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CHAPTER 1. FACULTY GOVERNANCE AND PARTICIPATION IN GOVERNANCE

1.1 Principles of Governance

Within general university norms and specific regulations of the Board of Trustees and the university President, faculty members participate in governance on an institution-wide basis and in the particular academic units with which they are affiliated.

Faculty initiative and participation in governance are a vital part of academic life. Moreover, the general well-being of the university is dependent on the time and talents the faculty contribute in the roles of decision makers and consultants.

Faculty participate in all areas of university governance. They have primary responsibilities over academic and scholarly activities, faculty personnel matters, and education interests and policies. They have participatory or advisory responsibilities in other areas.

Full-time faculty members who are not on special appointment are expected to participate in governance as a normal faculty obligation. Consequently, only for sufficiently serious reasons may they refuse appointments or active service on various committees or in their departments. Part-time faculty members and full-time faculty members on special appointment may be invited to participate in certain governance processes to the extent that their time and other responsibilities permit.

As a general rule, full-time faculty members are entitled to participate and vote in decisions made in the academic departments, schools, and colleges with which they are affiliated. Some matters before a department, school, or college such as promotion and tenure, may be restricted to the deliberation of a limited number of faculty.

1.2 Governance Structure

The faculty of DePaul University shall bear its share of responsibility of shared governance according to the following principles.

1. DePaul University is a community sharing a common interest in the welfare of the institution.
2. DePaul is a university community which has adopted this country's tradition of collegial governance. The university's own philosophy encourages faculty and staff to be concerned with university-wide issues, to prevent barriers from separating different divisions of the university, and otherwise to work for a type of unity that the term "community" implies.
3. As a corporation, the university has a formal structure of governance described principally by its Charter and Bylaws. The latter document assigns certain responsibilities and authority to the Board of Trustees and to particular officers of the university, but it assumes that much of the authority will be shared by a process of delegation.

- 1 4. For the university to be well governed, the diverse interests and perspectives of faculty, staff,
2 students, and administration must be considered and incorporated in a timely fashion in the
3 decision-making processes of the institution.
- 4 5. By tradition and training, the faculty are expected to make judgments about the academic
5 integrity of the curriculum and the professional requirements of faculty status. Therefore,
6 curriculum, academic programs, and faculty status questions shall be considered primary
7 responsibilities of the faculty. It is understood that in order to carry out these responsibilities, the
8 faculty will work closely with the academic administrators and the officers of the university.
9 They will also seek the advice of students, part-time faculty, and staff. While the President and
10 the Board of Trustees have the authority to reverse the decision of the faculty regarding their
11 primary responsibilities, it is expected that they would do so only in exceptional circumstances
12 and would communicate the reasons to the faculty.
- 13 6. Faculty governance regarding academic programs, curriculum, and faculty status regularly takes
14 place through departments, programs, colleges, and schools. Primary governance of those bodies
15 shall reside within the bodies. Some institutional mechanism is required for university faculty to
16 make decisions on all educational matters and policies regarding faculty status which concern
17 more than one college or school or which are otherwise of general interest.
- 18 7. Needed, too, is a mechanism for the university faculty to make recommendations to the president
19 and the provost regarding matters outside the primary responsibilities of the faculty.

20
21 The Faculty Council has been established to ensure full and equal participation of faculty in university
22 governance.

23 24 ***1.2.1 Primary Responsibilities of the Faculty***

25
26 The faculty is vested with primary governance responsibility of academic and scholarly activities and
27 faculty personnel matters within the university, including the following:

- 28
- 29 1. Curriculum matters, including establishment, dissolution, and substantial changes of degree
30 programs; and reorganization of the general university academic structure.
- 31 2. Academic freedom, including rights and responsibilities.
- 32 3. Standards and procedures concerning faculty promotion, tenure, appointments, retention, and
33 performance.
- 34 4. Adjudication of grievance and disputes in all matters involving a faculty member or members.
- 35 5. Standards and procedures concerning instruction.
- 36 6. Regulations regarding attendance, examinations, grading, scholastic standing, honors, and general
37 admission and graduation standards.
- 38 7. Matters pertaining to research, and to scholarly and creative activities.
- 39 8. Academic principles underlying the academic calendar.
- 40 9. In general, any educational interests and policies.

1 **1.2.2 Participatory Responsibilities**
2

3 The faculty will advise or otherwise participate regularly with the administration and other appropriate
4 bodies in university matters including the following:
5

- 6 1. Establishment of university priorities.
- 7 2. Formulation of policy with regard to allocation and utilization of the university's human, physical
8 and fiscal resources and the principles underlying the development of the budget.
- 9 3. Oversight of administrators, establishment or dissolution of administrative offices, and major
10 changes in administrative structure.
- 11 4. Establishment of policies for the regulation of inter-collegiate athletes.
- 12 5. Recommendation of candidates for honorary degrees.
- 13 6. The establishment or elimination of colleges, schools, or local academic unit.
- 14 7. Conducting of commencement exercises and honors convocations.
- 15 8. Other matters inseparably associated with traditional faculty responsibilities.
- 16 9. Any matters of interest to the faculty or pertaining to the university and its purpose.
17

18 **1.3 The Faculty Council and Its Delegated Authority**
19

20 The authority of the faculty to carry out its responsibilities for university-wide issues is delegated to the
21 Faculty Council, except when a meeting of the Council of the Whole is held at the call of the university
22 president, the provost, the Faculty Council, or on written petition to the Faculty Council by at least fifty
23 full-time members of the faculty.
24

25 For the purposes of this Council's representation, the university's regular full-time faculty consists of all
26 tenure-line and term faculty and excludes the president, the provost, the university's vice presidents, the
27 deans of the colleges or schools, and other faculty members whose roles in the judgment of the President
28 of the Faculty Council, are predominantly administrative.
29

30 **1.3.1 Members of the Faculty Council**
31

32 All full-time faculty shall have representation on Faculty Council through voting representatives elected
33 at the college level; all adjunct faculty shall have representation on Faculty Council through a voting
34 adjunct faculty member, appointed from and by the current membership of the Adjunct Faculty Advisory
35 Committee (AFAC, formerly, the Workplace Environment Committee [WEC]). The adjunct faculty
36 representative, appointed by the AFAC, may vote on all issues before the Council except for matters
37 related to tenure-line faculty promotion and tenure. The overall size of Faculty Council, the number of
38 seats for members and alternates, and the distribution of those seats by college shall be determined by
39 Faculty Council according to its bylaws.
40

41 Members shall be elected by the full-time faculty of the various colleges and schools respectively. The
42 term for a regularly elected member of Faculty Council shall be from July 1st of the calendar year in
43 which he or she is elected until June 30th of the calendar year in which his or her term expires. Each
44 calendar year, unit elections for the regular seats and alternate seats held by members whose terms expire

1 in that year shall take place on or after April 1st and at least two weeks prior to the June Faculty Council
2 meeting so that the results can be reported to the chair of the Committee on Committees for presentation
3 at the June meeting of the Council. Members elected at that time shall begin their terms on July 1st of that
4 year.

5
6 Council members shall hold office for three years with staggered terms so that one-third of the
7 membership is eligible for election each year. The office of a Council member shall become vacant on
8 incapacity, resignation, or the absence of said council member from the meeting of the Council for four
9 consecutive months. The college dean shall call a special election to fill an existing vacancy.

10
11 Alternate members shall hold office for one-year terms. In the event of an anticipated absence of a
12 council member from a Council meeting, the council member shall designate an alternate to participate in
13 his/her stead with full rights of a Council member.

14
15 The Faculty Council Committee on Committees shall review the composition of Faculty Council
16 membership by February 29th of every leap year and make a recommendation to Faculty Council during
17 the subsequent March meeting to maintain or adjust the composition of membership to take effect for the
18 coming academic year.

19 20 ***1.3.2 Officers of the Faculty Council***

21
22 The Council shall elect a president as presiding officer, a vice president, a secretary, and communication
23 officer from among its elected members. These officers may be from any school or college. An
24 additional officer shall be the chair of the Committee on Committees, who shall be elected from among
25 the COC members themselves, subject to the approval of Council.

26
27 The Council president shall represent Council in university business that Council deems appropriate. She
28 or he shall call the monthly meetings of Council, preside over Faculty Council Executive Committee
29 meetings, and otherwise organize the business of Council in consultation with the other officers. The
30 Council president does not vote on Council resolutions except to break a tie vote or to create a tie vote. In
31 the case of secret ballot, the president may vote on all matters on the secret ballot.

32
33 The vice president shall represent Council in university business deemed appropriate or in instances in
34 which the president is unable to attend. The vice president shall be the working liaison between Council
35 and specific standing committees as designated by the president and shall organize the Faculty Council
36 Executive Committee meetings.

37
38 The secretary shall keep the minutes at the Council meetings; schedule, send notice to attend, and
39 distribute materials for meetings; maintain the archival records of Council; and report findings or
40 decisions of Council to the appropriate administrative bodies for action.

41
42 The communication officer shall exercise communication between Faculty Council and Faculty, monitor
43 and update the Faculty Council website, and assist the Council secretary when needed.

1 The chair of the Committee on Committees shall organize the appointment of faculty (subject to
2 Council's approval) to all faculty slots on university and Council committees. She or he shall maintain
3 the records of current and previous faculty appointments, oversee the process of Council elections in the
4 various colleges, and perform other organizational duties as designated by the president and the Faculty
5 Council Executive Committee.

6
7 The duties of Faculty Council officers are further specified in Faculty Council's bylaws.

8
9 The president, vice president, secretary, and communication officer of the Council shall be elected at each
10 June meeting. It is not precluded, but it is also not an assumption, that the vice president will necessarily
11 succeed the president. Terms for all officers are one year, subject to re-election. The president and vice
12 president must collectively represent at least two (2) colleges or schools. There shall be no more than two
13 (2) representatives from the same college among the five Faculty Council officers. Should any officer be
14 unable to fulfill her or his term, the Committee on Committees shall determine by next Council meeting a
15 proper process for succession.

16 17 ***1.3.3 Meetings of the Council***

18
19 The Council shall generally meet on the first Wednesday of each month during the academic year
20 (September through June, inclusively), and as needed at the call of the president of the university, the
21 provost, the Faculty Council president, or at the call of the majority of the Council members. Minutes of
22 each meeting shall be posted promptly on the FC website by the Council secretary.

23
24 At least five days before every meeting, the Council secretary shall send to Council members notice of the
25 forthcoming Council meeting, together with documents pertaining to the agenda of the meeting, including
26 the text of any proposed legislation.

27 28 ***1.3.4 Notice to the Faculty of Council Meetings***

29
30 The Council secretary shall post to Council's website and send notice and agenda of each meeting of the
31 Council to all faculty members, together with documents pertaining to the agenda of the meeting,
32 including the text of any proposed legislation.

33 34 ***1.3.5 Conduct of Meetings***

35
36 The presence of 50% or more of the voting eligible members of the Faculty Council shall constitute a
37 quorum of the Council.

38
39 Decisions are to be made by majority vote of the Council members present, provided that the votes in
40 favor of a resolution shall number more than one-third of the voting eligible members.

41
42 All faculty members may attend meetings of the Council, excluding executive sessions. Chairs of
43 committees of the Faculty Council may offer motions and speak on behalf of their committees.

1 The Council may, by decision of the president or a majority of the Council members present, permit other
2 persons not on the Council to speak on agenda items.

3
4 An executive session may be called by the president of the Faculty Council at his/her discretion, which
5 may be overruled by a majority of the Faculty Council members present. Sessions dealing with matters
6 involving the right to privacy of individuals normally shall be executive sessions. Executive sessions
7 may be used for obtaining information and for deliberation; but final policy decisions shall be made in
8 open Faculty Council meetings.

9 10 **1.3.6 Communication of Decisions**

11
12 All decisions and recommendations of the Faculty Council shall be forwarded to the president of the
13 university (or the provost as designee) for approval.

14
15 In the event the president of the university (or the provost as designee) disapproves any Faculty Council
16 decision or recommendation, the president (or provost as designee) shall communicate the reasons to the
17 Faculty Council.

18 19 **1.3.7 Responsibility to the Faculty**

20
21 The Council secretary shall regularly send a summary of Council's actions to the provost and post to
22 Council's website all records of actions and responses from the university president (or provost as
23 designee).

24
25 The Council communication officer shall regularly send communiques to all faculty keeping them
26 informed on the Council's actions and discussions, send updates from the Council's officers, manage and
27 update the Council website that serves as the communication hub for all faculty.

28
29 At the request of a majority of voting members present at a Faculty Council meeting, but no fewer than
30 one-third of Council's total voting membership, any matter must be submitted to the faculty for
31 consideration. The Council shall establish the manner by which the faculty shall vote by mail, electronic
32 ballot or otherwise on any such matter. A vote by the majority of the full-time faculty members of the
33 university shall be binding on the Faculty Council.

34 35 **1.3.8 Conduct of Meetings of the Council of the Whole**

36
37 Twenty-five (25) percent of full-time faculty members shall constitute a quorum of the Council of the
38 Whole. Meetings of the Council of the Whole shall be chaired by the president of the Faculty Council.
39 Decisions of the Council of the Whole shall be made by a majority of the full-time faculty members
40 present, subject to ratification by a vote of the majority of all full-time faculty members in a special mail
41 or electronic ballot.

1 **1.4 Committees of the Faculty Council**
2

3 The Faculty Council is empowered to establish committees of the Faculty Council. The Faculty Council
4 appoints the members of the Committee on Committees from among the members of Faculty Council.
5

6 Membership on other Faculty Council committees is not limited to Faculty Council members. The
7 Faculty Council shall prescribe the terms of office for members of all committees. In the case of standing
8 committees, the terms of office shall normally be staggered to permit a reasonable degree of continuity.
9

10 The Faculty Council shall prescribe the duration of any ad hoc committees. Any standing or ad hoc
11 committee which fails to meet or does not otherwise act or file a report for a period of one year shall be
12 discontinued automatically.
13

14 Each committee of the Faculty Council shall select its own chair. With the approval of the Committee on
15 Committees, each committee may appoint subcommittees from its own members or from among other
16 members of the full time and part time faculty and such members of the administration, staff, and students
17 as shall be helpful in its deliberations.
18

19 The standing rules and operating procedures for Faculty Council committees and subcommittees are
20 further specified in Council's bylaws.
21

22 ***1.4.1 General Duties of Committees***
23

24 Committees shall recommend to the Faculty Council new policies and changes in policies in their areas of
25 responsibility.
26

27 They shall receive and consider proposals in their areas of responsibility from the Faculty Council, the
28 administration, Student Government Association, staff, and other relevant sources. Committees shall
29 present their recommendations to the Faculty Council. In their deliberations, committees and
30 subcommittees shall seek advice, information, or materials from other members of the university
31 community.
32

33 They shall review annually sections of the Faculty Handbook pertaining to their areas of concern and
34 make recommendations for revision.
35

36 They shall meet frequently and maintain liaison with appropriate committees and groups established by
37 the academic units, the Student Government Association, the Staff Council, and other university
38 constituencies.
39

40 ***1.4.2 Standing Committees of the Faculty Council***
41

42 Currently the Faculty Council has fifteen (15) standing committees. Committee charges are detailed in
43 Council's bylaws:
44

- 1 • Committee on Academic Policy (CAP)
- 2 • Committee on Committees (COC)
- 3 • Committee on Contingent Faculty (CCF)
- 4 • Committee on Online Learning (COOL)
- 5 • Committee on Curriculum and Programs (CCP)
- 6 • Committee on Learning and Teaching (COLT)
- 7 • Committee on Research Policy (CORP)
- 8 • Committee on the Status of Faculty (SOF)
- 9 • Committee on Equity, Inclusion, and Diversity (CEID)
- 10 • DePaul Health Committee (DHC)
- 11 • Faculty Committee on Appeals (FCA)
- 12 • Faculty Council Budget Committee (FCBC)
- 13 • Faculty Council Executive Committee (FCEC)
- 14 • Faculty Council Handbook Committee (FCHC)
- 15 • Liberal Studies Council (LSC)
- 16 • Physical Environment Committee (PEC)
- 17 • Promotion and Tenure Policy Committee (PTPC)

18

19 ***1.4.3 University Committees with Faculty Representation***

20

21 University committees dealing with matters in which the faculty have governance responsibility or
 22 interest shall have faculty representation. Faculty representatives on such committees shall be responsive
 23 to the Faculty Council to the extent appropriate.

24

25 To the extent that any boards or committees not under the auspices of the Faculty Council address areas
 26 of primary faculty responsibility and report directly to the university president or other university officers,
 27 those boards or committees shall be subject to the policies of the Faculty Council and to review by the
 28 Faculty Council.

29

30 Faculty are represented on the following university committees and boards:

31

- 32 • 403(b) Investment and Plan Administrative Committee
- 33 • Academic Advising Award Committee
- 34 • Academic Affairs Committee - Board of Trustees
- 35 • Academic Integrity Board
- 36 • Academic Integrity Student Consultants
- 37 • Academic Program Review Committee
- 38 • All University Judicial Board
- 39 • Campus Recreation Advisory Committee
- 40 • Campus Violence Prevention Committee
- 41 • Committee on Conflict of Interest in Sponsored Programs
- 42 • Comprehensive Internationalization Committee
- 43 • Continuing and Professional Education

- 1 • Faculty Grievance and Appeals Panel
- 2 • Fair Business Practices Committee
- 3 • Grade Challenge Review Board
- 4 • Institutional Biosafety Committee (IBC)
- 5 • Issues Review Board (for staff grievances)
- 6 • Library Review Board
- 7 • Public Service Council
- 8 • Quality of Instruction Council
- 9 • Strategic Resource Allocation Committee
- 10 • Student Activity Fee Board
- 11 • Student Welfare Taskforce
- 12 • Teaching Learning and Technology Committee
- 13 • Tuition Pricing Committee
- 14 • University Athletic Board
- 15 • University Benefits and Compensation Committee
- 16 • University Board on Faculty Promotion and Tenure
- 17 • University Institutional Animal Care and Use Committee
- 18 • University Institutional Review Board for the Protection of Human Subjects (IRB)
- 19 • University Research Council
- 20 • University-wide Honors Program Committee

21

22 **1.5 Amendment of the Faculty Handbook**

23

24 The Faculty Handbook may be amended by the faculty. Changes to the Faculty Handbook take effect
25 when accepted by the university president.

26

27 The Faculty Handbook may be amended in either of two ways:

28

- 29 1. By the affirmative vote of least sixty percent (60%) of the members of the Faculty Council
30 present at the meeting, provided that those votes represent at least 50% of the total Faculty
31 Council membership; or
- 32 2. By submission of a proposed amendment over the signature of 10% of the regular full-time
33 faculty as a whole for ratification. The Committee on Committees will then task a committee to
34 oversee a referendum within 14 days. The amendment will be approved if a majority of the full-
35 time faculty cast referendum ballots and if at least two-thirds of the faculty members casting
36 ballots vote in favor of the amendment.

1	CHAPTER 2. RECRUITMENT, APPOINTMENT, AND CATEGORIES OF	
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CHAPTER 2. RECRUITMENT, APPOINTMENT, AND CATEGORIES OF FACULTY

This chapter defines categories of faculty and sets out DePaul University's policies for recruitment, appointment, and review of faculty members. It also addresses change of faculty affiliation or status and summer session appointments. As stated in Section 1.1 of this Handbook, the faculty as a whole is vested with primary governance responsibility for academic and scholarly activities and faculty personnel matters within the university. As a general rule, full-time faculty members (both tenure-line and term) are entitled to participate and vote in decisions made in the academic programs, departments, schools, and colleges with which they are affiliated. However, some matters including faculty hiring, tenure, promotion, and review are restricted exclusively to tenure-line faculty.

2.1 Recruitment Policies

Academic deans, local academic unit officers, and academic program directors have responsibility for initiating the process for faculty appointments, with the exception of the position of dean.

Consultation with the tenure-line faculty of the local academic unit, as defined by the unit's written policies, is required for the appointment of all full-time faculty and local academic unit officers. Only in rare instances and for compelling reasons will an appointment be made over the expressed opposition of the local academic unit faculty. In such circumstance, the dean shall, in writing, inform the local academic unit of the specific reasons for overturning the judgment of the faculty.

Faculty involved in the search process are individually accountable for following the university's equal employment opportunity policies.

DePaul University provides equal employment opportunities to all employees and applicants for employment. As an Equal Opportunity Employer, DePaul does not discriminate or permit discrimination on the basis of race, color, religion, national origin, age, disability, sexual orientation, gender identity, military or veteran status, genetic information, marital status, parental status, ancestry, source of income, or any other classes protected by local, state, and federal law.

In order to provide for the most diverse and highest quality faculty, DePaul is committed to searches conducted in the broadest possible markets.

Entry-level hiring for tenure-line positions presumes a national search. A national search is defined by the practices of the disciplinary or interdisciplinary field and generally includes advertisements as customary in the discipline, recruitment at national conventions, and similar wide outreach.

In limited cases the requirements for a national search may be waived if a scholar of exceptional merit has already been identified as a target of opportunity hire, particularly if that scholar would enhance DePaul's diversity profile or bring difficult to find expertise to the University.

1 A local academic unit's written request to waive the search requirement for an academic appointment
2 must be approved by its tenure-line faculty. The request must convince the dean and the provost that the
3 candidate is fully qualified for the position. Evidence of the candidate's significant accomplishments and a
4 rigorous review of the candidate's qualifications in teaching, research and other creative activities, and
5 service are expected in the subsequent preparation of the appointment recommendation.
6

7 **2.2 Initial Academic Appointments**

8 **2.2.1 General Criteria and Policies**

9
10
11 The faculty has a major responsibility for fulfilling the principal functions of the university: teaching,
12 scholarship, research and other creative activities, and service. DePaul appoints its faculty on the basis of
13 scholarly achievement and the promise of continuing academic growth, competencies directly related to
14 the university's academic goals and programs, and acceptance of the principles as stated in the
15 Employment Policies and Procedures section of this Handbook.
16

17 The principal criteria for initial appointment and promotion in academic rank are: quality of teaching;
18 scholarship, research or other creative activities; and service.
19

20 General university criteria are subject to further specification standards adopted by colleges, schools and
21 local academic units. Criteria, which are approved by and included in official documents of the academic
22 units, are as binding on the members of those units as are the general university standards for which they
23 provide explication. Should there be a difference between the two sets of criteria, those of the university
24 shall prevail.
25

26 Authority to appoint faculty rests with the university president. In practice, this authority is regularly
27 delegated to the provost, who carefully reviews the terms of the proposed faculty contract before it is
28 approved and issued. The review is to assure that the terms of the proposed faculty contract are
29 compatible with university policies, accepted academic standards, and principles of equity with respect to
30 other DePaul faculty members in comparable positions.
31

32 The Office of the Provost has overall responsibility for monitoring academic appointments. This office
33 establishes policies and procedures related to faculty employment that are compatible with the general
34 university guidelines. These guidelines assume, however, that most of the initial responsibility for the
35 selection process resides with academic deans, local academic officers, and directors of academic offices.
36

37 Initial appointments are in contract form, each including:
38

- 39 1. Salary
- 40 2. Length of contractual service
- 41 3. Academic rank
- 42 4. Tenure status
- 43 5. Affiliation with an academic unit, that is, a particular college/school, academic department, or
44 academic program.

1 The offer letter to the faculty member includes specific terms, which are then incorporated into the formal
2 contract. The initial contract may be for one, two, or three years on the recommendation of the academic
3 dean and with the approval of the provost.

4
5 If the initial contract comes with tenure, it must meet the criteria of section 2.2.2 below. An initial
6 contract may not result from a Change of Status (2.6.2).

7
8 Two or more members of the same family may be given faculty appointments, even in the same
9 college/school or local academic unit. However, such an appointment will not be made in a situation in
10 which one member of the family holds an administrative position that requires a judgment on the other
11 member's qualifications for appointment and salary. Similarly, after the initial appointment, one member
12 of a family is not eligible for an administrative appointment in a unit of the university that would require
13 the above-mentioned judgments on the qualification of another member of the family.

14 15 **2.2.2 *Hiring With Tenure upon Initial Appointment***

16
17 The granting of tenure upon initial appointment shall be at the discretion of the local academic unit
18 officer, the dean, and the provost, after a rigorous peer review by the local academic unit's tenured
19 faculty. The personnel committee of the unit (or equivalent) shall conduct an evaluation of the candidate
20 applying the unit's tenure and promotion guidelines (which themselves must be consistent with the
21 university criteria) and shall report to the tenured faculty prior to the vote. All initial appointments with
22 tenure must include a vote of the local academic unit tenured faculty with a recommendation for or
23 against tenure.

24
25 The university hires a candidate with tenure upon initial appointment only if the individual satisfies one or
26 more of the following criteria:

- 27
28 1. Prior academic achievement comparable to incoming rank at DePaul;
29 2. Extensive, relevant non-academic experience; or
30 3. Appointment to provost, dean or local academic unit officer positions.

31
32 Persons who are already full-time or part-time employees of DePaul University in any capacity (except
33 "Visiting Faculty" as defined in Section 2.3.3) are not eligible for initial appointments with tenure under
34 this section, but must instead be first appointed without tenure to the tenure-line faculty and subsequently
35 evaluated under the tenure process outlined in Chapter 3 of this Faculty Handbook.

36
37 Faculty hired with tenure at the rank of Associate Professor or Professor upon initial appointment must
38 have appropriate qualifications and prior experience. Only a candidate with an exceptional record may be
39 appointed with tenure under this section if the candidate has not previously been granted tenure at another
40 institution.

41
42 In order to appoint a new faculty member at the rank of full professor who has not previously held that
43 rank at a recognized college or university, there must be an evaluation of the candidate's scholarly or
44 creative record by the local academic unit's tenured faculty and a minimum of three outside experts who

1 have been sent the appropriate materials. Selection of reviewers and the appropriate materials to submit to
 2 the reviewers follows the external review procedure described in Chapter 3.

3
 4 In order to appoint with tenure a candidate whose experience is primarily nonacademic, the tenured
 5 faculty of the unit must include in the departmental vote and request for an appointment a written case for
 6 the strength of the candidate's non-academic experience.

7
 8 Individuals under consideration for appointment to provost, dean, or local academic unit officer positions
 9 can be appointed with tenure. These candidates must have demonstrated scholarly and academic
 10 credentials or extensive relevant experience. The administration initiates appointments with tenure to
 11 these positions. For dean or local academic unit officer positions, the provost, with a consultative vote of
 12 the tenured faculty on the issue of tenure within the appropriate unit, will make the initial appointment
 13 with tenure. When appointing a provost, the president, with a consultative vote of the tenured faculty on
 14 the issue of tenure within the appropriate unit, will make the initial appointment with tenure. When
 15 appointing a president, the Board of Trustees, with a consultative vote of the tenured faculty on the issue
 16 of tenure within the appropriate unit, will make the initial appointment with tenure. The university would
 17 normally provide an additional permanent position and funding to the local academic unit if and when the
 18 dean, provost or president returns to a faculty position.

