



## **STATEMENT ON ACADEMIC FREEDOM, RESPONSIBILITY, AND TENURE**

**The University of Tulsa**

**This Amendment to the October 23, 1991 document was unanimously adopted by the Faculty Senate on September 1, 1994, unanimously amended on December 1, 1994, and again in this final form on March 7, 1996. It was approved by vote of the faculty on September 11, 1996, and by the Board of Trustees on October 2, 1996**

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Note: Appendix I (Figures 1-8) is part of the *Statement* voted upon by the Faculty. All other Appendices II-IV are University policies external to the *Statement*, and are subject to amendment by appropriate administrative procedure. They are published here for convenience.

## SECTION I - GENERAL POLICIES

### I.A - PURPOSE

The purpose of this *Statement on Academic Freedom, Responsibility, and Tenure*, hereinafter referred to as the *Statement*, is to identify the documents, policies, and procedures binding at the time of employment and to indicate those policies, procedures and criteria subject to change. The application and implementation of contractual and noncontractual policies and procedures also are described. This *Statement* does not identify all University policies and procedures. In the event conflict exists between this *Statement* and provisions of other relevant documents, this *Statement* shall take precedence over the other relevant documents with regard to faculty matters covered in the *Statement*.

### I.B - NONDISCRIMINATION

The University of Tulsa is an equal opportunity employer and an institution of higher education. The University endeavors to create and nurture an informed and inclusive environment in its workplace and educational programs. Affirmative action and equal employment opportunity are integral parts of The University of Tulsa, not just because they are legally mandated, but because we recognize that the present and future strength of the University is based primarily on people and their skills, experience, and potential. The University of Tulsa does not discriminate on the basis of personal status or group characteristics, including, but not limited to, the classes protected under federal and state law. The University of Tulsa seeks to recruit, select, and promote students, faculty, and all other employees on the basis of individual merit.

The University of Tulsa, an Affirmative Action/Equal Employment Opportunity institution, recognizes the need to increase representation by under-represented groups. The Affirmative Action/Equal Employment Opportunity officer at The University of Tulsa has responsibility for implementing and monitoring the Affirmative Action Plan of the University and assisting with the application and interpretation of pertinent laws.

### I.C - PREAMBLE

The Faculty, the Administration, and the Board of Trustees of The University of Tulsa do hereby subscribe to and adopt the following *Statement on Academic Freedom, Responsibility, and Tenure*, effective June 1, 1992. The *Statement* enunciates the general policy and procedures concerning academic freedom, responsibility, and tenure at The University of Tulsa. It is not a comprehensive code, however. Matters, procedures, and options not specified are left to the judgment, imagination, and wisdom of the faculty and administration. Where policies and procedures do not spell out or restrict, a variety of sound practices is expected to develop.

The *Statement* does not nullify the rights and privileges of existing contracts except as agreed to in writing by The University of Tulsa and individual faculty members. Faculty members holding tenure under the terms of the 1969 *Statement on Academic Freedom and Responsibility, Tenure and Rank* or holding continuing appointment under the 1976 *Statement on*

*Academic Freedom and Responsibility, Rank and Appointment* may, without penalty, elect to remain under their respective documents and have all the rights, privileges and responsibilities associated with those documents. The procedures outlined in the *Statement* dealing with issues of promotion, tenure, professional review, termination, and appeal shall, however, supersede the procedures set forth in earlier documents. The *Statement*, as adopted by the faculty and approved by the president and the Board of Trustees of The University of Tulsa, shall be the basis for establishing new appointments and contracts.

## **I.D - CLASSIFICATION OF FACULTY**

The following terminology is used for purposes of this *Statement* to clarify references to the categories of faculty at The University of Tulsa. This nomenclature is consistent with the definition of General Faculty in University Bylaws adopted by the Board of Trustees. The Bylaws define faculty on the basis of rank or administrative function for the purpose of determining faculty voting rights. These category titles may be inconsistent with unique titles recorded on individual contracts. Each faculty member's classification under this nomenclature shall be clearly indicated by check-off boxes on the contract. The outline structure of these categories is shown at the end of Section I.D.

**General Faculty** refers to all persons who are appointed to teach or engage in scholarly activity at The University of Tulsa for pay. Faculty with unique titles must be told on the employment contract if they have voting rights equivalent to an instructor. General Faculty comprise two categories: university faculty and student faculty. The rights and responsibilities of academic freedom extend to the General Faculty.

**I.D.1 - University Faculty:** University faculty comprise two categories: resident faculty and nonresident faculty.

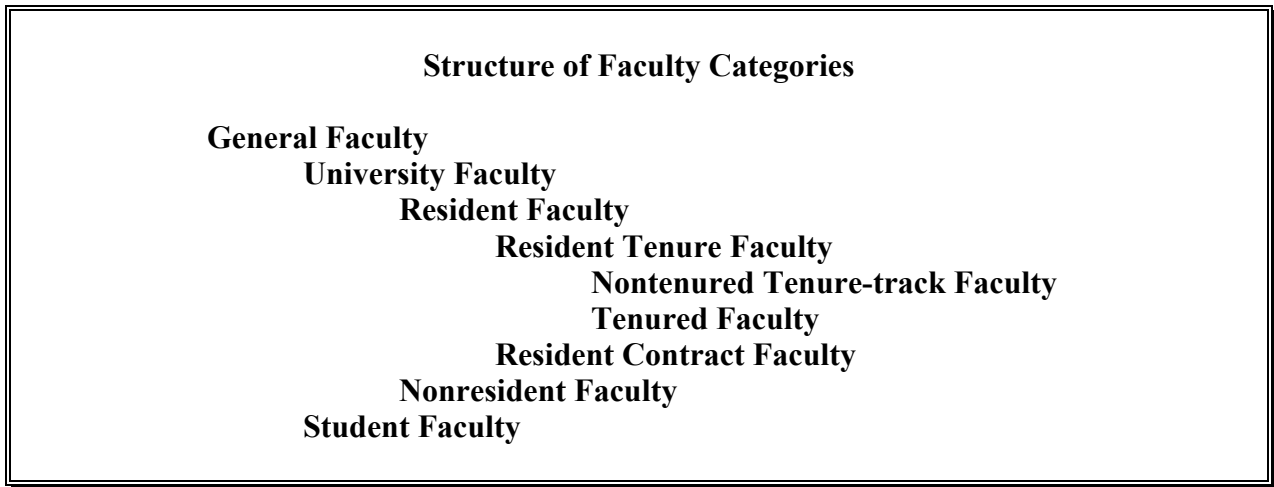
**I.D.1.a - Resident Faculty:** Resident faculty, also synonymously known as "regular faculty," are long-term employees of the university who comprise two categories: resident tenure faculty, and resident contract faculty. Resident faculty at the rank of instructor or above shall have voting rights in faculty meetings, regardless of tenure or contract status, subject to the specific limitations imposed by this document on matters of promotion, tenure, or professional review, or to limitations imposed by the written college policies on contract faculty mandated by this document.

**Resident tenure faculty** are faculty who are tenured, or on tenure track. This category also includes faculty who are visiting faculty by virtue of visa status, but who have been hired into a tenure-track position in anticipation of becoming a permanent resident of the United States.

**Resident contract faculty** are on renewable contracts of one, two, three or five years with the option to renew the contract an indefinite number of times at the mutual agreement of the faculty member and the University.

**I.D.1.b - Nonresident Faculty:** Nonresident faculty are those who truly hold a temporary position at the University as a visiting scholar, or an adjunct faculty member regardless of rank. This category includes post-doctoral students. Nonresident faculty do not have the right to vote in faculty meetings.

**I.D.2 - Student Faculty:** Student faculty are teachers and scholars who are working on a postgraduate degree from the university. They may be hired under a variety of titles including teaching assistant, research assistant, or instructor.



**I.E - Categories Covered by this Statement:** The provisions of this document apply to the general faculty as regards academic freedom and responsibility. The review, promotion, contract renewal, grievance and appeals procedures apply to resident faculty, with distinctions between resident tenure faculty and resident contract faculty explicitly stated where applicable. Individuals hired only to teach in the division of continuing education are not included in this classification.

**I.F - Protection of Faculty Members Rendering Decisions under This Statement:**  
All members of the university who render decisions within the guidelines of this document, at the academic unit, college or university level, acting individually or as members of committees elected by those university divisions, and acting in good faith, and in compliance with all applicable nondiscrimination laws and policies, shall be indemnified and represented as provided in the Bylaws of the Board of Trustees, in any litigation arising from their deliberations.



## **SECTION II - RESIDENT FACULTY APPOINTMENTS AND RANK**

### **II.A - Resident Faculty Contracts**

All new resident faculty members shall receive a contract specifying that the appointment is with tenure, or is tenure track, or nontenure track. An appointment letter shall accompany the contract detailing any special conditions or terms regarding the appointment. If the appointment is tenure track, the appointment letter shall specify the maximum length of time before a tenure decision must be rendered. The appointment letter accompanying tenured and tenure-track appointments shall identify the academic unit or units that constitute the peer group responsible for reviewing professional accomplishments. An academic unit is the committee, faculty, department, division, college, or other unit to which the faculty member is appointed and subject to review. Section IV.C.5.

The *Statement on Academic Freedom, Responsibility, and Tenure* is part of the employment contract and shall accompany the contract and appointment letter. The first contract issued by the University shall not be binding on either party until the appointee attests in writing to having received and read the *Statement*. The written response of the appointee shall be part of the employment contract. The appointee also should receive copies of the current University fringe benefit, research, personnel and other applicable policies. These policies are not part of the employment contract and are subject to change.

Unless otherwise indicated in this *Statement*, or unless otherwise agreed by the University and the person involved, notice of the terms and conditions of employment for currently employed faculty members shall be given no later than April 1.

### **II.B - Tenure and Tenure-Track Appointments**

Tenure-track faculty hold the rank of professor, associate professor, assistant professor, or instructor. Appointments of tenured and tenure-track faculty to existing academic units must receive an affirmative recommendation for appointment from a majority of the resident faculty of the appropriate academic unit voting by secret ballot, the dean, provost, and president prior to approval by the Board of Trustees. Appointments with tenure also must receive an affirmative recommendation from a majority of the college promotion and tenure committee. (Figure 1)

**II.B.1 - Professors:** Professors are appointed either for terms of three academic years or with tenure. The minimum requirements for appointment to professor are: (a) an appropriate terminal degree or its equivalent from an accredited college or university or distinguished credentials as evidenced by specialized study, certification, or experience; (b) an established reputation as an effective teacher; (c) a distinguished reputation for scholarship or creative achievement; and (d) a record of institutional, professional, and community service beyond teaching and research.

**II.B.2 - Associate Professors:** Associate professors are appointed either for terms of three academic years or with tenure. The minimum requirements for appointment to associate professor are: (a) an appropriate terminal degree or its equivalent from an accredited college or

university or distinguished credentials as evidenced by specialized study, certification, or experience; (b) an established reputation as an effective teacher; (c) a growing reputation for scholarly or creative achievement; and (d) a record of institutional, professional, and community service beyond teaching and research.

**II.B.3 - Assistant Professors:** Assistant professors are appointed for terms of three academic years. The minimum requirements for appointment to assistant professor are: (a) an appropriate terminal degree or its equivalent from an accredited college or university, or other appropriate credentials as evidenced by specialized study, certification, or experience; (b) evidence of teaching effectiveness; (c) a demonstrated ability to do scholarly or creative work; and (d) promise of institutional, professional, and community service beyond teaching and research.

**II.B.4 - Instructors:** Instructors are appointed for terms of two academic years. The minimum requirements for appointment to instructor are: (a) a nonterminal master's degree from an accredited college or university, or equivalent credentials and evidence of progress toward a terminal degree; (b) evidence of promise as a teacher; and (c) evidence of promise as a scholar.

## **II.C - Resident Contract Appointments**

**Resident contract** faculty hold full-time or part-time term appointments of one, two, three or five years at the rank and title recommended by the appropriate academic unit, administrative head, dean, provost and president and approved by the Board of Trustees. Although not eligible for tenure while under such a contract, these faculty members may be appointed to an unlimited number of term contracts. Each college, in consultation with the appropriate academic unit, shall submit to the provost for approval guidelines defining the duties, privileges, responsibilities, and review procedures governing resident contract faculty.

## **II.D - Appointment of Family Members**

The University of Tulsa does not restrict the employment of relatives as faculty members. Married couples and other close family members may be hired as full-time or part-time faculty members in the same or different academic units. They will be appointed, reviewed, promoted, and granted tenure without regard to their marital or familial relationships. A faculty member, however, shall not initiate or participate in the professional review or in decisions such as the hiring, promotion, tenure, and contractual arrangements affecting close family members. Faculty members with administrative responsibilities will forward to their supervisors for action and without recommendation any decisions affecting their close family members.

## **II.E - Election of Emeritus/Emerita Faculty**

All tenured faculty members at The University of Tulsa with at least five years service at the time of retirement shall be eligible for election to the title of emeritus/emmerita. Election to the title emeritus/emmerita requires the recommendation of the faculty of the academic unit by majority vote, the administrative head, the dean, provost, and president.

## **SECTION III - ACADEMIC FREEDOM, RESPONSIBILITY, AND TENURE**

The University of Tulsa is a community devoted to the dissemination of knowledge, the pursuit of truth, and the nurturing of a spirit of inquiry. As a self-governing institution, it professes freedom from both internal and external interference that would hinder the accomplishment of these purposes; transcends, as often as it challenges and accepts, the customs and values of society; and maintains standards of excellence and responsibility that do not always conform to those of the persons and groups who support it.

### **III.A - Academic Freedom and Responsibility**

The University of Tulsa recognizes that the dissemination of knowledge, the pursuit of truth, and the nurturing of a spirit of inquiry depend on a commitment to academic freedom. Academic freedom can exist only under conditions conducive to free inquiry, thought, and discussion. These conditions are regarded as necessary rights accruing to faculty status. The freedom to investigate, speak, write, and otherwise express one's views is linked to the equally demanding concept of academic responsibility. Faculty members have the responsibility to teach, speak, and write with accuracy and to respect the right of others to voice opposing views. As members of a profession that depends upon freedom for its health and integrity, they have a particular obligation to promote conditions of free inquiry. Tulsa faculty also are members of the civic community and are entitled to exercise the rights and responsibilities inherent to that membership.

The exercise of academic freedom and responsibility by faculty members extends beyond individual rights and duties to participation in the determination of University policy. Moreover, the faculties of the academic units and colleges are free at any time to debate and make recommendations concerning any policy, program, or practice of the University.

### **III.B - Tenure**

The concept of academic tenure, essential to maintaining an environment committed to academic freedom and responsibility, refers to the contractual commitment by The University of Tulsa to continue the employment of any member of the faculty granted tenure in an academic position. Tenure once granted is irrevocable and shall be recognized as a legal obligation until such time as a faculty member retires, resigns, or is dismissed by The University of Tulsa for cause, financial exigency, educational considerations, or legally permissible medical reasons as these causes are defined and explained in Section VII of this Statement.

A faculty member holding an administrative appointment may have tenure as a faculty member but not as an administrator.



## **SECTION IV - CONTRACT RENEWAL, PROMOTION AND TENURE REVIEW**

Review criteria, schedules, and procedures described in this section apply to all faculty members being considered for the renewal of a tenure-track term appointment, promotion, or tenure. A decision to renew a term appointment or award tenure shall be based on the criteria outlined below and the institutional needs of the University.

### **IV.A - Criteria**

Faculty shall be evaluated in the areas of teaching, scholarship or creative achievement, and service. Although some quantitative measures of evaluation may be employed, excellence in performance is of primary importance; that is, the quality, significance, and impact of accomplishments are of greater importance than their number. In addition to meritorious accomplishments, a high potential for continued excellence is required for promotion and tenure.

The faculty of each college and their constituent academic units shall establish by majority vote specific criteria statements for promotion and tenure compatible with the requirements outlined herein and in Section II.B, provided that the criteria for promotion or tenure decisions adopted by a college shall reflect the fact that promotion and tenure decisions are based solely upon standards reflective of individual achievements and merit.

Criteria statements shall be reviewed periodically and approved by the dean of the college and the provost. Teaching accomplishment shall be based on faculty assessment and student evaluations. The assessment of scholarship or creative achievement shall be based on the individual's level of accomplishment relative to disciplinary norms and standards. For promotion and tenure decisions, these shall be supplemented by external and internal peer evaluations.

Criteria statements of the academic unit and the college shall be provided by the dean of the college at the offer of a contract for faculty employment. When changes in the criteria occur, it is the dean's responsibility to inform every faculty member affected.

### **IV.B - Review Schedule for Tenure-Track Faculty**

Reviews are scheduled as follows. Nontenured faculty members named to college or university administrative positions that prevent them from regularly teaching and conducting research may request that a tenure decision be stayed during the period of their administrative appointment. The academic unit of the faculty member shall by majority vote approve or disapprove such a request and report its decision to the appropriate administrative officials, including the dean of the college and provost.

Resident tenure faculty first appointed in the spring semester are reviewed at the same time as those appointed the preceding fall semester, unless otherwise specified in the offer letter.

**IV.B.1 - Professors:** Professors (Figure 2) are reviewed during the fall semester of the second year of a term appointment. They shall be notified in writing by April 1 following their reviews that a new term appointment or tenure will be granted effective the next academic year or that the current term appointment will be allowed to expire. A decision for or against tenure shall be rendered prior to the end of the faculty member's fourth year at The University of Tulsa.

**IV.B.2 - Associate Professors:** Associate professors (Figure 3) are reviewed during the fall semester of the second year of a term appointment. They shall be notified in writing by April 1 following their reviews that a new term appointment or tenure shall be granted effective the next academic year or that the current term appointment shall be allowed to expire. If the original appointment was at the rank of associate professor, a decision for or against tenure shall be rendered prior to the end of an associate professor's fourth year at The University of Tulsa. If the original appointment was at the rank of assistant professor, the decision for or against tenure shall be rendered prior to the end of the faculty member's sixth year at The University of Tulsa.

In unusual circumstances, associate professors lacking the qualifications for tenure but judged to have exceptional promise may, upon the recommendation of the majority of the faculty of the academic unit, the administrative head, college tenure and promotion committee, dean, and provost, be granted a final term appointment, which would be the third term appointment if the original appointment was at the rank of associate professor and fourth if the original appointment was at the rank of assistant professor. In these cases, a decision for or against tenure shall be rendered prior to the end of the faculty member's sixth year at The University of Tulsa if the original appointment was at the rank of associate professor and prior to the end of the faculty member's eighth year at The University of Tulsa if the original appointment was at the rank of assistant Professor. The recommendation shall be made only when the circumstances are extraordinary and the rationale is compelling. The recommendation shall originate at the level of the academic unit or the college review committee, and shall be made by the college committee only when the recommendation made at the academic unit was positive. Should a recommendation to extend the contract originate with the academic unit chair and be approved by the college committee, or originate at the level of the college committee, the case will be returned to the academic unit with the annotation that the college committee has decided not to recommend tenure, but would accept a recommendation to extend the probationary period. The academic unit and chair must agree to the recommendation of extension or the decision of the college committee to deny tenure shall stand.

**IV.B.3 - Assistant Professors:** Assistant professors (Figure 4) are reviewed during the fall semester of the second year of a term appointment. They shall be notified in writing by April 1 following their reviews that a new term appointment as an assistant or associate professor without tenure or an appointment as an associate professor with tenure will be granted effective the next academic year or that the current term appointment will be allowed to expire.

Normally the promotion and tenure decisions for assistant professors are rendered at the scheduled review during the professor's sixth year at The University of Tulsa. In unusual circumstances, assistant professors lacking the qualifications for promotion and tenure but judged to have exceptional promise may upon the recommendation of a majority of the faculty of the academic unit, the administrative head, college tenure and promotion committee, dean, and provost, be granted a fourth and final term appointment. In these cases, a decision for or against tenure shall be rendered prior to the end of the faculty member's eighth year at The University of

Tulsa. The procedures for recommending this extraordinary extension shall be the same as those in IV.B.2.

Assistant professors originally appointed to the rank of instructor must be considered for promotion to associate professor and tenure prior to the end of a faculty member's eighth year at The University of Tulsa.

**IV.B.4 - Instructors:** Instructors (Figure 5) are reviewed annually during the fall semester beginning after their first year of service. They shall be notified in writing by April 1 following their reviews that their appointment will be renewed or allowed to expire. Instructors must qualify for appointment as an assistant professor before the end of their second term appointment.

#### **IV.C - Procedures (Figure 6)**

Reviews shall follow these procedures together with any other procedures adopted by the applicable academic unit.

**IV.C.1 - The Faculty Member:** The faculty member shall present documentation addressing the criteria established by the academic unit charged with the review. Faculty members under review may appear before any committee evaluating their accomplishments; they also may designate a University faculty member, who is not a member of the review committee, to appear as an advocate. The administrative head of the academic unit may attend such meetings during the appearance of the faculty member or the advocate.

