

HuNS COLLEGE ASSEMBLY
February 28, 2008

Minutes

I. Call to Order

The meeting of the College Assembly was called to order by Interim Dean Mary McCay at 12:30 p.m. on Thursday, February, 2008 in Room 332 of Bobet Hall. Attended: Adams, Anderson, Anzelmo, Bell, Berendzen, Bernardi (proxy to Rogers), Biguenet, Birswhistell, Bourgeois, Brazier, Briscoe, Brungardt, Chambers, Clark (proxy to Gossiaux), Cotton, Dittrich, Doll, Dorn, Egejuru, Ewell, Gerlich, Gnuse, Gossiaux, Henne, Herbert, Hymel, Jordan, Kelly, Kornovich, Mabe, Matthews (proxy to Hymel), Moazami, Moore, Mui, Nicoll, Randall, Rodriguez, Rogers, Salmon, Saxton, Sebastian, Smith, Spence, Underwood, Walkenhorst, Wessinger, Willems, Yakich, Zucker, Interim Associate Dean Hunt (non-voting), and Karen Anklam (guest observer from Development/Capital Campaigns).

II. Invocation

Interim Dean McCay read the invocation on behalf of Rev. Stephen Rowntree, S.J.

III. Approval of Minutes of January 17, 2008

The minutes were approved as written.

IV. Announcements

1) Dr. Robert Rowland's Books

David Moore announced that the family of Robert Rowland requests the return of any books that colleagues may have removed from Dr. Rowland's office. He explained that some faculty had been erroneously told that remaining books would be discarded after the Monroe Library had made its selections, when in fact the family wants to reserve the remainder of the collection for other purposes.

2) Buyout Agreements

Dean McCay informed faculty of a potential buyout agreement of 150% over three years and said that she would attach two related forms to the minutes: "Faculty Buyout Agreement" and "Work Plan for Faculty Buyout Agreement" (for a negotiated work plan of duties for the university). As background, she said that she had seen someone obtaining a buyout in September; when she followed-up the next day with a request on behalf of a HuNS faculty member, she was told that the lawyers said there were no more buyouts. She repeated the request in subsequent months; the faculty member completed the form, and Dean McCay was later told that the work-plan form outlining service to Loyola was needed. Connie Rodriguez asked what committees or process had put this together (e.g., UPT). Dean McCay said that she did not have enough information to determine whether or not there had been a process. She said that portions may have grown out of Katrina, with its special cases and requests. Connie asked to let the minutes reflect that in her own perception there had been no process.

3) Average Salary for University Faculty

Dean McCay announced that she would distribute a table of "Average Salary for Full-time Faculty, Fall 2007" to faculty as an attachment to the minutes.

4) First-Year Student Retention Study

Dean McCay announced that the study prepared by George Capowich was too lengthy to distribute; it would be available in the Dean's Office at Gail's desk. She read excerpts from two pages: "Summary of Comparative Demographic Profile of Retained and Non-retained Students" and "Results of Multivariate Predictive Model for Retention," which would be attached to the minutes. Faculty discussed the excerpts, observed previous 76% averages, and referenced recent *Chronicle of Higher Education* reports on trends in student transfers showing similar rates at other universities.

V. Reports

- 1) Faculty Evaluation Instrument Committee -- "Student Evaluation of Instruction"
(Rev. Leo Nicoll, S.J.)
Father Nicoll reported that responses to the May 2007 survey from 26 faculty and two DSAC students had resulted in committee recommendations to make four revisions to the form and to clarify the use of the evaluations as being "for use by the Dean." He presented changes to the form, as follows:
 1. Question 8 (reworded): *The course was intellectually very challenging.* (Replaces: The course was a valuable learning experience.)
 2. Question 15 (deleted): The Instructor began and ended class on time.
 3. Question 17 (reworded): *The instructor treated the students fairly and equally.* (Replaces: The instructor was impartial in dealing with students.)
 4. Insert at bottom of page: *Please add comments on the back. It would be helpful to note the reason(s) for marking "disagree" and "strongly disagree."*
- 2) Recycling (Kathryn Anzelmo)
Kathy Anzelmo distributed a detailed set of instructions addressed to "Faculty, Staff and Students" regarding dumpster locations and kinds of recycling material accepted at each. She explained the program, answered questions from the floor, and provided web links for home recycling <http://phoenixrecyclingnola.com/> and university recycling <http://loyno.edu/recycling/>.

