STATEMENT OF THE FACULTY SENATE

The Faculty Handbook represents a distillation of the policies related to University governance and faculty rights. Many operational procedures appear in the “Teaching Policies” or other sections of this site.

Many of the sections of this Handbook originated as actions by the Faculty Senate, Provost, President and/or Board of Trustees, and these are indicated by footnotes; other sections have emerged from the mists of the past without apparent pedigree.

To the extent that modification and revision of the Handbook do not constitute simple updating of factual materials, or changes to confirm to applicable laws, we believe that collegiality requires continued consultation between the Faculty Senate, the Provost and the President in order to maintain the vitality of this document as the basis of University governance. It is the position of the Faculty Senate that substantive changes to this Handbook for which procedures are not already mandated by the Handbook itself should receive the approval of the Faculty Senate.

Please note: All sections of this Faculty Handbook generally apply to all Teaching Faculty. However, because various provisions and policies of this Handbook and other policies and procedures on this site do not, in many cases, apply to all categories of faculty/academic personnel, some policies have been annotated to indicate the group(s) to which they apply.

1 Amended by the Faculty Senate 25 February 1991. Original version approved by the Faculty Senate 13 June 1988. Reaffirmed 7 May 1990, with the additional resolution:
“BE IT RESOLVED
a) That the administration shall consult with the Senate Agenda Committee on any proposed revisions in the Faculty Handbook;
b) That the Agenda Committee shall review all such proposed revisions;
c) That, unless the Agenda Committee unanimously agrees that the proposed revisions do not substantially alter existing policies, the Agenda committee shall present the revisions in question to the Senate for discussion and vote.”
FACULTY SENATE BY-LAWS

1. Definition

The Faculty Senate, together with the Administration of the University, has the responsibility of maintaining and improving the academic standards of the University and making the functioning of the University more effective and harmonious. It is the highest faculty governance body in the University. It also coordinates activities among the various College faculties as well as those that involve both the administration and faculty of the University.

2. Functions and Responsibilities of the Faculty Senate

a. To act as a coordinating body to establish mutually satisfactory academic goals and standards among the various Colleges and divisions;
b. To be consulted as either a whole body or in appropriate committees on all policies, proposals, and problems of faculty concern, including such matters as the creation of new colleges, new campuses, and new departments;
c. To be the final faculty body to deliberate and act upon recommendations from the University Undergraduate Curriculum Committee or the Graduate Council;
d. To initiate consideration and recommendation on any matter of faculty concern;
e. To undertake such legislative and advisory functions in connection with the work of the University as may be referred to it by the President and Board of Trustees; and
f. To provide communication between the University faculty and the Administration.

3. Composition

The Faculty Senate comprises forty members, thirty elected faculty members, the Provost, and nine administrators who are tenured or tenure-track members of the faculty appointed by the President or his/her designee. Thirty faculty members are elected by and from the tenured and tenure-track faculty of the degree-granting Colleges.

Other members of the University Community may attend meetings of the Senate, but they have no vote and enter into discussion only at the pleasure of the Senate.

a. Officers of the Senate

1) The Chair of the Faculty Senate shall be the Provost. He or she shall normally preside at all meetings of the Senate, although the President of the University may preside at his or her pleasure.

2) The Vice Chair shall be elected annually from among the elected members of the Senate. He or she shall preside at the Senate in the absence of the Chair, and act as Chair of the Faculty Senate Agenda Committee. In either of these capacities, the Vice Chair shall retain his or her right to vote.

3) The Secretary shall be elected annually from among the elected members of the Senate. He or she shall record the business of the Senate, and at the completion of every academic year shall submit a written report of the Senate's activities to the University faculty.

4) The Vice Chair, Secretary, and members of the Agenda Committee shall be elected as follows:

   a) Election of the Vice Chair

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1 Original By-laws approved by the Board of Trustees, June 19, 1961. Approved by the Faculty Senate by a vote of 31-0-3 on February 26, 2014; approved by Faculty referendum 154-16-1. Approved by the Board of Trustees on June 6, 2014.
**Nominations** - Nominations for the office of Vice Chair shall be made from the floor at the same meeting of the Faculty Senate at which the election is to take place. No second shall be required. The Chair shall query each person so named as to his or her willingness to be a candidate, and the names of those who decline candidacy shall be withdrawn from consideration. Senators not present at the meeting shall not be named as nominees unless they have signified in writing their willingness to be candidates.

**Introduction of Candidates** - Whenever possible, the Chair will introduce nominees for Vice Chair to the Senate, and candidates nominated by the above procedure shall be permitted up to five minutes to introduce themselves and express their views.

**The Election Ballot** - Each Senator shall vote for one of the nominees by secret ballot. The person receiving the majority of the votes cast shall be elected. Should no candidate receive a majority of votes cast, the two candidates receiving the most votes shall participate in a run-off election. The candidate receiving the majority of the votes shall be elected Vice Chair.

b) Election of the Secretary  
The procedure for the election of the Secretary shall be the same as that for the election of the Vice Chair.

c) Election of Members of the Agenda Committee  
Following the election of the Vice Chair and the Secretary, pre-nominations shall be made from the floor for members of the Agenda Committee. No second shall be required. The consent of those pre-nominated shall be obtained in the same manner as for the Vice Chair.

On the first nomination ballot, each Senator shall vote by secret ballot for no more than two names from the pre-nomination list. The four Senators receiving the highest number of votes shall be the nominees. In the event of a tie for fourth place, all persons so tied shall be nominees.

On the first election ballot, each Senator shall vote by secret ballot for no more than two of the nominees. Those two nominees receiving the highest number of votes shall be elected. In the event of a tie for second place, a runoff election shall be held. The nomination and election of the other two members of the Agenda Committee from the remaining names of the pre-nomination list shall be conducted in the same manner as prescribed above.

b. Elections and Terms of Senators

The term of office for elected Senate members shall be two years, and run from July 1 of the first academic year to June 30 of the second academic year. In case of a vacancy during a term, a special election shall be held to select a member for the unexpired portion. A member may serve two successive full terms. A member who has just completed two successive full terms is eligible for reelection a year later.

Thirty tenured or tenure-track faculty members of the Senate shall be elected proportionately from the following degree-granting Colleges: Bouvé, College of Arts Media and Design, College of Computer and Information Sciences; College of Engineering, College of Science, College of Social Sciences and Humanities, D’Amore-McKim School of Business, and the School of Law. Each of these Units shall have at least one Senate representative, but those with larger faculties shall have correspondingly more representatives. In the spring quarter of every year, prior to the election, the Senate Agenda Committee will announce the number of the thirty Senate seats to be given each College for the following year. Its determination shall be based upon the number of full-time tenured or tenure-track faculty members in each of the Colleges on February 1.

c. Elections to the Faculty Senate shall be conducted in each of these Units by the end of the eighth week of the spring semester in accordance with the following procedures and regulations:

1) General Regulations
a) Each full-time faculty member is eligible to vote. However, only tenured or tenure-track faculty are eligible to serve.

b) The Dean of each Unit will transmit to all faculty members of the Unit, at least one week prior to the elections, a list of those faculty members eligible to vote and a list of all tenured or tenure-track faculty members eligible to serve as Senators, indicating those members who are continuing members of the Senate and those who are not eligible to be re-elected.

c) The nomination and election will be conducted by a designee of the Agenda Committee.

d) Secret ballots shall be used for all voting.

2) Nomination Procedure

a) Any eligible faculty member may be nominated for a vacancy by a single member of the voting faculty in the Unit. The nominee must either accept the nomination in person, or submit a written statement of willingness to serve to the designee of the Agenda Committee prior to the election, for the nomination to be in order. Any faculty member has the right to decline nomination.

b) After nominations have closed, the nominees will each have up to five minutes to present a statement to the body.

3) Election Procedure

a) If there is a single vacancy to be filled, there will be a vote by secret ballot. A candidate receiving a majority of the votes cast is elected. If no candidate receives a majority, there will be a second ballot to choose between the two nominees receiving the highest number of votes on the first ballot. If there is a tie between candidates on the first ballot, there will be a preliminary runoff to determine the two candidates for the final ballot.

b) If there is more than one vacancy to be filled, the election will be conducted in two stages. In the first stage, one-half of the number of vacancies will be filled (rounding up to the next highest integer if this number is odd). In the second stage, the remaining vacancies will be filled.

c) If in either stage the number of nominees exceeds twice the number of vacancies to be elected, there will be a qualifying ballot to reduce the number of candidates to this level. In the event of a tie for a qualifying position, all candidates tied shall be qualified.

d) After the qualifying ballot, if any, there will be a ballot in which the faculty members receiving the highest number of votes will be elected to the positions to be filled. In the event of a tie for the last position(s), there will be a runoff ballot to fill the position(s).

e) At each stage, each eligible faculty member may vote in each ballot for up to as many candidates as there are vacancies to be filled.

Interim elections to fill vacancies which may occur between regular elections will follow the same procedures with timing altered to fit the need of the vacancy.

4. Committees of the Faculty Senate

Most of the work of the Faculty Senate is performed by Standing and Ad Hoc committees.

a. Faculty Senate Agenda Committee

This Committee consists of the Vice Chair of the Senate who will act as chair of the Committee; the Secretary of the Senate who will be its secretary; and four additional Senators elected annually by the
Senate from among the elected members of the Senate. The election of the Agenda Committee shall take place in the spring semester preceding the academic year of its incumbency. After the annual Senate elections have been completed, the existing Agenda Committee shall call the Senators-designate to an organizational meeting for the sole purpose of electing the Agenda Committee for the forthcoming academic year. The officers of the existing Senate shall conduct the organizational meeting. The new Agenda Committee and the new Senate shall succeed to their responsibilities on July 1 or earlier with the agreement of the prior year’s Agenda Committee.

1) This Committee arranges the agenda for all Senate meetings, submits all assignments to standing committees, and establish ad hoc committees for special studies whenever necessary. An item of business may, however, be brought before the Senate for discussion without approval of the Agenda Committee if (i) a motion to do so is made and seconded, in writing, directly to the presiding officer of the Senate, and (ii) a majority of the Senate agrees to the discussion. The item shall then become an item of business at the next succeeding meeting.

2) The Financial Affairs Committee, the Administrator Evaluation Oversight Committee, and the Committee on Full-Time, Non-Tenure-Track Faculty shall be staffed and charged each year. The remaining committees shall be staffed and charged in most years, as needed. As much as possible, committee members shall serve two-year staggered terms. The Agenda Committee may also establish ad hoc committees at its discretion. Detailed descriptions of all Standing Committees are maintained in a separate document.

3) All Senate committees are responsible to the Agenda Committee and must submit their reports to it for review before presentation to the Senate. The Agenda Committee will have the right to return reports to committees if it feels it necessary.

4) The Agenda Committee also provides a regular channel for consultation and communication between the faculty and administration in matters of new programs, planning, and University policy by meeting regularly with the President and the Provost of the University.

5) The Agenda Committee shall be represented by one or more of its members on University-level committees that affect the academic endeavors of the University, including those dealing with issues such as financial planning and technology policy, and shall encourage the participation of other faculty members on these bodies.

6) The Agenda Committee meets at least once each year with the Academic Affairs Committee of the Board of Trustees to report on Senate actions and issues coming before the Senate, and to discuss matters of mutual concern. By mutual agreement, the committees may hold more frequent meetings.

7) At each Senate meeting the Agenda Committee shall present an oral or written report briefing the Senate on its activities.

b. A list of Senate Standing Committees is maintained in a separate document.

c. Ad hoc Committees

These Committees are established by the Agenda Committee as the need arises. Members of the University administration may serve on these Committees, but the Chair must be elected by each ad hoc Committee from among its faculty members.

5. Procedural Policy of the Faculty Senate

a. The Faculty Senate will meet in plenary session at least twice per semester, and more frequently, if necessary, subject to the decision of the Agenda Committee. A simple majority of the total membership shall constitute a quorum.
b. The Faculty Senate will forward resolutions and reports to the University President, forwards them to the Board of Trustees as appropriate. Certain routine matters, however, may be forwarded at the discretion of the Senate to an appropriate administrator through the Office of the President.

c. The Faculty Senate, at its discretion, may refer matters under consideration to referendum by either the tenured and tenure-track faculty, the College faculties, or such other groups as it deems appropriate. Such referenda shall be binding on the Senate, provided that at least two-thirds of those eligible shall have participated in the voting.

d. All faculty, students, staff, and administrators may attend non-executive sessions of the Faculty Senate, but will not be permitted to vote. Only Senators and tenured and tenure-track faculty may be present when the Senate meets in executive session. The Senate shall meet in executive session when

1) the Agenda Committee designates such a session in advance, or

2) During a meeting a simple majority vote cast in secret ballot orders it. (A motion on the Senate floor to move into executive session shall be non-debatable and always in order during debate.)

e. At all sessions of the Senate the floor may be yielded by any member of the Senate to a non-Senator unless this procedure is expressly suspended by a simple majority vote cast in secret ballot. Yielding the floor to a non-Senator shall not be construed as in any way limiting the right of debate of the yielding Senator.

f. The Faculty Senate, through its authorized committees or representatives, shall receive information that it needs for its studies from the staff offices of the University.

g. The rules or procedures in Senate meetings, except as otherwise specified, shall be those presented in the most recent revision of Robert's Rules of Order.

h. The Faculty Senate may adopt rules and regulations for its own operation not inconsistent with the bylaws of the University or the bylaws of the Senate as set forth above.

6. Amendments to the Faculty Senate Bylaws

a. The foregoing Faculty Senate bylaws may be altered, amended, or repealed, in whole or in part, in accordance with the following procedures.

1) The Method of Proposing Amendments to the Senate Bylaws

   a) Senate Voting Requirement. A two-thirds affirmative vote of all Senators voting 'yea' or 'nay' in a roll-call vote shall be necessary to propose a bylaw amendment to the faculty from whom the Senators are elected.

   b) Faculty Notice. At least two successive weeks' notice must be given in writing to each Senator, and the announcement of a proposed amendment and its text must appear on at least two successive Senate agendas circulated to the faculty immediately prior to the beginning of any Senate debate on a proposed amendment.

During the Senate floor debate on an amendment proposal, the usual procedures in the most recent revision of Robert's Rules of Order for proposing amendments to any main motion shall apply, thus making advance notice not required.

2) The Methods of Ratification of Proposed Senate Bylaw Amendments

Ratification of proposed amendments to the Faculty Senate bylaws shall require the participation of a minimum of 25 percent of the tenured and tenure-track faculty.
A two-thirds majority of the tenured and tenure-track faculty voting 'yea' or 'nay' by returned secret ballot, shall be necessary to ratify a Senate-proposed bylaw amendment. The list of faculty entitled to vote shall be compiled by the Senate Agenda Committee in conjunction with the University's chief academic officer. Thereafter a ballot prepared by the Agenda Committee, detailing the proposed bylaw amendment(s) and the changes it (they) would effectuate, shall be sent to the listed faculty. The deadline for the return of ballots may not be shorter than ten University working days and must be printed on the face of the ballot itself.

The Faculty Senate Agenda Committee shall be responsible for the integrity of the balloting procedures; shall count the ballots; and shall certify the outcome of the balloting to the Faculty Senate, the President and the Board of Trustees.

3) Operativeness of Amendments

Amendments to the Senate bylaws shall automatically go into effect unless they have been disapproved by the Board of Trustees within 90 days after written notice of faculty ratification has been sent to the President by the Senate Agenda Committee.

b. The foregoing organizational arrangements may be altered, amended, or repealed by the Board of Trustees at any of its regular meetings.
**DISMISSAL PROCEEDINGS**

Dismissal of a faculty member who has tenure or whose term appointment has not expired is the most severe sanction which the University may impose. An administrative officer who intends to request that dismissal proceedings begin should do so only when there is clear evidence to show adequate cause for dismissal. Adequate cause for dismissal will be gross personal misconduct, gross neglect of duty, or the unfitness of the faculty member in his or her professional capacity as a teacher or a researcher. Except in an unusually serious or sudden case of gross personal misconduct (including sexual harassment), gross neglect of duty, or unfitness in one's professional capacity, a request for dismissal proceedings should come forth only after a history of prior formal disciplinary action has been established.

1. Preliminary Proceedings Concerning Cause for Dismissal of a Faculty Member

When reason arises to consider dismissal of a faculty member, the Provost (or a representative specifically designated by the Provost) should discuss the matter with him/her in personal conference. The matter may be terminated by mutual consent at that point, a corrective disciplinary sanction may be imposed (with the faculty member retaining his/her rights under the Faculty Grievance Procedure), or a request to commence dismissal proceedings may be made by the President to the Faculty Senate Agenda Committee.

a. In the request the President shall state, in general terms, the grounds for dismissal of the faculty member and shall state that a bill of particulars has been prepared which will be delivered to a Committee of Inquiry when it commences its investigation.

1) At the same time that the request for dismissal proceedings is sent to the Senate Agenda Committee a copy of that request shall be delivered to the faculty member.

2) The bill of particulars shall include:

a) The specific charge(s) which would establish cause for dismissal, clearly identifying the rules, regulations, policies, and/or norms of professional conduct alleged to have been violated.

b) For each charge alleged as the basis for dismissal:

1. the time or times of alleged cause;
2. the place or places of alleged cause;
3. the manner in which alleged cause was committed (the activity or failure to act);
4. the means, if any, employed to commit the alleged cause;
5. the name or names of person(s), if any, other than the accused, present during commission of alleged cause and of whom the University currently has knowledge (or upon whom the University plans to rely in proof of its case).

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1 Modified from procedures approved by the American Association of University Professors, April 1958. Revised procedures approved by Faculty Senate, February 26, 1990; editorial revisions accepted by the Senate Agenda Committee, June 15, 1990. Approved by Board of Trustees October 12, 1990 with further editorial revisions accepted by the Senate Agenda Committee, January 29, 1991. The procedure applies to Teaching Faculty (2.1-4), Clinical and Academic Specialists (2.7), and to Co-op Coordinators (2.9) only.
c) For each charge alleged as the basis for dismissal: A statement detailing previous disciplinary action taken against the faculty member with respect to each charge alleged as the basis for dismissal.

3) At the same time that the bill of particulars is sent to the Committee of Inquiry a copy shall be delivered to the faculty member.

b. When the Senate Agenda Committee has received the President's request, it shall appoint a Committee of Inquiry consisting of five faculty members not part of the department or equivalent academic unit to which the person under investigation belongs.

1) The function of the Committee of Inquiry shall be to conduct an informal inquiry into the situation specified in the bill of particulars and to determine whether, in its view, there is sufficient evidence to demonstrate probable cause for dismissal.

2) It is the burden of the University to present the specific charges against the faculty member. The Committee of Inquiry will reach its findings solely on the basis of the charges brought, and will not formulate charges which have not already been specified in the bill of particulars.

3) During the informal inquiry, neither the University nor the faculty member is entitled to representation by an attorney before the Committee of Inquiry. However, the faculty member is permitted to bring another faculty member, as an observer, to any meeting between him/her and the Committee.

4) The Committee of Inquiry shall submit its findings in writing to the President with a specific finding as to each charge and a conclusion as to whether probable cause exists to justify commencing formal dismissal proceedings.

5) When the President and the Committee of Inquiry agree that probable cause for dismissal exists, a written statement to that effect shall be jointly formulated, specifying the charges. If there is disagreement between the President and the Committee of Inquiry, the President reserves the right to proceed to a formal dismissal hearing based on a unilaterally formulated statement of charges.

6) A communication from the President to the faculty member, together with any statement formulated in step 5) shall inform the faculty member that further action will not proceed or shall inform him/her that formal dismissal proceedings will proceed. A copy of this communication and the detailed statement of charges shall be transmitted to the Senate Agenda Committee.

2. Commencement of Formal Proceedings

a. Upon receipt of the President's communication that dismissal proceedings shall commence, and the statement of charges, the Senate Agenda Committee shall serve notice to the faculty member that a hearing to determine whether he/she should be

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2 If a Review Committee under the Sexual Harassment Procedure (adopted by the Board of Trustees, on March 24, 1982) has recommended that the faculty member be dismissed and the President concurs, the President shall request a formal dismissal proceeding without the informal inquiry steps enumerated in this subsection. The Review Committee shall be deemed to have substituted for the Committee of Inquiry, and the Review Committee's evidence, determination, and summary of reasons shall replace those which would have come from the Committee of Inquiry. In all other respects, the dismissal procedure shall be followed.
removed from his/her faculty position on the grounds stated will be conducted at a specified date, time and place.

b. Notice of hearing will be served at least thirty calendar days prior to the date of the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. In any case, the faculty member must make a detailed and specific written response to the statement of charges not less than fourteen calendar days before the date of the hearing.

c. If the faculty member does not respond to the notice of hearing and statement of charges, the hearing will go forward without the faculty member being permitted to participate. If the faculty member denies the charges or asserts that the charges do not support a finding of adequate cause, but waives a hearing, the hearing will go forward and the faculty member may participate.

3. Assistance for Committee of Inquiry and Hearing Committee

a. In the course of preliminary proceedings and/or formal dismissal proceedings, the Senate Agenda Committee may deem it necessary to seek legal counsel on issues of process, for itself or for the Committee of Inquiry. The Agenda Committee will appoint such counsel. The University administration will provide a reasonable budget to meet the expense of such counsel.

b. To assure impartiality of the Agenda Committee’s counsel, and to assure impartiality of the hearing master, payments to these persons will be made from a budget account established by the University administration for that purpose at the commencement of dismissal proceedings, and administered by the Agenda Committee (subject to regular University budgetary procedures). In addition, this budget will cover the costs of preparing transcripts as required below.

4. Hearing Committee

a. The Hearing Committee will be comprised of six faculty members chosen by the Senate Agenda Committee from among its members and/or the members of the previous four Agenda Committees.

b. A master will be appointed to facilitate the hearing process as an agent of the Hearing Committee. The master will be a legal professional with experience as an arbitrator, chosen by the Hearing Committee.

5. Committee Proceeding

a. Representation by Counsel

During the proceedings the faculty member is entitled to counsel and an academic advisor of his/her choice. The administration’s case may be offered by an administrator designated by the President and/or by designated counsel.

b. Hearing Proceedings

1) Initial Hearing Session
The initial session of the hearing will take place on the date established by the Agenda Committee in the notice of hearing. A postponement may be granted only at the will of the Hearing Committee.

This session will bring together the parties, the Hearing Committee and the master, to place in the record the statement of charges and to deal with preliminary procedural matters.

The session will be convened by the Chair of the Hearing Committee. After having been introduced to the parties, the master will then preside.

Upon adjournment of the initial session, the formal hearing before the Committee will normally resume only after the master has completed the findings of fact.

2) Fact Finding

To facilitate the progress of the formal hearing, the Hearing Committee will designate the master to be its agent in determining the facts of the case. The master will hold evidentiary sessions in which the administration and the faculty member will present the evidence in the case, including testimony and cross-examination of witnesses. A verbatim transcript will be taken.

Hearing Committee members will not be required to attend these sessions.

When the presentation of evidence is concluded, the master will make the findings of fact. These findings shall be presented to the Hearing Committee, in writing. The University and the faculty member may present specific written exceptions to the findings of fact if they believe that a finding is not reasonably based on evidence in the record. The transcript of the presentation of evidence will be made available to the Hearing Committee.

3) Procedures

a) The Hearing Committee and the master will not be bound by strict legal rules of evidence, and may admit any evidence which has a tendency to prove any fact of consequence to a determination of the issues to be decided.

   Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure. The Hearing Committee, in consultation with the master, will make rulings with regard to granting adjournment or termination of the hearing.

b) The proceedings shall be closed unless all parties including the Hearing Committee agree that they should be open.

c) The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. To this end, the administration will cooperate with the Hearing Committee and the master in attempting to secure witnesses and making available documentary and other evidence.

d) The faculty member and the administration will have the right to confront and cross-examine all witnesses unless the faculty member has been excluded from the
proceeding under the terms of 2.C above. Where witnesses cannot or will not appear, but the master or the Hearing Committee determines that the interests of justice require admission of their statements, the witnesses will be identified; the master will conduct an interview, if possible, and will read a report of the interview into the record.

e) In the hearing of charges of incompetence, the testimony may include that of experts including qualified faculty members from this or other colleges or universities.

f) A verbatim transcript of the fact-finding sessions and of the hearing will be taken. Once the transcript has been received from the stenographer, a copy will be made available to the faculty member at his/her request.

4) Formal Hearing

a) When the formal hearing resumes, the Hearing Committee will receive the master's findings and any exceptions thereto, and will hear oral argument by both sides.

b) If circumstances warrant, the Hearing Committee may request documentary evidence or the appearance of witnesses other than those presented by the faculty member or the administration. The Hearing Committee or the master (at its request) may reexamine witnesses heard during the fact-finding.

c) If the Hearing Committee feels that written briefs would be helpful, it may request them.

6. Consideration by Hearing Committee

a. The Hearing Committee will reach its decision in conference without assistance of counsel or the master. The findings of fact and the decision will be based solely on the hearing record. The burden of proof that adequate cause exists rests with the administration and will be satisfied only by a preponderance of clear and convincing evidence in the record considered as a whole.

b. The Hearing Committee will make explicit findings with respect to each of the charges presented. It may, at its discretion, prepare a reasoned opinion. If the Hearing Committee decides that the facts establish adequate cause for some form of discipline, but not for dismissal, it may recommend a disciplinary sanction other than dismissal. If a faculty member has previously been suspended without pay, such a suspension may not be recommended by the Hearing Committee.

c. Publicity concerning the Hearing Committee's decision should be withheld until final consideration has been given to the case by the Board of Trustees. Any release to the public should be made through the President's Office.