**IV.C.2 - The Academic Unit:** The academic unit review process begins with the election of a review committee and its chair by the faculty of the academic unit. The review committee may include faculty members from outside the academic unit. Tenured and tenure-track faculty members may serve on review committees, but faculty members may not serve on committees considering their own status. An academic unit may vote to create a committee of the whole.

The administrative head of the academic unit shall neither be a member of the review committee nor participate in its deliberations. Further, neither the faculty members under review nor their advocates may be present during deliberations or when votes are cast. The head of the academic unit may respond to questions of fact raised by the committee concerning the case, including questions on procedures employed to seek material submitted in the documentation from students, alumni, or outside scholars.

The review committee shall send its written report, including the vote of the committee, to the head of the academic unit who shall distribute the report to the faculty of the academic unit, including the faculty member under review, before convening the academic unit. The opportunity to respond to the committee report shall be provided to the faculty member under review and that response shall become a part of the review file. The administrative head of the unit shall preside at the meeting of the faculty of the academic unit but may not vote. At that meeting, the faculty of the academic unit shall examine the information upon which the review committee has based its deliberations, discuss the written report of the review committee, and any response submitted by the faculty member under review. The faculty of the academic unit shall cast a secret ballot accepting by majority vote or rejecting the report of the review

committee. For the purposes of determining what constitutes a majority vote, each college shall have discretion to determine the number of resident faculty of an academic unit eligible to cast a vote, and each college shall have discretion to determine the status of those faculty absent because of sabbatical, leave of absence, visiting away, emeritus no longer teaching a full load, hospitalized or ill, or absent due to extraordinary circumstances. If the faculty of the academic unit votes to reject the report of the review committee, the academic unit, acting as a committee of the whole, shall write a separate report and rationale. After a report has been accepted by a majority vote of the faculty, a separate vote shall be taken by secret ballot on the recommendation that is to be sent to the College Committee on Tenure and Promotion. If the academic unit fails to recommend reappointment by majority vote, the review shall end with the dean notifying in writing the faculty member and the provost of the action of the academic unit. The result of the vote of the academic unit and any written recommendation and rationale shall become part of the review file.

The administrative head shall write a recommendation after the meeting of the academic unit. The administrative head shall meet with the faculty member under review to discuss the report of the review committee and the vote and recommendation of the academic unit. At that meeting, the faculty member shall receive a copy of the report of the review committee, the results of the vote on that report by the academic unit along with any recommendation and rationale, and a copy of the recommendation of the head of the academic unit. The head of the administrative unit shall forward all material concerning the review of the faculty member to the dean of the college.

When the administrative head is under review, the dean of the college shall carry out the responsibilities normally assigned the administrative head, including the chairing of the meeting of the academic unit. When the administrative head is the dean, the provost shall carry out those responsibilities.

**IV.C.3 - The Dean:** Whenever the review concerns the renewal of a term appointment, the dean shall consider the report of the academic unit review committee, any response submitted by the faculty member under review, the recommendations of the academic unit, and the head of the academic unit. If the recommendations are favorable, the dean shall forward them along with the recommendation of the dean to the provost for review and recommendation to the president. At that time, the faculty member involved shall be advised in writing by the dean of the nature of the recommendation being forwarded. If an academic unit fails to recommend reappointment, the review shall end with the dean notifying in writing the faculty member and the provost of the action of the academic unit.

If a review concerns promotion or tenure, the dean shall forward all material related to the review to the Committee on Promotion and Tenure in the college. If the decision of the academic unit committee was to deny promotion or to deny tenure, the college Committee on Promotion and Tenure will receive and review the material only for the purpose of certifying to the dean by letter that the Committee finds that due process was either carried out, or to recommend to the dean that the case should be sent back to the academic unit to rectify errors or omissions in due process.

#### **IV.C.4 - Committee on Promotion and Tenure.**

**IV.C.4.a - Selection of the Committee and Participation in Deliberations:** The Committee on Promotion and Tenure shall be a standing committee of each college consisting of five faculty members elected by the college faculty, each to serve two-year terms. Elections to the Committee on Promotion and Tenure in each college shall be open to all resident tenured faculty who have served on the faculty at least one academic year. All faculty qualified to serve who are nominated by faculty qualified to vote shall appear on the ballot. Each college shall determine by written policy whether resident contract faculty are allowed to vote. Voting shall be by secret ballot. When the initial committee is established, two faculty members shall be elected for one year only, and thereafter terms shall be staggered. An alternate faculty member shall also be elected annually to serve on the Committee in place of a regularly elected member when matters relative to promotion or tenure of a regularly elected member are under discussion, or when the regularly elected member is unable to serve. The alternate faculty member shall attend, deliberate, and have voice and vote only in the specific cases requiring the alternate's participation.

If none of the Committee is from the same academic unit as that of a candidate being considered for promotion or tenure, the candidate's academic unit shall elect a member to augment the Committee for the consideration of that candidate. That member shall have voice and vote for that case only.

If the candidate for promotion or tenure believes that any member of the Committee on Promotion and Tenure cannot, because of personal, financial, or professional reasons, render a judgment in the candidate's case that is based only on the facts of the case, the candidate may request that an alternate serve. This request shall be submitted to the dean with the reason for suspecting bias. The decision regarding whether the alternate shall be asked to serve will then rest with the dean. Similarly, any member of the committee who feels that a conflict of interest exists in the member's judgment of a particular case may submit to the dean an explanation of the conflict and a request that the member be excused from hearing that case or participating in the decision.

**IV.C.4.b - Procedures of the Committee on Promotion and Tenure:** The Committee on Promotion and Tenure will have access to the materials submitted by the candidate and the academic unit to the dean for the members to review prior to the Committee meeting. The chair of the Committee shall determine from the candidate and the academic unit head if any material changes have occurred since the academic unit review, and shall seek clarification of any questions raised by members of the Committee.

The Committee on Promotion and Tenure, except as provided below, shall meet to review the material forwarded by the head of the academic unit to the dean of the college. Five voting members must be present to provide a quorum. The dean may personally attend Committee meetings, but shall not vote or otherwise contribute to the decision-making process of the committee. The dean may respond to questions of fact from the committee concerning the case. If the candidate requests an opportunity to appear before the committee, he or she may do so. The committee may also invite the candidate to appear. The Committee shall recommend with at least three votes that the faculty member be promoted, granted tenure, or both. The Committee shall prepare a written recommendation and present it to the dean of the college. The Committee shall discuss its recommendation with the dean if the dean has not been present during its deliberations.

If the Committee on Promotion and Tenure fails to recommend promotion or tenure, the Committee shall forward its decision, with rationale, along with the recommendations of the academic unit review committee, the academic unit, and the head of the administrative unit to the dean and the review shall end. The rationale shall include the vote of the Committee and explicitly address the relationship between the evidence submitted to the Committee by the candidate and the academic unit and the written criteria applicable to that unit. The dean shall provide the faculty member with a copy of the decision, with accompanying rationale of the Committee.

If the Committee recommends promotion, tenure, or both, the Committee shall forward its recommendations along with the report of the academic unit review committee, any response of the faculty member under review, and the recommendations of the academic unit and the head of the academic unit to the dean for review and recommendation. The dean shall then forward the material submitted by the college committee and the dean's own recommendation to the provost for review and recommendation. At the same time, the faculty member involved shall receive a copy of the recommendations of the college committee and the dean.

**IV.C.5 -Special Academic Units:** If an academic unit constitutes a college, the college may elect by majority vote not to create a Committee on Promotion and Tenure. The academic unit, with the dean as administrative head, shall follow the procedures outlined in Section IV.C.2 for report by review committee and vote by academic unit (Figure 7). If the assembled faculty of the administrative unit decide by majority of those present and voting not to promote or grant tenure the review will end. The dean shall then meet with the faculty member under review and deliver a copy of the report of the review committee and the result of the vote of the academic unit. If the assembled faculty vote to promote or grant tenure, the dean shall proceed as if having received a positive recommendation from the Committee on Promotion and Tenure.

If the academic disciplines are organized such that there is a clustering of disciplines into larger administrative units that are still subdivisions of the college, the term "academic unit" means the discipline rather than the cluster. The principle is that the first level of peer review should be by faculty trained in the same discipline. The term discipline reflects traditional usage in American academic institutions, and should not be construed so narrowly as to exclude faculty from the decision process whose subdiscipline differs from the candidate. Scholars working in interdisciplinary fields are still to be judged by their home academic unit, although it is legitimate for the candidate to request the solicitation of evaluations from scholars in other disciplines for the academic unit to consider. It is immaterial whether the academic unit is called a department, a faculty, a school, or a college.

**IV.C.6 - The President:** The president, after reviewing the materials submitted to the provost and the recommendation of the provost, and if the president's recommendation is positive, shall forward by February 1 a recommendation for the term appointment, promotion and tenure of faculty members to the Board of Trustees for action. The Board of Trustees of The University of Tulsa renders final decisions on recommendations concerning term appointments, promotions, and tenure.

#### **IV.D - Appeals (Figure 8)**

Faculty members may appeal the nonrenewal of term appointments and the denial of promotion or tenure only on grounds alleging: (1) the violation of academic freedom; (2) failure to follow stated procedures or apply stated criteria; or (3) impermissible discrimination as defined in this document or that is otherwise unlawful. The burden of proof is clear and convincing evidence and rests with the faculty member. The University Faculty Appeals Board shall consider appeals of faculty members following the procedures outlined in Section VI.

If the Appeals Board decides there has been a violation of rights or procedure, it shall indicate the point where the infringement occurred. The panel shall then outline a special process of professional review that allows the case to be reevaluated in a manner that eliminates any violation of rights or procedure.



## **SECTION V - PROFESSIONAL REVIEW OF TENURED FACULTY**

Tenured faculty members shall be reviewed as follows.

### **V.A Criteria**

The faculty of the colleges and their constituent academic units shall by majority vote establish criteria statements for the evaluation of continuing professional accomplishment of tenured faculty members. Professional review criteria statements shall address accomplishments in teaching, scholarship or creative achievement, and service. Teaching accomplishment shall be based on faculty assessment and student evaluations. Professional review criteria statements shall be reviewed periodically and approved by the dean of the college and the provost and be made available to every faculty member at the time of employment and upon any change in the criteria statements.

### **V.B Review Schedule**

Tenured professors are reviewed every fifth year; tenured associate professors are reviewed every fourth year. Either the faculty member being reviewed or the head of the academic unit, with concurrence of the faculty member, may request that a review include consideration for promotion. In such a case, faculty review may be requested in advance of the time at which it would be done in the usual review cycle. If promotion is to be considered, the review process shall be the same as that used when a nontenured faculty member is reviewed for promotion (see Section IV.C). If a review for promotion is undertaken in a year other than the year of the scheduled post-tenure professional review, and if the process goes as far as a recommendation by the collegiate committee, then the clock is reset, so that the next scheduled professional review occurs after the normal interval for the rank of the faculty member.

Tenured faculty members named to college or university administrative positions that prevent them from regularly teaching and conducting research may request that professional reviews be stayed during the period of their administrative appointment. The faculty member's academic unit shall by majority vote approve or disapprove such a request and report its decision to the appropriate administrative officials, including the dean of the college and provost. If a professional review is conducted, it should take cognizance of the administrative responsibilities of the faculty member.

### **V.C - Procedures (Figure 8)**

The review process begins with the presentation of documentation and the election of a review committee as outlined in IV.C.1 and IV.C.2. Using the criteria established by the academic unit, the review committee shall prepare a written report and forward it to the administrative head. The administrative head may endorse the report or write a separate report. The administrative head shall then meet with the faculty member under review. At that meeting, the faculty member shall receive a copy of the reports of the review committee and administrative head, if any. After the meeting, the head of the administrative unit shall forward copies of the reports given to the faculty member to the dean of the college.

The dean shall acknowledge the professional review of tenured faculty members by an academic unit with a letter to the faculty member involved and forward a copy of that letter and copies of the reports from the academic unit to the provost for filing.

When the administrative head is under review, the dean of the college shall carry out the responsibilities normally assigned the administrative head. When the administrative head is the dean, the provost shall carry out those responsibilities.

## **SECTION VI - POLICIES AND PROCEDURES FOR APPEALS**

The nature of a decision being appealed determines which body hears the appeal. Three categories of appeal exist:

- 1) appeals arising from the promotion and tenure process,
- 2) appeals of decisions based on accusations of personal, professional, or administrative misconduct, and
- 3) appeals of decisions to terminate a faculty member's service based on institutional financial exigency or educational considerations, or the faculty member's inability to perform the duties of the position because of certain medical conditions.

To hear these appeals, a system of regularly elected committees exists. Each college elects a Committee on Faculty Rights and Responsibilities. Two bodies are elected at the university level: the University Faculty Appeals Board and the University Faculty Grievance Committee (which is not the same as the University Grievance Committee).

- 1) Appeals arising from decisions in tenure or promotion cases at the collegiate level or above go directly to the University Faculty Appeals Board.
- 2) Cases of dismissal for cause because of personal, professional or administrative misconduct go first to the Committee on Faculty Rights and Responsibilities of the college, and the decisions of those committees can be appealed to the University Faculty Appeals Board.
- 3) Appeals arising from the university taking action to terminate a faculty member on the basis of financial exigency, educational considerations or permissible medical condition also go to the University Faculty Appeals Board.
- 4) Grievances arising from any other matter and involving charges brought by one faculty member against another are heard by the University Faculty Grievance Committee. (Grievances involving a faculty member with students, staff, or nonacademic administrators are heard by the University Grievance Committee.)

### **VI.A - Committee Structure and Function**

The University community is strengthened by procedures that address the apparent violation of commonly held standards of professional, personal or administrative conduct. To that end, the Committee on Rights and Responsibilities in each college, the University Faculty Appeals Board, and the Committee on Faculty Grievances are established. Elections to these committees shall be held in April of each year. Terms of office shall begin on September 1 of the year in which the election occurs and end on August 31 of the year in which the term expires, with the exception that once any panel begins to hear a case, each member of that panel will

continue to serve until that case is completed even if that member's term has expired. Newly elected members will not join a panel that has already begun reviewing a case.

### **VI.A.1 - The Collegiate Committees on Faculty Rights and Responsibilities**

**VI.A.1.a - Selection of Members:** Each college shall have a Committee on Rights and Responsibilities that shall consist of five members and two alternates elected at large from the college. Elections in each college shall be open to all resident faculty who have served on the faculty at least one academic year. All qualified faculty who are nominated shall appear on the ballot. Voting shall be by secret ballot. Committee members shall serve three-year terms. After the initial election, lots shall be drawn to establish a rotation so no more than two terms expire in any single year. The Committee shall elect its own chair. Alternates shall be elected annually.

**VI.A.1.b - Impartiality of Members:** Members of the Committee on Rights and Responsibilities who are unable to impartially consider the charges against a faculty member should recuse themselves from the hearing. If the faculty member bringing the charge or against whom the charge is brought or the dean is of the opinion that a member of the Committee will not view the charges with impartiality, the faculty member or the dean may in writing request the recusal of that member from the hearing. A majority of the remaining members of the Committee must support this request of the faculty member or dean, and the Committee remaining, if there is a quorum, shall select another impartial person from among the alternates to serve on the Committee for the purpose of the hearing. If the majority of the committee members are disqualified, the faculty of the college involved shall convene to elect ad hoc members to serve during the hearing.

**VI.A.1.c - Cases Heard by the Committees:** The College Committee on Rights and Responsibilities shall hear cases involving dismissal for cause of faculty members resident in that college (see Section VII.A and Figure 8).

### **VI.A.2 - The University Faculty Appeals Board**

**VI.A.2.a - Selection of Members:** The University Faculty Appeals Board shall consist of two faculty members elected by and from each college for three-year terms under procedures established by the Faculty Senate or its successor. After the initial election, lots will be drawn to establish a rotation so no more than four terms expire in any single year. Each college shall annually elect two alternate members to a one-year term. The Committee chair shall be appointed from the faculty at large by the Faculty Senate Steering Committee or its successor. The faculty member selected to serve as chair must be familiar with the legal and procedural responsibilities of the Committee. The chair shall be nonvoting except in cases of ties and serve a term of five years.

**VI.A.2.b - Impartiality of Members:** If the faculty member whose appeal is to be heard by the Board or the administrative officer whose decision is under appeal is of the opinion that a member of the University Faculty Appeals Board will not view the charges with impartiality, the

faculty member or the administrative officer may file with the University Faculty Appeals Board a written request to recuse that member from the hearing. A majority of the remaining members of the University Faculty Appeals Board must support the request of the faculty member or administrative officer to remove a member for cause. Members of the University Faculty Appeals Board who feel that their objectivity and impartiality is subject to question may recuse themselves from the hearing. If the majority of the Committee members are excused, the Faculty Senate Steering Committee or its successor shall appoint ad hoc members to serve during the hearing.

**VI.A.2.c - Cases Heard by the Board:** The University Faculty Appeals Board shall hear: (1) cases involving nonrenewal of term contracts and denial of promotion and tenure (see Section IV.D and XI.F and Figure 8); (2) cases involving dismissal due to financial exigency (see Section VII.B and Figure 8); (3) cases involving dismissal because of educational considerations (see Section VII.C and Figure 8); and (4) cases involving dismissal due to legally permissible medical reasons (see Section VII.D and Figure 8). In addition, the University Faculty Appeals Board may hear appeals of decisions involving dismissal for cause after those cases have been heard by the Committee on Faculty Rights and Responsibilities of the faculty member's college (see Section VII.A.2 and Figure 8).

### **VI.A.3 - The University Committee on Faculty Grievances**

**VI.A.3.a - Selection of Members:** The Committee on Faculty Grievances shall be constituted and chaired in the same manner as the University Faculty Appeals Board (see Section VI.A.2.a).

**VI.A.3.b. - Impartiality of Members:** Impartiality of the members of the Board shall be assured by the same procedures that apply to the University Faculty Appeals Board (see Section VI.A.2.b).

**VI.A.3.c - Cases Heard by the Committee:** The University Committee on Faculty Grievances shall hear cases brought by the faculty alleging professional, personal, or administrative misconduct by members of the faculty or academic administration (see Section IX and Figure 8).

### **VI.B - Confidentiality, Discovery Powers, Legal Counsel, and Other Matters**

The following provisions shall apply to the proceedings of the Committee on Rights and Responsibilities in the colleges, the University Faculty Appeals Board, and the Committee on Faculty Grievances. Each body shall have detailed, written procedures consistent with the requirements of this document. These requirements will be reviewed annually during the organizational meeting of the body at the beginning of the academic year, or at a time specified by the Faculty Senate.

**VI.B.1 - Confidentiality:** The individuals involved in the proceedings of these panels shall preserve the confidentiality of any charges, deliberations, findings, or recommendations, except such disclosures as are reasonably necessary in the investigation, hearing, and final disposition of a case and as required by law.

**VI.B.2.a - Powers of Discovery:** These panels shall have powers of discovery; they shall have access to all documents and information that could aid their decision-making process whether or not the documents and information were available in the decision-making process at a lower level. It is the goal of the University's internal procedures to resolve issues without recourse to litigation. Thus, the guiding principle for determining whether evidence is available to the Committee or Board is whether such evidence would be available to the courts in the event that the internal procedures are exhausted and the issue is brought to the judicial system.

**VI.B.2.b - Scope of Review:** The tenure review process is a dynamic rather than a static one. Each level of review has the right to consider new information, whether positive or negative, available at the time of the review. At each level of review or appeal, the body considering the evidence shall base its decisions on the cumulative evidence available to it.

**VI.B.3-Legal Counsel:** Legal counsel may be present to advise the individuals involved and the Committees on Faculty Rights and Responsibilities of the several colleges, the University Faculty Appeals Board, or the University Committee on Faculty Grievances. Both the University and individuals involved in the proceeding may elect to be represented by legal counsel of their own choosing; and each shall be responsible for compensation of their own counsel so selected.

**VI.B.4 - Delay of Reviews:** Appointment renewal or tenure reviews required by this document may not be delayed because a charge is pending before any of these panels.

**VI.B.5 - Withdrawal of the Appeal:** A faculty member seeking redress through these panels may withdraw the matter presented for a hearing at any time prior to a decision by the University Faculty Appeals Board or the Committee on Faculty Grievances.

**VI.B.6 - Grade Appeals:** Grade appeals do not fall within the jurisdiction of these panels and should be considered by academic unit or college committees established for that purpose.

## **SECTION VII - TERMINATION OF APPOINTMENTS BY THE UNIVERSITY**

The dismissal of a tenured faculty member or nontenured resident faculty member whose term appointment has not expired shall be limited to dismissal for cause, financial exigency, educational considerations, or permissible medical reasons.

