student's posture as a learner and should be appropriately available to students for consultation on course work.

2.5 Faculty members have the responsibility to provide timely and adequate notice of their intention to interrupt or terminate institutional services.

3. WRITTEN TERMS OF EMPLOYMENT

3.1 All new faculty members shall be provided with an appointment letter stating the initial terms and conditions of employment. Any subsequent modifications or special understandings in regard to the appointment, which may be made on an annual basis, should be stated in writing and a copy given to the faculty member. All faculty members, unless the terms and conditions of their appointment letter state otherwise, are expected to engage in teaching, scholarship, and service. Essential job functions for a position may vary depending upon the nature of the department in which the faculty member holds expertise, external funding requirements attached to the position, licensing or accreditation requirements, and other circumstances. It is therefore important that essential job functions for each faculty position be listed in the initial appointment letter. For example, all of the following that are applicable should be listed: teaching responsibilities, responsibilities for advising students, independent and/or collaborative research responsibilities, engaging in patient care, committee assignments, conditions imposed by external accrediting agencies, conditions for holding a named professorship or endowed chair, or a position that combines academic and administrative duties, and any other specific essential functions for the position in question. All appointment letters must indicate whether the appointment being offered is with tenure, tenure-accruing, or non-tenure accruing.

3.2 The system academic institution shall notify faculty members annually, in writing, of their salary. Any other changes or additions to the appointment also should be included.

3.3 Faculty members are expected to fulfill the terms and conditions of employment for the following year unless they resign prior to thirty (30) calendar days after receiving notice of the terms.

4. TENURE POLICY

Tenure means the entitlement of faculty members to continue in their academic positions unless dismissed for good cause. Tenured faculty who remain in good standing shall continue to enjoy those privileges customarily associated with tenure, including an expectation of continuing employment, appropriate compensation, a suitable office and workspace, serving as a principal investigator and conducting research, teaching classes, participating in faculty governance, and representing oneself as a tenured faculty member at his or her system academic institution. However, tenure shall not be construed as creating a property interest\(^1\) in any attributes of the faculty position beyond the faculty member's regular annual salary. A specific system of faculty tenure should undergird the integrity of each system academic institution. System academic institution tenure systems should have these elements:

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\(^1\) A property interest refers to the constitutionally protected interest that may not be taken by the state without affording due process as required by federal and state law.
4.1 Beginning with appointment to a tenure-track position, the probationary period for a faculty member shall not exceed seven (7) years. This period may, at the system academic institution's option, include appropriate full-time service at other institutions of higher education, even if the inclusion of such service extends the total probationary period in the academic profession beyond the normal maximum of seven (7) years. However, any credit for prior service included within the seven-year probationary period shall be agreed upon in writing at the time of employment. System academic institutions shall develop a rule authorizing extension of the probationary period beyond seven (7) years to permit a possible “time-out” due to special conditions or in order to pursue special opportunities. Such extensions must be based on extraordinary circumstances and require written concurrence by the faculty member, department head, dean and the chief academic officer, or the chief academic officer’s designee. Tenure is granted only by the affirmative action of the system Board of Regents (board) upon recommendation of the chief executive officer (CEO). At the conclusion of the probationary period, unless appropriately informed otherwise, the faculty member shall not have tenure. Prior to the beginning of the last year of the probationary period, the system academic institution shall notify the faculty member in writing of a decision regarding the granting or denial of tenure. The failure by the system academic institution to so notify shall not be construed as a grant of de facto tenure. If the decision is not to award tenure, the faculty member is entitled to serve for one additional contract year following the term or semester in which the notice is received.

4.2 Notice of non-reappointment, or of intention not to reappoint a faculty member, should be given in writing in accordance with the following standards:

(a) not later than March 1 of the first academic year of probationary service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination;

(b) not later than December 15 of the second year of probationary service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination; and

(c) at least twelve months before the expiration of a probationary appointment after two or more years with the system academic institution.

4.3 Good cause for dismissal of a faculty member with tenure will relate directly and substantially to the performance of professional duties, and may include, but shall not be limited to, the following:

(a) professional incompetence;

(b) continuing or repeated failure to perform duties or meet responsibilities to the system academic institution or to students or associates;

(c) failure to successfully complete a post tenure review professional development program;

(d) moral turpitude adversely affecting the performance of duties or the meeting of responsibilities to the system academic institution, or to students or associates;
(e) violation of system policies, system regulations, system academic institution rules, or laws substantially related to performance of faculty duties;

(f) conviction of a crime substantially related to the fitness of a faculty member to engage in teaching, research, service/outreach, and/or administration;

(g) unprofessional conduct adversely affecting to a material and substantial degree the performance of duties or the meeting of responsibilities to the system academic institution, or to students or associates;

(h) falsification of academic credentials;

(i) bona fide financial exigency or the phasing out of institutional programs requiring reduction of faculty (see Section 9); or

(j) the reduction or discontinuance of institutional programs based on educational considerations and requiring the termination of faculty members (see Section 9).

4.4 A faculty member with tenure shall not be dismissed until he or she has received notice of the cause for dismissal and, except as specified in Section 8 of this policy, only after an opportunity for a hearing pursuant to procedures established in accordance with Section 8.

5. ADMINISTRATIVE LEAVE

Faculty members may be placed on administrative leave with pay by the faculty member’s dean, with the concurrence of the dean of faculties (or provost if there is no dean of faculties) pending an investigation into matters pertaining to the faculty member’s job performance, including but not limited to, fiscal matters and improper conduct in teaching, research, or service. Notification shall be given in writing and shall include the reasons for placing the faculty member on administrative leave with pay and the terms of the leave. A faculty member placed on administrative leave with pay may appeal the decision to the provost by submitting an appeal in writing. The provost will conduct the appeal, and may appoint a person or persons to assist the provost in the appeal. The investigation process is not stayed by an appeal. The appeal should be completed within five (5) business days of the receipt of the appeal. This provision is distinct from suspension during the pendency of termination proceedings. Placing a faculty member on administrative leave with pay is justified to aid in an investigation or if the welfare of the faculty member or that of students, colleagues or other institutional employees is threatened by continuance, or if the continued presence of the faculty member would be disruptive of the regular operations of the system academic institution. Any such leave should be with appropriate provisions for useful duties, including appropriate access to classrooms, laboratories, libraries and other facilities. A tenured faculty member who has been placed on administrative leave with pay shall be entitled to his or her regular annual salary.

6. FACULTY DISMISSALS FOR CAUSE

System academic institutions shall establish proper procedures for dismissal of faculty for cause. These dismissal procedures shall apply only to a faculty member who has tenure or whose term appointment has not expired at the time of the dismissal. Such procedures shall have the following parts: