

# FACULTY HANDBOOK

*Policies, Procedures, and Information  
for the Faculty of Loyola University Chicago*



*Preparing people to lead extraordinary lives*



LOYOLA UNIVERSITY OF CHICAGO

# **FACULTY HANDBOOK**

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for the Faculty of Loyola University Chicago*

Approved by the Board of Trustees on February 27, 2015

# TABLE OF CONTENTS

Foreword..... 10

Introduction from the Academic Officers..... 12

## CHAPTER 1

A. Our Promise, Our Mission, Our Vision..... 14

B. Loyola University of Chicago - Past and Present ..... 15

## CHAPTER 2

A. Academic Organization and Administration..... 16

- 1. The Board of Trustees
- 2. The President
- 3. The Senior Academic Officers

B. School and Departmental Administration ..... 18

- 1. Deans
- 2. Departmental Chairpersons
- 3. Other Academic Organization and Leadership Roles: Affinity Groups, Centers, Institutes and Programs

## CHAPTER 3

SHARED GOVERNANCE AND FACULTY COMMITTEES..... 23

A. University Senate ..... 23

B. Faculty Council..... 23

C. University Rank and Tenure Committee ..... 23

D. Faculty Development Review Committee ..... 24

E. Faculty Appeals Committee ..... 24

## CHAPTER 4

<b>THE FACULTY .....</b>	<b>25</b>
<b>A. Tenured and Tenure-Track Faculty: Appointments and Titles .....</b>	<b>25</b>
1. Standard Faculty Titles	
a. Assistant Professor	
b. Associate Professor	
c. Professor	
2. Joint Appointments – Tenured and Tenure-Track	
3. Graduate Faculty (Full and Associate)	
4. Endowed Chairs and Professorships	
5. University Professors	
<b>B. Non-Tenure-Track Faculty: Appointments and Titles .....</b>	<b>28</b>
1. Full-time Renewable Lab Instructors, Instructors, Lecturers and Clinical Faculty	
2. Research Faculty	
3. Joint Appointments – Non-Tenure-Track	
<b>C. Faculty with Special Appointments .....</b>	<b>30</b>
1. Part-time Faculty	
2. Library Faculty Appointments	
3. Terminal Year Appointments	
4. Temporary Faculty Appointments	
5. Contributed Service Faculty Appointments	
6. Arrupe College Faculty Appointments	
<b>D. Faculty with Courtesy and Honorific Appointments .....</b>	<b>32</b>
1. Visiting Faculty Appointments	
2. Courtesy and Affiliate Appointments	
3. Coterminous Faculty	
4. Emeritus Appointments	

## CHAPTER 5

<b>ACADEMIC RIGHTS, DUTIES AND RESPONSIBILITIES OF FACULTY .....</b>	<b>34</b>
<b>A. Academic Freedom .....</b>	<b>34</b>
<b>B. Academic Duties and Responsibilities of Faculty .....</b>	<b>34</b>
1. Teaching	
2. Research/Scholarship	
3. Professional Practice Faculty	
4. Service to Loyola	
5. Educational Advising of Students	
6. Compliance with Laws and Policies	
<b>C. Other Duties and Responsibilities of Faculty .....</b>	<b>37</b>
1. Professional Conduct	
2. Conflict of Interest	
3. Use of Computing and Information Technology Resources	
4. Security	
5. Business, Entertainment and Travel Expenses	
6. Contract Policy	
<b>D. Research and Scholarship Policies and Procedures .....</b>	<b>39</b>
1. Intellectual Property	
2. Research Compliance	
3. Conflicts of Interest in Externally Funded Projects	
4. Misconduct in Scholarship	
<b>E. Student Matters .....</b>	<b>40</b>
1. General	
2. Students with Disabilities	
3. Confidentiality of Student Records	
4. Faculty/Student Relationships	
<b>F. Use of Faculty Titles and Resources of Loyola .....</b>	<b>42</b>
<b>G. Compensation .....</b>	<b>42</b>
1. Salary/Pay Periods	
2. Summer Courses	
3. Overload Pay	

<b>H. Evaluation of Faculty Performance</b> .....	<b>43</b>
1. Annual Evaluation	
2. Mid-Probationary Review	
<b>I. Promotion and Tenure</b> .....	<b>45</b>
1. Promotion and Tenure Criteria and Guidelines	
2. Promotion and Tenure Procedures	
3. Timing of Promotion/Tenure and Extension of Probationary Period for Tenure	
a. Timing of Promotion/Tenure Decisions	
b. Provision for the Extension of Probationary Period for Tenure	
4. Reconsideration	

## **CHAPTER 6**

<b>FACULTY DEVELOPMENT OPPORTUNITIES, OBLIGATIONS AND BENEFITS</b> .....	<b>49</b>
<b>A. Leaves of Absence and Research Awards</b> .....	<b>49</b>
1. Faculty Development Leave Program	
a. Paid Leaves	
b. Subvented Leaves (Leaves of Absence with Partial Pay)	
2. Summer Research Stipend Program	
3. Probationary Faculty Development Grants	
4. Internal Fellowships	
5. Unpaid Leaves	
6. Family and Medical Leave Act	
7. Extensions of Leaves of Absence	
<b>B. Non-Loyola Activities</b> .....	<b>52</b>
1. Outside Employment	
2. Professional Consulting	
<b>C. Benefits</b> .....	<b>53</b>
<b>D. Services</b> .....	<b>54</b>
1. Identification Cards	
2. Library Privileges	

## CHAPTER 7

<b>FACULTY CONDUCT AND DISCIPLINE .....</b>	<b>55</b>
<b>A. Faculty Conduct.....</b>	<b>55</b>
<b>B. Discipline/Disciplinary Process.....</b>	<b>55</b>
<b>C. Separation and Termination .....</b>	<b>56</b>
1. Resignation or Retirement	
2. Non-Reappointment of Full-Time Non-Tenured Faculty	
a. Reasons for Non-Reappointment	
b. Procedures for Non-Reappointment	
c. Notice of Non-Reappointment	
3. Non-Reappointment of Other Faculty	
a. Librarians and Archivists	
b. Research Faculty	
c. Visiting Faculty/Temporary Faculty/Coterminous Faculty/ Part-Time Faculty/Terminal Year Faculty/Contributed Service Faculty/Arrupe College Faculty	
4. Significance of Tenure and Termination of Tenured Faculty for Financial Exigency or Program Closure	
5. Termination of Tenured and Non-Tenured Faculty for Cause	
<b>D. Faculty Grievance Procedure.....</b>	<b>59</b>
<b>E. Faculty Appeals Procedure.....</b>	<b>59</b>
1. Issues Subject to this Faculty Appeals Procedure	
2. The Appeal	
3. Purpose of the Faculty Appeals Committee/Disposition of the Appeal	
4. Membership of the Faculty Appeals Committee	
5. Resolution of the Appeal	
6. Duties of the Chair	
7. Proceedings of the Committee	
8. Assistance	
9. Evidence	
10. Other Persons Invited to Give Testimony	
11. Mutual Respect	



**CHAPTER 8**

**NON-DISCRIMINATION POLICY ..... 64**

**CHAPTER 9**

**AMENDMENTS AND APPROVALS ..... 65**

# FOREWORD

I AM PLEASED TO SHARE THIS 9TH EDITION of the Loyola University Chicago Faculty Handbook with you.

In the six years since we published the previous edition of this Handbook, our University has grown in size and complexity. Loyola University Chicago is now one of the largest of the country's Jesuit universities, boasting nearly 16,000 students. We have expanded distance learning to include satellite academic centers in Vernon Hills and Woodstock and have launched over 30 online and blended degree programs. We have implemented a new model of shared governance with a University Senate as the locus for faculty, staff, administrators, and students to discuss important issues and develop policies for the university community.

In our classrooms and on our campuses, Loyola has re-committed itself to providing a premier education and experience for all our students. Cuneo Hall, a gold-LEED certified classroom building opened in 2012 at the Lake Shore campus. In 2013 we opened the new Institute of Environmental Sustainability, with classrooms, laboratories, and living spaces to support our commitment to building a sustainable world. In 2014 we completed the five year Reimagine Campaign to open new student life, residence halls, fitness and Athletic facilities to support student development and an enriched campus life. We are enhancing our investment in the professional schools, reflected in the Schreiber Center that will become home to the Quinlan School of Business in 2015 and the Center for Translation Research and Education that will advance health sciences research when it opens in 2016. And we will embark on two new academic enterprises in 2015-16—Arrupe College, providing the first associate level degree programs in our history, and Engineering Sciences, addressing the growing demand for engineering and technology programs.

At the same time that this Handbook revision was finalized, the University community was engaged in a conversation regarding our strategic planning priorities for 2015-2020. Faculty, staff, administrators, trustees, and students met over the course of two years to determine how best to build upon the accomplishments of the University's 2009-2014 plan and to develop an aspirational plan to act more for social justice. This plan, adopted by the University's Board of Trustees in June 2015, is, first and foremost, an academic plan that leverages the university's many assets to *build a more just, humane, and sustainable world*. It will serve as a roadmap for our collaborative efforts as we head toward the university's sesquicentennial in 2020.

The education we seek to provide is rooted in our Jesuit, Catholic heritage and our belief that faith, knowledge and the promotion of justice, are intrinsically related. We believe that faith and reason can—and should—work in tandem. This transformative education is detailed in the document *Transformative Education in the Jesuit Tradition (2nd ed., 2015)*.

There are many people who deserve thanks for their contributions to the revised Handbook. I want to recognize here the efforts of Dr. David Prasse, Vice Provost; Dr. Noah Sobe, Chair of the University Senate; Members of the Faculty Council; Dr. Bev Kasper, Assistant Provost for Faculty Affairs; and Pamela Costas, General Counsel, for their hard work in making this book a reality. Our educational mission is at the heart of our enterprise as a University. It is our good fortune to have the excellent and committed faculty that we do here at Loyola University Chicago. Together, we can prepare men and women to lead extraordinary lives.

A handwritten signature in black ink, reading "John P. Pelissero". The signature is written in a cursive style with a large, looping initial "J".

**John P. Pelissero, PhD**

*Interim President, Loyola University of Chicago*

# INTRODUCTION

THIS REVISED FACULTY HANDBOOK RESULTS from collaboration among university administrators, the University Senate (Faculty Committee), Faculty Council, and members of the Office of General Counsel for Loyola University. Since adoption of the last Faculty Handbook (2009) significant changes at the University prompted the need to update the Handbook. Among these changes are the creation of Arrupe College and the revamping of our shared governance system from University Policy Committees, to a University Senate.

As a contract between the University and its various faculty, it is important that the Handbook balance a variety of legitimate needs and expectations. In the spirit of shared governance, that balance was achieved through sustained conversation rooted in good will, careful listening, and hard work.

This Handbook represents important advances over previous editions:


- It includes the establishment of Arrupe College approved by the University Board of Trustees in 2014 as a two-year college for those facing significant financial and academic challenges.
- The Handbook incorporates the significant structural and functional changes made to the University shared governance system replacing the University Policy Committees (UPC's) with a University Senate.
- It recognizes the variety of faculty roles at both the Lakeside and Health Sciences Division. It is attentive to the various titles used on each campus but provides a consistent nomenclature in order to facilitate communication among all units of the University at a time when greater collaboration is critical to growth.
- It incorporates changes to promotion and tenure guidelines approved by the Board of Trustees in 2010 that were included in the 2009 Handbook as *Addenda*.
- Finally, the procedures that govern the consideration, approval and publication of the Handbook amendments and revisions are clearly articulated and reflect the changes to the University shared governance system and permit the automatic updating of Web site links appearing in the Handbook.

With our full support, the support of the President, and the support of the Faculty Committee of the University Senate, this revised Handbook was submitted to Loyola University Chicago's Board of Trustees and approved at their meeting on February 27, 2015.

We are pleased to promulgate and implement the Faculty Handbook, Loyola University of Chicago, 2015.



**Samuel Attoh, PhD**  
*Interim Provost*



**Margaret F. Callahan, PhD**  
*Provost, Health Sciences Division*

# CHAPTER 1

## A. OUR PROMISE, OUR MISSION, OUR VISION

### Our Promise

Preparing People to Lead Extraordinary Lives.

### Our Mission

We are Chicago's Jesuit Catholic University — a diverse community seeking God in all things and working to expand knowledge in the service of humanity through learning, justice and faith.

### Our Vision

Loyola University Chicago will be the school of choice for those who wish to seek new knowledge in the service of humanity in a world-renowned urban center as members of a diverse learning community that values freedom of inquiry, the pursuit of truth, and care for others.

Our Jesuit Catholic tradition of excellence in education helps us to recognize extraordinary lives by looking for evidence of the following characteristics:

- **Commitment to excellence:** Applying well-learned lessons and skills to achieve new ideas, better solutions, and vital answers.
- **Faith in God and the religious experience:** Promoting well-formed and strongly held beliefs in one's faith tradition to deepen others' relationships with God.
- **Service that promotes justice:** Using our learning and leadership in open-handed and generous ways to ensure freedom of inquiry, the pursuit of truth, and care for others.
- **Values-based leadership:** Ensuring a consistent focus on personal integrity, ethical behavior in business and in all professions, and the appropriate balance of justice and compassion.
- **Global awareness:** Demonstrating an understanding that the world's people and societies are interrelated and interdependent.

