

# *The Faculty Manual*

**St. Louis Campus**

**2023**

## **Revision/Amendment History**

### **2023 Amendments**

Approved by the Faculty Senate February 21, 2023  
Approved by the University President and Provost  
Adopted by the Board of Trustees May 5, 2023

### **2021 Amendments**

Approved by the Faculty Senate April 13, 2021  
Approved by the University President and Provost  
Adopted by the Board of Trustees September 24, 2021

### **2020 Amendments**

Approved by the Faculty Senate April 14, 2020  
Approved by the University President and Provost  
Adopted by the Board of Trustees May 1, 2020

### **2017 Amendments**

Approved by the Faculty Senate November 14, 2017  
Approved by the University President and Provost  
Adopted by the Board of Trustees December 1, 2017

### **2016 Amendments**

Approved by the Faculty Senate

# **The *Faculty Manual* of Saint Louis University**

**The *Faculty Manual* is a foundational document setting out, in many respects, the role of the faculty in University governance. It also specifies rights, powers, privileges, and responsibilities of faculty. Insofar as it does so, it is incorporated by reference in all contracts of employment between faculty and the University. All substantive modifications to University policies and benefits referenced in this *Manual* may occur only after prior consultation with the Faculty Senate.**

## **Affirmative Action/Equal Employment Opportunity Statement**

The management of Saint Louis University views affirmative action and equal employment opportunity as a major policy commitment and as an important management goal.

Thus, it is our policy to recruit, hire, train, promote and in all ways provide fair treatment on the basis of the merit without regard to: race, color, sex, religion, national origin, sexual orientation, disability, age or veteran status.

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## **I. Philosophy and Mission of Saint Louis University**

### **A. The Nature and Purposes of the University**

Saint Louis University is a private, Catholic university sponsored by the Society of Jesus. It is not church-related, in the sense that it does not receive financial support from a church body, and it is not under jurisdictional control of a church body. It is similar to other private universities in the U.S. in that the ultimate governing responsibility is vested in an independent Board of Trustees.

According to the Bylaws of the University:

- (i) The University will be publicly identified as a Catholic university and a Jesuit university.
- (ii) The University will be motivated by the moral, spiritual, and religious inspiration and values of the Judeo-Christian tradition.





and Vice Chairperson of the Board and the President of the University are *ex officio* members of the Executive Committee. Other Executive Committee members are elected by the Board of Trustees from among its members.

## **B. General Administration of the University**

### **1. President of the University**

The President is the chief executive and administrative officer of the University and is responsible for the general and active management, control, and direction of the business operations, educational activities, and other affairs of the University.

### **2. Provost**

The Provost is the chief academic officer of the University and reports directly to the President. The Deans of the University's Colleges, Schools (except for the School of Medicine and the Center for Advanced Dental Education), and Libraries report directly to the Provost, as do the Vice President for Research, Vice President for Student Development, Vice President for Enrollment and Retention Management, Vice President for Diversity and Innovative Community Engagement, Director and Dean for the Madrid for the Madrid Campus, Associate and Assistant Provosts, and several Directors.

### **3. Vice President for Medical Affairs/Dean of the School of Medicine**

The Vice President for Medical Affairs (VPMA) is the chief academic and administrative officer of the School of Medicine. Further, the Center for Advanced Dental Education reports to the VPMA. While this dual position reports directly to and is evaluated by the President, the VPMA regularly consults with the Provost on faculty-related matters, including but not limited to, promotion and tenure and grievances.

The VPMA chairs the SSM SLUCare Academic Council and works closely with SSM leadership to ensure it supports the school's academic mission and research efforts.

See Sec. II.C.2.a. of this *Manual* for the po                      decanal responsibilities.

### **4. Vice Presidents**

The Vice Presidents are officers of the University and have executive responsibilities as members

own degree program or programs are considered to be comparable to Departments. Most Departments are subunits of a College or School, but some academic units have other reporting relationships designated by the Provost. These units are identified on the website of the Office of the Provost.

## **2. College, School, and Library Administrators**

### **a. Dean**

The Dean of a College or freestanding School is the chief executive officer and administrator for that unit. The Dean is appointed by the President after consultation with the Provost and faculty members (see Sec. III.H.7). The procedures for the evaluation of the Dean (except for the Dean of the School of Medicine) are established by the Provost, following consultation with the faculty. Moreover, because it is important for academic administrators to continue developing their skills and abilities between formal evaluations, and because decanal evaluations typically cover multiple years, Deans should themselves establish means for obtaining timely feedback regarding their performance, such as seeking informal input from Chairpersons, Directors, and other faculty.