VI. Old Business

- 1) PROPOSAL FOR GUIDELINES FOR MENTORING, PROMOTION AND TENURE (Thomas Spence)
Substitute motion: *The College Rank and Tenure Committee will henceforth require faculty applying for promotion and/or tenure to provide three letters from external reviewers concerning the quality and reception of their scholarship. The candidate will provide a list of potential reviewers to the departmental chair. The chair will solicit letters on behalf of the candidate. For the purposes of the CRTC, "external" will be defined as experts in the applicant's field of study outside Loyola. In the interests of impartiality, reviewers should be required to identify any relationship they may have with the applicant.*
The motion was introduced by Thomas Spence (and distributed in writing), seconded, and opened for discussion. Individual comments included: a concern over the number of early letters required, past observation of CRTC denial of a promotion owing to lack of letters, question as to whether early and later actions would involve two sets of letters or merely updates to early letters, and a recommendation that requirements be inserted into the departmental protocol.
Friendly amendment from Mark Gossiaux was accepted, as follows: *The candidate [insert "and the department"] will provide a list [change to plural "lists"] of potential reviewers to the departmental chair.* Move to call the question was made, seconded, and voted by voice. Vote was unanimous, with none opposed. Vote on the amended motion was by voice, then a show of hands, with four opposed, two abstained, and without a quorum. The final vote will be by written ballot.
- 2) PLUS AND MINUS GRADES (David Moore)
[Note: Plus and minus grade scales and 2002 assembly action were attached to the January 17, 2008 minutes and February 28, 2008 agenda.]
David Moore read his substitute motion: *In 2002 the College of Arts and Sciences overwhelmingly accepted a motion to implement a system of plus and minus grades. The College of Humanities and Natural Sciences requests that this system be forwarded to the University Senate for action.*
David explained that the motion (as accepted and seconded on January 17, 2008) was revised because the position of other colleges was not verified. Discussion continued. Suggestions were offered: bring the matter to the University Senate, DSAC, Council of Deans, and (with later refinements) to SCAP. Robert Gerlich observed that senate representatives have no vote or authority on the issue; he agreed to bring the matter to the senate for representatives to take to

their respective colleges. Dean McCay said that she would bring it to the next Council of Deans. Move to call the question was made by Kurt Birdwhistell, seconded, and voice vote was unanimous. Vote on the motion was by voice, with one nay, one abstention, and without a quorum. The final vote will be by written ballot.

VII. New Business

- 1) Faculty Handbook – Marcus Smith said the University Senate Executive Committee had introduced and seconded a proposal for a comprehensive review of the faculty handbook as to its compliance with Pathways. He cautioned that Adams and Reese attorneys could be interpreting it and that faculty should find a way to safeguard their interests in the handbook. Robert Gerlich said that the matter had come out of the executive committee, was brought up in the senate and that for obvious reasons, the administration didn't want to touch the subject. He said it was an opening attempt by the Executive Committee "to get us off square one."
- 2) College Handbook – In response to a question as to the status of the college handbook, Bill Walkenhorst said that he would tell Craig Hood to report at the next assembly.

VIII. ADJOURNMENT

The meeting was adjourned at 1:30 P.M.

Attachments:

1. "Faculty Buyout Agreement" (4 pp.)
2. "Work Plan for Faculty Buyout Agreement" (2 pp.)
3. "Average Salary for Full-time Faculty, Fall 2007" (1 p.)
4. "Summary of Comparative Demographic Profile of Retained and Non-retained Students" (1 p.)
5. "Results of Multivariate Predictive Model for Retention" (1 p.)

FACULTY BUYOUT AGREEMENT

I, _____, have requested, and Loyola University New Orleans (hereafter "Loyola") has agreed with me as follows. Effective _____, I will relinquish all rights or quasi-rights to tenure or continued employment in a tenured capacity with Loyola, including without limitation any past, current, and future tenure rights. I also relinquish any option to seek tenured employment with Loyola in the future unless so requested by Loyola. Upon the effective date of this agreement, Loyola will employ me as an adjunct faculty member, subject to the terms and conditions of this agreement and the Loyola Faculty Handbook.

As an adjunct faculty member, I agree to perform such teaching, research, or administrative services as requested by Loyola consistent with reduced hours and duties associated with adjunct status. (See the Attached Work Plan.) Loyola shall not require any regularly-scheduled working hours for me to perform such services (except for scheduled classroom teaching, if any); it is anticipated that I shall be able when practical to provide such services by telephonic, videoconference, and computer communication from a home office or other locale determined by me.

