

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

3

4 1.1 Principles of Governance ..... 2

5 1.2 Governance Structure..... 2

6 1.2.1 Primary Responsibilities of the Faculty ..... 3

7 1.2.2 Participatory Responsibilities ..... 3

8 1.3 The Faculty Council and Its Delegated Authority ..... 4

9 1.3.1 Members of the Faculty Council..... 4

10 1.3.2 Officers of the Faculty Council..... 5

11 1.3.3 Meetings of the Council..... 6

12 1.3.4 Notice to the Faculty of Council Meetings ..... 6

13 1.3.5 Conduct of Meetings..... 6

14 1.3.6 Communication of Decisions..... 7

15 1.3.7 Responsibility to the Faculty..... 7

16 1.4 Committees of the Faculty Council ..... 8

17 1.4.1 General Duties of Committees..... 8

18 1.4.2 Standing Committees of the Faculty Council ..... 8

19 1.4.3 University Committees with Faculty Representation ..... 9

20 1.5 Amendment of the Faculty Handbook ..... 10

21

**SUPERSEDED**

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 President,  
18 the Provost, the Faculty Council, or on written petition to the Faculty Council by at least fifty full-time  
19 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 The Council shall include twenty-eight (28) full-time faculty members.

- 29
- 30 • Four (4) from the Diebhaus College of Business
- 31 • Two (2) from the College of Communication
- 32 • Three (3) from the College of Computing and Digital Media
- 33 • Two (2) from the College of Education
- 34 • Two (2) from the College of Law
- 35 • Six (6) from the College of Liberal Arts and Social Sciences
- 36 • Three (3) from the College of Science and Health
- 37 • Two (2) from the School of Music
- 38 • Two (2) from the School for New Learning
- 39 • Two (2) from The Theatre School
- 40

41 Members shall be elected by the full-time faculty of the various colleges and schools respectively. The  
42 term for a regularly elected member of Faculty Council shall be from September 1<sup>st</sup> of the calendar year  
43 in which he or she is elected until August 31<sup>st</sup> of the calendar year in which his or her term expires. Each

1 calendar year, unit elections for the regular seats and alternate seats held by members whose terms expire  
2 in that year shall take place on or after April 1<sup>st</sup> and by a date that will allow the results to be reported to  
3 the chair of the Committee on Committees for presentation at the June meeting of the Council. Members  
4 elected at that time shall begin their terms on September 1<sup>st</sup> of that year.

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

10  
11 The full-time faculty shall elect twenty-three (23) faculty members to serve as alternate members of the  
12 Council.

- 13
- 14 • Three (3) from the Driehaus College of Business
- 15 • Two (2) from the College of Communication
- 16 • Two (2) from the College of Computing and Digital Media
- 17 • Two (2) from the College of Education
- 18 • Two (2) from the College of Law
- 19 • Four (4) from the College of Liberal Arts and Social Sciences
- 20 • Two (2) from the College of Science and Health
- 21 • Two (2) from the School of Music
- 22 • Two (2) from the School for New Learning
- 23 • Two (2) from The Theatre School
- 24

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

28  
29 The Faculty Council Committee on Committees shall review the composition of Faculty Council  
30 membership by February 20<sup>th</sup> of every leap year and make a recommendation to Faculty Council during  
31 the subsequent March meeting to maintain or adjust the composition of membership to take effect for the  
32 coming academic year.

### 33 34 ***1.3.2 Officers of the Faculty Council***

35  
36 The Council shall elect a President as presiding officer, a Vice President, and a Secretary from among its  
37 elected members. These officers may be from any school or college. An additional officer shall be the  
38 Chair of the Committee on Committees, who shall be elected from among the COC members themselves,  
39 subject to the approval of Council.

40  
41 The Council President shall represent Council in university business that Council deems appropriate. She  
42 or he shall call the monthly meetings of Council, preside over Faculty Council Executive Committee  
43 meetings, and otherwise organize the business of Council in consultation with the other officers. The

1 Council President does not vote on Council resolutions except to break a tie vote or to create a tie vote. In  
2 the case of secret ballot, the President may vote on all matters on the secret ballot.

3  
4 The Vice President shall represent Council in university business deemed appropriate or in instances in  
5 which the President is unable to attend. The Vice President shall be the working liaison between Council  
6 and specific standing committees as designated by the President and shall organize the Faculty Council  
7 Executive Committee meetings.

8  
9 The Secretary shall keep the minutes at the Council meetings, monitor the website, maintain the archival  
10 records of Council, and report findings or decisions of Council to the appropriate administrative bodies  
11 for action.

12  
13 The Chair of the Committee on Committees shall organize the appointment of faculty (subject to  
14 Council's approval) to all faculty slots on university and Council committees. She or he shall maintain  
15 the records of current and previous faculty appointments, oversee the process of Council elections in the  
16 various colleges, and perform other organizational duties as designated by the President and the Faculty  
17 Council Executive Committee.

18  
19 The President, Vice President and Secretary of the Council shall be elected at each June meeting. It is not  
20 precluded, but it is also not an assumption, that the Vice President will necessarily succeed the President.  
21 Terms for all officers are one year, subject to re-election. The President and Vice President must  
22 collectively represent at least two (2) colleges or schools. Should any officer be unable to fulfill her or his  
23 term, the Committee on Committees shall determine by next Council meeting a proper process for  
24 succession.

### 25 26 ***1.3.3 Meetings of the Council***

27  
28 The Council shall generally meet on the first Wednesday of each month during the academic year  
29 (September through June, inclusively), and as needed at the call of the President of the university, the  
30 Provost, the President of the Council, or at the call of the majority of the Council members. Minutes of  
31 each meeting shall be sent promptly by the Council Secretary to all full-time faculty members.

32  
33 At least five days before every meeting, the Council Secretary shall send to Council members notice of  
34 the forthcoming Council meeting, together with documents pertaining to the agenda of the meeting,  
35 including the text of any proposed legislation.

### 36 37 ***1.3.4 Notice to the Faculty of Council Meetings***

38  
39 The Council Secretary shall send notice and agenda of each meeting of the Council for posting to each  
40 college or school, local academic unit or other appropriate academic unit of the university, together with  
41 documents pertaining to the agenda of the meeting, including the text of any proposed legislation.

### 42 43 ***1.3.5 Conduct of Meetings***

1 The presence of 50% or more of the voting eligible members of the Faculty Council shall constitute a  
2 quorum of the Council.

3  
4 Decisions are to be made by majority vote of the Council members present, provided that the votes in  
5 favor of a resolution shall number more than one-third of the voting eligible members.

6  
7 All faculty members may attend meetings of the Council, excluding executive sessions. Chairs of  
8 committees of the Faculty Council may offer motions and speak on behalf of their committees.

9  
10 The Council may, by decision of the President or a majority of the Council members present, permit other  
11 persons not on the Council to speak on agenda items.

12  
13 An executive session may be called by the President of the Faculty Council at his/her discretion, which  
14 may be overruled by a majority of the Faculty Council members present. Sessions dealing with matters  
15 involving the right to privacy of individuals normally shall be executive sessions. Executive sessions  
16 may be used for obtaining information and for deliberation; but final policy decisions shall be made in  
17 open Faculty Council meetings.

18  
19 **1.3.6 Communication of Decisions**

20  
21 All decisions and recommendations of the Faculty Council shall be forwarded to the president of the  
22 university (or the provost as designee) for approval.

23  
24 In the event the president of the university (or the provost as designee) disapproves any Faculty Council  
25 decision or recommendation, the president (or provost as designee) shall communicate the reasons to the  
26 Faculty Council.

27  
28 **1.3.7 Responsibility to the Faculty**

29  
30 The Council shall regularly send a summary of its actions to the provost, each college and school, or local  
31 academic unit, for posting. At the request of a majority of the members present, but no fewer than one-  
32 third of the total Council membership, any matter must be submitted to the faculty for consideration. The  
33 Council shall establish the manner by which the faculty shall vote by mail or otherwise on any such  
34 matter. A vote by the majority of the full-time faculty members of the university shall be binding on the  
35 Faculty Council.

36  
37 **1.3.8 Conduct of Meetings of the Council of the Whole**

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

1 **1.4 Committees of the Faculty Council**

2  
3 The Faculty Council is empowered to establish committees of the Faculty Council. The Faculty Council  
4 appoints the members of the Committee on Committees from among the members of Faculty Council.

5  
6 Membership on other Faculty Council committees is not limited to Faculty Council members. The  
7 Faculty Council shall prescribe the terms of office for members of all committees. In the case of standing  
8 committees, the terms of office shall normally be staggered to permit a reasonable degree of continuity.

9  
10 The Faculty Council shall prescribe the duration of any ad hoc committees. Any standing or ad hoc  
11 committee which fails to meet or does not otherwise act or file a report for a period of one year shall be  
12 discontinued automatically.

13  
14 Each committee of the Faculty Council shall select its own chair. With the approval of the Committee on  
15 Committees, each committee may appoint sub-committees from its own members or from among other  
16 members of the full time and part time faculty and such members of the administration, staff, and students  
17 as shall be helpful in its deliberations.

18  
19 **1.4.1 General Duties of Committees**

20  
21 Committees shall recommend to the Faculty Council new policies and changes in policies in their areas of  
22 responsibility.

23  
24 They shall receive and consider proposals in their areas of responsibility from the Faculty Council, the  
25 administration, Student Association, staff, and other relevant sources. Committees shall present their  
26 recommendations to the Faculty Council. In their deliberations, committees and sub-committees shall  
27 seek advice, information, or materials from other members of the university community.

28  
29 They shall review annually sections of the Faculty Handbook pertaining to their areas of concern and  
30 make recommendations for revision.

31  
32 They shall meet frequently and maintain liaison with appropriate committees and groups established by  
33 the academic units, the Student Association, the Staff Council, and other university constituencies.

34  
35 **1.4.2 Standing Committees of the Faculty Council**

36  
37 Currently the Faculty Council has eleven (11) standing committees:

38  
39 **Faculty Council Executive Committee (FCEC)**

40 Purpose: Serve as a liaison between the Faculty Council and the President of the university, the Provost,  
41 and the Academic Council to facilitate communication on a regular basis.

42  
43 **Committee on Academic Policy (CAP)**

1 Purpose: Review and recommend academic policies in the areas of academic standards, academic support  
2 systems, and enrollment management, including admissions and financial aid.

3  
4 **Committee on Committees (COC)**

5 Purpose: Recommend faculty appointments to Faculty Council committees and to university-wide  
6 committees and boards; conduct annual elections of the Faculty Council.

7  
8 **Committee on Curriculum and Programs (CCP)**

9 Purpose: Initiate and/or approve proposals for major changes in the curriculum of the university,  
10 especially new programs and altered degree requirements for established programs.

11  
12 **Committee on the Status of Faculty (SOF)**

13 Purpose: Propose and review policies and procedures relating to faculty appointment, promotion, tenure,  
14 retirement, separation, and conditions of full-time and part-time employment, including salary levels,  
15 fringe benefits, leaves, consultations, and inter-departmental compensation.

16  
17 **Faculty Council Budget Committee (FCBC)**

18 Purpose: Serve as liaison between the Faculty Council and the faculty members of the Strategic Resource  
19 Allocation Committee (SRAC), provide assistance to those members, and help specify faculty priorities in  
20 the budgeting process.

21  
22 **Faculty Council Physical Environment Committee (FCPEC)**

23 Purpose: Advise on the spatial needs and organizations of any new classroom construction or  
24 reconstruction, as well as advise on policy for the physical environment of the campuses and the potential  
25 destruction of DePaul buildings.

26  
27 **Promotion and Tenure Policy Committee (PTPC)**

28 Purpose: Review and develop policies on promotion and tenure at DePaul.

29  
30 **Faculty Council Committee on Research Policy (FCCORP)**

31 Purpose: Advise Faculty Council on all research policies that come before it, promote research initiatives  
32 within the university, and bring to the Council concerns involving the support and promotion of research  
33 throughout DePaul.

34  
35 **Committee on Learning and Teaching (COLT)**

36 Purpose: Examine institutional policies and structures for their impact on teaching and learning, support  
37 the scholarship and practice of teaching, and consider and advise on how technology affects the practice  
38 of teaching.

39  
40 **Liberal Studies Council (LSC)**

41 Purpose: Oversee the structure, content, and academic integrity of the general education program.

42  
43 **1.4.3 University Committees with Faculty Representation**

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

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

10 Faculty are represented on the following university committees and boards:  
11

- 12 • Academic Advising Awards Committee
- 13 • Academic Affairs Committee – Board of Trustees
- 14 • Academic Integrity Board and Academic Integrity Ombudspersons
- 15 • Academic Program Review Committee
- 16 • All-University Judicial Board
- 17 • Campus Recreational Advisory Committee
- 18 • Faculty Grievance and Appeals Panel
- 19 • Fair Business Practices Committee
- 20 • Grade Challenge Review Board
- 21 • Library Review Board
- 22 • Life-long Learning Committee
- 23 • Public Service Council
- 24 • Quality of Instruction Council
- 25 • Strategic Resource Allocation Committee
- 26 • Student Activity Fee Board
- 27 • Teaching, Learning and Technology Committee
- 28 • Tuition Pricing Committee
- 29 • University Athletic Board
- 30 • University Benefits and Compensation Committee
- 31 • University Board on Faculty Promotion and Tenure
- 32 • University Committee on International Programs
- 33 • University Institutional Animal Care and Use Committee
- 34 • University Institutional Review Board for the Protection of Human Subjects
- 35 • University Research Council
- 36 • University-wide Honors Program Committee

### 37

### 38 **1.5 Amendment of the Faculty Handbook**

### 39

40 The Faculty Handbook may be amended by the faculty. Changes to the Faculty Handbook take effect  
41 when accepted by the university president.  
42

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

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

**SUPERSEDED**

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

1  
2  
3  
4 2.1 Recruitment Policies ..... 2  
5 2.2 Initial Academic Appointments ..... 3  
6 2.2.1 General Criteria and Policies ..... 3  
7 2.2.2 Hiring With Tenure upon Initial Appointment ..... 4  
8 2.3 Full-Time Faculty Appointments..... 5  
9 2.3.1 Tenure-line Faculty ..... 5  
10 2.3.2. Term Faculty ..... 6  
11 2.3.2.1. Definitions and Scope ..... 6  
12 2.3.2.2 Term Faculty Ranks ..... 7  
13 2.3.2.3 Functional Titles ..... 7  
14 2.3.2.4 Responsibilities and Participation in Governance ..... 8  
15 2.3.2.5 Hiring and Contracts ..... 8  
16 2.3.2.6 Reappointment and Termination ..... 8  
17 2.3.3 Special Appointments ..... 9  
18 2.3.4 Annual Performance Review ..... 10  
19 2.4 Adjunct Faculty Appointments ..... 11  
20 2.4.1 General Principles ..... 11  
21 2.4.2 Retired Faculty ..... 11  
22 2.4.3 Professors Emeriti and Emeritae ..... 12  
23 2.5 Other Instruction-Related Positions ..... 12  
24 2.5.1 Academic Support Appointments ..... 12  
25 2.5.2 Graduate Assistants and Fellows ..... 12  
26 2.6 Change of Affiliation or Status ..... 12  
27 2.6.1 Change of Affiliation ..... 12  
28 2.6.2 Change of Status ..... 13  
29 2.7 Summer Session Appointments ..... 13  
30 2.8 Orientation of Faculty ..... 14  
31 2.9 Annual Reporting..... 14

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 used in 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 in 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
  - 36 • Permanently replace a tenure-line position;
  - 37 • Avoid adding new tenure-line positions when merited; or
  - 38 • Provide a safe harbor for faculty whose tenure status is in jeopardy. (Section 2.6.2)
- 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 he or she may reapply after two additional consecutive years of service.

