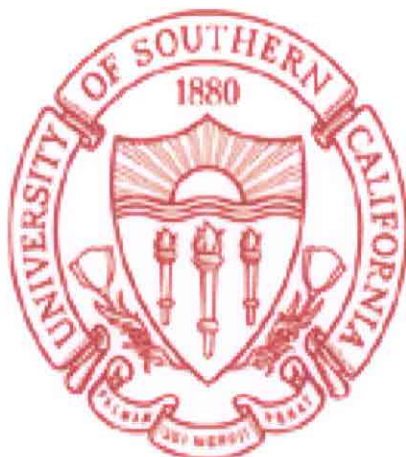


# University of Southern California

## Faculty Handbook 2005



*I hereby certify that this is the official Faculty Handbook of the University of Southern California, that it has been developed through a collegial process of consultation and review which has included the Academic Senate and the Provost's Council as specified by the policies of the Board of Trustees, that it has been promulgated under authority delegated to the President of the University by the Trustees, and that it is based on the 2004 text as promulgated by President Sample on January 18, 2005, as changed by the amendments approved by me as acting President through June, 2005.*

A handwritten signature in black ink that reads "C. L. Max Nikias".

C. L. Max Nikias  
Acting President

June 24, 2005

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## **Section 1**

# **Introduction**

In considering the much-improved 2004 edition of the Faculty Handbook, faculty and administrators saw the need to propose changes in only one area, dealing with the extremely rare situation of faculty dismissal hearings or suspension.

As acting President, I have approved these changes, on the recommendation of the Academic Senate and the Provost's Council. To briefly summarize them: Section 8-C (1) provides an option to obtain the advice of a committee appointed by the President of the Faculty much earlier in the process. If charges are considered against a non-tenure-track faculty member, participation in the process by non-tenure-track colleagues is provided for by Section 8-C (1), with a corresponding change in Section 7-C (1). The policy on Violence in the Workplace is better integrated with the Handbook in Section 8-C. A new Section 8-C (3)(b) spells out the procedure when there is need for temporary separation of a faculty member from his or her duties at the very beginning of a dismissal process. Apart from these areas, neither the Academic Senate nor the Provost's Council proposed any changes to the text of the 2004 Handbook. The remainder of the 2004 edition is reaffirmed and incorporated in this 2005 edition, with the exceptions mentioned below.

The Faculty Handbook contains many, though not all, of the current official policies of the University directly affecting the faculty, as established by the Board of Trustees or as approved and promulgated by the President under authority delegated to the President by the Trustees. Our Board of Trustees has specifically affirmed its endorsement and support of a collegial process of consultation and review in the development of amendments to the Faculty Handbook. In its recommendations of Handbook changes, the Academic Senate at times uses a process of review and consultation designed to lead to joint formulation by the faculty and administration; at other times it uses its authority, derived from the University Bylaws, to make recommendations to the President in any and all matters pertinent to the well-being of the faculty. For every Handbook edition, there is a last step of editorial revision done through joint faculty-administration cooperation. The matter of amendments to the Handbook is covered in more detail in Section 2-B (5).

As might occur in the governance of any complex organization, conflicts may arise from time to time in the interpretation of sections of this Handbook vis à vis the University Bylaws or the policies of the Board of Trustees. As in previous editions, the Handbook continues to make clear that the language of the Bylaws and the Trustees' policies will prevail. The Board of Trustees has decided to do away with the position of Vice Chairman of the Board and to add the position of Senior Vice President and General Counsel. I have amended the Handbook list of University officers accordingly, as well as inserting the current language of the relevant University Bylaws.

This 2005 edition of the Faculty Handbook, like its predecessors, affirms our commitment to the values of academic freedom for all faculty, the tenure system, and the principles of academic rights and responsibilities, all as spelled out in its pages. These values undergird the vision of our strategic plan, that the University be a role model for others in our pursuit of excellence and innovation.

C. L. Max Nikias  
Acting President

## **Section 2**

# **Government of the University**

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## § 2-A ADMINISTRATION

[Policies](#) and practices of the University derive from the total body of the University's charter provisions, bylaws, Board of Trustees resolutions, and Presidential directives by which the corporate staff is guided, as well as by policies and regulations initiated or recommended by the Academic Senate, the Provost's Council, the Staff Assembly, and the Student Senate, as approved by the President.

### § 2-A (1) Board of Trustees

The University of Southern California is a private corporation governed by a self-perpetuating Board of Trustees not to exceed fifty members. The organization and operation of the Board of Trustees are described in the [Bylaws of the University](#), a copy of which may be obtained from the office of the Executive Secretary of the Board of Trustees in the office of the President.

### § 2-A (2) The President and Other Officers of the Corporation

The Board of Trustees elects annually the officers of the corporation including the Chairman of the Board; the President; Senior Vice President, Academic Affairs, and Provost; the Senior Vice President, Administration, and Chief Financial Officer; the Senior Vice President, University Advancement; the Senior Vice President, University Relations; the Senior Vice President and General Counsel; the Secretary; and the Treasurer. The [Bylaws](#) of the University provide in Section 6.5 (b) that

*The Senior Vice Presidents shall have such duties as are from time to time prescribed by the President.*

Under the administrative structure of the University, all units of the University report directly or indirectly to the President. Among the President's responsibilities enumerated in the Bylaws of the University are the nomination of officers of the corporation (other than the Chairman of the Board); the selection of academic staff; academic programs and fiscal programs; and the enforcement of all rules and regulations of the University.

The Bylaws provide:

#### 6.4 President of the University

*6.4 (a) General. The President of the University shall be elected by the Board of Trustees. He/she shall be the chief executive officer of the corporation in charge of all its operations. He/she shall be responsible for carrying out policies established by the Board; but he/she may delegate any of his/her functions. All of the officers of the corporation, except the Chairman of the Board, all*

*administrative executives, and all academic officers of the University shall be subject to the direction of the President.*

*6.4 (b) Selection of Officers. The President of the University shall nominate the officers of the University except the Chairman of the Board, and shall confirm their appointment upon the approval of the Board.*

*6.4 (c) Selection of Academic Staff. The President of the University shall appoint the dean or director of each college or school of the University, together with such division chairmen, department heads, or other division heads or assistants throughout the University as may be necessary or appropriate to carry out the work of the University. The President shall determine the term of office and the duties of each such member of the academic staff.*

*6.4 (d) Academic Program. The President of the University shall have full power of appointment, direction and supervision of the faculties and the organization thereof. He/she shall be an ex-officio member of the faculty of each college or school and may, at his/her election, act as the presiding officer of each faculty and of the University Faculty. He/she shall have the right to cast the deciding vote in any such group in case of a tie. He/she may appoint such committees of any faculty as he/she shall deem wise and proper and shall be a member ex-officio of all such committees.*

*6.4 (e) Fiscal Program. The President of the University, with the advice and assistance of the other officers of the corporation, shall prepare an annual operating budget for the University. Such budget shall be considered by the Finance Committee before presentation to the Board.*

*6.4 (f) Enforcement of Rules. The President of the University shall be responsible for the enforcement of all rules and regulations of the University.*

## **§ 2-A (3) Academic Organization**

The Bylaws of the University describe its academic organization as follows:

*8.1 General. The President of the University shall appoint the following academic officers, who shall not be officers of the corporation:*

*(a) Academic Deans and Directors*

*(b) Division and Department Chairmen*

*(c) Such other Academic Officers as may be designated by the Board*

Academic deans and directors are appointed for no longer than a stated expected term (normally five years), and may be reappointed following an appropriate review and evaluation, all subject to section 6.4 (c) of the Bylaws which is quoted above in Section 2-A(2).

Appointments and reappointments of deans and directors are to be done in consultation with the faculty. Of academic deans and directors, the University Bylaws say the following:

*8.2 Academic Deans and Directors. The Academic Dean or Director of each college, school, or other administrative unit of the University shall, subject to the provisions of Section 8.1, be the chief administrative officer thereof and shall be responsible for the proper preparation and conduct of its educational program. He/she shall continuously study the academic program and needs of his/her unit and shall make an annual report to the President of the University through the Senior Vice President to whose immediate direction he/she is subject. He/she shall supervise the progress and look after the academic welfare of the students of his/her unit and shall furnish such information concerning his/her school as may be requested by the President.*

The chair of a division or department shall be a full-time tenured faculty member. He or she is appointed for no longer than a stated expected term (normally three or four years), but without prejudice to reappointment by the procedures as described below, all subject to section 6.4 (c) of the Bylaws which is quoted above in Section 2-A(2).

The chair does not have tenure in office, as further specified in his or her contract; tenure as a faculty member is a matter of separate right. Division or department chairs are appointed by the dean, with authority delegated by the President through the Provost, following full consideration by the full-time tenured and tenure-track faculty members of the department. The chair of a department is appointed by the dean, following selection by (1) departmental election or (2) thorough consultation with the full-time faculty of the department and of related departments. Appointments would normally be in conformity with department members' judgments. If, in extraordinary circumstances, agreement is not reached after such consultation and consideration, the dean shall consult with the Provost, who shall have the full and separate reports and recommendations of the departmental faculty, prior to decision. Of division and department chairs and heads, the Bylaws of the University say the following:

*8.3 Division Chairmen and Department Heads. The chairman or head of each academic division or department of each college, school, or other administrative unit of the University under its dean*

*or director shall, subject to the provisions of Section 8.1, be its chief administrative officer. He/she shall be responsible for the organization and maintenance of the work of his/her department and shall make periodic reports to his/her dean or director to furnish such information as may be requested.*

## **§ 2-B FACULTY**

### **§ 2-B (1) The Faculty Assembly, Academic Senate and Faculty Councils**

The faculty at large (tenured and tenure-track faculty, non-tenure-track faculty, librarians, and retirees from these positions) constitute the Faculty Assembly. When convened in a general meeting, or acting through referendum, the Faculty Assembly is the ultimate body for determining faculty positions on academic and University issues. It usually acts through its representative bodies, the Academic Senate and the school Faculty Councils, to debate issues and express faculty opinion to the University administration.

The [Constitution of the Academic Senate](#) describes the goals of these faculty bodies as follows:

*The primary purpose of the Faculty Assembly, the Academic Senate, and the school Faculty Councils and assemblies is to contribute to the intellectual vitality of the University. They are forums for faculty decision-making, and are the voice of the faculty in the making of university policy and in the consideration of academic issues. They strive to safeguard academic freedom, full academic due process, and the tenure system. They also determine positions on faculty status, responsibilities and welfare, and other important institutional issues, and any and all issues pertaining to the well-being of the faculty and the University.*

### **§ 2-B (2) The Academic Senate**

According to its Constitution, the Academic Senate "is the representative body of the faculty at large for university-wide issues." The Senate is described in the University Bylaws as follows:

*9.4 Academic Senate The Academic Senate, as from time to time elected or designated by the faculty, shall be a deliberative and consultative body, with power to make studies, reports, and recommendations to the President of the University in any and all matters pertinent to the well-being of the faculty.*

- (a) Academic Senate Constitution and Bylaws

The complete text of the [Constitution](#) of the Academic Senate, which sets forth the purposes and organization of the Faculty Assembly, the Academic Senate, and the school Faculty Councils, may be obtained from the Senate offices.

The text of the [Academic Senate Bylaws](#) may be obtained from the Senate offices.

The Academic Senate Constitution describes the Academic Senate as a body that shall, among other responsibilities,

*seek to enhance the University's intellectual vitality..., be the voice of the faculty in making university policy..., carefully monitor University issues..., [and] strengthen faculty participation in governance.*

The Senate especially concerns itself with the processes by which major University decisions about personnel and academic policy are made, with a view to obtaining and disseminating information about such decision-making. Faculty members who accept their election to the Senate declare their individual commitment to work through it for the realization of these goals.

(b) Officers and Executive Board

As is provided in the Senate Constitution, the University-wide executive officers of the faculty are the President of the Faculty, the Academic Vice President, the Administrative Vice President, and the Secretary General. The President of the Faculty presides as chief executive officer of the Faculty Assembly, the Academic Senate, and the Executive Board. The Executive Board serves as the channel of communication between the Academic Senate and the administrative officers of the University and may act for the Senate between meetings, if there is urgency.

(c) Members

Voting members of the Academic Senate are the President of each Faculty Council, any additional delegates from the Councils as specified by the Senate Bylaws, the executive officers of the faculty, and members at large of the Executive Board. Non-voting members are the chairs of faculty committees and, if authorized by the Bylaws, representatives of other university organizations.

**§ 2-B (3) Faculty Councils**

The faculty of each school have established an elected council or assembly to participate in the governance of the unit and the University. The elected faculty President of each school's Faculty Council represents it as a member of the Academic Senate, as do additional delegates as designated by the Senate Bylaws with regard to the size of the academic unit.

## § 2-B (4) University and Senate Committees

Provision is made in the University Bylaws and in the University's current practices for a variety of advisory bodies for consultation as may be deemed necessary or appropriate by the Board of Trustees and the officers of the University. The powers and duties of these bodies are delegated by the President and are subject to the Bylaws and to the powers of the Board of Trustees.

### (a) University Committees

A system of University Committees is defined in the University Bylaws:

*9.2 (b) Committees The University Faculty shall be organized into committees. These committees shall be appointed by the President of the University, or if delegated by the President, appointed by the (i) Provost and Senior Vice President, Academic Affairs; (ii) the Academic Dean or Director; (iii) or such other officer, administrative executive or body as authorized by the President. Each shall meet at regular intervals during the academic year. Each shall appoint a secretary who shall keep a record of its proceedings. Each may make such rules of procedure, and provide for such subcommittees, as may be deemed proper. The President of the University may appoint to any such committee one or more persons not members of the Faculty.*

*9.2 (c) POWERS AND DUTIES OF COMMITTEES. Each such committee shall perform such duties as may be fixed by, and shall have such powers and exercise such authority as shall be delegated to it by the President of the University. The powers and duties to be so divided among, and assigned to, the various committees may include the following powers and duties, subject to the approval of, and a power of review in, the President of the University, and subject always to the policies and directives of the Board in effect from time to time:*

*(1) To prescribe requirements for admission, courses of study, conditions of graduation, the nature of degrees to be conferred in course, and rules and methods for the conduct of the educational work of the University;*

*(2) To recommend to the President of the University persons to receive the awards of fellowships, scholarship, prizes, and grants-in-aid;*

*(3) To recommend to the President of the University candidates for Honorary Degrees;*

(4) *To investigate all cases of misconduct of students, and violations of rules of the University by students, and through the proper officers, to administer such discipline as they determine appropriate under the circumstances;*

(5) *To prescribe rules for the regulation of student publications, athletics, intercollegiate games, social and professional activities, and other student affairs;*

(6) *To recommend to the President of the University appointments to senior faculty ranks, and the grant of tenure;*

(7) *To review, at the request of the President of the University, the academic work of departments and programs of the University, and to make recommendations thereon to the President;*

(8) *To conduct hearings on faculty grievances and on dismissals for cause, as provided in policies promulgated by the University, and to make recommendations to the President for the disposition on such matters;*

(9) *To recommend to the President of the University policies concerning the libraries and information services, research, safety in research, and protection of human subjects;*

(10) *To make recommendations to the President of the University concerning business affairs, employee benefits, financial exigency, galleries, public art, convocations, patents and technology transfer; and*

(11) *To make recommendations concerning other matters as authorized by the President of the University.*

University Committees advise the President and work closely with those administrative officers and units of the University most directly related to the responsibilities of the committee. Where appropriate, reports of University Committees are reviewed by the Academic Senate.

