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SECTION 1 - EMPLOYMENT

A. General Guidelines

It shall be the policy of The School of the Art Institute of Chicago to maintain a strong and diverse faculty. To achieve this goal the School shall:

- strive to maintain a ratio as high as possible of full-time to part-time faculty. It shall be school policy to see that at least two-thirds of the full-time equivalent faculty positions in its college level studio programs are held by full-time faculty members. Full-time faculty positions or their equivalent shall include full-time faculty who have been granted release days and faculty with full-time visiting appointments.
- see that, within each department or program, at least one-half of the full-time faculty have educational backgrounds from institutions other than The School of the Art Institute of Chicago, and that every effort shall be made not to hire recent SAIC graduates for both full-time and part-time positions.
- see that all full-time positions shall be filled only after a thorough and openly advertised search has been conducted. All of the criteria listed below (Section 1B) shall apply. Qualified part-time and visiting faculty should be encouraged to apply for such positions.
- maintain an aggressive Affirmative Action Program.

B. Equal Employment Opportunity Commitment

It shall be the policy of the School of the Art Institute of Chicago to ensure that we act in all aspects of employment without discrimination on the basis of race, color, gender, religion, national origin, disability, age, sexual orientation, marital status, parental status, military or former military status, and any other basis prohibited by applicable federal, state, or local law. Equal employment opportunity is foremost in our relationship with all of our faculty, and it is the responsibility of all faculty under the leadership of Department Chairs or Program Heads and the Dean of Faculty to ensure that these principles are followed. As indication of our commitment, the School of the Art Institute's policy of non-discrimination is prevalent throughout every aspect of our relationship with faculty, including job advertising, recruitment, selection, compensation, promotion, tenure, enrichment, and termination.

C. Institutional Policies to Meet Legal Obligations

As an employer, the Art Institute of Chicago must establish policies to meet various federal, state and local legal requirements in areas such as privacy, non-discrimination and safety. These legal policies are to be found in the SAIC Faculty Handbook Legal Supplement.

SECTION 2 - FULL-TIME FACULTY

A. Status

Faculty members in the contractual sequence leading to a review for consideration for tenure and those who have been granted tenure shall be referred to as regular full-time faculty. Regular full-time faculty shall be granted the following ranks: Assistant Professor, Associate Professor and Professor. Future promotions shall not be presumed.

Department Chairs or Program Heads, the Chair of Faculty, and the Faculty Liaison shall be considered as having regular full-time faculty status regardless of actual teaching assignment and salary. Thus, permanent members of the regular full-time faculty may take a reduced teaching load in order to devote additional time to their work or research as artists or scholars without jeopardizing their faculty status and without detracting from their eligibility status for subsequent paid leaves-of-absence and other benefits. This option shall be subject to the approval of the Dean of Faculty, who shall obtain the advice and counsel of the appropriate department chairs or program heads and division deans.

B. Rank

The rank of Assistant Professor shall be granted to regular full-time faculty members with one to six years of teaching experience or equivalent professional experience who have given evidence of professional scholarly or creative achievement; who are judged to be effective in the classroom; and who hold an MFA degree or have comparable professional achievement and status as measured by exhibitions or other professional experience and activity.

The rank of Associate Professor shall be granted to regular full-time faculty members who, in addition to the qualifications for Assistant Professor, have made an unusual contribution to the School in terms of teaching, creative activity, productive scholarship, or other educational service, or who bring to the school an unusually rich background in terms of professional attainment and/or teaching experience.

The rank of Professor shall be granted to those regular full-time faculty members who, in addition to the qualifications for Associate Professor, shall have achieved a significant reputation and other noteworthy attainments. The rank of Professor shall be reserved for those individuals who may be described as experienced master teachers.

C. Special Categories

Visiting faculty or persons with similar special full-time appointments shall be considered as having special faculty status. Normally, appointments in these categories shall be for a duration of one year, and more than three successive one-year contracts should not be considered. Special faculty are welcome to participate in faculty meetings but without the voting privileges of full-time faculty status. Such services shall count towards eligibility for tenure consideration should a full-time appointment within regular rank be made following the special full-time appointment.

Retired Faculty shall be issued valid ID cards, and shall retain the rights and privileges associated with those cards. Their names shall remain on the school and museum mailing lists.

Contractual situations not herein defined shall be reviewed with the Faculty Senate.

D. Searches and Appointments

All regular teaching appointments shall be made by the Dean of Faculty with approval of the President of the School following an international search, upon the recommendations of the appropriate search committee as well as department chairs or program heads who shall have sought advice and counsel from the department or program faculty. All appointments shall be subject to review by the Board of Governors of the Board of Trustees. The ranks of Assistant Professor, Associate Professor, and Professor shall be used. The rank and salary shall be determined by the Dean of Faculty on recommendation of the appropriate department chairs or program heads at the time of initial appointment. Initial rank and salary will reflect the individual's education, experience, or professional achievement. In making full-time appointments, proper consideration shall be given to qualified and interested part-time faculty members.

E. Review and Promotion

The review and promotion of regular full-time faculty members shall be as follows:

- The review procedure shall be initiated with a department or program review. The review will include the Review Committee and the Chair of Faculty (or, in the case of the tenure review, the Division Dean(s)). All full- and part-time faculty from within the department or program will be invited to the review.
- The Department Chair or Program Head will write a letter of recommendation which will reflect both the discussion of the review and a vote taken at the review. This letter will be presented to the Faculty Contract and Tenure Review Board and to the Dean of Faculty.
- In the case of the final tenure review, the Division Dean(s) shall submit letters of review, copies of which will be forwarded to the Faculty Contract and Tenure Review Board, the Dean of Faculty, and the faculty member under consideration.
- The Faculty Contract and Tenure Review Board will review the letters from the Department Chairs or Program Heads and Division Deans (in the final tenure review) and grant the candidate an interview and opportunity to present their work to the Faculty Contract and Tenure Review Board. The Board will make a written recommendation to the Dean of Faculty which reflects this interaction.
- After reviewing all of the materials pertaining to the review and promotion of the faculty member and consulting with each other, the Dean of Faculty and the Provost will each make a recommendation to the President of the School.
- The President of the School will present the recommendations to the Board of Governors.

The following factors shall be carefully considered by the Department, the Department Chair or Program Head, the Division Deans, the Faculty Contract and Tenure Review Board, the Dean of Faculty, the Provost, and the President of the School in reviewing faculty for continuation of service, promotion in rank, progression of contract category, and for tenure:

1. teaching effectiveness;
2. professional involvement;
3. appropriateness of content of teaching in relation to curriculum, department or program need, and the School philosophy;
4. service to the School;
5. evidence of outside recognition, especially for tenure review.

Final recommendation for a decision will be made to the Board of Governors by the President of the School, who should not act without obtaining recommendations from the Provost, the Dean of Faculty and the Faculty Contract and Tenure Review Board. The

final decision rests with the Board of Governors.

See the Faculty Handbook Supplement Section 4 for details of procedure.