#### 44 **2.3.2.6 Reappointment and Termination**

45  
46 Term faculty appointments carry no right of reappointment at the conclusion of a contract.  
47

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

5  
6 The dean or local academic unit officer shall give term faculty written notice of the decision for  
7 reappointment or non-reappointment by April 10. The faculty member may report failure to  
8 provide timely notice of the decision to the next level academic officer. That notice shall be  
9 provided within ten business days of the report of failure to provide timely notice.

10  
11 Consideration of a long-term appointment for a term faculty member shall include an evaluation  
12 by the unit (based on the unit's written personnel policies), an opportunity for the candidate to  
13 submit supporting documentation, a vote of the unit's tenure-line faculty, and review by the dean  
14 and provost.

15  
16 Non-reappointment of an instructor or professional lecturer shall involve input by the faculty of  
17 the local academic unit as specified in the unit's personnel policies. In the absence of such  
18 personnel policies regarding faculty input or review, the decision rests with the local academic  
19 unit officer. Non-reappointment of senior professional lecturers requires a formal review process  
20 by the unit.

21  
22 Term faculty may not grieve the university decision's not to reappoint. Term faculty may appeal  
23 the university's decision not to reappoint only on the grounds of academic freedom violation or  
24 discriminatory practices prohibited by university policies or applicable federal, state, or local  
25 laws. A term faculty member with a single-year appointment whose employment is terminated  
26 during the term of the appointment may not appeal or grieve the termination decision. A term  
27 faculty member with a multiple-year appointment whose employment is terminated during the  
28 term of the appointment may appeal the termination. Term faculty appeal procedures are detailed  
29 in Chapter 5.  
30

### 31 **2.3.3 Special Appointments**

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

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

### 43 44 **University Professor**

45  
46 The president may make special full-time university appointments. Such appointments are limited  
47 to (i) high-level administrative staff, the nature of whose responsibilities include supervision of  
48 academic policies or (ii) special honorific appointments in furtherance of the university's goals

1 and mission. Special appointments are made by a formal contract which indicates the scope of  
2 responsibilities and limitations attached to the appointment.

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

### 7 8 **Visiting Faculty**

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

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

22  
23 The College of Law, in keeping with the general practice of law schools, may use the title  
24 Visiting Assistant Professor for individuals hired at the rank of Instructor.

### 25 26 **Research Faculty**

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

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

### 46 **2.3.4 Annual Performance Review**

47

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

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

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

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

20 A faculty member with a formal faculty appointment in more than one academic unit shall be  
21 evaluated by the home unit and shall be evaluated independently by the second unit if it so  
22 chooses or if requested to do so by either the candidate or by the home unit.  
23

## 24 **2.4 Adjunct Faculty Appointments**

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

### 29 ***2.4.1 General Principles***

30  
31 The dean of a college appoints adjunct faculty to provide instruction in specific courses.  
32 Appointment of adjunct faculty should involve input by the local academic unit. The university is  
33 not obligated to reappoint adjunct faculty.

### 34 ***2.4.2 Retired Faculty***

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

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

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

#### 4 ***2.4.3 Professors Emeriti and Emeritae***

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

10  
11 Prior to the individual's retirement, the tenured members of the local academic unit may  
12 recommend the retiring faculty member for the honorary status of Professor Emeritus or  
13 Professor Emerita by sending a letter to the dean describing the person's contributions. The dean  
14 forwards his or her recommendation to the provost who, in turn, makes a recommendation to the  
15 president, who then makes the final appointment.  
16

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

#### 18 ***2.5.1 Academic Support Appointments***

19  
20 Members of the staff whose duties include teaching are not members of the full-time faculty.

#### 21 ***2.5.2 Graduate Assistants and Fellows***

22  
23 Graduate assistants and graduate teaching fellows are appointed by the appropriate dean on the  
24 recommendation of the local academic unit officer. They do not possess faculty status.  
25 The appointment of a graduate assistant or graduate teaching fellow is subject to the approval by  
26 the dean.  
27

### 28 **2.6 Change of Affiliation or Status**

#### 29 ***2.6.1 Change of Affiliation***

30  
31 With the written agreement of the faculty member, the faculty member's affiliation may be  
32 changed to a different local academic unit. The contract will reflect the new affiliation.  
33

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

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

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

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

### 11 **2.6.2 Change of Status**

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

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

20  
21 A change of status also occurs if a full-time or part-time faculty member who is not a tenure-line  
22 faculty member seeks to become a tenure-line faculty member. The change of status from non-  
23 tenure-line to tenure-line requires evidence of a national search or a request from the local  
24 academic unit's faculty for a waiver from a national search. A waiver request must come from a  
25 majority of the local academic unit's tenure-line faculty and be approved by the dean and the  
26 provost. The change of status from non-tenure-line to tenure-line also requires participation of the  
27 local academic unit's tenure-line faculty, including at least a majority vote of that faculty as  
28 determined by procedures laid out in the local academic unit guidelines and the Faculty  
29 Handbook.  
30

### 31 **2.7 Summer Session Appointments**

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

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

- 40  
41 1. Two courses running concurrently constitute a full load; the dean's explicit approval is  
42 required for any overload assignment.  
43 2. Faculty members receiving full summer compensation from an external grant may not be  
44 assigned summer courses unless such instruction is among the terms of the grant. Faculty  
45 members receiving partial summer compensation from an external grant may have a  
46 partial summer course assignment, provided that the combined compensation does not exceed the  
47 amount they could receive for a full summer course load.

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

3  
4 Within the standards set by general university policy, each college develops its own policy for  
5 determining the programs to be offered over the summer and for making summer session  
6 appointments.

7  
8 For summer students enrolled for semester credit (4.5 quarter hours), faculty are expected to  
9 assign additional work commensurate with the additional credit.

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

## 17 18 **2.8 Orientation of Faculty**

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

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

## 29 **2.9 Annual Reporting**

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

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

3  
4 3.1 Overview ..... 4  
5 3.2 Probationary Service ..... 4  
6 3.2.1 Length of Probationary Period ..... 4  
7 3.2.1.1 Assistant Professors Credit for Prior Service ..... 5  
8 3.2.1.2 Associate or Full Professors Credit for Prior Service ..... 5  
9 3.2.1.3 Non-tenure-line Full-Time Appointments ..... 5  
10 3.2.2 Leaves of Absence ..... 5  
11 3.3 Types of Review for Tenure-Line Faculty ..... 6  
12 3.3.1 Probationary Tenure-Line Reviews ..... 6  
13 3.3.1.1 Formal Tenure-line Probationary Reviews ..... 6  
14 3.3.1.2 Informal Tenure-line Probationary Reviews ..... 7  
15 3.3.1.3 The Tenure Review ..... 7  
16 3.3.2 Promotion in Rank ..... 7  
17 3.4. Criteria for Promotion and Tenure ..... 7  
18 3.4.1. Requirements by Rank ..... 7  
19 3.4.2 University-wide Criteria ..... 8  
20 3.4.2.2 Scholarship, Research, or Other Creative Activities ..... 9  
21 3.4.2.3 Service ..... 10  
22 3.4.3 Local Academic Unit and College Guidelines ..... 10  
23 3.4.4 Institutional Considerations ..... 11  
24 3.5 Process for Tenure and Promotion ..... 11  
25 3.5.1 General Principles ..... 11  
26 3.5.2 Processes Common to All Evaluation Levels ..... 14  
27 3.5.2.1 Signing Statement ..... 15  
28 3.5.2.2 Minority Report ..... 15  
29 3.5.3 Local Academic Unit ..... 15  
30 3.5.4 Local Academic Unit Is College ..... 15  
31 3.5.4.1 Personnel Committee (optional) ..... 16  
32 3.5.4.2 Tenured Faculty of the College ..... 16  
33 3.5.4.3 Dean ..... 16

1	3.5.4.4	Candidate Response to College Review.....	16
2	3.5.5	Local Academic Unit Is Not College .....	16
3	3.5.5.1	Local Academic Unit Personnel Committee (Optional) .....	17
4	3.5.5.2	Tenured Faculty of the Local Academic Unit.....	17
5	3.5.5.3	Local Unit Academic Officer (Unit Chair or Director).....	17
6	3.5.5.4	Candidate Response to Local Academic Unit Review .....	17
7	3.5.5.5	College-Level Personnel Committee .....	17
8	3.5.5.6	Dean .....	18
9	3.5.5.7	Candidate Response to College Review .....	18
10	3.5.6	University Review .....	18
11	3.5.6.1	University Board on Promotion and Tenure.....	18
12	3.5.6.2	Candidate Response to UBPT.....	18
13	3.5.6.3	Provost Decision .....	19
14	3.5.7	Detailed Procedures .....	19
15	3.5.7.1	Committees.....	19
16	3.5.7.2	Local Academic Unit (Not College) Personnel Committees .....	19
17	3.5.7.3	Tenured Faculty of the Local Academic Unit.....	19
18	3.5.7.4	College Personnel Committees.....	20
19	3.5.7.5	University Board on Promotion and Tenure .....	20
20	3.6	Materials .....	20
21	3.6.1	Dossier .....	21
22	3.6.1.1	Items Supplied By Candidate.....	21
23	3.6.1.2	Items Supplied by Academic Unit and College .....	21
24	3.6.1.3	Additions to the Dossier .....	21
25	3.6.2	External Letters.....	22
26	3.6.2.1	Authors of External Letters .....	22
27	3.6.2.2	External Letter Contents.....	23
28	3.6.2.3	Confidentiality of External Letters.....	23
29	3.6.2.4	Suggested Sample Letter.....	23
30	3.6.3	Student Input.....	24
31	3.6.3.1	Student Input Instrument.....	24
32	3.6.3.2	Evaluation and Submission of Student Input Data .....	25
33	3.7	Appeal.....	25
34	3.8	Schedule for Informal and Formal Reviews .....	26

1 3.9 Schedule for Promotion and Tenure ..... 27  
2  
3

**SUPERSEDED**

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 reappointment,  
14 promotion, and 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 reappointment or non-reappointment. In the final year of probationary service, the  
34 faculty member may apply for tenure and promotion. An unsuccessful candidate for tenure will  
35 not be offered a contract renewal, but will be offered a terminal contract of one year for the  
36 academic year 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  
40 upon return from the leave.  
41

42 Faculty sometimes request and are granted a personal leave that does not fall into any of the  
43 categories covered in the prior paragraph. If a candidate takes such a leave, the provost makes the  
44 decision on how the leave affects the probationary period. (Section 6.7.)  
45

1 **3.3 Types of Review for Tenure-Line Faculty**

2  
3 **3.3.1 Probationary Tenure-Line Reviews**

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

10  
11 Probationary reviews serve three major purposes:

- 12  
13 1. To assess the faculty member's progress toward promotion and/or tenure, measuring the  
14 individual against the established criteria  
15  
16 2. To provide clear and consistent guidance and develop priorities for the faculty member  
17 toward fully satisfying the criteria, and  
18  
19 3. To recommend for or against reappointment.  
20

21 Three types of probationary reviews apply to tenure-line faculty who are untenured: informal,  
22 formal, and the tenure review. (Section 3.8) Each evaluation leads to a decision for  
23 reappointment or non-reappointment.  
24

25 The dean normally makes a recommendation on an annual reappointment and non-reappointment. If  
26 the dean does not concur in the recommendation of a local academic unit, the dean shares his or  
27 her recommendation with the local academic unit. The local academic unit may appeal the dean's  
28 recommendation to the provost. In such cases, the dean and the department or unit provide the  
29 provost with written reasons for their respective positions. The provost makes the final decision  
30 and reports it to the candidate. A faculty member who is not renewed may file an appeal.  
31 (Chapter 5)  
32

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

35 **3.3.1.1 Formal Tenure-line Probationary Reviews**

36  
37 A formal probationary review is designed to prepare a faculty member for the tenure process and  
38 to document areas that need the faculty member's attention. In a formal review, the local  
39 academic unit considers the candidate's personal statement and CV, evidence of scholarship or  
40 documentation of creative activity, student evaluations, evidence of service, and other materials  
41 specified by policies of the local academic unit or college.  
42

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

1 provost with a recommendation regarding reappointment or non-reappointment. If a formal  
2 review raises serious concerns about the candidate's potential for attaining promotion or tenure,  
3 the local academic unit faculty, local academic unit officer, or dean may mandate that the next  
4 year's annual review be formal.  
5

### 6 **3.3.1.2 Informal Tenure-line Probationary Reviews**

7  
8 The purpose of an informal review is to recommend for or against contract renewal and to address  
9 progress towards tenure in review periods when a formal review is not conducted.

