



Sinte Gleska University

Faculty Handbook

Table of Contents

Letter from the President	5
Sinte Gleska University Mission Statement	6
Accreditation	6
1.0 Introduction	7
2.0 Full-time Faculty Duties and Activities	8
2.1 Faculty Activities	8
2.2 Teaching	8
2.3 Scholarship	8
2.4 Service	9
2.5 Rationale for Determining Duties and Activities of Full-Time Faculty	9
2.6 Basic Institutional Criteria	10
2.7 Duties of a Full-Time Faculty Member	10
2.8 Teaching Activities Required in a Definition of 12 Credit Hours Per Academic Semester	10
2.9 Ongoing Teaching Activities for Which Department Faculty Have Collective Responsibility	11
2.10 Teaching Distance Learning Courses	12
2.11 Course Development	12
2.12 Expectations for Distance Learning Courses	12

2.13	Faculty Expectations and Responsibilities	13
2.14	Faculty Compensation: Course Development	13
2.15	Faculty Compensation: Faculty Load Assignment	14
2.16	Required Activities of All Full-Time Faculty Members	15
2.17	Service Activities	16
2.18	Faculty Contracts	17
2.19	Regular, Full-Time Faculty Contracts	17
2.20	Regular, Full-Time Faculty Ranking	18
2.21	Lakota Studies and Indian Studies Ranking	20
2.22	Lakota Studies	20
2.23	Indian Studies Ranking	20
2.24	Promotional Steps	21
2.25	Administrative Augmentation	21
2.26	New Faculty Salary Determination	22
2.27	Determination of the Rank and Step for Current Faculty Members	22
2.28	Promotion Based on Evaluated Exemplary Experience	22
2.29	Method of Evaluation for Promotion	23
2.30	Process of Promotion Evaluation	23
2.31	Retention Decisions and Schedule of Notification	25
2.32	Process for Retention Decisions	25
2.33	Faculty retention decisions relative to non-performance of contractual duties.	25

2.34	Faculty Retention Decisions Relative, Educational	26
	Qualifications Deficiencies	
2.35	Non-Performance Related Retention Decisions-Layoff	26
2.36	Termination of Regular Faculty Contracts	27
3.0	Regular Faculty Academic Year	27
3.1	Annual Leave	28
3.2	Sick Leave	28
3.3	Administrative Leave	29
3.4	Benefits	29
3.5	Leave Without Pay	29
3.6	Continuing Education	29
3.7	Sabbatical Leave	30
4.0	Computer and Network Usage Policy	30
5.0	Intellectual Property	32
5.1	Scope	32
5.2	Definitions	32
5.3	Copyright/Copyrightable	32
5.4	Intellectual Property	33
5.5	Patent/Patentable	33
5.6	Presumption of Ownership	33
5.7	Use of Funds from Sale of Intellectual Property	34
5.8	Obtaining Copyrights, Patents or Trademarks	34
5.9	Development Obligations	34

6.0	Sexual Harassment	35
6.1	Policy Statement	35
7.0	Sample Faculty Document	37
7.1	Sample Faculty Contract	38

PRESIDENT'S MESSAGE--2010

As President of Sinte Gleska University, I am proud to share with you a brief summary of our progress and goals as we enter our fifth decade of service to the Sicangu Lakota Oyate dating back to 1970. A number of our current faculty and staff, including myself, were employees during those earliest years of institutional operations and remember the challenges, primarily in terms of facilities and funding, that consistently confronted us as we transitioned from Rosebud College Center to Sinte Gleska Community College to Sinte Gleska College and finally to Sinte Gleska University. As always, at the center of our evolution was the vision of our ancestors and founding body accompanied by the mandate to design and offer appropriate programs and opportunities on behalf of tribal members and tribal communities on the Rosebud Reservation.

In 2009 Sinte Gleska University engaged in a community information gathering process over a 2 month period in which we visited all 20 tribal communities on the Rosebud Reservation. Information gathered during said visits will be utilized by Sinte Gleska University for strategic planning efforts in conjunction with our purpose to help strengthen our tribal nation for the benefit of forthcoming generations. At these community meetings (entailing approximately 135 hours of discussion and nearly 1,000 comments from community members) tribal members expressed their concerns relative to health, housing, law and order, enrollment, cultural preservation and education matters along with other key issues affecting their individual lives and our tribal nation as a whole. In particular, tribal members addressed perceived needs and priorities for realizing community growth and development that correspond to the best interests of their children, grandchildren and families. In each case, communities called for the expansion of tribal higher education program delivery that would allow for Sinte Gleska University to advance our leadership and advocacy roles throughout the entire boundaries of the Rosebud Reservation.

In closing, be assured that we at Sinte Gleska University remain committed to critical concepts and initiatives such as language preservation, educational ownership, economic growth and entrepreneurship and tribal government reform. We will seek new avenues of funding for academic program implementation and additional facilities construction. Most importantly, we will continue to embrace the Lakota virtues and values set forth in our mission statement in order to provide our Sinte Gleska University students with a direction and determination to gain personal and professional empowerment and to therein attain a greater level of overall tribal autonomy in the future.

We express our appreciation and gratitude to the Sicangu Oyate for their continued support and also to the Rosebud Sioux Tribal Council for the same and to the SGU student population for their continued attendance and to the faculty and staff for their involvement. Mitakuye Oyasin.

Lionel R. Bordeaux
President

Sinte Gleska University Mission Statement

Sinte Gleska University strives to build a healthy tribal nation and sustain cultural identity by developing critical-minded lifelong learners who promote dialogue and analysis, value diversity and provide leadership.

Accreditation

Sinte Gleska University is fully accredited in its academic programs by the Higher Learning Commission. The North Central Association is one of six regional accrediting associations in the United States. Through its Commission it accredits, and thereby grants membership to educational institutions in the nineteen-state North Central Region. The Commission on Institutions of Higher Education is recognized by the Secretary of Education and the Committee on Recognition of Postsecondary Accreditation (CORPA). The address for NCA is as follows:

The Higher Learning Commission
230 South LaSalle St., Suite 7-500
Chicago, IL 60604-1413
Phone: 800-621-7400
Fax: 312-263-7462
info@hlcommission.org



1.0 Introduction

The Sinte Gleska University Faculty Handbook is provided to all faculty and administrators to explain faculty policies and procedures. Topics include:

- faculty duties and activities
- contracts
- benefits
- evaluation
- academic freedom
- employee assistance
- health and wellness
- recognition
- research, and
- administrative/faculty relations

For further information refer to the Sinte Gleska University Catalog, the Student Handbook, and/or the Personnel Policies and Procedures.