F. Tenure

With the establishment of an official tenure policy for the School of the Art Institute of Chicago effective with the academic year 1968-69, full-time SAIC faculty are eligible for tenure consideration according to the Faculty Handbook Supplement, Section 4, Table B-1 or C-1. Refer to the Faculty Handbook Supplement for details of procedure.

Tenure insures academic freedom and economic security through the guarantee of continuous full-time service until retirement, subject to termination only for adequate cause or under extraordinary circumstances because of institutional financial exigencies, all as defined in the 1940 Statement of Principles, Academic Freedom and Tenure, American Association of University Professors. Refer to Financial Exigency Guidelines and Procedures in the Faculty Handbook Supplement.

The recommending bodies for Tenure are as follows: the Department; the Department Chair or Program Head; the appropriate Division Dean(s); the Faculty Contract and Tenure Review Board; the Provost; and the Dean of Faculty and/or the President of School. For details of procedure see the Faculty Handbook Supplement, Section 4.

Tenure may be granted prior to seven years of service at the School of the Art Institute of Chicago in consideration of previous full-time college-level teaching experience with regular rank or in consideration of attainment of tenure at another institution of higher education. Faculty officially tenured at another college-level institution who leave that institution to join the SAIC faculty shall be granted tenure at SAIC with the SAIC appointment, thus assuring continuous tenure status.

No person may serve as chair of a department or head of a program during the year they are being reviewed for tenure.

SECTION 3 – PART-TIME FACULTY

A. Status

Faculty not tenured or on a tenure track and who do not receive full-time faculty contracts will have part-time status and may not be eligible for the same benefits and privileges granted to faculty with full-time status. Part-time faculty will be reviewed on a regular basis and will receive timely notification concerning termination or continuation of appointment each year.

Unranked part-time faculty and Adjunct Assistant Professors may be eligible for written contracts for terms of two years. Adjunct Associate and Adjunct Full Professors may be eligible for written contracts for terms of two or three years. All such multiple-year contracts are subject to an application and review process.

Continuing part-time faculty members who move to a full-time tenure track position will not necessarily nor automatically receive reciprocity of rank or be credited for years of service accumulated as a continuing part-time faculty member.

Part-time faculty members are invited to attend and participate in faculty meetings, although without voting privileges, and may volunteer to serve on faculty committees.

B. Rank

New part-time faculty will be appointed with the rank of Lecturer or be designated as Visiting Lecturer, Visiting Artist, or Visiting Designer. New part-time faculty with significant college-level teaching experience and reputation in their field may be appointed with the rank of Adjunct Assistant Professor or Adjunct Associate Professor at the discretion of the Dean of Faculty in consultation with the appropriate Department Chair or Program Head(s).

Continuing part-time faculty may be promoted to the rank of Adjunct Assistant Professor, Adjunct Associate Professor or Adjunct Professor. The following time schedule is recommended for eligibility for promotion:

- Adjunct Assistant Professor – three years or equivalent experience
- Adjunct Associate Professor – five years or equivalent experience
- Adjunct Professor – by nomination of Department Chair or Program Head

C. Review and Promotion

The continuing part-time faculty member will initiate application for promotion in rank to Adjunct Assistant or Adjunct Associate Professor with the appropriate Department Chair or Program Head. The Department Chair or Program Head, in consultation with the department's full-time and adjunct faculty and, as appropriate, other regular and adjunct faculty familiar with the candidate's qualifications, will evaluate the candidate for promotion.

Evaluation for promotion to Adjunct Assistant Professor will be based on teaching effectiveness and professional involvement, with an emphasis on the former. Evaluation for promotion to Adjunct Associate Professor will be based on teaching effectiveness, professional involvement, curricular flexibility and the academic needs of the department.

Following a department or program review, the Department Chair or Program Head will either recommend or not recommend a promotion to the Dean of Faculty. The Dean of Faculty, after consultation with the Adjunct Review Committee and other appropriate members of the faculty and academic administration will make the final decision of the candidate's promotion in rank.

Evaluation for promotion to Adjunct Professor will be based on, in addition the criteria for Adjunct Associate Professor, the demonstration of a significant professional record and excellence in teaching. Nomination for Adjunct Professor status must be made by a Department Chair or Program Head, and will be reviewed by the Full Professor Committee of the Faculty Contract and Tenure Review Board.

For specific review procedure please refer to the Faculty Handbook Supplement.

D. Contract Non-Renewal

If a decision is made not to renew the contract of an Adjunct Associate or Adjunct Professor for reasons of department or program need and/or curricular flexibility, the faculty member will be given a contract for a final academic year before the non-renewal takes effect. In the case of an Adjunct Associate or Adjunct Professor on a Multi-Year contract, the final academic year may be the last year of the faculty member's existing contract.

In such cases of non-renewal, whether for a one-year contract or a Multi-Year contract, the faculty member may seek reconsideration as set forth in the Policy and Procedures for Multi-Year Contracts for Adjunct Faculty. For the sake of clarity, the reconsideration process set forth in the Policy and Procedures for Multi-Year Contracts for Adjunct Faculty applies to the non-renewal of Adjunct Associate or Adjunct Professor for reasons of department or program need and/or curricular flexibility even if the faculty member is only on a one-year contract. This procedure does not apply in cases of non-renewal for cause.

SECTION 4 – FACULTY GOVERNANCE

A. General Faculty Business Meetings

The full-time faculty, headed by the Dean of Faculty, constitute the official faculty organization of the School. The Dean of Faculty shall call school-wide faculty business meetings at least once a semester and more often, if necessary or desirable. Notice of meeting dates shall be announced and published in a timely manner. Minutes of meetings shall be recorded.

B. Faculty Contract and Tenure Review Board

1. COMPOSITION AND ELECTION

The regular full-time faculty of the School shall elect nine members and two alternates to the Faculty Contract and Tenure Review Board, who shall represent the entire faculty in all matters of the contract and tenure review process. Members of the Board shall be chosen from among the tenured full-time faculty who are in at least their third year of full-time service to the School. They shall serve terms of three years.

The Contract and Tenure Review Board will choose a Chair from among its members each year following the spring election. The term of the Chair is renewable by majority vote for up to two additional years. *The teaching load of the Review Board Chair shall be appropriately reduced to accommodate the demands of the position. See the Faculty Handbook Supplement for election details.*

2. DUTIES

The Faculty Contract and Tenure Review Board shall participate with the Dean of Faculty, the Division Deans, the Departments, the Provost, and the President of the School in reviewing faculty for promotions in rank, progression in contract categories, terminations,

and appointments to tenure, as described in Section 2E and F.

The Faculty Contract and Tenure Review Board will appoint the Full Professor Review Committee (see Supplement Section 4 for details).

C. Faculty Senate

1. COMPOSITION AND ELECTION

The regular full-time faculty of the School shall elect seven members to the Faculty Senate, who shall represent the entire faculty in all matters of appropriate faculty concern for the purpose of continuing contact and communication with the administration. Members of the Faculty Senate shall be chosen from among the regular full-time faculty who are in at least their third year of full-time service to the School at the time of nomination. At least five of those members shall come from the ranks of tenured faculty. All members shall serve terms of three years.