Members of University Committees are selected by the President upon nomination by the Academic Senate, the Student Senate, and the Staff Assembly. The Senate acts through the Executive Board.

(b) Academic Senate Committees

Academic Senate Committees are established by the Senate, with members and chairs selected by the Executive Board from the membership of the Faculty

Assembly or others. Committees report semi-annually to the Executive Board with reports forwarded to the Senate for action or publication.

The Executive Board works to coordinate University and Senate committee selection and membership.

## **§ 2-B (5) The Faculty Handbook**

The Faculty Handbook is available to the entire faculty through posting on the University web site. Consistent with University Bylaws and the delegation of authority to the President in carrying out policy established by the Board of Trustees, revisions to the Faculty Handbook are based upon recommendations from faculty and administration. These recommendations are subject to review and consultation designed to lead to a joint formulation by the faculty and administration. The joint formulation, endorsed by the Senate, and adopted by the president, is published.

The Board of Trustees has specifically affirmed its endorsement and support of a collegial process of consultation and review in the development of amendments to the Faculty Handbook. The Trustees' policy in this regard states:

*The Board of Trustees endorses and supports a collegial process of consultation and review in the development of amendments to the Faculty Handbook. This process must include, at a minimum, the Academic Senate and Provost's Council, and may also include representatives of other university constituencies which might be affected by such amendments. To be sure, any amendments that are endorsed by the Academic Senate and approved by the President will be incorporated into the Faculty Handbook. However, the University Bylaws make it clear that the Academic Senate is strictly advisory with respect to the President. Thus, in the context of a collegial process of consultation and review, the policy of the Board of Trustees has been and continues to be that the President bears the final authority and responsibility for amending the Faculty Handbook.*

## **Section 3**

# **Faculty: Academic Practices and Policies**

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### **§ 3-A FACULTY COMPOSITION**

The University Bylaws define the faculty of the University of Southern California as follows:

*9.2(a) Composition. The University Faculty shall consist of the President of the University; the Provost and Senior Vice-President, Academic Affairs; Academic Deans and Directors; and members of the teaching and research staffs holding titles including the following terms: Professors, Associate Professors, Assistant Professors, Instructors, Lecturers (but not Assistant Lecturers) and Librarians.*

The faculty consists of those properly appointed members of the teaching and research staffs holding these tenured, tenure-track, and non-tenure-track faculty titles. Academic staff such as graduate assistants (teaching, laboratory, or research assistants or associates, or assistant lecturers), distinguished practitioners or other affiliated academic staff are not designated as faculty.

### **§ 3-B FACULTY RIGHTS AND RESPONSIBILITIES**

#### **§ 3-B (1) Academic and Professional Freedom**

The University adheres to national standards and procedures concerning academic and professional freedom, academic tenure, and full academic due process. (See also sections on [Faculty Appointments, Promotions and Tenure](#); [Faculty Grievances](#); and [Faculty Dismissals](#) for details as to how this adherence is made specific.)

The University of Southern California exists for the common good, and not to further the interest of solely the individual faculty member or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

#### **(a) Academic Freedom**

Academic freedom protects all faculty. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends, specifically (1) freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Faculty members are entitled to full freedom in research and the publication of the result, subject to adequate performance of their other academic duties, but research and consultation for pecuniary return shall be in accord with University policy.

Faculty members are entitled to freedom in the classroom in discussing their subject; to the corollary responsibility to state the truth as they see it; and to the exercise of critical self-discipline and judgment in using, extending, and transmitting knowledge. Faculty members are citizens, members of learned professions, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As educational officers they should remember that the public may judge their profession and the University by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the University.

(b) Professional Freedom

Professional freedom is inherent within the concept of academic freedom and denotes the right of a faculty member to select those approaches to the development and exercise of professional competence and those allocations of time and place for alternative functions and commitments as appear best fitted for this purpose.

Professional responsibility is a corollary of professional freedom. The faculty member owes responsibility to the standards of his or her discipline, professional and faculty colleagues, students, educational institution, and the community at large.

**§ 3-B (2) Academic and Professional Responsibilities**

Although various groups contribute in different ways to the University's well being, it is the faculty--and only the faculty--who create and enhance the scholarly excellence of the University. Their importance to the intellectual life of the University and the community at large confers on them, individually and collectively, certain responsibilities to the institution, to their students, and to their respective disciplines. Consequently, faculty academic status and matters related thereto are primarily a faculty responsibility. This includes appointments, reappointments, decisions not to reappoint, promotion, the granting of tenure, and dismissal.

Faculty discharge these responsibilities through teaching, research, and service. The average activity profile of a full-time tenure-track or tenured faculty member is approximately 35-45% each of teaching and research and 5-15% of service. Although actual percentages may vary depending on the needs of the

faculty member's academic unit, it is expected that each tenured and tenure-track faculty member will make a significant contribution in each of the three areas of responsibility. Non-tenure-track faculty will have a different activity profile depending on the needs and expectations of the academic unit in which they serve. The specific nature of a faculty member's teaching, research, and/or clinical service to the University may be adapted in accordance with the demands of the specific academic unit and/or the terms of a particular faculty member's negotiated profile. The activity profile should be established through consultation between each faculty member and the dean or chair of the academic unit. Faculty members may pursue other professional activities as long as these endeavors do not detract from the faculty member's responsibilities to the University.

Teaching includes classroom and other instruction of undergraduate, graduate, and professional and post-graduate students, academic advising, preparation, librarianship, and the direction of research. Faculty are expected to meet their classes, be accessible to their students through regularly scheduled and sufficient office hours, and provide grading of student work in a timely fashion. Each class is to be provided with a syllabus outlining goals, the course schedule, readings, requirements for research papers, a timetable for examinations, the method and criteria for grading, and the means by which students can contact the faculty member outside the classroom. Students in all classes, labs, and discussion sections should be given the opportunity to provide evaluation and suggestions through anonymous course assessment forms. Faculty are expected to teach courses that have been assigned to them by the department chair, after consultation with department faculty, on the basis of departmental or school needs.

The faculty's role on curriculum is set out in the Bylaws as follows:

*9.3 Courses of Instruction. The courses of instruction in the several schools and colleges shall be prescribed by their several faculties, on the recommendation of the appropriate faculty committee and subject to the approval of the President of the University.*

Faculty in a clinical department are expected to perform clinical responsibilities that have been assigned by the department chair, after consultation with the affected individual and a standing or ad hoc department faculty committee. Such clinical assignments shall be made on the basis of departmental needs and in accordance with the normal and customary requirements of the department.

Faculty are expected to engage in high quality, continuing research of a type appropriate for the field, discipline, or interdisciplinary area. Typically, the product of the research effort is publication or its counterpart in the visual and performing arts (performances, exhibitions, and the like). Depending on the discipline, the research effort involves the supervision and mentoring of undergraduate students, graduate students, other faculty, and those occupying post-doctoral or other research positions. Similarly, depending on the field or

discipline, research can include considerable effort in the writing of proposals or related endeavors to acquire outside funding as may be needed to conduct a faculty member's research. Participation in conferences, professional societies, and peer review panels are common activities. Ultimately, the results of research are expected to contribute to the scholar's national or international reputation.

Service includes effort on committees and other activities at the departmental level through the University level. Depending on the field or discipline, this effort may include work outside the University. It is expected that the service functions of the University will be carried out largely by tenured faculty members. Tenure-track faculty and non-tenure-track faculty generally have reduced responsibilities in service activities.

Teaching, clinical, and service assignments shall not be made for discriminatory or retaliatory reasons. Claims that assignments violate this or any other provision of the Faculty Handbook, other University policies, or provisions of law are subject to review through the grievance procedure, but contested teaching and clinical assignments shall be performed pending any such review.

### **§ 3-B (3) Full-Time Service**

Full-time service of faculty includes:

Performance of teaching duties, clinical duties, or librarianship in accord with established requirements of the particular school or department in which the faculty member is employed;

Professional development and enhancement of the public good and of the strength of the University through research, scholarly publication or other creative activity, and activity in professional groups and societies;

Counseling of students, assisting in registration and Commencement, maintaining regular office hours, serving on University Committees, and performing such other University service as may be needed during the academic year.

### **§ 3-B (4) Contractual Conditions**

Contracts or letters shall be issued to all academic personnel, full-time or part-time, by the appropriate University officer, specifying academic rank and title, salary, tenure status, starting and ending dates for all appointments, and Tenure Decision Date (where appropriate). Any other conditions or limitations of employment also shall be given. The Provost shall issue annual contracts or letters to all full-time faculty. The Provost or deans shall issue contracts or letters to all other faculty giving the title, salary, and terms of the appointment. No full-time or part-time employee is considered to have faculty status unless

the President, Provost, or dean has signed a written contract or letter for that employee specifying a faculty title.

Whenever possible, contracts or letters shall be issued and delivered to all continuing faculty by the date of University Commencement.

**§ 3-B (5) Periods of Service**

Except for academic recess and University holidays, the period of service for academic year faculty is from August 16 through May 15 of the following calendar year and the period of service for fiscal year faculty is from July 1 through June 30 of the following calendar year.

**§ 3-C RESPONSIBILITIES TO STUDENTS**

The faculty of the University of Southern California expect themselves and one another to maintain high standards in the conduct of their courses. For a general statement of faculty responsibilities in teaching as well as research and service see Section 3-B on Faculty Rights and Responsibilities.

For specific information relating to most student concerns, the primary documents of authority are the [University Catalogue](#) and [SCampus](#). The program requirements listed in the Catalogue supersede any information contained in any bulletin of any school or department. Specific information about matters not covered in the catalogue can be found in the [Schedule of Classes](#); the [Grading and Correction of Grades Handbook](#); and the [Student Directory](#) (on-line only). For reference purposes, the following table delineates the appropriate university document for various common faculty-student administration issues.

<b>Specific Issue</b>	<b>Source(s)</b>
Information about conduct of courses, grading, student records, students with disabilities, ethics of graduate study, and academic integrity	<a href="#">University Catalogue</a> ; <a href="#">Schedule of Classes</a> ; <a href="#">Grading and Correction of Grades Handbook</a> ; <a href="#">Student Conduct Code</a> ; sections of <a href="#">SCampus</a> ; <a href="#">Code of Ethics</a>
Information about registration, withdrawal, drop and add procedures, dates and locations, and rescheduling of classes	<a href="#">University Catalogue</a> ; <a href="#">Schedule of Classes</a>
Information regarding the administration of mid-term exams, final exams, accommodations for students with disabilities, and submission of grade reports	<a href="#">University Catalogue</a> ; <a href="#">Schedule of Classes</a> ; <a href="#">Grading and Correction of Grades Handbook</a> ;
Information on identifying and responding to academic dishonesty	<a href="#">Student Conduct Code</a> and <a href="#">University Governance</a> sections of <a href="#">SCampus</a>
Email and contact identification for enrolled students	<a href="#">Student Directory</a> (On-line only)

The following administrators and their staffs may also be consulted regarding matters not covered in the foregoing publications: Vice President for Student Affairs, Vice Provost for Enrollment, Dean of Academic Records and Registrar, and the advisement and administrative offices in the various academic units of the University.

## **§ 3-D COMPENSATION**

### **§ 3-D (1) Pay Schedule and Payroll Information**

It is the policy of the University to make payroll schedules and information readily available to faculty members, and updated regularly. In order to access the most current payroll information, faculty are directed to the payroll information web sites for the [University Park Campus](#) and the [Health Sciences Campus](#), respectively. These web sites provide up-to-date information on required paperwork pertaining to payroll information for appointments, elections, deductions and terminations.

### **§ 3-D (2) Additional Compensation**

Compensation is based on a nine-month academic year or a twelve-month fiscal year.

*Academic Year Activities.* Full-time faculty members on academic year or fiscal year appointment may receive extra compensation from non-grant funds during the academic year or fiscal year, respectively, subject to the approval of the Provost.

*Summer Teaching.* Members of the full-time faculty are given first option to teach courses offered by their departments during the Summer Session. Full-time faculty on academic year appointments may receive up to 3/9 of their base pay from non-grant funds during the summer months, subject to the approval of their dean.

*Research and Other Sponsored Activities.* The United States government and some private agencies do not permit extra compensation or override payment during the academic year on grants or contracts. No override payment is permitted for 12-month employees. For government grants and contracts during the summer, 2/9 of the base annual salary may be earned for two months' service by faculty on academic year appointments. An additional 1/9 for one more month's service is permitted when approved by the awarding agency. In either case, the arrangement should be included in the proposal to the government or private agency concerned.

## **§ 3-E LEAVES OF ABSENCE**

### **§ 3-E (1) Length of Leaves**

Leaves of absence are governed by policies and provisions described below. Most types of leaves are granted for one semester or one year as a maximum. After more than two years on leave or absent from duty, a faculty member's employment may be terminated by the President or Provost without formal proceedings, except when the Provost grants an extension.

### **§ 3-E (2) Sabbatical Leave**

Sabbatical leave may be granted to faculty members after either six years or six semesters of accrued full-time service at the University. Deans and directors should take into consideration the following factors when making recommendations to the Provost:

- A definite and well-defined research or study program must be submitted for approval. A candidate should indicate what the prospects of completion of the project will be.
- Sabbatical leave will be allowed (a) one semester on full salary for each six years of service, (b) one academic year on half salary for each six years of service, or (c) one semester at half salary for each six semesters of service.
- A faculty member on sabbatical leave should not engage in other activities for remuneration that would intrude on his or her sabbatical research.
- The absence of a faculty member should not jeopardize the academic program of his or her department.
- It is expected that the faculty member will return to the University for at least one year after sabbatical.
- A final report shall be provided to the dean or director upon the faculty member's return.
- Normally, sabbatical leave is taken immediately following the period of service to which the leave relates. The sabbatical leave privilege may not be accumulated; e.g., after 12 years, a sabbatical of two academic years may not be taken.
- Also, the sabbatical should be taken over consecutive academic periods (e.g., fall and spring semesters of a given academic year, or spring semester and fall semester of consecutive years, but not fall of one academic year and fall or spring of the following academic year). Benefits shall continue during the paid sabbatical.

A department may recommend to the dean exceptions to these policies, however, to facilitate work or to meet other needs of the department, the school, or the University. Such exceptions must be approved in writing by the Provost.

### **§ 3-E (3) Medical Leaves of Absence (Including Maternity Leave)**

The Provost may grant a medical leave of absence without pay to any faculty member who is temporarily unable to work due to a disability or serious medical condition, for the period of his or her disability.

A tenure track faculty member who has been granted medical leave may request an extension of the Tenure Decision Date. Such extensions shall be requested in writing and shall be directed to the Committee on Probationary Deadlines for its review and recommendation in writing to the President, either prior to the leave or within six months after returning to regular activities.