2.0 Full-time Faculty Duties and Activities

2.1 Faculty Activities

The duties of a full-time faculty member are divided into three categories of activities:

Teaching
Scholarship
Service

2.2 Teaching may include the following activities:

- Classroom instruction, preparation, and supervision
- Community instruction such as teaching at a site other than Mission, such as teaching in White River, St. Francis, Winner
- Laboratory design, preparation, instruction, supervision, and other associated responsibilities
- Internship and practicum supervision and evaluation
- Measurement of student performance, including the preparation, administration, grading, and evaluation of tests, papers, and examinations and the reporting of grades
- Conferences with, and academic advisement of, students outside of their registration needs
- Coordination, supervision, and evaluation of student research
- Coordination and supervision of student activities directly related to the academic program such as supervising a journalism club, debate team, or intramural athletic team
- Coordination and supervision of academic programs
- Experiments in teaching methods and teaching-oriented research
- Writing letters of recommendation for students
- Selection and procurement of books, films, and other materials for classroom or laboratory use
- Periodic evaluation of library holdings and recommendations of books to be ordered by the library
- Development of new courses and programs of study

2.3 Scholarship may include the following activities:

- Ongoing research which leads to the discovery of new knowledge or new applications of existing knowledge
- Ongoing research intended to lead to publication in scholarly journals or books
- Ongoing reading and research to maintain proficiency and growth in one's field of professional specialization
- In the case of fine or performing arts, regular practice and performance to maintain and develop professional skills
- Research intended to lead to the preparation and presentation of a scholarly paper to a professional society or a paper in one's field of specialization to any group
- Editing professional journals and serving as a reference of manuscripts that have been submitted to a journal
- Reviewing texts in one's field of specialization for publishers
- Attending and participating in meetings, conferences, and conventions of professional associations
- Writing proposals for financial support of research or other projects including academic institutes or workshops
- Consulting with the faculty on research proposals or projects
- University-connected consultation or discipline-connected community service

2.4 Service may include the following activities:

- Service on departmental, academic affairs, or University committees
- Participation in University-sponsored activities such as recruiting students and graduation activities
- Interviewing and screening candidates for faculty and staff appointments
- Coordination, advisement, and supervision of student organizations or student activities not directly related to academic programs
- Advisement and counseling of students during registration periods
- Participation in University-sponsored community service or community projects
- Taking inventory of equipment and supplies
- Service as a designated representative of the University
- Participation in community-sponsored activities held in conjunction with the University

2.5 Rationale for Determining Duties and Activities of Full-Time Faculty

The listing of activities included under teaching, scholarship and service represent a range of acceptable activities defining a full-time member's position. It is understandable that such a list does not represent a listing of required duties and activities each having equal weight.

The listing of activities should be considered fluid within a definition of full-time.

The categories of teaching, scholarship and service can also be perceived as fluid from year to year; for example, a particular faculty member may be intensely involved in course development or research one year and have no involvement in these activities the following year.

The challenge is to determine institutional, departmental and individual criteria for establishing parameters and priorities on the categories and on activities within the categories.

2.6 Basic Institutional Criteria

- All full-time faculty members are responsible to engage in activities associated with teaching, scholarship, and service.
- As a tribally-chartered, Indian-controlled institution, Sinte Gleska University emphasizes teaching effectiveness, and utilizing content that is relevant to the student, and the University's focus on the communities it serves.

2.7 Duties of a Full-Time Faculty Member

In determining the parameters and priorities of duties and activities of full-time faculty members, this proposed definition emerges from the primary teaching role of faculty members teaching a minimum of 12 credit hours per semester.

2.8 Teaching Activities Required in a Definition of 12 Credit Hours Per Academic Semester

All of the faculty activities listed under teaching, scholarship, and service are required, regardless of the amount of credit hours taught. All activities are deemed necessary regardless of assigned teaching load.

All faculty members are required to be engaged in classroom, off-campus, community and/or laboratory preparation, instruction, and supervision associated with a minimum of 12 credit hours. Required activities included are the following:

- Assessment of student performance, such as the preparation, administration, grading and evaluation of student work, and the reporting of grades;
- Development of course syllabi and preparation for teaching; conferences with, and academic advisement of, students outside of their registration needs;
- Coordination, supervision, and evaluation of student research beyond regular course requirements where applicable;

- Selection and procurement of books and other teaching materials for classroom use and the periodic evaluation of library holdings and recommendations of books to be ordered.

2.9 Ongoing Teaching Activities for Which Department Faculty Have Collective Responsibility

These teaching activities are not required of each and every individual faculty member, but the department collectively defined has responsibility for the accomplishment of these activities. There exist two mechanisms for the accomplishment of these activities by individual faculty or committees. Depending on the amount of time spent by individual faculty members, activities listed below can be considered in lieu of *part of* the 12 credit hours instruction time requirement, proportionally. No faculty members should teach more than 12 hours per semester.

The following activities can, if desired, be considered the responsibility of Department Chairpersons. If accomplished through Committee assignments, faculty members can consider these activities as Service Activities:

- Coordination and supervision of academic programs within a department including departmental administrative work;
- Development of new courses and programs of study.

The following teaching activities are also ongoing teaching activities for which department faculty have collective responsibility and should be considered in the same manner as the two listed above. These activities, however, can vary from department to department and are not inclusive of all possible activities of this type. Activities include:

- Student teacher internship and practicum supervision and evaluation of field placement supervision.
- Coordination and supervision of student activities directly related to the academic program, such as supervising a journalism club, debate team, intramural athletics, etc.

2.10 Teaching Distance Learning Courses ---- NEEDS TO BE UPDATED

Distance Learning courses at SGU are designed for those students who are unable to schedule traditional courses offered at the campus or regional sites, or who need to work independently to pursue academic goals outside of the traditional classroom. Distance learning courses are an alternative to courses taught on campus and provide the same quality and equivalent content as do on-campus courses. Since the Distance Learning courses may not provide the same time-and-place bound structure as do traditional classroom courses, students who enroll should be strongly self-motivated and have the ability to organize and utilize their learning time effectively.

Students will **not** be allowed to take the following courses through distance learning: Lakota language (all levels) and all freshman courses (English I and II, Speech Communications, Survey of Alcohol and Drugs, Math, Biology, and Chemistry). Exceptions to the freshman courses taken online may be made upon individual assessment of the student's ability to benefit, or a course taken at another institution for transfer credit to SGU. An assessment and approval must be made by (1) the faculty member teaching the distance learning course, and (2) the department chair/dean.

2.11 Course Development

The following criteria are used as guidelines for determining which courses should be developed:

- Potential Enrollment: Is there a documented interest in the course and does it appeal to a general student audience?
- Potential Longevity: Will the course sustain itself over the long term (2-4 years) in interest and content, without major revision?
- Adaptability to Distance Learning Delivery: Is the delivery style appropriate for course content and is the course comparable in quality and content to similar classroom courses?
- Cost: Is the cost of development reasonable and will delivery of the course be cost-effective?