Three part-time faculty members shall serve on the Faculty Senate. They will be chosen from adjunct or part-time faculty who are in their fourth year of consecutive teaching, and elected by the part-time faculty at large. They shall serve for staggered two-year terms. They will have full voting rights on all Faculty Senate issues. They shall serve as representatives on the Part-Time Faculty Concerns Committee, which will meet regularly during the school year to discuss issues relevant to part-time concerns. For performance of these duties, the part-time faculty senators will receive compensation at their individual salary rates equivalent to one course for each semester on the Faculty Senate.

The Senate will choose a Chair from among their tenured members each year following the spring election. The Faculty Senate shall meet periodically with the School administration, the meetings to be requested by either the Dean of Faculty or the Chair of the Faculty Senate.

The Faculty Senate is empowered to call special elections.

2. DUTIES

The Faculty Senate shall assume broad responsibilities for fostering high academic standards and for participating in decisions and concerns involving the quality of education at the School and the morale and well-being of its staff, students, and faculty. It shall be the responsibility of the Faculty Senate to elicit active student and faculty participation in most aspects of policy determination and to foster an atmosphere in the School which encourages maximum involvement of students and faculty. The teaching load of the Faculty Senate Chair and Vice-Chair shall be appropriately reduced for full participation in Faculty Senate matters. The School shall provide appropriate offices, meeting facilities, necessary equipment and supplies, a secretary acceptable to the Senate, and a budget suitable for the Senate to carry out its responsibilities.

3. REPRESENTATION ON THE BOARD OF GOVERNORS

Two designated representatives of the Faculty Senate and two designated officers of the Student Union shall serve as non-voting (ex officio) members of the Board of Governors during the academic year for which they have been elected. (Refer to the minutes of the Committee of the School, January 22, 1974.)

4. FACULTY SENATE COMMITTEES

The Faculty Senate will establish all policy, standing, or ad hoc faculty committees. The number, nature, and size of each committee shall be determined by the Faculty Senate. The work of the committees should be reviewed annually by the Faculty Senate to assess the relevancy of the committee's work with the object of recommending consolidation, abolishing, expanding, or strengthening the committee.

Policy committees shall meet as determined necessary by the nature of their work. They shall receive instructions from the Faculty Senate or the Academic Steering Committee. The results of their deliberations shall be given to the Academic Steering Committee for consideration and to the Faculty Senate upon request.

The standing committees of the Faculty Senate shall make recommendations to the Faculty Senate for consideration. They are understood to be primarily working committees, which shall have specific duties and charges.

Ad hoc committees of the Faculty Senate shall be established by the Senate to address specific issues and shall serve at the pleasure of the Senate.

Committees may meet as determined necessary by the committees themselves or their chairperson; the meetings shall be conducted in orderly procedure, records of deliberations shall be kept, and reports shall be made to the Faculty Senate and to the general faculty meetings as often as required, but at least once annually.

All committees shall elect their own chairperson and determine their rules of procedure. Recommendations of the committees shall be given to the Faculty Senate and/or to the Academic Steering Committee for consideration. When issues of wide general interest arise, the Committees shall be encouraged to hold open meetings and to solicit ideas and opinions from faculty and students.

All committees shall include a member of the Faculty Senate in order to promote efficient and effective cooperation with the Faculty Senate and other committees with respect to overlapping and interrelated committee problems. Vacancies which may occur during the academic year shall be filled by the Faculty Senate.

Voluntary participation on committees by part-time faculty will be encouraged, with at least one part-time voting member on all relevant committees.

All committees may have student representation. Administrative and department or division members may be included, and the Dean of Faculty and/or President of the School may suggest to the Faculty Senate the inclusion of administrative personnel whose duties deal with specific Committee concerns.

Members of the committees shall be appointed by the Faculty Senate to terms of three years. Committees shall have five faculty members unless otherwise specified.

Faculty members of each committee shall determine who, besides themselves, is eligible to vote on committee business.

Student members of each committee shall be the appointed representatives from the Student Union.

The Faculty Senate shall also maintain standing committees or special committees which it shall appoint or which it shall have elected to study and present proposals on matters of faculty concern. (See the Faculty Handbook Supplement.)

D. Provost / Senior Vice President of Academic Affairs

The Provost is the Senior Vice President of Academic Affairs of the School and provides leadership and vision for the academic program to support its continued growth and evolution as an international leader in the arts and design. The Provost is responsible for the overall implementation of the School's vision statement and related strategic plan. The Provost reports to the President and is a member of the Academic Steering Committee. The Provost provides leadership in the development, assessment, budgeting and oversight of the academic mission. The Provost works with the Dean of Faculty to support faculty development, to promote faculty productivity, and to formulate recommendations to the President and the Board of Governors regarding tenure and promotion decisions. The Provost manages the School in the President's absence. The Provost ensures that the academic, student affairs, enrollment, and other support functions are integrated and work harmoniously and effectively in support of student learning and development. Toward that end, the Provost will work closely with the Chief Operating Officer. The Dean of Faculty and the Dean of Student Affairs report to the Provost. The Provost attends meetings of the Board of Governors.

The Provost is appointed and may be removed by the Board of Governors of the School and the Art Institute Board of Trustees, in consultation with the President, and in consideration of the recommendations and opinions of the faculty, students and staff of the School.

E. Dean of Faculty / Vice-President of Academic Affairs

The Dean of Faculty/Vice President of Academic Affairs is responsible for effective leadership of the academic program. These duties include but are not limited to oversight of faculty searches, promotions and tenure, curriculum development, department budgets and academic programs. The Dean of Faculty has responsibility and authority for the day-to-day administration of the academic programs, the supervision of academic staff and faculty, and for making executive recommendations regarding the faculty. The Dean of Faculty plays a leadership role in the institution and is expected to provide academic vision and to foster the continued strengthening and evolution of the School as an international leader in the arts and design. The Dean serves as a public representative of the School to the national and international cultural world. The Dean of Faculty is appointed by the Board of Governors of the School and the Art Institute Board of Trustees, in consultation with the President, and in consideration of the recommendations and opinions of the faculty, students and staff of the School.

The Dean of Faculty concurrently serves as Vice President for Academic Affairs, and reports directly to the Provost. The responsibilities

of the Dean as Vice President also include chairing the Academic Steering Committee, working with the Provost, the President, and the Board of Governors on matters related to academic affairs as well as fundraising, and staffing the Academic Affairs Committee of the Board of Governors. The Dean of Faculty represents the faculty and School's academic and curricular initiatives to the Provost, the President and at Board of Governors meetings.

Should the Board of Governors of the School and the Art Institute Board of Trustees decide to dismiss a Dean of Faculty from that position, such action should be taken in awareness of the recommendations and opinions of the faculty. Prior to such action and if requested by two or more of the following faculty representatives, the Board should conduct an advisory referendum of all regular faculty. The faculty representatives aforementioned include the Chair of the Faculty Senate; the faculty representatives-at-large of the Academic Steering Committee; the Chair of Faculty; and the Faculty Liaison.

In consultation with the Academic Steering Committee, the Dean of Faculty may appoint academic staff to assist in carrying out the responsibilities of the Office of the Dean.

