

JOURNAL OF THE FACULTY SENATE (Norman campus)
The University of Oklahoma

Special (called) session -- December 1 and 2, 1975

- Meeting 1 - Monday, December 1 - 3:30 - 6:00 p.m., Dale Hall, 218.
 2 - Monday, December 1 - 7:00 - 10:30 p.m. (adjourned because of lack of quorum), Dale Hall 112
 3 - Tuesday, December 2 - 3:30 - 5:40 p.m., College of Law 202-A

Dr. Gail de Stwolinski, Senate Chairperson, presided at all three meetings of the special session called solely to consider the proposed changes in the tenure provisions of the University faculty personnel policy.

Present:

Barefield, Paul A.	(3)	Henkle, James L.	(2)	Reynolds, Osborne	(1)
Bell, Digby B.	(3)	Hibdon, James E.	(2)	Rice, Elroy L.	(3)
Blair, Laura B.	(3)	Joyce, Beverly A.	(3)	Shahan, Robert W.	(3)
Braver, Gerald	(3)	Kendall, Jack L.	(3)	Shellabarger, Fred	(3)
Buhite, Russell D.	(2)	Kidd, Gerald D.	(2)	Snider, Glenn R.	(3)
Cox, Donald C.	(3)	Kitts, David B.	(3)	Starling, K. E.	(3)
Crim, Sarah R.	(3)	Kondonassis, Alex	(3)	Streebin, Leale E.	(3)
Cronenwett, Wm. T.	(3)	Kraynak, Matthew	(3)	Swank, David	(3)
de Stwolinski, Gail	(3)	Larson, Raymond	(2)	Tolson, Melvin B.	(1)
Donnell, Ruth J.	(3)	Lee, Cecil E.	(2)	Tomberlin, Irma R.	(3)
Duchon, Claude E.	(3)	Levinson, R. Saul	(3)	Unruh, Delbert L.	(3)
Fife, James D.	(1)	Mouser, James W.	(2)	Verrastro, Ralph	(1)
Ford, Robert A.	(3)	McDonald, Bernard	(2)	Wells, Richard S.	(1)
Goff, Richard A.	(3)	Pento, J. Thomas	(2)	Whitecotton, Joseph	(2)
Graves, William H.	(2)	Reid, William T.	(2)	York, John G.	(2)

<u>AUOPE representatives:</u>	Anderson, Ken	(1)	Guyer, Dan	(1)
	Cowen, Chester	(2)		

(The number in parentheses indicates the total number of meetings attended by the individual Senate member.)

Absent:

Fowler, Richard G.	Rasmussen, Maurice	Schmitz, Francis
Marchand, Alan P.	Scheffer, Walter	Tolliver, Lennie-Marie

Provost's Office representative: Pollak, Betty

UOSA representatives:

Bake, Betsy	Carnes, Nancy	Morgan, Ulys
Boyer, William	Moore, Michael	

AUOPE representatives:

Spalding, Ken	Stith, Mary	Thompson, Leon
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PROPOSED REVISIONS: Tenure Provisions - Faculty Personnel Policy

Background Information: As an outcome of the Career Development Plan approved by the Senate and the President of the University (see pages 4-5 of the Senate Journal for November 12, 1975), a Task Force on Faculty Personnel Policy was appointed by President Paul F. Sharp to study possible revisions in the University policy on faculty personnel matters (see pages 2-4 of the Senate Journal for October 14, 1975.)

During the past two years, a comparable Task Force on the Health Sciences Center campus has also been at work in this matter.

At their October 22, 1975, meeting, the Regents of the University announced that they would take no action on tenure cases pending their receipt of completed faculty action on the Task Force Report on Faculty Personnel Policy.

The Norman campus Task Force Report was distributed to all Norman campus faculty on November 5, 1975; the Health Sciences Center faculty received copies of the report of their Task Force on the same day.

Concurrently, the Faculty Senates on both campuses were requested by President Paul F. Sharp to consider the two reports and to submit their proposals to him by December 5, 1975 (see pages 6 and 7 of the Senate Journal for November 10, 1975.)

Subcommittees of the Norman Senate, corresponding to Task Force Committees, were selected to study the three areas of the Task Force Report relating to tenure. In addition, the two Senates scheduled open hearings for the faculty on November 10 and 11 on both campuses and solicited additional individual faculty and group written input regarding the Task Force reports. On the Norman campus, the first meeting drew 47 individuals; the second 62. Written comments were received from individual faculty members, administrators, and groups particularly concerning the tenure criteria issue.

Several meetings of Norman Senate leadership were held on both campuses throughout November with the Health Sciences Center Senate officers and the chairpersons of the three Senate subcommittees in an effort to reconcile the two Task Force Reports to the greatest extent possible and to produce a single report, if feasible.

Eventually, special Senate meetings were called on December 1 on both campuses to consider the joint report distributed to all faculty members in advance of this special meeting.

Senate Action: At the outset, the Chair ruled that only changes in the substance of the report would be considered so that the session would not become bogged down with editorial revisions.

During the approximately eight hours of debate, the Faculty Senate considered a total of 57 motions, 17 of which were defeated.

With only 2 or 3 affirmative votes, the Senate defeated a motion calling for a roll call vote on the entire report as amended at the three meetings.

In other related action, the Senate authorized its Executive Committee to make appropriate and warranted changes in the report for the sake of consistency; as members of the Inter-Senate Liaison Committee, to negotiate with the Senate leadership on the Health Sciences Center campus; and to negotiate with the administration in a scheduled December 9 conference with President Paul F. Sharp.

Immediately following the Senate adjournment, the Senate officers met with the officers of the Health Sciences Center Senate from 7:00 to 11:00 p.m., on Tuesday, December 2, in Norman, for a final coordinating session concerning the report.

The report, as finally submitted to President Paul F. Sharp on December 3, 1975, appears on pages 3-27 of this Journal.

ADJOURNMENT

The Faculty Senate adjourned at 5:40 p.m., on December 2, 1975, to meet again in regular session on Monday, December 8, 1975, at 3:30 p.m., in Dale Hall 218.

Respectfully submitted,

Anthony S. Lis
Anthony S. Lis

December 2, 1975

(Approved by the Faculty Senate on the Health Sciences Center campus on December 1, 1975, the Faculty Senate on the Norman campus on December 1 and 2, 1975, and the Inter-Senate Liaison Committee on December 2, 1975.)

3.1 The General Faculty - The General Faculty of the University is composed of all faculty members with regular appointments. The General Faculty does not include faculty members with temporary appointments. (See section 3.5.3)

All legislative powers of the faculty relative to the University as a whole are vested in the General Faculty. These legislative powers are exercised either directly by the General Faculty or by the Faculty Senates on the Health Sciences Center and the Norman Campus. The Faculty Senates are responsible to the General Faculty for all action taken in their behalf.

Additional policies related to the General Faculty and the Faculty Senates are contained in the Charters of the General Faculty and Faculty Senates of the University of Oklahoma on the Health Sciences Center and the Norman campuses.

3.2 Academic Freedom and Responsibility

3.2.1 Academic Freedom - The 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors has long been recognized as providing valuable and authoritative guidelines for policy and practice in American colleges and universities. The section on academic freedom below is essentially a restatement of these principles, with some modification and extension consistent with their intent and with later declarations by the Association. In the formulation that follows, these principles have been adopted as University policy by the Regents of the University of Oklahoma.

(a) Faculty members are entitled to full freedom in research and publication, subject to any restrictions set by law or by applicable codes of professional ethics, and subject to adequate performance of their other academic duties and to stated University policy on outside employment; but, except under conditions of national emergency, a faculty member should not undertake to do research on University time or using University facilities or funds under any agreement which would (except for a definitely and reasonably limited time) prohibit open communication of the results.

(b) Faculty members are entitled to freedom in the classroom in discussing their subject, but it is inappropriate for a teacher persistently to intrude material which has no relation to the subject of instruction.

(c) As members of the community, university teachers have the rights and obligations of any citizen. They measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. In speaking or acting as private persons, faculty members avoid creating the impression of speaking or acting for their college or university. As a citizen engaged in a profession that depends upon freedom for

its health and integrity, the university teacher has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

(d) As citizens, university teachers should be free to engage in political activities consistent with their obligations as teachers and scholars. Some activities, such as seeking election to an office for which extensive campaigning is not required, or serving in a part-time political office, may be consistent with effective service as a member of the faculty. More extended or intensive activity may require that the faculty member request a leave of absence. A leave of absence incident to political activity should come under the normal rules and practices respecting leaves of absence; and it should not affect the tenure status of a faculty member, except that time spent on such leave does not count as probationary service.

