

**Proposed Indiana University of Pennsylvania College of Osteopathic Medicine
(Proposed IUPCOM– Candidate Status – Seeking Accreditation)**

COCA Pre-Accreditation Element 7.8: Faculty Appointment and Advancement
Pre-Accreditation Submission 7.8-1a-h: Faculty Appointment and Advancement

Introduction

All faculty members of the proposed Indiana University of Pennsylvania’s College of Osteopathic Medicine (proposed IUPCOM) will be members of the Association of Pennsylvania State College and University Faculties (APSCUF) union, which has an *Agreement* with the Pennsylvania State System of Higher Education (PASSHE), of which Indiana University of Pennsylvania (IUP) is a member. This *Agreement* is titled “Agreement Between Association of Pennsylvania State College and University Faculties (APSCUF) and The Pennsylvania State System of Higher Education (State System), July 1, 2023 to June 30, 2027” (herein referred to as the *Agreement*) and contains the policies and procedures by which the proposed IUPCOM will rely for issues of faculty appointment and advancement, including policies and procedures for faculty appointment, renewal of appointment, promotion, granting of tenure, remediation, term of appointment, responsibilities, lines of communication, privileges and benefits, performance evaluation and remediation, terms of dismissal, and due process. The proposed IUPCOM will not have a faculty practice and thus will not have a policy on practice earnings.

In addition, each faculty member will be provided with written information about his or her term of appointment, responsibilities, lines of communication, privileges and benefits, performance evaluation and remediation, terms of dismissal, and due process.

The *Agreement* is submitted as an exhibit with this Element as a PDF document, and, if helpful, is also located online at the following link on the PASSHE website:

<https://www.passhe.edu/hr/labor-relations/documents/cba/apscuf-cba.pdf>

Also submitted as an exhibit with this element is the *IUP Statement of Promotion Policies and Procedures on Promotion*.

Side Letters

Since the proposed IUPCOM is the first college of medicine (MD or DO) in the PASSHE system, there are several aspects of faculty appointment and advancement that are unique to a medical education system which must be identified such that the faculty of the proposed COM is able to operate within in the faculty union guidelines. To that end, the APSCUF and PASSHE draft “side letters,” which are secondary agreements that supplement the terms of the primary

Agreement, and can clarify or modify the primary agreement, or to address issues that aren't covered by it.

Leadership of both the proposed IUPCOM and IUP (via PASSHE representation in its Department of Labor Relations) are currently in discussions with APSCUF leadership regarding the drafting and approval of several side letters which will provide additional clarity, modification, or address additional unique aspects of the proposed IUPCOM.

Examples of side letters are included in the *Agreement*, starting on page 173.

The following areas of the *Agreement* have been identified as most likely requiring side letters specific to the proposed IUPCOM, and, at this time, it is anticipated that negotiations will be completed in late 2025.

- Purpose - Definitions of Medical Faculty
- Article 6, Sections B and D - Department Chairpersons
- Article 11, Section A -Appointment of Faculty
- Article 22 - Salaries (Pay Scales)
- Article 23, Section A - Workload
- Article 25, Sections A and B - Overload
- Article 41, Section B - Distance Education
- Appendices H through N

Since the submission of the Candidate Status application in March of 2025, the IUPCOM leadership team has been actively working with IUP, PASSHE, and APSCUF leadership on arriving at a *Side Letter* which will allow some provisions in the faculty union agreement to be altered to accommodate some special needs of the COM, including salary differentials. The current version of that *Side Letter*, which is agreed to by the APSCUF but still requires additional approvals by the PA State System, is attached to this submission, to show the substantive progress that has been made on this since our Candidate Status submission.

Appointment Letters to Faculty Members

Upon a faculty member's hiring, the faculty member will receive an *Appointment Letter* with written information including, but not limited to, his or her term of appointment, responsibilities, lines of communication, privileges and benefits, performance evaluation and remediation, terms of dismissal, and due process. Additionally, all new faculty members will receive a copy (print and/or PDF) of the current version of the *Agreement*.

Preamble

The following excerpt from the "Preamble" on Page 1 of the *Agreement* sets the stage for the following citations:

PURPOSE

APSCUF has been certified to represent, for purposes of collective bargaining, department chairpersons, full-time teaching faculty (including librarians with faculty status), part-time teaching faculty and librarians without faculty status and faculty members of the UNIVERSITIES whose basic responsibilities lie outside of the classroom setting.

APSCUF and the STATE SYSTEM OF HIGHER EDUCATION, desiring to cooperate each with the other in mutual respect and harmony, have agreed to the provisions of this Agreement in consideration of the following:

1. The UNIVERSITIES exist for the common good of the citizens of the Commonwealth, particularly the students who attend such UNIVERSITIES. In a world of rapid change and recurring crises, all will be served best by an intellectual environment that encourages critical thinking, the search for truth, and includes a diversity of reasoned perspectives.

2. The parties will work cooperatively under the terms of this Agreement and applicable law to promote student success, to leverage the strengths of the individual UNIVERSITIES, and to support effective shared governance structures for the STATE SYSTEM and Universities while respecting academic freedom, as set forth in this collective bargaining agreement, and the right of the individual to dissent.

3. The parties recognize that collective bargaining in good faith will further their common aim of offering the best possible educational opportunities at the UNIVERSITIES. The parties also commit to abide by the terms of the Agreement, and to work collaboratively to ensure consistent, fair, and equitable implementation across the system.

4. APSCUF as the representative of the above named employees recognizes its obligation to permit all individuals and groups at each UNIVERSITY to be included in the consideration of matters relating to them.

Policies and Procedures

For ease of reference for COCA review, we have noted each requested policy or procedure in *Pre-Accreditation Element 7.8* and linked it to the appropriate location(s) in the *Agreement* in which it is discussed. For topics that are not covered in the *Agreement*, or for which we are submitting additional information, that will be clearly noted. As side letters and union negotiations occur, we will update the COCA in our Pre-Accreditation application as to policies and procedures herein submitted which have been affected by negotiations, or additional side letters or agreements which may be entered into which directly relate to the proposed IUPCOM.

Each article below is linked to its corresponding section. Click on the box surrounding the text to access it.

(a) Faculty Appointment (including Term of Appointment, Promotion, Tenure, and Renewal of Appointment)

1. Article 11, "Appointment of Faculty," on pages 22-27.
2. Article 14, "Renewals and Non-Renewals," on pages 43-45.
3. Article 16, "Promotions," on pages 50-53.
4. Article 29, "Retrenchment Process," on pages 104-112.

5. Article 15, "Tenure," on pages 45-50.
6. *IUP Statement of Promotion Policies and Procedures on Promotion* (attached)

(b) Responsibilities

1. Article 4, "Duties and Responsibilities of Faculty Members," on pages 4-5.
2. Article 31, "Miscellaneous Conditions," on pages 114-116.
3. Article 23, "Workload and Workload Equivalents," on pages 90-97.
4. Article 25, "Overload," on pages 98-101.

(c) Lines of Communication

1. Article 6, "Department Chairpersons," on pages 9-14.
2. Article 7, "Performance of Bargaining Unit Work," on pages 14-20.
3. Proposed IUPCOM Organizational Chart (see *Candidate Element 7.1-1*) which clearly indicates reporting relationships of faculty)

(d) Privileges and Benefits

1. Article 2, "Academic Freedom," on pages 3-4.
2. Article 9, "Rights and Privileges of APSCUF," on pages 20-22.
3. Article 8, "Accretion," on page 20.
4. Article 10, "Rights of the State System/Universities," on page 22.
5. Article 17, "Sick Leave," on pages 53-57.
6. Article 18, "Leaves of Absence," on pages 57-65.
7. Article 21, "Fringe Benefits," on pages 67-82.
8. Article 22, "Salaries," on pages 82-90.
9. Article 30, "Health and Welfare," on pages 112-114.
10. Article 43, "Faculty Professional Development Program," on pages 135-136.
11. Appendices H, I, J, K, L, M, and N, "Salary," on pages 157-163.
12. Appendix O, "Highmark PPO Blue Benefit Summary," on pages 164-169.
13. Appendix P, "Healthcare Management Program (Wellness Program)," on pages 169-170.
14. Appendix Q, "Faculty Premium Reconciliation," on pages 170-173.

(e) Performance Evaluation and Remediation

1. Article 12, "Performance Review and Evaluation," on pages 27-42.
2. Article 13, "Personnel Files," on page 42.
3. Article 15, "Tenure," on pages 45-50.
4. Article 16, "Promotions," on pages 50-53
5. Article 42, "Investigations of Complaints Against Faculty Members," on pages 134-135.
6. *IUP Statement of Promotion Policies and Procedures on Promotion* (attached)

(f) Terms of Dismissal

1. Article 14, “Renewals and Non-Renewals,” on pages 43-45.
2. Article 29, “Retrenchment Process,” on pages 104-112.

(g) Due Process

1. Article 5, “Grievance Procedure and Arbitration,” on pages 5-9.
2. Article 42, “Investigations of Complaints Against Faculty Members,” on pages 134-135.
3. Side Letter, “Grievance Arbitration Pilot Program,” on pages 174-177.

(h) Policy on Practice Earnings

1. Non-applicable to our proposed COM organization.