F. Division Deans

Each division shall be headed by an appointed Division Dean. The Division Deans are appointed by the Dean of Faculty, subject to the approval of the President and the Board, and in accord with Section 2.D "Searches and Appointments" in the Faculty Handbook. Although their respective duties may change and overlap as new demands arise, the Division Deans' duties relate primarily to the curriculum and schedule, budget and facilities, and counseling students. Deans will sit on tenure reviews and contribute a letter of evaluation for each tenure candidate. Deans represent their divisions on the Academic Steering Committee.

Division Deans are tenured faculty appointed to terms of five years with the possibility of review and reappointment, and may return to the faculty upon completing their terms.

G. Chair of Faculty

The Chair of Faculty will come from the tenured faculty, elected by the faculty to a five year term, and normally will work on campus four days per week. The Chair of Faculty shall establish and oversee programs for faculty development as teachers, as practitioners, and as researchers. The Chair of Faculty shall work with the Deans to develop systems and processes for mentoring all faculty. This shall include the official new faculty orientation as well as promotion and tenure processes, and mentoring of part-time faculty, especially around the promotion process. The Chair of Faculty will sit on the Academic Steering Committee and the Part-Time Concerns Committee.

The Chair of Faculty, assisted by the Faculty Liaison, shall advise department or program search committees and department or program promotion and tenure committees on appropriate deliberation and decision processes, attending key search committee meetings but without a voting role.

The Chair of Faculty, assisted by the Faculty Liaison or other designee, shall attend all department or program review meetings during the first and penultimate (but not tenure) reviews of candidates in the contract and tenure review process. Their role during these meetings is to advise, as needed, on policy and procedure. They will not vote (unless they are members of the department or program review committee) or provide a written evaluation of the candidates, but they may provide an additional view of the department or program meeting to the Dean if the Dean requests it.

The Chair of Faculty shall advise the Faculty Contract and Tenure Review Board at the outset of their work on appropriate deliberation and decision processes, to help ensure consistency, but shall neither attend nor vote at regular FCTRB meetings.

The Chair of Faculty shall assist the Dean and Departments in the determination of part-time promotion opportunities as a whole and in particular departments.

The Chair of Faculty position will entail full course release and additional remuneration.

H. Faculty Liaison

The Faculty Liaison will come from the tenured faculty, elected by the faculty to a four-year term. Working with the Chair of Faculty, the Elected Faculty Liaison will facilitate relations between the faculty and the Dean's and President's Office, providing information and support for faculty issues and questions. The Faculty Liaison will sit on the Part-Time Concerns Committee.

The Faculty Liaison may serve as the Dean of Faculty's designee or investigator in cases of conflict between faculty members and other faculty, staff, and students. The Faculty Liaison will complete and maintain training in investigation in Title IX, VAWA, and other

federally mandated programs. The Faculty Liaison will provide support and training to the Grievance Committee.

The Faculty Liaison will, as their other duties permit, work with the Chair of Faculty on policy or faculty development projects initiated by the Chair or the Dean. The Faculty Liaison position will entail full course release and additional remuneration.

I. Academic Steering Committee

The Academic Steering Committee shall have principal responsibility for assuring faculty involvement in formulation of School policy. This committee shall determine its own rules and procedures, and meet frequently at scheduled times to evaluate and, as appropriate, initiate proposals which have significant budgetary or curricular implications or which are germane to the School's mission and character. Voting members of the committee shall include the Provost (Chair); the Dean of Faculty; the Vice President of Planning, Administration, and Finance; the Division Deans; the Dean of Students; the Chair of Faculty, the Chair of the Faculty Senate, and two elected faculty Representatives-at-Large. Administrative representatives should serve a minimum of one year, and may continue indefinitely at the discretion of the Dean of Faculty.

The full-time Representative-at-Large shall come from the tenured faculty. The elected part-time Representative-at-Large shall come from the adjunct faculty. Each shall serve two-year terms, shall receive compensation or release time equivalent to one course each semester, and shall serve as a representative on the Part-time Faculty Concerns Committee. Representatives-at-Large shall share with other faculty representatives responsibility for soliciting faculty opinion on issues under consideration and for communicating the committee's decisions to the faculty. All policy recommendations made by the Academic Steering Committee shall be presented to the Faculty Senate for its concurrence.

All Faculty Senate policy committees and the Handbook Committee shall report to and be given their charge by the Academic Steering Committee as well as the Faculty Senate. In addition, the Academic Steering Committee will work closely with the School's administrative officers to implement policies established by the committee and the President of the School. No new or revised policy will be implemented and no new programs will be established without thorough discussion in this committee.

J. Department Chairs or Program Heads

Each department and program shall be headed by a Chair or Head. Department Chairs or Program Heads shall usually be selected from among existing tenured faculty at the rank of Assistant Professor or higher. Department Chairs or Program Heads shall be selected by majority vote of full-time non-visiting faculty. Such vote shall normally be binding on the Dean of Faculty, although the Dean of Faculty will reserve the right to object to the nomination, and shall make the final determination if after two ballots no one receives a majority of votes within the department or program or if there are irresolvable differences between the department or program and the Dean of Faculty.

In extremely rare circumstances in which no tenured faculty are available to serve as Chair, non-tenured faculty may be asked to serve in an interim capacity.

Department Chairs or Program Heads are appointed annually by the method herein stated and shall receive one-year contracts. Department Chairs or Program Heads should normally not serve for more than three consecutive years in order to assure a fresh viewpoint and vitality, and to provide an opportunity for more faculty to be aware of and to participate in administrative problems and concerns. Department Chairs or Program Heads shall have release from their teaching assignment commensurate with their department or program responsibilities, and shall receive suitable compensation. The administrative responsibilities of the Department Chairs or Program Heads will vary from department to department or program to program depending on the housekeeping and materials involved; the number of faculty and students; the complexity of programs; and the need for outside contracts.

Department Chairs or Program Heads report to the Dean of Faculty and, as appropriate, to the Division Dean(s) as designated by the Dean of Faculty. They have responsibility for recommending faculty appointments and changes to the Dean of Faculty, after consultation with their faculty. Department Chairs or Program Heads must hold department or program faculty meetings for coordination and communication no less than twice a semester. Meetings should generally include part-time faculty, except when circumstances deem the participation of part-time faculty as inappropriate.

Department Chairs or Program Heads shall be invited to meet with the Faculty Senate and/or the Faculty Senate committees from time to time for purposes of coordination and communication, and may request such meetings if they so desire.

Department Chairs or Program Heads play an important role in the work of a department or program in that they are the contact person for many other parts of the School wishing to communicate with the members of that department. Thus, Department Chairs or Program Heads have the responsibility to act as a conduit of the information they receive, passing it on in a timely way to the other

faculty of their department or program insofar as it could concern or interest them. This is especially important in the instance of deadlines. Furthermore, Department Chairs or Program Heads are usually involved more than other faculty in matters pertaining to the department or program budget; thus, Department Chairs or Program Heads are obligated to ensure that accurate, up-to-date records of expenditures and income are kept and that reports to the other faculty on the budget are made from time to time, or upon request by the faculty.