(e) Freedom of access to recorded knowledge being essential to learning and research in a democracy, the right and the obligation of the university to provide a full range of materials on any subject, even though some views might be currently unpopular or controversial, or appear incorrect, shall not be infringed. The principles of academic freedom shall apply to the presence of materials and also to those who provide and those who use them.

(f) The University of Oklahoma endorses the 1957 declaration of the American Association of University Professors which "...asserts the right of college and university students to listen to anyone whom they wish to hear...affirms its own belief that it is educationally desirable that students be confronted with diverse opinions of all kinds, (and) therefore holds that any person who is presented by a recognized student or faculty organization should be allowed to speak on a college or university campus." Duly constituted organizations at the University of Oklahoma may invite speakers without fear of sanctions. However, in the exercise of these rights, it is clearly recognized that:

"Membership in the academic community imposes on students, faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage institutional facilities or disrupt the classes of one's teachers or colleagues. Speakers on campus must not only be protected from violence but must be given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution." (1970 declaration of the AAUP Council)
(Regents, 12-14-72)

3.2.2 Academic Responsibility - The concept of academic freedom shall be accompanied by an equally demanding concept of academic responsibility. Nothing in the following statement is intended to abridge in any way the principles and procedures advanced in the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors. This statement is derived in substantial measure from the AAUP 1966 Statement on Professional Ethics.

Faculty members have responsibilities to their students. They shall encourage in students the free pursuit of learning and independence of mind, while holding before them the highest scholarly and professional standards. Faculty members shall show respect for the student as an individual and adhere to their proper role as intellectual guides

and counselors. They shall endeavor to define the objectives of their courses and to devote their teaching to the realization of those objectives; this requires judicious use of controversial material and an avoidance of material which has no relationship to the objectives of a course. Faculty members shall make every reasonable effort to foster honest academic conduct and to assure that their evaluations reflect, as nearly as possible, the true merit of the performance of their students, regardless of their race, creed, sex, or political beliefs. Faculty members shall avoid any exploitation of students for private advantage and acknowledge significant assistance from them.

Faculty members have responsibilities to their colleagues, deriving from common membership in a community of scholars. They shall respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they should show due respect for the opinions of others. They shall acknowledge their academic debts and strive to be objective in the professional judgment of their colleagues. Although service must be voluntary, faculty members should accept a reasonable share of the responsibility for the governance of their institution. If driven by his or her conscience into dissent, the faculty member shall take care that this dissent does not interfere with the rights of colleagues to study, research, and teach.

Faculty members have responsibilities to their discipline and to the advancement of knowledge generally. Their primary obligation in this respect is to seek and to state the truth as they see it. To this end, they shall devote their energies to developing and improving their scholarly competence. They shall exercise critical self-discipline and judgment in using, extending, and transmitting knowledge, and they shall practice intellectual honesty.

Faculty members have responsibilities to the educational institution in which they work. While maintaining their right to criticize and to seek revisions, they shall observe the stated regulations of the institution, provided these do not contravene academic freedom. Faculty members shall determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of his or her service, the faculty member recognizes the effect of such a decision upon the program of the institution and gives due notice of the decision.

3.3 Faculty Accountability - A faculty member is held accountable for his or her performance in fulfilling faculty duties (sections 3.1, 3.2, and 3.3) and in meeting the requirements of academic responsibility. The responsibility for assuring that an on-going and meaningful system of faculty evaluation exists in a given academic unit* inures to the immediate head of that unit, together with Committee A.**

Among the most important mechanisms for insuring faculty accountability are annual evaluations for possible salary increases and periodic evaluations for advancement in rank. These processes have the primary function of identifying and rewarding meritorious performance, but they also provide a means by which the University may strengthen itself, by identifying needs for improved performances.

In instances where shortcoming of faculty performance warrant a recommendation of no increase in annual salary or deferral of consideration for promotion, the immediate head of the academic unit shall counsel and advise the faculty member of the specific areas in which his performance must be improved. Ordinarily, such action will be more than sufficient to effect an improved performance. If, however, no improvement occurs over a reasonable period, further minor sanctions may be employed, including, where appropriate, reassignment of duties and responsibilities or denial of special privileges such as, for example, paid professional travel expense. In the exceptional case, where none of these sanctions are effective, a series of additional minor sanctions may be employed:

*As used in this document, the term academic unit refers to the department, school, or college, whichever is appropriate.

**Here and elsewhere in this document, in the absence of Committee A, its designated

- (a) Written and Recorded Reprimand. A written and recorded reprimand may be issued to a faculty member, by the immediate head of that unit, upon approval by a majority of voting faculty in the academic unit. In this event, a copy of the reprimand and the evidentiary basis for it should be sent to the dean of the college to which the faculty member is assigned. All cases of recorded reprimand shall require a conference(s) which includes the dean of the College, the concerned faculty member, and the immediate head of the academic unit. The purpose of this conference(s) shall be to identify and resolve the problems leading to the reprimand.
- (b) Formal Warning. If the problems cannot be resolved to the satisfaction of all parties through the procedures described above, each party shall have the right to ask for an evaluation of the case by the Tenure Committee or other duly constituted College committee. Should the committee find in favor of the faculty member, the record of reprimand shall be expunged and a formal apology shall be sent to the faculty member by the dean of the College. Should the Committee find against the faculty member, a formal warning shall be issued. This warning shall specify the area(s) of deficiency perceived by the Committee and also specify a reasonable time period during which these deficiencies must be remedied. A faculty member who has been issued a formal warning may be asked to participate in activities designed to remedy specific deficiencies in performance. Failure, on the part of the Faculty member to rectify his or her performance in the area(s) specified by the end of a specified period, shall lead to consideration of more severe sanctions or dismissal, following procedures outlined in section 3.8.

Each academic unit, in concert with the Dean and the Provost, shall establish and publish specific criteria for evaluating faculty performance in that unit. It is the responsibility of the immediate head of the academic unit to initiate proceedings against any faculty member whose performance, on the basis of firm evidence, fails to measure up to acceptable standards.

Meritorious and responsible faculty performance is first and foremost an individual professional obligation. But it is also the product of a cooperative effort by faculty members and administrative officers -- assisting one another, informing one another, jointly seeking to assure that each faculty member's capabilities are developed fully and creatively. Performance that is lacking in merit or responsibility, when identified, is a challenge both to the individual and to the academic unit and its leaders, in their exercise of the unit's career development responsibilities. Just as faculty members are held accountable for their performance, administrators of academic units are held accountable for their leadership in the career development of the faculty in their units.

3.4 Fiscal Responsibility

3.4.1 - The President of the University, or his or her designee, shall determine annually which sources and amounts of funds each college shall consider sufficiently secure to support the award of tenure in that college. Each college, in turn, shall define annually which sources and amounts of funds each of its component academic units may consider sufficiently secure to support the award of tenure in that academic unit.

3.4.2 - Only for the most extraordinary and compelling reasons shall the total of tenured salaries in a given college exceed the Education and General Budget of that college for salaries and wages.

3.4.3 - Assurance of salary continuity by the University shall be limited to that proportion of a tenured faculty member's base salary which is paid by the University, except that tenured faculty members who receive 60 percent or more of their base salary from the University shall be entitled to assurance of continuity of their entire base salary.

3.4.4 - Accurate on-going records of the University's commitment in support of base salaries of tenured faculty for each academic unit shall be maintained and made available to each college annually.

3.5 - Appointments - Any appointment to an academic position must be either a term appointment (beginning and terminating at a specified date) or a continuous appointment (beginning and following the granting of tenure.)

For the faculty on the Health Sciences Center campus, the following shall also apply:

(a) Full-time faculty appointment with unqualified academic title (Instructor, Assistant Professor, Associate Professor, and Professor) shall be limited to those faculty who devote their full-time professional effort to direct University activities (See Section 3.6) and who are compensated by the University or University-approved sources.*

(b) When service to the University (defined in 3.6.3, 3.6.4, and 3.6.5) is used as a basis for full-time academic appointment, teaching, research, and/or administration or academic units must constitute a major part of the faculty member's assigned duties.

