate behavior. The exercise of the authority herein given to the Examining Officer must be interpreted and applied in such a manner as to guarantee the parties involved due process of law.
- 6.5.5.5 The Examining Officer will not allow the presence of any person extraneous to the procedure, except for witnesses at the times they are contributing with evidence, and any assistant designated by the Examining Officer to help him record the procedures.
- 6.5.5.6 The University will initiate the presentation of the evidence at the hearing. Once the presentation of this evidence ends, the accused party will present his evidence. However, the Examining officer may alter this order, when and if he deems it convenient. The burden of proof in regards to all elements regarding

the initiated complaint will be the responsibility of the claimant. The burden of proof with respect to all elements of mitigating circumstances or any defense to the charges formulated will be the responsibility of the accused party.

6.5.5.7 All persons who appear to present a statement at the hearing must swear before the Examining Officer. Once sworn, the witnesses will retire to a session room until such time they are called to testify, unless the parties stipulate that the witnesses, or some of them, may remain in the session room while others testify.

6.5.5.8 The Examining Officer will emit his Resolution within thirty (30) calendar days after the hearing has been held. This Resolution must contain the following information:

- a. The date and the place in which the hearing was held, the parties and/or representatives and witnesses present.
- b. The controversy or controversies that produced the complaint presented in a clear and concise form.
- c. The conclusions of facts based on the record of the hearing.
- d. The legal conclusions.
- e. The Resolution based on the conclusions of facts and the legal conclusions.
- f. The recommendations in regard to sanctions to be imposed.

6.5.5.9 It will be the responsibility of the Examining Officer to send a certified copy of the Resolution to chief executive officer of the academic unit, to the Director of the Juridical Advisor's Office and to the defendant, or his legal representative, if any.

6.5.5.10 The chief executive officer will notify the defendant, or his legal representative, his decision and the resultant



disciplinary sanctions within the term of ten (10) calendar days, by certificated mail with a receipt requested.

#### 6.5.6 Disciplinary Sanctions

6.5.6.1 Any person found to have incurred in sexual harassment may be sanctioned in the following manners:

- a. A written reprimand requiring the individual to cease and desist from such practice and any other requirement aimed at avoiding this conduct.
- b. Suspension of employment and pay for the term considered relevant which will never be less than six (6) months.
- c. Dismissal will be imposed in accord with the degree of the offense committed and in agreement with what was expressed in the Resolution of the Examining Officer.

6.5.6.2 If, at the moment of determining the sanction, suspension is entailed and the defendant had been suspended preventively, the final suspension that is established will begin to count from the date the preventive suspension began.

#### 6.5.7 Appeal

6.5.7.1 Any of the parties not in agreement with the decision may file a written appeal to the President within the next ten (10) work days from the date on which the copy of the Resolution was received.

6.5.7.2 The President of the University will emit his decision within the next fifteen (15) work days after having received the written appeal. His decision will be final and not subject to appeal. If the President does not emit any decision in a period of fifteen (15) work days, it will be understood that the appeal has been REJECTED.

#### 6.5.8 Contractors

6.5.8.1 In the cases of contractors, service suppliers, guests or visitors, the University will not be responsible unless the following conditions exist:

- a. it has been notified of the offensive conduct;
- b. it is in a position to take action on this conduct;
- c. it does not take remedial and immediate action appropriate to the situation.

#### 6.5.9 Interpretation

6.5.9.1 The provisions of these Regulations must be interpreted in the broadest possible manner in the light of their purpose, the set of norms comprising them, and in harmony with the public policy included in the Law.

#### 6.5.10 Unforeseen Matters

6.5.10.1 In matters or topics not foreseen in these Regulations and which are covered by the abovementioned Laws, the resolutions taken by the Board in harmony with the abovementioned Laws and other University regulations in force will rule.

### **VI. Severability Clause**

Each provision outlined in these Regulations may be separated from the others, so that the declaration of invalidity of any of them will not affect the others, which may be applied independently from those declared null.

### **VII. Repeal and Amendments**

These Regulations annul Circular Letter G-134-92 and any other directive in conflict with the provisions herein. These Regulations may be amended by the President of the University.

### **VIII. Effective Date**

These Regulations will take effect immediately.

## **APPENDIX VI**

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*Normative Document G-0403-007R*

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**Inter American University of Puerto Rico  
Office of the President**

**REGULATIONS FOR LIMITING SMOKING AT  
INTER AMERICAN UNIVERSITY OF PUERTO RICO**

**NORMATIVE DOCUMENT G-0403-007R**

**NOTE:** This Normative Document is available in Spanish and English. In the event of a conflict as to its interpretation, the Spanish version shall prevail.

**Introduction**

The regulations for limiting smoking in the University date from 1991 and were amended in 1993, in Normative Document G-0403-007. Law 66 of 2006: Law to Regulate the Practice of Smoking in Public Places and the new findings of medical research require that we review the regulation again.

It is scientifically verified that smokers as well as those that inhale the smoke that smokers exhale (passive smokers), are exposed to the same harmful effects of smoking. According to studies made, tobacco smoke is made up of more than 4,000 chemical substances, of which, more than 43 are cancer producing (carcinogen) in human beings. These have been classified, by the Environmental Protection Agency of the United States, as “type A carcinogen”, which are those in which a safe level of exposure does not exist.

Passive smoking is a major risk factor of disease and death, being the third most preventable cause of death, after smoking actively and alcoholism. At present, tobacco consumption is one of the first preventable causes of diseases, incapacity and premature death in Puerto Rico. Each year more than 3,600 persons die on this Island due to this practice and half of them lose an average of 20 years of life.

For these reasons and for the University’s interest in protecting the health of the members of the university community, it promulgates these regulations that will be known as Regulations for Limiting Smoking at Inter American University of Puerto Rico.

## **I. Legal Base**

These Regulations are promulgated by virtue of the authority conferred to the President by the Board of Trustees in the Bylaws of Inter American University of Puerto Rico. In addition, they are based, on the following laws:

Law Number 40 of 1993: Law to regulate smoking in public places.

Law 66 of 2006 that amends the previous law; Law 40 of 1993, to protect passive smokers.

## **II. Purpose**

The purpose of this normative document is to review the Regulation for Limiting Smoking at Inter American University of Puerto Rico (G-0403-007), to protect to the passive smokers.

## **III. Applicability**

These Regulations will be in effect in all administrative and teaching units of the University System.

## **IV. Definitions**

For purposes of these Regulations, the following terms will have the meaning expressed herein:

- 4.1 Smoke - Activity of inhaling and exhaling the smoke of tobacco or other substances that are burned in cigars, cigarettes, pipes and the possession or transportation of cigars, cigarettes and pipes or articles for smoking while they will are ignited.
- 4.2 Environmental Tobacco Smoke - Smoke derived from a cigarette, pipe or cigar, in addition to that which leaves the smoker's mouth. Exposure to this is known as involuntary smoking or passive smoking.
- 4.3 Assembly Areas - Facilities to which public go, which include, but are not limited to, classrooms, laboratories, amphitheaters, theaters, courts, chapels, libraries, offices, meeting rooms, warehouses, archives, cafeterias, eating areas, elevators, official vehicles, bookstores, lobbies, infirmaries, waiting rooms, children centers, and other analogous places where people go.

- 4.4 Outdoors Areas - Those areas of the different institutional units not contained within a closed structure, such as parking areas, balconies, outdoor hallways and patios that border on and/or provide access to buildings.
- 4.5 Work Scenario - Any place either inside, outside or underground belonging to the work scenario, including any common areas of multiple houses, residential buildings or other structures where any work, service or business, either temporarily or permanently, is carried out, or where any process or operation, either directly or indirectly related to any office, service or business is conducted.

## **V. Sale, Distribution and Promotion of Tobacco within the Premises of the University**

The sale and distribution of tobacco and the promotion of its use in the buildings and premises of the University are prohibited.

## **VI. Non-smoking Areas**

It is prohibited to smoke in all meeting areas and work scenarios, as defined in Article IV-4.3 and 4.5 of this document.

## **VII. Smoking Areas**

Smoking is permitted in:

- 7.1 Outdoor areas, as defined in Article IV-4.4 of this document.
- 7.2 Areas specifically designated for it.

## **VIII. Identification of Areas**

The different areas where smoking is permitted or not will be properly identified as such with some type of label or sign that communicates this message. The lack of identification is not an authorization to smoke in an area if the location falls within the definition of Article IV as a meeting area, 4.3 and work scenario, 4.5.

## **IX. Compliance**

The chief executives and supervisors will take the pertinent measures to ensure the strict compliance with these Regulations. These Regulations will form part of the Faculty Handbook, the General Student Regulations and Non-teaching Personnel Manual.