Deans reporting to the Provost (Sec. II.B.2.) are responsible for leadership, planning, and administration of their College or School so as to fulfill the mission of their unit and of the University. As chief executive officer, the Dean executes University policies and procedures in the College or School. The Dean has the authority to make administrative decisions on matters that relate solely to his/her own College or School, except in those situations specifically reserved or allocated to the jurisdiction of the Provost, President, or Board of Trustees. In establishing academic policy within the College or School, the Dean consults with Department Chairpersons or comparable administrators and with the faculty members of the College or School, particularly the Faculty Assembly or equivalent group. The Dean is responsible for ensuring that policies, faculty qualifications, and academic programs of the College or School are in compliance with the professional standards necessary for accreditation. The Dean is also responsible for negotiating and recommending approval of clinical affiliations, practica, and internship agreements. The Dean represents the College or School for development, public relations, and alumni activities.

In consultation with the appropriate faculty members, the Dean appoints search committees and recommends initial and emeritus/a faculty appointments, promotion, tenure, leaves of absence, notices of intent not to renew appointments of untenured faculty, and termination. Faculty workloads are approved by the Dean. The Dean ensures that every faculty member, including every Chairperson or comparable administrator, is annually evaluated as provided in Sec. III.I.2. The Dean promotes the professional development of the faculty and is responsible for recommending merit salary increases and other compensation within the limits of available funds. The Dean is also responsible for recommending the appointments and renewal of appointments of Associate and Assistant Deans, Department Chairpersons or comparable administrators, and other administrative personnel of the College or School. When hiring for these positions, the Dean will consult with the affected faculty to the extent appropriate to the position.

The Dean is responsible for administering all academic aspects of the student programs within the College or School except those specifically within the jurisdiction of another College or School or of a University board, committee, or office. The Dean shall assure that academic advising is provided for all students. While the faculty, in consultation with the Dean, are responsible for establishing standards for the admission, transfer, and graduation of students, the Dean has final

responsibility for implementing those standards. The Dean has the authority to dismiss students who have failed to meet the academic or professional standards of the College or School. Concern for the welfare and academic progress of students is a serious obligation of the Dean.

The Dean consults with the Department Chairpersons or comparable administrators and with faculty on all major matters of policy within the College or School. The Dean informs them of decisions that have been made. The Dean is empowered to call meetings, to appoint committees, and to obtain information from University sources pertaining to the College or School and its students. Department Chairpersons or comparable administrators, faculty members, and other personnel of the College or School transmit through the Dean any proposals or recommendations forwarded to the Provost or to University committees, boards, or offices. The Dean represents the considered position of the members of the College or School to the University and to the community, and s/he represents the views of the Board of Trustees, the President of the University, and the Provost to the members of the College or School. The Dean mediates relationships among students, faculty, staff, and administrators.

The Dean is responsible for the preparation and administration of the budgets of the Departments of the College or School. In formulating the budget for a College or School, the Dean consults with the Chairpersons and the appropriate committees of the Faculty Assembly or equivalent

### **b. School Director**

Some Schools are organized within Colleges. The administrative leader of an incorporated School reports to the College Dean and is typically called a Director. The powers and responsibilities of the Director vary from School to School. The School Director is appointed by the Provost after consultation with the Dean and faculty members (see Sec. III.H.7). The procedures for evaluation of the School Director are established by the Dean, following consultation with the faculty.

### **c. Department Chairperson**

The Department Chairperson or comparable administrator is appointed by the Provost on recommendation of the Dean of the College or School or comparable administrator, who will have consulted with all faculty members of the Department. The appointment ordinarily is a twelve-month commitment, renewable annually for a three-year term; longer terms may prevail in the medical sciences. After evaluation by the faculty members of the Department, and upon recommendation by the Dean, a Chairperson or comparable administrator may be reappointed by the Provost. In most instances, the Department Chairperson or comparable administrator reports to the Dean of the College or School to which the Department belongs.

The Department Chairperson or comparable administrator is the academic leader and administrative head of the Department. As such, s/he executes, within the Department, the policies and regulations of the College or School and of the University. As an academic leader, s/he consults with the faculty members of the Department as provided in Sec. III.H.4 and is responsible for establishing departmental goals, promoting excellence in teaching, research, and service, encouraging and stimulating faculty members in professional development, providing academic advising for students, working toward obtaining appropriate resources, and establishing a climate of collegiality. As an administrative head, s/he is responsible for the professional excellence of the Department and has the obligation to consult with the faculty and staff on all major matters of policy within the Department, and to inform them of decisions that have been made. In developing the budget, the Chairperson or comparable administrator takes into account the financial needs and recommendations established in Department meetings. The Department Chairperson or comparable administrator will represent the considered position of the members of the Department to the College or School and will reprlege 0 G.5,(ng)11(s. )9(T)-8(he )9(D)5(epa)-2(r)7(t)-4(m)17(en

solicits agenda items, and calls and presides at meetings of the faculty members of the Department at least once each semester.