10  
11 In years in which a formal review is not conducted, the chair, dean, or, where applicable,  
12 appropriate committee conducts an informal review of the faculty member, according to  
13 processes specified in local academic unit or college policies, that results in a written  
14 recommendation to the provost, with a copy to the candidate.  
15

### 16 **3.3.1.3 The Tenure Review**

17  
18 The tenure review is the final review during the probationary period. It begins with the  
19 candidate's tenure application and concludes with the provost's decision to grant or deny tenure.  
20 It is a formal review involving university-wide consideration under detailed procedures. It  
21 includes solicitation of opinions from external reviewers and from students. The tenure review  
22 examines the faculty member's accomplishments and assesses the likelihood of future  
23 accomplishments.  
24

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

### 28 **3.3.2 Promotion in Rank**

29  
30 Ordinarily, an assistant professor applies for tenure and promotion simultaneously. The candidate  
31 receives either both promotion to associate professor and tenure or neither promotion nor tenure.  
32 Only an associate professor may apply for promotion for full professor.  
33

34 A faculty member ordinarily serves three to six years in a given rank before promotion. See  
35 Section 3.5.1.1 (m) for details.  
36

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

## 40 **3.4. Criteria for Promotion and Tenure**

### 41 **3.4.1. Requirements by Rank**

42  
43 **Assistant Professor.** The doctorate or terminal degree is required for this rank. Exceptions are  
44 made for candidates who have already attained recognition for scholarly or other relevant

1 professional achievements and who give promise of continued academic development. The  
2 assistant professor should demonstrate a potential for becoming an effective teacher, for pursuing  
3 scholarship, research, and/or other creative activities, and for service.

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

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

### 17 **3.4.2 University-wide Criteria**

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

#### 25 26 **3.4.2.1 Teaching and Learning**

27  
28 Effective teaching is the first requirement in decisions at all levels on appointment, retention,  
29 promotion, and tenure. Teaching evaluation must be done in a systematic, documented manner,  
30 including contributions from the candidate's students and peers. Effective teaching involves:

- 31 • Command of material
- 32 • Effective communication of subject matter
- 33 • Development and articulation of appropriate and thorough learning objectives for
- 34 each course taught
- 35 • Delivery of course content that is appropriate to the level of the course, its
- 36 description in the course catalog, and its student audience
- 37 • Probing and fair methods of evaluating students
- 38 • Success in bringing students to an acceptable level of performance and in
- 39 challenging them to grow intellectually and morally
- 40

41  
42 Instructional activities outside the classroom, such as course development, academic advisement,  
43 accessibility to students, supervision of independent study, and contributions to meeting  
44 departmental instructional needs, are also relevant.

1 **3.4.2.2 Scholarship, Research, or Other Creative Activities**

2  
3 Throughout their professional lives, all tenure-line faculty members should engage in scholarship,  
4 research, or other creative activities. Each requires disseminating the results of completed projects  
5 in academic and artistic arenas outside DePaul.  
6

7 The university evaluates untenured tenure-line faculty based on their total output of work.  
8

9 Scholarship, while including research, is a broader concept. Research traditionally refers to  
10 discovery using the disciplinary methodologies for investigation and production of new  
11 knowledge in the humanities, social and natural sciences, and mathematics. Research is usually  
12 shared through presentations at professional meetings and academic publications. Scholarship is  
13 a broader term encompassing the four separate but overlapping functions of a quality faculty  
14 member: discovery, integration, application, and teaching.  
15

- 16 • Original discovery advances knowledge within the context of a disciplinary field  
17 and practice, contributing significantly to knowledge and the intellectual life of  
18 the university. Research falls into the category of discovery.
- 19 • Integration develops knowledge through cross- and multi-disciplinary  
20 investigations, allowing new fields of inquiry to develop.
- 21 • The application of knowledge uses research findings in responsible ways to  
22 address contemporary societal problems through interaction with the larger  
23 community.
- 24 • The study of teaching experiences leads to the development of better pedagogical  
25 methods and tools.  
26

27 Creative activities refer to activities other than scholarship. Creative activities result in products  
28 in the fine arts, such as the visual arts, the literary arts, and the performing arts, and their  
29 combinations and supportive activities. These can also be addressed as objects of scholarship  
30 through any of the four functions listed above.  
31

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

- 33 • A current and complete curriculum vitae
- 34 • Copies of the project results where feasible
- 35 • Assessment of the contributions by professional peers and other experts in the  
36 field
- 37 • Self-assessment concerning scholarly or creative growth and development  
38

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

- 40 • Originality
- 41 • Contribution to knowledge
- 42 • Conceptual or artistic sophistication
- 43 • Intellectual rigor or artistic skills
- 44 • Effective application of knowledge to address human problems or needs
- 45 • Effective communication of knowledge to audiences beyond the classroom  
46

47 Scholarship or creative activities that cannot be evaluated by these criteria will not be considered  
48 for promotion and tenure. An academic unit may evaluate oral presentations or creative activities  
49 by various means including (but not limited to) listening to recordings, examining drafts, or

1 soliciting the views of other scholars (including other members of the DePaul faculty) who were  
2 in attendance.

3  
4 Activities conducted solely within the candidate's classes, or designed merely to keep a candidate  
5 abreast of scholarly development in a field, are considered in evaluating the candidate's teaching,  
6 not in evaluating his or her contributions in scholarship, research, or other creative activities.  
7

### 8 **3.4.2.3 Service**

9  
10 Service consists of documented activities that

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

17  
18 Service may be provided to the university, the profession, and the community. The amount and  
19 nature of service are correlated with academic rank.

20  
21 University service consists of contributions to the enhancement of the institution's internal  
22 processes and its relationships with external bodies. All faculty members must serve in their local  
23 academic unit (unless assigned to a position such as associate dean that precludes such service).  
24

25 Professional service consists of contributions to the organizations or associations of the faculty  
26 member's academic discipline or the profession. Professional service may have a component of  
27 scholarship or creative activities.  
28

29 Community service activities contribute to the public welfare outside the institution, consistent  
30 with the Vincentian tradition of DePaul University. Activities consistent with a faculty member's  
31 expertise but that could be done by someone without that expertise do not qualify as community  
32 service. In some instances, it will not be obvious whether an activity counts as community  
33 service. In those cases, it is the responsibility of the candidate to make the case demonstrating that  
34 the activity qualifies as service as the term is used here.  
35

### 36 **3.4.3 Local Academic Unit and College Guidelines**

37  
38 Local academic units and colleges have the responsibility to adopt written guidelines and policies  
39 for tenure-line faculty evaluation. These guidelines have two purposes: (1) they provide unit- or  
40 college-specific articulations of university-wide criteria based on the professional discipline,  
41 field, or interdisciplinary area; and (2) they describe unit- or college-specific procedures and  
42 processes used for promotion and tenure. The guidelines must be consistent with the university's  
43 criteria and procedures specified in this Faculty Handbook. In the absence of approved unit or  
44 college guidelines, the guidelines of the higher level will apply.  
45

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

48 Criteria

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

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

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

### 33 3.5.1.2 Guidelines Specific to Multi-Unit Appointments

- 34
- 35 a) If a faculty member has a formal appointment in more than one academic unit, the  
36 home academic unit specified in the appointment letter evaluates the candidate. The  
37 second unit evaluates the candidate if it so chooses, or if requested to do so by either  
38 the candidate or the home unit. The second unit conducts an independent evaluation  
39 and makes a recommendation based on the candidate's responsibilities in that unit.  
40 The second unit may review the reference letters and student input from the home  
41 academic unit. The report of the second unit will be forwarded to the home unit for its  
42 consideration and inclusion in the dossier.
- 43
- 44 b) A faculty member who changes formal appointments during the period under  
45 evaluation shall be evaluated by both academic units. Either unit may, upon request,  
46 have access to the other unit's documentation. Each academic unit sends the  
47 candidate's supporting documents and the unit's evaluation to the next higher level  
48 unit.
- 49

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

9 **3.5.2 Processes Common to All Evaluation Levels**

10  
11 At all levels of evaluation the following processes must be followed:

- 12  
13 a) Additions to the dossier may be made in accordance with the guidelines in this  
14 chapter.  
15  
16 b) The reviewing body's numerical vote must be reported to all subsequent levels.  
17  
18 c) All documents considered at each level must be passed on to subsequent levels. The  
19 candidate has access to all documents being considered, but the candidate's copies of  
20 the external reviewer letters must have the reviewer's identifying information  
21 redacted.  
22  
23 d) The local academic unit officer (e.g., department chair) or academic dean, as  
24 applicable, informs the candidate of the decision, numerical vote, and all grounds for  
25 the decision before transmitting the dossier to the next level.  
26  
27 e) All decisions or recommendations shall be reported promptly to the academic  
28 administrator of the prior level, along with the reasons for any recommendations  
29 differing from the prior level's recommendation.  
30  
31 f) All tenured faculty members of a candidate's local academic unit, members of the  
32 college personnel committee, and members of the UBPT are permitted and expected  
33 to vote by a secret ballot at a meeting in which the candidate's application is  
34 reviewed and discussed, exempting those faculty who may be unable to participate  
35 due to approved leaves of absence. Under no circumstances may a vote be cast  
36 through a proxy at any level in the retention, promotion or tenure process. However,  
37 faculty in absentia may vote only if they use technology that permits simultaneous  
38 participation in the review meeting and conveyance of their secret ballot at the time  
39 of the vote. Moreover, faculty who vote in absentia are required to have reviewed a  
40 candidate's materials before the academic unit's official vote. Only those faculty  
41 having a valid excuse as defined in the unit guidelines may attend and vote using  
42 technology. Likewise, no faculty member is permitted to add his or her vote or  
43 change his or her vote after the votes have been tallied.  
44  
45 g) The report on a recommendation shall fully discuss both strengths and weaknesses in  
46 the record so as to provide an explanation for positive and negative votes. All faculty  
47 participating in the decision will read the final report of the unit's recommendation  
48 and sign one of two forms. One form indicates that the faculty member agrees that  
49 the report accurately describes the discussion of the unit. The other form indicates

1 that the report does not accurately describe the unit's discussion. The faculty  
2 member's signature does not reflect his or her vote. Faculty who sign the form  
3 indicating inaccuracy of the report must provide a signed statement, known as a  
4 signing statement, explaining why they believe the report does not accurately  
5 describe the discussion. In the event a faculty member is unwilling or unable to sign  
6 one of the two forms, the report will go forward with an explanation from the person  
7 responsible for gathering the signatures.  
8

### 9 **3.5.2.1 Signing Statement**

10  
11 A faculty member who believes that an evaluation level report did not accurately reflect the  
12 discussion during deliberation for promotion or tenure must prepare a signing statement. The  
13 signing statement explains the individual's disagreement with the report's characterization of the  
14 meeting. It is restricted to how the evaluating unit or committee report allegedly mischaracterized  
15 the discussion. The statement may not present information or opinions about the candidate  
16 beyond those offered during the meeting. It need not indicate the author's position on the  
17 candidacy.  
18

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

### 22 **3.5.2.2 Minority Report**

23  
24 An allegation that an evaluating unit violated its guidelines, criteria, or processes, or those of the  
25 university, takes the form of a minority report.  
26

27 A minority report is restricted to how the evaluating unit or committee violated guidelines,  
28 process, or criteria. It may not present information or opinion about the candidate beyond that  
29 offered during the meeting.  
30

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

### 35 **3.5.3 Local Academic Unit**

36  
37 The local academic unit is the unit that conducts the first level of review in the promotion and  
38 tenure process. Some colleges are the local academic unit. In other colleges, the local academic  
39 unit might be a school, a department, or a program. A college may have departments that do not  
40 function as local academic units. For example, in the 2012-2013 academic year, the following  
41 colleges functioned as local academic units: College of Communication, College of Law, School  
42 of Music, The Theatre School, and The School for New Learning.

### 43 **3.5.4 Local Academic Unit Is College**

44

1 When the local academic unit is the college, the two levels of review are the college and the  
2 university. The college must follow uniform, written guidelines describing the evaluation process.  
3 Participation in the tenure and promotion review process is limited to tenured faculty.  
4

#### 5 **3.5.4.1 Personnel Committee (optional)**

6

7 A local academic unit may choose to convene a personnel committee consisting of a subset of the  
8 tenured faculty of the unit, excluding the dean. The committee must have at least three members.  
9 The personnel committee, if one exists, evaluates the candidate, votes by secret ballot, and  
10 submits a signed report for the dossier. The personnel committee vote cannot be used in lieu of  
11 any full tenured faculty vote.  
12

#### 13 **3.5.4.2 Tenured Faculty of the College**

14

15 The tenured faculty of the local academic unit evaluates the candidate, votes by secret ballot, and  
16 provides a report for the dossier. This report may adapt or adopt a personnel committee's report,  
17 but it must reflect the unit's discussion. Unit guidelines may limit the right to vote on a candidate  
18 to tenured faculty who hold a higher rank than the candidate. Members of the unit's personnel  
19 committee vote in the evaluation by the unit's tenured faculty.  
20

#### 21 **3.5.4.3 Dean**

22

23 The approved procedures of the local academic unit must stipulate whether the dean may attend  
24 the meeting of the tenured faculty of the college in the two-level process. If the dean attends, he  
25 or she may participate but not advocate or vote. The dean writes a separate report for the dossier  
26 expressing his or her evaluation.  
27

#### 28 **3.5.4.4 Candidate Response to College Review**

29

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

38 The next evaluation level is the university level.

#### 39 **3.5.5 Local Academic Unit Is Not College**

40

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

1

2 **3.5.5.1 Local Academic Unit Personnel Committee (Optional)**

3

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

9

10 **3.5.5.2 Tenured Faculty of the Local Academic Unit**

11

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

20

21 **3.5.5.3 Local Unit Academic Officer (Unit Chair or Director)**

22

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

26

27 **3.5.5.4 Candidate Response to Local Academic Unit Review**

28

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

36

37 **3.5.5.5 College-Level Personnel Committee**

38

39 In colleges with a college-level personnel committee, this committee conducts a separate  
40 evaluation of the candidate, votes by secret ballot, and writes a report for the dossier. The college  
41 personnel committee is a subset of the tenured faculty from the college with broad representation  
42 from different units within the college. The minimum number of members on any college  
43 personnel committee is five. Only tenure-line faculty may vote in membership elections for those  
44 committees that are elected. The college-level committee must have representation from tenured  
45 faculty at the rank of full professor. Members of the college personnel committee who voted at

1 the local academic unit may not vote at the college level. If so specified in the college's  
2 guidelines, the dean may participate in the meeting of the college personnel committee, but may  
3 not vote or advocate for or against a candidate. The report of the college personnel committee is  
4 provided to the dean of the college. There is no college-wide tenured faculty vote.

#### 5 **3.5.5.6 Dean**

6  
7 The dean provides a separate evaluation of the candidate for the dossier.  
8

#### 9 **3.5.5.7 Candidate Response to College Review**

10  
11 After the dean provides the candidate with all reports from the review, the candidate has the  
12 option to write a response which will be placed in the dossier for the UBPT. The response, if any,  
13 must be submitted to the Office of Academic Affairs and the dean at least two business days prior  
14 to the scheduled date of the candidate's hearing by the UBPT. The hearing must be scheduled to  
15 provide the candidate at least five business days to respond to the report. A response may address  
16 only the candidate's issues or concerns with the college's reports.  
17

18 The next evaluation level is the university review.

#### 19 **3.5.6 University Review**

##### 20 21 **3.5.6.1 University Board on Promotion and Tenure**

22  
23 The University Board on Promotion and Tenure (UBPT) evaluates the candidate, votes by secret  
24 ballot on tenure, promotion, or both and provides a written report summarizing the basis of its  
25 recommendation, including the vote count. In evaluating the candidate, the UBPT takes the  
26 following steps:  
27

- 28 a. Reviews the full dossier.
- 29  
30 b. Conducts a hearing, with five of the seven appointed faculty members  
31 constituting a quorum. The provost is expected to be present when a candidate is  
32 being reviewed. In exceptional circumstances, a designee may attend in the  
33 provost's absence. The candidate, the local academic unit officer (when  
34 applicable), and the college dean are expected to appear before the UBPT.  
35
- 36 c. Conducts a substantive review applying current university-wide standards and  
37 criteria for tenure and promotion.  
38
- 39 d. Examines the application of lower-level guidelines to the candidate.  
40
- 41 e. Prepares its recommendation, which it shares with the candidate and the provost.

##### 42 **3.5.6.2 Candidate Response to UBPT**

43  
44 The candidate has the option to write a response to the UBPT evaluation which will be added to  
45 the file and sent to the provost for his or her consideration. A response must focus only on issues

1 or concerns the candidate may have with the UBPT report. The deadline for this response appears  
2 in the calendar.

### 4 **3.5.6.3 Provost Decision**

5  
6 The provost makes the final decision on tenure or promotion. Only in rare instances and for  
7 compelling reasons will the provost overturn a promotion or tenure recommendation made by the  
8 UBPT.

9  
10 If the provost's decision differs from the UBPT recommendation, the provost must prepare a  
11 written explanation of the decision and provide it to the UBPT, the candidate, the dean, and the  
12 local unit academic officer (if different from the dean).

## 13 **3.5.7 Detailed Procedures**

### 14 **3.5.7.1 Committees**

15  
16 The following rules apply to the various committees conducting reviews for tenure and  
17 promotion.

18  
19 Only tenured faculty may sit on any committee evaluating a faculty member for tenure or  
20 promotion at any level of evaluation; only tenure-line faculty may vote in membership elections  
21 for those committees that are elected.

22  
23 Except where otherwise provided in this chapter, a local academic unit or college may adopt  
24 written standards for its evaluative committees that address tenure and promotion. The standards  
25 may address, among other topics:

- 26 • Committee membership
  - 27 • Criteria for chairing the committee
  - 28 • Rank and status of faculty who may elect members of the committee
  - 29 • Rank of members who may vote on promotion to full professor
  - 30 • Term length for committee membership
  - 31 • Process for election of the committee chair
- 32

### 33 **3.5.7.2 Local Academic Unit (Not College) Personnel Committees**

34  
35 Members must be tenured and at least associate rank. The committee must have at least three  
36 members. The tenure-line faculty of the local academic unit elect the personnel committee, and  
37 the personnel committee elects its chairperson. The local academic unit academic officer may not  
38 be a member of this committee. The officer may participate in committee meetings but shall not  
39 advocate for or against the candidate or vote.

40

### 41 **3.5.7.3 Tenured Faculty of the Local Academic Unit**

42  
43 All and only tenured faculty of at least associate rank are expected to participate in votes for  
44 tenure and promotion at the local academic unit level. For promotion to full professor, the local  
45 academic unit may limit votes to full professors. If the local academic unit has fewer than five

1 eligible tenured faculty members, the dean, after consultation with members of the unit, will  
2 appoint tenured faculty of the appropriate rank to the evaluation committee from related academic  
3 units.

4  
5 The tenured faculty of the local academic unit elect a chair to conduct these promotion and tenure  
6 meetings and to organize the reports. The chairperson may not be the local academic unit  
7 academic officer. If the local academic unit is not the college, the local academic unit officer  
8 may participate at promotion and tenure meetings but shall not vote or advocate for or against the  
9 candidate. If the local academic unit is the college, college procedures should stipulate whether  
10 the dean may attend the meeting of the tenured faculty. If the dean attends, he or she may  
11 participate but not advocate or vote for or against the candidate.  
12

### 13 **3.5.7.4 College Personnel Committees**

14  
15 Only tenured faculty may serve on a college personnel committee. College guidelines may limit  
16 the membership to full professors. College guidelines should also address how to convene an  
17 adequate number of full professors for deciding promotion to full professor. The minimum  
18 number of members on any college personnel committee is five. Terms are three years and are  
19 staggered. The committee members elect a chairperson for a one-year term. The chairperson  
20 conducts meetings of the committee and organizes the committee's reports. The dean shall not be  
21 the chairperson of the committee. The dean may participate in college personnel committee  
22 meetings but shall not vote or advocate for or against a candidate.  
23

### 24 **3.5.7.5 University Board on Promotion and Tenure**

25  
26 The UBPT members must be tenured full professors. Associate deans, deans, and local academic  
27 unit officers (e.g., department chair) are ineligible to serve. The seven members of the UBPT  
28 serve as representatives of disciplines across the university, not as representatives of their  
29 colleges. Members are selected by open nominations and self-nominations across colleges,  
30 reviewed by Faculty Council Committee on Committees, and interviewed and elected by Faculty  
31 Council. Terms are for three years and are staggered. The UBPT members elect a chairperson  
32 annually. The provost or his or her designee is expected to be present at all UBPT meetings where  
33 candidates are reviewed; he or she shall not vote or advocate for or against any candidate.  
34

35 The UBPT has two additional responsibilities. First, it reviews changes to evaluation guidelines,  
36 criteria and procedures developed by local academic units, departments, schools, and colleges for  
37 clarity and consonance with university-wide criteria. Second, at the conclusion of each year's  
38 proceedings, the UBPT shares any recommendations it may have with the provost regarding the  
39 board's future functioning.  
40

41 The provost and the chair of the UBPT refer any policy matter raised by UBPT members to the  
42 Faculty Council; the provost also makes available to the full faculty an annual statistical summary  
43 of the university's final tenure and promotion decisions.  
44

## 45 **3.6 Materials**

1 **3.6.1 Dossier**

2  
3 **3.6.1.1 Items Supplied By Candidate**

4  
5 A candidate for promotion and/or tenure supplies the following materials:

- 6  
7
  - 8 • Complete professional curriculum vitae, paginated with the candidate's name on each page
  - 9 • A statement of up to 3,000 words in which the candidate emphasizes those achievements or qualifications to which evaluators should particularly attend
  - 10 • Evidence of teaching effectiveness beyond course evaluations and peer reviews, including, at a minimum, selected syllabi, course assignments, and exams
  - 11 • Evidence of service, including, at a minimum, description of individual contributions and supporting documentation such as letters from committee chairs
  - 12 • Other evidence he or she may wish to submit, e.g., awards and special recognitions
  - 13 • A single copy of articles, papers, published manuscripts, video and audio recordings, and other examples of scholarship and creative activities

14  
15  
16  
17  
18

19 **3.6.1.2 Items Supplied By Academic Unit and College**

20  
21 The local academic unit and college committee add the following materials to the dossier:

- 22  
23
  - 24 • Local academic unit and college guidelines
  - 25 • The written recommendation(s) from the reviews conducted at each level, including signature forms
  - 26 • Signing statements and minority reports, if any
  - 27 • Candidate responses, if any
  - 28 • Data obtained by the college through the student input instrument
  - 29 • For tenure, an evaluation of the candidate's scholarship, research, and/or other creative activities by at least two external experts
  - 30 • For promotion to full professor, an evaluation of the candidate's scholarship, research, and/or other creative activities by a minimum of three external experts
  - 31 • For tenure decisions, all teaching evaluations for all courses. For promotion, all teaching evaluations while in current rank
  - 32 • Internal peer reviews of teaching, if any

33  
34  
35  
36

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

38  
39  
40 **3.6.1.3 Additions to the Dossier**

41  
42 Because of the length of the review process, it is possible that a candidate's record may change significantly or that other information pertinent to a case may come to light during the course of the review.

43  
44  
45  
46 After the initial submission of the dossier to the local academic unit, the candidate may request the addition of new information to the dossier at any level of the review process prior to the final

1 vote by the UBPT. The request for additions to the dossier must be made to the local unit  
2 academic officer and must include supporting documentation to verify the accuracy of the new  
3 information. The local academic unit officer must rule on the request within five business days of  
4 receiving it.

5  
6 The local unit academic officer will determine whether the new information should be added to  
7 the dossier based on one or more of the following criteria:

- 8
- 9 • The new information constitutes an update to the status of scholarly or creative work  
10 already mentioned in the dossier.
- 11 • The new information constitutes a significant development, such as the announcement of  
12 a major award or recognition, related to the candidate's work already reported in the  
13 dossier.
- 14 • The new information is not related to work previously reported in the dossier but, in the  
15 judgment of the local unit academic officer, may have significant impact on the outcome  
16 of the case.
- 17

18 The local academic unit officer of the originating unit must formally transmit all new material  
19 approved for addition to the dossier directly to the level at which the case is currently under  
20 review and include with the new material an explanation of the reason for the addition and at  
21 what level of review the new information became available. The entity currently reviewing the  
22 case should add these new items to the candidate's dossier, evaluate them along with the rest of  
23 the dossier, and provide them to subsequent levels of review.

24  
25 The local academic unit officer shall also supply copies of the explanatory memorandum to the  
26 candidate and to the individual in charge of each level already completed at the time the material  
27 is added.

### 28 29 **3.6.2 External Letters**

30  
31 By June 1, candidates must submit to the local academic unit officers their CV and selected  
32 publications/documentation of creative activities for transmittal to external reviewers. Local  
33 academic units should identify an initial list of potential external reviewers by June 15. Local  
34 academic units will ask external reviewers to prepare letters over the summer for receipt prior to  
35 candidate review in the fall.

#### 36 37 **3.6.2.1 Authors of External Letters**

38  
39 Local academic units should obtain letters from persons whose judgment is respected in the  
40 candidate's field of expertise and who can provide an impartial assessment of the candidate's  
41 scholarship or creative activities. The candidate may nominate external reviewers. The local  
42 academic unit may select from the candidate's nominations or from other sources. When  
43 identifying external reviewers, candidates and committees should take into account both the  
44 objectivity of the reviewer and the reviewer's rank, reputation, and stature. The local academic  
45 unit has full discretion in selecting external reviewers.

46  
47 If a candidate has done collaborative work, a separate set of letters can be solicited and submitted  
48 from collaborators in addition to, but not as a substitute for, the external review letters. The

1 university's letters to collaborators should request that they describe the division of labor and  
2 nature of the collaborative effort.  
3

#### 4 **3.6.2.2 External Letter Contents**

5  
6 The solicitation letter to a potential reviewer should be neutral, asking only for an objective  
7 assessment of the candidate's research or creative activities and requesting that the reviewer  
8 eschew advocacy for or against tenure and promotion. The solicitation letter should also ask the  
9 reviewer to explain the nature of the reviewer's relationship to the candidate. The letter should  
10 ask the evaluator to cover the following general ground:  
11

- 12 • the nature of the evaluator's professional interactions with the candidate
- 13 • the quality of the candidate's work
- 14 • the impact of the candidate's work

15  
16 Readers will disregard any portions of an external letter advocating for or against tenure and  
17 promotion.

#### 18 **3.6.2.3 Confidentiality of External Letters**

19  
20 Under Illinois state law, a candidate may see the contents of his or her personnel file, with an  
21 exception applicable to external review letters. To ensure that reviewers provide fully candid  
22 assessments, the university protects the identity of the external reviewers. Therefore, any citations  
23 of the external review letters in department or chair reports and the reports of subsequent  
24 reviewing levels must be redacted, eliminating any and all information that would identify the  
25 reviewer to the candidate. Local academic units must also ensure that external review letters  
26 given to the candidates are redacted to protect the authors' identities.  
27

#### 28 **3.6.2.4 Suggested Sample Letter**

29  
30 Dear Dr. AA:

31  
32 As you are a recognized authority in your field, I am writing to request your assistance. Dr. BB is  
33 due to be reviewed for promotion to Associate Professor in academic year YYYY-YYYY. I  
34 solicit your evaluation of the research [creative activities] of Dr. BB. Please only evaluate the  
35 candidate's research or creative activities and refrain from rendering a judgment on whether the  
36 candidate should be promoted or tenured. Your identity will be kept confidential to the extent  
37 legally practicable.  
38

39 In particular, please address the following:

- 40
- 41 • the quality of the publications or creative activities of the candidate
- 42 • the impact of the candidate's work
- 43 • the quality of the journals in which the candidate has published
- 44 • the nature of your professional interaction with the candidate, if applicable, and
- 45 • comments, should you have any, of the candidate's collaboration with other scholars in  
46 the field.  
47

1 To assist in your evaluation, I am enclosing the following information: Dr. BB's latest curriculum  
2 vitae; the three papers or book manuscript listed below, selected by Dr. BB; and a brief summary  
3 of the department's [local academic unit's] promotion criteria.  
4

5 Although Illinois state law allows employees to view their personnel files, there is an exception  
6 for external review letters. Any information that would identify you will be redacted from all  
7 documents seen by the candidate.  
8

9 I realize that this information is rather extensive and will require considerable effort on your part  
10 to review. Your assistance in helping us evaluate Dr. BB's credentials will be greatly appreciated  
11 and will constitute an important element in the overall evaluation. I would be very grateful if you  
12 could respond to us in writing no later than [DATE]. If possible, kindly send your reply, along  
13 with a copy of your most recent CV, electronically to .....@depaul.edu as an attachment.  
14

15  
16 Sincerely,  
17 DD  
18 Chair  
19 Personnel Committee  
20 [Name of Dept. and Unit]  
21 Enclosures: [List the selected works]  
22

### 23 **3.6.3 Student Input**

24  
25 Student input must be part of a candidate's dossier. Committees will acquire student input from  
26 course evaluations and information collected through an instrument such as a survey. The college  
27 will design the instrument with student input. The instrument will generally solicit opinions from  
28 one or more of the following groups: alumni; past students who have taken a class from the  
29 candidate, student advisees, or students who have been supervised by the candidate in research  
30 projects or independent study.  
31

#### 32 **3.6.3.1 Student Input Instrument**

33  
34 Each college personnel committee, or in the absence of a college-level committee, the local unit  
35 personnel committee, shall have an instrument for collecting data from students, a process of  
36 gathering data, and a template for reporting the results. These elements must be created by a  
37 committee of at least two students (preferably including both graduate and undergraduate) and at  
38 least two tenured faculty members.  
39

40 The instrument will be used to gather additional data from students beyond the standard course  
41 evaluations. The report should clearly specify:  
42

- 43 • the type of methodology used for data collection and analysis
- 44 • the targeted groups surveyed, and
- 45 • the questions asked of survey participants.  
46

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

#### 4 **3.6.3.2 Evaluation and Submission of Student Input Data**

5  
6 The college bears responsibility for data collection. A student review committee then analyzes  
7 data collected via this process for each promotion and tenure candidate, as well as aggregate  
8 information on course evaluations provided by the unit. The student review committee consists of  
9 up to three students, none of whom is currently enrolled in a class with the candidate under  
10 review. After analyzing the collected data, the review committee provides a written report, along  
11 with all the raw data, to the personnel committee of the local academic unit and to the candidate.  
12 The student input data becomes part of the candidate's dossier. The personnel committee may  
13 request a meeting with a representative from the student review committee, if the committee  
14 deems it necessary.