A faculty member who is absent because of illness for a brief period should make arrangements through his or her department chair to see that his or her teaching and other responsibilities are met.

Faculty members do not have a specific number of days a year during which they are allowed sick leave. Absences for more than seven consecutive days that are due to accident, illness or other temporary medical disability (including pregnancy, childbirth, and related medical conditions) may qualify the faculty member for disability benefits. Additional information is available from the Benefits Office

Insurance benefits ordinarily provided by the University and for which the faculty member is otherwise eligible, will be continued during the period the faculty member is medically certified as unable to work due to a medical disability or serious health condition. The cost of coverage normally borne by the faculty member will remain the responsibility of the faculty member. Once a doctor has certified the faculty member medically able to return to work, the faculty member is responsible for paying the full cost of benefit premiums until he or she returns to active service.

The Provost may place on leave without pay faculty members who are absent for more than two weeks whether or not they qualify for disability benefits. Medical and special leaves may be granted for consecutive periods not to exceed one year on any single occasion.

### **§ 3-E (4) Military Leave**

The University grants military leave in accordance with law. For details, see the [University Policies](#) "Staff Employment Policies and Procedures," section 3.14.

### **§ 3-E (5) Family Leave**

The following provisions apply to all tenured and tenure-track faculty at the University of Southern California. They concern tenure-clock policy and paid leave and are separate from the unpaid leave requirements of applicable law. Provisions regarding paid leave may be extended to other full-time continuing faculty only on the recommendation of the dean with the approval of the Provost.

Tenure-track (probationary) faculty members who give birth or father or adopt a child under the age of six years during their probationary period shall, at their request, receive a one-year extension of the Tenure Decision Date. Requests for such extension should come from the faculty member via the dean to the Provost. Such extension shall not require that the faculty member take advantage of any other benefits provided by this faculty leave policy.

Faculty members who give birth or father or adopt a child under the age of six years shall receive ten weeks of paid leave of absence. This leave may be taken at any time within six months of the event at the discretion of the faculty member. The date of the event for an adoption is defined as the date of receipt of physical or written custody of the child. With agreement from the dean, the window for taking the leave may be extended up to a year and other arrangements for timing (e.g., half-time leave for twenty weeks) to the mutual convenience of the faculty member and the department may be arranged. This provision of flexibility in regard to timing is made to accommodate (1) the specific requirements of faculty who are not obligated by contract during the summer but are expected in that time to produce the work upon which their research accomplishment depends and (2) the demands of classroom obligations created by the semester calendar.

The ten weeks of paid leave shall be counted against the twelve weeks of unpaid leave allowed by law (that is, a faculty member who takes ten weeks paid will be entitled to an additional two weeks unpaid, but not more).

This option of paid leave is not under any circumstances convertible to a cash benefit.

If both parents of a child born or adopted are University faculty, then the two parents are entitled to only one paid ten-week leave, but the ten weeks may be apportioned between them at their discretion.

### **§ 3-E (6) Jury Duty**

As a general rule, faculty serve when summoned for jury duty. Postponements may occasionally be granted by the jury commissioner. Evidence of such service may be required by the University. Jury service that interferes with teaching and which lasts for longer than two weeks, however, should be avoided whenever possible. Jury duty service policies are posted on the [University Policies](#) website.

### **§ 3-E (7) Vacation**

Faculty members on fiscal year appointments are entitled to 20 working days annual vacation, at a time agreed upon with the department of appointment so that it does not conflict with faculty responsibilities. The maximum amount of vacation a faculty member on fiscal year appointment can accrue at any time is 35 working days. Faculty members who accrue the maximum amount of vacation are not eligible to earn any additional vacation until that accrued vacation is reduced to below the maximum level.

### **§ 3-E (8) Indefinite Leave**

The President may place faculty on what is known as indefinite leave of absence only as provided by Section 4-E.

### **§ 3-E (9) Special Leave**

The Provost may grant a short-term leave of absence, one or two semesters without pay, to any faculty member. Faculty anticipating a leave without pay should consult the Benefits Office for information about the effect of the leave on their fringe benefits.

A tenure-track faculty member who has been granted special leave without pay, may request an extension of the [Tenure Decision Date](#). Such extensions shall be requested in writing and shall be directed to the Committee on Probationary Deadlines for its review and recommendation in writing to the President, either prior to the leave or within six months after returning to regular activities.

## **§ 3-F BENEFITS**

The University of Southern California provides extensive benefit programs to benefits-eligible faculty. In addition to benefits required by law, those programs currently include health insurance, dental insurance, retirement benefits, child care, tuition assistance for the faculty member and his or her eligible spouse and dependent children, tuition exchange for eligible faculty children, life insurance and various other benefits.

The particular provisions of each of the above benefit programs are determined by the USC Senior Vice President for Administration after consultation with faculty through the University Employee Benefits Advisory Committee and the Senate Committee on the Faculty Environment. Current provisions are discussed in the University publication [Your Benefits for 200\\*](#).

## **§ 3-G PERSONAL CONFLICTS OF INTEREST IN EMPLOYMENT**

Having a family or other intimate relationship to a current member of the faculty or staff shall not be a bar to equal opportunity in employment for anyone. At

the same time, any faculty member in such a relationship should take all reasonable steps to avoid a conflict of interest or the appearance of a conflict of interest in his or her USC work that could arise from the relationship. In particular, a faculty member shall not participate in any decision (such as decisions concerning initial appointment, retention, promotion, salary, or leave of absence) that involves either a direct benefit or a detriment to a person with whom he or she has an intimate or family relationship. Faculty members shall not supervise directly or evaluate the work of a person with whom they have such a relationship. For example, a principal investigator shall not hire on a grant or contract a person with whom he or she has an intimate or family relationship. In an unusual situation that would otherwise call for a subordinate to report to a superior with whom he or she has a relationship, the Provost's written permission is required to authorize special arrangements, such as having the subordinate report instead to an unrelated third party. (See also subsection 6-B(5), [Consensual Relationships](#).) To protect privacy, faculty members who choose to recuse themselves from such decisions or supervisory responsibilities are not required to state reasons.

If a faculty member is in doubt concerning the possibility of a conflict of interest, it is recommended that the faculty member consult the department chair or dean. A department chair or dean who has similar doubts should initiate discussion with the faculty member; and any other faculty member with such concerns should raise them with the chair or dean, who should take appropriate steps. Advice in these situations should be sought from the Vice Provost for Faculty Affairs and the President of the Faculty. Confidentiality shall be protected to the fullest extent possible.

### **§ 3-H POLITICAL PARTICIPATION**

As citizens, the faculty members of the University have the same rights and responsibilities of free speech, thought, and action as all American citizens. Their position, however, imposes special obligations, such as emphasizing that they are not institutional representatives, and exercising appropriate restraint.

Faculty members have a binding obligation to discharge instructional and other regular duties, and performance of these duties may be impaired by any private activity requiring a large portion of time. For the protection of both faculty members and the University, faculty members campaigning as political candidates for state or federal offices will do so on their own time. For the period of such candidacy, it is required that they obtain leave of absence or continue work at the University on a part-time basis. Such leave of absence is not a sabbatical leave and, if full-time, is also without pay.

Leave of absence is not required of faculty members who become candidates for or are elected to offices of a temporary or part-time nature, such as a membership on a municipal charter revision commission, delegate to the State Constitutional Convention, a member of a local school board, or a holder of municipal office.

This policy is intended to safeguard the freedom of speech, thought, and action of faculty, and to avoid impairment of the significant contributions they are capable of making toward improved local, state, and federal government.

### **§ 3-I            OUTSIDE ACTIVITIES OF FACULTY MEMBERS**

The University of Southern California encourages faculty involvement in outside consulting, research, and professional activities, as well as community service. However, since the primary responsibility of a full-time faculty member is to the University, limits on outside activities must be set. Within the limits specified below, such activities provide an opportunity for the professional development of the faculty member and the enhancement of the University's impact beyond the classroom and laboratory. However, the facilities and services of the University may not be used in connection with compensated outside effort except to a purely incidental extent, or for appropriate University-determined compensation and in accord with University regulations.

#### **§ 3-I (1)    Conflict of Interest**

Each full-time faculty member owes primary professional responsibility to the University and shall be alert to the possibility that outside obligations, financial interests, or employment can affect the objectivity of decisions as a member of the University community.

To assist faculty members in understanding possible conflicts of interest or other problems that may develop, and to alert the individual, the department chair, and the University to potential conflict of interest, the following information is set forth:

If in doubt concerning the possibility of conflict arising from a consulting or other remunerative activity, the faculty member should consult the department chair or dean. A department chair or dean having similar doubts should initiate discussion with that faculty member.

The Department of Contracts and Grants serves as a resource for information about government and University policies and regulations regarding conflict of interest. (See also [policies](#) posted on the University website.) This office bears responsibility to collect this information and disseminate it to the deans of the schools and colleges of the University and to other administrative personnel. Thus, faculty members who report to them and who are working on government-sponsored activities are kept abreast of [policies](#) and regulations touching upon conflict of interest.

#### **§ 3-I (2)    Professional Affiliations**

Faculty members who belong to professional associations and societies or who serve on scholarly or advisory bodies in their field of expertise will necessarily be

absent from campus on occasion. Except in emergency situations, faculty members shall notify their department chairs in advance of absences and make whatever arrangements are required according to University policies, so that absences interfere only minimally with their normal teaching and research responsibilities. (See also [policies](#) posted on the University website.)

### **§ 3-I (3) Outside Consulting**

Many faculty have the opportunity to receive recognition and remuneration through consultation with outside organizations. The nature of the consulting work should be evaluated in terms of its worth as a scholarly experience and should in no way detract from the prestige of the University or the professional stature of the faculty member. (This is not intended to interfere with general personal or nonprofessional activities of the faculty member.)

The University obligations of faculty members are complex and not always clearly separable from their broader activities as professionals. The degree to which obligations are met, therefore, cannot easily be ascertained by time records or publications lists. As a result, the University has established limits on the amount of time that normally can be devoted to outside consulting work.

A full-time faculty member may not consult for more than thirty-nine days during an academic year. During summer months when a faculty member is supported by either the University or government contracts and grants, a prorated limit on the permissible number of consulting days applies.

In rare instances circumstances may warrant an exception to this policy. Requests should be made prior to the period during which consulting will take place. Approval must be secured from the Provost.

It should always be borne in mind that consulting is a conditional privilege granted by the University. As such, the University is the final judge of the appropriateness of the outside activity and whether it unduly compromises the faculty member's primary responsibilities implicit in his or her contract for full-time employment with the University.

### **§ 3-I (4) Outside Teaching**

Faculty members occasionally have the opportunity to receive recognition and remuneration through concurrent teaching with outside institutions. Such teaching should be evaluated in terms of its worth as a scholarly experience and its appropriateness and not detract from the prestige of the University or the professional stature of the faculty member or unduly impinge on the faculty member's primary responsibilities with the University. Such outside teaching should be an unusual circumstance, and should ordinarily be a response to special or emergency teaching needs of a sister institution.

A regular, full-time faculty member may teach concurrently at another institution, in accord with the principles stated above, upon the express written prior approval of his or her dean, following a letter from the appropriate officers of the other institution identifying the special or emergency needs that occasion their request. Deans shall keep the Provost informed in a timely fashion concerning any concurrent teaching to be done by a faculty member of their unit at other educational institutions.

**§ 3-I (5) Endorsement of Commercial Products**

Any action of a faculty member that might seem to commit the University to an endorsement of a commercial product should be avoided unless expressly authorized in advance by the Provost.

**§ 3-J CANDIDACY FOR DEGREES**

Faculty members shall not be candidates for degrees in the same school in which they have an appointment. In addition, assistant professors on the tenure track should not simultaneously be candidates for degrees anywhere at the University. Individual exceptions may be made only with the approval of the Provost or of a special committee appointed by the President.

## **Section 4**

# **Faculty Appointment, Promotion, and Tenure**

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## **§ 4-A AUTHORITY**

The University Bylaws provide in Section 6.4 (d) that

*The President of the University shall have full power of appointment, direction, and supervision of the faculties and the organization thereof.*

The President may delegate to the deans the authority to make appointments and promotions of non-tenure-track faculty and instructors and assistant professors on the tenure-track. The Provost may make appointments and promotions at any rank, and is the only official delegated by the President with the authority to grant tenure, make appointments of associate professors and professors on the tenure-track, or award special designations. Procedures for the appointment of faculty below the Associate Professor level customarily are abbreviated by agreement with the academic units.

## **§ 4-B FACULTY DESIGNATIONS AND ORGANIZATION**

### **§ 4-B (1) Tenured and Tenure-Track Faculty**

Tenured faculty and tenure-track (probationary) faculty, and librarians on continuing appointment or in positions leading to consideration for continuing appointment, are generally appointed on a full-time basis, and are appointed to one of the following ranks:

#### **INSTRUCTOR**

Entry-level position, generally for those who have not yet completed their terminal degree.

#### **ASSISTANT PROFESSOR**

Entry-level position, generally for those who have completed their terminal degree.

#### **ASSOCIATE PROFESSOR**

Senior faculty rank.

#### **PROFESSOR**

Highest faculty rank.

#### **LIBRARIANS**

Librarian I, II, III, and IV are titles corresponding to Instructor, Assistant Professor, Associate Professor, and Professor respectively. Librarians III-IV are eligible for continuing appointment. Additionally, in the Law School, Law Librarian I and II may be tenure-track titles, and Law Librarians III-IV may be eligible for tenured appointments.

## **§ 4-B (2) Non-Tenure-Track Faculty**

Non-tenure-track faculty are those on appointments that do not lead to consideration for tenure. They may be appointed on a full-time or part-time basis, as specified below.

The titles and modifiers below are restricted to non-tenure-track faculty:

### **LECTURER**

An individual engaged primarily in teaching (and teaching-related duties) with reduced obligation for research and University service. Such an appointment may be up to three years, part-time or full-time.

### **SENIOR LECTURER (SPECIAL SKILLS)**

An individual engaged primarily in teaching (and teaching related duties) with reduced obligation for research and University service. Such an appointment may be made, based on careful academic review, following three years of full-time service as lecturer. Appointments as senior lecturer (special skills) are restricted to individuals teaching special skills that, although important to the academic enterprise, are ancillary to the central academic purpose of a degree-granting program and unit.

Special skills teaching is authorized for the teaching of undergraduate or professional school courses in the American Language Institute, for language laboratories (directors), the writing program, business communications, business law, computer programming, musical instruments, acting and technical aspects of Cinema/TV. The President of the University may from time to time approve, after appropriate consultation, new categories of special skills lecturers.

### **ASSISTANT PROFESSOR (NON-TENURE-TRACK)**

Designates faculty in selected disciplines in the College of Letters, Arts and Sciences who have recently attained their degrees and who are involved in research and teaching with reduced obligation for University service. Such an appointment may be made, based on careful academic review and with the approval of the Provost, for a term of up to three years with no possibility of renewal.

