ACADEMIC DUE PROCESS

Recommended Institutional Regulations on Academic Freedom and Tenure

The Recommended Institutional Regulations on Academic Freedom and Tenure set forth, in language suitable for use by an institution of higher education, rules that derive from the chief provisions and interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure and of the Statement on Procedural Standards in Faculty Dismissal Proceedings. The Recommended Institutional Regulations were first formulated by Committee A on Academic Freedom and Tenure in 1957. A revised and expanded text, approved by Committee A in 1968, reflected the development of Association standards and procedures. Texts with further revisions were approved by Committee A in 1972, in 1976, in 1982, in 1990, in 1998, in 2005, in 2006, in 2009, and in 2013. Three particularly noteworthy changes since the last edition of Policy Documents and Reports are the new definition of "financial exigency" in Regulation 4c, the elimination of a regulation entitled "Termination Because of Physical or Mental Disability," which is further explained in the report "Accommodating Faculty Members Who Have Disabilities," and the addition of Regulation 13 entitled "Part-Time Faculty Appointments."

The current text, adopted by the Council as AAUP policy, is based upon the Association’s continuing experience in evaluating regulations actually in force at particular institutions. It is also based upon further definition of the standards and procedures of the Association over the years. The Association will be glad to assist in interpretation of the regulations or to consult about their incorporation into, or adaptation to, the rules of a particular college or university.

Foreword
These regulations are designed to enable the [named institution] to protect academic freedom and tenure and to ensure academic due process. The principles implicit in these regulations are for the benefit of all who are involved with or are affected by the policies and programs of the institution. A college or university is a marketplace of ideas, and it cannot fulfill its purposes of transmitting, evaluating, and extending knowledge if it requires conformity with any orthodoxy of content and method. In the words of the United States Supreme Court, "Teachers and students must always remain free to inquire, to study and to evaluate, to gain new maturity and understanding; otherwise our civilization will stagnate and die."

1. Statement of Terms of Appointment
   a. The terms and conditions of every appointment to the faculty will be stated or confirmed in writing, and a copy of the appointment document will be supplied to the faculty member. Any subsequent extensions or modifications of an appointment, and any special understandings or any notices incumbent upon either party to provide, will be stated or confirmed in writing, and a copy will be given to the faculty member.

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h. With the exception of special appointments clearly limited to a brief association with the institution, and reappointments of retired faculty members on special conditions, all full-time faculty appointments are of two kinds: (1) probationary appointments; (2) appointments with continuous tenure.

c. Except for faculty members who have tenure status, every person with a teaching or research appointment of any kind will be informed each year in writing of the renewal of the appointment and of all matters relative to eligibility for the acquisition of tenure.

2. Probationary Appointments

a. Probationary appointments may be for one year, or for other stated periods, subject to renewal. The total period of full-time service prior to the acquisition of continuous tenure will not exceed ______ years, including all previous full-time service with the rank of instructor or higher in other institutions of higher learning, except that the probationary period may extend as much as four years, even if the total full-time service in the profession thereby exceeds seven years; the terms of such extension will be stated in writing at the time of initial appointment. Scholarly leave of absence for one year or less will count as part of the probationary period as if it were prior service at another institution, unless the individual and the institution agree in writing to an exception to this provision at the time the leave is granted.

b. The faculty member will be advised, at the time of initial appointment, of the substantive standards and procedures generally employed in decisions affecting renewal and tenure. Any special standards adopted by the faculty member's department or school will also be transmitted. The faculty member will be advised of the time when decisions affecting renewal or tenure are ordinarily made and will be given the opportunity to submit material believed to be helpful in adequate consideration of the faculty member's circumstances.

c. Regardless of the stated term or other provisions of any appointments, written notice that a probationary appointment is not to be renewed will be given to the faculty member in advance of the expiration of the appointment as follows: (1) not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination; (2) not later than December 1 of the second academic year of service if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination; (3) at least twelve months before the expiration of an appointment after two or more years of service at the institution.

d. The institution will normally notify faculty members whose appointments are being renewed of the terms and conditions of their renewals by March 15, but in no case will such information be given later than ______.

e. When a decision not to renew an appointment has been reached, the faculty member involved will be informed of that decision in writing by the body or individual making the decision; the faculty member will be advised upon request of the reasons which contributed to that decision. The faculty member may request reevaluation by the body or individual making the decision.

f. If the faculty member so requests, the reasons given in explanation of the nonrenewal will be confirmed in writing.

g. Insofar as the faculty member alleges that the decision against renewal was based on inadequate consideration, the committee that reviews the faculty member's allegation will determine whether the decision was the result of adequate consideration in terms of the relevant standards of the institution. The review committee will not substitute its judgment on the merits for that of the body or individual that made the decision. If the review committee believes that adequate consideration was not given to the faculty member's qualifications, it will recommend reconsideration by the body or individual that made the decision, indicating the respects in which it believes the consideration may have been inadequate. It will provide copies of its findings to the faculty member, the body or individual that made the decision, and the president or other appropriate administrative officer.