## **X. Disciplinary Measures.**

### **Sanctions**

Any person violating the provisions of these Regulations will be subject to the following sanctions:

#### **10.1 Teaching and non-teaching Personnel**

- 10.1.1 Orientation by the immediate supervisor.
- 10.1.2 Written reprimand by the immediate supervisor.
- 10.1.3 Suspension of employment and salary by the chief executive officer of the unit, by the vice presidents in their area of responsibility in the case of the Central Office and by the President in the case of the chief executive officers and vice presidents, for a period no less than one day or greater than five work days.
- 10.1.4 Dismissal or suspension of employment and salary for recurrent violation of the norms that permit the good and normal operation of the Institution, in accordance with due process established in the Faculty Handbook, the Non-teaching Personnel Manual and the General Student Regulations.

#### **10.2 Students**

In cases of violation to these norms by students:

- 10.2.1 Orientation by the Dean of Students or his equivalent in the respective unit.
- 10.2.2 Written reprimand by the Dean of Students or his equivalent.
- 10.2.3 The procedures and sanctions indicated in Chapter V of the General Student Regulations: Punishable Behavior and Just Procedure will be applied.

## **XI. Severability**

Each provision outlined in these Regulations may be separated from the others, so that the declaration of invalidity of any of them will not affect the others, which may be applied independently from those declared null.

## **XII. Annulment and Amendments**

These regulations annul, by amendment, Normative Document G-0403-007, and any other directives in conflict with the provisions herein. This document may be amended or revoked by the President of the University.

## **XIII. Effective Date**

This document will be in force immediately upon its approval and signing by the President.



## **APPENDIX VII**

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*Circular Letter G-145-92*

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**Inter American University of Puerto Rico**  
**Central Office**

August 12, 1992

**CIRCULAR LETTER G-145-92**

Vice Presidents, Chancellors and Deans of School of Law  
and the School of Optometry

José R. González  
President

**INSTITUTIONAL POLICY TO COMPLY WITH THE PROVISIONS OF THE LAW  
THAT FORBID DISCRIMINATION AGAINST DISABLED PERSONS**

NOTE: This Circular Letter is available in Spanish and English. In the event of a conflict as to its interpretation, the Spanish version shall prevail.

**Justification**

The American with Disabilities Act (ADA) signed by the President of the United States on July 26, 1990 prohibits discrimination against people with disabilities who are users of public facilities, transportation services, and telecommunications, among others. Such Law does not require that preference be given to people with disabilities in terms of employment; however, it establishes clear guidelines geared towards eliminating discrimination against people with disabilities, whether physical or mental, who are qualified to perform the duties of a position, have equal opportunities of employment and access to institutional facilities, than people who have no such disabilities.

In compliance with federal and local legislation prohibiting discrimination, Inter American University of Puerto Rico will make every possible effort to provide the necessary facilities so that people with disabilities, whether they be employees or recipients of services, may have equal conditions in terms of the use of facilities and opportunities of employment, than people who do not have disabilities.

Because it is aware of the responsibility for compliance and respect to the legal provisions and human rights that rule our society, the Board of Trustees establishes the following policy:

### **Policy**

It prohibits discrimination against people with disabilities in terms, conditions, privileges and activities in the employment and enjoyment of University facilities.

It adopts the following measures to provide equal opportunity in employment:

To offer equal opportunities in employment to people having physical or mental disability who are duly qualified for the position, in accordance with the provisions of ADA Federal Law. Opportunities will be granted in consideration of the candidate's qualifications to perform the essential duties of the position.

To provide reasonable accommodations for the benefit of employees or candidates to employment presenting any disability known by the Institution.

To evaluate structural aspects of the physical plant facilities and to make modifications to make them accessible to people with disabilities.

To continue with the publication of a register of all the vacancies in employment available in job employment agencies when employing people with disabilities.

To offer training opportunities to employees who have impairment them to be able to perform the essential functions to their position and offer them equal opportunity to participate in other activities related to their employment.

To provide the necessary training that enable directing and supervisory personnel in the implementation of the ADA Law requirements.

To provide the mechanisms necessary so that the Plan for Classification and the process of recruitment of personnel comply with the provision of the ADA Law in matters pertaining to equal opportunities and reasonable accommodations of people with disabilities.

To publish information on the by-laws and rights of employees with disabilities in a place and in a manner accessible to all.

The areas of new constructions will be accessible to people with disabilities in terms of parking space, bathrooms, water fountains, entrances, cafeterias, and elevators, among others.

### **Definition of terms according to the ADA Federal Law**

The following are the terms used in the text of this Policy will have the meaning indicated:

1. Reasonable Accommodation -

It means to vary the work environment or the manner in which things were made for people with disabilities to provide them equal opportunity of employment. It may include: making facilities accessible to people with disabilities, restructuring positions, modifying work schedules, reassigning positions available if they are vacant, acquiring or modifying the equipment or artifacts needed for certain employees, making adjustments or modifications necessary in tests, training material or policies; providing qualified readers or interpreters, and other similar arrangements.

2. Vital functions -

It includes functions such as performing manual jobs, walking, seeing, hearing, speaking, learning, and working.

3. Person with Disability -

Person having a physical or mental disability that substantially limits one or more of this vital functions, has a record of that disability, or is considered to have that disability.

4. Qualified Person with a Disability –

A person who with or without reasonable accommodation can perform the functions essential to a position. However, if it becomes a direct threat to the health or safety of others, which cannot be eliminated through reasonable accommodation, then the person will not qualify for employment and thus will not be protected.

This Policy will be applied in all the Academic Units and dependencies of Inter American University of Puerto Rico. It will be in effect immediately.

## **APPENDIX VIII**

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*Circular Letter G-126-91*

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Inter American University of Puerto Rico  
Central Administration

June 28, 1991

**CIRCULAR LETTER G-126 -91**

Vice Presidents and Chief Executive Officers of the Units

DE: José R. González  
President

**NOTE:** This Circular Letter is available in Spanish and English. In the event of a conflict as to its interpretation, the Spanish version shall prevail.

**EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Trustees of Inter American University of Puerto Rico approved, by means of a resolution, on May 5, 1991, the following Equal Employment Opportunity Policy.

**Policy**

It is the policy of Inter American University of Puerto Rico to provide equal employment opportunity to all persons consistent with employment requirements and qualifications and to prohibit discrimination in all employment practices for reasons of race, color, religion, sex, national origin, age, physical or mental handicap, status as a disabled veteran, veteran of the Vietnam era or citizenship of individuals legally authorized to work in the United States. All University facilities provided to employees are available on a non-discriminatory basis. A positive continuing affirmative action program has been established to promote the full realization of equal employment opportunity throughout the University. The University will appoint an Equal Opportunity Officer who will oversee the compliance of the above stated policy.

This policy should be disseminated to the University community.

This Circular Letter is effective immediately.

## **APPENDIX IX**

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*Normative Document G-0807-028R*

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## **INTERNAL REGULATIONS TO DEAL WITH COMPLAINTS ON THE USE AND ABUSE OF DRUG AND ALCOHOL ON THE PROPERTY OF INTER AMERICAN UNIVERSITY OF PUERTO RICO**

### **NORMATIVE DOCUMENT G-0807-028R**

**NOTE:** This Normative Document is available in Spanish and English. In the event of a conflict as to its interpretation, the Spanish version shall prevail.

#### **Introduction**

Circular Letter G-148-92 presented the institutional policy on the use and abuse of drugs and alcoholic beverages on University property, as approved by the Board of Trustees in 1991-1992. This policy continues in effect in the Institution. Nevertheless, the Regulation approved for the implementation of this policy, Normative Document G-0807-028, was revised to adjust it to the new approved legislation, the current administrative organization of the University System and to make it consistent with General Student Regulations.

#### **Institutional Policy**

Inter American University of Puerto Rico, as a university center with a Christian and ecumenical orientation, aims to provide to the members of its community an intellectual, social and moral environment that stimulates the full development of the individual and foments the study and search of truth in an atmosphere of tranquility and respect.

We understand that the illicit use of drugs and the abuse of alcohol are among the most serious problems affecting our society. This represents a serious threat to the attainment of our aspirations since it diminishes the efficiency and productivity of our human resources, limits the capacity for learning in the academic environment and hinders the establishment of the desired atmosphere.

In view of this, Inter American University of Puerto Rico declares, as the policy of the Institution, its commitment to combat this social problem by maintaining a study and work environment free of drugs, alcoholic beverages and controlled substances. This commitment shall be put into effect through:

- a. The creation of an awareness among the University community of the harmful effects of the illicit use of drugs and the abuse of alcohol;



- b. The establishment of preventive measures that will help maintain a drug and alcohol free environment;
- c. The adoption of norms and regulations that will permit the Institution to deal with the cases of illicit use of drugs and the abuse of alcohol in an effective manner.