K. Role of the Faculty Handbook

The Faculty Handbook is a document designed to state the principles of governance and the exercise of responsibilities pertaining to faculty members of the School of the Art Institute of Chicago. The Handbook, with the Handbook Supplement, is therefore intended to provide information to faculty members concerning the organization and governance of the School; the responsibilities, both individual and collective, of faculty members; faculty recruitment, appointment, retention, and advancement as professionals; and the rights, benefits, and privileges of faculty members and members of the SAIC community.

1. AMENDING THE FACULTY HANDBOOK

Substantive recommendations for changes, deletions, or additions in this document must be submitted to the Faculty Handbook Committee of the Faculty Senate. This committee, after study and consultation, will submit in the form of a motion the proposed change, deletion, or addition to the full-time faculty for a vote by means of a paper ballot. When necessary, the committee will recommend an open forum for discussion of the issue prior to the ballot. The motion will carry the final wording of the proposal and will ask for an affirmative, negative, or abstaining vote. The committee will also present for information all pertinent ramifications implicit in the change.

For voting purposes in amending the Faculty Handbook, 2/3 of the entire full-time faculty shall be considered a quorum. The proposal must have a clear 2/3 majority vote of the quorum to be accepted or rejected. If the proposal is not accepted or rejected with a clear 2/3 majority, it will be resubmitted for further study. If the reason for failure to achieve a clear 2/3 majority is a large number of abstentions, voters recording abstentions shall be given the opportunity to address questions for this purpose. After this procedure, the proposal for amendment shall be presented for another ballot as described above.

Non-substantive changes to the language of the Faculty Handbook may be made by the Handbook Committee with approval of the Faculty Senate.

Faculty Handbook amendments are subject to review and approval by the Board of Governors of the Board of Trustees.

2. AMENDING THE FACULTY HANDBOOK SUPPLEMENT

Substantive changes, deletions, or additions to the Faculty Handbook Supplement may be made as in the Faculty Handbook, with the following exceptions:

- There is no quorum requirement.
- The proposal must have a simple majority of the votes cast to be accepted or rejected. If the proposal is not accepted or rejected with a clear majority, the proposal will be resubmitted for further study.

Non-substantive changes to the text of the Faculty Handbook Supplement may be made by the Handbook Committee with approval of the Faculty Senate.

Section 10, which is taken from AAUP Guidelines, may be revised only when AAUP offers new Guidelines.

Faculty Handbook Supplement amendments are subject to review and approval by the Board of Governors of the Board of Trustees.

3. AMENDING THE LEGAL SUPPLEMENT

The Legal Supplement is not subject to amendment by faculty vote. The Board of Trustees, the Officers of the Art Institute of Chicago, or their delegates, in consultation with the Office of the General Counsel, will make changes as needed to the Legal Supplement. Before any substantive amendment is made final, an Officer or designee will present the amendment for review to the Faculty Handbook Committee (which is specifically charged to evaluate it with regard to established AAUP guidelines), the Faculty Senate, and the Board of Governors. All changes to the Legal Supplement will be distributed to the faculty in a timely manner.

4. INTERPRETING THE FACULTY HANDBOOK

In cases where there is a dispute as to the interpretation of any aspect of this document, the Faculty Senate shall request an interpretation from the Faculty Handbook Committee. The Committee will be augmented by two additional voting members: the Chair of the Faculty Senate and the Chair of Faculty. The committee shall seek advice from any appropriate sources, and shall render a decision by a majority vote of at least 2/3. This decision shall be binding on the School until the committee is able to amend the Faculty Handbook or the Faculty Handbook Supplement in such a way as to eliminate the ambiguity.

5. ENFORCING THE FACULTY HANDBOOK

It shall be the responsibility of the Faculty Senate, the President of the School, the Provost, and the Dean of Faculty to adhere to and to enforce all aspects of the Faculty Handbook. A grievance may be brought against any of those entities which contravene the provisions of the Faculty Handbook.

SECTION 5 - LEAVE OF ABSENCE

A. Sabbaticals: Full-time Faculty

Full-time faculty will be eligible for leaves-of-absence with salary (sabbaticals) every seventh year of service, except in the case of a faculty member's first eligibility, which will occur during the eighth year of service. Proposals for the faculty member's plans for work and/or study during the period of the leave must be submitted to the Dean of Faculty by mid-January of the preceding academic year. Proposals will be reviewed by the Dean of Faculty and the Academic Steering Committee, and submitted by the Dean of Faculty to the Board of Governors for their approval.

Sabbaticals are generally taken for one semester at full salary, or for two semesters at 2/3 salary. However, in some cases the Dean of Faculty may be petitioned to grant a full year's sabbatical at more than the expected 2/3 rate, not to exceed full salary, in exchange for summer teaching.

It is the policy of the School that paid leaves-of-absence should play an important role in the maintenance of instructional excellence and professionalism. For this reason, applications for leaves by eligible faculty will normally be approved when a clear relation is established between the faculty member's planned activities for the leave and their teaching role. Applications may, however, be denied in situations of extreme budgetary difficulty. Approval of an application for leave will be accompanied by a written guarantee by the School of continuity of full-time appointment within the appropriate contract category. In return, faculty members agree to return for at least one year of full-time service following a sabbatical.

Individuals will be allowed, within reason, to accelerate or delay utilization of their sabbaticals in order to coincide with outside grants or fellowships or because of pressing personal needs, depending on department or program and budgetary feasibility. A careful adjustment in the scheduling of future sabbaticals will be made in such cases, so as to return the faculty member to their original position in the schedule of sabbatical eligibility.

B. Unpaid Leave

1. FULL-TIME FACULTY

A leave without salary may be granted with written approval from the Dean of Faculty. Such a leave must be requested by the faculty member in writing to the Dean of Faculty and to the appropriate Department Chairs and Program Heads by March 1 of the previous year, under normal circumstances. Any such leave of absence approved by the Dean of Faculty carries the guarantee of continuity of full-time faculty appointment within the appropriate contract category and is to be so stated in writing by the Dean of Faculty.

Reasons for unpaid leaves include professional opportunity and personal emergency. Requests for leaves for professional opportunity should utilize the same criteria as sabbatical leaves, but with an increased burden on the faculty member to articulate the professional benefits that justify departure from the regular sabbatical schedule.

2. PART-TIME FACULTY

A leave without salary may be granted with written approval from the Dean of Faculty. Such a leave must be requested by the faculty member in writing to the Dean of Faculty and to the appropriate Department Chairs and Program Heads by March 1 of the previous year if possible, and in any case, prior to August 1 preceding the academic year in question.

A leave without salary may carry with it the option for the adjunct faculty member to maintain access to their medical and dental benefits providing that said faculty member is taking a leave for one semester only and is under contractual obligation to teach at least one course during the academic year in question. In such instances, the faculty member would agree to be paid for the minimum

course obligation over a twelve-month period. This contractual agreement would carry with it all standard contingency requirements and would be subject to cancellation due to low enrollment. This type of leave agreement is subject to approval by the Dean of Faculty.