3. Termination of Appointment by Faculty Members

Faculty members may terminate their appointments effective at the end of an academic year,
provided that they give notice in writing at the earliest possible opportunity, but not later than May 15, or thirty days after receiving notification of the terms of appointment for the coming year, whichever date occurs later. Faculty members may properly request a waiver of this requirement of notice in case of hardship or in a situation where they would otherwise be denied substantial professional advancement or other opportunity.

4. Termination of Appointments by the Institution
   a. Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may be effected by the institution only for adequate cause.
   b. If termination takes the form of a dismissal for cause, it will be pursuant to the provisions specified in Regulation 5.

Financial Emergency

   c. (1) Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may occur under extraordinary circumstances because of a demonstrably bona fide financial exigency, i.e., a severe financial crisis that fundamentally compromises the academic integrity of the institution as a whole and that cannot be alleviated by less drastic means.

      [Note: Each institution in adopting regulations on financial exigency will need to decide how to share and allocate the hard judgments and decisions that are necessary in such a crisis.]

      As a first step, there should be an elected faculty governance body, or a body designated by a collective bargaining agreement, that participates in the decision that a condition of financial exigency exists or is imminent and that all feasible alternatives to termination of appointments have been pursued, including expenditure of one-time vacancy or reserve as bridge funding, furloughs, pay cuts, deferred-compensation plans, early-retirement packages, deferral of nonessential capital expenditures, and cuts to noneducational programs and services, including expenses for administration.

      Judgments determining whether within the overall academic program termination of appointments may occur involve considerations of educational policy, including affirmative action, as well as of faculty status, and should therefore be the primary responsibility of the faculty or of an appropriate faculty body. The faculty or an appropriate faculty body should also exercise primary responsibility in determining the criteria for identifying the individuals whose appointments are to be terminated. These criteria may appropriately include considerations of length of service.

      The responsibility for identifying individuals whose appointments are to be terminated should be committed to a person or group designated or approved by the faculty. The allocation of this responsibility may vary according to the size and character of the institution, the extent of the terminations to be made, or other considerations of fairness in judgment. The task of a faculty member given notice of proposed termination of appointment will be governed by the following provisions:

      (2) Before any proposals for program discontinuance on grounds of financial exigency are made, the faculty or an appropriate faculty body will have opportunity to render an assessment in writing of the institution's financial condition.

      [Note: Academic programs cannot be defined at all, or at any stage, programs should be recognized academic units that existed prior to the declaration of financial exigency. The term "program" should designate a related cluster of credit-bearing courses that constitute a coherent body of study within a discipline or set of related disciplines. When feasible, the term should designate a department or similar administrative unit that offers majors and minors.]

      (i) The faculty or an appropriate faculty body will have access to at least five years of audited financial statements, current and follow-up-year budgets, and detailed cash-flow estimates for future years.

      (ii) In order to make informed recommendations about the financial impact of program closures, the faculty or an appropriate faculty body will have access to detailed program, department, and administrative-unit budgets.
(iii) Faculty members in a program being considered for discontinuance because of financial exigency will promptly be informed of this activity in writing and provided at least thirty days in which to respond to it. Tenured, tenure-track, and contingent faculty members will be informed and invited to respond.

(3) If the administration issues notice to a particular faculty member of an intention to terminate the appointment because of financial exigency, the faculty member will have the right to a full hearing before a faculty committee. The hearing need not conform in all respects with a proceeding conducted pursuant to Regulation 5, but the essentials of an on-the-record adjudicative hearing shall be observed. The issues in this hearing may include the following:

(i) The existence and extent of the condition of financial exigency. The burden will rest on the administration to prove the existence and extent of the condition. The findings of a faculty committee in a previous proceeding involving the same issue may be introduced.

