

# LOYOLA UNIVERSITY NEW ORLEANS FACULTY HANDBOOK



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## CHAPTER ONE

### INTRODUCTION

#### *A. History of the University*

The Jesuit order, also known as the Society of Jesus, was established in the sixteenth century by St. Ignatius Loyola, under the approval of Pope Paul III. From its inception the Jesuit mission has been educational.

The Society of Jesus first came to Louisiana in 1723 to work with the Native American population. More than a century later, in 1847, steps were taken to establish a college of liberal arts and sciences. The following year the Jesuits purchased property at the corner of Baronne and Common Streets in New Orleans, and on February 1, 1849, a college preparatory academy and the College of the Immaculate Conception accepted their first students. The College was organized in the European manner, taking boys from age twelve and, in six or seven years, giving them what today would be called their high school and college training. It is to this college that Loyola University New Orleans traces its origin.

In 1904 another New Orleans academy and college were opened, these on St. Charles Avenue opposite Audubon Park. These associated institutions were known as Loyola College. A few years later, in 1911, the Society of Jesus reorganized its New Orleans schools, the College of the Immaculate Conception and Loyola College uniting on the nineteen-acre St. Charles Avenue site, which is the present location of Loyola University. At the same time the two preparatory academies united at the Baronne Street location, becoming the present Jesuit High School.

At the request of His Excellency, the Most Reverend James J. Blenk, Archbishop of New Orleans, Loyola College was expanded to become Loyola University in the fall of 1911. The University was duly incorporated by the General Assembly of Louisiana and empowered to grant all University degrees in 1912.

Loyola University New Orleans has continued to evolve over the years, seeking always to respond to the changing needs of its students and the community. In the 1960s LUCAP (the Loyola University Community Action Program) was established as a service organization for economically and culturally deprived citizens and as a community forum for the airing of issues concerning social justice. At the same time the Upward Bound program was created to give academic opportunities to students who might otherwise not have pursued a higher education.

The physical campus has also continued to grow. In the 1960s a new science building was erected; in the 1970s a new law building was built, and another building was thoroughly renovated to house the humanities departments. In the 1980s the Music-Communications building was constructed and the Broadway Campus was acquired. The former Mercy Academy was purchased in the 1990s. While the ongoing physical development of the campus bespeaks a kind of health, the educators at Loyola University New Orleans are most proud of their institution's ability, since 1911, continually to address the most deeply significant moral and intellectual demands of our society and world. It is to this historical

tradition that Loyola remains firmly committed.

## ***B. Goals of Loyola University New Orleans***

The following statement represents many months of work by faculty, administrators and students at Loyola. It was mandated by the Council on Academic Planning, approved by the Standing Council for Academic Planning and approved in July 1971 by the Board of Trustees. Revisions proposed by the Standing Council for Academic Planning and approved by the Board of Trustees in July 1973, January 1977 and May 1983 are incorporated in this edition of the Goals Statement.

### ***Loyola University New Orleans is a Catholic Institution***

Loyola University New Orleans, as a Jesuit university, is committed to the belief that Christianity presents a world view which is meaningful in any age. Although the message of Christianity is not wedded to any given philosophy, science, art or politics, it is still not compatible with every point of view.

The person is central in a Catholic university. Its task is to equip its students to know themselves, their world, their potential and their Creator. To perform this function properly, it must strive to be one academic community composed of administrators, faculty, and students, both laypersons and clerics. This community must be composed in a manner fitting to our pluralistic society and ecumenical age. It can, therefore, be made up of many whose modes of commitment to university aims differ: of those who have dedicated their lives to the Christian faith commitment, of those who live non-Christian faith commitments, and of some who live no formal faith commitment at all. Religious and non-religious, Christian and non-Christian, all will dedicate themselves to the mission of this Catholic university, each in his or her own way. All will cooperate in the search for truth, either by exploring the inner dynamism of Christianity and its implications for the present or by provoking the quest for truth in others. All are bound together by a common search for knowledge. All are dedicated to the discovery and promulgation of truth.

The community in quest of truth has a reverence for creation, not only the creations of God and the creations of people, but for life itself as a fountain of creativity. Reverence for creation fosters universal concern and dedication. All who are concerned for and dedicated to the truth are welcome in the Loyola University New Orleans community. Only those who condemn the commitments of those who seek the truth will not find a home here.

The Catholic university must foster among its students, its faculty, and the larger community a critical sense. To think critically one must have a place to stand. Criticism must be based upon agreement on basic values and principles. Without this there can be no meaningful disagreement. Loyola University New Orleans stands on its Catholic commitment. This commitment is not the end of a search, but the beginning of an inquiry into other traditions, other regions, other religions. Loyola seeks to hand down a heritage even as it learns and teaches methods of thinking which will revivify the heritage and breach new frontiers of knowledge.

Because Loyola University New Orleans is committed to the Christian tradition, it should support excellence in theological instruction and scholarship as well as recognize the pre-eminent place of theology among the disciplines of higher learning. Catholic teaching should be presented in some structured way to aid the student to form her or his own world view.

Rapid change is a feature of contemporary life. Education should equip students to meet the rapid developments they will encounter and should enable them to make sound judgments as values undergo constant scrutiny. It is the tradition of the Society of Jesus to discern what is good and true in the movements of history. Loyola University New Orleans pledges itself to educate its students to meet change with equanimity, good judgment and constructive leadership. Innovations in the direction of a more Christian and just structure for society are expected of the Loyola community, its alumni and its friends.

Loyola University New Orleans is committed to a serious examination of those conscious and unconscious assumptions of contemporary American civilization that tend to perpetuate societal inequities and institutional injustices. In this endeavor it is particularly concerned with those prevalent economic, judicial and educational attitudes which are inconsistent with the social teachings of the Church.

### ***Loyola University New Orleans Concentrates on Liberal Education***

Loyola University New Orleans intends to achieve its goal of integrating the vision of faith with the remainder of human knowledge by concentrating on the liberal education of its students. While Loyola emphasizes studies in the liberal arts, it is also committed to professional study. Liberal studies assist a student to broaden and deepen convictions; professional studies assist a student to actualize convictions. Planning and efforts, therefore, are to be centered on the achievement of excellence in liberal and professional education.

Loyola University New Orleans is aware of the need for innovation in undergraduate education. Because of its size and independent status, Loyola is in a unique position to explore new programs and approaches in education. Loyola should experiment with the full realization that lack of change often implies more risk than change itself.

Loyola's spiritual and material resources will be dedicated to the support of graduate programs if they fulfill one or both of the following criteria:

- (a) they are necessary for strengthening undergraduate programs;
- (b) they fulfill serious community needs.

### ***Loyola University New Orleans Recognizes its Community Responsibilities***

Loyola University New Orleans looks forward to its place in the community of the future. The American university of the future will be more involved in community service than the university of earlier decades. Loyola stands ready to do whatever is in its power as an independent Catholic university to solve the problems of American society today.

Loyola University New Orleans should make a serious effort to probe and uncover the latent unity of the Southern people so that together they may build a richer future for their children. Loyola should make conscious efforts to prepare the educationally underprivileged for college life and to make a college education available to them. In particular, Loyola recognizes its obligation to provide such educational opportunities to the Black community, which historically has been deprived of this advantage.

Within the limits of available resources, institutes and programs will be created, developed or discontinued as the need arises under the scrutiny of the Standing Council for Academic Planning. Among present programs are those that serve high school students and teachers, the educationally and economically disadvantaged, nurses, law enforcement agencies and labor.

### ***Loyola University New Orleans is a Community of Scholars***

Loyola University New Orleans aims at developing and maintaining a distinctive community of scholars. The bond of this community is the desire of teachers and students to reach academic excellence in their pursuit, not of knowledge alone, but of truth and Christian wisdom. In such a community, students and faculty are in contact with centuries of accumulated wisdom and should be active in shaping this wisdom for a new day. By reason of their formative life within this community, they should be conscious of the achievements and failures of all of human history, particularly those of their own culture and time. As a result, they should be capable of principled judgment in the face of complexity and ambiguity, and humanely moved or divinely inspired to leave behind them a better world than they found.

Such a mission will best be accomplished in our day by a community drawn from many religious, ethnic and cultural backgrounds, and through firm, vigorous and dynamic programs in the arts, humanities, sciences and law. It can be accomplished especially well by programs of studies which cross traditional disciplinary lines. Faculty and students are encouraged to collaborate in the formation of interdisciplinary curricula and programs.

The University's libraries comprise an essential component in the development of a community of scholars. The expansion and improvement of library resources are major objectives of the University. Therefore, Loyola University New Orleans should continue to participate in cooperative efforts among universities designed to reduce unnecessary duplication of library resources and to experiment with innovations such as information retrieval technology.

In sum, Loyola University New Orleans wishes to assist each person in becoming more aware of the problems of society and of his or her ability to correct these problems. Such a person would have a firm moral conviction to live up to his or her obligations to himself or herself, to community, and to God.

### ***The Future of the University***

Loyola University New Orleans is potentially strong in three areas that are in some significant way unique: communications, music, and religion. By achieving excellence in these unique areas and sustaining its strong undergraduate departments, Loyola will be a significant force in higher education.

The University should aim at a gradual and studied increase in size of the student body consistent with maintaining quality programs, close student-faculty contact and maximum use of existing resources.

Loyola University New Orleans should increase and make more effective its ties with other colleges and universities in the New Orleans area. The New Orleans Consortium is a good example of how such effective bonds can be forged.

There is an obvious relationship between certain fields of study and the institutions and social movements of the modern city, state and nation. A portion of studies such as business and the social or behavioral sciences should be done off-campus with students examining and working in institutions and agencies actually practicing in these fields. Such study can be an academic activity. It should be undertaken as part of regular academic programs because it is directly related to the subjects for which Loyola University New Orleans takes educational responsibility.

### ***Priorities Involving Planning***

One of the principal responsibilities of the Standing Council for Academic Planning (SCAP) is to direct an orderly and systematic planning sequence that will ensure that Loyola University New Orleans is prepared for the future. To fulfill this role, SCAP must carefully examine the elements of proposed new programs. Additionally, SCAP shall ensure and certify that all existing programs are periodically evaluated according to procedures established in the colleges.

As an additional responsibility, SCAP should be active in lending its support to the extension and development of the New Orleans Consortium so that fuller use of the combined resources of facilities, faculties and staff may be made.

### ***Priorities Involving Students***

Loyola University New Orleans recognizes that value-oriented education must occur in the context of total human development and is founded upon an appropriate integration of the religious and intellectual development of the student and the education of the whole person. Loyola students should be provided with a foundation of learning experiences which will enable them to develop further their personal values and life goals. For this reason, Loyola expects students to accept responsibility in determining policies, programs and curricular requirements. The University involves students in the planning of their education and the shaping of their environment and encourages student participation in the deliberations of

faculty and administration.

Loyola University New Orleans is committed to the development of a culturally and educationally diverse student body and is pledged to represent this diversity in all programs and services which affect student life. One of Loyola's greatest assets is a student body which reflects the cultural diversity of metropolitan New Orleans. Loyola will make every effort to attract a sizable percentage of students from outside of Louisiana and the Deep South to increase the cultural, intellectual and demographic diversity of the student body. Special efforts will be made to encourage students to share their differing cultural perspectives in contributing to the campus community and its programs. In order to ensure this diversity and balance in the student body and maintain the quality of admitted students, the Office of Admissions will continue a careful evaluation of every applicant. Based upon this commitment to diversify the student body, Loyola balances ability and need in making its financial awards.

In keeping with its commitment to educational excellence, Loyola University New Orleans will continue to enrich the student population with outstanding students who will attract other good students and faculty and stimulate all to greater efforts. In support of this goal, special enrichment programs have been established and will be continued and strengthened. Loyola also maintains a strong commitment to the average and the underachieving student and provides programs to facilitate his or her adjustment to the academic environment.

The University recognizes the importance of providing programs to facilitate the integration of the new student into the University community and to encourage the development of harmonious relationships among the diverse elements of the student body. Loyola University New Orleans provides counseling at every level. Academic counseling should be systematically organized and supervised by the deans, and faculty members should recognize their counseling responsibilities. Personal counseling, growth opportunities and support programs to help the student meet the normal problems associated with making the transition from one life stage to another are provided by Counseling and Career Services. Loyola will continue to establish programs lead by professionally trained personnel to facilitate students' continuing personal and social growth, to help students to develop the skills necessary to cope with academic demands, and to aid them in identifying and pursuing purposeful career goals and future aspirations. Personal and spiritual counseling should complement one another. Student Life and Ministry does play a special role in assisting students to adjust both to University life and to understanding the full scope of a Loyola University education. Programs which strengthen the student's social, cultural and academic environment outside the classroom should be supported. Student activities and co-curricular programs which are educational and which prepare students for further leadership will be expanded. Such programs include student government and organizations, prayer groups, organized recreational activities and the Loyola University Community Action Program (LUCAP).

Loyola University New Orleans is cognizant that the student body increasingly includes senior citizens, career persons returning for further education, women preparing to re-enter previous careers and other students in non-traditional programs. As part of the education at Loyola, it is important that these students be strongly encouraged to participate in

campus life and to see the University as able to make a significant contribution to their lives outside regular classroom experiences. Facilities, programs, and services will be developed to support the active participation of such students utilizing professional staff, peer assistance, and community referral.

### ***Priorities Involving Faculty***

A university is a community of teachers and learners. The knowledge and teaching ability of the faculty place it in a unique position of leadership. The faculty has primary responsibility for such fundamental areas as curriculum, subject matter, methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process. The faculty sets requirements in courses, determines fulfillment of the requirements, and approves degree candidates for presentation to the President and Board of Trustees.

Within the framework of excellent liberal and professional education, faculty activities should be a studied balance among teaching, research, and community service. These goals can best be realized by a stable, financially secure, and professionally active faculty. Faculty participation in University governance reflects its concern with academic excellence through teaching, research, other scholarly activities and the maintenance of an atmosphere of academic freedom and responsibility. It is expected that Loyola University New Orleans faculty will have active professional interests which will contribute to the vitality of its work in the classroom.

### ***Priorities Involving Curriculum***

The university curriculum provides the students, faculty, and administration with a common reference system for the pursuit of academic excellence and scholarship. Loyola University New Orleans is committed to a steady exploration in and experimentation with curriculum design. Curricular reform should be planned and conducted by faculty-student committees working in cooperation with the dean of their college.

So that each undergraduate can achieve a liberalizing education, the curriculum should ensure that instruction be given in the traditional areas of the humanities, sciences, and the fine arts, regardless of the major field of study. This common portion of the contribution reflects Loyola's commitment to participation in the Judeo-Christian intellectual tradition. To achieve this objective, the curriculum must convey a grasp of religious thought and philosophical discourse which frees from ignorance and from mindless conviction and commitment. Each degree program must fulfill all University and college requirements but remain flexible enough to meet the changing needs of the field of study involved.

Differences in the educational objectives of the undergraduate colleges may result in variations in the extent of their participation in the Loyola Core. However, the number of major courses required by each program should not be so great as to produce over-specialization of the student. Periodic reviews of the degree requirements should be conducted.

The development of a high degree of ability in expressing ideas both verbally and in writing should form an essential part of each student's education. Moreover, the student should be encouraged to develop a basic competence in those languages that best complement his or her own program of study. In keeping with this, Loyola University New Orleans should continue to explore innovations in instruction in both human and machine languages and encourage utilization of presently available technical aids including computer-assisted instruction. Loyola should also explore the possibility of greater inter-university cooperation and specialization in the areas of language, arts and computer science.

Because of its intrinsic importance, education in the physical and life sciences has held an important place at Loyola University New Orleans. Loyola will continue to make every effort to inculcate scientific literacy in all of its students. Many patterns of thought in our time are grounded in the methods employed by the sciences. College students should be exposed to the disciplines of the natural sciences. Thus, Loyola will continue to devote sufficient resources to maintain its excellent program of service courses for undergraduates in other fields and will make every effort to recruit talented majors in these programs.

An ordered society needs men and women trained in the law and business administration. Loyola University New Orleans has produced and will continue to produce leaders in law, government and business administration. Because Loyola is committed to the Christian tradition, it should provide the leaders of tomorrow with those values which strengthen our society.

Law and graduate students should be offered a liberalizing education, and their respective curricula should ensure that instruction is given in the areas of ethics, professional responsibility and the humanistic concerns of their respective disciplines. Legal and graduate education at Loyola University New Orleans should also reflect Loyola's commitment to participation in the Judeo-Christian intellectual tradition.

The College of Law is committed not only to a theoretical and practical understanding of the law, but also to the highest ideals of social justice and professional responsibility. The College of Law school offers a comparative law approach to legal education through its complete common law and civil law programs. It is unique in the community in providing a legal education in the evening.

All Loyola University New Orleans disciplines should provide opportunities for study through seminars, honors courses, discussion courses, independent study, research projects and courses designed by students. Loyola will continue its tradition of close student-faculty contact which has always constituted the basis of quality education.

### ***C. Statement of Educational Purpose***

Loyola University New Orleans is a comprehensive Catholic university that embodies the standards of academic excellence synonymous with Jesuit education. As a community united in the search for truth and wisdom, Loyola's faculty, students, and staff are committed to scholarship, service, and justice. Consistent with its Jesuit and Catholic

heritage, the university is open to all qualified persons.

As enunciated in Goals of Loyola University New Orleans and elaborated in the Loyola Character and Commitment Statement, the mission of Loyola University is to provide a rigorous education grounded in values for an academically able student body selected from diverse geographic, ethnic, and economic backgrounds. While reaffirming its commitment to the educational needs of the citizens of New Orleans and of Louisiana, Loyola will continue to seek students from throughout the region, the nation, and the world.

To achieve its goals, Loyola University New Orleans recruits faculty who are dedicated to instruction and advising, to research that enriches their teaching, and to service both to the University and to the larger community. To preserve its Jesuit character, Loyola seeks to maintain a substantial presence of Jesuits as faculty members. Acknowledging that education is not limited to the classroom, the institution employs staff who are committed to the education of the whole student. Through the curriculum, advising, Student Life and Ministry, co-curricular activities, and student life programming, faculty and staff strive to provide a supportive but challenging environment in which students can realize their individual potentials while coming to recognize their responsibility to serve others. To meet the diverse needs of its students, Loyola offers a curriculum rooted in the liberal arts and sciences and fully supportive of a wide range of pre-professional and professional programs. Though its principal focus is undergraduate education, the institution offers selected graduate programs that are consistent with its mission.

In the Ignatian tradition, Loyola University New Orleans endeavors to develop students into a new generation of leaders who possess a love for truth, the critical intelligence to pursue it, and the eloquence to articulate it. The goal of a Loyola education is not mere technical competence but wisdom and social responsibility.

#### **D. *Loyola University New Orleans Character and Commitment Statement***

The following statement represents many months of work by both Jesuit and lay faculty, staff and administrators at Loyola. It was written by the Task Force on Jesuit Identity and approved by the Board of Trustees in November 1980.

1. Loyola University New Orleans faces the years ahead with confidence. Relying on God's providence and assiduously practicing the virtue of discernment, we will plan for what lies ahead. Our society is marked by increasingly rapid change, growing complexity, and a burgeoning pluralism. These realities are not without their impact upon our community. Loyola is today a larger, more complex institution than it was thirty years ago. The student body and the faculty are more numerous and more pluralistic in their composition. Moreover, the proportion of Jesuits at Loyola has declined and may show further decline in the immediate future. It appears beneficial, therefore, that we take stock at this juncture and articulate, without diffidence or defensiveness, our self-understanding and our educational vision.

2. Our starting point as a community is our recognition and acceptance of the goodness of all God's creation and the ideal of human solidarity and fellowship under God. Further, we acknowledge the Lordship of Jesus and affirm that God was in Christ reconciling the world to himself. Around this central confession of faith we hope to shape our lives. It would be meaningless for Loyola University New Orleans to label itself Catholic and Jesuit were it not to center its self-understanding upon these truths. Though our world is broken and fragmented by evil, both personal and social, the enfleshment of God's Son as our brother grounds our hope for the eventual and ultimate victory of goodness and order. God in Christ has called us to choose freely and to follow in the footsteps of our Lord and to do what in us lies to nurture the Kingdom that is aborning in this world where divine and human activities intersect.
3. Motivated by the Christian vision of reality, then, Loyola University New Orleans undertakes its task as a Catholic institution of higher learning in the Jesuit tradition. Loyola's Jesuits have publicly stated that their "mission is essentially religious but specifically intellectual and educational in the broadest and deepest sense." In all phases of this academic endeavor the University community must strive to achieve the excellence that has come to be synonymous with the Jesuit tradition of learning. As a community of educators and scholars, Loyola's faculty and staff must be dedicated to excellence in teaching, in research, and in service to the larger community. The University must provide an environment conducive to growth of its faculty and staff and the development of scholarship and understanding of personal values that is so much a part of the Christian tradition. At the same time, concern for the student as a person is central to the Jesuit educational mission. Above all, Loyola will endeavor to develop in its students a love for truth, the critical intelligence to attain it, and the eloquence to articulate it. By word and example, Loyola will dedicate itself to educate our students in the Christian tradition, which we recognize as "not wedded to any given philosophy, science, art, or politics...[but] still not compatible with every point of view." (Loyola University Goals Statement)
4. While academic excellence and liberal education are the immediate goals of our University community, they cannot be, in view of our commitment as a Jesuit University, the ultimate *raison d'être*. Academic excellence stands in the service of the full human development of persons as moral agents. In this regard, it would be well to recall the role of the Spiritual Exercises of Ignatius Loyola in the development of every Jesuit. After the Gospel, the Exercises are the wellspring of the Jesuit spirit. They endow Jesuit activity with a distinctive quality. Some understanding of the Exercises, therefore, is necessary to understand the ultimate aim of the Jesuit educational endeavor. The Exercises aim to enable a person, with God's help, to make a Christian choice in regard to the most significant truths and values of life. The choice may be a fundamental option or a conversion affecting the totality of one's existence. Again, it may simply issue from a periodic reassessment of priorities. Whatever the matter of choice may be, the decision-making process should be marked by certain characteristics. First, it ought to be disentangled from inordinate attachment, disordered affectivity. It must purge itself of bias, prejudice, and stereotypical thinking. Only so, can it be

genuinely free. Second, any significant option ought to be illuminated by human and divine wisdom. No pertinent light that comes to us from history, science, art or religious experience should be ignored. Third, significant choices must not remain merely notional. They must be woven into the texture of one's life; choice must incarnate itself in action. In the light of the Ignatian ideal, choices are to be made with a commitment to pursuing the greater good in any course of action. Capacity for truly human action is what Jesuit education hopes ultimately to achieve.