15  
16 Once student representatives furnish their report to the local academic unit, they do not appear  
17 before subsequent evaluative bodies. The student report will be forwarded with other promotion  
18 and tenure materials to each review level.

### 20 **3.7 Appeal**

21  
22 *Appeal procedures for a tenure-line faculty member who has been reviewed for tenure,*  
23 *promotion, or promotion and tenure by the University Board on Promotion and Tenure*  
24 *are found in Chapter 5 Section 5.1.2.3.*

SUPERSEDED

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

<b>PROBATIONARY REVIEWS FOR TENURE-LINE FACULTY WITH SIX-YEAR PROBATIONARY PERIOD*</b>			
<b>Year at DePaul</b>	<b>Timing and Contract Year</b>	<b>Type of Review</b>	<b>Notice to Faculty Member of Reappointment or Non-reappointment</b>
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 **April 30**  
9 UBPT reports due to candidates  
10  
11 **May 15**  
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  
18 in a timely fashion  
19

**SUPERSEDED**

1 **CHAPTER 4. REAPPOINTMENT AND SEPARATION**

2

3 4.1. Reappointments..... 2

4 4.1.1. Term Faculty and Special Faculty Appointments..... 2

5 4.1.2. Adjunct Faculty Appointments ..... 2

6 4.1.3. Graduate Assistants and Fellows ..... 2

7 4.1.4. Tenure-Line Positions ..... 2

8 4.1.4.1. Tenured Faculty ..... 2

9 4.1.4.2. Nontenured Tenure-line Faculty ..... 2

10 4.1.4.3. Notification of Renewal of Appointment ..... 4

11 4.2. Resignation ..... 5

12 4.3. Termination of Tenured Faculty Due to Medical Leave Exceeding Thirty-six Months ..... 5

13 4.4. Suspension or Termination of Tenured Faculty Members for Cause ..... 5

14 4.4.1. Suspension ..... 5

15 4.4.2. Termination..... 6

16 4.5. Termination Due to Financial Exigency ..... 8

17 4.6. Termination Due to Discontinuance or Substantial Reduction of an Academic Unit 11

18 4.7. Retirement..... 12

19

20

**SUPERSEDED**

1 **CHAPTER 4. REAPPOINTMENT AND SEPARATION**  
2

3 **4.1. Reappointments**  
4

5 Appointment, reappointment, renewal, annual probationary review, and promotion and tenure  
6 review are separate actions. Appointment does not guarantee reappointment, nor does  
7 appointment at any rank confer tenure, except where specifically provided in the contract.  
8 Promotion at any time from any rank to any other rank does not confer tenure. Tenure is rarely  
9 granted to faculty members below the rank of Associate Professor.  
10

11 **4.1.1. Term Faculty and Special Faculty Appointments**  
12

13 Term faculty and special faculty have annual or specified multi-year appointments that are not  
14 considered permanent appointments to the DePaul faculty. (See Chapter 2, Section 2.3.)  
15

16 **4.1.2. Adjunct Faculty Appointments**  
17

18 Adjunct faculty are appointed on a course by course basis. The appointments are part-time and do  
19 not lead to tenure. Such appointments are made through college offices.  
20

21 **4.1.3. Graduate Assistants and Fellows**  
22

23 Decisions concerning graduate assistant and fellow reappointments are made through college  
24 offices.  
25

26 **4.1.4. Tenure-Line Positions**  
27

28 **4.1.4.1. Tenured Faculty**  
29

30 Tenure creates the presumption of continuing employment, unless the university, using  
31 established procedures and faculty guidance, proves that countervailing circumstances exist.  
32 Tenured faculty are not reappointed annually, but are subject to annual performance reviews  
33 within established policies for faculty review.  
34

35 **4.1.4.2. Nontenured Tenure-line Faculty**  
36

37 Before acquiring tenure, a tenure-line faculty member has a probationary appointment.  
38

39 The reappointment of a nontenured tenure-line faculty member in a tenure-line position is  
40 decided on the basis of the person's qualifications, the need of the university for the person's  
41 services, and the financial conditions of the university. That nontenured tenure-line faculty  
42 members previously have been appointed at DePaul does not entitle them to reappointment. They  
43 are entitled, however, to consideration for reappointment on the same criteria mentioned above.

1  
2 Nontenured tenure-line faculty members are subject to an annual probationary review according  
3 to the guidelines identified in CHAPTER 3 of this handbook. Reappointment decisions are made in  
4 conjunction with the annual probationary review process.

5  
6 Reappointment decisions must be based on criteria as described in this Faculty Handbook, and  
7 selected from those listed below:

- 8
- 9 1. Teaching, including such related activities as course preparation, testing, and student  
10 advisement;
- 11 2. Scholarship, research, or creative activities;
- 12 3. University, professional and community service;
- 13 4. Professional advancement, such as the completion of a terminal degree or certificate.  
14 This criterion is especially applicable when there is a particular interest or a previous  
15 understanding with the faculty member regarding this advancement;
- 16 5. Responsible participation in university processes and activities that are generally  
17 considered faculty responsibilities;
- 18 6. Change in academic program, such as:
  - 19 o termination or reduction in size of the academic program to which a faculty  
20 member is assigned;
  - 21 o change in an area of specialization or emphasis in a program;
- 22 7. Financial conditions of the university as a whole or in any particular part, requiring  
23 reduction in the size of the faculty;
- 24 8. Professional and ethical conduct.

25  
26 Nonreappointment may rest on a single criterion or a combination of several criteria, reflecting  
27 the faculty member's role in the academic unit and the needs of the university. The rationale for  
28 selection of criteria and their relative importance must be explained, if a reappointment decision  
29 is questioned. If a single criterion is used, its choice should be based on compelling grounds, such  
30 as the intrinsic importance of the criterion to the university as a whole or appointment or any  
31 agreement made with the faculty member in the initial or subsequent contracts. If multiple criteria  
32 are used, the relative importance of each should be noted.

33  
34 The dean and the faculty of the local academic unit determine which evidence is appropriate for a  
35 criterion, in accordance with the procedures specified in Chapter 3, Section 3.3.1.1. The usual  
36 prudence is expected in selecting important evidence without trying to exhaust all sources of  
37 information. Within the context of general university policy, every faculty member in an  
38 academic unit is entitled to be judged according to the same sets of criteria and the same types of  
39 documentation. To be avoided in all evaluations is any consideration of the personal ties between  
40 the faculty member and the dean and peers making the decision or the personal conduct of the  
41 faculty member not falling under one of the eight criteria in the university policy. Any judgment  
42 based on a faculty member's ideological and political position is a violation of academic freedom  
43 and will not be supported.

44  
45 When deciding whether or not to renew the contract of a nontenured tenure-line faculty member,  
46 the university follows two general principles.

- DePaul is obligated to select, given available resources, faculty members who will best contribute to its distinctive goals and academic mission. Consequently, the university has the utmost latitude, within the limits of academic freedom, in determining which nontenured tenure-line faculty members will be retained.
- The university should be left without a reasonable doubt as to the faculty member's qualifications for tenure before it reaches a favorable decision on a reappointment to which tenure is attached. The quality of academic programs and therefore the good of the university require careful selectivity in retention based on the individual faculty member's qualifications and the needs of the university for particular types of qualifications. Anything that undermines the selective process erodes tenure and quality.

Within the bounds set by general university criteria, every faculty member in an academic area is entitled to fair and consistent decision making procedures as protection against violations of academic freedom or arbitrary adverse decisions.

A nontenured tenure-line faculty member informed that his or her contract is not to be renewed may appeal the decision not to renew. SEE CHAPTER 5, APPEALS AND GRIEVANCES.

The nontenured tenure-line faculty member is entitled to:

(a) Written notification of the initial decision on reappointment with a statement of the reasons for the decision which shall be given by the dean. A decision to reappoint should include assessment of the faculty member's qualifications, noting especially those conditions which should be fulfilled for future reappointment and tenure. This letter must also include a notification to the faculty member of his or her appeal rights and the procedures for such appeals as described in Chapter 5.

Notification during the probationary period shall be made according to Section 4.1.4.3 (Notification of Renewal of Appointment). Notification by these dates shall constitute sufficient notification for not offering another contract even though appeal and subsequent review might mean that the final decision is rendered less than a year before the end of the final contract.

(b) An opportunity to submit materials supporting reappointment. The nontenured tenure-line faculty member will be notified at least 28 calendar days before the decision is to be made on reappointment. Supporting materials shall be submitted to the dean or the department chair at least 14 days prior to the decision date.

#### **4.1.4.3. Notification of Renewal of Appointment**

The university follows the AAUP guidelines for notice of reappointment. (See AAUP Policy Documents and Reports 1990). Notice of nonreappointment, or of intention not to recommend reappointment, should be given in writing in accordance with the following standards, and the calendar specified in Chapter 3, Section 3.8:

1. On or before March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one year appointment terminates during an academic year, at least three (3) months in advance of its termination.
2. On or before December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two year appointment terminates during an academic year, at least six (6) months in advance of its termination.

1 3. At least twelve (12) months before the expiration of an appointment after two (2) or more  
2 years in the institution. Notices of reappointments and contract renewal are based on the  
3 university's annual budget cycle.  
4  
5

## 6 **4.2. Resignation**

7  
8 A faculty member who decides not to accept reappointment is expected to notify the dean and the  
9 local academic unit officer no later than thirty (30) days after the issuance of the contract and  
10 submit a written resignation to the provost.  
11

## 12 **4.3. Termination of Tenured Faculty Due to Medical Leave Exceeding Thirty-Six** 13 **Months**

14  
15 If illness or disability prevents a faculty member from performing his or her university  
16 obligations and duties, the faculty member may request a medical leave under the university's  
17 Family and Medical Leave Act policy and the Sick Pay, Short and Long Term Disability policy.  
18 All medical leaves are subject to the policies and procedures of the applicable leave and benefit  
19 programs, including physician certification of illness or disability and ability to return to work.  
20 Information about university leave and benefit programs are described at the Human Resources  
21 website.  
22

23 A tenured faculty member who goes on approved Long Term Disability leave may resume his or  
24 her university position at any time within thirty-six consecutive months of the first day of Short  
25 Term Disability leave if the faculty member is able to fulfill his or her university obligations and  
26 duties, with or without reasonable accommodation. If, after the thirty-six month period, the  
27 tenured faculty member remains unable to fulfill his or her university obligations and duties, with  
28 or without a reasonable accommodation, the tenured appointment may be terminated.  
29

30 If a faculty member's appointment is terminated under this section and he or she thereafter  
31 becomes able to return to work and resume the obligations and duties of a tenured faculty  
32 member, and the faculty member's former appointment is vacant, he or she will be returned to the  
33 former appointment at the same rank. If the former appointment is no longer available and there  
34 is a vacant faculty appointment for which he or she is qualified, the university will give the  
35 former faculty member's application strong consideration. Such a faculty member, if appointed,  
36 shall be appointed at his or her prior rank and at the salary associated with the vacant faculty  
37 appointment.  
38

39 A tenured faculty member whose appointment is terminated under this section may appeal the  
40 termination [See Chapter 5].  
41

## 42 **4.4. Suspension or Termination of Tenured Faculty Members for Cause**

### 44 **4.4.1. Suspension**

1 For serious cause the university may suspend a faculty member from his or her teaching duties  
2 and other obligations and responsibilities and prohibit that faculty member from using university  
3 facilities. This action can be taken only to prevent probable and serious harm to the reputation of  
4 the university or to its ability to carry out such important functions as instruction. The faculty  
5 member is guaranteed that fair and consistent procedures will be used for making any suspension  
6 decision.

7 The faculty member may be suspended in the following ways:

- 8
- 9 1. By the president of the university following a decision by a formal hearing committee to  
10 dismiss the faculty member for cause;
- 11 2. By the provost following a hearing by a faculty committee selected by the Committee on  
12 Committees, at which hearing the faculty member will have an opportunity to present his or  
13 her position and supporting evidence;
- 14 3. By the provost in the event of an emergency where potentially serious harm must be  
15 prevented immediately and there is no opportunity for a previous hearing, in which case, the  
16 suspended faculty member has the right after the fact to a formal grievance hearing. SEE  
17 CHAPTER 5 APPEALS AND GRIEVANCES.
- 18

19 The suspension will not continue beyond the time required to remove the actual or potential harm  
20 ordinarily not beyond the academic year. The suspension might be for twelve months if the  
21 faculty member in question has been given notice of termination and there are sufficient reasons  
22 for suspension until this termination becomes effective.

23 The faculty member suspended from active service to the university will receive full  
24 compensation during the suspension until the time of justifiable dismissal for cause.  
25

#### 26 **4.4.2. Termination**

27  
28 The university retains the right to dismiss a tenured faculty member for any of these causes:

- 29
- 30 1. Deliberate and persistent breach, refusal to perform, or gross neglect or continued and serious  
31 ineffectiveness in the performance of faculty obligations;
- 32 2. Unethical conduct in activities associated with the role of faculty member; serious violations  
33 of the faculty obligations set forth in Section 6.4, Faculty Responsibilities and Section 6.5,  
34 Instructional Responsibilities or conviction by a court of law of a crime involving moral  
35 turpitude;
- 36 3. Material violation of the policies governing activities outside the university.
- 37

38 When the fitness of a faculty member is questioned, the dean will discuss this reason with the  
39 faculty member for the purpose of reaching a mutual agreement that will remove or otherwise  
40 settle the question of fitness.