2.12 Expectations for Distance Learning Courses

- Content equivalent to classroom courses
- High quality media components
- Ample opportunity for student/faculty interaction
- Appropriate course outline or student guide
- Specific measurable learning outcomes
- Appropriate learning activities
- Methods of evaluating student performance
- Support material (texts or other printed materials)
- Orientations to distance learning and the course
- Credentials of faculty equivalent to credentials of faculty teaching traditional classroom courses

2.13 Faculty Expectations and Responsibilities

Faculty who are responsible for distance learning courses must ensure the academic integrity of the course and must provide for a positive learning experience. Specifically, faculty are responsible for:

- Course development and/or revision
- Evaluation of student performance
- Grading and maintaining student records
- Providing opportunity for interaction with students (conferences, voice mail, orientations)
- Maintaining posted office hours
- Cooperating with office or laboratory personnel who administer tests or learning activities

2.14 Faculty Compensation: Course Development

Faculty may be compensated for the development of a Distance Learning course in the form of release time. The amount of release time assigned will vary depending on the nature of the course and the faculty effort required to develop it. Typically, release time would be awarded in the following manner:

- 3 credits (1 semester) for courses which require substantial faculty preparation of learning materials (video tapes, audio tapes, computer programs, televised lectures, **new** paper based independent courses, or other similar learning materials).
- 2 Credits (1 semester) for courses which require substantial adaptation of externally prepared materials (commercial audio or video tapes, computer programs, etc.)

Release time may be awarded to either full-time or part-time faculty. Additional release may be awarded for some course development projects which have an unusually large scope.

2.15 Faculty Compensation: Faculty Load Assignment

Based on the course outline and other information provided or requested and the criteria specified in the Determination of Distance Education Course Level chart (see below), the Department Chair determines the Level of a given distance education course.

The first time a distance education course is offered or if substantial course revision occurs, for faculty load purposes, the course is considered to be at Level III. This assignment is made because enrollments are often low the first time a course is offered and needs for refinement or adjustments are discovered in the instruction process.

The faculty load (in credits and/or contact hours) for a Level I or Level II course is determined by pro-rating based on enrollment; that is, multiplying the course credits and/or contact hours by the ration of actual enrollment to minimum enrollment.

If the enrollment falls below the minimum for the assigned Level, four actions are possible: (1) the course may be taught at the indicated reduced load assignment; (2) the enrollment in that course may be combined with the enrollment in another course of the same Level to exceed the minimum for a full work load assignment for the combined courses (borrowing enrollment); (3) the enrollment in that course may be combined with the enrollment in the same course in a subsequent semester to exceed the minimum for a full work load assignment for the combined courses; or (4) the course may be cancelled.

If the enrollment in a course is more than twice the minimum for the assigned Level, two actions are possible: (1) the course may be taught as a single course with full credits and/or contact hours, or (2) the course may be split into two sections with appropriate credits and/or contact hours for each. The decision to divide a given class or not will be made by the division chair in consultation with the faculty assigned to that course and will be based on factors such as enrollment, the faculty's total load, and the faculty's overall productivity.

A Level III course is considered to be the same as a traditional classroom course; course loads are assigned in the usual manner.

Variables	Level I	Level II	Level III*
Course Preparation/Delivery	Traditional Home Study	On-line Computer Courses	Compressed Video/Satellite Courses
Minimum Enrollments	20 students	16 students	Same as Traditional Classroom

* The first time a course is offered or if a major revision of course materials is implemented, the course is considered to be Level III.

2.16 Required Activities of All Full-Time Faculty Members

- Ongoing readings, research, and continuing education to maintain proficiency in one's field of professional specialization. In the case of fine or performing arts, regular practice and performance to maintain and develop professional skills.
- Consulting with faculty on research proposals or projects.

With other scholastic activities listed below, faculty members may be involved in any one or combination of activities as a general practice and, for the most part, these are *not* to be considered in lieu of teaching duties associated with 12 credit hours of instruction:

- Ongoing research intended to lead to publication in scholarly journals and reviews of manuscripts for publication.
- Research intended to lead to the preparation and presentation of a scholarly paper to a professional society or a paper in one's field of specialization to any group.
- To serve as a reference of manuscripts that have been submitted to a journal.
- Reviewing texts in one's field of specialization for publishers.
- Holding office or membership in professional organizations.
- Attending and participating in meetings, conferences, and conventions of professional associations.
- Writing proposals for financial support of research or other departmental projects including academic institutes or workshops.
- University-connected consultation or discipline-connected community service under the existing University policy where a person is given up to two days of administrative leave per month for consulting purposes.

The following scholarship activities can be considered *in lieu of 12 credit hours of instruction* proportionally, depending on the amount of time committed to work.

- Substantial research which leads to the discovery of new knowledge or new applications of existing knowledge if requiring an intensive definable period of investigation or production of results.
- University-connected consultation or discipline-connected community service, editing professional journals, and writing books.

2.17 Service Activities

Required activities of all full-time faculty members:

- Service on departmental, academic affairs, and/or University committees.
- Interviewing and screening of candidates for faculty and staff appointment.
- Advisement and counseling of students during registration periods.

These activities, though required, are periodic in nature and a standard for the fair apportionment of work load associated with these activities needs to be established. As a standard, each department should fairly portion these types of activities, which are within the department's arena. In addition to departmental service activities listed above or the activities, which are not required of every faculty member, all faculty members should serve on one committee of the University outside of the department.

The following are service activities which are not required of all faculty members but which indicate a present or future need for faculty involvement. The accomplishment of these activities can be considered a collective responsibility of faculty and/or staff and faculty. These activities also need to be fairly divided and/or be accomplished by faculty and staff volunteers:

- Participation in University-sponsored activities such as recruiting students, graduation activities, etc.
- Coordination, advisement, and supervision of student organizations or student activities not directly related to the academic programs.
- Participation in University-sponsored community service or community projects.
- Taking inventory of equipment and supplies.
- Service as a designated representative of the University.
- Participation in community-sponsored activities held in conjunction with the University.

2.18 Faculty Contracts

There are two types of faculty contracts for Sinte Gleska University:

- Regular, Full-Time Faculty Contracts; and
- Instructor Contracts:
 - a. Adjunct and Visiting Instructors;
 - b. Annual, Part-Time Instructors;
 - c. Semester, Part-Time Instructors.

2.19 Regular, Full-Time Faculty Contracts

Regular Faculty Contracts are entered into between a faculty member and the Board of Regents at the initiation of employment or, in the case of faculty employed for an

academic year, the contract is entered into on August 1st of that academic year. The contract will specify the following:

- (1) the yearly full-time base salary of the faculty at the initiation of employment or August 1st of the academic year;
- (2) the Academic Rank of the faculty member and the Academic Department in which s/he is employed;
- (3) an Agreement to follow all provisions of the *Sinte Gleska University Faculty Handbook* affecting Regular Faculty Members, and all subsequent revisions which affect the current or following academic year;
- (4) other unique provisions relative to a specific employee not contradictory to the *Sinte Gleska University Faculty Handbook*, such as an agreement on the part of a faculty members to achieve an advanced degree by a certain date, or an agreement on the part of Sinte Gleska University to provide moving expenses, etc.