(c) Faculty who devote less than their full-time professional effort to direct University activities as defined above shall be eligible for faculty appointment with a modified academic title (Visiting, Adjunct, Clinical, etc).

3.5.1 - Appointment of New Faculty - In the appointment of new faculty, action is initiated by the academic unit through the respective dean to the Provost, President, and Board of Regents. The University follows the law of the land regarding affirmative action.

(a) Official Offer - The formal offer of appointment must come from the Provost. The offer will include the statement that the appointment is contingent upon the approval of the University Regents. Enclosed with the formal offer of rank and salary will be a copy of the Faculty Handbook, together with supplementary information on such matters as retirement, group insurance, and patents.

(b) Contract - If the appointment is approved by the Regents, a Contract of Employment will be furnished to the applicant for his or her signature if the appointment is accepted. Included in this contract will be the approved rank and salary and a statement indicating that the applicant has read the Faculty Handbook and accepts appointment in accord with the policies it specifies or those which are current. (See also par. (a), section 3.7.3)

3.5.2 - Appointment Period - Faculty appointments for the academic year are made for the period from September 1 to June 1, though the instructional period may not correspond precisely to these dates. It is the responsibility of the appropriate chairperson or dean to notify each faculty member of the date the faculty member is expected to start work. The appointment period for the first semester ends January 15, even though the semester may end at a different time.

Some faculty members on the Norman campus and most faculty on the Health Sciences Center campus are appointed on a 12-month basis, for the period, July 1 to June 30.

*Institutions with which the University has an affiliation agreement.

Summer session appointments for the regular eight-week period are effective June 1 through July 31. Again, the appointment period does not coincide exactly with the instructional period. (Provost's Office, 3-13-70).

3.5.3 - Regular and Temporary Appointments. A term appointment is either regular or temporary; all continuous appointments are regular. Regular appointments are those at the rank of instructor, assistant professor, associate professor, or professor. All other academic appointments are temporary, including those at ranks such as those of lecturer or preceptor, or at any academic rank qualified by an adjective such as visiting, adjunct, clinical, or acting. Persons holding temporary appointments are not eligible for tenure and their contracts shall so specify.

3.5.4 - Joint Appointments. Appointments between two or more academic units or colleges are not only possible but are encouraged when they benefit the University, provided they (a) do not total more than 1.0 Full-Time Equivalent (FTE) and (b) are approved by all the units and colleges involved. Such appointments must have the approval of the appropriate administrative officials of all units involved.

Before a faculty member first receives a joint appointment, the appropriate academic units must mutually determine and record in writing, and secure administrative approval for, all conditions of the appointment pertaining to such matters as probationary period, criteria for tenure and promotion, and procedures for recommending salary increases and reappointment or non-reappointment. The appointee shall receive a copy of this agreement.

In the case of faculty members holding a joint appointment, one academic unit and college shall have primary responsibility for promotion and tenure.

3.5.5 - Part-Time Appointments. A part-time appointment is one at less than 1.0 Full-Time Equivalent (FTE). A part-time appointment may be temporary, or it may be regular if not less than half-time (0.5 FTE). At the time of any part-time appointment, the appointee and the University must reach a clear understanding of the terms of the appointment.

3.5.6 - Reappointment and Non-Reappointment. Action on the reappointment of term appointees is initiated by the academic unit through the respective dean to the Provost, President, and Board of Regents. Any final decision not to reappoint a faculty member is determined by the Board of Regents upon the recommendation of the President.

3.5.7 - Notifications of Expiration of Term Contract.

(a) A faculty member who is not to be reappointed for a second year of service must be so notified no later than March 1; or, if the first year of appointment terminates at a time other than the end of the academic year, not less than three months before the end of the appointment period.

(b) A faculty member who is not to be reappointed to a third year of service must be so notified no later than December 15 of the second year of appointment; or, if the second year of appointment terminates at a time other than the end of the academic year, not less than six months before the end of the appointment period.

(c) A faculty member who is not to be reappointed to a fourth or subsequent year of service must be so notified no later than May 31 of the year preceding the final year of appointment; or, in the case of an appointment ending at a time other than the end of the academic year, not less than twelve months before the end of the appointment period.

(d) All notifications of non-reappointment shall be given in writing by the President of the University.

e) If the notification practices prescribed in the foregoing paragraphs of this section are not followed, the faculty member may appeal to the Faculty Appeals Board.

3.5.8 - Resignation. A faculty member who elects to resign his or her appointment at the end of an academic year is obligated to give notice in writing at the earliest possible opportunity, but not later than May 15 or thirty days after receiving notification of the terms of his or her appointment for the coming year, whichever date is the later. A faculty member may request a waiver of this requirement.

3.6 - Professional Activities of the Faculty. The faculty plays the major role in defining the University's academic policies and is the vehicle for the realization of the University's educational mission. The faculty fulfills these functions in various ways. The major areas wherein faculty duties fall are described below. Assessment of performance in these areas as the basis for decisions regarding tenure, promotions, and salary raises is discussed in sections 3.7.4, 3.9.1, and 3.10.1. In all such personnel decisions, faculty members should expect to be evaluated on the basis of their performance in fulfillment of their University appointments.

3.6.1 - Teaching. Above all else, the University exists for learning, and the faculty has no more important role than that of helping students to learn. The term teaching as used here includes, but is not restricted to, giving regularly scheduled instruction, directing graduate work, and student counseling and advising. This includes the direction or supervision of students in reading, research, internships, or fellowships. Faculty supervision or guidance of students in recognized academic pursuits that confer no University credit should also be considered teaching. Faculty performing non-administrative professional duties for which they are employed shall be regarded as engaged in teaching when the clear and direct purpose and function of these activities are academic instruction. Professional librarians in the discharge of their professional duties shall be regarded as engaged in teaching.

3.6.2 - Research or Creative Achievement. As the means by which the faculty expresses its originality, participates in the extension of knowledge and human capabilities, and maintains its professional vitality, creative endeavor is both good in itself and necessary for the University teacher's intellectual renewal and development. The term research is here understood to mean systematic, original investigation directed towards the enlargement of human knowledge or the solution of contemporary problems. Creative achievement is understood to mean significantly original or imaginative accomplishment in literature, the arts, or the professions. The criteria for judging the original or imaginative nature of research or creative accomplishments must be the generally accepted standards prevailing in the applicable discipline or professional area. To qualify as research or creative achievement, the results of the endeavor must be disseminated and subject to critical peer evaluation in a manner appropriate to the field in question.

3.6.3 - Public or Professional Service. Service in conjunction with an academic or professional discipline is an important contribution the University makes to the world of learning and to society at large. Included in public or professional services are such activities as official service in relevant professional societies; service on local, state, national, or international commissions, advisory boards, or agencies, public or private, related to the faculty member's discipline or profession; service to professional communities outside the University related to the faculty member's discipline; health care delivery; consultation; participation in a specialized professional capacity in programs sponsored by student, faculty, or community groups;

editing professional journals or other publications; book reviews in professional journals; refereeing of research papers submitted for publication; and service within the University that reflects an application of specialized knowledge or skill to the institution's affairs. Fullfillment of public or professional service shall be of a high level of professional accomplishment as judged by the standards of the faculty members in that field.

3.6.4 - Participation in University Governance. The nature of the academic enterprise is such that the faculty properly shares in responsibilities involving formulation of the University's policies and their administration. The faculty should have primary responsibility in making and carrying out decisions affecting the educational and scholarly life of the University. Faculty members have a responsibility to contribute to the government of the University through timely participation on committees, councils, or other advisory groups at the department, college, or University level.

3.6.5 - Other Faculty Activities. Other areas of activity in which faculty members may have assignments include:

Administration. Many faculty members are called upon to perform administrative tasks. These include service in such positions as department chairperson, associate or assistant dean, or director of a program or special center.

Public Relations. On occasion, the University's interests are served by faculty members requested to perform public relations tasks that might not necessarily involve the faculty member's discipline. These may include participation in a professional capacity in programs sponsored by student, faculty, or community groups; or appearances as a University representative before government bodies or citizen groups.