C. Contract Progression and Promotion

Progression of contract category and/or promotion in rank cannot take place during a leave of absence of more than one semester's duration. Any such leave shall extend the contract period by a duration equal to the leave.

SECTION 6 – RELEASE FROM CONTRACT

Faculty members wishing to be released from their contractual obligation effective for the coming or current academic year should give a notice in writing to the Dean of Faculty sixty days prior to the date they wish to be released. The Dean of Faculty has the right and obligation to grant or deny this request, in writing, within thirty days from the date the notice was received. (See Section 10 of the Supplement for the AAUP Statement on Procedural Standards in Faculty Dismissal Proceedings.)

SECTION 7 – ACADEMIC DUE PROCESS

A. Faculty Grievance Procedures

The procedures set forth below are intended to provide an objective and fair process to faculty members who wish to grieve certain decisions by the School. In the spirit of academic collegiality, the School encourages attempts to resolve disagreements informally whenever possible. When such a resolution is not possible, a faculty member, whether full- or part-time, may bring a grievance against the School for the reasons set forth in Section 7.1.A following the procedures set forth in this Section 7.

1. SCOPE OF GRIEVANCE PROCEDURES

A. BASES FOR FACULTY GRIEVANCES

The following matters may be the subject of a grievance:

- i. Allegation of a violation of an existing policy by the School that has resulted in or will result in suspension, with or without pay, of the faculty member;
- ii. Allegation of certain matters related to contract renewal and tenure:

For faculty members on tenure track, those matters are limited to an allegation that the denial of contract progression or tenure was based on: (1) a violation of academic freedom; (2) discrimination based on a legally protected status (including race, color, gender, religion, national origin, disability, age, actual or perceived sexual orientation, gender-related identity, marital status, parental status, military or former military status, or any other basis protected by federal, state or local law); and/or (3) significant and material failure to follow contract and tenure review procedures. The substantive decision whether to promote or to grant tenure is not subject to review.

For adjunct faculty members, those matters are limited to an allegation that the decision not to renew a contract was based on: (1) a violation of academic freedom; and/or (2) discrimination based on a legally protected status (including race, color, gender, religion, national origin, disability, age, actual or perceived sexual orientation, gender-related identity, marital status, parental status, military or former military status, or any other basis protected by federal, state or local law); and/or (3) when the decision not to renew was made for reasons of department or program need and/or curricular flexibility, significant and material failure to follow the reconsideration procedures set forth in the Policy and Procedures for Multi-Year Contracts for Adjunct Faculty. The substantive decision whether to renew a contract is not subject to review.

- iii. Allegation of a violation of the SAIC Faculty Handbook Financial Exigency Guidelines in Section 7.D and/or SAIC Faculty Handbook Supplement Financial Exigency Procedures in Section 8.D; provided, however, that the complaint must allege both (1) a significant and material failure to follow the guidelines or procedures; and (2) a particularized injury resulting from such failure to the faculty member making the complaint. The substantive decisions are not subject to review.

B. MATTERS NOT SUBJECT TO GRIEVANCE

The following matters are not subject to grievance:

- i. Dismissal or contract termination that is proceeding, or has proceeded, through the procedures set forth in SAIC Faculty Handbook Supplement, Section 9.C, AAUP Statements on Academic Due Process Procedures;
- ii. Substantive decisions made pursuant to the Financial Exigency Guidelines and Procedures;
- iii. Challenges to the merits or substance of personnel decisions, such as:
the substantive decision whether to grant contract renewal or tenure (as noted above); or
other promotions, salary, benefits, faculty assignments, or other personnel decisions. Such matters should be discussed directly with the Dean of Faculty, whose decision in these matters shall be final.
- iv. Complaints by one faculty member against another faculty member. Such complaints do not come within the scope of these procedures; instead, faculty members are encouraged to resolve such matters directly with the faculty member in question or, when that is not appropriate or workable, to raise such matters to their Department Chair or Program Head, the Faculty Liaison, or the Dean of Faculty.
- v. Complaints by or against staff members or students. Staff members and students may not invoke these procedures, nor may a grievance under these procedures be brought against a staff member or student. If a faculty member has a dispute with a staff member, the faculty member should bring their complaint to the attention of the Vice President for Human Resources, Department of Human Resources. If a faculty member has a dispute with a student, the faculty member should bring their complaint to the attention of the Division Deans or the Vice-President and Dean of Student Affairs, Office of Student Affairs, as appropriate.

2. PRE-GRIEVANCE EFFORTS

A faculty member is expected to make timely and good faith efforts to resolve their complaint through consultation before resorting to these grievance procedures. Among the steps deemed appropriate are: discussing the complaint with the person or persons who appear to be responsible for it; discussing the complaint with the Department Chair or Program Head, the Faculty Liaison, the Division Deans, and the Dean of Faculty. When appropriate, a complaint raised in these discussions may first be referred to the School's Policy Against Discrimination, Harassment and Retaliation or other School policies governing specific types of conduct for review and resolution.

3. GRIEVANCE PROCEDURE

A. FACULTY GRIEVANCE COMMITTEE

The Faculty Grievance Committee shall be composed of six tenured faculty members. Three members shall be appointed by the Faculty Senate and three members shall be appointed by the Academic Steering Committee. Each member is expected to serve a three year term, beginning in the fall term following their appointment. If during their term, a faculty member is unable to serve for any reason (e.g., sabbatical or other extended absence), then the Faculty Senate or the Academic Steering Committee (whichever appointed that faculty member) will appoint another faculty member to fill the vacancy so that the Grievance Committee always has six members. To the extent feasible, the members' terms shall be staggered to ensure continuity. At the beginning of each academic year, the Grievance Committee will choose a chair from among its members.

B. COMPLAINTS, TIME LIMIT AND CONTENTS

A faculty member who is unable to resolve their complaint, despite timely and good faith efforts, may invoke the faculty grievance procedures. A faculty member who initiates a grievance will be referred to in this policy as the "Grievant." A Grievant must submit their complaint in writing to the Chair of the Faculty Grievance Committee within thirty (30) days of the faculty member's first knowledge of the alleged violation. The complaint must set forth in detail the alleged wrong, including the date of the alleged wrong, how the issue falls within the scope of the four categories set forth above in Section 7.1.A, a description of the faculty member's efforts to resolve the matter informally, the relief and/or remedy sought, and any other information or documents which the faculty member deems pertinent. In addition, if the Grievant believes the Chair of the Faculty Grievance Committee has a conflict of interest that would affect their review of the complaint, the Grievant shall include a statement explaining this conflict with the complaint. The person(s) whose actions are complained about in the grievance will be referred to in this policy as the "Respondent(s)".

C. PRELIMINARY ACTION

The Chair of the Faculty Grievance Committee will first address any conflict of interest issue with respect to the Chair raised by the Grievant or of which the Chair is aware. The Chair will consult with the other members of the Committee. The other members of the Committee will determine whether the alleged conflict disqualifies the Chair. If the Committee is not able to make this determination for whatever reason, including unavailability of members or disagreement among them, the Provost shall determine whether the alleged conflict disqualifies the Chair. If the Chair is disqualified, the Committee will follow the procedures in Section 7.3.D(2) to select a

substitute Chair.