### **ADJUNCT**

Designates an individual whose professional accomplishments qualify him or her for a ranked position on the faculty to teach in an area of special expertise (Part-time only). The term is used to modify the titles: Instructor, Assistant Professor, Associate Professor, and Professor (such as "Adjunct Associate Professor").

## RESEARCH

Designates an individual conducting research, principally on external funding, usually associated with a center, institute, or laboratory rather than a degree-granting department. May engage only in limited teaching and only as an ancillary responsibility. The term is used to modify the titles: Instructor, Assistant Professor, Associate Professor, and Professor (such as "Research Assistant Professor").

## VISITING

Designates temporary faculty who are: (a) citizens of another country limited by their visas to temporary service; (b) on leave from another university or college; or (c) on leave from industry, government, or the professions. The term is used to modify the titles: Instructor, Assistant Professor, Associate Professor, and Professor (such as "Visiting Associate Professor"). Not appropriate for other faculty who are hired on a short-term or temporary basis. Appointed on an annual basis. May be renewed only once.

## CLINICAL

Designates faculty primarily involved in clinical practice rather than teaching or research (part-time only). The term is used to modify the titles: Instructor, Assistant Professor, Associate Professor, and Professor (such as "Clinical Associate Professor").

## PROFESSOR OF CLINICAL (SUBJECT)

An individual usually on external funding and engaged in teaching or research as an ancillary responsibility. Usually located in a health service delivery department (e.g., a Department of Anesthesiology). In this case "Clinical" modifies the discipline rather than the rank (such as "Associate Professor of Clinical Anesthesiology").

## CLINICAL PROFESSOR OF LAW

Designates faculty primarily involved in skills teaching through representation of clients and simulation exercises (such as "Clinical Associate Professor of Law").

## PROFESSOR OF RESEARCH (SUBJECT)

A Medical School title only. Equivalent to RESEARCH title described above (such as "Associate Professor of Research Medicine").

## EMERITUS

The designation Emeritus may be awarded to a tenured or full-time non-tenure track faculty member on or after retirement, or may be approved in contemplation of retirement to be effective upon retirement. The award of the designation is not automatic. It indicates honorable retirement from assigned duties, recognizes faithful service worthy of high commendation, and expresses an anticipation of continued membership in the academic community. The President may approve the title to be

added to the last academic title a faculty member held in active service (e.g., professor emeritus.) The President will consider the recommendation of the department or other appropriate academic unit and the dean, the individual's curriculum vita, and a summary of the individual's contributions. The President may also approve the designation for a title of honor or administrative title (e.g., named chair emeritus, Distinguished Professor Emeritus, dean emeritus.) The emeritus designation carries with it the honor of the title and the use of University facilities as authorized by the Provost. An emeritus faculty member is eligible to be recalled to service on a year-to-year or other fixed term basis (without tenure and generally without eligibility for benefits) for whatever services, compensation, and percentage of effort are agreed between the individual and the dean with the approval of the Provost. As agreed between the individual and the dean with the approval of the Provost, the emeritus faculty member (whether with or without compensation) may be authorized to continue to be principal investigator of grants and contracts, have research space as allocated, direct graduate students, and continue active participation in departmental and university activities as agreed.

#### AFFILIATED ACADEMIC STAFF

The following titles are appropriate for individuals of special expertise or renown who come to the campus on a temporary basis (usually one year or less) with or without compensation and who are not members of the faculty:

- Artist in Residence
- Executive in Residence
- Scholar in Residence
- Writer in Residence
- Postdoctoral Fellow
- Visiting Scholar
- Visiting Critic

Such titles are conferred by the dean of an academic unit, who will inform the Provost of the conferring of this designation and its duration. These individuals shall be accorded courtesy privileges for the use of the libraries and other research facilities, eligibility for parking, bookstore privileges, and office space as available.

These titles may also be bestowed on existing faculty members.

#### **§ 4-B (3) Special Designations**

The following special designations that modify faculty titles may be used. They are subject to approval by the President.

#### DISTINGUISHED PROFESSOR

Awarded on a very selective basis to those few professors in the University who have brought special renown to the University through their accomplishments

#### UNIVERSITY PROFESSOR

Awarded to a small number of professors who, because of their multi-disciplinary interests and significant accomplishments in several disciplines, qualify for an appointment that transcends any single field of study. Generally, a faculty member accorded this title also has a tenured faculty appointment in a specific academic unit.

#### NAMED PROFESSOR OR CHAIR

Awarded to a distinguished faculty member in a specific discipline who is supported wholly or in part by funds given for this purpose. This designation is generally made on a one-year or other short-term basis, subject to renewal depending on the practice and customs of the school in which the appointment is made.

#### CLINICAL SCHOLAR

Awarded to non-tenure track-faculty in the Keck School of Medicine and School of Dentistry who have gained high scholarly distinction in their fields without fitting into the traditional profile of tenure. Faculty receiving the Clinical Scholar designation (e.g., "Professor of Medicine (Clinical Scholar)") are permitted to use the titles professor and associate professor without modification.

#### IN RESIDENCE

The following titles are appropriate for faculty members with special expertise or renown:

Artist in Residence  
Executive in Residence  
Scholar in Residence  
Writer in Residence

#### **§ 4-B (4) Maintaining the Tenure System**

An individual holding a tenure-track faculty appointment must, by the end of the probationary period, either be granted tenure or be given a terminal appointment; such an individual cannot be retained on a non-tenured, full-time basis past the maximum probationary period except under extraordinary circumstances and with the approval of the Provost, including use of a non-tenure-track faculty title.

When there is a proposal to shift an individual from tenure-track faculty status before the end of the probationary period, documentation will be submitted for

the Provost's review to show that the individual actually will have the work profile of a non-tenure-track faculty member.

Each school policy shall maintain a limit for the maximum number of non-tenure-track teaching faculty appointments, as a percentage of tenured and tenure-track faculty appointments, so as to preserve the tenure system as the principal form of faculty appointment.

When a non-tenure-track faculty member is renewed for more than three continuous years, documentation will be submitted for the Provost's review to show that the individual has the work profile of a non-tenure-track rather than a tenured or tenure-track faculty member.

## **§ 4-C APPOINTMENTS**

### **§ 4-C (1) Appointments to Tenure and Tenure Track**

Full-time tenure-track and tenured faculty appointments are for service during the academic or fiscal year and are made on the bases described below.

*Instructor and Assistant Professor.* Appointed on an annual basis with the possibility of renewal. A tenure decision shall be made in accord with the schedule described in established policy (see Section 4-D).

*Associate Professor.* Generally comes with tenure, but if appointed without tenure, a decision on tenure shall be made in accord with the schedule described in established policy (see Section 4-D).

*Professor.* Generally comes with tenure, but if appointed without tenure, decisions on tenure shall be made in accord with the schedule described in established policy (see Section 4-D).

Faculty members in their probationary periods are appointed for specific terms, in accordance with the customs of their academic units, of one to three years. The University is under no obligation to reappoint a tenure-track faculty member or to renew the appointment for the full probationary period (see Section 4-F(3)).

### **§ 4-C (2) Appointments to Non-Tenure Track**

All initial appointments of non-tenure-track faculty must be approved by the dean or Provost. Every school is required to maintain a written statement of policy on non-tenure-track faculty. Proposed non-tenure-track faculty policies of a school are formulated with the concurrence of the Dean and the tenured and tenure-track faculty, acting through the tenured and tenure-track faculty on the elected faculty council or, in some smaller units, the entire tenured and tenure-track faculty. The statement of policy will be submitted for approval by the Provost.

For each proposed statement of policy submitted for review, the Provost will seek the advice of the Academic Senate Executive Board on whether (1) the procedure used in formulating and endorsing the policy provided adequate means for the faculty to fulfill its responsibility for matters of faculty academic status; (2) the content of the proposed school policy is consistent with the University requirements set out below; and (3) the proposed policy has no adverse University-wide implications. School policies determined by the Senate Executive Board to meet the standards set out in this paragraph need not be considered by the full Academic Senate according to the process used for revisions of established faculty policies.

Full-time non-tenure-track faculty are treated equally with tenured and tenure-track faculty with respect to all fringe benefits as defined by the established faculty policies. However, Visiting Faculty are not generally eligible for pension benefits.

School policies may also extend eligibility for sabbatical leaves for research or other scholarly activity (consistent with the candidate's expected faculty profile) or other perquisites of tenured or tenure-track faculty on a categorical basis, or may provide for such extension on the basis of individual negotiation.

Each school must have active participation from non-tenure-track faculty members on non-tenure-track faculty policies. The [Academic Senate Constitution](#) has provisions concerning participation in faculty governance by non-tenure-track faculty (Article 5, Section 6).

### **§ 4-C (3) Joint Appointments**

A joint appointment between two schools or divisions of the University may be tendered if the faculty member will teach or conduct research in both schools. A tenured appointment may be made, however, in only one school. Promotion to a higher rank for faculty holding joint appointments should be initiated by the school of primary appointment.

### **§ 4-D LENGTH OF APPOINTMENT**

#### **§ 4-D (1) Probationary Period for Tenure-Track Faculty**

The Recommendation for Appointment Form requests specific information as to the number of years of full-time tenure-track service at other institutions and the date before which a decision on tenure must be made at the University of Southern California. This date, called the Tenure Decision Date, is 12 months before the expiration of the stated probationary period.

A new faculty member, like those already employed by the University, should be assured that his or her record shall be reviewed annually by his or her academic unit according to known and established procedures. A decision on tenure shall

be reached and communicated to the tenure-track faculty member at the latest by his or her Tenure Decision Date.

Occasionally, an outstanding new faculty member is recommended for tenure at the end of his or her first year. In this case the original dossier may be resubmitted with clear evidence of continued achievement and collegial activity.

In unusual instances, an outstanding faculty member is accorded tenure at the time of appointment to the University of Southern California, upon the recommendation of the established committees and the dean.

The probationary period shall not exceed twelve years beginning with the faculty member's first full-time tenure-track faculty appointment in an institution of higher education (except in the special case described at the end of this paragraph). Any school of the University may require an earlier decision, as specified below. Prior probationary service at another institution shall count towards the faculty member's school-specific maximum probationary period. With one year of prior probationary service, the maximum probationary period shall be one year shorter; with two years of prior probationary service, the maximum probationary period shall be two years shorter; with three or more years of prior probationary service, the maximum probationary period shall be three years shorter--even though, thereby, the faculty member's total probationary period is extended beyond the school-specific maximum. In no case shall the probationary period of a faculty member be such that his or her time in a full-time tenure-track faculty appointment, including years spent elsewhere, extend more than four years beyond the maximum probationary period of his or her school; and no school of the University shall let the probationary period of a faculty member be longer than fourteen years in a full-time tenure-track faculty position.

If a tenure-track faculty member initially commences full-time academic duties on or after December 1, the remainder of that academic or fiscal year shall not be included in calculating the maximum length of the probationary period.

The letter of appointment for each new faculty member must specify the Tenure Decision Date, which will be determined by the length of the school-specific maximum probationary period and any credit accorded for full-time tenure-track, continuous, prior service. The letter should also explain the school-specific relationship between the decision on promotion and the decision on tenure. A signed copy of the faculty member's acceptance must be filed with the Provost. Unresolved questions concerning what prior service must or must not be counted, and other matters pertaining to the length of the probationary period, shall be directed to the Committee on Probationary Deadlines (previously known as Special Committee on Promotion and Tenure Policy) for its review and recommendations to the President.

The annual letter of reappointment or contract for each tenure-track faculty member shall incorporate the Tenure Decision Date, reflecting any adjustments approved during the prior year.

#### **§ 4-D (2) Term of Employment for Non-Tenure Track Faculty**

Non-tenure-track faculty are appointed to fixed-term contracts that must specify the starting and ending dates of the appointment and the duties of the appointment. The date on which each appointment ends shall be specified in the appointment letter and any subsequent reappointment letter. That letter also constitutes adequate notice of non-reappointment, and the appointment will expire at the end of its term, unless there is a written renewal.

Non-tenure-track faculty appointments do not count toward a probationary period and do not lead to consideration for tenure. A signed copy of the non-tenure-track faculty member's acceptance must be filed with the dean prior to commencement of employment.

#### **§ 4-E CONDITIONS OF TENURE**

Tenure confers on its bearer the right to hold his or her position with pay until retirement. Only for adequate cause and through stipulated procedures may the faculty member be dismissed, demoted, or placed on indefinite leave without pay from that position.

Tenure and promotion are separate processes. Tenure should be considered on an individual basis and should be fully justified.

The President is empowered by the Board of Trustees to take action relating to appointments, promotions, demotions, dismissals, and assignments to indefinite leave, of all personnel holding tenured positions as defined herein. In such actions the President is advised by the Provost and the appropriate University committee, and may delegate his or her authority to the Provost.

Tenured faculty shall not be dismissed or demoted except for adequate cause as defined in [Faculty Dismissals](#).

Tenured or untenured faculty may be urged to apply for disability status in the event of physical or mental incapacity. The Provost may place tenured or untenured faculty on Special Leave of Absence upon proof of severe physical or mental incapacity. The intention is, whenever reasonable, that tenured or untenured faculty be returned from disability to active status. If the tenured or untenured faculty member does not return to active service after one year's absence, the Provost may terminate his or her appointment without formal proceedings. In such cases financial benefits that have accrued as a result of service to the University shall not be forfeited.

Tenured faculty may be placed on indefinite leave without pay if reduction in faculty becomes necessary under extraordinary circumstances because of demonstrated financial exigency. Financial benefits accrued through their University service shall not be forfeited.

## **§ 4-F EVALUATION, REAPPOINTMENT, AND PROMOTION OF TENURE-TRACK AND TENURED FACULTY**

### **§ 4-F (1) The Dossier**

The dossier should present the evidence gathered by both internal and external peer review of a candidate's fitness for tenure, or for appointment or promotion as associate or full professor. It should include balanced and accurate statements of the assessment of the case by faculty departmental and school committees, as well as by department chair and dean. Candidates for promotion and tenure should supplement their curriculum vitae with a personal statement outlining their accomplishments and goals in teaching and research and candidates for appointment from outside the University should do so whenever feasible. The teaching record should be accompanied by evaluations of classroom instruction and all other pedagogic activity. External letters of evaluation should be solicited from leading experts in the field chosen for their competence to judge the candidate's academic and, where appropriate, professional qualifications (to be documented by inclusion in the dossier of biographical information); wherever possible, such experts should be sought at peer universities, but it is recognized that they may be found elsewhere as well.

Although some of the reviewers may be selected from a list of names provided by the candidate, most should neither be from that list nor have a close personal or professional relation with the candidate. The dossier must include all letters of evaluation received, as well as information on all those asked to give an evaluation who did not do so. The dossier also contains representative samples of the candidate's scholarship or professional performance and his or her service record.

### **§ 4-F (2) Evaluation Process**

Evaluation of each faculty member shall be made at the time of consideration of promotion to associate professor as specified below, and, for schools where promotion policies allow for promotion to associate professor without tenure, prior to the end of the probationary period, in each case subject to annual reappointment of the faculty member.