In developing the budget of the Department, the Chairperson or comparable administrator shall consult with the faculty members as provided in Sec. III.H.4. S/he is responsible for the expenditure of Department funds, for safekeeping Department equipment and supplies, and for maintaining an inventory

## **F. University Boards and Committees**

The University establishes boards and committees, both standing and *ad hoc*. Ordinarily, such boards and committees include faculty representatives appointed in consultation with the Faculty Senate Executive Committee. A list of these boards and committees and their members is available on the website of the Office of the Provost.

## **III. Faculty**

### **A. Definition of Faculty**

Employees of the University are members of the faculty if their contracts, letters of appointment, or memoranda of agreement so state and if they are among the types of faculty listed in Sec. III.D. Faculty members who hold salaried appointments, including those whose salary is fully or partly paid by University-affiliated institutions, are governed by this *Manual*. Voluntary faculty who serve without pay are members of the faculty of Saint Louis University and are subject to the terms of this *Manual* where appropriate. Voluntary faculty members have voting privileges in Colleges, Schools, Libraries, Departments, or standing or *ad hoc* committees at the discretion of the unit. Post-doctoral fellows are not considered to have faculty status and, therefore, are not governed by this *Manual*.

### **B. Appointments and Titles**

#### **1. Regular Appointments**

The Department Chairperson or comparable administrator must obtain approval from the appropriate Dean or comparable administrator and the Provost before a search can begin for a new faculty member. When such a search is likely to involve the appointment for the following academic year of a person who is presently a faculty member at another institution, it will be started as early as possible and normally be completed by May 1. The University will follow high ethical standards in recruiting faculty members from other institutions.

For full-time positions, a search committee composed primarily of faculty members ordinarily will be established to identify and interview candidates. The Equal Employment Opportunity Policy and Affirmative Action Plan of the University will be followed in searching for, interviewing, and choosing among candidates. The *Faculty Manual* shall be made available to current and prospective faculty members.

Full-time faculty members give their full time and attention to their duties at the University during the entire academic year (in some cases an entire calendar year, and in others a period of from nine to eleven months), unless excused by the appropriate administrator or absent on leave or regular vacation.

Relationship by family or marriage to another employee of the University constitutes neither an advantage nor a deterrent to appointment as a faculty member. University employees will not participate in decisions relating to initial appointment, retention, promotion, salary, leave of absence, or other significant decisions when a spouse, parent, grandparent, child, sibling, in-law, or other relative living in the household is involved or when there are other actual or potential conflicts of interest.



## **2. Secondary and Joint Appointments**

A faculty member who possesses the skills and competencies to justify an appointment in another academic unit or program may be given either a secondary or a joint appointment, subject to the approval of the Provost or designee, upon recommendation of the Department Chairperson or comparable administrator of the primary academic unit and the appropriate Deans(s). A secondary appointment is non-tenurable, is made for a limited period of time, usually three years, and involves no sharing of salary between academic units or programs. Secondary appointments are renewable. They may also be discontinued, with written notice, by the faculty member or by the Chairperson or comparable administrator of the secondary academic unit or program, after





A faculty member who is hired on a tenure-track appointment is considered to be in a probationary period subject to the rights contained in the *Faculty Manual*. The probationary period expires at the end of the completion of the sixth year of service with the exception that the probationary period ends at the completion of the eighth year of service for faculty members in the School of Medicine. A faculty member who begins service during the course of an academic year will be considered to begin their probationary period for purposes of tenure at the beginning of the following academic year if their first day of employment falls on or between January 1 and June 30. If their first day of employment falls on or between July 1 and December 31 of the academic year in which they are hired, their probationary period for purposes of tenure begins that year. The University does not recognize *de facto* tenure. A tenure-track faculty member who is not awarded tenure by the end of their probationary period will be given a one-year terminal contract, at the conclusion of which the faculty member's appointment ends.