3.7 - Faculty Tenure. Tenure implies a mutual responsibility on the part of the University and the tenured faculty member. In granting tenure to a faculty member, the University makes a commitment to his or her continued employment, subject to certain qualifications spelled out in section 3.8. The University expects of tenured faculty members that they will maintain the level of performance by which they initially earned tenure.

The regulations on faculty tenure which follow are based upon the 1940 Statement of Principles of the American Association of University Professors and upon the Association's subsequent rulings and recommendations, adapted to the organizational structure and particular requirements of the University of Oklahoma.

3.7.1 - Definitions. (a) The term tenure means continuous reappointment to an achieved academic rank in conformity with State law and in accordance with the 1940 Statement of Principles of the American Association of University Professors as adopted in 1947 by the Regents of the University of Oklahoma. It is hereinafter understood that tenure must be granted or denied by specific action of the University Regents.

Tenure is designed as a means to protect the academic freedom of faculty members. This is to say, tenure is a means to assure unfettered, unbiased, unencumbered search, verification, and communication of truth by professional scholars and teachers. Tenure is designed to provide faculty members with freedom from political, doctrinaire, and other pressures, restraints, and reprisals which would otherwise inhibit their independent thought and actions in their professional responsibility of search, verification, and communication of truths.

(b) The term probationary period refers to the period of employment in an academic rank prior to the end of the academic year in which tenure is granted or denied. Notwithstanding different uses of the term elsewhere (as in some statements of the American Association of University Professors), the probationary period does not include any period of employment following the end of the academic year when the tenure decision is made.

(c) The term prior service means academic employment at an institution of higher education (including the University of Oklahoma) before the first appointment in the effective probationary period at the University of Oklahoma.

3.7.2 - Eligibility for Tenure.

(a) For the faculty on the Health Sciences Center Campus, the following shall apply: All faculty of the university who hold a regular rank of Assistant Professor or above who devote full-time effort to direct University activities (see section 3.6) are eligible for tenure provided they devote at least 50 per cent of their time to teaching and/or research for the University of Oklahoma and maintain this requirement during the entire probationary period.

Research conducted under the auspices of another institution is specifically excluded. Excluded also is participation in educational programs with which the University is affiliated but for which it is not primarily responsible.

For the faculty on the Norman Campus, the following shall apply: All employees of the University who hold a regular academic rank of assistant professor or above are eligible for tenure.

(b) A person with the regular rank of instructor is not eligible for tenure. He or she may serve a maximum of seven years in this rank.

(c) It is understood that a faculty member who has been granted tenure by the University of Oklahoma, and thereafter accepts an administrative post within the University, retains his or her tenured status as a member of the faculty.

3.7.3 - Probationary Periods.

(a) The "Contract of Employment" furnished to a candidate for appointment to the faculty shall specify, in addition to the rank and salary, the length of the probationary period entailed in the appointment and any special conditions pertaining to the appointment.

(b) The probationary period for a faculty member whose effective date of appointment is later than the start of the academic year but no later than the first day of the second semester will be considered as dating from the beginning of the first semester, provided that the department or division in question records in writing its prior agreement to such an arrangement. If the effective date of appointment is later than the first day of the second semester, the probationary period shall begin with the first semester of the next academic year.

(c) For a faculty member who is eligible for tenure, and whose initial appointment is at the rank of instructor, assistant professor or associate professor, the probationary period shall be six academic years, or twelve regular semesters, except in cases noted below in paragraph (d). Included in the probationary period is prior full-time service (up to a maximum of three years) in professorial ranks at other institutions of higher education. Included also is prior regular, full-time service (up to a maximum of three years) which the appointee may have performed the past at the University of Oklahoma in the rank of instructor or above. Prior full-time service as instructor or in a comparable non-professorial rank at other institutions of higher education, and prior full-time service on temporary appointments at the University of Oklahoma will be counted as part of the probationary period if this arrangement is agreed upon in writing at the time of the first regular appointment. The parties to such an agreement are the appointee, academic unit, dean, and Provost.

(d) For the faculty on the Health Sciences Center Campus, the following shall apply: Under extraordinary circumstances a shorter probationary period than is prescribed above may be agreed upon at the time of initial appointment to the rank of associate professor. In this case, Committee A of the academic unit may recommend that the period of probation be as short as two years. Committee A may make this recommendation only after it has polled by secret ballot all faculty (tenured and probationary) whose teaching and research in that academic unit is more than incidental and has determined that a majority of those polled favors the action. Concurrence of the dean of the appropriate college is required.

If the University's decision at that time is not to confer tenure, however, the faculty member in question may, subject to continuation or renewal of contract, continue to serve in the probationary period and be considered for tenure again without prejudice. Denial of tenure (as distinguished from a decision not to confer tenure earlier than usual) can occur only in the sixth year of the probationary period.

For the faculty on the Norman Campus, the following shall apply: In certain unusual cases tenure may be awarded to faculty members of extraordinarily high merit prior to the end of the sixth probationary year. Any academic unit's recommendation to award tenure before the end of the usual probationary period should be accompanied by an accounting of compelling reasons for this action. If the University's decision at that time is not to confer tenure, however, the faculty member in question may, subject to continuation or renewal of contract, continue to serve in the probationary period, and be considered for tenure again without prejudice. Denial of tenure (as distinguished from a decision not to confer tenure earlier than usual) can only occur in the sixth year of the probationary period.

(e) For the faculty on the Health Sciences Center Campus, the following shall apply: Committee A of the academic unit, with the concurrence of the Dean, may recommend an appointment to the rank of professor with tenure from the date of appointment if a three-quarters majority of the academic unit's faculty (tenured and probationary) whose teaching and/or research in that academic unit is more than incidental--polled by secret ballot--approves and provided that the candidate has already achieved tenure at another institution with tenure requirements at least as stringent as those of the University of Oklahoma. In any case, the probationary period for persons appointed at the rank of professor shall not exceed three years.

For the faculty on the Norman Campus, the following shall apply: a new faculty member appointed at the rank of professor or associate professor may be given tenure from the date of appointment, or his or her probationary period may be set at two, three, or four years, not including prior service in a professorial rank at another institution. Persons in this category with three or more years of such prior service may have a probationary period of no more than three years. The probationary period's length shall be set by the tenured members of the appointee's academic unit, subject to agreement by the dean and Provost. If a majority of the unit's tenured members favor tenure upon appointment, the determination of tenure shall be made in the regular fashion, as specified in section 3.7.5.

(f) For tenure-eligible faculty members whose initial appointment is for less than full time but whose appointment changes to full-time during the probationary period, at the start of the full-time appointment, the academic unit shall record in writing how it intends to count previous service at half time in the probationary period toward tenure. The unit may count, as part of the probationary period, up to a maximum of one year for each year of previous part-time service.

(g) A maximum of one year of leave of absence without pay may be counted as part of the probationary period, provided the department or division in question records in writing its prior agreement and secures administrative approval. Leaves of absence without pay counted as part of the probationary period must entail appropriate evaluation of professional activities carried out during the leave.

(h) During the probationary period, a faculty member will be provided by his or her academic department or division with an annual, written evaluation of his or her performance. Such annual evaluation shall be provided prior to the applicable notification deadline for reappointment, with a copy sent to the dean.

(i) A faculty member at any rank who is denied tenure may retain his or her position on the faculty until the end of the academic year following that in which he or she is notified of the Regent's action.

(j) Faculty members accorded tenure will commence their continuous appointments in the academic year immediately following the Regent's action.

3.7.4 - Criteria for the Tenure Decision. The choices that the University makes in granting tenure are crucial to its endeavors toward academic excellence. A decision to grant tenure must reflect an assessment of high professional competence, aptitude, and promise in a faculty member. Tenure should not be regarded as a routine reward.

The tenure decision is primarily based on the candidate's professional qualities within the framework of the university's needs and resources. The award of tenure should indicate an expectation that the University will continue to need the services that the faculty member is capable of performing and that the University will have adequate resources for his or her continued employment.

The tenure decision must be made in light of a thorough evaluation of the candidate's performance in all the areas of faculty activity. The tenure candidate's performance is judged by all recommending parties against the academic unit's written statement of tenure criteria, as modified in those individual cases where there are special conditions pertaining to the candidate's appointment. (See section 3.7.3,a)

Each academic unit, in concert with the dean and the Provost, shall establish and publish specific criteria for tenure in that unit.

