

1 **CHAPTER 1. FACULTY GOVERNANCE AND PARTICIPATION IN**
2 **GOVERNANCE**
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1 **CHAPTER 1. FACULTY GOVERNANCE AND PARTICIPATION IN**
2 **GOVERNANCE**

3
4 **1.1 Principles of Governance**
5

6 Within general university norms and specific regulations of the Board of Trustees and the university
7 President, faculty members participate in governance on an institution-wide basis and in the particular
8 academic units with which they are affiliated.
9

10 Faculty initiative and participation in governance are a vital part of academic life. Moreover, the general
11 well-being of the university is dependent on the time and talents the faculty contribute in the roles of
12 decision makers and consultants.
13

14 Faculty participate in all areas of university governance. They have primary responsibilities over
15 academic and scholarly activities, faculty personnel matters, and education interests and policies. They
16 have participatory or advisory responsibilities in other areas.
17

18 Full-time faculty members who are not on special appointment are expected to participate in governance
19 as a normal faculty obligation. Consequently, only for sufficiently serious reasons may they refuse
20 appointments or active service on various committees or in their departments. Part-time faculty members
21 and full-time faculty members on special appointment may be invited to participate in certain governance
22 processes to the extent that their time and other responsibilities permit.
23

24 As a general rule, full-time faculty members are entitled to participate and vote in decisions made in the
25 academic departments, schools, and colleges with which they are affiliated. Some matters before a
26 department, school, or college such as promotion and tenure, may be restricted to the deliberation of a
27 limited number of faculty.
28

29 **1.2 Governance Structure**
30

31 The faculty of DePaul University shall bear its share of responsibility of shared governance according to
32 the following principles.
33

- 34 1. DePaul University is a community sharing a common interest in the welfare of the institution.
- 35 2. DePaul is a university community which has adopted this country's tradition of collegial
36 governance. The university's own philosophy encourages faculty and staff to be concerned with
37 university-wide issues, to prevent barriers from separating different divisions of the university,
38 and otherwise to work for a type of unity that the term "community" implies.
- 39 3. As a corporation, the university has a formal structure of governance described principally by its
40 Charter and Bylaws. The latter document assigns certain responsibilities and authority to the
41 Board of Trustees and to particular officers of the university, but it assumes that much of the
42 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 The Faculty Council has been established to ensure full and equal participation of faculty in university
21 governance.

22 23 ***1.2.1 Primary Responsibilities of the Faculty***

24
25 The faculty is vested with primary governance responsibility of academic and scholarly activities and
26 faculty personnel matters within the university, including the following:

- 27
28 1. Curriculum matters, including establishment, dissolution, and substantial changes of degree
29 programs; and reorganization of the general university academic structure.
- 30 2. Academic freedom, including rights and responsibilities.
- 31 3. Standards and procedures concerning faculty promotion, tenure, appointments, retention, and
32 performance.
- 33 4. Adjudication of grievance and disputes in all matters involving a faculty member or members.
- 34 5. Standards and procedures concerning instruction.
- 35 6. Regulations regarding attendance, examinations, grading, scholastic standing, honors, and general
36 admission and graduation standards.
- 37 7. Matters pertaining to research, and to scholarly and creative activities.
- 38 8. Academic principles underlying the academic calendar.
- 39 9. In general, any educational interests and policies.

40 41 ***1.2.2 Participatory Responsibilities***

42
43 The faculty will advise or otherwise participate regularly with the administration and other appropriate
44 bodies in university matters including the following:

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

14 **1.3 The Faculty Council and Its Delegated Authority**

- 15

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

- 20

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

- 25

26 ***1.3.1 Members of the Faculty Council***

- 27

28 All colleges shall have representation on Faculty Council. The overall size of Faculty Council, the
29 number of seats for members and alternates, and the distribution of those seats by college shall be
30 determined by Faculty Council according to its bylaws.

- 31

32 Members shall be elected by the full-time faculty of the various colleges and schools respectively. The
33 term for a regularly elected member of Faculty Council shall be from September 1st of the calendar year
34 in which he or she is elected until August 31st of the calendar year in which his or her term expires. Each
35 calendar year, unit elections for the regular seats and alternate seats held by members whose terms expire
36 in that year shall take place on or after April 1st and by a date that will allow the results to be reported to
37 the chair of the Committee on Committees for presentation at the June meeting of the Council. Members
38 elected at that time shall begin their terms on September 1st of that year.

- 39

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

- 44

1 Alternate members shall hold office for one-year terms. In the event of an anticipated absence of a
2 council member from a Council meeting, the council member shall designate an alternate to participate in
3 his/her stead with full rights of a Council member.
4

5 The Faculty Council Committee on Committees shall review the composition of Faculty Council
6 membership by February 29th of every leap year and make a recommendation to Faculty Council during
7 the subsequent March meeting to maintain or adjust the composition of membership to take effect for the
8 coming academic year.
9

10 ***1.3.2 Officers of the Faculty Council***

11

12 The Council shall elect a president as presiding officer, a vice president, and a secretary from among its
13 elected members. These officers may be from any school or college. An additional officer shall be the
14 chair of the Committee on Committees, who shall be elected from among the COC members themselves,
15 subject to the approval of Council.
16

17 The Council president shall represent Council in university business that Council deems appropriate. She
18 or he shall call the monthly meetings of Council, preside over Faculty Council Executive Committee
19 meetings, and otherwise organize the business of Council in consultation with the other officers. The
20 Council president does not vote on Council resolutions except to break a tie vote or to create a tie vote. In
21 the case of secret ballot, the president may vote on all matters on the secret ballot.
22

23 The vice president shall represent Council in university business deemed appropriate or in instances in
24 which the president is unable to attend. The vice president shall be the working liaison between Council
25 and specific standing committees as designated by the president and shall organize the Faculty Council
26 Executive Committee meetings.
27

28 The secretary shall keep the minutes at the Council meetings, monitor the website, maintain the archival
29 records of Council, and report findings or decisions of Council to the appropriate administrative bodies
30 for action.
31

32 The chair of the Committee on Committees shall organize the appointment of faculty (subject to
33 Council's approval) to all faculty slots on university and Council committees. She or he shall maintain
34 the records of current and previous faculty appointments, oversee the process of Council elections in the
35 various colleges, and perform other organizational duties as designated by the president and the Faculty
36 Council Executive Committee.
37

38 The duties of Faculty Council officers are further specified in Faculty Council's bylaws.
39

40 The president, vice president and secretary of the Council shall be elected at each June meeting. It is not
41 precluded, but it is also not an assumption, that the vice president will necessarily succeed the president.
42 Terms for all officers are one year, subject to re-election. The president and vice president must
43 collectively represent at least two (2) colleges or schools. Should any officer be unable to fulfill her or his

1 term, the Committee on Committees shall determine by next Council meeting a proper process for
2 succession.

3
4 **1.3.3 Meetings of the Council**

5
6 The Council shall generally meet on the first Wednesday of each month during the academic year
7 (September through June, inclusively), and as needed at the call of the president of the university, the
8 provost, the Faculty Council president, or at the call of the majority of the Council members. Minutes of
9 each meeting shall be posted promptly on the FC website by the Council secretary.

10
11 At least five days before every meeting, the Council secretary shall send to Council members notice of the
12 forthcoming Council meeting, together with documents pertaining to the agenda of the meeting, including
13 the text of any proposed legislation.

14
15 **1.3.4 Notice to the Faculty of Council Meetings**

16
17 The Council secretary shall post to Council's website and send notice and agenda of each meeting of the
18 Council to all faculty members, together with documents pertaining to the agenda of the meeting,
19 including the text of any proposed legislation.

20
21 **1.3.5 Conduct of Meetings**

22
23 The presence of 50% or more of the voting eligible members of the Faculty Council shall constitute a
24 quorum of the Council.

25
26 Decisions are to be made by majority vote of the Council members present, provided that the votes in
27 favor of a resolution shall number more than one-third of the voting eligible members.

28
29 All faculty members may attend meetings of the Council, excluding executive sessions. Chairs of
30 committees of the Faculty Council may offer motions and speak on behalf of their committees.

31
32 The Council may, by decision of the president or a majority of the Council members present, permit other
33 persons not on the Council to speak on agenda items.

34
35 An executive session may be called by the president of the Faculty Council at his/her discretion, which
36 may be overruled by a majority of the Faculty Council members present. Sessions dealing with matters
37 involving the right to privacy of individuals normally shall be executive sessions. Executive sessions
38 may be used for obtaining information and for deliberation; but final policy decisions shall be made in
39 open Faculty Council meetings.

40
41 **1.3.6 Communication of Decisions**

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

3
4 In the event the president of the university (or the provost as designee) disapproves any Faculty Council
5 decision or recommendation, the president (or provost as designee) shall communicate the reasons to the
6 Faculty Council.

7
8 **1.3.7 Responsibility to the Faculty**

9
10 The Council secretary shall regularly send a summary of Council's actions to the provost and post to
11 Council's website all records of actions and responses from the university president (or provost as
12 designee).

13
14 At the request of a majority of voting members present at a Faculty Council meeting, but no fewer than
15 one-third of Council's total voting membership, any matter must be submitted to the faculty for
16 consideration. The Council shall establish the manner by which the faculty shall vote by mail, electronic
17 ballot or otherwise on any such matter. A vote by the majority of the full-time faculty members of the
18 university shall be binding on the Faculty Council.

19
20 **1.3.8 Conduct of Meetings of the Council of the Whole**

21
22 Twenty-five (25) percent of full-time faculty members shall constitute a quorum of the Council of the
23 Whole. Meetings of the Council of the Whole shall be chaired by the president of the Faculty Council.
24 Decisions of the Council of the Whole shall be made by a majority of the full-time faculty members
25 present, subject to ratification by a vote of the majority of all full-time faculty members in a special mail
26 or electronic ballot.

27
28 **1.4 Committees of the Faculty Council**

29
30 The Faculty Council is empowered to establish committees of the Faculty Council. The Faculty Council
31 appoints the members of the Committee on Committees from among the members of Faculty Council.

32
33 Membership on other Faculty Council committees is not limited to Faculty Council members. The
34 Faculty Council shall prescribe the terms of office for members of all committees. In the case of standing
35 committees, the terms of office shall normally be staggered to permit a reasonable degree of continuity.

36
37 The Faculty Council shall prescribe the duration of any ad hoc committees. Any standing or ad hoc
38 committee which fails to meet or does not otherwise act or file a report for a period of one year shall be
39 discontinued automatically.

40
41 Each committee of the Faculty Council shall select its own chair. With the approval of the Committee on
42 Committees, each committee may appoint subcommittees from its own members or from among other
43 members of the full time and part time faculty and such members of the administration, staff, and students
44 as shall be helpful in its deliberations.

1
2 The standing rules and operating procedures for Faculty Council committees and subcommittees are
3 further specified in Council's bylaws.
4

5 ***1.4.1 General Duties of Committees***

6
7 Committees shall recommend to the Faculty Council new policies and changes in policies in their areas of
8 responsibility.
9

10 They shall receive and consider proposals in their areas of responsibility from the Faculty Council, the
11 administration, Student Government Association, staff, and other relevant sources. Committees shall
12 present their recommendations to the Faculty Council. In their deliberations, committees and
13 subcommittees shall seek advice, information, or materials from other members of the university
14 community.
15

16 They shall review annually sections of the Faculty Handbook pertaining to their areas of concern and
17 make recommendations for revision.
18

19 They shall meet frequently and maintain liaison with appropriate committees and groups established by
20 the academic units, the Student Government Association, the Staff Council, and other university
21 constituencies.
22

23 ***1.4.2 Standing Committees of the Faculty Council***

24
25 Currently the Faculty Council has fifteen (15) standing committees. Committee charges are detailed in
26 Council's bylaws:
27

- 28 • Committee on Academic Policy (CAP)
- 29 • Committee on Committees (COC)
- 30 • Committee on Contingent Faculty (CCF)
- 31 • Committee on Online Learning (COOL)
- 32 • Committee on Curriculum and Programs (CCP)
- 33 • Committee on Learning and Teaching (COLT)
- 34 • Committee on Research Policy (CORP)
- 35 • Committee on the Status of Faculty (SOF)
- 36 • Faculty Committee on Appeals (FCA)
- 37 • Faculty Council Budget Committee (FCBC)
- 38 • Faculty Council Executive Committee (FCEC)
- 39 • Faculty Council Handbook Committee (FCHC)
- 40 • Liberal Studies Council (LSC)
- 41 • Physical Environment Committee (PEC)
- 42 • Promotion and Tenure Policy Committee (PTPC)

43

1 ***1.4.3 University Committees with Faculty Representation***

2
3 University committees dealing with matters in which the faculty have governance responsibility or
4 interest shall have faculty representation. Faculty representatives on such committees shall be responsive
5 to the Faculty Council to the extent appropriate.
6

7 To the extent that any boards or committees not under the auspices of the Faculty Council address areas
8 of primary faculty responsibility and report directly to the university president or other university officers,
9 those boards or committees shall be subject to the policies of the Faculty Council and to review by the
10 Faculty Council.
11

12 Faculty are represented on the following university committees and boards:
13

- 14 • 403(b) Investment and Plan Administrative Committee
- 15 • Academic Advising Award Committee
- 16 • Academic Affairs Committee - Board of Trustees
- 17 • Academic Integrity Board
- 18 • Academic Integrity Student Consultants
- 19 • Academic Program Review Committee
- 20 • All University Judicial Board
- 21 • Campus Recreation Advisory Committee
- 22 • Campus Violence Prevention Committee
- 23 • Committee on Conflict of Interest in Sponsored Programs
- 24 • Comprehensive Internationalization Committee
- 25 • Continuing and Professional Education
- 26 • Faculty Grievance and Appeals Panel
- 27 • Fair Business Practices Committee
- 28 • Grade Challenge Review Board
- 29 • Institutional Biosafety Committee (IBC)
- 30 • Issues Review Board (for staff grievances)
- 31 • Library Review Board
- 32 • Public Service Council
- 33 • Quality of Instruction Council
- 34 • Strategic Resource Allocation Committee
- 35 • Student Activity Fee Board
- 36 • Student Welfare Taskforce
- 37 • Teaching Learning and Technology Committee
- 38 • Tuition Pricing Committee
- 39 • University Athletic Board
- 40 • University Benefits and Compensation Committee
- 41 • University Board on Faculty Promotion and Tenure
- 42 • University Institutional Animal Care and Use Committee

- 1 • University Institutional Review Board for the Protection of Human Subjects (IRB)
- 2 • University Research Council
- 3 • University-wide Honors Program Committee

4

5 **1.5 Amendment of the Faculty Handbook**

6

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

9

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

11

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

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

3
4 This chapter defines categories of faculty and sets out DePaul University's policies for
5 recruitment, appointment, and review of faculty members. It also addresses change of faculty
6 affiliation or status and summer session appointments. As stated in Section 1.1 of this Handbook,
7 the faculty as a whole is vested with primary governance responsibility for academic and
8 scholarly activities and faculty personnel matters within the university. As a general rule, full-
9 time faculty members (both tenure-line and term) are entitled to participate and vote in decisions
10 made in the academic programs, departments, schools, and colleges with which they are
11 affiliated. However, some matters including faculty hiring, tenure, promotion, and review are
12 restricted exclusively to tenure-line faculty.

13 **2.1 Recruitment Policies**

14
15 Academic deans, local academic unit officers, and academic program directors have
16 responsibility for initiating the process for faculty appointments, with the exception of the
17 position of dean.

18
19 Consultation with the tenure-line faculty of the local academic unit, as defined by the unit's
20 written policies, is required for the appointment of all full-time faculty and local academic unit
21 officers. Only in rare instances and for compelling reasons will an appointment be made over the
22 expressed opposition of the local academic unit faculty. In such circumstance, the dean shall, in
23 writing, inform the local academic unit of the specific reasons for overturning the judgment of the
24 faculty.

25
26 Faculty involved in the search process are individually accountable for following the university's
27 equal employment opportunity policies.

28
29 DePaul University provides equal employment opportunities to all employees and applicants for
30 employment. As an Equal Opportunity Employer, DePaul does not discriminate or permit
31 discrimination on the basis of race, color, religion, national origin, age, disability, sexual
32 orientation, gender identity, military or veteran status, genetic information, marital status, parental
33 status, ancestry, source of income, or any other classes protected by local, state, and federal law.

34
35 In order to provide for the most diverse and highest quality faculty, DePaul is committed to
36 searches conducted in the broadest possible markets.

37
38 Entry-level hiring for tenure-line positions presumes a national search. A national search is
39 defined by the practices of the disciplinary or interdisciplinary field and generally includes
40 advertisements as customary in the discipline, recruitment at national conventions, and similar
41 wide outreach.

42
43 In limited cases the requirements for a national search may be waived if a scholar of exceptional
44 merit has already been identified as a target of opportunity hire, particularly if that scholar would
45 enhance DePaul's diversity profile or bring difficult to find expertise to the University.

46
47 A local academic unit's written request to waive the search requirement for an
48 academic appointment must be approved by its tenure-line faculty. The request must convince the
49 dean and the provost that the candidate is fully qualified for the position. Evidence of the

1 candidate's significant accomplishments and a rigorous review of the candidate's qualifications in
2 teaching, research and other creative activities, and service are expected in the subsequent
3 preparation of the appointment recommendation.

4 **2.2 Initial Academic Appointments**

5 ***2.2.1 General Criteria and Policies***

6
7 The faculty has a major responsibility for fulfilling the principal functions of the university:
8 teaching, scholarship, research and other creative activities, and service. DePaul appoints its
9 faculty on the basis of scholarly achievement and the promise of continuing academic growth,
10 competencies directly related to the university's academic goals and programs, and acceptance of
11 the principles as stated in the Employment Policies and Procedures section of this Handbook.

12
13 The principal criteria for initial appointment and promotion in academic rank are: quality of
14 teaching; scholarship, research or other creative activities; and service.

15
16 General university criteria are subject to further specification standards adopted by colleges,
17 schools and local academic units. Criteria, which are approved by and included in official
18 documents of the academic units, are as binding on the members of those units as are the general
19 university standards for which they provide explication. Should there be a difference between the
20 two sets of criteria, those of the university shall prevail.

21
22 Authority to appoint faculty rests with the university president. In practice, this authority is
23 regularly delegated to the provost, who carefully reviews the terms of the proposed faculty
24 contract before it is approved and issued. The review is to assure that the terms of the proposed
25 faculty contract are compatible with university policies, accepted academic standards, and
26 principles of equity with respect to other DePaul faculty members in comparable positions.

27
28 The Office of the Provost has overall responsibility for monitoring academic appointments. This
29 office establishes policies and procedures related to faculty employment that are compatible with
30 the general university guidelines. These guidelines assume, however, that most of the initial
31 responsibility for the selection process resides with academic deans, local academic officers, and
32 directors of academic offices.

33
34 Initial appointments are in contract form, each including:

- 35
36 1. Salary
37 2. Length of contractual service
38 3. Academic rank
39 4. Tenure status
40 5. Affiliation with an academic unit, that is, a particular college/school, academic department, or
41 academic program.

42
43 The offer letter to the faculty member includes specific terms, which are then incorporated into
44 the formal contract. The initial contract may be for one, two, or three years on the
45 recommendation of the academic dean and with the approval of the provost.

46
47 If the initial contract comes with tenure, it must meet the criteria of section 2.2.2 below. An initial
48 contract may not result from a Change of Status (2.6.2).