In harmony with the aforementioned objectives, the University declares that the production, distribution, possession or illicit use of drugs, controlled substances and alcoholic beverages on the property of any of the campuses and facilities of the Institution are strictly prohibited.

### **INTERNAL REGULATIONS TO DEAL WITH COMPLAINTS ON THE USE AND ABUSE OF DRUG AND ALCOHOL ON THE PROPERTY OF INTER AMERICAN UNIVERSITY OF PUERTO RICO**

#### **I. Legal Base**

These regulations are adopted in accord with the authority conferred to the President by the Board of Trustees in the Bylaws of Inter American University of Puerto Rico. In addition, they are supported by the following federal and Puerto Rican laws:

- 1.1 Drug Free Workplace Act of 1988 (Public Law 100-690) passed on November 18, 1988. U.S.C.A. 701 and the following, as amended.
- 1.2 Drug Free Schools and Communities Act, amendment of 1989 (Public Law 101-226) passed on December 12, 1989, (24 LPRA).
- 1.3 The Regulations Adopted by the United States Department of Education to implement these laws, 34 CFR parts 85 and 86; 48 CFR sub-part 23.5.
- 1.4 Drug Free Workplace Act of 1988 (Public Law 100-690 approved November 18, 1988 and amended, 41 USC 701).
- 1.5 Drug Free Schools and Communities Act, of 1989 amendment (Public Law 101-226) approved December 12, 1989, (24 LPRA) and amended, 34 CFR 668,14).
- 1.6 Controlled Substances Law of Puerto Rico, Law Number 4 of June 23, 1971, as amended.
- 1.7 Law Number 59 of August 8, 1997, Regulates tests for detection of controlled substances in the private sector, by means of the

establishment, on the part of the employer, of programs to detect the illegal use of controlled substances.

- 1.8 Law Number 143 of June 30, 1969, as amended, 13 L.P.R.A. 6001 and the following.
- 1.9 Law Number 80 of May 30, 1976, as amended, known as the Law of unwarranted dismissals.

## **II. Purpose**

These regulations have the following purposes.

- 2.1 To create awareness in the university community on the harmful effects of the illicit use of drugs and abuse of alcohol.
- 2.2 To establish preventive measures that will help maintain a drug and alcohol free environment.
- 2.3 To adopt the norms and regulations that will permit the Institution to deal with cases of illicit use of drugs and the abuse of alcohol in an effective manner.

## **III. Applicability**

The norms contained herein will be applicable to all employees, faculty members and students of the University and to independent contractors who offer services to the University. It is provided, however, that the consumption of alcoholic beverages in special activities previously authorized by the Chief Executive of the academic Unit will be allowed. This exception is not applicable to the student activities within the academic units.

These norms will be incorporated in the following Manuals and Regulations in the proper sections:

- 3.1 Faculty Handbook (full-time faculty)
- 3.2 Handbook for Non-Teaching Personnel
- 3.3 Part-time Faculty Handbook
- 3.4 General Student Regulations

#### **IV. Definitions**

For purposes of these Regulations, the terms below will be defined as follows:

- 4.1 Official activity of the University - Any activity, including those of recognized student organizations, in which the name of the University is used as sponsor and funds or property of the University are used, with prior authorization of the Board of Trustees, President of the University or a Chancellor or an officer delegated by him.
- 4.2 Alcohol or Alcoholic Beverages - All drinks for human consumption that contain alcohol, whether produced by fermentation or distillation, and whose production, distribution, sale or use are regulated by the Drinking Law of Puerto Rico, Law Number 143 of June 30, 1969, as amended, 13 L.P.R.A. 6001 and any following.
- 4.3 Marketing – this is understood as the illegal business transaction of buying, selling, giving, receiving, intervening in and utilizing narcotics and controlled substances under the ruling of legal prohibition.
- 4.4 Illegal marketing - This is when the person authorized to market or transport controlled substances, uses them illegally.
- 4.5 Illicit marketing - This is when the person does not have the appropriate authorization to market or transport controlled substances under the legal ruling of prohibition.
- 4.6 University community - The group of people that work or study at Inter American University of Puerto Rico.
- 4.7 Consumption - is understood as the sporadic or permanent use of controlled substances that are under legal prohibition, and which have the danger of addiction.
- 4.8 Independent contractor – Person or entity that:
  - 4.8.1 Operates a business within the structures or premises of the University.
  - 4.8.2 Constructs or remodels structures within the property of the University.
  - 4.8.3 Rents facilities of the University to hold private activities.
- 4.9 Convict – A person who legally, by means of the pronouncement of a judge, has been proven guilty of violating the Law of Controlled Substances by a Court of Justice within the jurisdiction of the Commonwealth of Puerto Rico or of the United States of America.

- 4.10 Drug - Any medicine or substance controlled by medical prescription.
- 4.11 Employee - Any person employed, with or without pay, or that receives a wage, pay, concession, salary or any other periodic remuneration from the University for the conduct of educational, administrative or maintenance tasks. It includes:
- 4.11.1 Full-time and part-time professors.
  - 4.11.2 Temporary and provisional employees and employees hired for an unspecified time.
  - 4.11.3 Probationary and regular employees.
  - 4.11.4 Volunteers.
  - 4.11.5 Part-time and full-time employees.
- 4.12 Student - Any person registered in any of the courses or programs offered by the University.
- 4.13 Board – The Board of Trustees of Inter American University of Puerto Rico.
- 4.14 Defendant - Person charged with a violation to o these Regulations.
- 4.15 Possession – This is the material act of having controlled substances.
- 4.16 Illicit possession - When the person susceptible of committing a criminal act, carries out a fraudulent act in opposition to the prohibitions expressed in the Law, possession, holding or possession of controlled substances to which he gives an illegal use, or having authorization to possess them, he makes illegal use of them.
- 4.17 Prescription - An order issued by a doctor, dentist or veterinarian authorized to dispense controlled substances.
- 4.18 President - The President of the University.
- 4.19 Complaint – A written and signed allegation submitted to the designated official, regarding the possession, use, provision, distribution, manufacture, handling or any other activity related to drugs and controlled substances, or the use of alcohol by any employee, student or independent contractor of the University, its agent or employee, on the grounds or in the facilities of the University or in activities sponsored or controlled by the University outside its premises.
- 4.20 Chancellor/Dean of Professional Schools - The maximum administrative and academic authority in each academic unit. The activities that these regulations entrust to a Chancellor/Dean of Professional Schools may be carried out by an officer delegated by the Chancellor/Dean.

- 4.21 Controlled substances – All those in classifications I, II, III, and IV of Article 202 of the Law Number 4 of June 23, 1971, as amended, known as Law of Controlled Substances of Puerto Rico, as it may be amended, 24 L.P.R.A. 2101 and following ones, whose manufacture, distribution, sale, possession or use are not allowed under the dispositions of this Law; or any other legislation of the Commonwealth of Puerto Rico or of the United States of America, excepting the use of substances controlled by medical prescription or other authorized use by law.
- 4.22 Illicit traffic - This is the act of transferring or transporting narcotic and controlled substances, as well as prior or later acts, aimed at illicit commercial transactions of delivery of any controlled substance or substance under the legal prohibition ruling.
- 4.23 Institutional unit - The System Central Office, each Campus, the School of Law and the School of Optometry or any other dependency that belongs to or is used by the University as a place of work or study.
- 4.24 University – Inter American University of Puerto Rico and all its parts.
- 4.25 Drug use and alcohol abuse – This refers to the illegal drug use of controlled substances and the consumption of alcohol by an employee, student or independent contractor of the University or its employees on the grounds or in the facilities of the University or in activities sponsored or controlled by the University outside its premises.

## **V. Norms on the use and abuse of drugs and alcoholic beverages**

### **5.1 Prohibition of controlled substances**

The manufacture, possession, consumption, sale or distribution of controlled substances in the premises of Inter American University of Puerto Rico or in its official activities, in or outside its premises, constitute a serious violation of these regulations that will entail separate and special sanctions from any other penalty that may be imposed under any law applicable to Puerto Rico.

### **5.2 Prohibition of Alcoholic Beverages to Minors**

The possession, consumption, sale or distribution of alcoholic beverages by or to persons under 18 years of age on the premises of Inter American University of Puerto Rico or in its official activities, in or outside its premises, constitute a serious violation of these regulations that will entail separate and special

sanctions from any other penalty that may be imposed under any law applicable to Puerto Rico.

5.3 Possession, consumption, sale or distribution of alcoholic beverages within the premises of the University

The possession, consumption, sale or distribution of alcoholic beverages within the premises of the University is prohibited. This includes the taking of alcoholic beverages into the classrooms, conference rooms, student centers, student residences, and sport or cultural facilities. It is provided, however, that the consumption of alcoholic beverages in special activities previously authorized by the Chief Executive of the Academic Unit will only be allowed. This exception is not applicable to the student activities within the academic units.