The Chair of the Faculty Grievance Committee will consider whether the allegation(s) in the complaint are (i) timely and (ii) based on one of the grounds for a grievance as set forth in Section 7.1.A. The Chair may ask the Grievant to clarify the basis of the complaint. The Chair will advise the Grievant if the complaint, or any particular allegation within the complaint, is untimely or does not allege one of the grounds for a grievance as set forth in Section 7.1.A. The Chair may, in their discretion, extend the thirty (30) day deadline set forth in Section 7.3.B for just and demonstrable cause. Provided that the Chair has determined that a complaint is (or certain allegations within the complaint are) timely and alleges one of the grounds for a grievance as set forth in Section 7.1.A, the Chair shall send a copy of the complaint to the other members of the Faculty Grievance Committee, the Respondent(s), and the Dean of Faculty.

If acceptable to the Grievant and the Respondent(s), the Chair of the Faculty Grievance Committee may attempt to resolve the matter informally without convening a Grievance Panel. Such efforts can take many forms. For example, the Chair might meet with the Grievant and the Respondent(s), either individually or together, to discuss the complaint and possible resolutions of it. Efforts at informal resolution may continue as long as the Chair of the Faculty Grievance Committee believes that the efforts are worthwhile.

Attempts to resolve a complaint informally, however, are not required. At any time, the Grievant or the Respondent(s) may decline to participate in such efforts.

D. GRIEVANCE PANEL

i. Selection Process

If the complaint was not resolved informally, the Chair, in consultation with the other members of the Faculty Grievance Committee, will select three of its members to form a Grievance Panel, taking account of considerations such as previous service on a Grievance Panel, scheduling matters, and conflicts of interest as defined in Section 7.3.D(2) below. Committee members should notify the Chair if they have a conflict of interest as soon as possible after they receive the complaint.

Once the Grievance Panel is selected, the Chair of the Faculty Grievance Committee shall promptly notify the Grievant and the Respondent(s) of the names of the Panel members. Within twenty-four hours of receiving this notice, the Grievant and/or the Respondent(s) shall notify the Chair if they believe that any member of the Grievance Panel has a conflict of interest. The notification shall include the basis of the alleged conflict. The Chair of the Faculty Grievance Committee shall determine whether the alleged conflict disqualifies a member. If a member is disqualified from a particular Grievance Panel, the Faculty Grievance Committee will select a substitute from its remaining members and the process for identifying conflicts set forth above shall be followed for any such additional panel member. This process will continue until there is a Grievance Panel of three members. The Grievance Panel will choose a chair from among its members.

If there are not enough Committee members to form a Panel, taking into account caseload and conflicts of interest, the Chair of the Faculty Grievance Committee may ask Academic Steering Committee to make substitute appointments to the Grievance Panel from the tenured faculty at large.

ii. Conflict of Interest

A faculty member will be considered to have a conflict of interest in the event of a circumstance that would prevent them from being impartial in their review of the complaint. For example, no member of the Faculty Grievance Committee should serve, either as Chair of the Committee or on the Grievance Panel, if they took part in the decision that is being challenged, if their actions are complained about, or if they have relevant information regarding the factual allegations in the complaint. In addition, if a faculty member has a potential conflict of interest with the Grievant or the Respondent(s) (e.g., because of familial, intimate, financial, business or other relationship), they should not serve as the Chair of the Faculty Grievance Committee or on the Grievance Panel.

In the event that the Chair of the Faculty Grievance Committee has a conflict of interest with respect to a particular grievance, the remainder of the Faculty Grievance Committee will select a substitute Chair to perform the Chair's responsibilities for that particular grievance.

E. GRIEVANCE PANEL REVIEW

The Grievance Panel's role is to reach a recommendation for the Dean of Faculty with respect to the complaint. In its discretion, the Grievance Panel may also suggest appropriate redress to the Dean of Faculty. The Grievant shall bear the burden of proving their allegations.

i. Insufficient Merit

At any time, the Grievance Panel may decide that a complaint or any allegation within the complaint does not merit review for reasons that include, but are not limited to: (a) the complaint, or any allegation, is not properly within the scope of the grievance procedures as set forth in Section 7.1.A; (b) the allegation(s), even if substantiated, would not warrant or require remedial action or relief (i.e., even if the alleged violation occurred, it was not significant enough to impact the final decision); (c) there is no credible support for the allegation(s); or (d) the requested relief is beyond the School's control. The Grievance

Panel's determination that the grievance or any allegation(s) do not merit review is final and unreviewable.

ii. Investigation

If the Grievance Panel decides that review is warranted, it may investigate the complaint to the extent that it sees fit and in whatever manner it determines, consistent with any applicable laws, except that it must meet with the Grievant before making its recommendation, absent unusual circumstances. The Grievance Panel may also meet with other individuals, such as the Respondent(s) and any other person who may have information that the Panel deems relevant. The Grievance Panel will establish and inform the parties of any parameters for meetings or written submissions and will set a reasonable schedule for its investigation, ensuring adequate time for any meetings and for parties to prepare any requested materials regarding the grievance.

In the event that the Grievant fails to participate in a timely manner, the Grievance Panel, in its sole discretion, shall determine whether to proceed with its investigation or terminate the process due to the Grievant's abandonment of the grievance.

All who are called to participate by the Grievance Panel are expected to do so absent extenuating circumstances. In addition, it is expected that the Grievance Panel will have access to information that it requests absent any legal consideration or extenuating circumstances.

iii. Recommendation to the Dean of Faculty

Upon completion of its investigation, the Grievance Panel shall present its written recommendation to the Dean of Faculty (or the Provost, see Section 7.3.F. Decision below). For each allegation in the grievance, the Grievance Panel shall provide its recommendation of whether the allegation has merit as well as the basis for its conclusion. In addition, the Grievance Panel may, in its discretion, suggest appropriate redress to the Dean of Faculty. In matters involving contract progression, tenure or financial exigency, the Grievance Panel will not substitute its own judgment on the substantive merits of the matter for the judgment of those who made the original determination. Under such circumstances, if the Panel recommends that an allegation has merit, its recommended redress must be limited to recommending that all or part of the applicable procedures be performed again.

The Grievance Panel shall provide the Grievant and the Respondent(s) with a copy of its written recommendation. If either wishes to respond to the Grievance Panel's recommendation, they may submit a response to the Dean of Faculty within seven (7) business days of that party's receipt of the Grievance Panel's recommendation.

F. DECISION

The Dean of Faculty shall consider the Grievance Panel's recommendation and provide written notification of their decision and the basis for the decision to the Grievant, the Respondent(s), and the Grievance Panel. In reaching this decision, the Dean may undertake any inquiries that they deem appropriate. The Dean shall seek to render their decision as expeditiously as possible under the circumstances.