(ii) The validity of the educational judgments and the criteria for identification for termination; but the recommendations of a faculty body on these matters will be considered presumptively valid.

(iii) Whether the criteria are being properly applied in the individual case.

(4) If the institution, because of financial exigency, terminates appointments, it will not at the same time make new appointments, except in extraordinary circumstances where a serious distortion in the academic program would otherwise result. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of the academic program would otherwise result.

(5) Before terminating an appointment because of financial exigency, the institution, with faculty participation, will make every effort to place the faculty member concerned in another suitable position within the institution.

(6) In all cases of termination of appointment because of financial exigency, the faculty member concerned will be given notice or assurance salary not less than as prescribed in Regulation 8.

(7) In all cases of termination of appointment because of financial exigency, the place of the faculty member concerned will not be filled by a replacement within a period of three years, unless the released faculty member has been offered reinstatement and at least thirty days in which to accept or decline it.

Discontinuance of Program or Department for Educational Reasons

d. Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may occur as a result of bona fide formal discontinuance of a program or department of instruction. The following standards and procedures will apply.

(1) The decision to discontinue formally a program or department of instruction will be based essentially upon educational considerations, as determined primarily by the faculty as a whole or an appropriate committee thereof.

[Note: "Educational considerations" do not include cyclical or temporary variations in enrollment. They must reflect long-range judgments that the educational mission of the institution as a whole will be enhanced by the discontinuance.]

(2) Faculty members in a program being considered for discontinuance for educational considerations will promptly be informed of this activity in writing and provided at least thirty days in which to respond to it. Tenured, tenure-track, and contingent faculty members will be invited to participate in these deliberations.

[Note: Academic programs cannot be defined ad hoc; at any size programs must be recognized academic units that existed prior to the decision to discontinue them. The term "program" should designate a related cluster of credit-bearing courses that constitute a coherent body of study within a discipline or set of related disciplines. When feasible, the term should be...]

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note a department or similar administrative unit that offers majors and minors.

(3) Before the administration issues notice to a faculty member of its intention to terminate an appointment because of a formal discontinuance of a program or department of instruction, the institution will make every effort to place the faculty member concerned in another suitable position. If placement in another position would be facilitated by a reasonable period of training, including and other aspect for such training will be preferred. If no position is available within the institution, with or without retraining, the faculty member's appointment may be terminated, but only with provision for a severance salary equitably adjusted to the faculty member's length of past and potential service, an amount which may well exceed but not be less than the amount prescribed in Regulation 8.

[Note: When an institution proposes to discontinue a program or department of instruction based essentially on educational considerations, it should plan to bear the costs of retraining, training, or otherwise compensating faculty members adversely affected.]

(4) A faculty member who contests a proposed relocation or termination resulting from a discontinuance has a right to a full hearing before a faculty committee. The hearing need not conform in all respects with a proceeding conducted pursuant to Regulation 5, but the essentials of an on-the-record adjudicative hearing will be observed. The issues in such a hearing may include the institution's failure to satisfy any of the conditions specified in Regulation 4d. In the hearing, a faculty determination that a program or department is to be discontinued will be considered presumptively valid, but the burden of proof on other issues will rest on the administration.

Review

c. In cases of termination of appointment, the governing board will be available for ultimate review.

5. Dismissal Procedures

a. Adequate cause for a dismissal will be related, directly and substantially, to the fitness of faculty members in their professional capacities as teachers or researchers. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

b. Dismissal of a faculty member with continuous tenure, or with a special or probationary appointment before the end of the specified term, will be preceded by (1) discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement; (2) informal inquiry by the duly elected faculty committee (insert name of committee), which may, if it fails to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the president; (3) a statement of charges, framed with reasonable particularity by the president or the president's delegate.

c. A dismissal, as defined in Regulation 5a, will be preceded by a statement of charges and the individual concerned will have the right to be heard initially by the elected faculty hearing committee (insert name of committee). Members deemed themselves disqualified for bias or interest will remove themselves from the case, either at the request of a party or on their own initiative. Each party will have a maximum of two challenges without stated cause.

(1) Pending a final decision by the hearing committee, the faculty member will be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to the faculty member or others is threatened by discontinuance. Before suspending a faculty member, pending an ultimate determination of the faculty member's status through the institution's hearing procedures, the administration will consult with the Faculty Committee on Academic Freedom and Tenure for whatever other advice it may have concerning the propriety, the length, and the other conditions of the suspension. A suspension that is intended to be final is a dismissal and will be treated as such. Salary will continue during the period of the suspension.