The person who authorizes the activity must make sure that an officer designated by him is present to see to it that the applicable regulation is faithfully complied with.

5.4 Possession, consumption, sale, or distribution of alcoholic beverages in official activities outside the premises of the University

The possession, consumption, sale or distribution of alcoholic beverages in official activities of the University to be held outside its premises, unless it is requested and has the previous authorization of the Board of Trustees, the President of the University, or a Chancellor, in harmony with Article 5. 3 of these regulations is prohibited.

5.5 Requests for authorization of the provision or consumption of alcoholic beverages within the premises or in some official activity outside the premises of the University

The authorization request will indicate:

- 5.5.1 Name of the person, group or organization.
- 5.5.2 In case of an organization, the purpose for which it was created.
- 5.5.3 Type of activity.
- 5.5.4 Date, hour and place where the activity is planned to be held.
- 5.5.5 Projected duration of the activity.
- 5.5.6 Name, address and telephone of the people requesting authorization.

- 5.5.7 A written commitment of the organization to comply with the norms established in these regulations.

The authorization request will point out that the persons requesting authorization commit themselves to personally make sure of compliance with Article 5 of these regulations.

Each unit of the University will identify the places within its premises where the presence of alcoholic beverages will be allowed. No activity, whose main purpose is the consumption of alcoholic beverages, will be authorized. Likewise, contests for the consumption of alcoholic beverages will not be permitted.

- 5.6 Prohibition of the advertising of alcoholic beverages

The advertisement of alcoholic beverages within the premises of the University is prohibited.

- 5.7 Student Residences

These regulations will apply rigorously to students living in student residences of the University. The introduction of controlled substances or alcoholic beverages inside the limits of these residences will be a serious violation of these regulations.

- 5.8 Procedures to be followed in case of conviction for violation of the provisions of these regulations

5.8.1 Student - Any student found guilty or declares himself guilty, before a Court of Justice, of a violation to the provisions of these regulations, occurring within the university premises or in an activity sponsored by the University, must notify it in writing to the Office of the Dean of Students of his institutional unit within five days following the date of the reading of the sentence.

5.8.2 Employees - Any employee found guilty or declares himself guilty, before a Court of Justice, of a violation to the provisions of these regulations occurring within the university premises or in an activity sponsored by the University, must notify it in writing to the Office of the Dean of Administration of his Institutional unit within five workdays following the date of the reading of the sentence.

### 5.8.3 Duties of the University

- 5.8.3.1 After receiving the notification to which this Article refers, or if by another form it receives official knowledge of the penal sentence, the University will decide within the next 10 calendar days if the student or employee is among those for which the federal regulation imposes on the University, the obligation to notify this sentence to some federal agency.
- 5.8.3.2 The University begins the procedure with the evaluation of each case and the requirement to the student or employee to submit himself to a plan of treatment or rehabilitation before he is subjected to the applicable disciplinary procedure required by the General Student Regulations or the Faculty Handbooks and the Non-teaching Personnel Manual, within 30 natural days counted from the receipt of the notification to which this Article refers or from the date the University receives official knowledge of the penal sentence. To these ends, the Institution will establish and start a program of orientation and counseling for these persons.

## VI. Authorized Tests

The University may require the employees or employment candidates to submit themselves to tests for the detection of controlled substances in the following circumstances:

- 6.1 Individualized reasonable suspicion - an employee may be submitted to a drug test when at least two of the employee's supervisors (of which one must be the direct supervisor), determine that there is individualized reasonable suspicion that the employee is under the effects, the influence or is a user of controlled substances, independently of the fact that later such fact is established or not. The suspicion must be based on observable factors and objectives such as:
  - 6.1.1 Direct observation of use.
  - 6.1.2 Physical symptoms.



6.1.3 Repeated pattern of abnormal conduct or erratic behavior in his work.

6.2 Follow-up Tests - the employees who enter a rehabilitation program may be subject to follow-up tests.

## **VII. Disciplinary Procedure**

### **7.1 Students**

7.1.1 With regard to students, these regulations will consider a norm adopted from the General Student Regulations, therefore, all violation to these regulations will mean a violation to Chapter V, Article 1 of the General Student Regulations.

7.1.2 Chapter V, Article 2 of the General Student Regulations illustrates as behavior subject to disciplinary sanctions the provisions in Article 1. For these behaviors, as well as how to deal with violations to these regulations In order to deal with the violations to these regulations, the disciplinary procedures related to students are adopted. These are established in Chapter V, Article 3 of the General Student Regulations.

7.1.3 The following disciplinary sanctions to the violation of Section V of these regulations will be imposed:

7.1.3.1 Reprimand.

7.1.3.2 Probation for a defined time during which another violation of any norm will have suspension as a consequence.

7.1.3.3 Suspension from the University for a definite time. The violation of the terms of the suspension will entail an increase in the period of suspension or the definitive separation from the University.

7.1.3.4 Definitive separation from the University - the student, who incurs in any of the violations that these regulations define as serious, or who incurs in a second violation of any type to these regulations, will not be eligible for the first of the aforementioned sanctions. This provision will be subject to the final determination of the evaluation process in case the situation of the student merits the

necessity of the Rehabilitation Program and Counseling, as established in these regulations.

## 7.2 Student Organizations

7.2.1 With regard to student organizations, these regulations will consider a norm adopted under protection of the General Student Regulations. Therefore, all violations to these regulations will mean a violation to Chapter III, Article 3 of the General Student Regulations.

7.2.2 The officer or the recognized organism will impose the following disciplinary penalties to student organizations:

7.2.2.1 Reprimand.

7.2.2.2 Probation for a definite time during which another violation of any norm will have as consequence suspension or separation. During this period the members of the organization must work in educational prevention activities assigned and supervised by personnel of the Prevention Program of the unit.

7.2.2.3 Suspension of some rights and benefits related to recognition. In this period the members of the student organization must work in a communitarian service program, under the supervision of the Prevention Program of the unit.

7.2.2.4 Suspension of accreditation for a defined time: a student organization which incurs in any of the violations that this regulation defined as serious, or that incur in a second violation of any type to these regulations, will not be eligible for re-accreditation unless its members develop or work in educational prevention activities, assigned, supervised and properly evidenced by the personnel of the Program Prevention of the unit.

7.2.2.5 The Juridical Advisor's Office will develop alternative methods of resolving conflict for those cases in which there is not agreement between the parties with respect to the dictated sanction, when a serious crime has not been committed.

### 7.3 Employees

7.3.1 With regard to employees, the violation to Section V of this regulation will entail the following disciplinary sanctions:

7.3.1.1 Oral reprimand.

7.3.1.2 Written reprimand.

7.3.1.3 Suspension of employment and pay, for a definite term not to exceed six months. The violation of the terms of the suspension will entail an increase of the suspension period or the definitive separation from the University.

7.3.1.4 Dismissal, with the consequent exclusion from serving the University, unless rehabilitation is formally determined, in harmony with the norms established by the System Human Resources Office for that purpose.

7.3.1.5 The employee, who incurs in any of the violations of these regulations identified as serious, or who incurs in a second violation of any type to these regulations, will not be eligible for the first two aforementioned sanctions. This provision will be subject to the final determination of the evaluation process in case the situation of the employee merits the requirement of a rehabilitation and counseling program, as established in these regulations.

7.3.1.6 The imposition of any disciplinary sanction must be preceded by the appropriate procedure, with the investigation of the facts and the due administrative process that the University, and the Law, in harmony with the fundamental purpose of the disciplinary action, which strives for the remedial action according to the best institutional interests.

7.3.1.7 The Juridical Advisor's Office will develop alternative methods of resolving conflict for those cases in which there is no agreement between the parties with respect to the dictated sanction, when a serious crime has not been committed.

7.4 Possession with the intention of distribution or the distribution of controlled substances may entail:

- 7.4.1 Probation and the requirement that the employee or student enter a rehabilitation program, approved for such purpose by the federal or local government or another recognized agency. The breach of the probation will entail suspension for a definite time.
- 7.4.2 Suspension from classes or employment for a definite time.
- 7.4.3 Permanent separation, in case of students and dismissal in the case of professors and non-teaching personnel.

Any one of these sanctions or a combination of these may be imposed. The University will notify the state and federal authorities for the appropriate action.

7.5 The use, possession or distribution of alcoholic beverages in any form in the teaching unit or on the grounds and buildings of the University may entail the following sanctions:

- 7.5.1 A written reprimand and a copy to the student.
- 7.5.2 Probation and the requirement that the employee or student enter a rehabilitation program, approved for such purpose by the federal or local government or another recognized agency. The breach of the probation will entail suspension for a definite time.
- 7.5.3 Suspension of classes or employment for a definite time.