7. Consideration by the Board of Trustees

The President will transmit to the Board of Trustees the full report of the Hearing Committee, stating its action. If the Board of Trustees, or a duly authorized committee thereof, chooses to review the case, its review will be based on the record of the committee hearing, and it may
provide opportunity for argument, oral, written or both, by the principals at the hearing, or by their representatives. The decision of the Hearing Committee should either be sustained or the proceeding returned to the Committee with objections specified. If the Board of Trustees has objections regarding limited aspects of the Hearing Committee decision, the decision may be returned to the Hearing Committee for reconsideration limited to those specified issues.

The Committee will then reconsider, taking into account the stated objections and receiving new evidence if necessary. It should frame its decision and communicate it in the same manner as before. The Board of Trustees will make a final decision only after study of the Committee’s reconsideration.

The Faculty Grievance Procedure shall not apply to this Dismissal Procedure or any final action taken pursuant to it.

8. Suspension of the Faculty Member during Proceedings

The University may institute suspension of the faculty member during the proceedings only if immediate harm to the faculty member or to others is threatened by continuing his/her employment responsibilities. Unless legal considerations forbid, any such suspension shall be with pay.

9. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by the faculty member, administrative officers, Hearing Committee members, or legal counsel shall be avoided so far as possible until the proceedings have been completed. Announcement of the final decision shall be made by the President. If the final decision differs from the Hearing Committee's recommendation, the announcement shall include a statement of that recommendation.
**POLICY REGARDING FACULTY DISCIPLINE**

The University has the inherent right to discipline a faculty member for just cause.

In the event that a faculty member is accused of violating well-established, University-wide policies or procedures (e.g., those regarding sexual harassment, discrimination, timely submission of grades), the establishment of cause and imposition of discipline should proceed in conformity with the published guidelines.

In the event that a faculty member is accused of violating the established policies or procedures of a College or Department (or equivalent unit) and/or of violating such policies or procedures for which no clear disciplinary guidelines have been established, and/or of violating commonly accepted norms of professional conduct, the establishment of cause and imposition of discipline should proceed within the unit whose policies or procedures are alleged to have been violated.

Appropriate disciplinary measures are sanctions commonly applicable to faculty, including a formal letter of reprimand, a reduction of salary increment, a period of suspension (with or without pay), and dismissal from the faculty, or other appropriate sanctions within this range.

After careful investigation and documentation of the validity of the alleged infraction, imposition of a disciplinary sanction other than suspension or dismissal should be carried out by the appropriate academic administrator (e.g., Department Chair, Dean or Provost).

When suspension of a faculty member has been recommended, the decision whether to impose the sanction must be made by the President after careful review of the facts and process leading to the recommendation. Any suspension without pay for a period longer than one year shall only be made following the dismissal procedures. More than one suspension without pay of the same person shall not be permitted.

In the event that dismissal of the faculty member is sought, there will normally be a record either of progressive steps of disciplinary action (and related actions, if any, within the Faculty Grievance Procedure), or of the appropriate review procedure (e.g., alleged sexual harassment) prior to the bringing of dismissal charges. Only in an unusually serious or sudden case of gross personal misconduct (including sexual harassment), unfitness as a teacher or researcher, or gross neglect of duty ought dismissal charges be brought without a prior record of corrective discipline.

In any instance in which disciplinary action is brought (except actions for dismissal), the faculty member to be disciplined has full access to those avenues of appeal and redress afforded by the Faculty Grievance Procedure set forth in the *Faculty Handbook*.

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1 Approved by Faculty Senate, February 26, 1990; editorial revisions accepted by Senate Agenda Committee, June 15, 1990. Approved by Board of Trustees October 12, 1990 with further editorial revisions accepted by the Senate Agenda Committee, January 29, 1991. This procedure applies to Teaching Faculty (2.1-2.4), Clinical or Academic Specialists (2.7), and Co-op Coordinators (2.9) only.
Tenured and Tenure-Track Faculty Grievance Procedure

From time to time within the University community, disputes may arise between a faculty member and a department chair (or equivalent), Dean, Provost, or other administrator in which there are allegations of inequitable treatment, violation of academic freedom, or violation of University policy or procedures in some action which affects the faculty member. Administrators should work carefully to avoid such situations and, should they occur, make every effort to resolve them before they become formal grievances. Similarly, faculty should understand that mediating a formal grievance will involve a major investment of their colleagues' time, and should use the procedure only to resolve important issues. When such a dispute arises, it is important that the parties work in good faith to resolve the situation informally, as quickly as possible. The aggrieved faculty member should attempt to meet with the person whose action is the focus of the dispute in order to discuss and resolve the situation. If resolution is not achieved, s/he should attempt to meet first with the Dean and, if the Dean is unable to resolve the dispute, then with the Provost (or Provost's representative) to make them aware of the situation and discuss paths to resolution. If, after making these attempts at informal resolution, the faculty member is not satisfied, s/he may proceed formally within the regular grievance procedure, including the option for early provostial review.

1. Definitions and Eligibility
   a. Definition of "Grievance"

   A grievance is defined as a complaint by a faculty member that he or she:

   1) has been subject to a violation, misinterpretation or inequitable application of the provisions of the Faculty Handbook or other published University or unit policies or procedures; or
   2) has otherwise been treated unfairly or inequitably.

   b. Eligibility and Applicability

   This procedure is available only to full-time probationary or tenured members of the Teaching Faculty as defined in the Faculty Handbook. Grievances relating to tenure, whether procedural or substantive, shall be governed by the Tenure provisions of this handbook. This grievance procedure does not apply with respect to tenure or early tenure decisions nor does it apply to a Dismissal Proceeding or any final action pursuant to it.

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1 Approved by vote of the Faculty Senate, November 2, 1992. Approved by the Board of Trustees, June 11, 1993. Amended by vote of the Faculty Senate, June 7, 1994; presidential approval authorized by Board of Trustees, June 10, 1994; approved by the President, July 7, 1994. The original Faculty Grievance Procedure on which this is based was adopted by the Board of Trustees in 1973. This procedure applies to Teaching Faculty (2.1-2.4) and, as modified in the footnotes that accompany the procedure, to Co-op Coordinators (2.9) only. A grievance procedure that applies to Clinical or Academic Specialists or Full Time or Benefits Eligible Lecturers (2.8F or B) follows this section.

2 See section 3 below for Early Provostial Review (formerly the "Accelerated Grievance Procedure").

3 Or Cooperative Education Coordinators (2.9).
If a grievant makes a claim of discriminatory acts prohibited by law or by University policy, the grievance shall first be pursued through the Office of Institutional Diversity and Equity and its procedures. When this has been completed, any aspects of the grievance which remain unresolved may then be brought to the grievance procedure.

2. Regular Grievance Procedure

   a. Step One: Filing a Grievance

      1) A grievance must be filed within three months after the faculty member became aware of the grievable event. During this period s/he must attempt to resolve the matter informally.
      2) A formal grievance is filed in writing with the Senate Agenda Committee. The Senate’s grievance coordinator will send copies to the Department Chair (or equivalent), Dean, Provost, and (if not one of these) the person whose action occasioned the grievance.
      3) In the formal grievance, the grievant will state the exact nature of the grievance, against whom it is filed, and the remedy sought. At this point s/he may request resolution through the Early Provostial Review Option.4
      4) In the event that informal steps to resolve the situation are ongoing, the grievant may request, in writing, that the Senate Agenda Committee automatically grant postponement of the Step Two for an additional two months. At any time that the grievant is dissatisfied with the progress of informal steps, s/he may, in writing, rescind this request and resume the normal grievance process.

   b. Step Two: Mediation by an ad hoc Faculty Committee

      1) As soon as possible after the Senate Agenda Committee has received notice of a grievance or notice that Early Provostial Review has not resolved the grievance, the Agenda Committee shall appoint an ad hoc Mediation Committee composed of three faculty members.5 In appointing this Committee, the Agenda Committee will normally appoint faculty members not involved with the grievant or his or her department.
      2) The ad hoc Mediation Committee shall be neutral and impartial as it attempts to mediate the dispute. During this phase of the procedure the committee may suggest ways to resolve the dispute, but shall make no formal findings with respect to the grievance other than to determine whether the grievance falls within the definition of a grievance, and/or whether it is insubstantial or frivolous. The ad hoc Mediation Committee shall conduct the meetings in steps two and three. However, the inability of one Committee member to attend such meetings shall in no way change any prescribed time limits.

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4 Approved by Faculty Senate, February 26, 1990; editorial revisions accepted by Senate Agenda Committee, June 15, 1990. Approved by Board of Trustees, October 12, 1990 with further editorial revisions accepted by the Senate agenda Committee, January 29, 1991. This procedure applies to Teaching Faculty (2.1-2.4), Clinical or Academic Specialists (2.7), and to Co-op Coordinators (2.9) only.

5 Where the grievant is a Cooperative Education Coordinator (2.9), one member of the ad hoc Mediation Committee shall be appointed from among the Cooperative Education Coordinators not involved in the Grievance.
3) As soon as reasonably possible after the establishment of the *ad hoc* Mediation Committee, its chair shall arrange for one or more meetings with the relevant parties in an effort to resolve the grievance. At any meeting where the grievant is present, the grievant may be accompanied by a member of the Northeastern University community.

a) After an initial meeting with the grievant, the *ad hoc* Mediation Committee may at any point, by majority vote, determine whether the grievance meets a threshold for mediation: that it is neither insubstantial nor frivolous and falls within the definition of a grievance.

i) If the Committee rules that the entire grievance does not meet this threshold, it shall so inform the grievant, the other relevant parties, the Provost and the Senate Agenda Committee.

ii) If the Committee rules that only some of the issues raised in the grievance do not meet this threshold, it shall so inform the grievant, the other relevant parties, the Provost and the Senate Agenda Committee, also stipulating the issues which remain to be mediated. In this circumstance, mediation will proceed with respect to the remaining issues. Neither mediation nor arbitration will remain available for the issues deemed nongrievable.

b) As the mediation process continues, if the Committee deems it advisable, it may require the attendance of the person whose action occasioned the grievance and any other persons who might be of aid in resolving the grievance, such as the Director of the Office of Institutional Diversity and Equity, or the Director of the Office of Disability Resources.

4) If mediation is unsuccessful without the participation of the Dean, the Committee shall require the attendance of the Dean for at least one meeting to attempt to reach a resolution.\(^6\)

5) If no resolution has been formalized within ten working days of the last Step Two meeting, or if the *ad hoc* Mediation Committee feels that no resolution is forthcoming, and if the grievant wishes to pursue the grievance, the Chair of the *ad hoc* Mediation Committee shall arrange a meeting with the Provost (or his or her designee), the grievant, and the *ad hoc* Mediation Committee for the purpose of resolving the grievance. If the *ad hoc* Mediation Committee considers it advisable, it may request the attendance of the party whose action occasioned the grievance and/or other involved individuals. The grievant may be accompanied by a member of the Northeastern University community.

6) If, after this meeting, no resolution has yet been reached, the *ad hoc* Mediation Committee may submit to the parties a proposed resolution to the grievance.

c. *Step Three: Request for Arbitration*

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\(^6\) In the case where the Grievant is a faculty member (2.1-2.4 or 2.9) in Cooperative Education, this provision applies to the Dean of the Co-op Coordinator’s home college.
1) If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten working days after the meeting with the Provost (Step Two) or within ten working days of receipt of a proposed resolution formally submitted by the ad hoc Mediation Committee to the parties, the grievant may request, in writing, to the Chair of the ad hoc Mediation Committee that the grievance be submitted to arbitration. If the grievant does not file a request for arbitration by the end of 30 working days after the Step Two disposition and/or meeting, or the transmittal of the Committee's proposed resolution, the grievance is closed.

2) The ad hoc Mediation Committee will, within ten working days after receipt of the request for arbitration, decide by a majority vote if the grievance shall be arbitrated. In doing so, the Committee will not determine whether or not the grievance shall be upheld, but only whether the grievance shall be arbitrated. The Committee shall determine if (a) the claim falls within the definition of a grievance, b) the remaining issues beyond any settlement currently offered by the Provost are neither clearly insubstantial nor frivolous and (c) the remedy sought is within the power of an arbitrator. If these conditions are met, the Committee shall decide in favor of arbitration.

3) If the ad hoc Mediation Committee decides that the grievance does not meet the criteria for arbitration, the grievance is closed.

4) If the ad hoc Mediation Committee believes that the grievance has revealed needed improvements in policies, practices, or procedures in the University, it shall recommend such changes to the Senate by forwarding such recommendations to the Senate Agenda Committee, or appropriate supervisory unit.

5) If the ad hoc Mediation Committee decides that the grievance shall be arbitrated, the Committee will instruct the Provost's Office to institute arbitration proceedings.

d. Step Four: Arbitration

1) If the grievance is to be arbitrated, the ad hoc Mediation Committee will so notify the Provost and the grievant.

2) Within fifteen calendar days after the notification of the Provost, the Provost (or his or her designee) shall meet with the grievant for the purpose of explaining the process of filing a demand for arbitration with the American Arbitration Association. At the request of the grievant or the Provost, the ad hoc Mediation Committee's Chair may also be present at this meeting. The University must file such demand within 15 calendar days after this meeting, as long as the escrow requirement of subsection 5(d) has been met, or within 5 days after University Counsel receives notice that the grievant has met the escrow requirement, whichever comes later. If the grievant has not met the escrow requirement within 90 calendar days of the demand for arbitration, the grievance will be deemed to have been withdrawn.

3) The arbitrator shall be chosen from a list of arbitrators maintained by the American Arbitration Association. The arbitrator must be qualified for academic arbitration by virtue of current or previous service as a faculty member or academic administrator.
of a college or university. The conduct of the proceedings shall be governed by the rules of the American Arbitration Association.

4) The decision of the arbitrator, within the scope of his or her jurisdiction, shall be final and binding on the parties to the dispute and the University; however, the arbitrator shall be without power to

   a) make a decision which requires the commission of an act prohibited by law,
   b) substitute his or her judgment on the professional qualifications of a faculty member for the judgment of the relevant academic committee, or
   c) add to, subtract from, or modify provisions of the Faculty Handbook or other relevant University policies and procedures.

5) The costs of the services of the American Arbitration Association and the Arbitrator shall be borne as follows:

   a) If the arbitrator upholds the grievance (whether or not he or she grants the remedy sought by the grievant), these costs will be borne by the University.
   b) If the arbitrator denies the grievance, the grievant will pay 1/3 of the fees of the American Arbitration Association and its arbitrator, and the University shall bear the remainder of such costs.
   c) Each party will pay for its own expenses, services and fees other than the costs of the American Arbitration Association and the arbitrator.
   d) To assure that the conditions of section (b) can be met, the grievant will place into a noninterest bearing escrow account in the Northeastern University Federal Credit Union, a sum equal to one-half of the American Arbitration Association processing fee plus one-half of one day's arbitrator's fee. Specific instructions for establishment of the escrow account are set by the Senate Agenda Committee and are available in the Faculty Senate office.

   The escrow account will be controlled by the Chair of the Senate Agenda Committee. Upon completion of the arbitration, with the signature of the Agenda Committee Chair and a copy of the arbitrator's decision, the deposited funds will be returned to the grievant if the grievance is upheld, or transferred to the University if the grievance is denied. If the arbitrator reaches a split decision on a multi-element grievance, the arbitrator will determine the proportional distribution of the AAA/Arbitrator costs and the distribution of the deposited funds.

   e. Miscellaneous

      1) Timeliness

         a) The time limit for filing a grievance as specified in section 2.a may be extended beyond three months with written agreement of the Provost, the grievant and the Senate Agenda Committee grievance officer.

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7 Approved by the Faculty Senate, January 23, 1984. Approved by the President, March 21, 1984. This provision is subject to periodic elaboration by agreements negotiated between the University and the American Arbitration Association.
b) It is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered a maximum, and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

c) Because it is difficult to form an ad hoc Mediation Committee during the summer months, the clock for Steps Two and Three will normally be suspended during Summer terms. However, the filing of a grievance under Step One must still occur within three months after the grievant became aware of the grievable event(s).

d) A grievant shall have two weeks to respond after each step. If he or she fails to respond by the end of two weeks the grievance will be considered as waived. An involuntary delay such as illness or failure of the mails to deliver shall not be construed as waiving the grievance.

2) If in the course of processing the grievance there is a dispute over whether a grievance has been waived, the parties will continue to follow the procedure and, if the grievant proceeds to arbitration, the arbitrator will decide whether or not the grievance has been waived.

3) Unless the grievance has been resolved, withdrawn or otherwise terminated, the ad hoc Mediation Committee shall make no formal findings or report before the end of Step Two.

4) Copies of the arbitration decision shall be sent to the grievant, the Provost and the Chair of the Senate Agenda Committee.

5) No outside counsel (for the grievant or any other party to the grievance) may be present in any of the Step Two mediation meetings. However, all parties may be represented by counsel in arbitration proceedings.

6) Documents and Confidentiality
   The University shall make available to the grievant relevant materials pertaining to his or her case. However, documents developed in tenure and promotion proceedings with the understanding that they are confidential do not have to be made available to the grievant.8

7) The Agenda Committee of the Senate will, upon request, provide the grievant and/or the person whose action occasioned the grievance with the names of faculty members or others who may be of assistance in preparation and presentation of his or her case in the grievance procedure.

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8 In an arbitration decision dated November 11, 1974, the following guideline relating to confidentiality was established: “Documents developed in the tenure procedure involving ... the understanding and expectation that they were confidential do not have to be made available to [the grievant] by the University. Included in such documents are letters of recommendation, evaluation forms, and the minutes of the Promotion and Tenure Committee ...”
8) It is important that testimony and deliberations which take place under this procedure shall be kept confidential by the parties and by those involved in the resolution of the grievance.

9) If at any point the grievant determines to withdraw the grievance, s/he shall do so in writing to the Senate Agenda Committee.

10) If, during the course of a grievance, the grievant's University employment terminates for any reason, the grievance shall be discontinued, except that when the grievance involves non-renewal of contract the grievant may request, in writing to the Senate Agenda Committee, that the grievance be continued.

3. Early Provostial Review Option for Use in Case of Alleged Procedural Violations

a. At the time a grievance is filed as defined above, the grievant may request this option of early review by the Provost. In this event, the timeliness provisions for further steps of the Regular Grievance Procedure are suspended until the grievant receives written notice of the results of this optional procedure.

b. The grievant and a representative of the Senate Agenda Committee will confer with a representative of the Provost within ten workdays. If the Provost's representative recognizes merit in the grievance, he or she shall so notify the Provost. Otherwise, he or she shall inform the grievant, in writing, that the grievance is denied.

c. If the Provost recognizes merit in the grievance, he or she shall delegate his or her representative to work with the appropriate Dean or Chair toward correcting the defective procedures. This process, which may involve any steps up to and including a full reconsideration of the original decision upon which the grievance is based, utilizing corrected procedures, should be completed within two weeks. At that time the grievant will be informed of his or her status by the Dean or Chair.

d. Whatever the outcome of this provostial review procedure, the grievant shall still have access to the standard faculty grievance procedure.
GRIEVANCE PROCEDURE FOR ACADEMIC OR CLINICAL SPECIALISTS AND FULL-TIME LECTURERS

From time to time within the University Community, disputes may arise between a Clinical or Academic Specialist or a 2.8B or 2.8F Lecturer and a Department Chairperson (or equivalent unit supervisor), Dean, Provost, or other administrator in which there are allegations of inequitable treatment or violation of University policy or procedures in some action that affects the individual. Administrators should work carefully to avoid such situations and, should they occur, make every effort to resolve them before they become formal grievances. Similarly, these individuals should understand that mediating a formal grievance will involve a major investment of their colleagues’ time, and should use the procedure only to resolve important issues.

When such a dispute arises, it is important that the parties work in good faith to resolve the situation informally, as quickly as possible. The aggrieved individual should attempt to meet with the person whose action is the focus of the dispute in order to discuss and resolve the situation. If resolution is not achieved, he or she should attempt to meet first with his or her immediate supervisor and then with the Dean in order to make them aware of the situation and discuss paths to resolution. If these attempts at informal resolution are not successful, a Clinical/Academic Specialist (WICHE classifications 2.7) or a Full-Time Lecturer (WICHE classification 2.8B and F) has the right to pursue a grievance through the following procedure.

When an individual in one of these employment categories believes that he or she has been subject to a violation, misinterpretation, or inequitable application of the provisions of the Faculty Handbook or other applicable published University, College, or unit regulations or has otherwise been treated unfairly or inequitably, after discussing the matter with his or her immediate supervisor and with the College Dean, if the individual is not satisfied with the outcome of these discussions, he or she may file a written grievance with the Office of the Provost. The grievance must be filed within three months of the individual becoming aware of the grievable event. The grievance should state the nature of the complaint, the name of the person against whom it is directed, and a proposed remedy. If the grievance involves an allegation of sexual harassment or of discrimination prohibited by law or by University policy, the grievance shall be investigated by the Office of Institutional Diversity and Equity (OIDE) prior to the creation of the Mediation Committee described below. Following the resolution of any such sexual harassment/discrimination issues, any remaining grievable issues shall be addressed in the manner described below except that neither the Mediation Committee nor the Provost shall have the authority to overturn or modify the findings or remedies ordered at the end of the OIDE investigation.

Within ten (10) working days of the receipt of the grievance by the Provost's Office, the Provost (or his or her designee) will select, by rotation, a three-person Mediation Committee to investigate the grievance and to make recommendations to the Provost for its resolution. The three individuals shall be chosen from pools of Teaching Faculty, and Clinical/Academic Specialists, or Full-Time Lecturers depending on the job classification of the grievant. These pools shall be established by the Provost in consultation with the Senate Agenda Committee at the beginning of each academic year. The Faculty pools shall contain the names of at least five individuals from the appropriate job category chosen in the same manner and willing to serve if

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1 Promulgated by the Provost and reviewed by the Faculty Senate Agenda Committee, April, 1992.
called upon. Each Mediation Committee shall consist of two Teaching Faculty members and one individual chosen from the pool of persons in the same job classification as the grievant. However, in no instance shall an individual be selected who is involved with the grievance, with the circumstances surrounding it, or who would tangibly benefit from a particular outcome. If the establishment of a Mediation Committee follows an investigation by the Office of Institutional Diversity and Equity, a member of the OIDE staff shall also serve as a member, ex officio, of the Mediation Committee to insure that its recommendations are in accord with any findings/orders that may have resulted from its investigation.

The Mediation Committee shall elect a chairperson from among its members, meet with the parties, consider relevant documents, hear witnesses, and conduct whatever investigation it deems appropriate. If asked to meet with the Mediation Committee, the grievant may be accompanied by a member of the Northeastern University community. No outside counsel (for the grievant or any other party to the grievance) may be present at any of the Mediation Committee hearings. At no time shall the Committee be bound by rules of evidence, but shall, at all times, conduct itself in accordance with principles of justice and fair play. It may attempt to mediate between the parties or to propose informal resolutions for the consideration of the parties. If the Committee fails to secure a settlement agreeable to the parties, it shall conclude its business by submitting to the Provost a formal written report of its activities and a recommended resolution. If the Provost is the person against whom the grievance is initially filed, the University President shall receive the report and recommendation from the Mediation Committee and perform the duties stated in the next paragraph.

The Provost shall, within ten (10) working days of this report, resolve the grievance and transmit this conclusion in writing to the involved parties, to the unit supervisor, the Dean of the College, and to the Mediation Committee chairperson. The Provost may, but is not required to accept the Mediation Committee's recommendation. The Provost's determination shall be binding on the parties and shall close the grievance. No further grievance or appeal on the issues thus resolved may be pursued by either party once this procedure has been completed.

If, during the course of a grievance, the grievant's University employment terminates for any reason, the grievance shall be discontinued, except that when the grievance involves non-renewal of contract, the grievant may request, in a writing to the Provost, that the grievance be continued.
A university's professorial faculty is the core of an institution that must contribute to the good of society in ways that go beyond just the advancement of individual faculty members' interests. In this community of scholars tenure is designed (paraphrasing the words of the AAUP's “1940 Statement of Principles on Academic Freedom and Tenure” and “1982 Recommended Institutional Regulations on Academic Freedom and Tenure”) to ensure that the University remains a marketplace of ideas that cannot require conformity with any orthodoxy of content or method in fulfilling its purpose of transmitting, evaluating and extending knowledge for the greater good of society. Tenure is established as a means to maintain freedom of teaching, research and extramural activities. Tenure at Northeastern University is defined in Tenure.

Tenured and tenure-track faculty members carry special responsibilities with respect to creation and maintenance of high quality curricula, research programs, nurture of students in the educational process, and overall governance of the institution. It is incumbent on the University to create and nurture a critical mass of tenured and tenure-track faculty members to maintain the range and quality of its programs.

1. Definition

Faculty members holding the ranks of Assistant Professor, Associate Professor and Professor are considered members of the Northeastern tenure-track and tenured faculty. The remainder of this section applies only to such faculty members.

2. Rights and Responsibilities

From the beginning of their careers, faculty members enjoy academic freedom – the right to teach, study, and engage in research toward the end of transmitting, evaluating and extending knowledge, under conditions permitting independence of thought and expression. In the words of the United States Supreme Court, “Teachers and students must always remain free to inquire, to study and to evaluate, to gain new maturity and understanding: otherwise our civilization will stagnate and die.” With the right of academic freedom, faculty members also assume its responsibilities. According to the AAUP “1940 Statement of Principles on Academic Freedom and Tenure,” “College and University teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the Community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution. Faculty members should, at all times, adhere to professional standards of conduct.

No faculty member, administrator or other representative of the University shall make any representations to, or enter into any agreement with, or act toward any student or other
person in any manner which is not in conformity with established University policies, 
practices and procedures expressed in the Faculty Handbook, the Undergraduate and 
Graduate Student Handbook, University catalogues, the University's Professional 
Standards and Business Conduct Policy or other published University documents.