### **VII.A - Dismissal for Cause**

The University of Tulsa community encourages personal interaction and mutual trust. Standards for conduct are derived from tradition and evolve with contemporary practice. The circumstances constituting professional, personal, or administrative misconduct are therefore usually stated only in general terms. Accordingly, the grounds for professional and personal misconduct include: (1) professional incompetence; (2) willful neglect of duty; (3) gross professional misconduct; and (4) gross personal misconduct. The grounds for administrative misconduct include the failure to adhere to: (1) appointment and tenure regulations and procedures; (2) the commitment to academic freedom; (3) the expressed and implied terms of the faculty member's contract, including the published policies of the University approved by appropriate faculty governing bodies; and (4) legal guarantees concerning impermissible discrimination as defined in this document or that is otherwise unlawful. Grounds for cause must be related directly and substantially to professional, personal, or administrative misconduct as outlined here. Dismissal for cause shall not be used to restrain faculty members in their exercise of academic freedom or other rights of citizens and residents of the United States.

#### **VII.A.1 - Appeals Procedure**

Except in circumstances justifying immediate suspension (see VII.A.1.f), faculty members shall be dismissed for cause using the following procedure.

##### **VII.A.1.a - Pre-Hearing Procedures**

When circumstances arise that may justify the dismissal of a faculty member for cause, discussions shall take place between the faculty member involved and the administrative unit head and dean with supervisory responsibility for the faculty member. The matter may be resolved by mutual consent at that point. If a settlement cannot be reached, the dean may petition in writing the Committee on Faculty Rights and Responsibilities in the college of the faculty member requesting an informal inquiry into whether cause for dismissal exists.

##### **VII.A.1.b - Role of the Committee on Rights and Responsibilities**

**Informal Settlement:** The Committee on Rights and Responsibilities shall operate in an informal and flexible manner. It shall make such inquiry as it deems necessary, offer confidential advice to the faculty member and the administration, and attempt to effect a mutually satisfactory settlement. If a settlement is effected, no further action shall be taken. Otherwise, the college dean or the department chair with the approval of the dean may present a

detailed statement of charges constituting cause for dismissal to the Committee on Rights and Responsibilities with a copy to the faculty member.

**Formal Charges:** The Committee on Rights and Responsibilities, upon receipt of the detailed statement of charges, shall notify the faculty member and the dean within five days of the time and place for a hearing on the charges, provided that the faculty member is given a reasonable period (not more than thirty days) to prepare a defense to the charges.

**VII.A.1.c-Burden of Proof and Procedure:** The burden is on the administration to show clear and convincing evidence warranting dismissal.

Any proceedings by the Committee on Rights and Responsibilities shall be conducted to ensure the faculty member's right to due process. The Committee shall consider only reliable probative evidence and shall not consider any evidence acquired under the assurance of confidentiality, nor any evidence received through *ex parte* communications.

The faculty member has a right to present a defense against the specified causes for his termination by oral or documentary evidence, to call witnesses, to submit rebuttal evidence, to conduct such cross-examination as may be required for a full and true disclosure of the facts, and to legal counsel at his or her own expense. The University shall use its best efforts to obtain the presence of any witness, who is an employee or officer of the University, called by the faculty member. An audio record of the proceedings shall be taken and made available to the faculty member without cost, if the faculty member requests, or the faculty member may, at his or her cost, arrange for a court reporter to transcribe the proceedings.

**VII.A.1.d - Committee Decision:** If upon clear and convincing evidence received, the Committee shall be of the opinion that there is cause for dismissal of a faculty member, the Committee shall state specific findings of fact and conclusions in a written order which shall be based solely upon the record of evidence received during the hearing. No sanction may be imposed on the faculty member except on consideration of the whole record and as supported by and in accordance with the reliable, probative, and substantial evidence.

**VII.A.1.e- Administrative Decision:** If the Committee determines that there is cause for dismissal, the college dean or department chair, acting through the dean, shall decide the effective date of termination. In cases of professional incompetence or willful neglect of duty, the effective date of termination shall not be less than one year from the date of notification. In cases of gross personal or professional misconduct, the effective date of termination may coincide with the final decision of the Committee of Rights and Responsibilities.

**VII.A.1.f - Immediate Suspension:** In cases where in the judgment of the college dean immediate suspension is necessary for reasons of gross personal misconduct, a faculty member may be suspended with pay pending a hearing before the Committee on Rights and Responsibilities.

## **VII.A.2 - Appeals Process and Final Decision**

**VII.A.2.a-Role of the University Faculty Appeals Board:** Any party to the proceedings aggrieved by a final order of the Committee on Rights and Responsibilities in proceedings to determine cause for termination, and the faculty member aggrieved by the administrative decision of dismissal may file an appeal in writing to the University Faculty Appeals Board within twenty days of the Committee decision or the administrative decision of dismissal. If an appeal is taken by the faculty member on the administrative decision, such appeal shall automatically include the proceedings and decision of the Committee on Rights and Responsibilities.

If an appeal is taken from the decision of the Committee on Rights and Responsibilities, the full record of the Committee proceedings, including the audio recording of the proceedings, exhibits introduced, written or any other documents or objects considered, and the written statement of findings of fact and conclusions shall be sent to the University Faculty Appeals Board within ten days of the filing of the request for appeal. These records and all other information germane to the case shall be evaluated by the University Faculty Appeals Board and provide the basis for its decision.

**VII.A.2.b - University Faculty Appeals Board Decision:** The University Faculty Appeals Board shall make findings of fact and shall recommend for or against dismissal or such lesser action as it deems appropriate under the circumstances which shall be conveyed in writing to the president, faculty member, and administrative officer involved. If the president is the administrative officer whose decision is under appeal, the findings of the Appeals Board shall be conveyed to the faculty member, to the President, and to the Board of Trustees.

**VII.A.2.c - Implementation of the Decision:** If the University Faculty Appeals Board recommends against dismissal and the president concurs, the appointment of the faculty member shall continue and no further action shall be taken. If the University Faculty Appeals Board recommends dismissal or other lesser action and the president concurs, the president shall forward the recommendations to the Board of Trustees. In either case, the president shall notify in writing the faculty member and administrative officer involved of the action being taken.

**VII.A.2.d - The Role of the President:** If the president does not concur with the recommendation of the University Faculty Appeals Board, the president and the University Faculty Appeals Board shall meet in an effort to reach agreement. If a common recommendation is not agreed to, the recommendation of the president and, at the request of the faculty member, the recommendation of the University Faculty Appeals Board shall be submitted to the Board of Trustees for final decision.

**VII.A.2.e - The Role of the Board of Trustees:** The Board of Trustees shall review the recommendations of the University Faculty Appeals Board and the president and either affirm, reverse or modify the recommendations of the University Faculty Appeals Board and the president.

### **VII.A.3-Conditions of Termination**

**VII.A.3.a - Date of Implementation:** In cases of professional incompetence or willful neglect of duty, the effective date of termination shall not be less than one year from the date of notification. In cases of gross personal or professional misconduct, the effective date of termination may coincide with the final decision of the Board of Trustees. At the discretion of the president, the faculty member may be relieved of all duties pending the effective date of termination.

**VII.A.3.b - Immediate Suspension:** In cases where in the judgment of the president immediate suspension is necessary for reasons of gross personal misconduct, a faculty member may be suspended with pay pending a hearing.

## **VII.B - Dismissal Due to Financial Exigency (Figure 8)**

A bona fide financial exigency exists when the president and Board of Trustees, in consultation with an appropriate standing committee of the University Senate or its successor, concludes that circumstances present a pressing need to reorder the nature and magnitude of financial obligations at The University of Tulsa in order to restore or preserve financial stability.

When faculty dismissals are contemplated on grounds of financial exigency, an appropriate standing committee of the Faculty Senate or its successor shall recommend to the administration alternative approaches for ensuring the continuation of a strong academic program, including criteria for the elimination of academic programs and the termination of individual appointments. Those recommendations shall be based on a consideration of overall educational policy, including affirmative action, as well as faculty status, including length of service.

**VII.B.1-Procedures:** Before terminating an appointment due to a financial exigency, the administration shall attempt to retain affected faculty members in other suitable positions or through other actions including across-the-board pay cuts, work sharing, temporary layoffs, hiring freezes, part-time assignments, and early retirement.

When the administration notifies in writing a faculty member that a decision has been made to terminate the appointment of the faculty member due to financial exigency, the administration shall explain in writing the financial and programmatic considerations leading to that decision.

**VII.B.2-Appeals Process and Final Decision:** The faculty member has a right to appeal the decision of the administration to terminate to the University Faculty Appeals Board on grounds alleging: (1) programmatic considerations unrelated to overall educational policy; (2) the arbitrary application of criteria for the dismissal of individuals; or (3) impermissible discrimination as defined in this document or that is otherwise unlawful. A written request for a hearing stating the grounds for appeal shall be delivered to the chair of the University Faculty Appeals Board within 30 days of notification of the decision to terminate.

At the hearing of the University Faculty Appeals Board, the burden of proof rests with the administration to establish that appropriate educational considerations were adopted and equitably applied. The burden of proof rests with the faculty member to establish that the termination was based on impermissible discrimination as defined in this document.

Within 30 days of the hearing and before the effective date of termination, the University Faculty Appeals Board shall report in writing to the president and the faculty member involved on the merits of the decision to terminate. The authority for a final decision in such cases rests with the Board of Trustees.

**VII.B.3-Conditions of Termination:** Faculty members dismissed due to financial exigency shall receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution. The position of a released faculty member shall not be filled by a replacement within three years of the release unless the faculty member has been offered reappointment by certified mail to the last known address and given 30 days from the receipt of the offer to accept or decline.

### **VII.C - Dismissal Due to Educational Considerations (Figure 8)**

An academic program or unit may be discontinued for essentially educational considerations. Such decisions shall be based on the judgment that discontinuance will enhance the long-term development of the University. That judgment shall be made in consultation with a committee of the University faculty selected by the president from each of the colleges and reflect decisions as to institutional mission, strategic planning, or curriculum.

**VII.C.1-Procedures:** Before terminating an appointment due to the discontinuance of an academic program or unit, the administration shall attempt to retain affected faculty members in other suitable positions or in positions for which they may be retrained with consideration given to affirmative action, faculty status, and length of service.

When the administration notifies a faculty member in writing that a decision has been made to reassign the faculty member to another position or to terminate the appointment due to the discontinuance of an academic program or unit for educational considerations, the administration shall explain in writing the factors leading to that decision.

**VII.C.2-Appeals Process and Final Decision:** The faculty member has a right to appeal the decision of the administration to the University Faculty Appeals Board on grounds alleging: (1) considerations unrelated to institutional mission, strategic planning, or curriculum; (2) or impermissible discrimination as defined in this document or that is otherwise unlawful. A written request for a hearing stating the grounds for appeal shall be delivered to the chair of the University Faculty Appeals Board within 30 days of notification of the decision to reassign or terminate.

At the hearing, the burden of proof rests with the administration to establish that appropriate considerations justify the decision to reassign or terminate. The burden of proof rests with the faculty member to establish that the reassignment or termination was based on impermissible discrimination as defined in this document.

Within 30 days of the hearing and before the effective date of the reassignment or dismissal, the University Faculty Appeals Board shall report in writing to the president and the faculty member involved on the merits of the decision to terminate. The authority for a final decision in such cases rests with the Board of Trustees.

**VII.C.3-Conditions of Termination:** Faculty members dismissed due to educational considerations shall receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution. The position of a released tenured faculty member shall not be filled by a replacement within three years of the release unless the faculty member has been offered reappointment by certified mail to the last known address and given 30 days from the receipt of the offer to accept or decline.

#### **VII.D - Dismissal for Legally Permissible Medical Reasons (Figure 8)**

The termination of an appointment for legally permissible medical reasons shall be based upon clear and convincing medical evidence that the faculty member cannot, despite reasonable accommodation, continue to fulfill the essential functions of the appointment.

**VII.D.1-Procedures:** The decision to terminate shall be reached only after the faculty member concerned, or someone representing the faculty member, has been notified in writing of the basis of the proposed action and has been given an opportunity to respond to the evidence.

In cases where in the judgment of the president immediate suspension is necessary for legally permissible medical reasons, a faculty member may be suspended with pay pending a hearing.

**VII.D.2-Appeals Process and Final Decision:** The faculty member may appeal to the University Faculty Appeals Board within 30 days; and the evidence shall be reviewed by the University Faculty Appeals Board and a recommendation issued to the president before a final decision is made by the Board of Trustees on the recommendation of the administration.

**VII.D.3-Conditions of Termination:** Cases involving legally permissible medical reasons are each unique, and depend upon the faculty member's health care and disability insurance, Social Security and other federal law considerations, as well as applicable personnel policies at the time of the termination. Each case will be handled individually, recognizing that the University community cherishes humane principles in dealing with all members of the University community

## **SECTION VIII - PROCEDURES FOR SANCTIONS OTHER THAN DISMISSAL**

Severe or minor sanctions may be imposed when the severity of the misconduct of a faculty member as defined in Section V does not merit dismissal. The following procedures shall apply in such circumstances.

### **VIII.A Severe Sanctions**

If the dean in consultation with the administrative unit head who has supervisory responsibility considers a faculty member's misconduct sufficiently grave to justify suspension or probation for a stated period or other severe sanction, the dean shall institute a proceeding to impose such a severe sanction. The procedures outlined in Section VII shall govern such a proceeding.

### **VIII.B Minor Sanctions**

If the administrative head or dean who has supervisory responsibility considers that the conduct of the faculty member justifies an oral or written reprimand or other minor sanction, the administrative officer shall notify the faculty member and provide the faculty member with an opportunity to respond. If the administrative officer still considers a minor sanction appropriate, the administrative officer shall impose an oral or written reprimand or other minor sanction, noting the action in the faculty member's file. The faculty member shall have an opportunity to discuss the matter with the immediate supervisor of the administrator, to respond in writing to the record of the oral or written reprimand, and to place that response in the faculty member's file. A faculty member who believes that a major sanction has been incorrectly imposed under this paragraph may petition the Committee on Faculty Grievances. The procedures outlined in Section IX govern such a proceeding.



## **SECTION IX - PROCEDURES GOVERNING FACULTY GRIEVANCE**

A resident faculty member alleging professional, personal, or administrative misconduct by a member of the faculty or administration may petition the Committee on Faculty Grievances for redress.

### **IX.A - Informal Procedures**

A faculty member considering such action should consult informally with the chair of the Committee on Faculty Grievances concerning common understandings about the obligations of the University, standards of review applied by the Committee in prior grievance cases, and possible alternative approaches to the resolution of the grievance. The Committee chair shall attempt to effect an informal resolution of the grievance.

### **IX.B - Formal Procedures (Figure 8)**

**IX.B.1 - Filing a Grievance:** A faculty member choosing to petition the Committee on Faculty Grievances shall file a written statement with the Committee detailing the nature of the grievance and stating against whom the grievance is directed. The statement shall contain any information or documentation that the petitioner deems pertinent to the case.

**IX.B.2 - Worthiness of the Petition:** The Committee on Faculty Grievances shall decide whether the grievance presents a claim worthy of consideration. In reaching its determination, the Committee shall rely on the petition and any supporting documents submitted by the faculty member. The Committee, at this stage, shall consider the statements or allegations of the faculty member in a light most favorable to the party bringing the grievance to determine whether the allegations, if proven in a hearing, would establish misconduct. The submission of a petition shall not automatically entail an investigation or detailed consideration of the charges made by the faculty member.

**IX.B.3 - The Hearing:** If the Committee on Faculty Grievances holds a hearing, the burden of proof rests with the petitioner. The faculty member or administrator whose actions are the subject of the petition shall respond in writing, explaining each action questioned in the petition. The parties to the grievance shall be given an opportunity to appear before the Committee to add to or explain the written record in the case. The Committee may on its own initiative request the parties involved to appear to answer questions and may request the presence of witnesses.

### **IX.C - Committee Recommendations and Final Report**

**IX.C.1 - The Committee Report:** The Committee on Faculty Grievances shall submit a written report including findings of fact, conclusions, and recommendations to the parties involved and the president.

**IX.C.2 - The President:** If the president concurs with the recommendations of the Committee on Faculty Grievances, those recommendations shall be implemented. If the

president does not concur with the recommendations of the Committee, the president and the Committee shall meet in an effort to reach agreement. In any case in which the president does not follow the recommendations of the Committee, the president shall submit a written report specifying the reasons for the action of the president to the Board of Trustees. Copies of the report of the president also shall be transmitted to the chair of the Committee on Faculty Grievances and to the parties to the grievance. The authority for a final decision in such cases rests with the Board of Trustees.

#### **IX.D - Finality**

The University's termination of a faculty member's tenure, or other adverse action against the faculty member, shall not be final until and unless one of the following has occurred: (1) The faculty member shall have failed to press an appeal within the time stated in this Statement, or shall have withdrawn such an appeal. In either event, the faculty member shall irrevocably be deemed to have consented to the termination or other adverse action, and shall not have any rights to seek a review of such action in any other University forum; or (2) the process has otherwise concluded.

## **SECTION X - FACULTY LEAVES**

Every grant of a leave of absence, sabbatical, family leave or sick leave shall include in writing: (a) a statement of how the leave affects a tenured or term appointment; (b) a statement as to how it affects continuing obligations of the individual to The University of Tulsa at the conclusion of the leave; (c) a statement of expectations of scholarly or creative activity, if relevant, during the period of the leave, and (d) a statement about the exact rate of compensation and other benefits forthcoming during the leave period.

### **X.A - Leaves of Absence**

The decision to grant a general leave of absence shall be made by the president after considering the recommendations of the resident faculty member's academic unit, administrative head, dean, and provost.

### **X.B - Sabbaticals**

The decision to grant a sabbatical leave of absence shall be made by the president and reported to by the Board of Trustees after considering the recommendations of the faculty member's academic unit, administrative head, dean, and provost. See Appendix IV.1.

### **X.C - Family and Sick Leave**

Family and sick leaves may be granted with proper medical documentation and in accordance with the sick leave policies of the University. In cases of personal emergency, ill health, or family responsibilities, faculty members on a term appointment may petition the dean to have their term contract and the maximum total time on term appointment extended by one year.



## **SECTION XI - RESIDENT CONTRACT FACULTY**

The University of Tulsa recognizes the responsibility to develop stable relationships with faculty members whose primary responsibilities are these: (a) clinical teaching and supervision; (b) instruction in applied skills areas; (c) the teaching of entry-level skills courses in basic areas; (d) the teaching of sections of laboratory science, or (e) teaching of preprofessional studies. Nontenure-track positions are established in these areas because the stated job responsibilities do not include all of the elements required of resident tenure faculty in the discipline. Nontenure-track faculty, referred to in this *Statement* as resident contract faculty, may be appointed within each college under the following conditions

### **XI.A-Resident Contract Faculty**

Resident contract faculty appointments are made for terms of one, two, three or five years and may be full- or part-time. Resident contract faculty will be eligible for five-year contracts only after their sixth year of service. Adjunct faculty, who receive compensation on an hourly or per course basis, are not classified as resident contract faculty.

### **XI.B-Renewal of Contracts**

Resident contract appointments are renewable at the mutual agreement of the faculty member and the University, and faculty may be appointed to an unlimited number of term contracts

### **XI.C-Appointment Procedure**

Appointment at a specified rank is initiated by the academic unit and its administrative head and is subject to approval by the dean, the provost and president. Rank is assigned according to criteria specified in writing by the academic unit and approved by the dean and provost. Standards for appointment and review are established by each college.

### **XI.D-Titles**

Titles should allow for a sequence of ranks within a resident contract faculty line. Appropriate titles may include, but are not limited to:

Clinical [Instructor/Lecturer/Assistant Professor/Associate Professor/Professor] of [Name of Discipline].

Applied [Instructor/Lecturer/Assistant Professor/Associate Professor/Professor] of [Name of Discipline].

Visiting [Instructor/Lecturer/Assistant Professor/Associate Professor/Professor] of [Name of Discipline].

The word clinical, applied, or visiting in a title does not by itself indicate resident contract status.

### **XI.E-Review Schedule**

Review schedules for resident contract faculty are defined by each college and are based on comparable procedures for untenured resident faculty as set forth in Sections IV.B. Resident contract faculty members appointed to a five year term are reviewed during the fall semester of the fourth year, those appointed to two- or three-year term are reviewed during the fall semester of the second year, and those appointed for one year are reviewed in the second regular semester of employment. Resident contract faculty first appointed in the spring semester are reviewed at the same time as those appointed the preceding fall, unless otherwise specified in the offer letter. At the conclusion of the review process, and upon recommendation of the academic unit and the administrative head, and with the approval of the provost, a faculty member may be offered another term contract. The first year of the new term contract replaces the final year of the existing contract if the final year has not already begun at the time of the review. Following their reviews, resident contract faculty members shall be notified in writing by April 1 that their appointments will either be renewed or be allowed to expire.

### **XI.F-Review Procedure**

Review procedures for contract renewal or promotion of resident contract faculty are defined by each college and shall conform to procedures described in Section IV.C.1, 2, & 3 of this *Statement* .