Qualifications for the award of tenure in all units shall, except in highly unusual cases, include attainment of a high standard in at least two of the three following areas: teaching, research or creative achievement, and public or professional service (See sections 3.6.1, 3.6.2, and 3.6.3).

The award of tenure should indicate that the faculty member is of comparable intellectual stature to others in the same field outside the University who might be considered as alternate candidates for the position.

3.7.5 - Procedures for the Tenure Decision.

- (a) A faculty member who is eligible for tenure consideration should be notified by his academic unit chairperson at least five weeks before his/her colleagues determine their recommendation.
- (b) At the time of notification, the candidate for tenure should be requested to submit material which he believes will be helpful to an adequate consideration of his strengths in relationship to the criteria used to determine tenure recommendations. The candidate should be advised to consult with the chairperson or any other senior colleagues concerning the materials to include. It should be made clear, however, that responsibility for the contents resides with the candidate.
- (c) The academic unit chairperson should be responsible for duplicating a sufficient number of copies of the candidate's material to provide one to each of the voting members of the academic unit and one for the Provost. Copies of the candidate's material should be distributed to the faculty of the academic unit at least two weeks prior to the vote. The Provost's copy should be forwarded through the deans with the academic unit's recommendation forms..
- (d) Preceding the vote, all eligible faculty voters who are available should meet for a discussion of the candidate's qualifications for tenure. It is assumed that the eligible voters will have studied the candidate's materials prior to the meeting.
- (e) The candidate should not be in the meeting during the discussion of his qualifications. He or she should be available, however, to enter the meeting long enough to answer questions or clarify circumstances relevant to his qualifications, if invited to do so.
- (f) Tenure recommendations shall originate with the polling by secret ballot of all tenured members of the candidate's academic unit, including those who are on leave of absence. If it is proposed to consider a tenure recommendation prior to the candidate's sixth probationary year, the tenured members of the unit will hold a preliminary vote on whether or not to do so, and consideration of early tenure will proceed only if a majority of tenured faculty members favor such consideration. Subsequently, in any formal poll of tenured faculty taken prior to the candidate's sixth probationary year, no tenure recommendation will be forwarded unless a majority of those polled favor granting tenure. Whatever the result of the faculty poll taken during the sixth probationary year, it will be forwarded. In all cases, tabulation of votes must accompany the recommendation.
- (g) Committee A shall also provide its separate recommendation. Committee A members record their own independent opinions, by name, without obligation to represent majority opinion in the academic unit. Dissenting votes within Committee A must be recorded.

Reasons must be given for all recommendations.

- (h) If the unit's chairperson or director is not a member of Committee A, he or she shall submit a separate recommendation with supporting reasons.

(i) While primary responsibility for gathering complete information on professional activity rests with the individual faculty member, Committee A should assume a share of this responsibility to be certain that all tenure recommendations are initiated on the basis of full documentation. All such documentation must be considered by any person or group making a recommendation.

(j) All recommendations must be in writing and, with the exception of the faculty recommendation yielded by the secret polling of tenured faculty members, all must include a statement of reasons for the recommendation made. Copies of all such recommendations made above the level of the academic unit, up to and including the President must be provided at the time of the recommendations to the unit's Committee A and the individual concerned. Committee A should monitor the recommendations as they are received. Committee A is entitled, if it sees fit, to make a representation concerning a tenure case originating in the academic unit at any level up to and including the Regents.

(k) Any individual college may at the discretion of its faculty establish a college tenure committee to review tenure recommendations originating in the college. Small colleges, or academic units not organized within colleges, may at their discretion arrange through consultation with the Provost to form a tenure committee composed largely or even entirely of faculty members drawn from outside the college or unit. Any such tenure committee should be composed of tenured faculty members only, and should not include members of the college-wide Committee A, should the college have one.

Copies of the academic unit recommendation, together with any college tenure committee recommendation, will be forwarded separately to the appropriate dean and to one of the Campus Tenure Councils (Health Sciences Center Campus and Norman Campus). The Campus Tenure Council and the dean will attach their recommendations to the tenure materials and separately forward all materials to the Provost.*

(l) The main purpose of the Campus Tenure Council is to provide faculty advice on whether or not the academic unit's recommendation is sustained by the accompanying documentation and is consistent with the academic unit's approved tenure criteria. If defects are found in either of these particulars, the recommendation will be returned to the academic unit for remedy or correction.

(m) The Campus Tenure Council will be composed of nine tenured faculty members elected by the Faculty Senate to staggered three-year terms.

In determining its recommendation, the Tenure Council may request information or advice from any person. Council members from the originating academic unit of a case under consideration will absent themselves from discussions regarding that case.

(n) The existence of the Campus Tenure Council in no way limits the right of administrative officers to solicit advice from faculty members in determining their recommendations.

(o) Upon submitting recommendations on tenure cases to the President, the Provost will simultaneously notify both the academic unit and the individual concerned of the decision recommended.

(p) In any tenure case where the President plans to submit to the Regents a recommendation contrary to that of the Campus Tenure Council, the President shall

* On the Norman Campus, however, the Tenure Council shall receive all recommendations, including the Provost's, attach its recommendation, and then forward all materials to the President.

so notify the Tenure Council, allowing sufficient time and opportunity for the President and the Council mutually to conduct a thorough discussion of the case before the President presents his or her final recommendation to the Regents.

(g) If there is disagreement among any of the recommending bodies, or administrative officers, the President's Office shall send all pertinent materials to the Academic Personnel Council. The Academic Personnel Council shall confer with the individual involved to determine whether there is a question of discrimination, violation of academic freedom, or violation of due process. If so, the pertinent materials will be forwarded to either the Committee on Discrimination or the Faculty Appeals Board as appropriate. (See Sections 3.11, 3.11.1, and 3.11.2.) Otherwise, the following process shall apply:

(1) Within ten days after receiving official notification of a disagreement in recommendations, the Academic Personnel Council shall give written notice of a hearing to the Tenure Council of the academic unit, the Committee A of the college, where such exists, and to all recommending officers.

(2) The Council shall invite the tenure committees of the academic unit and the college where such exists, and the recommending officers to appear before it for separate hearings and each shall be given sufficient opportunity to present opinions upon the case. In addition, the Council shall be empowered to request the appearance individually of any member of the General Faculty and to request relevant information from any source. With the consent of all concerned, hearings may be waived and the council may make its recommendation based on written statements or other documents bearing upon the case.

(3) Within sixty days after receiving from the President's Office official notification of disagreement in recommendations, the Council shall make its recommendations in writing to the President. This time limit may be extended by the President.

(4) It is expected that, except in rare instances, the President will accept the recommendation of the Academic Personnel Council and will transmit it with his approval to the Board of Regents. In exceptional circumstances and for compelling reasons, however, the President may be unwilling to concur. In that event, the President shall return the recommendation to the Council for reconsideration with a full statement of the reasons for his or her dissent. If reconsideration fails to resolve the disagreement, there should be a joint conference of the President and the Council with opportunity for thorough discussion of the points at issue, before the President presents a final recommendation to the Regents.

Whether or not the Academic Personnel Council has been involved in the tenure-deciding process, the President shall communicate his or her decision (to recommend granting or denying of tenure) to each tenure candidate and to each administrative officer and faculty body involved in the tenure-recommending process.

(r) At any time during the tenure-recommending process, the concerned faculty member may appeal to the Faculty Appeals Board or the Committee on Discrimination if he or she believes: that procedural violations have occurred in the case; that violations of his or her academic freedom have taken place; or that discrimination has occurred on the basis of race, sex, creed, color, age, or ethnic or national origin. Such appeals must be made promptly after discovery of the alleged infringement on the rights of the candidate, and the review process will be suspended until a resolution is effected. Such an appeal may also be made on behalf of the tenure candidate by any person or group having participated officially in the tenure recommendation procedure, provided that the concerned faculty member concurs in this action.

(s) The President will notify each faculty member by May 31 of the status of the tenure recommendation.

3.8 - Abrogation of Tenure, Dismissal before Expiration of a Term Appointment, and Severe Sanctions. The University strives to exercise great care in selecting its faculty appointees and to confer tenure only upon those faculty members who have demonstrated their merit for continuous appointment. For that reason, a dismissal proceeding involving a tenured faculty member or of a faculty member during the term of an appointment will be a rare and exceptional event. It is also recognized, however, that a few faculty members may, from time to time, be guilty of offenses of lesser gravity which require sanctions short of dismissal. Such sanctions may include loss of prospective benefits for a stated period (for instance, loss of eligibility for a sabbatical leave of absence, loss of remunerated consultative privileges, loss of remunerated private practice privileges, etc.); restitution (payment of damages due to individuals or to the institution; a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a serious

and infrequent step undertaken only after sanctions described in section 3.3 have been applied.

While the steps described above will be required infrequently, the University must be prepared for such an eventuality, so that, during the process of resolving troubles leading to such proceedings, both the integrity of the University and the human rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend sanctions upon or dismissal of a colleague when necessary. By the same token, the President and the Regents must be willing to give full weight to a faculty judgment favorable to a colleague.

Only the Board of Regents has the power to impose severe sanctions or to dismiss a faculty member who has tenure or one whose term appointment has not expired. It is the University's policy that the regents shall exercise this power only in cases where it has been demonstrated that there exists sufficient cause for such action, or when there exists a demonstrably bona fide condition of financial exigency requiring termination of a continuous appointment.

3.8.4. When reason arises within an academic unit to question the fitness of a faculty member who has tenure, or whose term appointment has not expired, or whose conduct may warrant the imposition of severe sanctions, the appropriate administrative officers within the academic unit shall discuss the matter with the faculty member in personal conference, at which time the matter may be resolved by mutual consent. If a mutually acceptable result is not forthcoming and if the President, or his or her designee, decides that there is still reason to question the faculty member's fitness or professional behavior, the President, or his or her designee, shall so inform the Chairperson of the Faculty Appeals Board.

3.8.5 - The Faculty Appeals Board.

(a) The Faculty Appeals Board is a standing body which responds to matters of tenure abrogation, dismissal, severe sanctions, alleged violations of academic freedom or academic due process, and alleged grievances concerning working conditions or personnel relations. Because of the extraordinary importance and the range of such issues, the Faculty Appeals Board shall be empowered to appoint ad hoc hearing committees to assist in the conduct of its affairs.

The Faculty Appeals Board considers all matters brought before it by individual faculty members, academic units, or administrative units, or other duly constituted bodies within the University community.

The Faculty Appeals Board is specifically empowered to entertain appeals referred to it by the Academic Personnel Council.

(b) Composition of Membership. The Faculty Appeals Board of the Health Sciences Center shall consist of twenty (20) members representing fairly the existing colleges of the Health Sciences Center Campus. The members shall be elected from among all full-time faculty whose duties are primarily non-administrative. For the first Board, six (6) members shall be selected for a two-year term; six (6), for a three-year term; and eight, (8) for a four-year term. Thereafter, all terms shall be for four years.

The Faculty Appeals Board on the Norman Campus shall consist of forty (40) members, ten of whom shall be elected each year for four-year terms by the Faculty Senate from among all full-time tenured faculty whose duties are primarily non-administrative.

Each Faculty Appeals Board shall elect its own chairperson annually from among those whose terms are nearest expiration. Membership on the Board is not a disqualification for service on University Councils.

All members of the Board are eligible for re-election. Terms of service shall begin July 1 and end June 30 except that, if a hearing is in progress at this time, any retiring member of the Board who is on the Hearing Committee (see (3) below) shall be continued on the Committee until the case in process is closed.

If a member of the Board ceases to be a full-time member of the faculty, or if his or her duties become primarily administrative, the Senate shall elect a replacement to complete his or her term; but if the change in the Board member's status occurs while he is serving on a Hearing Committee, the remainder of the Board shall decide by a majority vote whether he shall continue to serve on the Hearing Committee until the conclusion of the case or shall be replaced by another member of the Board chosen by the procedure described in the next paragraph for the original selection of the Committee.

3.8.6 - Preliminary Procedure

For each matter brought before the Faculty Appeals Board, an ad hoc Committee of Inquiry composed of five members of the Board shall informally and confidentially investigate the situation to effect a possible adjustment. Failing in this, the Committee of Inquiry shall advise the Board, the President, and the initiating party

of its decision whether in its view formal proceedings should be instituted.

Service on the Committee of Inquiry precludes subsequent service on the formal proceedings on the same issue.

The faculty member, the academic unit, or the administrative unit involved in the case shall be informed in writing by the President of any formal hearings to be brought before the Faculty Appeals Board.

3.8.7 - Formal Procedure.

- (a) The Chairperson of the Faculty Appeals Board, upon notification of impending proceedings by the President, shall select seven members of the Board to constitute the Hearing Committee for these proceedings. These shall be selected from the entire membership of the Board, unless another hearing is in progress, in which case the selection may be made from the members not involved in that hearing. The selection of the Hearing Committee shall be by lot, and it shall be made in the presence of the Chairperson of the Senate or his or her designated representative and a representative of the University administration; the faculty member who will be the respondent in the hearing shall also be invited to be present or to send a representative.
- (b) If a member of the Faculty Appeals Board selected to serve on a Hearing Committee is related by consanguinity or affinity to the respondent, or to an administrative officer who is a complainant in the case, or if he or she is a member of the same academic unit as the respondent, he or she shall be disqualified from serving on the Committee.
- (c) The complainant and the respondent in the case may each, by written request to the Chairperson of the Faculty Appeals Board, ask that a member or members of the Hearing Committee be disqualified on grounds of bias or personal interest in the case.
- (d) A member of the Hearing Committee may disqualify himself/herself on his/her initiative or in response to such challenge for cause as is provided for in the immediately preceding paragraph. If, however, a challenge for cause is disputed, the whole Faculty Appeals Board (including the members selected for the Hearing Committee, except for those challenged) shall decide by majority vote whether cause has been shown.
- (e) The complainant and the respondent, additionally, shall each have a maximum of two peremptory challenges of members selected for the Hearing Committee.
- (f) Members of a Hearing Committee who have been disqualified, and any members who, by reason of illness or absence from the campus, are unable to serve, shall be replaced immediately by the Chairperson of the Faculty Appeals Board, and the replacement shall be determined by lot in the manner prescribed for the original selections.
- (g) The Hearing Committee shall elect its own Chairperson, it shall set the date of its initial hearing, which shall be no less than twenty and no more than thirty days after the delivery to the respondent of the materials discussed in 3.8.8, Handling of Charges.

3.8.8 Handling of Charges - All matters brought to the Faculty Appeals Board shall be handled according to the following plan, which is designed to insure academic due process.

(a) At least twenty days before the hearings, the President's Office shall present to the faculty member a written statement embodying:

(1) Relevant legislation of the Faculty Senate, the President's Office and the Board of Regents.

(2) The charges in the case in full particularity.

(3) A summary of the evidence upon which the charges are based and a first list of witnesses to be called.

(4) A list of the members of the Faculty Appeals Board and of the Hearing Committee selected for his or her case.

(b) The faculty member may select from among his or her colleagues a person to act as his or her adviser, or he or she may select counsel to advise him or her on legal matters. He or she may, at his or her discretion, be assisted by both an adviser and a legal counselor.

(1) The faculty member shall inform the President's Office in writing of the identity of his or her advisor and/or counsel.

(2) In what follows it is understood that when reference is made to the faculty member, he or she is, in accordance with his or her own judgement, acting with his or her adviser or counsel.

(c) Faculty members who serve on the Faculty Appeals Board may call on the Office of the Chief Legal Counsel for advice concerning the case in question.

(d) The faculty member shall review the statement tendered him or her by the administration and present a written reply.

(1) The reply shall include any modifications he or she may wish to suggest regarding either the charges or the procedures.

(2) The reply shall also indicate the evidence by which he or she expects to refute the charges and shall include a first list of witnesses he or she desires to call.

(e) At this point, the President's Office and faculty member shall, as completely as possible, arrive at agreement on procedures and the formulation of charges. Communications shall be in writing, with copies retained. Oral discussion shall be followed by an exchange of memoranda indicating the understanding which each party has of the conversation.

(f) If the faculty member waives a hearing but denies the charges made against him or her or asserts that the charges do not support a finding of adequate cause, the Hearing Committee will evaluate all available evidence and rest its recommendation upon the evidence in the record.

3.8.9 Hearing Regulations - The following regulations shall apply to the hearing for a faculty member before the Hearing Committee.

(a) The faculty member shall have the right to be present and to be accompanied by his or her personal adviser or his or her counsel, or by both, throughout the hearing. The

Faculty Appeals Board shall also have the right to have its counsel present throughout the hearing.

(b) The hearing shall be open unless the faculty member requests it be closed. If the hearing is closed, such information and facts as are made public shall be released only by, or only with permission of, the Hearing Committee.

(c) The Committee shall proceed by considering the statement of grounds for grievances already formulated and the faculty member's response written before the time of the hearing. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter shall be received.

(d) Both parties to the contention shall have the right to present and to examine and cross-examine witnesses.

(e) The President's Office shall make available to the faculty member such authority as it possesses to require the presence of witnesses, and it shall bear any reasonable cost attendant upon the appearance of witnesses at the hearing.

(f) The principle of confrontation shall apply throughout the hearing.

(g) A full transcript shall be taken at the hearing; it shall be made available in identical form and at the same time to the Hearing Committee, the President's Office and the faculty member.

(h) The full text of the findings and the conclusions of the Hearing Committee shall be made available in identical form and at the same time to the President's Office and the faculty member. The full cost shall be borne by the University.

(i) The Committee may proceed to decision without having the record of the hearings transcribed; or it may await the availability of a transcript of the hearings if it feels its decision would be aided thereby.

(j) The President may attend the hearing and may designate a representative to assist in developing the case.

3.8.10 Disposition of Charges - The President shall transmit to the Board of Regents the full record of the hearing and the conclusions and recommendations of the Hearing Committee, together with his or her own recommendations. If the Board of Regents is disinclined to sustain the decisions of the Hearing Committee, it shall return the proceedings to the latter, specifying its objections. In this event, the Hearing Committee shall reconsider, taking account of the stated objections, receiving new evidence and testimony if necessary, and reporting its final conclusions to the President for transmittal to the Board of Regents as before. The work of the Hearing Committee is finished when the President shall have communicated the final decision of the Regents to the respondent and to the chairpersons of the faculty groups involved.

In the event that the Board of Regents chooses to review the case itself, its review shall be based on the record of the formal hearings, accompanied by the opportunity for oral and written argument by the principals in the case of their representatives.

The full transcript of the hearings shall finally be deposited in the office of the Secretary of the Board of Regents. Any copies or excerpts made from it after the completion of the Committee's work shall be done at the expense of the party to the case so desiring.

3.9 - Appeals and Grievances

If in the course of performing professional duties or in the process of being considered or evaluated for recommendations regarding reappointment, salary increase, promotion, tenure, or other personnel decision, a faculty member has reason to believe that he or she has been discriminated against unjustly, or has been the object of a violation of academic due process or of academic freedom, or has an alleged grievance concerning working conditions or personnel relations, the faculty member may seek redress through the appropriate grievance procedure.

3.9 .1 Alleged Discrimination - The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, including those on temporary or part-time appointment, who believes that he or she has been discriminated against because of race, ethnic or national origin, sex, creed, color, or age should give the University's Affirmative Action Officer a written account of the alleged act of discrimination, no later than twenty days after becoming aware of its occurrence. The Affirmative Action Officer shall investigate the alleged discriminatory act, and attempt to effect an informal settlement between the parties involved.

In the absence of such a settlement, the complainant may submit to the President of the University a written request that hearings be held on the grievance, enlisting the aid of the Affirmative Action Officer in setting out the request, if this is desirable. If the President, after informal discussion of the matter with the parties involved and the Affirmative Action Officer, is unable to bring about a resolution of the matter satisfactory to all parties, he or she shall notify in writing the Chairperson of the COMMITTEE ON DISCRIMINATION.

The Chairperson shall convene the Committee for an informal discussion of the grievance and a decision as to whether there exist adequate grounds for a formal hearing. The parties involved, the Affirmative Action Officer and the President or his or her representative shall be present.

(a) The Committee on Discrimination shall consist of nine members, three of whom shall be elected each year for three-year terms by the Faculty Senate. To assure a representative Committee, the membership shall include a minimum of four men and four women, as well as members of three different ethnic minority groups. The Committee's composition by rank shall be as follows: three professors, two associate professors, two assistant professors, and two instructors. Replacements shall be elected by the Faculty Senate in such a way as to fulfill these representational requirements. The Committee shall elect its own Chairperson annually from among those members whose terms are nearest expiration.

(b) Within three weeks of receiving notification, the Committee on Discrimination shall conduct the above-mentioned informal discussion of the grievance. At all meetings, each party may be accompanied and/or represented by an adviser. However, participation of legal counsel shall be considered inadvisable for so long as the case remains a matter of internal University adjudication.

(c) If the Committee decides at its informal hearing that there is no basis for formal proceedings, it shall remand the matter in writing to the President with a copy to the Affirmative Action Officer. The President shall render his or her decision on the matter in writing to each of the parties involved in the informal proceedings.

(d) In the event of a formal hearing, the Committee shall invite the parties to the grievance to present their arguments. The adviser to either party in the case shall be permitted to act in his or her stead. Hearings shall be open unless the complainant or respondent requests that they be closed.

Members of the Committee, and the parties directly involved and/or their advisers, may call witnesses, present statements, and ask questions of one another and of the witnesses. The principle of confrontation shall apply.

The Committee shall have access, within legal limitations, to all relevant documents and other materials, but shall consider as evidence only those materials to which all parties to the dispute have been afforded access.

At any point in the proceedings, the complainant may withdraw the charge. The grounds for the alleged grievance, however, may not be changed after the informal conference involving the Affirmative Action Officer and the parties to the complaint.

The administration shall bear the costs attendant upon the appearance of witnesses and the preparation of transcripts of the hearings and shall use such authority as it possesses to require the presence of witnesses.

The Committee shall complete its hearings and submit its report to the President, with copies to the parties directly involved and to the Affirmative Action Officer, within sixty days of receipt of the grievance. This report shall consist of a summary of the proceedings--the Committee's recommendations, the evidence presented, and the basis for the recommendations. The decision of the Committee shall be the definitive faculty position on the dispute.

(e) Within thirty days of receipt of the Committee's recommendation, the President shall communicate his or her own written decision to the parties involved, the Chairperson of the Committee, and the Affirmative Action Officer. If the President decides not to accept the recommendations of the Committee, he or she shall include a statement of the reasons for that action. If the President finds that an act of discrimination has in fact occurred, any professional or personnel decision affected by that act must be initiated anew, and appropriate steps must be taken to remedy the situation.

In the event of dissatisfaction with the action taken by the President, the complainant may appeal to the Board of Regents for a review of the case. The decision of the Regents ends the internal processes for settlement of the grievance.

3.9.2 Alleged Violation of Academic Freedom or Academic Due Process or Other Grievances - All faculty, whether tenured or not, are entitled to academic freedom as set forth in 3.2.1 and academic due process.

Any faculty member, academic unit, administrative unit, or other duly constituted body within the University community who believes that either academic freedom or academic due process has been violated or alleges other grievances should first seek prompt redress through regular administrative channels. If this fails to produce a satisfactory result, the faculty member, unit, or body may submit a written complaint to the Chairperson of the Faculty Appeals Board no later than twenty days after becoming aware of the alleged violation. The Chairperson of the Faculty Appeals Board shall supervise the drawing of seven names from the Board to form an ad hoc Hearing Committee to hear the case in the manner prescribed in 3.8.6, 3.8.7, 3.8.8, 3.8.9, and 3.8.10, as adapted to the particular situation.

The complainant is responsible for stating the grounds upon which the allegations are based, and the complainant shall bear the burden of proof.

The Committee shall communicate its decision in writing to the parties involved and to the President. If the Committee finds that academic freedom or academic due process has in fact been violated, any professional or personnel decision affected by the violation must be initiated anew. The Committee may also recommend necessary remedies appropriate to the case.

3.10 Advancement in Salary - Deserving faculty should be rewarded for their meritorious accomplishments each year through increases in salary commensurate with funds available. Since review for salary increases occurs each year and encompasses all faculty, it is the University's most consistent reflection of regular and continuing faculty evaluation. It is, therefore, incumbent upon departmental Committees A and the deans to rigorously collect and evaluate information about faculty performance before reaching a final recommendation on merit increases in salary.

3.10.1 Basis for Recommendations on Merit Increases in Salary

- (a) Recommendations for merit increases in salary will be based upon the quality of efforts and achievements of each faculty member during the preceding calendar year.
- (b) Each academic unit, in concert with the dean and the Provost, shall establish and publish specific criteria for evaluating faculty performance in that unit. The unit's faculty and Committee A, the dean, and the Provost should be in full agreement as to the specific criteria so that any ensuing disagreements on salary recommendations will arise only through differences of opinion concerning evaluation and application of the criteria rather than over the criteria themselves.
- (c) Under no circumstances will discrimination in merit increases in salary be based upon race, sex, color, age, creed, or religion.
- (d) At times when a faculty member is recognized with a special award designating a specific merit increase in salary to accompany the award (such as a Regents' Award for Superior Teaching), such special monetary award will be treated as additional to any increase recommended through normal procedures.
- (e) In certain circumstances, merit salary increases may cause the salary of a faculty member to equal or exceed the salary of faculty in higher ranks. Such a situation is perfectly acceptable provided the salary levels are fair reflections of the respective merits in effort and achievement of the faculty.

3.10.2 Procedures for Recommendations on Merit Increases in Salary - Procedural guidelines for salary recommendations are as follows:

- (a) Committee A* will annually collect (1) achievement data from all the academic unit's faculty and (2) evaluations of each individual's performance from those who are in supervisory positions and from other sources agreed upon as suitable in departmental policy.
- (b) For each faculty member, Committee A will prepare a recommendation based upon a comparison of faculty performance with departmental criteria (section 3.10.1, b), and forward a documented recommendation to the dean.
- (c) The dean will review each recommendation and notify Committee A of any changes or adjustments made upon their recommendations and will confer with the Committee on the reasons for such changes. At the request of Committee A, the dean will provide written justification for such changes.
- (d) The salary recommendations from the college will be forwarded from the dean to the Provost for additional discussion, further recommendations, and administrative action.
- (e) Each faculty member may request the reasons for the salary recommendation that was made. It is the duty of the department chairperson to discuss such matters individually with the unit's faculty. These discussions should take place as soon as feasible following delivery of the official salary notifications from the President's Office.

*On the Health Sciences Center campus, in an academic unit without a Committee A, the chairperson of that unit will make the recommendations for merit increases

(a) Upon occasion, adjustments in salary may be needed to correct inequities caused by annual variations in available funds, changing conditions in the academic profession or in the economy, or other elements beyond the University's control. The responsibility for making adjustments, where needed, lies primarily with the dean, who, after consultation with the appropriate Committee A, recommends to the Provost specific salary adjustments to correct evident inequities. Such adjustments should be made as funds are available, without causing disruption to the merit reward system.

(b) If budgetary limitations make impossible the awarding of appropriate merit increases in salary for exceptional performance in any particular year, an adjustment should occur at the next budget period when funds are available.

3.11 Advancement in Rank

3.11.1 Criteria for Promotions. Advancement in rank is a major way in which the University recognizes a faculty member's achievements. A promotion is not a routine reward for satisfactory service but reflects a positive appraisal of high professional competence and accomplishment.

Decisions to promote a faculty member must be made in light of a thorough evaluation of his or her performance in all the areas of faculty activity. (See 3.6.1, 3.6.2, 3.6.3, 3.6.4 and 3.6.5.)

The promotion candidate's performance is judged by all recommending parties against the academic unit's written statement of criteria for promotion to the rank in question, as modified in those individual cases where there are special conditions pertaining to the candidate's appointment (see section 3.7.3, a).

Each academic unit, in concert with the dean and the Provost, shall establish and publish specific criteria for promotion in that unit. These statements of criteria determine the emphasis placed on the various areas of faculty activity, subject to the following conditions:

(a) Qualifications for promotion in all units should, except in highly unusual individual cases, include attainment of high standard in at least two of the following: teaching, research or creative achievement, and service. (See Sections 3.6.1, 3.6.2, 3.6.3, 3.6.4, and 3.6.5.)

(b) Service in a given rank for any number of years is not in itself a sufficient reason for promotion.

(c) Promotion should indicate that the faculty member is of comparable stature with others in his or her field at the same rank outside the University.

3.11.2 Procedures for Promotion Decisions

(a) Recommendations regarding advancement in rank shall originate in the academic units, by procedures to be determined by the regular faculty of each unit.

(b) The college dean or the Provost may, at his or her discretion, require an academic unit to initiate consideration of promotion for an individual faculty member. In such a case, the academic unit must forward a recommendation, whether or not it is favorable.

(c) While primary responsibility for gathering complete information on professional activity rests with the individual faculty member, Committee A should assume a share of this responsibility to be certain that all promotion recommendations are initiated on the basis of full documentation. All such documentation must be considered by any person or group making a recommendation.

(d) All recommendations must be in writing and, with the exception of a recommendation based on any polling of the unit's faculty members, all must include a statement of reasons for the recommendation made. Copies of all such recommendations made above the level of the academic unit, up to and including the recommendation of the Provost, must be provided to the unit's Committee A.

(e) In all cases of promotion recommendations that are to be forwarded, Committee A shall provide its recommendation, each member recording his or her independent opinion, by name, without obligation to represent majority departmental opinion. Dissenting votes within Committee A must be recorded, and reasons must be given for all recommendations.

(f) If the unit's chairperson or director is not a member of Committee A, he or she shall submit a separate recommendation with supporting reasons.

(g) Whenever possible, a promotion should be accompanied by an appropriate increase in salary. If budgetary limitations make this impossible in any particular year, an adjustment should occur at the next budget period when funds are available. Promotions should not be delayed because of budgetary constraints. Conversely, promotions should be earned on their own right and not be used as substitutes for salary increases.

Effective date: This revised personnel policy shall take effect on both campuses on July 1, 1976. Presently untenured faculty, however, shall have the option of indicating in writing by July 1, 1976, to their academic units, their preference for compliance with the current tenure regulations.

ERRATA SHEET FOR THE DECEMBER 3, 1975, PROPOSALS OF
BOTH SENATES FOR REVISION OF THE FACULTY PERSONNEL POLICY

*Incorporated
in the REVISOR
REPORT
published
with
DEC. 11/75
JOURNAL
(3)*

- Page 7 (3.5.4) = Original: "Each faculty member holding a joint appointment shall have primary academic unit and college responsible for recommending promotion and tenure."
- Revised: "In the case of faculty members holding a joint appointment, one academic unit and college shall have primary responsibility for promotion and tenure."
- Page 9 (3.7) = Move entire 2nd paragraph to 3.7.1 (a) as a new 2nd paragraph.
- Page 10 (3.7.3) *e f* = Third line, change from "twelve semesters" to "twelve regular semesters."
- Page 14 (3.7.5 (j)) = Line five, change "Provost" to "President."
- Page 15 (3.7.5 (q)) = Line one, change from "any of the recommending bodies" to "any of the recommending bodies or administrative officers."
- Page 15 (3.7.5 (q) (1)) = Lines three and four, change from "the tenure committee of the college" to "Committee A of the college where such exists."
- Page 15 (3.7.5 (q) (2)) = Line two, change from "the college" to "the college where such exists."
- Page 16 (3.7.5 (r)) = Line two, change from "the Faculty Appeals Board" to "the Faculty Appeals Board or the Committee on Discrimination."
- Page 16 (3.8) = Line fourteen, change from "the imposition of sanctions" to "the imposition of severe sanctions."
- Page 17 (3.8.2 (d)) = Line one, change from "serious violation of law or moral conduct," to "serious violation of law," (delete "moral conduct".)
- Page 17 (3.8.3) = Entire first sentence deleted as being redundant.
- Page 18 (3.8.5 (a)) = Line two, change from "sanctions" to "severe sanctions"
- Page 20 (3.8.8) = Change from "administration" to "President's Office" in the following 5 instances: (a), (a1), (b1), (d), and (e).
- Page 20 (3.8.9 (a)) = Add the following sentence to correspond with similar comment in 3.8.8 (c): "The Faculty Appeals Board shall also have the right to have its counsel present throughout the hearing."
- Page 24 (3.10.2 (a)) = Change from "Committee A" to "Committee A*" with the following footnote at the bottom of the page:
 "*On the Health Sciences Center campus, in an academic unit without a Committee A, the chairperson of that unit will make recommendations for merit increases."
- Page 25 (3.11.1) = Line one, 4th paragraph, change from "in conjunction with" to "in concert with."