Northeastern expects that tenure-track faculty members will ordinarily launch their careers 
with a dual focus on effective teaching and on establishing a mature research agenda 
capable of carrying them to tenure and beyond. Service expectations for tenure-track 
faculty members at the beginning of their careers will generally be lighter than those for 
faculty members who are tenured or are close to a tenure decision, and are geared not 
only toward the needs of the Unit, but toward introducing tenure-track faculty members to 
the life of the University.

The attainment of tenure is accompanied by greater responsibility to the University. 
Tenured faculty members have greater latitude and responsibility in shaping their careers 
within the particular mission of Northeastern. While continuing to focus on the application 
of their knowledge to teaching and on the expansion of their research agenda, tenured 
faculty members are expected to provide support and guidance to their junior colleagues 
and to become increasingly involved in the life and governance of the University. This 
includes taking on a greater service load and mentoring tenure-track faculty members 
toward success in their fields and in their quest for tenure.
**Tenured and Tenure-Track Faculty Performance Expectations**

All tenured and tenure-track faculty members will be evaluated annually in each of the three areas of scholarship (including research and creative activity), teaching, and service. In addition, faculty members will be evaluated on contributions to the quality and effectiveness of their Unit, their College, and the University in the light of Northeastern's mission. The University recognizes that every faculty member offers a unique combination of accomplishments relative to the criteria listed above, depending on academic field, specialized scholarly interests, varying professional opportunities, and responsibilities for teaching, laboratory and field work. However, while relative weights may vary, all faculty members are expected to be productive in each of the three areas over time.

Performance criteria in the areas of scholarship, teaching effectiveness and service shall be delineated in each Unit’s documents concerning merit review, reappointment, and promotion and tenure policies. Each unit’s policies are subject to review and approval by the Dean of the respective College and by the Provost. These documents shall make clear to faculty members the Unit’s criteria for tenure and promotion to Associate Professor, and the standards for promotion to full Professor.

1. **Teaching**

   Through their teaching, all faculty members are expected to transmit knowledge, extend their students’ understanding and vision, and develop in their students the ability for critical and independent thinking. In their roles as teachers, faculty members are expected to maintain and reflect currency in their discipline and to enable students to understand and appreciate the material of the course. Good teaching includes, as applicable, the following indications of teaching effectiveness:

   a) Quality presentation in the classroom or other learning environment, including effective communication and adjustment of teaching techniques to the particular subject area and students involved;

   b) Clearly stated course objectives, along with explicit evidence that appropriate teaching/learning methods were employed to assist students in meeting course objectives;

   c) Appropriateness of subject matter, approach, and evaluation methods;

   d) Courses or programs and counseling of students to make the learning environment a meaningful one;

   e) Evidence of superior teaching not included in the above, such as multiple, mutually independent mechanisms to evaluate the teaching performance, at least one of which is based on input from students; and

   f) Creative development and implementation of courses or programs in the standard academic program or in the area of cooperative and experiential education, when deemed appropriate by the Unit, or creative application of technology to achieve improved educational outcome or to reach new audiences.

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1 Approved by Faculty Senate November 18, 2002 and as amended April 16, 2008. Approved by Provost May 7, 2009 and by the Board of Trustees May 8, 2009.
Performance expectations in teaching include a faculty member’s adherence to University policies and requirements with respect to teachers’ interactions with students and meeting scheduled and assigned obligations, including those governing distribution of syllabi, scheduling of examinations, submission of grades and return of student work.

2. Scholarship, Research, and Creative Activity

All faculty members are expected to engage in scholarly activity as defined by their disciplines, and to earn distinction in their respective fields. Units shall develop their own criteria of productive scholarship consistent with the expectations in their discipline and with this Handbook.

In many disciplines, publishing or presenting original research or scholarly review constitutes the standard of achievement and dissemination. In the arts and humanities, creative productivity encompasses, among other activities, published fiction, poetry and drama; multimedia productions or musical compositions performed or published; musical, dramatic, and other forms of public performance; and exhibitions of painting or other graphic work. Recognition in the faculty member’s scholarly fields, including, when appropriate, the receipt of prizes, grants or contracts awarded through a peer review process, or the receipt of patents represents professional recognition of research activities. In some fields technical, procedural, or practical innovations made clinically or professionally are evidence of productive scholarship.

The quality and originality of the scholarship, as judged by experts in the individual's field, provide the most important measure of the faculty member’s work.

Performance expectations in scholarship include the faculty member's adherence to professional standards of conduct as established, for example, by University policies governing research, by funding agencies, and by norms of the discipline.

3. Service

The effective operation and development of the University significantly relies on the service contributions of the faculty. Faculty members are expected to perform service activities within and outside the University. Internal faculty service responsibilities may include administrative duties, committee work, advising student organizations, and involvement in other roles that contribute to the Unit, College and University.

Outside the University, faculty members are expected to contribute to the professional development of their disciplines by promoting the discovery and dissemination of knowledge in their fields. Professional service activities include participation in professional organizations, seminars and colloquia relevant to the individual's academic interests or to the education process. Faculty members also serve by contributing their disciplinary knowledge to the general Community.

Performance expectations in service, as in teaching and scholarship, include the faculty member's adherence to professional standards.
APPOINTMENTS AND COMPENSATION

A. Appointments

1. Types and Terms

The terms and conditions of every appointment to the faculty shall be confirmed in writing, and a copy supplied to the faculty member.

With the exception of appointments clearly limited to a brief association with the institution, and reappointments of retired faculty members under special conditions, all full-time appointments to the rank of instructor or higher are of two kinds: (1) probationary appointments; and (2) appointments with continuous tenure. Except for faculty members who have tenure status, every person with a full-time teaching or research appointment shall be informed each year in writing of his or her appointment, the number of probationary years remaining and the year of tenure consideration.

Regardless of the stated term or other provisions of any appointments, written notice that an appointment is not to be renewed shall be given to the faculty member in advance of the expiration of his or her appointment, as follows:

a. Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or if a one-year appointment ends during the academic year, at least three months before the end of that year.

b. Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or if a one-year appointment ends during the academic year, at least three months before the end of that year.

c. At least twelve months before the expiration of an appointment after a period of service exceeding two years.

B. Compensation

Full-time Teaching Faculty are employed either on a two-semester academic year basis or for additional service up to 12 months.

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1 Approved by Faculty Senate, March 12, 1979. Amended May 29, 1980; June 2, 1980; June 7, 1980. Voted by Board of Trustees December 17, 1980. This policy applies to Teaching Faculty (2.1-2.4) only.
2 Full-time shall mean an academic appointment which includes teaching and/or research in a faculty rank for two semesters in an academic year or not less than a full assignment for the academic year or any portion thereof. Without limiting other sections of this Handbook with respect to Conflict of Interest and Commitment, it is understood that full-time faculty are prohibited from holding full-time faculty or teaching appointments at other educational institutions. When a personal, professional, or other leave results in a delay of tenure consideration from the year specified in the appointment letter, the letter granting that leave shall include, among its terms and conditions, whether or to what extent the expectation of scholarly productivity during a future tenure consideration will be affected by the extended probationary period. If no such statement appears, it shall not be assumed that scholarship will continue during the year in which the leave occurs. For a description of the positions covered by the term full-time, see The General University Faculty and Bylaws.
3 Where deadlines on notification concerning denial of tenure or with respect to the issuance of a terminal contract have been missed by reason of inadvertence, mistake, or misunderstanding, the institution shall provide to the faculty member involved a contract extension equal to the time between the missed deadline and the appropriate notification or the issuance of the corrected contract, whichever the case may be. (Approved by the Board of Trustees, June 18, 1982).
Those members of the Teaching Faculty who are employed on a 2-semester basis are free of college duties for one semester or two summer sessions each year.

Faculty on academic-year appointments under the semester calendar who accept additional teaching appointments for a “summer term” (i.e. for a term or semester outside of their base contract) will receive payment at the rate of 1/6 of their base salary for each standard four credit hour semester course. Deviations from the standard four credit hour courses will receive payments appropriately pro-rated with the approval of the Provost. Faculty are expected to deliver the course and hold appropriate office hours. 4

Overpayments: should a situation arise in which a faculty member receives an overpayment, the faculty member will be required to reimburse the University in full.

Faculty members will be paid by direct deposit to their designated bank account on the 15th and last day of the month. When a payday comes on a Saturday, Sunday or holiday, deposits will be available the last business day preceding such date.

C. Basis of Compensation

Employment contracts for faculty have a standard format throughout the University for incorporating personnel classification, rank and title, tenure status, salary, and fringe benefits.

Salary at the time of employment shall be established by negotiation between the individual faculty member and the University. Such factors as educational achievement, prior experience, the level at which the individual is to be hired, prevailing salaries in the individual's specialty, the type of activity expected, and the resources available within the unit and University shall be considered in determining the appropriate salary level.

Subsequent salary increases at the University are made on the basis of merit in the areas of teaching, scholarship and service, 5 though other nondiscriminatory factors, such as the cost of living, may be taken into account.

1) Process for Determining Merit Criteria 6

In the faculty area, the criteria for merit, and the method by which merit evaluation results are applied to the determination of individual salary increases, are determined by the Teaching Faculty of the department (or the relevant academic unit where departments do not exist). The department (or relevant unit) maintains written procedures for determining merit criteria and written procedures or formulas for translating each individual's merit into an annual salary increase, and these procedures have the concurrence of the Dean and Provost as to fairness and reasonableness prior to their implementation. These criteria must be consistent with

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4 Approved by the Faculty Senate February 24, 2003, by the President April 22, 2003, and by the Board of Trustees June 6, 2003.
5 As defined in Performance Expectations.
6 Defined by the President, April 7, 1978; reaffirmed by the Provost, March 23, 1979; and revised by the President November 15, 1979 and August, 1985.
other merit criteria in the unit (such as for tenure and promotion). While specific merit criteria and their weighting will vary annually and among academic units, the parameters described above represent an attempt to accommodate those differences while fairly representing the academic judgment of the faculty of a particular unit.

2) Function of Merit

A determination of merit in the areas of scholarship, teaching, and service encompasses a range from unsatisfactory performance through satisfactory performance that is diligent and reliable to performance that is truly exceptional. A particular individual may perform at different levels of merit in each of the three areas and an overall merit assessment balances these levels of performance in light of the particular assignment of duties for the period under review and the expectations that may have arisen from previous merit evaluations. However, unsatisfactory performance in any of the areas shall affect the overall evaluation as specified below.

Merit evaluations offer qualitative assessments of how well individual faculty members are carrying out their contractually defined responsibilities.

Merit evaluation has two main purposes: guidance and reward. In terms of guidance, the merit report should show each faculty member where he or she is doing well and areas where improvement is needed. Since the results of merit evaluations usually appear in subsequent reappointment, tenure, or promotion considerations, these statements should reflect as accurately as possible the actual performance of the evaluated individual.

In terms of reward, merit reports should have a significant impact on salary raises. Within the constraints of the available merit pool for a particular year, the differences in the amounts of raises should be substantial so that, after several years, faculty members who have been consistently doing higher quality work will have salaries significantly better than their peers whose work is of lesser quality.

3) Process for Making Individual Merit Determinations

Since differences exist among academic units, no single process is universally mandated, but the procedure to be used by each unit must be established prior to its implementation and must have the concurrence of both the College Dean and the Provost to assure its fairness, consistency, and reasonableness. Minimally, the decision-making process must begin with some form of documentation of each faculty member’s activities during the year under review. The information from individuals requested by some units for annual reports represents an example of appropriate documentation. However, if an individual fails to fulfill contractual

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7 This section and the Equity section (see c. below) were originally approved by the President on August 25, 1992.
8 For determining merit salary increments beginning in 1985-86.
9 For non-tenured faculty, adequate, good faith teaching evaluation procedures will include annual evaluation by two or more means, one of which must include student teaching evaluations of every course section every semester (the TRACE evaluations). The other means may include: (a) peer classroom visits; (b) peer evaluations of class materials; (c) teaching portfolios; (d) evaluations by earlier graduates of the program; (e) other means appropriate to the discipline.
responsibilities,\textsuperscript{10} this failure shall be taken into account in assessing his or her overall performance notwithstanding the potentially meritorious activities reported. The effect of this shall be to reduce the award of merit salary increases to that individual. Substantial or persistent failures of this kind shall render the overall performance of the faculty member unsatisfactory and shall preclude the award of merit increases of any kind to that individual.\textsuperscript{11}

The evaluation itself must involve more than one person's judgment. Each salary determination must be based on a merit evaluation of the faculty member's performance over the past year, with respect to each of the criteria. Strengths and weaknesses should be identified both with respect to the long-term promise of the individual, and the individual's performance of the assignment for the year under review, and suggestions the evaluators deem appropriate should be made.

These assessments are to be reviewed with the faculty member, the discussion summarized in writing and a copy of the written summary placed on file.

After merit salary increases have been determined, the Department Chair (or equivalent unit administrator) shall provide the unit's faculty with a summary accounting of increments, in a form agreed to by the members of the unit.\textsuperscript{12} Merit salary increases shall not be awarded until these procedures are complied with. Units must have a clearly defined and timely appeals process in place. Faculty shall be informed of the outcome of their assessment and related merit score (though not the merit raise itself) at least one week prior to the point when unit recommendations are submitted to the next level for further review.

Where the appropriate unit or committee has failed or refused within a reasonable period of time to conform to these procedures, the Provost shall adopt such procedures as he or she deems fair, reasonable, and appropriate to evaluate the merit and/or distribute the salary increases. Any individual or group who feels that a procedural malfunction has occurred during the merit consideration may consult with the Provost's Office.

c. Equity

1) Equity Considerations

Faculty should be considered for equity raises when:

\begin{itemize}
  \item For tenured faculty, adequate good-faith teaching evaluations will include the student teaching evaluations of every course section every semester and, at least every 3 to 5 years, evaluations by one or more additional means. This policy approved by the Faculty Senate, May 23, 1994, and approved by the President, June 1, 1994.
  \item Such responsibilities are normally set forth in such documents as individual appointment letters, appointment renewals, salary confirmations, faculty development plans, and this Faculty Handbook.
  \item Such reduction or withholding of merit shall not foreclose the imposition of other disciplinary sanctions in appropriate cases.
  \item However, such disclosure must remain consistent with the University's policy of maintaining the confidentiality of individual salaries.
\end{itemize}
a) an individual’s salary places him or her below peers of comparable accomplishment in an individual unit;
b) merit pools or procedures have failed over time to provide just rewards for faculty performance;
c) matters beyond the scope of merit procedures (such as long-term trends in the job market) have brought salaries seriously out of line within a unit or in comparison with salaries in similar units in comparable institutions.

Normally, equity raises will not be granted to make up for the salary effects of poor performance.

2) Equity and Merit Policies

Should it be determined by the Provost that the need for equity for a particular individual is the result of policies or procedures adopted by the unit which fail to reward merit adequately, then

a) the cost of such equity increases may be deducted from the merit pool allocated to the unit or college;
b) the unit will be directed to reward merit in the future in a manner consistent with the Process for Determining Merit Criteria described above.

If the deduction of equity raises from the merit pool as specified in (a) would cause undue hardship on other faculty in the unit, the Provost has the discretion to phase in such a deduction over a period of up to three years.

3) Priorities in Awarding Equity

Equity may be distributed both to individuals and to groups. Priority in distributing equity funds should go to elimination of wage differentials based on race, ethnic origin, gender, or other forms of discrimination that are illegal under state or federal law or impermissible under University policies.

The following are other areas that should be included in the consideration of distribution of equity funds:

a) provision of raises to equalize salaries of faculty of comparable accomplishment in the same discipline;
b) provision of raises to reduce salary compression between faculty of different levels of accomplishment in the same discipline;
c) elevation of salaries to those of similar units in comparable institutions;
d) promotion of other strategic planning priorities of the University.

4) Process for Awarding Equity

When equity funds have been allocated, a request for equity adjustment may be made by a Dean, a Department Chair, or a faculty member. Individual faculty members or groups should submit requests for equity in writing through the relevant unit and/or college and should state the grounds for equity based on the considerations of sections 1, 2, and 3 above. Deans shall forward all equity
requests, along with their written recommendations, to the Provost for final disposition.

5) Rights to Information

Faculty members have the right to information that does not reveal individual salaries (such as average salaries within the unit) that will help them decide upon and formulate an equity case. Equity cases can be made based on comparisons of individual or unit salaries to those in matchmate units or institutions. The units and institutions chosen as matchmates should be made by the Provost's Office in consultation with the appropriate faculty, unit head, and Dean.
TENURE

A. Definition of Tenure

Tenure at the University, unless otherwise specifically defined in any individual contract between the University and a faculty member, means the continuing right of a faculty member to receive annual employment contracts on an academic year basis consistent with employment conditions as reflected in the Faculty Handbook in force at the time of the commencement of the annual contract. In addition, the faculty member is subject to the University's right to terminate such faculty member by reason of adequate cause, financial exigency, or bona fide discontinuance of a program or Unit of instruction.

B. Eligibility

Only faculty members holding the ranks of Professor, Associate Professor, and Assistant Professor are eligible for tenure.

A recommendation for tenure of a candidate holding the rank of assistant professor carries with it a recommendation for promotion to associate professor. In the School of Law a recommendation for tenure of a candidate holding the rank of associate professor normally carries with it the recommendation for promotion to full professor. A faculty member who is denied tenure will not be promoted.

C. Tenure Criteria

In awarding tenure, the University recognizes the faculty member’s superior professional achievement and contributions as a member of the University Community and the Community of scholars. The University expects the faculty member to continue to develop in the role of a fully vested citizen of the University. In making a tenure decision, the University will consider the candidate’s performance in the areas of teaching, scholarship (including research and creative activity), and service. The performance standards (see Performance Expectations) are the basis for this judgment. In addition, the University will consider the extent to which the candidate’s performance enhances the quality and effectiveness of the Unit, in light of the University’s mission. Because the grant of tenure bestows the continuing right to receive annual contracts, the University will also consider the candidate’s promise for future professional development, the long-range needs of the Unit, the College, and the University, and the extent to which the faculty member contributes to the University’s academic distinction.

D. Annual Review of Progress toward Tenure

1. Annual progress-toward-tenure Review

In addition to the annual merit review conducted for all faculty members, tenure-track faculty members will be reviewed annually by the tenured faculty of the Unit following procedures developed by the unit and approved by the Provost. These annual progress reviews, which must be separate from merit reviews, will be based upon the specified tenure criteria of the University and the faculty member’s academic Unit. Following the procedures they have established, the tenured faculty of the unit will systematically seek out information to aid in their assessment of the candidate’s progress toward tenure.
2. *Pre-tenure Review*

During the third or fourth year of a faculty member’s tenure-track period, the unit will conduct a comprehensive review of the faculty member’s performance relative to the University’s criteria for tenure. Each unit will develop procedures for this review, which must be approved by the dean and the Provost.

The review will culminate in a written evaluation that makes a recommendation for reappointment or non-reappointment and discusses the reasons for the recommendation. Where reappointment is recommended, the review must discuss the faculty member’s strengths and weaknesses, and will identify areas that require development for continued progress toward tenure. The review will be forwarded to the dean. If the dean disagrees with the evaluation and/or reappointment recommendation of the unit, the dean transmits to the review committee the reasons for disagreement with the evaluation. The dean’s decision in this matter is final. The unit head will discuss the written evaluations with the faculty member and place copies in the faculty member’s academic unit file.

3. **Deadlines for Notice of Non-reappointment**

Written notice that a tenure-track faculty appointment will not be renewed will be provided to the faculty member before his or her current appointment expires. Tenure-track faculty members in the first year of academic service will receive notice of non-reappointment by March 1 of that academic year if the one-year appointment expires at the end of that year, or at least three months before the end of that year, if the one-year appointment ends during the academic year. Tenure-track faculty members in the second year of academic service will receive notice of non-reappointment by December 15 of that academic year if the appointment expires at the end of that year, or at least six (6) months before the end of that year if the appointment ends during the academic year. Tenure-track faculty members in their third or more year of service will receive notice of non-reappointment twelve (12) months prior to the end of their appointment, unless it is their year of tenure consideration, in which case the tenure procedures and timeframes outlined in this *Faculty Handbook* apply.

Where deadlines on notification concerning denial of tenure or with respect to the issuance of a terminal contract have been missed by reason of inadvertence, mistake, or misunderstanding, the institution will provide to the faculty member involved a contract extension equal to the time between the missed deadline and the appropriate notification or the issuance of the corrected contract, whichever the case may be.

E. **Tenure Delay**

A faculty member who takes a leave of a full academic term or more from his or her academic position during the academic year may request a one year delay in tenure consideration. This request is made through the unit head and dean to the Provost. In the case of maternity leave the request for tenure delay will be automatically approved and there will be no expectation of scholarship in the year in which the leave is taken. In the case of other leaves, the unit head, dean and the Provost must all approve the delay for it to be granted. The amount of scholarship the faculty member is expected to undertake during the additional year will be described in the letter from the Provost granting the delay.

Policies and regulations concerning Maternity/Adoption Leave, Family Leave, Sick Leave, and Leagues for Military Training/Service and Jury Duty are described in the *Benefits and Services Handbook*. Professional Leaves are described in the ‘Sabbatical and Professional Leaves’ section of this *Faculty Handbook*. 
F. Early Tenure Consideration

Once during the probationary period, a tenure-track faculty member may request tenure consideration in an academic year prior to the tenure consideration year identified in the appointment letter. The faculty member must submit this request to the unit head by March 1 of the academic year before the academic year in which the faculty member wishes to be considered for tenure. The unit head will consult with the unit’s tenured faculty regarding whether they will allow early tenure consideration to proceed. Within one month of the date of the faculty member's request, the unit head must notify the faculty member in writing whether or not the early tenure consideration may proceed. If the unit agrees to early tenure consideration, the candidate will prepare a dossier in accordance with unit, college, and University requirements. An academic unit’s agreement to permit early tenure consideration to proceed will not be construed as and does not commit the academic unit to a positive early tenure recommendation.

If the early tenure consideration proceeds and the Board of Trustees awards tenure, the faculty member will be issued a tenured faculty appointment.

If, after review of the candidates, dossier, any of the following: the dean, the Provost, the President, or the Board of Trustees, makes a negative tenure recommendation, the early tenure consideration will be terminated at that point and the candidate will be promptly notified in writing. Tenure consideration will then proceed in the year identified in the faculty member’s appointment letter, according to regular unit, college and University procedures. All materials included in the subsequent tenure dossier must be timely and up-to-date. The subsequent tenure dossier and consideration will neither include nor discuss any report(s), recommendation(s), decision(s) or other disposition generated as part of the early tenure consideration.

Early tenure consideration decisions are neither grievable nor appealable.

G. Tenure Consideration Process

1. Definitions

   Unit – The term unit, as used in this section, refers to the local academic unit (whether called a department, school, group, or college) where the evaluation process begins.

   Advisory Committee – As used in this section, Advisory Committee refers to a standing College or inter-College committee whose function is to review the actions of the unit tenure committees and make recommendations to the dean or deans.

   Candidate’s submission – The candidate’s submission includes all material submitted by the candidate as required by the rules of the unit/college/University.

   Dossier – As used in this section of the Faculty Handbook, the dossier includes the candidate’s submission and all evaluative letters or reports from external reviewers, the unit head, the dean, the Provost and President, the unit, college, or University committees who are identified below as playing a role in the tenure review process, as well as any responses of the candidate to any of the above.

   Confidential Material – Documents developed in the tenure procedure involving the understanding and expectation that they are confidential shall not be made available to the candidate. Included in such documents are letters of recommendation, evaluation forms, and minutes of tenure or promotion committees.
Unsolicited Material – Any material that is neither solicited by the unit tenure committee nor included in the candidate’s initial dossier submission, nor placed in the dossier at higher levels in accordance with these procedures shall be considered to be unsolicited material.

2. Tenure Process

If during its review of a dossier and preparation of its report, any reviewing entity identifies an item or issue which it believes needs clarification or explanation before it can reach a fully informed and balanced decision, it should make such items or issues known and request clarifying or explanatory material from the candidate and/or from any previous reviewing body before its report is finalized.

When a reviewing entity has completed its final report that will include its recommendation regarding tenure (and, when appropriate, a final vote), the final report shall be made available to the candidate who shall have the opportunity to produce a written response to the report. The final report and the candidate’s written response, if any, shall then be forwarded immediately to the next level of review. No college shall permit reconsideration or a re-vote after a reviewing entity has issued its final report.

a) Tenure from the tenure-track

In those cases in which a candidate has submitted a written response, each succeeding level of review shall carefully examine both portions of the received report (the reviewing entity’s report and the candidate’s response). If the reviewing entity determines that the candidate’s response is sufficiently persuasive and informative such that it may have significantly altered the reviewing entity’s final report as received, it may offer the initial reviewing entity the opportunity to submit a supplemental statement addressing the impact and effect the candidate’s response may have had on the final report.

b) Tenure on entry

Faculty hired with the expectation of tenure on entry will be reviewed for tenure on the basis of a dossier providing evidence of the candidate’s accomplishments in the areas of teaching; research, scholarship and/or creative activity; and service, and including arm’s-length letters of evaluation from scholars in the candidate’s field. The dossier, including recommendations by the unit tenure committee, the department chair and the college dean (as applicable), is not subject to review by the candidate.

Each level of tenure review must clearly attest in writing as part of the forwarded dossier that all preceding procedures have been properly adhered to and any procedural irregularities were identified and rectified before the dossier was transmitted to the next level of review.