This Regular Faculty Contract is negotiated once and will not be written year to year. Yearly adjustments in salary and/or specific work-related duties and activities will be processed according to faculty policies and procedures affecting retention decisions, evaluation, and/or promotion decisions, and according to principles and policies determining the duties and activities of full-time faculty members as stated within the *Sinte Gleska University Faculty Handbook*.

The device for this yearly process will be a yearly appointment document provided to faculty on May 15th. The appointment document will state the following:

- (1) the adjusted annual full-time faculty base salary reflecting cost-of-living and/or promotional increases, if any, on the previous base salary;
- (2) any Administrative Augmentation salary (usually for Department Chairpersons);
- (3) specification of adjustment of full-time faculty duties and activities not affecting salary levels;
- (4) specification of ten (10) and eleven (11) month academic calendars; and
- (5) adjusted annual salary.

The yearly appointment document will carry the signature of the Chairman of the Board of Regents or official designee. The faculty member's signature on the appointment document dated May 30th of the academic year shall constitute a Statement of Intent by a faculty member to work the coming academic year.

2.20 Regular Full-Time Faculty Ranking

The Regular Full-Time Faculty are divided into three (3) Ranks, each with six promotional steps.

I. Rank A: Ph.D., Ed.D., J.D., M.F.A. or other Terminal Graduate Degree

Promotional Steps

Step I: No experience

Step II-VI: Minimum of two years of evaluated exemplary experience in prior step.

II. Rank B: M.A., M.S., or B.S. plus an R.N. Degree

Promotional Steps

Step I: No experience

Step II: 10 additional graduate credits and/or minimum of two years of evaluated exemplary experience in prior step; or

9 credits in Lakota Language and a minimum of two years of evaluated exemplary experience in prior step.

Step III: Same as Step II.

Step IV: Same as Step II.

Step V: A 2nd Master's level degree if in a collateral field of 1st Master's, or if in a teaching field of Sinte Gleska University, a candidate for a Ph.D. level degree, an M.A. degree with an R.N.; or a minimum of two years of evaluated exemplary experience in Step IV.

Step VI: Minimum of two years of evaluated exemplary experience in Step V.

III. Rank C: B.A., B.S. Degree

This rank has two types of instructional personnel: Restricted and Unrestricted.

Restricted Rank C B.A., B.S. level instructional personnel teach courses for Sinte Gleska University which require a Master's level degree. Each instructor must be formally approved to teach the course by the Academic Affairs Committee. Each restricted instructor must agree to make regular progress towards a Master's level degree or be terminated as an employee. Regular progress is defined as the accomplishment of 15 additional graduate credits within a formal degree program, for each two-year period of time. This standard is the sole basis for promotion within Rank C and the minimum standard for retention of a Restricted Rank C faculty member.

Promotional Steps

- Step I: No experience. Maximum employment period of two years in Step without a promotion.
- Step II: 15 additional graduate credits, maximum employment period of two years in step without promotion.
- Step III: 15 additional graduate credits for a total of 30 credits above a B.A., B.S. level degree in Step without promotion.
- Step IV: 15 additional graduate credits for a total of 45 credits above a B.A. level degree plus a positive determination of a M.A. level degree in two years. Maximum employment period of two years without promotion to Rank B.

Unrestricted Rank C, B.A., B.S. Instructional Personnel teach courses for Sinte Gleska University which do not require a Master's level degree. The standard for promotion through six (6) steps within Rank C is the same as for Rank B, ten (10) additional graduate credits and/or a minimum of two years of evaluated exemplary experience.

Promotional Steps

- Step I: No experience
- Step II-VI: 10 additional graduate credits and/or a minimum of two years of evaluated exemplary experience in prior step.

2.21 Lakota Studies and Indian Studies Ranking

2.22 Lakota Studies

The ranking criteria applies to all regular faculty of the University with the exception of the faculty members teaching a course whose content is *primarily* composed of Traditional Lakota/Dakota knowledge incumbent in the Lakota/Dakota language and culture indigenously learned.

The Lakota Studies Department Chair, in cooperation with the Lakota Studies faculty, shall determine, based on developed criteria, whether a faculty member's knowledge of Lakota/Dakota language and culture is described by the criteria for Rank A, Rank B, or Rank C. Once assigned a Rank, Lakota/Dakota Studies Regular Faculty will be subject to all the full-time duties and activities and all other provisions of the Sinte Gleska University Faculty Handbook.

If a Lakota/Dakota Studies prospective faculty member is unable or does not desire to fulfill the full definition of full-time regular faculty duties and activities, an Instructor's contract should be written accordingly.

2.23 Indian Studies Ranking

Faculty members whose Indian Studies courses are not directly related to the teaching of Traditional knowledge incumbent in the culture and language of Lakota/Dakota people require for ranking, regular University undergraduate and graduate degrees usually in the disciplinary field of Indian Studies instruction such as History, Philosophy, Literature, Sociology, Education, etc.

Demonstrated and accepted competence in Lakota/Dakota culture and language, and significant national, regional, or local experience in Indian Affairs or Indian community life can be used to two promotional steps within a Rank but not for ranking of Indian Studies faculty.

Similarly, faculty members teaching non-Lakota/Dakota Studies or Indian Studies courses can use demonstrated and accepted knowledge in Lakota/Dakota culture and language and Indian Studies, or national, regional, or local experience in Indian Affairs to the extent that such experience is academically relevant to a faculty member's courses, for up to two promotional steps within a Rank.

2.24 Promotional Steps

Promotion on the basis of the accomplishment of the required minimum graduate credits for a full step shall occur for the next Academic year after accomplishments.

Promotion on the basis of evaluated exemplary experience requires a minimum of two (2) years' experience within a particular step. Promotion after two (2) years is not automatic and requires a formal evaluation within the University resulting in a positive recommendation to the Board of Regents, who will make the final determination.

The accomplishment of the required minimum graduate credits for a promotion will not indicate in and of itself the intention of Sinte Gleska University to retain an employee for employment. Retention decisions shall be considered distinct from promotion based on increased educational level.

2.25 Administrative Augmentation

Regular Full-time Faculty members who assume administrative duties within the University, such as acting as Department Chairperson, will receive in recognition of these duties, a reduction in course load and an Administrative Augmentation to their annual Base Salary of between \$500. To \$1,500.