(2) The hearing committee may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to (1) simplify the issues,
(ii) effect stipulations of facts.
(iii) provide for the exchange of
documentary or other information, and
(iv) achieve each other appropriate
prehearing objectives as will make the
hearing fair, effective, and expeditious.
(3) Service of notice of hearing with
specific charges in writing will be made
at least twenty days prior to the
hearing. The faculty member may
waive a hearing or may respond to the
charges in writing at any time before
the hearing. If the faculty member
waives a hearing, but denies the
charges or asserts that the charges do
not support a finding of adequate
cause, the hearing tribunal will
evaluate all available evidence and
make recommendation upon the evidence
in the record.
(4) The committee, in consultation with the
president and the faculty member, will
exercise its judgment as to whether the
hearing should be public or private.
(5) During the proceedings the faculty
member will be permitted to have an
academic advisor and counsel of the
faculty member's choice.
(6) At the request of either party or the
hearing committee, a representative of
a responsible faculty educational
organization will be permitted to attend
the proceedings as an observer.
(7) A verbatim record of the hearing or
hearings will be taken, and a copy will
be made available to the faculty member
without cost, at the faculty member's
request.
(8) The burden of proof that adequate cause
exists rests with the institution and will
be satisfied only by clear and convincing
evidence in the record considered as
a whole.
(9) The hearing committee will grant
adjournments to enable either party to
investigate evidence as to which a valid
claim of surprise is made.
(10) The faculty member will be afforded an
opportunity to obtain necessary
witnesses and documentary or other
evidence. The administration will
cooperate with the hearing committee in
securing witnesses and in making
available documentary and other
evidence.
(11) The faculty member and the administra-
tion will have the right to confront and
cross-examine all witnesses. Where the
witnesses cannot or will not appear, but
the committee determines that the
interests of justice require admission of
their statements, the committee will
identify the witnesses, disclose their
statements, and, if possible, provide for
interrogatories.
(12) In the hearing of charges of incompe-
tence, the testimony will include that of
qualified faculty members from this or
other institutions of higher education.
(13) The hearing committee will not be
bound by strict rules of legal evidence
and may admit any evidence which is of
probative value in determining the
issues involved. Every possible effort
will be made to obtain the most reliable
evidence available.
(14) The findings of fact and the decision will
be based solely on the hearing record.
(15) Except for such simple announcements
as may be required, covering the time of
the hearing and similar matters, public
statements and publicity about the case
by either the faculty member or
administrative officers will be avoided as
far as possible until the proceedings
have been completed, including consider-
ation by the governing board of the
institution. The president and the
faculty member will be notified of the
decision in writing and will be given a
copy of the record of the hearing.
(16) If the hearing committee concludes that
adequate cause for dismissal has not
been established by the evidence in the
record, it will so report to the president.
If the president rejects the report, the
president will state the reasons for doing
so in writing, to the hearing committee
and to the faculty member and provide
an opportunity for response before
transmitting the case to the governing
board. If the hearing committee
concludes that adequate cause for a
dismissal has been established, but that
an academic penalty less than dismissal
would be more appropriate, it will so
recommend, with supporting reasons.

6. Action by the Governing Board
If dismissal or other severe sanction is recom-
mended, the president will, on request of the
faculty member, transmit to the governing board
the record of the case. The governing board's
review will be based on the record of the committee.
hearing, and it will provide opportunity for argument, oral or written or both, by the principles at the hearing or by their representatives. The decision of the hearing committee will either be sustained or the proceedings returned to the committee with specific objections. The committee will then reconsider, taking into account the stated objections and receiving new evidence, if necessary. The governing board will make a final decision only after study of the committee's reconsideration.

7. Procedures for Imposition of Sanctions Other Than Dismissal
   a. If the administration believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify imposition of a severe sanction, such as suspension from service for a stated period, the administration may institute a proceeding to impose such a severe sanction; the procedures outlined in Regulation 5 will govern such a proceeding.
   b. If the administration believes that the conduct of a faculty member justifies imposition of a minor sanction, such as a reprimand, it will notify the faculty member of the basis of the proposed sanction and provide the faculty member with an opportunity to persuade the administration that the proposed sanction should not be imposed. A faculty member who believes that a major sanction has been incorrectly imposed under this paragraph, or that a minor sanction has been unjustly imposed, may, pursuant to Regulation 16, petition the faculty grievance committee for such action as may be appropriate.