Step 1: Application for Tenure

Tenure consideration normally takes place in the sixth year of full-time employment as a tenure-track faculty member. Full-time employment is defined as a full load, as defined by the unit, for an academic year. The college dean will advise the candidate of the need to initiate the tenure process by April 1 of the academic year preceding the year in which the tenure review is scheduled to begin. Included in this notification will be a letter which outlines the following:

- Tenure procedures, including voting regulations with the unit, the school and the college and an overview of the review process. These procedures will be reviewed and approved by the Provost.
- The types of materials to be included in the candidate’s submission and what actions the candidate must take to develop the candidate’s submission.

- Notice of the extent to which the candidate will have access to the dossier, including identification of information deemed confidential and unavailable to the candidate. Letters from external reviewers and other solicited letters are always deemed confidential, and the tenure candidate will not have any access to them.

The candidate will respond in writing to indicate whether or not he or she wishes to be considered for tenure. The college dean and the unit head must receive notification of the candidate’s decision by May 1 of the calendar year in which the tenure process is scheduled to begin. If the candidate does not respond, the presumption is that the candidate wishes to be considered for tenure. If the candidate indicates that he or she does not wish to be considered for tenure, there will be no tenure consideration, and the candidate will receive a terminal contract for the following year.

The candidate’s submission is due October 1. The candidate may not add any further information to the dossier after the dossier has passed from the tenure committee to the dean (no later than November 30) except as provided below for responses to the reports of the tenure committee, advisory committee (if one exists), the dean, or the Provost, or in response to a request from the University Standing Appeals Committee on Tenure or any reviewing entity seeking clarification of material in the dossier. However, updates concerning the status of already submitted materials may be added with the approval of the tenure committee which may append appropriate comments.

**Step 2: Creation of the Dossier**

In assessing the candidate’s achievement and promise of future professional development, it is critical to gather evidence that fully reflects the candidate’s performance relative to each of the tenure criteria. Up to the point of submission to the unit tenure committee, the candidate is responsible for compiling all information except the external reviews. A senior member of the unit will be assigned to assist the candidate with his or her submission. When compiling the candidate’s submission, the candidate will follow the *Model Tenure and Promotion Dossier Guidelines* prepared by the Provost and reviewed annually by the Faculty Senate Agenda Committee. External reviewers will be chosen by the unit committee. The candidate may suggest up to half the number of reviewers the committee will use, in accordance with the unit’s policy. The candidate may also provide the names of up to three individuals whom the candidate would prefer not to be reviewers along with an explanation for this preference. The committee will make the final selection and the original sources of suggested referees will not be revealed beyond the committee. Unsolicited materials, whether submitted by the candidate or others, will not be reviewed by evaluators at any level or included in the dossier.

**Step 3: Review within the College**

At each successive step within the college, the candidate will be provided with detailed evaluations relative to the tenure criteria. The candidate will have ten calendar days to respond to each of these evaluations in writing, before the case can move to the next step. Because the college dean conducts an independent review of the dossier, he or she may not participate in the tenure discussions or vote at the unit or college committee level.

Any additions to the dossier after it leaves the unit, aside from confidential material, shall be made available to the candidate and the unit tenure committee.
Step 3a: Review by the Unit Tenure Committee

Within the college, the dossier will first be evaluated at the unit level according to the procedures established by each unit and college and provided to the candidate in Step 1. Using procedures approved by the faculty of the unit and by the Provost, the unit tenure committee will seek out information relating to the candidate.

The unit tenure committee will include at least three tenured professors from the candidate’s unit elected by the tenured faculty of the unit. If a unit lacks sufficient tenured faculty members to form a tenure committee that conforms to these requirements, the dean and the Provost will select supplemental committee members and notify the candidate.

Except in colleges where the unit is the college, the unit head will provide the tenure committee and the candidate with a written evaluation of the candidate relative to the tenure criteria early in the course of the committee’s evaluation. The candidate will have ten calendar days to respond in writing to the evaluation. The unit head is a voting member of the unit.

Step 3b: Review by Advisory Committee (if any)

When such a committee has been established, the dossier, including the report of the unit tenure committee, shall be forwarded to a college advisory committee. The advisory committee shall operate according to explicitly defined procedures that have been approved by the college faculty, and that have been provided to both the candidate and the unit tenure committee. Any member of the advisory committee from the candidate’s unit may not participate in any advisory committee discussion regarding that candidate and must abstain from voting. The vote of the advisory committee and a report of its considerations shall be added to the dossier and forwarded to the dean of the college. The advisory committee, on its own initiative, or at the request of the candidate, may rule that a case has not been properly processed by the unit tenure committee and, at its discretion, may send the case back for reconsideration by the unit tenure committee.

Step 4: Dean’s Review

The college dean will review the dossier, which shall include the report of the advisory committee, if any, and will prepare a detailed written evaluation relative to each tenure criterion. This will include a recommendation for or against tenure. The dean will forward a copy of his or her evaluation to the candidate who will have ten calendar days to respond in writing to the evaluation. A copy of the dean’s evaluation will also be forwarded to the unit tenure committee for information only. The dean will add his or her evaluation and any candidate response to the dossier, which then is forwarded to the Provost.

Step 5: Review by the Provost

The Provost, after reviewing the dossier and its accompanying recommendations and in consultation with the President, will decide whether or not to recommend the candidate for tenure. In all cases in which there is a positive recommendation for tenure, the Provost will communicate the decision, in writing, to the dean and the candidate. In any case in which the Provost has decided to make a negative tenure recommendation, the Provost will communicate it to the candidate only, in writing, including the grounds for the negative recommendation.
If the candidate does not, within ten working days of the date of the Provost’s written communication and as prescribed below, request reconsideration by the Provost or appeal the Provost’s decision, the Provost will communicate the negative recommendation, for information only, to the dean and the unit tenure committee.

**Step 5a: Tenure Appeal Procedure**

1) For tenure cases, in lieu of the Faculty Grievance Procedure and definitions of this Faculty Handbook, the University Standing Appeals Committee on Tenure, “the Appeals Committee”, has been established. The University Standing Appeals Committee on Tenure will consider appeals from the Provost’s decision and is charged with the authority to remand with explanation a tenure dossier to any appropriate level of review (unit, college, dean or Provost) for reconsideration if it determines that at that level of review there were instances of unaddressed or improperly addressed procedural irregularities, non-consideration of pertinent information, failure to consider information in the dossier in a fair and objective manner, discrimination, or violations of academic freedom.

Any formal claim of discriminatory acts prohibited by law or by University policy shall not be considered by the University Standing Appeals Committee on Tenure. Such claim shall be submitted by the candidate through the Office of Institutional Diversity and Inclusion which shall investigate and issue findings according to its procedures. A candidate should consult with the Office of Institutional Diversity and Inclusion at any time that s/he becomes aware of prohibited discrimination. In order to minimize the potential impact of the discriminatory act(s) on those making recommendation regarding the candidate’s tenure application, it is incumbent on a candidate to raise any allegation of prohibited discrimination with the Office of Institutional Diversity and Inclusion as soon as a candidate believes that a discriminatory act may have occurred. During the tenure process, if a candidate brings such a claim to the attention of a committee or an administrator, but not to the Office of Institutional Diversity and Inclusion, the administrator or committee must forward the claim of discrimination to the Office of Institutional Diversity and Inclusion, which shall follow its normal investigative procedures. The Director of the Office of Institutional Diversity and Inclusion, or his/her representative, shall notify the Provost in writing within five working days of receiving a complaint of discrimination from any tenure candidate. The Office of Institutional Diversity and Inclusion may request the Provost to exercise his/her powers to stay further consideration of the tenure case until the Office of Institutional Diversity and Inclusion procedure is complete.

a. Any candidate who receives a negative tenure recommendation from the Provost will have ten working days from the date which appears on the Provost’s written recommendation to submit to the Provost, in writing, any additional pertinent information regarding his/her tenure candidacy which he/she wishes the Provost to consider, or to request that the Provost reconsider his/her recommendation.

If, after reconsidering the negative decision, the Provost still intends to proceed with a negative recommendation, the Provost shall notify the candidate of this intent, in writing. If the candidate wishes to appeal the Provost’s decision, the candidate must, within ten working days of the date of this communication, notify the Provost, in writing, that he/she wishes to appeal and state the grounds for that appeal. The Provost shall then forward to the University Standing Appeals Committee on Tenure the appeal...
request, the negative recommendation, the candidate’s dossier, and any additional information submitted by the candidate with the statement of grounds for appeal. If, however, the Provost reverses the negative decision, notification of the positive tenure recommendation shall immediately be forwarded to the President, with a copy to the dean and the candidate.

b. A recommendation which is under appeal shall not be transmitted until the Provost has received the determination of the University Standing Appeals Committee on Tenure.

c. The University Standing Appeals Committee on Tenure shall be composed of thirteen tenured members of the University faculty. Each college and the School of Law shall elect one representative to the committee; the remainder of the members shall be appointed by the Senate Agenda Committee in consultation with the Provost.

Members shall serve two-year terms on a staggered basis. Each year the committee shall choose its chairperson. To facilitate its considerations, the committee may establish subcommittees to prepare cases and recommendations for the full committee’s final consideration. Any member of the University Standing Appeals Committee for Tenure who has already voted on a candidate’s tenure application at the department or college level, or who served as the candidate’s advocate before any tenure or advisory committee, may not be present for or participate in any Appeals Committee discussion of the case and is required to abstain from any vote taken by the Appeals Committee on that candidate. Committee members are expected to be present whenever the full committee discusses a case. Any member who has not been present for a significant portion of the substantive discussion may not be present or participate in the vote on the final recommendation on that case. The quorum requirement for a meeting to discuss a case is seven members of those eligible to vote.

(1) In considering an appeal, the Appeals Committee shall review the entire record of the tenure case and may or may not seek and obtain additional information related to the appeal. The Appeals Committee may not engage in comparisons with specific tenure candidates at Northeastern University or elsewhere.

(2) The candidate and the Provost shall each be afforded the opportunity to meet with the committee, before it completes its review, to present their views on the issues underlying the appeal. When appearing before the committee, the candidate may being another Northeastern University faculty member as a nonparticipating observer.

(3) The Appeals Committee shall reach an independent recommendation as to whether or not tenure ought to be granted, and shall transmit this recommendation, with a statement or rationale, to the Provost, with a copy to the candidate and, for information only, to the unit tenure committee.

(4) The Appeals Committee will make a report each year to the Senate Agenda Committee containing statistics concerning the cases with which it dealt, and any comments that might lead to improvement of the process.
d. If the University Standing Appeals Committee on Tenure determines that the dossier should be remanded to the Provost, the Provost shall consider it and make a final decision. If the dossier is returned by the Appeals Committee to any prior level of review, each level of review above the entity to which the dossier was returned will reconsider the dossier and its respective decision.

e. If the final decision of the Provost, in consultation with the President, is negative, the candidate has no further avenues of appeal. Binding arbitration is not available in tenure cases.

**Step 6: Review by the President and Board of Trustees**

The President will bring forward to the Board of Trustees those candidates recommended for tenure. The Board of Trustees will vote on the recommendation of the President and the Provost and will notify the candidate and the dean of its action.

Should the candidate or others become concerned that there may have been a form of prohibited discrimination or a violation of Northeastern University’s Affirmative Action Guidelines they must contact the Director of the Office of Institutional Diversity and Inclusion immediately. Note that federal and state agencies normally require that a formal, written complaint be filed within a limited time following the occurrence of the alleged discrimination. To keep the option of external remedy available, a grievant may choose to file with a government agency and request that the complaint not be activated until the University's Affirmative Action Procedure has been concluded.
TENURE AND PROMOTION OF JOINTLY APPOINTED FACULTY

A. Definitions

1. A jointly appointed faculty member's "primary unit" is the department, school, or college in which the tenure or promotion process is initiated. Any other unit in which a jointly appointed faculty member holds an appointment is a "secondary unit."

2. If a jointly appointed faculty member holds appointments in multiple secondary units, requirements applying to a "secondary unit" shall apply equally to all secondary units.

3. The term "college dean" refers to deans of colleges and the deans of the School of Law and the D'Amore-McKim School of Business. The terms "primary unit dean" and "secondary unit dean" refer to the college deans associated with the specified unit.

4. The term "department chair" refers to chairs of departments and directors of programs that serve as units of appointment.

B. Generally Applicable Provisions

1. A jointly appointed tenure-track faculty member shall be subject to the same tenure and promotion processes that apply to individuals solely appointed within the faculty member's primary unit unless otherwise specified in this section of the faculty handbook.

2. To ensure that all individuals involved in tenure and promotion processes remain apprised of a candidate's progress:

   a. Any document sent to a department chair or dean associated with the primary unit pursuant to pre-tenure, tenure, or promotion review policies should simultaneously be sent to the recipient's counterpart in the secondary unit.

   b. Any document that a department chair or dean associated with the primary unit produces pursuant to pre-tenure, tenure, or promotion review policies should be sent to the document writer's counterpart in the secondary unit.

   c. Any document that a department chair or dean associated with the secondary unit produces pursuant to pre-tenure, tenure, or promotion review policies should be sent to the document writer's counterpart in the primary unit.

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1 Passed by the Faculty Senate on 23 October 2013 by a vote of 27-0-0; Approved by the Board of Trustees on June 6, 2014.
d. If for any situation described in (a), (b), or (c) above, no counterpart in the other unit exists, the document should be sent to the next higher level of administrator within the other unit.

e. Jointly appointed candidates shall receive copies of all materials added to tenure or promotion dossiers by department chairs or deans associated with their secondary units, just as they do to materials added by department chairs and deans associated with their primary units.

C. Annual Progress-toward-tenure Review

1. An individual or committee responsible for an annual progress review for a tenure-track faculty member shall seek input from the secondary unit head (or the secondary unit head's designee).

2. If the primary unit produces a written evaluation as part of the annual review process, it shall contain a section summarizing the information provided by the secondary unit head (or the secondary unit head's designee).

3. If the primary unit's annual performance review process includes multiple levels of review, such as an initial review involving a committee followed by a review by a unit head, it is the initial reviewer that shall have the responsibility for seeking input from the secondary unit head (or the secondary unit head's designee).

   a. If there are two written evaluations produced as part of the unit review process, such as a committee report followed by a unit head's letter, it is the document produced at the earliest stage of review that must include input from the secondary unit.

   b. The requirements to obtain and include input at the initial review stage do not preclude reviewers at later stages from obtaining or including input.

4. If one or more written evaluations are provided to the candidate as part of the primary unit's annual review process, at least one of these documents shall contain content that reflects the views of the secondary unit.

D. Pre-tenure Review and Reappointment Decision

1. The committee responsible for conducting a pre-tenure review shall include one representative from each unit in which the candidate holds a secondary appointment.

2. The representative from the secondary unit shall have the same rights and responsibilities as other participants in the review process. The involvement of the representative shall be limited to matters specific to the jointly appointed candidate.

3. The representative shall be selected by the secondary unit head. If the secondary unit head is not a college dean, the representative selected shall be approved by the college dean.
a. Secondary units are strongly encouraged to select a representative with expertise in the candidate's research area.

b. The representative must have an appointment in the secondary unit. However, the representative's tenure home need not be in the secondary unit, but can be in the primary unit, or elsewhere in the university.

c. A representative must meet any requirement as to rank that applies to other members of the committee.

4. If a candidate holds appointments in two colleges, the dean responsible for making a reappointment decision shall consult the secondary unit dean before making the reappointment decision.

**E. Tenure or Promotion Committee Composition**

1. The committee responsible for conducting tenure or promotion reviews shall include one representative from each unit in which the candidate holds a secondary appointment.

2. The faculty representative from secondary units shall be elected by the tenured faculty in the secondary units.

   a. Secondary units are strongly encouraged to select a representative with expertise in the candidate's research area.

   b. The representative must have an appointment in the secondary unit. However, the representative's tenure home need not be in the secondary unit, but can be in the primary unit, or elsewhere in the university.

   c. A representative must meet any requirement as to rank that applies to other members of the committee.

3. The representative from the secondary unit shall have the same rights and responsibilities as other participants in the review process. As a full participant in the review process, the representative shall have the right to vote in any procedure that involves a vote. The involvement of the representative shall be limited to matters specific to the jointly appointed candidate.

4. If a unit establishes a subcommittee to handle part of the work of a tenure or promotion committee, the representative shall be included on the subcommittee.

5. If any faculty handbook policy requires a minimum number of professors to serve on a committee, representatives from secondary units shall not count toward meeting that minimum, unless

   a. the representative is also qualified to serve on the committee under the primary unit's rules and is selected by the primary unit to serve in that capacity, or
b. the primary unit dean has selected the individual chosen as a representative to serve on the committee pursuant to the dean's powers when a unit has an insufficient number of faculty qualified to serve in that capacity.

F. Internal Evaluations

1. If a candidate holds appointments in multiple colleges:
   a. The tenure or promotion committee shall send the candidate's dossier to the primary unit dean and secondary unit dean simultaneously.
   b. Both the primary and secondary unit deans shall contribute independent written evaluations of the candidate to the candidate's dossier.

2. If a candidate's appointments are within the same college:
   a. If there is a school dean associated with the secondary unit, the school dean shall write an independent evaluation of the candidate; otherwise, the secondary unit department chair shall write an independent evaluation of the candidate.
      i. If the school dean writes the evaluation, and the secondary unit head is a department chair, the department chair shall provide input that will be integrated into the primary unit's review processes under policy F.3 or F.4, as applicable.
   b. The purpose of this written evaluation is not to evaluate the candidate against the secondary unit's tenure or promotion criteria, but instead to comment on the candidate's contributions to scholarship, teaching, and service in general and to discuss the nature of the candidate's contributions to the University.
   c. The written evaluation shall be submitted to the primary unit head.
   d. After reviewing and reflecting on the evaluation submitted by the secondary unit, the primary unit head shall prepare his or her own written evaluation.
   e. The primary unit head shall submit both written evaluations to the tenure and promotion committee simultaneously.

3. If a candidate holds appointments in multiple colleges, the primary unit head is a department chair, and the secondary unit head is a department chair:
   a. In developing a written evaluation for submission to a tenure or promotion committee, the primary unit head shall seek input from the secondary unit head (or the secondary unit head's designee).
   b. The primary unit head's written evaluation shall include one clearly designated section that reflects the input of the secondary unit head.
i. The secondary unit head shall have the option to supply the language to be used in the designated section.

ii. The secondary unit head shall have an opportunity to review the evaluation before it is submitted to the committee, and the written evaluation shall state that this opportunity has been provided.

c. The secondary unit head shall not provide an independent letter of evaluation for inclusion in the dossier.

4. If a candidate holds appointments in multiple colleges, the primary unit head is a dean, and the secondary unit head is a department chair:

a. The secondary unit head shall not provide a written evaluation, but shall provide comments to the tenure or promotion committee.

b. The committee shall summarize the secondary unit head's input in its record or report.

c. The secondary unit head shall not provide an independent letter of evaluation for inclusion in the dossier.

5. Colleges containing schools as subunits shall adopt a policy specifying whether school deans associated with a secondary unit of appointment shall provide an independent evaluation under policy F.1 or provide input that will be integrated into the primary unit's review processes under policy F.3 or F.4, as applicable.

a. The adopted policy shall be subject to the approval of the Provost.

b. The adopted policy shall apply only when a candidate is jointly appointed within multiple colleges. If the candidate is jointly appointed within a single college, policy F.2 shall apply.

G. College Advisory Committee Evaluation

1. The structure and functions of college advisory committees for jointly appointed candidates shall be the same as they are for candidates with single appointments.

H. Accommodation for Accreditation Requirements

1. If accreditation requirements preclude a department, school, or college from complying with any of the policies specified in this section of the faculty handbook:

a. The affected entity must submit a report to the Provost that:

   i. Identifies the specific provisions for which the unit would like to request exemption;
ii. Identifies the specific accreditation rules that preclude compliance; and

iii. Explains why these accreditation rules preclude compliance.

b. If the affected entity's request for exemption is approved by the Provost, it is excused from complying with the provisions that would violate accreditation requirements. However, the affected entity shall comply with all other policies specified in this faculty handbook section.

2. Affected entities are expected to consider alternative, formalized mechanisms for achieving the goals that underlie the tenure and promotion policies for jointly appointed faculty.
PROMOTION

1. Criteria

a. Promotion by change in academic rank of a faculty member results from recognition by the University of superior professional achievement and the expectation that this level of attainment will be sustained or exceeded in the future. The primary consideration in evaluating the record of achievement shall always be the degree to which this achievement improves the academic quality of the University.

b. The two most significant criteria for evaluating relevant achievement are teaching effectiveness, and scholarly or creative productivity.

1) Good teaching assumes the teacher’s dedication to students and subject matter and includes (as applicable to a college and/or to a department) the following indications of teaching effectiveness:

a) Clearly stated course objectives, along with explicit evidence that appropriate teaching/learning methods were employed to assist students in meeting course objectives;

b) Quality presentation in the classroom or other learning environment, including effective communication and adjustment of teaching techniques to the particular subject area and to the students involved;

c) Appropriateness of subject matter and approach and evaluation methods;

d) Course or program counseling of students to make the learning experience a meaningful one;

e) Evidence of superior teaching not included in the above; and

f) Creative development and implementation of courses or programs in the standard academic program or in the area of cooperative and experiential education, when deemed appropriate by the unit, or creative application of technology to achieve improved educational outcome or to reach new audiences.

2) Evidence of productive scholarship includes (as applicable):

a) Original research or scholarly review, either published or otherwise disseminated;

b) Creative productivity such as fiction, drama, poetry, painting, musical compositions, exhibitions, and/or performances;

c) Recognition in the faculty member’s scholarly field, including, when appropriate, the receipt of prizes, grants, or contracts awarded through a peer review process; and

d) Technical, procedural, or practical innovations, made clinically or professionally.

c. Supporting criteria, such as effective professional activities and University and community service which substantially contribute to educational and/or communal policies, and/or programs, and/or improve the professional standing of the individual or contribute to the stature of the University in the community shall be used in evaluating the individual faculty member’s record of achievement.

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1 Adopted by the Senate, June 13, 1977; amended March 13, 1978; accepted by the President, May 19, 1978. This policy applies only to members of the Teaching Faculty (2.1-2.4).

2 Approved by the Faculty Senate, May 28, 1999. Approved by the Board of Trustees, June 9, 1999.
1) Professional activities include (as applicable):
   a) Participation in professional organizations, seminars, and colloquia that are
      relevant to the educational process at the University and/or to the individual's
      academic interests; and
   b) Leadership in recognized professional organizations (i.e., effectively holding
      office, including that of committee chairperson).

2) University service includes (as applicable):
   a) Administrative duties (as part of the faculty member's normal program);
   b) Committee work;
   c) Development and presentation of new ideas related to University functions; and
   d) Advising students and student organizations.

3) Community service might include (as applicable):
   a) Service on boards and commissions, elected bodies, and/or charitable
      organizations; and
   b) Other contributions of the faculty member's special competence.

d. The University recognizes that every faculty member offers a unique combination of
   accomplishments relative to the criteria listed above, depending on academic field,
   specialized scholarly interests, varying professional opportunities, and contracted
   responsibilities for teaching, laboratory and field work, and research. Consequently,
   when a judgment is made of the total contribution of a faculty member, the criteria shall
   be weighted according to primary assignments during the period under consideration.
   Whenever possible, it is preferable that the specific criteria be established by mutual
   agreement.

2. Procedures

   a. Specific applications and/or amplifications of the criteria and procedures for evaluation
      for promotion set forth in this section of the Faculty Handbook shall be formulated by
      each department or comparable unit. These criteria shall be subject to the approval
      of the Provost or his or her designee. Recommendations for promotion based on those
      applications and/or amplifications shall be primarily the responsibility of the
      department or comparable unit.

   b. The Promotion Committee\(^3\) shall be composed of not less than three members of the
      candidate's department or comparable unit. The membership may consist of anyone
      holding the rank of Associate Professor or above. Unless a department or comparable
      unit decides to have only full Professors on the Committee (especially in the case of
      promotion to full Professor), the majority shall be of a rank above that of the candidate.

      1) Committee size and membership shall be determined by periodic vote by the
         department members or comparable group. Membership can be for one or two
         years, as determined by the department or comparable unit. In the case of a
         department, the department Chair shall be a nonvoting \textit{ex officio} member. A

\(^3\) "Promotion Committee" refers to the standing department committee, a joint committee of two or more departments, or a single
college committee, whichever is applicable and appropriate under the particular circumstances.
candidate for promotion may serve on the Committee, except during those particular sessions when his or her candidacy is being considered.

2) If a department or comparable unit has fewer than three members of appropriate rank and chooses not to form a joint committee (see below), the Dean of the College shall, in consultation with the tenured members of the department or comparable unit, choose the necessary additional members from the faculty holding the appropriate ranks in allied disciplines. During this process the candidate’s suggestions shall be sought by the Dean; however, such suggestions shall not be binding on the Dean. The membership of such a Committee shall be subject to review by the Provost.

3) It is understood that there may be some Colleges within the University where the division into departments may not be suited to the purposes of this Section or where a well-defined department structure may not exist. In the former case, departments may form a joint committee with the approval of a majority of the members of each department involved in the merger. In the latter case, upon an affirmative vote by a majority of the members within the College or comparable unit, the College or comparable unit may be considered a merged single department for the purposes of this Section.

c. The Promotion Committee shall review the status of each faculty member in any year when he or she so requests with respect to promotion.

1) The Promotion Committee shall evaluate all appropriate evidence, including an interview with each candidate concerning his or her qualifications and including a written evaluation by the departmental Chair, which will become part of the candidate’s dossier.

2) The Committee shall prepare a written majority report, which shall be submitted first to the candidate and then, after the candidate has had a reasonable chance to reply, to the Advisory Committee where one has been established and/or the Dean of the College together with minority reports. The recommendations of the Promotion Committee shall reflect the best professional judgment of the Committee as to the candidate’s merit in accordance with criteria already stated, regardless of financial or purely administrative factors.