## **B. LOYOLA UNIVERSITY OF CHICAGO – PAST AND PRESENT**

LOYOLA UNIVERSITY OF CHICAGO IS NAMED IN HONOR of St. Ignatius of Loyola, the founder of the Society of Jesus, who described the purpose of Jesuit schools and colleges as linking rigorous academic excellence with practical and humane learning. In keeping with that vision, a Jesuit priest named Arnold Damen, S.J. founded St. Ignatius College in 1870 on Chicago's West Side. As its first president, Father Damen welcomed a faculty of four priests and thirty-seven students. A year later, St. Ignatius College survived the Great Chicago Fire of 1871 that gutted most of Chicago, even though the fire started only blocks away. St. Ignatius College continued to thrive through the end of the nineteenth century. In the first decade of the twentieth century, St. Ignatius College added to its liberal arts program a law school and medical school and outgrew the "college" in its name. It became Loyola University in 1909, and then Loyola University of Chicago in 1970.

Loyola currently operates three campuses in the Chicago metropolitan area. In 1906, the Lake Shore Campus was established on the shores of Lake Michigan, on Chicago's North Side. With the acquisition of the Lewis Towers building in 1946, Loyola opened its Water Tower Campus near Chicago's Magnificent Mile. In 1969, Loyola opened a west suburban campus for its health related programs, which is referred to in this Faculty Handbook as the Health Sciences Campus. In 1991, Loyola entered into an affiliation agreement with Mundelein College, an adjacent neighbor to Loyola's Lake Shore Campus, pursuant to which Mundelein conveyed its 7.7 acre campus to Loyola. Loyola has also operated a campus in Rome, Italy since 1962.

The University has over 2,000 full-time and part-time faculty and educates more than 15,000 students. It offers programs in a variety of disciplines through its eleven schools and colleges: the College of Arts and Sciences (founded in 1870), the School of Law (1908), the Stritch School of Medicine (1909), the School of Social Work (1914), the School of Continuing and Professional Studies (formerly named University College) (1914), the Graduate School (1915), the Quinlan School of Business (1922), the Marcella Niehoff School of Nursing (1935), the School of Education (1969), the School of Communication (2008), and Arrupe College (2014). In 2014, the University's Board of Trustees approved the establishment and operation of Arrupe College as a school or college of the University in order to provide a greater opportunity to students who have significant financial and academic challenges in attending a four-year college or university. Arrupe College will be operated as a two-year college which confers associates degrees.

# CHAPTER 2

## A. ACADEMIC ORGANIZATION AND ADMINISTRATION

### 1. The Board of Trustees

The Board of Trustees manages the affairs of Loyola University of Chicago (“Loyola” or the “University”), including the election of the President and all vice presidents and other officers. The Board approves the budget and all major financial transactions, the University’s strategic plans, and all major acquisitions and disposals of capital assets. It is composed of up to 50 members, made up of both Jesuit and lay colleagues. Trustees ordinarily serve a term of three years. The Board of Trustees holds regular meetings four times a year. In the intervals between the meetings of the Board, the Executive Committee of the Board of Trustees may exercise the powers of the Board in the management of Loyola, with certain exceptions. In addition to the Executive Committee, the Board of Trustees has also established committees charged with making recommendations to the Board of Trustees in the following areas: Academic, Academic Health Sciences, Advancement, Audit, Facilities and Capital Assets, Finance, Governance and Trusteeship, Investment Policy, Jesuit and Catholic Identity and Student Development and Success. These committees make use of the officers, regents, faculty, staff, students, and others as resources for their work. Through its committees, the Board exercises its oversight responsibilities.

The Chairperson of the Board is elected from among the membership of the Board of Trustees and presides at all meetings of the Board of Trustees. With the approval of the Board of Trustees, the Chairperson appoints all members of the Committees of the Board, except the Executive Committee, whose members are appointed by the Board of Trustees.

### 2. The President

The President is the chief executive officer of Loyola and serves at the pleasure of the Board. The President is an *ex officio* member of the Board of Trustees. The President supervises and controls all of the business and academic affairs of Loyola, except those otherwise delegated by or reserved to the Board of Trustees. Among the President’s powers and responsibilities, which may be delegated, are the following:



1. Develop and enforce corporate rules and regulations;
2. Appoint, remove, and establish the duties and responsibilities of executive and administrative officers of the various schools/colleges and other components of Loyola;
3. Approve or disapprove the policies and procedures of all executive and administrative officers and administrative committees, boards or councils;
4. Appoint and dismiss faculty members in accordance with established policies and procedures;
5. Communicate to and report from the Board of Trustees in intra-University affairs;
6. Prepare regular reports on Loyola and the President's office for the Board of Trustees and the University community; and
7. Exercise final authority on tenure and promotion decisions.

### **3. The Senior Academic Officers**

The Provost and the chief academic officer for the Health Sciences Division are referred to in this Faculty Handbook as the "Senior Academic Officers." The Senior Academic Officers report to the President of the University and work in partnership with the deans, vice presidents, faculty, staff and others in the University community to achieve the University's mission. The Senior Academic Officers prepare and administer the academic and academic support budgets of the University and are responsible for advocating and achieving the interests of the University while collaborating with others. In consultation with the President, the Senior Academic Officers approve promotion and tenure recommendations, offer all faculty contracts and renewals, and make decisions on faculty terminations. The Senior Academic Officers provide leadership in strategic planning for the academic enterprise consistent with Loyola's shared governance system, encourage faculty in their quest for excellence in teaching, research/scholarship, professional practice (if applicable) and service to the University and larger community, and oversee curriculum development, faculty recruitment and faculty-student relations. The Senior Academic Officers also have responsibility for identifying new sources of revenue to support existing programs as well as creating new programs which promote and advance the University's mission.

## B. SCHOOL AND DEPARTMENTAL ADMINISTRATION

### 1. Deans

The deans are the chief executives and administrators for their respective schools or colleges, for the University Libraries and for their faculties. The role of the deans is to provide leadership within their schools or colleges. They are appointed by the President after consultation with the appropriate Senior Academic Officer. Every academic department reports to a departmental chairperson, and every departmental chairperson reports directly to a dean. Affinity groups (which are faculty who manage programs in a manner similar to that of academic departments), centers, institutes and other similar academic programs are referred to in this Faculty Handbook as “other academic units.” These other academic units, and their faculty, report to a director or other supervisor as designated in their letter of appointment and/or annual contract. Such supervisors, to the extent that they are not deans, departmental chairpersons, or Senior Academic Officers, are generally referred to in this Faculty Handbook as “academic supervisors,” and such academic supervisors report to a dean or to another academic supervisor.

Each dean (and academic supervisor who does not report to a dean) is assigned to a Senior Academic Officer. Generally, the deans at the Lakeside Campuses report to the Provost and the deans at the Health Sciences Campus, including the Dean of the School of Nursing, report to the chief academic officer for the Health Sciences Division. References in this Faculty Handbook to a Senior Academic Officer shall generally refer to the Senior Academic Officer for that dean, school, college, or other academic unit. As chief executives, the deans implement policies and regulations in their schools or colleges, and supervise other professional matters, ensuring quality academic programs. In addition, in the professional schools and in certain departments whose discipline has a professional dimension, the dean shall, where appropriate, seek and monitor compliance with professional standards for accreditation established by appropriate agencies outside Loyola.

The deans annually prepare the proposed budgets for their schools or colleges. In doing so, they may coordinate proposed departmental or other academic unit budgets initially prepared and sent to them by departmental chairpersons and academic supervisors. The deans transmit proposed school or college budgets to the Senior Academic Officer. When the deans receive approved school or college budgets, they convey them to the respective departmental chairpersons and academic supervisors and thereafter supervise the expenditure of the approved funds. The supervision of such expenditures includes the authority to reallocate the approved funds, after

consultation with the departmental chairpersons and academic supervisors affected, from and to the various departments and other academic units as the best interest of the school or college may dictate.

The Graduate School administers a variety of academic programs leading to Ph.D., M.A., and M.Sc. degrees, and reports to both Senior Academic Officers. However, some practice-based and clinical-based professional programs originate in professional schools or departments of Loyola and are under the jurisdiction of the deans of those schools.

Deans have the obligation to consult with and to inform their departmental chairpersons, program directors, academic supervisors, and faculty on all major matters of policy within their school/college. They are empowered to call meetings of the departmental chairpersons, academic supervisors and faculty in their school or college, to appoint intra-school or intra-college committees, and to make any administrative decisions relating solely to their own school or college and which are not specifically allocated to the jurisdiction of another University body. As a matter of procedure, departmental chairpersons, academic supervisors, faculty and other personnel of a school or college transmit through their dean any proposals or recommendations. The dean forwards them, with his or her recommendation, to the appropriate University administrative and/or faculty governance body or office. Similarly, such administrative offices communicate with departmental chairpersons or other personnel through the dean.

Deans make recommendations on the following matters after appropriate evaluation within the department and/or school or college, and in accordance with a department's, school's, or college's established guidelines, and in consultation with the departmental chairperson: initial and emeriti faculty appointments, tenure, promotions in rank, salary increases, leaves of absence, notices of intent not to renew appointments of non-tenured faculty, and terminations.

Situations may arise in which a faculty member is under the jurisdiction of more than one dean. In such situations, ultimate authority for that faculty member rests with the school/college or dean specified in that faculty member's letter of appointment and/or annual contract.

The term of office for a dean will be set forth in his or her letter of appointment and/or annual contract. Deans are evaluated annually on their performance by the Senior Academic Officer. At periodic intervals of not more than three years, each dean will receive a comprehensive evaluation by the Senior Academic Officer utilizing information that shall be collected from

administrative peers, subordinates, faculty within the dean's school or college, and other individuals whose input the Senior Academic Officer deems relevant. Additional faculty input is provided through an evaluation process conducted by the Faculty Council. Evaluations used as part of this process should reflect best practices within the academic community.

## **2. Departmental Chairpersons**

Departmental chairpersons are appointed by the dean after consultation with the Senior Academic Officer, any other appropriate dean, and the full-time faculty of the department.

Departmental chairpersons are the academic leaders and administrative heads of their departments and report to the dean of the school or college to which their department belongs. As such, they implement University, school, college, and departmental policies and regulations within their departments. As academic leaders, they are responsible for establishing departmental goals, promoting excellence in teaching, research, professional practice (if applicable) and service, encouraging and stimulating faculty members in professional development, providing educational advising for students, obtaining appropriate resources, and establishing a climate of collegiality in which matters of concern to faculty and their department, school/college, and the University may be discussed and acted upon. As administrative heads, departmental chairpersons promote professional excellence and academic freedom within their departments.

The specific responsibilities of a departmental chairperson include the following:

- 1.** Chairpersons consult with and inform department members of all major matters of policy affecting faculty in their department.
- 2.** Chairpersons make recommendations to the dean for initial and emeriti faculty appointments, tenure, promotions in rank, salary increases, leaves of absence, notices of intent not to renew appointments of non-tenured faculty, and terminations. In these and similar matters, with the exception of recommended salary increases, the chairperson should ordinarily inform the affected faculty member of all recommendations submitted by the department and the chairperson to the dean. This information should be communicated to the individual faculty member, and to any departmental committee which participated in the recommendation, no later than the time at which the recommendation is submitted by the chairperson. With appropriate regard for the privacy

of individual faculty members, chairpersons are encouraged to consult with and inform all department members of departmental and chairperson recommendations.

- 3.** In matters of faculty promotion and tenure, the recommendations submitted to the dean or deans by the chairperson must include an explanation of the basis for the recommendation, and any department vote. Chairpersons must also ensure that materials relevant to the recommendations, including materials furnished by the faculty member under consideration, are forwarded to the dean and the school or college rank and tenure committee.
- 4.** Chairpersons review each full-time faculty member's performance annually and discuss the completed written evaluation form with the faculty member before sending it to the dean.
- 5.** Chairpersons develop and review, in consultation with tenured and tenure-track faculty, written departmental standards and guidelines for promotion and tenure. Once approved by the appropriate deans, the University Rank and Tenure Committee, and the Senior Academic Officer, these guidelines should be disseminated to all full-time faculty in the department.
- 6.** At the direction of the dean, and in consultation with the faculty, chairpersons assign faculty members to teach courses at prescribed times and places.
- 7.** Chairpersons call and preside at meetings of their departments at least two times during the academic year. Any full-time faculty member may request that a meeting of the department be held. When supported by the majority of full-time faculty of the department, an individual request is to be honored.
- 8.** Chairpersons nominate faculty in their department to the graduate dean for membership on the graduate faculty.
- 9.** Chairpersons appoint departmental committees and student advisors.
- 10.** Chairpersons consult with their dean to establish an annual operating budget for the department.
- 11.** Chairpersons are responsible for the efficient use of all departmental resources including the operating budget.

The term of office for a departmental chairperson is set forth in the letter of appointment. At not more than three-year intervals, the dean, or the Senior Academic Officer in consultation with the dean, surveys the full-time faculty members of the department to assess the performance of the departmental chairperson.