To ensure that a tenure decision is made following proper faculty review, every effort must be made to bring each case to the attention of the appropriate faculty reviewing bodies. As a result of this evaluation, the faculty member ultimately shall receive either a tenure contract from the President or timely notice, as specified above, that his or her contract of employment with the University will not be renewed.

The principles of academic freedom and tenure, which are firmly established in this and all other major American universities, rely on an established probationary period during which excellence in teaching and scholarly research

can be demonstrated by faculty. An established probationary period only has significance if there is a definite time at which the probationary period ends.

A university is as strong as its faculty. A principle especially important to achieving a strong faculty is that the quality of a faculty member's work not be assessed by the potentially capricious judgment of any single person, but rather by a searching review by the faculty member's colleagues. This principle is given form by making sure that each faculty member is provided a Tenure Decision Date when this process of review must be completed, and ensuring that the President, as is required by his or her accountability to the Board of Trustees for maintaining the long-range quality of the institution, makes a final decision on the award of tenure based on this full and careful process of peer review by colleagues.

For faculty initially appointed as assistant professor, there shall be a formal review for promotion to associate professor by the sixth year of appointment.

Whether promotion to associate professor is or is not generally accompanied by a decision on tenure is determined by school-specific policy. For schools where promotion to associate professor is generally with tenure, the decision on tenure shall be made by the Tenure Decision Date. For schools where promotion policies allow for promotion to associate professor without tenure, the decision on tenure shall be made by the Tenure Decision Date, and the promotion to professor will generally be simultaneous with the grant of tenure.

Each change in a school-specific policy is subject to approval by the Provost on the recommendation of the dean. Such a recommendation shall be made only if endorsed by the tenured and tenure-track faculty of the school, through a vote held by secret ballot. Unless a school specifically requests a change, the school's pre-existing policy shall remain in effect.

A faculty member holding a tenure-track (probationary) appointment at the time such a policy change comes into force will be considered under the policy in effect at the time of his or her initial appointment, unless the faculty member requests that the new policy apply and the Provost approves the request. Approval of such a request will not imply any modification in either rank or tenure status; no one shall be granted tenure or a promotion without a full review.

If formal review of a faculty member for promotion to associate professor has not been initiated by the beginning of the specified year as described above, or if formal tenure review has not been initiated by nine months before the Tenure Decision Date, it is the duty of the faculty member to bring this to the attention of the Provost by written notice. The Provost shall then notify the appropriate school to commence the review procedure. There is no such thing as *de facto* tenure or tenure by default.

#### **§ 4-F (3) Non-Reappointment for Full-Time Probationary (Tenure-Track) Faculty**

In the case of non-reappointment of a tenure-track faculty member, the faculty member shall receive notice of non-reappointment in writing as follows: (1) not later than February 15 of the first academic year of service; (2) not later than November 15 of the second academic year of service; (3) at least twelve months before the expiration of an appointment after two or more years at the University.

If the result of the promotion review is to deny promotion to the faculty member, or if the result of the tenure review is to deny tenure, the faculty member shall be offered a terminal year of employment beyond expiration of the annual contract in place at the time of the decision and at the rank he or she held prior to review.

In the case of non-reappointment or terminal year notice, during this period the faculty member will continue to receive his or her full salary and benefits, but the faculty member's responsibilities may be altered by mutual agreement between the faculty member and the University. Alternatively, the Provost may authorize early termination of the faculty member's performance of duties; in such a case, the faculty member will receive compensation equivalent to salary for the notice period.

Faculty appointments expire at the end of the period of service as specified in Section 3-B(5), unless a different date is specified in the appointment letter or any subsequent reappointment letter.

#### **§ 4-G EVALUATION, REAPPOINTMENT AND PROMOTION OF NON-TENURE TRACK FACULTY**

The University has no obligation to renew a non-tenure-track faculty appointment. Each school shall maintain a policy addressing the question of review and recommendation procedures for appointment, reappointment or mid-contract termination of non-tenure-track faculty. The procedures should be recommended by an appropriate faculty body and the Dean, and endorsed by the Academic Senate Executive Board and approved by the Provost.

Procedures for appointment, reappointment and promotion shall provide thoroughness and documentation sufficient for evaluation of the suitability and qualifications of the candidate, and review and recommendation by an appropriate faculty body. Procedures for reappointment and promotion do not apply to individuals on non-renewable contracts.

Contracts of non-tenure track faculty may be terminated earlier than their stipulated end, with a minimum of 90 days notice, if there is a bona fide need to do so (a) based on cutbacks in external sources of funding for the specific activity, or (b) based on substantial program change or substantial resource

limitations in the school, or (c) based upon poor performance, in which case the Dean must consult first with the appropriate faculty committee. Dismissals for cause must be in accord with procedures specified in Section 8. Mid-contract terminations should not be confused with dismissals for cause.

During any notice period the faculty member will continue to receive his or her full salary and benefits, but the faculty member's responsibilities may be altered by mutual agreement between the faculty member and the University. Alternatively, the Provost may authorize early termination of the faculty member's performance of duties. In such a case, the faculty member will receive compensation equivalent to 90 days' salary.

#### **§ 4-H ADVISORY COMMITTEES ON APPOINTMENTS, PROMOTIONS AND TENURE**

##### **§ 4-H (1) The University Committee on Appointments, Promotions and Tenure**

The President receives the advice of the University Committee on Appointments, Promotions, and Tenure. This committee generally consists of at least six panels of five to seven faculty members; members are nominated by the Academic Senate and designated by the President. The committee may use consultants or appoint ad hoc panels as necessary. A member of the University Committee on Appointments, Promotions and Tenure shall not participate in the deliberations on a dossier prepared by the academic unit within which he or she serves. (Such a unit would be a department in the larger schools or the school itself when that unit is not departmentalized.)

##### **§ 4-H (2) School or Divisional Committees on Appointments, Promotions, and Tenure**

In preparing all recommendations to the Provost, the dean receives the advice of faculty committees on appointments, promotions, and tenure. These committees are selected in accordance with the customs of the unit. In larger schools there are departmental as well as school faculty committees on appointments, promotions, and tenure.

## **Section 5**

# **Policies Pertaining to Research**

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## **§ 5-A RESEARCH PROPOSALS**

All faculty-initiated proposals relating to research or training programs, whether made to private foundations, corporations, or government sponsors, must be transmitted to the prospective sponsor through regular channels, including the Department of Contracts and Grants Approaches to private sources of funding should be coordinated with the Office of the Senior Vice-President, University Advancement prior to submission to academic officers for approval. All proposals for sponsored research and educational activities should utilize Proposal Approval Record forms to document approvals by academic and administrative officers before submission to the Department of Contract and Grants. These should be prepared as far in advance of submission dates or deadlines as possible. For more information on the preparation process, please consult the Department of [Contracts and Grants website](#).

## **§ 5-B CLASSIFIED AND PROPRIETARY RESEARCH**

The University policy regarding participation in classified or proprietary research is not to accept or to renew extramural contracts, grants, or other agreements that restrict the rights of the faculty to free conduct of inquiry or to free scholarly dissemination of results within a reasonable time.

### **§ 5-B (1) Basic Principles**

This policy is based upon adherence to four basic principles. The first of these is the critical importance of freedom of inquiry to the academic community. The University does not presume to impose limits on the freedom of the faculty in the choice of fields or methods of inquiry, and cannot allow outside agencies to do so. The second principle, closely linked to the first, is the importance of unrestricted scholarly dissemination of the results of research. Scholarly publication or other means of access by interested persons to such results, normally including underlying data and procedures or analysis as well as final results, are essential elements in the progress of knowledge. Similarly important is the third principle, that of open identification of the actual sources of funding for all sponsored programs. The University must be free to disclose the existence of a project, the general nature of the inquiry, and the level and duration of funding as well as the identity of the sponsor. Finally, the fourth principle involves the University's recognition and protection of the legitimate rights of an outside sponsor, especially in terms of patent issues or possible disclosure of proprietary information. Thus, the University may grant to a sponsor the privilege of review or temporary delay of publications as indicated under Exception (a) in Section 5-B (2).

## **§ 5-B (2) Exceptions**

Exceptions to the policy enunciated above are as follows:

(a) The University may permit sponsor review and delay (normally not to exceed three months and never to exceed one year), but not denial of publication of results, for one of the following reasons:

- If a project involves use of privileged data from the sponsor;
- If a project is only one task or element of a larger program and the release of result must be coordinated with others; or
- If a project involves the development of a process or invention that may be patentable. These publications should suitably protect the sponsor's proprietary or confidential input data according to mutually agreed upon contractual requirements and normal standards of professional ethics.

(b) The University may consent to the preparation of privileged reports to a sponsor such as technical reports and other materials produced specifically in satisfaction of a contract, provided that the purpose and the general results of the research remain publishable. Such arrangements must be clearly established in the terms of agreement.

(c) The University may permit faculty with appropriate security clearance to have access to classified facilities or to classified information outside the University, provided that such access is necessary to the conduct of the research and that neither the conduct nor the general results of the research are treated as classified within the University.

(d) The University does not agree to participate in classified research, except in rare instances involving national security, exceptional national need, or other special circumstances. Proposals for such exceptions must be reviewed and approved by a standing committee of faculty from a broad range of disciplines appointed by the Provost.

(e) Finally, the University does not prohibit its faculty from engaging in individual consulting relationships with external organizations that may involve classified research. Normal University policies governing consulting activity will apply in all such cases, and care must be taken to prevent the appearance of University participation in the classified research.

## **§ 5-B (3) Scope and Applicability**

This policy applies with equal force to all government, private, and foreign-sponsored projects. All agreements for sponsored projects must clearly state that University investigators retain full and free rights to publish the

general results of their research in the manner accepted in the relevant discipline.

#### **§ 5-C RESEARCH INVOLVING HUMAN SUBJECTS**

The University Institutional Review Boards (IRBs) are fully authorized to review all research proposals, whether funded or not, that are conducted by the faculty, staff, and graduate or undergraduate students, that involve the use of human subjects. The University IRBs have been established to comply with regulations of various federal agencies, and are committed to conducting biomedical and behavioral research involving human subjects under rigorous ethical principles. The IRBs are required to assure that:

- Research methods are appropriate to the objectives of the research;
- Research methods are the safest, consistent with sound research design;
- Risks are justified in terms of related benefits to the subjects;
- Subjects' privacy is protected;
- Subjects participate willingly and knowingly to the extent possible; and
- Research projects are monitored by the IRBs.

For more information on the IRB review process, please consult the [USC Institutional Review Board](#) website.

#### **§ 5-D PATENT POLICY**

A basic function of the University is to contribute to knowledge and culture by creative activity in all academic areas, and to disseminate the results of such creative activity by the most appropriate and effective means. The securing of a patent, in certain circumstances, may be the most appropriate and effective means of disseminating the knowledge involved, and it is the general policy of the University to encourage and support production of such patents for the purpose of dissemination of knowledge.

## **Section 6**

# **Integrity of the Academic Environment**

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## **§ 6-A EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

The University of Southern California is proudly pluralistic and firmly committed to providing equal opportunity for outstanding men and women of every race, creed and background.

This University is also firmly committed to complying with all applicable laws and governmental regulations at the federal, state and local levels that prohibit discrimination, or that mandate that special consideration be given, on the basis of race, religion, national origin, gender, age, Vietnam veteran status, disability, sexual orientation, or any other characteristic that may from to time be specified in such laws and regulations. This good faith effort to comply is made even when such laws and regulations conflict with each other.

USC strives to build a community in which each person respects the rights of other people to be proud of who and what they are, to live and work in peace and dignity, and to have an equal opportunity to realize their full potential as individuals and members of society. To this end the University places great emphasis on those values and virtues that bind us together as human beings and members of the Trojan Family.

## **§ 6-B SEXUAL HARASSMENT POLICY**

The University of Southern California is committed to maintaining an environment that is conducive to learning and scholarship and free from sexual harassment. To this end, this policy has been developed to specify certain behaviors by faculty and employees of the University, acting under the aegis of the University, which fall within the definition of sexual harassment and are therefore subject to sanction. In addition, even though students are not covered by the public laws on this subject, behavior by students that falls within the definition of sexual harassment is also subject to sanction by the University.

### **§ 6-B (1) Definition of Sexual Harassment**

Conduct is sexual harassment if it is an unwelcome sexual advance; request for sexual favors; or any other verbal, physical or visual behavior of a sexual nature; when

#### **A. Quid pro quo**

Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's academic evaluation or employment; or

Submission to or rejection of such conduct by an individual is used as basis for any academic evaluation or employment decision affecting that individual; or

## B. Discriminatorily abusive or hostile environment

Such conduct (intentionally or unintentionally) is severe or pervasive enough to create an objectively abusive or hostile work or academic environment; that is, an environment that some victim perceives as abusive or hostile and that a reasonable man or a reasonable woman would find abusive or hostile. Such conduct need not be directed at a particular individual.

If a complaint is made that an environment is discriminatorily abusive or hostile, the following factors will be considered: the totality of the circumstances; the frequency of the conduct; the severity of the conduct; whether the conduct unreasonably interferes with the complainant's work or educational performance; whether the conduct was physically threatening or humiliating, or a mere offensive utterance; and its effect on the victim's psychological well-being.

### **§ 6-B (2) Participation**

Participation by the harassed person in the conduct is not determinative in deciding whether or not the conduct was unwelcome; the individual may have acquiesced or consented out of fear or coercion.

### **§ 6-B (3) Intent Not a Defense**

It is not defense to a claim of sexual harassment that the alleged harasser did not intend to harass.

### **§ 6-B (4) Types of Sexual Harassment**

In the context of the definition given in [Section 6-B \(1\)](#):

- ° Verbal Sexual Harassment may include, but is not limited to, written or spoken epithets; derogatory or sexually suggestive comments or slurs about an individual's body or dress; questions or statements about sexual activity, other than in an appropriate context such as academic study of such activity; sexual jokes and innuendo; whistling or suggestive sounds; an unwelcome request to engage in sex; or persistent, rejected, requests for dates.
- ° Physical Sexual Harassment may include, but is not limited to, assault, stalking, impeding or blocking movement, physical interference with normal work or movement, touching, fondling, intentional brushing against an individual's body.
- ° Visual Sexual Harassment may include, but is not limited to sexually suggestive objects, pictures or letters; obscene gestures; office parties with nude dancers or pornographic movies.

Some Illustrative Examples:

- Clinical staff or student seeks sexual relationships with patients or clients;
- A lecturer makes a habit of touching or making sexually suggestive comments to a student;
- A work-space has nude pin-up calendars and photographs, or sexually suggestive objects;
- An office party in the workplace includes the showing of pornographic movies;
- A lecturer includes irrelevant sexually explicit slides in an audio-visual presentation;
- Co-workers talk about sexual experiences or exchange sexual jokes in front of someone who is offended by them;
- A co-worker makes persistent, rejected requests to date a colleague.

### **§ 6-B (5) Consensual Relationships**

Relationships between a faculty member and student, or persons in a supervisory-subordinate position, are discouraged. They may give rise to legal concerns as well as ethical concerns and conflicts between personal and professional interests. A relationship may be voluntary in the sense that an individual is not forced to participate against his or her will, yet it may be unwelcome and therefore result in a claim of sexual harassment.

If a participant in a sexual relationship that ends finds that future conduct from the former partner is unwelcome, he or she is expected to give explicit notice to the former partner in clear, unambiguous terms of the fact that the relationship is over and future conduct or comments of a sexual nature are unwelcome.

The University does not permit the fact of a relationship between a faculty member and another to create favored or disadvantageous treatment. In other words, the person with whom one is having a sexual relationship may not receive more favored treatment because of that relationship nor may those who are not in such a relationship be subjected to disadvantageous treatment on that basis.

### **§ 6-B (6) Applicability Outside the University**

The academic or work relationship between the parties extends at times beyond the physical University site, and beyond University work hours. Therefore,

evidence of sexual harassment can include, but is not limited to, conduct at offsite or after-hours functions and events under the aegis of the University.

### **§ 6-B (7) Threats, Attempts, and Acts of Retaliation**

It is a violation of the University policy on Sexual Harassment to engage in any threat, attempt or act of retaliation against any person for exercising the right to make a formal or informal sexual harassment complaint, to use any of the informal processes provided by the University, or to testify or offer evidence connected with a complaint. Retaliation is a violation of this policy whether or not the underlying claim of sexual harassment is proven. Anyone who perceives retaliation (actual, threatened or attempted) should immediately notify a Designated Recipient (as defined in [Section 6-C \(1\)](#)) so that the University may investigate and take appropriate preventive or corrective action under [Section 6-C \(5\)](#).

### **§ 6-C COMPLAINT PROCEDURES AGAINST FACULTY UNDER SEXUAL HARASSMENT POLICY**

This complaint procedure is intended to fulfill the University's obligation under applicable federal and state statutes and does not create any greater right than imposed by civil law.

#### **§ 6-C (1) Notification by Complainant**

A person who believes a faculty member has sexually harassed him or her should report the fact to the designated investigator in the [Office of Equity and Diversity](#) ("Designated Investigator"). Alternatively, such report may be made to any of the following: the chair of the faculty member's department; the dean of his or her school; a faculty member designated by the faculty of the department or school; the Vice Provost for Faculty Affairs; the Title IX coordinator; the women's issues advocate for the University; or for complaints against medical faculty, the associate dean for women and disabled issues, each of whom shall be referred to as a "Designated Recipient". A department that changes its Designated Recipient should advise the Office of the University General Counsel immediately.

Complainants are expected to bring complaints of sexual harassment or any threat, attempt, or act of retaliation to a Designated Recipient as soon as possible, and in no case later than one year from the act's occurrence. Delay in taking formal action with respect to an incident may foreclose other remedies under federal or state law. Filing deadlines with government agencies can be as short as 180 days from the date of the alleged discriminatory act. The Designated Investigator shall furnish information to complainant concerning other options for resolving their complaint. A complainant need not wait until the conclusion of the University complaint procedure to seek another remedy. The University, through its Offices of the University General Counsel and Provost, may, but will have no obligation to, conduct an investigation of such

matters or take any remedial action where there has been no recurrence within the year.

### **§ 6-C (2) Confidentiality**

Although the University cannot commit to keeping a complaint of sexual harassment confidential because of the University's obligation to investigate the complaint, the University will use its best efforts not to disseminate information concerning the complaint beyond those who have a need to know. The Designated Recipient to whom a person brings a complaint of sexual harassment shall inform the complainant that the University cannot keep the complaint confidential.

### **§ 6-C (3) No Retaliation**

No one shall threaten, attempt to retaliate, or retaliate against a person filing a complaint of sexual harassment or retaliation, or against any participant in the investigation, or person who protests the alleged sexual harassment or retaliation. The Designated Recipient to whom the complainant brings the complaint shall tell him or her that (1) the law and the University's rules prohibit threats, attempts, or actual retaliation against him or her for bringing the complaint or against any participant in the investigation or person who protests the alleged sexual harassment or retaliation; and (2) any incident of retaliation must be reported immediately to any Designated Recipient identified in [Section 6-C \(1\)](#).

In addition, when the Designated Investigator investigates the complaint (see [Section 6-C \(5\)](#)), he or she shall warn the alleged offender(s) that (1) he or she or they are not to retaliate against the complainant for filing the complaint, or against any participant in the investigation or person who protests the alleged sexual harassment, whether or not he or she/they accept the complaint as true; (2) such retaliation would be a violation of law and the University's rules; and (3) the University may use any verified threats, attempts, or acts of retaliation as a basis for initiating dismissal-for-cause proceedings.

Complaints of retaliation will be investigated as described in [Section 6-C \(5\)](#).

Retaliation directed toward the complainant or others who have participated in the investigation may include such things as the following: adverse employment action; adverse academic action; lowering a grade or giving a poor academic recommendation; exclusion from employment or educational opportunities; limiting scholarly activities (e.g., exclusion from teaching or research, or interfering with publication); and spreading negative information about an individual who has made or supported a complaint.

#### **§ 6-C (4) Report to the Designated Investigator**

If the complaint of sexual harassment or retaliation is made initially to a Designated Recipient identified in [Section 6-C \(1\)](#) (other than the Designated Investigator), the recipient of the complaint shall promptly prepare a written statement of the claimed harassment and retaliation, if any, and send it to the Designated Investigator in the Office of the Office of Equity and Diversity. The statement shall include (1) the names of the complainant and of the alleged offender; (2) a sufficient description of the alleged harassment and retaliation, if any, including its effect on the complainant, to enable the investigator to investigate it; and (3) a statement of the remedy requested.

It is very important that the Designated Recipient of the complaint follow these directions. If the Designated Recipient fails to do so, the University and he or she are legally at risk.

#### **§ 6-C (5) Investigation and Action**

The Designated Investigator shall investigate the complaint to determine whether there is a sufficient basis to conclude that sexual harassment, or a threat, attempt, or actual retaliation, has occurred. In the conduct of the investigation, the Designated Investigator shall present the alleged offender(s) with a written statement of the information required by Section 6-C (4) and the alleged offender(s) will be asked to respond in writing. The complainant and alleged offender(s) may exchange written rebuttals and may provide statements from any witnesses. The Designated Investigator may personally interview each of the principals involved as well as others with relevant information. In making a determination of whether there is a sufficient basis for the complaint, the Designated Investigator shall consider the perceptions of the complainant, the alleged offender(s), witnesses to the incident and others who have information about the presence or absence of conduct following the same pattern. The fact that there is no witness to the incident that the complainant says occurred and the alleged offender denies, does not require a finding that harassment has, or has not, occurred.

Within twenty-one calendar days of receiving the complaint, the Designated Investigator shall make a written report of his or her investigation and determination to the Office of the University General Counsel.

In determining whether to proceed, the University, by its designees, shall look at all the circumstances including the frequency of the harassing or retaliatory conduct, its severity, whether it is physically threatening or humiliating, or an offensive utterance, and whether it unreasonably interferes with the work or studies of the complainant or others.

In those instances where an action of the alleged offender has been identified as a threat, attempt, or actual retaliation, the possibility and credibility of alternative explanations for the identified actions will be considered.

Within one calendar month of notification to the Designated Recipient (or such longer period to which the complainant agrees), the Office of the University General Counsel, in consultation with the Vice Provost for Faculty Affairs ("Vice Provost"), shall determine whether there is a sufficient basis to conclude that sexual harassment, or that one or more attempts, threats, or actual retaliation, has occurred.

If the Office of the University General Counsel, in consultation with the Vice Provost, determines that there is an insufficient basis to conclude that sexual harassment or one or more attempts, threats, or actual retaliation has occurred, that will conclude the University's investigation, and the University shall proceed no further at that time. A written summary of the basis of this decision shall be provided to the complainant and the alleged offender(s).

The complainant may appeal a finding that there is an insufficient basis to conclude that sexual harassment or retaliation (actual, threatened or attempted) has occurred ("insufficient-basis finding") by a written appeal to the Provost. The written appeal must be received by the Provost within fifteen working days of the date of the insufficient-basis finding.

If the Office of the University General Counsel, in consultation with the Vice Provost, determines there is a sufficient basis to conclude that sexual harassment or that one or more attempts, threats, or actual retaliation has occurred, they shall issue a written ruling stating the sanctions the University shall impose on the person or persons they have determined committed sexual harassment or retaliation and any other corrective action the University shall take. As an exception, if the proposed sanction is demotion or dismissal for cause, the Office of University General Counsel will recommend to the Provost filing of formal charges corresponding to step 4 of Section 8-C (2), and a hearing will be held corresponding to step 5 of Section 8-C (2), which will follow all the procedures of Section 6-D. If the sanction or corrective action is not in agreement with the remedy requested by complainant, the reason for this decision shall be included in the written ruling. Copies of this ruling shall be given to the complainant and to the person or persons they have determined committed sexual harassment or threatened, attempted, or engaged in one or more acts of retaliation.

Unless the Vice Provost and the Office of the University General Counsel determine that immediate action is necessary to address a risk of ongoing harassment or retaliation or is in the best interest of the University, any sanctions that they have determined the University should impose shall go into effect against the person concerned no sooner than ten calendar days after he or she has received a copy of the ruling, unless he or she files a written appeal before the ten days have elapsed with the chair of the Committee on Faculty Tenure and Privileges Appeals (see [Section 6-C \(6\)](#)).

## **§ 6-C (6) Filing of Appeals: Appointments of Hearing Boards**

If a person against whom the University has decided to take sanctions makes a timely filing of an appeal with the chair of the Committee on Faculty Tenure and Privileges Appeals, the chair shall promptly report receipt of the filing to the Vice Provost, the Office of the University General Counsel and the complainant. The report will stay the planned sanctions from going into effect against the person who filed the appeal, so long as he or she continues to prosecute the appeal in good faith and with due diligence, unless the Vice Provost and the Office of the University General Counsel determine that immediate action is necessary to address a risk of ongoing harassment or retaliation or is in the best interest of the University. The processing of an appeal shall constitute the accused's exclusive remedy within the University, and shall be in lieu of any grievance under the section on Grievances of the Faculty Handbook.

## **§ 6-D HEARING BOARD PROCEDURES**

### **§ 6-D (1) Appointment of the Hearing Board**

The chair of the Committee on Faculty Tenure and Privileges Appeals shall appoint a hearing board of three full-time tenured faculty members who are members of that committee, as provided in Section 7-C(2), Convening a Grievance Hearing, (or four persons in the situations described below).

The chair of the committee shall designate as a chair of the hearing board one of the faculty appointees who previously has served on a hearing board for a sexual harassment case or a faculty grievance on at least one occasion.

In cases where both the complainant and the alleged offender are members of the faculty (or the University initiated an investigation of a faculty member in the absence of a complaint), all three appointees to the hearing board will be members of this committee who are able to serve at the time. At least one of the three board members shall be a man and at least one a woman.

In cases where the complainant is a student, one of the appointees shall be a student who is a member of a panel of seven students. The panel shall be nominated by the Vice President for Student Affairs and either the Student Senate or the Council of Graduate and Professional Students and appointed by the President. The other three appointees, including a man and a woman, shall be members of the committee.

In cases where the complainant is a staff member, one of the appointees shall be a staff member who is a member of a panel of seven staff members. The panel shall be nominated by the Staff Assembly and appointed by the President. The other three appointees, including a man and a woman, shall be members of the committee.

The chair of the committee may, with the concurrence of all of the complainants (or the Office of the University General Counsel in the absence of any complainant) and alleged offender, combine the appeals from two or more persons arising from the same sexual harassment or retaliation incident(s) so that a single hearing board will hear all of them.

### **§ 6-D (2) Notice of Appointments**

Within seven calendar days of the receipt of the appeal, the chair will send a written notice of appointment of the hearing board and its membership to the complainant, the alleged offender, and the Office of the University General Counsel. All will be informed of the opportunity available to them to provide additional information to the hearing board.

### **§ 6-D (3) Parties and their Representation**

The Office of the University General Counsel or whomever it appoints ("University Representative") shall represent the University before the hearing board.

The accused can represent himself or herself, can have a lawyer or can have some other full-time member of the University faculty as a representative.

Although the complainant is not a party to the proceedings, he or she may be called as a witness by the University Representative. He or she also may be present for other segments of the proceedings and, if the chair of the hearing board concurs, for it all.

The hearing board will select an outside legal counsel to advise the board. The chair of the hearing board will select such counsel from an established panel of independent expert counsel (who are not regular counsel to the University). The hearing board's communications with its counsel shall be covered by the attorney-client privilege.

### **§ 6-D (4) Rules of Procedure**

A stenographic or taped record shall be made of the hearing and copies thereof given to the University Representative and to the alleged offender(s) upon request. Each party shall have the right to question the witnesses. Technical rules of evidence do not apply. The chair of the hearing board shall conduct the hearing in a manner that allows the complainant and the alleged offenders(s) to present facts supporting or refuting any acts of harassment or retaliation (actual, threatened or attempted) that have been alleged against the offender in a timely manner as defined in [Section 6-C \(1\)](#).

## **§ 6-D (5) Findings and Recommendations**

The hearing board shall list each of the allegations investigated and make factual findings as to what, if any, acts of the accused constitute a violation of the University's Policy on Sexual Harassment.

If a majority of the hearing board finds that a violation has occurred, it shall specify, considering all the circumstances and the gravity of the offense, which, if any, of the action(s) listed in Section 6-E it recommends.

The hearing board shall state its findings and recommendation in writing and give copies to the alleged offender, the University Representative, and the complainant, if any. The hearing board must complete its duties hereunder within one calendar month of when the chair of the committee gave notice of the board's appointment (or such longer period to which the alleged offender and complainant agree) ([see Section 6-C \(5\)](#)).

## **§ 6-E SANCTIONS AND CORRECTIVE ACTION**

Remedial actions may include, but are not limited to, any of the following:

- approving an informal resolution;
- ensuring that the person against whom the complaint is made is not called upon to write letters of recommendation or make academic judgments about the person making the complaint or any other decision that affects the academic or professional career of the complainant or witnesses (and making alternative arrangements if necessary);
- changing advisors, graders, line of supervision, or physical locations of work, provided, however, that the complainant or complaining witnesses will not be relocated or transferred as a corrective action without their consent;
- holding discussion, distributing leaflets, or sending letters in the relevant unit explaining the University's policy on Sexual Harassment;
- action to remedy harm to the complainant or witnesses, e.g., reinstatement of teaching assistantships from which complainant or witness was removed by the accused or re- evaluation of course work graded unfairly by the accused;
- action by the Office of the University General Counsel to review materials in the complainant's or witness's file and, if there is evidence of materials placed in the file by the individual as an act of retaliation, to remove such materials when appropriate;

- counseling of the individual by his or her supervisor(s), such as the dean, Vice Provost, or Provost, about the individual's behavior;
- oral warning of the individual by his or her supervisor(s), such as the dean, Vice Provost, or Provost, with a record in the individual's personnel file, that the individual's apparent behavior constitutes a violation of the University's policy on Sexual Harassment;
- written warning of the individual by his or her supervisor(s), such as the dean, Vice Provost, or Provost, with a copy to the individual's personnel file, that the individual's apparent behavior violates the University's policy on Sexual Harassment;
- elimination or reduction of merit increases for the next year;
- removing the individual from a University administrative position;
- denial of promotion or postponement of consideration for promotion;
- suspension without pay, for a period not to exceed one semester;
- reduction in salary;
- demotion as defined in Section 8-C (5);
- dismissal for cause.