Any one of these sanctions or a combination of these may be imposed. The University will notify to pertinent state authorities for the appropriate action in the cases of non-authorized distribution by the Department of the Treasury.

In cases of recidivism, in addition to the aforementioned sanctions, the permanent separation from classes or employment may be imposed.

**VIII.**

## **Informal Procedure for Complaints**

### **8.1 Right to Present a Complaint**

- 8.1.1 Every employee or student will have the right to present a complaint concerning the violation of these Regulations. The complaint must be presented in writing within the jurisdictional time of 30 calendar days from the date that the act was incurred. The complaint should include a brief report of the alleged behavior incurred by the accused party and the provisions of the Regulations which were allegedly violated.
- 8.1.2 The complaint must be presented before the Chief Executive Officer of the Academic Unit and, in the case of Central Administration, before the Executive Vice President. These officials will form a Special Committee to carry out a confidential and objective investigation of the case. Said investigation must begin within a period of no more than 10 work days from the date the complaint was received. The periods of administrative recess will not count as part of these 10 days.

### **8.2 Special Committee**

- 8.2.1 In cases of students - Dean of Studies, Dean of Administration, Dean of Students or their equivalent and a Counselor.
- 8.2.2 In cases of professors and non teaching personnel - Dean of Studies, Dean of Administration, Director of Human Resources or their equivalents.
- 8.2.3 In cases of employees in the System Central Office - Executive Director of Human Resources, a Vice President and another member designated by the Executive Director of the Presidency.
- 8.2.4 In the three cases mentioned here, an expert who has knowledge and experience in this type of investigation, (forensic, chemical, biochemical or physiological methods) will form part of the Special Committee.
- 8.2.5 The Juridical Advisor's Office will prepare the protocol that must be followed to obtain and to preserve the

blood, alcohol or drug tests that are required or are necessary to attend to the complaint.

### 8.3 Investigation

One of the members will be assigned by the President of the Committee to investigate the complaint and present his report to the Committee, no later than 30 calendar days from the date the investigation began. The periods of administrative recess will not count as part of these 30 days.

If after investigating the informal complaint, the Committee decides that sufficient grounds do not exist to substantiate the violation presented, it will be so informed in writing and it will be explained to the complainant through an appropriate dialog. For all purposes the case will be considered closed.

If the Committee determines that sufficient cause exists to believe that the accused party committed the violation presented, he will be given the opportunity to clear and defend himself at an informal hearing.

The tests and documentation assembled will be preserved until the case is solved or while the regulation in force requires it.

### 8.4 Informal Hearing

8.4.1 The Committee will summon the accused party within a period of not more than 10 work days from the date sufficient grounds were determined. The notification will contain:

8.4.1.1 Date, hour and specific place where the informal hearing will be held. (The hearing will be held within a term of 20 calendar days, from the date of notification). The periods of administrative recess will not count as art of these 20 days.

8.4.1.2 Charged violations.

8.4.1.3 Date on which these violations incurred.

8.4.1.4 Right to express oneself and to present any oral and/or documentary evidence.

8.4.2 If the accused party does not appear on the date and hour specified for the informal hearing, the Committee will refer the case to the Chief Executive Officer of the

Academic Unit or the Executive Vice President at Central Administration so that a formal hearing can be held.

- 8.4.3 After the informal hearing has been held, the Special Committee will determine whether or not the accused party committed the violations presented and will submit a report with its recommendations to the Chief Executive Officer of the Academic Unit and, in the case of Central Administration, to the Executive Director of the Presidency within a period of no more than 20 calendar days.
- 8.4.4 If from the preliminary study and evaluation of the case the possibility may be deduced that the accused party needs to be referred for a medical, professional or specialized evaluation, the Committee will advise the accused party of the pertinent recommendations.
- 8.4.5 The preliminary study of the case includes the possibility of achieving behavior modification by the accused party. If the rehabilitation of the accused party is achieved as demonstrated by favorable changes in the behavior during a period of six months and confirmed by the Chief Executive Office of the Academic Unit or by the Executive Vice President in the case of Central Administration, the case will be closed

## **IX. Formal Procedure: Administrative Hearing**

### **9.1 Request for an Administrative Hearing**

If the Special Committee determines that the person committed the violations presented and he refuses to be referred for a medical, professional or specialized evaluation, the accused party will be entitled to petition an Administrative Hearing. The petition will be presented to the Chief Executive Officer of the Academic Unit or the Executive Director of the Presidency in the case of the Central Administration, within 10 work days from the notification date of the decision of the Special Committee.

### **9.2 Appointment of the Examining Officer**

The Chief Executive Officer of the Academic Unit or the Director of the Juridical Advisor's Office of Central Administration will appoint an Examining Officer who will be a lawyer with vast

professional experience. These officials will provide the Examining Officer with a copy of the complaint and of the petition for the Hearing. The Examining Officer will notify both parties of the day the Hearing will be held, allowing a reasonable amount of time to prepare for their defense, but no more than 20 days after the date of the notification of the Hearing.

### 9.3 Notification of the Administrative Hearing

The Examining Official will notify all the parties about the holding of the Formal Hearing. The notification will contain:

- 9.3.1 A brief report of the behavior in which allegedly the accused party incurred.
- 9.3.2 Date, hour and specific place where the Hearing will be held.
- 9.3.3 Violations presented.
- 9.3.4 Date on which the charged violations incurred.
- 9.3.5 Disciplinary sanctions applicable.
- 9.3.6 The right to be represented by a lawyer or any other person of his choosing, to question, cross-examine and to present oral and/or documentary proof.

### 9.4 Suspension of the Hearing

These norms are designed so that the procedure for attending to complaints can be carried out quickly and efficiently, but within a framework of justice and equality. For this reason, motions to suspend the proceedings will not be looked upon with favor.

- 9.4.1 If any of the parties is interested in suspending the stipulated Hearing, he must present a written petition to that effect to the Examining Officer, at least 5 work days before the date stipulated for the Hearing. A copy of the petition must be sent to the other party.
- 9.4.2 Either party who has presented a petition to suspend a Hearing must appear before the Examining Officer on the date and hour stipulated for the Hearing unless he had previously received notification from the Examining Officer granting the suspension. If the petition for suspension has not been granted, the Examining Officer may conduct the Hearing.



## 9.5 Guarantees of the Hearing

In the Hearing, the Examining Officer will guarantee the following to all the parties:

- 9.5.1 The right to attend the Hearing alone, accompanied and/or represented by a lawyer or any other representative of his choosing.
- 9.5.2 The right to listen to all testimony and read all documentary evidence presented at the Hearing.
- 9.5.3 The right to question and cross-examine witnesses and to refute the evidence presented.
- 9.5.4 The right that all rulings made by the Examining Officer be written and based on the oral and documented evidence presented at the Hearing.
- 9.5.5 The right to present all testimony and documented evidence pertinent to the complaint.

## 9.6 Conducting the Hearing

- 9.6.1 All proceedings before the Examining Officer shall be recorded on magnetic tape or another available medium which will be delivered to the University for preservation and guardianship or to the person designated for that purpose. The Rules Concerning Evidence that regulates judicial and ordinary proceedings will be applied with flexibility.
- 9.6.2 The Examining Officer will begin the Hearing by giving a summary of the controversies involved in the complaint and explain the manner in which the Hearing will be conducted.
- 9.6.3 During the Hearing, the Examining Officer will have all the authority necessary to guarantee that the proceedings will be conducted in a respectable manner, including, without interpreting it as a limitation of their rights, the authority to order any party, his lawyer or representative, or a witness to maintain silent or to exclude from the Hearing any person who does not conduct himself in a decorous manner. The exercise of

the powers granted here to the Examining Officer shall be interpreted and applied in such a way as to guarantee the due process of law to the parties involved.

#### 9.7 Ruling of the Examining Officer

After the Hearing has been held, the Examining Officer will issue his ruling within the following 30 days, with his decisions regarding the acts that have been proven, the conclusions and the recommendations with regard to the penalties that should be imposed.

It will be the responsibility of the Examining Officer to send a certified copy of the ruling to the Executive Director of the Presidency, to the Chief Executive Officer of the Academic Unit and to the Director of Human Resources when it concerns an employee.

When the violations have been committed by a Chief Executive of an Academic Unit or by employees of Central Administration, the Executive Director of the Presidency will resolve the case, taking into consideration the ruling of the Examining Officer and will impose the appropriate penalties. He will notify the accused party by mail (return receipt requested) within twenty (20) calendar days after receiving the ruling of the Examining Officer. The periods of administrative recess will not count as part of these 20 days.