Subject to the qualifications noted below, the University will make a final decision to award tenure to a faculty member by the end of their probationary period. In exceptional cases, the Provost or designee may grant written approval to count an academic year as less than one year of service for purposes of the probationary period. Such situations include, but are not limited to, leaves of absence and administrative assignments. Where required by law, the probationary period may also be adjusted. Additionally, where an adjustment of the probationary period is available pursuant to University policy or where special adjustment is requested in writing by the candidate, written approval for the individual case must be obtained well in advance of the end of the probationary period (e.g., at the time of an administrative appointment or at the granting of a leave of absence) from the Dean or comparable administrator and the Provost. An extension of the probationary period may also be obtained in accord with the *Policy on Extension of the Probationary Period That Applies to the Granting of Tenure* (see Sec. III.E.2). The Provost will forward a copy of the written approval to extend the probationary period to the Dean or comparable administrator and the University Committee on Academic Rank and Tenure.

It is the responsibility of the faculty member to apply for tenure prior to or during the final year of the probationary period in accordance with administrative procedures and guidelines consistent with the provisions of Sec. III.E. A faculty member has the right to seek and rely upon a written statement from the Provost indicating the year of the final decision.

A faculty member who applies early for promotion to associate professor with tenure and is unsuccessful may reapply in subsequent years during their probationary period.

For tenure-track faculty appointments, previous faculty appointment(s) at institutions comparable to the University may be substituted for not more than three years of service. The request to  
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Sec. III.B.1, with the exception that any artist-in-residence who previously held a tenure-track appointment at Saint Louis University is not eligible to apply for another tenure-track post.

### **3. Endowed Chairs and Named Professorships**

Endowed and named faculty appointments are reserved for members of the faculty who are deemed distinguished by virtue of their scholarly productivity and instructional excellence. Endowed chairs are often used to help recruit distinguished senior faculty, whereas named professorships are generally awarded to members of the current faculty. Guidelines for the selection and review of these chairs and professorships, as well as the responsibilities of and privileges accruing to the holders of these appointments, are available on the website of the Office of the Provost.

### **4. Retired Faculty**

In order to retire from the University with full benefits, a faculty member must leave the he criteria stated  
in the *Retired and Emeritus/a Faculty Policy* available on the website of the Office of the Provost. Tenured faculty who wish to continue to teach a reduced course load at a proportionately reduced salary may choose phased retirement. The *Faculty Phased- Retirement Policy* is also available on the website of the Office of the Provost.

### **5. Emeriti/ae Faculty**

Upon recommendation of the department chair, the College, School, Center, or Library Rank and Tenure Committee, the appropriate Dea





faculty member has received prior notice, or explicitly specified as a Department, School, or College criterion. The Committee will normally complete its consideration of applications for advancement and tenure by March 15.

The recommendations of the University Committee on Academic Rank and Tenure are forwarded to the Provost, along with all supporting materials. The final decisions rest with the Provost, who normally completes the consideration of applications for advancement and tenure by May 1.



c.

- c. Evidence of continuing and increasing effectiveness in providing academic advising to students. Consideration will be given to such subsidiary evidence as formal advising assignments, letters from previous students, assessments of advising achievement, and significant participation in advising and co-curricular activities of the University.
- d. Self-reported and extramurally provided evidence of continuing and increasing achievement in scholarship and research, particularly scholarly publication and other academically recognized creative achievements. Consideration will be given to such subsidiary evidence as direction of, or significant participation in, research projects, acquisition of external funding for research, participation in the scholarly activities of professional societies, and professional consultative service.
- e. Evidence of continuing and increasing service to the University and community. Consideration will be given to such subsidiary evidence as participation in and leadership of committees within the College, School, or Library, the University, professional societies, or community organizations of significance, along with ass

work, including its responsibilities and the distribution of those responsibilities in any academic term or year. It also outlines the process by which faculty workload assignments are made and approved.

## **1. Teaching**

assignments and achievements. Teaching expectations for other types of faculty are established at the time of each appointment. Specific teaching assignments and class times for all faculty are set by the Department Chairperson or comparable administrator, subject to review by the appropriate Dean.

An essential responsibility of a faculty member with a teaching assignment is to conduct scheduled classes to the best of his/her ability. Absences for foreseen reasons, such as attendance at a national meeting, must be approved in advance by the Department Chairperson or comparable administrator, or the appropriate Dean or comparable administrator. When a faculty member cannot conduct a class for unforeseen reasons, such as illness, accident, or other emergencies, s/he must inform the Department Chairperson or comparable administrator, or the appropriate Dean or comparable administrator, as promptly as possible. In such cases, the faculty member must make appropriate arrangements for providing students with the content and experiences of the missed classes.