During the payout period commencing August 1, ___ through July 31, ____, I will hold adjunct status and be paid a total of \$_____ (150% of my _____ academic nine-month faculty teaching salary). These monies will be paid equally over ___ months with each payment equaling 1/ of the above amount and subject to regular FICA and other applicable withholdings. My employment in adjunct status may be terminated if I voluntarily resign or if Loyola terminates me for cause or other reasons provided for in the *Faculty Handbook*. If I am

terminated before the end of the payout period, this will end the agreement and all future payments will cease. I will be treated as a regular employee with continuing benefits including medical, life insurance, tuition reimbursement, and retirement plan contributions, with the exception of disability. I will also continue to have access to the 403(b) plan, the University Library, and the University athletic facilities, as provided in current policy. Participation in any of these plans shall be subject to the terms of the plans. I will continue to be listed as a member of the faculty in all relevant University publications at all times this agreement is in effect.

Except for the obligations for Loyola set forth in this agreement, I have released and forever discharged to the fullest extent permitted by law, and by this document for myself, my heirs and any other representatives, forever discharge Loyola to the fullest extent permitted by law, its current and/or former employees, officials, officers, administrators, trustees, deans, directors, managers, supervisors, and any other representatives of Loyola from any and all claims, demands, suits, damages, causes of action for wages, interest, costs, attorney's fees, and other legal or equitable relief, which I have, may have had, or may have, known or unknown to me, suspected or unsuspected, before any administrative agency or court, including without limitation any and all claims growing out of tort, defamation, contract, quasi-contract, employment, or employment discrimination, or otherwise, under federal, state, or local laws, rules, regulations, and under any Loyola handbooks, manuals, policies, or practices.

I have not asserted any wrongdoing by Loyola, but rather enter into this agreement to memorialize the terms of the reduction in hours, change of duties, and relinquishment of tenured status that I have freely and voluntarily requested.

I further agree that the existence of this agreement and its terms and conditions will be kept strictly confidential and that I will not divulge its particulars to anyone except to my attorney. Loyola agrees that this agreement and its terms will not be disclosed by Loyola except to those administrators and others whose responsibilities include such matters.

I understand that I have twenty-one (21) days from the date of receipt of this agreement to execute it and that I am hereby advised by Loyola to seek counsel of an attorney, if I so desire, and that in fact I have consulted with and been advised by counsel in connection with this agreement before affixing my signature below. I acknowledge and understand that if I execute this agreement, I will have seven (7) days to cancel and revoke it if I so choose. I acknowledge and agree that, in any event, Loyola's commitments as set forth above are conditioned upon and subject to my execution and acceptance of this agreement. I therefore understand and acknowledge that in the event I elect not to execute this agreement or elect to cancel it after execution, Loyola's commitments contained herein will be null and void. I further acknowledge and agree that this agreement shall not be effective or enforceable until the seven (7) day period of cancellation and revocation set forth above expires. I therefore understand and acknowledge that in the event I elect not to execute this agreement, no such compensation and benefits shall be paid by or be due from Loyola.

Should any provision of this agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this agreement.

I enter into this agreement on a voluntary and informed basis, and specifically represent by my signature below that I have not relied upon the promises or representations made by anyone connected in any way with Loyola, except as specifically contained in this agreement.

THIS Agreement signed at Loyola University New Orleans, this _____ day of _____, 2008.

Witnesses to all signatures:

Print Name: _____

Print Name: _____

WALTER HARRIS, JR.,

Provost and Vice President

For Academic Affairs

LOYOLA UNIVERSITY NEW ORLEANS
WORK PLAN FOR FACULTY BUYOUT AGREEMENT

Faculty members who seek to enter into a Buyout Agreement with Loyola University New Orleans must submit as part of their Agreement an approved Work Plan. The terms of this Plan will specify the exact duties to be performed by the faculty member, as well as any services, facilities, and support to be provided by his or her department and college during the period in which the Buyout is effective. Before the faculty member's Buyout Agreement can be approved by the Provost, the Work Plan must be mutually acceptable to the faculty member, the dean, and the provost.

Date: _____

Faculty Member: _____

College/Department: _____

Buyout Period: _____

Terms of Duties (Per Applicable Year):

Year One: 2008-2009	Fall Semester _____ _____ _____	Spring Semester _____ _____ _____
Year Two: 2009-2010	Fall Semester _____ _____ _____	Spring Semester _____ _____ _____
Year Three: 2010-2011	Fall Semester _____ _____ _____	Spring Semester _____ _____ _____

Facility and Equipment Required:

Office Space: _____ Laboratory Space: _____

Clerical or Other Assistance: _____

Computer or Other Equipment: _____

Other agreed provisions:

Upon the end of each academic year, I will provide the Provost with a report of my annual activities. Also, I fully understand that in the event I do not uphold to the provisions of this agreement, I will forfeit my rights and Loyola University will gain the right to terminate my Buyout Agreement.

The signatures on this document reflect mutual agreement by all parties involved.

Faculty Member Signature: _____ Date: _____

Dean Signature: _____ Date: _____

Provost Signature: _____ Date: _____

Loyola University New Orleans
Average Salary for Full-Time Faculty, Fall 2007

AAUP Formula

Unit	Full Professor	Total	Average	Assoc Professor	Total	Average	Assist Professor	Total	Average	Lecturer	Total	Average
Business	8	949,527	118,691	5	421,579	84,316	7	635,142	90,735	9	691,160	76,796
Humanities/ Natural Sciences	36	2,912,546	80,904	37	2,210,067	59,732	10	511,000	51,100	21	695,527	33,120
Law	22	2,886,471	131,203	9	834,785	92,754	7	340,325	48,618	11	769,448	69,950
Music/Fine Arts	11	906,700	82,427	13	794,400	61,108	5	253,730	50,746	11	470,630	42,785
Social Sciences	8	732,862	91,608	15	916,200	61,080	5	253,730	50,746	12	646,554	53,880
Totals	85	8,388,106	98,684	79	5,177,031	65,532	30	1,877,717	62,591	64	3,273,319	51,146

Unit	Total Faculty	Grand Total Salaries	Average Salary
Business	29	2,697,408	93,014
Humanities/ Natural Sciences	104	6,329,140	60,857
Law	43	4,628,223	107,633
Music/Fine Arts	42	2,512,055	59,811
Social Sciences	40	2,549,346	63,734
Totals	258	18,716,172	72,543

2-22-2008 Institutional Research. Amounts for ranks with fewer than three occurrences are listed in totals.
 Note: Does not include deans' salaries or administrative stipends. Twelve-month salaries are adjusted using a factor of .818.
 Library faculty are not counted. Source: Faculty Data Base.
 Logic Change: In Fall 2006, per the Faculty Handbook, all extraordinary full-time faculty have been reclassified as Lecturers.

2/28/08 M. McCarty (6)

SUMMARY OF COMPARATIVE DEMOGRAPHIC PROFILE OF RETAINED AND NON-RETAINED STUDENTS³

- 1. There is no statistically significant difference according to sex.**
- 2. Whites leave at a significantly higher rate than other races.**
- 3. Region of the country is not related to retention.**
- 4. GPA is not related to retention in a linear fashion, but is curvilinear --- that is, there is a group of students with lower and higher range GPAs who leave.**
- 5. Students who are admitted unconditionally leave at a significantly higher rate than conditional admits.**
- 6. Students who do not change major during their first year leave at a significantly higher rate than those who change majors.**
- 7. There is no significant relationship between college and retention.**
- 8. There is no significant relationship between size of scholarship and retention.**
- 9. Students who do not receive a tuition discount leave at a slightly higher rate (borderline significance) than those who receive a discount.**

³ Detail charts in Appendix A.

RESULTS OF MULTIVARIATE PREDICTIVE MODEL FOR RETENTION

Rank Order of Statistically Significant Predictors

Predictor Variable	Direction of Relationship	Explanation	
Race	Positive	Non-White More Likely to Stay	11%
Change Major	Positive	Students who Change More Likely to Stay	10%
Satisfaction with Major ⁴	Positive	Students More Satisfied with Major More Likely to Stay	8.5%
Satisfaction with Common Curriculum ⁵	Positive	Students More Satisfied with Common Curriculum More Likely to Stay	8%
Size of Tuition Discount	Positive	Students with Larger Discounts More Likely to Stay	6%
Interaction of Satisfaction with Friendship Networks and Satisfaction with Campus Social Life ⁶	Positive	Students Who are More Satisfied with Friends Are More Satisfied with Campus Environment and More Likely to Stay	5% 50%

goodness of fit F1
lower goodness of fit the better
- What does this mean -

Happiness quotient 48.5%
all on campus first year students -
outcom

- social class -
advising networks satisfaction & social life > 11%

⁴ Measured with an Index comprised of four items: intellectual rigor, quality of instruction, relevance to overall education, relevance to major.

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⁶ Interaction terms provide a measure of how variables combine to show how they jointly affect the outcome.

correlation is not causation