Resident contract faculty members may appeal the nonrenewal of term appointments or the denial of promotion only on grounds alleging: (1) the violation of academic freedom; (2) failure to follow stated procedures or apply stated criteria; or (3) impermissible discrimination as defined in this document or that is otherwise unlawful. The burden of proof is clear and convincing evidence and rests with the faculty member. The University Faculty Appeals Board shall consider appeals of resident contract faculty members following the procedures outlined in Section VI.

### **XI.G-Dismissal**

The dismissal of a resident contract faculty member whose term appointment has not expired shall be governed by Sections VII and VIII of this *Statement on Academic Freedom, Responsibility, Rank and Tenure*. Sanctions other than dismissal are governed by Section IX.

### **XI.H-Participation in Faculty Governance**

Resident contract faculty are eligible for election to all university and collegiate committees except those charged specifically with the task of reviewing candidates for tenure and promotion. Each college shall have a written policy detailing the participation of resident contract faculty in deliberations of their academic unit on matters related to the promotion and tenure of resident tenure faculty. The collegiate policy will specify voice and vote, and may draw distinctions unique to the various disciplines and roles within each discipline. Resident contract faculty will be informed at the time of their contract offer of their status under this policy. They

qualify for all privileges and benefits of the university faculty and staff employees including those contingent on length of service.

### **XI.I-Change of Contract Status**

New faculty must be hired into either resident tenure or resident contract positions, and those hired on resident tenure-track may not subsequently elect to move from a resident tenure-track to a resident contract appointment. However, resident contract faculty members are eligible to transfer into tenure-track positions if they were initially hired after a regularly advertised, competitive search and were assigned *temporarily* to a nontenure-track line (i.e., as a visiting professor awaiting permanent resident status). Also, other resident contract faculty members may apply for regularly advertised tenure-track positions and resident tenure faculty may apply for resident contract positions with the understanding that: (a) the position is competitive and advertised according to standard university guidelines; (b) a full and complete search is conducted; (c) the candidate is treated no differently from any other member of the applicant pool; and (d) the position is offered in accord with established search criteria. It must be clear that the option for resident tenure faculty to apply for a resident contract position will be used only in extraordinary circumstances with the approval of the dean and provost, and that a resident contract faculty line is established to meet university needs and not as a means of avoiding the consequences of a negative tenure decision.



## **SECTION XII - AMENDMENTS**

### **XII.A Origination of Amendments**

Amendments to *The University of Tulsa Statement on Academic Freedom, Responsibility, and Tenure* shall originate with a faculty request or petition submitted to the Faculty Senate or its successor for action or recommendation, or by recommendation of the president.

### **XII.B Advance Notice**

A sixty-day advanced written or electronic notice of any proposed amendment shall be given to all administrative and faculty members of the University before any vote is taken by the faculty on the proposed amendment.

### **XII.C General Discussion Meeting**

The advance notice shall specify a date, time and location for a general meeting of resident faculty members to discuss the proposed amendments. The general discussion meeting shall be scheduled thirty to forty days in advance of the vote on the proposed amendments. If there is a quorum of fifty resident faculty members present at the general discussion meeting, amendments germane to the proposed amendments may be made from the floor and adopted by a two-thirds vote in accordance with *Robert's Rules of Order* without regard to the advance notice requirement.

### **XII.D Approval of Amendments by Faculty Senate**

Any amendments to the proposed amendments must be reviewed and approved by the Faculty Senate in order for them to be voted on and adopted by the entire faculty.

### **XII.E Voting by Faculty**

Written or electronic copies of any amendments to the proposed amendments adopted at the general discussion meeting and approved by the Faculty Senate shall be distributed to all administrative and faculty members of the University at least fifteen days before the beginning of the period for voting. Amendments to the *Statement on Academic Freedom, Responsibility and Tenure* shall take effect when approved by two-thirds of the resident faculty, voting either by ballot or electronic tally; when approved by the president; and when approved by the Board of Trustees of The University of Tulsa. The period for voting shall be designated by the Faculty Senate and may extend over more than a single day, but in no event for more than one week.

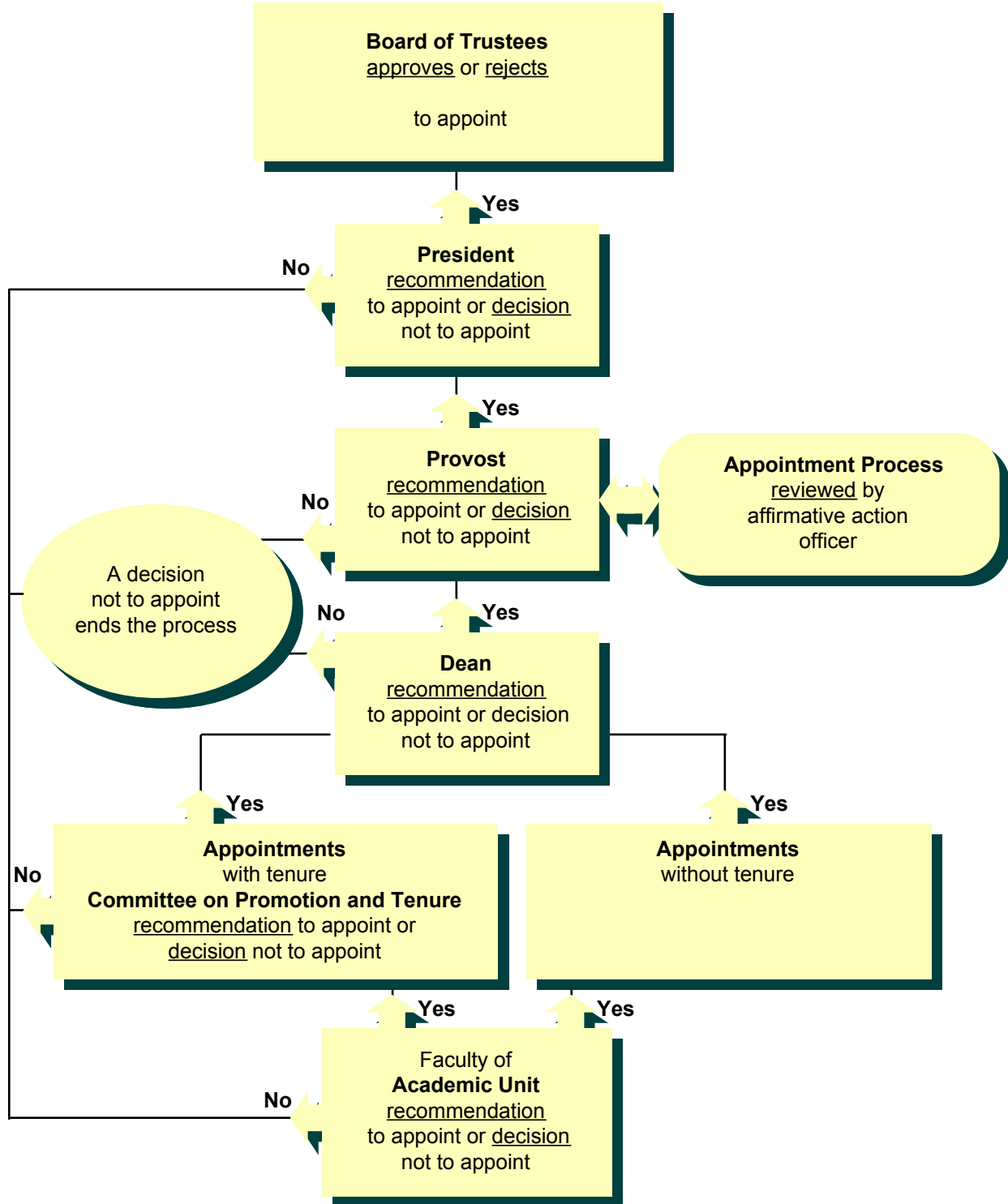


# **APPENDIX I**

## **Figures**

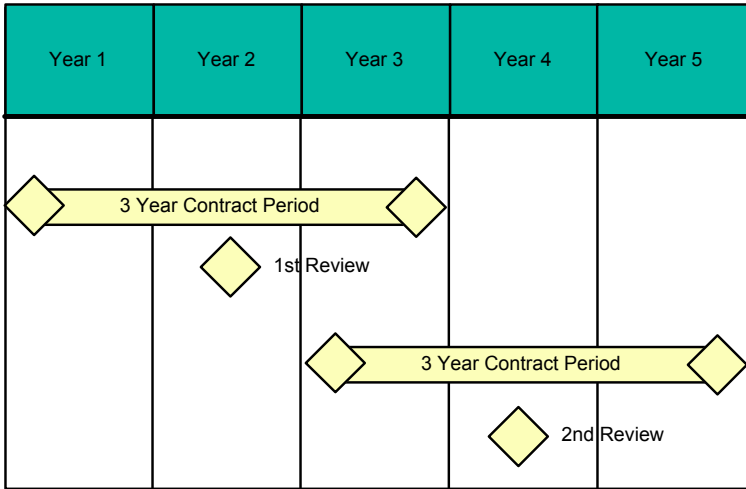


**Figure 1**  
**Process for Initial Appointment of**  
**Tenured and Tenure-Track Faculty**  
**Section II.B**



**Figure 2  
Tenure Review Schedule for Professor  
Section IV.B.1**

1. Professor:

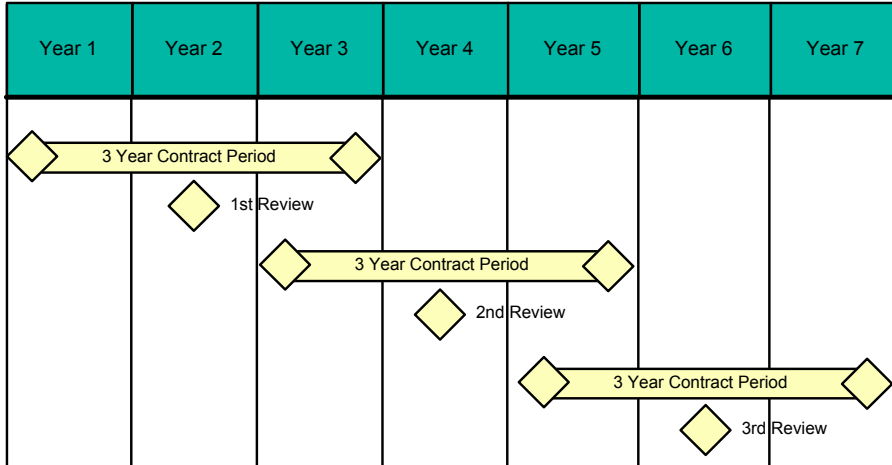


1st Review: New term contract or termination.  
 2nd Review: Tenure or termination.

Professors may be awarded tenure at any time. The review of tenured faculty with the rank of Professor occurs every five years.

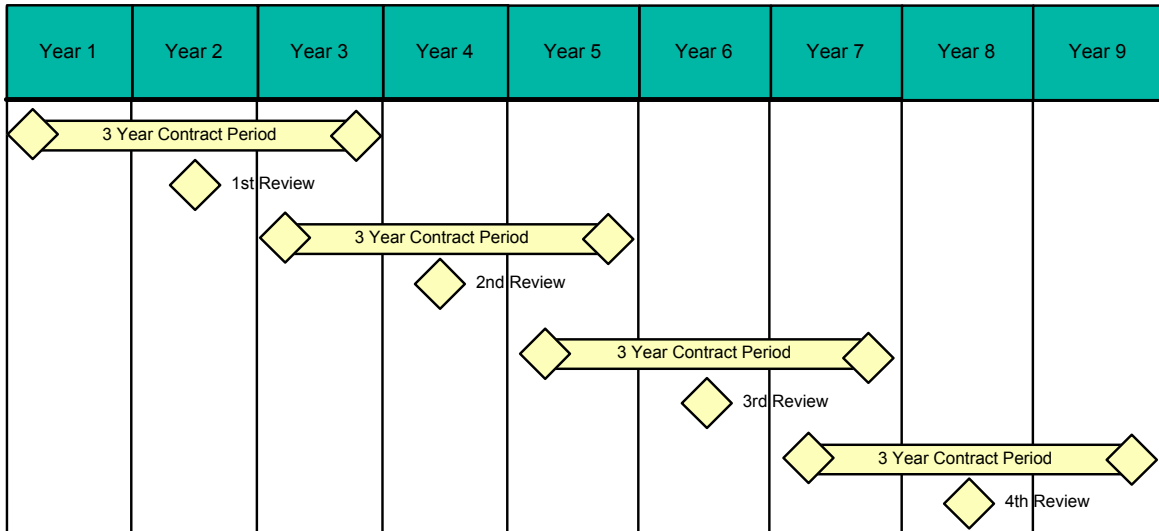
**Figure 3  
Tenure Review Schedule for Associate Professor  
Section IV.B.2**

1. Associate Professor (original appointment as Associate Professor):



1st Review: New term contract or termination.  
 2nd Review: Tenure, new term contract or termination.  
 3rd Review: Tenure or termination

2. Associate Professor (original appointment as Assistant Professor):

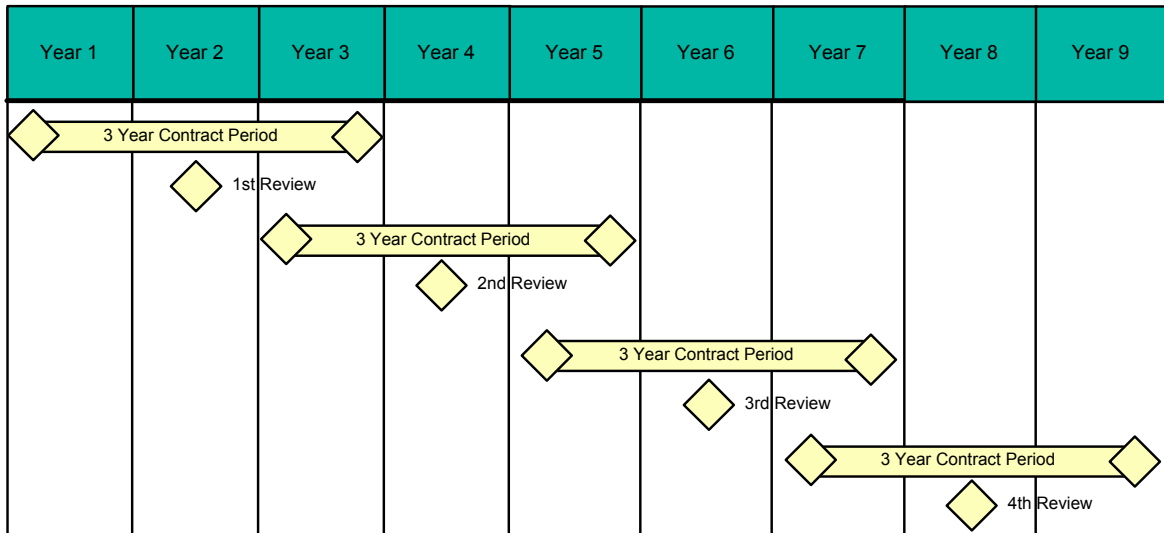


1st Review: New term contract.  
 2nd Review: Promotion and tenure, new term contract or termination.  
 3rd Review: Tenure, new term contract or termination.  
 4th Review: Tenure or termination.

Associate Professors may be awarded tenure at any time. The review of tenured faculty with the rank of Associate Professor occurs every four years.

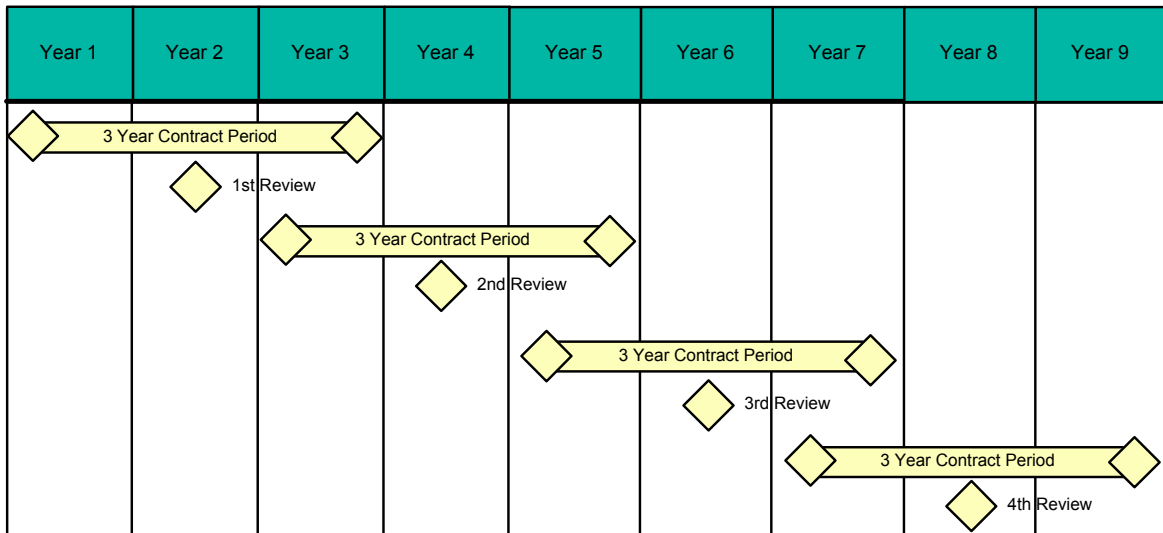
**Figure 4  
Tenure Review Schedule for Assistant Professor  
Section IV.B.3**

1. Assistant Professor (original appointment as Assistant Professor):



- 1st Review: New term contract or termination.
- 2nd Review: New term contract or termination.
- 3rd Review: Normal time for promotion to Associate Professor with tenure, or termination.
- 4th Review: In unusual circumstances, time for promotion to Associate Professor with tenure or termination.

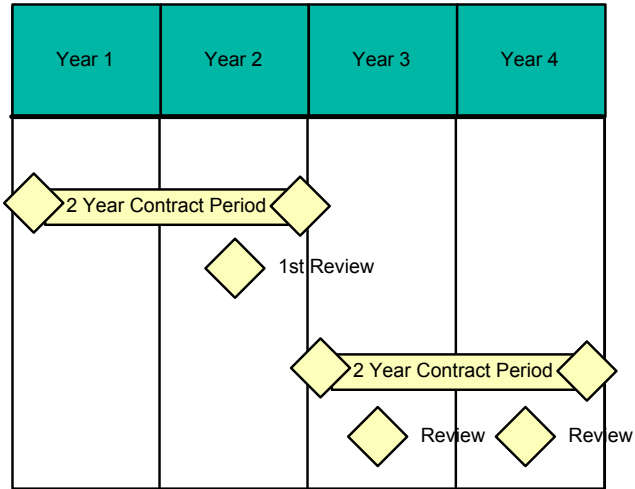
2. Assistant Professor (original appointment as Instructor):



- 1st Review: New term contract with possible promotion to Assistant Professor, or termination.
- 2nd Review: Promotion and new term contract possible at anytime during this contract period; if no promotion, then termination.
- 3rd Review: Tenure and promotion, new term contract, or termination.
- 4th Review: Tenure and promotion, or termination.