If the violations were committed by students, professors or administrative personnel of an Academic Unit, the Chief Executive Officer of the Academic Unit will resolve the case and impose the penalties in accordance with what has been stated in the previous paragraph.

### **X. Imposition of Disciplinary Sanctions and Appeal**

#### 10.1 Imposition

Disciplinary sanctions will be imposed in the following manner:

10.1.1 The Chief Executive Officer of the Academic Unit, in coordination with the Dean of Students, will impose the appropriate penalties when the violations have been incurred by students.

- 10.1.2 When the violations have been committed by non-teaching employees of the Academic Units, the Chief Executive Officer of the Academic Unit, in coordination with the Executive Director of Human Resources, will impose the sanctions.
- 10.1.3 When the violations have been incurred by personnel from Central Administration or by Chief Executives Officers of the Academic Units, the penalties will be imposed by the Executive Director of the Presidency with the recommendation of the Executive Director of Human Resources
- 10.1.4 When the violations have been committed by professors, the penalties will be imposed by the Chief Executive Officer of the Academic Unit with the recommendation of Vice-president for Academic and Student Affairs and with the counsel of the Executive Director of Human Resources.
- 10.1.5 In cases of the deans and chief executive officers of the academic units, the President will choose the course of action to be taken.

## 10.2 Appeals

A defendant not in agreement with the decision may present a written appeal to the President, within next 10 workdays, without an extension, from the date he received a copy of the ruling.

The President will emit his decision within the next 20 work days, from the time the written appeal was received, which will become final and may not be appealed. If the President does not emit any decision by the end of the 20 day period, it will be understood that the appeal has been overruled and becomes final and may not be appealed.

## **XI. Conviction**

- 11.1 Any employee or student, who has been convicted of violating the Law of Controlled Substances, whether state or federal, must notify his immediate supervisor within five (5) days from the date of conviction. A student must notify the Dean of Students.

- 11.2 The University will notify the pertinent federal agency concerning the conviction, within a period of no more than ten (10) days from the date of the conviction.
- 11.3 The University will impose the disciplinary action stipulated in the present proceedings within thirty (30) days from the time it learned of the conviction.

## **XII. General Provisions**

### **12.1 Prevention**

The Central Office of Human Resources of the University will establish a preventive plan at the institutional level, dealing with the harmful effects of the use of drugs and controlled substances and the abuse of alcohol. This plan will contain the programs that will be developed, geared to educating the university community regarding this matter. It will be the responsibility of the Chief Executive Officer of each Academic Unit to maintain a similar plan, in keeping with the institutional plan.

### **12.2 Interpretation**

The provisions of these Regulations should be interpreted in the broadest manner possible in light of their purpose and the collection of norms of which they are composed and in agreement with the public policy contained in the Laws.

### **12.3 Materials not provided for**

The matters or affairs not provided for in these Regulations and which are covered by the Laws referred to will be governed by the resolutions taken by the Board in accordance with the Laws referred to.

## **XIII. Severability**

If any part or section of these regulations is declared null by a competent authority, such decision will not affect the rest.

## **XIV. Repeal or Amendment**

These regulations amend Normative Document G-0807-028 and incorporate the policy of Circular Letter G-148-92, thereby substituting it. In addition, they repeal any other directives that may be in conflict with

what is expressed herein. These Regulations may be amended or repealed by the President of the University.

**XV. Effective Date**

These Regulations will be in effect immediately after their approval and signing by the President.

## **APPENDIX X**

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*Normative Document G-0216-43*

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**Inter American University of Puerto Rico  
Office of the President**

**RULES AND PROCEDURES TO ATTEND ALLEGED VIOLATIONS  
TO THE PROVISIONS OF TITLE IX**

**Normative Document G-0216-043**

**Introduction**

These rules and procedures are issued in harmony with the institutional policy for compliance with the provisions of Title IX approved by the Board of Trustees on May 22, 2015. By approving said policy, the Board recognized the institutional responsibility to address complaints in cases in which violations of the provisions of Title IX are alleged. To fulfill this responsibility, the University establishes this regulation.

**I. Legal Basis**

On March 7, 2013, the Campus SaVe Act became law; it amended the federal law of nonviolence against women ("VAWA") in order to address particular situations of violence and discrimination against women, in higher education institutions. The aforementioned law amended several provisions of other laws, in particular, the provisions of Title IX of the amendments to the Federal Higher Education Act and requires that procedures be issued to deal with and adjudicate cases in which alleged conduct constituting a violation of these laws dispositions is alleged.

This regulation is promulgated by virtue of the authority conferred on the President of the University by the Board of Trustees in the Statutes of the University. It is framed within the University's policy for compliance with the provisions of Title IX and applicable federal and state laws.

**II. Scope**

The standards and procedures described in this normative document apply to the entire university community including all supervisors, employees, professors and students of the University at all levels, providing that For the purposes of this article, those persons who are within the control of the University will be considered. All these persons shall have the responsibility to observe

these rules and procedures and shall be subject to investigation in cases in which violations of the provisions of Title IX are alleged, as defined in the institutional policy.

### **III. Purpose**

This normative document is intended to establish the rules and procedures of the University to inform and address cases in which violations of the provisions of Title IX are alleged. These rules and procedures will promote the best interest of the University and help protect the reputation, integrity, rights and welfare of the entire university community.

### **IV. Definitions**

For the purposes of this document, the following terms shall have the meaning expressed below:

- 4.1 Stalking - It is a pattern of behavior directed at a specific person that has the effect of causing a reasonable person fear for their safety or the safety of others or that causes emotional distress.
- 4.2 Sexual assault - Any offense that meets the definition of rape, lewd acts, incest or technical violation, as defined in the Uniform Crime Information Program of the Federal Bureau of Investigation.
- 4.3 Emotional distress - Refers to significant mental distress or distress that may or may not require professional treatment or counseling.
- 4.4 Hostile environment - Conducive conduct of sexual harassment that is so severe or persistent that it affects the ability of a student or employee to participate in equal conditions in academic activities or the conditions or benefits of their employment and that contributes to create an intimidating, threatening or abusive educational environment.
- 4.5 Consent - It is the action of manifesting freely and voluntarily personal desire to carry out an action or an act. The voluntariness of the consent is affected when the person is under the effects of drugs, alcohol or narcotics, no matter whether the person has taken them or if they were provided by another person with or without their knowledge.



- 4.6 Institutional Coordinator of Title IX - It is the official who has the responsibility to ensure compliance with the provisions of Title IX of the amendments to the federal Higher Education Law. The Title IX Institutional Coordinator works together and advises the Title IX Assistant Coordinators.
- 4.7 Title IX Assistant Coordinator - Is the designated official in each of the academic units that has the responsibility to ensure compliance with the provisions of Title IX in their academic unit, implement the programs of training required by the regulations and contributes to and participates in the investigation process and preliminary determinations of the complaints that may arise for alleged violations of the provisions of Title IX.
- 4.8 Employee - Any person who works for the University through a contract, with or without compensation for it, including job applicants. For purposes of the protection granted by the Law, the term used shall be interpreted in the broadest possible manner.
- 4.9 Test Standard - The test standard for awarding a complaint alleging a violation of the provisions of Title IX is the preponderance of the test.
- 4.10 Student - Any person enrolled in any course or program offered by the University, as well as any applicant for admission.
- 4.11 Sexual harassment - It is one of the ways in which discrimination based on gender is manifested against women or men, undermining their dignity as human beings. It consists of any type of approach of an unwanted sexual nature. These may be requests for sexual favors and any other verbal or physical conduct of a sexual nature.
- 4.12 Gender Identity - Refers to the way in which the person is identified, as it recognizes itself, as to the gender that may or may not correspond to their biological sex or assigned at birth. In order to achieve the purposes set forth in this statute, this definition shall be interpreted as widely as necessary to extend its benefits to all citizens exposed to an episode or pattern of discrimination.
- 4.13 Examining Officer - An attorney authorized to practice the profession by the Supreme Court of Puerto Rico appointed to direct the formal procedures for awarding a complaint as provided by these rules and procedures

- 4.14 Human Resources Officer - The Human Resources Officer of the University unit where the events occur.
- 4.15 Sexual orientation - It is the ability of each person to feel an emotional, affective or sexual attraction for people of a gender different from their own, or of their own gender, or of more than one gender. In order to achieve the purposes set forth in this statute, this definition shall be interpreted as widely as necessary to extend its benefits to all citizens exposed to an episode or pattern of discrimination.
- 4.16 Defendant Party - Person to whom the violation of these Regulations is imputed.
- 4.17 Complaining party - Person alleging that a provision of Title IX has been violated.
- 4.18 Pattern of conduct - Are two or more acts, including but not limited to, acts in which the harasser, directly or indirectly or through third parties, by any action, procedure, device or means follows, monitors, observes, threatens or communicates with a person or interferes with the person's property.
- 4.19 Reasonable Person - A person who in similar circumstances would act in a manner similar to that of the person filing a complaint for alleged violations of the provisions of Title IX.
- 4.20 President - The President of the Inter American University of Puerto Rico.
- 4.21 Teacher - Includes all members of the faculty of the University.
- 4.22 Complaint - Allegation presented to the designated Official due to the fact that he has been a victim of sexual harassment.
- 4.23 Rebellion - Procedural status of the party to a complaint that does not respond to the plea formally made by the Examining Officer or leaves his or her orders unfulfilled.