41 If the dean and faculty member do not reach a mutually agreeable settlement and the dean  
42 considers the matter serious enough to warrant dismissal or sanction, the dean shall request the  
43 President of the Faculty Council to have the Committee on Committees appoint an inquiry board  
44 of three tenured faculty members. The role of this committee is:

- 45
- 46 1. To ascertain the facts related to the fitness of the faculty member giving both the dean and the  
47 faculty member adequate time to prepare and submit information relating to the specific

- 1 questions raised by the dean; the inquiry board will decide its own procedures and rules for  
2 the presentation of information;
- 3 2. To attempt to reach some adjustment acceptable to both the dean and the faculty member;
- 4 3. Failing to make such an adjustment, to determine whether there are sufficient grounds to begin  
5 formal dismissal proceedings to impose some other sanction;
- 6 4. To submit a formal recommendation to the dean along one of these lines:  
7 a. to institute formal dismissal proceedings or suspension proceedings;  
8 b. to drop the question of fitness;  
9 c. to impose some other sanction other than dismissal or suspension, such as a warning or  
10 formal reprimand, in which case the dean may impose the sanction without further  
11 hearing, but the faculty member may request a formal review through normal faculty  
12 grievance procedures.

13  
14 The college dean may institute a formal dismissal or suspension proceeding only if recommended  
15 by the inquiry committee. Should he/she decide to do so, he/she is to prepare a formal, specific  
16 statement of reasons based on the finding of the inquiry board. The dean shall forward this  
17 statement to the members of the Faculty Council Committee on Committees, the provost, and the  
18 chair of the faculty member's department.

19 The Committee on Committees shall identify a panel of nine tenured faculty members not  
20 affiliated with the college or school of the faculty member. Each party may interview each  
21 member of the panel. In alternating fashion, with the university going first, each party excludes  
22 three members from the panel. The remaining members of the panel constitute the hearing  
23 committee.

24 The hearing committee's findings of fact and its decisions are to rest solely on the hearing record.  
25 The burden of proof shall rest on the dean to establish by clear and convincing evidence in the  
26 record as a whole that there is adequate cause to dismiss the faculty member. The responsibilities  
27 and prerogatives of the hearing committee in conducting its procedures are:

- 28
- 29 1. It has the right to all the information and documents it needs, without being obligated by strict  
30 rules of legal evidence and legal procedures, exercising due precaution not to divulge the  
31 contents of documents normally considered confidential;
- 32 2. It may conduct prehearing meetings to clarify issues and otherwise provide for an effective  
33 and efficient hearing;
- 34 3. It may take whatever time is required for a fair and complete hearing, while avoiding  
35 unnecessary delays;
- 36 4. It may formulate its own additional rules of procedure not contrary to the procedures of this  
37 document;
- 38 5. It shall keep a verbatim record of the hearings, which shall be available to the parties without  
39 cost;
- 40 6. It may conduct its hearings privately or publicly, a decision to be made only after consulting  
41 with both parties on this point;
- 42

43 The two parties have the following prerogatives in the formal hearing:

- 44
- 45 1. To obtain in advance of the hearing a list of witnesses the other party intends to call;
- 46 2. Following submission of a written request, to inspect before the formal hearing at a location  
47 selected by the committee all documents that the committee in its prehearing meetings has  
48 collected and deemed relevant to its deliberations, including documents normally considered

- 1 confidential. As a condition of seeing such confidential documents, however, the committee  
2 shall require that their content be kept in strict confidence by both parties;
- 3 3. To select an academic advisor or counsel of their own choice;
  - 4 4. To cross examine witnesses;
  - 5 5. To have sufficient time to prepare evidence and to have adjournments upon the valid claim of  
6 unforeseen occurrences during the hearing.

7  
8 The faculty member has the following additional prerogatives in the formal hearing:

- 9
- 10 1. To decline to testify, without prejudice, at the hearing without restricting the prerogative of  
11 supporting evidence;
  - 12 2. To invite a representative of a responsible educational association as an observer to the  
13 hearing.

14  
15 The university will assume all costs directly incurred by the hearing committee. If the faculty  
16 member employs an attorney for the hearing, and the decision is not for dismissal, the university  
17 will reimburse the faculty member for at least one-half of the reasonable legal expenses, the  
18 precise proportion to be decided by the hearing committee, depending on the degree to which the  
19 university case for dismissal had merit.

20 During the process of the hearing, both parties shall avoid making public statements other than  
21 simple announcements as may be required.

22  
23 Within a reasonable time after the completion of the hearing, the hearing committee shall submit  
24 to the president of the university its decision with supporting reasons. The decision may be (1)  
25 that adequate cause for dismissal has been established, or (2) that adequate cause has been  
26 established for an appropriate academic penalty but not for dismissal; or (3) that adequate cause  
27 has not been established for either dismissal or a lesser penalty. Within a reasonable time  
28 following an adverse decision by the committee, the faculty member may appeal in writing to the  
29 president. Neither party has the right to submit evidence to the president.

30  
31 The president may either accept the decision of the hearing committee or resubmit this decision to  
32 the committee with specific objections. In the latter case, the committee will then reconsider only  
33 points to which the president has objections, receiving new evidence if necessary. After the study  
34 of any reconsideration by the committee, the president will make the final decision. The president  
35 may dismiss a faculty member for cause only if such action is recommended by the hearing  
36 committee.

37  
38 There is no appeal from this decision within the university.

#### 39 40 **4.5. Termination Due to Financial Exigency**

41  
42 University-wide financial exigency necessary for termination of tenured faculty exists when two  
43 conditions are present:

- 44  
45 1. A deficit is likely to continue for at least two years unless retrenchments are made; and

- 1 2. In the first year, the deficit equals at least four percent (4%) of the total university operating  
2 budget, calculated after retrenchments have been made in areas other than academic  
3 programs.  
4

5 In the event of such exigency, the university will retrench operations supporting academic  
6 programs before taking steps that could lead to the termination of tenured faculty. These  
7 retrenchments in supporting areas will be made up to the point where there would be danger of  
8 seriously weakening the basic quality of academic programs or essential operations of the  
9 university.

10  
11 The provost shall issue a formal statement to the president of the Faculty Council and the  
12 president of the Staff Council, indicating and documenting the likelihood of financial exigency.  
13 Among the matters to be covered in the statement are:

- 14  
15 1. The probability of the exigency continuing unless serious retrenchments are effected;
- 16 2. The amount and distribution of the retrenchments that can be made other than by terminating  
17 faculty appointments, to alleviate the effects of this exigency without seriously weakening the  
18 basic quality of academic programs or essential operations of the university; and
- 19 3. The amount of decrease in expenditures that needs to be realized through termination of  
20 faculty appointments.  
21

22 The statement by the provost shall be reviewed by a committee to determine whether there is  
23 sufficient evidence to declare a financial exigency. The committee shall consist of four faculty  
24 members, one professional staff member, one student, and the Executive Vice President. The  
25 Committee on Committees of the Faculty Council will select the faculty members, the president  
26 of the Staff Council will select the staff member, and the president of the Student Government  
27 Association will select the student member. Members of the committee may be chosen from any  
28 area of the university.  
29

30 This committee shall have access to all university data related to possible financial exigency. It  
31 also should question persons knowledgeable about the situation. The committee shall vote on  
32 each of the three points in the provost's statement noting possible financial exigency. The  
33 committee shall keep a formal record of its deliberations and votes.  
34

35 The conclusions of this committee as to the existence of financial exigency shall be referred to the  
36 Faculty Council, Staff Council, and the Student Government Association for timely review and  
37 comment, which will be sent to the president of the university, with the committee's report for  
38 final decision.  
39

40 In the event that the president of the university decides that there is financial exigency, the  
41 provost shall prepare a proposal indicating some of the specific methods for dealing with the  
42 financial exigency, such as the timing of the retrenchments and their effects on academic  
43 programs.  
44

45 This proposal shall be submitted to a committee consisting of three faculty members (selected by  
46 the Committee on Committees of the Faculty Council), one college dean (chosen by the Dean's  
47 Council), one student (selected by the Student Association), and the provost, who will chair the  
48 committee but not have a vote. No member of the committee may be from an academic unit in  
49 which retrenchment has been proposed. Before the committee reaches any decision regarding  
50 dropping or substantially reducing a program or reducing or consolidating an academic unit with

1 another, it will provide the faculty in the program or unit as well as the faculty in related  
2 programs in the same college the opportunity to address the committee.

3  
4 The committee's decision where to cut faculty appointments and the extent of those cuts in given  
5 units or programs shall be guided by the need to cause the least amount of harm to the academic  
6 programs of the university as a whole and to units and programs not directly affected by the  
7 retrenchment and by the need to make cuts most likely to relieve the financial exigency.

8  
9 The committee shall keep a written record of its deliberations and decisions. This written record  
10 shall be appended to the committee's final report, which will be provided to the provost, the  
11 deans of the affected colleges, the Faculty Council, and the Student Association. Its decisions  
12 shall be the basis for further action by academic administrators.

13  
14 Based on the decisions on where and how retrenchments are to be made, the deans of affected  
15 colleges, following consultation with local academic unit officers shall propose to a faculty  
16 committee which faculty appointments shall be terminated. The provost shall make the proposal  
17 if a college itself is to be phased out.

18  
19 The committee shall consist of three faculty not affiliated with the programs or departments in  
20 which retrenchments have been proposed by the dean. For colleges not organized by departments  
21 or programs, the committee members will be drawn from outside the college. The Committee on  
22 Committees of the Faculty Council will appoint the committee members. If more than one college  
23 is to be directly affected by retrenchment, more than one committee may be established.

24  
25 The committee will select one of its members to act as chair. The committee shall consult with  
26 the dean, the provost (if the termination of a college has been proposed), and the chairs or  
27 program heads of affected departments or programs.

28  
29 The committee will submit a written report to the provost, the deans of the concerned units, and  
30 the department chairs or program heads, with a copy sent to the President of the Faculty Council.

31  
32 The dean, in making his or her proposals for termination, and the committee, in evaluating the  
33 proposals, are to decide according to the following criteria and in this order of priority:

- 34  
35 1. Faculty required for a viable academic program, if the program itself is not to be phased out,  
36 should be retained; quality of faculty performance may be considered in evaluating whether a  
37 faculty member is required for a viable academic program; in extraordinary circumstances,  
38 where a serious distortion of the academic program would otherwise result, a nontenured  
39 faculty member may be retained;
- 40 2. Tenured faculty retained over nontenured faculty;
- 41 3. More senior members, seniority determined by years of full-time service to the university;
- 42 4. Equal opportunity and similar policies which assure equitable consideration to women and  
43 members of minority groups.

44  
45 A tenured faculty member notified of termination because of financial exigency has a right to  
46 appeal to a faculty committee to the selection of the area and type of retrenchment and selection  
47 of specific faculty appointments to be terminated. SEE CHAPTER 5, APPEALS AND GRIEVANCES.

48  
49 The decision terminating a tenured faculty member for financial exigency obligates the  
50 university:

- 1
- 2 1. to make an effort to place the faculty member concerned in another suitable university
- 3 position for which the person is qualified, especially when the financial exigency is
- 4 limited to a particular academic unit; if the faculty member is not qualified, but is willing
- 5 to become so, the university shall offer reasonable opportunity and financial support
- 6 toward this end. The faculty committee described above, will work out any difference
- 7 between the faculty member whose position is terminated and the appropriate
- 8 administrator regarding qualifications for another position, reasonable opportunity and
- 9 support in becoming qualified;
- 10 2. to give 12 month notice of termination or salary and benefits for an equal length of time;
- 11 3. not to replace the faculty member within a three year period unless the terminated faculty
- 12 member has been offered reinstatement with a reasonable time in which to accept or
- 13 decline;
- 14 4. not to approve additional full-time faculty positions in other academic programs or units
- 15 of the university over a three year period except in extraordinary circumstances, or where
- 16 serious deterioration or distortion would result in other academic programs without such
- 17 additional faculty appointments.
- 18

#### 19 **4.6. Termination Due to Discontinuance or Substantial Reduction of an Academic**

#### 20 **Unit**

21  
22 The university also may discontinue or substantially reduce an academic unit if such an action is  
23 consistent with a decision of the Faculty Council, reached according to its established policies  
24 and procedures for program termination, to terminate or reduce an academic program served by  
25 the faculty of the unit.

26  
27 The appointments of only those faculty members explicitly affiliated, by the terms of the initial  
28 contract and subsequent contract renewals, with the unit or program can be terminated by  
29 discontinuance or reduction.

30  
31 As specified in Chapter 2 original faculty affiliation can be changed only with the agreement of  
32 the faculty member.

33  
34 The process of discontinuation or substantial reduction of the faculty of a unit involving the  
35 termination of tenured contracts starts when the dean of the college responsible for the academic  
36 unit in question or the provost submits a formal proposal to the President of the Faculty Council.  
37 The proposal should include the methods to be employed in eliminating, phasing out, or reducing  
38 the unit. The Faculty Council Committee on Committees will form a committee of five faculty  
39 members to evaluate the proposal and recommend if it is to be accepted or rejected. No member  
40 of the committee may be from a unit to be affected by the proposed discontinuation or substantial  
41 reduction of programs.

42  
43 Should the Faculty Council accept the recommendation of the committee, it shall submit its  
44 decision to the president, who has final authority in this matter. The faculty attached to any  
45 program directly affected have a right to all of the records upon which the decision was based,  
46 and a right to submit, individually or as a group, within twenty days of the Faculty Council  
47 decision, a statement to the president explaining a position contrary to the Faculty Council  
48 decision. The president shall not make a final decision until after studying the statement  
49 submitted by the faculty who would be affected by discontinuation or reduction of a unit.