1
2 Two or more members of the same family may be given faculty appointments, even in the same
3 college/school or local academic unit. However, such an appointment will not be made in a
4 situation in which one member of the family holds an administrative position that requires a
5 judgment on the other member's qualifications for appointment and salary. Similarly, after the
6 initial appointment, one member of a family is not eligible for an administrative appointment in a
7 unit of the university that would require the above-mentioned judgments on the qualification of
8 another member of the family.

9 **2.2.2 Hiring With Tenure upon Initial Appointment**

10
11 The granting of tenure upon initial appointment shall be at the discretion of the local academic
12 unit officer, the dean, and the provost, after a rigorous peer review by the local academic unit's
13 tenured faculty. The personnel committee of the unit (or equivalent) shall conduct an evaluation
14 of the candidate applying the unit's tenure and promotion guidelines (which themselves must be
15 consistent with the university criteria) and shall report to the tenured faculty prior to the vote. All
16 initial appointments with tenure must include a vote of the local academic unit tenured faculty
17 with a recommendation for or against tenure.

18
19 The university hires a candidate with tenure upon initial appointment only if the individual
20 satisfies one or more of the following criteria:

- 21
22 1. Prior academic achievement comparable to incoming rank at DePaul;
23 2. Extensive, relevant non-academic experience; or
24 3. Appointment to provost, dean or local academic unit officer positions.

25
26 Persons who are already full-time or part-time employees of DePaul University in any capacity
27 (except "Visiting Faculty" as defined in Section 2.3.3) are not eligible for initial appointments
28 with tenure under this section, but must instead be first appointed without tenure to the tenure-line
29 faculty and subsequently evaluated under the tenure process outlined in Chapter 3 of this Faculty
30 Handbook.

31
32 Faculty hired with tenure at the rank of Associate Professor or Professor upon initial appointment
33 must have appropriate qualifications and prior experience. Only a candidate with an exceptional
34 record may be appointed with tenure under this section if the candidate has not previously been
35 granted tenure at another institution.

36
37 In order to appoint a new faculty member at the rank of full professor who has not previously
38 held that rank at a recognized college or university, there must be an evaluation of the candidate's
39 scholarly or creative record by the local academic unit's tenured faculty and a minimum of three
40 outside experts who have been sent the appropriate materials. Selection of reviewers and the
41 appropriate materials to submit to the reviewers follows the external review procedure described
42 in Chapter 3.

43
44 In order to appoint with tenure a candidate whose experience is primarily nonacademic, the
45 tenured faculty of the unit must include in the departmental vote and request for an appointment a
46 written case for the strength of the candidate's non-academic experience.

47
48 Individuals under consideration for appointment to provost, dean, or local academic unit officer
49 positions can be appointed with tenure. These candidates must have demonstrated scholarly and

1 academic credentials or extensive relevant experience. The administration initiates appointments
2 with tenure to these positions. For dean or local academic unit officer positions, the provost, with
3 a consultative vote of the tenured faculty on the issue of tenure within the appropriate unit, will
4 make the initial appointment with tenure. When appointing a provost, the president, with a
5 consultative vote of the tenured faculty on the issue of tenure within the appropriate unit, will
6 make the initial appointment with tenure. When appointing a president, the Board of Trustees,
7 with a consultative vote of the tenured faculty on the issue of tenure within the appropriate unit,
8 will make the initial appointment with tenure. The university would normally provide an
9 additional permanent position and funding to the local academic unit if and when the dean,
10 provost or president returns to a faculty position.

11 **2.3 Full-Time Faculty Appointments**

12
13 All full-time faculty fall into three categories: tenure-line faculty, term faculty and special
14 appointments.

15 ***2.3.1 Tenure-line Faculty***

16
17 Tenure-line appointments may be at the rank of instructor awaiting terminal degree conferral,
18 assistant professor, associate professor, or full professor. All tenure-line appointments shall
19 involve an evaluation of the candidate's qualification based on the approved policies and
20 procedures of the local academic unit, as well as a vote of the tenure-line faculty of the unit,
21 except under circumstances stipulated in Section 2.2.2.

22 23 **Instructor Awaiting Terminal Degree Conferral**

24
25 Candidates who are hired into tenure-line positions but have not successfully completed all
26 requirements for the terminal degree may be appointed to this rank with the stated expectation
27 that, upon conferral of the degree, the faculty member will be appointed to a tenure-line position
28 at the rank of assistant professor. Typically, the period of time as an instructor in this category
29 would be one year, and only under rare and compelling circumstances should it exceed two years.
30 Time in rank as instructor in this category may count towards tenure; the probationary period is
31 determined by an agreement between the dean and the faculty member in the initial contract as
32 assistant professor. The annual performance review process (Section 2.3.4) will be used to
33 determine whether contract renewal for the next academic year is appropriate and desired. The
34 tenure clock would start the September after the university receives confirmation of the
35 candidate's terminal degree.

36
37 **Assistant Professor.** The doctorate or other terminal degree is required for this rank. Exceptions
38 are made for candidates who have already attained recognition for scholarly or other relevant
39 professional achievements and who give promise of continued academic development. The
40 assistant professor should demonstrate a potential for becoming an effective teacher, for pursuing
41 scholarship, research, and/or other creative activities, and for service.

42
43 **Associate Professor.** In addition to the requirements for assistant professor, the candidate must
44 demonstrate consistently effective teaching performance. The candidate should also show
45 evidence of notable scholarship, research, and/or other creative activities, and service. For this
46 rank, the candidate should show significant involvement in university activities at the local
47 academic unit and beyond. This rank is reserved for those with recognized academic
48 achievements.

1
2 **Professor.** In addition to the requirements for associate professor, candidates must give evidence
3 of continued scholarship, research, and/or other creative activities, the quality of which is
4 recognized by their peers inside and outside the university. Candidates for this rank must also
5 show a record of notable service contributions at the university level. Effective teaching remains
6 mandatory for this rank. This rank is reserved for those with recognized academic achievements.
7

8 **Tenure-line Joint Appointments**

9
10 A faculty member may receive a joint appointment or affiliation in two local academic units. For
11 a joint appointment in two units, a candidate for initial appointment must be evaluated and
12 recommended by the faculty of both local academic units. The criteria for determining eligibility
13 for such a joint appointment are those for the usual initial appointment.
14

15 **2.3.2. Term Faculty**

16 **2.3.2.1. Definitions and Scope**

17
18 Term faculty positions are full-time, non-tenure-line, and do not lead to tenure.
19

20 The university uses term faculty positions to:

- 21 • Retain a cadre of effective and committed teachers who can provide instructional
22 continuity;
- 23 • Maintain flexibility in allocating resources for faculty positions;
- 24 • Bring in outstanding individuals who will enrich the learning experience through their
25 professional qualifications and experiences from careers outside academia;
- 26 • Provide additional time for scholarly pursuits of tenure-line faculty;
- 27 • Deal with exigent circumstances, such as replacing faculty on leave, filling vacancies that
28 occur too late to conduct an appropriate search for a tenure-line faculty appointment,
29 filling a vacancy resulting from an unsuccessful search for a tenure-line faculty member,
30 or staffing a new and developing program;
- 31 • Teach in and administer programs that would be too time consuming for tenure-line
32 faculty to oversee and/or require specialized skills or knowledge to run.

33
34 The university does not use term faculty positions to:

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

38
39
40 The percentage of term faculty in a local academic unit should not be more than 30% of the full-
41 time faculty in that unit. Units may exceed 30% if approved by majority votes of the unit's
42 tenure-line faculty and by the Faculty Council. Such exemptions are typically granted to: (i) units
43 with new or developing programs; (ii) units whose primary instructional programs involve
44 clinical and similar professional activities not usually covered by tenure-line faculty, and (iii)
45 units whose primary instructional obligations are not typically met by tenure-line faculty due to
46 extraordinary responsibility for service-level courses.
47

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

1 **2.3.2.2 Term Faculty Ranks**
2

3 Term faculty may be appointed at the ranks of Instructor, Professional Lecturer, and Senior
4 Professional Lecturer.
5

6 **Instructor:** A term faculty member without a terminal degree is usually hired at the rank
7 of Instructor. Such faculty members are normally hired to satisfy short-term curricular
8 needs and to provide support in staffing skills-oriented areas of the curriculum. The
9 primary responsibility of instructors is teaching, and their duties usually do not involve
10 service to the unit or other professional activities. Instructors may be called upon to carry
11 out minor administrative functions to help support programmatic and teaching-related
12 activities. The College of Law, in keeping with the general practice of law schools, may
13 use the title Visiting Assistant Professor for individuals hired at the rank of Instructor.
14

15 **Professional Lecturer:** This rank is reserved for term faculty who satisfy one or more of the
16 following criteria:
17

- 18 • Hold a terminal degree in their instruction area;
- 19 • Have satisfactorily taught at the rank of instructor for three years; or
- 20 • Possess professional qualifications and achievements equivalent to a terminal degree in
21 the relevant field.
22

23 The primary responsibility of professional lecturers is teaching, and their duties include service to
24 the unit and other professional activities deemed appropriate by the unit and the dean.
25 Professional Lecturers may be called upon to carry out minor administrative functions to help
26 support programmatic and teaching-related activities. An academic unit may also appoint to this
27 rank those who have equivalent professional experience upon initial hiring. After five years of
28 satisfactory service and upon a formal review by the unit, professional lecturers are eligible for
29 promotion to the rank of Senior Professional Lecturer.
30

31 **Senior Professional Lecturer:** This rank recognizes the contributions of term faculty who have
32 served at the rank of professional lecturer and have demonstrated superior performance as a
33 teacher. Senior Professional Lecturers may be called upon to carry out minor administrative
34 functions to help support programmatic and teaching-related activities. An academic unit may
35 also appoint to this rank those who have equivalent professional experience upon initial hiring.
36 After five years of satisfactory service and upon a formal review by the unit, professional
37 lecturers are eligible for promotion to this rank.
38

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

42 **2.3.2.3 Functional Titles**
43

44 Colleges may confer upon term faculty members functional titles to reflect their particular status
45 or role within the unit. The terms “Assistant Professor,” “Associate Professor,” and “Professor”
46 must only be used with a modifier. Such titles will not affect the person’s rank and should be set
47 out explicitly in his or her contract. Functional titles should not be created on an ad hoc basis, but
48 created and defined by each local academic unit to reflect its programs and special needs. The

1 titles themselves, but not individual appointments, shall be approved in writing by the unit
2 faculty, the dean and the provost.

3 **2.3.2.4 Responsibilities and Participation in Governance**
4

5 The primary responsibility of term faculty will be teaching and, as such, term faculty
6 appointments generally carry higher teaching loads than tenure-line appointments. However, term
7 faculty also have a responsibility for continued professional development, for which the units
8 must provide appropriate support. Continued professional development is a criterion for
9 evaluation of term faculty.

10
11 Term faculty at the rank of professional lecturer or above may be involved in the typical service
12 activities of faculty in the unit. These activities may include advising and the creation and
13 supervision of the curriculum, based on the unit's written policies. Term faculty have the right to
14 participate in faculty governance except in matters related to hiring, retention, promotion and
15 tenure. The local academic unit officer should ensure a fair balance of the term faculty members'
16 teaching load, service and administrative responsibilities, as well as the unit's expectations for
17 continued professional development.
18

19 **2.3.2.5 Hiring and Contract Duration**
20

21 Term faculty members are initially hired on one- or two-year contracts.
22

23 An evaluation of the candidate's qualifications and input by faculty of the local academic unit, as
24 specified in the unit's personnel policies, must precede the initial hiring of a term faculty
25 member. In the absence of personnel policies regarding faculty input, hiring will require a vote of
26 the unit's tenure-line faculty.
27

28 For initial appointment (and any subsequent reappointments), the duties of the term faculty
29 member and evaluation criteria must be specified in writing and approved by the unit or its
30 personnel committee.
31

32 Term faculty may be reappointed to one- or two-year terms as described in the following section.
33 The specific peer review and evaluation process for each unit or college will be developed by the
34 faculty and specified as part of the unit's personnel policies. There is no limit to the number of
35 reappointments.
36

37 Upon the satisfactory completion of at least three years of service, a term faculty member will be
38 eligible for, and may apply for, a longer-term contract ranging from three to five years, with
39 specific length and duties determined based on the needs of the unit in consultation with unit
40 faculty. The application will be reviewed according to Section 2.3.2.6. Long-term contracts may
41 be renewed, with each renewal following the same formal review process used for the initial
42 appointment to a long-term contract. If the candidate is reappointed without a long-term contract
43 due to the candidate's performance, he or she may reapply after two additional consecutive years
44 of service. If the candidate is reappointed without a long-term contract for any reason other than
45 the candidate's performance, the candidate may reapply the following year.

46 **2.3.2.6 Reappointment and Termination**
47

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

1
2 The dean or local academic unit officer shall give term faculty appropriate notice before a
3 decision is made on reappointment. Term faculty may submit supporting materials for
4 reappointment to the dean or the local academic unit officer, according to the unit's performance
5 review process.

6
7 The dean or local academic unit officer shall give term faculty written notice of the decision for
8 reappointment or non-reappointment by April 10. The faculty member may report failure to
9 provide timely notice of the decision to the next level academic officer. That notice shall be
10 provided within ten business days of the report of failure to provide timely notice.

11
12 Consideration of a long-term appointment for a term faculty member shall include an evaluation
13 by the unit (based on the unit's written personnel policies), an opportunity for the candidate to
14 submit supporting documentation, a vote of the unit's tenure-line faculty, and review by the dean
15 and provost.

16
17 Non-reappointment of an instructor or professional lecturer shall involve input by the faculty of
18 the local academic unit as specified in the unit's personnel policies. In the absence of such
19 personnel policies regarding faculty input or review, the decision rests with the local academic
20 unit officer. Non-reappointment of senior professional lecturers requires a formal review process
21 by the unit.

22
23 Term faculty may not grieve the university decision's not to reappoint. Term faculty may appeal
24 the university's decision not to reappoint only on the grounds of academic freedom violation or
25 discriminatory practices prohibited by university policies or applicable federal, state, or local
26 laws. Term faculty appeal procedures are detailed in Chapter 5.

28 ***2.3.3 Special Appointments***

29
30 Special appointments may take the form of visiting faculty, research faculty (for example, post-
31 doctoral fellows), and University Professors. These positions are so designated because the
32 appointment has a definite time limitation or is an appointment whose continuation is directly
33 connected to the faculty member's program.

34
35 During the period of the visit, the university may consider appointing faculty holding a special
36 appointment for a tenure-line faculty appointment. Consideration for appointment with tenure
37 must follow procedures in Section 2.2.2. Consideration for appointment into a tenure-line but
38 untenured position must follow procedures in Section 2.3.1. The university's requirement for an
39 outside search must be met, unless waived under the waiver standards of Section 2.1.

41 **University Professor**

42
43 The president may make special full-time university appointments. Such appointments are limited
44 to (i) high-level administrative staff, the nature of whose responsibilities include supervision of
45 academic policies or (ii) special honorific appointments in furtherance of the university's goals
46 and mission. Special appointments are made by a formal contract which indicates the scope of
47 responsibilities and limitations attached to the appointment.

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

4
5 **Visiting Faculty**

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

14
15 Visiting faculty members may have the titles Visiting Assistant Professor, Visiting Associate
16 Professor, or Visiting Professor. The qualifications for each rank are the same as for initial
17 appointment of tenure-line faculty. Visiting faculty may be offered contracts not to exceed two
18 years, with approval of the tenure-line faculty of the relevant unit and of the dean and provost.

19
20 The College of Law, in keeping with the general practice of law schools, may use the title
21 Visiting Assistant Professor for individuals hired at the rank of Instructor.

22
23 **Research Faculty**

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

37
38 Research faculty will normally have sources outside the university to fund their salaries, such as
39 external grants or funds provided through other institutions. Exceptions will require the provost's
40 written approval upon recommendation of the local academic unit. Research faculty receive
41 resources and access to university facilities as determined by the local academic unit officer or
42 the director of the center, institute, or group with which they have affiliated.

43 ***2.3.4 Annual Performance Review***

44
45 All tenure-line and term faculty are reviewed annually. This annual process consists of a review
46 and evaluation of performance during the preceding academic year based on the local academic
47 unit's criteria and responsibilities. The review may serve one or more of the following purposes:

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

6
7 Reviews of performance are written processes implemented by the local academic unit officer or
8 dean.

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

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

20 **2.4 Adjunct Faculty Appointments**

21
22 An adjunct faculty appointment allows an individual to contribute to the instructional program of
23 a local academic unit, center, or institute. Adjunct faculty are appointed on a course-by-course
24 basis. The appointments are part-time and do not lead to tenure.

25 ***2.4.1 General Principles***

26
27 The dean of a college appoints adjunct faculty to provide instruction in specific courses.
28 Appointment of adjunct faculty should involve input by the local academic unit. The university is
29 not obligated to reappoint adjunct faculty. Adjunct faculty may use the grievance process set out
30 in Chapter 5.

31 ***2.4.2 Retired Faculty***

32
33 A retired faculty member may be offered a limited faculty assignment with adjunct status.
34 The usual reasons for offering such an assignment are:

- 35
- 36 1. the need of the college or local academic unit for the specific and unusual competencies of the
- 37 retired faculty member and;
- 38 2. quality of teaching or other academic endeavors, with reference to current developments in the
- 39 field.

40
41
42 The decision to offer a limited assignment to a retired faculty member rests principally with the
43 academic dean, following local academic unit consultation. The dean shall submit his or her
44 written decision to the provost for final approval.

1 **2.4.3 Professors Emeriti and Emeritae**

2
3 The university may bestow the title of Professor Emeritus or Professor Emerita upon retirement.
4 Those eligible for emeritus status are tenured faculty members who have contributed substantially
5 to the university's mission and who have ordinarily served at least seven years as a faculty
6 member. Exceptions to these criteria must be approved by the provost.

7
8 Prior to the individual's retirement, the tenured members of the local academic unit may
9 recommend the retiring faculty member for the honorary status of Professor Emeritus or
10 Professor Emerita by sending a letter to the dean describing the person's contributions. The dean
11 forwards his or her recommendation to the provost who, in turn, makes a recommendation to the
12 president, who then makes the final appointment.
13

14 **2.5 Other Instruction-Related Positions**

15 **2.5.1 Academic Support Appointments**

16
17 Members of the staff whose duties include teaching are not members of the full-time faculty.

18 **2.5.2 Graduate Assistants and Fellows**

19
20 Graduate assistants and graduate teaching fellows are appointed by the appropriate dean on the
21 recommendation of the local academic unit officer. They do not possess faculty status.
22 The appointment of a graduate assistant or graduate teaching fellow is subject to the approval by
23 the dean.
24

25 **2.6 Change of Affiliation or Status**

26 **2.6.1 Change of Affiliation**

27
28 With the written agreement of the faculty member, the faculty member's affiliation may be
29 changed to a different local academic unit. The contract will reflect the new affiliation.
30

31 Transfer of affiliation may be initiated by the faculty member, by the dean, or by the local
32 academic unit officer to which the transfer is proposed. Eligibility is determined by the same
33 criteria used for an initial faculty appointment.
34

35 The faculty member will normally retain the same rank following the transfer. In special
36 situations, the faculty and local academic unit officer in the accepting unit may require the faculty
37 member to accept a lower rank. In no instance may a faculty member receive a promotion
38 through a change of affiliation.
39

40 A tenured faculty member transferring to another unit retains tenure. An untenured faculty
41 member must complete the same number of probationary years as remained in the former unit.
42 The number of years of probationary service may be extended upon agreement with the faculty
43 member.
44

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

6 **2.6.2 Change of Status**

7
8 Any change in rank or tenure is a change of status. All changes of status must follow established
9 procedures. A change of status does not confer tenure, unless the process meets the tenure
10 procedures in this Handbook.