- 4.24 Supervisor - Any person who exercises any control or whose recommendation is considered for hiring, classification, dismissal, promotion, transfer, setting compensation or time, place or working conditions or on tasks or functions performed or able to perform an employee or group of employees or any other term or conditions of employment, or any person who carries out supervisory tasks on a day-to-day basis.
- 4.25 Title IX - Are the provisions of the amendments to the federal Higher Education Act that offer protection against discrimination or harassment in any academic, educational, extracurricular, athletic and any other program, activity or employment offered by an educational institution that receives federal funds regardless of where the activity takes place, on or off campus, as long as it is an activity sponsored or controlled by the University.
- 4.26 Academic Unit- Refers to the nine campuses of the University, the Faculty of Law, and the School of Optometry, the Central Office of the System and any other professional school and preschool, elementary and secondary schools of the University System.
- 4.27 University - The system of the Inter American University of Puerto Rico, Inc.
- 4.28 Violence in a relationship - Any violent act committed by a person who is or has been in a relationship of a social, romantic or intimate nature with the victim. The existence of this relationship will be determined based on the allegations of the complainant considering the length of the relationship, the type of relationship and the frequency of encounters between the persons involved. Violent behavior includes, but is not limited to, sexual or physical abuse and the threat of being abused. This type of violent act does not include behaviors defined as domestic violence.
- 4.29 Domestic Violence - It is a pattern of behavior in which a partner or ex-partner uses physical and / or sexual force, coercion, threats, intimidation, isolation, emotional or economic abuse to control the other partner. It manifests as physical, sexual or psychological abuse, restriction of freedom, the use of strategies to exercise power and control against the partner, among others.

V. Procedures to present and address allegations of violation of the provisions of Title IX

5.1 Start of procedure

- 5.1.1 Any student or employee who understands to have been the object of any violation of the provisions of Title IX in their study or work center, has the prerogative to present a written complaint to the Investigator designated by the academic unit in which the situation allegedly occurred. The procedure is initiated by filing the complaint (see Appendix A).

The complaint must be submitted within the jurisdictional term of one hundred and eighty (180) calendar days, from the date on which the events occurred. Upon receipt of the complaint, the designated investigator will open a case file and notify the Assistant Coordinator of Title IX of the academic unit concerned.

- 5.1.2 The complaint must contain a statement of the conduct in which the alleged party purportedly incurred and must be signed by the complainant.

- 5.1.3 Investigator. This is the person who, in the first instance, is in charge of carrying out the preliminary investigation of the complaint.

- a. When a complaint is filed by a teaching or non-teaching employee and by a student of the University against faculty members, teaching or non-teaching employees, contractors and visitors, the Investigator shall be the Official of Human Resources of the academic unit where the events occur or the person designated by him / her.
- b. In the complaint filed by a student against a student, the Investigator shall be the Dean of Students of the academic unit where the events occur or the person designated by him / her.

5.2 Inquiry

- 5.2.1 The Investigator will conduct a confidential investigation of the allegations, counting at all times with the assistance of the Assistant Coordinator of Title IX of the academic unit

concerned. This investigation must begin in a period of time not greater than twenty (20) working days, from the date in which the complaint was received.

5.2.2 The Investigator must submit a confidential report of the investigation within a renewable term of forty-five (45) calendar days, starting from the date of initiation of the investigation. The days of academic and administrative recess, closing for major cause or holidays will not count for purposes of the term of forty-five (45) calendar days of this subsection.

5.2.3 The report will be sent with a copy of the case file to the director of the Systemic Legal Advice Office of the University and to the Institutional Coordinator of Title IX. These officials will evaluate the same and will send their recommendations to the Chief Executive of the academic unit where the complaint was filed within twenty (20) working days following the receipt of the report.

### 5.3 Right to request inhibition

5.3.1 Either party has the prerogative to request the inhibition of the person assigned to carry out the investigation, so that a new Investigator is appointed, when the requesting party of the inhibition understands that there is a conflict of interest. Interests, bias or any other situation that violates the objectivity and impartiality that is required in said investigation. The request must contain a list of the reasons and facts that justify it (see Appendix C).

5.3.2 This request will be submitted in writing to the Principal Executive of the academic unit, who after hearing the parties will adjudicate the matter within five (5) working days, from the date on which the request was received.

### 5.4 Resolution of the complaint without the need for a hearing

5.4.1 If during the investigation process the complainant party freely and voluntarily withdraws the complaint, the procedure will be considered terminated and the case will be filed (see Appendix B).

5.4.2 If it is apparent from the Investigator's report that there is not sufficient cause to believe that any violation of the provisions of Title IX was incurred, it shall be reported the

Systemic Legal Advice Office and to the Institutional Coordinator of Title IX, who will explain to the complainant, the determinations of fact and the legal grounds that serve as the basis for this conclusion.

5.4.3 The Director of the Systemic Legal Advice Office will ratify the report of the Investigator by means of a written resolution to that effect. Said resolution shall be notified to the parties and to the principal executive of the academic unit. It is the responsibility of the Director of the Systemic Legal Advice Office, once the report has been ratified and the resolution in accordance with the preceding paragraph has been notified, to summon in writing the complainant to comply with the requirements therein.

5.4.4 If the complainant agrees with this conclusion, the case will be considered closed. If, on the other hand, the complainant does not agree with this conclusion, she / he will have the right to appeal to the principal executive of the academic unit where the process began.

5.4.5 In all other cases, we will proceed in accordance with the Administrative View section of this document.

## 5.5 Administrative view

### 5.5.1 Precautionary measures

In cases where a complaint is referred for final adjudication to an Examining Officer, the Director of the Systemic Legal Advice Office and the Institutional Coordinator of Title IX can recommend the Chief Executive shall take precautionary measures to mitigate the immediate effect of the conduct that may constitute a violation of the provisions of Title IX. These measures may include, but are not limited to, suspensions of employment and salary, suspensions to students, prohibition of access to the campus, withdrawal of Internet access privileges, etc.

5.5.2 Designation of the Investigative Official

- 5.5.2.1 Once the recommendations of the Director of the Systemic Legal Advice Office and of the Institutional Coordinator of Title IX are received, the Chief Executive will designate an Investigative Official to attend the complaint within the next ten (10) calendar days.

5.5.3 Notification of the complaint

- 5.5.3.1 The Investigative Official will notify the defendant of his designation within fifteen (15) working days, from the date of his designation.
- 5.5.3.2 The notification may be made personally with proof of having been delivered to the defendant by email or certified mail with acknowledgment of receipt to the postal address or any other known recorded in the files of the University.
- 5.5.3.3 With the notification, the Investigative Official will enclose a copy of the presented complaint and will warn the defendant of his/her right to be represented by a lawyer or any other representative of his/her selection. It will also warn the defendant that not to file a response to the complaint in the jurisdictional term of ten (10) working days, counted from its notification or within the extension that has been granted, the Investigative Official will proceed to indicate and hold the hearing of the case in absentia and to discharge the rest of his/her responsibilities under these rules and procedures.
- 5.5.3.4 If the hearing is held in absentia, the participation of the party complained against shall be limited to witnessing the proceedings and examining the documentary or physical evidence presented against him/her. The accused party will not be allowed to present evidence of any kind.

5.5.4 Notification of Administrative Hearing

- 5.5.4.1 The Investigative Official will notify all parties about the holding of the administrative hearing within ten (10) calendar days of receiving the response to the complaint filed by the defendant.
- 5.5.4.2 The notification must be made no less than ten (10) working days before the date indicated for the holding of the hearing, which must be held within a term not exceeding thirty (30) calendar days, starting of the date of receipt of the response to the complaint.
- 5.5.4.3 The notification shall include the following information:
  - a. Date and time of the view
  - b. Place of hearing
  - c. Purpose of hearing
  - d. Advantages of attending the hearing and the disadvantages of not doing so
  - e. Procedural rights, such as: the right to be represented by a lawyer or any other person of your choice, interrogate, cross-examine and present testimony and / or documentary evidence

5.5.5 Request for suspension of hearing

- 5.5.5.1 The purpose of these rules and procedures is for the complaints presented to be adjudicated quickly and efficiently, but within a framework of fairness and equity. Therefore, requests for suspension of procedures will not be favored.
- 5.5.5.2 If either party requests the suspension of an indicated hearing, it must submit the request in writing to the Investigative Officer with, at least, five (5) working days in advance of the date of the hearing. Copy of the request must be notified to the other party within the same term. The request must contain the grounds that, in the opinion of the promoting party, justify that the remedy requested be granted (see Annex D)



5.5.5.3 The party requesting the suspension of a hearing shall appear before the Investigative Officer on the date and time indicated for the celebration of the hearing, unless prior notice has been received from the Investigative Officer granting the requested suspension. If the suspension has not been granted, the Investigative Officer will hold the hearing as it was cited.