8. Terminal Salary or Notice
   If the appointment is terminated, the faculty member will receive salary or notice in accordance with the following schedule: at least three months, if the final decision is reached by March 1 (or three months prior to the expiration of the first year of probationary service; at least six months, if the decision is reached by December 31 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service or if the faculty member has tenure.

   This provision for terminal notice or salary need not apply in the event that there has been a finding that the conduct which justified dismissal involved moral turpitude. On the recommendation of the faculty hearing committee or the president, the governing board, in determining what, if any, payments will be made beyond the effective date of dismissal, may take into account the length and quality of service of the faculty member.

9. Academic Freedom and Protection against Discrimination
   a. All members of the faculty, whether tenured or not, are entitled to academic freedom as set forth in the 1960 Statement of Principles on Academic Freedom and Tenure, formulated by the Association of American Colleges and Universities and the American Association of University Professors.
   b. All members of the faculty, whether tenured or not, are entitled to protection against illegal or unconstitutional discrimination by the institution or discrimination on a basis not demonstrably related to the faculty member's professional performance, including but not limited to race, sex, religion, national origin, age, disability, marital status, or sexual orientation.

10. Complaints of Violation of Academic Freedom or of Discrimination
    If a faculty member on probationary or other non-tenured appointment alleges that a decision against reappointment was based significantly on considerations that violate the academic freedom or the governing policies on making appointments without prejudice with respect to race, sex, religion, national origin, age, disability, marital status, or sexual orientation, the allegation will be given preliminary consideration by the [insert name of committee], which will seek to settle the matter by informal methods. The allegation will be accompanied by a statement that the faculty member agrees to the presentation, for the consideration of the faculty committee, of such reasons and evidence as the institution may allege in support of its decision. If the difficulty is unresolved at this stage and if the committee so recommends, the matter will be heard in the manner set forth in Regulations 5 and 6, except that the faculty member making the complaint is responsible for stating the grounds upon which the allegations are based and the burden of proof will rest upon the faculty member. If the faculty member succeeds in establishing a prima facie case, it is incumbent upon those who made the decision against reappointment to come forward
with evidence in support of their decision.
Statistical evidence of improper discrimination
may be used in establishing a prima facie case.

11. Administrative Personnel
The foregoing regulations apply to administrative
personnel who hold academic rank, but only in
their capacity as faculty members. Administrators
who allege that a consideration that violates
academic freedom or governing policies against
improper discrimination, as stated in Regulation
10, significantly contributed to a decision to
terminate their appointment to an administrative
post or not to reappoint them are entitled to the
procedures set forth in Regulation 10.

12. Political Activities of Faculty Members
Faculty members, as citizens, are free to engage in
political activities. Where necessary, leaves of
absence may be given for the duration of an
election campaign or a term of office, on timely
application, and for a reasonable period of time.
The terms of such leave of absence will be set
forth in writing, and the leave will not affect
unfavorably the tenure status of a faculty
member, except that time spent on such leave will
not count as probationary service unless other-
wise agreed to.13

13. Part-Time Faculty Appointments
a. The terms and conditions of every appoint-
ment to a part-time nontenured faculty
position will be stated in writing, including
the length of service. A copy of the
appointment document will be provided
to the part-time faculty member.

b. In a case of dismissal before the end of the
period of appointment, the administration
will set forth cause for the action, and
the faculty member will have the right to a
hearing before a faculty committee.15

c. In a case of nonreappointment, if a part-
time faculty member establishes a prima
facie case, to the satisfaction of a duly
constituted faculty committee, that
considerations that violate academic
freedom or governing policies against
improper discrimination, as stated in
Regulation 10, significantly contributed to
his or her nonreappointment, it is incumbent on
those who made the decision to come
forward with evidence in support of that
decision.

d. After having been reappointed beyond an
initial term, a part-time faculty member
who is subsequently notified of nonreap-
pointment will be advised upon request of
the reasons that contributed to the decision.
Upon the faculty member's further request,
the reasons will be confirmed in writing.
The faculty member will be afforded
opportunity for review of the decision by a
faculty committee.