3) The candidate shall have the right to have his or her response appended to the documents sent to the Advisory Committee where one has been established and/or to the Dean.

4) If the recommendation by the department or comparable unit is negative, it is incumbent upon that unit to propose developmental actions that would better suit the candidate for promotion at a future date.

d. Where separate tenure and promotion committees exist and where the tenure and promotion of a candidate are to be decided concurrently, the tenure committee shall assume jurisdiction for both tenure and promotion, paying due attention to any differing criteria which may exist for each action.  

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4 “Advisory Committee” refers to a standing College or intercollege committee whose function is to review the actions of the promotion committees and to make recommendations to the Dean and the Provost.

5 The legislative intent of this paragraph is that in such cases, the steps, regulations, and due process rights enumerated in the Tenure policy, rather than those set forth in this section, shall be followed for the entire consideration.
e. The Promotion Committee’s recommendations, whether favorable or unfavorable to the candidate, shall be considered in turn by the department Chair, the Advisory Committee where one has been established, the Dean of the appropriate College, the Provost, and the President.

1) The decision in each instance shall be communicated, in writing, to the individual candidate, giving him or her a reasonable amount of time to respond before it is sent on to the next level; the last decision to be communicated by the Provost not later than March 31.

2) If the Promotion Committee’s recommendation, whether positive or negative, is contradicted by the action of the Advisory Committee or by any administrator, that action shall be explained, in writing, to the Promotion Committee's Chair, as well as to the candidate.

f. The Promotion Committee, acting on a two-thirds vote from those faculty members eligible to serve on the Promotion Committee in the department or comparable unit, may appeal any promotion decision which goes against its recommendation.

1) In such cases, the Provost must refer the decision to an ad hoc committee of scholars composed of members not affiliated with the University who are specialists in the candidate's field.

2) The committee shall be composed of not less than three nor more than seven scholars jointly agreed to by the Provost and the Promotion Committee. The ad hoc committee's decision shall be accepted as binding on the Provost.

g. Individual faculty members who feel that a procedural violation has occurred in connection with their consideration for promotion may initiate grievances in accordance with currently applicable Tenured and Tenure-Track Faculty Grievance Procedures.
SABBATICAL AND PROFESSIONAL LEAVES

a. Sabbatical Leaves

The purpose of the sabbatical leave program is to provide professional growth for the faculty member and to promote the faculty member’s academic contributions to the University. To secure a sabbatical leave, the faculty member must have a planned program of activities that furthers the fulfillment of the program’s purposes.

(1) Eligibility

Faculty members are eligible to apply for sabbatical leave if at the proposed start of the leave they will have tenure, will hold the rank of Assistant Professor or above, and, will have served at least six years as a full-time Northeastern University faculty member. Once a sabbatical leave has been taken, a faculty member will only become eligible again after having served another six academic years as a full-time faculty member at Northeastern University, beginning with the end of the previous sabbatical leave. If a leave has been postponed or deferred for the administrative convenience of the Unit or College, or because of circumstances beyond the faculty member’s control, but is subsequently granted, the six-year eligibility period for subsequent leave will commence at the time when the postponed or deferred leave would originally have ended.

(2) Sabbatical Leave Plan and Compensation

Faculty members must specify one of two plans for their sabbatical leave: (1) two semesters at 50 percent of the faculty member’s academic year salary or (2) one semester at 100 percent of the faculty member’s academic year salary. Faculty members whose locus of tenure resides in a College or School that operates on a quarter calendar (e.g. School of Law), must specify either of two plans: (1) three quarters at 50 percent of the faculty member’s academic year salary or (2) one and one-half quarters at 100 percent of the faculty member’s academic year salary.

Both summer terms in the same calendar year are counted together as one semester for any faculty members whose base contract includes the full summer as one of their two semesters.

Faculty members continue to receive the following fringe benefits during the sabbatical leave:

- medical, dental, life, and disability insurance, unless it is covered by the temporary employer;
- group medical plan, if the faculty member continues regular contributions, either on a monthly or prepaid basis for the leave period;

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if participating in the retirement program, the University will match up to 10 percent of the portion of the individual’s sabbatical salary provided the faculty member contributes a minimum of 5 percent of the same salary;

- tuition remission benefits for family, and

- dependent care assistance if the faculty member will be paid through Northeastern University for the duration of the leave.

(3) Application for and Approval of Sabbatical Leave Process and Schedule

Each College will have a Sabbatical Leave Committee that evaluates all proposals for leave in the College and provides leave recommendations to the dean. The composition of the committee, the criteria for evaluation of sabbatical leave proposals, and the evaluation process will be determined by procedures approved by the faculty of the Unit, the dean, and the Provost.

The sabbatical leave applicant must submit a proposal containing a detailed plan of the leave’s activities, objectives, and location, a timetable indicating the beginning and ending leave dates, a statement indicating how the proposed leave meets the criteria specified by the College sabbatical committee, a statement identifying all sources of leave funds, and a statement concerning other essential arrangements (benefits, etc.), where the applicant will be a visitor to another organization.

The proposal shall be submitted, on or before November 15, to the College Sabbatical Committee for evaluation. Based on the evaluation, the Committee will make a recommendation to the Dean of the College. The Dean of the College, in turn, will forward a recommendation to the Provost, together with the Committee’s recommendation. The Provost’s recommendation is submitted to the President for final action.

Each academic year, before the end of spring semester, the College Dean will notify all faculty members who are or will be eligible for sabbatical leave that they may apply in the following academic year. The faculty members will also be provided with a report that indicates, for the College’s previous year sabbatical program, the number of faculty members who were eligible, the number who actually applied, and the number of leaves granted.

At the same time, the Provost will establish the timeline for consideration of sabbatical applications and transmittal of recommendations from each step. This timeline will be distributed to eligible faculty members with the Dean’s notification in Spring semester.

Applicants for sabbatical leave shall be notified of the President’s decision by January 15 of the academic year before the leave is to begin. The Provost may authorize consideration of an eligible faculty member’s sabbatical application outside of the timeline.

(4) Obligations to Northeastern University

Upon returning to Northeastern University after the sabbatical leave, the faculty member will submit a written report of the sabbatical leave activities to the Dean, with a copy to the Unit head. In addition, faculty members must resume their usual duties at the University for at least one academic year following the completion of the leave.
b. Professional Leaves

A faculty member may request a professional leave of absence to engage in career-related activities or study for a period of up to one (1) year, with the potential for a second year. The dean and the Provost may approve the leave if it will contribute to the professional growth of the faculty member or will promote the faculty member's academic contribution to the University. The specific conditions of such leaves are determined on an individual basis. The letter granting the leave should specify any expectations for research during the leave year and, as appropriate, implications for tenure consideration and sabbatical eligibility. Unless otherwise specified in the letter granting a leave, a faculty member on professional leave must return to the University for at least one academic year after completion of the leave.
VACATION AND OTHER LEAVES OF ABSENCE

1. Vacation Policy

Members of the faculty in teaching and/or research including Co-op Coordinators (2.9), Clinical or Academic Specialists (2.7), or Full-Time Lecturers (2.8F) who hold appointments on a twelve-month basis are entitled to an annual vacation to be accumulative at the rate of two workdays per month. Faculty, including Coordinators, Specialists, or Lecturers, who are employed on a less than twelve-month basis and are paid an annual salary do not accrue vacation during the periods when they are in service at the University.

2. Non-Professional Leaves of Absence

Other types of leave include Maternity/Adoption Leave, Family Leave, Sick Leave, and Leaves for Military Training/Service and Jury Duty. Beyond the conditions outlined above for all faculty leaves, the policies and regulations regarding these other leaves may be found by consulting with Human Resources Management.
ACADEMIC FREEDOM

Northeastern University subscribes to the 1940 Statement of Principles of Academic Freedom and Academic Tenure issued by the American Association of University Professors and the Association of American Colleges, as amended in 1970. This policy applies to all individuals insofar as they are involved in teaching or scholarship at the University.

The University will place no restraint upon the extramural pursuits of any member of the faculty unless the time devoted to that pursuit unduly interferes with his or her obligations to the University or violates the University’s Conflict of Commitment and Interest Policy.

The University will impose no limitations upon the freedom of faculty members in the exposition of the subjects they teach, either in the classroom or elsewhere. Faculty members may not claim as a right the privilege of discussing controversial matters outside their own particular fields of study in the classroom. The University will also impose no limitations upon the freedom of faculty members in research and the publication of the results. However, faculty members are expected to exercise appropriate discretion and good judgment.

The University assumes no responsibility for the extramural statements of faculty members. When appropriate, faculty members will make it clear that their statements are personal and are not sponsored or approved by the faculty or by Northeastern University.

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1 Approved by the Faculty Senate 10 April 2013, by the Provost 14 May 2013 and by the Board of Trustees 7 June 2013.
PATENT AND COPYRIGHT

1. University Patent Policy

a. Introduction

It is the policy of the University to encourage the development of inventions, and where its resources permit, to reduce these inventions to practice and develop their full potential to the point of practical application. The University is a nonprofit educational institution devoted to teaching, research, and other scholarly activities in the public interest. The University's faculty, staff, and students, as part of their normally assigned duties and scholarly activities, carry on research which may be supported in part, or in whole, by the University from its own resources, or by grants or contracts with outside sponsors. The respective rights and obligations of the University, its sponsors, and its inventors relative to inventions resulting from research at the University are defined by this policy.

b. Objectives

The principal objectives of this policy are:

1) to encourage creative research, innovative scholarship, and a spirit of inquiry leading to the generation of new knowledge;

2) to facilitate the transfer of University-developed research results to commerce and industry, and to encourage the broadest utilization of the findings of scientific investigation to provide the maximum benefit to the public;

3) to provide an orderly procedure for determining the potential economic significance of discoveries so that commercially valuable inventions may be brought to the point of public utilization;

4) to establish principles for determining the rights and obligations of the University, inventors, and research sponsors with respect to inventions, and to define the equitable disposition of interests therein;

5) to provide incentives to inventors in the form of professional recognition, continuing research support, and direct financial compensation;

6) to fulfill the terms of research grants and contracts;

7) to safeguard the intellectual property of both the inventor and the University until appropriate patent protection is achieved; and

8) to facilitate institutional invention and patent agreements with parties external to the University.

Approved by the Faculty Senate April 24, 1995, by the President May 23, 1995, and by the Board of Trustees November 10, 1995.
c. Inventions: Definition and Reporting

1) Covered Inventions

The term "invention" as used herein is an invention which is conceived or reduced to practice under the following circumstances:

a) where the invention involves any use of funds space, facilities, equipment, materials, or other resources of, or administered by, the University, including sponsored research projects; or

b) where the invention arises out of the sponsored research project or is relevant to the subject matter of an agreement between the University and another party with which the inventors have been associated; or

c) where charges relating to the invention were made to a sponsored research project or other activity involving agreement between the University and another party; or

d) where, although not falling within any of the foregoing categories, the inventor desires to make a disclosure of the invention to the University in order either to request a release as provided below or to interest the University in taking steps to commercialize the invention.

2) Invention Reporting

To protect the rights of the inventor and the University, timely invention reporting is required. Any inventor who is a faculty member, staff member or student, shall make a timely disclosure of his/her invention in writing to the Chair of the Patent Committee. Inventions should be reported as soon after conception as possible to permit prompt evaluation and to avoid unnecessary delays in publication.

3) Failure to Make Timely Disclosure

a) If the inventor fails to make a timely disclosure of an invention to the Chair of the Patent Committee, the University may require that an assignment of the invention be made to the University and any benefits that have accrued prior to the assignment shall be promptly paid to the University; and the inventor shall be obligated to comply with this requirement. Thereafter, unless the University shall otherwise agree in writing, all rights shall belong to the University.

b) A disclosure of any invention shall not be considered timely if it causes the University to lose domestic or foreign rights or business opportunities in an invention. Those acts which shall be considered untimely, shall include, without limitation, publication before patent application filing, filing a patent application prior to notifying the University, unauthorized prior filing in a foreign country, failure to disclose a business arrangement with a party other than the University which in any way involves the invention, provision of information which is later determined to be false or misleading in any material respect, and failure to disclose material facts or documentation relative to an invention.
d. Ownership and Disposition

The rights and obligations of the University, faculty, staff, and students are categorized as follows:

1) University-sponsored Inventions

Inventions resulting from research which has involved significant use of funds, facilities, space, equipment, materials, or other resources of, or administered by, the University (i) shall belong to the University; (ii) shall be promptly evaluated by a University evaluation committee or outside organization designated by the University; and (iii) shall either be accepted for patenting and commercialization, or, if not accepted for patenting and commercialization, may be released to the inventor upon written request. If an invention is accepted for patenting and commercialization, such invention shall be assigned to the University as provided hereinafter and the inventor agrees to be compensated in accordance with the applicable provisions of this patent policy.

2) Externally-sponsored, Non-government-related Inventions

The ownership, disposition, and obligations respecting inventions resulting from research wholly or partially financed under contracts, grants, or written agreements by industrial, philanthropic or other organizations, or by individuals, are governed by the provisions of such contracts, grants or agreements. Inventions which are not required to be dedicated to the public or to be assigned to other parties by the provisions of such contracts, grants, or agreements shall belong to the University and shall be processed as University-sponsored inventions. If, when evaluated for patenting and commercialization by the University Patent Committee, an externally-sponsored invention is not accepted for patenting and commercialization, such invention shall be released to the sponsor or, if permitted by the sponsor, may be released to the inventor.

3) Externally-sponsored, Government-related Inventions

The ownership, disposition, and obligations respecting inventions resulting from research which has had any financial support from an agency of the Government (Local, State or Federal) are governed by the terms of the applicable agreement. Such inventions, if required by the applicable agreement, shall be promptly reported to the appropriate government agency for determination of the Government's rights and interests.

If reporting to the Government is not required by the applicable agreement, or if the Government does not retain or require all right, title, and interest in a government-sponsored invention, the University will have the invention evaluated as a University-sponsored invention.

For inventions released to the University by the Government, in the event the University evaluation with regard to patenting and commercialization is negative, the University may release the invention to the inventor if permitted to do so by the Government Agency. Because the Government retains a license and certain other rights under any patent based on work it has sponsored, the inventor shall convey to
the University such rights as the University may need in order to fulfill its obligations to the Government.

4) Inventor-retained Inventions

Inventions resulting from research conducted without any use of funds, space, facilities, equipment, materials, or other resources of, or administered by, the University and not falling within (2) or (3) above, are the property of the inventor and are not reportable under this policy. If such inventions involve any, but not significant use of funds, space, facilities, equipment, materials, or other resources of, or administered by the University, they are reportable but are the property of the inventor. At the option of the inventor, such inventions may be submitted for processing as University-sponsored inventions.

5) Significant Use of University Funds, Facilities, Space, Equipment, or Other Resources.

The University will not normally construe the payment of salary from unrestricted funds nor the provision of office and library facilities as constituting significant use of funds, facilities, space, equipment, materials, or other resources of, or administered by, the University. Substantial advice or assistance from one or more faculty or staff members to an inventor specifically pertaining to the invention constitutes significant use of University resources. Use of laboratory and/or computer facilities will be considered on a case-by-case basis.

e. Assignments of Inventions

1) Faculty, Staff, and Students

Any member of the faculty or staff or any student who makes, as sole or joint inventor, an invention which involved significant use of funds, space, facilities, equipment, materials, or other resources of, or administered by, the University or which is subject to terms of a sponsored research or other agreement between the University and another party shall assign this invention and all associated applications and patents to the University or its designee unless the invention has been released to the inventor in accordance with the applicable provisions of the patent policy. Any member of the faculty, staff, or any student, whether before or after terminating his or her association with the University, shall do whatever is necessary to enable the University or its designee to take out patents in any and all countries on such invention. The cost and expense of making such assignments and procuring such patents shall be borne by the University or its designee.

2) When a student makes an invention which has not involved significant use of funds, space, facilities, equipment, materials, or other resources of, or administered by the University, and which is not subject to the terms of a sponsored research project or other agreement between the University and another party, the University will waive its rights and the invention will be the exclusive property of the student, provided the student's rights in the invention are not altered by the terms of any financial aid received, including external sponsorship, scholarships, fellowships, traineeships, thesis expenses, or other assistance, whether or not administered by the University.

f. Administration of Intellectual Property Matters
1) Responsibilities

The Provost or his or her designee is responsible for the administration of intellectual property matters relating to inventions, patents, trade secrets, trademarks, copyrights, and publications. The Provost or his or her designee shall represent the University in all matters relating to intellectual property which affect the University's relations with government, industry, and the public. The Patent Committee is responsible for advising and making recommendations to the Provost or his or her designee concerning intellectual property matters which arise from activities of faculty, staff, and students, including inventorship, the determination of rights between inventors, the determination of rights between the inventor and the University, and the disposition of patent rights which the University does not wish to exercise. The Patent Committee shall make recommendations regarding those inventions on which patent applications will be filed and the disposition of patent rights involved, shall recommend arrangements for prosecutions of patents and commercialization of inventions, and shall consider and make recommendations on special patent, trade secret, trademark, copyright, and publication matters submitted to it for resolution.

The University may obtain services from one or a combination of the following sources to aid in the processing and/or commercialization of patents:

a) Marketing organization(s);

b) University Patent Counsel or other designated patent organization(s); and/or

c) University personnel.

University inventors shall cooperate with representatives of the University and/or representatives of other organizations designated by the University to assist in the processing and commercialization of University-sponsored inventions.

2) Membership of the University Patent Committee

The membership of the committee shall, at a minimum, include a total of eight faculty and/or staff representatives, at least one of whom has knowledge of technology transfer and commercialization, and the Patent Officer. The Patent Officer, a representative of the Office of Research Administration and Finance (RAF), will administer the Patent Committee and report to the director of RAF, who is the Patent Official. The Patent Officer is appointed by, and serves as the designee of, the Patent Official. The Patent Officer is responsible for the day to day operations of the Patent Committee. Normally, patent counsel will be invited to attend committee meetings in a non-voting capacity. Non-voting guests may be invited to attend meetings as needed to provide additional expertise regarding such matters as the technical aspects of a proposed invention or concerning patent processing.

The Patent Committee faculty/staff appointment process begins with the Patent Official's soliciting faculty/staff nominees from the College Deans. These nominees are presented to the Senate Agenda Committee and to the University Research Council for their recommendations, which may include the suggestions of additional and/or alternative nominees. After considering the recommendations of the Agenda Committee, the University Research Council and the Patent Official, the Provost will make the appointments. The appointed faculty members will serve three-year
staggered terms. Should any Patent Committee member have an interest in any matter coming before the committee, that member shall recuse him/herself both from participating in deliberations concerning and from voting on any such matter(s).

Collectively, faculty/staff representatives should have multi-disciplinary backgrounds, knowledge related to important patent areas at Northeastern University, institutional diversity, and involvement with external sponsors. A quorum of the committee must be present during deliberations and voting.

If any committee member resigns or fails to complete his or her appointment to the Committee or is otherwise removed, a replacement shall be selected by the Provost or his designee to fill the vacancy during the balance of the appointment. This Committee shall meet at regular intervals and at other times upon request of the Chair.

g. Procedures

1) Processing

Inventors shall transmit disclosures of inventions to the Chair of the Patent Committee on disclosure forms provided for that purpose by the Office of Research Administration and Finance. The Chair shall place the disclosure on the agenda of the next Patent Committee meeting. Each reported invention shall be evaluated by the Patent Committee within six months of submission to determine if it is "releasable," as defined below, or if any other patent action will be taken. Any indicated patent action will be taken expeditiously so as to protect the rights of the inventor and the University and to further any contemplated publication. The Patent Committee shall recommend a consultant, agent or other organization(s) to evaluate a) the invention's suitability for patenting, and b) the commercial value of the invention.

If the Patent Committee concludes that an invention is suitable for patenting and commercial value, it may be accepted for commercialization on a best efforts basis. The University shall determine at what point, after the filing of a patent application, commercialization efforts shall begin, what mechanisms will be employed, and to what extent funds, facilities, space, equipment or other resources of, or administered by, the University will be utilized.

If the Patent Committee concludes that an invention is suitable for patenting and has commercial value, it may be accepted for patenting and commercialization efforts. If accepted for patenting, the invention shall also be accepted for commercialization on a best efforts basis. The University shall determine at what point, after the filing of a patent application, commercialization efforts shall begin, what mechanisms will be employed, and to what extent funds, facilities, space, equipment or other resources of, or administered by, the University will be utilized.

If the Patent Committee concludes that the invention has little or no current commercial value, a patent application may be filed at the University's expense by the University if it is satisfied that justification has been provided to the Patent Committee to establish potential future commercial value.

2) Releases
Inventions resulting from research conducted without use of significant funds, space, facilities, equipment, materials, or resources of, or administered by, the University and not subject to any conflicting provisions of any externally sponsored research contract, grant, or agreement shall be deemed "releasable" and shall be released to the inventor upon the submission of a written request for such release. Initial findings regarding significant use of funds, space, facilities, equipment, materials, or resources of, or administered by, the University shall be made by the Patent Committee and shall be communicated to and reviewed by the Patent Official. Releases shall be executed by the Provost upon recommendation of the Patent Official or his or her designee. At the option of the inventor, released inventions may be submitted for processing as University-sponsored inventions.

For inventions other than those categorized as "releasable" as defined above, the inventor may request a release. The invention is automatically released to the inventor one year after the Patent Committee has approved it for release, should the University fail to act further on the invention during this period.

Whenever the University determines that it has no further interest in an invention, the University shall release such invention to the inventor.

Upon the grant of any release, the inventor shall agree: a) not to use funds, facilities, space, equipment, materials, or other resources of, or administered by, the University, or the University's name in the exploitation of such invention; b) that the University may retain a non-exclusive, royalty-free license for University purposes if University and/or other sponsorship was involved; and c) that the inventor will convey to the University such rights as are necessary to fulfill any obligations that the University may have to other parties.

3) Disputes and Appeals

Disputes involving invention and patent matters other than those which are entrusted by this document to any other person or entity shall be referred to the Patent Committee. The Committee shall make a written advisory recommendation to the Provost or his or her designee, who shall render a final and binding decision in any such dispute.

4) Consulting Agreements

Any faculty or staff member who is engaged in consulting work or in business is responsible for ensuring that clauses in his or her agreements do not conflict with the patent policies of the University or with University commitments. Upon request, the Division of Research Management will provide assistance in this respect. The University's rights and the individual's employment obligations to the University shall in no way be abrogated or limited by the terms of such agreements. Faculty and staff members should clearly communicate their University obligations to those with whom they make independent agreements, and they should ensure that other parties to the agreement are provided with a current statement of the University Patent Policy.

h. Royalty Income and Incentive Awards
1) Division of Licensing Fees and Royalty Income

Gross Licensing Fees and Royalty Revenues, hereafter referred to as "royalty," subject to any deductions as follows, derived from University-sponsored inventions and paid to the University, shall be distributed as follows:

a) 30% directly to the Inventor;

b) 30% but not in excess of $100,000, divided equally between direct support to the inventor for his or her research and the inventor's unit to foster research in the unit. If distribution of this 30% is greater than $100,000 per year, the inventor and involved unit head shall negotiate with the Provost or his or her designee regarding the distribution of amounts in excess of $100,000/year between support of the inventor's research and the unit; and

c) 40% to the Provost's Office and the University's General Fund.

If the invention is joint, then the direct 30% royalty distribution designated for an inventor shall be to the joint inventors as a group, to be divided equally between the inventors, unless the inventors provide the University with an alternative royalty distribution agreed upon by them. If the inventors are associated with different units, the royalty distribution to the units shall be to the units jointly to be divided equally, unless the University is provided with an alternative royalty distribution agreed upon by the heads of the respective units and the Office of the Provost.

If the inventor's employment with the University terminates, the inventor's share of the distribution for direct support of his or her research shall be redistributed, 5% to his or her unit and 10% to the Provost's Office and the University's General Fund.

In the event a unit ceases to exist, the distribution of the unit's funds shall be determined by the Senior Vice President for Administration and Finance upon recommendation of the Provost of his or her designee.

The term "unit" as used herein shall include, without limitation, college, department, administrative unit, group, center or institute, the functions of which are separately budgeted.

Prior to any distribution under this Section, the University reserves the right to deduct from gross royalty revenues, at its discretion, at such times and in such amounts as it deems appropriate under the circumstances, costs and expenses associated with litigation and other activities which may be incurred either in obtaining rights to inventions, in marketing inventions, or in enforcing or defending patents filed as a result of University-sponsored inventions.

If the University has entered into an agreement with a third party concerning the disposition of rights to any invention arising from research financially supported by such party, the distribution of royalty income received from any patent(s) based on said research will be governed by the terms of that agreement.
With respect to distributions of royalties made by the University, the University shall make royalty distributions in accordance with this patent policy unless directed otherwise by a court order, and the University shall be held harmless against good faith payment of royalties made in accordance with this patent policy.

i. Licensing and Royalty Income

1) License and Royalty Income balances in excess of $50,000, after distributions required by the University Patent Policy, shall be disbursed at the close of the University's fiscal year.