5.5.6 The view

5.5.6.1 At the hearing, the Investigative Officer will guarantee all the parties the following rights, except in the event that it is held in default:

- a. Attend the hearing alone, accompanied and / or represented by a lawyer or any other representative of your selection.
- b. Hear all the testimony and examine all the documentary evidence presented at the hearing.
- c. Interrogate and cross-examine witnesses.
- d. Present all relevant testimony and documentary evidence to the complaint.
- e. Have and present as evidence documents relevant to the controversy in question that are under the custody of the University.

5.5.6.2 The procedures before the Investigative Officer will be recorded by him / her.

5.5.6.3 The Investigative Officer shall begin the hearing with a summary of the allegations of the complaint and explain the manner in which the hearing will be held.

5.5.6.4 During the hearing, the Investigative Officer shall have the authority to ensure that the procedure is conducted in a proper manner, including- without being interpreted as a limit to his powers to order a party, his lawyer, representative or any witness to keep silent and request any person who does not observe a respectable behavior to leave the place where the hearing is being held. The exercise of the faculties hereby granted to

the Investigative Officer shall be interpreted and applied in such a way that the parties are guaranteed due process of law.

- 5.5.6.5 At the hearing, only the parties, their representatives, and an official representing the academic unit may be present. The Investigative Officer will not allow the presence of people outside the procedures, except witnesses when they are providing evidence, and any person designated by them to assist them.
- 5.5.6.6 The University will initiate the presentation of the test at the hearing. Once the presentation of this evidence has been completed, the defendant will present his/her proof. Provided, however, that the Investigative Officer may alter this order as long as it deems convenient. The weight of the evidence with respect to all the elements related to the complaint filed will correspond to the complainant. The burden of proof with respect to any element of mitigating circumstances or any defense to the charges formulated shall correspond to the defendant.
- 5.5.6.7 The witnesses who will testify at the hearing, will take an oath before the Investigative Officer. Once sworn in, they will be removed from the room until the time of their declaration, unless the parties stipulate that the witnesses, or any of them, remain in the session hall while declaring others.
- 5.5.6.8 The Investigative Officer will issue his Resolution within the term of forty-five (45) calendar days from the date on which the hearing concluded. Said Resolution shall contain, among other information, the following:
  - a. The date and place where the hearing took place, the parties and / or representatives and witnesses who appeared at the hearing.
  - b. The allegations of the complaint exposed in a clear and concise manner.

- c. The determinations of fact based on the record of the hearing.
- d. The conclusions of law.
- e. The Resolution based on the determinations of facts and conclusions of law.
- f. The recommendations regarding the sanctions to be imposed, if applicable.

5.5.6.9 It shall be the responsibility of the Investigative Officer to notify the Resolution to the principal executive of the academic unit, to the Director of the Systemic Legal Advice Office, to the Institutional Coordinator of Title IX, to the parties and to the legal representative of the defendant if there was one. The notification can be done by mail or by email.

5.5.6.10 If the complaint was adjudicated in favor of the complainant, the principal executive will notify the defendant and its legal representative, if applicable, of its determination and the disciplinary sanctions that will be imposed within the term of ten (10) calendar days, by certified mail with acknowledgment of receipt.

#### 5.5.7 Disciplinary sanctions

5.5.7.1 The sanctions that may be imposed on a person found to be in violation of the provisions of Title IX are the following:

5.5.7.2 Teaching employees, non-teaching staff and non-university teaching staff

- a. Written warning
- b. Suspension of employment and salary for a term that will never exceed three (3) months.
- c. Dismissal will be imposed in consideration of the degree of the offense committed in accordance with what is expressed in the Resolution of the Investigative Officer.

5.5.7.3 Students

- a. Suspension from the University for a term not exceeding one year
- b. Suspension for a term greater than one year but not exceeding two years.
- c. Permanent expulsion from the University.

5.5.7.4 If, at the moment of determining the sanction, it entails suspension and the defendant had been suspended preventively, the final suspension that is determined will begin to count from the date that the preventive suspension began.

5.5.8 Appeal

5.5.8.1 Any party that does not agree with the final determination, may submit a written appeal to the President of the University within the next ten (10) working days of receiving a copy of the Resolution. This term is jurisdictional.

5.5.8.2 The President of the University must issue his decision within ten (10) business days following the presentation of the appeal, if any resolution is issued, it will be considered final and unappealable. If the President fails to take any action in relation to the appeal after the ten (10) days following its submission, it will be understood that it has been rejected outright.

5.5.9 Contractors

5.5.9.1 In the cases of contractors, suppliers, guests or visitors, the University will not be responsible for their acts unless the following conditions apply:

- a. that any improper conduct has been reported;
- b. be in a position to take action on such behavior;
- c. and do not take immediate and adequate corrective action in relation to the situation;

- d. In any case, the degree of control that the University can effectively exercise over the person will be taken into consideration.

#### 5.5.10 Interpretation

- 5.5.10.1 The provisions of these rules and procedures shall be interpreted as broadly as possible in light of their purposes and the set of rules that compose them and in harmony with the purposes of Title IX.

#### VI. Severability clause

The provisions of these rules and procedures are separable from each other, so that the declaration of nullity of any of them will not affect the others, which maintain their validity and effectiveness independently of those that have been declared null.

#### VII. Repeal and amendments

These rules and procedures repeal the normative document G-0615-041 and any other guidelines that are in conflict with the provisions herein. These rules and procedures may be amended by the President of the University.

#### VIII. Validity

These rules and procedures will be effective immediately.

#### IX. Approval

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Manuel J. Fernós  
President

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February 26, 2016  
Date (D-M-Y)

## COMPLAINT FORM – TITLE IX

**Narrative:** (What, Who, How, Where, Why, When)

**If you need additional space, please use the back of the Form.**

**Narrative:** (What, Who, How, Where, Why, When)

Signature of Complainant: \_\_\_\_\_ Signature of Academic Unit Representative: \_\_\_\_\_



COMPLAINT WITHDRAWAL FORM -- TITLE IX

Unit: \_\_\_\_\_

Request Date: \_\_\_\_\_

Name of Complainant: \_\_\_\_\_

Name of Defendant: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Date of Case Filing: \_\_\_\_\_ Case Number: \_\_\_\_\_

Cause for Withdrawal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With the signing of this document, I agree to desist from the complaint presented, freely and without feeling pressured, intimidated or coerced, by the Inter American University of Puerto Rico, the defendant or third party. With my signature, I am aware that the case will be filed as stipulated in the Normative Document to Attend Alleged Violations of the Provisions of Title IX.

\_\_\_\_\_  
Signature of Complainant





INVESTIGATOR INHIBITION REQUEST FORM – TITLE IX

Unit: \_\_\_\_\_

Request Date: \_\_\_\_\_

Name and Last Names of Investigator: \_\_\_\_\_

Employee Identification Number: \_\_\_\_\_ Department/ Office: \_\_\_\_\_

Position: \_\_\_\_\_ Telephone and Extension: \_\_\_\_\_

Name of Complainant: \_\_\_\_\_

Name of Defendant: \_\_\_\_\_

Date of Case Filing: \_\_\_\_\_ Case Number: \_\_\_\_\_

Reason for the Inhibition Request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Requester

**FOR OFFICIAL USE OF ACADEMIC UNIT MAIN EXECUTIVE**

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Granted: \_\_\_\_\_ Denied: \_\_\_\_\_

Reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Main Executive or Representative

\_\_\_\_\_  
Date



HEARING SUSPENSION APPLICATION FORM – TITLE IX

Unit: \_\_\_\_\_

Request Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Identification Number: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date and Time of Hearing: \_\_\_\_\_

Location of Hearing: \_\_\_\_\_

Date of Case Filing: \_\_\_\_\_

Case Number: \_\_\_\_\_

Reason to Request Suspension: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

OFFICIAL USE OF INVESTIGATIVE OFFICER

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Granted: \_\_\_\_\_ Denied: \_\_\_\_\_

Date of the new hearing: \_\_\_\_\_

\_\_\_\_\_  
Investigative Officer

Date: \_\_\_\_\_