19 20 **2.3 Full-Time Faculty Appointments**

21
 22 All full-time faculty fall into three categories: tenure-line faculty, term faculty and special appointments.

23 24 **2.3.1 *Tenure-line Faculty***

25
 26 Tenure-line appointments may be at the rank of instructor awaiting terminal degree conferral, assistant
 27 professor, associate professor, or full professor. All tenure-line appointments shall involve an evaluation
 28 of the candidate's qualification based on the approved policies and procedures of the local academic unit,
 29 as well as a vote of the tenure-line faculty of the unit, except under circumstances stipulated in Section
 30 2.2.2.

31 32 **Instructor Awaiting Terminal Degree Conferral**

33
 34 Candidates who are hired into tenure-line positions but have not successfully completed all requirements
 35 for the terminal degree may be appointed to this rank with the stated expectation that, upon conferral of
 36 the degree, the faculty member will be appointed to a tenure-line position at the rank of assistant
 37 professor. Typically, the period of time as an instructor in this category would be one year, and only
 38 under rare and compelling circumstances should it exceed two years. Time in rank as instructor in this
 39 category may count towards tenure; the probationary period is determined by an agreement between the
 40 dean and the faculty member in the initial contract as assistant professor. The annual performance review
 41 process (Section 2.3.4) will be used to determine whether contract renewal for the next academic year is
 42 appropriate and desired. The tenure clock would start the September after the university receives
 43 confirmation of the candidate's terminal degree.

1 **Assistant Professor.** The doctorate or other terminal degree is required for this rank. Exceptions are
 2 made for candidates who have already attained recognition for scholarly or other relevant professional
 3 achievements and who give promise of continued academic development. The assistant professor should
 4 demonstrate a potential for becoming an effective teacher, for pursuing scholarship, research, and/or other
 5 creative activities, and for service.

6
 7 **Associate Professor.** In addition to the requirements for assistant professor, the candidate must
 8 demonstrate consistently effective teaching performance. The candidate should also show evidence of
 9 notable scholarship, research, and/or other creative activities, and service. For this rank, the candidate
 10 should show significant involvement in university activities at the local academic unit and beyond. This
 11 rank is reserved for those with recognized academic achievements.

12
 13 **Professor.** In addition to the requirements for associate professor, candidates must give evidence of
 14 continued scholarship, research, and/or other creative activities, the quality of which is recognized by
 15 their peers inside and outside the university. Candidates for this rank must also show a record of notable
 16 service contributions at the university level. Effective teaching remains mandatory for this rank. This rank
 17 is reserved for those with recognized academic achievements.

18
 19 **Tenure-line Joint Appointments**

20
 21 A faculty member may receive a joint appointment or affiliation in two local academic units. For a joint
 22 appointment in two units, a candidate for initial appointment must be evaluated and recommended by the
 23 faculty of both local academic units. The criteria for determining eligibility for such a joint appointment
 24 are those for the usual initial appointment.

25
 26 **2.3.2 Term Faculty**

27
 28 **2.3.2.1 Definitions and Scope**

29
 30 Term faculty positions are full-time, non-tenure-line, and do not lead to tenure.

31
 32 The university uses term faculty positions to:

- 33 • Retain a cadre of effective and committed teachers who can provide instructional continuity;
- 34 • Maintain flexibility in allocating resources for faculty positions;
- 35 • Bring in outstanding individuals who will enrich the learning experience through their
 36 professional qualifications and experiences from careers outside academia;
- 37 • Provide additional time for scholarly pursuits of tenure-line faculty;
- 38 • Deal with exigent circumstances, such as replacing faculty on leave, filling vacancies that occur
 39 too late to conduct an appropriate search for a tenure-line faculty appointment, filling a vacancy
 40 resulting from an unsuccessful search for a tenure-line faculty member, or staffing a new and
 41 developing program;
- 42 • Teach in and administer programs that deliver a high volume of service-level courses and/or
 43 require specialized skills or knowledge to run.

1 The university does not use term faculty positions to:

- 2
- 3 • Permanently replace a tenure-line position;
- 4 • Avoid adding new tenure-line positions when merited; or
- 5 • Provide a safe harbor for faculty whose tenure status is in jeopardy. (Section 2.6.2)

6

7 The percentage of term faculty in a local academic unit should not be more than 30% of the full-time
8 faculty in that unit. Units may exceed 30% if approved by majority votes of the unit's tenure-line faculty
9 and by the Faculty Council. Such exemptions are typically granted to: (i) units with new or developing
10 programs; (ii) units whose primary instructional programs involve clinical and similar professional
11 activities not usually covered by tenure-line faculty, and (iii) units whose primary instructional
12 obligations are not typically met by tenure-line faculty due to extraordinary responsibility for service-
13 level courses.

14

15 Term faculty may use the grievance and appeals processes set out in Chapter 5, except as delimited by
16 Section 2.3.2.6.

17

18 **2.3.2.2 Term Faculty Ranks**

19

20 Term faculty may be appointed at the ranks of Instructor, Professional Lecturer, and Senior Professional
21 Lecturer.

22

23 **Instructor:** A term faculty member without a terminal degree is usually hired at the rank of Instructor.
24 Such faculty members are normally hired to satisfy short-term curricular needs and to provide support in
25 staffing skills-oriented areas of the curriculum. The primary responsibility of instructors is teaching, and
26 their duties usually do not involve service to the unit or other professional activities. Instructors may be
27 called upon to carry out minor administrative functions to help support programmatic and teaching-
28 related activities. The College of Law, in keeping with the general practice of law schools, may use the
29 title Visiting Assistant Professor for individuals hired at the rank of Instructor.

30

31 **Professional Lecturer:** This rank is reserved for term faculty who satisfy one or more of the following
32 criteria:

- 33
- 34 • Hold a terminal degree in their instruction area;
- 35 • Have satisfactorily taught at the rank of instructor for three years; or
- 36 • Possess professional qualifications and achievements equivalent to a terminal degree in the
37 relevant field.

38

39 The primary responsibility of professional lecturers is teaching, and their duties include service to the unit
40 and other professional activities deemed appropriate by the unit and the dean. Professional Lecturers may
41 be called upon to carry out minor administrative functions to help support programmatic and teaching-
42 related activities. An academic unit may also appoint to this rank those who have equivalent professional
43 experience upon initial hiring. After five years of satisfactory service and upon a formal review by the
44 unit, professional lecturers are eligible for promotion to the rank of Senior Professional Lecturer.

1
2 **Senior Professional Lecturer:** This rank recognizes the contributions of term faculty who have served at
3 the rank of professional lecturer and have demonstrated superior performance as a teacher. Senior
4 Professional Lecturers may be called upon to carry out minor administrative functions to help support
5 programmatic and teaching-related activities. An academic unit may also appoint to this rank those who
6 have equivalent professional experience upon initial hiring. After five years of satisfactory service and
7 upon a formal review by the unit, professional lecturers are eligible for promotion to this rank.

8
9 An academic unit may also appoint to this rank an individual who, upon initial appointment, has
10 equivalent professional experience. Senior professional lecturers have the same duties as professional
11 lecturers.

12 13 **2.3.2.3 Functional Titles**

14
15 Colleges shall confer upon term faculty members functional titles to reflect their particular status or role
16 within the unit. The terms “Assistant Professor,” “Associate Professor,” and “Professor” must only be
17 used with a modifier. Such titles will not affect the person’s rank and should be set out explicitly in the
18 faculty member’s contract. Functional titles should not be created on an ad hoc basis, but created and
19 defined by each local academic unit, in consultation with term faculty within the unit, to reflect its
20 programs and special needs. The titles shall be approved in writing by a simple majority of unit tenure-
21 line faculty, the dean and the provost in turn, and should appear in local academic unit governing
22 documents.

23 24 **2.3.2.4 Responsibilities and Participation in Governance**

25
26 The primary responsibility of term faculty will be teaching and, as such, term faculty appointments
27 generally carry higher teaching loads than tenure-line appointments. However, term faculty also have a
28 responsibility for continued professional development, for which the units must provide appropriate
29 support. Continued professional development is a criterion for evaluation of term faculty. Each unit’s
30 definition of professional development, and criteria for evaluation of professional development must be in
31 writing and made available to term faculty.

32
33 Term faculty at the rank of professional lecturer or above may be involved in the typical service activities
34 of faculty in the unit. These activities may include advising and the creation and supervision of the
35 curriculum, based on the unit’s written policies. In general, term faculty have the right to participate in
36 faculty governance except in matters related to hiring, retention, promotion, and tenure. As the annual
37 performance review is a process that is separate and apart from hiring, retention, promotion and tenure,
38 term faculty should not be excluded from participating with tenure-line colleagues in establishing their
39 performance review guidelines. For term faculty who serve as program administrators, participation in
40 faculty governance also includes hiring and reviewing adjunct faculty in their program and contributing to
41 the review of term faculty in their program, as specified in their contract. The local academic unit officer
42 should ensure a fair balance of the term faculty members’ teaching load, service and administrative
43 responsibilities, as well as the unit’s expectations for continued professional development.

2.3.2.5 Hiring and Contract Duration

Term faculty members are initially hired on one- or two-year contracts.

An evaluation of the candidate's qualifications and input by faculty of the local academic unit, as specified in the unit's personnel policies, must precede the initial hiring of a term faculty member. In the absence of personnel policies regarding faculty input, hiring will require a vote of the unit's tenure-line faculty.

For initial appointment (and any subsequent reappointments), the duties of the term faculty member and evaluation criteria must be specified in writing and approved by the unit or its personnel committee.

Annual performance reviews to support recommendations regarding reappointment shall follow an informal review process, defined by the unit, except where a more extensive formal review, also defined by the unit, is required, i.e., for promotion in rank, consideration of long-term contracts, or non-reappointment of a senior professional lecturer. Local academic units shall articulate and clearly communicate to candidates where informal reviews or formal reviews are required.

Term faculty may be reappointed to one- or two-year terms as described in the following section. The specific peer review and evaluation process for each unit or college will be developed by the faculty and specified as part of the unit's personnel policies. There is no limit to the number of reappointments.

Upon the satisfactory completion of at least three years of service, a term faculty member will be eligible for, and may apply for, a longer-term contract ranging from three to five years, with specific length and duties determined based on the needs of the unit in consultation with unit faculty. The application will be reviewed according to Section 2.3.2.6. Term faculty who are appointed as program administrators or center directors and are eligible for long-term contracts should be offered long-term contracts.

Exceptions include, but are limited to, enrollment concerns, temporary appointments, grant-supported positions, and newly established programs or centers. Long-term contracts may be renewed, with each renewal following the formal review process established by the local academic unit. If the candidate is reappointed without a long-term contract due to the candidate's performance, they may reapply after two additional consecutive years of service. If the candidate is reappointed without a long-term contract for any reason other than the candidate's performance, the candidate may reapply the following year.

2.3.2.6 Reappointment and Termination

Term faculty appointments carry no right of reappointment at the conclusion of a contract.

The dean or local academic unit officer shall give term faculty appropriate notice before a decision is made on reappointment. Term faculty may submit supporting materials for reappointment to the dean or the local academic unit officer, according to the unit's performance review process.

The dean or local academic unit officer shall give term faculty written notice of the decision for reappointment or non-reappointment by April 10. The faculty member may report failure to provide

1 timely notice of the decision to the next level academic officer. That notice shall be provided within ten
2 business days of the report of failure to provide timely notice.

3
4 Consideration of a long-term appointment for a term faculty member shall include an evaluation by the
5 unit (based on the unit's written personnel policies), an opportunity for the candidate to submit supporting
6 documentation, a vote of the unit's tenure-line faculty, and review by the dean and provost.

7
8 Non-reappointment of an instructor or professional lecturer shall involve input by the faculty of the local
9 academic unit as specified in the unit's personnel policies. In the absence of such personnel policies
10 regarding faculty input or review, the decision rests with the local academic unit officer. Non-
11 reappointment of senior professional lecturers requires a formal review process by the unit.

12
13 Term faculty may not grieve the university decision's not to reappoint. Term faculty may appeal the
14 university's decision not to reappoint only on the grounds of academic freedom violation or
15 discriminatory practices prohibited by university policies or applicable federal, state, or local laws. Term
16 faculty appeal procedures are detailed in Chapter 5.

17 18 **2.3.3 *Special Appointments***

19
20 Special appointments may take the form of visiting faculty, research faculty (for example, post-doctoral
21 fellows), and University Professors. These positions are so designated because the appointment has a
22 definite time limitation or is an appointment whose continuation is directly connected to the faculty
23 member's program.

24
25 During the period of the visit, the university may consider appointing faculty holding a special
26 appointment for a tenure-line faculty appointment. Consideration for appointment with tenure must
27 follow procedures in Section 2.2.2. Consideration for appointment into a tenure-line but untenured
28 position must follow procedures in Section 2.3.1. The university's requirement for an outside search must
29 be met, unless waived under the waiver standards of Section 2.1.

30 31 **University Professor**

32
33 The president may make special full-time university appointments. Such appointments are limited to (i)
34 high-level administrative staff, the nature of whose responsibilities include supervision of academic
35 policies or (ii) special honorific appointments in furtherance of the university's goals and mission. Special
36 appointments are made by a formal contract which indicates the scope of responsibilities and limitations
37 attached to the appointment.

38
39 Faculty appointed as university professor are not affiliated with any academic unit and may not
40 participate in the governance, service, or educational activities of the unit except with the expressed
41 consent of the tenure line faculty of the unit.

1 **Visiting Faculty**

2
3 Appointment as a visiting faculty member is reserved exclusively for faculty members who are employed
4 by a home institution other than DePaul and retain that employment relationship during a full or part-time
5 appointment at DePaul. The home institution of the visiting faculty member will ordinarily be another
6 institution of higher education, but may be a foundation, a corporation or a government agency or other
7 appropriate body. In rare cases, artists or scholars of national stature who do not have a home academic
8 institution may be considered for visiting faculty positions.

9
10 Visiting faculty members may have the titles Visiting Assistant Professor, Visiting Associate Professor,
11 or Visiting Professor. The qualifications for each rank are the same as for initial appointment of tenure-
12 line faculty. Visiting faculty may be offered contracts not to exceed two years, with approval of the
13 tenure-line faculty of the relevant unit and of the dean and provost.

14
15 The College of Law, in keeping with the general practice of law schools, may use the title Visiting
16 Assistant Professor for individuals hired at the rank of Instructor.

17 **Research Faculty**

18
19
20 The university may grant a research faculty position to a person engaged primarily in scholarship or
21 professional activities relevant to the work of the university. The local academic units recommend
22 research faculty appointments and reappointments based on established policies and procedures of the
23 unit, subject to the approval of the dean and the provost. These appointments may be at the rank of
24 research assistant professor, research associate professor, or research professor, provided that the research
25 faculty member possesses the educational and scholarship qualifications appropriate to the particular
26 rank. The local academic unit will specify the nature and extent of the duties research faculty members in
27 consultation with the director of the relevant center, institute, or group with which the research faculty
28 member will be associated. The university will provide the description of duties in a letter of appointment.
29 The research faculty should not expect employment beyond the contract period. These appointments carry
30 no implication of, or credit towards, academic tenure.

31
32 Research faculty will normally have sources outside the university to fund their salaries, such as external
33 grants or funds provided through other institutions. Exceptions will require the provost's written approval
34 upon recommendation of the local academic unit. Research faculty receive resources and access to
35 university facilities as determined by the local academic unit officer or the director of the center, institute,
36 or group with which they have affiliated.

37 **2.3.4 Annual Performance Review**

38
39
40 All tenure-line and term faculty are reviewed annually. The annual tenure-line process and term-line
41 process each consist of a review and evaluation of performance during the preceding academic year based
42 on the local academic unit's criteria and responsibilities. Criteria, responsibilities, and processes for
43 tenure-line faculty are developed and approved by the local academic unit's tenure-line faculty. Criteria,
44 responsibilities, and processes for term faculty are developed and approved by the local academic unit's

1 full-time faculty. Criteria, responsibilities, and processes must be described in the local academic unit's
2 governance documents. The review may serve one or more of the following purposes:

- 3
- 4 1. to provide an opportunity for feedback on performance during the preceding year, to
5 communicate expectations, and to develop goals for the coming year;
- 6 2. to determine salary recommendations;
- 7 3. in the instance of term faculty and instructor awaiting terminal degree conferral, to determine
8 whether contract renewal for the next academic year is appropriate and desired.
- 9

10 Reviews of performance are written processes implemented by the local academic unit officer or dean.

11

12 Salary recommendations, while part of the annual review process, may use criteria and considerations
13 somewhat different from decisions on contract renewal or promotion and tenure. Salary decisions are
14 made in accordance with university budget guidelines and usually are made at a different time during the
15 academic calendar year. Salary decisions may result in a merit increase when budgets allow. Salary
16 decisions may include increases for such things as equity and market adjustments. The academic dean of
17 the respective college or school makes salary recommendations to the provost.

18

19 A faculty member with a formal faculty appointment in more than one academic unit shall be evaluated
20 by the home unit and shall be evaluated independently by the second unit if it so chooses or if requested
21 to do so by either the candidate or by the home unit.

22

23 **2.4 Adjunct Faculty Appointments**

24

25 An adjunct faculty appointment allows an individual to contribute to the instructional program of a local
26 academic unit, center, or institute. Adjunct faculty are appointed on a course-by-course basis. Adjunct
27 faculty shall receive quarterly or yearly appointment letters that list anticipated course assignments. The
28 appointments are part-time and do not lead to tenure.

29

30 **2.4.1 General Principles**

31

32 The dean of a college appoints adjunct faculty to teach specified courses, according to the needs of the
33 local academic unit. The college's policies related to adjunct faculty must be in writing and must address,
34 at a minimum, the college's adjunct faculty hiring and rehiring processes and guidelines for adjunct
35 faculty review. These policies must comply with university-level adjunct faculty policies and the Faculty
36 Handbook and must be made available to current adjunct faculty. The university is not obligated to
37 reappoint adjunct faculty. Adjunct faculty may use the grievance process set out in Chapter 5.

38

39 **2.4.1.1 Adjunct Faculty Participation in Governance**

40

41 Local academic units and colleges may permit adjunct faculty to participate in department and college
42 meetings, serve on department and college committees, and serve on representative bodies in a manner
43 consistent with University policy, in the interest of equity and fair representation. Local academic units
44 and colleges must articulate guidelines for when and how adjunct faculty can participate in and contribute

1 to the local academic unit outside of teaching (e.g., necessary qualifications, time-in-service requirements,
2 number of adjunct positions per committee). Such guidelines shall provide equal voting rights for adjunct
3 faculty in regard to matters before the committees on which they serve. Local academic units and
4 colleges may permit adjunct faculty to contribute to decision-making on matters related to their areas of
5 expertise, including curriculum development, curriculum revision, academic policy, but not to decisions
6 regarding hiring, tenure, and promotion.

7
8 There is no expectation of service from adjunct faculty. Adjunct faculty shall not be penalized for
9 declining service opportunities that are not a requirement of their employment as defined in either their
10 employment agreement or other written agreement with the university.

11
12 Any service commitments must be reflected in the employment agreement or another written agreement
13 between the university and the adjunct faculty member. Service commitments not included in the initial
14 employment agreement should receive additional compensation, but the absence of compensation must
15 not be used to deny adjunct faculty opportunities to serve. The terms of the compensation will be in
16 writing.

17
18 All teaching and work-related obligations (e.g., training requirements) must also be reflected in the initial
19 employment agreement or another written agreement between the university and the adjunct faculty
20 member. Work-related obligations must be compensated.

21 22 **2.4.1.2 Functional Titles**

23
24 Local academic units shall confer upon adjunct faculty members functional titles to reflect their particular
25 role within the unit. The term “Professor” may be used but only with a modifier that distinguishes it from
26 the traditional tenure-line titles of “Assistant Professor,” “Associate Professor,” and “Professor.” Such
27 titles will not affect the person’s rank and should be set out explicitly in the adjunct faculty member’s
28 letter of appointment. Functional titles should not be created on an ad hoc basis, but collectively for an
29 entire academic unit. Functional titles should be created and defined by each local academic unit, in
30 consultation with adjunct faculty within the unit, to reflect its programs and specific needs. The titles
31 shall be approved in writing by the simple majority of unit tenure-line faculty, the dean, and the provost in
32 turn, and should appear in local academic unit governing documents.

33 34 **2.4.2 Retired Faculty**

35
36 A retired faculty member may be offered a limited faculty assignment with adjunct status.
37 The usual reasons for offering such an assignment are:

- 38
39
- 40 1. the need of the college or local academic unit for the specific and unusual competencies of the
41 retired faculty member and;
 - 42 2. quality of teaching or other academic endeavors, with reference to current developments in the
43 field.

1 The decision to offer a limited assignment to a retired faculty member rests principally with the academic
 2 dean, following local academic unit consultation. The dean shall submit his or her written decision to the
 3 provost for final approval.

4 5 **2.4.3 *Professors Emeriti and Emeritae***

6
7 The university may bestow the title of Professor Emeritus or Professor Emerita upon retirement. Those
 8 eligible for emeritus status are tenured faculty members who have contributed substantially to the
 9 university's mission and who have ordinarily served at least seven years as a faculty member. Exceptions
 10 to these criteria must be approved by the provost.

11
12 Prior to the individual's retirement, the tenured members of the local academic unit may recommend the
 13 retiring faculty member for the honorary status of Professor Emeritus or Professor Emerita by sending a
 14 letter to the dean describing the person's contributions. The dean forwards his or her recommendation to
 15 the provost who, in turn, makes a recommendation to the president, who then makes the final
 16 appointment.

17 18 **2.5 Other Instruction-Related Positions**

19 20 **2.5.1 *Academic Support Appointments***

21
22 Members of the staff whose duties include teaching are not members of the full-time faculty.

23 24 **2.5.2 *Graduate Assistants and Fellows***

25
26 Graduate assistants and graduate teaching fellows are appointed by the appropriate dean on the
 27 recommendation of the local academic unit officer. They do not possess faculty status.

28 The appointment of a graduate assistant or graduate teaching fellow is subject to the approval by the dean.
 29

30 31 **2.6 Change of Affiliation or Status**

32 33 **2.6.1 *Change of Affiliation***

34 With the written agreement of the faculty member, the faculty member's affiliation may be changed to a
 35 different local academic unit. The contract will reflect the new affiliation.

36
37 Transfer of affiliation may be initiated by the faculty member, by the dean, or by the local academic unit
 38 officer to which the transfer is proposed. Eligibility is determined by the same criteria used for an initial
 39 faculty appointment.

40
41 The faculty member will normally retain the same rank following the transfer. In special situations, the
 42 faculty and local academic unit officer in the accepting unit may require the faculty member to accept a
 43 lower rank. In no instance may a faculty member receive a promotion through a change of affiliation.
 44

1 A tenured faculty member transferring to another unit retains tenure. An untenured faculty member must
 2 complete the same number of probationary years as remained in the former unit. The number of years of
 3 probationary service may be extended upon agreement with the faculty member.

4
 5 A member of a local academic unit may request an additional affiliation, resulting in a joint appointment.
 6 In such cases, the faculty, the dean, and the local academic unit officer in which the second appointment
 7 is to be made are responsible for evaluating and recommending the joint appointment. Joint appointments
 8 require the qualifications necessary for appointment at the tenure status and rank according to each unit's
 9 standards.

10 11 **2.6.2 Change of Status**

12
 13 Any change in rank or tenure is a change of status. All changes of status must follow established
 14 procedures. A change of status does not confer tenure, unless the process meets the tenure procedures in
 15 this Handbook.

16
 17 A change of status occurs if a tenure-line faculty member is not renewed. Such a faculty member is not
 18 eligible for a full-time faculty position for a period of five years. Faculty members denied tenure shall
 19 never be eligible for any faculty appointment.

20
 21 A change of status also occurs if a full-time or part-time faculty member who is not a tenure-line faculty
 22 member seeks to become a tenure-line faculty member. The change of status from non-tenure-line to
 23 tenure-line requires evidence of a national search or a request from the local academic unit's faculty for a
 24 waiver from a national search. A waiver request must come from a majority of the local academic unit's
 25 tenure-line faculty and be approved by the dean and the provost. The change of status from non-tenure-
 26 line to tenure-line also requires participation of the local academic unit's tenure-line faculty, including at
 27 least a majority vote of that faculty as determined by procedures laid out in the local academic unit
 28 guidelines and the Faculty Handbook.

29 30 **2.7 Summer Session Appointments**

31
 32 The dean, after consultation with the local academic unit officers, and considering the resources and
 33 needs of the college, decides which courses, workshops or other programs will be offered in the summer
 34 sessions and which faculty members will conduct them. Faculty members with a ten-month contract may
 35 accept or decline courses offered to them during the summer. The university does not guarantee summer
 36 session appointments.

37
 38 University policy regarding summer course assignments consists of the following principles:

- 39
40 1. Two courses running concurrently constitute a full load; the dean's explicit approval is required
41 for any overload assignment.
- 42 2. Faculty members receiving full summer compensation from an external grant may not be
43 assigned summer courses unless such instruction is among the terms of the grant. Faculty
44 members receiving partial summer compensation from an external grant may have a partial

1 summer course assignment, provided that the combined compensation does not exceed the
2 amount they could receive for a full summer course load.

- 3 3. Within the bounds established by principles #1 and #2, assignments should be made on an
4 equitable basis.

5
6 Within the standards set by general university policy, each college develops its own policy for
7 determining the programs to be offered over the summer and for making summer session appointments.

8
9 For summer students enrolled for semester credit (4.5 quarter hours), faculty are expected to assign
10 additional work commensurate with the additional credit.

11
12 Full-time faculty members with ten-month contracts receive additional salary for teaching in the summer.
13 The rate of summer compensation is subject to periodic review involving the participation of faculty
14 members. Teaching in a summer session may be part of the normal assignment of faculty members who
15 have a 12-month contract, in which case no additional salary is paid. Adjunct faculty members who teach
16 in a summer session will receive the same compensation as for a course offered during the academic year.

17 18 **2.8 Orientation of Faculty**

19
20 The Office of Academic Affairs offers a yearlong series of orientations for new full-time faculty,
21 including an introductory orientation at the beginning of each academic year. The Office of Human
22 Resources also offers frequent workshops describing personnel policies, benefits, and general employee
23 information. Colleges and academic units may offer additional academic orientation.