Departmental chairpersons, with the approval of their dean, have the authority to appoint their own substitutes during absences of less than thirty days. If they are to be absent for a longer period, as for example, during the summer, acting chairpersons are appointed by the dean, with the concurrence of the Senior Academic Officer.

### **3. Other Academic Organization and Leadership Roles: Affinity Groups, Centers, Institutes and Programs**

Academic supervisors of other academic units, such as affinity groups, centers, institutes or programs, may assume some responsibilities similar to those of a departmental chairperson. Although differences exist in these responsibilities among the schools and colleges, these responsibilities generally include:

1. Administrative oversight;
2. Development and assessment of the curriculum and mission of their academic unit;
3. Development and scheduling of appropriate courses;
4. Publicizing of their academic unit and recruiting and advising students; and
5. Managing their academic unit budgets (if applicable).

Generally, the responsibilities of academic supervisors include faculty evaluations, but do not include recommendations regarding promotion and tenure.

# CHAPTER 3

## SHARED GOVERNANCE AND FACULTY COMMITTEES

### A. UNIVERSITY SENATE

The University Senate (Senate) is a representative body of the University faculty, staff, students and administrators engaged in a system of shared governance and which exists for the purpose of ensuring broad review and discussion of issues, plans, and policies of general University interest. The University Senate replaces the Shared Governance University Policy Committees, and a committee or subcommittee of the University Senate (currently the Extraordinary Committee of the University Senate, and any successor committee or subcommittee of the University Senate is referred to in this Faculty Handbook as the “Faculty Committee of the University Senate”) replaces the Faculty Affairs University Policy Committee. Additional information regarding the University Senate is available at <http://www.LUC.edu/universitysenate/index.shtml>.

### B. FACULTY COUNCIL

The Faculty Council consists of members elected by the various faculties of the University. It represents the faculty to the University administration and may address any matter of importance to the University, in general, and to the faculty in particular. The Faculty Council is advisory to the President and the Senior Academic Officers. The Faculty Council also provides input on issues being considered by the University Senate and will, when appropriate, make policy recommendations. The Faculty Council also nominates faculty members for important University committees, such as the Faculty Appeals Committee. (See Chapter 7). Additional information on the Faculty Council, including its current membership, constitution, and by-laws, is available at <http://www.LUC.edu/faccouncil/>.

### C. UNIVERSITY RANK AND TENURE COMMITTEE

After the appropriate review by the school or college rank and tenure committee and the dean, the University Rank and Tenure Committee evaluates and makes recommendations to the Senior Academic Officers on individual petitions for tenure and promotion. This committee is also responsible for reviewing any proposed changes in tenure and promotion guidelines by individual departments, schools, or colleges. The committee is composed of at least ten full-time tenured full professors elected by the tenured and tenure-track faculty of the

University's various schools and colleges. Additional information on the University Rank and Tenure Committee is available at <http://LUC.edu/academicaffairs/universityrankandtenurecommittee/>.

#### **D. FACULTY DEVELOPMENT REVIEW COMMITTEE**

The Faculty Development Review Committee (FDRC) reviews and makes recommendations to the Senior Academic Officers on individual faculty proposals for institutionally funded professional development projects, and for the Summer Research Stipend Program described in Chapter 6. In so doing, the University FDRC reviews recommendations from the school-based review committees as well as the deans' recommendations. The FDRC is composed of tenured and tenure-track faculty elected from and by the tenured and tenure-track faculty of the University's various schools and colleges. Additional information on the FDRC is available at <http://LUC.edu/academicaffairs/facultydevelopmentreviewcommittee/>.

Additional information on the process for application for leaves is available at <https://www.luc.edu/academicaffairs/resources/facultydevelopmentleaveprogram/> and the Summer Research Stipend Program is available at <https://LUC.edu/academicaffairs/resources/summerresearchstipends/>.

#### **E. FACULTY APPEALS COMMITTEE**

The Faculty Appeals Committee has the authority and the responsibility to review certain decisions of the Senior Academic Officers which have been appealed in writing to the President by the faculty member involved and which have not already gone through the Faculty Grievance Procedure. The President shall refer to the Faculty Appeals Committee appeals alleging one or more of the following: (a) that the faculty member involved has been unjustly dismissed for cause; (b) that, in matters involving promotion, tenure, non-reappointment, termination, or salary, there has been discrimination against the faculty member on account of his or her age, sex, race, religion, national origin, sexual orientation, gender identity, non-disqualifying disability, or other characteristic protected by applicable law; (c) that there has been a significant violation of procedures related to decisions affecting promotion, tenure, non-reappointment, termination, or salary; and/or (d) that the faculty member's academic freedom has been violated. Additional information regarding the role of the Faculty Appeals Committee is available in Chapter 7.



# CHAPTER 4

## THE FACULTY

The membership of the faculty includes the President, the Senior Academic Officers, the deans of each school and college, and those with the following status: (1) tenured and tenure-track faculty; (2) non-tenure-track faculty; (3) faculty with special appointments; and (4) faculty with courtesy and honorific appointments. Additions, changes to, or revisions of faculty titles must be referred to and recommended by the Faculty Committee of the University Senate and approved by the President.

Typically, the general terms and conditions of every faculty appointment will be stipulated in writing at the time of the faculty member's initial appointment in the letter of appointment. Additionally, each faculty member, full-time and part-time, tenured and not tenured, other than librarians, archivists and Arrupe College faculty, is offered an annual, semester or other academic term contract (which is referred to as an "annual contract" in this Faculty Handbook) stipulating such things as faculty appointment status, salary, special administrative assignments, availability of paid or unpaid professional leaves, or any phased-retirement agreement which may exist. Non-tenured faculty, regardless of appointment status, must indicate affirmatively their acceptance of the terms of employment as indicated in their letter of appointment and/or annual contract. Loyola will assume that all tenured faculty are in agreement with the terms of their respective letter of appointment and/or annual contract unless an individual's non-acceptance is indicated in writing within the time specified in such letter of appointment and/or annual contract. The President and the Senior Academic Officers are the only individuals authorized to issue letters of appointment and/or annual contracts to the faculty. All appointments issue from the Senior Academic Officer after review and consultation with the President.

### **A. TENURED AND TENURE-TRACK FACULTY: APPOINTMENTS AND TITLES**

Tenured and tenure-track faculty are teaching scholars who, by qualification, experience, and commitment, are appointed to full-time positions as tenured or tenure-track assistant professors, associate professors, or professors to engage in teaching, research/scholarship, professional practice (if applicable) and service. Such members of the faculty are tenured or eligible to earn tenure in accordance with the procedures described in Chapter 5 below.

Full-time faculty — tenured, tenure-track, and non-tenure-track — participate in, and have important responsibilities for, the shared governance of the University, for recommending faculty status, titles and promotions, for curriculum development and for research/scholarship, as well as for promoting the mission of the University. Tenured and tenure-track faculty include the faculty below.

## **1. Standard Faculty Titles**

### **a. Assistant Professor**

The rank of Assistant Professor is ordinarily awarded to a faculty member who has attained the doctorate or, in certain fields, the advanced professional status usually required for this rank and who has demonstrated a promise of excellence in teaching and scholarship.

### **b. Associate Professor**

The rank of Associate Professor is ordinarily awarded only to a faculty member who has performed his or her academic and teaching duties with distinction, has merited internal and external recognition in his or her field by evidences of scholarship and professional contributions, and has provided service to the University.

### **c. Professor**

The rank of Professor is ordinarily awarded only to a faculty member who has a sustained record of excellence in teaching and research, who has achieved recognition for a record of excellence in research and scholarship inside and outside of the University, who has made an ongoing contribution to his or her field of learning and to the University, and whose achievements make it likely that he or she will continue to develop as a scholar and teacher.

## **2. Joint Appointments — Tenured and Tenure-Track**

These persons are full-time tenured or tenure-track faculty who split their time and effort among independent sets of faculty duties in more than one department, school/college, or other academic unit.

In some cases, where a faculty member has a joint appointment, one department or school/college (or other academic unit) shall be specified as the person's primary department, and the other (or others) as secondary. In these cases, the primary department is the locus for annual evaluation, mid-probationary review, tenure, promotion and teaching responsibilities with the secondary department(s) being afforded a consultative role in these processes. If tenure is granted, it is granted in the primary department only.

Teaching schedules, office hours and other logistical considerations must be coordinated among the departmental chairpersons, academic supervisors, and/or deans in whose areas the faculty member has work responsibilities for a given academic term. Agreements for joint appointments may be revised either to increase, decrease, or eliminate entirely the number of secondary department appointments. However the primary department may not be changed except in extraordinary circumstances, and only with the approval of the Senior Academic Officer.

In other cases, a joint appointment will describe full-time tenured or tenure-track faculty who hold continuing appointments in two departments within the same school or college, or in two different schools or colleges. In these cases, the faculty member's letter of appointment and/or annual contract will stipulate issues such as annual evaluations, mid-probationary review, tenure, promotion, and teaching responsibilities. Joint tenure may be possible if specified in the letter of appointment and/or annual contract. This letter of appointment and/or annual contract must be signed by the departmental chairpersons, deans, Senior Academic Officer, and faculty member at the time of hire or at the time when the joint appointment is initiated.

### **3. Graduate Faculty (Full and Associate)**

The Graduate School distinguishes between Full Graduate Faculty Status and Associate Graduate Faculty Status. Full Graduate Faculty status is granted by the Dean of the Graduate School to faculty members actively involved with graduate students, in particular in teaching courses and directing dissertations or theses. Consideration is normally given to faculty who demonstrate significant professional and research accomplishment and, where appropriate, administrative responsibility in graduate education. A Full Graduate Faculty member is either in a tenured or tenure-track appointment or holds some continuing status such as Adjunct or Research Professor while engaged in teaching and research. Appointments to Graduate Faculty status occur on an annual basis upon the recommendation of the department chair.

The Associate Graduate Faculty member is or has been involved in research activities, but either is in the initial stages of research or has become notably less active or productive in this regard.

Additional information regarding the Graduate Faculty is outlined in the Handbook for the Faculty of the Graduate School which may be found at [http://www.LUC.edu/gradschool/faculty\\_handbook.shtml](http://www.LUC.edu/gradschool/faculty_handbook.shtml). In any case where the Handbook for the Faculty of the Graduate School conflicts with this Faculty Handbook, this Faculty Handbook shall prevail.

#### **4. Endowed Chairs and Professorships**

Endowed chairs are reserved for outstanding faculty performing in the top echelons of their disciplines or professional fields who have achieved national or international recognition for their sustained and influential contributions. Endowed chairs may be used to recruit distinguished faculty members to the University. The area of expertise of endowed chairs is often defined by the academic goals of the donors who establish such chairs. Normally, the chair holders of endowed chairs are evaluated as such every five years, unless otherwise stipulated in their original letter of appointment and/or annual contract. Additional information regarding endowed chairs and endowed professors is available at <http://LUC.edu/media/lucedu/academicaffairs/pdfs/Endowed%20chair%20professor%20protocol%20Revised%20CoD%208-27-13.pdf>.

#### **5. University Professors**

In rare circumstances, a tenured faculty member may hold an appointment as a University Professor. In this instance, the faculty member reports to and is reviewed annually by the Senior Academic Officer, and the faculty member's tenure home is the University rather than a specific school/college or department. Ordinarily, appointment as a University Professor will be reserved for a senior-level faculty member who is expected to contribute to more than one school or college and whose unique circumstances merit such an appointment.

### **B. NON-TENURE-TRACK FACULTY: APPOINTMENT AND TITLES**

Non-tenure track faculty assist the tenured and tenure-track faculty in the overall mission of the University as teachers, researchers and administrators. In the Stritch School of Medicine, non-tenure-track faculty titles may include assistant professor, associate professor and professor. Non-tenure-track faculty also include the faculty below.

#### **1. Full-time Renewable Lab Instructors, Instructors, Lecturers and Clinical Faculty**

In schools and colleges other than the Stritch School of Medicine, these appointments are used for faculty members with specific skills and substantial professional experience who are assigned teaching-related duties in science labs, studios, language skills, professional practice, clinical settings, on-line teaching, regular teaching, and faculty service and/or administrative duties in relationship to a given discipline or professional field. These appointments may be for one year or multiple years and may be renewable. Promotions are appropriate, depending on departmental or school/college policies and

standards. Years of service in these appointments do not accrue toward eligibility for tenure. Generally, individuals in these appointments are not eligible for paid faculty professional development leaves or for the University Summer Research Stipend Program. However, each school or college may develop its own policies regarding the handling of such leaves and stipends. Faculty with these types of appointments are eligible for those Loyola-funded faculty professional development projects or programs designed specifically to support them in better accomplishing their assigned Loyola faculty responsibilities. Duties of faculty in these appointments are described in their letters of appointment and/or annual contracts.

At the Stritch School of Medicine, instructor status is reserved for full-time faculty who have not yet completed specialty board certification, and the rank of lecturer and the rank of clinical faculty are part-time positions, with the rank of lecturer reserved for part-time, clinical faculty who hold an academic rank at another institution. Years of service as instructor, lecturer or clinical faculty do not accrue toward eligibility for tenure at the Stritch School of Medicine.