**Figure 5  
Tenure Review Schedule for Instructor  
Section IV.B.4**

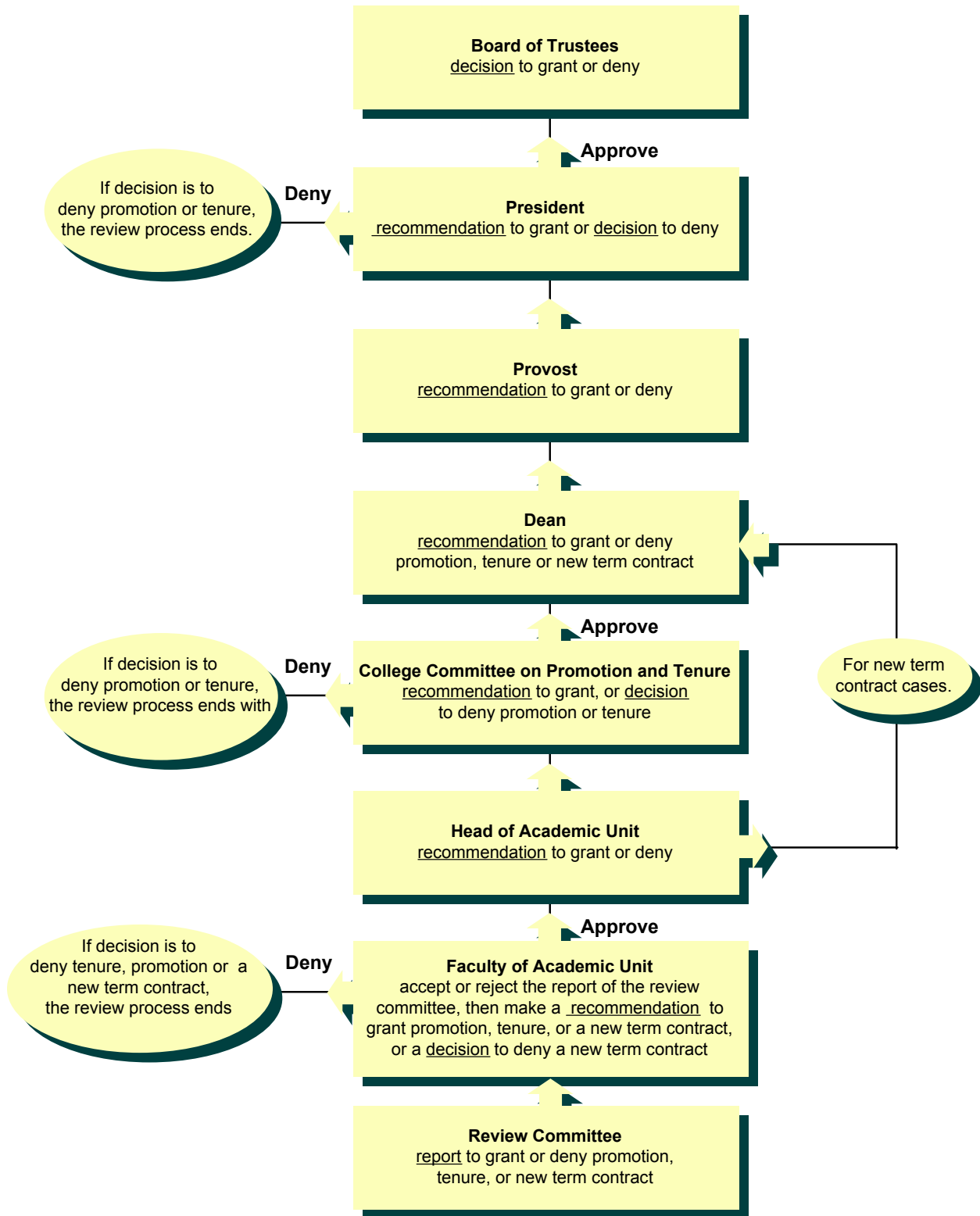
1. Instructor:



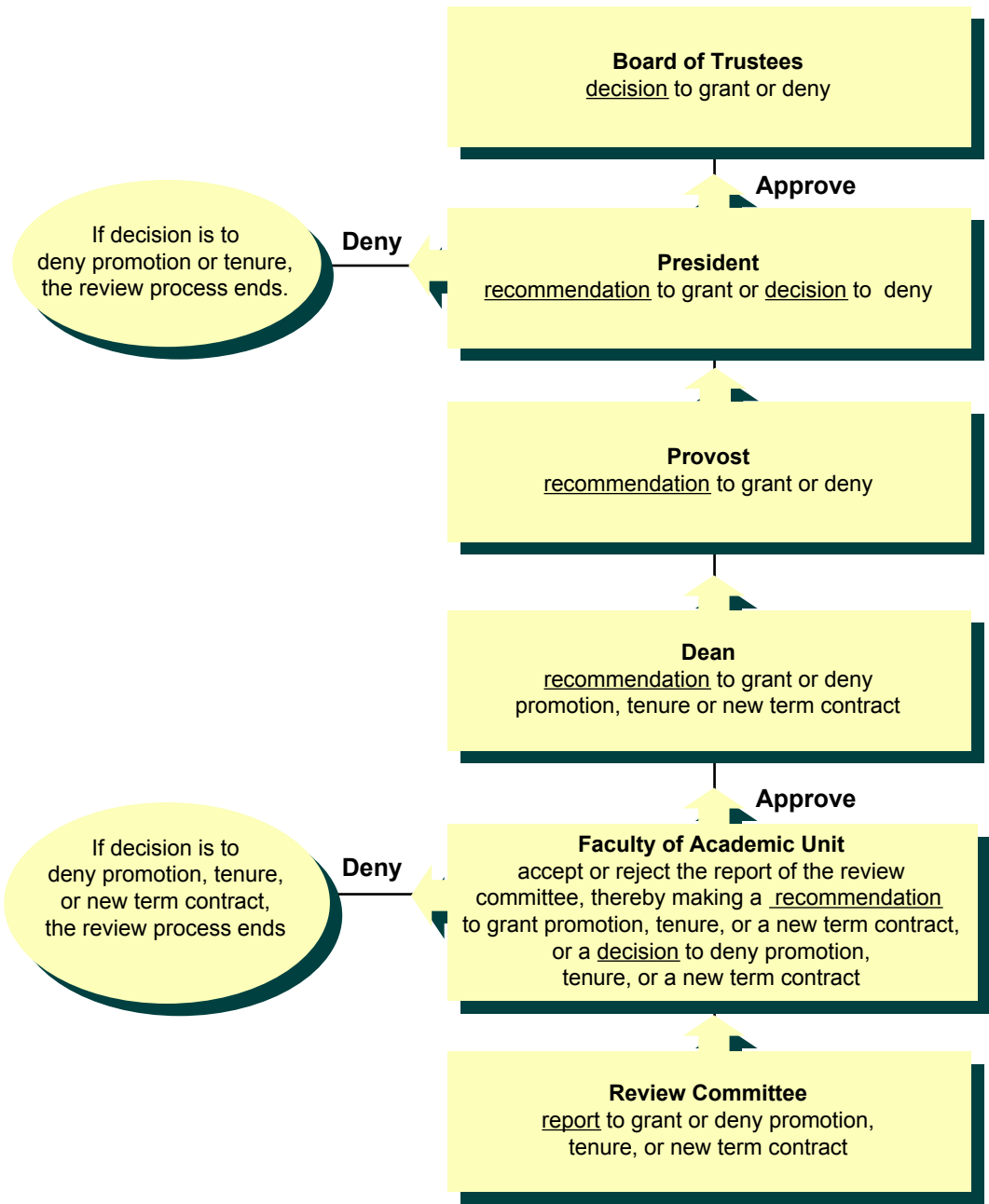
1st Review: New term contract and possible promotion to Assistant Professor, or termination.

Reviews in 2nd Term: Promotion to Assistant Professor with new term contract at any time during contract period, or tenure, or termination.

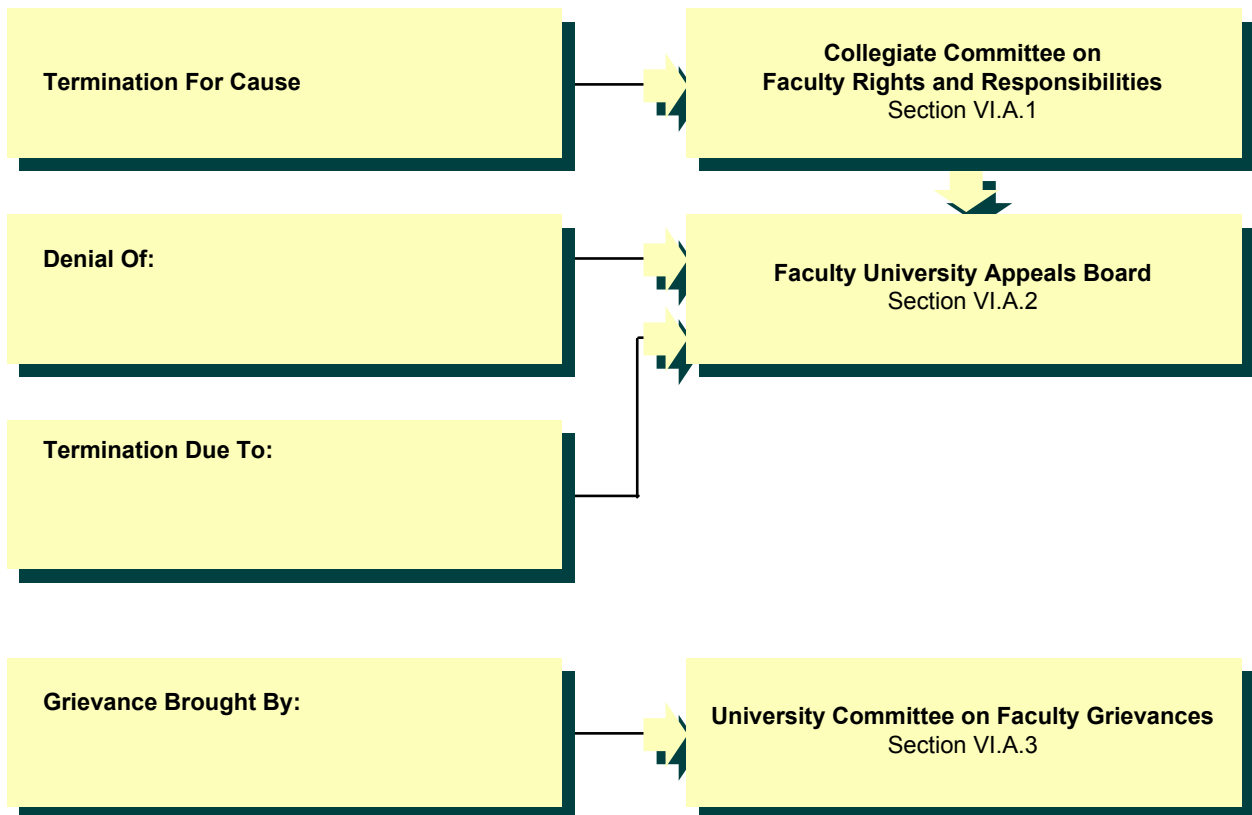
**Figure 6**  
**Review Process for Promotion, Tenure and New Term Contract**  
**Section IV.C**



**Figure 7**  
**Review Process for Promotion, Tenure and New Term Contract**  
**If College Has Only One Academic Unit and**  
**College Has Opted to Use Only One Committee (i.e., the Review Committee)**  
**Section IV.C**



**Figure 8  
Appeals Process  
Section VI**



**Collegiate Criteria for Resident Tenure Faculty  
and Contract Faculty**



**HENRY KENDALL COLLEGE**  
**STATEMENT ON CRITERIA FOR PROMOTION AND TENURE**  
*(Adopted, February 12, 1993)*

“Faculty shall be evaluated in the categories of teaching, scholarships or creative achievement, and service. Although some quantitative measures of evaluation may be employed, excellence in performance is of primary importance; that is, the quality, significance, and impact of accomplishments are of greater importance than their number. In addition to meritorious accomplishments, a high potential for continued excellence is required for promotion and tenure.” (III.A. 1991 [IV.A 1996] *University Statement on Academic Freedom, Responsibility, and Tenure*)

**PREAMBLE**

The Faculty of the Henry Kendall College affirms that the professional life of the College as an intellectual entity and the mission of the College to educate its students are founded on a dynamic relationship between teaching and scholarly or creative achievement. Recognizing the diversities of disciplines comprising the College, the Faculty charges each academic unit to define for its members the expectations for teaching and for scholarly or creative activities that most contribute to that relationship at each academic rank. The Faculty likewise affirms that service to the institution, the profession, and the community is a significant dimension of the professional life of faculty members and further charges each academic unit to set forth for its members the expectations for such service.

The statement that follows adapts the 1991 *University Statement on Academic Freedom, Responsibility, and Tenure* for use by the College in guiding its tenure and promotions process. Within the frameworks established by the University and the College Statements, the academic units have the following responsibilities:

- \* to draft criteria statements specifying the standards and practices in their respective academic disciplines to serve as guidelines and measures when reviewing candidates and when recommending them to the College for promotion and tenure;
- \* to be advisers and mentors to their faculty in specifying the standards and practices expected of them in order to be recommended for advancement, promotion, and tenure; and,
- \* to serve as advocates capable of justifying and documenting their recommendations regarding advancement, promotion, and tenure to the College and University, based on their own criteria statements and the standards established by the College and University.

## Part I. Statement

The College Faculty subscribes to the definitions of academic rank set forth in section I.B. of the 1991 *Statement on Academic Freedom, Responsibility, and Tenure*. The College Statement elaborates on standards for measuring professional accomplishment and the potential for professional development at each rank in accordance with those definitions. In the College, advancement in rank is understood to be based on clear evidence of the fulfillment of these standards and of the promise of further professional development.

Instructors on tenure-track contracts are appointed for terms of two academic years. The minimum requirements for appointment to instructor are (a) possession of appropriate training for courses assigned as indicated by a non-terminal master's degree from an accredited college or university, or equivalent credentials and evidence of progress toward a terminal degree; (b) evidence of promise as a teacher as indicated by successful previous experience or by recommendations from those in a position to assess such potential; and, (c) evidence of promise as a scholar as indicated by previous research, writings, publications or performances, as well as the recommendations of those in a position to assess such potential. The College further expects promise of participation in the activities and life of the College.

Assistant Professors are appointed for terms of three academic years. The minimum requirements for appointment to assistant professor are (a) an appropriate terminal degree or its equivalent from an accredited college or university or other appropriate credentials as evidenced by specialized study, certification, or experience; (b) evidence of teaching effectiveness as indicated by successful previous experience or by recommendations of those in a position to assess such potential; (c) a demonstrated ability to do scholarly or creative work as indicated by the dissertation or creative project for the terminal degree or, on the basis of previous publications or performances, as well as on the basis of recommendations of those in a position to assess such potential; and, (d) promise of institutional, professional, and community service beyond teaching and research. The College recognizes that opportunities for contributions to the curriculum, institutional and educational goals, or intellectual life of the College as a whole are typically limited at this academic rank. Nevertheless, the College expects readiness to participate in one or more of the programs or activities that contribute to these ends.

Associate Professors are appointed either for terms of three academic years or with tenure. The minimum requirements for appointment to associate professor are (a) an appropriate terminal degree or its equivalent from an accredited college or university or distinguished credentials as evidenced by specialized study, certification, or experience; (b) an established reputation as an effective teacher as assessed through student evaluation and faculty review; (c) a growing reputation for significant scholarly or creative achievement and the promise of continuing to extend that reputation in ways specified and defined by the academic unit in its criteria statement; and, (d) a record of institutional, professional, and community service beyond teaching and research, including evidence of significant contribution to the curriculum, institutional and educational goals, or intellectual life of the College as a whole, especially as these activities demonstrate professional leadership.

Professors are appointed either for terms of three academic years or with tenure. The minimum requirements for appointment to professor are (a) an appropriate terminal degree or its equivalent

from an accredited college or university or distinguished credentials as evidenced by specialized study, certification, or experience; (b) an established reputation as an effective teacher as demonstrated by a distinguished teaching performance assessed by student evaluation and faculty review; (c) a distinguished reputation for scholarship or creative achievement and the clear promise of continuing to extend that reputation in ways specified and defined by the academic unit in its criteria statement; and, (d) a record of institutional, professional, and community service beyond teaching and research, including evidence of significant contribution to the curriculum, institutional and educational goals, or intellectual life of the College as a whole, especially as these activities demonstrate professional leadership.

## **Part II. Criteria for Promotion, Tenure, and Reviews for Tenure-Track Faculty.**

Faculty shall be evaluated in the categories of teaching, scholarship or creative achievement, and service. Although some quantitative measures of evaluation may be employed, excellence in performance is of primary importance; that is, the quality, significance, and impact of accomplishments are of greater importance than their number. In addition to meritorious accomplishments, a high potential for continued excellence is required for promotion and tenure. The College expects candidates recommended by the academic units for promotion and tenure to have met the stipulated College and University standards and to evidence potential of meeting the standards stipulated by the next higher academic rank. The strongest evidence of this potential is founded on the assumption of a dynamic of effective teaching and the capacity for scholarly or creative endeavors and is additionally supported by the service to the institution, the profession, and the public.

Promotion and Tenure: The College requires that those reviewed as Assistant Professors and those promoted from Assistant Professor to Associate Professor, with or without tenure, provide evidence of teaching effectiveness through student evaluations and faculty review. Teaching includes, among other things, classroom, laboratory, studio, and clinical instruction; development of new courses and teaching methods; publication of instructional materials; academic advising; and, where relevant, supervision and direction of graduate and undergraduate student projects, exhibits, and performances.

The College also requires evidence demonstrating the ability to do scholarly or creative work. Achievement in scholarship or creative endeavors includes all non-instructional activity that furthers the knowledge and development of the academic field. Scholarly publication, research grants, compositions, and exhibitions, as well as consultancies, editorships, and other exercises of critical judgments in the academic disciplines are some of the primary components of this category. Those reviewed at this rank for advancement must show evidence of scholarly or creative achievement and the potential of making a significant contribution to knowledge in or advancement of their field as specified and defined by the academic unit.

The College also requires for advancement evidence of professional service. Professional service includes administrative, advisory, and other services to the College and University, governmental and community bodies, and academic-professional organizations. Because expectations and opportunities for service in professional bodies differ, each academic unit must specify and define appropriate activities at this rank. The College recognizes also that the demands of teaching and scholarship/creative achievement and the lack of service opportunities

afforded suggest modest expectations for institutional service beyond the academic unit at these ranks. Nevertheless, the College requires evidence of participation in the programs and activities that contribute to the curriculum, institutional and educational goals, or intellectual life of the College or University.

Promotion with Tenure: The College requires that those promoted from Associate Professor to Professor provide evidence of a significant contribution to the instructional goals of the College and promise of future significant contribution. Measure of this criterion includes effective classroom, laboratory, studio, or clinical instruction as indicated by student evaluations and faculty reviews. Other measures are activities related to curriculum development and instructional methods, accomplishments of students, and the direction of student theses or supervision of independent research, performance, or exhibition projects.

The College also requires that those promoted at this level show evidence of significant contribution in scholarly or creative endeavors and the promise of future contributions of similarly high quality. While each academic unit must define and specify the measures of significant contributions as recognized by their discipline, the College expects that the qualitative component of these measures be of first consideration. Therefore, achievements marked by rigorous peer review or competition, those, which receive wide recognition, and those that require the highest levels of professional expertise and judgment will constitute the strongest evidence.

Service to the public, the profession, and the institution is required by the College for promotion at this level. Public service is typically evidenced by the use of one's professional skills and expertise in the service of governmental, community, or other public bodies. Expectations and opportunities for professional service differ widely and must be defined and specified by each academic unit. The College nevertheless required evidence of significant contributions and the promise of future contributions to professional organizations and activities. The College also requires evidence of significant contribution and the promise of future contribution to the curriculum, institutional and educational goals, or intellectual life of the College or University.

Reviews of Tenured Faculty: College criteria for professional review of tenured faculty members will be according to rank as specified in this document.

### **Part III. Criteria for Review and Promotion of Resident Contract Faculty (Adopted January 15, 1998)**

The Henry Kendall College of Arts and Sciences acknowledges its responsibility to develop stable relationships with its resident contract faculty, typically titled "clinical" or "applied," whose appointments are made for terms of three years or less.

In order for resident contract faculty to be recognized for their years of service and accomplishments, the College of Arts and Sciences adopts the following criteria and procedures for their review and promotion.

Review Schedule: See Section XI.E of *Statement on Academic Freedom, Responsibility, and Tenure*.

Review Procedures: Resident contract faculty on one-year contracts will present the Chair of their department with materials deemed appropriate by the Chair, who will write a review, discuss the review with the faculty member, and then send the review to the Dean. Before April 1 the Dean will notify the faculty member in writing if the contract is being renewed.

Reviews of resident contract faculty on or recommended for two or three-year contracts are conducted in the fall semester of the second year and follow the procedures outlined in Section IV.C.1.2.3. of the *Statement*.

Promotion Procedures: Promotion is only available to resident contract faculty on three-year contracts. The procedures for review and promotion follow those of Sections IV.C.1.2.3.4. in the *Statement* with the following change: When a resident contract faculty member is recommended for promotion by his/her academic unit, the College Committee on Tenure and Promotion shall have added to it through appointment by the Dean one additional voting member who holds a three-year resident faculty contract. A positive recommendation for promotion will require three yes votes when the committee has six members and four yes votes when it has seven members (see Section IV.C.4.a paragraph 2).

Criteria: In most cases, the primary responsibilities of contract faculty involve the teaching or supervision of students, often in applied settings. Excellence in the performance of these duties, measured by quantitative and qualitative measures, is the overriding criteria to be used in the evaluation or review of resident contract faculty. Because the specific content of these duties will vary, the College Committee on Tenure and Promotion will consider the responsibilities of each position and especially the standards contained in the criteria statement of the academic unit. Service to the Department, College, University, and community may be considered where appropriate. Professional and artistic achievement may be an important criterion in some positions.

Promotion to Applied or Clinical Assistant or Associate Professor may be recommended when the Committee finds a continued high level of achievement appropriate to the position. Finishing a degree and the addition of new responsibilities are examples of other accomplishments that might justify promotion. Promotion to Applied or Clinical Professor should only occur when the Committee deems the candidate to have compiled a long-standing record of accomplishment that is truly distinguished.