It is the duty of each faculty member to know and follow the academic regulations of the University and the academic regulations and procedures established by his/her Department and College or School, and available in writing from the Chairperson and appropriate Dean. In addition, each faculty member is expected to know and follow the grading system of the College or School in which the course is offered. It is the responsibility of the faculty member to determine when course requirements have been met and what grades will be assigned to individual students, within the grading policies of the College or School.



#### **4. Governance**

The University recognizes the value of faculty participation in the shared governance of the

normal extramural activities will accrue to the University or, if professional or legal regulations prohibit this, returned to the extramural sponsor. Physician services are the subject of a separate rule set forth in Sec. III.G.7.

Whenever extramural activities involve a written a



## **H. Rights, Powers, Privileges, and Immunities of Faculty Members**

### **1. Academic Freedom**

Essential to the purpose of a university is the free and unhampered pursuit and communication of knowledge and truth. All members of the University, especially students and faculty members, have not only the right but also the duty to participate in this task of freely seeking after and sharing truth. Every student and every faculty member, therefore, has the freedoms of thought, of discussion, and of action that are required by the common pursuit of truth. Teachers are encouraged to utilize their individual pedagogical strengths and are free to adapt their methods to the conditions under which they work, to the nature of the subject matter with which they are dealing, and to the talents, character, and maturity of their students.

The search for knowledge is an effort to achieve truth. For this reason, all scholars are welcomed within the University, without the imposition of any personal religious requirement. In a Catholic university the different ways that have been developed for searching for knowledge are recognized in their diversity. The path of scientific experimentation and discovery, the path of philosophical analysis, the path of experience and humanistic insight, and the path of Christian scripture and Judeo-Christian tradition are all taken together as yielding to men and women a knowledge of themselves and of the world.

In their teaching, research, and other academic activities, faculty members should be guided by the search for knowledge and truth, not by benefactors, public opinion, partisan political activity, or any interest group. It is the right of every faculty member of the University to be protected by the University as a whole from all inappropriate pressure and harassment.

Faculty members should also be involved in the search for knowledge and truth while fulfilling their course assignments. The specific material covered in a course is not to be determined for them by the opinion of administrators, trustees, fellow faculty members, or students, as long as it is appropriate to the course objectives, descriptions, and/or syllabi adopted by the Department, School, or College and as long as it adequately prepares students for subsequent courses. Faculty members can and should present to students accepted as well as newly discovered facts and laws, new developments or new applications of old knowledge, and accepted as well as new hypotheses and theories that may be advanced in explanation of facts and laws.

Because the central freedom of an individual in the University lies within the framework of human activity and human life, it is subject also to limitations and norms:







University administrator by the Faculty Senate Executive Committee within ten (10) calendar

for University-



appointment has been terminated is entitled to receive full salary for four months if in the first year of employment, six months if in the second year, and twelve months otherwise, less any salary paid during the previous twelve months under a medical leave of absence.

In cases in which a medical leave of absence has not been requested, the University reserves the right to terminate or place a faculty member on medical leave of absence if, in the judgment of the President of the University, based upon clear and convincing medical evidence, the faculty member cannot continue to fulfill the terms and conditions of the appointment for medical reasons and a reasonable accommodation of the disability cannot be made. In such a case, the procedures, standards, and compensation described in the preceding paragraphs apply.

The Provost will specify in writing whether a medical leave of absence will or will not be counted as a year or part of a year of service for a tenure-track faculty member. A medical leave of



Program requires each institution to maintain a balance between dependents from the home institution and students coming from other institutions, a limited number of Tuition Exchange Program certifications are approved per academic year. Information about the Tuition Exchange Program is available on the website of the University Benefits Office.

### **15. Benefits of Current Faculty**

Faculty benefits, including health insurance, tuition remission, dependent care, life insurance, dental plans, retirement plans, long-term disability insurance, long-term care insurance, and accidental death and dismemberment insurance, are administered through the University Benefits Office. A complete description of all faculty benefits appears on the University Benefits Office website, and this office provides additional information regarding faculty benefits, including eligibility requirements, upon request. The benefits of current faculty will not be changed without prior consultation with the Faculty Senate.

University contributions to benefits continue during leaves of absence with half-salary or more. Faculty members anticipating unpaid leaves of absence or leaves of absence at less than half-salary should contact the University Benefits Office concerning possible continuation of benefits.

