

## **CHAPTER SIX**

### **CONTRACTUAL STATUS OF ORDINARY FACULTY**

#### **A. *General Policy***

Employment of all members of the Ordinary Faculty shall be by formal contract, signed by the faculty member and the Provost and Vice President for Academic Affairs. At least two copies will be executed, one for the faculty member, and one for the Provost and Vice President for Academic Affairs. The University will give notice to the faculty member of the rank and salary to be offered for the subsequent year, ordinarily on or before March 15.

All faculty contracts are bilateral and cannot be cancelled except by mutual agreement or for those grave causes listed for termination of tenured appointment. In case a contract is cancelled for an alleged grave cause during the contract period, due process is guaranteed the faculty member.

Acceptance of a contract shall be deemed to include an agreement by both parties to comply with appropriate regulations of the University.

Salaries are determined by negotiations between the faculty member and the Dean. In the College of Arts and Sciences, the departmental chairpersons are involved in these negotiations. Many factors such as individual merit, the state of the market, and the particular needs of the College enter into consideration at these negotiations.

Chapters 4 through 16 of this *Faculty Handbook* set forth the contractual conditions of the Ordinary Faculty; these chapters shall be referenced in the annual contract provided the Ordinary Faculty.

#### **B. *Contractual Status of Tenured Faculty***

Tenure means that a faculty member has become a full and permanent member of the academic body of Loyola University New Orleans. Tenure is normally available to a faculty member who holds the rank of Associate Professor or Professor.

Contracts of the tenured faculty members are entered into with the presumption that they will be renewed at the same or better terms. A tenured faculty member who does not receive or sign a contract continues as a member of the faculty under the terms of the prior contract. Tenured faculty contracts may not be terminated except for cause; ordinarily, at least one year's written notice will be given before termination.

Loyola University New Orleans recognizes the principle that a faculty member will be granted tenure after seven years of qualified service as an Ordinary Faculty member; qualified service normally shall not include more than three years of service as a full-time faculty member at other institutions, so that at least four years of service at Loyola is normally required.

Members of the Ordinary Faculty after seven years of qualified service shall be offered a contract which includes notice of tenure. A faculty member who has tenure according to the procedures set forth in Chapter Five, but who has signed a contract without the notice of tenure, shall have all the protections of a tenured contract. In the eighth year of qualified service, the Provost and Vice President for Academic Affairs shall issue a faculty member a contract with notice of tenure.

A tenured faculty member who accepts a part-time or administrative appointment relinquishes tenure, unless a written agreement is effected prior to acceptance of such a position.<sup>1</sup> The Provost and Vice President for Academic Affairs shall notify a faculty member of an impending loss of tenure in such a situation.

### ***C. Contractual Status of Non-Tenured Faculty***

Contracts of members of the non-tenured Ordinary Faculty cannot be cancelled during the contract period except by mutual consent or through the procedure outlined in the section of this *Handbook* on procedures for termination of faculty appointments. These contracts are entered into with the expectation that, if renewed in accordance with the provisions of this *Handbook* relating to the renewal of non-tenured faculty, they will be renewed on the same or better terms and conditions as contained in the contract entered into for the current academic year.

Official notice of non-renewal will be given to the faculty member concerned by the Provost and Vice President for Academic Affairs according to the following schedule:

1. No later than three months prior to the completion of the first academic year<sup>2</sup> of service at Loyola University;
2. No later than six months prior to the completion of the second academic year of service at Loyola University;
3. No later than twelve months prior to the completion of any academic year thereafter.

If the faculty member does not return the signed contract within thirty days of the issuance of the contract, he or she will be considered to have resigned.

<sup>1</sup> This does not apply to the administrative officers of the President, the Provost and Vice President for Academic Affairs, and Academic Deans, who remain Ordinary Faculty members *ex officio*.

<sup>2</sup> The term academic year as used here usually means two consecutive semesters, excluding summer sessions.