11
12 A change of status occurs if a tenure-line faculty member is not renewed. Such a faculty member
13 is not eligible for a full-time faculty position for a period of five years. Faculty members denied
14 tenure shall never be eligible for any faculty appointment.

15
16 A change of status also occurs if a full-time or part-time faculty member who is not a tenure-line
17 faculty member seeks to become a tenure-line faculty member. The change of status from non-
18 tenure-line to tenure-line requires evidence of a national search or a request from the local
19 academic unit's faculty for a waiver from a national search. A waiver request must come from a
20 majority of the local academic unit's tenure-line faculty and be approved by the dean and the
21 provost. The change of status from non-tenure-line to tenure-line also requires participation of the
22 local academic unit's tenure-line faculty, including at least a majority vote of that faculty as
23 determined by procedures laid out in the local academic unit guidelines and the Faculty
24 Handbook.
25

26 **2.7 Summer Session Appointments**

27
28 The dean, after consultation with the local academic unit officers, and considering the resources
29 and needs of the college, decides which courses, workshops or other programs will be offered in
30 the summer sessions and which faculty members will conduct them. Faculty members with a ten-
31 month contract may accept or decline courses offered to them during the summer. The university
32 does not guarantee summer session appointments.

33
34 University policy regarding summer course assignments consists of the following principles:

- 35
36 1. Two courses running concurrently constitute a full load; the dean's explicit approval is
37 required for any overload assignment.
- 38 2. Faculty members receiving full summer compensation from an external grant may not be
39 assigned summer courses unless such instruction is among the terms of the grant. Faculty
40 members receiving partial summer compensation from an external grant may have a
41 partial summer course assignment, provided that the combined compensation does not exceed the
42 amount they could receive for a full summer course load.
- 43 3. Within the bounds established by principles #1 and #2, assignments should be made on an
44 equitable basis.
45

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

1
2 For summer students enrolled for semester credit (4.5 quarter hours), faculty are expected to
3 assign additional work commensurate with the additional credit.
4

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

12 **2.8 Orientation of Faculty**

13
14 The Office of Academic Affairs offers a yearlong series of orientations for new full-time faculty,
15 including an introductory orientation at the beginning of each academic year. The Office of
16 Human Resources also offers frequent workshops describing personnel policies, benefits, and
17 general employee information. Colleges and academic units may offer additional academic
18 orientation.
19

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

23 **2.9 Annual Reporting**

24
25 The provost will annually report to Faculty Council on the composition of the faculty including
26 tenure-line, term, and adjunct faculty; percentages of tenure-line, term, and adjunct faculty
27 appointments by academic units and colleges; current titles in use; and any other pertinent
28 information concerning faculty appointments. Academic deans shall report the same information
29 to their respective faculties annually.

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6

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

3
4 **3.1 Overview**

5
6 Faculty members contribute to DePaul University as the primary creators of a vibrant academic
7 community. The university seeks to foster an environment that provides professors with enriching
8 opportunities to guide students, pursue scholarship and creative activities, and advance the
9 institution's well-being.

10
11 DePaul honors and rewards faculty members for their professional achievements. It maintains a
12 system of faculty evaluation that relies heavily on the views of faculty. Exercising professional
13 judgment, experienced faculty evaluate the work of their colleagues for renewal, promotion, and
14 tenure.

15
16 Tenure is the foundation of academic freedom and the quality of the university. It is neither an
17 end in itself nor a privilege exempting the individual from the obligation to make future
18 contributions. It is, rather, a status that society recognizes as promoting the common good.
19 Before granting tenure, the university should have no reasonable doubt about the faculty
20 member's demonstrated qualifications and continued capacity to contribute to DePaul's
21 distinctive goals and academic mission. Tenure creates the presumption of continuing
22 employment, unless the university, using established procedures and faculty guidance, proves that
23 countervailing circumstances exist.

24
25 This chapter sets out DePaul University's standards and procedures for evaluating its tenure-line
26 faculty.
27

28 **3.2 Probationary Service**

29
30 The probationary period is defined as the candidate's time of continuous service in full-time
31 tenure track at DePaul, at the end of which the tenure decision is made. During the probationary
32 period, a tenure-line faculty member undergoes annual formal or informal evaluations for
33 contract renewal or nonrenewal. In the final year of probationary service, the faculty member may
34 apply for tenure and promotion. An unsuccessful candidate for tenure will not be offered a
35 contract renewal, but will be offered a terminal contract of one year for the academic year
36 following the academic year in which the faculty member applied for tenure.
37

38 ***3.2.1 Length of Probationary Period***

39
40 The maximum probationary period is six years excluding certain types of leaves that suspend the
41 clock as described in Section 3.2.2. The probationary period may be reduced by agreement based
42 on full-time prior academic service. The initial tenure-line contract must state any agreed-upon
43 credit for prior service.
44
45

1 **3.2.1.1 Assistant Professors Credit for Prior Service**

2
3 A prospective faculty member recruited to DePaul as an assistant professor may have previously
4 held a full-time faculty appointment at another college or university. The length of the
5 probationary period at DePaul may be reduced by one, two, or three years, upon agreement of the
6 individual and the university at the time of appointment. The initial faculty contract must state
7 any agreed-upon credit for prior service.
8

9 **3.2.1.2 Associate or Full Professors Credit for Prior Service**

10
11 A prospective faculty member recruited to DePaul as an associate or full professor may receive
12 an appointment without tenure. Upon agreement of the individual and the university at the time of
13 appointment, one, two, three, or four years of prior full-time faculty service at another college or
14 university may be credited to the probationary period at DePaul. The faculty member's initial
15 contract must reflect the agreed-upon amount of credit for prior service and the review schedule.
16 Regardless of the amount of credit, the individual will not be evaluated for tenure without having
17 had at least one formal probationary evaluation at DePaul prior to the tenure evaluation.
18

19 **3.2.1.3 Non-tenure-line Full-Time Appointments**

20
21 As a general norm, the years a faculty member has spent at DePaul University in a non-tenure-
22 line full-time appointment (e.g., instructor or visiting professor) do not count toward the
23 probationary period. If a faculty member's status changes to a tenure-line appointment, the
24 individual and the university may agree to credit one or more years of special appointments
25 toward the probationary period. The faculty member's initial contract for a tenure-line full-time
26 appointment must reflect the agreed-upon amount of credit for the prior service at DePaul.
27 Regardless of the amount of credit, the individual will not be evaluated for tenure without having
28 had at least one formal probationary evaluation at DePaul prior to the tenure evaluation.
29

30 **3.2.2 Leaves of Absence**

31
32 A leave of one quarter or longer may interrupt the faculty member's probationary period.
33

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

40 Faculty sometimes request and are granted a personal leave that does not fall into any of the
41 categories covered in the prior paragraph. If a candidate takes such a leave, the provost makes the
42 decision on how the leave affects the probationary period. (Section 6.7.)
43

44 **3.3 Types of Review for Tenure-Line Faculty**

45

1 **3.3.1 Probationary Tenure-Line Reviews**

2
3 During the probationary period, the probationary tenure-line faculty member will be subject to
4 annual probationary reviews conducted by the faculty member’s local academic unit. In colleges
5 with departments, the local academic unit is, in colleges with departments, the department or
6 similar body. In other colleges, it is the lowest-level body conducting reviews for tenure and
7 promotion.

8
9 Probationary reviews serve three major purposes:

- 10
11 1. To assess the faculty member's progress toward promotion and/or tenure, measuring the
12 individual against the established criteria
13
14 2. To provide clear and consistent guidance and develop priorities for the faculty member
15 toward fully satisfying the criteria, and
16
17 3. To recommend for or against renewal.
18

19 Three types of probationary reviews apply to tenure-line faculty who are untenured: informal,
20 formal, and the tenure review. Each evaluation leads to a decision for renewal or nonrenewal (see
21 also Section 4.2).
22

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

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

33 **3.3.1.1 Formal Tenure-line Probationary Reviews**

34
35 A formal probationary review is designed to prepare a faculty member for the tenure process and
36 to document areas that need the faculty member's attention. In a formal review, the local
37 academic unit considers the candidate’s personal statement and CV, evidence of scholarship or
38 documentation of creative activity, student evaluations, evidence of service, and other materials
39 specified by policies of the local academic unit or college.
40

41 Each local academic unit or its personnel committee conducts a formal review of untenured
42 tenure-line faculty no less often than every two years. The tenured faculty of the local academic
43 unit then vote by separate secret ballots on (1) adequate progress toward tenure and (2) renewal.
44 The faculty prepare a report that clearly details areas of strength and areas for improvement. The
45 report is explicit about the faculty member's progress towards tenure. Copies of this report are
46 forwarded to the candidate and the dean. The dean writes a separate letter to the provost with a
47 recommendation regarding renewal or nonrenewal. If a formal review raises serious concerns
48 about the candidate’s potential for attaining promotion or tenure, the local academic unit faculty,
49 local academic unit officer, or dean may mandate that the next year’s annual review be formal.

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3.3.1.2 Informal Tenure-line Probationary Reviews

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

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

3.3.1.3 The Tenure Review

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

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

3.3.2 Promotion in Rank

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

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

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

3.4. Criteria for Promotion and Tenure

3.4.1. Requirements by Rank

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

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

7
 8 **Professor.** In addition to the requirements for associate professor, candidates must give evidence
 9 of continued scholarship, research, and/or other creative activities – the quality of which is
 10 recognized by their peers inside and outside the university. Candidates for this rank must also
 11 show a record of notable service contributions at the university level. Effective teaching remains
 12 mandatory for this rank. This rank is reserved for those with recognized academic achievements.

13 **3.4.2 University-wide Criteria**

14
 15 DePaul University appoints, retains, promotes, tenures, and rewards faculty who best help the
 16 university fulfill its mission, as articulated in the university's Mission Statement and Faculty
 17 Handbook. The principal criteria for tenure and advancement in academic rank are: teaching and
 18 learning; scholarship, research, or other creative activities; and service. In evaluating faculty for
 19 promotion or tenure, local academic units specify more detailed guidelines that provide unit- and
 20 discipline-specific articulations of the university-wide criteria (Section 3.4.3.)

21 **3.4.2.1 Teaching and Learning**

22
 23
 24 Effective teaching is the first requirement in decisions at all levels on appointment, retention,
 25 promotion, and tenure. Teaching evaluation must be done in a systematic, documented manner,
 26 including contributions from the candidate's students and peers. Effective teaching involves:

- 27
- 28 • Command of material
- 29 • Effective communication of subject matter
- 30 • Development and articulation of appropriate and thorough learning objectives for
- 31 each course taught
- 32 • Delivery of course content that is appropriate to the level of the course, its
- 33 description in the course catalog, and its student audience
- 34 • Probing and fair methods of evaluating students
- 35 • Success in bringing students to an acceptable level of performance and in
- 36 challenging them to grow intellectually and morally
- 37

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

41 **3.4.2.2 Scholarship, Research, or Other Creative Activities**

42
 43
 44 Throughout their professional lives, all tenure-line faculty members should engage in scholarship,
 45 research, or other creative activities. Each requires disseminating the results of completed projects
 46 in academic and artistic arenas outside DePaul.

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

2
3 Scholarship, while including research, is a broader concept. Research traditionally refers to
4 discovery using the disciplinary methodologies for investigation and production of new
5 knowledge in the humanities, social and natural sciences, and mathematics. Research is usually
6 shared through presentations at professional meetings and academic publications. Scholarship is
7 a broader term encompassing the four separate but overlapping functions of a quality faculty
8 member: discovery, integration, application, and teaching.

- 9
10
- 11 • Original discovery advances knowledge within the context of a disciplinary or
12 multi-disciplinary field and practice, contributing significantly to knowledge and
13 the intellectual life of the university. Research falls into the category of
14 discovery.
 - 15 • Integration develops knowledge through cross- and multi-disciplinary
16 investigations, allowing new fields of inquiry to develop.
 - 17 • The application of knowledge uses research findings in responsible ways to
18 address contemporary societal problems through interaction with the larger
19 community.
 - 20 • The study of teaching experiences leads to the development of better pedagogical
21 methods and tools.

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

26
27 Evidence of research, scholarship, or creative activities should include, at a minimum:

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

36
37 The University evaluates research, scholarship, and creative activities in light of their:

- 38 • Originality
- 39 • Contribution to knowledge
- 40 • Conceptual or artistic sophistication
- 41 • Intellectual rigor or artistic skills
- 42 • Effective application of knowledge to address human problems or needs
- 43 • Effective communication of knowledge to audiences beyond the classroom

44
45 Scholarship or creative activities that cannot be evaluated by these criteria will not be considered
46 for promotion and tenure. An academic unit may evaluate oral presentations or creative activities
47 by various means including (but not limited to) listening to recordings, examining drafts, or
48 soliciting the views of other scholars (including other members of the DePaul faculty) who were
49 in attendance.

50

1 Activities conducted solely within the candidate's classes, or designed merely to keep a candidate
2 abreast of scholarly development in a field, are considered in evaluating the candidate's teaching,
3 not in evaluating his or her contributions in scholarship, research, or other creative activities.
4

5 **3.4.2.3 Service**

6
7 Service consists of documented activities that

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

14
15 Service may be provided to the university, the profession, and the community. The amount and
16 nature of service are correlated with academic rank.

17
18 University service consists of contributions to the enhancement of the institution's internal
19 processes and its relationships with external bodies. All faculty members must serve in their local
20 academic unit (unless assigned to a position such as associate dean that precludes such service).

21
22 Professional service consists of contributions to the organizations or associations of the faculty
23 member's academic discipline or the professoriate. Professional service may have a component of
24 scholarship or creative activities.

25
26 Community service activities contribute to the public welfare outside the institution, consistent
27 with the Vincentian tradition of DePaul University. Activities consistent with a faculty member's
28 expertise but that could be done by someone without that expertise do not qualify as community
29 service. In some instances, it will not be obvious whether an activity counts as community
30 service. In those cases, it is the responsibility of the candidate to make the case demonstrating that
31 the activity qualifies as service as the term is used here.
32

33 **3.4.3 Local Academic Unit and College Guidelines**

34
35 Local academic units and colleges have the responsibility to adopt written guidelines and policies
36 for tenure-line faculty evaluation. These guidelines have two purposes: (1) they provide unit- or
37 college-specific articulations of university-wide criteria based on the professional discipline,
38 field, or interdisciplinary area, including collaborative work, as applicable; and (2) they describe
39 unit- or college-specific procedures and processes used for promotion and tenure. The guidelines
40 must be consistent with the university's criteria and procedures specified in this Faculty
41 Handbook. In the absence of approved unit or college guidelines, the guidelines of the higher
42 level will apply.
43

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

46 **Criteria**

- 47 a) Statement of discipline-specific articulations for university-wide criteria and
48 expectations for teaching, research and creative activities, and service

- b) Specification of standards for different forms of scholarship within the discipline (or interdisciplinary field)

Process

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

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

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

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

3.4.4 Institutional Considerations

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

3.5 Process for Tenure and Promotion

3.5.1 General Principles

The following general principles guide promotion and tenure reviews:

3.5.1.1 Common Processes

- 1 a) There are normally three levels of evaluation prior to the final decision of the provost:
2 the local academic unit, the college, and the university. In the absence of departmental
3 or school structures, the local academic unit is the college and thus there are only two
4 levels: the local academic unit and the university.
5
- 6 b) An individual faculty member may vote or advocate for or against a candidate only at
7 one level in the review process. Members of UBPT must vote only on the UBPT. In
8 units where the local academic unit is not the college, college policy must specify
9 whether college personnel committee members vote at the college or the local
10 academic unit level. However, members of a local academic unit personnel committee
11 may fully participate and vote in both the personnel committee's evaluation and the
12 local academic unit evaluation.
13
- 14 c) All votes are by secret ballot and the numerical results are recorded. A tie vote will be
15 interpreted as a recommendation against renewal or against an award of tenure or
16 promotion.
17
- 18 d) Candidates receive the written reports and vote counts at each step in the process
19 promptly as those materials become available. Candidates receive external letters with
20 information identifying 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
25 according to the university's criteria and the guidelines of that level of review. In
26 addition to substantive review, reviewers after the initial level consider the method
27 and care of application of the approved guidelines by lower-level unit(s) and the
28 disciplinary expertise of the local academic unit. Relevant issues include matters of
29 stringency, consistency among candidates, and fairness, as well as the implications the
30 decision may have at the college, school, or university level.
31
- 32 g) All individuals participating in the process at any stage must respect its
33 confidentiality. They must not reveal votes, the names or views of referees, the
34 contents of discussions, or the contents of the dossier to anyone. Intentional or
35 continuing breaches of confidentiality are considered to be serious violations of
36 professional ethics. Local academic units and colleges must take appropriate steps to
37 maintain confidentiality, including during the physical preparation of the dossier and
38 dossier storage. It is unwise to make a broad electronic distribution of the dossier;
39 instead password-protected web sites can be used. All documentation will be retained
40 in accordance with the Records Management policy.
41
- 42 h) Faculty members should always avoid conflicts of interest in evaluating individual
43 faculty members for appointment, renewal, tenure, or promotion. The university
44 expects the provost, deans, local academic unit administrators, and all other internal
45 faculty reviewers to acknowledge such conflicts openly and to abstain from
46 participation whenever conflicts arise.
47
- 48 i) Faculty members receive tenure only upon affirmative award by DePaul University.
49 Each year, eligible tenure-line faculty may apply for tenure and/or promotion. By
50 April 1, the Office of Academic Affairs will notify eligible faculty in writing of the
51 deadline for submitting an application for promotion and tenure or promotion for the

1 following year. The faculty member must submit his or her request to the local
2 academic unit officer, academic dean, and the Office of Academic Affairs by the
3 stated deadline, typically May 1.
4

- 5 j) Requests for tenure submitted before the year of eligibility will not be accepted. If a
6 faculty member eligible for tenure consideration fails to apply by the application
7 deadline he or she forfeits the opportunity for tenure consideration and receives a
8 terminal contract of no more than one year's duration.
9
- 10 k) Failure to meet the application deadline for promotion to full professor postpones
11 consideration until the next academic year. There is no limit to the number of times a
12 faculty member may apply for promotion to full professor, except that a candidate
13 may not re-apply in the year immediately following a decision denying promotion.
14
- 15 l) The provost will acknowledge receipt of applications for promotion, for tenure, or for
16 promotion and tenure, no later than May 15. For candidates with tenure who are
17 seeking promotion to full professor, the provost will advise all candidates of the right
18 to withdraw an application for promotion at any time, without prejudice to future
19 applications.
20
- 21 m) Faculty members are normally expected to serve a minimum of three to six years,
22 depending on the practice of their college, in a given rank before promotion to the next
23 rank. Exceptions to the norm are allowed only when the dean and, if one exists,
24 college personnel committee, certify that the candidate's extraordinary performance,
25 under departmental, school, and college guidelines, warrants early application for
26 promotion.
27
- 28 n) Candidates may continue through all stages of evaluation, regardless of a negative
29 recommendation at any stage.
30
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
35 home academic unit specified in the appointment letter evaluates the candidate. The
36 second unit evaluates the candidate if it so chooses, or if requested to do so by either
37 the candidate or the home unit. The second unit conducts an independent evaluation
38 and makes a recommendation based on the candidate's responsibilities in that unit.
39 The second unit may review the reference letters and student input from the home
40 academic unit. The report of the second unit will be forwarded to the home unit for its
41 consideration and inclusion in the dossier.
42
- 43 b) A faculty member who changes formal appointments during the period under
44 evaluation shall be evaluated by both academic units. Either unit may, upon request,
45 have access to the other unit's documentation. Each academic unit sends the
46 candidate's supporting documents and the unit's evaluation to the next higher level
47 unit.
48
- 49 c) A faculty member with a formal appointment in only one department or local
50 academic unit may have formally assigned duties in one or more other units. In

1 evaluating the faculty member, the home unit shall invite the other units to submit
 2 evaluations, which the home unit will include with its evaluation. At each stage in the
 3 review process, the evaluations will receive weight in the approximate portion of the
 4 workload assignment to each entity. Ultimately, the recommendation to the next level
 5 of review rests with the home academic unit.
 6

7 **3.5.1.3 Guidelines for Evaluating Collaborative Work**
 8

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

19 **3.5.2 Processes Common to All Evaluation Levels**
 20

21 At all levels of evaluation the following processes must be followed:
 22

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

1 of the vote. Moreover, faculty who vote in absentia are required to have reviewed a
2 candidate's materials before the academic unit's official vote. Only those faculty
3 having a valid excuse as defined in the unit guidelines may attend and vote using
4 technology. Likewise, no faculty member is permitted to add his or her vote or
5 change his or her vote after the votes have been tallied.
6

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

20 **3.5.2.1 Signing Statement**

21
22 A faculty member who believes that an evaluation level report did not accurately reflect the
23 discussion during deliberation for promotion or tenure must prepare a signing statement. The
24 signing statement explains the individual's disagreement with the report's characterization of the
25 meeting. It is restricted to how the evaluating unit or committee report allegedly mischaracterized
26 the discussion. The statement may not present information or opinions about the candidate
27 beyond those offered during the meeting. It need not indicate the author's position on the
28 candidacy.
29

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

33 **3.5.2.2 Minority Report**

34
35 An allegation that an evaluating unit violated its guidelines, criteria, or processes, or those of the
36 university, takes the form of a minority report.
37

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

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

46 **3.5.3 Local Academic Unit**

47

1 The local academic unit is the unit that conducts the first level of review in the promotion and
2 tenure process. Some colleges are the local academic unit. In other colleges, the local academic
3 unit might be a school, a department, or a program. A college may have departments that do not
4 function as local academic units. For example, in the 2012-2013 academic year, the following
5 colleges functioned as local academic units: College of Communication, College of Law, School
6 of Music, The Theatre School, and The School for New Learning.