Salary increases and promotional consideration affecting salary will be awarded to the Annual Base Salary of the employee as a Regular Faculty member. When a faculty member returns to full-time teaching, the Administrative Augmentation will be withdrawn from the salary of the employee.

2.26 New Faculty Salary Determination

The salary systems listing the minimum salary levels for each Rank and the promotional standard within each Rank shall be used to determine the salary for a candidate for a Regular Full-Time Faculty position.

The salary shall be determined on three steps:

1. Determine the minimum salary level for the candidate on the basis of minimum education level for Rank;
2. Evaluate the total experience plus additional education level above minimum salary level for Rank, and determine the total number of years of exemplary experience. The total number of years granted to an employee should be divided by two and then multiplied times the promotional increment for the Rank. This figure should be added to the minimum salary level;
3. Evaluate the knowledge of Lakota/Dakota language and culture, and the knowledge of Indian Studies and/or contemporary Indian Affairs if related to teaching field and determine the amount of credit to be awarded to faculty member. A maximum of two promotional steps can be awarded. This figure should be added to the salary.

New faculty will be assigned on the basis of criteria and salary calculation a specific Rank and Step which cannot be changed once the contract is signed except according to the provisions and procedures established for promotion and salary increase.

2.27 Determination of the Rank and Step for Current Faculty Members

Faculty members of Sinte Gleska University retained for employment during each academic year will be assigned a specific Rank and Step, using the criteria for Rank and Steps. The criteria established for the Ranks and Steps shall be the sole basis for determining the equity of salary levels between current employees. Salary level equity will be determined once through the determination of the specific Rank and Step for current employees and the awarding of the appropriate salary level for the academic year.

2.28 Promotion Based on Evaluated Exemplary Experience

Criteria for promotion based on two (2) year minimum evaluated exemplary experience:

- For evaluative purposes, teaching activities will be evaluated 50%, scholarship activities 25%, and service activities 25%, unless the contractual duties are adjusted according to the Definition of Full-Time. In such cases, different evaluative percentages will be assigned accordingly.
- All required activities under teaching, scholarship, and service of faculty members will be evaluated on the basis of the quality of performance of activities.
- The accomplishments or performance of activities not required under teaching, scholarship and service will be considered for promotional purposes but not in lieu of required activities determined by faculty contracts.
- The standards for quality performance will be inclusive within the faculty. Quality performance will be a relative judgment between similarly qualified faculty members performing similar work at Sinte Gleska University.

2.29 Method of Evaluation for Promotion

1. All faculty members will develop and submit a full listing and description of all teaching, scholarship, and service activities accomplished during the year.
2. On a separate sheet, faculty members will provide comments evaluating himself/herself listing the quality performance activities and the accomplishment of non-required activities s/he wishes to be considered for evaluation purposes.
3. Faculty members may submit documentation including the following:
 - a. Student evaluations, or other forms of reference;

- b. Course outlines and syllabi;
- c. Copies of speeches or articles presented at conferences or published.

This latter documentation is not required but may be submitted as a faculty member sees fit.

2.30 Process of Promotion Evaluation

Faculty members are eligible for promotion after a minimum of two years in a Step or after the accomplishment of the educational level requirements of a Step.

Faculty members are solely responsible for notifying the University of the accomplishment of the educational level requirements for promotion to another Step. Failure to formally notify the University by May 1st of an academic year will exclude a faculty member from a promotion for the following year. Educational level requirements must also be formally accomplished by May 1st for promotion to another step for the following academic year.

Faculty members eligible for promotion on the basis of experience must formally apply for promotion through the submission of the required forms of Faculty Documentation to the Academic Affairs Office by May 1st of an Academic year. This would be the May 1st of the 2nd academic year after a promotion or yearly after a minimum of two years in a particular Rank and Step. Faculty members are not required to submit Forms of Documentation unless they request consideration for promotion. Failure on the part of a faculty member to submit a form request for promotion by May 1st will bar a faculty member from consideration for promotion to a higher step for the following academic year.

Formal requests for promotion will be evaluated according to the following procedures:

1. Faculty Evaluation Committees

Faculty members holding a higher Rank than the employee seeking promotion will meet to evaluate the documentation submitted by a faculty member.

2. Academic Vice President

The Academic Vice President will review the materials and consider the recommendation of the Faculty Evaluation Committee. The Academic Vice President can either support or reject the recommendation of the Faculty Evaluation Committee. The Vice President is required to provide a rationale supporting or rejecting promotion.

3. Central Administration Review

The academic Vice President is required to inform the Central Administration of the University of the results of both the Faculty Evaluation Committee recommendation and his own determination.

All information and judgments relative to promotion will be submitted to the Board of Regents for final determination. Faculty members will be informed of the results of the process through the annual appointment document provided faculty members on May 15th.

2.31 Retention Decisions and Schedule of Notification

All faculty members are contracted for a twelve (12) month academic year beginning August 1st and ending July 31st.

After the initial contracting of a faculty member by Sinte Gleska University the following systems shall apply relative to retention of a faculty member by Sinte Gleska University for the future academic years.

Faculty members will be notified by Sinte Gleska of the University's intention to retain a faculty member for the next Academic year according to the following schedule:

- 1st and 2nd year faculty - May 15.
- 3rd and 4th year faculty - March 15.
- 5th year plus faculty - December 31.

Judgments relative to faculty retention will be made according to provisions in the section on Faculty Evaluation.

All faculty members will notify Sinte Gleska of their intention to remain employed by Sinte Gleska for the next Academic year by May 30th.

The notifications given and received by Sinte Gleska University and its faculty shall constitute an obligation to employ on the part of Sinte Gleska a faculty member for the following Academic year and an obligation on the part of a faculty member to work for the following Academic year, August 1 - July 31.

2.32 Process for Retention Decisions

Retention decisions will be made according to the following process and criteria.

2.33 Faculty retention decisions relative to non-performance of contractual duties.

Retention questions can be initiated, supported or depended by members of the University community including students, administration and/or faculty members. In all such cases involving initiated action against the retention of a faculty member, such action shall be constituted through a formal notification to the Academic Vice President two weeks prior to the notification schedule unless independently directed by the Board of Regents.

In the absence of initiated action the Academic Vice President will review the work records of faculty members to determine the extent to which faculty members have fulfilled contractually defined duties and activities.

If the review of the Academic Vice President is negative the Academic Vice President will inform the faculty member one month prior to the notification date. The faculty member will be given two weeks in all cases in which to initiate an appeal.

The appeal will be heard by the Academic Affairs Committee with a member of the student council fully participating and the Academic Vice President not voting. The Committee will make a final recommendation to the President of the University and the Board of Regents.

2.34 Faculty Retention Decisions Relative, Educational Qualifications Deficiencies

If a faculty member has entered into a faculty contract with the provision that the faculty member will achieve an advanced degree in a stated period of time, non-fulfillment of this educational provision will result in the non-retention of a faculty member on a faculty contract.