24
25 Local academic units, colleges, and university offices are encouraged to provide comprehensive
26 orientation and ongoing development support for their term and adjunct faculty in order to welcome and
27 acculturate them to the DePaul community.

28 29 **2.9 Annual Reporting**

30
31 The provost will annually report to Faculty Council on the composition of the faculty including tenure-
32 line, term, and adjunct faculty; percentages of tenure-line, term, and adjunct faculty appointments by
33 academic units and colleges; current titles in use; and any other pertinent information concerning faculty
34 appointments. Academic deans shall report the same information to their respective faculties annually.

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1 **CHAPTER 3. PROMOTION AND TENURE STANDARDS AND**
2 **PROCEDURES**

3
4
5 **3.1 Overview**
6

7 Faculty members contribute to DePaul University as the primary creators of a vibrant academic
8 community. The university seeks to foster an environment that provides professors with enriching
9 opportunities to guide students, pursue scholarship and creative activities, and advance the institution's
10 well-being.

11
12 DePaul honors and rewards faculty members for their professional achievements. It maintains a system of
13 faculty evaluation that relies heavily on the views of faculty. Exercising professional judgment,
14 experienced faculty evaluate the work of their colleagues for renewal, promotion, and tenure.
15

16 Tenure is the foundation of academic freedom and the quality of the university. It is neither an end in
17 itself nor a privilege exempting the individual from the obligation to make future contributions. It is,
18 rather, a status that society recognizes as promoting the common good. Before granting tenure, the
19 university should have no reasonable doubt about the faculty member's demonstrated qualifications and
20 continued capacity to contribute to DePaul's distinctive goals and academic mission. Tenure creates the
21 presumption of continuing employment, unless the university, using established procedures and faculty
22 guidance, proves that countervailing circumstances exist.
23

24 This chapter sets out DePaul University's standards and procedures for evaluating its tenure-line faculty.
25

26 **3.2 Probationary Service**
27

28 The probationary period is defined as the candidate's time of continuous service in full-time tenure track
29 at DePaul, at the end of which the tenure decision is made. During the probationary period, a tenure-line
30 faculty member undergoes annual formal or informal evaluations for contract renewal or nonrenewal. In
31 the final year of probationary service, the faculty member may apply for tenure and promotion. An
32 unsuccessful candidate for tenure will not be offered a contract renewal, but will be offered a terminal
33 contract of one year for the academic year following the academic year in which the faculty member
34 applied for tenure.
35

36 **3.2.1 Length of Probationary Period**
37

38 The maximum probationary period is six years excluding certain types of leaves that suspend the clock as
39 described in Section 3.2.2. The probationary period may be reduced by agreement based on full-time prior
40 academic service. The initial tenure-line contract must state any agreed-upon credit for prior service.
41
42

3.2.1.1 Assistant Professors Credit for Prior Service

A prospective faculty member recruited to DePaul as an assistant professor may have previously held a full-time faculty appointment at another college or university. The length of the probationary period at DePaul may be reduced by one, two, or three years, upon agreement of the individual and the university at the time of appointment. The initial faculty contract must state any agreed-upon credit for prior service.

3.2.1.2 Associate or Full Professors Credit for Prior Service

A prospective faculty member recruited to DePaul as an associate or full professor may receive an appointment without tenure. Upon agreement of the individual and the university at the time of appointment, one, two, three, or four years of prior full-time faculty service at another college or university may be credited to the probationary period at DePaul. The faculty member's initial contract must reflect the agreed-upon amount of credit for prior service and the review schedule. Regardless of the amount of credit, the individual will not be evaluated for tenure without having had at least one formal probationary evaluation at DePaul prior to the tenure evaluation.

3.2.1.3 Non-tenure-line Full-Time Appointments

As a general norm, the years a faculty member has spent at DePaul University in a non-tenure-line full-time appointment (e.g., instructor or visiting professor) do not count toward the probationary period. If a faculty member's status changes to a tenure-line appointment, the individual and the university may agree to credit one or more years of special appointments toward the probationary period. The faculty member's initial contract for a tenure-line full-time appointment must reflect the agreed-upon amount of credit for the prior service at DePaul. Regardless of the amount of credit, the individual will not be evaluated for tenure without having had at least one formal probationary evaluation at DePaul prior to the tenure evaluation.

3.2.2 Leaves of Absence

A leave of one quarter or longer may interrupt the faculty member's probationary period.

If an untenured tenure-line faculty member takes a leave as defined by DePaul policies, including family or medical leave, research leave, teaching leave, or military service leave, the year during which the leave occurs is normally not considered as a year of probationary service, and the leave does not break the required continuity of full-time service. If the candidate, however, wishes for the leave not to affect the length of the probationary period, he or she must notify the dean in writing within six months upon return from the leave.

Faculty sometimes request and are granted a personal leave that does not fall into any of the categories covered in the prior paragraph. If a candidate takes such a leave, the provost makes the decision on how the leave affects the probationary period. (Section 6.7.)

3.3 Types of Review for Tenure-Line Faculty

3.3.1 Probationary Tenure-Line Reviews

During the probationary period, the probationary tenure-line faculty member will be subject to annual probationary reviews conducted by the faculty member's local academic unit. In colleges with departments, the local academic unit is, in colleges with departments, the department or similar body. In other colleges, it is the lowest-level body conducting reviews for tenure and promotion.

Probationary reviews serve three major purposes:

1. To assess the faculty member's progress toward promotion and/or tenure, measuring the individual against the established criteria
2. To provide clear and consistent guidance and develop priorities for the faculty member toward fully satisfying the criteria, and
3. To recommend for or against renewal.

Three types of probationary reviews apply to tenure-line faculty who are untenured: informal, formal, and the tenure review. Each evaluation leads to a decision for renewal or nonrenewal (see also Section 4.2).

The dean normally makes the decision on annual renewal and nonrenewal and reports it to the local academic unit.

The local academic unit may appeal the dean's decision to the provost. In such cases, the dean and the department or unit provide the provost with written reasons for their respective positions. The provost makes the final decision and reports it to the candidate. A faculty member who is not renewed may file an appeal (Chapter 5).

A formal review must precede a decision in year five to issue a terminal contract. In case of nonrenewal, the candidate is not eligible to apply for tenure or promotion.

3.3.1.1 Formal Tenure-line Probationary Reviews

A formal probationary review is designed to prepare a faculty member for the tenure process and to document areas that need the faculty member's attention. In a formal review, the local academic unit considers the candidate's personal statement and CV, evidence of scholarship or documentation of creative activity, student evaluations, evidence of service, and other materials specified by policies of the local academic unit or college.

Each local academic unit or its personnel committee conducts a formal review of untenured tenure-line faculty no less often than every two years. The tenured faculty of the local academic unit then vote by separate secret ballots on (1) adequate progress toward tenure and (2) renewal. The faculty prepare a report that clearly details areas of strength and areas for improvement. The report is explicit about the faculty member's progress towards tenure. Copies of this report are forwarded to the candidate and the

1 dean. The dean writes a separate letter to the provost with a recommendation regarding renewal or
2 nonrenewal. If a formal review raises serious concerns about the candidate's potential for attaining
3 promotion or tenure, the local academic unit faculty, local academic unit officer, or dean may mandate
4 that the next year's probationary review be formal. The fore-mentioned formal review that raised serious
5 concerns will stipulate a timeline and process for improvement. In subsequent reviews, a faculty
6 member's performance must demonstrate improvement in any area flagged in the prior formal review.
7

8 Most faculty will have two formal reviews: one in their second year and one in their fourth year. The
9 University recognizes that faculty members must have the opportunity to develop strengths and skills as
10 they progress toward tenure. Therefore, adequate progress toward tenure during the first formal review is
11 not necessarily the same as what adequate progress toward tenure means in subsequent formal reviews
12 leading up to and including the tenure review. As a general guideline, the first formal review should
13 reflect early evidence of effective teaching and efforts to establish what will become a notable record of
14 scholarship and service. By the time of the second formal review (typically in the fourth probationary
15 year), the faculty member should demonstrate continued effectiveness in the classroom and notable
16 research and service with improvements in any areas of concern identified in previous reviews. By the
17 tenure review, a faculty member should demonstrate consistently effective teaching performance. The
18 candidate should also show evidence of notable scholarship (research, and/or other creative activities) and
19 service.
20

21 In the event that a faculty member's tenure clock is accelerated due to years credited toward tenure upon
22 hire and the candidate will only have one formal review prior to tenure, the rankings associated with the
23 review should align with a second formal review. The years credited come with an expectation of
24 effective teaching performance, scholarly productivity, and service contributions at a more advanced
25 level.
26

27 **3.3.1.2 Informal Tenure-line Probationary Reviews**

28
29 The purpose of an informal review is to recommend for or against contract renewal and to address
30 progress towards tenure in review periods when a formal review is not conducted.
31

32 In years in which a formal review is not conducted, the chair, dean, or, where applicable, appropriate
33 committee conducts an informal review of the faculty member, according to processes specified in local
34 academic unit or college policies, that results in a written recommendation to the provost, with a copy to
35 the candidate.
36

37 **3.3.1.3 The Tenure Review**

38
39 The tenure review is the final review during the probationary period. It begins with the candidate's tenure
40 application and concludes with the provost's decision to grant or deny tenure. It is a formal review
41 involving university-wide consideration under detailed procedures. It includes solicitation of opinions
42 from external reviewers and from students. The tenure review examines the faculty member's
43 accomplishments and assesses the likelihood of future accomplishments.
44

1 Before granting tenure, the university should have no reasonable doubt about the faculty member's
2 demonstrated qualifications and continued capacity to contribute to DePaul's distinctive goals and
3 academic mission.

4 **3.3.2 Promotion in Rank**

6 Ordinarily, an assistant professor applies for tenure and promotion simultaneously. The candidate receives
7 either both promotion to associate professor and tenure or neither promotion nor tenure. Only an associate
8 professor may apply for promotion for full professor.
9

10
11 A faculty member ordinarily serves three to six years in a given rank before promotion. See Section
12 3.5.1.1 (m) for details.

13
14 There is no limit to the number of times a faculty member may apply for promotion to full professor. In
15 the event of a denial of promotion, the faculty member may not re-apply for promotion in the year
16 immediately following the denial.

17 **3.4 Criteria for Promotion and Tenure**

18 **3.4.1 Requirements by Rank**

19
20
21
22 **Assistant Professor.** The doctorate or terminal degree is required for this rank. Exceptions are made for
23 candidates who have already attained recognition for scholarly or other relevant professional
24 achievements and who give promise of continued academic development. The assistant professor should
25 demonstrate a potential for becoming an effective teacher, for pursuing scholarship, research, and/or other
26 creative activities, and for service.

27
28 **Associate Professor.** In addition to the requirements for assistant professor, the candidate must
29 demonstrate consistently effective teaching performance. The candidate should also show evidence of
30 notable scholarship, research, and/or other creative activities, and service. For this rank, the candidate
31 should show significant involvement in service to DePaul at the local academic unit and beyond. This
32 rank is reserved for those with recognized academic achievements.

33
34 **Professor.** In addition to the requirements for associate professor, candidates must give evidence of
35 continued scholarship, research, and/or other creative activities – the quality of which is recognized by
36 their peers inside and outside the university. Candidates for this rank must also show a record of notable
37 service contributions at the university level. Effective teaching remains mandatory for this rank. This
38 rank is reserved for those with recognized academic achievements.

39 **3.4.2 University-wide Criteria**

40
41
42 DePaul University appoints, retains, promotes, tenures, and rewards faculty who best help the university
43 fulfill its mission, as articulated in the university's Mission Statement and Faculty Handbook. The
44 principal criteria for tenure and advancement in academic rank are: teaching and learning; scholarship,

1 research, or other creative activities; and service. In evaluating faculty for promotion or tenure, local
 2 academic units specify more detailed guidelines that provide unit- and discipline-specific articulations of
 3 the university-wide criteria (Section 3.4.3.)

5 **3.4.2.1 Teaching and Learning**

7 Effective teaching is the first requirement in decisions at all levels on appointment, retention, promotion,
 8 and tenure. Teaching evaluation must be done in a systematic, documented manner, including
 9 contributions from the candidate's students and peers. Effective teaching involves:

- 11 • Command of material
- 12 • Effective communication of subject matter
- 13 • Development and articulation of appropriate and thorough learning objectives for each course
 14 taught
- 15 • Delivery of course content that is appropriate to the level of the course, its description in the
 16 course catalog, and its student audience
- 17 • Probing and fair methods of evaluating students
- 18 • Success in bringing students to an acceptable level of performance and in challenging them to
 19 grow intellectually and morally

21 Instructional activities outside the classroom, such as course development (individual or collaborative),
 22 academic advisement, accessibility to students, supervision of independent study, and contributions to
 23 meeting departmental instructional needs, are also relevant.

25 **3.4.2.2 Scholarship, Research, or Other Creative Activities**

27 Throughout their professional lives, all tenure-line faculty members should engage in scholarship,
 28 research, or other creative activities. Each requires disseminating the results of completed projects in
 29 academic and artistic arenas outside DePaul.

31 The university evaluates untenured tenure-line faculty based on their total output of work.

33 Scholarship, while including research, is a broader concept. Research traditionally refers to discovery
 34 using the disciplinary methodologies for investigation and production of new knowledge in the
 35 humanities, social and natural sciences, and mathematics. Research is usually shared through
 36 presentations at professional meetings and academic publications. Scholarship is a broader term
 37 encompassing the four separate but overlapping functions of a quality faculty member: discovery,
 38 integration, application, and teaching.

- 40 • Original discovery advances knowledge within the context of a disciplinary or multi-disciplinary
 41 field and practice, contributing significantly to knowledge and the intellectual life of the
 42 university. Research falls into the category of discovery.
- 43 • Integration develops knowledge through cross- and multi-disciplinary investigations, allowing
 44 new fields of inquiry to develop.

- The application of knowledge uses research findings in responsible ways to address contemporary societal problems through interaction with the larger community.
- The study of teaching experiences leads to the development of better pedagogical methods and tools.

Creative activities refer to activities other than scholarship. Creative activities result in products in the fine arts, such as the visual arts, the literary arts, and the performing arts, and their combinations and supportive activities. These can also be addressed as objects of scholarship through any of the four functions listed above.

Evidence of research, scholarship, or creative activities should include, at a minimum:

- A current and complete curriculum vitae
- Copies of the project results where feasible
- If applicable, documentation sufficient to substantiate the candidate's contributions to collaborative projects, as specified in the local academic unit guidelines
- Assessment of the contributions by professional peers and other experts in the field
- Self-assessment concerning scholarly or creative growth and development

The University evaluates research, scholarship, and creative activities in light of their:

- Originality
- Contribution to knowledge
- Conceptual or artistic sophistication
- Intellectual rigor or artistic skills
- Effective application of knowledge to address human problems or needs
- Effective communication of knowledge to audiences beyond the classroom

Scholarship or creative activities that cannot be evaluated by these criteria will not be considered for promotion and tenure. An academic unit may evaluate oral presentations or creative activities by various means including (but not limited to) listening to recordings, examining drafts, or soliciting the views of other scholars (including other members of the DePaul faculty) who were in attendance.

Activities conducted solely within the candidate's classes, or designed merely to keep a candidate abreast of scholarly development in a field, are considered in evaluating the candidate's teaching, not in evaluating his or her contributions in scholarship, research, or other creative activities.

3.4.2.3 Service

Service consists of documented activities that

- Benefit the university and its academic units, professional associations, the community, or the broader public
- Are consistent with the university's mission
- Clearly benefit from the expertise of the faculty member -- either the specialized expertise of the faculty member's field or the professional skills possessed by all members of the faculty

1
2 Service may be provided to the university, the profession, and the community. The amount and nature of
3 service are correlated with academic rank.

4
5 University service consists of contributions to the enhancement of the institution's internal processes and
6 its relationships with external bodies. All faculty members must serve in their local academic unit (unless
7 assigned to a position such as associate dean that precludes such service).

8
9 Professional service consists of contributions to the organizations or associations of the faculty member's
10 academic discipline or the professoriate. Professional service may have a component of scholarship or
11 creative activities.

12
13 Community service activities contribute to the public welfare outside the institution, consistent with the
14 Vincentian tradition of DePaul University. Activities consistent with a faculty member's expertise but that
15 could be done by someone without that expertise do not qualify as community service. In some instances,
16 it will not be obvious whether an activity counts as community service. In those cases, it is the
17 responsibility of the candidate to make the case demonstrating that the activity qualifies as service as the
18 term is used here.

20 ***3.4.3 Local Academic Unit and College Guidelines***

21
22 Local academic units and colleges have the responsibility to adopt written guidelines and policies for
23 tenure-line faculty evaluation. These guidelines have two purposes: (1) they provide unit- or college-
24 specific articulations of university-wide criteria based on the professional discipline, field, or
25 interdisciplinary area, including collaborative work, as applicable; and (2) they describe unit- or college-
26 specific procedures and processes used for promotion and tenure. The guidelines must be consistent with
27 the university's criteria and procedures specified in this Faculty Handbook. In the absence of approved
28 unit or college guidelines, the guidelines of the higher level will apply.

29
30 The faculty of the local academic unit bear the primary responsibility for developing and amending
31 guidelines. Guidelines should include at least these elements:

32 Criteria

- 33
34
- 35 a) Statement of discipline-specific articulations for university-wide criteria and expectations for
36 teaching, research and creative activities, and service, including guidelines for evaluating
37 effective teaching.
 - 38 b) Specification of standards for different forms of scholarship within the discipline (or
39 interdisciplinary field), including guidelines for evaluating fee-based presentations and
40 publications, where common.
 - 41 c) Statement indicated the disciplinary convention for authorial credit for co-authored work, if one
42 exists. The unit bylaws must specify the standard of practice regarding the co-authorship with
43 students and whether such publication should be primarily categorized as a teaching or research

1 accomplishment. The candidates should also explain the relative contributions of the student(s)
 2 to the publication in their statements.

3
 4 **Process**

- 5
 6 a) Uniform policies detailing the process used for evaluations
 7 b) Composition of the personnel committee, if any
 8 c) Policies on remote participation in meetings
 9 d) Explanation of participation by, or exclusion of, faculty who are unavailable at the time of the
 10 evaluation for reasons such as illness or leaves of absence. (Reviewers allowed to participate
 11 must have read the dossier in advance.)
 12 e) Guidance on whether reviewers must have attained at least the rank that the candidate seeks
 13 f) Process for amending guidelines
 14

15 College guidelines should reflect the input of their constituent academic units, where applicable.
 16

17 The University Board on Promotion and Tenure reviews changes in the guidelines prepared by local
 18 academic units and colleges. The UBPT determines whether the guidelines are clear and consonant with
 19 the general university-wide criteria and procedures for promotion and tenure. If the UBPT finds local
 20 academic unit or college guidelines to be unclear or inconsistent with university requirements, it will
 21 inform the local academic unit or college in writing with the expectation that the guidelines will be
 22 revised. In the absence of guidelines or if the guidelines have not been approved by the UBPT, the
 23 guidelines of the higher level will be used.
 24

25 Approved guidelines included in official documents of academic units are binding, as are the university-
 26 wide criteria and processes. Should there be inconsistencies in the guidelines and criteria of different
 27 evaluation levels, those of the higher level prevail.
 28

29 **3.4.4 Institutional Considerations**
 30

31 Merit is not the sole consideration for professional advancement at DePaul University. Institutional need
 32 also plays a role in the renewal and tenure of untenured faculty. In planning the number and qualifications
 33 of faculty to meet future needs and the resources required to support the faculty, the university may –
 34 after consultation with the faculty – limit the number or proportion of tenured positions in the university
 35 or in any of its academic units. In such instances, tenure would not be granted regardless of the faculty
 36 member’s qualifications and length of service. The university will notify affected faculty members
 37 promptly upon the adoption of any such limitation.
 38

39 **3.5 Process for Tenure and Promotion**
 40

41 **3.5.1 General Principles**
 42

43 The following general principles guide promotion and tenure reviews:
 44

1 **3.5.1.1 Common Processes**
 2

- 3 a) There are normally three levels of evaluation prior to the final decision of the provost: the local
 4 academic unit, the college, and the university. In the absence of departmental or school structures,
 5 the local academic unit is the college and thus there are only two levels: the local academic unit
 6 and the university.
 7
- 8 b) An individual faculty member may vote or advocate for or against a candidate only at one level in
 9 the review process. Members of UBPT must vote only on the UBPT. In units where the local
 10 academic unit is not the college, college policy must specify whether college personnel
 11 committee members vote at the college or the local academic unit level. However, members of a
 12 local academic unit personnel committee may fully participate and vote in both the personnel
 13 committee's evaluation and the local academic unit evaluation.
 14
- 15 c) All votes are by secret ballot and the numerical results are recorded. A tie vote will be interpreted
 16 as a recommendation against renewal or against an award of tenure or promotion.
 17
- 18 d) Candidates receive the written reports and vote counts at each step in the process promptly as
 19 those materials become available. Candidates receive external letters with information identifying
 20 the reviewer redacted.
 21
- 22 e) Candidates receive copies of any additions to a dossier.
 23
- 24 f) Each level of evaluation is substantive and judges the candidate on the merits according to the
 25 university's criteria and the guidelines of that level of review. In addition to substantive review,
 26 reviewers after the initial level consider the method and care of application of the approved
 27 guidelines by lower-level unit(s) and the disciplinary expertise of the local academic unit.
 28 Relevant issues include matters of stringency, consistency among candidates, and fairness, as
 29 well as the implications the decision may have at the college, school, or university level.
 30
- 31 g) All individuals participating in the process at any stage must respect its confidentiality. They
 32 must not reveal votes, the names or views of referees, the contents of discussions, or the contents
 33 of the dossier to anyone. Intentional or continuing breaches of confidentiality are considered to be
 34 serious violations of professional ethics. Local academic units and colleges must take appropriate
 35 steps to maintain confidentiality, including during the physical preparation of the dossier and
 36 dossier storage. It is unwise to make a broad electronic distribution of the dossier; instead
 37 password-protected web sites can be used. All documentation will be retained in accordance with
 38 the Records Management policy.
 39
- 40 h) Faculty members should always avoid conflicts of interest in evaluating individual faculty
 41 members for appointment, renewal, tenure, or promotion. The university expects the provost,
 42 deans, local academic unit administrators, and all other internal faculty reviewers to acknowledge
 43 such conflicts openly and to abstain from participation whenever conflicts arise.
 44

- 1 i) Faculty members receive tenure only upon affirmative award by DePaul University. Each year,
2 eligible tenure-line faculty may apply for tenure and/or promotion. By April 1, the Office of
3 Academic Affairs will notify eligible faculty in writing of the deadline for submitting an
4 application for promotion and tenure or promotion for the following year. The faculty member
5 must submit his or her request to the local academic unit officer, academic dean, and the Office of
6 Academic Affairs by the stated deadline, typically May 1.
7
- 8 j) Requests for tenure submitted before the year of eligibility will not be accepted. If a faculty
9 member eligible for tenure consideration fails to apply by the application deadline he or she
10 forfeits the opportunity for tenure consideration and receives a terminal contract of no more than
11 one year's duration.
12
- 13 k) Failure to meet the application deadline for promotion to full professor postpones consideration
14 until the next academic year. There is no limit to the number of times a faculty member may
15 apply for promotion to full professor, except that a candidate may not re-apply in the year
16 immediately following a decision denying promotion.
17
- 18 l) The provost will acknowledge receipt of applications for promotion, for tenure, or for promotion
19 and tenure, no later than May 15. For candidates with tenure who are seeking promotion to full
20 professor, the provost will advise all candidates of the right to withdraw an application for
21 promotion at any time, without prejudice to future applications.
22
- 23 m) Faculty members are normally expected to serve a minimum of three to six years, depending on
24 the practice of their college, in a given rank before promotion to the next rank. Exceptions to the
25 norm are allowed only when the dean and, if one exists, college personnel committee, certify that
26 the candidate's extraordinary performance, under departmental, school, and college guidelines,
27 warrants early application for promotion.
28
- 29 n) Candidates may continue through all stages of evaluation, regardless of a negative
30 recommendation at any stage.
31

32 **3.5.1.2 Guidelines Specific to Multi-Unit Appointments**

33

- 34 a) If a faculty member has a formal appointment in more than one academic unit, the home
35 academic unit specified in the appointment letter evaluates the candidate. The second unit
36 evaluates the candidate if it so chooses, or if requested to do so by either the candidate or the
37 home unit. The second unit conducts an independent evaluation and makes a recommendation
38 based on the candidate's responsibilities in that unit. The second unit may review the reference
39 letters and student input from the home academic unit. The report of the second unit will be
40 forwarded to the home unit for its consideration and inclusion in the dossier.
41
- 42 b) A faculty member who changes formal appointments during the period under evaluation shall be
43 evaluated by both academic units. Either unit may, upon request, have access to the other unit's

1 documentation. Each academic unit sends the candidate's supporting documents and the unit's
2 evaluation to the next higher level unit.

- 3
- 4 c) A faculty member with a formal appointment in only one department or local academic unit may
5 have formally assigned duties in one or more other units. In evaluating the faculty member, the
6 home unit shall invite the other units to submit evaluations, which the home unit will include with
7 its evaluation. At each stage in the review process, the evaluations will receive weight in the
8 approximate portion of the workload assignment to each entity. Ultimately, the recommendation
9 to the next level of review rests with the home academic unit.

10

11 **3.5.1.3 Guidelines for Evaluating Collaborative Work**

12

13 Collaborative activities within and across units are valued at DePaul. If collaborative work is submitted as
14 part of the dossier, it must be evaluated as part of tenure and promotion review. Individual contributions
15 to collaborative work should be described specifically by the candidate and documented by team
16 members. Evaluators should consider that collaborative work may be especially labor-intensive, may be
17 disseminated in non-traditional forms, and may blur the conventional distinctions between research and
18 teaching and service. Local Academic Units should specify in their guidelines the processes and policies
19 governing the evaluation and weight of collaborative work in the tenure and promotion review.