7 **3.5.4 Local Academic Unit Is College**

8
9 When the local academic unit is the college, the two levels of review are the college and the
10 university. The college must follow uniform, written guidelines describing the evaluation process.
11 Participation in the tenure and promotion review process is limited to tenured faculty.
12

13 **3.5.4.1 Personnel Committee (optional)**

14
15 A local academic unit may choose to convene a personnel committee consisting of a subset of the
16 tenured faculty of the unit, excluding the dean. The committee must have at least three members.
17 The personnel committee, if one exists, evaluates the candidate, votes by secret ballot, and
18 submits a signed report for the dossier. The personnel committee vote cannot be used in lieu of
19 any full tenured faculty vote.
20

21 **3.5.4.2 Tenured Faculty of the College**

22
23 The tenured faculty of the local academic unit evaluates the candidate, votes by secret ballot, and
24 provides a report for the dossier. This report may adapt or adopt a personnel committee's report,
25 but it must reflect the unit's discussion. Unit guidelines may limit the right to vote on a candidate
26 to tenured faculty who hold a higher rank than the candidate. Members of the unit's personnel
27 committee vote in the evaluation by the unit's tenured faculty.
28

29 **3.5.4.3 Dean**

30
31 The approved procedures of the local academic unit must stipulate whether the dean may attend
32 the meeting of the tenured faculty of the college in the two-level process. If the dean attends, he
33 or she may participate but not advocate or vote. The dean writes a separate report for the dossier
34 expressing his or her evaluation.
35

36 **3.5.4.4 Candidate Response to College Review**

37
38 After the dean provides the candidate with all reports from the college review, the candidate has
39 the option to write a response which will be placed in the dossier for review by the UBPT. The
40 response, if any, must be submitted to the Office of Academic Affairs and the dean at least two
41 business days prior to the scheduled date of the candidate's hearing by the UBPT. The hearing
42 must be scheduled to provide the candidate with at least five business days to respond to the
43 report. A response may address only the candidate's issues or concerns with the college-level
44 reports.
45

46 The next evaluation level is the university level.

1 **3.5.5 Local Academic Unit Is Not College**

2
3
4
5
6
7
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9

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

10 **3.5.5.1 Local Academic Unit Personnel Committee (Optional)**

11
12
13
14
15
16

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

17

18 **3.5.5.2 Tenured Faculty of the Local Academic Unit**

19
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21
22
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27
28

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

29 **3.5.5.3 Local Unit Academic Officer (Unit Chair or Director)**

30
31
32
33
34

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

35 **3.5.5.4 Candidate Response to Local Academic Unit Review**

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39
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41
42
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44

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

1 **3.5.5.5 College-Level Personnel Committee**

2
3 In colleges with a college-level personnel committee, this committee conducts a separate
4 evaluation of the candidate, votes by secret ballot, and writes a report for the dossier. The college
5 personnel committee is a subset of the tenured faculty from the college with broad representation
6 from different units within the college. The minimum number of members on any college
7 personnel committee is five. Only tenure-line faculty may vote in membership elections for those
8 committees that are elected. The college-level committee must have representation from tenured
9 faculty at the rank of full professor. Members of the college personnel committee who voted at
10 the local academic unit may not vote at the college level. If so specified in the college's
11 guidelines, the dean may participate in the meeting of the college personnel committee, but may
12 not vote or advocate for or against a candidate. The report of the college personnel committee is
13 provided to the dean of the college. There is no college-wide tenured faculty vote.

14 **3.5.5.6 Dean**

15
16 The dean provides a separate evaluation of the candidate for the dossier.
17

18 **3.5.5.7 Candidate Response to College Review**

19
20 After the dean provides the candidate with all reports from the review, the candidate has the
21 option to write a response which will be placed in the dossier for the UBPT. The response, if any,
22 must be submitted to the Office of Academic Affairs and the dean at least two business days prior
23 to the scheduled date of the candidate's hearing by the UBPT. The hearing must be scheduled to
24 provide the candidate at least five business days to respond to the report. A response may address
25 only the candidate's issues or concerns with the college's reports.
26

27 The next evaluation level is the university review.

28 **3.5.6 University Review**

29
30 **3.5.6.1 University Board on Promotion and Tenure**

31
32 The University Board on Promotion and Tenure (UBPT) evaluates the candidate, votes by secret
33 ballot on tenure, promotion, or both and provides a written report summarizing the basis of its
34 recommendation, including the vote count. In evaluating the candidate, the UBPT takes the
35 following steps:

- 36
37 a. Reviews the full dossier.
38
39 b. Conducts a hearing, with five of the seven appointed faculty members
40 constituting a quorum. The provost is expected to be present when a candidate is
41 being reviewed. In exceptional circumstances, a designee may attend in the
42 provost's absence. The candidate, the local academic unit officer (when
43 applicable), and the college dean are expected to appear before the UBPT.
44
45 c. Conducts a substantive review applying current university-wide standards and
46 criteria for tenure and promotion.
47

- 1 d. Examines the application of lower-level guidelines to the candidate.
- 2
- 3 e. Prepares its recommendation, which it shares with the candidate and the provost.

4 **3.5.6.2 Candidate Response to UBPT**

5

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

10

11 **3.5.6.3 Provost Decision**

12

13 The provost makes the final decision on tenure or promotion. Only in rare instances and for
14 compelling reasons will the provost overturn a promotion or tenure recommendation made by the
15 UBPT.

16

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

20 **3.5.7 Detailed Procedures**

21 **3.5.7.1 Committees**

22

23 The following rules apply to the various committees conducting reviews for tenure and
24 promotion.

25

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

29

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

- 33 • Committee membership
- 34 • Criteria for chairing the committee
- 35 • Rank and status of faculty who may elect members of the committee
- 36 • Rank of members who may vote on promotion to full professor
- 37 • Term length for committee membership
- 38 • Process for election of the committee chair

39

40 **3.5.7.2 Local Academic Unit (Not College) Personnel Committees**

41

42 Members must be tenured and at least associate rank. The committee must have at least three
43 members. The tenure-line faculty of the local academic unit elect the personnel committee, and
44 the personnel committee elects its chairperson. The local academic unit academic officer may not

1 be a member of this committee. The officer may participate in committee meetings but shall not
2 advocate for or against the candidate or vote.
3

4 **3.5.7.3 Tenured Faculty of the Local Academic Unit**
5

6 All and only tenured faculty of at least associate rank are expected to participate in votes for
7 tenure and promotion at the local academic unit level. For promotion to full professor, the local
8 academic unit may limit votes to full professors. If the local academic unit has fewer than five
9 eligible tenured faculty members, the dean, after consultation with members of the unit, will
10 appoint tenured faculty of the appropriate rank to the evaluation committee from related academic
11 units.
12

13 The tenured faculty of the local academic unit elect a chair to conduct these promotion and tenure
14 meetings and to organize the reports. The chairperson may not be the local academic unit
15 academic officer. If the local academic unit is not the college, the local academic unit officer
16 may participate at promotion and tenure meetings but shall not vote or advocate for or against the
17 candidate. If the local academic unit is the college, college procedures should stipulate whether
18 the dean may attend the meeting of the tenured faculty. If the dean attends, he or she may
19 participate but not advocate or vote for or against the candidate.
20

21 **3.5.7.4 College Personnel Committees**
22

23 Only tenured faculty may serve on a college personnel committee. College guidelines may limit
24 the membership to full professors. College guidelines should also address how to convene an
25 adequate number of full professors for deciding promotion to full professor. The minimum
26 number of members on any college personnel committee is five. Terms are three years and are
27 staggered. The committee members elect a chairperson for a one-year term. The chairperson
28 conducts meetings of the committee and organizes the committee's reports. The dean shall not be
29 the chairperson of the committee. The dean may participate in college personnel committee
30 meetings but shall not vote or advocate for or against a candidate.
31

32 **3.5.7.5 University Board on Promotion and Tenure**
33

34 The UBPT members must be tenured full professors. Associate deans, deans, and local academic
35 unit officers (e.g., department chairs) are ineligible to serve. The seven members of the UBPT
36 serve as representatives of disciplines across the university, not as representatives of their
37 colleges. Members are selected by open nominations and self-nominations across colleges,
38 reviewed by Faculty Council Committee on Committees, and interviewed and elected by Faculty
39 Council. Terms are for three years and are staggered. The UBPT members elect a chairperson
40 annually. The provost or his or her designee is expected to be present at all UBPT meetings where
41 candidates are reviewed; he or she shall not vote or advocate for or against any candidate.
42

43 The UBPT has two additional responsibilities. First, it reviews changes to evaluation guidelines,
44 criteria and procedures developed by local academic units, departments, schools, and colleges for
45 clarity and consonance with university-wide criteria. Second, at the conclusion of each year's
46 proceedings, the UBPT shares any recommendations it may have with the provost regarding the
47 board's future functioning.
48

1 The provost and the chair of the UBPT refer any policy matter raised by UBPT members to the
2 Faculty Council; the provost also makes available to the full faculty an annual statistical summary
3 of the university's final tenure and promotion decisions.
4

5 **3.6 Materials**

6

7 **3.6.1 Dossier**

8

9 **3.6.1.1 Items Supplied By Candidate**

10

11 A candidate for promotion and/or tenure supplies the following materials:

- 12
- 13 • Complete professional curriculum vitae, paginated with the candidate's name on each
- 14 page
- 15 • A statement of up to 3,000 words in which the candidate emphasizes those achievements
- 16 or qualifications to which evaluators should particularly attend
- 17 • Evidence of collaborative work, if applicable
- 18 • Evidence of teaching effectiveness beyond course evaluations and peer reviews,
- 19 including, at a minimum, selected syllabi, course assignments, and exams
- 20 • Evidence of service, including, at a minimum, description of individual contributions and
- 21 supporting documentation such as letters from committee chairs
- 22 • Other evidence he or she may wish to submit, e.g., awards and special recognitions
- 23 • A single copy of articles, papers, published manuscripts, video and audio recordings, and
- 24 other examples of scholarship and creative activities
25

26 **3.6.1.2 Items Supplied By Academic Unit and College**

27

28 The local academic unit and college committee add the following materials to the dossier:

- 29
- 30 • Local academic unit and college guidelines
- 31 • The written recommendation(s) from the reviews conducted at each level, including
- 32 signature forms
- 33 • Signing statements and minority reports, if any
- 34 • Candidate responses, if any
- 35 • Data obtained by the college through the student input instrument
- 36 • Documentation that substantiates according to the local academic unit guidelines, and
- 37 with sufficient detail, the faculty member's contributions to any collaborative work
- 38 submitted in the Dossier.
- 39 • For tenure, an evaluation of the candidate's scholarship, research, and/or other creative
- 40 activities by at least two external experts
- 41 • For promotion to full professor, an evaluation of the candidate's scholarship, research,
- 42 and/or other creative activities by a minimum of three external experts
- 43 • For tenure decisions, all teaching evaluations for all courses. For promotion, all teaching
- 44 evaluations while in current rank
- 45 • Internal peer reviews of teaching, if any

1
2 Review is limited to these items, unless the local academic unit approves any additions to the
3 dossier. Unsolicited material will not be added to the dossier.
4

5 **3.6.1.3 Additions to the Dossier**

6
7 Because of the length of the review process, it is possible that a candidate's record may change
8 significantly or that other information pertinent to a case may come to light during the course of
9 the review.

10
11 After the initial submission of the dossier to the local academic unit, the candidate may request
12 the addition of new information to the dossier at any level of the review process prior to the final
13 vote by the UBPT. The request for additions to the dossier must be made to the local unit
14 academic officer and must include supporting documentation to verify the accuracy of the new
15 information. The local academic unit officer must rule on the request within five business days of
16 receiving it.

17
18 The local unit academic officer will determine whether the new information should be added to
19 the dossier based on one or more of the following criteria:

- 20
- 21 • The new information constitutes an update to the status of scholarly or creative work
 - 22 already mentioned in the dossier.
 - 23 • The new information constitutes a significant development, such as the announcement of
 - 24 a major award or recognition, related to the candidate's work already reported in the
 - 25 dossier.
 - 26 • The new information is not related to work previously reported in the dossier but, in the
 - 27 judgment of the local unit academic officer, may have significant impact on the outcome
 - 28 of the case.
- 29

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

36
37 The local academic unit officer shall also supply copies of the explanatory memorandum to the
38 candidate and to the individual in charge of each level already completed at the time the material
39 is added.
40

41 **3.6.2 External Letters**

42
43 By June 1, candidates must submit to the local academic unit officers their CV and selected
44 publications/documentation of creative activities for transmittal to external reviewers. Local
45 academic units should identify an initial list of potential external reviewers by June 15. Local
46 academic units will ask external reviewers to prepare letters over the summer for receipt prior to
47 candidate review in the fall.
48

1 **3.6.2.1 Authors of External Letters**

2
3 Local academic units should obtain letters from persons whose judgment is respected in the
4 candidate’s field of expertise and who can provide an impartial assessment of the candidate’s
5 scholarship or creative activities. The candidate may nominate external reviewers. The local
6 academic unit may select from the candidate's nominations or from other sources. When
7 identifying external reviewers, candidates and committees should take into account both the
8 objectivity of the reviewer and the reviewer's rank, reputation, and stature. The local academic
9 unit has full discretion in selecting external reviewers.

10
11 If a candidate has done collaborative work, a separate set of letters can be solicited and submitted
12 from collaborators in addition to, but not as a substitute for, the external review letters. The
13 university's letters to collaborators should request that they describe the division of labor and
14 nature of the collaborative effort.
15

16 **3.6.2.2 External Letter Contents**

17
18 The solicitation letter to a potential reviewer should be neutral, asking only for an objective
19 assessment of the candidate’s research or creative activities and requesting that the reviewer
20 eschew advocacy for or against tenure and promotion. The solicitation letter should also ask the
21 reviewer to explain the nature of the reviewer’s relationship to the candidate. The letter should
22 ask the evaluator to cover the following general ground:
23

- 24 • the nature of the evaluator’s professional interactions with the candidate
- 25 • the quality of the candidate’s work
- 26 • the impact of the candidate’s work

27
28 Readers will disregard any portions of an external letter advocating for or against tenure and
29 promotion.

30 **3.6.2.3 Confidentiality of External Letters**

31
32 Under Illinois state law, a candidate may see the contents of his or her personnel file, with an
33 exception applicable to external review letters. To ensure that reviewers provide fully candid
34 assessments, the university protects the identity of the external reviewers. Therefore, any citations
35 of the external review letters in department or chair reports and the reports of subsequent
36 reviewing levels must be redacted, eliminating any and all information that would identify the
37 reviewer to the candidate. Local academic units must also ensure that external review letters
38 given to the candidates are redacted to protect the authors’ identities.
39

40 **3.6.2.4 Suggested Sample Letter**

41
42 Dear Dr. AA:

43
44 As you are a recognized authority in your field, I am writing to request your assistance. Dr. BB is
45 due to be reviewed for promotion to Associate Professor in academic year YYYY-YYYY. I
46 solicit your evaluation of the research [creative activities] of Dr. BB. Please only evaluate the
47 candidate’s research or creative activities and refrain from rendering a judgment on whether the

1 candidate should be promoted or tenured. Your identity will be kept confidential to the extent
2 legally practicable.

3
4 In particular, please address the following:

- 5
6
- 7 • the quality of the publications or creative activities of the candidate
 - 8 • the impact of the candidate's work
 - 9 • the quality of the journals in which the candidate has published
 - 10 • the nature of your professional interaction with the candidate, if applicable, and
 - 11 • comments, should you have any, of the candidate's collaboration with other scholars in
12 the field.

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

16
17 Although Illinois state law allows employees to view their personnel files, there is an exception
18 for external review letters. Any information that would identify you will be redacted from all
19 documents seen by the candidate.

20
21 I realize that this information is rather extensive and will require considerable effort on your part
22 to review. Your assistance in helping us evaluate Dr. BB's credentials will be greatly appreciated
23 and will constitute an important element in the overall evaluation. I would be very grateful if you
24 could respond to us in writing no later than [DATE]. If possible, kindly send your reply, along
25 with a copy of your most recent CV, electronically to@depaul.edu as an attachment.

26
27
28 Sincerely,
29 DD
30 Chair
31 Personnel Committee
32 [Name of Dept. and Unit]
33 Enclosures: [List the selected works]

34 35 **3.6.3 Student Input**

36
37 Student input must be part of a candidate's dossier. Committees will acquire student input from
38 course evaluations and information collected through an instrument such as a survey. The college
39 will design the instrument with student input. The instrument will generally solicit opinions from
40 one or more of the following groups: alumni, past students who have taken a class from the
41 candidate, student advisees, or students who have been supervised by the candidate in research
42 projects or independent study.