e. For part-time faculty members who have
served for three or more years within a
span of three years, the following additional
protections of academic due process apply:
(1) Written notice of reappointment or
nonreappointment will be issued no later
than one month before the end of the
existing appointment. If the notice of
reappointment is to be conditioned, for
example, on sufficiency of student
enrollment or on financial consider-
ations, the specific conditions will be
stated with the issuance of the notice.
(2) If the faculty member notified of
nonreappointment alleges that the
decision was based significantly on
considerations that violate academic
freedom or governing policies against
improper discrimination, the allegation
will be subject to review in the manner
set forth in Regulation 10.
(3) When the part-time faculty member is
denied reappointment to an available
assignment (one with substantially
identical responsibilities assigned to
another part-time faculty member with
less service), if the nonreappointed
faculty member alleges that the
decision was based on inadequate
consideration, the allegation will be
subject to review by a faculty body.
If this body, while not providing judgment
on the merits of the decision, finds that
the consideration has been inadequate in
any substantial respects, it will remand
the matter for further consideration
accordingly.16

f. Prior to consideration of reappointment
beyond a seventh year, part-time faculty
members who have taught at least twelve
courses or six terms within those seven
years shall be provided a comprehensive
review with the potential result of (1)
appointment with part-time tenure where
such exists, (2) appointment with part-time
continuing service, or (3) nonreap-
pointment. Those appointed with tenure shall be
afforded the same procedural safeguards as
full-time tenured faculty. Those offered
additional appointment without tenure shall have
continuing appointments and shall not
be replaced by part-time appointees with less service who are assigned substantially identical responsibilities without having been afforded the procedural safeguards associated with dismissal as set forth above in section h.

14. Graduate Student Employees
a. The length, terms, and conditions of every university appointment of a graduate student employee will be stated in writing at the time of the initial appointment. A copy of the appointment document will be supplied to the appointee.

b. The graduate student employee on recurring appointments will be advised at the time of initial appointment of the substantive standards, expectations, and procedures generally employed at the institution in decisions affecting renewal and of any special standards adopted by the graduate student employee’s department or school. The graduate student employee will be advised of the time when decisions affecting renewals are made and will be given the opportunity to submit material believed to be helpful to an adequate consideration of his or her circumstances.

c. In a case of dismissal before the end of the period of an academic or professional appointment, the graduate student employee will be provided with a statement of reasons for the action and will have the right to a pretermination hearing before a duly constituted committee. The hearing need not conform in all respects with the proceeding conducted pursuant to Regulation 5, but the essentials of an on-the-record adjudicative hearing will be observed. In such a hearing, the administration will have the burden of showing adequate cause for dismissal. Adequate cause for a dismissal will be related, directly and substantially, to the fitness of the graduate student employee in his or her professional capacity regarding teaching, research, or other academic duties. Dismissal will not be used to restrain graduate student employees in their exercise of academic freedom or constitutional rights.

d. Written notice of reappointment or nonreappointment will be issued to graduate student academic or professional employees no later than one month before the end of the existing appointment.

e. Graduate student academic or professional employees who are notified of nonreappointment will be advised upon request of the reasons that contributed to the decision. The employee will be afforded the opportunity for review of the decision by a duly constituted committee.

f. In a case of nonreappointment, if a graduate student academic or professional employee establishes a prima facie case for the satisfaction of a duly constituted committee that considerations that violate academic freedom or governing policies against improper discrimination based on race, sex, national origin, age, disability, marital status, or sexual orientation significantly contributed to his or her nonreappointment, it is incumbent on those who made the decision to come forward with evidence in support of that decision.

g. If a graduate student employee who is denied reappointment for an available academic or professional position alleges that the decision was based on inadequate consideration, the allegation will be subject to review by a duly constituted body. If this body, while not providing judgment on the merits of the decision, finds that the consideration has been inadequate in any substantial respect, it will remand the matter, recommending to the department that it assess the merits once again, this time remedying the inadequacy of its prior consideration.

h. Graduate student academic or professional employees will have access to the faculty grievance committee, as specified in Regulation 16.

15. Other Academic Staff
a. In no case will a member of the academic staff who is not otherwise protected by the preceding regulations that relate to dismissal proceedings be dismissed without having been provided with a statement of reasons and an opportunity to be heard before a duly constituted committee. A dismissal is a termination before the end of the period of appointment.

b. With respect to the nonreappointment of a member of such academic staff who establishes a prima facie case to the satisfaction of a duly constituted committee that considerations that violate academic freedom or governing policies against improper discrimination as stated in Regulation 10, significantly contributed to
the nonreappointment, the academic staff member will be given a statement of reasons by those responsible for the nonreappointment and an opportunity to be heard by the committee.

16. Grievance Procedure
If any faculty member alleges cause for grievance in any matter not covered by the procedures described in the foregoing regulations, the faculty member may petition the elected faculty grievance committee (hereinafter the committee) for redress. The petition will set forth in detail the nature of the grievance and will state against whom the grievance is directed. It will contain any factual or other data that the petitioner deems pertinent to the case. Statistical evidence of improper discrimination, including discrimination in salary, may be used in establishing a prima facie case. The committee will decide whether or not the facts merit a detailed investigation; if the faculty member succeeds in establishing a prima facie case, it is incumbent upon those who made the decision to come forward with evidence in support of their decision. Submission of a petition will not automatically entail an investigation or detailed consideration thereof. The committee may seek to bring about a settlement of the issues satisfactory to the parties. If in the opinion of the committee such a settlement is not possible or is not appropriate, the committee will report its findings and recommendations to the petitioner and to the appropriate administrative officer and faculty body, and the petitioner will upon request, be provided an opportunity to present the grievance to them. The grievance committee will consist of three (or some other number) elected members of the faculty. No officer of the administration will serve on the committee.

Note on Implementation
The Recommended Institutional Regulations here presented will require for their implementation a number of structural arrangements and agencies. For example, the Regulations will need support by

1. channels of communication among all the involved components of the institution and between them and a concerned faculty member;
2. definitions of corporate and individual faculty status within the college or university government and of the role of the faculty in decisions relating to academic freedom and tenure and
3. appropriate procedures for the creation and operation of faculty committees, with particular regard to the principles of faculty authority and responsibility.

The forms which these supporting elements assume will of course vary from one institution to another. Consequently, no detailed description of the elements is attempted in these Recommended Institutional Regulations. With respect to the principles involved, guidance will be found in the Association's Statement on Government of Colleges and Universities.

Notes
1. Under the 1960 "Statement of Principles on Academic Freedom and Tenure," this period may not exceed seven years. However, the Association's 2001 "Statement of Principles on Family Responsibilities and Academic Work" (AAUP Policy Documents and Reports, 11th ed., Baltimore: Johns Hopkins University Press, 2013), 339–46) provides that "a faculty member be entitled to stop the clock or exceed the probationary period, with or without taking a full or partial leave of absence, if the faculty member (whether male or female) is a primary caregiver of newborn or newly adopted children," that "institutions allow the tenure clock to be recocked for up to one year for each child and... that faculty be allowed to stop the clock only twice, resulting in no more than two two-year extensions of the probationary period."
2. The exception here noted applies only to an institution where the maximum probationary period exceeds four years.
3. April 15 is the recommended date.
4. This committee, which can be the grievance committee noted in Regulation 16, is to be an elected faculty body. Similarly, the members of the committees noted in Regulations 4(3), 4(5), 10, and 13 are to be elected. A committee of faculty members appointed by an elected faculty body can substitute for a committee that is elected directly.
5. See "The Role of the Faculty in Conditions of Financial Exigency," Policy Documents and Reports, 297–98. The definition of "financial exigency" offered in that report and adopted here is intended to be more responsive to actual institutional conditions and extends the standard of exigency to situations not covered by Committee A's previous definition.
6. See "The Role of the Faculty in Budgetary and Salary Matters," Policy Documents and Reports, 209–21, especially the following passage:

The faculty should participate in both the preparation of the total institutional budget and (within the framework of the total budget) in decisions relevant to the further appropriating of its specific fiscal division (faculty, academic programs, tuition, physical plant and grounds, and so on). The soundness of resulting decisions should be enhanced if an elected representative committee of the faculty participates in deciding on the overall allocation of institutional resources and the proportion...
to be devoted directly to the academic program. This committee should be given access to all information that is required to perform its task effectively, and it should have the opportunity to confer periodically with representatives of the administration and governing board.

Circumstances of financial exigency decisively pose special problems. Institutions experiencing major threats to their continued financial support, the faculty should be informed as early and specifically as possible of significant impending financial difficulties. The faculty—although substantial representation from its members may not be its regular members, since it is in the interest of the college or professional school, and institution-wide to be in decisions as to the future of the institution and of specific academic programs within the institution. The faculty, relying on accepted standards of due process, should assume primary responsibility for determining the status of individual faculty members.

7. See "Statement on Government of Colleges and Universities," Policy Documents and Reports, 117-5, especially the following passage: "Academic and professional matters are primarily a faculty responsibility: this area includes appointments, reappointments, dismissals, reappointments, promotions, the granting of tenure, and dismissal. The primary responsibility of the faculty for such matters is based upon the fact that its judgments are central to the educational policy." 8. When discontinuance of a program or department is mandated by financial exigency of the institution, the standards of Regulation 7c above will apply.

9. For cause relating to physical or mental disability, see "Accommodating Faculty Members Who Have Disabilities," Policy Documents and Reports, 576-78.

10. This committee should not be the same as the committee referred to in Regulation 7c(2). 11. Regulations of the institution should provide for alternatives for some other method of fulfilling vacancies on the tenure committee resulting from disqualification, challenge, without cause, illness, resignation, or other reason.

12. For renewable term appointments, see "The University's Standards for Notice of Nontenure of All Full-Time Faculty on Renewable Term Appointments," Academic 81 (September-October 1955): 31-34, which states:

While academic institutions commonly adhere to the University's Standards for Notice of Nontenure of All Full-Time Faculty Appointments with respect to faculty appointments that they recognize as by no means, in many cases they have not considered these standards to be applicable to these full-time faculty members whose review under non-tenure-track appointments has involved more than "a trial association with the institution" and who continue to serve on annual appointments that are indefinitely renewable, at the discretion of the administration. Typically, although the terms of their appointments may stipulate that they are for one year only, the faculty members are given reasons to expect that, as long as they perform creditably and as long as enough courses remain available, the appointments will be renewed. Frequently, however, at the end of an academic year, these individuals are suddenly notified that their appointments are not in fact being renewed for the following year. Despite what may have been an extended period of service to the institution, the faculty members are not viewed as entitled to the notice of nonrenewal that would be given to colleagues who hold appointments designated as probationary.

Committee A considers all full-time faculty members holding renewable term appointments, whether they are tenured or probationary for tenure and who have the protections of the academic due process which are provided in Regulations 2, 3, 4, 5, 6, 7, and 8. It does apply to all other faculty members whose appointments are less than full-time, whether they are tenured or probationary for tenure and who have the protections of academic due process which are provided in Regulations 2, 3, 4, 5, 6, 7, and 8. It does apply to all other faculty members whose appointments are less than full-time, whatever their rank or status, to be entitled to notice of nonrenewal or as called for in the Association's recommended standards. We do not view it as necessary, or indeed as equitable, to deprive full-time "non-tenure-track" faculty members of the safeguards that the standards for tenure are intended to provide.


14. This regulation does not apply to faculty members with reduced loads who are tenured or probationary for tenure and who have the protections of the academic due process which are provided in Regulations 2, 3, 4, 5, 6, 7, and 8.

15. As stated in Regulation 5a: "Adequate cause for a dismissal will be related, directly and substantially, to the interests of faculty members in their professional capacities as teachers or researchers. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens."

16. See "Statement on Procedural Standards in the Renewal or Nonrenewal of Faculty Appointments," Policy Documents and Reports, 96-98, especially the following passage:

It is easier in some what the word "adequate consideration," does not mean in detail what it does. It does not mean that the review committee should substitute its own judgment for that of members of the department or the merits of the candidate should be recognized as given source. The continuous judgment of the candidate's departmental colleagues must prevail if the irrevocable tradition of departmental autonomy in professional judgments is to prevail. The term "adequate consideration" refers essentially to procedural rather than to substantive issues. Was the decision conscientiously arrived at? Was all available evidence bearing on the relevant performance of the candidate sought out and considered? Was there adequate deliberation by the department over the impact of the evidence in the light of the relevant standards? Were irrelevant and improper standards excluded from consideration? Was the decision a bona fide exercise of professional judgment? These are the kinds of questions suggested by the standard "adequate consideration."
16. According to the Association's "Statement on Collective Bargaining" (Policy Documents and Reports, 373-245), "participation in a strike or other work action does not by itself constitute grounds for dismissal or nonreappointment or for imposing other sanctions against faculty members."

18. For comment on the term "adequate consideration," see note 36, supra.

20. Nonreappointment conditioned on inadequate academic performance as a graduate student may be reviewed in the manner provided in Committee A's statement "The Assignment of Course Grades and Student Appeals." In Policy Documents and Reports, 29-30.

21. Each institution should define with particularity who are members of the academic staff.