20

21 **3.5.2 Processes Common to All Evaluation Levels**

22

23 At all levels of evaluation the following processes must be followed:

- 24
- 25 a) Additions to the dossier may be made in accordance with the guidelines in this chapter.
- 26
- 27 b) The reviewing body's numerical vote must be reported to all subsequent levels.
- 28
- 29 c) All documents considered at each level must be passed on to subsequent levels. The candidate has
30 access to all documents being considered, but the candidate's copies of the external reviewer
31 letters must have the reviewer's identifying information redacted.
- 32
- 33 d) The local academic unit officer (e.g., department chair) or academic dean, as applicable, informs
34 the candidate of the decision, numerical vote, and all grounds for the decision before transmitting
35 the dossier to the next level.
- 36
- 37 e) All decisions or recommendations shall be reported promptly to the academic administrator of the
38 prior level, along with the reasons for any recommendations differing from the prior level's
39 recommendation.
- 40
- 41 f) All tenured faculty members of a candidate's local academic unit, members of the college
42 personnel committee, and members of the UBPT are permitted and expected to vote by a secret
43 ballot at a meeting in which the candidate's application is reviewed and discussed, exempting
44 those faculty who may be unable to participate due to approved leaves of absence. Under no

1 circumstances may a vote be cast through a proxy at any level in the retention, promotion or
 2 tenure process. However, faculty in absentia may vote only if they use technology that permits
 3 simultaneous participation in the review meeting and conveyance of their secret ballot at the time
 4 of the vote. Moreover, faculty who vote in absentia are required to have reviewed a candidate's
 5 materials before the academic unit's official vote. Only those faculty having a valid excuse as
 6 defined in the unit guidelines may attend and vote using technology. Likewise, no faculty
 7 member is permitted to add his or her vote or change his or her vote after the votes have been
 8 tallied.

- 9
- 10 g) The report on a recommendation shall fully discuss both strengths and weaknesses in the record
 11 so as to provide an explanation for positive and negative votes. The number of faculty members
 12 eligible to vote, the reason for any eligible faculty members not voting, the number of members in
 13 attendance, and the actual votes must be reported. All faculty participating in the decision will
 14 read the final report of the unit's recommendation and sign one of two forms. One form indicates
 15 that the faculty member agrees that the report accurately describes the discussion of the unit. The
 16 other form indicates that the report does not accurately describe the unit's discussion. The faculty
 17 member's signature does not reflect his or her vote. Faculty who sign the form indicating
 18 inaccuracy of the report must provide a signed statement, known as a signing statement,
 19 explaining why they believe the report does not accurately describe the discussion. In the event a
 20 faculty member is unwilling or unable to sign one of the two forms, the report will go forward
 21 with an explanation from the person responsible for gathering the signatures.

22

23 **3.5.2.1 Signing Statement**

24

25 A faculty member who believes that an evaluation level report did not accurately reflect the discussion
 26 during deliberation for promotion or tenure must prepare a signing statement. The signing statement
 27 explains the individual's disagreement with the report's characterization of the meeting. It is restricted to
 28 how the evaluating unit or committee report allegedly mischaracterized the discussion. The statement may
 29 not present information or opinions about the candidate beyond those offered during the meeting. It need
 30 not indicate the author's position on the candidacy.

31

32 Signing statements must be shared with both the candidate and all faculty members of the unit or
 33 committee who were involved in the discussion at issue. Signing statements are due five business days
 34 after the recommendation goes to the next level.

35

36 **3.5.2.2 Minority Report**

37

38 An allegation that an evaluating unit violated its guidelines, criteria, or processes, or those of the
 39 university, takes the form of a minority report.

40

41 A minority report is restricted to how the evaluating unit or committee violated guidelines, process, or
 42 criteria. It may not present information or opinion about the candidate beyond that offered during the
 43 meeting.

1 Minority reports must be shared with both the candidate and all faculty members of the unit or committee.
2 The deadline for the minority report is five business days after the recommendation goes to the next level.
3 The evaluating unit or committee has five business days to respond to the minority report. These
4 documents must be added to the dossier for subsequent levels of review.
5

6 **3.5.3 Local Academic Unit**

7

8 The local academic unit is the unit that conducts the first level of review in the promotion and tenure
9 process. Some colleges are the local academic unit. In other colleges, the local academic unit might be a
10 school, a department, or a program. A college may have departments that do not function as local
11 academic units. For example, in the 2012-2013 academic year, the following colleges functioned as local
12 academic units: College of Communication, College of Law, School of Music, The Theatre School, and
13 The School of Continuing and Professional Studies.
14

15 **3.5.4 Local Academic Unit Is College**

16

17 When the local academic unit is the college, the two levels of review are the college and the university.
18 The college must follow uniform, written guidelines describing the evaluation process. Participation in
19 the tenure and promotion review process is limited to tenured faculty.
20

21 **3.5.4.1 Personnel Committee (optional)**

22

23 A local academic unit may choose to convene a personnel committee consisting of a subset of the tenured
24 faculty of the unit, excluding the dean. The committee must have at least three members. The personnel
25 committee, if one exists, evaluates the candidate, votes by secret ballot, and submits a signed report for
26 the dossier. The personnel committee vote cannot be used in lieu of any full tenured faculty vote.
27

28 **3.5.4.2 Tenured Faculty of the College**

29

30 The tenured faculty of the local academic unit evaluates the candidate, votes by secret ballot, and provides
31 a report for the dossier. This report may adapt or adopt a personnel committee's report, but it must reflect
32 the unit's discussion. Unit guidelines may limit the right to vote on a candidate to tenured faculty who
33 hold a higher rank than the candidate. Members of the unit's personnel committee vote in the evaluation
34 by the unit's tenured faculty.
35

36 **3.5.4.3 Dean**

37

38 The approved procedures of the local academic unit must stipulate whether the dean may attend the
39 meeting of the tenured faculty of the college in the two-level process. If the dean attends, he or she may
40 participate but not advocate or vote. The dean writes a separate report for the dossier expressing his or her
41 evaluation.
42

43 **3.5.4.4 Candidate Response to College Review**

44

1 After the dean provides the candidate with all reports from the college review, the candidate has the
2 option to write a response which will be placed in the dossier for review by the UBPT. The response, if
3 any, must be submitted to the Office of Academic Affairs and the dean at least two business days prior to
4 the scheduled date of the candidate's hearing by the UBPT. The hearing must be scheduled to provide the
5 candidate with at least five business days to respond to the report. A response may address only the
6 candidate's issues or concerns with the college-level reports.

7
8 The next evaluation level is the university level.

10 **3.5.5 Local Academic Unit Is Not College**

11
12 If the local academic unit is not the college, it is typically a department, school, or program subordinate to
13 a college. The three levels of review are: local academic unit, college, and university. Each level of
14 review must follow uniform, written guidelines describing the evaluation process. If there is an
15 insufficient number of tenured faculty available in the local academic unit, the dean may appoint tenured
16 faculty from related academic units to the review process. Participation in the tenure and promotion
17 review process is limited to tenured faculty.

19 **3.5.5.1 Local Academic Unit Personnel Committee (Optional)**

20
21 A local academic unit may choose to convene a personnel committee consisting of a subset of the tenured
22 faculty of the unit. The committee must have at least three members. The local academic unit officer may
23 not be a member but may attend. The personnel committee, if one exists, evaluates the candidate, votes
24 by secret ballot, and submits a signed report for the dossier. The personnel committee vote cannot be used
25 in lieu of a vote by the unit's entire tenured faculty.

27 **3.5.5.2 Tenured Faculty of the Local Academic Unit**

28
29 The tenured faculty of the local academic unit evaluates the candidate, votes by secret ballot, and provides
30 a report for the dossier. This report may adapt or adopt a personnel committee's report but must reflect
31 the unit's discussion. Units may establish written procedures limiting the vote on a candidate to tenured
32 faculty who hold a higher rank than the candidate. Members of the unit's personnel committee vote as
33 part of the evaluation by the unit's tenured faculty. If the local academic unit has fewer than five eligible
34 tenured faculty members, the dean, after consultation with members of the unit, will appoint tenured
35 faculty of the appropriate rank to the evaluation committee from related academic units.

37 **3.5.5.3 Local Unit Academic Officer (Unit Chair or Director)**

38
39 The local unit academic officer may participate in the discussion by tenured faculty of the unit, but will
40 not vote on or advocate for or against the candidate's promotion or tenure. The unit academic officer will
41 write a separate report for the dossier expressing his or her evaluation.

1 **3.5.5.4 Candidate Response to Local Academic Unit Review**

2
3 After the local academic unit officer provides the candidate with all reports from the review, the candidate
4 has the option to write a response which will be placed in the dossier for all subsequent levels of review.
5 The response, if any, must be submitted to the dean and the local academic unit officer at least two
6 business days prior to the scheduled date of the candidate's hearing by the college personnel
7 committee. The hearing must be scheduled to provide the candidate with at least five business days to
8 respond to the report. A response may address only the candidate's issues or concerns with the local
9 academic unit's reports.

10 11 **3.5.5.5 College-Level Personnel Committee**

12
13 In colleges with a college-level personnel committee, this committee conducts a separate evaluation of the
14 candidate, votes by secret ballot, and writes a report for the dossier. The college personnel committee is a
15 subset of the tenured faculty from the college with broad representation from different units within the
16 college. The minimum number of members on any college personnel committee is five. Only tenure-line
17 faculty may vote in membership elections for those committees that are elected. The college-level
18 committee must have representation from tenured faculty at the rank of full professor. Members of the
19 college personnel committee who voted at the local academic unit may not vote at the college level. If so
20 specified in the college's guidelines, the dean may participate in the meeting of the college personnel
21 committee, but may not vote or advocate for or against a candidate. The report of the college personnel
22 committee is provided to the dean of the college. There is no college-wide tenured faculty vote.

23 24 **3.5.5.6 Dean**

25
26 The dean provides a separate evaluation of the candidate for the dossier.

27 28 **3.5.5.7 Candidate Response to College Review**

29
30 After the dean provides the candidate with all reports from the review, the candidate has the option to
31 write a response which will be placed in the dossier for the UBPT. The response, if any, must be
32 submitted to the Office of Academic Affairs and the dean at least two business days prior to the scheduled
33 date of the candidate's hearing by the UBPT. The hearing must be scheduled to provide the candidate at
34 least five business days to respond to the report. A response may address only the candidate's issues or
35 concerns with the college's reports.

36
37 The next evaluation level is the university review.

38 39 **3.5.6 University Review**

40 41 **3.5.6.1 University Board on Promotion and Tenure**

42
43 The University Board on Promotion and Tenure (UBPT) evaluates the candidate, votes by secret ballot on
44 tenure, promotion, or both and provides a written report summarizing the basis of its recommendation,

1 including the vote count. In evaluating the candidate, the UBPT takes the following steps:

- 2
- 3 a) Reviews the full dossier.
- 4
- 5 b) Conducts a hearing, with five of the seven appointed faculty members constituting a quorum. The
- 6 provost is expected to be present when a candidate is being reviewed. In exceptional
- 7 circumstances, a designee may attend in the provost's absence. The candidate, the local academic
- 8 unit officer (when applicable), and the college dean are expected to appear before the UBPT.
- 9
- 10 c) Conducts a substantive review applying current university-wide standards and criteria for tenure
- 11 and promotion.
- 12
- 13 d) Examines the application of lower-level guidelines to the candidate.
- 14
- 15 e) Prepares its recommendation, which it shares with the candidate and the provost.
- 16

17 **3.5.6.2 Candidate Response to UBPT**

18
19 The candidate has the option to write a response to the UBPT evaluation which will be added to the file
20 and sent to the provost for his or her consideration. A response must focus only on issues or concerns the
21 candidate may have with the UBPT report. The deadline for this response appears in the calendar.
22

23 **3.5.6.3 Provost Decision**

24
25 The provost makes the final decision on tenure or promotion. Only in rare instances and for compelling
26 reasons will the provost overturn a promotion or tenure recommendation made by the UBPT.
27

28 If the provost's decision differs from the UBPT recommendation, the provost must prepare a written
29 explanation of the decision and provide it to the UBPT, the candidate, the dean, and the local unit
30 academic officer (if different from the dean).
31

32 **3.5.7 Detailed Procedures**

33 34 **3.5.7.1 Committees**

35
36 The following rules apply to the various committees conducting reviews for tenure and promotion.
37

38 Only tenured faculty may sit on any committee evaluating a faculty member for tenure or promotion at
39 any level of evaluation; only tenure-line faculty may vote in membership elections for those committees
40 that are elected.
41

42 Except where otherwise provided in this chapter, a local academic unit or college may adopt written
43 standards for its evaluative committees that address tenure and promotion. The standards may address,
44 among other topics:

- 1 • Committee membership
- 2 • Criteria for chairing the committee
- 3 • Rank and status of faculty who may elect members of the committee
- 4 • Rank of members who may vote on promotion to full professor
- 5 • Term length for committee membership
- 6 • Process for election of the committee chair

7

8 **3.5.7.2 Local Academic Unit (Not College) Personnel Committees**

9

10 Members must be tenured and at least associate rank. The committee must have at least three members.
 11 The tenure-line faculty of the local academic unit elect the personnel committee, and the personnel
 12 committee elects its chairperson. The local academic unit academic officer may not be a member of this
 13 committee. The officer may participate in committee meetings but shall not advocate for or against the
 14 candidate or vote.

15

16 **3.5.7.3 Tenured Faculty of the Local Academic Unit**

17

18 All and only tenured faculty of at least associate rank are expected to participate in votes for tenure and
 19 promotion at the local academic unit level. For promotion to full professor, the local academic unit may
 20 limit votes to full professors. If the local academic unit has fewer than five eligible tenured faculty
 21 members, the dean, after consultation with members of the unit, will appoint tenured faculty of the
 22 appropriate rank to the evaluation committee from related academic units.

23

24 The tenured faculty of the local academic unit elect a chair to conduct these promotion and tenure
 25 meetings and to organize the reports. The chairperson may not be the local academic unit academic
 26 officer. If the local academic unit is not the college, the local academic unit officer may participate at
 27 promotion and tenure meetings but shall not vote or advocate for or against the candidate. If the local
 28 academic unit is the college, college procedures should stipulate whether the dean may attend the meeting
 29 of the tenured faculty. If the dean attends, he or she may participate but not advocate or vote for or
 30 against the candidate.

31

32 **3.5.7.4 College Personnel Committees**

33

34 Only tenured faculty may serve on a college personnel committee. College guidelines may limit the
 35 membership to full professors. College guidelines should also address how to convene an adequate
 36 number of full professors for deciding promotion to full professor. The minimum number of members on
 37 any college personnel committee is five. Terms are three years and are staggered. The committee
 38 members elect a chairperson for a one-year term. The chairperson conducts meetings of the committee
 39 and organizes the committee’s reports. The dean shall not be the chairperson of the committee. The dean
 40 may participate in college personnel committee meetings but shall not vote or advocate for or against a
 41 candidate.

42

43

1 **3.5.7.5 University Board on Promotion and Tenure**

2
3 The UBPT members must be tenured full professors. Associate deans, deans, and local academic unit
4 officers (e.g., department chairs) are ineligible to serve. The seven members of the UBPT serve as
5 representatives of disciplines across the university, not as representatives of their colleges. Members are
6 selected by open nominations and self-nominations across colleges, reviewed by Faculty Council
7 Committee on Committees, and interviewed and elected by Faculty Council. Terms are for three years
8 and are staggered. The UBPT members elect a chairperson annually. The provost or his or her designee is
9 expected to be present at all UBPT meetings where candidates are reviewed; he or she shall not vote or
10 advocate for or against any candidate.

11
12 The UBPT has two additional responsibilities. First, it reviews changes to evaluation guidelines, criteria
13 and procedures developed by local academic units, departments, schools, and colleges for clarity and
14 consonance with university-wide criteria. Second, at the conclusion of each year's proceedings, the UBPT
15 shares any recommendations it may have with the provost regarding the board's future functioning.

16
17 The provost and the chair of the UBPT refer any policy matter raised by UBPT members to the Faculty
18 Council; the provost also makes available to the full faculty an annual statistical summary of the
19 university's final tenure and promotion decisions.

20 **3.6 Materials**

21 **3.6.1 Dossier**

22 **3.6.1.1 Items Supplied By Candidate**

23
24
25 A candidate for promotion and/or tenure supplies the following materials:

- 26 • Complete professional curriculum vitae, paginated with the candidate's name on each page
- 27 • A statement of up to 3,000 words in which the candidate emphasizes those achievements or
28 qualifications to which evaluators should particularly attend
- 29 • Evidence of collaborative work, if applicable
- 30 • Evidence of teaching effectiveness beyond course evaluations and peer reviews, including, at a
31 minimum, selected syllabi, course assignments, and exams
- 32 • Evidence of service, including, at a minimum, description of individual contributions and
33 supporting documentation such as letters from committee chairs
- 34 • Other evidence he or she may wish to submit, e.g., awards and special recognitions
- 35 • A single copy of articles, papers, published manuscripts, video and audio recordings, and other
36 examples of scholarship and creative activities

37 **3.6.1.2 Items Supplied By Academic Unit and College**

38
39
40
41 The local academic unit and college committee add the following materials to the dossier:
42
43
44

- 1 • Local academic unit and college guidelines
- 2 • The written recommendation(s) from the reviews conducted at each level, including signature
- 3 forms
- 4 • Signing statements and minority reports, if any
- 5 • Candidate responses, if any
- 6 • Data obtained by the college through the student input instrument
- 7 • Documentation that substantiates according to the local academic unit guidelines, and with
- 8 sufficient detail, the faculty member's contributions to any collaborative work submitted in the
- 9 Dossier.
- 10 • For tenure, an evaluation of the candidate's scholarship, research, and/or other creative activities
- 11 by at least two external experts
- 12 • For promotion to full professor, an evaluation of the candidate's scholarship, research, and/or
- 13 other creative activities by a minimum of three external experts
- 14 • For tenure and promotion to associate professor, all teaching evaluations by students for all
- 15 courses. For promotion to full professor, all teaching evaluations by students while in current rank
- 16 and in the year of application to associate professor.
- 17 • Any internal peer reviews of teaching conducted specifically for purposes of promotion and
- 18 tenure

19
20 Review is limited to these items, unless the local academic unit approves any additions to the dossier.
21 Unsolicited material will not be added to the dossier.

22 23 **3.6.1.3 Additions to the Dossier**

24
25 Because of the length of the review process, it is possible that a candidate's record may change
26 significantly or that other information pertinent to a case may come to light during the course of the
27 review.

28
29 After the initial submission of the dossier to the local academic unit, the candidate may request the
30 addition of new information to the dossier at any level of the review process prior to the final vote by the
31 UBPT. The request for additions to the dossier must be made to the local unit academic officer and must
32 include supporting documentation to verify the accuracy of the new information. The local academic unit
33 officer must rule on the request within five business days of receiving it.

34
35 The local unit academic officer will determine whether the new information should be added to the
36 dossier based on one or more of the following criteria:

- 37
- 38 • The new information constitutes an update to the status of scholarly or creative work already
- 39 mentioned in the dossier.
- 40 • The new information constitutes a significant development, such as the announcement of a major
- 41 award or recognition, related to the candidate's work already reported in the dossier.
- 42 • The new information is not related to work previously reported in the dossier but, in the judgment
- 43 of the local unit academic officer, may have significant impact on the outcome of the case.

1
2 The local academic unit officer of the originating unit must formally transmit all new material approved
3 for addition to the dossier directly to the level at which the case is currently under review and include
4 with the new material an explanation of the reasons for the addition and at what level of review the new
5 information became available. The entity currently reviewing the case should add these new items to the
6 candidate's dossier, evaluate them along with the rest of the dossier, and provide them to subsequent
7 levels of review.

8
9 The local academic unit officer shall also supply copies of the explanatory memorandum to the candidate
10 and to the individual in charge of each level already completed at the time the material is added.

11 12 **3.6.2 External Letters**

13
14 By June 1, candidates must submit to the local academic unit officers their CV and selected
15 publications/documentation of creative activities for transmittal to external reviewers. Local academic
16 units should identify an initial list of potential external reviewers by June 15. Local academic units will
17 ask external reviewers to prepare letters over the summer for receipt prior to candidate review in the fall.

18 19 **3.6.2.1 Authors of External Letters**

20
21 Local academic units should obtain letters from persons whose judgment is respected in the candidate's
22 field of expertise and who can provide an impartial assessment of the candidate's scholarship or creative
23 activities. The candidate may nominate external reviewers and must disclose and contextualize any
24 current or prior relationship with the potential reviewers on their list.. The local academic unit may select
25 from the candidate's nominations or from other sources. When identifying external reviewers, candidates
26 and committees should take into account both the objectivity of the reviewer and the reviewer's rank,
27 reputation, and stature. The local academic unit has full discretion in selecting external reviewers.
28 However, while exercising its full discretion in selecting external reviewers, the unit should explain the
29 process for doing so as specified in their guidelines. In this report, the unit must also explain the rationale
30 for its choice of reviewers, especially when the reviewers are at an academic rank equal to or lower than
31 that of the candidate. Moreover, when the reviewer is not a tenured faculty member within the
32 academy, a justification must be provided for their selection.

33
34 If a candidate has done collaborative work, a separate set of letters can be solicited and submitted from
35 collaborators in addition to, but not as a substitute for, the external review letters. The university's letters
36 to collaborators should request that they describe the division of labor and nature of the collaborative
37 effort.

38 39 **3.6.2.2 External Letter Contents**

40
41 The solicitation letter to a potential reviewer should be neutral, asking only for an objective assessment of
42 the candidate's research or creative activities and requesting that the reviewer eschew advocacy for or
43 against tenure and promotion. The solicitation letter should also ask the reviewer to explain the nature of
44 the reviewer's relationship to the candidate. The letter should ask the evaluator to cover the following
45 general ground:

- the nature of the evaluator’s professional interactions with the candidate
- the quality of the candidate’s work
- the impact of the candidate’s work

Readers will disregard any portions of an external letter advocating for or against tenure and promotion.

3.6.2.3 Confidentiality of External Letters

Under Illinois state law, a candidate may see the contents of his or her personnel file, with an exception applicable to external review letters. To ensure that reviewers provide fully candid assessments, the university protects the identity of the external reviewers. Therefore, any citations of the external review letters in department or chair reports and the reports of subsequent reviewing levels must be redacted, eliminating any and all information that would identify the reviewer to the candidate. Local academic units must also ensure that external review letters given to the candidates are redacted to protect the authors’ identities.

3.6.2.4 Suggested Sample Letter

Dear Dr. AA:

As you are a recognized authority in your field, I am writing to request your assistance. Dr. BB is due to be reviewed for promotion to Associate Professor in academic year YYYY-YYYY. I solicit your evaluation of the research [creative activities] of Dr. BB. Please only evaluate the candidate’s research or creative activities and refrain from rendering a judgment on whether the candidate should be promoted or tenured. Your identity will be kept confidential to the extent legally practicable.

In particular, please address the following:

- the quality of the publications or creative activities of the candidate
- the impact of the candidate’s work
- the quality of the journals in which the candidate has published
- the nature of your professional interaction with the candidate, if applicable, and
- comments, should you have any, of the candidate’s collaboration with other scholars in the field.

To assist in your evaluation, I am enclosing the following information: Dr. BB’s latest curriculum vitae; the three papers or book manuscript listed below, selected by Dr. BB; and a brief summary of the department's [local academic unit's] promotion criteria.

Although Illinois state law allows employees to view their personnel files, there is an exception for external review letters. Any information that would identify you will be redacted from all documents seen by the candidate.

1 I realize that this information is rather extensive and will require considerable effort on your part to
2 review. Your assistance in helping us evaluate Dr. BB's credentials will be greatly appreciated and will
3 constitute an important element in the overall evaluation. I would be very grateful if you could respond to
4 us in writing no later than [DATE]. If possible, kindly send your reply, along with a copy of your most
5 recent CV, electronically to@depaul.edu as an attachment.

6
7 Sincerely,
8 DD
9 Chair
10 Personnel Committee
11 [Name of Dept. and Unit]
12 Enclosures: [List the selected works]

14 **3.6.3 Student Input**

15
16 Student input must be part of a candidate's dossier. Committees will acquire student input from course
17 evaluations and information collected through an instrument such as a survey. The college will design the
18 instrument with student input. The instrument will generally solicit opinions from one or more of the
19 following groups: alumni, past students who have taken a class from the candidate, student advisees, or
20 students who have been supervised by the candidate in research projects or independent study.

22 **3.6.3.1 Student Input Instrument**

23
24 Each college personnel committee, or in the absence of a college-level committee, the local unit personnel
25 committee, shall have an instrument for collecting data from students, a process of gathering data, and a
26 template for reporting the results. These elements must be created by a committee of at least two students
27 (preferably including both graduate and undergraduate) and at least two tenured faculty members.

28
29 The instrument will be used to gather additional data from students beyond the standard course
30 evaluations. The report should clearly specify:

- 31
- 32 • the type of methodology used for data collection and analysis
- 33 • the targeted groups surveyed, and
- 34 • the questions asked of survey participants.
- 35

36 The college personnel committee must approve the instrument, process, report template and any
37 subsequent modifications. Before approval, the college personnel committee should solicit and consider
38 input from the college's local academic units.

40 **3.6.3.2 Evaluation and Submission of Student Input Data**

41
42 The college bears responsibility for data collection. A student review committee then analyzes data
43 collected via this process for each promotion and tenure candidate, as well as aggregate information on
44 course evaluations provided by the unit. The student review committee consists of up to three students,

1 none of whom is currently enrolled in a class with the candidate under review. After analyzing the
2 collected data, the review committee provides a written report, along with all the raw data, to the
3 personnel committee of the local academic unit and to the candidate. The student input data becomes part
4 of the candidate's dossier. The personnel committee may request a meeting with a representative from the
5 student review committee, if the committee deems it necessary.

6
7 Once student representatives furnish their report to the local academic unit, they do not appear before
8 subsequent evaluative bodies. The student report will be forwarded with other promotion and tenure
9 materials to each review level.

10 11 **3.7 Appeal**

12
13 *Appeal procedures for a tenure-line faculty member who has been reviewed for tenure, promotion, or*
14 *promotion and tenure by the University Board on Promotion and Tenure are found in Chapter 5 Section*
15 *5.1.2.3.*

16

1 **3.8 Schedule for Informal and Formal Reviews**
 2
 3

PROBATIONARY REVIEWS FOR TENURE-LINE FACULTY WITH SIX-YEAR PROBATIONARY PERIOD*			
Year at DePaul	Timing and Contract Year	Type of Review	Notice to Faculty Member of Renewal- or Nonrenewal
1st	Winter quarter of first year at DePaul, for Year 2 contract renewal	May be informal or formal	March 1
2nd	Fall quarter of second year at DePaul, for Year 3 contract renewal	One of these 2 reviews must be formal; the other may be informal or formal.	December 15
	Spring quarter of second year at DePaul, for Year 4 contract renewal		June 30
3rd	During third year at DePaul, with timing per college's schedule, for Year 5 contract renewal	May be informal or formal	June 30
4th	During fourth year at DePaul, with timing per college's schedule, for Year 6 contract renewal	Formal	June 30
5th	During fifth year at DePaul, with timing per college's schedule, for year 7 contract renewal	May be informal or formal. Must be formal if non-reappointment is realistic possibility.	June 30
6th	Sixth Year at DePaul, with timing per Faculty Handbook calendar	Promotion and Tenure Review	June 30

4 *The contract renewal schedule for tenure-line faculty who come in with years of credit towards tenure is
 5 the same as for other tenure-line faculty, but the year of the promotion and tenure review varies. The
 6 initial faculty contract stipulates the year of the promotion and tenure review.
 7

1 **3.9 Schedule for Promotion and Tenure**

2
3 **3.9.1 University Promotion and Tenure Schedule**

4
5 The following is the suggested schedule for the university promotion and tenure process. Whenever
6 possible, the university will abide by the proposed timetable. Any changes to this calendar must provide
7 at least the allotted time period for candidate responses, minority reports, and signing statements.

8
9 **April 1**

10 Letter of notification as to the eligibility to apply for promotion and tenure sent to the faculty member
11 from the provost

12
13 **May 1**

14 Letter requesting consideration for promotion and/or tenure submitted by the faculty member to the
15 provost, the academic dean, and the head of the academic unit

16
17 **May 15**

18 Provost acknowledges receipt of applications for promotion, for tenure, or for promotion and tenure.

19
20 **June 1**

21 Candidate provides CV and selected publications/documentation of creative activities to local academic
22 unit officers for submission to external reviewers

23
24 **June 15**

25 Local academic unit identifies an initial list of potential external reviewers

26
27 **First day of fall quarter**

28 Candidate's complete materials due to the local academic unit

29
30 **January 15**

31 Report from the academic unit submitted to the academic dean and to the candidate.

32
33 **January 31**

34 Report from the academic dean and the academic unit of the following colleges and schools submitted to
35 the Office of Academic Affairs and to the candidate

- 36
37
- 38 • College of Communication
 - 39 • College of Computing and Digital Media
 - 40 • College of Law
 - 41 • School of Music
 - 42 • School of Continuing and Professional Studies
 - 43 • The Theatre School
- 44

1 **March 1**

2 Reports from the academic deans of the Driehaus College of Business and the College of Education and
3 all relevant materials submitted to the Office of Academic Affairs and to the candidate

4

5 **March 15**

6 Reports from the academic deans of the College of Liberal Arts & Social Sciences and the College of
7 Science and Health and all relevant materials submitted to the Office of Academic Affairs and to the
8 candidate.

9

10 **Winter/Spring Quarter**

11 University Board on Faculty Promotion and Tenure meets with faculty candidates

12

13 **Five business days from the last UBPT meeting but no later than May 15**

14 UBPT reports due to candidates

15

16 **Two weeks from the date UBPT reports are sent to candidates**

17 Optional candidate response due to UBPT

18 UBPT report and all relevant materials for all candidates submitted to provost

19

20 **June 15**

21 Decision of the university provost

22 Notification to candidate of the provost's decision follows in a timely fashion

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2 **RESIGNATION, AND RETIREMENT**
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CHAPTER 4. DISCIPLINARY ACTION, SUSPENSION, TERMINATION, RESIGNATION, AND RETIREMENT

4.1 Overview

This chapter summarizes the policies and processes to be followed in disciplinary cases involving faculty as well as those governing the termination of faculty members. Every faculty member is entitled to fair and consistent decision-making procedures as a protection against violations of academic freedom or arbitrary adverse decisions. Tenured faculty may be dismissed only under provisions set out in this Handbook.

The term “appointment” refers to the initial contract issued to all faculty. The terms “reappointment” and “non-reappointment” apply to full-time non-tenure line faculty (see Chapter 2). The terms “renewal” and “nonrenewal” apply to non-tenured tenure-line faculty.

Reviews and decisions for appointment, reappointment, renewal, promotion, and tenure are separate actions. Appointment does not guarantee reappointment or renewal, nor does appointment at any rank confer tenure, except where specifically provided in the contract. Promotion at any time from any rank to any other rank does not confer tenure.

4.2 Nonrenewal of Non-Tenured Tenure Line Faculty

When deciding whether to renew the contract of a non-tenured tenure-line faculty member the university follows two general principles:

1. To select, given available resources, faculty members who will best contribute to its distinctive goals and academic mission. Consequently, the university has the authority and discretion, within the limits of academic freedom, to determine which non-tenured tenure-line faculty members will be retained.
2. To have no reasonable doubt as to the faculty member’s qualifications for tenure before it reaches a favorable decision on the renewal that results in tenure. The quality of academic programs and therefore the good of the university require careful selectivity in renewal based on the individual faculty member’s qualifications and the needs of the university. Anything that undermines the selective process erodes tenure and quality.

Non-tenured tenure-line faculty members are subject to an annual probationary review (see Chapter 3). Renewal decisions are made in conjunction with the annual probationary review. Although there is no guarantee of renewal, non-tenured tenure line faculty are entitled to consideration for renewal. Nonrenewal decisions must be based on criteria as described in this Faculty Handbook, and selected from those listed below:

1. Teaching and learning;

- 1 2. Scholarship, research, or other creative activities;
- 2 3. Service;
- 3 4. Professional advancement, such as the completion of a terminal degree or certificate. This
- 4 criterion is especially applicable when there is a particular interest or a previous understanding
- 5 with the faculty member regarding this advancement;
- 6 5. Responsible participation in university processes and activities that are generally considered
- 7 faculty responsibilities;
- 8 6. Change in academic program, such as:
 - 9 • termination or reduction in size of the academic program to which a faculty member is
 - 10 assigned;
 - 11 • change in an area of specialization or in emphasis in a program;
- 12 7. Financial conditions of the university as a whole or in any particular part, requiring reduction in
- 13 the size of the faculty;
- 14 8. Professional and ethical conduct.

15
16 Nonrenewal may rest on a single criterion or a combination of several criteria, reflecting the faculty
17 member's role in the academic unit and the needs of the university. The rationale for the renewal decision
18 must be explained and supported with evidence and with reference to the appropriate criteria.

19
20 The dean and the faculty of the local academic unit must follow the procedures specified in Chapter 3 in
21 making renewal recommendations. Every faculty member in an academic unit is entitled to be judged
22 according to consistent criteria and documentation. Conflicts of interest must be avoided in all faculty
23 evaluations. Any judgment based on a faculty member's ideological and political positions is a violation
24 of academic freedom.

25
26 As detailed in Chapter 3, the local academic unit normally makes a recommendation on annual renewal
27 and nonrenewal. If the dean does not concur in the recommendation of a local academic unit, the dean
28 shares his or her recommendation with the local academic unit. The local academic unit may appeal the
29 dean's recommendation to the provost. In such cases, the dean and the local academic unit must provide
30 the provost with written reasons for their respective positions. The provost makes the final decision and
31 reports it to the candidate. A faculty member who is not renewed may file an appeal. (See Chapter 5).

32
33 The non-tenured tenure-line faculty member is entitled to:

- 34 a) an opportunity to submit materials supporting renewal. The non-tenured tenure-line faculty
35 member will be notified at least 28 calendar days before the local academic unit's review. The
36 candidate must submit supporting materials to the local academic unit officer at least 14 calendar
37 days prior to the local academic unit review;
- 38
39 b) written notification of the decision on renewal. The notification must include the reasons for the
40 decision. A notification to renew should include an assessment of the faculty member's
41 qualifications, noting those conditions which should be fulfilled for future renewal or tenure. A
42 notification of nonrenewal must include the reasons for the decision, the faculty member's appeal
43 rights, and the procedures for such appeals as described in Chapter 5.
- 44

1
2 The university follows the AAUP guidelines for notice of renewal. Notice of nonrenewal, or of intention
3 not to recommend renewal, should be given in writing in accordance with the following standards and the
4 calendar specified in Chapter 3.

- 5
6 1. On or before March 1 of the first academic year of service, if the appointment expires at the end
7 of that year; or, if a one year appointment terminates during an academic year, at least three (3)
8 months in advance of its termination.
9 2. On or before December 15 of the second academic year of service, if the appointment expires at
10 the end of that year; or, if an initial two year appointment terminates during an academic year, at
11 least six (6) months in advance of its termination.
12 3. At least twelve (12) months before the expiration of an appointment after two (2) or more years in
13 the institution. Notices of reappointments and contract renewal are based on the university's
14 annual budget cycle.

15
16 Notification by these dates shall constitute sufficient notification for not offering another contract even
17 though appeal and subsequent review might mean that the final decision is rendered less than a year
18 before the end of the final contract.

19
20 A non-tenured tenure-line faculty member informed that his or her contract is not to be renewed may
21 appeal the decision not to renew. See Chapter 5, Appeals and Grievances.

22 23 **4.3 Tenured Faculty**

24
25 Tenure creates the presumption of continuing employment. Tenured faculty may be dismissed only under
26 provisions set out in this handbook. Tenured faculty are not renewed annually.

27 28 **4.4 Disciplinary Actions Including Dismissal or Suspension for Misconduct**

29 30 **4.4.1 Misconduct**

31
32 The university's response to allegations of faculty misconduct may vary according to the nature of the
33 misconduct, its seriousness, its impact on the university's reputation or the well-being of other members
34 of the university community, and any prior record of misconduct by the faculty member. Disciplinary
35 sanctions may apply to any full-time faculty member, including, but not limited to, all tenure-line faculty.
36 Faculty members who hold administrative appointments are subject to these provisions with respect to
37 their role as faculty members.

38
39 Misconduct includes violations of university policies, including the Faculty Handbook and anti-
40 discrimination and anti-harassment policies; violations of academic or scholarly integrity; or a pattern or
41 practice of failing to meet university contractual obligations.

42
43 Disciplinary proceedings are reserved for situations that warrant the imposition of a major or a minor
44 sanction. Inadequate performance in teaching, scholarship/research/creative activities, or service that does

1 not rise to the level of misconduct must be dealt with during the standard processes for faculty review
 2 and/or reappointment/renewal.

3
 4 All procedures are to be carried out as expeditiously as is reasonably possible. All time guidelines in this
 5 section refer only to calendar or business days within regular academic terms — Fall, Winter, and Spring
 6 quarters or Fall and Spring semesters— and are to be construed as recommended maximums.

7
 8 **4.4.2 Categories of Disciplinary Sanctions:**

- 9
 10 • **Minor sanctions:** sanctions short of suspension or dismissal
 11 • **Major sanctions:** suspension or dismissal

12
 13 **4.4.3 Initiation of Disciplinary Actions in All Disciplinary Cases Involving Faculty:**

- 14
 15 1. The dean initiates an investigation of alleged faculty misconduct, except in situations where
 16 initiation of disciplinary action is based on OIDE findings, in which case the dean will work in
 17 consultation with OIDE.
 18 2. The dean should attempt to resolve the issue through an informal process resulting in both parties
 19 agreeing with the outcome.
 20 3. If informal resolution fails, the dean will present the faculty member with a statement of charges.
 21 The faculty member will be provided an opportunity to submit a rebuttal within two weeks of the
 22 presentation of the statement of charges. If the faculty member perceives that the dean has a
 23 conflict of interest, he or she may simultaneously request in writing that the dean appoint a
 24 designee. The dean may deny the request with written reasons.
 25 4. After the statement of charges is presented, either party may invite a DePaul colleague to act as
 26 an advisor. The advisor may attend but not participate in any meeting related to the case. Within
 27 four weeks of the presentation of the charges, the dean or the designee will conduct a detailed
 28 review of the charges and the rebuttal, if any, and prepare a report.
 29 5. The faculty member may examine the report and any evidence referenced in the report and will
 30 be given two weeks to provide a final statement before a decision is reached.
 31 6. In all cases, the burden of proof is with the dean and a recommendation for sanctions must be
 32 supported by a preponderance of evidence.
 33 7. The dean shall make a decision within eight weeks of the presentation of the charges. This
 34 decision may be one of the following: (1) to dismiss the case; (2) to impose a minor sanction; or
 35 (3) to refer the case to the provost for major sanctions.

36
 37 The dean shall file with the office of the provost the statement of charges, the faculty member’s rebuttal,
 38 the report, the final statement by the faculty member and the dean’s own written decision. The office of
 39 the provost shall maintain this information

40
 41 **In cases involving minor sanctions:**

42 The dean makes the decision on the sanctions to be imposed. The faculty member may grieve the decision
 43 according to the grievance procedures of Chapter 5. To the extent possible, the dean and the provost will
 44 not release any information about the sanctions.

- 1
2 **In cases involving major sanctions:**
3 If the dean's written decision includes a recommendation for major sanctions, the provost (or designee)
4 will conduct a detailed review of the charges and any evidence provided by the parties at the college
5 level. The provost (or designee) may interview the parties or consult additional experts and request
6 additional evidence from the parties.
7
8 The provost will make a decision within ten weeks of the presentation of the statement of the charges.
9
10 The provost's decision will be one of the following:
11
12 1. dismiss the case; or
13 2. issue a minor sanction; or
14 3. **(in the case of term faculty only)** impose a major sanction without a formal hearing (in this case,
15 the term faculty member has the right to appeal to the Faculty Committee on Appeals according
16 to procedures in Chapter 5); or
17 4. **(in the case of tenure-line of faculty)** refer the case for a formal faculty hearing with a
18 recommendation for a major sanction (see below for detailed procedure).
19

20 ***4.4.4 Formal Hearing in Cases Involving Major Sanctions Against Tenure-Line Faculty***

21 **4.4.4.1 Initiation of a formal hearing**

- 22
23
24 1. The provost will notify the faculty member of the intent to refer the case for a formal faculty
25 hearing with a recommendation for a major sanction. The faculty member may waive the right to
26 the hearing and choose to have the case decided by the provost. In that case, the provost's
27 decision will be final and may not be appealed or grieved further. Otherwise, the provost will
28 initiate a request for a formal Hearing Committee and appoint a designee to serve as complainant
29 ("university representative") in the disciplinary proceeding. If a conflict of interest is perceived,
30 the faculty member may request, with justification, a different university representative which can
31 be denied by the provost with written reasons.
32 2. The university representative must file a detailed statement of charges with the Faculty Council
33 President, a copy of which will simultaneously be provided to the faculty member.
34 3. The faculty member will have four weeks to submit a written response to the charges once they
35 have been filed with Faculty Council.
36 4. The university representative will forward the following information to the Hearing Committee:
37 (a) the statement of charges; (b) the response; (c) a list of individuals who may have pertinent
38 information about the case; (d) and the records of any earlier investigations or decisions.
39 5. The burden of proof rests with the university. The charges against the faculty member must be
40 established by a preponderance of evidence.
41
42
43

1 **4.4.4.2 Rules and procedures for the Hearing Committee**
2

- 3 1. The Hearing Committee will be comprised of three tenured faculty members selected in the
4 following manner: Faculty Council shall identify a panel of nine tenured faculty members not
5 affiliated with the college or school of the faculty member. Faculty Council, in conjunction with
6 both parties will develop a process for interviewing the nine selected faculty members. In
7 alternating fashion, with the university going first, each party excludes three members from the
8 panel. The remaining members of the panel constitute the Hearing Committee. The committee
9 shall select its own chair.
- 10 2. The Hearing Committee shall not disclose the evidentiary record, including deliberations and
11 findings, except to those with a legitimate need to know.
- 12 3. The Hearing Committee may attempt an informal resolution of the case before proceeding to a
13 formal hearing. If it cannot resolve the matter informally, then it will schedule a formal hearing.
- 14 4. The university will assume all costs directly incurred by the Hearing Committee.
- 15 5. The Hearing Committee will conduct a prehearing meeting with the faculty member and the
16 university representative to clarify the issues, stipulate facts, finalize the list of individuals who
17 may have information relevant to the hearing, provide for the exchange of documentary or other
18 information, and identify other appropriate objectives to make the hearing fair, effective, and
19 expeditious. The committee will provide both parties with a written record of its decisions.
- 20 6. The chair of the Hearing Committee will notify all concerned parties of the time and location of
21 the hearing. Notice of the hearing must be in writing and made at least two weeks prior to the
22 hearing. Time extension or rescheduling requests by the faculty member or the university
23 representative may be granted by the chair for good reason.
- 24 7. At any time before the start of the hearing, the faculty member may choose not to participate in
25 person but may choose to submit a written response to the specific charges. In the event the
26 faculty member does not participate in person he or she may still deny the charges or assert that
27 the charges do not support a finding for a major sanction.
- 28 8. The hearing will proceed in the absence of either the faculty member or the university
29 representative who fails to appear at the hearing after receiving notification. Only circumstances
30 that are beyond a party's control and that prevent a party's attendance at the hearing will
31 constitute good reason to reschedule the hearing. The Hearing Committee will make the
32 determination as to whether there is good reason for the absence.
- 33 9. The Hearing Committee (on its own or at the request of either party) may invite persons from
34 inside or outside the university to give testimony relevant to the matter. University personnel will
35 make every effort to cooperate with the committee in securing witnesses and making evidence
36 available. The parties shall have the right to cross-examine all witnesses.
- 37 10. The faculty member may receive the assistance of counsel of her or his choosing and at her or his
38 cost. If the faculty member employs an attorney for the hearing, and the decision is not for a
39 major sanction, the University will reimburse the faculty member for at least one-half of the
40 reasonable legal expenses, the precise proportion to be decided by the Hearing Committee,
41 depending on the degree to which the University case had merit.
- 42 11. All hearings are closed to the public. The Hearing Committee, at its sole discretion, may remove
43 participants in the hearing who disrupt the process.

- 1 12. The hearing will be transcribed. At the conclusion of the hearing, the parties shall have
2 unrestricted access to the full evidentiary record and a copy of the complete transcript. The parties
3 will be given a reasonable period of time, specified by the committee, to examine this record.
4 After examining the record, the faculty member and the university may file closing statements,
5 copies of which will be provided by the chair to the other parties.
- 6 13. Subsequent to filing the closing statements, the Hearing Committee will deliberate in a closed
7 session.
- 8 14. The findings of the Hearing Committee may be only one of the following: (1) adequate cause for
9 dismissal, (2) adequate cause for suspension, (3) adequate cause for a minor sanction, or (4)
10 adequate cause has not been established for major or minor sanctions. If the finding is for a
11 sanction other than dismissal, the Hearing Committee shall include in its report recommendations
12 for appropriate sanctions.
- 13 15. The findings and the decision of the Hearing Committee on appropriate sanctions must be
14 supported by a majority vote and be specified in a written report. The chair of the Hearing
15 Committee will submit the report to the provost and the faculty member.
- 16 16. The provost (or president if the provost has a conflict of interest) may either accept the decision
17 of the Hearing Committee or resubmit this decision to the committee with specific objections. In
18 the latter case, the committee will then reconsider only points to which the provost has objections,
19 receiving new evidence if necessary. After its reconsideration, the Hearing Committee will
20 deliver its final decision to the provost (or president if the provost has a conflict).

21 22 **4.4.5 *Appealing the Decision of the Hearing Committee in Cases Involving Major Sanctions*** 23 ***Against a Tenure-Line Faculty Member*** 24

25 In cases involving major sanctions against tenure-line faculty either party (the provost/president on behalf
26 of the university or the faculty member) has the right to appeal a decision by the Hearing Committee to an
27 Appeals Board.
28

29 Grounds for appeal could be one or more of the following:

- 30 1. Procedural violations that compromised the ability of a party to present arguments or evidence or
31 to do so in a timely manner; procedural violations that compromised the committee's
32 consideration of the evidence and arguments presented;
- 33 2. Failure of the committee to apply appropriate standards under which the charges were brought
34 and under which the charges should have been considered; failure of the committee to consider
35 relevant evidence actually presented;
- 36 3. Arbitrary decisions of the committee that could not reasonably follow under the standards applied
37 and given the evidence presented.
38

39 Makeup of the Appeals Board:

- 40 1. Two deans (excluding the dean involved in the case) selected by the Council of Deans.
- 41 2. Two faculty members (without a conflict of interest in the case) selected by the Faculty Council
42 from among the twelve members of the Faculty Committee on Appeals.
- 43 3. One additional member selected jointly by the president of the university and the president of
44 Faculty Council.

1
2 The Appeals Board may take one of the following actions:

- 3 1. Accept the decision of the Hearing Committee; or
- 4 2. Send back the matter to the Hearing Committee with specific recommendations for additional
5 actions or changes. This action should be taken if the Appeals Board believes that the decision
6 was influenced by the procedural or standards violations, but those violations can be remedied by
7 the Hearing Committee. In this case the Hearing Committee shall take appropriate action taking
8 into account the Appeals Board's recommendations and issue a revised report with a final
9 decision; or
- 10 3. Reject the Hearing Committee's decision and conduct a new hearing. This action may only be
11 taken if the Appeals Board can demonstrate that no reasonable decision-maker could have arrived
12 at the conclusion of the Hearing Committee based on the facts presented, or the procedural
13 violations were so egregious that they compromised the integrity of the process. Should the
14 Appeals Board initiate such a rehearing, it must issue a written opinion with its findings regarding
15 the deficiencies in the Hearing Committee decision before commencing its rehearing. In
16 conducting a rehearing the Appeals Board will follow the same operating procedures required of
17 the Hearing Committee.

18
19 In all three cases, there is no further appeal from this decision within the university.
20

21 **4.5 Emergency Suspension**

22
23 In an emergency where potentially serious harm must be prevented and immediate action must be taken
24 before initiating the disciplinary procedures set out in this chapter, the provost may suspend a faculty
25 member. The provost shall inform the faculty member in writing of the terms of the suspension. Within a
26 reasonable timeframe of issuing the written notice, the provost shall either lift the suspension or initiate
27 the formal disciplinary procedures. The suspension will not continue beyond the time required to remove
28 the actual or potential harm, ordinarily not beyond the academic year.
29

30 A faculty member may grieve a suspension under this section only if the dean declines to initiate formal
31 disciplinary procedures. See Chapter 5 Appeals and Grievances.
32

33 The faculty member suspended from active service to the university will receive full compensation during
34 the suspension until the time of justifiable dismissal for misconduct.
35

36 **4.6 Termination Due to Financial Exigency**

37 38 **4.6.1 Financial Exigency**

39
40 Termination of an appointment with tenure may occur due to financial exigency of the university.
41 Financial exigency is a financial crisis that fundamentally compromises the academic integrity of the
42 institution as a whole. The crisis usually results from substantial and recurring financial deficits that
43 cannot be offset by prudent use of the university's reserves.
44

1 Prior to declaring exigency, the university president, provost, and executive vice president will retrench
2 operations in all areas before taking steps that could lead to the termination of tenured faculty. These
3 retrenchments will be made up to the point where there would be a danger of seriously jeopardizing the
4 academic quality or the essential operations of the university.
5

6 With the exception of the work of the identified committees, all of the steps specified below in
7 Subsections 4.6.2 thru 4.6.7 (inclusive) must be initiated, conducted, and completed within the regular
8 academic year calendar – from the opening date of regular day and evening Autumn quarter classes to the
9 date of the last final exam in Spring quarter. Any steps that remain uncompleted at the close of business
10 on the date of the last final exam in Spring quarter shall be suspended until the following autumn quarter
11 commences.
12

13 **4.6.2 *Provost Statement***

14
15 The provost shall issue a formal statement to the president of the Faculty Council and the president of the
16 Staff Council, indicating and providing documentary support of the existence of financial exigency. The
17 statement will address the following points:
18

- 19 1. Evidence of financial exigency and the need for serious retrenchments involving the termination
20 of tenured faculty;
- 21 2. Evidence in support of assumptions underlying projections of future revenues and costs;
- 22 3. Dollar amount and distribution of the retrenchments that have been made or can be made in all
23 parts of the university without terminating tenured faculty appointments, including possible
24 administrative salary reductions; and
- 25 4. Dollar amount of decrease in expenditures to be realized in colleges that will result in the
26 termination of tenured faculty appointment(s).
27

28 **4.6.3 *Financial Exigency Committee***

29
30 The statement by the provost shall be reviewed by a Financial Exigency Committee to determine whether
31 there is sufficient evidence to declare financial exigency. The committee shall consist of four tenured
32 faculty members (none of whom hold administrative appointments at the level of Associate Dean or
33 above), one staff member, one student, one representative of the Board of Trustees, the executive vice
34 president and the provost (ex officio). The committee will select one of its members to act as chair.
35 Faculty Council will appoint the faculty members; Staff Council will select the staff member; Student
36 Government Association will select the student member; and the Board of Trustees will select its
37 representative. Members of the committee may be chosen from any area of the university. The executive
38 vice president shall convene the committee within two weeks upon receipt of the statement from the
39 provost.
40

41 Within two weeks of request, the university shall provide the Financial Exigency Committee with all
42 university data necessary to evaluate the provost's statement. This data must include (1) records of current
43 and past operations and financial position, and (2) projections of future operations and financial position.
44 When necessary, the committee may also invite faculty, staff, or other knowledgeable persons to provide

1 information. The committee shall keep a formal record of its deliberations and votes within 30 days of
 2 receipt of the requested financial information, the committee will evaluate the financial data, and vote on
 3 whether a condition of financial exigency exists that requires the termination of tenured faculty. The
 4 committee will issue a report. If the committee finds that financial exigency exists, its report on financial
 5 reductions shall consider the university's complete set of financial statements, not simply revenues and
 6 costs. The committee shall carefully consider whether and how the university's real estate and other
 7 assets might be sold, refinanced or otherwise reallocated.

8
 9 If the committee concludes that such financial exigency exists, the report must include the amount of
 10 reduction needed (1) in the areas of academic affairs that are not part of the schools and colleges, and (2)
 11 in the colleges and schools. If the committee concludes that no such financial exigency exists, the report
 12 must include a rationale for this conclusion.

13
 14 The report of this committee will be sent to the Faculty Council, Staff Council, and the Student
 15 Government Association for review and comment. All comments are due to the Financial Exigency
 16 Committee within 30 days of receipt. The Financial Exigency Committee will send its report and any
 17 comments from the councils and SGA to the university president for final decision.

18 19 **4.6.4 Retrenchment Committee**

20
 21 In the event that the president of the university concludes that financial exigency exists, the provost will
 22 prepare a proposal indicating the specific methods for dealing with the financial exigency, including (1)
 23 the amount of the financial reductions outside of the schools and colleges, (2) the amount of financial
 24 reductions within each school and college, (3) the nature and timing of the retrenchments, and (4) the
 25 effects of these retrenchments on specific academic programs.

26
 27 This proposal will be submitted to a Retrenchment Committee consisting of three tenured faculty
 28 members (none of whom hold administrative appointments at the level of Associate Dean or above)
 29 appointed directly by the Faculty Council, one college dean chosen by the Dean's Council, and the
 30 provost. The committee will select one of its members to act as chair. The three tenured faculty members
 31 must be chosen from different colleges within the university. Members of the committee must understand
 32 and agree that they do not represent their academic units. They must take into account the seriousness of
 33 the situation and make decisions based on the best long-term interests of the university.