2. Copyright Policy

a. Policy Objectives

The objective of this policy and the associated administrative procedures is to enable Northeastern University to continue to foster the free and creative expression and exchange of ideas and comment; to preserve traditional University practices and privileges with respect to the publication of scholarly, instructional or artistic works; to establish principles and procedures for equitably sharing income derived from works of authorship produced at or for the University; and to protect the University's rights and assets.

b. Copyrightable Material

1) Under the Copyright Act of 1976, 17 U.S.C. sec. 102, federal statutory copyright exists in "original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device." These works include:

   a) written or printed works such as books, journal articles, poems, manuals, memoranda, syllabi, bibliographies, tests, computer programs, computer-driven displays, programmed instructional material and databases;
   b) musical works, including any accompanying words;
   c) dramatic works, including any accompanying music;
   d) lectures, presentations and live video or audio broadcasts;
   e) pantomimes and choreographic works;
   f) pictorial, graphic, and sculptural works, including photographs, diagrams and sketches;
   g) films, filmstrips, charts, transparencies and other visual aids;
   h) motion pictures and other audiovisual works such as videotapes, audio tapes, videodiscs and cassettes; and

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2 Approved by the Board of Trustees, September 17, 1982. This policy applies to all University employees and to students insofar as they are engaged in the activities described herein.

3 Common Law copyright protection of a work exists in very limited circumstances before it is fixed in tangible form, and trade secret protection is available for any material that provides a business advantage not generally known to the public.
i) sound recordings.

2) Upon publication of any works of authorship, certain formalities of notice are required to prevent loss of copyright protection in the work, as described below.

c. Scope of Copyright Protection

1) The scope of copyright protection is a matter of federal law governed by the Copyright Act of 1976, 17 U.S.C. secs. 101 et seq. This policy is provided to identify selected copyright principles and is not intended to constitute a full description of the applicable law. Inquiries in specific cases should be directed to the Provost’s Office.

2) Copyright protection for an original work of authorship extends only to the expression which constitutes the work and not to any idea, principle or discovery embodied in the work. For example, a written description of a manufacturing process is copyrightable, but the copyright only prevents unauthorized copying of the description; the process described may be freely copied by a patent.

Copyright protection only prevents copying of the copyrighted work, and does not control an independently produced similar work. Moreover, ownership of copyright is distinct from the ownership of any material object in which the work is embodied. Transfer of the ownership of any object does not of itself convey any rights in the copyrighted work embodied in that object. For example, if one purchases a videotape, one does not automatically obtain any copyright interest in the work on the tape, such as the right to make a public performance of the recorded work. Furthermore, in the absence of an agreement, transfer of the ownership of a copyright does not convey property rights in any material object.

3) The rights of the copyright owner vary with the nature of the work. These rights include the exclusive right to: a) reproduce the copyrighted work; b) prepare derivative works based on the copyrighted work; and c) distribute copies by sale or otherwise. For some works, the rights include the exclusive right to display or perform the work. The rights of copyright are subject to certain defined limitations and exceptions, including, but not limited to, the right of others to make “fair use,” as defined by the Act, of a copyrighted work. “Fair use” includes the reproduction of portions of the copyrighted work for purposes such as criticism, comment, news reporting, teaching, scholarship or research. Fair use should not be relied upon without the advice of counsel.

d. Ownership and Disposition of Copyrightable Material

1) The initial ownership of a work depends on how it is created, and may reside in either the author(s) or a sponsoring entity. The term ‘author’ shall be defined for purposes of this policy to mean the individual(s) responsible for the creation of a work. Where there is a question concerning the identity of the author(s) of a work, the Provost or his or her designee shall make a good faith determination of authorship, which shall be final and binding on all parties. In making this determination, the deciding party is to be guided by applicable law.

2) In the case of any work which is created or developed in the course of or pursuant to an agreement for sponsored research or pursuant to any other written agreement,
including an agreement between an author(s) and the University, copyright ownership shall be determined in accordance with the terms of such agreement. In the absence of such terms, the ownership of copyright in such work shall be determined by reference to paragraphs 3), 4), 5), and 6) of this Section. It is anticipated that such written agreements may contain other restrictions or obligations affecting material provided or developed pursuant to the agreement. In such cases, persons using or developing such materials shall abide by such restrictions and obligations.

3) All works created or developed by University faculty, staff or other employee within the scope of his or her employment shall be considered a 'work made for hire' within the meaning of the Copyright Act and copyright ownership thereof shall reside in the University. Notwithstanding the foregoing, works created by faculty for use in courses in the University may be used by such faculty as a contribution to other works provided that appropriate notice and acknowledgment of the University's ownership of copyright is included in any such other work.

4) Copyright ownership of any work which is created or developed by any person, including, but not limited to faculty, staff, employees and students, with the significant use of funds, facilities, space, equipment, materials or other resources of, or administered by, the University shall reside in the University. Except as provided in paragraph 3) of this Section, the University will not normally construe the payment of salary from unrestricted funds nor the provision of office and library facilities as constituting significant use of funds, space, facilities, equipment, materials, or other resources of, or administered by, the University. Use of laboratory and/or computer facilities or assistance from one or more faculty or staff to an author specifically pertaining to the work constitutes significant use of University resources. In all cases the Provost or his or her designee shall make a good faith determination concerning significant use, which shall be final and binding on all parties.

5) Copyright ownership in any work, other than in a thesis, which is not within the provisions of paragraphs 2) 3) and 4) of this Section shall reside in the author. Copyright ownership in theses shall be determined as provided in paragraph 6) of this Section.

6) Notwithstanding any provision herein to the contrary, in the case of a thesis generated by research performed in whole or in part by a student in the course of or pursuant to an agreement for sponsored research or other written agreement, including an agreement between an author(s) and the University, or utilizing equipment or facilities provided to the University under conditions that impose copyright restrictions, copyright ownership or control shall be determined in accordance with such agreement or restrictions. In the absence of such agreement or restrictions, copyright ownership in such a thesis shall reside in the student; however, the student, as a condition of a degree award, must grant the University the royalty-free right to reproduce and publicly distribute copies of the thesis for limited and noncommercial purposes.

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4 A 'thesis' shall be defined herein as a student work representing significant original or independent research and for which the student receives a very substantial amount of credit toward a degree or certificate. Where there is a question concerning whether or not a student work is a thesis, the Provost or his or her designee shall make a good faith determination concerning this issue, which shall be final and binding on all parties.
7) Where necessary to secure to the University an ownership of copyright in accordance with paragraphs 2), 3) and 4) of this Section or the rights of reproduction and distribution in accordance with paragraph 6) of this Section, all faculty, staff, employees, students, consultants, and others authorizing works for or on behalf of the University shall assign such person's rights of copyright, or grant the specified rights of reproduction and distribution, to the University. The University reserves the right to use, at its discretion, the materials or portions of any work created or developed in the course of an author(s)'s relationship with the University, or otherwise covered by this policy, for promotional, professional, or non-commercial purposes on a royalty-free basis.

e. Copyright Revenues

1) Except as may be provided in any other controlling document, revenues received by the University through fees or royalties for use of works in which the University has acquired rights under paragraphs 2), 3), 4), and 6) of Section d, will be apportioned in accordance with paragraph 4) of this Section among the author(s), the University, and the unit (if one exists) within the University where the works originated. The term 'unit' as used herein shall include, without limitation, department, administrative unit, group or institute, and functions of which are separately budgeted.

2) Prior to any distribution under paragraphs 3), 4), or 5) of this Section, the University reserves the right at its discretion to deduct from gross revenues all or any portion of:

   a) litigation and other expenses reasonably incurred in enforcing or defending the copyright against third parties;
   b) costs involved in licensing the copyrightable work;
   c) fees and expenses for registering the copyright; and d) the University's production and development costs.

3) The author(s) and the University are authorized to conclude a written agreement concerning the distribution of revenues. The author(s), a representative of the unit and the Provost or his or her designee may negotiate such a written agreement, to be executed by the author(s) and the Provost or his or her designee, encompassing the following:

   a) the distribution of revenues;
   b) the schedule for revenue distribution; and
   c) where applicable (especially to encourage the creation and development of non-print materials), advances against royalties.

4) Where no written agreement with respect to revenue distribution exists, the following distribution shall apply:

   a) to the University, 60%;
   b) to the author(s), a total of: (i) 35% of the first $50,000 in gross revenues; (ii) 25% of the next $50,000 in gross revenues; and (iii) 15% of the gross revenues thereafter; and
c) to the unit, a total of: (i) 5% of the first $50,000 in gross revenues; (ii) 15% of the next $50,000 in gross revenues; and (iii) 25% of the gross revenues thereafter.

5) For purposes of paragraph 4) above, in the case of joint authors, the direct royalty distribution designated for an author shall be to the joint authors as a group, to be divided equally between the authors, unless the authors provide the University with an alternative royalty distribution schedule agreed upon by them. If the authors are associated with different units, the royalty distribution to the units shall be to the units jointly to be divided equally, unless the University is provided with an alternative royalty distribution schedule agreed upon by the heads of the respective units and the Provost or his or her designee. If the authors are associated with different units, the royalty distribution to the units shall be to the units jointly to be divided equally, unless the University is provided with an alternative royalty distribution schedule agreed upon by the heads of the respective units and the Provost or his or her designee. In the event a unit ceases to exist, the distribution of the unit's funds shall be determined by the Vice President/Treasurer upon recommendation of the Provost or his or her designee.

6) Except as may be prohibited by law or any other controlling document, the University reserves the exclusive right at its discretion to contract with third parties for the exercise of any of its rights of copyright.

Revenues accruing from such agreements shall be considered part of the revenues of the copyrightable works and shall be distributed in accordance with the provisions set forth in this Section.

f. Copyright Procedure

1) Where the University has determined that it is in its best interests to protect works in which it owns or is entitled by agreement or operation of law to own any rights of copyright, it may at its discretion register its claim to copyright. The author(s) of the work shall fully and promptly cooperate with the University and take such actions and execute such documents, including, but not limited to, assignments and applications for registration, which shall, in the opinion of the Provost or his or her designee, be reasonably necessary to perfect and confirm the University's rights of copyright.

2) In all cases where the University chooses to publish a work, it shall include a copyright notice in the required form and position. The notice must contain three elements:

   a) the symbol © [(P) for sound recordings];
   b) the name of the copyright owner: NORTHEASTERN UNIVERSITY; and
   c) the year of first publication. This is the year in which copies of the work were first placed on sale, sold, or publicly exhibited or distributed.

Advice of counsel should be obtained regarding the proper use of copyright notice.

g. Policy on Trade Secrets and Protection of Computerware

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5 'Publication,' under the Copyright Act, includes the distribution of copies of a work to the public by sale or other transfer of ownership, or by rental, lease or lending, or the offer to distribute copies to a group of persons for further distribution or public display or performance. A public performance or display of a work does not in itself constitute publication.
1) Except where provided to the contrary in other controlling documents, ownership of computer databases, software and firmware produced at the University, along with any rights of copyright pertaining thereto, shall reside in the University wherever such materials are created a) by employees as works made for hire; b) under contract by or for the University; or c) with significant use of funds, space, facilities, equipment, materials, or other resources of, or administered by, the University, as described in Section d above. It should be noted that sponsored research agreements usually contain clauses affecting the ownership and disposition of computer software, firmware and databases, providing in some cases that the sponsor or the University is the owner. The Provost's office should be consulted to determine the meaning and scope of any such clauses.

2) Copyright protection alone may be inadequate for computerware and certain other materials. For this reason, computer software, firmware and databases owned or controlled by the University shall be maintained as trade secrets of the University until released by the Senior Vice President/Treasurer upon recommendation of the Provost or his or her designee. In addition, the Provost or his or her designee may identify other materials or classes of materials to be treated as trade secrets. Where any material is to be treated as a trade secret, the following steps shall be taken to protect such status.

   a) The material and any copies thereof shall be physically secured against access by unauthorized individuals.

   b) Access to the material and any copies thereof shall be limited to designated individuals who shall be as few as possible and who shall be instructed and obligated to protect any such trade secret status.

   c) The material and any copies thereof shall bear a notice as follows: "This material is confidential and proprietary to Northeastern University. Access to this material is limited to authorized individuals. Use, reproduction or disclosure is prohibited unless authorized in writing by the University."

3) Initial findings with respect to the release of trade secrets of the University shall be made by the University Patent Committee and shall be communicated to and reviewed by the Provost or his or her designee. If release is authorized, the principal investigator or other faculty member directing the research in the course of which computer databases, software, firmware or other trade secrets are developed may permit their distribution subject to conditions which protect their commercial value and are consistent with any grants or contracts under which such works are developed. Databases so released may be publicly accessed (except in cases where confidential information or privacy considerations are involved, such as student, personnel, and patient records) so long as substantial copying is prevented.

4) It should be noted that software, firmware, databases and other trade secrets may be provided to the University from outside sources under conditions restricting their use or disclosure. Individuals authorized to access such materials shall treat them as required by the terms under which they are provided to the University.

h. Miscellaneous Provisions

1) Employment Agreements
The University may require faculty, staff or students to sign agreements implementing this policy as a condition of employment or as a condition of participation in a sponsored project, as may be necessary to comply with the terms of grants and contracts, or to establish record title in certain materials in the University. The University may hold legally responsible and/or impose sanctions upon employees responsible for significant violations of the terms of this policy, including but not limited to actions such as the publication other than under University copyright of materials with respect to which the University is the copyright owner under the law or the provisions of this policy.

2) Copying of Works Owned by Others

Members of the University community are warned to observe the rights of other copyright owners.

Policies pertaining to copying for classroom use or library purposes are set forth in "Use of Copyrighted Material in Classes,"6 are posted at appropriate University locations and are available from the University Publishing Group.

3) General Advice and Assistance

Designated personnel in the Provost's Office are available to advise on questions arising under this policy and to assist with the negotiation and interpretation of the provisions of proposed formal agreements with third parties. All determinations or interpretations to be made under this policy by the Provost or his or her designee shall be made in substantial conformity with the Copyright Act and controlling case law thereunder, where applicable. Questions regarding the specific terms and conditions of individual contracts and grants, or regarding rules, regulations, and statutes applicable to the various government agencies, may be addressed to the Provost's Office.

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6 See “Teaching Policies and Procedures” section of this site.
INSTRUCTIONAL MEDIA

1. The decision to use instructional media in any form resides with the individual faculty member responsible for the instructional sequences under consideration and his or her department.

2. The objectives and content of instructional media courses and programs are the responsibility of the faculty member developing the instructional sequences and his or her department. Suggestions, criticisms, and major revisions may be proposed by the instructional media specialist, but only in an advisory capacity.

3. The University may withhold or, after reasonable notice, withdraw its support from the development, production, or implementation of an instructional method, device, or system whose design its authorized officials considers inadequate to achieve the proposed objectives or to carry the proposed content.

4. Decisions concerning the award of academic credit (how much, if any) for courses offered by means of various instructional media are the responsibility of the faculty of the College in which the students are enrolled.

5. Appropriate authorship or other credits should be given to any faculty or staff member who substantially assists the development or production of instructional media.

6. Any faculty member is free to develop instructional media entirely on his or her own time and without formally involving the University. In such cases, the faculty member has full ownership of the media so developed.

7. When instructional media are being developed with the assistance of the University, a written agreement should be executed between the University and the cooperating faculty. The purpose of such agreements should be to facilitate the free flow of ideas and information and the maximum utilization of instructional media. The agreement should address the following where relevant:

   a. the portion of the normal academic load of the faculty member to be committed to the project;
   b. authorship or other credits;
   c. arrangements for the sale, lease and gratuitous lending of the media;
   d. royalty payments from net income derived from the marketing of the media;
   e. provisions for subsequent use, revision, or withdrawal of the media; and
   f. provisions for arbitration of unresolved issues.

8. Full ownership of instructional media developed in the manner described above is vested in Northeastern University, unless otherwise provided by written contract.

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1 Endorsed by Faculty Senate November 20, 1969. Adopted as University Policy by Board of Trustees January 9, 1970. This policy applies to any University employee engaged in these activities.
CONFLICT OF COMMITMENT AND INTEREST

This statement contains Northeastern's policy and procedures regarding conflict of commitment and conflict of interest as they apply to all members of Northeastern's faculty and research staff (hereafter referred to as the University Faculty), including faculty members serving as University officers. College Deans are the primary individuals responsible for ensuring implementation of this policy. The Vice Provost for Research (hereinafter referred to as the "Vice Provost") is responsible for interpretation and overall coordination of the policy. Violation of any part of this Policy causes a faculty member to be subject to sanctions. This policy will be modified as necessary to remain in compliance with the regulations of external agencies.

Conflict of Commitment: Northeastern's faculty members owe their primary professional allegiance to the University, and their primary commitment of time and intellectual energies should be to the educational, research and scholarship programs of the institution. The specific responsibilities and professional activities that constitute an appropriate and primary commitment will differ across colleges and departments, but they should be based on a general understanding between the faculty member and his or her unit chair and college Dean or equivalent administrator (hereinafter referred to as "the Dean").

Even with such understandings in place, however, faculty attempts to balance University responsibilities with external activities - such as consulting, public service or pro bono work - can result in conflicts regarding allocation of time and energies. Conflicts of commitment usually involve issues of time allocation. Whenever an individual's outside consulting activities (as defined in Northeastern's policy on Faculty Outside Professional Activities) exceed the permitted limits (normally one day per week), or whenever a full-time faculty member's primary professional loyalty is not to Northeastern, a conflict of commitment exists.

Conflict of Interest: A conflict of interest occurs when there is a divergence between an individual's private interests and his or her professional obligations to the University such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain, financial or otherwise. A conflict of interest depends on the situation, and not on the character or actions of the individual.

Conflicts of interest are common and practically unavoidable in a modern research university. At Northeastern, conflicts of interest can arise out of the fact that a primary mission of the University is to promote public good by fostering the transfer of knowledge gained through University research and scholarship to the private sector. Two important means of accomplishing this mission include faculty consulting and the commercialization of technologies derived from faculty research. It is appropriate that faculty be rewarded for their participation in these activities through consulting fees and sharing in royalties (as set forth in the Northeastern University Patent and Copyright Policies) resulting from the commercialization of their work. It is wrong, however, for actions taken or decisions made in

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1 Approved by the Faculty Senate 8 May 1995, approved by the President 6 July 1995, approved by the Board of Trustees on 9 July 1995, and transmitted to appropriate government agencies to ensure compliance with applicable federal regulations. In part, this policy statement is based on one approved by the faculty at Stanford University in April, 1994. For purposes of this policy the word “Faculty” applies to anyone engaged in these activities under the auspices of Northeastern University.

2 See Faculty Discipline for the disciplinary policies that apply to Faculty. Information concerning the progressive discipline policy that applies to all others is available from Human Resources Management.
the course of an individual's University activities to be influenced or determined by considerations of personal financial gain.

Such behavior calls into question the individual's professional objectivity and ethics, and it also reflects negatively on the University. Northeastern University is an institution of public trust; faculty must respect that status and conduct their affairs in ways that will not compromise the integrity of the University.

Faculty members should conduct their affairs so as to avoid conflicts of interest, and must respond appropriately when conflicts of interest arise. To that end, the purposes of this policy are to educate faculty about situations that generate conflicts of interest, to provide ways for faculty and the University to manage conflicts of interest, to promote the best interests of students and others whose work depends on faculty direction, and to describe conflict situations that are prohibited. Every Northeastern University faculty member has an obligation to become familiar with, and abide by, the provisions of this policy. If a situation raising questions of conflict of commitment or interest arises, faculty are urged to discuss the situation with the unit chair, college Dean, or the Vice Provost.

SUMMARY

Below is a summary of the key provisions of this Policy. However, faculty are urged to read the document in its entirety to fully understand the spirit of these provisions, the bona fide exceptions, and the requirements for compliance.

1. As prescribed in the Faculty Handbook, faculty must maintain a significant presence on campus throughout each semester they are on active duty.³

2. Faculty must not allow other professional activities to detract from their primary allegiance to Northeastern. For example, a faculty member on full-time active duty must not have significant outside managerial responsibilities nor, under normal circumstances, act as a principal investigator on sponsored projects that could be conducted at Northeastern University but instead are submitted and managed through another entity.

3. Faculty must foster an atmosphere of academic freedom by promoting the open and timely exchange of results of scholarly activities, ensuring that their advising of students and postdoctoral scholars is independent of personal commercial interests, and informing students and colleagues about outside obligations that might influence the free exchange of scholarly information between them and the faculty member.

4. Faculty may not use University resources, including facilities, personnel, or equipment, except in a purely incidental way, as part of their outside consulting activities or for any purposes that are unrelated to the education, research, scholarship, and public service missions of the University. Faculty may not use information confidential to the University in any way beyond the scope of their University duties without the express consent of the University Officer responsible for that information.

³See the University policy on Presence at the University.
5. Faculty must disclose on a timely basis the creation or discovery of all potentially patentable inventions created or discovered in the course of their University activities or with more than incidental use of University resources. Ownership of such inventions must be assigned to the University regardless of the source of funding. The inventor will share in any royalties earned.

6. Faculty must disclose to the University whether they (or members of their immediate family, as defined below) have consulting arrangements, significant financial interests (also defined below), or employment in an outside entity before the University will approve the following proposed arrangements between such entities and Northeastern: a) gifts; b) sponsored projects; c) technology licensing arrangements; and d) procurements. In such cases, formal University approval will be required prior to entering into each proposed arrangement.

7. The goal of this policy is to permit faculty to undertake research in the freest possible atmosphere consistent with their obligations to the University and to outside funding agencies. In order to minimize interference with research, the University encourages faculty to utilize the following informal procedure when questions concerning potential conflict arise. A faculty member with such questions may contact his or her unit head or Dean for informal and confidential discussion of the facts which give rise to the potential conflict. The results of that discussion will be reduced to a memorandum by the academic administrator involved as evidence of the faculty member’s good faith compliance with this policy. Should the faculty member disagree with the terms of this memorandum, the issues shall be presented to the Vice Provost as described below.

8. In situations in which the objectivity of a faculty member could reasonably be questioned, the Dean may establish an independent oversight committee to review the appropriateness of the proposed research to be conducted at Northeastern, oversee the conduct of the research, and ensure open and timely dissemination of the research results. Such oversight committees will be required for all clinical trials raising questions of conflict of interest.

9. On an annual basis all faculty members must certify to their Deans (or supervisors, in the case of faculty holding administrative positions or staff not affiliated with a College) their compliance with Northeastern's policies relating to conflict of interest and commitment. They must also disclose information about their (and, as described below, their immediate family members') financial relationships with outside organizations that are sponsors or potential sponsors of their teaching or research programs or are otherwise involved in commercial relationships with the University that involve the faculty member. In addition, on an ad hoc basis, faculty must disclose to the unit chair or Dean current or prospective situations which may raise questions of conflict of commitment or interest, as soon as such situations become known to the faculty member.

10. Deans shall review and may approve exceptions to this policy. Deans shall establish procedures to ensure timely review of their faculty's annual and ad hoc disclosures of potential or apparent conflicts. Such procedures shall involve representatives from the school's faculty as part of the reviewing body. Deans will file their own annual disclosures and certifications of compliance with the Vice Provost.

11. The Vice Provost must also approve all special cases outlined in Section 6 above. The Vice Provost shall approve each college Dean's plans for implementing this policy,
interpret policy provisions, respond to faculty wishing to appeal a college Dean’s decisions (see Section 7, above), and annually report to the University Research Council on the status of this policy and its implementation.

12. Should a faculty member wish, on grounds specified below, to appeal a decision made by the Vice Provost, he or she may present the appeal to the Provost, who will consider the case.

POLICY

1. Limitations on Outside Professional Activities

Northeastern encourages faculty to become involved in the transfer of knowledge from the University into the commercial marketplace. It is appropriate for the University to facilitate the transfer of the knowledge gained through academic research to applications which can benefit the general population. Moreover, experience gained by faculty in the course of outside professional activities can enhance their teaching and research or scholarship within the University. But the process of technology transfer can create the potential for conflicts of commitment and/or interest, particularly when there is opportunity for personal gain on the part of the faculty. The intent of this provision of the policy is to minimize potential conflicts and to provide means of managing them when they arise. An implicit assumption underlying the University’s “Policy on Faculty Outside Professional Activities” is that such outside professional activities are a privilege and not a right and must not detract from a faculty member’s full-time obligation to his or her University duties. When any outside activity detracts from the conduct of University duties, a conflict of commitment will result. Even activities such as pro bono work, government service in the public interest, and any outside employment unrelated to the faculty member’s University responsibilities should be managed so they do not take precedence over a faculty member’s primary commitment to the University.

Outside professional activities can also generate conflicts of interest regardless of the time involved. For example, direction of a program of research or scholarship at another institution that could be conducted appropriately at Northeastern as part of the faculty member’s normal duties can deprive Northeastern students and colleagues of the benefits of the faculty member’s primary intellectual energies and valuable educational opportunities. Another example is submitting research proposals through channels other than Northeastern to support work that could be performed at Northeastern. First, the use of Northeastern resources in the course of that work is practically unavoidable. Second, it becomes difficult, if not impossible, for the University to review and reward the contributions of its faculty, staff, and students for work managed and/or conducted elsewhere. Third, the action can result in situations that place students and staff in conflicts of interest. On the other hand, the University does not intend to limit faculty from participating in multi-site training or research programs. Nor does it intend to limit the ability of faculty to do research that requires access to facilities not available at Northeastern. Weighing these considerations, normally Northeastern faculty members on active duty are prohibited from serving as principal investigators on sponsored projects submitted and managed through other institutions.

Significant management roles (those that involve supervision of the work of others and/or day-to-day responsibility for operating decisions) in private business typically are demanding both in terms of time and energy. It is unlikely that such roles can be fulfilled
by the manager working only one day per week,\(^4\) the maximum time permitted for full-time faculty to engage in outside consulting activities. Because full-time faculty are expected to devote their primary energies and professional interests to their University obligations, they may not accept significant managerial responsibilities as part of their outside consulting activities.

Whenever faculty members are involved in research as part of their outside consulting or business activities, they must establish clear boundaries that separate their University and outside obligations, so as to avoid questions about their appropriate use of resources and attributions of the products of their work.