Physicians who are attached to either Foster G. McGaw Hospital or one or more of the Loyola University Medical Center/Loyola University Health System affiliated hospitals (including those who are full-time between the Hines VA Hospital and the Stritch School of Medicine) are eligible for full faculty status with the exception of tenure at an appropriate rank.

## **2. Research Faculty**

Research Faculty are full-time faculty members whose primary responsibility is to develop the research programs of their department and/or their school or college. Years of service as Research Faculty do not accrue toward eligibility for tenure. These positions are dependent upon external funding and therefore may be terminated when external funding ceases.

## **3. Joint Appointments — Non-Tenure-Track**

These persons are full-time non-tenure-track faculty or, at the Health Sciences Campus, part-time faculty, who split their time and effort among independent sets of faculty duties in more than one school/college, department or other academic unit.

In some cases, where a faculty member has a joint appointment, one department or school/college (or other academic unit) shall be specified as the person's primary department, and the other (or others) as secondary. In these cases, the primary department is the locus for annual evaluation and

teaching responsibilities, with the secondary department(s) being afforded a consultative role in this process. Teaching schedules, office hours and other logistical considerations must be coordinated among the departmental chairpersons, academic supervisors, and/or deans in whose areas the faculty member has work responsibilities for a given academic term. Agreements for joint appointments may be revised to increase, decrease, or eliminate entirely the number of secondary department appointments. However, the primary department may not be changed except in extraordinary circumstances, and only with the approval of the Senior Academic Officer.

In other cases, a joint appointment will describe non-tenure-track faculty who hold continuing appointments in two departments within the same school or college, or in two different schools or colleges. In these cases, the faculty member's letter of appointment and/or annual contract will stipulate issues such as annual evaluations and teaching responsibilities. This letter of appointment and/or annual contract must be signed by the departmental chairpersons, deans, Senior Academic Officer, and faculty member at the time of hire or at the time when the joint appointment is initiated.

## **C. FACULTY WITH SPECIAL APPOINTMENTS**

### **1. Part-time Faculty**

Part-time faculty may be appointed for an academic year or for a single semester or other academic term. Part-time faculty appointments are not tenured or tenure-track appointments. Years of service on the part-time faculty do not accrue toward eligibility for tenure. Typically part-time faculty are assigned teaching responsibilities as the faculty member of record for a limited number of organized courses, academic advising, clinical instruction or supervision, and/or other instructionally related duties. Part-time faculty are expected to perform all teaching functions competently and to adhere to academic and other policies of their department, school/college or other academic unit. Part-time faculty status does not ordinarily require the publication of research/scholarship or service on University committees as expected of full-time faculty at Loyola. Ranks may vary in each school and college. At the discretion of the Senior Academic Officers, working titles may also vary in each school and college and may include Lecturer, Clinical Professor and Adjunct Professor.

Depending on the school or college, part-time faculty appointments may be renewable. For additional information on the status of part-time faculty in particular schools and colleges, please consult the dean of the school or college.

## **2. Library Faculty Appointments**

Loyola's librarians and archivists have faculty status without eligibility for tenure or other types of continuing appointment. Their terms of employment do not correspond to the academic year as with the teaching faculty; rather, they work a 12-month year at a fixed rate of compensation. They receive an annual renewal letter which states their salary for the coming year. They may apply for internal and external grant funds and are eligible for unpaid or sub-vented leaves of absence (but not for paid leaves) for professional reasons, subject to approval by the dean and the Senior Academic Officer. They may occasionally engage in outside employment, but only with the approval of their dean (and/or Library Director, if applicable) and the Senior Academic Officer.

## **3. Terminal Year Appointments**

This appointment status is used for a faculty member who has been denied tenure or whose multi-year non-tenure-track faculty appointment is not going to be renewed and who qualifies for prior notice, one year in length, of non-reappointment. This is a non-renewable appointment with no change in rank or title from the prior appointment. Faculty serving their terminal year do not accrue years of service toward eligibility for tenure. In no case should a person on such an appointment be hired as a full-time or part-time faculty member on any type of appointment whatsoever without a break in service of at least one semester.

## **4. Temporary Faculty Appointments**

In schools and colleges other than the Stritch School of Medicine, these appointments are used for a faculty member engaged for the purpose of teaching for a temporary period using funding temporarily reallocated from other uses. Although the same individual may, in some cases, be provided such appointments on more than one occasion, each appointment is for a single semester, year or other academic term with no expectation of renewal. Years of service in these appointments do not accrue toward eligibility for tenure. Given the temporary nature of these appointments, such faculty are not eligible for paid faculty professional development leaves or for the University Summer Research Stipend Program.

## **5. Contributed Service Faculty Appointments**

In the Stritch School of Medicine, these appointments are used for individuals who receive their compensation from a source other than the University, and who volunteer to participate in the academic activities of the Stritch School of Medicine, including teaching, without financial compensation from

the University. These appointments may include physicians who are full-time between the Hines VA Hospital and the Stritch School of Medicine. These individuals may be eligible for full faculty status, but years of service in these appointments do not accrue toward eligibility for tenure.

## **6. Arrupe College Faculty Appointments**

The faculty of Arrupe College have faculty status without eligibility for tenure or other types of continuing appointment. Their terms of employment do not correspond to the academic year as with other faculty; rather, they work a 12-month year (or other shorter period of time as stated in their offer letter or renewal letter) at a fixed rate of compensation. Arrupe College faculty typically receive an annual renewal letter which states their salary for the coming year. Arrupe College faculty status does not ordinarily require publication of research/scholarship or service on University committees, other than any committees of Arrupe College. Arrupe College faculty may apply for internal and external grant funds and are eligible for unpaid or subvented leaves of absence (but not for paid leaves) for professional reasons, subject to approval by the Dean of Arrupe College and the Senior Academic Officer. Arrupe College faculty may occasionally engage in outside employment, but only with the approval of the Dean of Arrupe College and the Senior Academic Officer.

## **D. FACULTY WITH COURTESY AND HONORIFIC APPOINTMENTS**

Faculty with these types of appointments may have various titles in each school and college.

### **1. Visiting Faculty Appointments**

For all schools and colleges other than the Stritch School of Medicine, this appointment status generally indicates a faculty member who holds or held a faculty appointment at another institution of higher education or an expert regularly employed elsewhere. It is made for a fixed period of time, normally one academic year, to engage in teaching, scholarship, and faculty service, with no expectation of renewal or continuation beyond the fixed period of time identified at the time of appointment. Years of service as a visiting faculty member do not accrue toward eligibility for tenure.

At the Stritch School of Medicine, this appointment status indicates a faculty member who holds or held a faculty appointment at another institution of higher education but is reserved for very senior, nationally or internationally renowned scientists who provide considerable prestige to the respective department to which they are assigned during their stay and to the Stritch



School of Medicine. This appointment status is assigned for a limited period of time and normally does not involve compensation.

## **2. Courtesy and Affiliate Appointments**

These are non-salaried honorific appointments given to persons with appropriate professional or academic credentials whom the department (or other academic unit), the school or the college wishes to include within its academic community. The positions confer an academic affiliation, title, identification card, and library privileges. The department, school or college may permit the use of an office, laboratory, copier, or e-mail. A letter of appointment will be issued by the dean of the school or college and/or the Senior Academic Officer granting the appointment for a specific period of time, which may be renewed. The recommended title should include the words “visiting scholar” (not to be confused with Visiting Faculty as described above) or “affiliate” as in “affiliate associate professor.” The courtesy or affiliate appointment may be discontinued at any time without prior notice. Space or other resources made available to those on courtesy or affiliate appointments may be withdrawn at any time.

## **3. Coterminous Faculty**

Coterminous faculty are administrators who are given faculty status only for the time period during which they hold an administrative appointment.

## **4. Emeritus Appointments**

The honor of emeritus or emerita status may be awarded by the Senior Academic Officer, upon the recommendation of the departmental chairperson, if applicable, and the dean, to a full-time member of the regular faculty upon the faculty member’s retirement from Loyola after having rendered distinguished service to Loyola for at least ten years. The title of Loyola Emeritus/ Emerita is held indefinitely, unless the faculty member is employed on a full-time basis at another educational institution. Additional information regarding the rights and responsibilities of Emeritus faculty is available at [https://LUC.edu/media/lucedu/academicaffairs/pdfs/EMERITI\\_Privileges\\_2013-14.Final.pdf](https://LUC.edu/media/lucedu/academicaffairs/pdfs/EMERITI_Privileges_2013-14.Final.pdf).

# CHAPTER 5

## ACADEMIC RIGHTS, DUTIES AND RESPONSIBILITIES OF FACULTY

### A. ACADEMIC FREEDOM

Academic freedom guarantees that the university shall not abridge the right of faculty to speak, write, teach, create art and conduct research. All faculty have the right and the duty to participate freely in the search for and expression of knowledge and truth. It is the policy of Loyola to protect and encourage the academic freedom of all faculty, and to protect faculty members from pressure or influence that would restrict their academic freedom.

Loyola faculty are entitled to freedom in research/scholarship (including artistic accomplishment) and in the publication of the results. They are also entitled to freedom in the classroom in discussing the subject matter of the course, but should avoid persistently interjecting material that has no relation to the subject matter. Although a faculty member is free from institutional censorship or discipline in the exercise of his or her academic freedom, membership on the faculty at Loyola imposes certain obligations. As an educator and person of learning, a member of the faculty should strive at all times to be accurate, exercise appropriate restraint and judgment, foster and defend intellectual honesty and freedom of inquiry, show respect for the rights of others to express divergent ideas and opinions, and refrain from claiming to be an official spokesperson for the University.

Academic tenure helps sustain academic freedom. It contributes to the recruitment and retention of outstanding faculty and works to ensure excellence in the quality of Loyola's educational and research programs. The principles of academic freedom apply to church-related institutions of higher learning, such as Loyola, which take into consideration the authoritative teaching and tradition of the church to which the institution is related (in the case of Loyola, the Roman Catholic Church).

### B. ACADEMIC DUTIES AND RESPONSIBILITIES OF FACULTY

It is expected that Loyola faculty will strive for excellence in the areas of teaching, research/scholarship (including artistic accomplishment), professional practice (if applicable) and service. While specific faculty responsibilities are described in their letters of appointment and/or annual contracts and are determined by the

departmental chairpersons, academic supervisors, and deans, the general expectations listed below apply to all faculty.

## **1. Teaching**

Faculty teaching responsibilities, including specific course assignments and schedules, are established by departmental chairpersons, academic supervisors, and deans. It is expected that such course assignments will be as consistent as possible with the faculty member's areas of specialization and research/scholarship activities.

Faculty members have the responsibility for providing course descriptions for each of the courses they teach in time for such descriptions to be used by students in the registration process, and for providing syllabi for each of their classes no later than the first class meeting of each academic term. Faculty members are responsible for ordering the books and other teaching materials required for their courses so that they are available to students at the beginning of each academic term.

Faculty members must inform students in each of their classes of the criteria and methods they will use to calculate final course grades. Each faculty member is also responsible for conducting his or her assigned classes at scheduled times, adhering to established examination and reading periods, evaluating students' work in a timely fashion, providing appropriate feedback, and submitting grades by the established deadlines. If a faculty member becomes aware that a student has significant academic or behavioral problems, the faculty member should promptly report him/her to the student's dean following established school/college guidelines.

In cases where a faculty member is too ill to conduct class, or has an emergency which necessitates the faculty member's absence from class, the faculty member should follow established departmental and school/college guidelines so that students may be promptly informed. All faculty members are responsible for holding regular office hours and publishing those hours for their students. A reasonable effort should be made to accommodate students whose schedules conflict with the faculty member's normal office hours.

In cases where a faculty member has a teaching assistant, the faculty member has the ultimate responsibility for all work carried out by such an assistant.

When reproducing materials for class, faculty members are responsible for securing the author or copyright owner's permission in cases where reproduction may exceed the "fair use" permitted under copyright laws.

At the Health Sciences Campus, faculty working in a clinical setting are expected to teach medical students and/or residents as determined by the departmental chairperson and the dean of the school or college.

## **2. Research/Scholarship**

Faculty members are expected to be productive in research, scholarly, and/or artistic accomplishments at a level consistent with departmental, other academic unit and school/college expectations for the category of faculty and field of expertise in which the individual faculty member holds an appointment. All faculty must follow the ethical guidelines, Loyola policies, and applicable laws, governing conduct in research. These guidelines are available in the "Compliance" section of the Office of Research Services website at <http://www.LUC.edu/ors/compliance.shtml>.

## **3. Professional Practice Faculty**

Faculty working in clinical or professional settings are expected to be productive in their professional practice and adhere to the highest professional standards.

## **4. Service to Loyola**

Full-time faculty members are expected to serve on University, school/college, departmental or other academic unit committees, to attend meetings of such groups, and to participate in educational advising, convocations, commencements and other University events. Service may include any activity of direct benefit to Loyola.

## **5. Educational Advising of Students**

Deans, departmental chairpersons, academic supervisors, administrators, faculty, and appropriate staff all share responsibility for providing educational advising to students.

## **6. Compliance with Laws and Policies**

All faculty members must follow federal, state and local laws and Loyola policies applicable to the terms and conditions of employment, as well as those stipulated in this Faculty Handbook.

## C. OTHER DUTIES AND RESPONSIBILITIES OF FACULTY

### 1. Professional Conduct

Loyola endeavors to provide a safe environment and a collaborative work place for the benefit of all members of the University community. The purpose of a professional conduct standard is to provide a template for managing situations and circumstances in which the Senior Academic Officer has the authority to refer a faculty member with observable difficulty performing assigned work duties for a “professional conduct” evaluation, and to ensure compliance with the federal Drug Free Workplace Act and the Drug Free Schools and Communities Act. State and federal confidentiality laws and Loyola policy protect medical records (including emergency room records/charts) and Employee Assistance Program (EAP) records. The University is responsible for paying for the assessment of an individual whose behavior is thought to be impaired and is, therefore, unable to fulfill the duties of the position for which he/she maintains responsibility [http://www.LUC.edu/hr/policies/policy\\_fitness.shtml](http://www.LUC.edu/hr/policies/policy_fitness.shtml). Additional guidance pertaining to professional conduct can be found on the Human Resources website at [http://www.LUC.edu/hr/policies/policy\\_codeofconductpolicy.shtml](http://www.LUC.edu/hr/policies/policy_codeofconductpolicy.shtml) and for the Health Sciences Campus at [http://www.luhs.org/internal/policy/hr\\_policy/index.htm](http://www.luhs.org/internal/policy/hr_policy/index.htm). Additionally, for faculty with clinical responsibilities at the Health Sciences Campus, these issues may be referred to the LUMC Chief of Staff office in accordance with the Medical Staff Bylaws. Additional information regarding the Drug Free Workplace Act and the Drug Free Schools and Communities Act, may be found at [http://www.LUC.edu/hr/policies/policy\\_drugalcoholabuse.shtml](http://www.LUC.edu/hr/policies/policy_drugalcoholabuse.shtml).

### 2. Conflict of Interest

A potential or actual conflict of interest may exist when a faculty member’s commitments or obligations to Loyola may be compromised by his or her personal or business interests or commitments (especially economic), particularly if those interests or commitments are not disclosed. Although not all conflicting interests are impermissible, those involving the faculty member’s self-gain or gain by a third party to whom the faculty member is related may serve to compromise the faculty member’s primary obligation to Loyola. Additional information about the interests and commitments that may constitute conflicts of interest may be found at [http://www.LUC.edu/hr/policies/policy\\_conflictinterest.shtml](http://www.LUC.edu/hr/policies/policy_conflictinterest.shtml) (for the Lakeside Campuses). For the Health Sciences Campus, those policies are available from the Senior Academic Officer.

### **3. Use of Computing and Information Technology Resources**

Loyola's computing, networking, telephone, and information resources are available to advance its education, research/scholarship, health care and public service missions. When using these resources, faculty are expected to abide by applicable policies regarding their use. For the Lakeside Campuses, those policies may be found at <https://www.LUC.edu/its/policy.shtml>. For the Health Sciences Campus, those policies are available from the Senior Academic Officer.

### **4. Security**

Loyola makes every reasonable effort to provide a safe and secure environment in which Loyola faculty, staff and students can pursue knowledge and make productive contributions to the mission of Loyola. While Loyola provides a Department of Campus Safety, it is the responsibility of all faculty, staff and students to cooperate with the Department of Campus Safety and promote a secure environment by immediately reporting to the Department of Campus Safety crimes already committed and suspicious persons or circumstances that appear to have criminal potential. Further, it is the responsibility of all employees to comply with Loyola policies and procedures to protect Loyola property used in the course of their work. Finally, while Loyola makes every effort to prevent crime, Loyola is not responsible for the theft of, or damage to, personal property employees choose to bring to work. For the Lakeside Campuses, additional information about securing property may be found at [https://www.LUC.edu/hr/policies/policy\\_securityofproperty.shtml](https://www.LUC.edu/hr/policies/policy_securityofproperty.shtml). For the Health Sciences Campus, additional information is available from the Senior Academic Officer.

### **5. Business, Entertainment and Travel Expenses**

Loyola has policies concerning the use of Loyola funds for business-related expenses, entertainment expenses and travel-related expenses. For the Lakeside Campuses, those policies may be found at <http://www.LUC.edu/finance/expensepolicy.shtml>. For the Health Sciences Campus, those policies are available from the Senior Academic Officer.

### **6. Contract Policy**

Loyola has policies concerning the signing of agreements and contracts. No faculty member may sign an agreement or contract on behalf of the University unless the faculty member is officially delegated signature authority in writing in accordance with such contract policies. Any agreements and contracts for the schools, colleges, departments or other academic units

should be forwarded to the Senior Academic Officer for appropriate review and signature in accordance with such contract policies.

## **D. RESEARCH AND SCHOLARSHIP POLICIES AND PROCEDURES**

### **1. Intellectual Property**

Loyola encourages research, scholarly and artistic accomplishments that might lead to patentable inventions or discoveries. A faculty member must disclose to Loyola all discoveries, inventions or improvements, whether patentable or not, which are conceived or reduced to practice by a faculty member with support from, or use of, Loyola funds, facilities, or other resources. Ownership of such items is addressed in the Intellectual Property and Technology Transfer Policy which may be found at <http://www.LUC.edu/ors/patentpolicy.shtml>. All faculty members must comply with these policies as applicable.

Notes and lecture materials (written and electronic) are the intellectual property of the faculty member and unless otherwise contracted or agreed upon, they may not be used by others without the permission of the faculty member. Likewise, course lectures may not be filmed or otherwise recorded without permission of the faculty member.

Loyola also encourages the creation of copyrightable creative works. Loyola's Copyright Policy addresses circumstances under which the author, Loyola, or a third party owns the copyright to such works. All faculty members must comply with the Copyright Policy, which may be found at <http://www.LUC.edu/ors/copyrightpolicy.shtml>. All faculty members are expected to respect the copyrighted works of others.

### **2. Research Compliance**

In order to comply with various laws and regulations, Loyola has policies pertaining to research and instruction involving the following: human subjects; vertebrate animals; biohazardous materials and/or recombinant DNA; and radioactive material, radiation producing machines or other potentially hazardous sources of ionizing radiation. All faculty members must comply with these policies as applicable. For the Lakeside Campuses, these policies may be found at <http://www.LUC.edu/ors/policiesprocedures.shtml>. For the Health Sciences Campus, these policies may be found at <http://www.luhs.org/internal/depts/hkeeping/biohazard.htm>.

### **3. Conflicts of Interest in Externally Funded Projects**

In conducting research and other similar activities, faculty members must comply, as applicable, with the policy on Conflicts of Interest in Externally Funded Projects, see <http://www.LUC.edu/ors/conflictsinterestpolicy.shtml>, and for the Health Sciences Campus policies, see Conflict of Interest Committee.

### **4. Misconduct in Scholarship**

Loyola has policies setting forth procedures for handling allegations of scholarly misconduct. These policies may be found at <http://www.LUC.edu/ors/misconductscholar.shtml> and for Health Sciences Campus, [https://hsd.luc.edu/media/healthsciencesdivision/researchservices/documents/Scientific\\_Misconduct\\_Policy\\_LUC\\_Dec2018.pdf](https://hsd.luc.edu/media/healthsciencesdivision/researchservices/documents/Scientific_Misconduct_Policy_LUC_Dec2018.pdf).

## **E. STUDENT MATTERS**

### **1. General**

Certain policies affecting students vary among Loyola's schools and colleges. Accordingly, faculty members are urged to consult the applicable Student Handbook(s) and other policies specific to the individual schools/colleges for additional information.

Faculty members at times are called upon to serve Loyola by acting as advisors to student organizations. Such appointments on the Lakeside Campuses are made by the Vice President for Student Development, with permission of a faculty member's dean, departmental chairperson and academic supervisor. At the Health Sciences Campus, such appointments are made by the applicable Dean's Office.

### **2. Students with Disabilities**

Loyola is committed to providing equal access to students with disabilities as required by law. For students in programs on the Lakeside Campuses, the office of Services for Students with Disabilities is responsible for verifying that a student has a disability and determining what accommodations will be provided. Consequently, faculty members should direct students who request accommodations to the office of Services for Students with Disabilities rather than reviewing medical documentation or agreeing to or denying accommodations on their own. Once the office of Services for Students with Disabilities has approved accommodations for a student, it will provide faculty for that student with written verification of a disability and a list of approved academic accommodations (which may include, for example, additional time for exams, the use of assistive hearing devices during lectures,



or the assistance of a note taker). Faculty members must cooperate with the office of Services for Students with Disabilities in the provision of such accommodations. If a faculty member has any questions, he or she should contact the office of Services for Students with Disabilities, which is located at the Lake Shore Campus. Additional information may be found at <https://www.luc.edu/sac/>

### **3. Confidentiality of Student Records**

Loyola complies with the provisions of the Family Educational Rights and Privacy Act (FERPA). Generally, FERPA governs the confidentiality of students' education records and affords students specific rights with respect to those records, including the right to inspect and review their education records. Additional information about FERPA may be found at <http://www.LUC.edu/regrec/ferpa.shtml>. Some of the schools and colleges have adopted certain specific policies regarding FERPA. Faculty members should become familiar with, and comply with, the requirements of FERPA, including any FERPA-related policies of the University and/or any such specific policies applicable to their school/college.

### **4. Faculty/Student Relationships**

The professional relationship between a faculty member and a student is the foundation of the academic mission of Loyola. This relationship vests considerable trust in the faculty member, who, in turn, bears the responsibility to serve as mentor, educator and evaluator. In discharging this responsibility, faculty members are accountable for behaving in a manner that reflects the highest levels of professional responsibility, recognizes the dignity and worth of each person at Loyola, and protects the integrity of the student-faculty relationship. Interaction between faculty members and students carries risks of conflict of interest, breach of trust, abuse of power, and breach of professional ethics. All such risks must be avoided by faculty members.

Loyola especially discourages any sexual relations between faculty members and students. Under no circumstances may faculty engage in sexual relationships with a student while the faculty member is in a position of supervisory academic authority with respect to a student. Nor may a faculty member assert any supervisory academic authority with respect to a student with whom the faculty member previously had a sexual relationship. When a faculty-student sexual relationship exists, has previously existed, or develops, the faculty member must decline to participate in any evaluative or supervisory academic activity with respect to the student. Failure to do so may result in formal disciplinary action, including termination.

Deans, departmental chairpersons, academic supervisors and administrators are required to notify the Senior Academic Officer immediately upon learning of any reports of prohibited sexual relations between a student and a faculty member. The Senior Academic Officer shall investigate such reports and if they are determined to be accurate, the Senior Academic Officer shall determine remedial measures and appropriate disciplinary action (including termination) against the faculty member involved.

## **F. USE OF FACULTY TITLES AND RESOURCES OF LOYOLA**

Faculty are permitted to use their titles in public. However, faculty should take care to avoid the appearance that their public statements represent the official positions of Loyola. A faculty member may not use his or her title in a way that implies that Loyola is actually or implicitly espousing a particular view or endorsing any person, organization, product, service or belief.

Similarly, faculty may not use the name, logos, facilities or resources of Loyola for any personal, commercial or similar purposes, or to participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for political office.

## **G. COMPENSATION**

### **1. Salary/Pay Periods**

The salary of a faculty member for a specified period is generally set forth in the faculty member's letter of appointment and/or annual contract. In some circumstances, a faculty appointment may be made without an obligation for compensation by Loyola.

Loyola pays the salary of faculty on academic year and full year contracts over a period of twelve months. Faculty who have contracts for a single semester, quarter, or other academic term receive salary payments on a schedule relating to that academic term. Librarians, archivists and Arrupe College faculty are paid on a bi-weekly or monthly basis during their employment.

### **2. Summer Courses**

Full-time faculty members desiring to teach additional courses in the summer should so inform their departmental chairperson, academic supervisor and dean. If it is decided that the faculty member will teach a summer course, the Senior Academic Officer will issue a contract to the faculty member for the summer course. Contracts may be contingent on sufficient enrollment in the course to be taught.

In exceptional circumstances, for the sake of curriculum flexibility and with the approval of the Senior Academic Officer and agreement of the faculty member, a dean may assign a portion of the faculty member's regular teaching load and faculty service during a summer term, but only if the faculty member is relieved of those duties for an equivalent amount of time during some other part of the academic year.

### **3. Overload Pay**

Where applicable, faculty overload pay for teaching a course may be provided during an academic year for faculty on academic year and full year contracts or during the summer for faculty on full year contracts, when a faculty member is asked to teach an additional course and the faculty member's normal teaching and other duties are not shifted to accommodate the additional course. The assignment of an overload course must be based on mutual consent between the faculty member and his or her departmental chairperson or academic supervisor and have the approval of the dean and the Senior Academic Officer.

The dean of the school/college and the departmental chairperson or academic supervisor should ensure that the overload is genuinely required by examining faculty teaching loads, enrollments and courses offered, that a faculty overload will not violate the conditions of an externally funded grant that limits a faculty member's work effort to 100%, or that a faculty overload would not have a negative impact on a faculty member's progress toward tenure or other duties. For all campuses, additional information and specific requirements regarding overload pay may be found in the Faculty Overload Pay Guidelines at <http://www.LUC.edu/ors/facultysalary.shtml>.

## **H. EVALUATION OF FACULTY PERFORMANCE**

### **1. Annual Evaluation**

The performance of each full-time faculty member is ordinarily evaluated annually. In schools/colleges with departments, the departmental chairperson completes the evaluation and makes recommendations to the dean. In schools/colleges without departments or other academic units, deans and academic supervisors may do evaluations directly. The annual evaluation is expected to be comprehensive, providing an opportunity to discuss faculty career development. It includes a self-evaluation of annual performance by the faculty member and an evaluation of the faculty member's annual performance by the departmental chairperson or academic supervisor and the dean.

Each department or other academic unit must have an approved faculty evaluation form that reflects the purpose of the evaluation process as stated above. The faculty member is invited to complete the faculty portion of the evaluation form and submit materials required by the departmental chairperson, academic supervisor, and dean, as applicable, or other materials which the faculty member believes will be helpful for an adequate consideration of performance. The departmental chairperson, or in schools/colleges without departments and other academic units, the dean and academic supervisor, completes the form and schedules a conference with the faculty member to review the evaluation. Portions of this process may be done electronically, but in no case will the evaluation process be considered complete until the conference has taken place and the faculty member has signed the form (or acknowledged it electronically) indicating that he/she has seen the supervisor's comments and recommendations. The evaluation form is forwarded with appropriate supporting materials to the faculty member's dean(s) for comment (unless it was the dean who completed the form). This annual evaluation form and appropriate supporting materials become part of the faculty member's official file which is located in the office of the Senior Academic Officer. A faculty member may, upon request, see the annual evaluation form at any stage of the evaluation. While annual evaluations play a role in determining compensation, they are not the sole determining factor.

Processes for the evaluation of part-time faculty vary by department, other academic unit and school/college. Part-time faculty members should consult their departmental chairperson, academic supervisor, or dean for information about the evaluation of part-time faculty.

## **2. Mid-Probationary Review**

Untenured faculty in tenure-track assistant professor positions undergo a mid-probationary review. The specific semester or other academic term of a faculty member's mid-probationary review is negotiated at the time of hiring and included in his or her letter of appointment and/or annual contract from the Senior Academic Officer. The contracted semester or other academic term for the mid-probationary review cannot be changed without the written approval of the dean and the Senior Academic Officer. The mid-probationary review should be completed in one semester and should conclude with a written report from the dean to the faculty member. The mid-probationary review should normally include an evaluation of teaching effectiveness, as well as success in research/scholarship, professional practice (if applicable) and participation in service and in educational advising. For additional information regarding mid-probationary reviews, see "University

Guidelines for Mid-Probationary Review and Probationary Faculty Development Grants” at [https://www.luc.edu/media/lucedu/academicaffairs/pdfs/University\\_Guidelines\\_for\\_Mid-Probationary\\_Review\\_and\\_Research\\_Leave\\_2015.pdf](https://www.luc.edu/media/lucedu/academicaffairs/pdfs/University_Guidelines_for_Mid-Probationary_Review_and_Research_Leave_2015.pdf).

## **I. PROMOTION AND TENURE**

Loyola is committed to wide faculty participation in the decision-making process related to initial appointments, promotions, and the granting of tenure. This commitment includes the continuing development and assessment of standards as well as procedures and means to secure that participation. Because of diversity among schools, colleges, departments, and other academic units, no one method of organizing faculty participation is prescribed here. In all matters, Loyola seeks to achieve both the fairest possible treatment of every individual and the University’s intrinsic interest in improving the quality of each school, college, department or other academic unit and excellence in scholarship, as accomplished through the faculty member’s general responsibilities in the areas of teaching, research/scholarship (including artistic accomplishment), professional practice (if applicable) and service.

Except for those faculty holding appointments as University Professors, tenure is specific to particular schools or colleges, or departments. It gives a faculty member appointment to the full-time faculty of these units for an indefinite period of time. Provisions of a tenured appointment other than its indefinite duration are subject to a letter of appointment and/or annual contract from the Senior Academic Officer as described in Chapter 4. A tenured appointment may be terminated for one or more of the causes indicated in Chapter 7.

### **1. Promotion and Tenure Criteria and Guidelines**

Criteria for the granting of promotion and tenure at Loyola are based on excellence in teaching, research/scholarship (including artistic accomplishment), professional practice (if applicable), service to students and Loyola, and other relevant professional contributions. All departments, schools and colleges of Loyola have written guidelines for use in evaluating individual applications for promotion and tenure, and faculty should be advised of these guidelines at the time of their appointment. These guidelines should embody standards and procedures for soliciting internal and external peer review of a candidate’s scholarly accomplishments. While developed by each department, school or college and tailored to that unit’s judgment of appropriate criteria, these guidelines must be approved by the dean, the University Rank and Tenure Committee, and the Senior Academic Officer. A proposal to change the guidelines may be initiated by members of

the faculty, departmental chairpersons, or the other parties charged with approving them. Approval of the change requires the same procedures as approval of the guidelines. If changes are made to promotion and tenure guidelines, the new guidelines will be applied to newly-hired faculty, except that faculty hired when the previous guidelines were in effect may choose to be considered under the new guidelines. The new guidelines will, however, be applied to tenured faculty who are considered for promotion five years or more after a change in guidelines is approved by the appropriate college and university officials.

All such promotion and tenure guidelines must conform to the policies in this Faculty Handbook. In case of conflict, the provisions of this Faculty Handbook shall supersede any such guidelines. Departmental chairpersons, academic supervisors (if applicable), or deans in school or colleges without departments, are responsible for dissemination to their faculty of current guidelines for promotion and tenure.

Tenure is not automatically granted with appointment or promotion to a particular rank, nor may it be earned *de facto* due to time at a particular rank or years of University employment. It is granted only to faculty members whose performance gives evidence of research/scholarship, and productivity which, if sustained, would merit promotion to the rank of professor. While tenure and promotion are separately decided, it is unusual for tenure to be granted below the rank of associate professor.

## **2. Promotion and Tenure Procedures**

Requesting promotion and/or tenure is the responsibility of the faculty member, normally at the time indicated in the faculty member's letter of appointment and/or annual contract. The appropriate departmental and/or school or college procedures for promotion and/or tenure begin with this request.

All phases of the promotion or tenure review must be conducted according to approved departmental, school/college criteria and guidelines as discussed above. In schools or colleges with departments, the report and vote of any departmental advisory body are sent to the departmental chairperson. The departmental chairperson reviews the report of the advisory body, all documents presented by or on behalf of the faculty member, and any other relevant information. The departmental chairperson sends these documents, along with his or her recommendation, to the dean. The dean forwards this recommendation and all supporting materials provided by others in the process to the school or college Rank and Tenure Committee (which in some schools may be a committee of the whole). In schools or colleges

without departments, the report of any advisory body, and the other supporting materials, are sent directly to the dean and, where appropriate, the school or college Rank and Tenure Committee.

The school or college Rank and Tenure Committee makes a recommendation to the dean, who sends it, along with his or her own recommendation, and all supporting materials, to the University Rank and Tenure Committee. For units offering programs through the Graduate School, these materials are also sent to the Dean of the Graduate School, who also forwards his or her recommendation to the University Rank and Tenure Committee. The University Rank and Tenure Committee, after reviewing all of the materials and recommendations forwarded to it, makes a recommendation to the Senior Academic Officer. All promotion and tenure decisions issue from the Senior Academic Officer after review and consultation with the President. No such decision is final until the Senior Academic Officer notifies the faculty member in writing.

Generally, when the faculty member submits the packet of materials for review, his or her file is closed. However, a faculty member will be allowed to submit evidence of acceptance or publication of a scholarly work after the packet of other materials is submitted for review.

A faculty member shall be informed of the decision made at the departmental and school/college levels after recommendations are made at each of these two levels. A faculty member has the right to proceed to the University Rank and Tenure Committee with a request for promotion or tenure even if the request does not receive the support of those charged with reviewing and making a recommendation on it. A faculty member may voluntarily withdraw from the promotion or tenure process at any time. A request for withdrawal from consideration for tenure during the year in which the tenure decision must be made will be treated as a resignation from the faculty, although that resignation will be effective at the conclusion of the following academic year.

If tenure is granted, the faculty member's contract for the next year constitutes a first tenure contract. If tenure is denied, the faculty member is provided notice that the contract for the next year is for a terminal year appointment as described in Chapter 4, Section C(3).

### **3. Timing of Promotion/Tenure and Extension of Probationary Period for Tenure**

#### **a. Timing of Promotion/Tenure Decisions**

A faculty member may be considered for promotion to higher academic rank and/or tenure after a minimum number of years of service in accordance with the guidelines of their school, college, or department. Exceptional early cases may be permitted in accordance with these guidelines.

#### **b. Provision for the Extension of Probationary Period for Tenure**

The time when a faculty member will be considered for tenure may be extended by one year. A faculty member should submit a request for the extension of the probationary period for tenure to their departmental chairperson, or academic supervisor, and their dean for recommendation, no later than the beginning of the academic year following the onset of the circumstances that first trigger the need for an extension. The dean shall then submit the request to the Senior Academic Officer for approval. In the event the request is denied, a faculty member may request reconsideration by the University Rank and Tenure Committee in accordance with the process specified in Chapter 5, Section I(4) below. Normally, only one such request will be granted per person. This policy is not meant to provide a leave of absence as described in Chapter 6 below. It simply grants the faculty member a one-year extension in the tenure process.

### **4. Reconsideration**

A faculty member may request reconsideration by the University Rank and Tenure Committee of any recommendation it has made affecting the faculty member. If reconsideration is granted, the Rank and Tenure Committee will take appropriate action, including (but not limited to) referring the matter to the official or body which made the initial adverse decision or recommendation. The purpose of reconsideration is to provide faculty members with the opportunity to respond to decisions that adversely affect them. Requests for reconsideration must be made in writing within 60 days after a faculty member receives official notice of a decision from the Senior Academic Officer. This request must be sent to the Senior Academic Officer, who in turn will refer the request to the University Rank and Tenure Committee.



# CHAPTER 6

## FACULTY DEVELOPMENT OPPORTUNITIES, OBLIGATIONS AND BENEFITS

### A. LEAVES OF ABSENCE AND RESEARCH AWARDS

#### 1. Faculty Development Leave Program

The mission of the Faculty Development Leave Program is to provide tenured and tenure-track faculty members with opportunities to pursue activities that would enhance both their individual careers and their contributions to the broader mission of Loyola. There are two categories of faculty leaves under this program: paid leaves and subvented leaves.

As indicated in Chapter 3, Section D, there is a Faculty Development Review Committee (FDRC) in each school/college of the University, and the recommendations of these committees on leave applications are forwarded to the dean. The dean adds his or her recommendation and forwards the application to the University FDRC. The University FDRC reviews paid leaves and Summer Research Stipend Program applications and makes recommendations to the Senior Academic Officer regarding their funding as resources are available. For additional information regarding the Faculty Development Leave Program, see <http://www.LUC.edu/academicaffairs/resources/facultydevelopmentleaveprogram/>.

#### a. Paid Leaves

A paid faculty development leave may either be a single semester (or other academic term) at full pay or an entire academic year at half-pay and is intended to give the recipient the freedom to focus on important projects without the normal responsibilities associated with teaching and other University assignments. Paid faculty development leaves may be granted for one of two different purposes:

1. Research/Scholarship (including artistic accomplishment). This category includes basic research projects resulting in books or articles, creative artistic work (exhibits, works of art, performances, music or poetry compositions or the like) or any project which materially and significantly enhances one's field of professional expertise.

2. Faculty professional development. This category includes leaves allowing faculty to develop additional expertise related to future career plans at Loyola and/or improving particular programs currently offered at or planned for Loyola.

**b. Subvented Leaves (Leaves of Absence with Partial Pay)**

Faculty members are encouraged to apply for fellowships and personal development grants offered by foundations and federal and other agencies. Some of these fellowships and grants do not support a faculty member's full salary. Faculty who are seeking these fellowships or grants should contact their dean and the Office of Faculty Administration to initiate a request for subvention in the event that they are awarded the fellowship or personal development grant from the outside agency. In cases where the external support is at least 50% of salary, the Senior Academic Officer should make every effort to provide subvention to complete the salary.

**2. Summer Research Stipend Program**

The University Summer Research Stipend Program awards grants to support summer research/scholarship (including artistic accomplishment) for faculty in schools and colleges that do not have a school-specific summer grant program. Each year, tenured and tenure-track faculty in those schools/colleges are invited to submit their proposed research plan for the following summer. These proposals are competitively reviewed by the Faculty Development Review Committee. Supplemental salary is awarded to the most outstanding research projects. For additional information on the Summer Research Stipend Program see <http://www.LUC.edu/academicaffairs/resources/summerresearchstipends/>.

**3. Probationary Faculty Development Grants**

Except for faculty at the Stritch School of Medicine, tenure-track faculty who have successfully completed the mid-probationary review are eligible for Probationary Faculty Development Grants. Probationary Faculty Development Grants provide either for a semester's (or other academic term's) release from teaching and other University assignments with no change in salary or a stipend of up to 2/9 of the faculty member's academic year salary to support summer research.

These grants provide support to pursue research/scholarship (including artistic accomplishment) and/or teaching development activities that will enhance the faculty member's possibility of earning tenure. They are designed to help junior faculty advance their research/scholarship, further their

development as teachers, and respond to the recommendations for improvement communicated in the mid-probationary review report from their dean.

Eligible faculty must apply to their dean for a Probationary Faculty Development Grant. The application, made in writing, shall briefly describe the projects and activities that shall be undertaken, and their intended relationship to the faculty member's further progress toward tenure. Given their purpose, Probationary Faculty Development Grant course releases may not be taken at any time during the academic year in which one has applied for tenure.

#### **4. Internal Fellowships**

Fellowships are available internally for Loyola faculty at the Lakeside Campuses. For further information, see <http://www.LUC.edu/ors/internalfunding.shtml>.

#### **5. Unpaid Leaves**

Faculty members who wish to participate in projects or activities that require their absence from teaching and other responsibilities at Loyola may apply for unpaid leaves. Unpaid leaves may be granted by the Senior Academic Officer at any time in consultation with the faculty member's department or other academic unit and their school/college. A faculty member's request for an unpaid leave of absence may be submitted at any time. In each case, the faculty member's departmental chairperson, or academic supervisor, and dean shall make their recommendations on the merits of the request. Those recommendations and the request itself are to be forwarded to the Senior Academic Officer for a decision. Decisions regarding unpaid leaves are made on a case-by-case basis.

#### **6. Family and Medical Leave Act**

Faculty members may be eligible for unpaid leave under the Family and Medical Leave Act (FMLA). FMLA entitles eligible faculty to take up to twelve weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. Faculty may contact the Senior Academic Officer for further information regarding this type of leave.

#### **7. Extensions of Leaves of Absence**

Leaves of absence of less than one year may be extended to a maximum of one year by the Senior Academic Officer who granted the leave after recommendation by all individuals who initially recommended the leave. Extensions of leaves of absence beyond one year require the recommendation of the Senior Academic Officer and the approval of the President.

## **B. NON-LOYOLA ACTIVITIES**

All full-time faculty members are expected to devote their full time and attention to their Loyola duties. Such faculty members may, however, undertake limited outside employment and professional consulting as set forth below and in compliance with Loyola's Conflict of Interest Policy (see Chapter 5, Section C(2)). No faculty member, whether full-time or part-time, should use Loyola offices, equipment, personnel or other resources for outside employment or professional consulting without special permission from the faculty member's departmental chairperson or academic supervisor and the dean.

### **1. Outside Employment**

For purposes of this Faculty Handbook, outside employment is work performed as a salaried or wage-earning employee of some employer other than Loyola that qualifies under IRS rules as work as an employee. In general, income from outside work is reported on an IRS W-2 tax form.

Teaching in another institution is not permitted except with advance written approval from the Senior Academic Officer after consultation with the dean. Full-time faculty on academic year contracts are expected to devote themselves on a full-time basis to teaching, research/scholarship, professional practice (if applicable) and service to Loyola during the academic year. Full-time faculty on full-year contracts are expected to devote themselves on a full-time basis to teaching, research/scholarship, professional practice (if applicable) and service to Loyola all year. No full-time faculty member is to be employed in any other service or activity which, in the judgment of the University, interferes with the performance of the faculty member's obligations to the University. For this reason, all persons appointed to the full-time faculty are prohibited from outside employment at any time during the academic year without the prior written approval of the Senior Academic Officer. A full-time faculty member interested in outside employment must first discuss it with his or her dean. If the dean recommends permitting the outside employment, the faculty member should set forth this recommendation in writing to the Senior Academic Officer. The faculty member must not begin the outside employment until he or she has received written approval from the Senior Academic Officer. Any such outside employment must be done in accordance with Loyola's Conflict of Interest Policy as discussed in Chapter 5, Section C(2) above. Additionally, as discussed in Chapter 4, Section (C)(2) and Chapter 4, Section (C)(6) above, librarians and archivists, and Arrupe College faculty, may occasionally engage in outside employment, but only with the approval of their respective dean (and in the case of librarians and archivists, and/or the Library Director, if applicable) and the Senior Academic Officer.

## 2. Professional Consulting

Professional consulting is understood as providing one's expert advice on a fee for service basis or in exchange for compensation, including work that qualifies under IRS rules as work as an independent contractor rather than as an employee. In general, income from professional consulting is reported on an IRS Form 1099. Faculty are permitted to engage occasionally in such paid or unpaid consulting activities as are consistent with their professional expertise and which redound to the positive reputation of Loyola, its schools/colleges, its departments and its other academic units. However, consulting activity must not interfere with the faculty member's attending to the full range of his or her teaching, advising, thesis supervision, research/scholarship, professional practice (if applicable), service, or administrative obligations or prevent the faculty member from participating in the intellectual and professional life of their department, academic unit, school/college, and the University. In general, professional consulting should not exceed one day per week during the academic year. Any such professional consulting must be done in accordance with Loyola's Conflict of Interest Policy as discussed in Chapter 5, Section C(2) above and is subject to review by the faculty member's dean. There is no limitation on professional consulting activity during the summer months for faculty on academic year contracts who do not have summer administrative duties. Librarians and archivists, and Arrupe College faculty, may engage in professional consulting when they are not on duty with approval from their respective dean (and in the case of librarians and archivists, and/or the Library Director, if applicable).

## C. BENEFITS

Loyola offers a comprehensive array of benefits providing important security for faculty members and their families. A full description of current benefit programs is available in Loyola's benefits booklet, which may be accessed on Loyola's website at <http://www.LUC.edu/hr/benefits.shtml>. The booklet has a fully searchable table of contents, is updated annually and provides essential information about all faculty benefit plans. In addition, each benefit program is described in detail in Loyola's plan documents and summary plan descriptions, which are available for review from the University's Office of Human Resources. The provisions of the plan documents and summary plan descriptions are periodically updated and amended.

Additionally, a variety of services are available to faculty through the Loyola University Employee's Federal Credit Union (which is an entity separate from the University). Faculty members should contact the Loyola University Employee's Federal Credit Union directly for additional information regarding these services.

## **D. SERVICES**

### **1. Identification Cards**

University identification cards are required in order for faculty to be able to utilize a variety of services including library privileges and access to campus facilities. Faculty members may obtain Loyola identification cards by contacting the Campus Card Offices on the Lakeside Campuses or the security office at the Health Sciences Campus. For the Lakeside Campuses, additional information may be found at <http://www.LUC.edu/campuscard/index.shtml>.

### **2. Library Privileges**

A current Loyola University of Chicago or Loyola University Health System identification card serves as a library card and must be presented for entrance to the libraries and any other library privileges. In addition to extensive book, journal, electronic resources, and special collections, the University Libraries provide traditional services such as reference, interlibrary loan, photocopying, media support services, and many outreach programs. Reciprocal borrowing privileges with other Jesuit universities and selected Chicago universities are also available. Faculty should check with their respective libraries for additional privileges, restricted access, and for specific information about available resources and services.

# CHAPTER 7

## FACULTY CONDUCT AND DISCIPLINE

### A. FACULTY CONDUCT

All faculty are expected to fulfill their academic duties and responsibilities as set forth in Chapter 5 of this Faculty Handbook and to comply with the other applicable sections of this Faculty Handbook and the policies of their school, college, department or other academic unit, and the University.

Unacceptable conduct by faculty that may result in formal disciplinary measures, up to and including termination, includes the following: (a) serious failure to fulfill the academic duties and responsibilities outlined in this Faculty Handbook (see Chapter 5, Section B) or in the policies of the applicable school, college, department, or other academic unit and the University, (b) falsification of credentials; (c) falsification of research or scholarship, or research misconduct; and (d) gross misconduct with respect to generally accepted standards of conduct for University faculty members or violation of University policies governing the conduct of faculty, including, without limitation, confidentiality policies; policies prohibiting the harassment of any student, faculty member or staff of the University; policies prohibiting discriminatory treatment of any student, faculty member, or staff of the University based on his or her protected status or retaliation for having engaged in protected conduct; policies governing the use of University resources or facilities; policies regarding outside employment; conflict of interest policies; and professional conduct policies.

### B. DISCIPLINE/DISCIPLINARY PROCESS

The following disciplinary process will be invoked when a departmental chairperson, academic supervisor or dean has reason to question the conduct of a faculty member. Discipline may include, without limitation, formal reprimand, censure, suspension with or without pay, and/or termination. At each stage in the process, the faculty member must be apprised of the accusations and be provided with the right to respond.

Normally in schools or colleges with departments, the departmental chairperson of the faculty member's department will make an initial recommendation to the appropriate dean(s) regarding discipline of a faculty member. In schools or colleges without departments, or other academic units, the dean or academic supervisor makes the initial recommendation. The dean submits his or her recommendation, and the recommendation of the departmental chairperson or the academic

supervisor, as applicable, to the Senior Academic Officer. The Senior Academic Officer makes the decision as to whether the faculty member will be disciplined and notifies the faculty member of the decision in writing. If a conflict of interest prevents the Senior Academic Officer from being involved, the President will appoint a designee to act in the Senior Academic Officer's place.

## **C. SEPARATION AND TERMINATION**

### **1. Resignation or Retirement**

Contracts between Loyola and its faculty members may be terminated at any time by mutual agreement. Faculty members intending to resign or retire from Loyola are asked to provide notice of this intention as early in the academic year as possible, preferably by January 1st. Letters of resignation or retirement should be directed to the Senior Academic Officer with copies to the appropriate departmental chairpersons, academic supervisors and deans.

Loyola currently offers a voluntary Phased-Retirement Program for full-time tenured faculty members. For additional information regarding this program, see <http://LUC.edu/media/lucedu/academicaffairs/pdfs/phased-transition-program.pdf>.

### **2. Non-Reappointment of Full-Time Non-Tenured Faculty**

Contracts of full-time non-tenured faculty may be of various duration. As the end point of the individual contract (whether a single-year or multi-year contract) of a full-time non-tenured faculty member approaches, the University may decide not to renew. This decision is also referred to as non-reappointment. Subsection 2 (a-c) describes the reasons on which such decisions may be based, the procedures that are followed in making such decisions, and the timing for notifying the affected faculty members of such decisions. This subsection 2 does not apply to those categories of faculty discussed in Subsection 3 (a-c).

#### **a. Reasons for Non-Reappointment**

Decisions not to renew contracts of full-time non-tenured faculty may be based on wide considerations of institutional needs which have nothing to do with the faculty member's competence in his or her field. For example, decline in enrollment, lack of sufficient funding, or changes in curricula, are possible reasons for non-reappointment. Non-reappointment is not to be confused with termination for cause, as defined in subsection 5 below.



### **b. Procedures for Non-Reappointment**

In schools or colleges with departments, normally the departmental chairperson of a full-time non-tenured faculty member makes an initial recommendation to the dean as to whether the faculty member's contract should be renewed. In schools without departments, and other academic units, the dean or academic supervisor makes the initial recommendation. The dean submits his or her recommendation, and the recommendation of the departmental chairperson or academic supervisor, as applicable, to the Senior Academic Officer who makes the ultimate decision as to whether the faculty member's contract will be renewed.

### **c. Notice of Non-Reappointment**

During a full-time non-tenured faculty member's first year of service at Loyola, Loyola may notify the faculty member of its decision not to renew his or her contract for a second academic year by giving written notice to the faculty member at least three calendar months prior to the expiration of the current contract. During a full-time non-tenured faculty member's second consecutive year of service at Loyola, written notice of non-renewal of his or her contract for a third year shall be given at least six calendar months prior to the expiration of the current contract. For full-time non-tenured faculty with one year contracts, after the second consecutive year of service at Loyola, written notice of non-renewal of the contract shall be given no later than the expiration date of the current contract and will state that the contract for the following year is terminal. For full-time non-tenured faculty with multi-year contracts, after the second consecutive year of service, written notice of non-renewal of the contract shall be given at least twelve months prior to the expiration date of the current contract, otherwise an additional one-year terminal contract shall be provided. The notices are issued by the Senior Academic Officer.

## **3. Non-Reappointment of Other Faculty**

This subsection provides the details pertinent to the following categories of faculty below.

### **a. Librarians and Archivists**

Although they have faculty status, librarians and archivists are not subject to all of the contractual terms and conditions of employment as other faculty. However, librarians and archivists are covered by the same employment and termination procedures provided to all other

University non-faculty employees (See description in Chapter 4, Section C(2)).

**b. Research Faculty**

The employment of faculty members whose employment is contingent on external funding, such as research faculty, will terminate when the external funding ceases or becomes insufficient unless terminated earlier for reasons set forth in the faculty member's letter of appointment and/or annual contract or as permitted by this Faculty Handbook.

**c. Visiting Faculty/Temporary Faculty/Coterminous Faculty/Part-Time Faculty/Terminal Year Faculty/Contributed Service Faculty/Arrupe College Faculty**

The employment of faculty members who are hired for a specific semester, academic year or other academic term with no expectation of renewal, such as visiting faculty, part-time faculty, faculty with terminal year contracts, temporary faculty (regardless of term), contributed service faculty and Arrupe College faculty, will terminate upon the expiration of the term stated in the faculty member's letter of appointment and/or annual contract (or, in the case of the Arrupe College faculty, in their offer letter and/or their renewal letter) unless terminated earlier for reasons set forth in the letter of appointment and/or annual contract (or, in the case of the Arrupe College faculty, in their offer letter and/or their renewal letter) or as permitted by this Faculty Handbook. Similarly, a coterminous faculty appointment will terminate upon the completion of the individual's administrative duties unless terminated earlier for reasons set forth in the faculty member's letter of appointment/individual contract or as permitted by this Faculty Handbook.

**4. Significance of Tenure and Termination of Tenured Faculty for Financial Exigency or Program Closure**

The granting of tenure to a full-time faculty member is ordinarily interpreted as an agreement to employ the faculty member in his or her department (or school or college if the latter does not have departments) until the faculty member either retires, resigns, is terminated for reasons set forth in the faculty member's letter of appointment and/or annual contract or in accordance with the provisions of this Faculty Handbook, or in cases of long-term disability.

It is possible, however, that financial or other serious exigencies might require the University to reevaluate the continuation of certain educational programs. Should it become necessary to curtail or eliminate some

educational programs and terminate some tenured faculty appointments within those programs, the University pledges to use fair and effective procedures to provide affected faculty with positions as tenured faculty in other appropriate departments or academic units, if available, to prevent termination from the University. Wide consultation with the concerned segments of the University community, data and documentation, timely notice, and recommendations by the applicable departmental chairperson, the academic supervisor, the dean, the Faculty Committee of the University Senate, and the Senior Academic Officer will be sought in cases where terminations originate from financial or other exigencies. Such terminations are expected to be extremely rare occurrences and are not to be confused with termination for cause as specified in subsection 5 below.

### **5. Termination of Tenured and Non-Tenured Faculty for Cause**

A faculty member, whether tenured or not, may be terminated for cause as discussed in Sections A and B of this chapter.

## **D. FACULTY GRIEVANCE PROCEDURE**

The Faculty Grievance Procedure takes place within the college or school. A faculty member may grieve any action or decision of a supervisor which he or she believes to be unfair, unjust or in violation of established policies or procedures of Loyola as set forth in this Faculty Handbook, except for “appealable” actions or decisions as listed in Subsection E(1) below. The faculty member should seek resolution of the issue with officials in the following order: the departmental chairperson or academic supervisor, the dean of the college or school, and the Senior Academic Officer, whose decision shall be final, unless an action or decision of the Senior Academic Officer is the basis of the original grievance. In the latter case, the faculty member may seek resolution with the President instead, whose decision shall be final.

## **E. FACULTY APPEALS PROCEDURE**

The Faculty Appeals Procedure is a university-wide process (as opposed to the Faculty Grievance Procedure, which takes place within the college or school).

- 1. Issues Subject to this Faculty Appeals Procedure:** In specific instances, a faculty member may have recourse to the Faculty Appeals Procedure. The Faculty Appeals Committee (hereinafter referred to as “the Committee”) has the authority and the responsibility to review certain decisions of the Senior Academic Officer which have been appealed in writing to the President by the faculty member involved and which have not gone through the Faculty Grievance Procedure. Matters

which may be appealed to the President and which the President shall refer to the Committee are matters which allege one or more of the following: (a) that the faculty member involved has been unjustly dismissed for cause; (b) that, in matters involving promotion, tenure, non-reappointment, termination, or salary, there has been discrimination against the faculty member on account of his or her age, sex, race, religion, national origin, sexual orientation, gender identity, non-disqualifying disability, or other characteristic protected by applicable law; (c) that there has been a significant violation of procedures related to decisions affecting promotion, tenure, non-reappointment, termination, or salary; and/or (d) that the faculty member's academic freedom has been violated.

- 2. The Appeal:** If any faculty member alleges cause for appealing for any of one of the four reasons described above, the faculty member may petition the President for redress. The faculty member must set forth in writing the nature of the appeal, how the issue falls within one of the four categories listed in subsection (1) above, a description of the faculty member's attempts to resolve the matter, and any data or information the faculty member deems pertinent to the matter.
- 3. Purpose of the Faculty Appeals Committee/Disposition of the Appeal:** Once the appeal is referred to the President, the President shall refer the appeal to the Committee for recommendation. The Committee may decide not to investigate the matter under appeal if, in its judgment, the allegations presented to it do not meet the criteria outlined in this subsection of the Faculty Handbook. If the Committee makes such a decision, it shall be immediately communicated in writing to the faculty member and those parties involved in the appeal.

If the Committee decides the appeal merits further investigation, the Chair of the Committee shall establish a time and place for the proceedings and notify the faculty member involved, the University administrator(s) who participated in the decision being appealed, any other relevant parties and the members of the Committee, in writing. The Committee shall have the power to conduct an investigation of the appeal, it shall have access to all documents and information relevant to the appeal, and it shall explore reasonable options for resolving the matter. The Committee may make findings of fact and may make non-binding recommendation(s) to the President regarding the resolution of the matter expressed in the appeal.

- 4. Membership of the Faculty Appeals Committee:** The membership of the Committee shall consist of five Loyola tenured faculty for a two-year term (with staggered appointments; two members are replaced each year). Two alternates will also be designated. The Faculty Council shall provide the President with a list of at least eight candidates, from which the President shall choose at least three for membership on the Committee, and at least one as an alternate, and shall designate one person as the Chair. The President shall select the remaining members of the Committee who may or may not be on the Faculty Council's list. No member of the Committee may at the same time serve on the Faculty Committee of the University Senate or the University Rank and Tenure Committee. The faculty member who has filed the appeal must be informed of the membership of the Committee and may object to the participation of any Committee member for cause in writing within fourteen (14) days of receiving notice of the membership. If the President finds the objection to be valid, the President will replace that Committee member with an alternate. A Committee member must recuse himself or herself from participating if the matter relates to the faculty member's department or for any other reason that may cause the Committee member to be unable to render an impartial decision. The recused member will be replaced from a list of alternate members.
- 5. Resolution of the Appeal:** An informal resolution of an appeal may occur at any time. If an informal resolution is reached, then the matter shall be dropped, the appeal withdrawn, and no recommendation from the Committee shall be made. Unless the appeal is withdrawn prior to the termination of the Committee's deliberations, the Committee shall issue its findings and recommendation in writing to the President with a copy to the Senior Academic Officer, within a reasonable period of time from the receipt of the appeal. All decisions of the Committee shall be determined by a majority vote of the members present. The President shall inform the faculty member of his decision within two weeks of receiving the recommendation of the Committee, if practicable. If the issue pertains to the faculty member's promotion or tenure, the President may refer the matter back to the University Rank and Tenure Committee. The decision of the President is final.
- 6. Duties of the Chair:** The Chair of the Faculty Appeals Committee shall convene and preside over all meetings of the Committee. The Chair shall assure that all materials presented to the Committee by either party to the appeal are made available to the other party, and that the work of the Committee is conducted in an orderly and respectful

fashion. The Chair may initiate, continue, suspend, or terminate any aspect of the Committee's proceedings, admit or excuse witnesses, allow or disallow statements or questions, and rule on any questions of procedure as might arise. The Chair may bring to the attention of the Committee any additional materials, policy statements, precedents, or advisory opinions as may be relevant to its deliberations.

- 7. Proceedings of the Committee:** The proceedings of the Committee shall be held within a reasonable period of time of the receipt of the appeal. The Committee shall seek all relevant information and shall have the ability to call witnesses for that purpose. Any member of the Committee, including the Chair, may put questions to any person who comes before the Committee to present information. The scope of the Committee's questions, investigations, findings, actions, and recommendations, however, shall be limited to the specific details of the matter outlined in the faculty member's appeal and any response of University administration. Except when the Committee is deliberating, the faculty member has the right (but is not required) to be present at all meetings dealing with his or her case,

All proceedings and deliberations of the Committee and all documents introduced at such proceedings shall be strictly confidential. Meetings of the Committee are closed and may not be recorded.

- 8. Assistance:** Faculty members may bring a support person to any meeting at which they are allowed to be present. A person serving as support person must be a current Loyola faculty member or Loyola administrator. No person serving as support person may be an attorney functioning as legal counsel for the faculty member or for the University administrator(s). The support person may offer advice or guidance, but may not respond directly to Committee questions nor present information unless the Committee Chair expressly permits the support person to do so.
- 9. Evidence:** Evidence may be verbal or written but must be limited to issues raised in the faculty member's written appeal and in any response by University administration. Only University documents, documents from other independent and reliable sources, and statements made in person to the Committee during a meeting of the Committee may be relied upon as a basis for Committee findings. The Chair may exclude any irrelevant or unduly repetitive evidence. Statements made to members of the Committee outside of meetings are strongly discouraged

and should not be used as the basis for the Committee's findings. However, the personal knowledge of members of the Committee, if stated to the other members of the Committee during deliberations, may be used. In any question regarding the validity or the reliability of any statement or document, the ruling of the Chair of the Committee shall be final.

- 10. Other Persons Invited to Give Testimony:** A faculty member who wishes to have other persons make statements to the Committee, shall make such a request of the Chair in advance of or during a meeting of the Committee. The faculty member shall have the right to ask questions of the witness, and the members of the Committee may ask questions of the witness. The Chair may rule any question out of order. The Chair may establish a time limit for questions or call an end to the questioning by any party or by the members of the Committee. All witnesses shall be excluded from the hearings except during their own testimony.
- 11. Mutual Respect:** During all meetings of the Committee, it is the responsibility of all parties and all members of the Committee to conduct themselves civilly and with respect for one another and for the proceedings at hand. The Chair shall have the right to terminate or suspend any meeting at which suitable decorum is not maintained. The Chair may dismiss temporarily or permanently from the proceedings any person the Chair determines disrupts the work of the Committee.

# CHAPTER 8

## NONDISCRIMINATION POLICY

Loyola is an equal opportunity/affirmative action employer and educator which abides by all applicable provisions of federal, state, and local law. Loyola prohibits discrimination and harassment on the basis of race, color, religion (except where religion is a bona fide occupational qualification for the job), national or ethnic origin, sex, age, disability, marital status, sexual orientation, gender identity, veteran's status or any other characteristic protected by applicable law.

A faculty member who believes he or she may have been discriminated against for any of the reasons listed above should immediately contact the Senior Academic Officer. The Senior Academic Officer will respond by investigating the matter or by taking other appropriate corrective action. Retaliation against any person for complaining about what he or she believes to be discriminatory or harassing conduct in violation of Loyola's policy as stated above, or for cooperating in any investigation of such a complaint, is prohibited. Loyola faculty should also be aware of Loyola's sexual harassment policy, which is located at: [http://www.LUC.edu/hr/policies/policy\\_sexualharassment.shtml](http://www.LUC.edu/hr/policies/policy_sexualharassment.shtml). Loyola faculty who need to request an accommodation for a disability should contact the Senior Academic Officer.



# CHAPTER 9

## AMENDMENTS AND APPROVAL

The policies and procedures described in this Faculty Handbook supersede those in all earlier editions of the Faculty Handbook (and any policies promulgated thereunder) and will continue in effect until superseded by a revision or supplement. Additionally, particular situations may be governed by legal requirements or by plan documents established for particular benefit programs.

This Faculty Handbook has been approved by the University's Board of Trustees. Any amendments or other changes to this Faculty Handbook ultimately must be submitted by the President of the University to the Board of Trustees for approval. In any case where website policies and procedures or department, college, or school guidelines conflict with this Faculty Handbook, the provisions of this Faculty Handbook prevail.

Changes to the Faculty Handbook may be initiated by any group such as Faculty Council, the Faculty Committee of the University Senate or the administration. The Faculty Committee of the University Senate and Faculty Council, in consultation with the Senior Academic Officers, review proposed changes to the Faculty Handbook and proposed significant changes of policies referenced in the Web site links appearing in the Faculty Handbook. Recommendations regarding proposed changes to the Faculty Handbook are forwarded to the President. Such changes include, but are not limited to, policies and procedures relating to faculty titles, contracts, compensation, evaluation of faculty performance, separation, policies related to teaching and research, and changes in the University's judicial procedures as they relate to faculty.

An on-line version of the Faculty Handbook will be posted on the University website and all faculty will be provided with a print copy of the Faculty Handbook. Notwithstanding anything to the contrary in this Faculty Handbook, the University may update Web site links appearing in the Faculty Handbook as necessary from time to time.

Any subsequent changes in the Faculty Handbook that are approved via the above-mentioned process will be incorporated as addenda (including the date of adoption) to the on-line version of the Faculty Handbook. Faculty will be informed of any handbook changes in a given academic year by written notice. These changes shall be incorporated every three years into a new print/on-line edition for distribution to faculty.















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