**COLLEGE OF BUSINESS ADMINISTRATION  
STATEMENT ON CRITERIA FOR PROMOTION AND TENURE**

Approved by the CBA Faculty, September 11, 1996  
Approved by Dean Rodney H. Mabry

**Introduction and Background**

The University of Tulsa Statement on Academic Freedom, Responsibility, and Tenure, (approved by the Faculty September 11, 1996) requires The faculty of each college and their constituent academic units shall establish by majority vote specific criteria statements for promotion and tenure compatible with the requirements outlined herein and in Section II.B., provided that the criteria for promotion or tenure decisions adopted by a college shall reflect the fact that promotion and tenure decisions are based solely upon standards reflective of individual achievements and merit. (Section IV.A)

**Preamble**

The faculty of the College of Business Administration recognizes that its mission to provide high-quality undergraduate and graduate programs is based upon the philosophy that scholarly inquiry, breadth of understanding and perspective, and effective personal skills are central to high-quality educational endeavors. Thus, it recognizes that the professional life of the College as an ongoing intellectual enterprise and its mission to educate its students is the product of a complex and synergistic relationship between quality teaching, scholarly inquiry, research, and publication. Though obligated to accept certain responsibilities in the tenure and promotion process at the college level, the faculty of the College of Business Administration locates the primary responsibility at the level of the academic unit. It is at the level of the academic unit that expectations for teaching, research, and service are articulated and conveyed to faculty members formally in written statements and informally by example and deed. In keeping with the position that the primary responsibility for articulating specific criteria and evaluating accomplishments is at the level of the academic unit, the faculties of the academic units are expected to:

1. Establish criteria statements that specify the standards and practices relative to their disciplinary norms that are to serve as guidelines and measures for reviewing and recommending candidates for promotion and tenure.
2. Be advisers and mentors to their faculty members in conveying the standards and practices expected of them and the relevant indicators and evidence required for positive recommendations for promotion and tenure.
3. Serve as reviewers capable of justifying and documenting their recommendations regarding promotion and tenure within the context of the criteria specified at the level of the academic unit, the College, and the University.

## STATEMENT ON PROMOTION AND TENURE

### Tenure

The faculty of the College of Business Administration views the concept of academic tenure as essential in maintaining an environment committed to academic freedom and responsibility. The recommendation for tenure thus represents something more fundamental to the University and the faculty member than recommendations for promotion through the ranks. Faculty shall be evaluated in the areas of teaching, scholarship, and service. Excellence in performance is of primary importance. In addition to meritorious accomplishments, a high likelihood for continued excellence is required. The recommendation for tenure is to be based on clear evidence of the fulfillment of these standards. Accomplishment shall be assessed primarily through student and faculty evaluations. The standard for the recommendation for tenure is one of an established reputation as an effective teacher. The assessment of scholarship requires a growing reputation for recognized research, as established primarily by scholarly publications and attested to by external and internal peer evaluations. Additionally, other research leading to scholarly recognition and other scholarly activities can provide evidence of excellence in scholarship. A record of institutional, professional, and community service, including evidence of effective contributions to curriculum, institutional and educational goals, and the intellectual life of the College and the University, is required for the recommendation for tenure. Promotion

The University of Tulsa Statement on Academic Freedom, Responsibility, and Tenure, (approved by the Faculty September 11, 1996) Section II.B specifies the minimum requirements for appointment to the various faculty ranks. In accordance with these guidelines, the College specifies the following minimum requirements.

### Associate Professor

The minimum requirements for appointment to associate professor are:

- a) an appropriate terminal degree or its equivalent from an accredited college or university or distinguished credentials as evidenced by specialized study, certification, or experience;
- b) an established reputation as an effective teacher;
- c) a growing reputation for scholarly or creative achievement;
- d) a record of institutional, professional, and community service beyond teaching and research.

### Professor

The minimum requirements for appointment to professor are:

- a) an appropriate terminal degree or its equivalent from an accredited college or university or distinguished credentials as evidenced by specialized study, certification, or experience;
- b) an established reputation as an effective teacher;
- c) a distinguished reputation for scholarship or creative achievement;
- d) a record of institutional, professional, and community service beyond teaching and research, including evidence of contributions to the curriculum, institutional and educational goals, or intellectual life of the University and College, especially as these activities demonstrate leadership.

**Review Procedures Governing Resident Contract Faculty Appointments  
in the  
College of Business Administration at The University of Tulsa**

Previous Version Approved May 4, 1994  
Current Version Approved March 21, 1997

**Purpose of this Document**

The University of Tulsa - Statement on Academic Freedom, Responsibility, and Tenure (hereafter referred to as the Statement) (9/11/96) defines resident contract faculty in paragraph II.C. as individuals who hold full-time or part-time term appointments of three years or less at the rank and title recommended by the appropriate academic and administrative units. Section II.C requires, that "each college, in consultation with the appropriate academic unit, shall submit to the provost for approval, guidelines defining the duties, privileges, responsibilities, and review procedures governing resident contract faculty."

**Qualifications**

Resident contract faculty shall have discipline relevant credentials and qualifications appropriate to title and rank as specified in sections XI.D of the Statement and duties and responsibilities as specified by the academic unit. The primary difference in qualifications between resident contract faculty and regular faculty is that significant discipline relevant experience may substitute for traditional academic credentials. Resident contract faculty receive a nontenure-track contract, the length of which is spelled out in the Statement. Otherwise, resident contract faculty have all the rights and privileges of faculty as provided in the Statement and may be appointed to an unlimited number of term contracts.

**Appointment**

Appointment at a specified rank is recommended by the academic unit according to procedures stated in paragraph II.C of the Statement. Rank is assigned according to criteria specified in writing by the academic unit and approved by the dean and provost.

**Duties**

**Teaching:** Most resident contract faculty are hired to provide classroom and/or laboratory instruction. The quality of that instruction should be the primary consideration in the annual performance review process.

**Service:** Resident contract faculty are also expected to participate in departmental, collegiate, university, and/or community activities. Service activity expectations shall be explicitly stated in the contract at the time the appointment is made and shall be considered during the annual performance review process.

**Privileges and Responsibilities**

During a person's resident contract appointment as a member of the faculty, the person shall be covered by all sections of the Statement, except those sections dealing explicitly with tenure or tenure appointments. He or she will be eligible to attend and vote at faculty meetings and be

eligible for election or appointment to all committees except those votes or committees specifically related to or charged with the task of reviewing candidates for tenure and promotion. He or she qualifies for all privileges and benefits of university faculty and staff employees including those contingent on length of service.

#### Review Schedule

Resident contract faculty members shall be reviewed according to the review schedule as set forth in paragraph XI.E of the Statement. The review of resident contract faculty shall follow procedures as stated in paragraph XI.F and sections IV.C.1, 2, & 3 of the Statement. At the conclusion of the review process, the faculty member may be appointed according to procedures as set forth in paragraph II.C of the Statement. Following the review, the resident contract faculty member shall be notified in writing by April 1 that his or her appointment will either be renewed consistent with paragraph II.A of the Statement or be allowed to expire.

## **College of Engineering and Natural Sciences**

### **College Criteria for Promotion and Tenure of Resident Tenure Faculty as noted in Section IV.A of the 1996 Statement on Academic Freedom, Responsibility, and Tenure Approved by Faculty Vote September 12, 1997**

For promotion to the ranks of Associate Professor and Professor and the for awarding of tenure, the three primary considerations when evaluating an individual shall be the quality and significance of the individual's teaching, scholarship, and service. The weighting of these considerations shall depend on the mission of the Department, the term for "academic unit" in this college. Tenure is normally awarded with promotion from Assistant to Associate Professor. Other tenure decisions may be associated with new appointments or petitions from untenured faculty of rank above Assistant Professor. The requirements are greater for promotion to Professor than to Associate Professor. The promotion to Associate Professor recognizes an individual's record of effective teaching, strong scholarship, and demonstrated service to The University of Tulsa. The promotion to Professor recognizes an individual's record of effective teaching, distinguished scholarly reputation, and demonstrated service to the University.

The education of undergraduate and graduate students is the primary mission of the University. The evaluation of an individual's teaching performance should receive intense scrutiny in the case of a tenure petition. Evidence of commitment to the mission of the University is necessary for a positive tenure decision. Scholarship and the pursuit of grants related to teaching are encouraged.

Scholarship should be interpreted by the College in the broadest sense in terms of the nature of the activities constituting an individual's effort. Certain common standards, however, should be considered when the individual's scholarship is evaluated. These considerations include refereed publications and other peer-reviewed scholarly efforts, a regional or national reputation, and letters of evaluation from people who can contribute insight into the individual's scholarship. Obtaining grants is another important consideration that benefits the College in teaching, scholarship, and service.

Service includes those activities on or off the campus in which the individual represents the University of Tulsa, or some unit thereof, to the benefit of the University. These activities may be administrative; they may lack a well-defined teaching, scholarly, or professional component.

The role of external letters evaluating a faculty member's teaching, scholarship, and service is not to be minimized; at least three letters from academic evaluators are required.

For the special case in which the candidate has by contract a unique or nontraditional position or assignment, the job description should be formulated in writing at the time of the contract agreement, with full disclosure to the candidate, the academic unit chair, and the dean of the College.

## College of Engineering and Natural Sciences

### Review Procedures Governing Resident Contract Faculty Appointments

#### **Definition**

The 1996 *Statement on Academic Freedom, Responsibility and Tenure* resident contract faculty (I.D.1.a) as individuals on renewable contracts of one to three years with the option to renew the contract an indefinite number of times at the mutual agreement of the faculty member and the University. These faculty may be full- or part-time (XI.A), and are governed by procedures described in Section XI of the 1996 *Statement*.

#### **Performance Criteria**

1. **Teaching**: Most resident contract faculty are hired to provide classroom and/or laboratory instruction. The quality of that instruction should be the primary consideration in the performance evaluation. If curriculum innovation and development or student activity sponsorship and participation are also required, the quantity and quality of these activities should also be considered during the professional evaluation.
2. **Research and Sponsored Projects**: Participation in research projects, teacher workshops and institutes or student summer programs sponsored by outside agencies may be required by some resident contract faculty appointments. If so, the quality of performance in these activities must be considered during the professional evaluation.
3. **Service**: Resident contract faculty may also be expected to participate in departmental, collegiate, or university activities. If service is expected, that expectation should be clearly communicated in writing at the time an appointment is made and service activities should be considered during the professional review.

#### **Review Schedules**

1. **Two-year and Three-year Appointments**: Reviews for resident contract faculty on two- or three-year term are scheduled according to Section XI.E of the 1996 *Statement*.
2. **One-year Appointments**: Resident contract faculty members with one-year term appointments shall be reviewed early in the second semester of the contract period. Following the review, the resident contract faculty member shall be notified in writing by April 1 whether the appointment will be renewed or allowed to expire.

## **Privileges**

During a person's resident contract appointment as a member of the faculty, the person shall be eligible to attend and vote at faculty meetings and be eligible for election or appointment to all academic unit, collegiate and university committees except the committees specifically charged with reviewing candidates for tenure and promotion. The term "academic unit" is synonymous with "department" as applied in the College of Engineering and Natural Sciences.

For the College of Engineering and Natural Sciences, the policy required by Section XI.H of the 1996 *Statement* is that the College does not allow resident contract faculty to serve on committees at any level that consider the promotion or tenure of resident tenure faculty. Resident contract faculty may, at the discretion of the academic unit review committee, and with the agreement of the candidate, be invited to attend the presentation to the academic unit committee of the candidate's qualifications, if such a presentation is customary in the academic unit. The resident contract faculty member attends without voice or vote, but may respond to questions from the committee.

Approved by Faculty Ballot, September 12, 1997



The University of Tulsa{PRIVATE }  
College of Law

**PROCEDURES FOR FACULTY APPOINTMENT,  
PROMOTION, AND TENURE**

*Adopted May 27, 1975*

*As Amended through January 19, 1996*

*Revisions submitted to the Faculty on April 30, 1997*

*Reviewed: April 30, 1997*

PROCEDURES FOR FACULTY APPOINTMENT,  
PROMOTION, AND TENURE

Adopted May 27, 1975.

Amended March 15, 1979.

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Amended December 10, 1985,  
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Section X, Introduction (purpose of review);  
Section X, (consideration of unique gifts of professors);  
Section X, (consideration in conducting review);  
Section X, (peer evaluations).

Amended September 9, 1986,  
Section XI (Director of Law Library).

Amended November 17, 1987,  
Section XI (Non-Tenure Track Director of Law Library).

Amended January 16, 1990,  
Section X (Review Procedures).

Amended April 2, 1991,  
Section XII (Legal Writing).

Amended April 7, 1992, Section V(B), (C), (D) and (E)  
(various deletions and additions and renumbering);  
Section XII (added Procedures for Outside Review);  
Section VIII (renumber Appendix A);  
Section IX renumber Appendix B);  
Section X (renumber Appendix C);  
Section XI (renumber Appendix D);  
Section XII (renumber Appendix E);  
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Section XIII (Director of Lawyering Skills);  
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Amended November 6, 1992,  
Section XIII (Review for Non-tenure Faculty);  
Sections XIV and XV (renumbered Director  
Lawyering Skills and Miscellaneous).

Amended November 17, 1995,  
Section XIV (Director of the Legal Clinic);  
Section XV (add Clinical Faculty section)  
Sections XV and XVI (renumbered Miscellaneous)

Amended January 19, 1996,  
Section XII (amend Full-Time Legal Writing Faculty)

Revised to Conform to Amended University's "Statement  
on Academic Freedom, Responsibility, and Tenure"  
April 30, 1997

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The University of Tulsa  
College of Law

PROCEDURES FOR FACULTY APPOINTMENT,  
PROMOTION, AND TENURE

**I. General Policy Statement**

The principal function of this College of Law is to preserve, to increase, and to transmit knowledge about law, about the administration of law, and about the ideal goal for all laws, the achievement of justice. The performance of this function depends largely on the quality of its faculty. The fundamental policy of this College of Law, insofar as appointments, promotions, and tenure are concerned, is to locate, recruit, hire, train, encourage and retain distinguished faculty members with outstanding qualifications. The procedures set forth in this document are established to further this fundamental policy. While recognizing the particular needs of this situation, these procedures are also intended both to implement and to compliment the regulations or guidelines for appointment, promotion, and tenure promulgated from time to time by the Association of American Law Schools, by the Section of Legal Education of the American Bar Association and by The University of Tulsa Board of Trustees.

**II. Definitions**

- A. Candidate:** An applicant for appointment to the Resident Faculty or a member of the Resident Faculty being considered for a new term contract, promotion, or tenure.
- B. Nonresident Faculty:** Personnel engaged in teaching and research designated as Visiting or Adjunct faculty.<sup>1</sup>
- C. Resident Faculty:** Members of the teaching or research programs of the College of Law at ranks of Professor, Associate, and Assistant Professor, except Nonresident Faculty.
- D. Tenure:** Contractual employment until retirement.  
  
Comment: Tenure includes "continuing appointment," a term used in a prior document.
- E. Term Appointment:** Contractual employment for a period of three years.

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<sup>1</sup> Formerly designated "Auxiliary Faculty."

### **III. Initial Appointments**

#### **A. Charge to the Faculty**

Each member of the Resident Faculty is encouraged to submit to the Appointments Committee the names of prospective candidates he or she believes deserve serious consideration.

#### **B. Charge to the Appointments Committee**

The Appointments Committee, working in conjunction with the Dean, is charged generally with the following duties:

- (1) establishing procedures that guarantee compliance with all local, state, or federal regulations pertaining to hiring;
- (2) identifying personnel needs;
- (3) establishing priorities of needs;
- (4) locating prospective appointees;
- (5) evaluating candidates; and
- (6) making recommendations to the faculty on all new appointments.

#### **C. Practices for Recommending Initial Appointment**

In recommending initial appointments, the following practices ordinarily will be followed, but may be departed from for compelling reasons:

1. An initial appointment as an Assistant Professor will be a term appointment for a period of three years. Such an appointment may be made to a person who, when he or she commences teaching here, will have had his or her basic law degree for less than five years and who evidences potential as an effective teacher and productive scholar.
2. An initial appointment as an Associate Professor will be a term appointment for a period of three years. Such an appointment may be made to a person who, when she or he commences teaching here, will have had her or his basic law degree for more than five years, but less than ten years, and who has not had substantial teaching experience in a law school, but who, because of professional achievement, evidences potential to achieve sustained excellence as a teacher and scholar.
3. An initial term appointment as a Professor may be for a term of three years or with tenure.
  - a. An appointment for a term of three years may be made to a person who, when he or she commences teaching here, will have had his or her basic law degree for more than ten years, and who has not had substantial teaching experience in a law school, but who,

because of professional achievement, evidences great potential to achieve sustained excellence as a teacher and a scholar.

- b. An initial appointment of Professor with tenure may be made to a person who has taught for five or more years in another law school and who had tenure in that school or is expected to gain it shortly.
4. A candidate will not be deemed to possess the required scholarly potential unless that person has published scholarly works, or has served as an editor of a scholarly periodical, or is finishing a thesis in satisfaction of a graduate degree program, or shows some other substantial evidence suggesting scholarly potential. Prior publication is mandatory if the candidate has been employed as a full-time law professor for at least two years.
5. The type of appointment to be offered to a person who does not fall within any of the above categories will be determined by comparing his or her professional achievements, age, and time out of law school with those of persons on the faculty falling within the various academic ranks.

**D. Voting Eligibility**

All members of the Resident Faculty shall be eligible to vote on the question of whether an offer of an initial appointment will be extended.

**E. Two-Thirds Vote for Resident Faculty Appointment**

A recommendation by the Resident Faculty to extend an offer of an appointment shall be made on an affirmative vote of two-thirds of the members of the Resident Faculty present and voting.

**F. Procedures for Appointment of Nonresident Faculty to Resident Faculty**

If a Nonresident Faculty member is to be considered for a Resident Faculty appointment, the foregoing procedures shall be followed.

**G. Resident Faculty's Opportunity to Meet the Candidate**

As a general practice, a person will not be recommended to the Resident Faculty for a Resident Faculty appointment unless he or she has visited the College of Law or most of the members of the Resident Faculty have otherwise been given an opportunity to see the candidate in person.

**H. Majority Vote for Nonresident Faculty Appointment and Term**

Nonresident Faculty appointments shall be made on an affirmative vote of a majority of the members of the Resident Faculty present and voting. Unless otherwise approved in the vote of the initial appointment, a Nonresident Faculty appointment shall be for one year or less. Reappointment of Nonresident Faculty shall be approved in the same manner as initial appointments.

#### **IV. Renewal of Appointment, Promotion, and the Granting of Tenure**

##### **A. Periodic Reviews for New Term Appointments for All Resident Faculty without Tenure**

All Resident Faculty who are not tenured shall be reviewed during the fall of the second year of their three year term appointment. In addition to the reviews provided in this section, reviews normally shall be made at the times indicated in Sections B, C, D and E of this Part IV.

##### **B. Review of Assistant Professors**

An Assistant Professor normally will be reviewed during the fall semester of his or her third year after initial appointment and, at that time, normally either will be recommended for promotion to Associate Professor or will be notified that his or her existing term appointment shall not be renewed. [Section IV.B.3.¶2. of the University's "Statement on Academic Freedom, Responsibility, and Tenure" document states that "Normally the promotion and tenure decisions for assistant professors are rendered at the scheduled review during the professor's sixth year at The University of Tulsa."]

##### **C. Review of Associate Professors without Tenure**

###### **1. Initial Appointment as an Associate Professor**

A person, initially appointed as an Associate Professor, normally will be reviewed during the fall of the third year after initial appointment and, at that time, normally either will be recommended for tenure or will be notified that his or her existing appointment shall not be renewed. [Section IV.B.2.¶1. of the University's "Statement on Academic Freedom, Responsibility, and Tenure" document states "If the original appointment was at the rank of associate professor, a decision for or against tenure shall be rendered prior to the end of the associate professor's fourth year at The University of Tulsa."]

###### **2. Initial Appointment as an Assistant Professor**

A person, initially appointed as an Assistant Professor and then promoted to Associate Professor under the provisions of Section B above, normally will be reviewed during the second year of service as an Associate Professor and, at that time, normally either will be recommended for tenure or will be notified that his or her existing appointment shall not be renewed. In some cases, the recommendation may be that the existing term appointment be renewed for another three years. The decision for or against tenure, however, must be rendered prior to the end of the faculty member's sixth year at The University of Tulsa. [Section IV.B.2.¶1. of the University's "Statement on Academic Freedom, Responsibility, and Tenure" document states "If the original appointment was at the rank of assistant professor, the decision for or against tenure shall be rendered prior to the end of the faculty member's sixth year at The University of Tulsa."]

**D. Review of Associate Professors Seeking Promotion**

Any Associate Professor is eligible for consideration for promotion to Professor; provided however:

1. An Associate Professor normally will not be recommended for promotion to Professor unless he or she also is recommended for tenure at least contemporaneously with the promotion.
2. It is further expected that, normally, an Associate Professor will have been granted tenure at least two years prior to a recommendation for promotion to Professor.