34
 35 The provost shall also submit the proposal to the dean of each affected school or college who, after
 36 consulting with his/her faculty, may present a written recommendation to the Retrenchment Committee as
 37 to how the required reduction could be achieved.

38
 39 Before the Retrenchment Committee reaches any decision, it must provide the affected faculty and staff
 40 the recommendations and the opportunity to respond in writing to the provost's and deans'
 41 recommendations. The Retrenchment Committee will also convene a meeting open to all tenured faculty,
 42 at which it will consult the faculty and respond to their concerns. The provost's recommendation, as well
 43 as any dean's recommendation, must be made available to the tenured faculty no less than two weeks
 44 before the open meeting.

1
2 To achieve the specified amount of financial reduction, the Retrenchment Committee will make a final
3 decision that states:

- 4
5 1. The dollar amount of reduction required of each school or college, other than by termination of
6 full-time faculty;
7 2. The dollar amount of reduction in each college through the termination of full-time faculty; and
8 3. A list of academic units financially capable of absorbing faculty transfers/affiliation from other
9 units including an estimate of the number of tenured positions that could be accommodated in
10 each.

11
12 The Retrenchment Committee shall send its final decision to the provost, the deans of affected colleges
13 and schools, the president of Faculty Council, the president of Staff Council, and the president of the
14 Student Government Association.

15
16 **4.6.5 Termination Committee(s)**

17
18 Based on the decision of the Retrenchment Committee, Faculty Council shall constitute a Termination
19 Committee for each college that must terminate faculty due to the retrenchment. Each Termination
20 Committee shall consist of three tenured faculty members appointed directly by Faculty Council; the
21 members shall be drawn from outside the affected college and shall not be affiliated with the programs or
22 departments in which retrenchments have been mandated. Faculty members who hold administrative
23 appointments at the level of associate dean or above are ineligible to serve. The Committee shall select
24 one of its own members as chair.

25
26 The chair of each Termination Committee shall call for the dean of the affected college to consult with
27 local academic unit officers and then submit to the Termination Committee a proposal specifying which
28 faculty will be terminated. If a college is to be phased out or if colleges are to be merged, the provost shall
29 submit the proposal after consultation with the local academic unit officers and relevant deans.

30
31 Faculty from affected units will be given the opportunity to submit written statements, including CVs and
32 other relevant materials that discuss their qualifications and the rationale for their retention.

33
34 The dean or provost, in making his or her proposals for termination, and the Termination Committee, in
35 evaluating the proposals, are to decide according to the following criteria and in this order of priority:

- 36
37 1. Program viability: faculty required for a viable academic program may be retained if the program
38 itself is not to be phased out. Quality of faculty performance may be considered in evaluating
39 whether a faculty member is required for a viable academic program. In extraordinary
40 circumstances, where a serious distortion of the academic program would otherwise result, one or
41 more non-tenured faculty members may be retained. Materials submitted by the affected faculty
42 member(s) must be considered by the Termination Committee along with other relevant material.
43 2. Tenure: tenured faculty are to be retained over non-tenured faculty; and

- 1 3. Seniority: more senior faculty are to be retained over less senior faculty. Seniority is defined first
2 by rank and second by years in rank.

3
4 In evaluating the proposals and the application of the above criteria, the Termination Committee will
5 comply with the university's equal employment opportunity policies and procedures.

6
7 The Termination Committee(s) will submit their recommendations to the provost, the deans of the
8 affected units, the department chairs or program heads, and the president of the Faculty Council.

9
10 The provost makes the final determination on termination. Only in rare instances and for compelling
11 reasons will the provost overturn a recommendation made by the Termination Committee. If the provost's
12 decision differs from the recommendation, the provost must prepare a written explanation and provide it
13 to the deans of the affected units, the department chairs or program heads, and the president of the Faculty
14 Council.

15
16 **4.6.6 University Obligations upon Termination of Tenured Faculty**

- 17
18 1. If a tenured faculty member designated for termination believes he or she is qualified to be
19 transferred, he or she must identify at least one local academic unit or college which was
20 identified by the retrenchment committee as capable of absorbing faculty transfers. The affected
21 faculty member will have the opportunity to submit a written statement regarding his or her
22 fitness to serve as a tenured faculty member in each of the identified units. The faculty member is
23 entitled to attach to his or her written statement any relevant documents or materials. The faculty
24 member may describe any additional training that might be appropriate. The faculty member has
25 the right to access all relevant available information within the university to assist in identifying
26 the units in which he or she would be qualified to serve and to assist in preparing the written
27 statement.

28
29 If the faculty member designated for termination requests a transfer, the local academic unit
30 officer of each of the identified units

- 31 a) Must call a meeting of all the eligible faculty of that unit to vote on the transfer of the faculty
32 member to that unit,
33 b) Must circulate, prior to that meeting, to all such eligible faculty, on a confidential basis, the
34 faculty member's written statement,
35 c) Must provide an opportunity for the faculty member to make an oral presentation to the
36 eligible faculty of the unit and to answer questions,
37 d) Must hold a vote of eligible faculty when a quorum is present. A majority vote of the eligible
38 tenured faculty in attendance is necessary and sufficient to accept the faculty member.

39
40 Should more than one unit accept the faculty member, the faculty member must select one. Upon
41 the faculty member's selection of a unit for transfer, the provost will take necessary steps to
42 effectuate the transfer.

- 1 2. Should no unit accept the faculty member, then the terminated faculty member shall be entitled to
2 no less than twelve months' notice of termination or a payment equal to the faculty member's
3 contract salary and benefits for an equal length of time. A faculty member who has been tenured
4 at the university for fifteen years or more of continuous tenured service shall be entitled to a
5 minimum of twenty-four months' notice of termination or a payment equal to the faculty
6 member's contract salary and benefits for an equal length of time.
7
- 8 3. The university is obligated not to approve new full-time faculty hires in a terminated faculty
9 member's areas of expertise (defined as courses that the faculty member has either previously
10 taught or is qualified and willing to teach) within a three-year period unless the terminated faculty
11 member has been offered reinstatement with reasonable time in which to accept or decline.
12 Within this three-year period after retrenchment and termination, no more than three additional
13 quarter-length or two semester-length course sections per year may be offered by adjunct or term
14 faculty within the terminated faculty member's areas of expertise. In instances where the
15 University finds compelling need to offer more than three additional quarter-length or two
16 semester-length course sections per year in a terminated faculty member's areas of expertise
17 through the use of adjunct or term faculty, the provost will bring a proposal to Faculty Council for
18 its approval.
19
- 20 4. The university is obligated not to approve additional full-time faculty positions outside of
21 terminated faculty members' areas of expertise, including in other academic programs or units of
22 the university over a three-year period except in extraordinary circumstances where such faculty
23 appointments are needed to sustain growth or maintain academic programs. In such instances, the
24 provost will bring a proposal to Faculty Council for its review. Only in rare instances and for
25 compelling reasons will the provost overturn the recommendations of Faculty Council.
26

27 **4.6.7 Appeal of Termination**

28
29 A tenured faculty member notified of termination because of financial exigency has a right to appeal to a
30 faculty committee regarding the selection of the area and type of retrenchment and selection of specific
31 faculty appointments to be terminated. See Chapter 5.
32

33 **4.7 Termination of Tenured Faculty Due to Discontinuance or Substantial Reduction of** 34 **an Academic Unit or Program**

35
36 The university may discontinue or substantially reduce an academic unit or program. Such decisions must
37 be based on educational concerns and the institution's overall educational mission. If a proposal for
38 discontinuance or substantial reduction involves curricular change but not termination of tenured faculty,
39 it shall be vetted according to Faculty Council's regular policies and procedures. If the proposal does
40 involve termination of tenured faculty, then the following steps must be followed instead.
41

42 All of the specified steps must take place during the normal academic year.
43

1 **4.7.1 Step 1**

2
3 The dean of the college responsible for the academic unit in question or the provost shall submit a formal
4 proposal (“the Proposal”) to the Faculty Council. The dean or provost shall also share the Proposal with
5 the faculty of the unit(s) affected by the proposed changes.

6
7 The Proposal should address the following:

- 8
9 1. The extent and scope of the discontinuance or substantial reduction of the academic unit or
10 program, including the number of faculty to be terminated and the nature of the curricular change,
11 if any;
- 12 2. Justification and rationale for the proposed reduction or discontinuance of the academic unit or
13 program (including criteria typically used to evaluate the discontinuance or substantial reduction
14 of programs);
- 15 3. Justification and rationale for the termination of faculty as a result of the discontinuance or
16 substantial reduction of the academic unit or program;
- 17 4. Explanation of how the discontinuance or substantial reduction of the academic unit or program,
18 including the termination of faculty, aligns with the university’s academic priorities and
19 educational mission;
- 20 5. Description of how the discontinuance or substantial reduction of the academic unit or program,
21 including the termination of faculty, will affect the academic quality of the institution;
- 22 6. Description of the specific steps to be taken in restructuring or phasing out the unit and a
23 proposed timeline (e.g., merging with another unit, shrinking or discontinuing a particular
24 program within or across units).
- 25

26 **4.7.2 Step 2**

27
28 Faculty Council shall constitute a Review Committee of five tenured faculty members to evaluate the
29 Proposal and prepare a report and recommendations for the Faculty Council. No member of the Review
30 Committee may be from a unit to be affected by the discontinuance or substantial reduction. The Review
31 Committee shall submit the Proposal and its report to the Faculty Council and to the tenure-line faculty
32 members attached to any unit directly affected by the proposed reductions or eliminations. The tenured
33 faculty members also have a right to submit, individually and/or as a group, a statement to Faculty
34 Council. This statement must be submitted, within twenty calendar days of the receipt of the documents,
35 to Faculty Council.

36

37 **4.7.3 Step 3**

38
39 Faculty Council, after receiving the report of the Review Committee and statements from tenured faculty
40 members at the Faculty Council meeting, will vote on the Proposal within two months. All votes on
41 discontinuance or substantial reduction must be conducted by secret ballot. If Faculty Council accepts the
42 Proposal from the dean/provost, it will forward its decision to the university president.

43

1 If Faculty Council rejects the Proposal, it will provide its reasons and rationale and make specific
2 recommendations for revision to the dean/provost. It may also request a meeting with dean/provost in
3 order to discuss its concerns and make its reservations clear. The dean/provost may then revise the
4 Proposal in light of these recommendations and resubmit the Proposal to Faculty Council for its final
5 vote.

6
7 **4.7.4 Step 4**

8
9 If Faculty Council accepts the Proposal, it will forward its decision to the university president and full-
10 time faculty members of all affected units or programs. The tenure-line faculty members attached to any
11 unit directly affected by the proposed reductions or eliminations have a right to the records used in the
12 deliberation process. The tenured faculty members also have a right to submit, individually or as a group,
13 within twenty calendar days of the Faculty Council decision, a statement to the university president
14 explaining a position contrary to that decision.

15
16 The university president shall not make a decision without considering the statements submitted by the
17 tenured faculty members affected by proposed discontinuance or substantial reduction. The university
18 president shall either accept the Proposal or, under exceptional circumstances, revise the Proposal and
19 resubmit to Faculty Council for a vote within thirty calendar days of notification of the Faculty Council
20 decision.

21
22 Faculty Council will make the final decision on the Proposal.

23
24 **4.7.5 Step 5**

25
26 Should the Proposal be accepted by the university president, Faculty Council, within fifteen calendar
27 days, shall constitute a Termination Committee of three tenured faculty members; the members shall be
28 drawn from outside the affected college and shall not be affiliated with the affected academic units or
29 programs. Faculty members who hold administrative appointments at the level of associate dean or above
30 are ineligible to serve. The Termination Committee shall select one of its own members as chair.

31
32 Within fifteen calendar days of the president's decision, the dean of the affected college, in consultation
33 with local academic unit officers, will submit to the Termination Committee a proposal ("Termination
34 Proposal") specifying which faculty affiliated with the affected program or unit will be terminated. If a
35 college is to be eliminated or if colleges are to be merged, the provost shall consult with the local
36 academic unit officers and relevant deans and then submit the Termination Proposal to the Termination
37 Committee.

38
39 The tenured faculty members from affected units will be given the opportunity to submit written
40 statements, including CVs and other relevant materials that discuss their qualifications and the rationale
41 for their retention to the Termination Committee.
42

1 The dean or provost, in making his or her Termination Proposal, and the Termination Committee, in
2 evaluating the Termination Proposal, are to decide according to the following criteria and in this order of
3 priority:
4

- 5 1. Program viability: faculty required for a viable academic program may be retained if the program
6 itself is not to be phased out. Quality of faculty performance may be considered in evaluating
7 whether a faculty member is required for a viable academic program. In extraordinary
8 circumstances, where a serious distortion of the academic program would otherwise result, one or
9 more non-tenured faculty members may be retained. In such circumstances the Termination
10 Committee must explain why a particular faculty member's expertise is no longer needed.
11 Materials submitted by the affected faculty member(s) must be considered by the Termination
12 Committee along with other relevant material.
- 13 2. Tenure: tenured faculty are to be retained over non-tenured faculty; and
- 14 3. Seniority: more senior faculty are to be retained over less senior faculty. Seniority is defined first
15 by rank and second by years in rank.
16

17 In evaluating the Termination Proposal and the application of the above criteria, the Termination
18 Committee will comply with the university's equal employment opportunity policies and procedures.
19

20 The Termination Committee, within thirty calendar days of receiving the Termination Proposal, will
21 submit its recommendations to the provost, the deans of the affected units, the department chairs or
22 program heads, and the president of the Faculty Council.
23

24 The provost makes the final determination on termination. Only in rare instances and for compelling
25 reasons will the provost overturn a recommendation made by the Termination Committee. If the provost's
26 decision differs from the recommendation, the provost must prepare a written explanation and provide it
27 to the deans of the affected units, the department chairs or program heads, and the president of the Faculty
28 Council.
29

30 ***4.7.6 University Obligations upon Termination of Tenured Faculty*** 31

- 32 1. If a tenured faculty member designated for termination believes he or she is qualified to be
33 transferred, he or she must identify at least one local academic unit or college. The affected
34 faculty member will have the opportunity to submit a written statement regarding his or her
35 fitness to serve as a tenured faculty member in each of the identified units. The faculty member is
36 entitled to attach to his or her written statement any relevant documents or materials. The faculty
37 member may describe any additional training that might be appropriate. The faculty member has
38 the right to access all relevant available information within the university to assist in identifying
39 the units in which he or she would be qualified to serve and to assist in preparing the written
40 statement. Within thirty calendar days of receipt of the information from the university, the
41 faculty member must submit a request for transfer to each of the identified units.
42

1 If the faculty member designated for termination requests a transfer, the provost must inform the
2 local academic unit officers of each of the identified units. Within forty five calendar days of the
3 provost's notification, the local academic unit officers of the identified units;

- 4 a) Must call a meeting of all the eligible faculty of that unit to vote on the transfer of the faculty
5 member to that unit;
- 6 b) Must circulate, prior to that meeting, to all such eligible faculty, on a confidential basis, the
7 faculty member's written statement;
- 8 c) Must provide an opportunity for the faculty member to make an oral presentation to the
9 eligible faculty of the unit and to answer questions;
- 10 d) Must hold a vote of eligible faculty when a quorum is present. A majority vote of the eligible
11 tenured faculty in attendance is necessary and sufficient to accept the faculty member.

12
13 Should more than one unit accept the faculty member, the faculty member must select one. Upon
14 the faculty member's selection of a unit for transfer, the provost will take necessary steps to
15 effectuate the transfer.

- 16
17 2. Should no unit accept the faculty member, the university will make every effort to place the
18 faculty member concerned in another suitable university position for which the person is
19 qualified. If placement in another university position would be facilitated by a reasonable period
20 of training, financial and other support for such training will be proffered.
- 21
22 3. If no position is available within the institution, with or without retraining, or if the faculty
23 member chooses not to pursue another position within the university, the tenured faculty
24 member's appointment will be terminated. The terminated tenured faculty member shall be
25 entitled to a severance payment equal to twenty-four months' contract salary and benefits.
- 26
27 4. The university is obligated not to approve new full-time faculty hires in a terminated faculty
28 member's areas of expertise (defined as courses that the faculty member has either previously
29 taught or is qualified and willing to teach in any academic unit) within a three-year period unless
30 the terminated faculty member has been offered reinstatement with reasonable time in which to
31 accept or decline. Within this three-year period, no more than three additional quarter-length or
32 two semester-length course sections per year may be offered by tenured or non-tenured faculty
33 within that faculty member's areas of expertise. In instances where the university finds
34 compelling need to offer more than three additional quarter-length or two semester-length course
35 sections per year in a terminated faculty member's areas of expertise through the use of tenured
36 or non-tenured faculty, the provost will bring a proposal to Faculty Council for its approval.

37 38 **4.7.7 Appeal of Termination**

39
40 A tenured faculty member notified of termination because of discontinuance or substantial reduction of an
41 academic unit or program has the right to appeal to a faculty committee regarding the selection of his or
42 her specific faculty appointment for termination. See Chapter 5.

1 **4.8 Termination of Tenured Faculty Due to Medical Leave Exceeding Thirty-Six Months**

2
3 If illness or disability prevents a faculty member from performing his or her university obligations and
4 duties, the faculty member may request a medical leave under the university's Family and Medical Leave
5 Act policy and the Sick Pay, Short and Long Term Disability policy. All medical leaves are subject to
6 the policies and procedures of the applicable leave and benefit programs, including physician certification
7 of illness or disability and ability to return to work. Information about university leave and benefit
8 programs are described at the Human Resources website.
9

10 A tenured faculty member who goes on approved Long Term Disability leave may resume his or her
11 university position at any time within thirty-six consecutive months of the first day of Short Term
12 Disability leave if the faculty member is able to fulfill his or her university obligations and duties, with or
13 without reasonable accommodation. If, after the thirty-six month period, the tenured faculty member
14 remains unable to fulfill his or her university obligations and duties, with or without a reasonable
15 accommodation, the tenured appointment may be terminated.
16

17 If a faculty member's appointment is terminated under this section and he or she thereafter becomes able
18 to return to work and resume the obligations and duties of a tenured faculty member, and the faculty
19 member's former appointment is vacant, he or she will be returned to the former appointment at the same
20 rank. If the former appointment is no longer available and there is a vacant faculty appointment for which
21 he or she is qualified, the university will give the former faculty member's application strong
22 consideration. Such a faculty member, if appointed, shall be appointed at his or her prior rank and at the
23 salary associated with the vacant faculty appointment.
24

25 A tenured faculty member whose appointment is terminated under this section may appeal the
26 termination. See Chapter 5.
27

28 **4.9 Resignation**

29
30 A faculty member who wishes to resign shall do so by submitting a written notice of resignation to the
31 dean and local academic unit officer with a proposed effective date.
32

33 **4.10 Retirement**

34
35 A faculty member who wishes to retire shall do so by submitting a written notice of retirement to the dean
36 and local academic unit officer with a proposed effective date. DePaul University has no mandatory
37 retirement age for faculty.

CHAPTER 5. APPEALS AND GRIEVANCES

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1 **CHAPTER 5. APPEALS AND GRIEVANCES**

2
3 Appeal procedures are limited to: dismissal or nonrenewal of contract for tenure-line faculty; denial of
4 tenure and promotion for tenure-line faculty; dismissal during the contract term for term faculty, and non-
5 reappointment of term faculty.

6
7 Grievance procedures are available to all faculty for issues other than denial of promotion and tenure,
8 dismissal, nonrenewal and non-reappointment. A grievance is a written complaint concerning a decision
9 made by a person with authority in the University. The grievance must be filed by the individual
10 adversely affected by the decision.

11
12 **5.1 Appeals**

13
14 Appeals are to be conducted in accordance with the procedures specified below. Each procedure is
15 specific to the type of appeal.

16
17 **5.1.1 Appeals Committee and General Process**

18
19 The faculty member bears the burden of proof. Failure by the faculty member to submit requested
20 materials within designated deadlines shall constitute a failure to meet the burden of proof. The standard
21 of proof is preponderance of the evidence.

22
23 **5.1.1.1 Faculty Committee on Appeals**

24
25 The Faculty Committee on Appeals is a standing committee of the Faculty Council. It comprises fourteen
26 tenured faculty members selected by the Faculty Council through the usual committee selection process.
27 If the committee finds that, in a given case, a member has either a conflict of interest or the appearance of
28 one, the committee will exclude the member from participation. Grounds for recusal include serving in
29 the appellant's local academic unit, participating in evaluation of the appellant, or having a significant
30 personal relationship with the appellant.

31
32 The Faculty Committee on Appeals will assign three of its members to serve as an Appeals Board to hear
33 a case.

34
35 If the appellant raises an allegation of discrimination, the Appeals Board must refer the discrimination
36 allegation to University EEO Resources which, in coordination with the Appeals Board, will conduct an
37 investigation and submit a report to the Appeals Board in a timely manner.

38
39 **5.1.1.2 Notification of Intent**

40
41 A faculty member begins an appeal by filing a written notice of intent to appeal with the president of
42 Faculty Council who will forward the notice to the chair of the Faculty Committee on Appeals. The notice

1 must specify the grounds for appeal. The appellant may not add or change appeal grounds after
2 submitting the notice of intent to appeal.

3
4 **5.1.1.3 Preliminary Review**

5
6 When a faculty member appeals, the Appeals Board will conduct a preliminary review to determine
7 whether the allegations as stated in the appeal, if fully substantiated after investigation, could reasonably
8 be found to establish one or more of the grounds for appeal. If one of the grounds is discrimination, the
9 Appeals Board must consult with the Office of Employee Engagement and Equal Employment
10 Opportunity or the Title IX Coordinator, as appropriate (“University EEO Resources”) before making a
11 determination on that ground. Each ground appealed requires a separate determination as to whether the
12 appeal will go forward on that ground. If, after the preliminary review, the Appeals Board determines
13 that an appeal should go forward on one or more grounds, it will then investigate the faculty member’s
14 allegations.

15
16 If the Appeals Board decides by a majority that an appeal does not satisfy the criteria, the Appeals Board
17 will forward its recommendation to the appropriate academic officer (either the provost or the president),
18 with a copy to the faculty member and the lower-level academic officers. The recommendation must state
19 the reasons for not considering the appeal. The appropriate academic officer (either the provost or the
20 president) may affirm the Appeals Board’s recommendation or remand the case to the Faculty Committee
21 on Appeals. If the case is remanded, the Faculty Committee on Appeals will assemble an alternate
22 Appeals Board from the remaining members to investigate the faculty member’s allegations.

23
24 The Appeals Board transactions are confidential and not open to persons other than those explicitly
25 invited to participate. Written minutes shall be kept of its meetings which shall be available only to the
26 appropriate academic officer (either the provost or the president).

27
28 **5.1.1.4 Investigation and Determination**

29
30 If an appeal moves forward, the Appeals Board may request interviews with, and materials from, the
31 faculty member, the dean, and any evaluating committee. The Appeals Board may take any reasonable
32 action that it deems appropriate or helpful to its deliberations. In every case the Appeals Board must
33 interview the author of any report that recommended against renewal or promotion and tenure and any
34 academic officer who recommended dismissal. The Appeals Board is charged only with reviewing the
35 basis of the appeal; it does not perform an independent evaluation of the faculty member’s qualifications.
36 Each ground appealed requires a separate determination.

37
38 **5.1.1.5 Modified Procedures When Academic Freedom Violation is Alleged (Term Faculty)**

39
40 A term faculty member’s allegation of an academic freedom violation is serious, not to be made or
41 received lightly.

42
43 The university has no obligation to reappoint term faculty members beyond the terms of their contracts.
44

1 If a term faculty member alleges a violation of academic freedom, the Appeals Board will conduct a
2 preliminary review as described in Section 5.1.1.3. If the Appeals Board concludes that the appeal does
3 not satisfy the criteria for a violation of academic freedom, the faculty member will have the option to
4 submit a written response to the report which must be provided to the provost and the Appeals Board for
5 inclusion in the appeal record. The provost may affirm the Appeals Board's recommendation or remand
6 the case to the Faculty Committee on Appeals. If the case is remanded, the Faculty Committee on
7 Appeals will assemble an alternate Appeals Board from the remaining members to investigate the faculty
8 member's allegations.

9
10 If an appeal moves forward on this ground, the Appeals Board shall receive from the complaining term
11 faculty member a written statement indicating the basis for the academic freedom allegation. The
12 Appeals Board shall receive from the faculty member's dean a written statement of the reason(s) for the
13 challenged decision and/or a statement of the procedures followed in reaching the challenged decision.
14 The dean must submit these items to the Appeals Board within ten business days after the chair of the
15 Appeals Board requests them. The Appeals Board will afford the term faculty member and the dean the
16 opportunity to respond in writing and may also request further information.

17
18 For the Appeals Board to conclude that the challenged decision violated the faculty member's academic
19 freedom, a majority of the Board must find that the violation was the causal basis for non-reappointment
20 or termination.

21
22 The Appeals Board will prepare a written analysis and conclusion regarding the allegation of an academic
23 freedom violation. This written analysis and conclusion and all relevant documentation will be sent to the
24 provost for final decision, with copies to the faculty member and dean.

25 26 **5.1.1.6 Modified Procedures When Academic Freedom Violation is Alleged (Tenure-Line 27 Faculty)**

28
29 A tenure-line faculty member's allegation of an academic freedom violation is serious, not to be made or
30 received lightly.

31
32 The university has no obligation to renew the contracts of untenured tenure-line faculty members.
33 Tenured faculty have the right to a continuous appointment except as provided in Chapter 4 of the Faculty
34 Handbook.

35
36 If a tenure-line faculty member alleges a violation of academic freedom, the Appeals Board will conduct
37 a preliminary review on this ground. If the Appeals Board decides by a majority that an appeal does not
38 satisfy the criteria for a violation of academic freedom, the Appeals Board will forward its
39 recommendation to the appropriate academic officer (either the provost or the president), with a copy to
40 the faculty member and the lower-level academic officers. The recommendation must state the reasons for
41 not considering the appeal. The faculty member will have the option to submit a written response to the
42 report which must be provided to the appropriate academic officer (either the provost or the president)
43 and the Appeals Board for inclusion in the appeal record.