2. Free and Open Exchange of Research Results

The integrity of the University as a community of scholars requires the free and open exchange of ideas and communication of the results of scholarly activities. Faculty are obligated to maintain an atmosphere free from unwarranted external influences. Students and collaborators must be able to pursue topics of interest, have access to available information and facilities, and communicate the results of their work to other scholars and the public. Therefore, faculty must ensure that:

a. the results of research or scholarship undertaken at Northeastern are disseminated on an open and timely basis to the broader scholarly community and public in keeping with Northeastern's "Security Manual";\(^5\)

b. the activities of students and post doctoral scholars are free from the personal commercial interests of the faculty member; and

c. the work of students, staff, post-doctoral scholars and collaborators is not exploited in the course of a faculty member's outside obligations. To this end, faculty members should be open about their involvement with and obligations to outside third parties who could benefit from the work or ideas of their students, staff, and colleagues. Similarly, students, associates, and staff should have access to information about the sources of funds that support their research.

3. Appropriate Use of University Resources, Including Facilities, Personnel, Seal, Logos and Letterhead, Equipment, and Information

Faculty may not use University resources, including funds, facilities, personnel, equipment, or marks of its official endorsement such as the University seal, logo, or letterhead except in a purely incidental way as part of their outside consulting activities or for any other non-University purposes.

Inappropriate use of University resources includes the following:

a. Assigning the faculty member's students, staff, post-doctoral scholars, or other faculty under his or her supervision tasks for purposes of potential or real financial gain of the

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\(^4\) See Faculty [Outside Professional Activities](#).

\(^5\) Copies may be obtained from the Office of Research Administration and Finance.
faculty member rather than the achievement of Institutional objectives, the advancement of the scholarly field, or the fulfillment of students' educational needs.

b. Involvement of the faculty member's students (whether as Coops, interns, volunteers, or full or part-time employees), staff, or other faculty under his or her supervision in his or her outside consulting or business activities without prior approval of the unit chair or Dean with respect to the fact, the nature, and the scope of the student's involvement;

c. Granting external entities access to Northeastern resources or services for purposes outside the University's missions, providing external entities confidential information for any reason without the express consent of the University Officer responsible for that information, or offering inappropriate favors to outside entities in an attempt to unduly influence them in their dealings with the University.

d. Use for personal gain, or granting unauthorized access to others, of confidential information acquired through conduct of University business or research activities. Confidential information includes, but is not limited to medical, personnel, student, or security records of individuals; proprietary knowledge about anticipated corporate material requirements, budgets, or price actions; proprietary knowledge of possible new sites for government operations; and information about forthcoming programs or selection of contractors or subcontractors in advance of official announcements;

e. For personal financial gain, providing an outside entity preferential access, to research results, materials or products generated from University teaching or research activities. (This would not preclude appropriate licensing arrangements for inventions, or consulting on the basis of sponsored project results where there is significant additional work or expertise involved);

f. Disposing of University property to third parties without the explicit authorization of the Senior Vice President;

g. Using the University seal, its logos, letterhead, or other official University symbols in activities unrelated to the faculty member's University responsibilities or implying University endorsement for activities or entities not officially recognized by the University.

4. Disclosure and Ownership of Intellectual Property

Northeastern wishes to encourage faculty members to be involved in technology transfer as part of their University duties without raising questions as to their motives. However, for faculty members to determine ownership of intellectual property based on outside sources of support when they stand to gain financially from such decisions constitutes a serious conflict of interest. Additionally, for faculty members to claim ownership of an invention resulting from their University activities calls into question whether they are using University resources for personal financial gain. Finally, the opportunity for a faculty member to assume ownership of an invention and then grant exclusive access to it to a sponsor or potential sponsor of his or her University research creates an incentive for inappropriate relationships. Faculty are expected to exercise objectivity in the conduct of research and guidance of students and associates. To the extent that the financial interests of a faculty member and a corporate sponsor become intermingled, the objectivity of the faculty member can be called into question. The relationship between the
individual researcher/scholar, the University, and research sponsors is more fully detailed
in the University Patent and Copyright Policies contained in the current Faculty Handbook.

5. Faculty Involvement in Outside Entities Which Have Relations with Northeastern

Gifts, procurements, sponsored projects, or technology licensing arrangements between
Northeastern and outside entities in which the involved faculty member (or members of
the immediate family, which includes the faculty member's spouse or dependent children
as determined by the Internal Revenue Service, or a domestic partner) has significant
financial interests, or any employment or consulting roles, raise particular questions of
potential or apparent conflicts of interest which require special ad hoc disclosures, review
and approval.

a. For this purpose "significant financial interests" includes the following:

1) A "financial interest" in the sponsor of research, defined as:
   a) A direct or indirect investment in the sponsor worth more than $5,000;
   b) A position as director, officer, partner, trustee, employee of or any other position
      of management in the sponsor;
   c) Income from the sponsor, including income from intellectual property rights,
      consulting income and gifts aggregating $5,000 or more in value, received by or
      promised to the faculty member within 12 months prior to the time the award is
      made. (For the purposes of this policy, "income" is further defined as in Gov.
      Code, Section 82030.)

2) "Indirect Investment" or "Indirect Financial Interest," including situations in which:
   a) The spouse or dependent child of a faculty member has a financial interest (as
      defined in "A" above) in the sponsor;
   b) The faculty member, his or her spouse, or dependent child own directly, indirectly
      or beneficially a 5 percent interest or greater (or $10,000 worth of ownership
      interests) in any business entity or trust which has a financial interest in the
      sponsor of the research.
   c) "Equity (Ownership) Interest" defined as an investment of more than $10,000 in
      the sponsor by the faculty member, his or her spouse, or dependent children.
      Additionally, faculty members seeking funding from an external sponsor must
      ensure compliance with that sponsor's disclosure requirements.

b. Prior to the University entering into any of the following arrangements, the involved
   faculty member (following informal consultation, if he or she deems it beneficial) must
   submit to the Dean a complete written disclosure of his or her current or pending
   relationship with the outside entity, the relationship of the proposed University activity
to the entity, and the means by which the faculty member will ensure separation of his
or her University role from the faculty member's (or family members, as described
above) role or interests in the entity:

1) gifts to Northeastern of cash or property which will be under the control of, or will
directly support the teaching or research activities of a faculty member, from an
entity in which that faculty member (or members of the immediate family as
described above) has an employment or consulting arrangement and/or (a) significant financial interest(s) (as defined above);

2) sponsored project proposals in which any of the involved investigators (or members of their immediate families as described above) have employment or consulting arrangements with and/or significant financial interests in the proposed sponsor, or with proposed subcontractors, vendors, or collaborators;

3) University technology licensing arrangements with companies in which the faculty inventor (or members of the immediate family as described above) has an employment or consulting arrangement and/or a significant financial interest; and

4) procurement of materials or services from an outside entity in which the faculty member (or members of the immediate family as described above) has an employment or consulting arrangement and/or a significant financial interest.

5) disposal of University resources or property to an outside entity in which the faculty member (or members of the immediate family as described above) has an employment or consulting arrangement and/or a significant financial interest.

6) receipt by the faculty member or any member of his or her family of a single gift or multiple gifts with a cumulative value of in excess of $100 from a current or prospective University vendor, service provider, student or any third party who is seeking some benefit from the University. (Gifts include, but are not limited to, meals, entertainment, travel, and tickets to sporting and other events. Examination copies of textbooks and similar materials given to faculty are not considered gifts.)

Common sense must prevail in the interpretation of these provisions. That is, if a reasonable person would question the relationship, it should be disclosed and approval should be sought for the proposed arrangement.

c. If such proposed arrangements are approved by the Dean, the faculty member's disclosure and the Dean's findings and recommendations shall be submitted to the Vice Provost for approval. The Vice Provost may convene an ad hoc committee to advise him or her on any such proposed arrangements. Decisions made by the Vice Provost on these matters are not grievable under the Faculty Grievance Procedure.

6. Situations Raising Questions of Scientific Objectivity

In cases where the University has approved arrangements as described in Section 5 above, or in Clinical Technology Assessment Agreements (clinical trials) in which the investigators have personal financial interests, the objectivity of the faculty member's decisions and/or activities may be questioned by reasonable people. To address these situations, oversight committees may be established by the college Dean to review the appropriateness of the proposed activity, to monitor the conduct of the activity (including use of students and post-doctoral scholars), and to ensure the open and timely dissemination of research results.

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6 This paragraph approved by the Faculty Senate December 10, 2011 and by the President January 13, 2002.
Clinical trials involve particularly sensitive issues in those cases where the investigator has personal financial interests in the outcomes. The demand for therapeutics requires that new agents be developed and tested. The processes that must be followed in the testing and development of therapeutics raise an inherently contradictory situation for faculty, because frequently the inventors of therapies or medical devices are those who do research on the disease in question, are the leaders in the field, and are the most qualified to carry out pre-clinical and clinical testing. Also, the most qualified laboratories and individuals to conduct trials may receive, or be candidates to receive, research support from external organizations. In neither case could the faculty member be disinterested with respect to the outcome of the trials.

Therefore, the faculty member must take appropriate steps to guarantee objective evaluation of the agent or device, especially for advanced clinical trials (FDA phase II and phase III). Testing might involve other members of the unit or college, but if the faculty member is a unit chair or center director, the referral to another faculty member (particularly to a junior faculty member) for testing the therapy/device may carry implied coercion. Integrity should be protected by an independent oversight group assigned to evaluate and monitor the research: (e.g., to an ad hoc committee appointment by the Dean) whenever (a) a faculty member is involved in clinical trials of his or her inventions; (b) a company licensed to use a faculty member's invention is sponsoring the trial; (c) there may exist a reason to question a faculty member's objectivity, (d) the outcome of the trial could be seen as influencing existing or potential research support, or (e) such testing is referred to other members of the faculty member’s unit or center.

7. Certification of Compliance

On an annual basis all faculty members must certify to their Dean their compliance with Northeastern's policies related to conflict of interest and commitment, and disclose their prior academic year's consulting activities for and/or significant financial interests in outside organizations that support their University teaching or research program. Faculty members must also disclose other arrangements with outside organizations with which they are involved as described above in Section 5. In addition, faculty must disclose if they have served as principal investigators or managers of outside research or business activities.
LOADS

All full-time members of the University faculty participate in the total program of instructional, research, and extracurricular activities that have been established to encourage the general development of Northeastern students. Advisory responsibilities, whether academic or associated with officially recognized student organizations, are important to the attainment of its overall educational objectives and are taken into consideration when faculty assignments are determined.

All faculty assignments are made by the appropriate academic Deans and/or Department Chairs under authority delegated by the Provost. It is expected that members of the faculty will discharge their nonteaching assignments with the same sense of responsibility which they bring to their classroom obligations.

1 Though the specific wording of this policy applies to members of the Teaching Faculty, the same expectation of full participation in the total program of the University exists for Co-op Coordinators, Clinical and Academic Specialists, and full-time or benefits-eligible Lecturers as well. The array of specific areas in which these individuals are expected to participate is determined by their particular job descriptions and letters of appointment.
**Presence at the University**

1. Two semester (fall-spring) faculty appointments begin, and faculty are expected to report, on the Monday preceding the week in which fall semester classes begin and continue through the end of spring commencement. Temporary absence for faculty members during the period when their contract requires them to be in attendance shall be arranged in accordance with regulations of the unit. Each faculty member is responsible for the conduct of assigned courses and is required to meet such classes and make such assignments as will fulfill the intent of the course.

The normal summer term appointments (for extra compensation or for 2.5 semester faculty) for faculty begin on the Monday of the week in which the summer term classes begin. Such appointments end on the Friday of the week in which the summer term grades are due.

2. Regular Evening Assignments

Members of the full-time faculty of the University will be expected to teach evening courses that are part of the programs leading to the bachelor's degrees offered by the Colleges, or to advanced degrees in the Graduate School, as an integral part of their service load for the University. Appropriate consideration, where possible, will be given to the schedules of faculty members who are to teach both day and evening so that the total load is a reasonable one. Faculty members will be consulted in the assignment of courses and may be excused from evening teaching by the Dean of the College if circumstances warrant. The schedule maker will make every attempt not to assign early morning classes to faculty members who have taught late evening classes on the preceding night. Any faculty member assigned a Saturday class will, if possible, be given the following Monday as a day off, but in any event, guaranteed a day off during the week.

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1 Promulgated by the Provost, November 27, 1979. Revised by Faculty Senate April 22, 2002; approved by President May 21, 2002, and by Board of Trustees June 14, 2002. This policy applies to all teaching employees.
POLICY ON FACULTY OUTSIDE PROFESSIONAL ACTIVITIES

Outside professional activities can be valuable to both the faculty member and the University. For these reasons, the University encourages faculty so desiring to engage in these activities and attempts, without obligation, to arrange schedules so as to allow the equivalent of one day away from campus during the regular five-day week of the faculty member’s contract period. However, it is important to emphasize that engagement in outside professional activities by a faculty member does not imply a reduction in his or her University workload.

Judgments concerning faculty performance, whether they be related to over- or under-involvement in outside professional activities, or to any other cause, are part of the usual merit evaluation system and are best handled in that manner. However, certain guidelines and absolute limitations must be stated in order to handle the few cases in which these activities may become excessive, to avoid conflicts of interest, and (perhaps most importantly) to provide faculty with guidance in these matters.

A. Time Limitations on Compensated Outside Activities

The amount of time spent on compensated outside professional activities must not exceed the equivalent of one day (e.g., two half-days) during the usual five-day week of the faculty member’s contract period. Some averaging over the academic year is possible, but in any event these activities should not conflict or interfere with the faculty member’s schedule of assignments and responsibilities at the University.

B. Conflicts of Interest

The main safeguards in avoiding conflicts of interest are the high ethical standards which each faculty member imposes on himself or herself. However, in certain situations judgments may differ and individuals may inadvertently place themselves in situations where potential conflicts exist. Certainly, faculty members should not engage in outside professional activities which conflict with the proper discharge of University responsibilities. Nor should a faculty member make direct use of the University’s name, seal, facilities, personnel, equipment, or confidential and/or proprietary information without prior approval and/or agreement to reimburse the University.

Under certain circumstances, potential for conflict may exist, e.g., a faculty member who teaches a course (other than a short course or seminar) at another institution during his or her academic year contract period, or a faculty member who owns or operates a substantial business which engages in professional activities. In those, or other situations in which the potential for conflict exists, it is the responsibility of the faculty member to report these activities to his or her Dean and Department Chair. Should questions concerning the suitability of certain outside activities arise, it is the responsibility of the Dean and Department Chair to discuss these issues with the faculty member involved.

1 Adopted by the Faculty Senate, June 11, 1984. Approved by the President, October 5, 1984. The preamble and sections A and C of this policy apply only to Teaching Faculty (2.1-2.4). Section B refers to all University employees. See also the detailed policy on Conflict of Commitment and Interest.
C. Nature of the Outside Professional Activities

Because there is so much variation in the types of outside professional activities, the following is intended to provide faculty with general guidance; each College or Department may have more specific guidelines.

Ideally, the professional level of those activities should be sufficiently high that it is worthy of recognition during the faculty member’s merit evaluation as well as making a significant contribution to his or her ongoing professional development. It is clear that any engagement in outside professional activities involves a personal judgment between gains and losses and the decision can be a difficult one. For example, any time which is spent on consulting might be said to detract from the time that one could spend in direct service to the University. However, the implication of abstaining from consulting could be to isolate the faculty member from developments in his or her field and, hence, in the long term, to make him or her less effective in those services provided to the University. In any event, should a faculty member have doubts concerning the advisability of undertaking certain outside professional activities, he or she is strongly encouraged to seek the advice of his or her Dean and Department Chair.

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2 See also Conflict of Commitment and Interest.
TUTORING BY FACULTY FOR FEES

No faculty member or teaching assistant may tutor for fees in any discipline in which he or she is teaching.

This practice is prohibited because it interferes with the goal of encouraging students to consult with teachers about their work and because the student's tuition payment entitles him or her to reasonable instructional assistance free from additional personal fees. Any exception to this rule must be made, in writing, by the Dean of the College concerned.

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1 This policy applies to all teaching personnel.
RETIREMENT

1. Time of Retirement

There is no mandatory retirement age for employees of Northeastern University. Faculty members considering retirement should consult with their deans with respect to transition options and planning.

2. Reemployment of a Retired Tenured Faculty Member

By special authorization of the President, any retired and formerly tenured faculty member may be reemployed for definite periods of time not to exceed one year each. Contributions to the retirement plan for such faculty member will not be continued during such periods of reemployment.

3. Emeritus Status

All tenured faculty members shall be granted emeritus recognition upon retirement from the University.

Persons who were tenured faculty members and had a combination of administrative and teaching responsibilities while in service at the University may, upon retirement, with the approval of the President, have the designation **emeritus** added to their senior administrative title. On a case-by-case basis to be decided by the President, other senior administrators may be considered for the **emeritus** designation.

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1 Promulgated by the Executive Council of the University, March, 1979, revised May 4, 1982.

2 Promulgated by the Executive Council of the University, April 20, 1977. For a list of the benefits carried with emeritus status, consult Human Resources Management.
THE GENERAL UNIVERSITY FACULTY & BYLAWS

1. The General University Faculty

The general University faculty, comprising both the Teaching Faculty and other faculty, as defined below, is the senior faculty advisory body at Northeastern University, and is properly concerned with all matters affecting the welfare of the University. It makes available its aid and counsel to the President and Board of Trustees. Under ordinary circumstances, the faculty expresses its opinion through the various College faculties or through the Faculty Senate. There may be occasions, however, when it is necessary to convene a meeting of either the Teaching Faculty or the general University faculty to deal with matters that cannot effectively be delegated to a smaller group. Bylaws governing such meetings are given below.

2. Bylaws Defining the General University Faculty

a. Membership

The members of the general University faculty comprise two voting groups, the Teaching Faculty and the Other Voting Faculty, and one non-voting group, the Nonvoting Faculty. These three groups are defined as follows:

1) The Teaching Faculty consist of:

   a) Regular, full-time teaching and/or research personnel with the academic ranks of, Assistant Professor, Associate Professor, or Professor;¹
   b) Academic Deans of the Colleges;
   c) Associate Deans and other administrators who hold academic appointments with the ranks of Instructor through Professor in the Deans' offices of the Colleges, the College of Professional Studies, and the professional and graduate schools.

2) Other Voting Faculty consist of:

   a) The President, the Provost, Vice Provosts, and Associate Provosts;

¹ This group comprises those in categories 2.1-2.4 of the University Personnel Classification System:

2.1 Professor
2.2 Associate Professor
2.3 Assistant Professor
2.4 Instructor (may not be used without explicit permission of the Provost)
(with suffixes R = Regular, probationary faculty or T = Tenured faculty).

It is to these individuals that the policies, procedures, responsibilities and benefits reserved to full-time regular (tenured and probationary) faculty in this Faculty Handbook and in the Academic Operations Manual apply.

This group does not include those with the Group Letter Suffixes A (Adjunct Faculty), E (Emeritus), L (Clinical Faculty), M (Military Science Faculty), P (Part-Time Faculty), V (Visiting), or those in the groups:

2.5 Scientist or Scholar
2.6 Part-time Lecturer (only in College of Professional Studies, Graduate Engineering)
2.7 Academic or Clinical Specialist holding the ranks of Assistant Academic/Clinical Specialist, Associate Academic/Clinical Specialist, and Senior Academic/Clinical Specialist
2.8 Lecturer (2.8F = full-time, 2.8P = part-time, 2.8B = benefits-eligible)
2.9 Cooperative Education Coordinator holding the ranks of Assistant Cooperative Education Coordinator, Associate Cooperative Education Coordinator, or Senior Cooperative Education Coordinator.
b) The Chancellor, Presidents Emeriti, and Vice Presidents (not included under 2.a.1 above);

c) Deans, Associate Deans, Assistant Deans and other administrators (not included under 2.a.1 above);

d) Directors, Associate and Assistant Directors, Coordinators and Managers of principal administrative offices and departments;

e) Professional Counselors, Coaches and full-time professional-level staff of academic units and of academic support departments;

f) University Registrar, Associate and Assistant Registrars and the Director of Scheduling (who are not included in 2.a.1 above);

g) Academic program directors (not included under 2.a.1 above)

h) The Chair of the Department of Military Science;

i) Cooperative Education Assistant, Associate, or Senior Coordinators;

j) Research Associates and other Research Scientists and Scholars with full-time appointments;

k) Research Institute or Center Directors, Associate Directors, and Assistant Directors (not included under 2.a.1 above);

l) Assistant, Associate, or Senior Clinical or Academic Specialists.

3) Nonvoting Faculty consist of:

a) Members of the Department of Military Science, with or without professional rank, and Reserve Officers' Training Corps Staff, consisting of commissioned and noncommissioned officers of the Department of Military Science loaned to the University by the Department of the Army; or other Military Services, whose primary responsibilities are at Northeastern.

b) Temporary faculty (teachers with appointments for less than two semesters of the year; such appointments are generally made in the rank of Instructor or Lecturer);

c) Persons who are appointed to carry less than a full load in teaching, research, or administration, whether for part or all of the academic year;

d) Lecturers;

e) Adjunct Professors;

f) Clinical Instructors, Clinical Assistant Professors, Clinical Associate Professors, and Clinical Professors;

g) Graduate students at Northeastern University who hold regular appointments as Stipended Graduate Assistants.

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2 Research Associate, Senior Research Associate, Post Doctoral Research Fellows, Staff Scientist, Assistant Research Scientist, Associate Research Scientist, Scientist, Senior Research Scientist, and Principal Research Scientist (and parallel Research Scholar positions) are full-time professional staff employed by the University to perform research.

3 See Clinical or Academic Specialists.

4 Personnel classifications 2.5 and 2.8.

5 Adjunct defined as a category of academic staff with the academic rank signifying that the appointee, because of special talents or expertise has a special, normally part-time relationship with the University. Adjunct Professors participate in privileges and responsibilities of the academic community except those (such as tenure or the voting of degrees) reserved specifically to full-time Teaching Faculty.

6 Clinical appointments will normally be limited to practitioners who are assigned regular and continuing responsibilities in the clinical laboratory, or other experiential settings. Clinical appointments will normally be given to participants in institutions with a formal affiliate relationship to one or more of our regular academic programs though persons supervising students in such degree-related activities inside the University may also receive them. Appointments will be made without the privilege of vote on faculty matters and will be at a rank consistent with the academic and professional achievements of the individual appointee. Appointments will be made by the Provost upon recommendation of the Dean of the college, school, or division responsible for the program for which the appointment is made.
The body comprising the Teaching Faculty and the other voting faculty shall be referred to as the general voting faculty. Titles may be added to the list of other voting faculty upon the concurrence of the President, the Provost and the Senate Agenda Committee. Titles may be added to, or deleted from, the list of nonvoting faculty at the discretion of the President.

b. Conduct of Meetings

1) Convening a Meeting

A meeting of either the Teaching Faculty or the general University faculty may be called at the initiative of:

a) The President or the Provost;

b) Fifty percent of the membership of the Faculty Senate; or

c) Twenty-five percent of the members of the relevant body through a signed petition in which the proposed agenda has been specified.

A meeting called under option a) will be convened and chaired by the caller of the meeting. A meeting called under either of the other two options will be convened and chaired by the Chair of the Senate Agenda Committee.

2) Agenda

The agenda for a meeting will be established by the party who called the meeting. Once a meeting has been convened, the agenda may be modified by a two-thirds vote of the voting members of the appropriate body who are present. The agenda and related documents will be distributed to the members at least two weeks prior to the meeting, unless emergency circumstances make this impossible. In any event, the announcement of a meeting will be accompanied by the agenda of the meeting.

3) Quorum

A quorum to conduct business will consist of 50 percent of the voting members of the appropriate body. In the absence of a quorum, one-third of the voting membership may recess by majority vote in order to seek a quorum. If a quorum is not present after two consecutive recesses, the meeting will be considered adjourned.
4) Conduct

*Robert's Rules of Order (Revised or Newly Revised)* will be the parliamentary guide, unless it conflicts with these bylaws. The Chair will appoint a parliamentarian for the meeting.

5) Attendance and Participation

Any member of the general University faculty may normally attend meetings of either the Teaching Faculty or the general University faculty. In order to facilitate the conduct of the meeting, those who will not vote at the meeting will be asked to sit in a designated area. Further, nonvoting members may be afforded the right to speak at a meeting by a majority vote of the members of the appropriate body.

This right may be withdrawn by majority vote of the voting members. A motion to confer or withdraw speaking privileges will be subject to limited debate with no more than three people speaking for the motion and no more than three speaking against the motion. These procedural motions shall always be in order. When the participation privilege has been voted, the floor may be granted to a nonvoting member by the Chair or by a voting member who yields his or her position.

The voting members of the appropriate body at any meeting may go into, or out of, executive session at any time by a majority vote of the voting members present. When in the executive session, only voting members of the appropriate body and persons invited by the Chair may be present. A motion to move into executive session is always in order, and is nondebatable.

Motions at a meeting may be initiated only by voting members of the appropriate body.

6) Visitors

A visitor is anyone who is not a member of the general University faculty. Visitors are not normally permitted to attend or to participate in faculty meetings. However, designated groups of visitors may be admitted to a particular meeting, as spectators, by a two-thirds vote of the voting members present.

Visitors, once present, may be asked to leave by a majority vote of the voting members present. A motion to admit or expel visitors will be subject to limited debate, with no more than two members arguing for, and two members against, the motion. The Chair may invite persons required by the business of the meeting. Such persons might be invited because of their expertise (e.g., a parliamentarian or a lawyer), or because of the service they will render (e.g., a stenographer), nor will the proceedings be broadcast outside of the meeting room.

7) Identification of Speakers
Each speaker will identify himself or herself by name and title.