**E. Review of Professors without Tenure**

A person, initially appointed as a Professor without tenure, normally will be reviewed during the fall semester of his or her third year after initial appointment and at that time normally either will be recommended for tenure or will be notified that his or her existing appointment shall not be renewed. [Section IV.B.1. of the University's "Statement on Academic Freedom, Responsibility, and Tenure" document states "A decision for or against tenure shall be rendered prior to the end of the faculty member's fourth year at The University of Tulsa."]

**F. Range of Decisions**

As a result of any review of a Resident Faculty member on a term appointment, one of the following decisions shall be made:

1. that the existing term appointment will not be renewed;

2. that the Resident Faculty member will be offered a new term appointment commencing with the next academic year;
3. that the Resident Faculty member will be promoted and granted a new term appointment commencing with the next academic year or promoted and granted tenure;
4. if the Resident Faculty member is an Associate Professor or a Professor, that the faculty member will be granted tenure;
5. if a review is at a time other than as provided by Section A, or at a time indicated by Sections B, C or D, but not otherwise required by Section A, that any decision is deferred until a subsequent review; and
6. if a review for the purpose of considering whether to grant tenure to a Resident Faculty member holding the rank of Professor occurs earlier than in the fourth year of the Resident Faculty member's existing term appointment, that any decision is deferred until a subsequent review. The decision for or against tenure shall be rendered prior to the end of the faculty member's fourth year at The University of Tulsa.

**G. Written Reasons Describing a non-Specified Decision**

If, as a result of a review conducted during a year when a decision specified in paragraphs A, B, C or E normally would be made, the decision is other than one which normally would be made at that time under the terms of the applicable paragraph, the Resident Faculty member affected shall be informed in writing of the reasons why the decision is other than one which normally would have been made at that time.

**V. Some Materials Relevant to the Evaluation Process Suggested for Inclusion in the Candidate's Dossier**

This list is intended to be suggestive and neither mandatory nor exclusive on what may be submitted. The Review Committee may, after reviewing what the candidate has chosen to submit, request further documentation. The order in which the items are listed is not to be considered either a comment on the weight or importance of the respective items. This list is for purposes of illustration only.

**A. Teaching Evaluation**

1. By university regulation, the dossier must include standardized computer print-outs and may include written student comments. Also included may be written evaluations by participants in seminars which the candidate has conducted as well as letters submitted on the candidate's behalf by former students.

2. If the candidate has participated in any teaching clinic or in any other way has taken affirmative steps to improve or enhance his or her teaching ability, documentation of these efforts may also be considered.

**B. Written Work**

1. This term includes all published works of a scholarly nature whether legal or non-legal, manuscripts of books or articles to be submitted for publication. This category shall be considered more heavily than B.2.
2. Written work may also include ordered notes and drafts of work in progress, briefs or opinions which the candidate has written or to which he or she has made a substantial contribution; legislation prepared and submitted to the appropriate legislation committee whether or not such was finally adopted, or research presented in the form of testimony or recommendation to a legislative or other special study committee; significant drafting done for private clients or public interest groups; and copies of original materials distributed to classes for which the candidate is solely responsible.

**C. University and Community Service**

1. The candidate should list all university committees, projects, and administrative responsibilities that he or she has assumed or participated in during his or her university service career. Included should be a separate estimation of the time spent on services to students such as counseling students on academic, career and personal problems.
2. Service to the community is likely to assume many forms. Perhaps it could be subdivided:
  - a. Service to the legal community which would include participation in state and local bar association activities, ALI, ABA and teaching Continuing Legal Education courses.
  - b. Service to the larger community which encompasses all levels, local, state, national and international. This service would include a multitude of humanitarian and charitable activities as well as political involvement and activism.

**D. Professional Growth and Development**

1. Participation in or attendance at special conferences or programs.
2. Coordination of special programs given at the law school.

3. Consulting or practice of law -- represented by summary of problems handled.
4. Any other manifestation of professional creativity.
5. Comprehensive time/activity survey. This should be condensed into one page and shown by graph or bar how one's time has been allocated since arrival or last review. The sheet should also indicate the number of courses involving new preparations that the candidate has taught, as well as those requiring heavier than normal contact hours with students such as small sections and courses requiring frequent critiquing of student performance.

## **VI. Procedures for Evaluating Teaching**

### **A. Classroom observations** will be implemented as follows:

1. Each observation panel member will observe two class sessions of the reviewee between September 1st and October 15th or, if applicable, at comparable times in the Spring semester.
2. The timing of all classroom observation shall be determined by negotiations between the person being reviewed and observation panel members, with the presumption that where reasonably possible, the preferences of the reviewee will be respected.
3. The person being reviewed shall designate which course will be the subject of classroom observation.
4. The method of review will be by personal visitation in the classroom.
5. The observation panel for each person being reviewed shall consist of three Resident Faculty who are not members of the Review Committee. At least one member of the observation panel must be tenured. No untenured faculty member who is being reviewed will be selected to serve as a reviewer for another untenured faculty member.
6. The observation panel for each person being reviewed shall be selected at random by a drawing of names, and within the realms of possibility, no one faculty member shall serve on more than one observation panel.
7. The members of the observation panels shall be the only persons responsible for making classroom observations of persons being reviewed. However, the person being reviewed is free to invite others to attend his or her classroom sessions.

8. Members of observation panels shall submit individual evaluations of the person(s) they observed by October 15th, or if applicable, by a comparable designated date in the Spring semester.

**B. Student evaluations** will be considered as follows:

No attempt will be made in advance to state how much weight the Review Committee will accord student evaluations.

## **VII. The Review Committee and the Review Process**

### **A. The Purpose of Review**

Review shall function to assist faculty members to become cognizant of strengths and weaknesses in the performance of their responsibilities. Guidance and assistance shall be provided to help Resident Faculty members realize professional growth and development. Review shall provide to Resident Faculty members a realistic appraisal of their prospects at The University of Tulsa College of Law. Review shall provide also the basis for renewing or terminating term appointments, the basis for granting or denying promotion, the basis for granting or denying tenure.

### **B. The Election and Composition of the Review Committee**

Review shall be carried out by the Review Committee of The University of Tulsa College of Law. The Review Committee shall consist of five voting members and a first alternate and a second alternate to be elected by the Resident Faculty each year for a term of one academic year. Any Resident Faculty member shall be eligible to serve on the Review Committee; except that no more than one untenured Resident Faculty member shall serve as a member of the Review Committee; and except that a Resident Faculty member shall be ineligible to participate as a member of the Committee in the review of his or her own status. The Chair of the Review Committee shall be elected by the Resident Faculty of the College of Law. The Review Committee for the next academic year shall be elected during the month of May of the prior academic year.

### **C. The Review Process**

1. The Review Committee shall establish a file system which shows the next time when each Resident Faculty member is to be reviewed.
2. On or before June 1 of each academic year, the Review Committee shall determine the names of Resident Faculty members to be reviewed during the academic year and shall determine the purpose for the review. In

making this determination, the Review Committee shall follow the review schedule for Resident Faculty as set out in the University's "Statement on Academic Freedom, Responsibility, and Tenure."

3. On or before June 15 of each academic year, all Resident Faculty members shall be notified in writing by the Review Committee which members shall be reviewed during that academic year and of the purpose for each review.
4. On or before July 1 of each academic year, the Review Committee shall compile a list of prospective outside reviewers for candidates for promotion and tenure, according to the procedures described in Section IX.C.
5. Between July 1 and September 1, the Dean shall contact outside reviewers, according to the procedures described in Section IX.C.
6. On or before September 1, the candidate shall submit all work which he or she intends to place in his or her file to the Review Committee for distribution to outside reviewers. Outside reviewers shall be given until October 15 to submit reviews.
7. On or before October 15, each candidate shall provide the following to the Review Committee:
  - a. three copies of all written material, not previously submitted for review, which the candidate wishes to be considered by the Review Committee and the Faculty [Although this work must be in the candidate's file by October 15, the candidate may submit a letter of acceptance for publication by a law review or book publisher at any time during the review process.];
  - b. three copies of peer evaluations and all available student evaluations (standardized computer print-outs must be included and written student comments may be included); and
  - c. three copies of any other material which the candidate wishes to be considered by the Review Committee and the Faculty. (See Section V.)

This material shall be placed in a dossier available to all members of the Resident Faculty and shall be open to the candidate.

8. The Review Committee shall apply the standards set out in Section VIII.
9. Evaluation of teaching shall be made by Resident Faculty observation of classroom performance, the use of student evaluation questionnaires,

summaries of which shall be obtained by the Review Committee from the Dean, and such other techniques as the Resident Faculty may determine; provided that the candidate may request evaluation by additional techniques. In consultation with the candidate in accordance with the procedures described in Section VI, classroom observation shall be scheduled by the Review Committee on more than one occasion throughout the fall semester of the year of review. Observation techniques (such as personal visitation and audio and videotaping) shall be determined by the Review Committee, giving due weight to the preference of the candidate. Teaching evaluations must be completed by October 15.

10. On or before October 28, the Review Committee shall schedule a meeting for the purpose of reviewing contract renewals, promotions, and tenure. Professional reviews shall be conducted in the Spring semester. A candidate may appear before any committee evaluating his or her accomplishments; a candidate also may designate a University Resident Faculty member to appear as an advocate.
11. On or before November 10, the Review Committee shall send a written recommendation, including the vote of the Committee, to the Dean, who shall distribute the recommendation to the Resident Faculty before convening the Resident Faculty.
12. The Review Committee shall also send a copy of its recommendations to the candidate, who shall have the opportunity to respond orally or in writing to the recommendation prior to the forwarding of the recommendation to the Resident Faculty of the College of Law.
13. Between November 10 and November 20, the Resident Faculty shall meet to consider the Review Committee's recommendations. The Dean shall preside at the meeting but may not vote. At that meeting, the Resident Faculty of the College of Law shall examine the information upon which the Review Committee has based its deliberations, discuss the written recommendation of the Review Committee, and cast a secret ballot accepting or rejecting by majority vote the recommendation of the Review Committee. If the Resident Faculty votes to reject the recommendation of the Review Committee, it shall elect a Resident Faculty member to write a separate recommendation and rationale. The result of the vote of the Resident Faculty of the College of Law and any written recommendation and rationale shall become part of the review file. This recommendation must be completed by November 25. The candidate shall have an opportunity to respond orally or in writing to this report.

#### **D. Duties of the Dean**

1. The Dean shall consult independently with each Resident Faculty member eligible for promotion or tenure to discuss progress and development toward promotion or tenure and to establish goals for the next academic year.
2. Between November 25 and November 30, the Dean shall consider the recommendations of the Review Committee and the Resident Faculty and, if favorable, shall forward them along with his or her recommendation to the Provost for review and recommendation to the President. At that time, the candidate shall be advised in writing by the Dean of the nature of the recommendation being forwarded. If the Resident Faculty of the College of Law fails to recommend reappointment, the review shall end with the Dean notifying the candidate of the action of the Resident Faculty.

**E. Notice of the terms and conditions of a renewal of appointment** will in all cases be given not later than April 1st.

## **VIII. Standards Applicable in Renewal of Appointments, Promotions, and Tenure Decisions**

### **A. Standards**

A Resident Faculty Member will be recommended for renewal of appointment, promotion, or tenure only if he or she has demonstrated the qualities necessary for sustained excellence **both** as a teacher **and** as a creative and productive scholar. Other factors to weigh in making a decision are the extent, relevance, and significance of his or her contributions to legal education, law reform, public service, and the administration of justice.

### **B. Measuring Attainment of Standards**

1. The Association of American Law Schools has stated as part of its "Approved Association Policy" that "Faculty members have an important responsibility to advance as well as to transmit ordered knowledge." Therefore, the characteristics in a teacher which must rise to the level of excellence relate to both teaching and scholarship. The standard requires members of the faculty charged with making a renewal of appointment, promotion, or tenure decision to look to the future as well as to the past. In voting on any renewal of an appointment, promotion, or tenure recommendation, faculty members must to the best of their ability determine whether the candidate has demonstrated qualities necessary for **sustained** excellence. The burden is on the candidate to demonstrate the presence of the qualities necessary for sustained excellence; there is no presumption that a favorable recommendation will be made.

2. It is expected that the rigor with which the above standards are applied will vary depending on the decision to be made. For example, in the first regular review of a Resident Faculty member after his or her initial appointment where no promotion decision is involved, a recommendation for a renewal of an appointment should take into account whether the candidate has demonstrated progress in developing qualities indicative of real potential for excellence in teaching and scholarship. In other words, the recommendation should take into account the length of employment of the candidate affected, including the somewhat limited opportunity to achieve sustained excellence in both teaching and scholarship. On the other hand, the decision to recommend tenure, being the most important decision from both a personal and an institutional standpoint, should be made only when the Review Committee and the Resident Faculty of the College of Law are reasonably convinced that the above standards have, in fact, been met. In like manner, the decision to promote an Associate Professor, who has received tenure, to Professor should be made only when the sustained excellence demonstrated at the time of the tenure decision has continued unabated.
3. The qualities necessary for sustained excellence in scholarship will be evidenced primarily by written work which is sufficiently substantial and ambitious to permit confident judgment by the members of the Review Committee and the Resident Faculty of the College of Law.
4. A candidate shall not have minimally satisfied applicable scholarship requirements unless he or she has submitted at least one publication for each promotion or tenure decision he or she has faced, including the current one. When a promotion or a tenure decision has been deferred or denied, the candidate must submit at least one publication for every two years of service completed. Publication means: (1) an article published by a scholarly periodical, or (2) a book published by a non-vanity press. Unpublished works will be considered publications if they have been accepted for publication. The length and quality of the publications submitted shall be considered in applying the quantity standards contained herein.

## **IX. Outside Review of Resident Faculty Scholarship**

### **A. Mandatory Outside Review**

All candidates for promotion or tenure shall have their scholarly works evaluated by reviewers from other law schools.

### **B. Scholarly Works to be Reviewed**

Each reviewer shall be sent all of the candidate's scholarly work which the candidate intends to place in his or her file.

### **C. Selection of Outside Reviewers**

1. The Review Committee and the candidate shall have the opportunity to compile a list of prospective reviewers.

- a. The Candidate's List

The candidate may choose not to exercise this option if she or he so desires. The candidate shall send his or her list of potential outside reviewers to the Review Committee, in a sealed envelope.

- b. The Review Committee's List

The Review Committee shall request members of the Resident Faculty who are familiar with the candidate's field of scholarship to submit a list of at least ten potential outside reviewers. If no one on the Resident Faculty is familiar with the candidate's field, the Review Committee shall compile the list from the AALS register. In compiling the list, the Committee shall consider the length of time the potential reviewer has taught in the field, his or her publication list, and the quality of the potential reviewer's law school.

2. Challenges to the Review Committee's Lists

- a. Once the Review Committee has compiled its own preliminary list of 10-30 potential reviewers for each candidate and has received the candidate's list, the candidate shall receive a copy of the Review Committee's list.

- b. The candidate shall be entitled to make two types of challenges to any name on the list

- 1) One "peremptory" challenge to any name on the Committee's list. This challenge shall be automatic and the candidate will not have to offer any reason for her or his challenge.

- 2) Each candidate may have unlimited "for cause" challenges. The candidate shall bear the burden of persuading the majority of the members of the Review Committee as to the merits of the challenge. Possible reasons "for cause" may include:

- a) evidence of hostility by a potential reviewer to the genre of scholarship utilized by the candidate;
- b) evidence of significant professional rivalry between the candidate and the potential reviewer;
- c) evidence of personal animosity between the potential reviewer and the candidate;
- d) evidence that the central theme of the candidate's work consists of a specific attack on the work of the potential reviewer; or
- e) any other significant evidence which indicates that the reviewer will not be neutral towards the candidate.

3. Candidate's Obligation To Inform Review Committee

A candidate has an obligation to inform the Review Committee of any relationship, personal or professional, that the candidate has with any person on the Review Committee's list of prospective reviewers or on his or her own list. The Review Committee may take this information into account in making its final selections of reviewers.

4. Merging the Lists

- a. Once a list of prospective reviewers has been compiled, the Review Committee shall meet to consider any "for cause" challenges, if necessary.
- b. The Review Committee will then select three of the names on its list as prospective reviewers.
- c. The Review Committee will then open the candidate's list of potential reviewers and select two names from that list if feasible.
- d. The Review Committee will then rank a sufficient number of names in order of preference, to serve as a "back-up" list if its five selections do not agree to serve as reviewers.
- e. When the Review Committee has completed its rankings of prospective reviewers, it shall forward the list to the Dean.
- f. The Dean shall be responsible for contacting persons on the list and forwarding the appropriate materials to the reviewers. Prospective reviewers will be told that only members of the

Review Committee, and, on rare occasions, another member of the faculty in the candidate's field, will be aware of their identity. The candidate will not be aware of the reviewer's identity.

**D. Response By the Candidate to an Outside Review**

Upon receipt of a completed review of a candidate's work, the Dean shall immediately forward a copy of the review to the Review Committee. The Review Committee Chair shall remove all identifying information from the outside review and place it in the candidate's file. The candidate shall also receive a copy of the review, with the reviewer's name and any other identifying information removed. The Review Committee shall not disclose the identity of the reviewer to the candidate or any other person who is not a member of the Review Committee. The Review Committee will have the option to disclose the identity of a reviewer to a member of the faculty who is an expert on the candidate's field of scholarship, if a majority of the Review Committee agrees there are unusual circumstances which warrant this departure from usual procedures. Although not obligated to do so, the candidate shall have the opportunity to respond to any specific criticism articulated in the outside reviews. This response should be made in writing and should be submitted to the candidate's file.

**X. Professional Review of Tenured Faculty**

Pursuant to the University's Statement on Academic Freedom, Responsibility, and Tenure, the purpose of the review of a tenured faculty member is to provide each tenured faculty member with peer input as to his or her continued growth as a teacher, a scholar and a participant in law school, university and community services. The standard to be used for this review process shall be **the continuation of excellence in the foregoing areas**. The foregoing standard shall not, however, in any way be used to alter, diminish, or otherwise adversely affect the rights of tenure under the University's document, "Statement on Academic Freedom, Responsibility, and Tenure."

- A. In reviewing a faculty member who is tenured the Review Committee should consider creativity, experimentation, risk-taking and diversity, bearing in mind that each faculty member has unique gifts to contribute.
- B. In conducting any such review and preparing a report, the following shall be considered.
  - 1. Individual and student evaluations of the teaching of the faculty member under review.
  - 2. Scholarly publications, writing efforts, statements and other data indicative of the faculty member's growth as a teacher and a scholar.
  - 3. Service to the law school, the university, and the community.

- C. The individual evaluations of teaching shall be prepared by members of classroom observation panels consisting of two full professors with tenure and one associate or assistant professor, none of whom is a member of the Review Committee. An individual observation panel shall be established for each professor under review. Classroom observation procedures utilized by each observation panel shall conform to our procedures for faculty members other than professor with tenure, except that only one visit per panel member shall be required.
- D. The student evaluations shall be the university evaluation summaries of the faculty member covering courses taught during the appropriate time period. A faculty member may also request, if he or she wishes, that consideration be given to student comment sheets.
- E. Review Committee Findings
  - 1. The Review Committee's findings with respect to the activities set forth in Section B, supra, shall be reported in writing to the faculty member being reviewed and to the Dean of the College of Law.
  - 2. If, in reviewing a tenured faculty member, the Review Committee determines that there are areas in need of improvement, it shall notify the faculty member in writing, specifying the nature of its findings and suggesting procedure for eliminating the deficiencies.
  - 3. If any of the areas in need of improvement constitute signs of dereliction, poor or unprofessional performance, the Review Committee shall explicitly, in writing, inform the faculty member of the weaknesses along with a suggested procedure for their correction.
- F. In all review processes, academic freedom and the meaning of tenure shall be preserved. The enumeration of specific freedoms and rights in this document or elsewhere shall not be deemed to be exhaustive, and shall not be construed in any other way, or to any extent, to exclude, disparage, diminish, or otherwise adversely affect other rights and freedoms protected by tenure, or by continuing appointment, or by academic freedom.

## **XI. Director of Law Library**

- A. The Director of the Law Library should be initially appointed a member of the faculty at the same rank that would be appropriate for any other faculty appointment, subject to Section III.C.

- B. The Director shall have the option of faculty status on either a tenure track or a non-tenure track. The Director may change from one track to the other upon notification to the faculty, Dean and Provost.
- C. The tenure track status of the Director shall be governed by the Procedures for Faculty Appointment, Promotion, and Tenure (Procedures). The standards contained in the Procedures shall be applied to the Director of the Law Library without modification.
- D. The non-tenure track status shall be governed by the following provisions:
  - 1. The Director shall have faculty status only during his or her appointment as Director of the Law Library.
  - 2. The Director shall be reviewed and promoted as a faculty member under the same timetable and guidelines contained in the Procedures, except that the Director shall not be subject to any scholarship requirement, and shall not be eligible for the rank of Professor while on the non-tenure track.
  - 3. During the Director's appointment as a member of the faculty, the Director shall serve as any other member of the faculty with respect to committee assignments and attendance and voting at faculty meetings.