43 44 **3.6.3.1 Student Input Instrument**

45
46 Each college personnel committee, or in the absence of a college-level committee, the local unit
47 personnel committee, shall have an instrument for collecting data from students, a process of
48 gathering data, and a template for reporting the results. These elements must be created by a

1 committee of at least two students (preferably including both graduate and undergraduate) and at
2 least two tenured faculty members.

3
4 The instrument will be used to gather additional data from students beyond the standard course
5 evaluations. The report should clearly specify:

- 6
- 7 • the type of methodology used for data collection and analysis
- 8 • the targeted groups surveyed, and
- 9 • the questions asked of survey participants.

10
11 The college personnel committee must approve the instrument, process, report template and any
12 subsequent modifications. Before approval, the college personnel committee should solicit and
13 consider input from the college's local academic units.

14 **3.6.3.2 Evaluation and Submission of Student Input Data**

15
16 The college bears responsibility for data collection. A student review committee then analyzes
17 data collected via this process for each promotion and tenure candidate, as well as aggregate
18 information on course evaluations provided by the unit. The student review committee consists of
19 up to three students, none of whom is currently enrolled in a class with the candidate under
20 review. After analyzing the collected data, the review committee provides a written report, along
21 with all the raw data, to the personnel committee of the local academic unit and to the candidate.
22 The student input data becomes part of the candidate's dossier. The personnel committee may
23 request a meeting with a representative from the student review committee, if the committee
24 deems it necessary.

25
26 Once student representatives furnish their report to the local academic unit, they do not appear
27 before subsequent evaluative bodies. The student report will be forwarded with other promotion
28 and tenure materials to each review level.

30 **3.7 Appeal**

31
32 *Appeal procedures for a tenure-line faculty member who has been reviewed for tenure,*
33 *promotion, or promotion and tenure by the University Board on Promotion and Tenure*
34 *are found in Chapter 5 Section 5.1.2.3.*

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
 5 towards tenure is the same as for other tenure-line faculty, but the year of the promotion
 6 and tenure review varies. The initial faculty contract stipulates the year of the promotion
 7 and tenure review.

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.
6 Whenever possible, the university will abide by the proposed timetable. Any changes to this
7 calendar must provide at least the allotted time period for candidate responses, minority reports,
8 and signing statements.
9

10 **April 1**

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

13
14 **May 1**

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

17
18 **May 15**

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

21
22 **June 1**

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

25
26 **June 15**

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

28
29 **First day of fall quarter**

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

31
32 **January 15**

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

34
35 **January 31**

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

- 38
39 • College of Communication
40 • College of Computing and Digital Media
41 • College of Law
42 • School of Music
43 • School for New Learning
44 • The Theatre School

45
46 **March 1**

47 Reports from the academic deans of the College of Commerce and the College of Education and
48 all relevant materials submitted to the Office of Academic Affairs and to the candidate

49
50 **March 15**

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

4

5 **Winter/Spring Quarter**

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

7

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

9 UBPT reports due to candidates

10

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

12 Optional candidate response due to UBPT

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

14

15 **June 15**

16 Decision of the university provost

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

18

19

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

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3

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

3 **4.1 Overview**

4
5 This chapter summarizes the policies and processes to be followed in disciplinary cases involving
6 faculty as well as those governing the termination of faculty members. Every faculty member is
7 entitled to fair and consistent decision-making procedures as a protection against violations of
8 academic freedom or arbitrary adverse decisions. Tenured faculty may be dismissed only under
9 provisions set out in this Handbook.

10
11 The term “appointment” refers to the initial contract issued to all faculty. The terms
12 “reappointment” and “non-reappointment” apply to full-time non-tenure line faculty (see Chapter
13 2). The terms “renewal” and “nonrenewal” apply to non-tenured tenure-line faculty.

14
15 Reviews and decisions for appointment, reappointment, renewal, promotion, and tenure are
16 separate actions. Appointment does not guarantee reappointment or renewal, nor does
17 appointment at any rank confer tenure, except where specifically provided in the contract.
18 Promotion at any time from any rank to any other rank does not confer tenure.

19 **4.2 Nonrenewal of Non-Tenured Tenure Line Faculty**

20
21 When deciding whether to renew the contract of a non-tenured tenure-line faculty member the
22 university follows two general principles:

- 23
24 1. To select, given available resources, faculty members who will best contribute to its
25 distinctive goals and academic mission. Consequently, the university has the authority
26 and discretion, within the limits of academic freedom, to determine which non-tenured
27 tenure-line faculty members will be retained.
28
29 2. To have no reasonable doubt as to the faculty member’s qualifications for tenure before it
30 reaches a favorable decision on the renewal that results in tenure. The quality of
31 academic programs and therefore the good of the university require careful selectivity in
32 renewal based on the individual faculty member’s qualifications and the needs of the
33 university. Anything that undermines the selective process erodes tenure and quality.
34

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

- 40
41 1. Teaching and learning;
42 2. Scholarship, research, or other creative activities;
43 3. Service;
44 4. Professional advancement, such as the completion of a terminal degree or certificate.
45 This criterion is especially applicable when there is a particular interest or a previous
46 understanding with the faculty member regarding this advancement;

- 1 5. Responsible participation in university processes and activities that are generally
2 considered faculty responsibilities;
- 3 6. Change in academic program, such as:
 - 4 ○ termination or reduction in size of the academic program to which a faculty
5 member is assigned;
 - 6 ○ change in an area of specialization or in emphasis in a program;
- 7 7. Financial conditions of the university as a whole or in any particular part, requiring
8 reduction in the size of the faculty;
- 9 8. Professional and ethical conduct.

10
11 Nonrenewal may rest on a single criterion or a combination of several criteria, reflecting the
12 faculty member's role in the academic unit and the needs of the university. The rationale for the
13 renewal decision must be explained and supported with evidence and with reference to the
14 appropriate criteria.

15
16 The dean and the faculty of the local academic unit must follow the procedures specified in
17 Chapter 3 in making renewal recommendations. Every faculty member in an academic unit is
18 entitled to be judged according to consistent criteria and documentation. Conflicts of interest must
19 be avoided in all faculty evaluations. Any judgment based on a faculty member's ideological and
20 political positions is a violation of academic freedom.

21
22 As detailed in Chapter 3, the local academic unit normally makes a recommendation on annual
23 renewal and nonrenewal. If the dean does not concur in the recommendation of a local academic
24 unit, the dean shares his or her recommendation with the local academic unit. The local academic
25 unit may appeal the dean's recommendation to the provost. In such cases, the dean and the local
26 academic unit must provide the provost with written reasons for their respective positions. The
27 provost makes the final decision and reports it to the candidate. A faculty member who is not
28 renewed may file an appeal. (See Chapter 5).

29
30 The non-tenured tenure-line faculty member is entitled to:

31
32 (a) an opportunity to submit materials supporting renewal. The non-tenured tenure-line faculty
33 member will be notified at least 28 calendar days before the local academic unit's review. The
34 candidate must submit supporting materials to the local academic unit officer at least 14 calendar
35 days prior to the local academic unit review;

36
37 (b) written notification of the decision on renewal. The notification must include the reasons for
38 the decision. A notification to renew should include an assessment of the faculty member's
39 qualifications, noting those conditions which should be fulfilled for future renewal or tenure. A
40 notification of nonrenewal must include the reasons for the decision, the faculty member's appeal
41 rights, and the procedures for such appeals as described in Chapter 5.

42
43 The university follows the AAUP guidelines for notice of renewal. Notice of nonrenewal, or of
44 intention not to recommend renewal, should be given in writing in accordance with the following
45 standards and the calendar specified in Chapter 3.

46

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

10
11 Notification by these dates shall constitute sufficient notification for not offering another contract
12 even though appeal and subsequent review might mean that the final decision is rendered less
13 than a year before the end of the final contract.

14
15 A non-tenured tenure-line faculty member informed that his or her contract is not to be
16 renewed may appeal the decision not to renew. See Chapter 5, Appeals and Grievances.

18 **4.3 Tenured Faculty**

19
20 Tenure creates the presumption of continuing employment. Tenured faculty may be dismissed
21 only under provisions set out in this handbook. Tenured faculty are not renewed annually.

24 **4.4 Disciplinary Actions Including Dismissal or Suspension for Misconduct**

25 **4.4.1 Misconduct**

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

32
33 Misconduct includes, but is not limited to, violations of university policies, including the Faculty
34 Handbook and anti-discrimination and anti-harassment policies; violations of academic or
35 scholarly integrity; a pattern or practice of failing to meet university contractual obligations; or a
36 pattern of extreme intimidation and aggression towards other members of the university
37 community.

38
39 Disciplinary proceedings are reserved for situations that warrant the imposition of a major or a
40 minor sanction. Inadequate performance in teaching, scholarship/research/creative activities, or
41 service that does not rise to the level of misconduct must be dealt with during the standard
42 processes for faculty review and/or reappointment/renewal.

43
44 All procedures are to be carried out as expeditiously as is reasonably possible. All time guidelines
45 in this section refer only to calendar or business days within regular academic terms — Fall,
46 Winter, and Spring quarters or Fall and Spring semesters— and are to be construed as
47 recommended maximums.

1 **4.4.2 Categories of Disciplinary Sanctions:**

- 2
3
 - **Minor sanctions:** sanctions short of suspension or dismissal
 - **Major sanctions:** suspension or dismissal

4
5

6 **4.4.3 Initiation of Disciplinary Actions in All Disciplinary Cases Involving Faculty:**

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

31 The dean shall file with the office of the provost the statement of charges, the faculty member's
32 rebuttal, the report, the final statement by the faculty member and the dean's own written
33 decision. The office of the provost shall maintain this information
34

35 **In cases involving minor sanctions:**

36 The dean makes the decision on the sanctions to be imposed. The faculty member may grieve the
37 decision according to the grievance procedures of Chapter 5. To the extent possible, the dean and
38 the provost will not release any information about the sanctions.
39

40 **In cases involving major sanctions:**

41 If the dean's written decision includes a recommendation for major sanctions, the provost (or
42 designee) will conduct a detailed review of the charges and any evidence provided by the parties
43 at the college level. The provost (or designee) may interview the parties or consult additional
44 experts and request additional evidence from the parties.
45

46 The provost will make a decision within ten weeks of the presentation of the statement of the
47 charges.
48

49 The provost's decision will be one of the following:

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1. dismiss the case; or
2. issue a minor sanction; or
3. **(in the case of term faculty only)** impose a major sanction without a formal hearing (in this case, the term faculty member has the right to appeal to the Faculty Committee on Appeals according to procedures in Chapter 5); or
4. **(in the case of tenure-line of faculty)** refer the case for a formal faculty hearing with a recommendation for a major sanction (see below for detailed procedure).

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

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4.4.4.1 Initiation of a formal hearing

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

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4.4.4.2 Rules and procedures for the Hearing Committee

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1. The Hearing Committee will be comprised of three tenured faculty members selected in the following manner: Faculty Council shall identify a panel of nine tenured faculty members not affiliated with the college or school of the faculty member. Faculty Council, in conjunction with both parties will develop a process for interviewing the nine selected faculty members. In alternating fashion, with the university going first, each party excludes three members from the panel. The remaining members of the panel constitute the Hearing Committee. The committee shall select its own chair.
2. The Hearing Committee shall not disclose the evidentiary record, including deliberations and findings, except to those with a legitimate need to know.
3. The Hearing Committee may attempt an informal resolution of the case before proceeding to a formal hearing. If it cannot resolve the matter informally, then it will schedule a formal hearing.
4. The university will assume all costs directly incurred by the Hearing Committee.
5. The Hearing Committee will conduct a prehearing meeting with the faculty member and the university representative to clarify the issues, stipulate facts, finalize the list of

- 1 individuals who may have information relevant to the hearing, provide for the exchange
2 of documentary or other information, and identify other appropriate objectives to make
3 the hearing fair, effective, and expeditious. The committee will provide both parties with
4 a written record of its decisions.
- 5 6. The chair of the Hearing Committee will notify all concerned parties of the time and
6 location of the hearing. Notice of the hearing must be in writing and made at least two
7 weeks prior to the hearing. Time extension or rescheduling requests by the faculty
8 member or the university representative may be granted by the chair for good reason.
- 9 7. At any time before the start of the hearing, the faculty member may choose not to
10 participate in person but may choose to submit a written response to the specific charges.
11 In the event the faculty member does not participate in person he or she may still deny
12 the charges or assert that the charges do not support a finding for a major sanction.
- 13 8. The hearing will proceed in the absence of either the faculty member or the university
14 representative who fails to appear at the hearing after receiving notification. Only
15 circumstances that are beyond a party's control and that prevent a party's attendance at
16 the hearing will constitute good reason to reschedule the hearing. The Hearing
17 Committee will make the determination as to whether there is good reason for the
18 absence.
- 19 9. The Hearing Committee (on its own or at the request of either party) may invite persons
20 from inside or outside the university to give testimony relevant to the matter. University
21 personnel will make every effort to cooperate with the committee in securing witnesses
22 and making evidence available. The parties shall have the right to cross-examine all
23 witnesses.
- 24 10. The faculty member may receive the assistance of counsel of her or his choosing and at
25 her or his cost. If the faculty member employs an attorney for the hearing, and the
26 decision is not for a major sanction, the University will reimburse the faculty member for
27 at least one-half of the reasonable legal expenses, the precise proportion to be decided by
28 the Hearing Committee, depending on the degree to which the University case had merit.
- 29 11. All hearings are closed to the public. The Hearing Committee, at its sole discretion, may
30 remove participants in the hearing who disrupt the process.
- 31 12. The hearing will be transcribed. At the conclusion of the hearing, the parties shall have
32 unrestricted access to the full evidentiary record and a copy of the complete transcript.
33 The parties will be given a reasonable period of time, specified by the committee, to
34 examine this record. After examining the record, the faculty member and the university
35 may file closing statements, copies of which will be provided by the chair to the other
36 parties.
- 37 13. Subsequent to filing the closing statements, the Hearing Committee will deliberate in a
38 closed session.
- 39 14. The findings of the Hearing Committee may be only one of the following: (1) adequate
40 cause for dismissal, (2) adequate cause for suspension, (3) adequate cause for a minor
41 sanction, or (4) adequate cause has not been established for major or minor sanctions. If
42 the finding is for a sanction other than dismissal, the Hearing Committee shall include in
43 its report recommendations for appropriate sanctions.
- 44 15. The findings and the decision of the Hearing Committee on appropriate sanctions must be
45 supported by a majority vote and be specified in a written report. The chair of the
46 Hearing Committee will submit the report to the provost and the faculty member.
- 47 16. The provost (or president if the provost has a conflict of interest) may either accept the
48 decision of the Hearing Committee or resubmit this decision to the committee with
49 specific objections. In the latter case, the committee will then reconsider only points to
50 which the provost has objections, receiving new evidence if necessary. After its

1 reconsideration, the Hearing Committee will deliver its final decision to the provost (or
2 president if the provost has a conflict).
3

4 ***4.4.5 Appealing the Decision of the Hearing Committee in Cases Involving Major***
5 ***Sanctions Against a Tenure-Line Faculty Member***

6
7 In cases involving major sanctions against tenure-line faculty either party (the provost/president
8 on behalf of the university or the faculty member) has the right to appeal a decision by the
9 Hearing Committee to an Appeals Board.
10

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

- 12 1. Procedural violations that compromised the ability of a party to present arguments or
13 evidence or to do so in a timely manner; procedural violations that compromised the
14 committee's consideration of the evidence and arguments presented;
- 15 2. Failure of the committee to apply appropriate standards under which the charges were
16 brought and under which the charges should have been considered; failure of the
17 committee to consider relevant evidence actually presented;
- 18 3. Arbitrary decisions of the committee that could not reasonably follow under the standards
19 applied and given the evidence presented.
20

21 Makeup of the Appeals Board:

- 22 1. Two deans (excluding the dean involved in the case) selected by the Council of Deans.
- 23 2. Two faculty members (without a conflict of interest in the case) selected by the Faculty
24 Council from among the twelve members of the Faculty Committee on Appeals.
- 25 3. One additional member selected jointly by the president of the university and the
26 president of Faculty Council.
27

28 The Appeals Board may take one of the following actions:

- 29 1. Accept the decision of the Hearing Committee; or
- 30 2. Send back the matter to the Hearing Committee with specific recommendations for
31 additional actions or changes. This action should be taken if the Appeals Board believes
32 that the decision was influenced by the procedural or standards violations, but those
33 violations can be remedied by the Hearing Committee. In this case the Hearing
34 Committee shall take appropriate action taking into account the Appeals Board's
35 recommendations and issue a revised report with a final decision; or
- 36 3. Reject the Hearing Committee's decision and conduct a new hearing. This action may
37 only be taken if the Appeals Board can demonstrate that no reasonable decision-maker
38 could have arrived at the conclusion of the Hearing Committee based on the facts
39 presented, or the procedural violations were so egregious that they compromised the
40 integrity of the process. Should the Appeals Board initiate such a rehearing, it must issue
41 a written opinion with its findings regarding the deficiencies in the Hearing Committee
42 decision before commencing its rehearing. In conducting a rehearing the Appeals Board
43 will follow the same operating procedures required of the Hearing Committee.
44

45 In all three cases, there is no further appeal from this decision within the university.
46

47 **4.5 Emergency Suspension**
48

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

8
9 A faculty member may grieve a suspension under this section only if the dean declines to initiate
10 formal disciplinary procedures. SEE CHAPTER 5 APPEALS AND GRIEVANCES.

11
12 The faculty member suspended from active service to the university will receive full
13 compensation during the suspension until the time of justifiable dismissal for misconduct.

14 **4.6 Termination Due to Financial Exigency**

15 ***4.6.1 Financial Exigency***

16
17 Termination of an appointment with tenure may occur due to financial exigency of the
18 university. Financial exigency is a financial crisis that fundamentally compromises the
19 academic integrity of the institution as a whole. The crisis usually results from substantial
20 and recurring financial deficits that cannot be offset by prudent use of the university's
21 reserves.

22
23 Prior to declaring exigency, the university president, provost, and executive vice
24 president will retrench operations in all areas before taking steps that could lead to the
25 termination of tenured faculty. These retrenchments will be made up to the point where
26 there would be a danger of seriously jeopardizing the academic quality or the essential
27 operations of the university.

28
29 With the exception of the work of the identified committees, all of the steps specified
30 below in Subsections 4.6.2 thru 4.6.7 (inclusive) must be initiated, conducted, and
31 completed within the regular academic year calendar – from the opening date of regular
32 day and evening Autumn quarter classes to the date of the last final exam in Spring
33 quarter. Any steps that remain uncompleted at the close of business on the date of the last
34 final exam in Spring quarter shall be suspended until the following autumn quarter
35 commences.

37 ***4.6.2 Provost Statement***

38
39 The provost shall issue a formal statement to the president of the Faculty Council and the
40 president of the Staff Council, indicating and providing documentary support of the
41 existence of financial exigency. The statement will address the following points:

- 42
43 1. Evidence of financial exigency and the need for serious retrenchments involving the
44 termination of tenured faculty;

- 1 2. Evidence in support of assumptions underlying projections of future revenues and
2 costs;
- 3 3. Dollar amount and distribution of the retrenchments that have been made or can be
4 made in all parts of the university without terminating tenured faculty appointments,
5 including possible administrative salary reductions; and
- 6 4. Dollar amount of decrease in expenditures to be realized in colleges that will result in
7 the termination of tenured faculty appointment(s).