8) Minutes

Minutes will be kept by a secretary appointed by the Chair, and will be distributed to all members of the appropriate body within seven calendar days.

c. Revisions to Bylaws

Proposed changes to the bylaws may originate in the Faculty Senate by a vote of 60 percent of its membership, or by petition of 25 percent of the general voting faculty. Proposed changes must be distributed to the members of the general voting faculty at least two weeks before they are to be acted upon.

Revisions of the bylaws will be ratified by approval of two-thirds of those members of the general voting faculty casting ballots in a mail balloting process supervised by the Faculty Senate. Ballots for consideration of bylaw changes will be cast following College Faculty Meetings.
Clinical or Academic Specialists (2.7) is a title conferred on individuals who have special skills, education and/or work experience which qualify them to fulfill highly specialized teaching and/or supervisory roles in a particular academic unit. Neither Clinical nor Academic Specialists are eligible for tenure. They are given term appointments which may be renewed depending upon the quality of job performance, University need and available funding. Clinical and Academic Specialists are employed in and may seek promotion to one of the following ranks: Assistant Clinical or Academic Specialist; Associate Clinical or Academic Specialist; or Senior Clinical or Academic Specialist. The specialist's maintenance of professional qualification (where applicable) and quality of performance are the major factors in annual evaluation and retention decisions. The Specialist's quality and level of performance and length of service are the major factors in promotion considerations.
NON-TENURE-TRACK FULL TIME LECTURERS

Rank, Title and Status (2.8)

Full-time, non-tenure-track lecturers are appointed to the rank (Lecturer; Senior Lecturer; Principal Lecturer) commensurate with their experience and credentials.

All faculty appointments in these ranks are non-tenure-track, and service in them may not be applied towards tenure consideration at Northeastern under any circumstances. Non-tenure-track faculty appointments may not be used to extend the probationary period of a tenure-track faculty member.

Rights and Responsibilities

Faculty members in the Lecturer ranks are primarily responsible for credit-bearing, course-based instruction. The specific responsibilities of individual faculty members in these ranks are conveyed in the faculty member’s appointment and reappointment letters.

Lecturers are responsible for meeting the same performance expectations in the areas of teaching and service, as appropriate to their assignments, as those that apply to tenure-line faculty. In fulfilling their responsibilities, they enjoy the protections of academic freedom and are governed by Northeastern’s Conflict of Commitment and Interest policy.

Faculty members in these ranks are eligible to participate in faculty governance as determined by the procedures of their unit and college and according to the Bylaws of the Faculty Senate.

Appointments, Terms, and Reappointments

Full-time Lecturer appointments are made by the dean on the basis of the recommendation of the unit. Full-time Lecturers must have earned a doctorate or equivalent terminal degree in the field in which they seek appointment; exceptions may only be granted with prior approval of the Provost. Initial faculty appointments at the Lecturer rank are made for a period of one year; Initial appointments of up to five years may be extended at the Senior Lecturer and Principal Lecturer ranks.

Faculty appointments in these classifications are renewable, contingent upon several factors in the sole discretion of the University, including satisfactory performance and unit and University need. Renewals of appointments at the ranks of Senior Lecturer or Principal Lecturer may be for a period of up to five years.

No non-tenure-track faculty appointment, reappointment or promotion carries a guarantee of future re-appointments or promotions. All appointments and reappointments are contingent upon maintaining the appropriate visa status and work authorization.

1 Passed by the Faculty Senate 30 January 2013; approved with amendment in note 2 below by the Provost 12 March 2013 and by the Board of Trustees 7 June 2013.

2 Conflict of Commitment and Interest added with Senate agreement on 13 February 2013.
Notice of Non-reappointment

Non-reappointment of a faculty member in the Lecturer ranks may be based on several factors in the sole discretion of the University, including but not limited to insufficient funding or lack of need; unsatisfactory performance; or for cause. Northeastern will make reasonable efforts to provide faculty members with written notice of the University's intent not to renew within the following guidelines: three months’ notice for one- and two-year appointments, and six months’ notice for appointments of three years or more.

Annual Evaluation and Salary Determination

Full-time, non-tenure-track faculty members in these ranks will be evaluated annually and are eligible for raises on the basis of their performance in teaching, service and professional development, as appropriate to their specific work assignments.

Promotion

Faculty members in the ranks of Lecturer and Senior Lecturer may request consideration for promotion to the next faculty rank after completing at least three full years of service at the faculty member’s current rank. The candidacy shall be considered, in turn as specified by the established procedures of the unit, by the unit promotion committee, the unit head, the dean and the Provost.

The candidate shall prepare and submit to the promotion committee a promotion portfolio. The portfolio shall include, at minimum, the candidate’s most recent CV; copies of annual evaluations; a summary of teaching assignments and teaching evaluations; and evidence of effectiveness in any other requirements of the position.

Denial of promotion does not preclude reappointment at the current faculty rank, nor does it preclude reconsideration for promotion at a later date. A faculty member may not be reconsidered for promotion until two years after the previous unsuccessful promotion consideration.

Units employing faculty members in these ranks shall develop procedures for promotion consideration consistent with the Faculty Handbook. These procedures must have the approval of the dean and the Provost prior to their implementation.

Eligibility for Leaves of Absence

Full-time Lecturers are eligible for leave under the terms of the Family and Medical Leave Act. In addition, faculty members in these ranks may, with the approval of the dean, take a personal or professional leave of absence of up to one year, if the leave is unpaid or if any continuing compensation during the leave period is provided by external funds. Faculty members in these ranks are not eligible for University-funded sabbatical leaves.

Grievance procedure

Faculty appointed in these ranks may pursue grievances under the Grievance Procedure for Academic or Clinical Specialists and Full-Time Lecturers.
Dismissal

Dismissal of a full-time Lecturer before the end of an appointment period may occur for cause. Incompetence in the faculty member’s professional capacity; neglect of duty; repeated and/or willful disregard of the rules of the University or of academic freedom; physical or mental incapacity; or any other conduct of a character seriously prejudicial to a faculty member’s teaching or research or to the welfare of the University, its faculty, staff or students may each constitute cause for dismissal.

Dismissal for cause will normally be preceded by written notice of the performance concerns or other issues which form the basis for the dismissal, an opportunity to address these concerns, and/or prior disciplinary action. However, in an unusually sudden or serious case, a faculty member may be dismissed without prior notice.

When reason arises to consider whether cause exists to dismiss a faculty member before the end of an appointment period, the faculty member’s dean shall first invite the faculty member to discuss the issue and work towards a resolution. If the dean, following discussion with the faculty member, believes there is probably cause for dismissal, he/she shall formulate a preliminary statement of charges and evidence, a copy of which shall be given to the faculty member who shall have the opportunity to comment.

If, following the faculty member’s opportunity to comment, the dean believes that there is good cause to proceed further, he/she shall convene a hearing committee of three faculty members, at least one of whom shall be a full-time, non-tenure-track faculty member, to be chosen by the Senate Agenda Committee after consultation with the Provost. The committee shall meet with the faculty member, the dean, and other parties the committee believes may have knowledge relevant to the charges. If the charges against the faculty member include professional incompetence, the hearing committee shall meet with other faculty members qualified to address the issue. During the committee’s proceedings the faculty member may elect to be accompanied by a faculty advisor of his or her own choice. The faculty advisor must be a full-time member of the Northeastern University community. As this is a personnel matter, the hearing committee process shall be closed. Only the dean, the faculty member, the faculty advisor, and the witnesses shall be entitled to attend. The hearing shall be confidential and no committee member or attendee shall be permitted to divulge the content of the proceedings.

The faculty member and the dean shall be afforded reasonable opportunity to obtain necessary witnesses and documentary or other evidence. Both the faculty member and the dean have the right to confront and cross-examine all witnesses. All decisions and recommendations of the committee, both substantive and procedural, will be made by majority vote of the committee members. With respect to other procedural matters, the hearing committee may establish its own rules so long as they are consistent with the rules noted herein.

The hearing committee shall conclude its gathering of evidence concerning the dismissal charges within 30 days of beginning hearings and shall render its recommendation in writing to the dean and the faculty member within 14 days of the conclusion of hearings. If the hearing committee recommends dismissal, the dean shall allow the faculty member 10 business days to respond before forwarding the recommendation and any response to the Provost. If the hearing committee recommends against dismissal, the dean may append a response before forwarding the recommendation, within 10 business days, to the Provost. The Provost's decision will be final and will be communicated to the faculty member, the dean and the chair of the hearing committee. If the Provost's decision differs from the recommendation of the hearing committee,
s/he will provide a rationale. As this process constitutes a personnel decision, all those individuals authorized to receive the final decision shall maintain the confidentiality of the process and shall not divulge the decision or the rationale, if any, to anyone else, either within or outside of the University.
**PROFESSOR OF THE PRACTICE¹**

**Rank, Title and Status**

Appointment as "Professor of the Practice" may be offered by the University to a limited number of eminently qualified creative, business, entrepreneurial, law, or other professionals who are recognized by peers as having made significant contributions to fields and disciplines important to Northeastern University programs. Because of the eminent stature of individuals offered these positions, this title has only two ranks: Professor of the Practice and Distinguished Professor of the Practice.

Professor and Distinguished Professor of the Practice appointments are non-tenure-track, and service in these ranks may not be applied towards tenure consideration at Northeastern under any circumstances.

For communications purposes, holders of such appointments may be referred to as “Professor [or Distinguished Professor] of the Practice of X,” where X is an academic discipline or specialty.

**Rights and Responsibilities**

A Professor of the Practice makes a continuing commitment to both teaching and academic service and may maintain his or her professional activities outside of the university as long as these activities do not conflict with the duties of his or her academic appointment. Professors of the Practice may be appointed at any fraction of a full-time appointment. Professors of the Practice in benefits-eligible appointments are governed by Northeastern’s Conflict of Commitment and Interest policy; all Professors of the Practice, whatever the status of their appointment, must disclose, and cooperate fully with University officials in managing, potential conflicts of interest.

The specific responsibilities and expectations of each Professor of the Practice position, including expectations or agreements concerning continued outside professional activity, will be approved by the dean of the hiring unit and itemized in the faculty member’s letter of appointment. At the discretion of the dean and with the approval of the Senior Vice Provost for Research and Graduate Education, a Professor of the Practice may be considered a “Principal Investigator” for the purpose of submitting grants proposals through Northeastern, and may support some or all of his or her salary through external funding.

¹ Passed by the Faculty Senate 30 January 2013; approved by the Provost 12 March 2013 and by the Board of Trustees 7 June 2013.
Professors of the Practice enjoy the protections of academic freedom and are governed by the Performance Expectations relevant to their specific duties, including adherence to University policies and professional standards of conduct in the course of their fulfilling their teaching, research and service obligations.

Appointments, Terms, and Reappointments

Faculty appointments as Professor or Distinguished Professor of the Practice are made by the dean with the approval of the Provost, following consultation with the faculty in the professor’s unit(s) of appointment. Faculty members are appointed to these ranks on the basis of outstanding and sustained professional accomplishment, which may or may not include possession of an earned terminal degree.

Professors of the Practice will be appointed for a minimum of one semester or quarter and a maximum of five academic years, to be stipulated in the appointment letter, and the appointment may be renewed for a period of up to five years, to be stipulated in the new appointment letter at the discretion of the dean and with the concurrence of the faculty of the unit(s) and the Provost. A faculty member initially appointed at the rank of Professor of the Practice may, at the discretion of the dean and with the agreement of the Provost, be reappointed at the rank of Distinguished Professor of the Practice.

All appointments and reappointments are contingent upon documentation of U.S. citizenship or upon maintaining the appropriate visa status and work authorization.

Notice of Non Reappointment

No appointment as Professor or Distinguished Professor of the Practice carries a guarantee of future reappointments. Non-reappointment of a Professor or Distinguished Professor of the Practice is discretionary, based upon the dean’s assessment of need and the ability of the individual to advance the interests of the college and the University. Northeastern will make reasonable efforts to provide three month’s written notice of the University’s intent not to renew a Professor of the Practice appointment.

Annual Evaluation and Salary Determination

Professors of the Practice will be evaluated annually and are eligible for raises on the basis of their performance of the duties set out in their letters of appointment as part of the unit’s usual merit review process.

Eligibility for Leaves of Absence

Professors of the Practice in benefits-eligible appointments are eligible for leave under the terms of the Family and Medical Leave Act. Faculty members in these ranks may, with the approval of the dean, take a personal or professional leave of absence of up to one year, if the leave is unpaid or if any continuing compensation during the leave period is provided by external funds. Professors of the Practice are not eligible for University-funded sabbatical leaves.
Dismissal

Dismissal of a Professor of the Practice before the end of an appointment period may occur for cause. Incompetence in the faculty member’s professional capacity; neglect of duty; repeated and/or willful disregard of the rules of the University or of academic freedom; physical or mental incapacity; or any other conduct of a character seriously prejudicial to a faculty member’s teaching or research or to the welfare of the University, its faculty, staff or students may each constitute cause for dismissal.

Dismissal for cause will normally be preceded by written notice of the performance concerns or other issues which form the basis for the dismissal, an opportunity to address these concerns, and/or prior disciplinary action. However, in an unusually sudden or serious case, a faculty member may be dismissed without prior notice.

When reason arises to consider whether cause exists to dismiss a faculty member before the end of an appointment period, the faculty member's dean shall first invite the faculty member to discuss the issue and work towards a resolution. If the dean, following discussion with the faculty member, believes there is probably cause for dismissal, he/she shall formulate a preliminary statement of charges and evidence, a copy of which shall be given to the faculty member who shall have the opportunity to comment.

If, following the faculty member’s opportunity to comment, the dean believes that there is good cause to proceed further, he/she shall convene a hearing committee of three faculty members to be chosen by the Senate Agenda Committee after consultation with the Provost. The committee shall meet with the faculty member, the dean, and other parties the committee believes may have knowledge relevant to the charges. If the charges against the faculty member include professional incompetence, the hearing committee shall meet with other faculty members qualified to address the issue. During the committee’s proceedings the faculty member may elect to be accompanied by a faculty advisor of his or her own choice. The faculty advisor must be a full-time member of the Northeastern University community. As this is a personnel matter, the hearing committee process shall be closed. Only the dean, the faculty member, the faculty advisor, and the witnesses shall be entitled to attend. The hearing shall be confidential and no committee member or attendee shall be permitted to divulge the content of the proceedings.

The faculty member and the dean shall be afforded reasonable opportunity to obtain necessary witnesses and documentary or other evidence. Both the faculty member and the dean have the right to confront and cross-examine all witnesses. All decisions and recommendations of the committee, both substantive and procedural, will be made by majority vote of the committee members. With respect to other procedural matters, the hearing committee may establish its own rules so long as they are consistent with the rules noted herein.

The hearing committee shall conclude its gathering of evidence concerning the dismissal charges within 30 days of beginning hearings and shall render its recommendation in writing to the dean and the faculty member within 14 days of the conclusion of hearings. If the hearing committee recommends dismissal, the dean shall allow the faculty member 10 business days to respond before forwarding the recommendation and any response to the Provost. If the hearing
committee recommends against dismissal, the dean may append a response before forwarding the recommendation, within 10 business days, to the Provost. The Provost's decision will be final and will be communicated to the faculty member, the dean and the chair of the hearing committee. If the Provost's decision differs from the recommendation of the hearing committee, s/he will provide a rationale. As this process constitutes a personnel decision, all those individuals authorized to receive the final decision shall maintain the confidentiality of the process and shall not divulge the decision or the rationale, if any, to anyone else, either within or outside of the University.
NON-TENURE TRACK RESEARCH FACULTY

1. Rank, Title and Status

Research faculty members are appointed to the professorial rank (Assistant Professor, Associate Professor or Professor) commensurate with their experience and credentials. All research faculty appointments are non-tenure track, and may not be converted to tenure-track status. Appointments reside at the department (or equivalent “unit”) level.

2. Source and Level of Compensation

Federal regulations recognize that in an academic setting faculty members engage in a range of research, teaching and service activities, and fulfill other administrative obligations to the university. A research faculty member’s primary effort is dedicated to research and such appointments should be supported almost exclusively with externally funded research agreements. The percentage of effort charged to those agreements will be based on the maximum effort allowed by the granting agency. Typically research faculty may charge up to 95% of their effort on research. The level of compensation and effort will be determined jointly by the dean and the unit head, and shall be consistent with applicable guidelines/limits of the funding organization and/or the specific grant/contract/award. Normally, research faculty salaries should be commensurate with salaries of tenure-track and tenured faculty of comparable rank in their discipline. Research faculty appointments may be renewed only if external funding continues.

3. Appointment and Term

Research faculty appointments are made by the dean based on recommendations from the unit faculty and subject to the review of the Senior Vice Provost for Research and Graduate Education. Every research faculty appointment/renewal must have the potential to further the university’s research mission and advance the unit’s and the university’s current research goals. Research faculty must have earned a doctorate in the field in which they seek appointment or possess the equivalent terminal degree in their discipline. Initial Northeastern research faculty appointments at any level are made for a period of up to a maximum of three years or commensurate with the duration of the funding period, whichever is shorter. No research faculty appointment, reappointment or promotion carries a guarantee of future re-appointments or promotions. All appointments are also contingent upon maintaining the appropriate visa status and work authorization.

4. Responsibilities

Research faculty are not eligible for sabbatical, but may, with the approval of the Senior Vice Provost for Research and Graduate Education, take a leave of absence of up to one year, if the leave is unpaid. Research faculty may participate in consulting activities only outside the University’s regular working hours.

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1 Approved by the Faculty Senate on 17 September 2015 and by the Board of Trustees on 27 March 2015.
5. Reappointment

Research faculty appointments are renewable, contingent upon several factors in the sole discretion of the university, including satisfactory performance, unit and university need, and continued external funding. Upon the recommendations of the unit head and with the approval of the dean, renewals of research faculty appointments at the Associate Professor or Professor level may be made for a period of up to three years, concurrent with the current expected duration of outside funding. Research faculty appointments may not be used to extend the probationary period of a tenure-track faculty member. All reappointments are also contingent upon maintaining the appropriate visa status and work authorization.

6. Provisional Funding/Leave of Absence

A research faculty member expecting new or renewed funding may seek a leave of absence, available for three months (and renewable for up to one year or two successive submissions of the grant proposal/renewal). These leaves are subject to approval of the dean and the Senior Vice Provost for Research and Graduate Education. Research faculty may self-fund (through overhead return or other non-University sources) a contingency account to provide limited support on a monthly basis for no more than one year during lapses in external funding.

7. Annual Evaluation and Merit Adjustments

Research faculty will be evaluated annually according to the same procedures utilized for tenured and tenure-track faculty in the unit. However, the evaluation of research faculty shall be based only on an evaluation of their scholarship; it shall not be based on teaching and/or service. Evaluators will examine the research faculty member's ability to secure/sustain external funding, and assess his/her potential for continued independence, autonomy and excellence in research. Annual evaluations will be an important factor in evaluating whether a research faculty member will be considered for reappointment. Any merit salary adjustments based on favorable annual evaluations must be provided by external funds.
THE COLLEGE FACULTIES

1. The several College faculties comprise faculty members who are primarily concerned with teaching and/or research in one of the instructional units listed in Section 2 below.¹

Cooperative Education faculty are assigned to the various college faculties according to their curricular responsibilities. College faculties are presided over by the Deans of the Colleges, and minutes of meetings are prepared and circulated to all concerned.

Each College faculty has specific responsibility for the following matters, subject to review and approval by the President:

a. The programs of study offered by the College;

b. The entrance requirements of the College;

c. The academic standards of the College;

d. Recommending candidates for baccalaureate degrees in the College and for advanced degrees earned in the graduate programs;

e. Approval of all educational programs offered in other divisions of the University such as the College of Professional Studies which are related to the subject-matter field of the College.

2. The Colleges are the academic units with full-time faculty and degree-granting authority as follows:

a. The College of Arts, Media and Design

b. The College of Business Administration

c. The College of Computer and Information Science

d. The College of Engineering

e. The Bouvé College of Health Sciences

f. The College of Science

g. The College of Social Sciences and Humanities

h. The School of Law.

¹ Except for the Department of Military Science (ROTC) which is an independent department of the University responsible for its own administrative functions. The staff is assigned by the Department of the Army, subject to University approval. The Department operates within the framework of policies and procedures established by the University and within the guidelines established by Army regulations. Individual courses are open to all students, while those students who desire to participate in the full program must meet established qualifications. The courses are presented concurrent with, and in conjunction with, the student’s normal academic schedule. Air Force and Navy ROTC Programs are offered to Northeastern students on the Boston University campus.
3. Although instructional departments are assigned for administrative convenience to one of the colleges, each instructional department is responsible for offering the courses in its field that may be needed by students in any of the colleges.

4. The college faculties may adopt rules and regulations for their own operation not inconsistent with the bylaws of the University, the faculty bylaws set forth herein, and policies established by the Board of Trustees, the President, the Provost, and the Faculty Senate.
PROCEDURAL GUIDELINES IN THE APPOINTMENT OF UNIVERSITY ADMINISTRATORS\(^1\)

1. Selection of Key Academic Administrators

   a. Formal selection committees will be constituted with the assistance of the Faculty Senate Agenda Committee when administrative vacancies develop in any of the following positions:
      - Provost
      - Academic Dean of a School or College of the University
      - Chair of an Academic Department in one of the Colleges\(^2\)
      - Dean of University Libraries
      - Director, Division of Research Management
      - Director, Division of Academic Computing.

   b. Upon expectation of a vacancy in one of the above-listed positions, the President or a Vice President acting as his or her representative, will, as soon as possible, meet with the Faculty Senate Agenda Committee to agree upon the most reasonable course to be followed in filling the vacant post. Normally, the Faculty Senate Agenda Committee will then create an *ad hoc* Faculty Selection Committee, composed as indicated in the guidelines below, to assist in the evaluation of candidates for the vacant position.

   c. The *ad hoc* Faculty Selection Committee will meet with the President or his or her representative and receive specific information as to the kind of selection process to be undertaken. Usually one of the following three alternatives applies.

      1) Conduct a broad search both inside and outside the University for the best candidates available within the financial guidelines indicated by the President. This process will normally be followed when a genuine budgeted vacancy exists.

      2) In the absence of a budgeted vacancy, conduct a search for the best available internal candidate.

      3) Make a candid evaluation of the qualifications and potential of a specific candidate who is being considered by the President, surveying opinions of other faculty members and contrasting the named candidate with any other internal candidates whom the committee feels should be considered.

      In the cases of 1) and 2) above, the Committee will be expected to develop a list of candidates which, at the discretion of the Committee, may be ranked in order of preference. In 3) the Committee will report its evaluation of a single candidate.

   d. The Selection Committee charged with seeking out candidates for an administrative vacancy will normally develop, within a period of two months, a list of potential candidates, drawing on suggestions from all sources, including the President of the institution. After screening, the most promising candidates will be interviewed.

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\(^1\) Promulgated by the President May 19, 1973.
\(^2\) Or equivalent position.
separately by the Committee, the President, and any other administrative officers directly concerned with the appointment.

e. Following the interviews, the Selection Committee will develop a final report presenting to the President a final list of recommended nominees. At its discretion, the committee may rank the nominees in order of preference.

f. The President will give careful consideration to the nominees proposed by the Committee and may, of course, also consider for appointment well-qualified candidates referred to him or her from other sources. After completing further negotiations with any preferred candidates relative to salary, responsibilities or other matters of common concern, the President will meet with the Selection Committee to discuss his or her final action.

g. After the President's decision has been made, the Selection Committee will issue a final report to the Senate summarizing its activities, and, if a general search was conducted, indicating whether or not the appointee selected was on the Committee's final list of nominees.

h. The Selection Committee will continue to function until a selection is made or until it is relieved by the Faculty Senate Agenda Committee.

2. Composition of Faculty Selection Committees

a. For University-wide academic offices, and for newly created academic deanships, the Faculty Senate Agenda Committee should constitute an ad hoc Faculty Selection Committee usually comprising not more than nine persons. Two of these voting members shall be students, one an undergraduate nominated by the Student Government Association, the other a graduate student nominated by the Graduate and Professional Student Association.

b. With respect to vacancies which occur in the administrative staff in the existing colleges (including the Chairs of newly created departments) the Faculty Senate Agenda Committee should constitute a Selection Committee consisting of any four members of the College concerned, elected at large by the College faculty, and three additional members appointed by the Faculty Senate Agenda Committee of which one should be a senior faculty member from another college. No more than one member may be elected or appointed from one department until every department in the College has one representative. There shall be two additional nonvoting student members, one an undergraduate nominated by the Student Government Association, the other a graduate student nominated by the Graduate and Professional Student Association.

c. With respect to vacancies in the position of Chair in existing departments, the Faculty Senate Agenda Committee should constitute a Selection Committee of which, where practicable, at least one-half of the members should be elected by the faculty of the department concerned, and the remainder appointed by the Senate Agenda Committee as outlined in (2.b) above. Each Chair Selection Committee

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3 In conducting searches, all faculty members must comply with the University's affirmative action and equal opportunity policies and procedures.
shall develop appropriate mechanisms to assure meaningful student input regarding candidates. The committee shall inform the Senate Agenda Committee of the mechanism(s) it has established.

d. The Faculty Senate Agenda Committee should consult with the Provost before constituting any of the above-mentioned Selection Committees. In addition, close liaison with the Provost should be maintained throughout the period of Committee operation. Normally, the Provost will designate an additional nonvoting member of each Selection Committee to provide coordination, and make available budgetary and administrative support for the Committee’s operations.

3. Other Administrative Positions

Selection of administrators for positions other than those listed above will usually not involve establishment of a formal Selection Committee, although in some instances this may be desirable. In instances where Selection Committees seem advantageous, they will be constituted by the President, and may include, in addition to faculty, other administrators, students, alumni or professional persons outside the University, according to the special circumstances in each case.