(Also see: Rank C-Restricted B.A., B.A. level Degrees.)

2.35 Non-Performance Related Retention Decisions-Layoff

Sinte Gleska reserves the right to lay off faculty members due to budgetary or student enrollment reasons. In non-performance related retention decisions the notification schedule will not apply. Faculty members will be informed of non-performance related retention decisions by May 15th of the Academic year.

Sinte Gleska will make non-performance retention decisions on the basis of a combination of seniority and Rank where the requirements of degree programs, budgetary, and enrollment needs provides a choice among the faculty for non-retention according to the following system of points.

Rank A	3 points
Rank B	2 points
Rank C	1 point

Length of Service

5 years plus	3 points
3 - 4 years	2 points
1 - 2 years	1 point

2.36 Termination of Regular Faculty Contracts

Faculty members can be subjected to a non-retention decision by the Board of Regents for the following reasons:

1. Political activities - defined as campaigning, petitioning, and/or utilizing the classroom and/or University revenues directly or indirectly including faculty time (xeroxing) engaging in partisan political activities.

Nothing in section 1 shall hinder a faculty member from engaging in political analysis for a clearly institutional purpose nor shall faculty members be accountable for political, ideological, philosophical, or moral viewpoints expressed in classroom lectures or readings to the extent that faculty do not hold students accountable to hold such viewpoints in terms of grades or ability of students to participate in the classroom.

2. Immoral or illegal behavior committed in the work setting. The Board of Regents can vote to not retain a faculty member for immoral or illegal behavior committed in the work setting or affecting University resources or property. The standards for defining illegal behavior shall be the Rosebud Sioux Tribal Criminal Code. Immoral and illegal behavior committed outside the work setting and not affecting University resources or property shall not in and of itself constitute grounds for dismissal unless such behavior affects the ability of a faculty member to perform his duties and activities. In such cases the Board of Regents shall ask that a retention evaluation be conducted according to the process of review and appeal established to make recommendations to the Board of Regents.
3. Substantial non-compliance of minimal duties and activities. The Board of Regents can at any time request the Academic Vice President to conduct a retention review for faculty members who despite earlier favorable retention decisions have not complied with contractual obligations.

3.0 Regular Faculty Academic Year

The Academic year for faculty begins on August 1st and classes begin the last week of August. Faculty will be present in August for all academic and registration advising of students and University or department meetings.

The Summer Session is divided into two (2) periods, four weeks in June (SS I) and four weeks in July (SS II) after the 5th of July. Faculty members will work according to the definitions of full-time faculty activities and duties for Fall semester, Spring semester, plus either the June or July summer sessions of each Academic year.

Depending on the summer session in which faculty members work, the other month will be considered vacation. If faculty members wish to have a ten-month academic work year, the annual base salary of the faculty member will be reduced by 1/12 determined May 30 of the prior Academic year.

3.1 Annual Leave

Regular Full-time Faculty members will not be granted Annual leave during a faculty member's 10 or 11 month Academic work year. All vacation time incumbent within the University's present Leave policy is granted either for the month of June or July.

3.2 Sick Leave

Faculty members are expected to meet all classes formally scheduled. If a faculty member is occasionally sick and unable to meet a scheduled class, the faculty member is obligated to arrange for a substitute or an individual to cover the class or to arrange to make up for lost instruction time or other acceptable device to insure student progress in the course. Each department is required to develop a policy affecting all faculty in the department which guarantees that each officially scheduled class is met or in the case of illness, students are formally provided either a substitute teacher or a contact with an individual who will inform the class that the instructor will not be present, and will provide students with any assignments or class information intended for the meeting.

If a faculty member is advised of a lengthy illness by a doctor requiring a lengthy absence from class, the faculty member is required to formally advise both the Department Chairperson and the Academic Vice President of the situation.

In the case of lengthy illness where a faculty member's salary is covered by insurance the University can use the salary line of a faculty member to hire a part-time instructor to cover the course during the illness. This instructor would be a member of the Regular Full-Time Faculty who agrees to cover the course during the illness of the faculty member.

In the absence of insurance to cover the salary of prolonged illness, it is recommended that after a full week of illness, a faculty member be compensated as follows:

2 nd week	full pay sick leave - 40 hours;
3 rd week	1/2 pay sick leave - 20 hours;
4 th week	Leave Without Pay.

3.3 Administrative Leave

Faculty members will receive Administrative Leave as follows:

Labor Day
Veteran's Day
Christmas Week to January 2nd
Easter Break
Spring Break
Thanksgiving

All other Administrative leave to attend conferences, workshops, funerals, etc. must have prior Administrative approval and in all cases, faculty members must make all appropriate arrangements to cover any classes missed.

3.4 Benefits

Professional Development benefits for Sinte Gleska University faculty are currently provided through the solicitation of outside grants. Information on benefits available to all Sinte Gleska University employees is available from the personnel office.

3.5 Leave Without Pay

Senior faculty members are allowed to take up to a full year's leave without pay after three (3) years of continuous employment at Sinte Gleska. A formal request for leave must be submitted prior to May 30th of the preceding Academic year.

3.6 Continuing Education

Faculty members wishing to go to school during the summer time should request an 11-month Academic work year. An extension of summer leave will be granted upon request for the month of August or part of August for faculty members enrolled in University courses. Faculty members should also receive their 11-month pay adjusted annual salary paid proportionately for a 12-month pay period.

Faculty members will be allowed June and July plus a part of August for Education Leave With Pay for an Academic year as well as money to cover the cost of education.

Educational leave will be granted according to the provisions of Title III or other grants which are retained for this purpose.

3.7 Sabbatical Leave

Senior faculty members will be eligible for a sabbatical leave after five (5) years of continuous employment at Sinte Gleska University. Sabbatical leave is intended to allow a faculty member to stay current in his field.

Eligible faculty members must formally apply for a sabbatical a full regular semester prior to the expected date of the leave. The request must document the intention for the use of the sabbatical and state agreement to return to Sinte Gleska for at least one academic year following the sabbatical leave.

A maximum of one sabbatical leave will be granted among the faculty per year.

4.0 Computer and Network Usage Policy

Sinte Gleska University, through its technology services, provides computing resources and worldwide network access to qualified members of the university community for legitimate academic and administrative purposes. All members of the university community utilizing SGU computer and network resources are expected to be aware of specific policies governing their use, and should act responsibly while using shared computing and network resources. Specific usage policies and guidelines follow, but may not be all inclusive. All policies are subject to change as the computing and network environment evolve.