## **XII. Full-Time Legal Writing Faculty**

- A. A person selected for a full-time legal writing position shall be appointed a member of the Resident Faculty at the same rank that would be appropriate for any other Resident Faculty appointment, subject to Section III.C.
- B. Full-time legal writing faculty shall be governed by the Procedures for Faculty Appointment, Promotion, and Tenure (Procedures), subject to Section XII.B.1 and XII.B.2.
  - 1. For purposes of satisfying Section VIII.B.4 of this document, publication for full-time legal writing faculty may include articles published by scholarly periodicals and books published by a nonvanity press. Publication may also include, without limitation, law review articles on legal education or issues arising from the teaching of legal writing, teaching materials, practice materials, CLE publications, reports and proposals which make a contribution to the profession, publications stemming from governmental or professional society appointments, and other works related to the specialized tasks of teaching legal writing.
  - 2. The written work described in Section V.B.2 of this document shall be equally weighted with the written work described in Section V.B.1.

- C. Full-time legal writing faculty have legal writing as their primary teaching responsibility. Full-time legal writing faculty are not entitled or automatically qualified to teach non-legal writing courses. Full-time legal writing faculty may, however, teach traditional classroom and seminar courses if, in the judgment of the Dean in consultation with the Director of the Legal Writing Program, there is a teaching need in the area, the faculty member has demonstrated substantive knowledge in the area and an ability to teach the course, and teaching the course will not have an adverse impact upon the overall legal writing program or require the use of an adjunct to teach his or her legal writing courses.
- D. Full-time legal writing faculty are not entitled to transfer to a non-legal writing faculty line. Full-time legal writing faculty may apply for a non-legal writing faculty position and will be considered along with the general pool of applicants, but will receive no preference.

### **XIII. Standards for Non-Tenure Track Faculty**

A person with non-tenure track status shall be reviewed and promoted as a faculty member under the same timetable and guidelines contained in the Procedures for Faculty Appointment, Promotion, and Tenure (Procedures), except that the person shall not be subject to any scholarship requirement and shall not be eligible for the rank of Professor while on non-tenure track status.

### **XIV. Director of Lawyering Skills; Director of the Legal Clinic**

- A. A person selected for the position of Director of Lawyering Skills or Director of the Legal Clinic or both shall be appointed a member of the faculty at the same rank that would be appropriate for any other faculty, subject to Section III. C.
- B. A person appointed to the position of Director of Lawyering Skills or Director of the Legal Clinic or both shall have the option of being employed on a non-tenure track basis under renewable term contracts, or employed on a tenure track basis.
- C. Non-tenure track status shall be governed by the following provisions:
  - 1. A person with non-tenure track status shall be reviewed and promoted as a faculty member under the same timetable and guidelines contained in the Procedures for Faculty Appointment, Promotion, and Tenure (Procedures), except that the person shall not be subject to any scholarship requirement. Also an appropriate fulfillment of administrative duties shall be considered.
  - 2. A non-tenure track faculty member appointed to a three year term shall be reviewed during the fall semester of his or her second year. At the conclusion of the review process, and upon the recommendation of the

faculty and the Dean, and with the approval of the Provost, the faculty member may be offered another term contract. Following the review, the non-tenure track faculty member shall be notified in writing by April 1 that his or her appointment will either be renewed or be allowed to expire.

3. During a person's non-tenure track appointment as a member of the faculty, the person shall be eligible to attend and vote at faculty meetings and be eligible for election or appointment to all university and collegiate committees except the committee specifically charged with the task of reviewing candidates for tenure and promotion (i.e., the Review Committee).

D. Tenure track status shall be governed by the following provisions:

1. A tenure track faculty member shall be reviewed under the procedure and timetables established for other tenure track faculty.
2. The written work described in Section V.B.2. of this document shall be equally weighted with the written work in Section V.B.1.

## **XV. Clinical Faculty**

- A. A person selected for a clinical faculty position shall be appointed a member of the faculty at the same rank that would be appropriate for any other faculty appointment as provided in Section III. C.
- B. The initial appointment of a clinical faculty member will be a term appointment of one year. During this period, clinical faculty will be appointed to non-personnel committees at the discretion of the Dean and be encouraged to participate fully in discussions of all matters. During this period, clinical faculty can vote on all matters with the exception of personnel (e.g., appointments and review matters).
- C. A clinical faculty member on the initial one-year contract shall be reviewed during the spring semester of the contract year by the Director of the Legal Clinic. As a result of this review, one of the following decisions may be made:
  1. That the contract will be allowed to expire; or
  2. That the clinical faculty member will be offered a new term contract as provided in Section III.C.
- D. A clinical faculty member offered a term contract as provided in Section III.C. shall be reviewed under the procedures established for other tenure track faculty, subject to Sections XV.D.1 and 2.

1. For purposes of satisfying Section VIII.B.4 of this document, publication for clinical faculty may include articles published by scholarly periodicals and books published by a non-vanity press. Publication may also include, without limitation, law review articles on legal education or issues arising from clinical teaching, teaching materials, practice manuals, CLE publications, reports and proposals which make a contribution to the profession, publications stemming from governmental or professional society appointments, and other works related to the specialized tasks of clinical teaching. Appellate briefs and memoranda of law in cases that raise novel issues may also be considered but are not alone sufficient to demonstrate scholarship.
  2. The written work described in Section V.B.2 of this document shall be equally weighted with the written work described in Section V.B.1.
- E. Clinical faculty have clinical teaching as their primary teaching responsibility. Clinical faculty are not entitled or automatically qualified to teach non-clinical courses. Clinical faculty may, however, teach traditional classroom and seminar courses if, in the judgment of the Dean in consultation with the Director of the Legal Clinic, there is a teaching need in the area, the faculty member has demonstrated substantive knowledge in the area and an ability to teach the course, and teaching the course will not have an adverse impact upon the overall clinical program.
- F. Clinical faculty are not entitled to transfer to a non-clinical faculty line. Clinical faculty may apply for a non-clinical faculty position and will be considered along with the general pool of applicants, but will receive no preference.

## **XVI. Miscellaneous**

- A. All issues involving charges of violation of academic freedom, charges of academic misconduct, termination for cause of a tenured faculty member, or an immediate termination, without offering a termination contract, of a non-tenured faculty member are governed by regulations established by the Board of Trustees of The University of Tulsa and are not affected by these procedures.
- B. This document is subordinate to The University of Tulsa Statement on Academic Freedom, Responsibility, and Tenure, and while this document is intended to both compliment and implement, in the College of Law, the policies and procedures contained in The University of Tulsa Statement, should a conflict arise between any part of this document and a corresponding part of The University of Tulsa Statement, The University of Tulsa Statement shall govern.



## **APPENDIX III: SABBATICAL LEAVE**

### **PURPOSE**

To refresh and reinvigorate tenured faculty members, physically and academically, in their own interests and those of the University; to encourage productive scholarly research that will enhance the stature of both the individual and the institution; to improve, through appropriate activity, the academic qualifications and teaching competence of the faculty; and to stimulate contributions of high caliber in the future.

### **POLICY**

The sabbatical leave program recognizes that continuing faculty excellence, redounding to the reputation of the University, requires periodic opportunities for respite from normal academic responsibilities so that faculty may be refreshed through suitable enterprises they may choose to pursue during the leave.

#### **Differentiation from Related Programs:**

1. The sabbatical leave program is intended to be separate and distinct from other programs or leaves of absence. Leaves granted for visiting professorships, consultantships, and work on advanced degrees are not sabbatical leaves (unless requested by the faculty concerned and approved as such by the provost), and the granting of a sabbatical leave shall not be restricted because a faculty member has had other such types of leave granted previously.
2. The payment of normal sabbatical leave compensation is based upon the assumption that the individual receiving the leave will not sell his or her services during the leave period. However, a fellowship or scholarship that requires no service from the recipient and/or a travel grant that does not conflict with the intent of the sabbatical leave may be accepted. Research grants, fellowships, and other positions that do require service may be accepted only after the approval of the discipline head, dean, and provost of the University. This is to assure that the period of the sabbatical leave will be used for the intended purposes.

#### **Conditions for the Granting of Sabbatical Leave:**

1. Eligibility
  - a. Any tenured member of the instructional staff of the University holding the rank of professor, associate professor, or assistant professor who has a minimum of six years of full-time tenured and /or tenure-track service shall be eligible for a sabbatical leave. No semester spent on leave can be counted as part of the required six years. At the Dean's discretion, a faculty member may be excused from teaching for a semester and still have that semester count toward the six years so long as he or she remains in residence and performs other university duties. Otherwise, any exceptions to the six-year rule must be approved by the Provost.

b. Except in the case of the kind of time extension described under Procedures, item 9, of this policy, a minimum of *six* years in residence must elapse following the completion of a sabbatical leave before the same faculty member would again be eligible.

c. The acceptance of a sabbatical leave automatically commits the faculty member to return for a minimum of one academic year of teaching or other appropriate functions at the University of Tulsa. Should the faculty member decide to leave the university within that one-year period, he or she shall reimburse the University for the pro rata share of his or her obligation.

## 2. Compensation

a. A faculty member may apply for and be granted either one full academic year or one-half academic year of leave. If one full academic year is granted, the rate of compensation from the University shall be one-half of the faculty member's regular salary for the academic year.

If one-half academic year is granted, the rate of compensation shall be the individual's full pay for the period of the leave (one-half of the individual's full academic year salary). The administration will establish the salary rate that would have been in effect without the leave, and this rate will be used to compute the sabbatical compensation.

b. While on leave the faculty member may not engage in other regular remunerative service unless specifically authorized to do so by the discipline head, dean, and provost, or unless the activity is described in the accepted request for leave.

## **PROCEDURES**

1. An eligible faculty member desiring a sabbatical leave shall submit a formal application to the chair of his or her discipline. The tenured members of the discipline shall make their recommendation through the chair to the dean of the college.

2. The application must be submitted by December 1 of any year for a leave to begin the following September, or by April 1 for a leave to begin the following January.

3. The individual's application must contain a statement of plans for the use of the leave period, and may also contain pertinent supporting documents such as records of publication, grants received, etc., if a research program is planned.

4. The discipline's recommendation shall contain specific information as to how the workload of the member on leave will be handled during his or her absence.

5. The dean shall consider the applications and recommend to the provost (by February 1 or June 1, respectively, for leaves to begin the following September or January) the leaves to be granted, and shall inform all applicants in writing of the disposition of their requests. In reaching his or her conclusions, the dean should be guided by considerations of seniority, demonstrated academic superiority of the applicants and potential for growth, adequate distribution of leaves among the various disciplines, and the needs of the college. In the awarding of any sabbatical

leave, both the welfare of the academic unit and individual faculty opportunities will be preserved.

6. The provost, in consultation with the Board of Trustees if he or she considers such consultation necessary or desirable, shall accept or reject the recommendations of the deans. By March 1 or July 1, respectively, for leaves to begin the following September or January, the provost shall inform in writing all persons recommended for leaves and the dean whether such leaves will be granted.

7. A faculty member whose request for a sabbatical leave policy is rejected by his or her dean may appeal the decision to the provost.

8. The recipient of a grant shall, upon returning to the university, make a detailed report in writing, upon returning to the university, make a detailed report in writing to the dean of his or her college (with copies to the provost and the head of his or her discipline).

9. Although the constraints outlined under Eligibility, item a, of this policy, must be observed, sabbaticals are to be awarded regardless of the size of the department. If the faculty member's normal workload cannot be absorbed within the department of discipline, a temporary replacement will be provided by the college. However, then the welfare of the academic unite is at stake, the dean, with sufficient notice and with the concurrence of the provost, may require the faculty member to reschedule his or her sabbatical leave, on the condition that such a delay would in no way lengthen the calendar under which the faculty member becomes eligible to apply for subsequent sabbatical leaves.

The authority to grant exception to one or more of these policies and procedures is vested with the President of the University or his/her delegated representative.

Policy Effective Date: February 25, 1998



## **APPENDIX IV: Family and Medical Leave Policy**

### **PURPOSE**

The Family and Medical Leave Act of 1993 provides university employees up to twelve (12) weeks of unpaid leave for the birth or placement of a child for adoption or foster care, or to care for a child, spouse or parent due to a serious illness or injury, or if the employee is unable to perform the functions of his or her position due to a serious health condition. The university's policy is intended to be consistent with the requirements of the Family and Medical Leave Act and is subject to change according to court opinions interpreting that law.

### **WHO IS COVERED**

All full-time and part-time faculty, administrative/professional and hourly staff employees who have been employed for at least one year, and for a minimum of 1,250 hours over the previous twelve months.

### **POLICY**

A family and/or medical leave of absence is defined as an approved absence available to eligible employees for up to twelve weeks of unpaid leave per 12 month period, under particular circumstances that are critical to the life of a family. The 12 month period starts at the commencement of the first approved leave taken by the employee. No more than twelve weeks leave may be taken in any 12 month period under this policy.

Under the Family and Medical Leave Act, leave may be taken for the following reasons:

- upon the birth of the employee's child;
- upon the placement of a child with the employee for adoption or foster care;
- when the employee is needed to care for a child, spouse, or parent who has a serious health condition (note that the Family Medical Leave Act and this policy do not cover the parent of an employee's spouse);
- when the employee is unable to perform the functions of his or her position because of a serious health condition.

NOTE: Leave may be taken for these or other reasons not covered by the Family and Medical Leave Act but such leaves are subject to other university policies (i.e., Court Leave/Jury Duty). For short absences (generally for periods of time less than three days) for medical conditions of either the employee or eligible family member, unused sick leave pay, accumulated vacation or floating holiday must be used.

If an employee is entitled to paid leave under another benefit plan (i.e., sick leave pay, vacation, long-term disability benefits, etc.), the employee must take the paid leave first. For example, sick leave pay may be used for the length of the medical necessity (as defined by a physician) for the employee's illness or injury or when the employee is needed to care for a child, spouse, or parent due to illness or injury. If the employee uses all of his or her accrued sick time, the employee must use his or her unused vacation benefits. Any time remaining in the leave, after sick leave pay and vacation benefits have been exhausted, will be without pay. In the case of leave due to an employee's extended illness or injury, the employee may be entitled to long-term disability benefits.

Upon returning to work from the approved leave, the employee will be restored to his or her original position. Exceptions to being restored to his or her original position must have the approval of Personnel Services and the appropriate Vice President and/or President where

applicable and may result in the employee's being assigned to a position equivalent in pay, benefits, and other terms and conditions of employment.

## PROCEDURES

1. The employee should inform their supervisor that they are initiating a Family Medical Leave through Personnel Services. For faculty members, the Office of Personnel Services will coordinate approval with the Office of the Provost.
2. Personnel Services will coordinate the approval of the leave with the Dean or Director.
3. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice (thirty (30) days in advance of the effective date of leave, if possible) and make efforts to schedule leave so as not to disrupt university operations.
4. Documentation of reason for leave and time taken will be placed in the employee's personnel file.

### BIRTH OR PLACEMENT OF A CHILD:

5. In the event of the birth or placement of a child for adoption or foster care, the leave must be taken within one (1) year of the birth or placement of a child.
6. Leave may be taken on an intermittent or reduced basis for the birth or adoption of a child, if the arrangement is agreed to by the supervisor, Dean or Director and the Director of Personnel Services.

### MEDICAL LEAVE:

7. All requests for family and medical leaves of absence due to illness must include the following information attached to a completed Request for Leave of Absence Form:
  - Sufficient medical certification stating:
    - a. the date on which the leave is to commence,
    - b. the approximate date of return,
    - c. the appropriate medical facts within the knowledge of the health care provider regarding the condition and
    - d. if the leave is for the employee's illness, that the employee is unable to perform the functions of his or her position.
  - In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care.
  - In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

8. The university may require a second medical opinion and periodic re-certifications which will be at the university's expense.
9. If the first (provided by the employee's physician) and second (obtained by the university) medical opinions differ, the university, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the university and the employee.
10. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is required on this basis, however, the university may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits. Intermittent or reduced time will count toward the twelve week maximum as allowed by the Family and Medical Leave Policy as follows:
  - An employee's FTE (full time equivalence) will be determined from official university records maintained in the Office of Personnel Services. In cases involving hourly staff employees where questions arise regarding the individual's FTE, actual hours worked for the preceding twelve months will be the final determination as to a person's FTE.
  - The employee shall submit an intermittent work schedule to his or her Dean or Director for approval. Should agreement not be reached by the Dean or Director and the employee regarding a reduced work schedule, such questions will be submitted to the Office of Personnel Services for resolution.
  - The amount of time credited to count toward the twelve week maximum is determined by subtracting the actual hours worked per week from the normal or expected hours worked (FTE) and the difference is the amount of time credited.
11. For the employee working a reduced schedule, the leave time must be charged to accrued sick leave or vacation.
12. Spouses who are both employed by the university are entitled to a combined total of twelve weeks of leave (rather than twelve weeks each) for the birth or placement for adoption or foster care of a child or for the care of a sick parent (but not a parent-in-law). This limitation does not apply to leave taken by either spouse to care for the other, to care for a child with a serious health condition or for his or her own serious illness.
13. Any full-time employee who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage by arranging to pay the normal employee premium contributions during the period of unpaid absence.
14. Benefit entitlements based upon length of service will be calculated as of the last paid work day before the start of the unpaid leave of absence (i.e., vacation and sick leave pay do not accrue when the employee is on an unpaid leave of absence).
15. Exception: If the employee on leave is an exempt employee and is among the highest paid 10% of university employees, restoration of employment may be denied if such

restoration would result in substantial and grievous economic injury to the operations of the university. In this situation, the university would notify the employee of the need to deny job reinstatement as soon as the economic impact is known. The employee has the option to return to work (within a reasonable period of time after receiving the notice) and still have job reinstatement. In any event, an employee who is denied job restoration or who does not return after such notification could still be entitled to 12 weeks of unpaid leave and health care continuation.

16. In cases of illness, the employee will be required to report to his or her Dean or Director and the Office of Personnel Services periodically on his or her leave status and intention to return to work.
17. As a condition of restoration of employment at the end of the leave (for the employee's own medical conditions), the university requires the employee to provide a physician's statement that the employee is able to resume his or her job responsibilities.
18. Even if the leave is a paid leave of absence, the period of time an employee is off from work will be counted toward the twelve-week maximum.
19. For extensions of family and medical leave, please refer to the Personal Leave Policy which may allow up to an additional 40 weeks of unpaid leave.

**DETERMINATION OF PAID OR UNPAID LEAVE TIME** (including time off beyond the 12 weeks allowed by the Family and Medical Leave Act)

The Family and Medical Leave Act requires that certain employers allow its employees up to 12 weeks of unpaid leave for the reasons stated below. However, the university allows its employees who have accrued sick leave and/or vacation benefits to use these benefits to continue their pay during a family and medical leave.

Under the Family and Medical Leave Act, leave may be taken for the following reasons:

- upon the birth of the employee's child;
- upon the placement of a child with the employee for adoption or foster care;
- when the employee is needed to care for a child, spouse, or parent who has a serious health condition (note that the Family Medical Leave Act and this policy do not cover the parent of an employee's spouse);
- when the employee is unable to perform the functions of his or her position because of a serious health condition.

The following information describes the university's policy on how paid sick leave and vacation may be applied toward the family and medical leave time. In all cases, the use of paid leave will be obtained from the following sources in this order: a) accumulated, but unused sick leave, b) accumulated, but unused vacation, c) floating holiday, if available.

For child care leave (non-maternity): This leave is for the adoption or placement of a child or for additional leave time after the normal recovery from childbirth.

An employee may use accrued sick time if the time is required for bonding (normally requires 6-8 weeks in the case of adoption or placement of foster child). The physician statement will determine the period of time that is medically necessary for bonding. If the employee takes any

leave beyond the required bonding period, he/she may use accrued vacation; otherwise, the leave will be without pay.

For medical leave (includes maternity): This leave is for the medical condition of the employee and accrued sick time may be used as long as the leave is medically necessary. The physician's statement will determine the period of time that is medically necessary. If the employee's leave extends beyond 90 days (for hourly employees) or 180 days (for administrative/professional and faculty employees), the employee may be eligible for long-term disability benefits. Part or all of this leave may be without pay if the employee does not have sufficient accrued sick leave or vacation pay to cover such periods of absence. The leave (with or without pay) may extend beyond the 12 weeks allowed by the FMLA subject to the employee's providing the necessary medical documentation supporting the medical leave.

For medical leave for a family member: This leave is for the employee to care for the serious medical condition of the employee's immediate family (spouse, child, stepchild, parent) and accrued sick time may be used as long as the leave is medically necessary. Part or all of this leave may be without pay if the employee does not have sufficient accrued sick leave or vacation pay.

For questions regarding this policy, please contact the Office of Personnel Services.

The authority to grant exception to one or more of these policies and procedures is vested with the President of The University of Tulsa or his/her delegated representative(s).

Policy Effective Date: June 1, 1994