8

9 **4.6.3 Financial Exigency Committee**

10

11 The statement by the provost shall be reviewed by a Financial Exigency Committee to
12 determine whether there is sufficient evidence to declare financial exigency. The
13 committee shall consist of four tenured faculty members (none of whom hold
14 administrative appointments at the level of Associate Dean or above), one staff member,
15 one student, one representative of the Board of Trustees, the executive vice president and
16 the provost (ex officio). The committee will select one of its members to act as chair.
17 Faculty Council will appoint the faculty members; Staff Council will select the staff
18 member; Student Government Association will select the student member; and the Board
19 of Trustees will select its representative. Members of the committee may be chosen from
20 any area of the university. The executive vice president shall convene the committee
21 within two weeks upon receipt of the statement from the provost.

22

23 Within two weeks of request, the university shall provide the Financial Exigency
24 Committee with all university data necessary to evaluate the provost's statement. This
25 data must include (1) records of current and past operations and financial position, and
26 (2) projections of future operations and financial position. When necessary, the
27 committee may also invite faculty, staff, or other knowledgeable persons to provide
28 information. The committee shall keep a formal record of its deliberations and votes
29 within 30 days of receipt of the requested financial information, the committee will
30 evaluate the financial data, and vote on whether a condition of financial exigency exists
31 that requires the termination of tenured faculty. The committee will issue a report. If the
32 committee finds that financial exigency exists, its report on financial reductions shall
33 consider the university's complete set of financial statements, not simply revenues and
34 costs. The committee shall carefully consider whether and how the university's real
35 estate and other assets might be sold, refinanced or otherwise reallocated.

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

40

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

1
2

3 **4.6.4 Retrenchment Committee**

4

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

11

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

21

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

25

26 Before the Retrenchment Committee reaches any decision, it must provide the affected
27 faculty and staff the recommendations and the opportunity to respond in writing to the
28 provost's and deans' recommendations. The Retrenchment Committee will also convene
29 a meeting open to all tenured faculty, at which it will consult the faculty and respond to
30 their concerns. The provost's recommendation, as well as any dean's recommendation,
31 must be made available to the tenured faculty no less than two weeks before the open
32 meeting.

33

34 To achieve the specified amount of financial reduction, the Retrenchment Committee will
35 make a final decision that states:

36

- 37 1. The dollar amount of reduction required of each school or college, other than by
38 termination of full-time faculty;
- 39 2. The dollar amount of reduction in each college through the termination of full-time
40 faculty; and
- 41 3. A list of academic units financially capable of absorbing faculty transfers/affiliation
42 from other units including an estimate of the number of tenured positions that could
43 be accommodated in each.

1 The Retrenchment Committee shall send its final decision to the provost, the deans of
2 affected colleges and schools, the president of Faculty Council, the president of Staff
3 Council, and the president of the Student Government Association.

4 **4.6.5 Termination Committee(s)**

5
6 Based on the decision of the Retrenchment Committee, Faculty Council shall constitute a
7 Termination Committee for each college that must terminate faculty due to the
8 retrenchment. Each Termination Committee shall consist of three tenured faculty
9 members appointed directly by Faculty Council; the members shall be drawn from
10 outside the affected college and shall not be affiliated with the programs or departments
11 in which retrenchments have been mandated. Faculty members who hold administrative
12 appointments at the level of associate dean or above are ineligible to serve. The
13 Committee shall select one of its own members as chair.

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

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

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

- 25
- 26 1. Program viability: faculty required for a viable academic program may be
27 retained if the program itself is not to be phased out. Quality of faculty
28 performance may be considered in evaluating whether a faculty member is
29 required for a viable academic program. In extraordinary circumstances, where a
30 serious distortion of the academic program would otherwise result, one or more
31 non-tenured faculty members may be retained. Materials submitted by the
32 affected faculty member(s) must be considered by the Termination Committee
33 along with other relevant material.
 - 34 2. Tenure: tenured faculty are to be retained over non-tenured faculty; and
 - 35 3. Seniority: more senior faculty are to be retained over less senior faculty. Seniority
36 is defined first by rank and second by years in rank.
- 37

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

41

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

4
5 The provost makes the final determination on termination. Only in rare instances and for
6 compelling reasons will the provost overturn a recommendation made by the Termination
7 Committee. If the provost's decision differs from the recommendation, the provost must
8 prepare a written explanation and provide it to the deans of the affected units, the
9 department chairs or program heads, and the president of the Faculty Council.

11 ***4.6.6 University Obligations upon Termination of Tenured Faculty***

- 12
13 1. If a tenured faculty member designated for termination believes he or she is
14 qualified to be transferred, he or she must identify at least one local academic unit
15 or college which was identified by the retrenchment committee as capable of
16 absorbing faculty transfers. The affected faculty member will have the
17 opportunity to submit a written statement regarding his or her fitness to serve as a
18 tenured faculty member in each of the identified units. The faculty member is
19 entitled to attach to his or her written statement any relevant documents or
20 materials. The faculty member may describe any additional training that might be
21 appropriate. The faculty member has the right to access all relevant available
22 information within the university to assist in identifying the units in which he or
23 she would be qualified to serve and to assist in preparing the written statement.

24
25 If the faculty member designated for termination requests a transfer, the local
26 academic unit officer of each of the identified units

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

36
37 Should more than one unit accept the faculty member, the faculty member must select
38 one. Upon the faculty member's selection of a unit for transfer, the provost will take
39 necessary steps to effectuate the transfer.

- 40
41 2. Should no unit accept the faculty member, then the terminated faculty member shall
42 be entitled to no less than twelve months' notice of termination or a payment equal to
43 the faculty member's contract salary and benefits for an equal length of time. A
44 faculty member who has been tenured at the university for fifteen years or more of
45 continuous tenured service shall be entitled to a minimum of twenty-four months'

1 notice of termination or a payment equal to the faculty member's contract salary and
2 benefits for an equal length of time.

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

25 ***4.6.7 Appeal of Termination***

26

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

31 **4.7 Termination of Tenured Faculty Due to Discontinuance or Substantial**
32 **Reduction of an Academic Unit or Program**

33

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

40

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

42

1 **4.7.1 Step 1**

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

6 The Proposal should address the following:

- 7
- 8 1. The extent and scope of the discontinuance or substantial reduction of the academic unit or
9 program, including the number of faculty to be terminated and the nature of the curricular
10 change, if any;
- 11 2. Justification and rationale for the proposed reduction or discontinuance of the academic unit
12 or program (including criteria typically used to evaluate the discontinuance or substantial
13 reduction of programs);
- 14 3. Justification and rationale for the termination of faculty as a result of the discontinuance or
15 substantial reduction of the academic unit or program;
- 16 4. Explanation of how the discontinuance or substantial reduction of the academic unit or
17 program, including the termination of faculty, aligns with the university’s academic priorities
18 and educational mission;
- 19 5. Description of how the discontinuance or substantial reduction of the academic unit or
20 program, including the termination of faculty, will affect the academic quality of the
21 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 Faculty Council shall constitute a Review Committee of five tenured faculty members to evaluate
28 the Proposal and prepare a report and recommendations for the Faculty Council. No member of
29 the Review Committee may be from a unit to be affected by the discontinuance or substantial
30 reduction. The Review Committee shall submit the Proposal and its report to the Faculty Council
31 and to the tenure-line faculty members attached to any unit directly affected by the proposed
32 reductions or eliminations. The tenured faculty members also have a right to submit, individually
33 and/or as a group, a statement to Faculty Council. This statement must be submitted, within
34 twenty calendar days of the receipt of the documents, to Faculty Council.
35

36 **4.7.3 Step 3**

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

43 If Faculty Council rejects the Proposal, it will provide its reasons and rationale and make specific
44 recommendations for revision to the dean/provost. It may also request a meeting with
45 dean/provost in order to discuss its concerns and make its reservations clear. The dean/provost
46 may then revise the Proposal in light of these recommendations and resubmit the Proposal to
47 Faculty Council for its final vote.
48

1 **4.7.4 Step 4**

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

9 The university president shall not make a decision without considering the statements submitted
10 by the tenured faculty members affected by proposed discontinuance or substantial reduction. The
11 university president shall either accept the Proposal or, under exceptional circumstances, revise
12 the Proposal and resubmit to Faculty Council for a vote within thirty calendar days of notification
13 of the Faculty Council decision.
14

15 Faculty Council will make the final decision on the Proposal.

16 **4.7.5 Step 5**

17 Should the Proposal be accepted by the university president, Faculty Council, within fifteen
18 calendar days, shall constitute a Termination Committee of three tenured faculty members; the
19 members shall be drawn from outside the affected college and shall not be affiliated with the
20 affected academic units or programs. Faculty members who hold administrative appointments at
21 the level of associate dean or above are ineligible to serve. The Termination Committee shall
22 select one of its own members as chair.
23

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

30 The tenured faculty members from affected units will be given the opportunity to submit written
31 statements, including CVs and other relevant materials that discuss their qualifications and the
32 rationale for their retention to the Termination Committee.
33

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

- 37
- 38 1. Program viability: faculty required for a viable academic program may be retained if the
39 program itself is not to be phased out. Quality of faculty performance may be considered
40 in evaluating whether a faculty member is required for a viable academic program. In
41 extraordinary circumstances, where a serious distortion of the academic program would
42 otherwise result, one or more non-tenured faculty members may be retained. In such
43 circumstances the Termination Committee must explain why a particular faculty
44 member's expertise is no longer needed. Materials submitted by the affected faculty
45 member(s) must be considered by the Termination Committee along with other relevant
46 material.
 - 47 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
2 defined first by rank and second by years in rank.
3

4 In evaluating the Termination Proposal and the application of the above criteria, the Termination
5 Committee will comply with the university's equal employment opportunity policies and
6 procedures.
7

8 The Termination Committee, within thirty calendar days of receiving the Termination Proposal,
9 will submit its recommendations to the provost, the deans of the affected units, the department
10 chairs or program heads, and the president of the Faculty Council.
11

12 The provost makes the final determination on termination. Only in rare instances and for
13 compelling reasons will the provost overturn a recommendation made by the Termination
14 Committee. If the provost's decision differs from the recommendation, the provost must prepare a
15 written explanation and provide it to the deans of the affected units, the department chairs or
16 program heads, and the president of the Faculty Council.
17

18 ***4.7.6 University Obligations upon Termination of Tenured Faculty***

- 19 1. If a tenured faculty member designated for termination believes he or she is qualified to
20 be transferred, he or she must identify at least one local academic unit or college. The
21 affected faculty member will have the opportunity to submit a written statement
22 regarding his or her fitness to serve as a tenured faculty member in each of the identified
23 units. The faculty member is entitled to attach to his or her written statement any relevant
24 documents or materials. The faculty member may describe any additional training that
25 might be appropriate. The faculty member has the right to access all relevant available
26 information within the university to assist in identifying the units in which he or she
27 would be qualified to serve and to assist in preparing the written statement. Within thirty
28 calendar days of receipt of the information from the university, the faculty member must
29 submit a request for transfer to each of the identified units.
30

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

- 35 a) Must call a meeting of all the eligible faculty of that unit to vote on the transfer of the
36 faculty member to that unit;
37 b) Must circulate, prior to that meeting, to all such eligible faculty, on a confidential
38 basis, the faculty member's written statement;
39 c) Must provide an opportunity for the faculty member to make an oral presentation to
40 the eligible faculty of the unit and to answer questions;
41 d) Must hold a vote of eligible faculty when a quorum is present. A majority vote of the
42 eligible tenured faculty in attendance is necessary and sufficient to accept the faculty
43 member.
44

45 Should more than one unit accept the faculty member, the faculty member must
46 select one. Upon the faculty member's selection of a unit for transfer, the provost will
47 take necessary steps to effectuate the transfer.
48

- 1 2. Should no unit accept the faculty member, the university will make every effort to place the
2 faculty member concerned in another suitable university position for which the person is
3 qualified. If placement in another university position would be facilitated by a reasonable
4 period of training, financial and other support for such training will be proffered.
5
- 6 3. If no position is available within the institution, with or without retraining, or if the faculty
7 member chooses not to pursue another position within the university, the tenured faculty
8 member's appointment will be terminated. The terminated tenured faculty member shall be
9 entitled to a severance payment equal to twenty-four months' contract salary and benefits.
10
- 11 4. The university is obligated not to approve new full-time faculty hires in a terminated faculty
12 member's areas of expertise (defined as courses that the faculty member has either previously
13 taught or is qualified and willing to teach in any academic unit) within a three-year period
14 unless the terminated faculty member has been offered reinstatement with reasonable time in
15 which to accept or decline. Within this three-year period, no more than three additional
16 quarter-length or two semester-length course sections per year may be offered by tenured or
17 non-tenured faculty within that faculty member's areas of expertise. In instances where the
18 university finds compelling need to offer more than three additional quarter-length or two
19 semester-length course sections per year in a terminated faculty member's areas of expertise
20 through the use of tenured or non-tenured faculty, the provost will bring a proposal to Faculty
21 Council for its approval.
22

23 ***4.7.7 Appeal of Termination***

24 A tenured faculty member notified of termination because of discontinuance or substantial
25 reduction of an academic unit or program has the right to appeal to a faculty committee regarding
26 the selection of his or her specific faculty appointment for termination. See Chapter 5.
27

28 **4.8 Termination of Tenured Faculty Due to Medical Leave Exceeding Thirty-Six** 29 **Months**

30
31 If illness or disability prevents a faculty member from performing his or her university
32 obligations and duties, the faculty member may request a medical leave under the university's
33 Family and Medical Leave Act policy and the Sick Pay, Short and Long Term Disability policy.
34 All medical leaves are subject to the policies and procedures of the applicable leave and benefit
35 programs, including physician certification of illness or disability and ability to return to work.
36 Information about university leave and benefit programs are described at the Human Resources
37 website.
38

39 A tenured faculty member who goes on approved Long Term Disability leave may resume his or
40 her university position at any time within thirty-six consecutive months of the first day of Short
41 Term Disability leave if the faculty member is able to fulfill his or her university obligations and
42 duties, with or without reasonable accommodation. If, after the thirty-six month period, the
43 tenured faculty member remains unable to fulfill his or her university obligations and duties, with
44 or without a reasonable accommodation, the tenured appointment may be terminated.
45

46 If a faculty member's appointment is terminated under this section and he or she thereafter
47 becomes able to return to work and resume the obligations and duties of a tenured faculty
48 member, and the faculty member's former appointment is vacant, he or she will be returned to the

1 former appointment at the same rank. If the former appointment is no longer available and there
2 is a vacant faculty appointment for which he or she is qualified, the university will give the
3 former faculty member's application strong consideration. Such a faculty member, if appointed,
4 shall be appointed at his or her prior rank and at the salary associated with the vacant faculty
5 appointment.

6
7 A tenured faculty member whose appointment is terminated under this section may appeal the
8 termination. See Chapter 5.
9

10 **4.9 Resignation**

11
12 A faculty member who wishes to resign shall do so by submitting a written notice of resignation
13 to the dean and local academic unit officer with a proposed effective date.
14

15 **4.10 Retirement**

16
17 A faculty member who wishes to retire shall do so by submitting a written notice of retirement to
18 the dean and local academic unit officer with a proposed effective date. DePaul University has no
19 mandatory retirement age for faculty.

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31

1 **CHAPTER 5. APPEALS AND GRIEVANCES**

2
3 Appeal procedures are limited to: dismissal or nonrenewal of contract for tenure-line faculty;
4 denial of tenure and promotion for tenure-line faculty; dismissal during the contract term for
5 term faculty, and non-reappointment of term faculty.
6

7 Grievance procedures are available to all faculty for issues other than denial of promotion and
8 tenure, dismissal, nonrenewal and non-reappointment. A grievance is a written complaint
9 concerning a decision made by a person with authority in the University. The grievance must be
10 filed by the individual 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 ***5.1.1 Appeals Committee and General Process***

17
18 The faculty member bears the burden of proof. Failure by the faculty member to submit requested
19 materials within designated deadlines shall constitute a failure to meet the burden of proof. The standard
20 of proof is preponderance of the evidence.
21

22 **5.1.1.1 Faculty Committee on Appeals**

23
24 The Faculty Committee on Appeals is a standing committee of the Faculty Council. It comprises twelve
25 tenured faculty members selected by the Faculty Council through the usual committee selection process.
26 If the committee finds that, in a given case, a member has either a conflict of interest or the appearance of
27 one, the committee will exclude the member from participation. Grounds for recusal include serving in
28 the appellant's local academic unit, participating in evaluation of the appellant, or having a significant
29 personal relationship with the appellant.
30

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

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

38 **5.1.1.2 Notification of Intent**

39
40 A faculty member begins an appeal by filing a written notice of intent to appeal with the president of
41 Faculty Council who will forward the notice to the chair of the Faculty Committee on Appeals. The notice
42 must specify the grounds for appeal. The appellant may not add or change appeal grounds after
43 submitting the notice of intent to appeal.
44

1 **5.1.1.3 Preliminary Review**

2
3 When a faculty member appeals, the Appeals Board will conduct a preliminary review to determine
4 whether the allegations as stated in the appeal, if fully substantiated after investigation, could reasonably
5 be found to establish one or more of the grounds for appeal. If one of the grounds is discrimination, the
6 Appeals Board must consult with the Office of Employee Engagement and Equal Employment
7 Opportunity or the Title IX Coordinator, as appropriate (“University EEO Resources”) before making a
8 determination on that ground. Each ground appealed requires a separate determination as to whether the
9 appeal will go forward on that ground. If, after the preliminary review, the Appeals Board determines
10 that an appeal should go forward on one or more grounds, it will then investigate the faculty member’s
11 allegations.
12

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

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

24 **5.1.1.4 Investigation and Determination**

25
26 If an appeal moves forward, the Appeals Board may request interviews with, and materials from, the
27 faculty member, the dean, and any evaluating committee. The Appeals Board may take any reasonable
28 action that it deems appropriate or helpful to its deliberations. In every case the Appeals Board must
29 interview the author of any report that recommended against renewal or promotion and tenure and any
30 academic officer who recommended dismissal. The Appeals Board is charged only with reviewing the
31 basis of the appeal; it does not perform an independent evaluation of the faculty member’s qualifications.
32 Each ground appealed requires a separate determination.
33

34 **5.1.1.5 Modified Procedures When Academic Freedom Violation is Alleged (Term Faculty)**

35
36 A term faculty member’s allegation of an academic freedom violation is serious, not to be made or
37 received lightly.
38

39 The university has no obligation to reappoint term faculty members beyond the terms of their contracts.
40

41 If a term faculty member alleges a violation of academic freedom, the Appeals Board will conduct a
42 preliminary review as described in Section 5.1.1.3. If the Appeals Board concludes that the appeal does
43 not satisfy the criteria for a violation of academic freedom, the faculty member will have the option to
44 submit a written response to the report which must be provided to the provost and the Appeals Board for
45 inclusion in the appeal record. The provost may affirm the Appeals Board’s recommendation or remand
46 the case to the Faculty Committee on Appeals. If the case is remanded, the Faculty Committee on
47 Appeals will assemble an alternate Appeals Board from the remaining members to investigate the faculty
48 member’s allegations.
49