1 The appropriate academic officer (either the provost or the president) may affirm the Appeals Board's
2 recommendation or remand the case to the Faculty Committee on Appeals. If the case is remanded, the
3 Faculty Committee on Appeals will assemble an alternate Appeals Board from the remaining members to
4 investigate the faculty member's allegations.
5

6 If an appeal moves forward on this ground, the Appeals Board shall receive from the complaining faculty
7 member a written statement indicating the basis for the allegation of an academic freedom violation. The
8 Appeals Board shall receive from the faculty member's dean or provost, where applicable, a written
9 statement of the reason(s) for the challenged decision and/or a statement of the procedures followed in
10 reaching and reviewing the challenged decision. The dean or provost must submit these items to the
11 Appeals Board within ten business days after the request by the chair of the Appeals Board.
12

13 Upon receipt of the written statements, the Appeals Board will conduct a formal hearing in order to make
14 a recommendation on the alleged academic freedom violation.
15

16 The two parties have the following prerogatives in the formal hearing:
17

- 18 1. To obtain in advance of the hearing a list of witnesses the other party intends to call;
19
- 20 2. Upon written request, to inspect before the formal hearing all documents that the Appeals Board
21 in its prehearing meetings has collected and deemed relevant to its deliberations, in a manner
22 determined by the Appeals Board (provided that the Appeals Board shall require both parties to
23 keep the contents in strict confidence);
24
- 25 3. To select an academic advisor or counsel of their own choosing, provided that advisor or counsel
26 may not participate in the hearing but may be present;
27
- 28 4. To cross examine witnesses;
29
- 30 5. To have sufficient time to prepare evidence and to have adjournments upon the valid claim of
31 unforeseen occurrences during the hearing.
32

33 The faculty member has the following additional prerogatives in the formal hearing:
34

- 35 1. To decline to testify, without prejudice, at the hearing without restricting the prerogative of
36 supporting evidence;
37
- 38 2. To invite a representative of a responsible educational association as an observer to the hearing.
39

40 The responsibilities and prerogatives of the hearing Appeals Board in conducting its procedures are:
41

- 42 1. It has the right to all the information and documents it needs, without being obligated by strict
43 rules of legal evidence and legal procedures, exercising due precaution not to divulge the contents
44 of documents normally considered confidential;

2. It may conduct prehearing meetings to clarify issues and otherwise provide for an effective and efficient hearing;
3. It may take whatever time is required for a fair and complete hearing, while avoiding unnecessary delays;
4. It may formulate its own additional rules of procedure not contrary to the procedures of this document;
5. It shall keep a verbatim record of the hearings, which shall be available to the parties without cost.

The university will assume all costs directly incurred by the hearing Appeals Board. If the faculty member employs an attorney for the hearing, and the appeal is upheld, the university will reimburse the faculty member for at least one-half of the reasonable legal expenses incurred during the formal hearing, the precise proportion to be decided by the Appeals Board.

During the process of the hearing, neither party may make public statements about the proceedings. The Appeals Board may make public statements regarding the status of the proceedings.

In order for the Appeals Board to come to the conclusion that the challenged decision violated the faculty member's academic freedom, a majority of the Appeals Board must find that the violation was the causal basis for the challenged decision.

The Appeals Board will prepare a written analysis and conclusion regarding the alleged academic freedom violation. This written analysis and conclusion and all relevant documentation will be sent to the provost or president, as appropriate, for final decision, with copies to the faculty member and dean.

5.1.2 Tenure-Line Faculty Appeals

Untenured tenure-line faculty may appeal:

1. Nonrenewal prior to the tenure decision (Section 5.1.2.1)
2. Dismissal during the contract period prior to tenure (Section 5.1.2.2)
3. Denial of promotion or tenure (Section 5.1.2.3)

Appeals Board recommendations on appeals for denials of promotion and tenure go to the president for final decision. Appeals Board recommendations on other types of appeals for untenured tenure line faculty go to the provost for final decision.

1 Tenured faculty may appeal:
2

- 3 1. Termination due to Medical Disability or for Medical Reasons (Section 5.1.2.4)
4
- 5 2. Termination due to Financial Exigency (Section 5.1.2.5)
6
- 7 3. Termination due to Discontinuance or Substantial Reduction of an Academic Unit (Section
8 5.1.2.6)
9
- 10 4. Denial of Promotion (Section 5.1.2.3)
11

12 Tenured faculty may not appeal suspension or termination for misconduct but have the right to pre-
13 dismissal and pre-suspension hearings as described in Chapter 4.
14

15 Appeals Board recommendations on appeals go to the provost or president, as specified in the applicable
16 section, for final decision.
17

18 **5.1.2.1 Nonrenewal of Untenured Tenure-Line Faculty Prior to the Tenure Decision** 19

20 *Grounds for Appeal*

21 An untenured tenure-line faculty member may appeal the decision not to renew his or her probationary
22 period contract. The appeal must be based on one or more of the following grounds:
23

- 24 1. The nonrenewal violated the faculty member's academic freedom.
25
- 26 2. The evaluation of the candidate deviated from procedures in the Faculty Handbook or in college
27 or local academic unit guidelines, and the deviation was material to the final decision.
28
- 29 3. The nonrenewal was the result of discriminatory practices prohibited by university policies or
30 applicable federal, state, or local laws.
31

32 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and submit its
33 findings in a report to the faculty member, the dean, and the provost that includes the majority and any
34 minority views. The faculty member will have the option to submit to the provost and dean a written
35 response to the report.
36

37 *Final Decision*

38 The final decision on the appeal rests with the provost. The provost must state the grounds for his or her
39 decision in writing to the faculty member and the relevant lower-level academic officers. If the provost
40 affirms the appeal, he or she may determine the appropriate remedy for the matter based on the facts and
41 circumstances presented by the appeal, including but not limited to renewing the faculty member's
42 contract. The provost's decision is final.
43
44

1 *Calendar for the Appeals Process*

2 By June 30, the faculty member must state his or her intent to appeal in writing to the provost and the
3 president of Faculty Council. By the first day of fall term of the following academic year, the faculty
4 member must submit the written appeal and all supporting documentation to the Faculty Council
5 President who will then forward it to the Appeals Board.

6
7 By September 30, the Appeals Board must establish a clear timeline for each case, which it will distribute
8 to the faculty member, the local academic unit officer, the dean, the provost, the Faculty Council
9 president, and when appropriate, University EEO Resources.

10
11 The Appeals Board must send its final written recommendation to the provost no later than January 15.
12 The provost must issue a final decision by January 31.

13
14 All review procedures are to be carried out as expeditiously as is reasonably possible, consistent with
15 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
16 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or
17 Fall and Spring semesters— and are to be construed as recommended maximums. However, a failure by
18 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
19 shall result in forfeiture of all review rights.

20
21 **5.1.2.2 Dismissal of Untenured Tenure-Line Faculty During the Term of a Probationary Period**
22 **Contract for Reasons Other than Misconduct**

23
24 *Untenured tenure line faculty have no right of appeal under this section in cases in which they have had a*
25 *hearing under section 4.4.*

26
27 *Grounds for Appeal*

28 An untenured tenure-line faculty member may appeal dismissal during the term of a probationary period
29 contract. The appeal must be based on one or more of the following grounds:

- 30
31 1. The dismissal violated the faculty member's academic freedom.
32
33 2. The process by which the decision to dismiss was made applied inappropriate standards, applied
34 appropriate standards unfairly, or failed to meet reasonable standards of thoroughness.
35
36 3. The dismissal was the result of discriminatory practices prohibited by university policies or
37 applicable federal, state, or local laws.
38

39 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and submit its
40 findings in a report to the faculty member, the dean, and the provost that includes the majority and any
41 minority views. The faculty member will have the option to submit to the provost and dean a written
42 response to the report.
43
44

1 *Final Decision*

2 The final decision on the appeal rests with the provost. The provost must state the grounds for his or her
3 decision in writing to the faculty member and the relevant lower-level academic officers. If the provost
4 affirms the appeal, he or she may determine the appropriate remedy for the matter based on the facts and
5 circumstances presented by the appeal, including but not limited to reinstating the faculty member for the
6 remainder of the contract term. The provost’s decision is final.

7
8 *Calendar for the Appeals Process*

9 Within 10 business days of being informed in writing of the dismissal, the faculty member must state his
10 or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20 business
11 days of submitting the written notice of intent to appeal, the candidate will submit their supporting
12 documentation. Within 10 business days upon receipt of this documentation, the chair will convene the
13 preliminary review by the Appeals Board.

14
15 At this preliminary review, the Appeals Board must establish a clear timeline for this appeal, which it
16 will distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
17 Council president, and when appropriate, University EEO Resources.

18
19 The written recommendation from the Appeals Board must be sent to the provost within 30 business days
20 of the preliminary review. The provost must issue a final decision no later than 10 business days after
21 receipt of the Appeals Board’s written recommendation.

22
23 All review procedures are to be carried out as expeditiously as reasonably possible, consistent with
24 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
25 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or
26 Fall and Spring semesters — and are to be construed as recommended maximums. However, a failure by
27 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
28 shall result in forfeiture of all review rights.

29
30 **5.1.2.3 Denial of Promotion or Tenure**

31
32 *Grounds for Appeal*

33 A faculty member may appeal the decision to deny an application for tenure or promotion. The appeal
34 must be based on one or more of the following grounds:

- 35
- 36 1. The decision violated the faculty member’s academic freedom.
 - 37
 - 38 2. The evaluation of the candidate deviated from procedures in the Faculty Handbook or in college
39 or local academic unit guidelines, and the deviation was material to the final decision.
 - 40
 - 41 3. The decision was the result of discriminatory practices prohibited by university policies or
42 applicable federal, state, or local laws.
 - 43

1 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and submit its
2 findings in a report to the president. The faculty member will have the option to submit to the president a
3 written response to the report.

4
5 *Final Decision*

6 The final decision on the appeal rests with the president. The president must state the grounds for his or
7 her decision in writing to the faculty member, the provost, and the relevant lower-level academic officers.
8 If the president affirms the appeal, he or she may determine the appropriate remedy for the matter based
9 on the facts and circumstances presented by the appeal, including but not limited to awarding tenure or
10 promotion. The president's decision is final.

11
12 *Calendar for the Appeals Process*

13 By June 30, the faculty member must state his or her intent to appeal in writing to the president and the
14 president of Faculty Council. By the first day of fall term of the following academic year, the faculty
15 member must submit the written appeal and all supporting documentation to the Faculty Council
16 President who will then forward it to the Appeals Board.

17
18 By September 30, the Appeals Board must establish a clear timeline for each case, which it will distribute
19 to the faculty member, the local academic unit officer, the dean, the provost, the president, the Faculty
20 Council president, and when appropriate, University EEO Resources.

21
22 The Appeals Board must send its final written recommendation to the president no later than January 15.
23 The president must issue a final decision by January 31.

24
25 All review procedures are to be carried out as expeditiously as is reasonably possible, consistent with
26 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
27 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or
28 Fall and Spring semesters— and are to be construed as recommended maximums. However, a failure by
29 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
30 shall result in forfeiture of all review rights.

31
32 **5.1.2.4 Termination of Tenured Faculty Due to Medical Leave Exceeding Thirty-Six Months**

33
34 *Grounds for Appeal*

35 A tenured faculty member may appeal termination under Chapter 4, Section 4.8. The appeal must be
36 based on one or more of the following grounds:

- 37
38 1. The termination violated the faculty member's academic freedom.
39
40 2. The process by which the decision to terminate was made applied inappropriate standards,
41 applied appropriate standards unfairly, or failed to meet reasonable standards of thoroughness.
42
43 3. The termination was the result of discriminatory practices prohibited by university policies or
44 applicable federal, state, or local laws.

1
2 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and will submit
3 its findings in a report to the faculty member, the provost, and the president that includes the majority and
4 any minority views. The faculty member will have the option to submit to the president, provost and dean
5 a written response to the report.
6

7 *Final Decision*

8 The final decision on the appeal rests with the president. The president must state the grounds for his or
9 her decision in writing to the faculty member and the relevant lower-level academic officers. If the
10 president affirms the appeal, he or she may determine the appropriate remedy for the matter based on the
11 facts and circumstances presented by the appeal. The president's decision is final.
12

13 *Calendar for the Appeals Process*

14 Within 10 business days of being informed in writing of the dismissal, the faculty member must state his
15 or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20 business
16 days of submitting the written notice of intent to appeal, the candidate will submit their supporting
17 documentation. Within 10 business days upon receipt of this documentation, the chair will commence the
18 preliminary review by the Appeals Board.
19

20 At the preliminary review, the Appeals Board must establish a clear timeline for the appeal and
21 distribute it to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
22 Council president, and when appropriate, University EEO Resources.
23

24 The written recommendation from the Appeals Board must be sent to the president within 30 business
25 days of the preliminary review. The president must issue a final decision no later than 10 business days
26 after receipt of the Appeals Board's written recommendation.
27

28 All review procedures are to be carried out as expeditiously as is reasonably possible, consistent with
29 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
30 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or
31 Fall and Spring semesters — and are to be construed as recommended maximums. However, a failure by
32 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
33 shall result in forfeiture of all review rights.
34

35 **5.1.2.5 Termination of Tenured Faculty Due to Financial Exigency**

36 *Grounds for Appeal*

37 A tenured faculty member notified of termination because of financial exigency has a right to appeal. The
38 appeal must be based on one or more of the following grounds:
39
40

- 41 1. The selection of the area and type of retrenchment was not in accordance with the procedures set
42 out in Chapter 4, Section 4.6.
43

- 1 2. The selection of specific faculty appointments to be terminated was not in accordance with the
2 procedures set out in Chapter 4, Section 4.6.
- 3
- 4 3. The dismissal was the result of discriminatory practices prohibited by university policies or
5 applicable federal, state, or local laws.
- 6
- 7 4. The university failed to meet its obligations as specified in Section 4.6.6 of the Faculty
8 Handbook. A unit's vote not to accept the faculty member may be appealed only for failure to
9 satisfy one or more of the criteria listed in section 4.6.6 (1)(a-d).

10

11 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and will submit
12 its findings in a report to the faculty member, the provost, and the president that includes the majority and
13 any minority views. The faculty member will have the option to submit to the president, provost and dean
14 a written response to the report.

15

16 *Final Decision*

17 The final decision on the appeal rests with the president. The president must state the grounds for his or
18 her decision in writing to the faculty member and the relevant lower-level academic officers. If the
19 president affirms the appeal, he or she may determine the appropriate remedy for the matter based on the
20 facts and circumstances presented by the appeal. The president's decision is final.

21

22 *Calendar for the Appeals Process*

23 Within 10 business days of being informed in writing of the dismissal, the faculty member must state his
24 or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20 business
25 days of submitting the written notice of intent to appeal, the candidate will submit his or her supporting
26 documentation. Within 10 business days upon receipt of this documentation, the chair will commence the
27 preliminary review by the Appeals Board.

28

29 At this preliminary review, the Appeals Board must establish a clear timeline for the appeal, which it will
30 distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
31 Council president, and when appropriate, University EEO Resources.

32

33 The written recommendation from the Appeals Board must be sent to the president within 30 business
34 days of the preliminary review. The president must issue a final decision no later than 10 business days
35 after receipt of the Appeals Board's written recommendation.

36

37 All review procedures are to be carried out as expeditiously as reasonably possible, consistent with
38 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
39 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or
40 Fall and Spring semesters — and are to be construed as recommended maximums. However, a failure by
41 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
42 shall result in forfeiture of all review rights.

1 **5.1.2.6 Termination of Tenured Faculty Due to Discontinuance or Substantial Reduction of an**
2 **Academic Unit**

3
4 *Grounds for Appeal*

5 A tenured faculty member notified of termination because of discontinuance or substantial reduction of an
6 academic unit or program has the right to appeal the selection of his or her specific faculty appointment
7 for termination. The appeal must be based on one or more of the following grounds:

- 8 1. The selection of specific faculty appointments to be terminated was not in accordance with the
9 procedures set out in Chapter 4, Section 4.7.
- 10
11 2. The dismissal was the result of discriminatory practices prohibited by university policies or
12 applicable federal, state, or local laws.
- 13
14 3. The university failed to meet its obligations as specified in Section 4.7.6 of the Faculty
15 Handbook. A unit's vote not to accept the faculty member may be appealed only for failure to
16 satisfy one or more of the criteria listed in Section 4.7.6 (1)(a-d).
- 17
18 4. The termination decision violated the faculty member's academic freedom.
- 19

20 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and will submit
21 its findings in a report to the faculty member, the provost, and the president that includes the majority and
22 any minority views. The faculty member will have the option to submit to the president, provost and dean
23 a written response to the report.

24
25 *Final Decision*

26 The final decision on the appeal rests with the president. The president must state the grounds for his or
27 her decision in writing to the faculty member and the relevant lower-level academic officers. If the
28 president affirms the appeal, he or she may determine the appropriate remedy for the matter based on the
29 facts and circumstances presented by the appeal. The president's decision is final.

30
31 *Calendar for the Appeals Process*

32 Within 10 business days of being informed in writing of the termination, the faculty member must state
33 his or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20
34 business days of submitting the written notice of intent to appeal, the candidate will submit supporting
35 documentation. Within 10 business days upon receipt of this documentation, the chair will commence the
36 preliminary review by the Appeals Board.

37
38 At this preliminary review, the Appeals Board must establish a clear timeline for the appeal, which it will
39 distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
40 Council president, and when appropriate, University EEO Resources.

41
42 All review procedures are to be carried out as expeditiously as is reasonably possible, consistent with
43 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
44 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or

1 Fall and Spring semesters — and are to be construed as recommended maximums. However, a failure by
2 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
3 shall result in forfeiture of all review rights.

4 5 **5.1.3 Term Faculty Appeals**

6
7 Term faculty are limited to appeals of: (1) major sanctions during the contract term, and (2) non-
8 reappointment on the grounds of a violation of academic freedom or discrimination in violation of
9 university policies or federal, state, and local laws.

10 11 **5.1.3.1 Major Sanctions within the Contract Period**

12 13 *Grounds for Appeal*

14 The appeal must be based on one or more of the following grounds:

- 15
16 1. The major sanction violated the faculty member's academic freedom.
- 17
18 2. The process by which the major sanction was imposed applied inappropriate standards, applied
19 appropriate standards unfairly, or failed to meet reasonable standards of thoroughness.
- 20
21 3. The imposition of the major sanction was the result of discriminatory practices prohibited by
22 university policies or applicable federal, state, or local laws.

23
24 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and submit its
25 findings in a report to the faculty member, the dean, and the provost that includes the majority and any
26 minority views. The faculty member will have the option to submit to the provost and dean a written
27 response to the report.

28 29 *Final Decision*

30 The final decision on the appeal rests with the provost. The provost must state the grounds for his or her
31 decision in writing to the term faculty member and the dean. If the provost affirms the appeal, he or she
32 may determine the appropriate remedy for the matter based on the facts and circumstances presented by
33 the appeal, including but not limited to reinstating the term faculty member for the remainder of the
34 contract term. The provost's decision is final.

35 36 *Calendar for the Appeals Process*

37 Within 10 business days of being informed in writing of the dismissal, the faculty member must state his
38 or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20 business
39 days of submitting the written notice of intent to appeal, the candidate will submit their supporting
40 documentation. Within 10 business days upon receipt of this documentation, the chair will convene the
41 preliminary review by the Appeals Board.

1 At this preliminary review, the Appeals Board must establish a clear timeline for the appeal, which it will
2 distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
3 Council president, and when appropriate, University EEO Resources.

4
5 The written recommendation from the Appeals Board must be sent to the provost within 30 business days
6 of the preliminary review. The provost must issue a final decision no later than 10 business days after
7 receipt of the Appeals Board's written recommendation.

8
9 All review procedures are to be carried out as expeditiously as reasonably possible, consistent with
10 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
11 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or
12 Fall and Spring semesters — and are to be construed as recommended maximums. However, a failure by
13 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
14 shall result in forfeiture of all review rights.

15 16 **5.1.3.2 Non-Reappointment of Term Faculty**

17 18 *Grounds for Appeal*

19 A term faculty member may appeal the decision not to reappoint him or her. The appeal must be based on
20 one or both of the following grounds:

- 21
22 1. The non-reappointment violated the faculty member's academic freedom.
- 23
24 2. The non-reappointment was the result of discriminatory practices prohibited by university
25 policies or applicable federal, state, or local laws.

26
27 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and submit its
28 findings in a report to the faculty member, the dean, and the provost that includes the majority and any
29 minority views. The faculty member will have the option to submit to the provost and dean a written
30 response to the report.

31 32 *Final Decision*

33 The final decision on the appeal rests with the provost. The provost must state the grounds for his or her
34 decision in writing to the faculty member and the relevant lower-level academic officers. If the provost
35 affirms the appeal, he or she may determine the appropriate remedy for the matter based on the facts and
36 circumstances presented by the appeal, including but not limited to renewing the faculty member's
37 contract. The provost's decision is final.

38 39 *Calendar for the Appeals Process*

40 By June 30, the faculty member must state his or her intent to appeal in writing to the provost and the
41 president of Faculty Council. By the first day of fall term in the following academic year, the faculty
42 member must submit the written appeal and all supporting documentation to the Faculty Council
43 President who will then forward it to the Appeals Board.

1 By September 30, the Appeals Board must establish a clear timeline for the case, which it will distribute
2 to the faculty member, the local academic unit officer, the dean, the provost, the Faculty Council
3 president, and when appropriate, University EEO Resources.
4

5 The Appeals Board must send its final written recommendation to the provost no later than January 15.
6 The provost must issue a final decision by January 31.
7

8 All review procedures are to be carried out as expeditiously as reasonably possible, consistent with
9 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
10 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or
11 Fall and Spring semesters— and are to be construed as recommended maximums. However, a failure by
12 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
13 shall result in forfeiture of all review rights.
14

15 **5.1.4 Adjunct Faculty Appeals** 16

17 Adjunct faculty are limited to appeals of suspension or dismissal during the contract period. The contract
18 period is defined in the adjunct faculty’s letter of appointment and is defined on a course by course basis.
19

20 **5.1.4.1 Suspension or Dismissal During the Contract Period** 21

22 *Grounds for Appeal*

23 The appeal must be based on one or more of the following grounds:
24

- 25 1. The suspension or dismissal violated the faculty member’s academic freedom.
- 26 2. The process by which the suspension or dismissal was imposed applied inappropriate standards,
27 applied appropriate standards unfairly, or failed to meet reasonable standards of thoroughness.
- 28 3. The imposition of the suspension or dismissal was the result of discriminatory practices
29 prohibited by university policies or applicable federal, state, or local laws.
30
31
32

33 As outlined in Section 5.1.1.1, the Appeals Board will included three tenured faculty members. For an
34 adjunct faculty appeal, the Faculty Committee on Appeals will select an adjunct faculty member who will
35 act as a non-voting consultant to the Appeals Board. The role of the consultant will be to provide
36 expertise on issues that uniquely affect adjunct faculty.
37

38 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation. The Appeals
39 Board shall submit its findings in a report to the faculty member, the dean, and the provost that includes
40 the majority and any minority views. The preliminary review will follow the process described in the
41 Faculty Handbook Section 5.1.1.3. The faculty member will have the option to submit to the provost and
42 dean a written response to the report.
43

1 *Final Decision*

2 The final decision on the appeal rests with the provost. The provost must state the grounds for his or her
3 decision in writing to the adjunct faculty member and the dean. If the provost grants the appeal, he or she
4 may determine the appropriate remedy for the matter based on the facts and circumstances presented by
5 the appeal. If the appeal is granted, the adjunct faculty member will be paid the amount due under the
6 original contract appointment. The provost's decision is final.

7 8 *Calendar for the Appeals Process*

9 Due to the timing of adjunct faculty appointments, which frequently occur on a term-by-term basis, an
10 expedited appeals process is necessary.

11
12 Within 5 business days of being informed of the suspension or dismissal, the adjunct faculty member
13 must write to the provost and the president of Faculty Council, stating the adjunct's intent to appeal.
14 Within 10 business days of submitting the written notice of intent to appeal, the adjunct faculty member
15 will submit his or her supporting documentation. Within 5 business days of receipt of this
16 documentation, the chair of the Faculty Committee on Appeals will convene the preliminary review by
17 the Appeals Board.

18
19 The written recommendation from the Appeals Board must be completed and sent to the provost within
20 10 business days of the preliminary review. An allegation of discrimination will follow the timeline used
21 in University EEO Resources. The provost must issue a final decision no later than 5 business days after
22 receipt of the Appeals Board's written recommendation.

23
24 All review procedures are to be carried out as expeditiously and reasonably as possible, consistent with
25 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above are
26 to be construed as maximums.

27
28 A failure by the affected adjunct faculty member to adhere to any time guidelines, except under
29 extraordinary circumstance, shall result in forfeiture of all review rights. A failure by the Appeals Board
30 or provost to adhere to any time guidelines, except under extraordinary circumstances, shall result in the
31 adjunct faculty member being paid the amount due under the original contract appointment.

32 33 **5.1.5 Other Faculty**

34
35 Faculty with special appointments (as defined in 2.3.3) may not appeal reappointment or dismissal during
36 their contract terms.

37 38 **5.2 Grievances**

39
40 Grievance procedures are available to all faculty (including all full-time and adjunct faculty) for issues
41 other than denial of promotion and tenure, dismissal, nonrenewal, and non-reappointment. The grievance
42 must be filed by the individual adversely affected by the decision.

1 Grievances are to be conducted in accordance with the procedures specified below.

2
3 **5.2.1 Definition**

4
5 A grievance is a written complaint concerning a decision made by a person with authority in the
6 university. Grievances are limited strictly to the questioned decision and are open only to the persons
7 directly and adversely affected by that decision. Grievances may not be used to question or change policy.
8 A decision being grieved remains in effect unless the decision is suspended.

9
10 A decision is grievable if it meets all of the three following criteria:

- 11
12 1. It adversely affects the interests of an individual;
13
14 2. The affected individual is being treated differently from other persons of similar circumstances or
15 the decision violates any policy of the university or the relevant academic unit; and
16
17 3. There is insufficient justification for the different treatment or the failure to comply with policy.

18
19 Specifically outside the scope of the grievance process are:

- 20
21 1. University policies.
22
23 2. Policy crafted by a deliberative faculty body.
24
25 3. Allegations of violations of the university's Anti-discrimination and Anti-harassment policy,
26 which are handled by University EEO Resources.

27
28 Persons involved in the grievance process may share information concerning the process and substance of
29 a grievance with other persons having a legitimate need for the information. Wider distribution creates
30 potential risks to fairness and privacy. The grievance process is a key element of the university's shared
31 governance. Deterioration of fairness and privacy, or even the perception of deterioration, would
32 undermine the effectiveness of the university's faculty grievance process.

33
34 A tenured faculty member has the right to a formal grievance hearing after the fact if suspended by the
35 provost without a prior hearing (Chapter 4, Section 4.4).