## **D. Full-Time Employment**

Ordinary Faculty have special rights in academe. Among these special rights are those pertaining to academic freedom, tenure, and the right of latitude in self-motivation and self-governance of work efforts. While it is usual for faculty to enjoy input into scheduling of classes taught, and to schedule office hours, research time and other academic work activities to best utilize personal work habits, there is the tacit assumption that each Ordinary Faculty member devotes sufficient time and effort to faculty responsibilities each week while under contract so as to be *de facto* a full-time employee of the University. Indications of this degree of effort are (a) scheduling and observing ample office hours each week as a supplement to classroom teaching; (b) active participation in campus activities, including faculty meetings, committee meetings, etc.; (c) continuing preparation of classroom presentations; (d) devotion of preponderantly more time to the performance of faculty responsibilities than to competing activities. While it is valid for Ordinary Faculty members to vary the parceling of work efforts among activities such as research, committee work, student-related activities, etc., it is never acceptable to slight these responsibilities in favor of outside employment or other activities not directly related to professional academic responsibility.

Members of the Ordinary Faculty are required to devote their major time and attention to University duties while under contract except when on leave or otherwise officially excused in writing.

Each full-time member of the Ordinary Faculty on a twelve-month contract is entitled to one month vacation with pay during that contract year, taken at a time approved by the Dean. Those who sever connections unilaterally with the University prior to the expiration of the contract do not receive a paid vacation. Nine-month contracts do not include a paid vacation. All Ordinary Faculty on twelve-month contracts are entitled to leaves of absence with pay for professional improvement every third summer. The Dean determines the schedule of summer leaves for each department.

The University recognizes the right of a faculty member to serve as an expert witness or consultant, or to engage in professional activities consistent with University commitments, since these activities can be a valuable adjunct to faculty development. No member of the Ordinary Faculty shall be engaged in any activity which, in the judgment of the Dean, interferes with the thorough, efficient and earnest performance of his or her contractual duties. The Provost and Vice President for Academic Affairs has the authority to make the final decision in these matters. The teaching of any course beyond those assigned by the appropriate officials of the University is ordinarily considered to be incompatible with full-time employment at Loyola University.

Permission for outside employment must be requested in writing from the Provost and Vice President for Academic Affairs. As a general rule, permission will be given only for activities that are professional in nature and that do not require more than approximately one day per week of a faculty member's time.

## **E. *Sabbatical Leave Policy***

The University has adopted the following policy regarding sabbatical leaves.

### **1. Purpose of Sabbatical Leave**

The objective of the sabbatical leave program is to enhance the academic quality of the University by providing the faculty member with an opportunity for professional growth over an extended and uninterrupted period. Such opportunities will allow the faculty member to engage in full-time scholarly research, specialized study related to one's academic field, writing, participation in programs designed to improve teaching or other scholarly activities.

### **2. Duration of Sabbatical Leave**

An eligible faculty member may elect to take a one semester sabbatical leave at full salary or a two semester sabbatical leave at two-thirds salary. Occasionally, if the Dean of a college in consultation with the Provost and Vice President for Academic Affairs feels a proposal has particular merit, a two semester sabbatical leave at full pay may be offered. Such offers may be made only if funds remain in the budget (see 3c) after all other valid proposals have been accepted, and at no time should such offers require an increase in the budget.

### **3. Eligibility<sup>1</sup>**

- a.* All full time tenured faculty members are eligible for a sabbatical leave after they have completed seven years of continuous service as Ordinary Faculty at the University. Normally, subsequent sabbatical leaves are granted in the seventh year or after 12 semesters of qualifying service.
- b.* Credit may be granted for professionally relevant leaves taken since the faculty member's last sabbatical leave. Credit eligibility for sabbatical leave may not be accumulated beyond seven (7) years, unless a full eligible or qualifying leave is denied solely for the convenience of the department, college, or university. Where a faculty member is eligible or has qualified for sabbatical leave but is prevented from taking the leave as a result of administrative necessity or department needs, one year of qualifying service past the terminal date for previous sabbatical leave shall be counted (banked) toward the next sabbatical leave. A faculty member requesting the banking of one year must submit a letter stating that he or she is eligible for a sabbatical leave as well as the reasons preventing that leave. The agreement of both the Dean and Provost is necessary to bank one year toward the next sabbatical. In this instance only, a sabbatical leave may be granted to the same person no more than once in any six years.
- c.* Eligibility does not imply an automatic right nor an automatic granting of a sabbatical leave.
- d.* The number of sabbatical leaves granted in any given academic year will be determined by the academic feasibility of releasing the faculty member for the period

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<sup>1</sup> Updated Text – Policy Revised by BOT on May 20, 2011

requested and by the amount of money available for granting such leaves. The University will budget directly funds to provide for sabbatical leaves.