The hearing board shall state its findings and recommendation in writing and give copies to the alleged offender, the University Representative, and the complainant, if any. The hearing board must complete its duties hereunder within one calendar month of when the chair of the committee gives notice of the board's appointment (or such longer period to which the alleged offender and complainant agree).

#### **§ 6-F ACTION BY THE PRESIDENT**

The findings and recommendations of the hearing board shall be promptly forwarded to the President for his or her review and action. The alleged offender may within five calendar days of receipt of the findings and recommended remedial action of the hearing board submit a written statement to the President as to agreement or objection to the proposed action. The President shall take such action as he or she deems appropriate, including but not limited to action recommended by the hearing board. The President shall make a written report of this action to the alleged offender, the complainant, and the Office of the University General Counsel. Included in the report to the complainant will be a form to be returned to the Office of the University General Counsel indicating whether the matter has been resolved to the complainant's satisfaction.

## Section 7

# Faculty Grievances

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## **§ 7-A SUBJECT MATTER**

A grievance may be filed for a violation of rights provided by law, or by established University policies including those contained in the Faculty Handbook, or by the faculty member's contract.

Grievances relating to reappointment, promotion or tenure are limited to (1) a claim that the person was not fairly evaluated because of procedural defects (including inadequate procedural considerations) that materially inhibited the review process, or (2) a claim that the person was not fairly evaluated on the merits because the decision was based significantly on considerations violative of academic freedom or because of bias or prejudice based on considerations prohibited by law, or (3) a claim that tenure was revoked without sufficient cause, except if there has been a hearing and cause for termination was determined.

Grievances concerning sexual harassment are handled under the separate procedures provided within the [Sexual Harassment](#) policy in Section 6. Allegations of scientific misconduct are handled under the process set out in the [University Policy on Scientific Misconduct](#).

## **§ 7-B PROCEDURES**

### **§ 7-B (1) Preliminary Proceedings**

When reason arises for a faculty member to question whether his or her rights as a faculty member have been violated or are about to be violated, the aggrieved faculty member should ordinarily discuss the matter with the relevant chair, dean, or other administrator(s) in personal conferences looking to mutual settlement. Normally, this should include at least the direct administrative officer against whom the formal grievance may be filed, and if settlement is not reached, the administrator to whom the first is accountable. If settlement does not result, and the faculty member is satisfied that there is probable cause for grievance, he or she may file a grievance, as described in the next paragraph. The faculty member is encouraged, at an early stage, to seek the counsel of the chair of the Senate Committee on Faculty Rights and Responsibilities. Because the grievance process has substantial costs to all involved, faculty members are strongly encouraged to attempt mediation prior to filing a grievance. The Academic Senate and the Provost make available the option of a neutral Faculty Mediation Officer to assist in settling disputes prior to the grievance being heard.

### **§ 7-B (2) Initiating the Grievance**

Formal proceedings for a faculty grievance shall commence by the filing of a grievance. A faculty member must file a grievance by submitting the appropriate form in writing to the Academic Senate President within nine calendar months of the discovery of the action on which the grievance is based.

The [Academic Senate](#) office shall maintain grievance records in a confidential manner.

The grievance must clearly state the right that allegedly has been infringed, the way in which the right has been infringed, the relief being sought, and the first administrative officer able to resolve the problem. The written statement may be revised by the grievant at any time prior to the hearing. The Academic Senate President shall assure that any revision is distributed to all appropriate parties.

Two or more persons with essentially the same grievance may file a single grievance, covering all of them. If an individual files a grievance, and it is later discovered that one or more others are similarly affected, the others may ask to join the original grievant at any stage of the grievance procedure. The Academic Senate President or the chair of the Committee on Faculty Tenure and Privileges Appeals may also combine the grievances of two or more persons into a single grievance with the consent of the grievants, if either finds that the grievances can be combined without prejudice to the rights of any of the grievants or the University.

### **§ 7-B (3) Resolving the Grievance Prior to Arbitration or a Grievance Hearing**

The Academic Senate President shall, within five working days, deliver a copy of the grievance to the first administrative officer stated in the formal grievance as able to solve the problem, the Provost, the chair of the Senate Committee on Faculty Rights and Responsibilities, and the Faculty Mediation Officer.

The chair of the Senate Committee on Faculty Rights and Responsibilities shall then request the Faculty Mediation Officer to begin procedures for mediation, unless mediation has already been attempted and proven futile. Mediation looking toward settlement shall begin with the first administrative officer and shall proceed successively, as needed and appropriate, to higher levels within the University. The chair of the Senate Committee on Faculty Rights and Responsibilities may appoint a mediator, if either of the parties requests the services of a neutral mediator other than the Faculty Mediation Officer.

If the grievance is resolved to the satisfaction of the grievant by an administrator, the grievant shall report this fact, in writing, to the Academic Senate President, and the case is closed. If the grievant at any time requests, in writing, to the Academic Senate President that a grievance hearing be held, or if mediation has not led to settlement within 45 days of the filing of a grievance, the Academic Senate President shall forward the grievance to the Provost, indicating that mediation has not been successful and requesting that an arbitration proceeding or a grievance proceeding be held. The Provost will forward the grievance to the chair of the Committee on Faculty Tenure and Privileges Appeals requesting that formal proceedings be commenced as discussed below. Upon written agreement of both the Provost's Office and the

grievant, an extension of the 45 day mediation period may be granted. At any time during extended mediation, the grievant shall have the right to request, in writing, the commencement of formal proceedings. In no case shall the total time for mediation exceed 90 days.

In the event that new, pertinent, and substantive information is discovered after mediation has been declared unsuccessful, the matter may be returned to mediation upon written agreement of both the Provost's Office and the grievant, provided that neither arbitration nor a grievance hearing has begun. At any time during renewed mediation, the grievant shall have the right to request, in writing, the formation of a Hearing Board, but in no case shall the renewed mediation exceed 45 days.

#### **§ 7-B (4) Binding Arbitration Option**

Within 10 days after receiving a grievance from the Provost's Office, the chair of the Committee on Faculty Tenure and Privileges Appeals shall notify the grievant, the administrative officer named as the respondent in the grievance, and the President of the University of the option for binding arbitration as an alternative to a grievance hearing. A copy of all such letters shall be immediately forwarded to the University General Counsel and the Provost. Binding arbitration shall occur only if both the grievant and the President of the University agree, in writing, to submit the matter to this process and to abide by the decision of the arbiter. Binding arbitration means that the faculty member will forego the ability to later sue in court over the matter and the University will forego the ability of the President to overrule the arbiter's decision. Binding arbitration never will be available for grievances concerning tenure, promotion, removal for cause, and non-reappointment.

The grievant and the President of the University shall be given 10 business days in which to notify the chair of the Committee on Faculty Tenure and Privileges Appeals that they have elected arbitration. If both have not given notice that they have elected arbitration at the end of this period, the chair of the Committee on Faculty Tenure and Privileges Appeals shall convene a grievance hearing, as discussed below.

If both sides agree to submit the matter to binding arbitration, the chair of the Committee on Faculty Tenure and Privileges Appeals shall arrange for the appointment of an arbiter designated by the American Arbitration Association. The American Arbitration Association shall designate an arbiter in accord with its procedures and inform the chair of the Committee on Faculty Tenure and Privileges Appeals of the arbiter's identity. The chair shall then inform both the grievant and the respondent of the arbiter's identity. Either side shall have three working days to reject that arbiter. However, neither side may reject more than one arbiter in any case. If the arbiter is rejected by either party, the American Arbitration Association will be asked to designate another individual. The same procedure will be followed, except that the party having rejected the earlier arbiter may not reject a second individual.

Once chosen, the arbiter, together with the parties and the chair of the Committee on Faculty Tenure and Privileges Appeals, shall convene the arbitration at an appropriate time and location. The arbitration shall be conducted in accord with the rules of the American Arbitration Association.

Within 20 days after the completion of the arbitration, the arbiter shall notify, in writing, the parties and the chair of the Committee on Faculty Tenure and Privileges Appeals of his or her ruling.

The University of Southern California shall be responsible for all of the costs of the arbiter and in no event may the grievant be held responsible for these charges. The University is not responsible for costs and expenses incurred by the grievant in the process of arbitration, such as expert witness fees and attorneys' costs.

### **§ 7-C GRIEVANCE HEARING**

If arbitration is not elected by both parties, the chair of the Committee on Faculty Tenure and Privileges Appeals shall convene a grievance hearing.

#### **§ 7-C (1) The Committee on Faculty Tenure and Privileges Appeals**

The Committee on Faculty Tenure and Privileges Appeals is a standing University body. Its membership, appointed by the President from among persons nominated by the Academic Senate, is made up of at least 40 full-time tenured faculty, and at least nine full-time non-tenure-track faculty of the rank of Associate Professor or higher who serve only where the Handbook requires a non-tenure-track faculty member. At least four tenured committee members shall have law degrees and at least six other tenured members shall have had prior service on a grievance panel. Nominations and appointments shall be at annual intervals for a three-year term. However, members of the Committee shall continue to serve until their successors have been appointed. The President shall appoint the chair of the Committee who will serve for a three-year term. By agreeing to serve on the Committee on Faculty Tenure and Privileges Appeals, faculty members are making the commitment to be available to serve on grievance panels and will accept such requests to serve whenever possible.

#### **§ 7-C (2) Convening a Grievance Hearing**

After the time elapses for the election of binding arbitration, the chair of the Committee on Faculty Tenure and Privileges Appeals shall promptly schedule the hearing at a time and location convenient for all involved. When the date for the meeting is scheduled, the chair shall, within five business days, generate a list of six names for members of the panel and a list of three names for the chair who will be available to serve on the grievance panel. A chair shall either be a person holding a law degree or a person with prior service on a grievance panel.

The grievant and the respondent may each strike two names from the list of panel members and one name from the list of possible chairs. If after the exercise of these peremptory challenges more names remain than needed for a grievance panel of two members and one chair, the members and chair shall be chosen randomly. If additional names remain, they shall be designated as alternates, in a sequence designed randomly, to serve in the event that the initially chosen members become unavailable. The chair shall inform the parties of the panel as soon as its selection is completed. If after six months of having begun to attempt to schedule the hearing, either side has not cooperated in doing so, the chair of the Committee on Faculty Tenure and Privileges shall (a) if the respondent administrator has not cooperated, report that fact to the President of the University and request appropriate disciplinary action, or (b) if the grievant has not cooperated, dismiss the grievance.

### **§ 7-C (3) Motion to Dismiss**

Within 10 days of notification of the identity of the grievance panel, the respondent may make a motion to dismiss a grievance for either of two circumstances, (1) lack of jurisdiction because the grievant was not a faculty member at the time the grievance arose and is thus not eligible for this process, or (2) failure to allege a violation of a right as a faculty member protected by law, or established University policies including those contained in the Faculty Handbook, or the faculty member's contract. The grievant shall have 10 days to respond to a motion to dismiss the grievance.

In deciding whether to grant a motion to dismiss, the grievance panel shall accept all of the grievant's allegations as true; the grievance panel shall not examine or evaluate the evidence as to the merits of the grievance in ruling upon a motion to dismiss. The grievance panel may dismiss the grievance only under two circumstances: (1) if the grievant was not a faculty member at the time the facts giving rise to the grievance occurred, or (2) the grievance does not allege a violation of a right protected by law, or established University policies including those contained in the Faculty Handbook, or the faculty member's contract.

The chair of the Committee on Faculty Tenure and Privileges Appeals has no authority to dismiss grievances under any circumstances, unless the grievant fails to prosecute the grievance with due diligence. See Section 7-C (2).

### **§ 7-C (4) Grievance Hearing**

If the grievance is not dismissed, a grievance hearing shall be scheduled (see [Section 7-C \(2\)](#)) and conducted.

Either party may be represented by legal counsel at the grievance hearing (i.e., by a person who holds a law degree). If either side intends to be represented by legal counsel, it shall notify the other party of this intention at least 10 days

prior to the hearing. Failure to notify will entitle the other party to a reasonable continuance to secure its own legal counsel.

The grievant and the respondent, and their legal counsel if any, shall have the opportunity to be present during all argument and presentation of evidence.

Each party shall have the opportunity to present its evidence, including witnesses, and to make an argument to the grievance panel. Each party shall have the right to confront and question the witnesses of the other. Each party shall have the right to inspect and respond to all written and documentary evidence offered. Technical rules of evidence are not applicable.

The chair of the grievance panel shall be responsible for presiding over the hearing and shall rule on all evidentiary questions. The chair shall set the order of argument and of presentation of evidence and may exclude irrelevant or unduly repetitious evidence or argument.

The grievant shall be given an opportunity to obtain necessary witnesses and documentary or other evidence. The University shall use its persuasive power and the Hearing Board its good offices to help the grievant obtain pertinent evidence or witnesses, but the University has no obligation to incur undue expense for this purpose.

Grievance panels will be instructed that their decisions must be in accord with all relevant federal, state, and local law, and established University policies including those contained in the Faculty Handbook and the faculty member's contract. The grievance panel will be instructed to decide only the grievance before them, that is, the grievance panel should hear only evidence that is relevant to the grievance and shall decide only the issues presented.

No member of the grievance panel shall disclose any of the evidence received during the grievance hearing nor any aspect of the deliberations, except as provided below.

A full stenographic or tape record of the hearing shall be maintained and made available upon request only to the parties, the grievance panel, or the President of the University. The stenographic or tape record shall be given to the Academic Senate office, where it shall be kept for at least a year, after which it can be destroyed or erased unless either party or the University requests that it be kept for a longer period of time. Copies of the stenographic or tape record shall be made for either party at its request, and if the grievant is the requesting party, upon the payment of the expenses of copying. In addition, with a person appointed by the Academic Senate office present, either party may, at any time before a stenographic or tape record is destroyed, read or listen to the original, at a time and place set by the Academic Senate office.

A grievance process will not be terminated if a faculty member files a lawsuit in court over the same matter that is the subject of the grievance.

### **§ 7-C (5) Burden of Persuasion**

In grievance cases, the burden of persuading the Hearing Board that the actions or inactions of the University were not proper rests upon the grievant, and shall be satisfied only by a clear, persuasive preponderance of the evidence in the record considered as a whole.

### **§ 7-D DECISION OF THE GRIEVANCE PANEL**

At the conclusion of the hearing, as promptly as is consistent with due deliberation, the grievance panel shall make its decision. The findings of fact and decision of the grievance panel shall be based solely on the hearing record. The recommendations shall be in writing, shall state the basis for the decision and shall recommend any proposed remedial action. The panel shall provide its written decision within ten business days after the completion of the grievance hearing. The written decision shall be provided to each party and to the chair of the Committee on Faculty Tenure and Privileges Appeals. Each party shall have two weeks from receipt of the decision to append an additional statement to the decision.