5. Because education at Loyola University New Orleans is person-centered, and concerned ultimately with choice and action, the curriculum, spiritual life, and student life must, on all levels and in all areas, be concerned with values. Our goal is wisdom, not mere technical competence. In this regard it is well to recall that the Spiritual Exercises, as the Gospels before them, while world-affirming, condemn self-aggrandizement and promote service to others. Jesus, the man for others, is for us the archetype. Solicitude for others, not mere efficiency or mere bureaucratic convenience, must motivate us to a concern for all members of the University and to ever-widening circles of our concern for our city, our state, our region, our nation, and our planet. Because of our human solidarity, a concern for one, even the least of his brothers or sisters, is a concern for all.
6. It is understandable then, that in the face of our contemporary situation, Jesuits the world over have recently determined that the best way to embody their commitment to the Gospel and the Ignatian Exercises is through the promotion of justice animated by faith. Accordingly, Loyola University New Orleans as a Jesuit university embraces the conclusion of the 32nd General Congregation of the Society of Jesus that Jesuit education must be a catalyst for needed social change, hence dedicated to fostering a just social order.
7. This commitment to social justice can be shared by all who are of good will, thus capable of enlisting the support of our entire community in all its ecumenical diversity and ideological pluralism. We must, therefore, in our policymaking, in our administration, in our entire curriculum, and in the totality of our campus life, strive to bring to life, concern for justice to which our Jesuit and Christian heritage commits us. Further, we must challenge all assumptions in light of this commitment. Consequently, as an institution we must be person-centered, not merely bureaucratically efficient.
8. All members of the University community, regardless of their personal faith-commitment or value system, are urged to collaborate in the promotion, clarification, and pursuit of the objectives set forth in this statement. With full respect for the complexities of a pluralistic culture, with wholehearted commitment to the ideals of religious and academic freedom, and with renewed dedication to the ecumenical spirit of Vatican II, Loyola University New Orleans is open to any person who sincerely seeks for truth and value. Dialogue and debate concerning controversial issues, even religious ones, are not only tolerated but encouraged. Yet, it should be recognized that the University has an identity defined by its mission that relates to every aspect of institutional life. Deliberate

derogation from or subversion of these objectives is incompatible with the University's mission, destructive of its identity, and disruptive of the University community well-being. The University community should make every effort to reconcile any member who finds himself/herself in conflict with these objectives.

9. More could be said about Loyola's identity. However, what has been said should suffice to spur reflection and dialogue. Loyola University New Orleans is a community given to the pursuit of excellence in teaching and scholarship, personal and spiritual development, and to the promotion of justice and faith in accordance with its nature as an institution of learning. One of the leading challenges to any university today, and especially to Loyola in view of its Jesuit and Catholic character, is to teach an ethic of selfless service and sharing that decisively breaks with the present obsession with joyless and insatiable consumption. Education at Loyola succeeds only to the extent that it leads our community to examine how faith relates to society's systemic injustice. Moreover, it fails if it does not demonstrate how faith can be coupled with love to move us to action in the pursuit of justice. Jesuit education, then, is the education of persons for others who seek to act justly, to love tenderly, and to walk reverently in the spirit of Jesus as the man for others.

#### **E. *Policy on Equal Opportunity Employment***

Revised and Approved by Board of Trustees, December 5, 2024

It is the policy of Loyola University New Orleans that no discrimination on the grounds of race, color, sex, disability, age or national origin will exist in any area of the University. This University policy includes, but is not limited to, the requirements of Federal Executive Orders 11246 and 11375, as amended; Order No. 4 of the U.S. Department of Labor; Title 41, Chapter 60-2 "Revised Order No. 4"; Title IX of the Education Amendments of 1972, as amended; and the directives of the President and the Board of Trustees of Loyola University.

While Loyola University New Orleans is firmly committed to and reaffirms its policy to align its recruitment practices with its mission of social justice and equity, it also reserves its right to grant preference to men and women, minority and majority members who qualify for positions and who accept and support its Christian and Catholic heritage as expressed within the Loyola University New Orleans Character and Commitment Statement and Goals of Loyola University New Orleans. This it must do to maintain its religious and institutional integrity. In accord with this, Loyola, as a Jesuit university, will, in connection with the appointment of faculty and appropriate administrators, take this to be a significant consideration.

As a religious educational institution, Loyola University New Orleans may grant preferences in its employment practices to Jesuits to perform any work connected with the carrying on by Loyola University of its activities. To cite one example, a qualified Jesuit applicant may be favored over a qualified non-Jesuit applicant for an academic position in any department.

Revised and Approved by Board of Trustees, December 5, 2024

This policy applies throughout the University organization and is the responsibility of all departments and personnel, both supervisory and non-supervisory. The particular ways in which this policy and its implicit goals are to be achieved are the essence of the University's mission and hiring practices.

Inherent in this policy of non-discrimination is the concept of equity whereby a set of specific and result-oriented procedures which have been developed assure that efforts are made to realize a fuller utilization of all members of society, especially women and members of minority groups. This policy and program represent a special commitment to the creation of an environment in which each individual is judged solely on merit.

In order that our policy of non-discrimination be fully appreciated, the following specific elements are described:

1. Each budget unit head is required to recruit, hire, train and promote persons in all job classifications without regard to race, color, sex, disability, age or national origin.
2. Each budget unit head is hereby instructed to base decisions on employment and promotion so as to further the principle of equal employment opportunity. These decisions should be influenced, in part, upon the identifiable deficiencies within the budget unit. Where significant deficiencies exist, the budget unit head should expend extraordinary efforts to identify, recruit and employ qualified individuals in such a way as to minimize these deficiencies.
3. Each budget unit head is required to maintain procedures to ensure that promotion decisions are in accord with the principles of equal employment opportunity. Only valid requirements for promotional opportunities may be imposed.
4. Each budget unit head is required to maintain procedures that ensure that all personnel actions, such as compensation, benefits, transfers, layoffs, returns from layoff, tuition assistance, social and recreational programs, will be administered without regard to race, color, sex, disability, age or national origin.

## **F. Discrimination and Harassment Policy <sup>1</sup>**

### **I. Purpose**

Loyola University New Orleans strives to create and maintain a working and learning environment in which individuals are treated with dignity, decency and respect. The University acknowledges individual differences, including, but not limited to, the dimensions of race; color; sex; national origin; age; religion; gender identity; transgender status; sexual orientation; ethnicity; disability status; marital status and citizenship status; and values all individuals. This idea is rooted in the belief that diversity enriches our social interactions and intellectual lives by exposing us to

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<sup>1</sup> Approved by Board of Trustees, May 17, 2012. Revised and Approved by Board of Trustees, May 17, 2019

different cultures, ideas, and ethnicities. Recognizing the role which diversity plays in our mission, the University strives to maintain an educational community that is safe, welcoming, and inclusive for its faculty, staff, and students.

It is expected that students, faculty, staff, and other individuals covered by this policy will treat one another with respect and are responsible for promoting an environment of inclusion. The environment of the University is characterized by mutual trust and the absence of intimidation, oppression and exploitation.

For these reasons, the University does not tolerate discrimination or harassment. Reports of discrimination and harassment under this Policy are taken seriously and will be dealt with promptly.

Through implementation and enforcement of this policy, and through education of faculty, staff, and students, the University seeks to discourage, prevent, correct, and when necessary sanction behavior that violates the University's policy on discrimination and harassment.

## **II. Scope and Application**

This policy applies to all students, faculty and staff of Loyola University New Orleans, as well as others who participate in the University's programs and activities. Its application includes the University's programs and activities both on and off campus, including overseas programs.

It is a violation of this Policy to discriminate in the provision of employment or educational opportunities, to create discriminatory work or learning conditions, or to use discriminatory evaluative standards if the basis of that discriminatory treatment is, in whole or in part, the person's race; color; sex; national origin; age; religion; gender identity; transgender status; sexual orientation; ethnicity; disability status; marital status and citizenship status or any other characteristic prohibited by applicable law. Acts of harassment, including sexual assault, stalking, domestic violence, and dating violence, are violations of this policy and will subject students, faculty, and staff of Loyola University New Orleans, as well as others who participate in the University programs and activities, to sanctions.

## **III. Definitions**

**Campus** for purposes of this Policy means all buildings, facilities, and properties that are owned, operated, managed, or controlled by the University.

**Complainant** for purposes of this Policy shall mean the person who files a complaint to report a violation of this policy. It also includes any person who is reported to have experienced a violation of this policy in cases where some other person has made a report on that person's behalf.

**Consent** to engage in sexual activity must exist from beginning to end of each instance of sexual activity. Consent is demonstrated through mutually understandable words

and/or actions that clearly indicate a voluntary intention to engage in a specific sexual activity. Silence alone, without actions clearly and unambiguously evidencing permission, does not demonstrate consent. While consent may be expressed by words or by actions, it is highly recommended that consent be expressed and obtained verbally. Non-verbal consent expressed through actions that do not clearly and unambiguously evidence permission may lead to confusion and potential for misunderstandings, which may lead to a violation of this policy.

It is the responsibility of the initiator of any sexual activity to obtain their partner's consent.

Consent must be knowing and voluntary. To give consent, a person must be at least 17 years old. Assent does not constitute consent if obtained through "coercion" or from an individual whom the respondent knows or reasonably should know is "incapacitated."

Coercion for purposes of this policy may be psychological or physical and includes the use of express or implied threats, intimidation, or physical force which places an individual in reasonable fear of harm or physical injury.

An individual is considered to be incapacitated for purposes of this policy if the individual is manifestly unable to make a knowing and deliberate choice to engage in sexual activity. Individuals who are asleep, unresponsive or unconscious are incapacitated. Individuals who have drunk alcohol, or used drugs, may be incapacitated, depending on the amount and type of alcohol, or drugs, used. The totality of the circumstances will be considered in determining incapacitation. Among the factors the University will use to assess whether someone is incapacitated for purposes of this policy are: inability to communicate coherently, inability to dress/undress without assistance, inability to walk without assistance, slurred speech, loss of coordination, vomiting, or inability to perform other physical or cognitive tasks without assistance. The existence of any one of these factors will support a finding of incapacitation for purposes of this policy.

An individual's use of alcohol or drugs does not diminish that individual's responsibility to obtain consent to sexual activity.

Consent to engage in sexual activity may be withdrawn by any person at any time. Once withdrawal of consent has been expressed, the sexual activity must cease immediately. Consent is automatically withdrawn by a person who is no longer capable of giving consent.

A current or previous consensual dating or sexual relationship between the Parties does not imply Consent or preclude a finding of responsibility for misconduct.

**Domestic and Dating Violence** is defined as abusive behavior, including threats, verbal and/or emotional abuse, and physical assault, between persons in an intimate and/or dating relationship. Examples of domestic violence include, but are not limited to, intimidation, threats, and physical harm. Preventing a partner from making contact

with others among the partner's family, friends, or peer group also falls within this definition. This includes behavior toward another person when the intimate and/or sexual relationship has ended.

**Discriminatory harassment** for purposes of this Policy is defined as verbal or physical conduct directed toward an individual because of his or her race; color; sex; national origin; age; religion; gender identity; transgender status; sexual orientation; ethnicity; disability status; marital status and citizenship status that is offensive to the individual and

- (a) intentionally stigmatizes the individual to invoke violence or harm, or
- (b) is of a severe and/or pervasive nature such that it creates an intimidating, hostile or offensive working, academic or campus environment, or
- (c) unreasonably interferes with an individual's work or academic performance.

**Hate Crime** means any offense against person and/or property because of actual or perceived race; color; sex; national origin; age; religion; gender identity; transgender status; sexual orientation; ethnicity; disability status; marital status and citizenship status of that person or the owner or occupant of that property or because of actual or perceived membership or service in, or employment with, an organization.

**Human Resources** for purposes of this Policy means the Human Resources Department at Loyola University New Orleans, 6363 St. Charles Avenue, Thomas Hall, 4th Floor, New Orleans, Louisiana. The phone number is (504) 864-7757.

**Loyola University Police (University Police)** for purposes of this Policy means the Loyola University New Orleans Police at 6363 St. Charles Avenue, Stallings Hall, First Floor, New Orleans, Louisiana. The phone number is (504) 865-3434.

**Office of Government and Legal Affairs** for purposes of this Policy means the Office of Government and Legal Affairs of Loyola University New Orleans, 6363 St. Charles Avenue, 301 Marquette Hall, New Orleans, Louisiana. The phone number is (504) 865-2346.

**Policy** means this Loyola University New Orleans Discrimination and Harassment Policy.

**Nonconsensual Sexual Intercourse and Sexual Conduct** for purposes of this Policy means any sexual behavior including sexual intercourse or attempted intercourse without consent, including rape, attempted rape, molestation, and other cases where the complainant is unable to refuse or effectively consent to sexual advances. The definition applies regardless of whether the alleged assailant is a stranger or an acquaintance. Examples include, but are not limited to, forced insertion, oral copulation, rape by foreign object, sodomy and unwanted touching of an intimate part of another person for the purpose of sexual gratification. Sexual intercourse is defined as anal or vaginal penetration by a penis, tongue, finger or inanimate object.

**Respondent** for purposes of this policy shall mean the person responding to an

allegation of a violation of this policy.

**Sex Discrimination** for purposes of this Policy includes treating a person unfavorably because of that person's sex, including in hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits and any other term or condition of employment. It also includes treating a person unfavorably because of that person's failure to conform to gender or sex-based stereotypes.

**Sexual Exploitation** for purposes of this Policy means taking nonconsensual or abusive sexual advantage of another for one's own advantage or benefit, or to benefit a person other than the one being exploited. Examples of sexual exploitation include, but are not limited to:

- Intentionally exposing a private or intimate part of one's body in a lewd manner;
- Committing any other lewd act in a public place;
- Prostituting another student;
- Possession, or sharing of, photographs, video or audio recording of sexual activity in person, or on any social media platforms or internet sites, without the consent of the persons depicted or involved;
- Exceeding the boundaries of explicit consent, such as allowing friends to hide in a closet to witness one's consensual sexual activity;
- Engaging in non-consensual voyeurism; and/or
- Knowingly transmitting a sexually transmitted disease/infection or HIV to another student.

**Sexual Harassment** for purposes of this Policy means the creation of a hostile workplace environment, as well as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct or communication of a sexual nature in person, or on any social media platforms or internet sites when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment, services, or academic status; or
- Submission to, or rejection of, such conduct by an individual is used as a basis for employment, services, or academic decisions affecting him or her; or
- Such conduct, whether verbal or physical, is severe and/or pervasive so as to have the purpose or effect of interfering with the individual's work or academic performance or of creating an intimidating, hostile or offensive employment, service or educational environment.

Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex, gender identity or transgender status. For example, harassing a woman, or man, by making offensive comments about women, or men, in general may constitute sexual harassment.

**Sexual Verbal Abuse** for purposes of this Policy is language that is sexual in nature and unwanted on the part of another person. Examples include, but are not limited to, obscene telephone calls and use of written and/or oral communication that would be considered obscene.

**Stalking** for purposes of this Policy is a course of conduct directed at a specific person that would cause a reasonable person to fear for their own safety or the safety of others or suffer substantial emotional distress. A course of conduct means two or more acts in which a person directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person or interferes with a person's property. Stalking includes, but is not limited to, the intentional and repeated uninvited presence of the alleged perpetrator at another's home, workplace, school, or any place which would cause a reasonable person to be alarmed, or to suffer emotional distress as a result of verbal or behaviorally implied threats of death, bodily injury, or sexual assault.

**University** for purposes of this Policy means Loyola University New Orleans.

#### **IV. What Constitutes Sexual Harassment**

##### **A. Types of Relationships**

Sexual harassment may occur within a variety of relationships. These relationships may or may not involve unequal authority, as between supervisors to employees supervised, faculty members to students, residence hall staff to student residents, and student leaders to other students. They may also involve relationships among peers. However, allegations of sexual harassment will be scrutinized, regardless of the relationship of a complainant to an alleged offender.

Generally, there are three (3) types of relationships where sexual harassment occurs:

1. Quid pro quo- where submission to harassment is used as the basis for employment or educational decisions. Quid pro quo harassment occurs when employee benefits such as raises, promotions, working hours, etc., or student benefits such as grades, assignments, recommendations, etc. are directly linked to compliance with sexual advances. Therefore, only someone with the authority to grant such benefits can engage in quid pro quo harassment.
2. Hostile work or learning environment- where offensive remarks or conduct is severe and/or pervasive and creates an offensive working or learning environment or when it results in an adverse employment decision (such as being demoted, or fired).
3. Third party harassment- when a party or parties are not sexually harassed directly, but suffer the consequences of sexual harassment.

##### **B. Forms of Sexual Harassment**

Determining what constitutes sexual harassment depends on the specific facts and context in which the offensive language or conduct occurs. Sexual harassment may take many forms-subtle and indirect or blatant and overt. For example, it may:

- Be offensive words or conduct toward an individual of the opposite sex or the same sex;
- Occur between peers or between individuals in a hierarchical relationship;
- Be aimed at coercing an individual to participate in an unwanted sexual relationship;
- Have the effect of causing an individual to change behavior or work performance; and
- Consist of repeated words or actions, or may even arise from a single incident, if sufficiently egregious.

### C. Examples of Sexual Harassment

The following are some examples of conduct which may constitute or contribute to sexual harassment:

- Gender harassment, including statements and behavior that convey insulting, degrading, or demeaning attitudes towards women, or men;
- Direct proposition of a sexual nature and/or subtle pressure for sexual activity that is unwanted and unreasonably interferes with a person's work or academic environment;
- Derogatory, degrading, or insulting statements and behavior targeting, or ridiculing a person's sexual orientation, transgender status or gender identity;
- Persistent and unwanted requests for dates, unwelcome and inappropriate letters, telephone calls, email, or other communication or gifts;
- Direct or implied threats that submission to sexual advances will be a condition of employment, work status, promotion, grades, or letters of recommendation;
- Subtle or overt pressure for sexual favors;
- Unwanted physical contact such as touching, hugging, brushing against a person's body, or impeding or blocking movements;
- Sexually explicit statements, questions, jokes, or anecdotes, regardless of the means of communication (oral, written, email, text messages, etc.);
- The display of inappropriate sexually oriented materials;
- Sexual assault, attempted rape, or rape;
- Sexual submission when made a term or condition, explicitly or implicitly, of obtaining employment, services, or education;
- Sexual submission when used as a factor in decisions affecting an individual's employment, services, or education;
- Sexual conduct or communication when of such a nature that it creates an intimidating, hostile, or offensive work or educational environment; and
- Domestic violence, dating violence, and stalking.

### V. Consensual Sexual or Romantic Relationships

1. With the exception of cases where individuals are married, or in a formal domestic partnership, the University prohibits faculty and staff from knowingly entering into a romantic, or sexual relationship, with any students

over whom such faculty and staff exercise supervisory, or evaluative authority.

2. The University prohibits faculty and staff from knowingly entering into a romantic or sexual relationship with an undergraduate student, regardless if that faculty, or staff, exercise supervisory, or evaluative authority, over the undergraduate student.
3. With the exception of cases where individuals are married, or in a formal domestic partnership, the University strongly discourages faculty and staff from knowingly entering into a romantic or sexual relationship with a graduate or professional student enrolled at the University even if the student is not subject to the supervisory, or evaluative authority, of said faculty or staff. Faculty, or staff, who enter into such a relationship must disclose the relationship to the Provost's Office, and staff must report it to Human Resources or the Director of Government and Legal Affairs, so that the University is in a position to ensure that those faculty and staff do not exercise supervisory or evaluative or other authority over that student.

## **VI. Pregnancy and Breast Feeding/Lactation**

The University values families and a woman's need for accommodation during pregnancy and childbirth. Consequently, the University will work with pregnant employees to accommodate the needs of the pregnancy and childbirth. Federal law imposes its own requirements and renders it unlawful to harass a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The Pregnancy Discrimination Act (PDA) forbids discrimination based on pregnancy when it comes to any aspect of employment, including hiring, termination, pay, job assignments, promotions, layoffs, training, fringe benefits, such as leave and health insurance, and any other term or condition of employment. Lactation is a pregnancy-related medical condition. The University will make available time and a private space for its employees to accommodate lactation-related needs.

## **VII. Reporting Policies and Procedures**

### **A. Complainants**

- i. Places to Report
  - a. Internal Reporting

In cases of stalking, sexual assault, and sexual violence, University Police should be notified initially and immediately. University Police can be reached at: (504) 865-3434

If complainant believes that he/she is being harassed or discriminated against by any member of the University community, or a third-party doing business with the University; or if you observe harassment or discrimination by another a member of the University community, or a third party doing business with the University, against a third party; please report the incident immediately to one of the following:

- Title IX Coordinator – (504) 865-7151; or
- Human Resources Department - (504) 861-7757; or
- Chief Student Conduct Officer – (504) 865-3032; or
- Mission and Identity – (504) 865-2327; or
- University Counseling Center – (504) 865-3835; or
- Provost Office – (504) 865-3034; or
- Office of Multicultural Student Affairs – (504) 865-3929

If the perpetrator of the alleged harassment or discrimination is listed as a contact person above, then you should report to another person listed.

Loyola University takes all complaints of unlawful harassment and discrimination seriously and will not penalize anyone for reporting a potential harassment or discrimination problem in good faith.

b. External Reporting to Government Agencies:

In cases of stalking, sexual assault, and sexual violence, it is the practice of University Police to notify complainants of their right to file a criminal complaint. Discrimination and harassment are prohibited by state and federal law.

In addition to the internal resources just described, individuals may pursue complaints directly with the government agencies that deal with unlawful harassment and discrimination claims:

- If the complainant is a faculty or staff member, they should contact the U.S. Equal Employment Opportunity Commission (EEOC) (Title VII employment discrimination claims) at: <http://www.eeoc.gov/fieldineworleans/index.cfm>;
- If the complainant is a student, they should contact the Office for Civil Rights (OCR) of the U.S. Department of Education (Title IX sex discrimination claims) at: <http://www2.ed.gov/about/offices/list/ocr/index.htm>;
- In addition, all complainants can contact the Louisiana Commission on Human Rights at: <http://gov.louisiana.gov/page/lchr>.

Please know that a violation of this policy may exist even where the conduct in question does not violate the law.

If there is immediate danger, contact 911.

## B. University Employees as Mandatory Reporters for Sexual Assault and Harassment

All University employees, other than counselors, pastors, or advocates and those employees legally regarded as confidential sources, must bring reports of violations of this policy, including sexual and gender-based harassment, assault and violence that they observe or learn about, immediately to the attention of the Office of Human Resources (if the respondent is a staff member), the Office of the Provost (if the respondent is a faculty member), or the Title IX Coordinator (if the respondent is a student). Failure to do so can result in discipline, up to immediate discharge.

The employee must report all relevant details about the alleged policy violation, including the name of the complainant, the accused, any witnesses, and any other relevant facts, including the date, time, and specific location of the incident. Complainants may request confidentiality or anonymity, including that their name not be shared with the respondent, that the respondent not be notified of the report, or that no investigation occur. A mandatory reporter should inform the complainant that there are other University employees available to discuss complaints, like advocates or counselors, who can preserve the complainant's confidentiality.

If the complainant wants to tell the mandatory reporter what happened, but also wants to maintain confidentiality or anonymity, the employee should tell the complainant that mandatory reporters cannot guarantee confidentiality or anonymity. The employee should advise the complainant that the details of the incident will be disclosed only to those officials with a legitimate institutional interest in knowing the information. In reporting the details of the incident to the University, however, the employee will disclose that the complainant has requested confidentiality, or anonymity.