#### **4. Application Procedure**

*a.* Applications for sabbatical leave are considered once each year by the appropriate Dean in accordance with established protocols of the college.. Deadlines for receipt of applications will be announced by the college at least 30 days in advance.

The faculty member should apply for leave in the academic year before the year the requested leave is to begin, that is, apply in the fall of 2013 for a sabbatical leave that would begin either in the fall of 2014 or in the spring of 2015.

*b.* Failure to request a sabbatical leave when a faculty member becomes eligible will indicate that the faculty member does not desire a leave for the ensuing year. He or she may apply in subsequent years as long as he or she complies with the deadline for applying.

*c.* In order to qualify for a sabbatical leave a faculty member shall submit a detailed plan for one of the following:

*i.* Full-time study at an educational institution other than Loyola University New Orleans.

*ii.* Full-time research under the auspices of an educational or research institution or free-lance research.

*iii.* Full-time writing, provided that some preliminary outline of the proposed theme and content is presented.

*iv.* Travel with the purpose of studying a range of educational institutions and/or programs. Specifics of such travel plans and their purpose shall be set forth in reasonable detail.

*v.* Other proposals or projects consonant with the objectives of the University's sabbatical leave program.

*d.* The applicant must indicate whether his or her research, study or writing will culminate in some substantive work, such as an article, book, artistic production, major grant proposal, or new course proposals with accompanying syllabi.

*e.* An application for sabbatical leave must be submitted to the appropriate departmental chairperson and/or Dean who shall be empowered to review applications, request information and make a written recommendation to the Provost and Vice President for Academic Affairs indicating support for, or opposition to, the request for sabbatical leave and whether a replacement will be needed. These documents should be forwarded by the Dean to the Provost and Vice President for Academic Affairs within thirty calendar days after the deadline for accepting applications.

- f.* The Provost and Vice President for Academic Affairs will make a final decision within thirty days of receipt of these recommendations from the appropriate Dean.

## **5. Acceptance of Sabbatical Leave**

*a.* It is understood that the granting of a sabbatical leave will not increase the workload of the department, interrupt course sequences, or curtail the advising program of the department. It is recommended that whenever possible a faculty member on a two semester sabbatical leave will be replaced temporarily by a Visiting Professor.

*b.* A faculty member accepting a sabbatical leave may not take on either full-time or part-time employment during the period of the leave. While fees may be accepted without special approval for a few lectures or a few days of consulting, no substantial work for remuneration should be undertaken without prior approval of the Dean and the Provost and Vice President for Academic Affairs. However, a faculty member may accept a fellowship or grant from a foundation, provided the acceptance of such a stipend does not impose upon the recipient duties and obligations which would be incompatible with the purpose for which the sabbatical leave was granted.

*c.* Within two months after returning to the University the faculty member shall submit in writing to the Provost and Vice President for Academic Affairs, the Dean and the University Committee on Grants and Leaves, through his or her departmental chairperson, a report on the results of the project undertaken during the sabbatical leave. The report shall become a permanent part of the faculty member's file at the University. This report shall be considered in the faculty member's next annual evaluation.

*d.* A faculty member accepting a sabbatical leave agrees to remain in the service of the University for at least one academic year following the completion of his or her sabbatical leave.

*e.* A faculty member accepting a sabbatical leave does so without prejudice to his or her contractual status, future salary increase, or any benefits associated with his or her employment by the University and all fringe benefits shall remain in effect during the period of the sabbatical leave. In addition, he or she shall also retain all departmental rights.

- f.* Sabbatical leave time will be counted toward time in rank for promotion purposes.

## **F. Academic Leave**

The objective of the academic leave program is the same as that for sabbatical leave, and a faculty member with an appropriate project will ordinarily apply for a sabbatical rather than academic leave. However, there are exceptional cases where academic leave may be warranted. Such cases may involve a faculty member who has not accrued seven years since his or her last sabbatical but who has a unique opportunity, one which can not be postponed, to engage in the kind of activity that the sabbatical seeks to encourage.