1  
2 The specific faculty appointments to be terminated shall be decided by a process identical to that  
3 followed in deciding termination after a judgment that a crisis of financial exigency exists.  
4

5 The tenured faculty member whose appointment is to be terminated has the right to appeal the  
6 selection of his or her appointment to be terminated. SEE CHAPTER 5, APPEALS AND  
7 GRIEVANCES. The appeal process is identical to that used for appealing terminations due to  
8 financial exigency. This appeal in no way limits the previously described right to appeal the  
9 decision of the Faculty Council that an academic program be discontinued or substantially  
10 reduced.  
11

12 The decision to terminate a tenured faculty member due to program termination or reduction  
13 obligates the university to make an effort to place the faculty member concerned in another  
14 faculty position or, if that is not possible, another suitable university position for which the person  
15 is qualified; if the faculty is not qualified, but is willing to become so, the university shall offer  
16 reasonable opportunity and financial support toward this end. If no such position is identified, a  
17 faculty member will receive twelve months' notice of termination or a payment equivalent to the  
18 amount of the faculty member's contract salary and benefits for an equal length of time. In  
19 instances where the faculty member has fifteen or more years of continuous tenured service at  
20 DePaul University, the faculty member will receive twenty-four months' notice of termination or  
21 a payment equivalent to the amount of the faculty member's contract salary and benefits for an  
22 equal length of time. If the faculty member believes that the administrator has failed to make a  
23 good faith effort to work out an arrangement for the faculty member's reassignment, he or she  
24 may appeal to the faculty committee that determined faculty appointments were to be terminated.  
25 SEE CHAPTER 5, APPEALS AND GRIEVANCES.

26  
27 The committee will ascertain from both parties the terms that they have proposed and the  
28 rationale for those terms.  
29

#### 30 **4.7. Retirement**

31  
32 DePaul University has no mandatory retirement age for faculty.

**CHAPTER 5. APPEALS AND GRIEVANCES**

1  
2  
3 5.1 Appeals ..... 2  
4 5.1.1 Standing Committee and General Process ..... 2  
5 5.1.1.1 Faculty Committee on Appeals ..... 2  
6 5.1.1.2 Notification of Intent ..... 2  
7 5.1.1.3 Preliminary Review ..... 3  
8 5.1.1.4 Investigation and Determination ..... 3  
9 5.1.1.5 Procedures When Academic Freedom Violation is Alleged (Term Faculty) ..... 3  
10 5.1.1.6 Procedures When Academic Freedom Violation is Alleged  
11 (Tenure-Line Faculty) ..... 4  
12 5.1.2 Tenure-Line Faculty Appeals ..... 6  
13 5.1.2.1 Nonrenewal of Untenured Tenure Line Faculty Prior to the Tenure Decision ..... 6  
14 5.1.2.2 Dismissal of Untenured Tenure-Line Faculty During the Term of a Probationary  
15 Period Contract ..... 7  
16 5.1.2.3 Denial of Promotion or Tenure ..... 8  
17 5.1.2.4 Termination of Tenured Faculty Due to Medical Leave Exceeding Thirty-Six  
18 Months ..... 9  
19 5.1.2.5 Termination of Tenured Faculty Due to Financial Exigency ..... 10  
20 5.1.2.6 Termination of Tenured Faculty Due to Discontinuance or Substantial Reduction of  
21 an Academic Unit ..... 11  
22 5.1.3 Term Faculty Appeals ..... 13  
23 5.1.3.1 Dismissal of Term Faculty on Multi-year Contracts within the Contract Period ..... 13  
24 5.1.3.2 Non-Reappointment of Term Faculty ..... 14  
25 5.1.4 Other Faculty ..... 15  
26 5.2 Grievances ..... 15  
27 5.2.1 Definition ..... 15  
28 5.2.2 Procedures for Faculty Grievances ..... 16  
29 5.2.2.1 Administrative Grievance Procedures ..... 16  
30 5.2.2.2 Grievance Board Procedures ..... 17  
31 5.3. Right to Review Personnel Records ..... 19  
32

**SUPERSEDED**

1 **CHAPTER 5. APPEALS AND GRIEVANCES**

2  
3 Appeal procedures are limited to: dismissal or non-renewal 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 with contracts of a period of two or more years, and non-reappointment of term  
6 faculty.

7  
8 Grievance procedures are available to all faculty for issues other than denial of promotion and  
9 tenure, dismissal, non-renewal and non-reappointment. A grievance is a written complaint  
10 concerning a decision made by a person with authority in the University. The grievance must be  
11 filed by the individual adversely affected by the decision.  
12

13 **5.1 Appeals**

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

17 **5.1.1 Appeals Committee and General Process**

18  
19 The faculty member bears the burden of proof. Failure by the faculty member to submit requested  
20 materials within designated deadlines shall constitute a failure to meet the burden of proof. The standard  
21 of proof is preponderance of the evidence.  
22

23 **5.1.1.1 Faculty Committee on Appeals**

24  
25 The Faculty Committee on Appeals is a standing committee of the Faculty Council. It comprises twelve  
26 tenured faculty members selected by the Faculty Council through the usual committee selection process.  
27 If the committee finds that, in a given case, a member has either a conflict of interest or the appearance of  
28 one, the committee will exclude the member from participation. Grounds for recusal include serving in  
29 the appellant's local academic unit, participating in evaluation of the appellant, or having a significant  
30 personal relationship with the appellant.  
31

32 The Faculty Committee on Appeals will assign three of its members to serve as an Appeals Board to hear  
33 a case.  
34

35 If the appellant raises an allegation of discrimination, the Appeals Board must refer the discrimination  
36 allegation to the Office of Institutional Diversity and Equity which, in coordination with the Appeals  
37 Board, will conduct an investigation and submit a report to the Appeals Board in a timely manner.  
38

39 **5.1.1.2 Notification of Intent**

40  
41 A faculty member begins an appeal by filing a written notice of intent to appeal with the president of  
42 Faculty Council who will forward the notice to the chair of the Faculty Committee on Appeals. The notice  
43 must specify the grounds for appeal. The appellant may not add or change appeal grounds after  
44 submitting the notice of intent to appeal.  
45

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 Office of Institutional Diversity and Equity (OIDE) before making a  
7 determination on that ground. Each ground appealed requires a separate determination as to whether the  
8 appeal will go forward on that ground. If, after the preliminary review, the Appeals Board determines  
9 that an appeal should go forward on one or more grounds, it will then investigate the faculty member's  
10 allegations.  
11

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

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

23 **5.1.1.4 Investigation and Determination**  
24

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

33 **5.1.1.5 Modified Procedures When Academic Freedom Violation is Alleged (Term Faculty)**  
34

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

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

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

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 delay;
- 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  
12 2. Dismissal during the contract period prior to tenure (Section 5.1.2.2)
- 13  
14 3. Denial of promotion or tenure (Section 5.1.2.3)

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  
24 2. Termination due to Financial Exigency (Section 5.1.2.5)
- 25  
26 3. Termination due to Discontinuance or Substantial Reduction of an Academic Unit  
27 (Section 5.1.2.6)
- 28  
29 4. Denial of Promotion (Section 5.1.2.3)

30  
31 Tenured faculty may not appeal suspension or termination for cause but have the right to pre-dismissal  
32 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, Office of Institutional Diversity and Equity.

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**

#### 34 **Grounds for Appeal**

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

- 37  
38 1. The dismissal violated the faculty member's academic freedom.
- 39  
40 2. The process by which the decision to dismiss was made applied inappropriate standards,  
41 applied appropriate standards unfairly, or failed to meet reasonable standards of  
42 thoroughness.
- 43  
44 3. The dismissal was the result of discriminatory practices prohibited by university policies  
45 or applicable federal, state, or local laws.
- 46

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

5 **Final Decision**

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

11 **Calendar for the Appeals Process**

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

17  
18 At this preliminary review, the Appeals Board must establish a clear timeline for this appeal, which it  
19 will distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty  
20 Council president, and when appropriate, Office of Institutional Diversity and Equity.

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

25  
26 All review procedures are to be carried out as expeditiously as 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 **5.1.2.3 Denial of Promotion or Tenure**

33  
34 **Grounds for Appeal**

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

- 37
- 38 1. The decision violated the faculty member’s academic freedom.
  - 39
  - 40 2. The evaluation of the candidate deviated from procedures in the Faculty  
41 Handbook or in college or local academic unit guidelines, and the deviation was material  
42 to the final decision.
  - 43
  - 44 3. The decision was the result of discriminatory practices prohibited by  
45 university policies or applicable federal, state, or local laws.
  - 46

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

#### 4 **Final Decision**

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

#### 10 **Calendar for the Appeals Process**

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

15  
16 By September 30, the Appeals Board must establish a clear timeline for each case, which it will distribute  
17 to the faculty member, the local academic unit officer, the dean, the provost, the president, the Faculty  
18 Council president, and when appropriate, Office of Institutional Diversity and Equity.

19  
20 The Appeals Board must send its final written recommendation to the president no later than January 15.  
21 The president must issue a final decision by January 31.

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

#### 30 **5.1.2.4 Termination of Tenured Faculty Due to Medical Leave Exceeding Thirty-Six Months**

##### 31 **Grounds for Appeal**

32 A tenured faculty member may appeal termination under Chapter 4, Section 4.3. The appeal must be  
33 based on one or more of the following grounds:

- 34  
35 1. The termination violated the faculty member's academic freedom.
- 36  
37 2. The process by which the decision to terminate was made applied inappropriate  
38 standards, applied appropriate standards unfairly, or failed to meet reasonable standards  
39 of thoroughness.
- 40  
41 3. The termination was the result of discriminatory practices prohibited by university  
42 policies or applicable federal, state, or local laws.
- 43

44 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and will submit  
45 its findings in a report to the faculty member, the provost, and the president that includes the majority and

1 any minority views. The faculty member will have the option to submit to the president, provost and dean  
2 a written response to the report.

3 **Final Decision**

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

8 **Calendar for the Appeals Process**

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

14  
15 At the preliminary review, the Appeals Board must establish a clear timeline for the appeal and  
16 distribute it to the faculty member, the local academic unit officer, the dean, the provost, the Faculty  
17 Council president, and when appropriate, Office of Institutional Diversity and Equity.

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

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

29  
30 **5.1.2.5 Termination of Tenured Faculty Due to Financial Exigency**

31 **Grounds for Appeal**

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

- 34  
35 1. The selection of the area and type of retrenchment was not in accordance with the  
36 procedures set out in Chapter 4, Section 4.5.  
37  
38 2. The selection of specific faculty appointments to be terminated was not in accordance  
39 with the procedures set out in Chapter 4, Section 4.5.  
40  
41 3. The dismissal was the result of discriminatory practices prohibited by university policies  
42 or applicable federal, state, or local laws.  
43

44 The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and will submit  
45 its findings in a report to the faculty member, the provost, and the president that includes the majority and

1 any minority views. The faculty member will have the option to submit to the president, provost and dean  
2 a written response to the report.

3 **Final Decision**

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

8 **Calendar for the Appeals Process**

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

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

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

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

29  
30 **5.1.2.6 Termination of Tenured Faculty Due to Discontinuance or Substantial Reduction of an**  
31 **Academic Unit**

32 **Grounds for Appeal**

33 A tenured faculty member whose appointment is to be terminated due to the discontinuance or substantial  
34 reduction of an academic unit has the right to appeal. The appeal must be based on one or more of the  
35 following grounds:

- 36  
37 1. The selection of the faculty member for termination was not in accordance with the  
38 procedures set out in Chapter 4, Section 4.6.  
39  
40 2. The selection of the faculty member for termination was the result of a violation of the  
41 faculty member’s academic freedom.  
42  
43 3. The selection of the faculty member for termination was the result of discriminatory  
44 practices prohibited by university policies or applicable federal, state, or local laws.  
45

- 1           4.       There was a lack of good faith effort to work out an arrangement, as set forth in Chapter  
2                   4, Section 4.6, for the faculty member's reassignment.  
3

4       The Appeals Board will conduct a preliminary review, and if appropriate, an investigation and will submit  
5       its findings in a report to the faculty member, the provost, and the president that includes the majority and  
6       any minority views. Only in appeals brought under this section, the Appeals Board will form a  
7       recommendation congruent with its findings that recognizes the status of tenure and longevity of service.  
8       In no case shall a faculty member be entitled to less than twelve months' notice of termination or salary  
9       and benefits covering an equal period of time. The faculty member will have the option to submit to the  
10      president, provost and dean a written response to the report.  
11

12      If the appeal is based on ground 4, the faculty member must identify at least one local academic unit or  
13      college to which he or she believes he or she would be qualified to be transferred. The appellant shall  
14      have the opportunity to submit a written statement regarding his or her fitness to serve as a tenured faculty  
15      member in each of the identified units. The appellant is entitled to attach to the appellant's written  
16      statement any relevant documents or materials, including letters of reference from academics or  
17      administrators, whether or not they are associated with the university. The appellant may describe any  
18      training that might be appropriate. The appellant has the right to access all relevant available information  
19      within the university to assist in identifying the units to which the appellant would be qualified to be  
20      transferred and to assist in the preparation of the appellant's written statement.  
21

## 22      **Final Decision**

23      If the appeal is based on grounds 1, 2 or 3, the final decision on the appeal rests with the president. The  
24      president must state the grounds for his or her decision in writing to the faculty member and the relevant  
25      lower-level academic officers. If the president affirms the appeal, he or she may determine the appropriate  
26      remedy for the matter based on the facts and circumstances presented by the appeal. The president's  
27      decision is final.  
28

29      If the appeal is based on ground 4, the local academic unit officer of each of the identified units must call  
30      a meeting of all the eligible faculty of that unit to vote on the transfer of the appellant to that unit. Prior to  
31      that meeting, the local academic unit officer of the unit must circulate to all such eligible faculty, on a  
32      confidential basis, the appellant's written statement. In addition, the appellant must have an opportunity to  
33      make an oral presentation to the eligible faculty of the unit and to answer questions. An affirmative vote  
34      of the eligible tenured faculty in attendance, provided the meeting has a quorum, is necessary and  
35      sufficient to accept the faculty member. Should more than one unit accept the faculty member, the faculty  
36      member must select one. Upon the faculty member's selection of a unit for transfer, the provost will take  
37      necessary steps to effectuate the transfer. A unit's vote not to accept the faculty member shall not be a  
38      basis for the faculty member to pursue an appeal under ground 4, a failure of good faith. A unit's vote not  
39      to accept the faculty member is not itself reviewable. Should no unit accept the faculty member, then the  
40      Appeals Board shall make a final recommendation to the president that recognizes the status of tenure and  
41      longevity of service. In no case shall a faculty member be entitled to less than twelve months' notice of  
42      termination or a payment equal to the faculty member's contract salary and benefits for an equal length of  
43      time. A faculty member who has been tenured at the university for fifteen years or more of continuous  
44      tenured service shall be entitled to a minimum of twenty-four months' notice of termination or a payment  
45      equal to the faculty member's contract salary and benefits for an equal length of time. This  
46      recommendation must address the faculty member's request for retraining, if any. The president's  
47      decision is final.  
48

1 **Calendar for the Appeals Process**

2 Within 10 business days of being informed in writing of the termination, the faculty member must state  
3 his or her intent to appeal in writing to the provost, and the president of Faculty Council. Within 20  
4 business days of submitting the written notice of intent to appeal, the candidate will submit supporting  
5 documentation. Within 10 business days upon receipt of this documentation, the chair will commence the  
6 preliminary review by the Appeals Board.  
7

8 At this preliminary review, the Appeals Board must establish a clear timeline for the appeal, which it will  
9 distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty  
10 Council president, and when appropriate, Office of Institutional Diversity and Equity.  
11

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

19 **5.1.3 Term Faculty Appeals**

20  
21 Appeals for term faculty are limited to dismissal during the contract term for a term faculty member with  
22 a contract for a period of two or more years. Term faculty may appeal non-reappointment only on the  
23 grounds of a violation of academic freedom or discrimination in violation of university policies or federal,  
24 state, and local laws. Term faculty on single year contracts may not appeal dismissal during the contract  
25 period.

26 **5.1.3.1 Dismissal of Term Faculty on Multi-year Contracts within the Contract Period**

27 **Grounds for Appeal**

28 Term faculty with a contract for a period of two or more years may appeal dismissal within the contract  
29 period. The appeal must be based on one or more of the following grounds:  
30

- 31 1. The dismissal violated the faculty member's academic freedom.
- 32 33 2. The process by which the decision to dismiss was made applied inappropriate standards,  
34 applied appropriate standards unfairly, or failed to meet reasonable standards of  
35 thoroughness.
- 36 37 3. The dismissal decision was the result of discriminatory practices prohibited by university  
38 policies or applicable federal, state, or local laws.  
39

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

44 **Final Decision**

45 The final decision on the appeal rests with the provost. The provost must state the grounds for his or her  
46 decision in writing to the term faculty member and the dean. If the provost affirms the appeal, he or she

1 may determine the appropriate remedy for the matter based on the facts and circumstances presented by  
2 the appeal, including but not limited to reinstating the term faculty member for the remainder of the  
3 contract term. The provost's decision is final.

#### 4 **Calendar for the Appeals Process**

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

10  
11 At this preliminary review, the Appeals Board must establish a clear timeline for the appeal, which it will  
12 distribute to the faculty member, the local academic unit officer, the dean, the provost, the Faculty  
13 Council president, and when appropriate, Office of Institutional Diversity and Equity.

14  
15 The written recommendation from the Appeals Board must be sent to the provost within 30 business days  
16 of the preliminary review. The provost must issue a final decision no later than 10 business days after  
17 receipt of the Appeals Board's written recommendation.

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

#### 25 **5.1.3.2 Non-Reappointment of Term Faculty**

##### 26 **Grounds for Appeal**

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

- 29  
30 1. The nonrenewal violated the faculty member's academic freedom.
- 31  
32 2. The nonrenewal was the result of discriminatory practices prohibited by university  
33 policies or applicable federal, state, or local laws.

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

##### 39 **Final Decision**

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

1 **Calendar for the Appeals Process**

2 By June 30, the faculty member must state his or her intent to appeal in writing to the provost and the  
3 president of Faculty Council. By the first day of fall term in the following academic year, the faculty  
4 member must submit the written appeal and all supporting documentation to the Faculty Council  
5 President who will then forward it to the Appeals Board.  
6

7 By September 30, the Appeals Board must establish a clear timeline for the case, which it will distribute  
8 to the faculty member, the local academic unit officer, the dean, the provost, the Faculty Council  
9 president, and when appropriate, Office of Institutional Diversity and Equity.  
10

11 The Appeals Board must send its final written recommendation to the provost no later than January 15.  
12 The provost must issue a final decision by January 31.  
13

14 All review procedures are to be carried out as expeditiously as reasonably possible, consistent with  
15 obtaining sound judgments and qualified, balanced review panels. All time guidelines set forth above  
16 refer only to calendar or business days within regular academic terms — Fall, Winter, Spring quarters or  
17 Fall and Spring semesters— and are to be construed as recommended maximums. However, a failure by  
18 the affected faculty member to adhere to any time guidelines, except under extraordinary circumstances,  
19 shall result in forfeiture of all review rights.  
20

21 **5.1.4 Other Faculty**

22  
23 Neither faculty with special appointments nor adjunct faculty may appeal non-reappointment or dismissal  
24 during their contract terms.  
25

26 **5.2 Grievances**

27  
28 Grievance procedures are available to all faculty for issues other than denial of promotion and tenure,  
29 dismissal, non-renewal, and non-reappointment. The grievance must be filed by the individual adversely  
30 affected by the decision.  
31

32 Grievances are to be conducted in accordance with the procedures specified below.  
33

34 **5.2.1 Definition**

35  
36 A grievance is a written complaint concerning a decision made by a person with authority in the  
37 university. Grievances are limited strictly to the questioned decision and are open only to the persons  
38 directly and adversely affected by that decision. Grievances may not be used to question or change policy.  
39 A decision being grieved remains in effect unless the decision is suspended.  
40

41 A decision is grievable if it meets all of the three following criteria:  
42

- 43 1. It adversely affects the interests of an individual;
- 44 2. The affected individual is being treated differently from other persons of similar  
45 circumstances or the decision violates any policy of the university or the relevant academic unit;  
46 and

- 1  
2 3. There is insufficient justification for the different treatment or the failure to comply with  
3 policy.  
4

5 Specifically outside the scope of the grievance process are:  
6

- 7 1. University policies.  
8  
9 2. Policy crafted by a deliberative faculty body.  
10  
11 3. Allegations of violations of the university's Anti-discrimination and Anti-harassment  
12 policy, which are handled by the Office of Institutional Diversity and Equity.  
13

14 Persons involved in the grievance process may share information concerning the process and substance of  
15 a grievance with other persons having a legitimate need for the information. Wider distribution creates  
16 potential risks to fairness and privacy. The grievance process is a key element of the university's shared  
17 governance. Deterioration of fairness and privacy, or even the perception of deterioration, would  
18 undermine the effectiveness of the university's faculty grievance process.  
19

20 A tenured faculty member has the right to a formal grievance hearing after the fact if suspended by the  
21 provost without a prior hearing (Chapter 4, Section 4.4).  
22

### 23 **5.2.2 Procedures for Faculty Grievances**

24  
25 Prior to initiating a formal grievance, a faculty member should seek to resolve complaints with the  
26 individual who made the decision in question.  
27

28 A formal grievance must be filed in writing with the faculty member's dean within 60 days after  
29 communication of the decision.  
30

31 The grievance procedure has two steps:  
32

- 33 1. Formal administrative grievance process  
34  
35 2. Faculty Grievance Board process  
36

37 Faculty grievances begin with formal administrative process. This must be completed before the faculty  
38 member proceeds to the Faculty Grievance Board.  
39

40 If a faculty member alleges discrimination at any point in a grievance, the dean or the Grievance Board  
41 must refer the grievance to the Office of Institutional Diversity and Equity which, in consultation with the  
42 dean (if raised during the formal administrative process) or Grievance Board (if raised during the  
43 Grievance Board), will conduct an investigation and submit a report to the dean or Grievance Board in a  
44 timely manner.  
45

#### 46 **5.2.2.1 Administrative Grievance Process**

47

1 The dean of a college conducts the formal administrative grievance process. If the grievance challenges a  
2 decision of the faculty member's dean, the grievance will be heard by another dean selected by the  
3 provost with approval of the aggrieved faculty member.  
4

5 Throughout the formal administrative grievance process, the burden of proof rests on the faculty member.  
6

7 The faculty member must submit to the dean hearing the grievance a written statement explaining:  
8

- 9 1. the precise nature of the grievance
- 10 2. information and evidence supporting the faculty member's position
- 11 3. a description of all informal attempts to resolve the complaint and the reasons why any  
12 proposed resolutions identified during the informal procedures were unsatisfactory to the  
13 faculty member, and
- 14 4. the remedies that the faculty member would consider satisfactory.  
15  
16  
17  
18

19 At the same time, the faculty member will provide a copy to the individual whose decision is being  
20 challenged. That individual may submit a written statement to the dean within ten business days of  
21 receipt of the faculty member's statement, with a copy to the faculty member.  
22

23 The dean hearing the grievance provides a written report to the faculty member and the individual whose  
24 decision is being challenged within thirty calendar days after receiving their written statements. In the  
25 written report, the dean shall state the decision and the action, if any, is required to implement the  
26 decision.  
27

28 Either party may appeal the dean's decision to the provost within ten business days of receiving the  
29 decision. The appeal must be in writing and supported by reasons for not accepting the dean's decision.  
30 The appealing party must provide the other party with a copy of the appeal to the provost. The provost  
31 may conduct another review and will enter a written decision, within thirty calendar days after receipt of  
32 the appeal. The provost must send the written decision to both parties.  
33

#### 34 **5.2.2.2 Grievance Board Procedures**

35  
36 If the faculty member who filed the grievance is unsatisfied with the provost's decision, he or she may,  
37 within ten business days of receiving the provost's decision, refer that decision to the judgment of faculty  
38 peers. The faculty member must submit a written request to the president of the Faculty Council to direct  
39 the Faculty Council Committee on Committees to select three tenured faculty members to serve as a  
40 Grievance Board. Faculty chosen for the Grievance Board may not serve in a grievant's local academic  
41 unit or have a significant personal relationship with the grievant. In cases brought to a Grievance Board,  
42 the burden of proof rests on the faculty member to establish that the administrative decision was unfair.  
43

44 **Within five business days of the establishment of the Grievance Board, the faculty member must**  
45 **submit to the Grievance Board and the provost a statement indicating the reasons why the decision**  
46 **of the provost is unfair. The provost may submit a response to the faculty member's statement**  
47 **within an additional five business days. The Grievance Board must request, and the provost must**  
48 **provide, the written record of the formal administrative process. New complaints, new evidence,**

1 **and other new matters not addressed during the formal administrative process may not be**  
2 **introduced for the first time to the Grievance Board.**

3 **Preliminary Review**

4 Upon receipt of the faculty member's grievance submission, the chair of the Grievance Board shall  
5 schedule the grievance for a preliminary review by the Grievance Board as soon as practicable. The  
6 Grievance Board has sole and unreviewable discretion whether to schedule the preliminary review  
7 meeting during the spring or summer break or wait until the university is back in regular session.  
8

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

- 10 1. whether the grievance is timely;
- 11 2. whether the matter grieved about is grievable under the procedures;
- 12 3. whether the formal administrative grievance process has been followed; and
- 13 4. whether the grievance materials submitted to the Grievance Board, if fully  
14 substantiated after investigation, could reasonably be found to satisfy the criteria set forth  
15 in this chapter.  
16  
17  
18  
19  
20

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

25 **Investigation and Review**

26 If, after the preliminary review, the Grievance Board determines that the grievance warrants further  
27 consideration, the Grievance Board will conduct a review. If, in the opinion of the Grievance Board, the  
28 materials already submitted are not sufficient to make a determination, the Grievance Board may request  
29 interviews with, or materials from, the faculty member or other individuals named in the grievance. The  
30 Grievance Board may take any other reasonable actions that it deems appropriate or helpful to its  
31 deliberations.  
32  
33

34 The Grievance Board will prepare a written report of its findings and recommendation, including the  
35 majority and any minority views. The Grievance Board will forward the report to the president, with  
36 copies provided to the faculty member and the provost.  
37

38 If a tenured faculty member has grieved over a sanction imposed on him or her and if the Grievance  
39 Board declines to affirm the grievance, the faculty member may ask the president to make a final  
40 determination. Otherwise, the decision of the Grievance Board is final.  
41

42 If implementing the decision of the Grievance Board requires financial resources beyond what is usually  
43 and customarily allocated to similarly situated faculty, the Grievance Board shall seek the approval of the  
44 provost. If the provost does not approve the expenditure on the ground that sufficient resources are not  
45 immediately available, the provost must provide in writing a reasonable timeline for implementing the  
46 Grievance Board's decision or seek mutually agreed upon alternative ways to address the inequity or  
47 remedy the unfair decision against the grievant.  
48

1 **5.3. Right to Review Personnel Records**

2

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

**SUPERSEDED**

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

4 6.1 Academic Freedom ..... 3  
5 6.2 Diversity Guidelines ..... 3  
6 6.3 Academic Support..... 3  
7 6.3.1 Faculty Development and Research..... 3  
8 6.3.2 Memberships..... 4  
9 6.3.3 Travel Expenses ..... 5  
10 6.4 Faculty Responsibilities ..... 5  
11 6.4.1 Members of the Academic Profession ..... 5  
12 6.4.2 Members of DePaul University ..... 6  
13 6.4.3 Teacher of Students..... 6  
14 6.4.4 Academic Administrators ..... 6  
15 6.5 Instructional Responsibilities..... 7  
16 6.5.1 Class Attendance..... 7  
17 6.5.2 Class Cancellation..... 7  
18 6.5.3 Inability to Meet a Class/Substitute Teaching ..... 7  
19 6.5.4 Class Hours ..... 8  
20 6.5.5 Syllabus Requirements..... 8  
21 6.5.6 Course Examinations ..... 8  
22 6.5.7 Time for Submitting Final Grades ..... 8  
23 6.6 Workload..... 8  
24 6.6.1 Faculty Assignments..... 9  
25 6.6.2 Responsibility for Assignments ..... 9  
26 6.6.3 Teaching..... 9  
27 6.6.3.1 Full-time and Part-time Faculty ..... 9  
28 6.6.3.2 Administrators..... 9  
29 6.6.3.3 Graduate Assistants and Fellows ..... 10  
30 6.6.3.4 Summer Session Assignments ..... 10  
31 6.6.4 Activities Outside the University..... 10  
32 6.7 Leaves of Absence ..... 11

**SUPERSEDED**

1	6.8 Salaries .....	12
2	6.9 Academic Policies.....	12
3	6.10 Establishing a New University Policy .....	12
4		

**SUPERSEDED**

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 expense. 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.

### 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.

### 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.

### 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  
38 • They must be professional activities that contribute to the professional development  
39 of the faculty member or provide expertise to the community; and
  - 40  
41 • Over the course of a year, they must not exceed the equivalent of one day per work  
42 week.

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

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 reappointment 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.

## 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