The University will then weigh the complainant's request for confidentiality, or anonymity, against the University's obligation to provide a safe, non-discriminatory environment for all members of the Loyola Community, including the complainant.

If the University honors the request for confidentiality, the applicable investigating office will explain to the complainant that the University's ability to meaningfully investigate the incident and pursue disciplinary action against the alleged perpetrator may be limited. Explanation of the University's anti-retaliation policy shall be provided to the complainant. If the complainant continues to ask that his or her name not be revealed, the University will take all reasonable steps to investigate and respond to the complaint consistent with the request as long as doing so does not prevent the University from responding effectively to harassment and preventing harassment of others.

Regardless of whether there is a request for confidentiality or whether the request for confidentiality is honored, the University will take steps to limit the effects of the alleged relationship violence or sexual misconduct and prevent its recurrence. Such steps might include providing increased security or supervision at locations

or activities where a pattern of relationship violence or sexual misconduct exists; providing education and training materials for students, student groups, faculty, and staff; reviewing applicable relationship violence and sexual misconduct or disciplinary policies; and conducting climate surveys regarding relationship violence and sexual misconduct.

Individuals who choose to discuss an incident of relationship violence or sexual misconduct only in a privileged/confidential or private setting (to a counselor, pastor or advocate) should understand that the University will not be able to conduct an investigation into the particular incident, or pursue disciplinary action against the alleged perpetrator, unless the incident is reported to the University directly by the complainant, law enforcement, someone who is obligated to make a report, or by a confidential party who has been given written permission by the complainant to make a report. Counselors and advocates will assist their clients in receiving support services, regardless of whether a report is made. At the individual's option, this will include coordinating with the University to provide any necessary interim measures.

A complainant who requests confidentiality initially to a mandatory reporter or who reports only to a confidential source (a counselor, pastor or advocate), may later decide to file a complaint with the University or law enforcement and have the incident fully investigated. Prior to conducting an investigation, the University will take into consideration any safety risks associated with the University contacting or interviewing the accused, especially in cases where the complainant is fearful and does not want the perpetrator contacted, or when the threats and abuse may escalate and put the complainant in increased danger due to the investigation process.

As discussed above, the University will attempt to balance a complainant's request for anonymity or not to participate in an investigation with the University's broader obligation to campus safety.

#### C. Louisiana Reporting Law

Pursuant to state law, any report of abuse or neglect of minors or persons with a disability, including disabilities or challenges caused by aging, will be reported to state authorities.

#### D. Clery Act Requirements and Other Legal Guidelines

In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, popularly known as the Clery Act, University Police annually collects, compiles, and publishes crime statistics for a 3-year reporting period. Additionally, University Police identifies and works with Campus Security Authorities (CSAs) to ensure that they satisfy their annual training and reporting requirements pursuant to the Clery Act. A CSA is an official of an institution who has significant responsibility for student and campus activities, including, but not limited to, student housing, student discipline, and campus judicial proceedings.

CSAs are required to report certain offenses that are reported to them and that have occurred on campus, in residence facilities, in certain non-campus property, and certain public property. CSAs receive training regarding the specific locations (Clery geography) and specific offenses (Clery crimes) that trigger a duty to report. In addition, the University has a responsibility to notify the campus community about any crimes, not just Clery Act crimes, that are serious or pose an ongoing threat. A Timely Warning Notice, known as a BOLO (Be On The Look Out), may be issued for both on and off-campus crime reported to University Police by NOPD, Tulane Police, CSAs, or any other source and shall be decided on a case-by-case basis in light of all the facts surrounding a crime, including factors such as the nature of the crime, the continuing danger to the university community, and the possible risk of compromising law enforcement efforts.

The Clery Act encourages voluntary, confidential reporting so that incidents of crime that are reported exclusively to professional and pastoral counselors will be included in the annual crime statistics.

University Police and the New Orleans Police Department (NOPD) work closely together to keep the campus neighborhood safe. The University Police officers and NOPD communicate regularly on the scene of incidents that occur in and around the campus area. The University Police investigators work closely with the investigative staff at NOPD when incidents arise that require joint investigative efforts, resources, crime-related reports, and exchanges of information, as deemed necessary.

The University Police do not have a Memorandum of Understanding with NOPD. University Police officers patrol regularly in the uptown area usually bordered by Freret Street, Jefferson Avenue, Pitt Street, and Cherokee Street. University Police also coordinate efforts and work with Louisiana State Police when incidents arise that require collaboration. University Police are a member of the Louisiana State Analytical and Fusion Exchange where intelligence and information are shared with other local and state agencies.

A daily crime log is kept of all reported crimes. It is available for public review by request at University Police headquarters located in Stallings Hall. University Police also monitor incidents at its off-campus sites and records those offenses. University Police report all serious on-campus crimes to NOPD along with providing them with a copy of pertinent records. NOPD accepts and processes evidence for serious crimes such as drug cases.

## **VIII. Assistance for Complainants of Sexual Assault**

Sexual assault is an egregious form of sexual harassment and it is a crime. The University takes all incidents seriously. The University supports the right of the complainant of a sexual assault to decide how best to utilize various University, community, private, and public support systems designated to address crimes of sexual assault.

Complainants of sexual assault are highly encouraged to contact University Police. Reporting an assault to the University Police does not require filing criminal charges. Nor does it require the complainant to participate in a University investigation. However, it does allow the University to assist and support the complainant. University Police offers complainants the option of communicating with a counselor-on-call or a Complainant's Advocate.

If you are a student complainant of sexual assault, you have the right to pursue the remedies and processes set forth in this Policy and the Student Handbook:

[http://titleix.loyno.edu/sites/default/files/documents/title\\_ix\\_policy.pdf](http://titleix.loyno.edu/sites/default/files/documents/title_ix_policy.pdf)

The University encourages you to report sexual assault both to campus safety and to the local police and will assist you in doing so. You may choose to:

1. Report the incident to University Police and pursue university judicial action and/or criminal charges with the New Orleans Police Department; or
2. Only report the incident without pressing charges; or
3. Report the incident anonymously without providing any personal information.

Individuals seeking further information regarding sexual assault assistance may visit the following:

**Sexual Assault Advocacy Initiative or Advocates:**

[Studentaffairs.loyno.edu/counseling/sexual-assault](http://Studentaffairs.loyno.edu/counseling/sexual-assault)

## **IX. Title IX Coordinator**

### **A. Roles and Responsibilities of Title IX Coordinator**

The Title IX Coordinator oversees the University's efforts to comply with and carry out its responsibilities under Title IX, including investigation of any complaint communicated to the University alleging noncompliance with Title IX or alleging any actions which would be prohibited by Title IX.

The Coordinator will track reports of discrimination and sexual harassment for statistical purposes and report at least annually concerning their number, nature, and disposition to the University President.

The Coordinator may keep confidential records of reports of sexual harassment and the actions taken in response to those reports, and use them for purposes such as to identify individuals or departments likely to benefit from training so that training priorities can be established.

Investigation records and evidence obtained in investigations will be maintained separately from student records and personnel files in a secure, limited access location for a period of time in accordance with the University's Record Retention Policy at <http://finance.loyno.edu/financial-affairs/retaininz-records>.

## B. Contact Information for Title IX Coordinator

Dr. Dawn Broussard  
Danna Student Center, Room 205  
dmbrous1@loyno.edu  
titleix@loyno.edu  
504-865-7151

## X. ADA/Section 504 Coordinators

### A. Roles and Responsibilities of ADA/Section 504 Coordinators

The University's ADA/Section 504 Coordinators have overall responsibility for assisting the University in meeting the requirements of the ADA and Section 504, including assisting individuals with disabilities in seeking reasonable accommodations; delivering support; providing auxiliary aids; addressing concerns about disability discrimination; and coordinating campus services for students and employees with disabilities.

### B. Contact Information for ADA/Section 504 Coordinators

#### The ADA/Section 504 Coordinator for Students is:

Director, Office for Accessible Education  
Office: Monroe Library, Room 229  
Phone: (504) 865-3205  
[success.loyno.edu/accessible-education](http://success.loyno.edu/accessible-education)

#### The ADA/Section 504 Coordinators for Faculty/Staff are:

##### **Heather Blanchard, Human Resources Generalist**

Office: Thomas Hall, Fourth Floor, Human Resources Office  
Phone: (504) 864-7896  
Email: [hdblanch@loyno.edu](mailto:hdblanch@loyno.edu)

##### **Rachel Dirmann, Human Resources Director**

Office: Thomas Hall, Fourth Floor, Human Resources Office  
Phone: (504) 864-7768  
Email: [rdirmann@loyno.edu](mailto:rdirmann@loyno.edu)

<http://finance.loyno.edu/human-resources/human-resources-manual-employees-disabilities>

## XI. Protection Against Retaliation

Retaliation and/or reprisals against an individual who in good faith reports or provides information about behavior that may violate this policy are against the law and will not be tolerated. See also the Loyola University Non-Retaliation Policy, Policy No. 5-16 for

more information.

## **XII. Confidentiality**

The University recognizes the importance of confidentiality. Those responsible for implementing this Policy will respect the confidentiality and privacy of individuals reporting or accused of discrimination or harassment to the extent reasonably possible. Although individuals involved with investigations are not asked to abide by a nondisclosure agreement, information should be shared on a need-to-know basis to avoid claims of the Family Educational Rights and Privacy Act (FERPA) violations, defamation, or threats of retaliation. In all cases, the issues of confidentiality must be balanced with the University's need to investigate and take appropriate action. FERPA protects a student's right to review his or her education record and it permits the University to inform the complainant of the institution's final determination and any disciplinary sanctions imposed on the perpetrator in sexual violence cases, not just those sanctions that directly relate to the complainant.

## **XIII. Investigation Procedures and Protocols**

### **A. Formal Options**

The applicable procedure depends on the circumstances and the status of the person bringing the charge and the person against whom the charge is brought. Generally, the process consists of the individual's submission of a complaint, a fact-finding process or investigation by a University representative, followed by a decision and, in some cases, the possibility of one or more appeals, pursuant to the faculty appellate process, the human resources operating manual or the student code of conduct. The relevant grievance/adjudication procedure and appeal procedure (see below) should be read carefully, since the procedures vary considerably. The investigation will be conducted in a way that respects, to the extent possible, the privacy of all of persons involved.

The results of the investigation may be used in any complaint or disciplinary action. Throughout the investigation and any subsequent appeals, all parties shall have the right to have an advisor or attorney of choice present at any meeting. Any person who serves as an advisor should plan to make themselves available for meetings throughout the process.

The advisor is a silent and non-participating presence who is there solely to observe and provide support during the process. The University has the right at all times to determine what constitutes appropriate behavior on the part of an advisor as well as the right to request that an advisor leave a meeting in the event the investigator determines that the advisor is not acting appropriately. The advisor may not be a fact witness or otherwise have any conflicting role in the process.

- For Students
  - Investigations involving students will be conducted by the Student Conduct Officer

- For Staff
  - Investigations involving staff members will be conducted by Human Resources
- For Faculty
  - Investigations involving faculty members will be conducted by the Office of the Provost

Reports of sexual harassment are taken seriously and the University strives to complete the investigation process within 60-business days of receiving a complaint. Depending on the complexity of the investigation and the severity and extent of the alleged conduct, timeframes for investigations may vary. However, the University will provide periodic status updates throughout the process, and the University aims to respond promptly and equitably to all complainants.

#### **XIV. Grievance/Adjudication Procedures and Appeals**

In appropriate cases, disciplinary procedures may be initiated. The applicable disciplinary procedure depends on the status of the individual whose conduct is in question:

- **Students are subject to the Student Code of Conduct at**  
<http://studentaffairs.loyno.edu/student-handbook>.
- **Staff members are subject to the Human Resources Policies and Procedures Manual at**  
<http://finance.loyno.edu/human-resources/policies-procedures-benefits-manual>
- **Faculty are subject to the Faculty Handbook at**  
<http://academicaffairs.loyno.edu/faculty-handbook>

The individuals referenced in this section are available to discuss these options and other methods for dealing with discrimination and harassment.

Investigators will make findings using a preponderance of the evidence standard or "more likely than not."

The specific action taken in any particular case depends on the nature and gravity of the conduct reported and may include intervention, mediation, investigation, and the initiation of complaint and disciplinary processes. Where discrimination and harassment has occurred, the University will act to stop the harassment, prevent its recurrence, and discipline and/or take other appropriate action against those responsible.

Both parties receive simultaneous written notice of the outcome in the form of a redacted

copy of the decision. The Clery Act requires, and Family Educational Rights and Privacy Act (FERPA) permits, the University to inform the complainant of the University's final determination and any disciplinary sanctions imposed on the perpetrator in sexual violence cases (as opposed to all harassment and misconduct covered by Title IX) not just those sanctions that directly relate to the complainant.

The question sometimes arises as to whether the University will defend and indemnify a University employee accused of discrimination or sexual harassment. The issue of indemnification depends on the facts and circumstances of each situation.

## **XV. Prevention and Education**

Consistent with this Policy and the University's commitments under it, the University offers a variety of prevention and education/training programs and services for its faculty, staff, and students. Such programs and services may include:

- New student orientation training, specifically "Think About It" (a Jesuit-based online course regarding substance abuse and sexual assault prevention);
- New employee orientation, which includes a discussion of important information regarding Human Resources policies and procedures, specifically the Discrimination and Harassment Policy;
- Sexual discrimination and harassment training requirement for all University employees, which includes reporting of sex and gender discrimination incidents, including sexual harassment, sexual assault, stalking, domestic violence, and dating violence, is designed to inform all employees about their duty to report sexual harassment and other behaviors that fall under Title IX;
- Step-Up training for students, which includes measures that students may take as bystanders to prevent sexual harassment or violence;
- Workshops and event programming for "Take Back the Night" and "Night Out Against Crime;"
- Group counseling for students;
- Residence hall posters and presentations (to coincide with Halloween and Mardi Gras);
- Care for the Pack blog posts providing health information to students, faculty, staff, parents, and alumni;
- Student Health 101-e magazine (includes monthly sexual assault prevention articles);
- Sexual Aggression Prevention Programs;

- Sexual Trauma Support Group;
- Conducting Campus Climate Surveys;
- Boots on the Ground training for faculty;
- The Clothesline Project; and
- Student Handbook information.

## **XVI. Training**

- Complainant Advocates training for students, faculty, and staff;
- Clery Act training for University Police and Campus Security Authorities;
- Training for Title IX Coordinator and Title IX Deputy Coordinators, which includes a discussion of domestic violence, dating violence, sexual assault, and stalking. Additionally, the annual training will review how to conduct an investigation and the hearing process that both protects the safety of complainants and promotes accountability.

## **XVII. Enforcement of Policy**

A person found responsible for discrimination or harassment as prohibited in this Policy may face:

- Student disciplinary action, up to and including expulsion
- Letter of reprimand
- Denial of promotion
- Demotion
- Suspension
- Termination

The University may also take necessary interim actions before determining whether a violation has occurred. The University may terminate relationships or take other appropriate actions against non-University entities that violate this Policy.

## **XVIII. Policy Review and Evaluation**

This policy amends the policy previously adopted on August 1, 2004, and adopted as revised on May 17, 2012. This Policy is subject to periodic review by the Office of Government and Legal Affairs. Any comments or suggestions should be forwarded to the Office of Government and Legal Affairs.

## CHAPTER TWO

### UNIVERSITY ADMINISTRATIVE STRUCTURE

#### ***A. The Loyola University New Orleans Corporation***

Loyola University New Orleans, the official name of the corporation, is organized exclusively for charitable, religious and educational purposes. It is empowered to perform those legal and financial acts necessary for the furtherance of these purposes. All University property belongs to the corporation as a corporate entity.

Members of the corporation are those of the Jesuit community of Loyola University New Orleans who have been selected according to the procedures set down by the University Charter.<sup>1</sup> The sole rights and duties of the members of the corporation are to (a) elect annually those Jesuit members of the Board of Trustees who are not ex officio members; (b) to receive annually a report from the President; (c) to determine the dissolution of the corporation and the distribution of its assets; (d) to amend the Articles and By-Laws of the corporation; and (e) to fix annually and determine by majority vote the number of members on the Board.

In the identification and selection of members of the Board of Trustees, the corporation members give serious attention to obtaining properly qualified persons. It is customary that the corporation solicits suggestions for candidates to the Board from the entire Loyola University New Orleans community.

#### ***B. Board of Trustees***

The governing board of Loyola University New Orleans, known as the Board of Trustees, is defined by Article VII of the University Charter. The Board helps relate the institution to its various constituencies, and aids the University in meeting the new challenges of the constantly changing nature of higher education.

The Board of Trustees of Loyola University New Orleans operates, with few exceptions, as the final institutional authority.

The Board of Trustees selects from its membership individuals to serve as Chairperson and Vice Chairperson; it elects the President of Loyola University New Orleans, who serves ex officio on the Board. The Board, while maintaining a general overview, entrusts the conduct of administration to the President, the other administrative officers and the deans; it also entrusts the conduct of teaching and research to the faculty.

One important task of the Board of Trustees is to ensure the publication of codified statements that define the overall policies and procedures of Loyola University New Orleans. The Board plays a central role in relating the likely needs of the future to predictable resources; it has the responsibility for managing the endowment; it is responsible for obtaining needed capital and operating funds; and in the broadest sense it should attend to personnel policy. In order to fulfill these duties, the Board is, and should be, aided by the development of long-range planning by the

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<sup>1</sup> Full details are given in the Loyola University Charter and By-Laws in the Appendix.

administration and faculty.

The University community should be kept informed of all major actions taken by the Board of Trustees at its regular and special meetings. Information should be distributed after each meeting of the Board, outlining the major areas of decision and actions taken by the Board.

When ignorance or ill-will threatens the institution or any part of it, the Board of Trustees should be available for support. In grave crises it will be expected to serve as a champion. Although the action to be taken by it will usually be on behalf of the President, the faculty, or the student body, the Board should make clear that the protection it offers to an individual or group is, in fact, a fundamental defense of the vested interest of society in the educational institution.

### ***C. The President***

The President, as chief executive officer of Loyola University New Orleans, shares responsibility for the definition and attainment of goals, for administrative action and for operating the communications system which links the components of the academic community. The President represents Loyola to its many publics. The President's leadership role is supported by delegated authority from the Board of Trustees.

The President shall ensure that the standards and procedures of the University conform to the policies established by the Board of Trustees, to legal regulations, and to standards of sound academic practice. The President should also ensure that faculty views, including dissenting views, are presented to the Board in those areas and on those issues where responsibilities are shared. The faculty should be informed of the views of the Board and the administration on such issues.

The President shares responsibilities with the Board of Trustees for the maintenance of existing institutional resources and the creation of new resources, has ultimate managerial responsibility for a large area of nonacademic activities, is responsible for public understanding, and by the nature of their office the President is the chief spokesperson of Loyola University New Orleans. In these and other areas the President's work is to plan, to organize, to direct and to represent. The presidential function should receive the general support of the Board and faculty.

The President must at times, with or without support, infuse new life into an academic department or unit; relatedly, the President may at times be required, working within the concept of tenure, to solve problems of obsolescence. The President will necessarily utilize the judgments of the faculty, but in the interest of academic standards the President may also seek outside evaluations by scholars of acknowledged competence.

As the chief planning officer, the President has a special obligation to innovate and initiate. The President shall envision new horizons for Loyola University New Orleans and shall persuade others to see them and work toward them.

#### ***D. Provost and Senior Vice President for Academic Affairs***

The Provost and Senior Vice President for Academic Affairs is the chief academic officer and second-ranking official of the University and, as such, advises the President on policy matters and acts for the President in the latter's absence. The Provost exercises overall leadership and has administrative responsibility for the University's academic programs and Information Technology. The Provost reports to the President. The President has delegated administrative responsibility for academic programs to the Provost.

The Provost serves as the chief academic officer of the University. The Provost has specific responsibility for academic planning and administration, for the development of sound academic programs, for providing opportunities for faculty development, and for establishing policies that will guide the academic future of the University.

#### ***E. Other Vice Presidents***

The President of the University directly supervises the following administrators and delegates to them full responsibility within their functions to the extent consistent with shared governance principles. As Cabinet members, all vice presidents report to the President.

##### **1. Vice President of Enrollment Management**

The Vice President of Enrollment Management is the chief enrollment officer of Loyola University New Orleans and leads the overall enrollment activities by providing leadership in the development and execution of effective admissions and financial aid strategies. The Vice President of Enrollment Management manages the division of Enrollment Management, including Undergraduate and Graduate admissions and Financial Aid.

##### **2. Vice President of Student Affairs**

The Vice President of Student Affairs is the chief student affairs officer of the university. The Vice President of Student Affairs has overall responsibility for providing leadership, strategic vision, management, and oversight, with due consideration and consultation with the Provost and Senior Vice President of Academic Affairs and appropriate faculty committees as well as other offices, of student affairs goals, objectives, services and programs for the departments and operations of Athletics and the University Sports Complex, the Danna Student Center, Multicultural Student Affairs, Loyola University Police Department, Residential Life and Event Services, Student Conduct, Student Health Services, Student Life and Ministry, Title IX, the University Counseling Center, the Loyola Bookstore, and Loyola Dining Services with the intention of fostering an inclusive and welcoming campus, meaningful student experiences rooted in the Jesuit, Catholic tradition, and promoting collaborative and respectful relationships, both internal and external to campus.

Updated Text – Approved by BOT on March 25, 2022 and June 27, 2025

### **3. Vice President for Finance and Chief Financial Officer**

The Vice President for Finance and Chief Financial Officer is responsible for the executive leadership and oversight of Financial Affairs, the university's operating budget and restricted accounts, as well as partnering with the Endowment Subcommittee of the Board of Trustees on the administration of the endowment. In consideration of shared governance principles, the Chief Financial Officer will consult with the Provost in matters affecting faculty and academics.

### **4. Vice President of University Advancement**

The Vice President of University Advancement is responsible for the organization, initiation, implementation, and coordination of policies and programs concerning all aspects of the advancement process including, but not limited to, the areas of fund raising, public relations, alumni engagement, and public and private grant support.

University Advancement works to improve Alumni Relations through the creation of volunteer and philanthropic opportunities for Loyola's 50,000+ alumni. Additionally, University Advancement stewards generous gifts to the institution through annual reporting on the finances and expenditures of significant current use gifts and endowment interest drawdowns. University Advancement manages all university efforts to raise funds through private and public funders, including federal and state support.

These efforts are directed to the advancement of deeper understanding, greater service and more generous voluntary financial support for the University.

### **5. Vice President for Mission and Identity**

The Vice President for Mission and Identity is dedicated to supporting and fostering Loyola's Jesuit and Catholic mission at the University level. This position is an advisor to the President and supports faculty and staff in promoting Jesuit, Catholic mission and identity throughout the University. This is done in consultation with University administrators, faculty, and staff utilizing best practices. This position will initiate, facilitate, foster, and assess the impact of the University's mission and identity efforts to enhance student, faculty, and staff knowledge and support of the University's mission and identity in conjunction with departments and organizations across the University.

### **6. Vice President, General Counsel, and Director of Government Affairs**

The Vice President, General Counsel and Director of Government Affairs provides legal advice and support to the Board of Trustees, President, senior leadership, administrators, faculty, and staff. This position serves on key university teams and committees related to risk, safety, and policy creation as well as serves as the designee to higher education associations. Human Resources reports to the Vice President, General Counsel and Director of Government Affairs. Additionally, the Vice President, General Counsel and Director of Government Affairs will serve as liaison with federal, local and state governmental agencies for the coordination of University activities and

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outreach to government, elected officials, and other relevant entities or agencies that deal with the University. The Vice President, General Counsel and Director of Government Affairs takes the lead on advising the President on any relevant appointments to state and municipal public bodies. The Vice President, General Counsel and Director of Government Affairs directs all legal matters, including those that involve external legal counsel, and any government engagement efforts by the university. As a trusted advisor and strategic business partner, this key role provides sound guidance on legal issues and on the legal aspects of business, public policy, statutory and regulatory compliance, real estate, construction and other matters affecting the university and higher education as a whole, including assisting with fostering key business or government relationships critical to university needs. Many issues, such as academic freedom, sponsored research, shared governance, and student rights and obligations, are unique to the academic environment and add complexity to the more traditional and predictable legal and business issues encountered by any complex organization and the University's policy on these issues reflect shared governance principles and a collaborative process recognizing the role of the Provost and faculty committees in developing these policies.

## **7. Vice President of Marketing and Communications**

The Vice President for Marketing and Communications will manage and lead the Department of Marketing and Communications and act as the chief communication strategist for the university. The Vice President for Marketing and Communications will be responsible for setting direction; establishing a compelling and consistent university narrative and brand profile; and managing the implementation of all proactive and reactive communications and marketing efforts. The Vice President for Marketing and Communications will support presidential-level communications, as well as University Advancement and enrollment-related needs, in addition to the overall University communication portfolio.

## **CHAPTER THREE**

### **UNIVERSITY ACADEMIC STRUCTURE**

#### **A. Academic Units**

The principal academic units of the University are its Colleges. A College is an administrative unit of the University consisting of the Dean, the faculty and the students registered therein. The following Colleges are now established:

College of Arts and Sciences  
College of Business  
College of Nursing and Health  
College of Music and Media  
College of Law  
City College  
University Library

Hereafter, the word College will be used in reference to the Colleges.

#### **B. Deans**

The principal administrator of a College is a Dean. The Dean exerts leadership in the pursuit of the objectives of the College and collaborates where appropriate with the faculty of the College and with student representatives.

The Dean of the College is appointed by the Provost and Senior Vice President for Academic Affairs after consultation with the faculty of the College. The approval of the President is needed for all decanal appointments. Each College shall have by-laws or procedures for identifying and nominating qualified persons for this office; the Provost and Senior Vice President for Academic Affairs shall follow these procedures. Specifically, the Dean shall make recommendations and have responsibility for all matters of faculty status for faculty in the College, shall make faculty teaching assignments,<sup>1</sup> shall make determinations concerning the academic status of students, shall prepare the budget for the College and shall represent the College in consultations with administrators of the University.

Within the framework of University policies and procedures, the Dean has a primary responsibility for the administration, well-being and development of the College, its faculty, courses of study and diverse activity. The Dean is responsible for the interpretation and implementation of the academic regulations of the College. The Dean of the College may be assisted in the duties of his office by Associate and Assistant Deans of colleges, appointed by the Dean, with the approval of

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<sup>1</sup> The definition of the term “teaching assignments” is given at Chapter VII, Section D of this handbook.

the Provost and Senior Vice President for Academic Affairs; they perform such duties and exercise such authority as may be delegated to them by the Dean.

### **C. College Administrative Structure**

The specific organization and regulation for each College faculty and each department are determined by the by-laws of the respective College or Department as approved by the Provost and Senior Vice President for Academic Affairs.

Updated Text – Approved by BOT on May 19, 2011 and March 9, 2018

Updated Text – non-substantive changes – July 2016

Updated Text – Approved by BOT on March 25, 2022

## CHAPTER FOUR

### THE ORDINARY FACULTY

The Ordinary Faculty are those faculty members who are tenured and those whose time in rank accrues to tenure. Each non-tenured member of the Ordinary Faculty is considered to be on probation.

The Ordinary Faculty devote their main effort to teaching and scholarly activity and have full-time appointments to one of the four academic ranks of Instructor, Assistant Professor, Associate Professor or Professor.

The President, Provost and Senior Vice President for Academic Affairs ("SVP", and all Deans of Colleges have Ordinary Faculty status *ex officio*. The Provost and SVP for Academic Affairs and the Deans are expected to teach on a regular basis when consistent with assigned workload and other responsibilities.

Other University executives, officials and officers may be granted full-time nontenure line faculty rank on the recommendation of the faculty of the appropriate Department or College, seconded by the Dean and ratified by the Provost and SVP for Academic Affairs.

Persons who are appointed to posts as University executives, officials or officers and who hold Ordinary Faculty status at the time of their appointment become temporary members of the full-time nontenure line faculty (except those previously noted). They do not retain tenure unless this is specifically stated in their letters of appointment; nor does the time during which their main duty is not teaching and research count towards the acquisition of faculty tenure.

#### **A. Norms for Appointment and Advancement**

The norms for appointment and advancement fall into three general areas: teaching, research and publication, and community service. Final determination<sup>1</sup> of the rank received on first appointment to the full-time faculty will be made by the Provost and SVP for Academic Affairs on the recommendation of the Dean and the appropriate faculty body as determined by the by-laws of the College and will be determined by the criteria listed below.

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<sup>1</sup> In the College of Law, determination of the rank to be offered on first appointment, and of whether or not an appointment shall be made with immediate tenure, will be made by the College of Law Rank and Tenure Committee and will be determined by the criteria listed in this chapter. This determination shall be subject to approval of the Provost and SVP for Academic Affairs. The Dean of the College of Law shall forward to the Provost and SVP for Academic Affairs his or her opinion independent of the determination made by the College of Law Rank and Tenure Committee.

## **1. Instructor**

Ordinarily, Instructor is the beginning rank for those faculty members who do not hold the terminal degree or its equivalent.

Appointment to the rank of Instructor ordinarily presupposes the following qualifications:

- a.* possession of adequate training and preparation as evidenced by degrees earned and by educational and/or professional experience;
- b.* proved or presumed teaching ability;
- c.* the potential of progress toward Assistant Professorship according to the ordinary norms; and
- d.* those qualities of character and personality expected in a teacher and director of students.

The appointment is for one year and may not be renewed more than three times. Failure to qualify for promotion to the rank of Assistant Professor in the third year of service constitutes notice of termination. If promotion occurs during the fourth year of service, another contract may be offered.

## **2. Assistant Professor**

Ordinarily, Assistant Professor is the beginning rank for those faculty members who have the terminal degree or its equivalent, or in certain fields the appropriate professional degree, license, and/or experience. Appointment to this rank presupposes evidence of the possession of those qualities of character, personality and competence expected in a teacher and advisor of students, and evidence of ability for scholarship and research.

An Instructor, upon receiving the terminal degree, shall be eligible for appointment to the rank of Assistant Professor according to the following norms:

- a.* demonstration of competence as a teacher and advisor of students;
- b.* evidence of ability for scholarship and research;
- c.* evidence of satisfactory performance of University responsibilities.

## **3. Associate Professor**

Ordinarily, an Assistant Professor who has completed at least three academic years<sup>2</sup> of service at this University or one of equal standing, and who possesses a terminal degree,

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<sup>2</sup> In the College of Law, an Assistant Professor must have completed two years of service to merit consideration in the third year for promotion in the fourth year. Previous experience, either on a law faculty or in other significant professional positions, may sometimes be counted in shortening the period.

merits consideration in the fourth year for promotion to the rank of Associate Professor in the fifth year. Candidates for promotion shall excel in the following qualities:

**a. teaching:**

commitment to fostering an open, respectful, supportive, accessible, and inclusive community of learners that emphasizes critical thinking; high standing among colleagues and students in classroom performance, as evidenced by (but not limited to) student and peer evaluations based on personal observations; clear evidence of excellence in instruction, which includes equitable and inclusive engagement with learners in direct experience and focused reflection in order to increase knowledge, develop skills, clarify values, and develop people's capacity to contribute to their communities; the exercise of sound scholarly judgment regarding what is and what is not academically appropriate for inclusion in a particular course of study; creation of new courses, original either in subject matter or in methodology . It may involve the adoption of new methods of teaching; the creation of new and original teaching devices; the inclusion of a community engagement component; incorporation of artificial intelligence or informational technology in instruction; as well as a reasoned preference for and adoption of traditional methods of pedagogy.

**b. scholarship:**

active scholarship as evidenced by (but not limited to): books or monographs of scholarly research or creative writing; articles in recognized learned journals; papers read to learned societies; papers presented to the Loyola University New Orleans community; products of community engaged scholarship; in certain fields such as art, drama, music, etc., artistic creations, compositions and performances; in law, briefs on the appellate level; and in business, case studies and government publications. Evidence of active scholarship in cognate disciplines also should be considered.

**c. community service:**

service to the community as evidenced by (but not limited to):

service activity that creates and enhances the pathways to success and inclusion for underrepresented students;

contributions to the general welfare of the students through steady and sound academic advising, and through service to student organizations and activities;

contributions to the general welfare of the department, College or University, primarily through work on committees;

contributions to the religious development of students, faculty, staff and alumni through spiritual counseling, retreats, liturgies and other forms of ministry;

contributions to the general welfare of the profession;

examples of community engagement; or service to the community at large, when such aid is meaningfully related to the accomplishment of Loyola University New Orleans' goals,

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or furthers professional academic pursuits.

#### **4. Professor**

A member of the faculty who has rendered distinctive and outstanding service in an academic area and to a College may be considered for the rank of Professor. Promotion to this rank is not a recognition of seniority but of distinction in teaching, scholarship and service. Consideration for promotion to the rank of Professor may be given to persons who possess the following qualifications:

- a.** ordinarily a minimum experience of five years<sup>3</sup> in the rank of Associate Professor at this University or one of equal standing;
- b.** distinguished fulfillment of the requirements of the lower academic ranks;
- c.** significant contribution to the purposes of the University through outstanding success in teaching, continuing achievement in scholarly activities, and sustained accomplishments in community service.

#### **5. University Professor**

University Professor is a rank that may be awarded in extraordinary circumstances to honor a Loyola Professor who is highly distinguished in his or her profession. It falls directly under the jurisdiction of the Provost and SVP for Academic Affairs, and does not affect the salary pool of any college<sup>4</sup>. This rank shall be permanent for any ordinary faculty member who has served at Loyola, as long as the recipient is employed fulltime by the University. The qualifications for appointment to this rank should parallel those for promotion to the rank of Professor (see Chapter 4, Section A Part 4), but with greater distinction. All three areas (teaching, research, and service) must be considered; excellence in a single category is not sufficient for appointment to this rank.

A University Professor may be nominated from time to time by the Provost and SVP for Academic Affairs in consultation with the Dean and affiliated department(s). A letter of nomination from the Provost, a letter from the candidate, his or her *curriculum vitae*, and letters of support from the Dean and department(s) will then be forwarded to the University Rank and Tenure Committee for consideration. The final decision will be made, with the advice and consent of the University Rank and Tenure Committee, by the President.

A University Professor may offer courses in any College with the approval of the Dean and departmental faculty of the College concerned.

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<sup>3</sup> In the College of Law, the minimum is two years; normal practice is three years.

<sup>4</sup> If a department line should be used for a University Professorship and the line is withdrawn from the department, the department would be credited with a reimbursed tenure-track line.

## **B. *Application of the Norms for Advancement in Rank***

The application of these norms to an individual is a matter of collective judgment of his or her peers. No one person needs to excel equally in each norm; rather the relative weights accorded the norms may vary depending upon the qualities of the person, the nature of the field, the needs of the department and College, and the goals of the University.

Norms can only serve as guidelines for what will always remain fallible human judgment. It is expected that those responsible for making such judgments will exercise prudence in evaluating the suitability of the faculty member as a professional colleague, the promise of making a long-term contribution to the academic field and his or her ability to move the University toward its goals and educational ideals.

## **C. *Exceptions to the Norms for Advancement in Rank***

All exceptions are determined through evaluation by the College Committee on Rank and Tenure.

1. To the requirement of the terminal degree the individual must show:
  - a.** a distinguished record of service in one of the arts or professions;
  - or
  - b.** the practical impossibility of attaining the highest degree.
2. To the requirement of formal research and publications:
  - a.** with reference to the requirements for advancement to the rank of Associate Professor, the individual must show:
    - i.** the existence of valid reasons for not engaging in formal research and publication; and
    - ii.** evidence of scholarly development in one's professional field; and
    - iii.** evidence of extraordinary competence in teaching; and
    - iv.** possession of those qualities of character and personality expected in permanent faculty members.
  - b.** with reference to the requirements for advancement to the rank of Professor, the following conditions may in rare cases be substituted for the norms:
    - i.** twenty years of distinguished service as a teacher, counselor and director of students at a recognized college or university; and

- ii. extraordinary competence as a teacher and advisor of students;  
and
- iii. general recognition as a master in his or her field.

**D. *Procedures for New Appointments to the Ordinary Faculty***

The appropriate Dean obtains advance approval from the Provost and SVP for Academic Affairs for an academic position. At the same time, a salary range and a recruiting budget are agreed upon.

It is the right and responsibility of appropriate members of the Ordinary Faculty, as determined by the College, to identify, recruit, interview and recommend new faculty appointments. Extraordinary circumstances may set limits to the realization of faculty determination in these matters.

It is a University obligation to assure that University policies on Affirmative Action/Equal Employment Opportunity be fulfilled through established procedures.

All formal offers of employment shall be in writing. The Dean may be authorized by the Provost and SVP for Academic Affairs to enter into preliminary negotiations concerning offers and commitments to a prospective faculty member. The Provost and SVP for Academic Affairs is the sole appointing authority who makes an offer, which, when accepted, constitutes the contract.

**E. *Procedures for Promotion in Rank***

It is the responsibility of each faculty member to apply for promotion in rank. If the faculty member feels that special circumstances warrant consideration for promotion earlier than the normal time of first eligibility, he or she may elect to apply to the College

Rank and Tenure Committee for promotion in an earlier year. The denial of promotion in an earlier year shall not prejudice the member's candidacy for promotion in a subsequent year.

Ordinarily promotions to Assistant Professor are made by the Provost and SVP for Academic Affairs following consultation with the Dean of the appropriate College according to the norms given in this Chapter, Section A-2. The Dean will consult with the departmental chairperson, area coordinator or faculty for advice concerning these promotions.

Promotion decisions to Associate Professor and Professor are made after the College Rank and Tenure Committee has completed its review and made its recommendations.

Each year on or before March 1, the Provost and SVP for Academic Affairs notifies the several Deans of those faculty members who are first eligible<sup>5</sup> for consideration for

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<sup>5</sup> In the College of Law normal practice is for the Associate Professor to be first eligible for consideration for promotion  
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promotion in the following academic year. Ordinarily, Assistant Professors are expected to have at least three years of service and Associate Professors five years of service in rank at this University, or one of equal standing, to be considered first eligible.<sup>6</sup>

The Dean will give the faculty members immediate notice concerning the beginning of the promotion review process. Each Dean shall give the faculty members (1) written notice that they are eligible to be considered for promotion; (2) any existing university, college or department criteria for promotion; and (3) information concerning the promotion evaluation process. This notification shall afford the faculty member time to prepare materials relevant to adequate consideration of his or her qualifications. This notification shall be sufficiently in advance to afford the faculty member time to prepare materials relevant to adequate consideration of his or her qualifications. Materials shall be submitted to the College Rank and Tenure Committee on or before November 1. In the College of Arts and Sciences, the tenured members of the department or school will review these and other relevant materials and submit their recommendation to the College Rank and Tenure Committee.

All materials submitted to the College Rank and Tenure Committee and all deliberations of the Committee shall be kept confidential.

The College Rank and Tenure Committees will begin review on or before November 1 of each year. Each College Rank and Tenure Committee shall have the discretion to solicit other information that it deems pertinent to adequate consideration of the case under review. Following thorough review of all information, the College Rank and Tenure Committee will send its recommendation and its rationale in writing and the entire written record to the Dean and the candidate for promotion on or before January 1.<sup>7</sup> In the case of a negative recommendation by the College Rank and Tenure Committee, the candidate may, within ten business days from the time written notice of the recommendation is sent to the candidate, submit a written request for reconsideration with reasons and supporting documents as appropriate. If the candidate requests reconsideration, the College Rank and Tenure Committee must complete its consideration of the petition for reconsideration and submit its written report to the Dean and the candidate within ten business days from the date the request for reconsideration is sent. On or before February 15, the Dean appends his or her recommendations and sends both to the SVP for Academic Affairs. If all three, namely, the College Rank and Tenure Committee, the Dean, and the SVP for Academic Affairs after consultation with the President, agree, the case is settled and the candidate for promotion shall be so informed in writing by the SVP for Academic Affairs, no later than April 1. In the case where one or more of the parties votes against granting promotion, the promotion is denied, and the candidate shall be so informed in writing by the SVP for Academic Affairs, no later than April 1. The candidate for promotion shall submit a written appeal setting forth the reasons for the appeal to the University Rank and Tenure

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to professor after completing three years of service in rank; two years of service in rank is the minimum in exceptional cases.

<sup>6</sup> Academic and sabbatical leave periods at Loyola University shall be accepted as qualified service for promotion.

<sup>7</sup> For the College of Law, on or before March 15.

Committee by May 1. The University Rank and Tenure Committee shall consider the case in its entirety and forward its recommendation and rationale in writing to the President, to the candidate, to the Dean, to the College Rank and Tenure Committee and to the Provost and SVP for Academic Affairs by June 30. The President determines the matter; unless the President has compelling reasons, he will follow the recommendation of the University Rank and Tenure Committee.

In the event the President does not concur with the recommendation of the University Rank and Tenure Committee, he will give the candidate, the University Rank and Tenure Committee, the College Rank and Tenure Committee, the Dean, and the Provost and SVP for Academic Affairs his reasons in writing by July 31. At any stage of the process prior to the final recommendation of the University Rank and Tenure Committee reaching the President, the candidate may supplement the record.

***F. Effective Date of Promotion***

The effective date of an approved promotion will be the first day of the subsequent Academic Year. Promotion salary increases will be effective at the same time.

***G. Annual Review of Non-Tenured Faculty***

Each non-tenured member of the Ordinary Faculty is considered to be on probation. All such faculty shall receive an annual written evaluation from the Dean of the appropriate College. This evaluation shall cover the strengths and weaknesses of the faculty member toward fulfillment of those professional responsibilities as outlined in Chapter 7.

***H. Procedures for Review of Non-Renewal of Probationary Appointments***

If a faculty member alleges that a decision against his or her renewal was based on inadequate consideration, he or she may request in writing a review by the University

Conciliation Committee. The Committee will review the allegation and determine whether the decision was the result of inadequate consideration in terms of relevant standards of the University. If the University Conciliation Committee finds that adequate consideration was not given to the faculty member's qualifications, it will request reconsideration, indicating the respects in which it believes that initial consideration may have been inadequate. It will provide copies of its findings to the faculty member, the President, and any other administrative officer or faculty body that made the decision. The University Conciliation Committee will not substitute its judgment for that of those responsible for the decision, but will restrict its concern to the question of adequate consideration.

If a faculty member on probationary, or other non-tenured, appointment alleges that a decision not to reappoint him or her was based significantly on considerations violative of (1) academic freedom or (2) policies on making reappointments without discrimination with respect to race, color, religion, sex, disability, age or national origin, the allegation will be given preliminary consideration by the University Conciliation Committee, which will seek to settle the matter by informal methods. The allegation shall be accompanied by a signed statement from the faculty member agreeing to the presentation of such reasons

and evidence as the University may allege in support of its decision.

If the University Conciliation Committee finds that the faculty member has established a *prima facie* case, it will refer matters of academic freedom to the University Rank and Tenure Committee and matters of discrimination to the Faculty Discrimination and Harassment Grievance Committee. In either case, the procedures set forth in Chapter 9, Section C-4 shall be observed. It is incumbent upon those who made the decision not to reappoint to come forward with reasons in support of that decision.

## CHAPTER FIVE

### TENURE

Tenure means that the faculty member has become a full and permanent member of the academic body of the University. So long lasting are the effects of the granting of tenure that the fact of promotion over a period of five to six years does not merit tenure. A distinct evaluation and separate affirmative administrative decision must be made concerning the granting of tenure in the University. It is the responsibility of the faculty member to apply for tenure when he or she is first eligible.

In exceptional cases, tenure may be granted by the Provost and SVP for Academic Affairs on first appointment to a faculty member who has held the rank of Associate Professor or Professor at a college or university of equal standing. Before tenure is granted to such a faculty member, the Provost and SVP for Academic Affairs should verify by recommendation from the Dean and the appropriate faculty body as determined by the by-laws of each College, that the individual has satisfied the criteria for tenure that would apply for service at Loyola University.

Each faculty member shall be notified of the tenure decision in his or her case prior to the end of the sixth year of qualified service as Ordinary Faculty. Qualified service includes service as Ordinary Faculty at Loyola University combined with service as Ordinary Faculty at institutions of equal standing, when such service has been accepted as applicable to tenure at Loyola University. Normally, Loyola University accepts a maximum of three years of service from other institutions. Leave periods shall not be counted as qualified service for tenure unless this is stated in writing, but they do not interrupt the continuity of probation for tenure.

#### ***A. Norms for Granting Tenure***

The two fundamental considerations involved in the decision to grant tenure are the qualifications of the faculty member and the needs of the University.

The qualifications of the applicant include: educational background; performance as a teacher; research; publications; and contributions to students, department or College, the University, the profession and the community at large. The relative weight given to each factor will vary, but each must be considered. Ordinarily those faculty members who satisfy the criteria for promotion to the rank of Associate Professor, and who show convincing promise that such achievement will continue, qualify for tenure. This does not preclude the awarding of tenure to Assistant Professors in exceptional cases.

The other fundamental consideration in the granting of tenure must be the long-term needs of the University. An individual who qualifies will be granted tenure if his or her services are, and probably will continue to be, needed by the University, and if his or her tenure grant is in accord with the financial priorities of the University. Tenure appointments should be consistent with the academic plans of the College or department.

## ***B. Procedure for Deciding Tenure***

Each year, on or before March 1, the Provost and SVP for Academic Affairs shall notify the several Deans of those faculty members who are to be considered for tenure decisions in the following academic year. Each Dean will immediately give the faculty members (1) written notice that they are to be considered for tenure in the following academic year; (2) any existing university, college or department criteria for tenure; and (3) information concerning the tenure evaluation process. This notification shall afford the faculty member time to prepare materials relevant to adequate consideration of his or her qualifications. In the College of Arts and Sciences, the tenured members of the department or school shall review these and other relevant materials prior to November 1, and submit their recommendation and their rationale in writing to the College Rank and Tenure Committee, to the Dean, and to the candidate for tenure by November 1. It is the responsibility of the faculty member or his/her departmental representative to submit all such materials to the college Rank and Tenure Committee on or before November 1. The College Rank and Tenure Committee shall notify the candidate upon receipt of materials.

A faculty member may elect to apply for tenure in an earlier year, in accordance with the provisions set forth in this section. Applicants for early tenure must meet the requirements for tenure, as informed by the respective colleges and disciplines. The denial of tenure in an earlier year shall not prejudice a faculty member's case for tenure in a subsequent year. Applicants for tenure or early tenure must present work or accomplishments produced while at Loyola, since if they are relying only on work produced at prior institutions they would have been expected to receive tenure upon appointment.

The primary evaluation of an applicant for tenure is made by the College Rank and Tenure Committee. This Committee will restrict its considerations to the qualifications of the applicant. This Committee's recommendation is given the greatest weight in the final decision. The College Rank and Tenure Committee shall meet to discuss and vote on each case. Votes on tenure decisions shall be taken by secret ballot at a meeting at which discussion of the candidate is held. To achieve a recommendation for tenure, a majority of the College Rank and Tenure Committee must vote in favor of awarding tenure. Failure to secure such a favorable recommendation does not prejudice a reconsideration of the case at the discretion of the College Rank and Tenure Committee.

All deliberations within the Committee shall be kept confidential.

The College Rank and Tenure Committee will begin review on or before November 1 of each year. Each College Rank and Tenure Committee shall have the discretion to solicit other information that it deems pertinent to adequate consideration of the cases under review. Following thorough review of all information, the College Rank and Tenure Committee will send its recommendation and its rationale in writing and the entire written record to the Dean and the candidate for tenure on or before January 1.

In the case of a negative recommendation by the College Rank and Tenure Committee, the candidate may, within ten business days from the time written notice of the recommendation is sent to the candidate, submit a written request for reconsideration with

reasons and supporting documents as appropriate. If the candidate requests reconsideration, the College Rank and Tenure Committee must complete its consideration of the petition for reconsideration and submit its written report to the Dean and the candidate within ten business days from the date the request for reconsideration is sent. On or before February 15, the Dean appends his or her recommendation and his or her rationale in writing and sends the entire written record to the SVP for Academic Affairs, to the candidate for tenure and to the College Rank and Tenure Committee.

If the College Rank and Tenure Committee, the Dean, and the Provost and SVP for Academic Affairs, after consultation with the President, agree, the case is settled and the candidate for tenure shall be so informed in writing by the Provost and SVP for Academic Affairs, no later than April 1. If tenure is granted, the faculty member's contract for the next academic year constitutes a first tenure contract. In the case where one or more of the parties votes against granting tenure, tenure is denied, and the candidate shall be so informed in writing by the Provost and SVP for Academic Affairs, no later than April 1.

The faculty member may appeal this decision to the University Rank and Tenure Committee by filing a written notice of intent to appeal to the Provost and SVP for Academic Affairs within ten business days from the time the Provost and SVP for Academic Affairs notifies the candidate that tenure is denied. On receipt of the notice of intent to appeal, the Provost and SVP for Academic Affairs will then forward the notice of appeal and the entire record to the University Rank and Tenure Committee. The candidate for tenure shall submit a written appeal setting forth the reasons for the appeal to the University Rank and Tenure Committee by May 1.

The University Rank and Tenure Committee shall consider the case in its entirety and forward its recommendation and rationale in writing to the President, to the candidate, to the Dean, to the College Rank and Tenure Committee and to the Provost and SVP for Academic Affairs by June 30. The President adjudicates the matter; unless the President has compelling reasons, he will follow the recommendation of the University Rank and Tenure Committee.

In the event the President does not concur with the recommendation of the University Rank and Tenure Committee, he will give the candidate, the University Rank and Tenure Committee, the College Rank and Tenure Committee, the Dean, and the Provost and SVP for Academic Affairs his reasons in writing by July 31. At any stage of the process prior to the final recommendation of the URTC reaching the President, the candidate may supplement the record.

## 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 SVP for Academic Affairs. At least two copies will be executed, one for the faculty member, and one for the Provost and SVP 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 or school directors 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 six 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 six 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.

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 SVP 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 SVP 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.

### **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.

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<sup>1</sup> This does not apply to the administrative officers of the President, the Provost and SVP 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.

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 SVP 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 SVP 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 SVP 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**

**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 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 SVP 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 SVP for Academic Affairs within thirty calendar days after the deadline for accepting applications.

**f.** The Provost and SVP 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 SVP 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 SVP for Academic Affairs, and the Dean, 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 SVP 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 SVP 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 SVP for Academic Affairs to waive this requirement on the basis of an alleged emergency, but the faculty member should conform to the decision.

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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.

## **I. *Emeritus Status***

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.
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 SVP for Academic Affairs prior to February 15. If all three, namely, the College Rank and Tenure Committee, the Dean, and the SVP 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.

## CHAPTER SEVEN

### PROFESSIONAL RESPONSIBILITIES OF ORDINARY FACULTY

#### ***A. Support of Institutional Goals***

Each faculty member should support the institutional goals of Loyola University New Orleans. The way of supporting these goals will vary according to each one's faith and conscience. Each faculty member has the right to hold and express personal religious beliefs though these may differ from Catholic doctrine. However, it would be a violation of one's professional dignity and integrity to join the Loyola faculty and then in the classroom or while engaged in other University activities deride the beliefs of any faith and especially the Catholic Church. This does not inhibit the scholarly and relevant criticism of Catholic organizations, leaders, activities, and particular theological opinions.

#### ***B. Protection of Rights***

Each faculty member is enjoined to protect the rights to which every other member of the University community is justly entitled.

All members of the University community have the right to expect University action prohibiting on-campus activities of students, faculty and/or administrators which would interfere with the exercise of their civil rights and/or the performance of their duties and responsibilities.

Membership in the academic community imposes on faculty members, students, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage University facilities or disrupt the classes of one's colleagues.

Students are entitled to an atmosphere conducive to learning and to equitable treatment in all aspects of the teacher-student relationship. Faculty members may not refuse to enroll or teach students on the grounds of their beliefs or the possible uses to which they may put the knowledge to be gained in a course. No student should be forced by the authority inherent in the instructional role to make particular personal choices as to political action or his or her own part in society. Evaluation of students and the award of credit must be based on academic performance professionally judged and not on matters irrelevant to that performance, whether personality, race, religion, degree of political activism, or personal beliefs.

#### ***C. Specific Professional Responsibilities***

The specific professional responsibilities of a faculty member fall into three categories: teaching, research and publication, and community service.

## **1. Teaching Responsibilities**

Each faculty member shall pursue excellence in the preparation for and performance of teaching duties.<sup>1</sup> It is subject mastery and personal scholarship which entitle a faculty member to freedom in classroom presentation of professional subject matter. Thus, it is improper for an instructor persistently to intrude material which has no relation to a subject, or to fail to present subject matter of a course as announced to students and as approved by the faculty in their collective responsibility for the curriculum.

Each faculty member shall observe duly promulgated regulations concerning such matters as the cancellation of scheduled classes, examinations, grades, current syllabi, teaching assignments, contact hours, full-time employment, and assessment and development of the curriculum.

Each faculty member shall be responsible for the timely preparation and grading of student examinations, as well as directing and carefully evaluating student assignments within a reasonable time.

## **2. Publication and Research Responsibilities**

Each faculty member shall engage in research and develop personal scholarship.<sup>2</sup> These activities should, however, reinforce and vitalize teaching; they should not supercede or exclude it.

Each faculty member shall maintain an active scholarly interest in his or her professional field in order to stimulate and challenge students in the classroom. This scholarly interest may be evidenced by such activities as attendance at professional conferences, reviews of professional literature and other professionally related activities.

## **3. Community Service Responsibilities**

Each faculty member shall be expected to contribute to the general welfare of the community as well as the University through such activities as working on committees, serving as advisor for student organizations, active involvement in civic and cultural life, cooperation in student recruitment, and active participation in professional societies.

Each faculty member shall be responsible for regular academic advising and guidance of students, shall maintain scheduled office hours, and shall be familiar with academic regulations and the curriculum of his or her College. Each faculty member should refer students when appropriate to University service agencies (e.g., University Ministry, Student Health Service, Counseling and Career Services, Academic Resource Center, etc.)

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<sup>1</sup> Evidence of excellence in teaching is addressed in Chapter 4, Section A3a.

<sup>2</sup> Examples of scholarship are listed in Chapter 4, Section A3b.

#### **D. *Faculty Teaching Assignments***

Faculty teaching assignments are the responsibility of the Dean. Normally, the Dean will accept the recommendation of the faculty members in the concerned area.<sup>3</sup> In those colleges in which there are departmental or area chairpersons, they shall make teaching assignments with the approval of the Dean. Faculty teaching assignments may include classes in another College of the University.

#### **E. *Faculty Teaching Load***

Twelve credit hours per semester is the maximum teaching load for the Ordinary Faculty.<sup>4</sup> For a faculty member who is involved in laboratory classes, the load is limited to a maximum of fifteen contact hours per week. A twelve credit hour teaching load will involve no more than three lecture course preparations.

The twelve credit hour teaching load is reduced for departmental and area chairpersons in consideration for the added administrative duties attached to these positions, and also for faculty members who teach graduate courses or who have new course preparations. The twelve credit hour load is similarly reduced for those faculty members who can adequately document to the departmental chairperson and the Dean their regular involvement in the specific faculty responsibilities identified in Chapter 7, Sections C-2 and C-3, in accordance with the specific College criteria and procedures for reductions in teaching load.

Experience indicates the impossibility of formulation of a mathematical norm for comparison of the service to the University expected of each faculty member. The individual faculty member may have several quite different duties, some of which may vary strikingly at different times during the year. It is important, therefore, that individual workloads be determined by, or in consultation with, the department or other academic unit most familiar with the demands involved. Those responsible should be allowed a measure of latitude in making individual assignments, but care should be taken that all of the individual's services to the University are considered.

The following common sources of inequity in the distribution of faculty workloads should be considered by the Dean, administrators, and faculty in determining individual faculty workloads:

1. The number of different course preparations should be considered as well as the total class hours per week.
2. Special adjustments may be appropriate for the faculty member introducing a new

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<sup>3</sup> The term "teaching assignment" as used in this Handbook refers to the number of contact hours, specific course offerings, and the scheduling of classes, including the location and the time of class offerings. This term does not include determination of course content which is the right and responsibility of the Ordinary Faculty.

<sup>4</sup> In the College of Law, it is the policy that the faculty member will normally teach two courses each semester. Occasionally, one course is to be repeated; when this occurs, the faculty member shall teach not more than eight scheduled class hours per week except at the faculty member's request.

course or substantially revising an older course. This is a matter of institutional self-interest as well as equity; if the new course has been approved as likely to strengthen the University's program, all appropriate measures should be taken to ensure its success.

3. Extreme differences in scope and difficulty between some courses is obvious. Imbalances may occur not only between courses in different disciplines but also within the same discipline. In some subjects the advanced course is the more demanding; in others, the introductory course. One course may entail constant student consultation; another may entail a heavy burden of paperwork. At least the more obvious discrepancies should be corrected.

4. The size of the classes taught should also be considered. The larger class is not always more demanding than the smaller class, but it does not follow that the question of class size can safely be ignored. There will be many generally comparable courses and for these the difficulty will probably be directly proportional to the number of students involved.

5. A certain level of scholarship is required of all faculty members; however, a distinction must be made between research in direct support of classroom teaching and original, exploratory work in some special field of interest. It is expected that some but not all faculty members will engage in formal research and scholarship. Research efforts for general course preparation do not warrant workload reduction; however, it is University policy to adjust workloads to permit faculty members to pursue formal research. It is doubtful that a continuing effort in original inquiry can be maintained by a faculty member carrying a teaching load of more than nine hours.

6. Although faculty members expect to advise students, serve on committees, participate in professional societies, and fulfill certain administrative duties, a heavy commitment in any one of these areas, or service in many of these areas at once, will impair the effectiveness of the faculty member as a teacher and scholar. A reduction in workload is manifestly in order when the University wishes to draw heavily on the services of an individual in this way, or when with its approval he or she is engaged in community or government service. The faculty unit responsible for individual assignments should take all such additional services into full consideration.

#### ***F. Responsibilities of Faculty Status***

Faculty members should not lend the name of the University to any advertising material designed to further the sale or commercial use of any product without the express approval of the President. An exception is a scholarly work such as a book, manuscript, publication or other academically related item.<sup>5</sup>

The University faculty member is a citizen and a member of a learned profession. When speaking or writing as a private citizen, each faculty member is free from institutional censorship, and will not be disciplined for public utterances. However, each faculty member should remember that the public may judge the University and his or her profession by these public utterances. Hence, faculty members should attempt to be

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<sup>5</sup> The University Copyright and Patent Policy is Appendix B.

consistently accurate, should exercise appropriate restraint, and should show respect for the opinions and rights of others. When expressing a personal belief or opinion, a faculty member or administrative officer may identify himself as such, but he should at all times make it clear, whenever circumstances might indicate otherwise, that he is speaking in his own name and not in the name of the University.

None of the above should be interpreted to mean that there is any prohibition on political activity. On the contrary, faculty members have every right to fulfill their roles as citizens, including campaigning for and holding of public office. However, if in the judgment of the President these activities interfere with the performance of full-time duties, the faculty member may be required to take a leave of absence without pay.

## CHAPTER EIGHT

### PROFESSIONAL RIGHTS OF THE FACULTY

#### ***A. Individual Rights of the Faculty***

Each faculty member has the right of free inquiry and exchange of ideas in teaching and scholarly pursuits.

Each faculty member has the right to present subject matter in the manner he or she deems most suitable, as well as the right to present controversial material relevant to a course of instruction.

Each faculty member has the right to the enjoyment of constitutionally protected freedoms of action and expression, and the right to dissent, without jeopardizing his or her livelihood.

Each faculty member has the right to be judged by his or her colleagues, as well as by the administration, in accordance with clear criteria and fair procedures in matters of promotion, tenure and discipline.

In matters of discipline, complaints must be written and signed. No University committee or administrator hearing a case concerning a complaint against a faculty member or considering disciplinary action against a faculty member will receive any letter or document concerning that faculty member without so informing him or her. The faculty member will have immediate access to such documents and may present the committee or administrator with other information in response.

If a verbal complaint, lodged against a faculty member to an administrator, is judged by the administrator to be serious in nature, the administrator hearing that complaint shall make every reasonable effort to schedule a meeting as soon as possible with the affected faculty member to discuss the matter in personal conference.

The University understands that Jesuit faculty members are appointed to service at Loyola University New Orleans by their religious superiors, specifically the Provincial of the New Orleans Province of the Society of Jesus. While the University binds itself to treat Jesuit faculty members according to the norms specified in this *Faculty Handbook*, it recognizes the prerogative of the Provincial to assign a Jesuit to duties in a location other than Loyola.

#### ***B. Collective Rights of the Faculty***

##### **1. Determination of Curriculum and Faculty Status**

The faculty as a whole, as Colleges or departments, or some combination of these, has the primary right of determination in such fundamental areas as faculty status, research, curriculum, subject matter, course content, procedures for the evaluation of students, and those other aspects of student life which relate to the educational process. On these

matters the power of review or final decision lodged in the President or Board of Trustees should be exercised adversely only in rare and exceptional circumstances and for compelling reasons, communicated to the faculty in detail. The faculty, following such communication, has the opportunity for further consideration and further transmittal of its views to the President or Board. Budgets, manpower limitations, the time element and the policies of other groups, bodies and agencies having jurisdiction over the University may set limits to effecting faculty advice.

The faculty sets the requirements for the degrees in course, determines when the requirements have been met, and authorizes the President and the Board of Trustees to grant degrees thus achieved. In those cases where authorities other than teaching faculty members participate in decisions on these matters, they do so by virtue of responsibilities delegated to them by the faculty.

The faculty exercises the primary right of determination in matters of faculty status. This area includes appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure, faculty discipline and dismissal. The primary right of faculty for determination in such matters is based on the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues. Determinations in these matters by faculty action is through rank and tenure procedures, reviewed by the Deans and the Provost and SVP for Academic Affairs with the concurrence of the President and the Board of Trustees.

## **2. Right of Participation in College and University Governance**

It is the established practice and deliberate policy of the University to accord the faculty the right of participation in College and University governance at every level where faculty responsibility is present. Major areas of faculty participation include, but are not limited to:

- a.** establishing requirements for matriculation and degrees;
- b.** appointing, reappointing, making decisions not to reappoint, promoting, and dismissing faculty and making decisions regarding the granting of tenure;
- c.** selecting Deans, chairpersons of departments or area coordinators, and certain academic administrators such as the Provost and SVP for Academic Affairs and the President of the University;
- d.** disciplining members of the faculty, and formulating rules and procedures for the disciplining of students;
- e.** establishing norms for teacher responsibilities and for evaluations of faculty achievement;
- f.** determining the structure and procedure for faculty participation in departmental, College and University governance, including those agencies for faculty participation at all levels where faculty members are present;

- g.** establishing the policies and procedures governing salary increases; and
- h.** participating in deliberations concerning revision of the *Faculty Handbook*.

Agencies for faculty participation in governance of the College or University should be established at each level where faculty responsibility is present. Faculty representatives should be selected by the faculty according to procedures determined by the faculty. The structure and procedures for faculty participation should be designed, approved and established by joint action of the faculty and administration of the University. The agencies may consist of all faculty members of a department, College, division or University as a whole, or may take the form of faculty-elected committees.<sup>1</sup> One such agency is the University Senate,<sup>2</sup> which exists, in part, to express views of the faculty to the President. The means of communication among the faculty, administration and Board of Trustees that should be in use are: (1) circulation of memoranda and reports by board, administration and faculty committees; (2) joint *ad hoc* committees; (3) standing liaison committees; and (4) membership of faculty members on administrative bodies. Whatever the channels of communication, they should be clearly understood and observed.

### **C. Academic Freedom**

Essential to the purpose of a university is the free and unhampered pursuit of truth and knowledge and the free and unhampered communication of truth once discovered and understood. Moreover, every member of a university community has the right and duty to participate freely in the searching and sharing of truth.<sup>3</sup>

Every teacher and every student must enjoy that freedom of thought, discussion, and action which is required by this communal pursuit of truth in an effort to achieve well-grounded knowledge and understanding. Opinions and theories must be formulated and used as instruments in the pursuit of truth, but they must be distinguished from fact and demonstrated conclusions. In teaching, the scholar should be guided by evidence and truth, not by pressure of public opinion or political partisan policy, nor by tyranny of any individual or special interest group.

It is the obligation of the University administration to protect teachers and students from all destructive pressures and harassments.

The essence of Christian morality is respect for the human person as a child of God. This respect covers such basic rights as security of person and property and is extended to include the right to personal beliefs and to express those beliefs without fear of reprisal directly or indirectly. Honest academic inquiry, controversy or debate is not to be shackled. Faculty members may not be harassed or intimidated; neither may students be harassed or intimidated by members of either the faculty or the administration.

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<sup>1</sup> The major committees are described in Chapter 16.

<sup>2</sup> The Constitution and By-Laws of the University Senate are Chapter 13.

<sup>3</sup> This is a statement of general principles; it is not a juridical statement. It must not be interpreted to provide causes of termination other than those defined in Chapter 9.

To teach or to advocate an idea or doctrine is always legitimate. Any position may be argued; no position should be argued in such a way as to imply that grades or other considerations could be influenced by a student's submitting to an instructor's opinion. Because the college classroom, in a sense, provides a captive audience, faculty members must exert every effort not to attack nor deride religious or political beliefs of students.

Non-Catholic scholars are welcomed within Loyola University New Orleans without the imposition of any personal religious requirement. They are honored and respected for their scholarly achievement and dedicated teaching. Indeed, the presence of and active participation by faculty members who are not Catholics in this University community are most desirable and even necessary to bring authentic universality to Loyola. Those of alternative views, whether students, faculty members or administrators, bring rich contributions from their own various traditions, whether religious or secular. They also further, by their participation in University life, the search for understanding and the meaning of human commitment.

On the other hand, the non-Catholic joining the faculty of a Catholic university is rightfully expected to understand that he or she is coming into an institution in which Christian morality is central, and in which Revelation is accepted as a source of knowledge as valid as natural human experience or reason, and where theology is recognized as a science in its own right. He or she is, therefore, expected to show respect for both Christian morality and Christian teaching. The Catholic Church does not govern Loyola University New Orleans, but Loyola has a special relationship to Catholics who seek something distinctive in education and have a right to find it in the University.

#### **D. *Grievance Procedure***

If any faculty member has cause for grievance in any matter not covered by the procedures described elsewhere in this *Faculty Handbook*, he or she may petition the University Conciliation Committee for redress. The petition shall set forth in detail the nature of the grievance and shall state against whom the grievance is directed. It shall contain any information which the petitioner deems pertinent to the case. Submission of a petition will not automatically entail investigation or detailed consideration thereof. The Committee will have the right to decide whether or not the case merits a detailed investigation. The Committee may seek to bring about an amicable settlement of the issue satisfactory to both parties. If, in the opinion of the Committee, no such settlement is possible, the Committee will report its findings and recommendations to the petitioner and to the appropriate administrative officer or faculty body.

With respect to violations of academic freedom or alleged discriminatory treatment based on race, color, sex, disability, age or national origin, the University Conciliation Committee will conduct an informal investigation of the matter and attempt an informal reconciliation between parties. Failing informal reconciliation, if the case involves alleged violation of academic freedom, it shall be referred to the University Rank and Tenure Committee for a formal adjudicative hearing. If the case involves alleged discrimination, the matter shall be referred to the Faculty Discrimination and Grievance Committee. In either case, the procedures set forth in Chapter 9, Section C-4, shall be observed, except that the burden of proof shall rest with the faculty member making the allegation.

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## CHAPTER NINE

### TERMINATION OF FACULTY APPOINTMENTS

Termination of an appointment with tenure, or of a probationary appointment before the end of the specified term, may be effected by the University only for adequate cause.<sup>1</sup> Adequate cause will be related, directly and substantially, to the fitness of the faculty member in his or her capacity as a teacher and/or researcher, or based on valid reasons for discontinuing a program or department of instruction, or financial exigency. Termination will not be used to restrain faculty members in their exercise of academic freedom or any Constitutional rights.

#### ***A. Specific Causes for Termination***

The University may initiate proceedings for termination of tenured appointments or of non-tenured contracts during the contract period only for the following causes:

1. Grave irresponsibility in discharging faculty obligations as set forth in Chapter 7, Sections A, B, C-3 and F.
2. Incompetence in carrying out teaching responsibilities according to Chapter 7, Section C-1.
3. Prolonged inactivity in research, publication and other scholarly activity as set forth in Chapter 4, Sections A through C and Chapter 7, Sections C-2 and E-5.
4. Substantial misrepresentation of facts relevant to faculty status at Loyola University New Orleans, such as false claims to academic degrees or serious misrepresentation of previous academic or professional experience.
5. Use of the classroom or of University activities to deride flagrantly the Catholic faith. This does not inhibit the scholarly and relevant criticism of such things as Catholic organizations, leaders, activities, and particular theological opinions and traditions. Each faculty member has the right to express and explain personal beliefs, though these may disagree with Catholic doctrine.
6. A grave offense which clearly and flagrantly violates well-established principles of Catholic morality, knowing that it does so, and committed during the discharge of University responsibilities. Examples of grave offenses of this kind would include causing any student to commit an immoral or illegal act, or the practice of racism in any phase of University life. It should be noted that private activities of faculty members and personal opinions expressed by faculty members do not come within this definition of grave offense.
7. Blameworthy involvement in criminal activities or flagrantly unacceptable public conduct which would reasonably be expected to affect seriously the faculty member's discharge of University responsibilities or to interfere seriously with the educational purposes of the University.

<sup>1</sup> This chapter of the *Faculty Handbook* does not relate to decisions not to renew probationary appointments.

8. Clear and convincing medical evidence that the faculty member cannot continue to fulfill the terms and conditions of his or her appointment.
9. Discontinuance of a program or department of instruction. If a decision is made to formally discontinue a program or department of instruction, this decision will be based essentially upon educational considerations, which may involve financial matters. Educational considerations and financial matters do not include cyclical or temporary variations in enrollments but must reflect the long-range judgments that the educational mission of the University as a whole will be maintained or enhanced by discontinuance.
10. Termination for financial exigency under extraordinary circumstances because of a demonstrably *bona fide* imminent financial crisis which threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means.

## **B. *Suspension from Exercise of Faculty Status***

A suspension occurs when a faculty member is temporarily relieved of his or her faculty responsibilities. The procedures established below shall be followed expeditiously in all cases, including medical, and the compensation of the faculty member shall be continued during the period of the suspension.

1. When alleged grounds arise to consider suspension of a faculty member who has tenure or whose term appointment has not expired, before the proposed suspension takes effect the Provost and SVP for Academic Affairs will discuss the matter with that faculty member and/or that faculty member's designate in personal conference. The matter may be concluded by mutual consent at this point.

However, if an agreement does not result at this point, the Provost and SVP for Academic Affairs will present the issues to the University Conciliation Committee, which will make an informal inquiry into the situation to effect an agreement if possible and, if no agreement is effected, determine whether in its view formal proceedings to consider the proposed suspension will be instituted. If the committee recommends to the President of the University that such proceedings should begin and the President concurs, or if the President, even after considering a recommendation of the Committee favorable to the faculty member, decides that proceedings should be undertaken, then the suspension will take effect immediately and action will be commenced under the following procedures:

- a. 1. If the President of the University and the University Conciliation Committee agree, they will jointly formulate a statement with reasonable particularity of the alleged grounds for the suspension and issue it to the faculty member within ten working days;
  2. If the President of the University and the University Conciliation Committee do not agree, then the President or his delegate will formulate a statement with reasonable particularity of the alleged grounds for the suspension and issue it to the faculty member and to the members of the University Conciliation Committee within ten working days.
- b. Formal proceedings to consider the suspension will commence with the written statement addressed to the faculty member from the President of the University

informing the faculty member of the reasonable particulars for the suspension. These reasonable particulars will include the dates and times of alleged incidents, a preliminary list of potential witnesses, and the names of any individuals making charges against the faculty member. This written communication will also contain the time and place that the University Rank and Tenure Committee will formally hear the case. The hearing date will be no later than twenty working days after the written communication has been received by the faculty member and will be conducted according to the following procedures which can be waived only in writing by the suspended faculty member:

1. Members of the University Rank and Tenure Committee deeming themselves disqualified for bias or interest shall remove themselves from the case. Each party will have a maximum of two challenges without a stated cause.
2. The Committee may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to (a) simplify the issues, (b) elicit stipulations of facts, (c) provide for the exchange of documentary or other information, and (d) achieve such other appropriate prehearing objectives as will make the hearing fair, effective and expeditious.
3. The hearing will be closed unless both the President and the faculty member agree to a public hearing.
4. During the proceedings the faculty member will be permitted to have an academic advisor and/or counsel of his or her choice.
5. At the request of either party or the Committee, a representative of a responsible educational association shall be permitted to attend the proceedings as an observer.
6. A verbatim record of the hearing or hearings will be taken and a typewritten copy will be made available to the faculty member without cost, at the faculty member's request.
7. The burden of proof that adequate grounds for the suspension exist rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
8. The Committee will grant adjournments to enable either party to investigate evidence when a valid claim of surprise is made.
9. The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The administration will cooperate with the Committee in securing witnesses and making available all documentary and other evidence.
10. The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where the witnesses cannot appear, but the Committee determines that the interests of

justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and, if possible, provide for interrogatories.

11. In the hearing of charges of academic incompetence, the testimony shall include that of qualified faculty members from this or other institutions of higher education.
  12. The Committee will not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.
  13. The findings of fact and decision will be based solely on the hearing record.
  14. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or administrative officers will be avoided so far as possible until the proceedings have been completed.
  15. Within ten working days after completing its deliberations, the Committee will simultaneously provide the President and the faculty member its written recommendation. Both the President and the faculty member will be given a copy of the record of the hearing as expeditiously as possible.
  16. If the Committee concludes that adequate cause for suspension has not been established by the evidence in the record, it will so report to the President. If the Committee concludes that adequate cause for suspension has been established, it shall make a recommendation concerning the length and other conditions of the suspension. If the Committee concludes that adequate cause for a suspension has been established, but that a penalty less than suspension would be more appropriate, it will so recommend with supporting reasons. If the President rejects the report, he will state his reasons for doing so in writing both to the Committee and to the faculty member and will provide an opportunity for a written response before making a final determination.
  17. If a suspension occurs for more than one year, absent mutual agreement otherwise, it is a termination and should be treated as such (cf. 9-5 to 9-7 below, "Procedures for Contract Termination for Cause" and "Procedures for Termination for Medical Reasons").
2. The procedures outlined in section 1 above must be followed in all cases. If, however, the Provost and SVP for Academic Affairs and/or the President of the University judge that serious, immediate harm would come to a faculty member, whether tenured or not, to students, or to the University through the continued professional or teaching activity of a faculty member, they may immediately suspend that faculty member, whether tenured or not, and refer the case to the University Conciliation Committee, in writing,

as soon as practicable but no later than ten working days. If at all possible, even under these circumstances, the Provost and SVP for Academic Affairs shall make every reasonable attempt to discuss the matter with that faculty member and/or that faculty member's designate in personal conference, and then the procedures outlined in section 1 above will be followed.

### ***C. Procedures for Contract Termination for Cause***

These procedures are used when it is proposed to dismiss a faculty member during the contract period from a faculty position because of grave cause related, directly and substantially, to the fitness of the faculty member in his or her professional capacity as a teacher and researcher, specifically limited to those listed in this *Faculty Handbook* in Chapter 9, Section A, parts 1 through 7. Dismissal of a faculty member with continuous tenure, or with a special or probationary appointment before the end of the specified term will be preceded by:

1. Discussion between the faculty member and appropriate administrative officers looking toward a mutually agreeable settlement.

In the case of those serious causes for termination of a tenured faculty member set out above in which there is a reasonable basis for belief that such a cause or causes can be removed, remedied or changed by the faculty member after consultation, admonition or exhortation, the Dean shall meet with such faculty member before any proceedings for termination are instituted. The Dean shall confer with such a faculty member setting out with specificity any basis for termination and shall afford such faculty member a reasonable opportunity to explain his or her position and to remedy or rectify any deficiencies. A written account of the matters discussed at the meeting shall be sent to such faculty member by certified mail.

2. Informal inquiry by:
  - a. the faculty member's College Rank and Tenure Committee, if the alleged cause is listed in this Handbook at Chapter 9, Section A, parts 1 through 6; or
  - b. the University Conciliation Committee, if the alleged cause is listed in this Handbook at Chapter 9, Section A-7.

The committee that has made the informal inquiry may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken. The committee will send a report of its finding, which is not binding, to the President and the faculty member.

3. A statement of charges framed with reasonable particularity by the President or the President's delegate. Following the statement of reasons, the individual concerned will have the right to a formal hearing by the University Rank and Tenure Committee.
4. A formal adjudicative hearing by the University Rank and Tenure Committee. The University Rank and Tenure Committee's procedures shall be as follows:
  - a. Members deeming themselves disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative. Each party will have a maximum of two challenges without a stated cause.

- b.** The University Rank and Tenure Committee may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to (i) simplify the issues, (ii) elicit stipulations of facts, (iii) provide for the exchange of documentary or other information, and (iv) achieve such other appropriate prehearing objectives as will make the hearing fair, effective and expeditious.
- c.** Service of notice of hearing with specific charges in writing will be made at least twenty days prior to the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges or asserts that the charges do not support a finding of adequate cause, the Committee will evaluate all available evidence and rest its recommendation upon the evidence in the record.
- d.** The University Rank and Tenure Committee, in consultation with the President and the faculty member, will exercise its judgment as to whether the hearing should be public or private.
- e.** During the proceedings the faculty member will be permitted to have an academic advisor and/or counsel of his or her choice.
- f.** At the request of either party or the Committee, a representative of a responsible educational association shall be permitted to attend the proceedings as an observer.
- g.** A verbatim record of the hearing or hearings will be taken and a hardcopy will be made available to the faculty member without cost, at the faculty member's request.
- h.** The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
- i.** The Committee will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.
- j.** The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The administration will cooperate with the Committee in securing witnesses and making available documentary and other evidence.
- k.** The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and if possible provide for interrogatories.
- l.** In the hearing of charges of incompetence, the testimony shall include that of qualified faculty members from this or other institutions of higher education.
- m.** The Committee will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues

involved. Every possible effort will be made to obtain the most reliable evidence available.

- n.** The findings of fact and decision will be based solely on the hearing record.
- o.** Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or administrative officers will be avoided so far as possible until the proceedings have been completed, including consideration by the Board of Trustees. The President and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing.
- p.** If the Committee concludes that adequate cause for dismissal has not been established by the evidence in the record, it will so report to the President. If the President rejects the report, he will state his reasons for doing so in writing to the University Rank and Tenure Committee and to the faculty member, and provide an opportunity for response before transmitting the case to the Board of Trustees. If the Committee concludes that adequate cause for a dismissal has been established, but that an academic penalty less than dismissal would be more appropriate, it will so recommend, with supporting reasons. Such penalties may take the form only of reduction in academic rank, censure or admonition.

**5. Action by the Board of Trustees**

If dismissal or other severe sanction is recommended, the President will, on request of the faculty member, transmit to the Board of Trustees the record of the case. The Board's review will be based on the record of the University Rank and Tenure Committee hearing, and it will provide opportunity for argument, oral or written or both, by the principals at the hearings or by their representatives. The decision of the University Rank and Tenure Committee will either be sustained, or the proceeding returned to the Committee with the specific objections. The Committee will then reconsider, taking into account the stated objections and receiving new evidence if necessary. The Board will make a final decision only after study of the Committee's reconsideration.

- 6.** In case of termination for cause, the University Rank and Tenure Committee will recommend to the President whether or not severance pay appears justified.

**D. *Procedures for Termination for Medical Reasons***

Following a reasonable period when the faculty member is under suspension for medical reasons, procedures for termination for these same reasons as set forth in Chapter 9, Section A-8, may be initiated if there is a preponderance of medical evidence that the faculty member is unable to resume fulfillment of the terms and conditions of appointment. The decision to terminate will be reached only after there has been consultation and after the faculty member concerned, or someone representing the faculty member, has been informed of the basis of the proposed termination and has been afforded an opportunity to present the faculty member's position and to respond to the evidence. If the faculty member so requests, the evidence will be reviewed by the University Conciliation Committee, and this Committee shall issue a written recommendation concerning the propriety of the proposed termination to appropriate University administrators

and to the faculty member concerned. The Board of Trustees shall make the final decision after careful consideration of the recommendations of the administration and the University Conciliation Committee. No decision to terminate for medical reasons shall become effective prior to six months following the onset of the faculty member's suspension for medical reasons or until the onset of disability benefits, whichever period comes first.

**E. *Procedures for Termination Because of Discontinuances***

1. A proposal to discontinue a program or department of instruction will be evaluated by the Standing Council for Academic Planning, which will apply the criteria established, voted on favorably, by the University Senate and the President. The Standing Council for Academic Planning will advise, in writing, the Board of Trustees, the President, and the University Senate concerning the proposed discontinuance. Final decision on program discontinuances is made by the Board.
2. Before the administration issues notice to a faculty member of its intention to terminate an appointment because of formal discontinuance of a program or department of instruction, the University will make every effort to place the faculty member concerned in another suitable position. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be proffered. If no position is available within the University, with or without retraining, the faculty member's appointment may then be terminated, but only with the provision for severance salary equitably adjusted to the faculty member's length of past and potential service.
3. A faculty member may appeal a proposed relocation or termination resulting from a discontinuance and has the right to a full hearing before the University Rank and Tenure Committee in which the following points of an on-the-record adjudicative hearing are observed:
  - a. Members of the URTC deeming themselves disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative. Each party will have a maximum of two challenges with or without a stated cause.
  - b. The University Rank and Tenure Committee may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to (i) simplify the issues, (ii) elicit stipulations of facts, (iii) provide for the exchange of documentary or other information, and (iv) achieve such other appropriate prehearing objectives as will make the hearing fair, effective and expeditious.
  - c. The University Rank and Tenure Committee, in consultation with the President and the faculty member, will exercise its judgment as to whether the hearing should be public or private.
  - d. During the proceedings the faculty member will be permitted to have an academic advisor and/or counsel of his or her choice.
  - e. At the request of either party or the Committee, a representative of a responsible educational association shall be permitted to attend the proceedings as an observer.
  - f. A verbatim record of the hearing or hearings will be taken and a hardcopy will be

made available to the faculty member without cost.

- g.** The issues in the hearing will include the questions of the University's failure to satisfy any of the conditions of Section 9.E. The determination by the Standing Council for Academic Planning that a program or department is to be continued or discontinued will be considered presumptively valid, but the burden of proof on all other issues will rest on the administration.
  - h.** The Committee will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.
  - i.** The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The administration will cooperate with the Committee in securing witnesses and making available documentary and other evidence.
  - j.** The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and if possible provide for interrogatories.
  - k.** The Committee will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.
  - l.** The findings of fact and decision will be based solely on the hearing record.
  - m.** Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or administrative officers will be avoided so far as possible until the proceedings have been completed, including consideration by the Board of Trustees. The President and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing.
  - n.** If the Committee concludes that the University failed to satisfy any of the conditions of section 9.E. it will so report to the President. In such cases, the Committee will recommend to the President, with supporting reasons, an appropriate course of action to correct the situation. If the President rejects these recommendations, he will state his reasons for doing so in writing to the University Rank and Tenure Committee and to the faculty member, and provide an opportunity for response before transmitting the case to the Board of Trustees.
- 4.** If termination is recommended either by the President or the University Rank and Tenure Committee, the President will, on request of the faculty member, transmit to the Board of Trustees the record of the case. The Board's review will be based on the full record of the University Rank and Tenure Committee hearing, and any response by the President pursuant to subsection (n) above, and it will provide opportunity for argument, oral or written or both, by the principals at the hearings or by their representatives. The decision of the University Rank and Tenure Committee will either be sustained, or the proceeding returned to the Committee with the specific objections. The Committee will then reconsider, taking into account the stated objections and receiving new evidence if necessary. The Board will make a final decision only after study of the Committee's reconsideration.

## **F. Procedures for Termination Because of Financial Exigency**

The University Senate, in cooperation with the University administration, shall formulate criteria for (a) identifying a *bona fide* state of financial exigency, and (b) determining proper institutional response to such a condition, which shall include guidelines for identifying faculty members to receive notice of termination, should this be necessary. The University Senate shall act expeditiously in formulating these criteria and guidelines and shall review these criteria and guidelines on a continuing basis, but no less than once every three years subsequent to their adoption.

1. If the President determines that a condition of financial exigency may be imminent, an *ad hoc* Exigency Planning Committee (EPC) shall be constituted. This Committee shall be composed of the full membership of the Standing Council for Academic Planning, with the voting privileges as described in Chapter 16-4. If the voting membership of SCAP does not include at least two non-tenured members of the Ordinary Faculty, the University Senate shall elect additional non-tenured member(s) so that EPC includes two non-tenured members of the Ordinary Faculty as voting members. The EPC shall hear all evidence that a state of financial exigency exists or is imminent based upon established criteria, and shall issue a written report regarding the existence and extent of the condition to the President and to the University Senate. If the EPC determines that a *bona fide* state of financial exigency exists or is imminent, it shall investigate and make recommendations, based upon the established criteria, concerning alternative institutional responses to the condition. These recommendations of the EPC shall be known as the Financial Exigency Plan. The University Senate may request in writing that the EPC reevaluate its recommendations if it is determined that the criteria established by the University Senate were improperly applied in the formulation of the Financial Exigency Plan. If, after receipt of the Financial Exigency Plan, the President judges that the condition of financial exigency is serious enough to warrant termination of tenured faculty appointments or cancellation of non-tenured contracts during the contract period, he shall order implementation of the guidelines established for identifying faculty members to receive notice of termination. The President shall provide each faculty member affected with a written statement of the basis for the initial decision to terminate, which shall include a description of the manner in which the decision to terminate was reached, and of the faculty member's right to a hearing before the University Rank and Tenure Committee.
2. If the President issues notice to a particular faculty member of an intention to terminate the appointment because of financial exigency, the faculty member will have the right to a full hearing before the University Rank and Tenure Committee. In this hearing, the essentials of an on-the-record adjudicative hearing will be observed. Issues in this hearing may include, but will not be limited to, the following:
  - a. The existence and extent of the condition of financial exigency. If the University Senate has accepted the Financial Exigency Plan of the EPC as conforming to established criteria and guidelines, the recommendations embodied in the Financial Exigency Plan shall be considered presumptively valid, such that the burden of proof will rest on the President or the affected faculty member if either disagrees with the determination of the EPC in this situation.



## CHAPTER TEN

### THE SUMMER SESSION

#### **A. *Obligations***

The Summer Session is an integral part of the University, and faculty involved in it are expected to fulfill all the normal obligations of their position as outlined in this *Faculty Handbook*. Exceptions with regard to eligibility and contracts are noted below.

#### **B. *Eligibility***

All members of the Ordinary Faculty are eligible to teach in the Summer Session for additional compensation, except that:

1. Faculty members on twelve-month contracts are obligated to teach six credit hours each summer as a part of their regular contract. This requirement may be modified for those with heavy administrative duties or for other appropriate reasons. Such modifications must be approved by the Senior Vice Provost for Academic Affairs, after consultation with the departmental chairperson and the Dean of the appropriate College or School. Faculty members on twelve-month contracts, whose primary responsibility is teaching, are entitled to every third summer off for research or professional development.
2. Members of the Ordinary Faculty on nine-month contracts are not eligible for summer employment unless they are returning the following academic year. If the faculty member resigns before the Summer Session begins, but after signing a Summer Session contract, the Summer Session contract is rendered null and void.

#### **C. *Priority***

Members of the Ordinary Faculty have priority over Extraordinary Faculty for Summer Session appointments, unless a college or department needs to offer a course for which Ordinary Faculty lack expertise or are not available to teach.

#### **D. *Responsibility***

The Provost and Vice President for Academic Affairs has primary responsibility for establishing the Summer Session salary scale and directly related conditions.

## CHAPTER ELEVEN

### LIBRARY FACULTY

#### **I. *The University Library***

This section augments and explains policies relating to those instances where the role and status of the University Library Faculty differs from that of the teaching faculty. The University Library faculty members enjoy all protections, processes, and procedures of the Ordinary Faculty.

#### **A. University Library Faculty**

The University Library Faculty reports to the Dean of Libraries. The Dean of Libraries is the director of a major unit of the University which serves all colleges and departments. The Dean of Libraries is responsible to the Provost and Senior Vice President for Academic Affairs and is a member of the Ordinary Faculty. The Dean of Libraries formulates the policies, rules and regulations to secure the fullest use of the library by faculty and students. The Dean of Libraries serves as chief administrative officer to the library and discharges his or her duties in conformity with the highest principles of the profession.

#### **B. Norms for Appointment and Advancement**

The following criteria for appointment and acquisition of rank and tenure by University Library Faculty detail specific standards and procedures applicable to University Library Faculty<sup>1</sup>. Except for conditions of this policy, conditions of appointment, contract renewal, promotion, and termination of University Library Faculty are the same as for other members of the Ordinary Faculty.

Academic preparation for appointment to the University Library Faculty is attested by an appropriate professional degree. The basic quality that must be evident for promotion in academic rank is the ability to perform at a high level in areas that contribute to the educational and research mission of the University, such as:

- information and technology literacy;
- teaching;
- reference service;
- instructional technology;

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<sup>1</sup> These criteria were adapted from *Academic Librarianship and the Redefining Scholarship Project*, a report from the Association of College and Research Libraries Task Force on Institutional Priorities and Faculty Awards, March 1998.

- selection and evaluation of information resources;
- information and information resource management, organization, and access.

Evidence of a high level of performance is indicated by the following:

- Leadership in providing excellent programs and services that serve the needs of library users and promote the educational mission of the University. Anticipation of and response to trends in higher education.
- Contributions to the educational function of the University and to the general welfare of students through active participation on committees, taskforces, etc.
- Activities related to inquiry or research: publications in professional and scholarly journals as well as alternate forms of publications; presentation of papers; review of books and other literature; consulting; service on a task force of experts, review committee or similar body; participation in continuing education.
- Contributions to the advancement of the profession by active participation in the professional and learned societies.

The Library Rank and Tenure Committee will make recommendations for promotion and tenure for the University Library Faculty to the Dean of Libraries, who will append his or her recommendations and forward these to the Provost and Senior Vice President for Academic Affairs for final review.

Promotion to the ranks of Assistant Professor, Associate Professor, and Professor requires a record of successful fulfillment of the norms for promotion in academic rank.

### **1. Instructor**

As all University Library faculty must possess the terminal degree, University Library faculty are ordinarily appointed to the rank of Assistant Professor. Under extraordinary circumstances, the Dean of Libraries may choose to appoint at the rank of Instructor. Appointment to the rank of Instructor ordinarily presupposes the following qualifications:

- a. possession of the master's degree from an American Library Association accredited school of librarianship or appropriate professional degree;
- b. possession of adequate training and preparation as evidenced by educational and/or professional experience;
- c. potential for progress toward Assistant Professorship according to the ordinary norms.

The appointment is for one year and may not be renewed more than three times. Failure to qualify for promotion to the rank of Assistant Professor in the third year of service constitutes notice of termination. If promotion occurs during the fourth year of service, another contract may be offered.

## **2. Assistant Professor**

Ordinarily, Assistant Professor is the beginning rank for those faculty members who have the terminal degree or its equivalent<sup>2</sup>. Appointment to this rank presupposes evidence of professional experience appropriate to the position and the possession of those qualities of leadership, competence and character.

Promotion or appointment to this rank ordinarily presumes these qualifications:

- a. evidence of satisfactory performance of professional responsibilities;
- b. evidence of ability for professional activity and scholarship;
- c. evidence of ability to contribute to library programs and services;
- d. evidence of ability for active involvement in University and/or community affairs;
- e. evidence of continuing professional growth and maturity.

## **3. Associate Professor**

Ordinarily, an Assistant Professor who has completed at least three academic years of service at this university or one of equal standing and who possesses the terminal degree and professional experience appropriate to the position, merits consideration in the fourth year for promotion to the rank of Associate Professor in the fifth year. Candidates for promotion shall excel in the following three areas:

- a. Librarianship or professional responsibilities
  - Clear evidence of excellence in the execution of primary professional responsibilities;
  - Clear evidence of leadership in library and University initiatives;
  - Ability to plan, initiate, and implement new library programs;

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<sup>2</sup> Normally, any person appointed to the University Library Faculty must have the appropriate professional degree. The terminal degree for librarians is a master's degree from a program accredited by the American Library Association or its equivalent. Possession of a graduate degree in a subject field, where such subject competence is of greater importance for the position concerned than formal training in librarianship, may substitute for the professional degree (e.g., a media specialist)

- Clear evidence of a focus, regarding both library collections and services, on the needs of library users, and promotion of the educational mission of the university;
  - Evidence of awareness of current trends in librarianship and higher education, and the ability to apply this knowledge to library programming and planning.
- b. Scholarship and professional activities
- Active scholarship as evidenced by (but not limited to): books or monographs of scholarly research; articles in recognized learned journals; papers read at meetings of library professional organizations or other relevant professional organizations; service on panels of experts; or
  - Professional activities such as service to library or other professional organizations.
- c. University and community service
- Service to the community as evidenced by (but not limited to):
- contributions to the general welfare of the students through mentoring, and through service to student organizations and activities;
  - service to the community at large, when such aid is meaningfully related to the accomplishment of Loyola University New Orleans' goals, or furthers professional academic pursuits; or
  - contributions to the general welfare of the library or University, primarily through work on committees.

#### **4. Professor**

A member of the University Library Faculty who has rendered distinctive and outstanding service in librarianship or in other professional endeavors and to the library may be considered for the rank of Professor. Promotion to this rank is not recognition of seniority but of distinction in librarianship, scholarship, and service. Consideration for promotion to the rank of Professor may be given to a person who possesses the following qualifications:

- a. ordinarily a minimum of five years in the rank of Associate Professor at this University or one of equal standing;

- b. distinguished fulfillment of the requirements of the lower academic ranks;
- c. significant contribution to the purposes of the University through outstanding success in librarianship or other professional endeavors, continuing achievement in scholarly and professional activities, and sustained accomplishments in University and community service.
- d. recognition as an outstanding member of the University community; and recognition of outstanding involvement in the University and/or community affairs.

### **C. Tenure**

A member of the University Library Faculty who is a candidate for tenure shall be reviewed according to the procedures set down in Chapter 5, Section B of this *Faculty Handbook*.

### **D. Leave Policy**

Librarians, as members of the Ordinary Faculty, are eligible for sabbatical leave according to the criteria set forth in Chapter 6, Section E. They are also entitled to a leave of up to six weeks for approved professional development every third summer. The leave must be approved by the Dean of Libraries and the Provost and Senior Vice President for Academic Affairs. The number of such leaves must not interfere with the good operation of the Library.

## **II. The Law Library**

This section augments and explains policies relating to those instances where the role and status of the Law Library faculty differs from that of the teaching faculty. The Law Library Faculty members enjoy all protections, processes, and procedures of the Ordinary Faculty.

### **A. Director of the Law Library**

The Director of the Law Library is the chief administrator of the College of Law Library, which is independent of the University Libraries and which serves the College of Law faculty, students, and alumni as well as the University population in their legal research needs. The Director is responsible to the Dean of the College of Law and is a tenured member of the Ordinary Faculty or of the Law Library Faculty of the College of Law. The Director of the Law Library and the Dean of the College of Law formulate the policies, rules and regulations to secure the fullest use of the Law Library resources.

## **B. Appointment, Rank and Tenure**

Rank and salary are to be reviewed annually for Law Library faculty with rank below that of Professor. The salary of librarians with rank of Professor is to be reviewed annually.

The following sections detail specific criteria and procedures applicable for appointment and acquisition of rank and tenure by Law Library faculty. Except for conditions of this policy, modes of appointment, contract renewal, promotion, and termination of Law Library faculty are the same as for other members of the Ordinary Faculty.

The following criteria are proposed as a means of providing the Law Library faculty entitlement to rank, promotion, and tenure protected by due process.

### **1. Definition**

The mission of the Loyola University New Orleans law libraries is to support the instructional and research programs of the College of Law.

### **2. Norms for Appointment**

Selection and appointment of all law librarians shall follow the same procedures that have been established for Ordinary Faculty; i.e., there shall be an appointed committee, representative of the Law Library faculty, which shall review all candidates for appointment to the law library faculty and make recommendations to the Director of the Law Library for consideration and review by the Dean and the Provost and Senior Vice President for Academic Affairs.

Normally, any person appointed to the Law Library faculty must have the appropriate professional degree, i.e., a master's degree from a library school accredited by the American Library Association. The Juris Doctor degree may be a factor for consideration for appointment and advancement.

### **3. Norms for Promotion in Academic Rank**

Academic preparation for appointment to the Law Library faculty is attested by an appropriate professional degree. The basic quality which must be evident for promotion in academic rank is the ability to perform at a high level in areas that contribute to the educational and research mission of the University, such as bibliographic organization and control, collection development or reference service. Evidence of a high level of performance is indicated by the following:

- a. Contributions to the educational function of the University: teaching, though not necessarily in a classroom situation; organization of workshops, institutes or similar meetings; public appearances in the interest of librarianship or information trends.

- b. Activities related to inquiry or research: publications in professional and scholarly journals as well as alternate forms of publications; presentation of papers; review of books and other literature; consulting; service on a task force of experts, review committee or similar body; participation in continuing education.
- c. Contributions to the advancement of the profession, by active participation in the professional and learned societies. In addition to the above, evidence of a high level of performance may be adduced from the judgment of colleagues on the library staff, from members of the community outside the library, and/or from professional colleagues outside the academic institution.

The Law Library Rank and Tenure Committee will make recommendations for promotion and tenure for law library faculty either to the Director of the Law Library, who will append his or her recommendations and forward these to the Dean of the College of Law (if the Director is a member of the Ordinary Law Faculty) or directly to the Dean of the College of Law (if the Director is as member of the Law Library Faculty). The Dean will append his or her recommendations and forward these to the Provost and Senior Vice President for Academic Affairs.

### **C. Criteria for Promotion to Specific Ranks**

Promotion to the ranks of Assistant Professor, Associate Professor, and Professor requires a record of successful fulfillment of the norms for promotion in academic rank.

It is understood in this chapter that research and publication include other alternate forms of scholarship that may indicate a more appropriate intellectual activity for Law Library faculty than a book or an article in a learned journal. Some examples of alternate forms of publications might include annotated bibliographies, teaching exercises related to law learning and skills, manuals that help develop expertise in law research, and use of technology.

#### **1. Instructor**

This is the rank for one beginning a career in librarianship and who does not possess either a second Master's degree or the Juris Doctor degree. The rank ordinarily presupposes the following qualifications:

- a. the possession of the master's degree in Library Science from an American Library Association accredited school of librarianship;
- b. the ability to perform basic library tasks calling for the application of modern library techniques;
- c. potential for progress toward Assistant Professorship according to the ordinary norms.

The appointment is for one year and may not be renewed more than three times. Failure to qualify for promotion in the third year of service constitutes notice of termination. If promotion occurs during the fourth year of service, another contract will be offered.

## **2. Assistant Professor**

Promotion or appointment to this rank ordinarily presumes these qualifications:

- a. the possession of at least a master's degree in Library Science from an accredited school of librarianship;
- b. evidence of professional experience appropriate to the position;
- c. evidence of continuing professional growth and maturity;
- d. ability to aid in the development of material and services to meet the instructional and research needs of the University; and
- e. evidence of active involvement in University and/or community affairs.

## **3. Associate Professor**

Promotion or appointment to this rank ordinarily presumes qualifications of the rank of Assistant Professor, and the following:

- a. completion of two years<sup>3</sup> of service at the rank of Assistant Professor;
- b. evidence of professional experience appropriate to the position as manifested by knowledge and professional maturity;
- c. ability to assist in administration of major areas of law library service as delegated by the Director of the Law Library;
- d. ability to contribute to the design and execution of effective law library programs;
- e. evidence of substantial contributions to the law library and University as well as attainment of a high level of performance in bibliographical activities, in research and publication, or in other professional endeavors; and

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<sup>3</sup> Just as the Ordinary Faculty of the College of Law requires only two years of service as Assistant Professor to be eligible for promotion to Associate Professor (see Faculty Handbook 4-A-2, footnote 2), the Law Library Faculty also requires only two years of service as Assistant Professor to be eligible for promotion to Associate Professor.

- f. evidence of substantive involvement in University and/or community affairs.

#### **4. Professor**

A member of the law library faculty, who has rendered distinctive and outstanding service in librarianship or in other professional endeavors and to the Law Library, may be considered for the rank of Professor. Promotion to this rank is not in recognition of seniority but of distinction in librarianship, scholarship, and service. Consideration for promotion to the rank of Professor may be given to a person who possesses the following qualifications:

- a. ordinarily a minimum of five years in the rank of Associate Professor at this University or one of equal standing;
- b. distinguished fulfillment of the requirements of the lower academic ranks;
- c. significant contribution to the purposes of the University through outstanding success in librarianship or other professional endeavors, continuing achievement in scholarly and professional activities.
- d. recognition as an outstanding member of the University community; and recognition of outstanding involvement in the University and/or community affairs.

#### **D. Tenure**

A member of the Law Library faculty who is a candidate for tenure shall be reviewed according to the procedures set down in Chapter 5, Section B of this Handbook, *mutatis mutandis*:

1. A faculty member joining the University without previous professional library experience must ordinarily serve a probationary period of seven years of service as a full-time librarian at the University before tenure can be granted.
2. A faculty member joining the University with experience as a professional librarian at other institutions of comparable standing may be awarded up to three years towards time required for tenure.
3. Years spent on leaves of absence will not normally be included as part of the probationary period. The years of the probationary period need not be consecutive. However, any interruptions of sequence must be officially approved by the University and must not involve terminations of service at Loyola University New Orleans.

4. Before the end of the penultimate year of his or her probationary period, a faculty member will be evaluated by the Law Library Rank and Tenure Committee which will make its recommendations either to the Director of the Law Library (if the Director is a member of the Ordinary Law Faculty) or directly to the Dean of the College of Law (if the Director is a member of the Law Library Faculty). Conferment of tenure by action of the Provost and Senior Vice President for Academic Affairs requires positive recommendations from either the Dean of the College of Law, the Director of the Law Library and the Law Library Rank and Tenure Committee (if the Director is a member of the Ordinary Law Faculty) or the Dean of the College of Law and the Law Library Rank and Tenure Committee (if the Director is a member of the Law Library Faculty).

If there is disagreement by one of the parties, namely, the Law Library Rank and Tenure Committee, the Director of the Law Library, the Dean, or the Provost and Senior Vice President for Academic Affairs after consultation with the President, tenure is denied. The faculty member may appeal his or her case to the University Rank and Tenure Committee. This latter Committee forwards its recommendations to the President. If there is still disagreement, the President adjudicates the matter. He will state his reasons in writing to the University Rank and Tenure Committee whenever he does not accept its recommendation.

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

Law Librarians, as members of the Ordinary Faculty, are eligible for sabbatical leave according to the criteria set forth in Chapter 6, Section E. They are also entitled to a leave of up to six weeks for approved professional development every third summer.

The leave must be approved by the Director of the Law Library, the Dean of the College of Law, and the Provost and Senior Vice President for Academic Affairs. Leave for the Director of the Law Library under this section must be approved by the Dean of the College of Law and the Provost and Senior Vice President for Academic Affairs. The number of such leaves must not interfere with the good operation of the law library.

## **CHAPTER ELEVEN A**

### **LAW CLINIC FACULTY**

#### ***A. Norms for Appointment and Advancement***

The clinical track offers security of position which is the right to continue once a clinical faculty member has received a fixed contract (five years, presumptively renewable and subject to extensions, in five-year increments, as determined by the Clinic Director, the Clinic Hiring and Promotions Committee, and the Dean) in accordance with this section of the Handbook. Law Clinic Faculty are not Extraordinary Faculty under Handbook Chapter 15.

The norms for appointment and advancement for faculty in the Law Clinic fall into three general areas: teaching, scholarship, and community service. The determination of whether a particular applicant qualifies for appointment to the Clinic faculty, of the rank to be offered on first appointment, of whether a probationary contract shall be extended, and of whether an appointment shall be made and/or renewed under the terms of a fixed contract, not to exceed five years, will be made by the Clinic Hiring and Promotions Committee, and will be governed by the criteria listed in this Chapter. The Clinic Hiring and Promotion Committee's determination shall in all cases be subject to approval by the Provost and Senior Vice President for Academic Affairs. The Dean of the College of Law shall in all cases forward to the Provost and Senior Vice President for Academic Affairs his or her independent opinion of the determination made by the Clinic Hiring and Promotions Committee.

#### **1. Assistant Clinic Professor**

A person being considered for appointment to the rank of Assistant Clinic Professor, which ordinarily is the beginning rank, must be of good character, must be a member of the bar in good standing, must have a commitment to clinical teaching and University goals, and must have a record of experience or academic achievement indicative of a high probability that he or she will be able to meet the standards for promotion.

#### **2. Associate Clinic Professor**

A person being considered for promotion or appointment to the rank of Associate Clinic Professor must be of good character and must have demonstrated a level of teaching proficiency, writing ability, and legal experience that provides clear and convincing promise that the candidate will eventually meet all of the standards for promotion to the non-tenure-track rank of Clinic Professor.

Ordinarily, an Assistant Clinic Professor who has completed two years of teaching in the Clinic merits consideration in the third year for promotion in the fourth year. Previous experience, either as a member of a law faculty or as a lawyer engaged in other significant activity, may be taken into account so as to shorten the period of service required for promotion, upon the recommendation of the Clinic Hiring and Promotions Committee and with the approval of the Dean and the Provost and Senior Vice President for Academic Affairs.

### **3. Clinic Professor**

A member of the Law Clinic faculty who has rendered distinctive and outstanding service to clinical education and to the University may be considered for the rank of Clinic Professor.

Ordinarily, an Associate Clinic Professor who has taught on a full-time basis for five years in Clinical Legal Education merits consideration for promotion to the rank of Clinic Professor in the sixth year, to be effective as of the seventh year of service. Previous experience, either as a member of a law faculty or as a lawyer engaged in other significant activity, may be taken into account so as to shorten the period of service required for promotion, upon the recommendation of the Clinic Hiring and Promotions Committee and with the approval of the Dean and the Provost and Senior Vice President for Academic Affairs.

#### ***B. Norms for Appointment to the Rank of Clinic Professor***

Clinic faculty being considered for promotion to or initial hiring at the rank of Clinic Professor shall be evaluated pursuant to the following criteria:

##### **1. Teaching**

Since the education of Loyola Law students is the primary mission of the Law Clinic, it is essential that the Clinic faculty be effective teachers, demonstrating both the capacity and the commitment necessary to inspire and challenge their students.

It is not possible precisely to define each of the essential components of one's teaching ability. This is particularly true with respect to clinical teaching, since clinical methodologies are still evolving and being tested in a variety of classroom settings. It is, however, possible to enumerate factors by which clinical teaching can be evaluated. Clinic faculty should be judged for promotion to or hiring at the rank of Clinic Professor according to their demonstrated abilities and accomplishments in each of the following areas:

- a.** Innovation and imagination in the presentation of clinic skills materials;

- b.* Ability to utilize various methods for evaluating students' clinical performance and for providing effective guidance and feedback" following such evaluation;
- c.* Ability to induce, stimulate, and require critical, thoughtful analysis of legal problems and implementation of courses of action to resolve problems within the parameters of appropriate client representation;
- d.* Ability to help students understand and deal with problems of professional responsibility which arise in clinical situations;
- e.* Ability to teach students how to evaluate their own work;
- f.* Maintenance of discipline and control of students in all clinical teaching situations;
- g.* Punctuality and consistence in all clinical teaching settings;
- h.* Knowledge of the substantive fields of law and the procedures applicable to the case load;
- i.* Ability to communicate clearly and effectively;
- j.* Enthusiasm for the goals of the clinic;
- k.* Ability to stimulate and maintain student interest in his or her assigned cases and in improving professional skills;
- l.* Ability to devise meaningful and fair student evaluation procedures;
- m.* Ability to relate and integrate practical and theoretical considerations;
- n.* Development of innovative teaching methodology;
- o.* Development of innovative research and writing techniques regarding teaching methods or other clinic-related skills;
- p.* Ability to train and supervise other faculty and professional staff in their teaching responsibilities;

## **2. Scholarship**

Clinic faculty promoted to or hired at the rank of Clinic Professor are expected to have produced a high quality of written work, although the content and format of their work may differ from that produced by candidates for the ordinary tenure-track faculty. Publications may be in the form of briefs, memoranda, studies, statutory interpretations or proposals, regulations, teaching materials, or reports, if such writings are appropriate to advancing either the state of the law in the area in which the clinician is working or the state of clinical teaching methodology. All such publications should reflect an active, inquiring, insightful, and open mind indicating that the clinician will continue to strive for personal and intellectual growth and development. While the traditional scholarship expected of ordinary tenure-track faculty is not a requirement for promotion for the clinic faculty, any such scholarship will be viewed positively in connection with consideration for promotion.

## **3. Community Service**

As in the case of tenure-track faculty, clinic faculty are expected to devote full time to their College of Law duties and commitments. In addition to the duties of teaching and writing, a clinic faculty member bears the responsibility of attending and participating in staff meetings and of being available to students to discuss their various needs. Activities outside the Law Clinic should include significant service to the community and the legal profession, which may be met by participation in professional organizations and governmental, charitable, or other community service activity.

## **4. Character, Integrity and Cooperativeness**

These qualities, while essential, require no explanation. Clinic faculty are also expected to meet the professional responsibilities specified in Chapter Seven, Sections A and B, of the Loyola University Faculty Handbook.

### ***C. Arrangements for All Full-Time Clinic Faculty Who Are Appointed Under the Provisions of This Chapter***

1. Clinic faculty (except the Director) shall be employed on the basis of Probationary Contracts (one-year, non-renewable, but subject to five one-year extensions, as determined by the Clinic Director, the Clinic Hiring and Promotions Committee, and the Dean) or Fixed Contracts (five years, presumptively renewable and subject to extensions, in five-year increments, as determined by the Clinic Director, the Clinic Hiring and Promotions Committee, and the Dean). No fixed contracts will be terminated or fail to be renewed unless there is good cause as defined under Chapter 9.

2. Salaries shall be set by the Dean at levels he or she determines to be appropriate in light of all relevant factors, including the requirements of ABA Standard 405(e).
3. Clinic faculty will be eligible to apply for sabbatical leave on the same basis as the tenure-track faculty, and all such applications will be governed by the procedures and criteria set forth in Chapter Six, Section E, of the Loyola University *Faculty Handbook*.
4. Clinic faculty will be eligible to apply for research assistants, research and writing grants, and reduced teaching time for research on the same basis and according to the same criteria as govern the tenure-track faculty.
5. Clinic faculty will be expected to serve on such University or College of Law committees as the Dean, at his or her discretion, shall determine.
6. Clinic faculty may apply for authorization to teach any course in the College of Law curriculum and such requests may be granted to a member of the Clinic faculty upon approval of the tenure-track faculty and the Dean.
7. Members of the Clinic faculty may apply for appointment to the tenure-track for ordinary faculty and will be evaluated according to the normal standards and procedures required of other candidates for such appointments.
8. The Clinic shall have a Hiring and Promotions Committee comprised of all Clinic faculty holding the rank of Associate Clinic Professor or Clinic Professor. The Director of the Clinic shall also be a member of the Clinic Hiring and Promotions Committee. Recommendations concerning initial appointments and promotions of Clinic faculty shall require a majority vote of the Clinic Hiring and Promotions Committee.

**D. *Annual Review of Clinic Faculty Members Serving Under One-year Contracts***

Each member of the Clinic faculty serving under a one-year contract is considered to be on probation. Each shall receive an annual written evaluation from the Clinic Director. This evaluation shall cover the strengths and weaknesses of the Clinic faculty member regarding fulfillment of those professional responsibilities as outlined herein and in Chapter 7 of the Loyola University *Faculty Handbook*.

**E. *Procedures for Review of Non-renewals of Probationary Appointments***

Procedures for Review of Non-renewals of Probationary Appointments will be the same as outlined in Section G of Chapter 4 of the Loyola University *Faculty Handbook*.

**F. *Procedures for Notice of Termination and Termination***

Notice of termination and procedures for termination from Chapter 9 shall govern with regard to Clinic Faculty on Fixed Contracts and all references to Chapter 6 are hereby incorporated.

**G. *Professional Rights of the Law Clinic Faculty***

Chapter 8 of the Handbook is hereby incorporated so that Clinic Faculty enjoy all professional rights afforded under the Handbook.

## CHAPTER TWELVE

### FRINGE BENEFITS FOR FACULTY\*

This chapter outlines fringe benefits available to the members of the full-time faculty and administrators of Loyola University New Orleans, unless specifically mentioned otherwise. Loyola is committed to offering a competitive benefit package as a part of the total compensation of faculty and administrators. University benefits are reviewed regularly and revisions occur frequently. The Employment Benefits Coordinator can be contacted for additional explanation of benefits. **This partial summary is a matter of information only. The official plan document takes precedence. All current details regarding Loyola benefits may be found on the following Human Resources webpage: <https://finance.loyno.edu/hr/benefits>.** It does not constitute a contract between Loyola and the recipient to provide these specific benefits. Loyola reserves the right, in its sole discretion, to change any benefits, including the termination of a benefit, granted to employees at any time.

### INSURANCE AND RETIREMENT

**Medical Insurance:** Effective on the first day of the month following employment, unless the employee begins employment on the first day of the month. In this case, the benefit is effective on that day. Cost shared by Loyola University New Orleans and employee. Employee contribution to the premium is pre-tax.

**Dental Insurance:** Effective on the first day of the month following employment, unless the employee begins employment on the first day of the month. In this case, the benefit is effective on that day. The total cost is paid by the employee. Employee contribution to the premium is pretax.

**Vision Insurance:** Effective on the first day of the month following employment, unless the employee begins employment on the first day of the month. In this case, the benefit is effective on that day. The total cost is paid by the employee. Employee contribution to the premium is pretax.

**Term Life Insurance:** One (1) times base salary (up to a maximum of \$250,000) is fully paid by Loyola University.

**AD and D (Accidental Death and Dismemberment for participants in group life plan at no additional premium):** One (1) times base salary (up to a maximum of \$250,000) is fully paid by Loyola University.

**Optional Life Insurance:** Additional life insurance coverage options available.

**Optional AD and D:** Additional AD and D insurance coverage options available.

\* Current details on all Loyola Benefits offered to full-time faculty and administrators can be found at the following Human Resources webpage: <https://finance.loyno.edu/hr/benefits>  
Updated Text – Summer 2023, 2026

**Long-Term Disability:** Premium paid by Loyola for full-time faculty. 90-day elimination period before benefits begin. 60% of salary up to \$10,000 per month.