Each person using SGU computer and network resources should:

1. **Take no actions which violate SGU student conduct codes, personnel policies and procedures, or faculty policies and procedures.**
2. **Abide by security measures implemented to protect information, data, and systems.** Examples of adhering to this policy include periodic establishment of new passwords for your computer accounts, and limiting use to only the registered account owner. Examples of misuse include using a computer account and/or obtaining a password that you are not authorized to use, using the campus network to gain unauthorized access to any computer system, and using a “sniffer” or other methods in an attempt to “crack” passwords.
3. **Clearly and accurately identify yourself in electronic communications.** Concealing or masking the identity of electronic communications such as altering the source of an email message or making it appear as if the message was sent by someone else, or the sending of anonymous email is in violation of this policy.

4. **Use computer and network resources efficiently.** Due to limited bandwidth, playing network games are prohibited, as are other high use applications such as “IRC’s”. Use SGU printers located at the computer center and remote terminal and pc labs for academic or administrative purposes only. Using SGU printers as a “copy machine” to print multiple copies of a document is prohibited. Other examples of inappropriate use include deliberately wasting computer resources by sending unsolicited mail either individually or via listservs and/or newsgroups (SPAMs), and sending “chain letters” or engaging in “pyramid” schemes.
5. **Ensure that others are free from harassment or intimidation.** Do not use computer systems to send, post, or display offensive, abusive, slanderous, vulgar, or defamatory messages, text, graphics, or images. This includes harassment and intimidation on the basis of race, sex, religion, ethnicity, sexual orientation, disability, etc.
6. **Ensure that the use of computer resources and networks is academically oriented.** Use of your computer account or the network for profit or commercial gain is prohibited. Examples include using your computer account for engaging in consulting services, software development, advertising products/services, and/or other commercial profit-based endeavors.
7. **Respect copyright and intellectual-property rights.** Users must adhere to the Sinte Gleska University copyright policy, and the terms and conditions of any and all software licensing agreements and/or copyright laws as specified by the vendor or licensor.
8. **Respect University property.** Misuse of University property includes, but is not limited to, theft or damage of equipment or software, knowingly running or installing computer viruses or password cracking programs, attempting to circumvent installed data protection methods that are designed and constructed to provide secure data and information, or in any way attempting to interfere with the physical computer network/hardware, or attempting to degrade the performance or integrity of any campus network or computer system.
9. **Respect and adhere to other departmental/college/internet service provider’s acceptable use policies.** When using an SGU computer system and/or network to connect to a non-SGU system or network, adhere to the prevailing policies governing that system or network. However, this does not in any way release your obligation to abide by the established policies governing SGU computer systems and networks.

Consequences of Misuse and/or Non-Compliance

Misuse of computing and network resources or non-compliance with written usage policies may result in one or more of the following consequences:

- Temporary deactivation of computer/network access
- Permanent deactivation of computer/network access
- Disciplinary actions taken by the department chair or the Vice President for Student Services
- Expulsion from SGU or termination of employment with SGU
- Subpoena of data files
- Legal prosecution under applicable Federal, State, or Tribal laws
- Possible penalties under the law, including fines and imprisonment

5.0 Intellectual Property

5.1 Scope

This article sets forth the rights and obligations of the parties hereto as to intellectual property rights of Sinte Gleska University and of the members of the faculty, such rights to include, but not to be limited to, rights in intellectual property that can be trademarked, copyrighted, or patented.

5.2 Definitions

5.3 Copyright/Copyrightable

Original works of authorship, including computer programs, fixed in any tangible medium of expression, now known or later developed, from which such works can be perceived, reproduced, or otherwise communicated, either directly, or with the aid of a machine or device. Works of authorship include the following categories:

- Literary works
- Musical works, including any accompanying words
- Dramatic works, including any accompanying music
- Pantomimes and choreographic works
- Pictorial, graphic, and sculptural works
- Motion picture and other audiovisual works
- Sound recordings; and
- Architectural works

5.4 Intellectual Property

Any trademarkable, copyrightable, or patentable matter or any intellectually created tangible thing or matter including but not limited to: books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work

papers; lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids; video and audio tapes and cassettes; computer programs; live video and audio broadcasts; programmed instruction materials; drawings, paintings, sculptures, photographs, and other works of art.

5.5 Patent/Patentable

- Utility inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, as such is further defined in 35 USC sections 100, 101;
- Ornamental designs, being new, original, and ornamental designs for an article made, as such is further defined in 35 USC section 171, et sea;
- Plant patents, being for the asexual reproduction of a distinct and new variety of plant, including cultivated spours, mutants, hybrids and newly found seedlings, other than a tuber propagated plant or plant found in an uncultivated state as such is further defined in 35 USC 161, et sea.

5.6 Presumption of Ownership

It shall be presumed that intellectual property created, made or originated by an employee covered by this policy shall be the sole and exclusive property of such employee for perpetuity or so long as the federal law applicable thereto allow, except as that employee may choose individually to contract away such property in full or in part, and further except as the employer may expect an employee to create syllabi, assignments, and tests for students limited to classes taught in the employee's department or program, in which case Sinte Gleska University shall have the right to expect the employee to use such materials in his or her aforesaid classroom and Sinte Gleska University shall not be expected to pay royalties for said materials but may not transfer ownership or sell the use of said to others than the creator; otherwise there shall be no restrictions upon the employee except as otherwise explicitly set forth herein.

Creatorship of intellectual property shall be presumed in the claiming employee as against Sinte Gleska University. Intellectual property created by the employee in the fulfillment of the employee's normal duties and responsibilities under this collective bargaining agreement is presumed to belong to the employee for proprietary or marking purposes outside of Sinte Gleska University but is available to Sinte Gleska University for internal review and for review by external agencies regulating Sinte Gleska University.

Sinte Gleska University is the presumed owner of intellectual property only when Sinte Gleska University enters into an agreement with the employee to specifically create such specified intellectual property in exchange for compensation and this agreement

specifically outlines the development obligations and Sinte Gleska University's exclusive ownership.

Sinte Gleska University and the employee are joint owners of intellectual property when they enter into a specific agreement to create such intellectual property and this agreement defines the development obligations and ownership share of each party.

5.7 Use of Funds from Sale of Intellectual Property

- Funds received by Sinte Gleska University from the sale of intellectual property owned by Sinte Gleska University shall be allocated and expended as determined solely by Sinte Gleska University.
- Funds received by the employee from the sale of intellectual property owned by the employee shall be allocated and expended as determined solely by the employee.
- Funds received by the employee and by Sinte Gleska University from the sale of intellectual property owned jointly by the employee and Sinte Gleska University shall be allocated and expended in accordance with the specific agreement negotiated by the employee and Sinte Gleska University concerning such jointly owned intellectual property.

5.8 Obtaining Copyrights, Patents or Trademarks

It shall be the obligation of the creator of the intellectual property to act to protect his or her rights pertinent thereto under the law. Nothing set forth herein shifts the aforesaid obligation from the employee to Sinte Gleska University.