### **16. Benefits of Retired and Emeriti/ae Faculty**

Upon retirement, faculty receive written correspondence from the University Benefits Office outlining the applicable benefits available for continuation. The benefits are identified in the *Retired and Emeritus/a Faculty Policy*, which is available on the website of the Office of the Provost. The benefits of retired and emeriti/ae faculty will not be changed without prior consultation with the Faculty Senate.

## **I. Contract Rules**

### **1. Contractual Status**

**The *Faculty Manual* is incorporated by reference in all contracts of employment between faculty and the University.**



The University may terminate the contract of an untenured faculty member on the tenure track during the term of the contract only for situations involving medical or other extended leaves, and then only as provided for in Sec. III.H.12.b or pursuant to academic reallocation or financial exigency under Secs. III.I.12-13, or for cause, and then only on the grounds given in Sec. III.I.6, and only according to the procedures given in Sec. III.I.7 or III.I.14-15. The University may decline to renew the contract of an untenured faculty member on the tenure track, subject to the specifications in Sec. III.I.5, as long as adequate notice of nonrenewal has been provided.

Reasons for nonrenewal of a tenure-

meet all performance expectations, including the expectation of making steady progress toward the awarding of tenure, and a diminution in the need for a particular position, typically due to weak enrollments or a change in programmatic emphasis.

Notice of nonrenewal, or of intention not to recommend renewal, should be given in writing in accordance with the following standards:

- a. Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
- b. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
- c. At least twelve months before the expiration of an appointment after two or more years at the institution.

Contracts between the University and non-tenure-track faculty members are normally for a period of one academic year. The University may terminate the contract of such faculty members during the term of the contract only for situations involving medical or other extended leaves, and then only as provided for in Sec. III.H.12.b or pursuant to academic reallocation or financial exigency under Secs. III.I.12-13, or for cause, and then only on the grounds given in Sec. III.I.6, and only according to the procedures given in Sec. III.I.6 or III.I.14-15. The University may decline to renew the contract of such a faculty member, subject to the specifications in Sec. III.I.5, as long as adequate notice of nonrenewal has been provided. Official notice of nonrenewal for continuing, full-time non-tenure-track faculty must be given in writing by the Provost or designee no later than three months before the end of the appointment for a faculty member who has served fewer than two years, no later than six months before the end of the appointment for a faculty member who has served more than two years but fewer than four years, and no later than twelve months before the end of the appointment for a faculty member who has served four years or more.

Tenure-track faculty and non-tenure-track faculty members on continuing appointments who do not intend to accept an appointment for the next academic year should give notice in writing at the earliest possible opportunity, but not later than thirty (30) days after receiving notification of the terms of appointment for the following year. Faculty members may request a waiver of this requirement of notice in case of hardship or in a situation where they would otherwise be denied substantial professional advancement or other opportunity.

## **2. Annual Review**

Every full-time faculty member is evaluated annually by the Department Chairperson or comparable administrator, and it is the responsibility of the appropriate Dean or comparable



## **5. Nonrenewal of Contracts**

The decision to renew the contracts of adjunct faculty, visiting faculty, and artists-in-residence rests with the Department Chairperson or comparable administrator, and Dean or comparable administrator. Such decisions are final and not subject to appeal.

An untenured faculty member on the tenure track or a non-tenure-track faculty member who has been informed that his/her contract will not be renewed, and who wishes to contest the decision, should first discuss the decision with the Department Chairperson or comparable administrator and then with the appropriate Dean or comparable administrator. Upon request of the faculty member, the Provost will review the decision to determine that it was not illegally discriminatory or otherwise in violation of the \_\_\_\_\_ described in the opening section of this *Manual*, was not in violation of academic freedom as described in Sec. III.H.1, and was made after seeking the advice and counsel of other faculty members, as appropriate. If, following these administrative reviews, the faculty member still believes that s/he

delivers a thoughtful, clearly articulated decision within ten (10) working days. Any panelist selected must recuse themselves if that individual believes s/he cannot impartially fulfill their duties as a committee member. The Office of the General Counsel and, when reasonably available, a representative of the national AAUP will conduct appropriate training about the hearing process for the panelists.

Within ten (10) working days of its formation, the *ad hoc* Judicial Committee will establish a specific time and place for the hearing and will communicate that information to the faculty member who is challenging his/her nonrenewal and the Provost. In setting the date, at least fifteen (15) working days will be allowed for the faculty member to prepare his/her challenge.

The proceedings of the *ad hoc* Judicial Committee are private, and public statements about the nonrenewal by the faculty member, the administration, or the *ad hoc* Judicial Committee should be avoided.

Both the faculty member and the Provost are entitled to be present throughout the hearing, and each is entitled to the assistance of legal counsel or other representative during the proceedings.

and argued by the faculty member and the Provost, respectively, or by legal counsel or other

proceedings, however, is a limited one. In the event that counsel intrudes into the proceedings to such a degree that they are hindered in any manner, the *ad hoc* Judicial Committee is empowered to take such steps as are necessary to ensure the expeditious and unencumbered progress of the hearing. The Committee will determine the order of presentation for the hearing, may secure the presentation of evidence important to the case, and has the primary responsibility to question witnesses, the faculty member, and the Provost.

The purpose of the proceedings is to provide the affected faculty member with an opportunity to have his/her academic freedom claim assessed by peers. Therefore, the proceedings of the *ad hoc* Judicial Committee are informal; the rules of court proceedings and formal rules of evidence are not applicable. The principals and all witnesses are, however, required both to be truthful in their presentations and representations and also to respond candidly to questions from the Committee. An opportunity will be given to the faculty member, designee, counsel, or other representative to make an oral presentation, and a similar opportunity will be given to the Provost, designee, counsel, or other representative. The faculty member has the burden of convincing the Committee that his/her nonrenewal would constitute a violation of academic freedom. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter will be received. The faculty member normally will have the opportunity to confront all adverse witnesses. Where unusual and urgent reasons move the Committee to withhold this opportunity (e.g., a threat of retaliation), or where the witness cannot appear, the reasons for this and the identity and statements of the witness will be disclosed to the faculty member. Committee members, as well as the faculty member and Provost, or their representatives, will have the right to question witnesses who testify orally at the hearing, within reasonable limits to be established by the *ad hoc* Judicial Committee. A record of all proceedings will be kept. Failure to complete the hearing

non-renewal.

After all evidence has been received, the *ad hoc* Judicial Committee should reach its decision in private conference, on the sole basis of the evidence presented at the hearing. The decision not to

it would constitute a violation of academic freedom. The Committee may proceed to its decision



- h. In the case of faculty with major clinical responsibilities and assignments, failure to maintain licensure and/or appropriate hospital credentials necessary to carry out assigned duties.
- i. Documented serious and persistent substandard performance which fails to meet contractual obligations as outlined in this *Faculty Manual* and of which the faculty member has been given reasonable notice.

### **7. Procedures for Termination**

When reason arises to question the fitness of a tenured faculty member, an untenured faculty member on the tenure-

faculty member will cooperate with the *ad hoc* Judicial Committee in securing witnesses and documents.







## 10. Grievances and Appeals

### a. Professional Relations Committee

- 1) The Faculty Senate Professional Relations Committee is charged with adjudicating grievances and screening appeals of non-renewals, and impositions of serious sanctions short of termination.
- 2) Grievances based on equal opportunity, harassment, or retaliation, appeals from the administrative process established in University policy are directed to the Professional Relations Committee. If the sanction is termination, or a serious sanction short of termination, the procedures set forth in Secs. III.I.7 and III.I.9 shall be followed.
- 3) The Committee normally consists of a faculty member from each of the Colleges and freestanding Schools, and the Libraries of the University, having representation on the Faculty Senate.
- 4) The Office of General Counsel and, when reasonably available, a representative of the national AAUP will conduct appropriate training about the grievance process for the members of the Committee.
- 5) Grievances are considered by grievance subcommittees consisting of a minimum of two members of the Faculty Senate Professional Relations Committee and one member of the faculty chosen by the Professional Relations Committee Co-Chairpersons on the basis of knowledge of the general issues involved in the grievance. The subcommittees are chaired by a member of the Faculty Senate Professional Relations Committee who will be responsible for ensuring that the subcommittee's procedures are in accord with established policies.
- 6) The Professional Relations Committee is co-chaired by two faculty representatives appointed by the Faculty Senate Executive Committee. One co-chair is appointed from the College of Arts and Sciences, the Richard A. Chaifetz School of Business, the School of Education, the School of Law, the University Libraries, Parks College of Engineering, Aviation and Technology, or the School for Professional Studies. The second co-chair is appointed from the Doisy College of Health Sciences, the School of Medicine, the Trudy Busch Valentine School of Nursing, the College for Public Health and Social Justice, or the Center for Advanced Dental Education. The Co-Chairpersons will be appointed for staggered three-year terms. The Co-Chairpersons may be chosen from the Committee or from the faculty at large. The Co-Chairpersons have the authority to screen grievances, to assign a case to mediation initially, and to assign subcommittees to hear grievances they find to be of substance. They may serve as members of the subcommittees where appropriate.