36
37 **5.2.2 Procedures for Faculty Grievances**

38
39 Prior to initiating a formal grievance, a faculty member should seek to resolve complaints with the
40 individual who made the decision in question.

41
42 A formal grievance must be filed in writing with the faculty member's dean within 60 days after
43 communication of the decision.

1 The grievance procedure has two steps:

2

3 1. Formal administrative grievance process

4

5 2. Faculty Grievance Board process

6

7 Faculty grievances begin with formal administrative process. This must be completed before the faculty
8 member proceeds to the Faculty Grievance Board.

9

10 If a faculty member alleges discrimination at any point in a grievance, the dean or the Grievance Board
11 must refer the grievance to University EEO Resources which, in consultation with the dean (if raised
12 during the formal administrative process) or Grievance Board (if raised during the Grievance Board), will
13 conduct an investigation and submit a report to the dean or Grievance Board in a timely manner.

14

15 **5.2.2.1 Administrative Grievance Process**

16

17 The dean of a college conducts the formal administrative grievance process. If the grievance challenges a
18 decision of the faculty member's dean, the grievance will be heard by another dean selected by the
19 provost with approval of the aggrieved faculty member.

20

21 Throughout the formal administrative grievance process, the burden of proof rests on the faculty member.

22

23 The faculty member must submit to the dean hearing the grievance a written statement explaining:

24

25 1. the precise nature of the grievance

26

27 2. information and evidence supporting the faculty member's position

28

29 3. a description of all informal attempts to resolve the complaint and the reasons why any proposed
30 resolutions identified during the informal procedures were unsatisfactory to the faculty member,
31 and

32

33 4. the remedies that the faculty member would consider satisfactory.

34

35 At the same time, the faculty member will provide a copy to the individual whose decision is being
36 challenged. That individual may submit a written statement to the dean within ten business days of
37 receipt of the faculty member's statement, with a copy to the faculty member.

38

39 The dean hearing the grievance provides a written report to the faculty member and the individual whose
40 decision is being challenged within thirty calendar days after receiving their written statements. In the
41 written report, the dean shall state the decision and what action, if any, is required to implement the
42 decision.

43

1 Either party may appeal the dean’s decision to the provost within ten business days of receiving the
 2 decision. The appeal must be in writing and supported by reasons for not accepting the dean’s decision.
 3 The appealing party must provide the other party with a copy of the appeal to the provost. The provost
 4 may conduct another review and will enter a written decision, within thirty calendar days after receipt of
 5 the appeal. The provost must send the written decision to both parties.
 6

7 **5.2.2.2 Grievance Board Procedures**

8
 9 If the faculty member who filed the grievance is unsatisfied with the provost’s decision, he or she may,
 10 within ten business days of receiving the provost’s decision, refer that decision to the judgment of faculty
 11 peers. The faculty member must submit a written request to the president of the Faculty Council to direct
 12 the Faculty Council Committee on Committees to select three tenured faculty members to serve as a
 13 Grievance Board. For a term or adjunct faculty grievance, the Committee on Committees will select a
 14 corresponding term or adjunct faculty member who will act as a non-voting consultant to the Grievance
 15 Board. The role of the consultant will be to provide expertise on issues that uniquely affect adjunct or
 16 term faculty. Faculty chosen for the Grievance Board may not serve in a grievant’s local academic unit or
 17 have a significant personal relationship with the grievant. In cases brought to a Grievance Board, the
 18 burden of proof rests on the faculty member to establish that the administrative decision was unfair.
 19

20 *Within five business days of the establishment of the Grievance Board, the faculty member must submit to*
 21 *the Grievance Board and the provost a statement indicating the reasons why the decision of the provost is*
 22 *unfair. The provost may submit a response to the faculty member’s statement within an additional five*
 23 *business days. The Grievance Board must request, and the provost must provide, the written record of the*
 24 *formal administrative process. New complaints, new evidence, and other new matters not addressed*
 25 *during the formal administrative process may not be introduced for the first time to the Grievance Board.*
 26

27 *Preliminary Review*

28 Upon receipt of the faculty member’s grievance submission, the chair of the Grievance Board shall
 29 schedule the grievance for a preliminary review by the Grievance Board as soon as practicable. The
 30 Grievance Board has sole and unreviewable discretion whether to schedule the preliminary review
 31 meeting during the spring or summer break or wait until the university is back in regular session.
 32

33 At the preliminary review meeting, the Grievance Board will determine:
 34

- 35 1. whether the grievance is timely;
- 36
- 37 2. whether the matter grieved about is grievable under the procedures;
- 38
- 39 3. whether the formal administrative grievance process has been followed; and
- 40
- 41 4. whether the grievance materials submitted to the Grievance Board, if fully substantiated after
- 42 investigation, could reasonably be found to satisfy the criteria set forth in this chapter.
- 43

1 If the Grievance Board decides by a simple majority that the grievance is not timely, is not grievable, did
2 not follow the formal administrative grievance process, or could not reasonably be found to satisfy the
3 criteria, the Grievance Board will forward its written decision to the provost, with a copy to the faculty
4 member. The decision must state the reasons for not considering the grievance.
5

6 *Investigation and Review*

7 If, after the preliminary review, the Grievance Board determines that the grievance warrants further
8 consideration, the Grievance Board will conduct a review. If, in the opinion of the Grievance Board, the
9 materials already submitted are not sufficient to make a determination, the Grievance Board may request
10 interviews with, or materials from, the faculty member or other individuals named in the grievance. The
11 Grievance Board may take any other reasonable actions that it deems appropriate or helpful to its
12 deliberations.
13

14 The Grievance Board will prepare a written report of its findings and recommendation, including the
15 majority and any minority views. The Grievance Board will forward the report to the president, with
16 copies provided to the faculty member and the provost.
17

18 If a tenured faculty member has grieved over a sanction imposed on him or her and if the Grievance
19 Board declines to affirm the grievance, the faculty member may ask the president to make a final
20 determination. Otherwise, the decision of the Grievance Board is final.
21

22 If implementing the decision of the Grievance Board requires financial resources beyond what is usually
23 and customarily allocated to similarly situated faculty, the Grievance Board shall seek the approval of the
24 provost. If the provost does not approve the expenditure on the ground that sufficient resources are not
25 immediately available, the provost must provide in writing a reasonable timeline for implementing the
26 Grievance Board's decision or seek mutually agreed upon alternative ways to address the inequity or
27 remedy the unfair decision against the grievant.
28

29 **5.3 Right to Review Personnel Records**

30
31 Illinois law governs the right of employees to review their own personnel records. University policy
32 establishes the process for requesting such records.

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1 **CHAPTER 6. FACULTY RIGHTS AND RESPONSIBILITIES**

2
3 DePaul University generally follows AAUP guidelines, except in instances where a policy is otherwise
4 defined in this Handbook.

5 6 **6.1 Academic Freedom**

7
8 DePaul accords academic freedom a prominent position as an integral part of the university's scholarly
9 and religious heritage. The university attempts to create an environment in which persons engaged in
10 learning and research exercise this freedom and respect it in others as contributing to the God-given
11 dignity of individual persons and enhancing the academic process. University precept and tradition
12 protect this freedom from infringement. Not only the faculty but also students and other members of the
13 university community enjoy this freedom as they participate in the various forms of open inquiry and
14 debate, as for example, classroom presentation and discussion, research and publication, public statements
15 made as a citizen in one's own name, and other forms of creative expression.

16
17 DePaul University is guided by the AAUP 1940 Statement of Principles on Academic Freedom and
18 Tenure (with 1970 Interpretive Comments). However, the university expressly reserves the right to
19 amend, alter, modify, and delete the same with the assent of the Faculty Council.

20 21 **6.2 Diversity Guidelines**

22
23 DePaul University has a long-standing commitment to ethnic and cultural diversity of its faculty, staff,
24 and student body. As a university with a strong Catholic and Vincentian heritage, this commitment is
25 particularly integral to our mission. It is also recognized that a multicultural experience is an essential part
26 of DePaul.

27
28 Consistent with the Catholic and Vincentian heritage, DePaul University is committed to preserving an
29 environment that respects the personal rights and dignity of each member of the community. Therefore,
30 DePaul University does not tolerate harassment or discrimination, as, for example, set forth in the Anti-
31 Discrimination and Anti-Harassment Policy and Procedures.

32 33 **6.3 Academic Support**

34 35 **6.3.1 *Faculty Development and Research***

36
37 Since the university's mission statement places "highest priority on programs of instruction and learning."
38 To further this objective, university sponsors a variety of professional development programs and awards
39 recognizing outstanding achievement in teaching, scholarship, and/or creative activities, and service.
40 Development opportunities and awards include, among others:

- 41
- 42 • Paid faculty leaves
- 43 • University Excellence in Teaching Award

- 1 • Spirit of Inquiry Award
- 2 • Competitive instructional grants
- 3 • Summer stipends
- 4 • Departmental initiative grants
- 5 • Competitive research grants
- 6 • Research conference program.

7
8 The Office of Faculty Development & Research seeks to fulfill the university's commitment to academic
9 excellence by developing teacher/scholars at all academic career levels. The Office has responsibility for
10 programs, resources, and guidelines that support development, promotion, and retention of talented and
11 diverse faculty. Through the Office of Faculty Development & Research, the provost provides internal
12 grants to support faculty development initiatives and sponsors awards to recognize outstanding faculty
13 achievements.

14
15 The Office of Faculty Development and Research provides university-wide support for faculty
16 development through the Quality of Instruction Council (QIC), the University Research Council (URC),
17 and the Public Service Council (PSC). The Associate Vice President for the Office of Faculty
18 Development and Research chairs the three councils, which are composed of faculty and academic
19 administrators.

20
21 The Office also sponsors other opportunities, including new faculty orientation, tenure and paid-leave
22 workshops, and select international faculty language immersion programs. All programs are intentionally
23 competitive in nature to ensure the best use of available funds and to encourage the development of
24 proposal-writing skills. Applications regularly exceed available funding, and applicants are encouraged
25 to submit well-crafted projects that advance their scholarly objectives.

26
27 Faculty grants, awards, stipends, and leaves are peer reviewed by one of three academic councils. The
28 Associate Vice President for Faculty Development & Research chairs all three academic
29 councils. Council members are appointed by Faculty Council. The University Research Council (URC)
30 reviews and awards research grants, leaves, and the Spirit of Inquiry Awards. The Quality of Instruction
31 Council (QIC) reviews and awards instructional grants and leaves and the Excellence in Teaching
32 Awards. The Public Service Council (PSC) reviews and awards instructional and research grants related
33 to service learning courses and university-community research projects. The PSC also reviews
34 Excellence in Public Service Awards.

35
36 A more complete listing of professional development initiatives and guidelines can be found at the Office
37 of Faculty Development and Research.

38 39 **6.3.2 Memberships**

40
41 Although professional membership fees are the responsibility of individual faculty, the university may
42 reimburse individual a full-time faculty member up to \$50.00 per membership for up to three professional
43 organizations per year, provided that the faculty member pays the first \$25 of each fee. The university
44 does not pay for memberships in private clubs except with the president's approval.

6.3.3 *Travel Expenses*

The university provides each academic unit with a travel budget to support faculty participation in meetings of learned societies. Top priority for travel support belongs to the faculty member who presents a paper, serves on a panel, acts as an officer of the society, represents the university (on the authority or request of the chair or dean) in recruiting faculty, or serves in another official capacity. Travel support is provided only from travel funds within the budget of the academic unit and upon approval of the chair or dean, who is responsible for distributing travel funds among the faculty who travel in an official role. Depending on the amount of money available in the travel budget and the demands for these funds, the faculty members may receive partial or no support.

Travel compensation may be given for national or regional meetings. For meetings in the metropolitan Chicago area, support is limited to incidentals such as registration fees. In all instances, the university reimburses actual expenses for allowable items.

Faculty who attend meetings without taking one of the active roles listed above are usually expected to cover their own expenses. However, if travel funds remain in the budget, the chair or dean may approve support for not more than half of the travel expenses. Faculty members are encouraged to plan travel as far in advance as possible and to keep chairs and deans advised to these plans before budgets are prepared. For specific procedures, forms and guidelines, see the Office of Financial Affairs.

6.4 *Faculty Responsibilities*

Membership in the academic profession, in professional societies and associations of higher education, and in DePaul University entails special responsibilities. The more important of these responsibilities are summarized here as a code of professional ethics. They are subject to amendment from time to time through appropriate university action. Failure to comply with these responsibilities renders a faculty member liable to appropriate sanction within the procedural safeguards and provision for peer judgment.

6.4.1 *Members of the Academic Profession*

As a member of the academic profession, the faculty member has these obligations:

1. To seek truth; to improve scholarly competencies for this purpose; to engage in productive scholarship, research or other creative activities; and to uphold the scholarly standards of one's academic discipline.
2. To practice intellectual honesty; to acknowledge academic debts to others; and to exercise impartiality in passing professional judgments on colleagues.
3. To respect the rights of other persons to hold and express different intellectual positions; and to protect the rights, well-being, and privacy of persons involved in scientific inquiry.
4. To be accurate in making public statements in one's own name and to be mindful that in making such statements the public may judge the faculty member's profession and institution from these statements.

1 **6.4.2 *Members of DePaul University***
2

3 As members of DePaul University, the faculty member has these obligations:
4

- 5 1. To respect the religious character of the university and the religious beliefs of persons affiliated
6 with the university.
- 7 2. To adhere to non-discriminatory norms in [interacting with other university personnel].
- 8 3. To preserve confidentiality in personnel and administrative deliberations when confidentiality is
9 explicitly required.
- 10 4. To avoid unauthorized use of university resources or facilities for personal, commercial, or
11 political purposes.
- 12 5. To assume a fair share of faculty responsibilities for university governance and to accept and
13 fulfill committee appointments and other responsibilities associated with faculty status.
- 14 6. To comply with duly approved regulations and procedures.
- 15 7. To attend general university commencements and convocations.
16

17 **6.4.3 *Teacher of Students***
18

19 As a teacher, a faculty member has these obligations:
20

- 21 1. To present to students subject matter compatible with course descriptions appearing in official
22 university bulletins and catalogues; to avoid significant intrusion of material unrelated to the
23 course; and to meet classes and hold examinations as scheduled.
- 24 2. To evaluate students only on the basis of academic performance and to evaluate their work
25 without undue or unexcused delay.
- 26 3. To hold office hours, to be available to students enrolled in the faculty member's courses, and to
27 serve as a faculty advisor to other students according to the policies of the academic unit.
- 28 4. To avoid any exploitation of students for personal advantage or any coercion of the judgment or
29 conscience of students.
30

31 **6.4.4 *Academic Administrators***
32

33 A member of the faculty who holds an administrative position has these obligations:
34

- 35 1. To establish adequate means of communication for matters that materially affect the members of
36 the particular academic unit and to be reasonably available for the faculty and staff of the unit.
- 37 2. To provide opportunity for joint planning and effort where appropriate and to set up and apply the
38 structures necessary for joint action.
- 39 3. To make personnel decisions impartially; to give responses as soon as circumstances allow; and
40 to give reasons for refusing a request if asked to do so by the person refused unless the disclosure
41 of the reason would breach confidentiality.
- 42 4. To remain current with developments in higher education related to the sphere of the particular
43 administrative position.
44

6.5 Instructional Responsibilities

At times it is important for faculty to convey messages to students through announcements made in class. Instructors' cooperation in making these announcements is appreciated.

6.5.1 Class Attendance

Instructors are expected to take attendance during the first week of class and again after receipt of an "update" roster (approximately the fifth week of class). This helps academic officers to identify and correct errors before grade sheets are printed. Individual faculty have the prerogative to establish course attendance guidelines. These should be stated in the course syllabus.

6.5.2 Class Cancellation

It is imperative that instructors meet classes for each scheduled class. In the event that an instructor is unable to attend a class because of illness or unplanned absence, he/she must inform the local academic unit officer at the first opportunity. The local academic unit officer will then make arrangements to provide continued student learning during the instructor's absence.

6.5.3 Inability to Meet a Class/Substitute Teaching

A faculty member who is unable to meet a class is responsible for seeing that students are not thereby deprived of learning opportunities. This responsibility may be met by scheduling the necessary number of make-up classes at a time convenient to the students, requesting the assignment of a substitute instructor, or making other appropriate arrangements. In all instances of absence, the faculty member must inform the local academic unit officer of the facts regarding the absence, the reasons for it, and the measures taken to provide the students with the requisite learning experiences. The local academic unit officer may require the faculty member to provide this information in writing.

If a class is to be cancelled, the instructor shall inform the students beforehand, if at all possible. When the students have not been informed, the local academic unit officer will attempt to let the students know that the class has been cancelled, particularly an evening class attended predominantly by part-time students.

6.5.4 Class Hours

It is essential that students have a minimum of three hours of contact time per week with their instructor in each four quarter hour course. Faculty members are expected to conduct class for the full period and to begin and end at scheduled times.

6.5.5 Syllabus Requirements

All faculty are required to prepare written course syllabi for each course they teach at DePaul. At a minimum, syllabi should contain the following information:

- 1
- 2 1. A rationale for the course stated in the context of the aims of the local academic unit;
- 3 2. A statement on the types of instruction (i.e., lecture; lecture-discussion; lab; etc.);
- 4 3. Specific materials required for the course (books, pamphlets, library materials, etc.);
- 5 4. Proposed major and minor topics to be covered in the course;
- 6 5. Specific required readings, and written and oral assignments (inclusion of tentative dates for such
- 7 assignments is desirable);
- 8 6. Specific descriptions of the criteria and methods to be used by the instructor in evaluating
- 9 students' academic performance, such as the nature of quizzes and examinations;
- 10 7. Statement on plagiarism; and,
- 11 8. Instructor's office number and office hours for the term in which the course is being offered.
- 12

13 Each faculty member must, by the first class session, make available to each student a copy of the
14 syllabus that satisfies the guidelines outlined above. A copy must be submitted to the college or school.

15 16 **6.5.6 Course Examinations**

17
18 In all courses at the midpoint of the quarter, students will be informed of their achievement to date.
19 Normally courses conclude with a final examination. To provide additional flexibility for faculty
20 members, a formal mid-term or final examination is not required if the instructor has other comparable
21 ways of evaluating student achievement.

22 23 **6.5.7 Time for Submitting Final Grades**

24
25 As a matter of administrative policy, all final grades are to be submitted within five business days of the
26 last examination in all academic units of the university, except for the College of Law, which follows a
27 different calendar.

28 29 **6.6 Workload**

30 31 **6.6.1 Faculty Assignments**

32
33 Formal assignments comprise only part of a faculty member's academic life. As professionals, faculty
34 members are expected to engage in many activities that are not official duties, particularly those that
35 contribute to the good of the public and the university, their academic discipline, and their own
36 professional development.

37 38 **6.6.2 Responsibility for Assignments**

39
40 The local academic unit officer makes faculty assignments, subject to approval by the dean.

1 **6.6.3 Teaching**

3 **6.6.3.1 Full-time and Part-time Faculty**

5 The primary function of DePaul University is instruction; hence, teaching constitutes the majority of
6 faculty assignments. The normal teaching load is nine full courses per academic year, usually three per
7 quarter. Exceptions may arise if, for example, the established policy of a given academic unit or a
8 particular faculty contract specifies the contrary. This load may be reduced if particular faculty courses
9 place especially extensive demands on faculty time or if faculty members receive formal assignment in
10 other functions. Only in exceptional instances is a faculty member asked to teach more than a normal
11 load. In such instances, the faculty member receives additional compensation not less than the salary paid
12 to a part-time faculty member for teaching a comparable course.

14 A teaching assignment may include student advisement, which requires that faculty members keep a
15 sufficient number of regularly scheduled office hours at times that are of mutual convenience and
16 appropriate for the needs of the students. A teaching assignment also entails services normally associated
17 with faculty status and responsibilities. Supervision of independent study is entirely voluntary and is not
18 calculated as part of the teaching load. Faculty receive no pay for supervising independent study.
19 However, supervision of independent study is considered as an element of faculty performance in
20 evaluations for salary adjustment, contract renewal, and tenure or promotion.

22 Faculty assignments to off-campus instruction generally are incorporated into the regular teaching load,
23 warranting no additional compensation. Part-time faculty may be assigned to off-campus instruction on
24 the same basis as on-campus assignments.

26 **6.6.3.2 Administrators**

28 Administrators may have teaching assignments; however, they normally are not entitled to additional
29 compensation for teaching. Administrators or staff personnel whose responsibilities do not include
30 teaching, and who almost invariably do not have faculty status, may, in special instances, be assigned to
31 teach a course. This teaching assignment is normally considered an integral part of the person's
32 responsibilities for which the university provides no additional compensation.

34 Should another higher education institution invite an administrator to teach a course, he or she would be
35 under the same restrictions applicable to faculty teaching outside the university.

37 Administrative personnel who have faculty status may receive a teaching assignment during the summer
38 session. As the university considers the assignment to replace some administrative functions during this
39 period, the administrator is not entitled to additional compensation.

41 **6.6.3.3 Graduate Assistants and Fellows**

43 Assignment of full responsibility of teaching a course is limited to persons who have full-time or part-
44 time faculty appointments in the university. In exceptional cases a graduate assistant may be given such

1 an assignment if the graduate assistant is in a doctoral program and has already successfully completed
2 the Master's degree or its equivalent.

3 **6.6.3.4 Summer Session Assignments**

4
5 Faculty members with 10-month contracts may accept or decline courses offered to them during the
6 summer.

7 8 **6.6.4 Activities Outside the University**

9
10 Faculty members are encouraged to pursue activities outside the university that contribute to DePaul's
11 mission, including social, civic, and religious activities, and service to one's professions and professional
12 associations. However, because a full-time faculty appointment implies a full commitment to DePaul
13 University, outside activities must conform to the following limits:

- 14
15 1. They must not interfere with the faculty member's commitment to the full academic life of the
16 university, including teaching, research, student advisement, governance, and related
17 responsibilities.
- 18 2. During the regular academic year, the faculty member must give precedence to university
19 responsibilities.
- 20 3. Two additional limits apply to outside activities for which the faculty member receives
21 remuneration:
 - 22 • They must be professional activities that contribute to the professional development of the
23 faculty member or provide expertise to the community; and
 - 24 • Over the course of a year, they must not exceed the equivalent of one day per work week.
- 25 4. The faculty member will arrange privately for whatever support services his or her outside
26 activities may require. Only with prior approval of the dean may a faculty member enlist the
27 services of university personnel or employ university supplies and equipment for outside
28 activities.
- 29 5. Each January, faculty members must submit an annual report on their work-related activities with
30 any outside firm, agency, or institution if they (i) serve on a continuing basis as a consultant or in
31 a similar role; (ii) are continuing members or officers of the outside entity, or (iii) normally
32 provide services for the outside entity at least once a week, even if for less than a full day. The
33 report goes to the dean, with a copy to the local academic unit officer in colleges organized into
34 departments.
- 35 6. The faculty member is primarily responsible for determining whether outside activities are
36 compatible with the responsibilities of a faculty member. Nevertheless, the dean must ultimately
37 decide whether a faculty member's outside activities conform to the limits enumerated above.
38 Deans may place specific restrictions on outside activities in order to satisfy policy requirements.
- 39 7. Teaching at another higher education institution while under contract at DePaul is permitted only
40 in those specific instances for which the dean has given written approval.
- 41 8. Material violation of this policy is considered a violation of the faculty contract and could be
42 cause for abrogation of contract and termination of tenure in accordance with the policies and
43 procedures in Chapter 4.
- 44

1 **6.7 Leaves of Absence**
2

3 Leaves of absence may be granted for advanced study and research, a temporary position elsewhere
4 compatible with one held at DePaul, medical need or disability in accordance with university policy, or
5 personal reasons. The duration of a leave may be a full academic year or one or more terms. Only in
6 exceptional cases will a leave be granted for more than one year.
7

8 Non-medical leaves are generally granted without salary. For other types of leave, the salary is reduced
9 by one-third for each quarter of leave; for faculty of the College of Law, salary is reduced by one-half for
10 each semester of leave.
11

12 University sponsored paid leaves are available through the Quality of Instruction Council and the
13 University Research Council. These types of leaves have their own unique policies and procedures. For
14 further details, please see the guidelines and applications forms for the Quality of Instruction Council and
15 University Research Council.
16

17 A request for a full year of leave should be submitted in writing on or before January 15 of the preceding
18 academic year. A request for leave for an academic term should be submitted in writing no later than the
19 beginning of the term preceding the one for which leave is sought.
20

21 The local academic unit officer, the college dean, and the provost must approve a leave. They consider,
22 among other factors, the effect of the faculty member's absence on the department or college and the
23 possibility of finding a qualified replacement on a temporary basis. In granting leaves, the university
24 accords priority to projects that will contribute to the faculty member's professional development and to
25 projects for which the faculty member has obtained funding from external sources. The university does
26 not normally grant simultaneous leaves to more than one faculty member of an academic unit.
27

28 University policies and procedures on renewal and termination apply to faculty on leave.
29

30 Information regarding the continuation of employee benefits during a leave is available in the Office of
31 Human Resources and should be confirmed prior to the start of the leave.
32

33 If a college or department sponsors a separate leave program, a faculty member can obtain details through
34 the college or departmental office.
35

36 **6.8 Salaries**
37

38 The university makes decisions regarding salary in accordance with its budget guidelines. Normally,
39 salary decisions result in a merit increase and, when budgets permit, may include increases for such things
40 as equity and market adjustments. The salary recommendation is made by the college dean.
41

42 Full-time faculty are paid on a biweekly basis in twenty-six payments per fiscal year. Part-time faculty are
43 paid biweekly during each quarter in which they are teaching (usually five pay periods per quarter).

1 During summer sessions, faculty are paid in two or three equal payments per summer session. The Payroll
2 Department determines payroll dates.

4 **6.9 Academic Policies**

6 In fulfillment of its governance role as defined in section 1.2.1 of the Faculty Handbook: Primary
7 Responsibilities of the Faculty, Faculty Council has its own proper guidelines to govern the creation of
8 academic policies, leading to approval of proposed policies and policy revisions by the President.

10 After approval of policies and procedures that fall within Faculty Council's areas of responsibility, the
11 documents should be integrated into the university's online policy and procedures manual. While the
12 President and the Board of Trustees have authority to reverse faculty decisions that fall within areas of
13 primary faculty responsibility, the university expects that they would do so only in exceptional
14 circumstances and would communicate the reasons to the faculty.

16 **6.10 Establishing a New University Policy**

18 Except with respect to the establishment of academic policies under Faculty Council authority, the Office
19 of the Secretary coordinates the establishment, archiving, revision, approval, and publication of all
20 university policies and procedures.

22 Details on academic policy and process appear on the University Policies and Procedures web site.