In considering grievances related to reappointment, promotion, or tenure, the grievance panel shall not substitute its judgment on the substantive merits of the decision, including the requirements of the academic unit or of a candidate's professional qualifications, for that of the appropriate faculty body or bodies and administrators. If the grievance panel concludes that the grievant's claim is proven, it will recommend reconsideration by the appropriate faculty body or bodies and administrators, indicating respects in which it believes the review process was inadequate. If a grievance panel concludes that there was an unfair evaluation because of considerations violative of academic freedom or prejudice, it will recommend reconsideration by a new faculty body and by administrators, indicating the respects in which it considers unfair judgments to have taken place.

All grievance panel decisions are recommendations to the President of the University. After allowing the parties two weeks to append additional statements, as described above, the chair of the Committee on Faculty Tenure and Privileges Appeals shall forward the panel's decision and the appended statements, if any, to the Provost, the President of the University, and both parties. The President shall receive any evidence presented and the stenographic or tape record of the proceedings.

### **§ 7-E DECISION OF THE PRESIDENT OF THE UNIVERSITY**

The President will consider the record and make a decision as promptly as possible, generally within 30 days of the President receiving the grievance panel's recommendation. The President shall retain ultimate decision-making authority as to all grievances and the discretion to accept or reject grievance

panel recommendations, except those where there is mutually agreed upon binding arbitration, as discussed above.

If the President intends to not follow the panel's recommendation, the President shall notify the panel of this in person or in writing and shall state the reasons for intending to not follow this recommendation. The President shall provide an opportunity for response by the grievance panel before reaching the final decision. If the President finally decides not to accept the recommendations of the grievance panel, he or she shall state in writing, as part of his or her final decision, his or her reasons for rejecting them and for rendering a different decision.

The final report of the grievance panel and the President's final decision on the grievance shall be made known to the grievant, the respondent, the Provost, the Academic Senate President, the Chair of the Committee on Faculty Tenure and Privileges Appeals, and the members of the grievance panel. The Academic Senate President, upon receipt of written consent from the grievant, will forward to the Chair of the Senate Committee on Faculty Rights and Responsibilities a copy of the decision and a copy of the report of the grievance panel. This Senate Committee shall have the right to refer these reports to the Academic Senate, provided that the names of persons mentioned therein are deleted. In appropriate circumstances, where the privacy of students and other faculty members or administrators would be compromised by disclosure, the President of the University or the chair of the grievance panel may ask that all parties keep the report confidential.

## **Section 8**

# **Faculty Dismissals**

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## **§ 8-A SCOPE**

This section applies to the dismissal for cause of a tenured faculty member, to the dismissal for cause of a tenure-track faculty member before the expiration of his or her term of appointment, and to the dismissal for cause of a non-tenure-track faculty member before the expiration of his or her contract. Dismissal for cause should not be confused with non-reappointment or termination, as discussed in Sections 3-E(1), 4-F(3), or 4-G.

## **§ 8-B ADEQUATE GROUNDS FOR DISMISSAL**

Adequate cause for a dismissal shall be one or more of the following: neglect of duty, incompetence, violations of academic freedom, misconduct, dishonesty, unmanaged or unreported conflict of interest, or moral turpitude. No offense will be considered adequate cause for dismissal unless it is serious and either (a) relates directly and substantially to the fitness of the faculty member in his or her professional capacity as a teacher, researcher, or practitioner performing clinical services, or (b) is of such a nature that it would bring severe injury or discredit to the University. Dismissal shall not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

## **§ 8-C DISMISSAL PROCEDURES**

Every action to dismiss a faculty member must follow these carefully detailed procedures, with the full cognizance of the affected person, the Provost, and the President of the Faculty. The full set of faculty rights enumerated herein must be observed.

Procedures pertaining to allegations of sexual harassment, including hearings held by the Committee on Faculty Tenure and Privileges Appeals, are specified in Section 6, "Integrity of the Academic Environment." For sexual harassment complaints, the procedures set forth in Sections 6-C and 6-D supplant Steps 1-3 of Section 8-C (1) and modify Steps 4 and 5 of Section 8-C (2).

Procedures pertaining to allegations of scientific misconduct include inquiry and investigation stages according to the University Policy on Scientific Misconduct as jointly formulated in consultation with an appropriate faculty committee and in accord with the applicable Federal regulatory requirements. For scientific misconduct allegations, this policy supplants Steps 1-3 of Section 8-C (1); any subsequent consideration of dismissal for scientific misconduct requires the formal proceedings described in Steps 4 and 5 of Section 8-C (2).

When an inquiry is conducted under the direction of a Threat Assessment Panel into allegations raised under the University Policy on Violence in the Workplace, as jointly formulated in consultation with an appropriate faculty committee and in accord with the applicable legal requirements, the dean may elect to accept the Panel's report in lieu of the Step 1 process under Section 8-C (1). Any

subsequent consideration of dismissal requires the proceedings described in Steps 2-5. The Provost may elect to request the President of the Faculty to appoint three faculty members to the Panel, and designate its chair, from the members of the Threat Assessment Team, and the relevant dean may elect to provide a preliminary statement of charges and a statement of evidence to the faculty member according to the provisions of Step 1; if both of these are done, the Panel is regarded as an ad hoc committee for the purpose of Step 3, paragraph 2.

Dismissal actions for all other causes require the preliminary inquiry described in Steps 1-3 of Section 8-C (1) and the formal proceedings described in Steps 4 and 5 of Section 8-C (2).

### **§ 8-C (1) Preliminary Inquiry**

Step 1: (a) When reason arises to consider whether cause exists to dismiss a faculty member who has tenure or whose term of appointment or contract has not expired, the relevant dean or academic director shall invite the faculty member to meet with him or her in a personal conference to discuss the problem, its possible resolution, and the possibility of dismissal proceedings if it is not resolved. The dean's consideration of recommending dismissal for cause shall be based on a thorough inquiry into the circumstances.

(b) Before making a recommendation to the Provost, the dean shall consult with an ad hoc faculty committee, whose existence will be immediately disclosed to the faculty member concerned, to invite its views whether sufficient grounds exist for the dean to forward the matter to the Provost. The ad hoc committee, which the dean shall constitute, shall include one or more members of the Faculty Council and also a member drawn from either the Senate Committee on Faculty Rights and Responsibilities or the Committee on Faculty Tenure and Privileges Appeals and the dean shall ask the Provost to notify the President of the Faculty as to the appointment and composition of the ad hoc committee. If the faculty member holds a non-tenure-track appointment, at least one member of the ad hoc committee shall be chosen from among the non-tenure-track faculty. Alternatively, the dean may elect to ask that the Provost request the President of the Faculty to appoint a three-person ad hoc committee from a list of six members of the Committee on Faculty Tenure and Privileges Appeals nominated by the chair of that committee. If the faculty member holds a non-tenure-track appointment, at least one member of the ad hoc committee shall be chosen from among the non-tenure-track members of the Committee on Faculty Tenure and Privileges Appeals, and the chair of that committee shall nominate at least two such non-tenure-track faculty. The ad hoc committee's recommendations are not binding on the dean.

(c) The chair of the Senate Committee on Faculty Rights and Responsibilities is available for consultation, and the Faculty Mediation Officer is available for mediation, but mediation is not mandatory.

(d) During Step 1, the dean may elect to formulate in writing a preliminary statement of charges with reasonable particularity of the grounds pertinent to the dismissal action under consideration. If the dean does so, a copy of the preliminary statement shall be given to the faculty member for the faculty member's written comments. The dean may also elect to provide evidence in writing to the faculty member and invite comment on that as well, and if the dean does so the faculty member shall be allowed 18 days from the date on which the charges were sent to him or her to provide in writing his or her comments on the evidence to the dean. If the dean receives such comments on the preliminary statement, the evidence or both, and has not yet consulted with a faculty committee as provided above, the dean will share the comments with the committee as part of the consultation.

(e) If the dean believes there is probable cause for dismissal, the dean shall forward his or her recommendation to the Provost, together with any preliminary statement or evidence which has been shared with the faculty member, and comments submitted by the faculty member, and shall inform the Provost whether the views of the ad hoc committee were that sufficient grounds do or do not exist to forward the matter to the Provost. The Provost will inform the President of the Faculty of the dean's recommendation.

Step 2: If the Provost then believes there may be cause for a dismissal, he or she shall formulate a preliminary statement of charges with reasonable particularity of the grounds pertinent to the dismissal action under consideration. A copy of the charges and grounds shall be given to the faculty member for the faculty member's comment to the Provost, unless the Provost adopts the preliminary statement formulated by the dean as part of Step 1 on which the faculty member has already had the opportunity to comment, in which case the Provost will refer to any comments the faculty member submitted at Step 1.

Step 3: If the Provost is satisfied there is good cause to proceed further, he or she shall request a review of the evidence by a three-person select committee appointed by the President of the Faculty from a list of six members of the Committee on Faculty Tenure and Privileges Appeals nominated by the chair of that committee. The select committee shall review the evidence to determine whether, in its view, sufficient grounds exist to initiate formal dismissal proceedings. The faculty member shall be allowed 18 days from the date on which the evidence is sent to him or her in which to review all the evidence upon which the committee will rely in making its recommendation and to present a response to the committee, unless the preliminary statement of charges and the evidence presented to the committee are in all respects identical to those the dean elected to provide to the faculty member in Step 1 and the faculty member was afforded an opportunity to review and comment on them during that step, in which case the committee will refer to any comments the faculty member submitted at Step 1. The committee shall convey its recommendations to the Provost within 45 days of its appointment. If, for any reason, it proves necessary for this time to be extended, the committee shall request an

extension from the Provost, who shall notify the faculty member and others involved of any approved extension. The committee's recommendations are not binding on the Provost.

However, if an ad hoc committee has already been appointed by the President of the Faculty in Step 1; if the preliminary statement of the charges and the evidence which would be presented to the committee are in all respects identical to those the dean elected to provide to the faculty member during Step 1; if the faculty member was afforded an opportunity to review and comment on the charges and evidence during that step; and if the dean shared with the ad hoc committee any comments he or she received from the faculty member on the preliminary statement, the evidence, or both; then the Provost may refer to the recommendations by the ad hoc committee and any comments by the faculty member, made in Step 1, instead of requesting an additional review as provided in the prior paragraph.

### **§ 8-C (2) Formal Proceedings**

Step 4: If the Provost determines that formal proceedings for dismissal should commence, such proceedings shall begin by conveyance of written notice from the Provost to the faculty member by certified mail or by other appropriate means. This notice shall contain the formal statement of charges framed with reasonable particularity, and state the University's intent to initiate a dismissal hearing. The faculty member, in this letter, shall be given the option of resigning in lieu of a dismissal hearing. A copy of this letter will be sent to the chair of the Senate Committee on Faculty Rights and Responsibilities.

Step 5: If the faculty member has not resigned and the chair of the Senate Committee on Faculty Rights and Responsibilities and the Faculty Mediation Officer have not, through mediation, effected a mutual settlement, it shall be assumed that the faculty member contests the statement of charges. The Provost shall ask the chair of the Committee on Faculty Tenure and Privileges Appeals to convene a Hearing Board to recommend whether the proposed dismissal should occur. The hearing shall be convened no earlier than 33 days after the date on which written notice was sent to the faculty member by means specified in Step 4. [Normal procedures](#) shall then be followed for constituting the Hearing Board; for scheduling and conduct of the hearing, including participation by the faculty member; for formulation of findings, reasons, and recommendations of the Hearing Board; and for final disposition of the case by the President. These normal procedures specified for use in faculty grievances are incorporated herein as required procedures in dismissal cases, except that there is no option for binding arbitration in cases involving dismissal for cause. In cases of dismissal or demotion from a tenured position or of dismissal prior to the end of a contract, the burden of persuading the Hearing Board that adequate cause for dismissal exists rests upon the University, and shall be satisfied only by a clear, persuasive preponderance of evidence in the record considered as a whole.

### **§ 8-C (3) Suspension of a Faculty Member**

A faculty member may be suspended from his or her duties, without loss of pay and usual faculty privileges, only as part of the initiation of a dismissal action and only if, in the judgment of the Provost, immediate harm to the faculty member or others is threatened by his or her continuance.

#### **§ 8-C (3) (a) Limitation on Suspensions**

In no event shall suspension be used as penalty, an alternative to dismissal, or outside normal dismissal procedures, except as provided for sexual harassment sanctions under Section 6-E.

#### **§ 8-C (3) (b) Temporary Separation**

The Provost may temporarily separate a faculty member from his or her duties before an ad hoc committee is appointed as specified in Step 1 or a sexual harassment investigation is initiated under Section 6-C (5), without loss of pay and usual faculty privileges, if it is the Provost's judgment that immediate harm to the faculty member or others is threatened by his or her continuance and that extraordinary circumstances warrant the action. The Provost may also use the term "administrative leave" in announcing a temporary separation.

In the case of temporary separation from duties, within fourteen days either an ad hoc committee will be appointed, or a sexual harassment investigation will be initiated, or a voluntary agreement will be reached between the individual and the University. The faculty member retains the right to file a grievance seeking an end to the temporary separation. During the separation period, the faculty member may consult with members of the University community, except those persons or categories of persons with whom the Provost expressly prohibits or restricts contact. The University shall make reasonable efforts to protect the continuity of the academic work of students, faculty and staff who are adversely affected. The Provost shall consult with the President of the Faculty and the dean of the relevant school during the temporary separation and indicate the reasons underlying any prohibited or restricted contact between the faculty member and other members of the University community.

#### **§ 8-C (3) (c) Protections in Connection with Dismissal Proceedings**

A faculty member may not be dismissed nor, except as specified in Section 8-C (4), may his or her compensation be cut off or withheld before the dismissal procedure has been completed and a final decision has been made by the President.

### **§ 8-C (4) Abandonment of Duty**

If the Dean, on the advice of the faculty committee consulted in Step 1 of the dismissal procedures, determines that the faculty member has abandoned his or

her duties, e.g., by failing to return from vacation or leave, or by a pattern of failure to teach scheduled classes, or by a pattern of failure to meet established clinical responsibilities, then compensation may be withheld for the period the duties are not being performed. If the faculty member returns to his or her duties at any time in the process, compensation shall resume immediately.

The faculty member may appeal such a determination of abandonment of duty to the Provost. If this determination is reversed at any step in the procedures, compensation that has been withheld shall be paid in full, at once, with interest at the statutory rate.

If the conclusion of the dismissal procedures results in severing the ties between the faculty member and the University, and if the finding of abandonment of duty is not reversed, then the faculty member is not entitled to receive compensation that had been withheld.

#### **§ 8-C (5) Demotion of a Faculty Member**

Demotion is a reduction in rank, e.g., from professor to associate professor, with a corresponding reduction in salary. It does not involve loss of tenure.

#### **§ 8-C (6) Terminal Notice**

If the appointment is to be terminated, the faculty member shall receive reasonable notice or salary in lieu of notice. The President in determining the length of terminal notice or salary in lieu of notice shall take into account the length and quality of service and the character of the grounds upon which the action was based.

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