## **b. Grievance Process**

- 1) Prior to submitting a formal grievance to the Faculty Senate Professional Relations Committee, a faculty member must first seek to resolve the issues in dispute through other appropriate administrative channels.
  - a) If the action(s) disputed were taken by another faculty member in the same or another Division, Department, College, School, or Library, or by an administrative official in the same or another Division, Department, College, School, or Library, the complaining faculty member must first attempt to obtain a satisfactory resolution of the complaint within the unit of the individual against whom the complaint is being made. Such an attempt at internal resolution should then proceed through whatever regular chain of authority exists in that unit (e.g., to the Division Director and then to the Departmental Chairperson, if appropriate) and ultimately to the Dean or comparable administrator of the unit.
  - b) If the action(s) complained of were taken by an administrative official not under the authority of such a Dean or comparable administrator, the complaining faculty member must attempt to obtain a satisfactory resolution of the dispute by presenting the complaint to the appropriate administrative officer who supervises the individual whose actions are disputed.

All such efforts at internal resolution of complaints should be initiated no later than three (3) months after the date of the occurrence of the action(s) in dispute. The complaint must be in writing. Division Directors, Departmental Chairpersons, and Deans or comparable administrators noted in (1) (a) above, and other appropriate administrative officials, as noted in (1) (b) above, who receive such written complaints should make a determination on the merits of the complaint and communicate this in writing no later than thirty (30) calendar days after receipt of the complaint.

- 2) If the decision by the unit Dean or other appropriate administrative official is unsatisfactory to the complaining faculty member, the faculty member may then submit a grievance, in writing, to the Co-Chairpersons of the Faculty Senate Professional Relations Committee. Such a grievance must set forth with reasonable particularity the action(s) being grieved and the remedy being sought. Such a submission should occur no later than thirty (30) calendar days after receiving notice of the Dean's or administrative official's decision, as noted above.
- 3) A faculty member who believes that s/he has cause for grievance in situations of nonrenewal of contract, a serious sanction, or termination has no recourse under this *Manual* other than to follow the procedures in Secs. III.I.6, III.I.7, and III.I.9, respectively.
- 4) Mediation may be utilized where appropriate. Mediators are drawn from a pool of faculty or others knowledgeable about higher education who have been trained for this purpose, and who are not currently members of the Professional Relations Committee. Both parties in the grievance must be consulted before mediation is recommended.
- 5) Unless otherwise provided by these regulations, the Professional Relations Committee process will be informal in nature and determined by the Committee members. When a

faculty member appears before the Committee, s/he may be accompanied by an advisor. Such an advisor, however, will not be permitted to participate actively in Committee proceedings.

- 6) The Committee submits its findings and recommendations to the Provost as well as to all parties involved in the grievance.
- 7) The University administration must not retaliate against a faculty member for instituting a grievance.





in another unit of the University). The University must make a good faith effort to continue to employ a tenured faculty member who has skills and abilities that satisfy the requirements of other positions within the University.

- (ii) retention of tenured faculty members in preference to untenured and non-tenure-track faculty members except in extraordinary circumstances where an essential part of the academic program could not otherwise be carried out.
- (iii) provision of at least a year of notice, or a year's salary, when there is no realistic choice other than to terminate the services of a tenured faculty member.
- (iv) completion of a term of appointment of an untenured or non-tenure-track faculty member,

The *ad hoc* committee will hold a hearing to consider the following issues:

- (i) whether a state of financial exigency or the need for academic reallocation was declared by the Board of Trustees in accordance with the provisions above.
- (ii) whether the criteria used to identify faculty members to be terminated were properly applied.
- (iii) violation of provisions of Secs. III.I.14.v or III.I.14.vi.

Upon completion of the hearing, the *ad hoc* committee conveys its conclusions and decision is final and not subject to appeal.

#### **IV. Periodic Review and Amendments**

This *Manual* is subject to review and amendment on an ongoing basis. Amendments may be proposed by individual faculty, faculty assemblies or equivalent units, the Faculty Senate or any of its standing committees or task forces, the Provost, or the President of the University. The amendment process is detailed on the Faculty Senate website and is characterized by transparency, consultation, and consensus. This *Manual* and all subsequent amendments require approval by the Faculty Senate, the Provost, and the President of the University and adoption by the Board of Trustees to become effective.

The Joint Faculty Senate-Provost Committee on the *Faculty Manual* is authorized to make minor changes that do not alter the substance or meaning of the text and that, as appropriate, reflect current usage. Such changes take effect when made and will be followed by timely documentation on the *Faculty Manual* website.