If the Dean of Faculty made the final decision that is being complained about or they have other specific grounds on which to recuse themselves, then the Provost shall replace the Dean of Faculty in these Grievance Procedures. Further, if the Provost made the final decision that is being complained about or they have other specific grounds on which to recuse themselves, then the President shall replace the Provost in these Grievance Procedures. For the sake of clarity and the avoidance of doubt, the final decision on contract progression or tenure for tenure-track faculty is made by the Board of Governors and the final decision on financial exigency matters is made by the Board of Trustees. The Dean, therefore, need not recuse themselves from grievances regarding the denial of contract progression or tenure of tenure-track faculty or financial exigency matters.

G. APPEAL

The Grievant may request further review by the Provost of the Dean's decision (or if the Provost made the decision, then by the President of the Provost's decision or if the President made the decision, then the appeal will also be to the President) within seven (7) business days of the Grievant's receipt of notice of the decision. Appeals are only permitted to proceed if the written notice of the appeal indicates that there is new information that was not available at the time of the Grievance Panel's investigation. If the notice indicates that there is such new information, the Provost (or the President, as the case may be) may undertake any inquiries that they deem appropriate. Following their examination of the matter, the Provost (or the President) may grant or deny the appeal or take any action that they deem appropriate. The Provost (or the President) will provide written notification of their decision and the basis for the decision to the Grievant, the Respondent(s), and the Grievance Panel. The decision of Provost (or the President) is final.

4. ADDITIONAL ASPECTS OF THE GRIEVANCE PROCESS

A. ACADEMIC RATHER THAN JUDICIAL SETTING

A grievance filed by a faculty member against the School sets in motion a process that will occur in an academic, rather than a judicial,

setting. The Grievance Panel's review shall be private and shall not require application of legal rules, such as rules of evidence or the ability to confront or cross-examine witnesses, that govern a civil or criminal case or other judicial or quasi-judicial proceedings.

B. ADVISOR

The Grievant and the Respondent(s) each may have an advisor to assist them if they wish. The advisor's role can include helping the party prepare their statements (whether written or oral), advising on the procedural aspects of the matter, and being a nonparticipating supporter at any meeting which may occur. Parties to a grievance must speak for themselves and present their own cases; while the party may consult with the advisor, the advisor may not present information or make statements or arguments during any meetings which may occur. Furthermore, the advisor may only be present when the person that they are advising is also present.

If a party intends to bring an advisor to a meeting, then, in advance of the meeting, the party must notify the Chair of the Grievance Panel in writing of the advisor's name, contact information, and whether the advisor is an attorney.

A party may choose to consult with an attorney of their choice at their own expense; however, given the academic and non-judicial setting of this process, legal representation is not required. Furthermore, because attorneys for the School represent the School, rather than any individual, these attorneys are not available to advise the Grievant.

C. TIMING

Review of a grievance shall be as expeditious as possible and should be completed within the academic year, whenever possible. In any case in which a Grievance Panel has not completed its work by the end of the academic year, the Chair of the Grievance Panel will determine whether it is feasible for the Panel to convene in June, July and August. If not, the grievance shall be held in abeyance until the commencement of the fall term.

D. CONFIDENTIALITY

All parties and participants are asked to maintain confidentiality throughout the grievance process. The Faculty Grievance Committee and the Grievance Panel will only disclose information to persons with a legitimate need to know in order to accomplish the responsibilities set forth in these procedures.

E. COMPLAINTS WITH OUTSIDE AGENCIES

When a complaint involving substantially the same circumstances as a grievance filed with the School is subsequently filed with an outside agency, the School may decide to hold the grievance in abeyance pending resolution of that complaint or to dismiss the grievance unless there is clear and convincing information that such review would facilitate resolution of the complaint.

Any complaint that has been filed and resolved by an outside agency cannot then be filed as a grievance with the School.

The Dean of Faculty, in consultation with the Provost, shall make the decisions required under this Section 7.4.E.

F. RECORD OF GRIEVANCE

The School shall maintain a record of each grievance in accord with its record retention policy. The record shall include, at a minimum, the composition of the Grievance Panel; the complaint presented; the Panel's written recommendation to the Dean of Faculty; any responses from the Grievant or Respondent(s); the Dean's (or Provost's) written decision; the appeal, if any; and the Provost's (or President's) written decision.

B. Dismissal Procedures

Commencement of Formal Proceedings for Dismissal follows AAUP guidelines, and may be found in Section 10 of the Supplement.

C. Financial Exigency Guidelines

1. DEFINITION

Financial exigency is defined as a chronic and serious financial emergency within one or more programs or departments, or the entire School, or an imminent financial crisis which threatens the survival of the School as a whole.

2. GUIDELINES

- a. Every alternative to reducing instructional and research programs for budgetary reasons should be vigorously pursued before financial exigency is declared. Financial exigency is a last resort to problems that cannot be alleviated by more positive or less drastic means.
- b. There should be early, careful, and meaningful faculty involvement in decisions relating to the reduction of instructional and

research programs. In making such decisions, financial considerations should not be allowed to obscure the fact that instruction and research constitute the essential reason for the existence of the School.

- c. Given a decision to reduce the overall academic program, it should be the primary responsibility of the faculty to determine where within the program reductions should be made. Before any such determination becomes final, those whose life's work stands to be adversely affected have the right to be heard.
- d. Among the various difficult and often competing considerations that must be taken into account in deciding upon particular reductions, the retention of a viable academic program should necessarily come first. Particular reductions should follow considered advice from the concerned departments or other units of academic concentration, on the short and long-term viability of reduced programs.
- e. The impact of any proposed reductions on the affected programs must be considered in the light of the Equal Employment Opportunity commitment found in Section 1 of this document.
- f. The administration and faculty should be open to negotiating voluntary retrenchment strategies. Possibilities for voluntary reductions in the appropriate school budgets should be fully explored, although the best interest of the School may make some volunteered savings inadvisable. Voluntary retrenchment moves might include, for example, an arrangement in some cases for the early retirement of a tenured faculty member, by investing appropriate additional funds into the individual's retirement income, if the faculty member is agreeable. Similarly, a change from full-time to part-time contracts may occasionally be a feature of an acceptable settlement, if agreeable to the faculty involved. The option of reducing the teaching load and salary of full-time tenured faculty to two-thirds time without disturbing their full-time status may be involved. Such changes should not be regarded as an alternative to the protections set forth herein and in the Faculty Handbook Supplement.
- g. In those cases where there is no realistic choice other than to terminate the services of a faculty member, the granting of assistance to aid in the transition to a new situation should have high financial priority. Although adjunct faculty on two and three-year contracts and faculty on the tenure track should be helped as well, such assistance is especially important in the case of tenured faculty.
- h. Judgements determining where within the overall academic program termination of appointments may occur involve considerations of educational policy and should therefore be the primary responsibility of the faculty in determining the criteria for identifying individuals whose appointments are to be terminated.
- i. Termination of any appointment with continuous tenure, or of probationary or special appointments before the end of their specified terms, may occur under the extraordinary circumstances created by financial exigency.
- j. Faculty Handbook Grievance Procedures as outlined in Section 7A of the Faculty Handbook and AAUP principles as outlined in Section 10 of the Faculty Handbook Supplement shall remain in force in the event of a financial exigency.