5.9 Development Obligations

- Sinte Gleska University supports the development, production, and dissemination of copyrightable, trademarkable, patentable, and other intellectual properties by its employees.
- It is understood that intellectual property developed by employees on or off Sinte Gleska University time, except for those materials for which Sinte Gleska University had specifically contracted, prior to Fall Semester 2003, shall remain the property of such employees but shall continue to be used for the benefit of Sinte Gleska University while the employee remains an employee of Sinte Gleska University.
- The resources, including materials and time, required to develop intellectual property shall be provided by the presumed owner of the intellectual property. Intellectual property may be used in the classroom to further its efficacy and efficiency without jeopardizing this section of the policy.

6.0 Harassment

Harassment is a particularly harmful and illegal form of discrimination that breaks down trust within the Sinte Gleska University community and impedes the ability of students, faculty, staff, and others to participate in an environment that allows them to achieve their fullest potential. Furthermore, harassment is a violation of the expectation that every individual at Sinte Gleska University deserves to be treated fairly, with respect for his or her dignity as a person.

For these reasons, it is this institution's policy that no form of harassment of employees, students, faculty, and others associated with Sinte Gleska University is permitted under any circumstances. All reported incidents will be investigated promptly and acts of prohibited behavior will result in corrective action, including disciplinary action pursuant to the Sinte Gleska University Board of Regents complaint procedures. Sanctions for employees include formal reprimands, suspensions without pay, reductions in responsibilities, and termination. Sanctions for students include probation, suspension, and expulsion.

6.1 Policy Statement

I. Sexual harassment in either of its recognized forms is proscribed:

Sexual harassment may be established by showing that an individual has been subjected to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

- Submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's participation or use of an institutionally sponsored or approved activity, employment, or resource; or
- Submission to or rejection of such conduct by an individual is used as the basis for educational, employment, or similar decisions affecting an individual's ability to participate in or use an institutionally sponsored or approved activity, employment, or resource.

Sexual harassment may also be established by showing participation in the creation of an intimidating, hostile, or demeaning environment established under the following section.

II. Harassment on the basis of race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability, or harassment on any grounds, directed against individuals, may be established by showing:

- Conduct toward another person that has the purpose of creating an intimidating, hostile, or demeaning environment and that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.
- Conduct toward another person that has the effect of creating an intimidating, hostile, or demeaning environment that adversely interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.
- Harassment consists, in most cases, of more than casual or isolated incidents.
- Consideration should be given to the context, nature, scope, frequency, duration, and location of the incidents, whether they are physically threatening or humiliating as opposed to merely offensive utterances, as well as to the identity, number, and relationships of the persons involved.
- Harassment shall be found where, in aggregate, the incidents are sufficiently pervasive or persistent or severe that a reasonable person with the same characteristics of the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.
- The reasonable person standard includes consideration of the perspective of the alleged victim's race, gender, or other circumstances that relate to the purpose for which he or she has become the object of allegedly harassing conduct.
- If the victim does not subjectively perceive the environment to be hostile, the conduct has not actually altered the conditions of participation and there will be no violation of this policy. It is not necessary to show psychological harm to the victim to establish that the conduct would interfere with the person's ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.
- Other conduct that is extreme and outrageous exceeding all bound usually tolerated by polite society and that has the purpose or the substantial likelihood of interfering with another person's ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.

7.0 Sample Faculty Document

**Sinte Gleska University
Board of Regents
Regular Faculty Appointment
Document**

Name:

Date:

Address:

Social Security Number:

Sinte Gleska University, subject to approval by its Board of Regents, offers you this Appointment Document as a renewal of your Regular Faculty Contract as specified:

Rank and Step:

Department:

Under the following Terms and Conditions:

Period of Appointment:

Annual Base Salary:

Administrative Augmentation:

Adjusted Annual Salary:

Miscellaneous Special Terms and Conditions: The following are adjustments to or changes in conditions specified in the Regular Faculty Contract:

1. See Attachment "A" which is incorporated herein by reference.
2. Employee Agrees to maintain strict confidentiality regarding the contents of all Sinte Gleska University correspondence, student records, personnel files and fiscal data.

If you desire to accept this offer of appointment, please sign below. Acceptance shall be effective upon receipt of the signed contract in the President's Office, Sinte Gleska University. This offer is valid for

twenty (15) days from the date first written above. Failure to return your (signed) contract within the stipulated 15 calendar day period will constitute sufficient grounds to Sinte Gleska University to withdraw and void its employment offer and will result in a reprogramming of funds for other institutional budget purposes.

Signature – Faculty Member, Sinte Gleska University

Signature – President, Sinte Gleska University

7.1 Sample Faculty Contract

**Sinte Gleska University
Board of Regents
Regular Faculty Appointment
Contract**

Name: _____ Social Security Number: _____

Address: _____

Date: _____

I. Sinte Gleska University, subject to approval by its Board of Regents, offers you an appointment to a Regular Faculty position as specified:

Rank and Step: _____

Department: _____

II. Under the following Terms and Conditions:

Period of Appointment: _____

Type of Appointment: _____

Annual Base Salary: _____

Administrative Augmentation: _____

Adjusted Annual Salary: _____

III. Special Terms and Conditions: _____

The position offered is subject to, and governed by, the Sinte Gleska University Faculty Handbook, the Charter and by-laws of Sinte Gleska University and rules, regulations and policies of the Board of Regents of Sinte Gleska University, all of which are incorporated herein as if fully set forth.

The president or his designee in accordance with the above-referenced provisions will assign specific duties.

This contract is effective only when executed by the prospective employee and the President, and approved by the Board of Regents of Sinte Gleska University. The terms and conditions expressed herein can only be modified, extended or renewed upon mutual agreement of the same parties. No other official or employee of Sinte Gleska University or its Board of Regents has the authority to extend an offer of employment or re-employment or to modify or adjust the terms thereof.

The contract shall automatically terminate upon expiration of the above appointment period, subject to the right of faculty to prior notification of non-renewal of contract according to the Faculty Policies and Procedures Handbook.

The employee may, however, resign this appointment, in writing without liability, at any time sixty (60) or more calendar days prior to the first day of the appointment period specified above.

IV. Miscellaneous Special Terms or Conditions

1. Employee agrees to maintain strict confidentiality regarding the contents of all Sinte Gleska University correspondence, student records, personnel files and fiscal data.
- 2.
- 3.

If you desire to accept this offer of appointment, please sign below. Acceptance shall be effective upon receipt of the signed contract in the President's office, Sinte Gleska University. **This offer is valid for fifteen (15) days from the date first written above.** Failure to return your (signed) contract within the stipulated 15 calendar day period will constitute sufficient grounds to Sinte Gleska University to withdraw and void its employment offer and will result in a reprogramming of funds for other institutional budget purposes.

Signature – Faculty Member, Sinte Gleska University

Signature – President, Sinte Gleska University