In either case a faculty member must have a proposal of unique and high merit to qualify for academic leave. Academic leaves, therefore, are granted only in extraordinary circumstances. The application and acceptance procedure for academic leave will follow that outlined for sabbaticals, except that applications for academic leave are considered once each semester, and will be carried out by the same administrative procedures. The remuneration of a faculty member on academic leave will be one-half of his or her regular salary. In special cases an academic leave with remuneration greater than one-half of the faculty member's salary may be offered by the Provost and Vice President for Academic Affairs.

### **G. *Leave of Absence Without Pay***

Leave of absence without pay may be granted a member of the Ordinary Faculty at the discretion of the Provost and Vice President for Academic Affairs for a period not to exceed two years.

### **H. *Bilateral Contractual Responsibilities***

The University has adopted the following policy regarding contractual negotiations.

1. Negotiations by Loyola University New Orleans regarding possible appointment of faculty members of other institutions should be begun and completed as early as possible.
2. It is desirable that, when feasible, a Loyola faculty member who has been approached by another university with regard to a position inform the Dean that negotiations are in progress.
3. A Loyola faculty member who accepts a binding appointment elsewhere should always promptly notify Loyola University. A Loyola faculty member should not resign to accept other employment after May 15, or thirty days after receiving an offer of employment at Loyola for the following year, whichever date occurs later. A faculty member may ask the Provost and Vice President for Academic Affairs to waive this requirement on the basis of an alleged emergency, but the faculty member should conform to the decision.
4. Except by agreement with Loyola, a faculty member should not resign a faculty position during the academic year in which an appointment is held.

### **J. *Emeritus Status*<sup>2</sup>**

The following policy applies to all Ordinary Faculty members and academic administrators who hold faculty rank.

1. Loyola considers granting emeritus status upon retirement to all assistant and associate professors, professors and university professors and academic administrators who normally have given 15 or more years of service to the university and who have made significant contributions to the university.

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<sup>2</sup> Updated Text – Policy Revised by BOT on May 14, 2010

2. A faculty member should notify the chair/area chairperson/area coordinator and Dean, and academic administrators should notify the Provost, one year in advance, of their intention of retiring at the end of the following academic year. The chair/area chairperson/area coordinator, as representative of the department/area in which the faculty member has held an appointment, will nominate eligible faculty members for emeritus status to the respective College's Rank and Tenure Committee and dean. (In the absence of a nomination from the chair/area chairperson/area coordinator, an individual may self nominate himself/herself.) Following thorough review of all information, the College Rank and Tenure Committee will forward to the Dean a recommendation regarding the granting of emeritus status prior to January 31 in the year which they are retiring. The Dean appends his or her recommendations and sends both to the Vice President for Academic Affairs prior to February 15. If all three, namely, the College Rank and Tenure Committee, the Dean, and the Vice President for Academic Affairs after consultation with the President, agree, the case is settled. Should one of the three parties disagree, the promotion is denied, but the faculty member may appeal the decision to the University Rank and Tenure Committee, which shall consider the case in its entirety and forward its recommendation to the President, who adjudicates the matter. Unless the President has compelling reasons, he will follow the recommendation of the University Rank and Tenure Committee; in the event he does not, he will give the University Rank and Tenure Committee and the faculty member his reasons in writing.
3. Newly appointed emeriti faculty will be recognized each year at graduation.
4. Emeritus privileges include:
  - a. Faculty privileges in the University Libraries.
  - b. Notification of all University events for faculty or open to faculty.
  - c. Bookstore privileges, educational benefits, use of recreational/sports facilities, parking permits, and faculty club and dining privileges.
  - d. Tuition and scholarship benefits for dependents available to the Ordinary Faculty.
  - e. Continued research support including assistance from the grants and research office in preparing external grant requests, and office space, as available, and upon approval of the dean and provost.
  - f. Retaining university email privileges unless the faculty member requests removal.
  - g. Whenever there is a need, the Deans of the colleges shall consider emeriti faculty members to teach courses in their special areas of expertise. Compensation will be appropriate to rank and emeriti status.