1 If an appeal moves forward on this ground, the Appeals Board shall receive from the complaining term
2 faculty member a written statement indicating the basis for the academic freedom allegation. The
3 Appeals Board shall receive from the faculty member's dean a written statement of the reason(s) for the
4 challenged decision and/or a statement of the procedures followed in reaching the challenged decision.
5 The dean must submit these items to the Appeals Board within ten business days after the chair of the
6 Appeals Board requests them. The Appeals Board will afford the term faculty member and the dean the
7 opportunity to respond in writing and may also request further information.
8

9 For the Appeals Board to conclude that the challenged decision violated the faculty member's academic
10 freedom, a majority of the Board must find that the violation was the causal basis for non-reappointment
11 or termination.
12

13 The Appeals Board will prepare a written analysis and conclusion regarding the allegation of an academic
14 freedom violation. This written analysis and conclusion and all relevant documentation will be sent to the
15 provost for final decision, with copies to the faculty member and dean.
16

17 **5.1.1.6 Modified Procedures When Academic Freedom Violation is Alleged (Tenure-Line Faculty)**

18

19 A tenure-line faculty member's allegation of an academic freedom violation is serious, not to be made or
20 received lightly.
21

22 The university has no obligation to renew the contracts of untenured tenure-line faculty members.
23 Tenured faculty have the right to a continuous appointment except as provided in Chapter 4 of the Faculty
24 Handbook.
25

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

34 The appropriate academic officer (either the provost or the president) may affirm the Appeals Board's
35 recommendation or remand the case to the Faculty Committee on Appeals. If the case is remanded, the
36 Faculty Committee on Appeals will assemble an alternate Appeals Board from the remaining members to
37 investigate the faculty member's allegations.
38

39 If an appeal moves forward on this ground, the Appeals Board shall receive from the complaining faculty
40 member a written statement indicating the basis for the allegation of an academic freedom violation. The
41 Appeals Board shall receive from the faculty member's dean or provost, where applicable, a written
42 statement of the reason(s) for the challenged decision and/or a statement of the procedures followed in
43 reaching and reviewing the challenged decision. The dean or provost must submit these items to the
44 Appeals Board within ten business days after the request by the chair of the Appeals Board.
45

46 Upon receipt of the written statements, the Appeals Board will conduct a formal hearing in order to make
47 a recommendation on the alleged academic freedom violation.
48

49 The two parties have the following prerogatives in the formal hearing:
50

- 1 1. To obtain in advance of the hearing a list of witnesses the other party intends to call;
- 2
- 3 2. Upon written request, to inspect before the formal hearing all documents that the Appeals
- 4 Board in its prehearing meetings has collected and deemed relevant to its deliberations, in
- 5 a manner determined by the Appeals Board (provided that the Appeals Board shall
- 6 require both parties to keep the contents in strict confidence);
- 7
- 8 3. To select an academic advisor or counsel of their own choosing, provided that advisor or
- 9 counsel may not participate in the hearing but may be present;
- 10
- 11 4. To cross examine witnesses;
- 12
- 13 5. To have sufficient time to prepare evidence and to have adjournments upon the valid
- 14 claim of unforeseen occurrences during the hearing.
- 15

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

- 17
- 18 1. To decline to testify, without prejudice, at the hearing without restricting the prerogative
- 19 of supporting evidence;
- 20
- 21 2. To invite a representative of a responsible educational association as an observer to the
- 22 hearing.
- 23

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

- 25
- 26 1. It has the right to all the information and documents it needs, without being obligated by
- 27 strict rules of legal evidence and legal procedures, exercising due precaution not to
- 28 divulge the contents of documents normally considered confidential;
- 29
- 30 2. It may conduct prehearing meetings to clarify issues and otherwise provide for an
- 31 effective and efficient hearing;
- 32 3. It may take whatever time is required for a fair and complete hearing, while avoiding
- 33 unnecessary delays;
- 34
- 35 4. It may formulate its own additional rules of procedure not contrary to the procedures of
- 36 this document;
- 37
- 38 5. It shall keep a verbatim record of the hearings, which shall be available to the parties
- 39 without cost.
- 40

41 The university will assume all costs directly incurred by the hearing Appeals Board. If the faculty

42 member employs an attorney for the hearing, and the appeal is upheld, the university will reimburse the

43 faculty member for at least one-half of the reasonable legal expenses incurred during the formal hearing,

44 the precise proportion to be decided by the Appeals Board.

45

46 During the process of the hearing, neither party may make public statements about the proceedings. The

47 Appeals Board may make public statements regarding the status of the proceedings.

48

49 In order for the Appeals Board to come to the conclusion that the challenged decision violated the faculty

50 member's academic freedom, a majority of the Appeals Board must find that the violation was the causal

51 basis for the challenged decision.

1
2 The Appeals Board will prepare a written analysis and conclusion regarding the alleged academic
3 freedom violation. This written analysis and conclusion and all relevant documentation will be sent to the
4 provost or president, as appropriate, for final decision, with copies to the faculty member and dean.
5

6 **5.1.2 Tenure-Line Faculty Appeals**

7
8 Untenured tenure-line faculty may appeal:

- 9
10 1. Nonrenewal prior to the tenure decision (Section 5.1.2.1)
11 2. Dismissal during the contract period prior to tenure (Section 5.1.2.2)
12 3. Denial of promotion or tenure (Section 5.1.2.3)
13
14
15

16 Appeals Board recommendations on appeals for denials of promotion and tenure go to the president for
17 final decision. Appeals Board recommendations on other types of appeals for untenured tenure line
18 faculty go to the provost for final decision.
19

20 Tenured faculty may appeal:

- 21
22 1. Termination due to Medical Disability or for Medical Reasons (Section 5.1.2.4)
23 2. Termination due to Financial Exigency (Section 5.1.2.5)
24 3. Termination due to Discontinuance or Substantial Reduction of an Academic Unit
25 (Section 5.1.2.6)
26 4. Denial of Promotion (Section 5.1.2.3)
27
28
29
30

31 Tenured faculty may not appeal suspension or termination for misconduct but have the right to pre-
32 dismissal and pre-suspension hearings as described in Chapter 4.
33

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

36 **5.1.2.1 Nonrenewal of Untenured Tenure-Line Faculty Prior to the Tenure Decision**

37 Grounds for Appeal

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

- 40
41 1. The nonrenewal violated the faculty member's academic freedom.
42
43 2. The evaluation of the candidate deviated from procedures in the Faculty
44 Handbook or in college or local academic unit guidelines, and the deviation was material
45 to the final decision.
46
47 3. The nonrenewal was the result of discriminatory practices prohibited by

1 university policies or applicable federal, state, or local laws.
2

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

7 **Final Decision**

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

13 **Calendar for the Appeals Process**

14 By June 30, the faculty member must state his or her intent to appeal in writing to the provost and the
15 president of Faculty Council. By the first day of fall term of the following academic year, the faculty
16 member must submit the written appeal and all supporting documentation to the Faculty Council
17 President who will then forward it to the Appeals Board.
18

19 By September 30, the Appeals Board must establish a clear timeline for each case, which it will distribute
20 to the faculty member, the local academic unit officer, the dean, the provost, the Faculty Council
21 president, and when appropriate, University EEO Resources.
22

23 The Appeals Board must send its final written recommendation to the provost no later than January 15.
24 The provost must issue a final decision by January 31.
25

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

32 **5.1.2.2 Dismissal of Untenured Tenure-Line Faculty During the Term of a Probationary Period**
33 **Contract for Reasons Other than Misconduct**

34 Untenured tenure line faculty have no right of appeal under this section in cases in which they have had a
35 hearing under section 4.4

36 **Grounds for Appeal**

37 An untenured tenure-line faculty member may appeal dismissal during the term of a probationary period
38 contract. The appeal must be based on one or more of the following grounds:
39

- 40 1. The dismissal violated the faculty member's academic freedom.
- 41
- 42 2. The process by which the decision to dismiss was made applied inappropriate standards,
43 applied appropriate standards unfairly, or failed to meet reasonable standards of
44 thoroughness.
45

- 1 3. The dismissal was the result of discriminatory practices prohibited by university policies
2 or applicable federal, state, or local laws.
3

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

8 Final Decision

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

14 Calendar for the Appeals Process

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

21 At this preliminary review, the Appeals Board must establish a clear timeline for this appeal, which it
22 will distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
23 Council president, and when appropriate, University EEO Resources.
24

25 The written recommendation from the Appeals Board must be sent to the provost within 30 business days
26 of the preliminary review. The provost must issue a final decision no later than 10 business days after
27 receipt of the Appeals Board's written recommendation.
28

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

35 **5.1.2.3 Denial of Promotion or Tenure** 36

37 **Grounds for Appeal**

38 A faculty member may appeal the decision to deny an application for tenure or promotion. The appeal
39 must be based on one or more of the following grounds:
40

- 41 1. The decision violated the faculty member's academic freedom.
42
43 2. The evaluation of the candidate deviated from procedures in the Faculty
44 Handbook or in college or local academic unit guidelines, and the deviation was material
45 to the final decision.
46

- 1 3. The decision was the result of discriminatory practices prohibited by
2 university policies or applicable federal, state, or local laws.
3

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

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, the provost, and the relevant lower-level academic officers.
10 If the president affirms the appeal, he or she may determine the appropriate remedy for the matter based
11 on the facts and circumstances presented by the appeal, including but not limited to awarding tenure or
12 promotion. The president’s decision is final.

13 **Calendar for the Appeals Process**

14 By June 30, the faculty member must state his or her intent to appeal in writing to the president and the
15 president of Faculty Council. By the first day of fall term of the following academic year, the faculty
16 member must submit the written appeal and all supporting documentation to the Faculty Council
17 President who will then forward it to the Appeals Board.
18

19 By September 30, the Appeals Board must establish a clear timeline for each case, which it will distribute
20 to the faculty member, the local academic unit officer, the dean, the provost, the president, the Faculty
21 Council president, and when appropriate, University EEO Resources.
22

23 The Appeals Board must send its final written recommendation to the president no later than January 15.
24 The president must issue a final decision by January 31.
25

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

33 **5.1.2.4 Termination of Tenured Faculty Due to Medical Leave Exceeding Thirty-Six Months**

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
41 standards, applied appropriate standards unfairly, or failed to meet reasonable standards
42 of thoroughness.
43
44 3. The termination was the result of discriminatory practices prohibited by university
45 policies or applicable federal, state, or local laws.
46

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

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 and the relevant lower-level academic officers. If the
8 president affirms the appeal, he or she may determine the appropriate remedy for the matter based on the
9 facts and circumstances presented by the appeal. The president's decision is final.

10 Calendar for the Appeals Process

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

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

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

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.

32 **5.1.2.5 Termination of Tenured Faculty Due to Financial Exigency**

33 Grounds for Appeal

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

- 36
37 1. The selection of the area and type of retrenchment was not in accordance with the
38 procedures set out in Chapter 4, Section 4.6.
- 39
40 2. The selection of specific faculty appointments to be terminated was not in accordance with
the procedures set out in Chapter 4, Section 4.6.
- 41
42 3. The dismissal was the result of discriminatory practices prohibited by university policies
or applicable federal, state, or local laws.

1 4. The university failed to meet its obligations as specified in Section 4.6.6 of the Faculty
2 Handbook. A unit's vote not to accept the faculty member may be appealed only for failure
3 to satisfy one or more of the criteria listed in section 4.6.6 (1)(a-d).

4
5 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and will submit
6 its findings in a report to the faculty member, the provost, and the president that includes the majority and
7 any minority views. The faculty member will have the option to submit to the president, provost and dean
8 a written response to the report.
9

10 Final Decision

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

15 Calendar for the Appeals Process

16 Within 10 business days of being informed in writing of the dismissal, the faculty member must state his
17 or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20 business
18 days of submitting the written notice of intent to appeal, the candidate will submit his or her supporting
19 documentation. Within 10 business days upon receipt of this documentation, the chair will commence the
20 preliminary review by the Appeals Board.
21

22 At this preliminary review, the Appeals Board must establish a clear timeline for the appeal, which it
23 will distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
24 Council president, and when appropriate, University EEO Resources.
25

26 The written recommendation from the Appeals Board must be sent to the president within 30 business
27 days of the preliminary review. The president must issue a final decision no later than 10 business days
28 after receipt of the Appeals Board's written recommendation.
29

30 All review procedures are to be carried out as expeditiously as reasonably possible, consistent with
31 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above
32 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or
33 Fall and Spring semesters — and are to be construed as recommended maximums. However, a failure by
34 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,
35 shall result in forfeiture of all review rights.
36

37 **5.1.2.6 Termination of Tenured Faculty Due to Discontinuance or Substantial Reduction of an** 38 **Academic Unit**

39 Grounds for Appeal

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 the selection of his or her specific faculty appointment
42 for termination. The appeal must be based on one or more of the following grounds:
43
44
45

- 1 1. The selection of specific faculty appointments to be terminated was not in accordance
2 with the procedures set out in Chapter 4, Section 4.7.
- 3
- 4 2. The dismissal was the result of discriminatory practices prohibited by university policies
5 or applicable federal, state, or local laws.
- 6
- 7 3. The university failed to meet its obligations as specified in Section 4.7.6 of the Faculty
8 Handbook. A unit's vote not to accept the faculty member may be appealed only for
9 failure to satisfy one or more of the criteria listed in Section 4.7.6 (1)(a-d).
- 10
- 11 4. The termination decision violated the faculty member's academic freedom.
- 12

13 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and will submit
14 its findings in a report to the faculty member, the provost, and the president that includes the majority and
15 any minority views. The faculty member will have the option to submit to the president, provost and dean
16 a written response to the report.
17

18 Final Decision

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

23 Calendar for the Appeals Process

24 Within 10 business days of being informed in writing of the termination, the faculty member must state
25 his or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20
26 business days of submitting the written notice of intent to appeal, the candidate will submit supporting
27 documentation. Within 10 business days upon receipt of this documentation, the chair will commence the
28 preliminary review by the Appeals Board.
29

30 At this preliminary review, the Appeals Board must establish a clear timeline for the appeal, which it will
31 distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
32 Council president, and when appropriate, University EEO Resources.
33

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

41 ***5.1.3 Term Faculty Appeals***

42

43 Term faculty are limited to appeals of: (1) major sanctions during the contract term, and (2) non-
44 reappointment on the grounds of a violation of academic freedom or discrimination in violation of
45 university policies or federal, state, and local laws.
46

47 **5.1.3.1 Major Sanctions within the Contract Period**

1 **Grounds for Appeal**

2
3 The appeal must be based on one or more of the following grounds:

- 4
5 1. The major sanction violated the faculty member's academic freedom.
6
7 2. The process by which the major sanction was imposed applied inappropriate standards, applied
8 appropriate standards unfairly, or failed to meet reasonable standards of thoroughness.
9
10 3. The imposition of the major sanction was the result of discriminatory practices prohibited by university
11 policies or applicable federal, state, or local laws.
12

13 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and submit its
14 findings in a report to the faculty member, the dean, and the provost that includes the majority and any
15 minority views. The faculty member will have the option to submit to the provost and dean a written
16 response to the report.
17
18

19 **Final Decision**

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

25 **Calendar for the Appeals Process**

26 Within 10 business days of being informed in writing of the dismissal, the faculty member must state his
27 or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20 business
28 days of submitting the written notice of intent to appeal, the candidate will submit their supporting
29 documentation. Within 10 business days upon receipt of this documentation, the chair will convene the
30 preliminary review by the Appeals Board.
31

32 At this preliminary review, the Appeals Board must establish a clear timeline for the appeal, which it will
33 distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty
34 Council president, and when appropriate, University EEO Resources.
35

36 The written recommendation from the Appeals Board must be sent to the provost within 30 business days
37 of the preliminary review. The provost must issue a final decision no later than 10 business days after
38 receipt of the Appeals Board's written recommendation.
39

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

1 **5.1.3.2 Non-Reappointment of Term Faculty**

2 **Grounds for Appeal**

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

- 5
- 6 1. The non-reappointment violated the faculty member’s academic freedom.
 - 7
 - 8 2. The non-reappointment was the result of discriminatory practices prohibited by university
9 policies or applicable federal, state, or local laws.

10

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

15 **Final Decision**

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

21 **Calendar for the Appeals Process**

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

26

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

30

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

33

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

40

41 **5.1.4 Adjunct Faculty Appeals**

42

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

45

46 **5.1.4.1 Suspension or Dismissal During the Contract Period**

1
2 **Grounds for Appeal**

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

- 4
5 1. The suspension or dismissal violated the faculty member's academic freedom.
6
7 2. The process by which the suspension or dismissal was imposed applied inappropriate standards,
8 applied appropriate standards unfairly, or failed to meet reasonable standards of thoroughness.
9
10 3. The imposition of the suspension or dismissal was the result of discriminatory practices prohibited by
11 university policies or applicable federal, state, or local laws.
12

13 As outlined in Section 5.1.1.1, the Appeals Board will include three tenured faculty members. For an
14 adjunct faculty appeal, the Faculty Committee on Appeals will select an adjunct faculty member who will
15 act as a non-voting consultant to the Appeals Board. The role of the consultant will be to provide
16 expertise on issues that uniquely affect adjunct faculty.
17

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

23 Final Decision

24 The final decision on the appeal rests with the provost. The provost must state the grounds for his or her
25 decision in writing to the adjunct faculty member and the dean. If the provost grants the appeal, he or she
26 may determine the appropriate remedy for the matter based on the facts and circumstances presented by
27 the appeal. If the appeal is granted, the adjunct faculty member will be paid the amount due under the
28 original contract appointment. The provost's decision is final.
29

30 Calendar for the Appeals Process

31 Due to the timing of adjunct faculty appointments, which frequently occur on a term-by-term basis, an
32 expedited appeals process is necessary.
33

34 Within 5 business days of being informed of the suspension or dismissal, the adjunct faculty member
35 must write to the provost and the president of Faculty Council, stating the adjunct's intent to appeal.
36 Within 10 business days of submitting the written notice of intent to appeal, the adjunct faculty member
37 will submit his or her supporting documentation. Within 5 business days of receipt of this
38 documentation, the chair of the Faculty Committee on Appeals will convene the preliminary review by
39 the Appeals Board.
40

41 The written recommendation from the Appeals Board must be completed and sent to the provost within
42 10 business days of the preliminary review. An allegation of discrimination will follow the timeline used
43 in University EEO Resources. The provost must issue a final decision no later than 5 business days after
44 receipt of the Appeals Board's written recommendation.
45

46 All review procedures are to be carried out as expeditiously and reasonably as possible, consistent with
47 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above are
48 to be construed as maximums.
49

1 A failure by the affected adjunct faculty member to adhere to any time guidelines, except under
2 extraordinary circumstance, shall result in forfeiture of all review rights. A failure by the Appeals Board
3 or provost to adhere to any time guidelines, except under extraordinary circumstances, shall result in the
4 adjunct faculty member being paid the amount due under the original contract appointment.
5

6 **5.1.5 Other Faculty**

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

9 **5.2 Grievances**

10
11 Grievance procedures are available to all faculty (including all full-time and adjunct faculty) for issues
12 other than denial of promotion and tenure, dismissal, nonrenewal, and non-reappointment. The grievance
13 must be filed by the individual adversely affected by the decision.
14

15 Grievances are to be conducted in accordance with the procedures specified below.
16

17 **5.2.1 Definition**

18
19 A grievance is a written complaint concerning a decision made by a person with authority in the
20 university. Grievances are limited strictly to the questioned decision and are open only to the persons
21 directly and adversely affected by that decision. Grievances may not be used to question or change policy.
22 A decision being grieved remains in effect unless the decision is suspended.
23

24 A decision is grievable if it meets all of the three following criteria:
25

- 26 1. It adversely affects the interests of an individual;
- 27 2. The affected individual is being treated differently from other persons of similar
28 circumstances or the decision violates any policy of the university or the relevant academic unit;
29 and
- 30 3. There is insufficient justification for the different treatment or the failure to comply with
31 policy.
32

33
34 Specifically outside the scope of the grievance process are:
35

- 36 1. University policies.
37
- 38 2. Policy crafted by a deliberative faculty body.
39
- 40 3. Allegations of violations of the university's Anti-discrimination and Anti-harassment
41 policy, which are handled by University EEO Resources.
42

43 Persons involved in the grievance process may share information concerning the process and substance of
44 a grievance with other persons having a legitimate need for the information. Wider distribution creates
45 potential risks to fairness and privacy. The grievance process is a key element of the university's shared
46 governance. Deterioration of fairness and privacy, or even the perception of deterioration, would
47 undermine the effectiveness of the university's faculty grievance process.
48

1 A tenured faculty member has the right to a formal grievance hearing after the fact if suspended by the
2 provost without a prior hearing (Chapter 4, Section 4.4).
3

4 **5.2.2 Procedures for Faculty Grievances**

5
6 Prior to initiating a formal grievance, a faculty member should seek to resolve complaints with the
7 individual who made the decision in question.
8

9 A formal grievance must be filed in writing with the faculty member's dean within 60 days after
10 communication of the decision.
11

12 The grievance procedure has two steps:
13

- 14 1. Formal administrative grievance process
- 15
- 16 2. Faculty Grievance Board process
- 17

18 Faculty grievances begin with formal administrative process. This must be completed before the faculty
19 member proceeds to the Faculty Grievance Board.
20

21 If a faculty member alleges discrimination at any point in a grievance, the dean or the Grievance Board
22 must refer the grievance to University EEO Resources which, in consultation with the dean (if raised
23 during the formal administrative process) or Grievance Board (if raised during the Grievance Board), will
24 conduct an investigation and submit a report to the dean or Grievance Board in a timely manner.
25

26 **5.2.2.1 Administrative Grievance Process**

27
28 The dean of a college conducts the formal administrative grievance process. If the grievance challenges a
29 decision of the faculty member's dean, the grievance will be heard by another dean selected by the
30 provost with approval of the aggrieved faculty member.
31

32 Throughout the formal administrative grievance process, the burden of proof rests on the faculty member.
33

34 The faculty member must submit to the dean hearing the grievance a written statement explaining:
35

- 36 1. the precise nature of the grievance
- 37
- 38 2. information and evidence supporting the faculty member's position
- 39
- 40 3. a description of all informal attempts to resolve the complaint and the reasons why any
41 proposed resolutions identified during the informal procedures were unsatisfactory to the
42 faculty member, and
- 43
- 44 4. the remedies that the faculty member would consider satisfactory.
- 45

46 At the same time, the faculty member will provide a copy to the individual whose decision is being
47 challenged. That individual may submit a written statement to the dean within ten business days of
48 receipt of the faculty member's statement, with a copy to the faculty member.
49

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

5
 6 Either party may appeal the dean's decision to the provost within ten business days of receiving the
 7 decision. The appeal must be in writing and supported by reasons for not accepting the dean's decision.
 8 The appealing party must provide the other party with a copy of the appeal to the provost. The provost
 9 may conduct another review and will enter a written decision, within thirty calendar days after receipt of
 10 the appeal. The provost must send the written decision to both parties.
 11

12 **5.2.2.2 Grievance Board Procedures**

13
 14 If the faculty member who filed the grievance is unsatisfied with the provost's decision, he or she may,
 15 within ten business days of receiving the provost's decision, refer that decision to the judgment of faculty
 16 peers. The faculty member must submit a written request to the president of the Faculty Council to direct
 17 the Faculty Council Committee on Committees to select three tenured faculty members to serve as a
 18 Grievance Board. For a term or adjunct faculty grievance, the Committee on Committees will select a
 19 corresponding term or adjunct faculty member who will act as a non-voting consultant to the Grievance
 20 Board. The role of the consultant will be to provide expertise on issues that uniquely affect adjunct or
 21 term faculty. Faculty chosen for the Grievance Board may not serve in a grievant's local academic unit or
 22 have a significant personal relationship with the grievant. In cases brought to a Grievance Board, the
 23 burden of proof rests on the faculty member to establish that the administrative decision was unfair.
 24

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

31 Preliminary Review

32 Upon receipt of the faculty member's grievance submission, the chair of the Grievance Board shall
 33 schedule the grievance for a preliminary review by the Grievance Board as soon as practicable. The
 34 Grievance Board has sole and unreviewable discretion whether to schedule the preliminary review
 35 meeting during the spring or summer break or wait until the university is back in regular session.
 36

37 At the preliminary review meeting, the Grievance Board will determine:

- 38
- 39 1. whether the grievance is timely;
- 40
- 41 2. whether the matter grieved about is grievable under the procedures;
- 42
- 43 3. whether the formal administrative grievance process has been followed; and
- 44
- 45 4. whether the grievance materials submitted to the Grievance Board, if fully
- 46 substantiated after investigation, could reasonably be found to satisfy the criteria set forth
- 47 in this chapter.
- 48

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 **Investigation and Review**

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

12
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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CHAPTER 6. FACULTY RIGHTS AND RESPONSIBILITIES

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4

1 **CHAPTER 6. FACULTY RIGHTS AND RESPONSIBILITIES**
2
3

4 DePaul University generally follows AAUP guidelines, except in instances where a policy is
5 otherwise defined in this Handbook.
6

7 **6.1 Academic Freedom**
8

9 DePaul accords academic freedom a prominent position as an integral part of the university’s
10 scholarly and religious heritage. The university attempts to create an environment in which
11 persons engaged in learning and research exercise this freedom and respect it in others as
12 contributing to the God-given dignity of individual persons and enhancing the academic process.
13 University precept and tradition protect this freedom from infringement. Not only the faculty but
14 also students and other members of the university community enjoy this freedom as they
15 participate in the various forms of open inquiry and debate, as for example, classroom
16 presentation and discussion, research and publication, public statements made as a citizen in
17 one’s own name, and other forms of creative expression.
18

19 DePaul University is guided by the AAUP 1940 Statement of Principles on Academic Freedom
20 and Tenure (with 1970 Interpretive Comments). However, the university expressly reserves the
21 right to amend, alter, modify, and delete the same with the assent of the Faculty Council.
22

23 **6.2 Diversity Guidelines**
24

25 DePaul University has a long-standing commitment to ethnic and cultural diversity of its faculty,
26 staff, and student body. As a university with a strong Catholic and Vincentian heritage, this
27 commitment is particularly integral to our mission. It is also recognized that a multicultural
28 experience is an essential part of DePaul.
29

30 Consistent with the Catholic and Vincentian heritage, DePaul University is committed to
31 preserving an environment that respects the personal rights and dignity of each member of the
32 community. Therefore, DePaul University does not tolerate harassment or discrimination, as, for
33 example, set forth in the Anti-Discrimination and Anti-Harassment Policy and Procedures.
34

35 **6.3 Academic Support**
36

37 ***6.3.1 Faculty Development and Research***

38 Since the university’s mission statement places “highest priority on programs of instruction and
39 learning.” To further this objective, university sponsors a variety of professional development
40 programs and awards recognizing outstanding achievement in teaching, scholarship, and/or
41 creative activities, and service. Development opportunities and awards include, among others:
42

- 43 • Paid faculty leaves
- 44 • University Excellence in Teaching Award
- 45 • Spirit of Inquiry Award

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

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

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

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

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

31 A more complete listing of professional development initiatives and guidelines can be found at
32 the Office of Faculty Development and Research.
33

34 **6.3.2 Memberships**

35
36 Although professional membership fees are the responsibility of individual faculty, the university
37 may reimburse individual a full-time faculty member up to \$50.00 per membership for up to three
38 professional organizations per year, provided that the faculty member pays the first \$25 of each
39 fee. The university does not pay for memberships in private clubs except with the president's
40 approval.
41

1 **6.3.3 Travel Expenses**

2
3 The university provides each academic unit with a travel budget to support faculty participation in
4 meetings of learned societies. Top priority for travel support belongs to the faculty member who
5 presents a paper, serves on a panel, acts as an officer of the society, represents the university (on
6 the authority or request of the chair or dean) in recruiting faculty, or serves in another official
7 capacity. Travel support is provided only from travel funds within the budget of the academic unit
8 and upon approval of the chair or dean, who is responsible for distributing travel funds among the
9 faculty who travel in an official role. Depending on the amount of money available in the travel
10 budget and the demands for these funds, the faculty members may receive partial or no support.

11
12 Travel compensation may be given for national or regional meetings. For meetings in the
13 metropolitan Chicago area, support is limited to incidentals such as registration fees. In all
14 instances, the university reimburses actual expenses for allowable items.

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

21
22 **6.4 Faculty Responsibilities**

23
24 Membership in the academic profession, in professional societies and associations of higher
25 education, and in DePaul University entails special responsibilities. The more important of these
26 responsibilities are summarized here as a code of professional ethics. They are subject to
27 amendment from time to time through appropriate university action. Failure to comply with these
28 responsibilities renders a faculty member liable to appropriate sanction within the procedural
29 safeguards and provision for peer judgment.
30

31 **6.4.1 Members of the Academic Profession**

32
33 As a member of the academic profession, the faculty member has these obligations:

- 34
35 1. To seek truth; to improve scholarly competencies for this purpose; to engage in
36 productive scholarship, research or other creative activities; and to uphold the scholarly
37 standards of one's academic discipline.
38 2. To practice intellectual honesty; to acknowledge academic debts to others; and to
39 exercise impartiality in passing professional judgments on colleagues.
40 3. To respect the rights of other persons to hold and express different intellectual positions;
41 and to protect the rights, well-being, and privacy of persons involved in scientific inquiry.
42 4. To be accurate in making public statements in one's own name and to be mindful that in
43 making such statements the public may judge the faculty member's profession and
44 institution from these statements.

1

2 **6.4.2 Members of DePaul University**

3

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

5

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

18

19 **6.4.3 Teacher of Students**

20

21 As a teacher, a faculty member has these obligations:

22

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

33

34 **6.4.4 Academic Administrators**

35

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

37

- 38 1. To establish adequate means of communication for matters that materially affect the
39 members of the particular academic unit and to be reasonably available for the faculty
40 and staff of the unit.

- 1 2. To provide opportunity for joint planning and effort where appropriate and to set up and
2 apply the structures necessary for joint action.
- 3 3. To make personnel decisions impartially; to give responses as soon as circumstances
4 allow; and to give reasons for refusing a request if asked to do so by the person refused
5 unless the disclosure of the reason would breach confidentiality.
- 6 4. To remain current with developments in higher education related to the sphere of the
7 particular administrative position.

8

9 **6.5 Instructional Responsibilities**

10

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

13 ***6.5.1 Class Attendance***

14

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

19

20 ***6.5.2 Class Cancellation***

21

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

26

27 ***6.5.3 Inability to Meet a Class/Substitute Teaching***

28

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

37

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

42

1 **6.5.4 Class Hours**

2
3 It is essential that students have a minimum of three hours of contact time per week with their
4 instructor in each four quarter hour course. Faculty members are expected to conduct class for the
5 full period and to begin and end at scheduled times.
6

7 **6.5.5 Syllabus Requirements**

8
9 All faculty are required to prepare written course syllabi for each course they teach at DePaul. At
10 a minimum, syllabi should contain the following information:
11

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

24 Each faculty member must, by the first class session, make available to each student a copy of the
25 syllabus that satisfies the guidelines outlined above. A copy must be submitted to the college or
26 school.
27

28 **6.5.6 Course Examinations**

29
30 In all courses at the midpoint of the quarter, students will be informed of their achievement to
31 date. Normally courses conclude with a final examination. To provide additional flexibility for
32 faculty members, a formal mid-term or final examination is not required if the instructor has other
33 comparable ways of evaluating student achievement.
34

35 **6.5.7 Time for Submitting Final Grades**

36
37 As a matter of administrative policy, all final grades are to be submitted within five business days
38 of the last examination in all academic units of the university, except for the College of Law,
39 which follows a different calendar.
40

41 **6.6 Workload**

1 **6.6.1 Faculty Assignments**

2
3 Formal assignments comprise only part of a faculty member's academic life. As professionals,
4 faculty members are expected to engage in many activities that are not official duties, particularly
5 those that contribute to the good of the public and the university, their academic discipline, and
6 their own professional development.
7

8 **6.6.2 Responsibility for Assignments**

9
10 The local academic unit officer makes faculty assignments, subject to approval by the dean.
11

12 **6.6.3 Teaching**

13
14 **6.6.3.1 Full-time and Part-time Faculty**

15
16 The primary function of DePaul University is instruction; hence, teaching constitutes the majority
17 of faculty assignments. The normal teaching load is nine full courses per academic year, usually
18 three per quarter. Exceptions may arise if, for example, the established policy of a given academic
19 unit or a particular faculty contract specifies the contrary. This load may be reduced if particular
20 faculty courses place especially extensive demands on faculty time or if faculty members receive
21 formal assignment in other functions. Only in exceptional instances is a faculty member asked to
22 teach more than a normal load. In such instances, the faculty member receives additional
23 compensation not less than the salary paid to a part-time faculty member for teaching a
24 comparable course.
25

26 A teaching assignment may include student advisement, which requires that faculty members
27 keep a sufficient number of regularly scheduled office hours at times that are of mutual
28 convenience and appropriate for the needs of the students. A teaching assignment also entails
29 services normally associated with faculty status and responsibilities. Supervision of independent
30 study is entirely voluntary and is not calculated as part of the teaching load. Faculty receive no
31 pay for supervising independent study. However, supervision of independent study is considered
32 as an element of faculty performance in evaluations for salary adjustment, contract renewal, and
33 tenure or promotion.
34

35 Faculty assignments to off-campus instruction generally are incorporated into the regular teaching
36 load, warranting no additional compensation. Part-time faculty may be assigned to off-campus
37 instruction on the same basis as on-campus assignments.
38

39 **6.6.3.2 Administrators**

40
41 Administrators may have teaching assignments; however, they normally are not entitled to
42 additional compensation for teaching. Administrators or staff personnel whose responsibilities do
43 not include teaching, and who almost invariably do not have faculty status, may, in special
44 instances, be assigned to teach a course. This teaching assignment is normally considered an

1 integral part of the person's responsibilities for which the university provides no additional
2 compensation.

3
4 Should another higher education institution invite an administrator to teach a course, he or she
5 would be under the same restrictions applicable to faculty teaching outside the university.

6
7 Administrative personnel who have faculty status may receive a teaching assignment during the
8 summer session. As the university considers the assignment to replace some administrative
9 functions during this period, the administrator is not entitled to additional compensation.
10

11 **6.6.3.3 Graduate Assistants and Fellows**

12
13 Assignment of full responsibility of teaching a course is limited to persons who have full-time or
14 part-time faculty appointments in the university. In exceptional cases a graduate assistant may be
15 given such an assignment if the graduate assistant is in a doctoral program and has already
16 successfully completed the Master's degree or its equivalent.
17

18 **6.6.3.4 Summer Session Assignments**

19
20 Faculty members with 10-month contracts may accept or decline courses offered to them during
21 the summer.
22

23 **6.6.4 Activities Outside the University**

24
25 Faculty members are encouraged to pursue activities outside the university that contribute to
26 DePaul's mission, including social, civic, and religious activities, and service to one's professions
27 and professional associations. However, because a full-time faculty appointment implies a full
28 commitment to DePaul University, outside activities must conform to the following limits:
29

- 30 1. They must not interfere with the faculty member's commitment to the full academic life
31 of the university, including teaching, research, student advisement, governance, and
32 related responsibilities.
 - 33 2. During the regular academic year, the faculty member must give precedence to university
34 responsibilities.
 - 35 3. Two additional limits apply to outside activities for which the faculty member receives
36 remuneration:
 - 37 • They must be professional activities that contribute to the professional development
38 of the faculty member or provide expertise to the community; and
39
 - 40 • Over the course of a year, they must not exceed the equivalent of one day per work
41 week.
42
- 43

- 1 4. The faculty member will arrange privately for whatever support services his or her
2 outside activities may require. Only with prior approval of the dean may a faculty
3 member enlist the services of university personnel or employ university supplies and
4 equipment for outside activities.
5
- 6 5. Each January, faculty members must submit an annual report on their work-related
7 activities with any outside firm, agency, or institution if they (i) serve on a continuing
8 basis as a consultant or in a similar role; (ii) are continuing members or officers of the
9 outside entity, or (iii) normally provide services for the outside entity at least once a
10 week, even if for less than a full day. The report goes to the dean, with a copy to the
11 local academic unit officer in colleges organized into departments.
12
- 13 6. The faculty member is primarily responsible for determining whether outside activities
14 are compatible with the responsibilities of a faculty member. Nevertheless, the dean must
15 ultimately decide whether a faculty member's outside activities conform to the limits
16 enumerated above. Deans may place specific restrictions on outside activities in order to
17 satisfy policy requirements.
18
- 19 7. Teaching at another higher education institution while under contract at DePaul is
20 permitted only in those specific instances for which the dean has given written approval.
21
- 22 8. Material violation of this policy is considered a violation of the faculty contract and could
23 be cause for abrogation of contract and termination of tenure in accordance with the
24 policies and procedures in Chapter 4.

25 **6.7 Leaves of Absence**

26
27 Leaves of absence may be granted for advanced study and research, a temporary position
28 elsewhere compatible with one held at DePaul, medical need or disability in accordance with
29 university policy, or personal reasons. The duration of a leave may be a full academic year or one
30 or more terms. Only in exceptional cases will a leave be granted for more than one year.

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

34 University sponsored paid leaves are available through the Quality of Instruction Council and the
35 University Research Council. These types of leaves have their own unique policies and
36 procedures. For further details, please see the guidelines and applications forms for the Quality of
37 Instruction Council and University Research Council.

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

41 The local academic unit officer, the college dean, and the provost must approve a leave. They
42 consider, among other factors, the effect of the faculty member's absence on the department or
43 college and the possibility of finding a qualified replacement on a temporary basis. In granting
44 leaves, the university accords priority to projects that will contribute to the faculty member's

1 professional development and to projects for which the faculty member has obtained funding
2 from external sources. The university does not normally grant simultaneous leaves to more than
3 one faculty member of an academic unit.

4
5 University policies and procedures on renewal and termination apply to faculty on leave.
6 Information regarding the continuation of employee benefits during a leave is available in the
7 Office of Human Resources and should be confirmed prior to the start of the leave.
8 If a college or department sponsors a separate leave program, a faculty member can obtain details
9 through the college or departmental office.

10 **6.8 Salaries**

11
12 The university makes decisions regarding salary in accordance with its budget guidelines.
13 Normally, salary decisions result in a merit increase and, when budgets permit, may include
14 increases for such things as equity and market adjustments. The salary recommendation is made
15 by the college dean.

16
17 Full-time faculty are paid on a biweekly basis in twenty-six payments per fiscal year. Part-time
18 faculty are paid biweekly during each quarter in which they are teaching (usually five pay periods
19 per quarter). During summer sessions, faculty are paid in two or three equal payments per
20 summer session. The Payroll Department determines payroll dates.

21

22 **6.9 Academic Policies**

23

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

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

34 **6.10 Establishing a New University Policy**

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

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

40