**Retirement Plan:** Auto enroll at 3.5% of pre-tax of gross earnings for all employees upon hire. After 1 year of service and 1,000 hours or more worked, Loyola will begin employer contributions of gross earnings. (For the current percentage of Loyola contributions see the current benefits plan on the Human Resources benefits webpage: <https://finance.loyno.edu/hr/benefits> ) You are vested in all contributions immediately upon participation. Previous service with an eligible employer may qualify for immediate employer contribution.

## **OTHER BENEFITS**

### **Faculty Personal Medical Leave<sup>1</sup>**

Ordinary faculty members, without regard to length of service, may apply for up to six months of paid personal medical leave to care for his or her own serious or chronic health condition.

Full-time extraordinary faculty members with continuing appointments and at least one year of service with the University may apply for up to six months of paid medical leave for their own serious or chronic medical condition during the term of their contract.

Once an approved Faculty Personal Medical Leave period begins, the faculty member cannot use more than 180 total calendar days of this leave during any 36-month rolling calendar period (which begins on the start date of any approved Faculty Personal Medical Leave period). The faculty member on personal medical leave will have no duties while on leave. In addition, the faculty member is not required to participate in the life of the University or the department during the leave.

If a faculty member's personal medical leave qualifies under the FMLA, time taken as personal medical leave will run concurrently with any FMLA leave. Salary and university-paid benefits will continue for the duration of the leave up to a maximum of six months.

When a faculty member is unable to fulfill teaching responsibilities for a medical reason, the department chair should take steps to replace the person in the classroom. If the medical leave is of a short-term nature (up to 14 consecutive calendar days), the department chair should replace the member's teaching duties with other departmental personnel. If the medical leave is expected to exceed more than 14 calendar days, the chair, in consultation with the Dean and in accordance with the provisions of the Faculty Handbook, may make arrangements to replace the faculty member for the remainder of the term. If a faculty member whose personal medical leave qualifies under the FMLA is released by the provider to return to work during the academic term, the faculty member may elect to return to work, as provided by FMLA, in consultation with the Dean and department chair. Alternatively, the faculty member may choose to remain on paid leave until the end of the term. In this latter case, the leave period after the faculty member is released for work will

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<sup>1</sup> Section added and approved by the BOT on July 9, 2026

not be counted against any remaining balance of time available under FMLA; moreover, the faculty member will be expected to be available for special projects or assignments as needed.

If the faculty member is unable to return to work at the beginning of the academic semester, the medical leave will be deducted from any available FMLA leave.

Faculty may, under the FMLA, apply for intermittent personal medical care leave. If the request is FMLA eligible, the faculty member will be paid their full salary and the University will continue to make benefit contributions. If all or part of the personal medical care leave request does not qualify as FMLA leave, the request for an extended leave for personal medical care will be reviewed on the basis of its merits and the needs of the University by the Dean and Department Chair.

For disabilities lasting longer than 6 months, faculty may apply for benefits under the University long-term disability plan.

A faculty member on medical or other University-approved leave shall work with their department chair and dean as early as is reasonably possible to identify an agreeable date for submission of reappointment materials and/or initiation of reappointment review. This date should be identified before leave is taken whenever possible. The submission date for materials, or the review timeline, may be adjusted to reflect the period of leave, so long as the adjustment is documented in writing.

If the faculty member wishes to request formal extension of the probationary period (i.e., a tenure-clock extension), they should submit the request in accordance with the University procedure for such extension. Parental leave tenure-track extensions are requested [using this form](#).

The University will issue the revised reappointment/review letter to the faculty member in a timely manner.

### **Parental Leave Policy for Faculty<sup>2</sup>**

Paid parental leave is time off from work for the birth or adoption of a child, or the assignment of a foster child. Full-time faculty members at the University will be entitled to eight weeks paid parental leave at full pay or 16 weeks at half pay. This equates to a half-time semester release at full pay or a full semester release at half pay.

Because parental leave is foreseeable, faculty must ordinarily provide at least 30 days advance notice and must seek the concurrence of the dean and department regarding such logistics as course coverage, supervising majors, and committee assignments, as well as approval by the provost and vice president for academic affairs. When the leave allows for advance planning, the curricular obligations of the faculty member on leave should be

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<sup>2</sup> Updated Text -- Policy Revised by the BOT on May 14, 2010 and May 17, 2019

accommodated by creative scheduling such as team teaching, rescheduling classes, course load adjustment, or cancellation of classes. Faculty may address appeals of these decisions to the University Conciliation Committee. When curricular responsibilities remain after all of the options listed above are utilized, part-time faculty may be hired to cover those responsibilities. Future course reductions for departmental colleagues who take on a significant portion of the teaching duties of the faculty member should also be considered.

Paid parental will begin at such time as may be determined by the University and the full-time faculty member. Such leave must commence and conclude within a 12-month period beginning with the first day leave is used. Paid parental or maternity leave will run concurrent with Family Medical Leave Act (FMLA) leave entitlement if the faculty member is entitled to FMLA leave.

Upon completing and submitting to the Office of the Provost the Tenure Review Extension Form – Parental Leave, a tenure track faculty member who becomes the parent of a child (either by birth or adoption), shall be eligible for an automatic one-year extension of the probationary period for tenure. This automatic extension, however, may be waived if the faculty member so desires and so indicates by selecting the appropriate block on the Parental Extension form.

No more than two extension requests will be granted; however, the second extension request (for the birth or adoption of a subsequent child) must be submitted in writing to the Office of the Provost. Such request will not be automatically granted but rather is subject to approval of the Provost.

**Tuition Reduction Program:** Faculty tuition waiver beginning first semester after full-time employment. Faculty may enroll in: 9 Undergraduate or 6 Graduate – hours per semester. Full tuition waiver for degree-seeking dependents beginning first semester after faculty member begins full-time employment. No limit on credit hours for dependents. Cannot be used for courses for which credit is not earned, extension courses, study abroad, continuing education programs, or payment for books or fees. Refer to Human Resources web site for further Tuition Remission Program Information and forms ([www.loyno.edu/humanresources/forms/index.html](http://www.loyno.edu/humanresources/forms/index.html)).

**FAXCHEX Program** for dependent children provides opportunities for tuition waivers at other Jesuit colleges and universities. More information available through the Office of Admissions.

**Flexible Spending Accounts:** Save for many non-reimbursed medical and dependent care expenses on a before-tax basis.

**Recreation Center:** Discounts for employee membership, payroll deduction available.

**Campus Parking:** Payroll deduction available.

**Credit Union:** Payroll deduction for savings, loans, and Christmas clubs.

**Employee Assistance Program:** Offers assistance with your concerns for family care, college, conflict management at home or work, financial, education or legal planning, child or elder care options, healthy living, and with various emotional issues that you may have through Horizon Health. These services are completely confidential, available any time by phone or online, and are available for you and your household at no charge.

\* Current details on all Loyola Benefits offered to full-time faculty and administrators can be found at the following Human Resources webpage: <https://finance.loyno.edu/hr/benefits>  
Updated Text – Summer 2023, 2026

Updated Text – BOT Approved May 16, 2008

## **CHAPTER THIRTEEN**

### **THE LOYOLA UNIVERSITY SENATE**

#### **CONSTITUTION**

**PREAMBLE:** The accumulation of human knowledge has resulted in an ever-increasing specialization within academic disciplines as well as a specialization within administrative functions. In the modern university, which requires such divisions, there arises a new need for coordination and communication among these divergent elements in the interest of goals common to them all.

Whereas, it is the province of the academic disciplines to preserve, teach and advance human knowledge, and whereas it is the province of administrators to provide an environment conducive to such activities, and to direct their operation, continuous liaison is therefore essential in order to resolve problems created by specialization.

The University Senate provides a forum in which all viewpoints can be presented, and its success requires open-minded, willing cooperation of all sectors of the University toward its goals. Thus the University Senate can both resolve problems which may arise within the academic disciplines and harmonize the specific functions of administrative and faculty specialists.

Therefore, we adopt these articles:

- I. **NAME:** The name of the body constituted in this document shall be THE LOYOLA UNIVERSITY SENATE.
- II. **PURPOSE:** The University Senate is an advisory body whose function is to assist the University in matters that the Senate deems appropriate concerning the whole University.
- III. **LIAISON WITH UNIVERSITY BOARD OF TRUSTEES:** The Administrators or President's Council are requested to notify the Senate in writing as to what action has been taken on the recommendations of the Senate.

#### IV. MEMBERSHIP:

*Section A.* The University Senate shall consist of the following members:

**1. Administrators**

The following administrators shall be members of the Senate *ex-officio*:

The President of the University

The Provost and Senior Vice President for Academic Affairs

**2. Faculty**

Representatives shall be elected from those full-time members of the faculty with at least one-year academic service to the University.

There shall be elected at least one representative from each department or school of the Colleges and the University Libraries elected by the members of the department, school, or college represented.

Faculty representatives from each school, college, or department shall be elected in an exact ratio of six to one, based on the number of full-time faculty positions scheduled for the next academic year, according to the Provost and Vice President for Academic Affairs. Fractions of one-half or greater shall be entitled to one additional representative. No college shall have fewer than two representatives.

**3. Former Chairman of the Senate**

Upon expiration of a term of office as elected Chairman of the Senate, in the event that he is not re-elected to the Senate or does not continue as a member in administrative capacity, a Chair shall remain a member of the Senate for one year following the expiration of the term of office.

**4. Alternates**

Any member of the Senate may, in writing, appoint a proxy, with voting privileges, to attend meetings in his or her absence. No one person may represent by proxy more than one other person. The proxy shall present to the Secretary a written appointment as proxy.

Elected members of the Senate must appoint as proxy a member from the same school, college, or department he or she represents or any other elected member of the Senate.

## **5. Floor Privileges**

Any member of the Senate may request approval for floor privileges for a non-member to address the Senate.

*Section B. Term of Office.* The term of office for faculty representatives shall be two years, except that those representatives elected in the first election year after the adoption of these amended articles shall be designated one-year and two-year representatives, as determined by drawing lots. One half of those elected shall serve for but one year; the remainder, for two years.

The by-laws shall specify the number of absences without proxy appointed and the kind of meetings (e.g. regularly scheduled) after which an elected member would be disqualified and when the vacancy will be filled by a special election of the department and/or college which that Senator represents.

*Section C. Procedure for Electing Senators.* Elections shall be held each year in April, or as soon thereafter as possible. All full-time faculty members scheduled to return the next academic year, according to the Provost and Vice President for Academic Affairs, shall vote for representatives from their own school, college or department. The ballot shall contain the names of all those eligible for membership and willing to serve, from the school, college or department thereof, and the number of representatives to be elected. In case of a tie, a run-off will be held. Vacancies shall be filled by special election within the school, college or department thereof in which the vacancy occurs.

A meeting shall be called on the second Thursday in May or as soon thereafter as possible, after membership elections are completed, for the purpose of electing new Senate officers. The terms of new and re-elected members shall begin at that meeting.

*Section D. Quorum.* A simple majority of the membership, , present in person, shall constitute a quorum.

## **V. OFFICERS:**

*Section A. Personnel.* The University Senate shall have the following officers: The President of the University shall be Honorary President of the Senate; from the body of the Senate shall be elected a Chair, Vice Chair, and a Secretary. These three elected officers, with the addition of two members elected from the Senate body, shall comprise the Executive Council of the Senate.

The Executive Council shall be empowered to make decisions for the Senate at such times when it is impossible to gather a quorum.

*Section B. Method of Election.* The three elected officers and two additional members of the Executive Council shall be elected by a simple majority of the entire Senate membership.

*Section C. Term of Office.* The three elected officers and two additional members of the Executive Council shall serve one year, with the privilege of re-election.

## **VII. MEETINGS:**

*Section A. Regular Meetings.* The schedule of regular meetings shall be determined by the Senate. At least one meeting a month shall be held during the academic year.

*Section B. Special Meetings.* A special meeting may be called by the Honorary President, the Chair, or by any five members of the Senate through the request of a member of the Executive Council.

## **VII. COMMITTEES:**

### *Section A. Delegation of Powers*

1. Any matter within the jurisdiction of the Senate may be delegated to committees which shall be responsible to the Senate.
2. Committees shall be of two kinds, standing or ad hoc.
3. The duties of each committee shall be specified by the Chair at the time of formation of the committee or in the By-laws.

### *Section B. Reports*

1. An ad hoc committee shall make a written report to the Senate on the completion of its duties.
2. Standing committees shall present interim reports as they deem necessary or at the request of the Senate.
3. The Chair may request any committee to distribute reports to the entire Senate membership.

### *Section C. Standing Committee.*

There shall be at least one standing committee.

**University Elections Committee.** This committee proposes nominees for University and Senate committees and offices of the Senate. The University Elections Committee shall be composed of the Chair, the Secretary and three additional members, preferably all from different colleges.

**VIII. *BY-LAWS:***

The Senate is empowered to adopt and amend By-laws for its operation by vote of a simple majority of the entire Senate membership.

The By-laws cannot be amended unless the proposal is presented at a regular meeting and voted on at a subsequent regular meeting.

**IX. *AMENDMENT OF THE CONSTITUTION:***

The Constitution may be amended by a two-thirds majority of the entire membership.

Proposed amendments to the Senate Constitution may be voted upon by mail ballot, but only after they have been discussed at a previous meeting and if so authorized by a majority of the Senate members present and voting at a previous meeting.

**X. *JURISDICTION OF THE CONSTITUTION:***

Insofar as this document alters the nature of the present Faculty Council and insofar as it constitutes a University Senate, this document shall supersede the By-laws of the Faculty Council.

**XI. *EFFECTIVE DATE:***

This document shall be effective on October 11, 1968, the date determined by the President and Board of Trustees of Loyola University.

**XII. *PROVISION FOR CONTINUITY:***

The existing Faculty Council and all of its officers and committees shall continue in effect until their successors are elected.

**BY-LAWS OF THE UNIVERSITY SENATE**

1. All meetings, except executive sessions, shall be open to all members of the University.
2. Final action on any resolution presented at a given meeting shall be delayed for at least one meeting.

3. Except in the case of emergency meetings, there shall be requirement of at least three days notice for meetings as to time and place and agenda.
4. The following shall be the procedure for meetings:
  - a) Report of Officers and Committees
  - b) Unfinished Business
  - c) New Business.
5. Temporary suspension of any by-law may be accomplished by a two-thirds vote of the members present at a given meeting.
6. An executive session may be requested by any member of the Senate, but it must be approved by a majority of those present.
7. The Senate shall follow Robert's Rules of Order except where they are in conflict with the Constitution.
8. Membership in the Senate will be forfeit when a member misses three regularly scheduled meetings in succession without a proxy. The Secretary will inform the Dean of the applicable College of such absences, and the Dean will call for an election for a replacement.
9. After the elections, it will be the duty of the Secretary of the previous year to distribute to all members of the Senate and to the President, the Provost and Vice President for Academic Affairs and the Editor of *The Maroon* a copy of the Constitution and By-Laws, and a list of Senate committee memberships that incorporates all changes made during the previous year.
10. If in any semester a member has a class scheduled at the same time as the regular Senate meeting or if the Senate member is on sabbatical or other leave, the department or college shall elect an alternate for that semester.
11. The Senate Chair shall receive a two-course release time during the year of service or in the following year. The Senate Chair may choose the semesters of the release but must give notice to the Provost during the previous semester. The Provost is responsible for funding these releases.

## CHAPTER FOURTEEN

### PROVISION FOR FACULTY HANDBOOK REVISION

The authority for final approval of *Faculty Handbook* revisions is vested in the Loyola University New Orleans Board of Trustees. However, the Ordinary Faculty enjoys the collective right of participation in deliberations concerning revision of the negotiable portions of this *Handbook* (Chapter 8, Section B-2 -h). This participation is implemented by Ordinary Faculty membership on the University *Faculty Handbook* Revision Committee, and by University Senate consideration of proposed *Handbook* revisions prior to final consideration by the Board. Moreover, each Ordinary Faculty member may introduce suggested changes to the *Handbook* according to the procedures set forth in Section B below.

#### **A. *The University Faculty Handbook Revision Committee***

A standing committee of the University, the University *Faculty Handbook* Revision Committee serves as the negotiating body for all negotiable *Faculty Handbook* revisions. Recommendations reached by this Committee shall be subject to consideration by the University Senate.

The University *Faculty Handbook* Revision Committee also serves as liaison between the Ordinary Faculty and the Board of Trustees and administrative officials for all proposed revisions to this *Handbook*, whether negotiable or non-negotiable.

#### **B. *Sources of Proposed Revisions***

A member of the Ordinary Faculty may submit a proposed change to this *Handbook* by forwarding the proposal in writing to the University *Faculty Handbook* Revision Committee, including the reasons such change is desirable. In the event a proposal submitted by a member of the Ordinary Faculty is not approved by the Committee, the faculty member concerned shall have the right to appear before the University Senate and request that the Senate forward the proposal to the Committee for additional consideration.

The following also may propose changes in the *Faculty Handbook* by submitting their recommendations to the University *Faculty Handbook* Revision Committee:

1. The Loyola University New Orleans Board of Trustees
2. The President of Loyola University
3. The Deans' Council
4. The University Senate
5. The College Assemblies

### ***C. Procedure for Negotiated Handbook Revisions***

The University *Faculty Handbook* Revision Committee shall meet as soon as practicable after receipt of a proposed revision. The Committee shall give careful and thorough consideration to each proposal submitted, and shall, when appropriate, gather outside materials or hear witnesses before deciding an issue.

If the University *Faculty Handbook* Revision Committee recommends a revision, it shall be forwarded to the University Senate for consideration. The Senate shall have the right to express its view regarding all proposed revisions before final acceptance or rejection by the Board of Trustees, provided the Senate gives timely consideration to proposed revisions. In those instances where early consideration by the Board is anticipated, the Senate shall be notified of a deadline, if any, for Board consideration of a proposal, to allow the Senate adequate opportunity for consideration of the proposal.

If there are, within the Committee, divergent views on a proposed revision which cannot be resolved by negotiation, each group shall have the right to draft proposals independently and to present these proposals to the Board of Trustees, provided each group first presents its proposal in final form to the opposing group in sufficient time to allow consideration of each proposal by each group. In such cases, the Senate shall have the right to present its position on each recommendation to the Board before final Board consideration is given to the proposals, and the group opposing the Senate view shall have the right to present a position to the Senate membership, verbally or in writing, before the final vote on the Senate position is taken.

### ***D. Procedure for Non-negotiated Handbook Revision***

Certain segments of this *Faculty Handbook* (listed at the end of this section) may be amended without preliminary negotiations within the University *Faculty Handbook* Revision Committee. In the event a non-negotiated change is proposed by the University Board of Trustees or administrative officials or the Deans' Council, the University Senate shall have the right to receive timely notification, through the Committee, of the proposed revision in the form in which it is to be considered by the Board, and to present written and/or verbal views of Senate membership to the Board before the final decision is made.

Chapter 13 of this *Faculty Handbook* is amended by the University Senate as provided in its Constitution and By-laws. However, the Senate shall provide a written copy of proposed changes to Chapter 13 in their final form to the Administration through the Committee, and appropriate University officials may present their viewpoints to the Senate before the proposed revision is approved by the Senate and forwarded to the Board of Trustees for final consideration.

Changes to the following *Faculty Handbook* segments are the prerogative of the Board of Trustees:

**1. Chapter 1, Sections B and D.**

The Goals Statement and the Character and Commitment Statement are amended by the Board of Trustees. However, this shall not preclude changes to these statements being suggested by members of the Ordinary Faculty, or the expressing of opinions by these members of changes proposed by the Board;

**2. Chapter 1, Section E.**

The Policy on Affirmative Action/Equal Employment Opportunity is amended by the Board of Trustees;

**3. Chapter 2.**

The University administrative structure is amended by the Board of Trustees, the President or one of the Vice Presidents as authorized by the Board;

**4. Chapter 3.**

Sections A and B of the University academic structure are amended by the Board of Trustees, President or Provost and Vice President for Academic Affairs as authorized by the Board. Section C is normally amended by negotiations within the College wherein a change is proposed, and between that College and the Provost and Vice President for Academic Affairs once changes have been agreed upon within the College concerned, with final approval by the Board;

**5. Chapter 12.**

The Ordinary Faculty normally participates in revision of fringe benefits through a committee of the University Senate negotiating with appropriate administrative officials of the University. Changes in fringe benefits proposed by Ordinary Faculty members are forwarded by the appropriate Senate representative to the University Senate committee conducting these negotiations. Proposed changes in fringe benefits shall not be considered to be expressive of the will of the faculty unless such changes are approved by the University Senate before final consideration by the Board of Trustees;

**6. Appendix A.**

The Charter and By-laws of Loyola University New Orleans are amended by the Loyola University New Orleans Corporation membership.

**E. *Procedure for revision to policies that apply to faculty that are not part of the Faculty Handbook***

Various policies apply to faculty but do not form part of the Faculty Handbook. Many of these are contained in the Human Resources Policies and Procedures Manual. These and similar policies should be considered as adjuncts or appendices to the Faculty Handbook, and they may not contradict any provision of the Faculty Handbook except to the extent required by law.

Such proposed policies (and policy revisions) must be reviewed and endorsed by the University Faculty Handbook Revision Committee and the University Senate.

## **CHAPTER FIFTEEN**

### **THE NON-TENURE TRACK FACULTY**

#### ***A. Members of the Non-Tenure Track Faculty***

Non-tenure track faculty hold teaching appointments that are not tenured or tenure track or are not governed by other chapters of this Handbook. The non-tenure track faculty are divided into four broad categories: faculty on short-term or part time contracts (A.1); full-time faculty with fixed-term appointments (A.2); full-time faculty with renewable-term or continuing appointments (A.3); and faculty with other kinds of appointments, including for a project for which continued financial and salary support is not assured (A.4). The conditions of each appointment, including salary, rank, term of appointment, including service expectations, shall be stated and confirmed to the faculty member in writing by the dean of the college. Any special understandings shall be stated and confirmed in writing by the dean of the college.

All faculty are entitled to the rights, academic freedom, and grievance procedures as provided in Chapter 8, sections A, C, and D. Non-tenure track faculty positions are not intended to replace tenure or tenure track faculty, but are primarily designed to fill short-term teaching needs, or long-term teaching needs for which special circumstances exist that render it appropriate to use non-tenure track rather than tenure track faculty. Non-tenure track faculty who hold fixed-term appointments for three continuous years or who hold continuing appointments, and whose contract(s) includes service obligations, enjoy governance rights, as appropriate, as described in Chapter 8, section B-2, except as to rank and tenure matters. Each college may develop and implement additional policies and practices for non-tenure track appointments, but such policies must be consistent with the provisions of the Faculty Handbook, in particular, Chapters 4 and 5 with regards to the title, ranks, and other identification given to non-tenure track appointments. Generally, colleges may not assign the titles “Professor,” “Associate Professor,” and “Assistant Professor,” as defined in Chapters 4 and 5, to non-tenure track faculty, unless those titles and ranks are customary for non-tenure track faculty in that discipline. The type of appointment is clearly specified in the initial and subsequent appointment contract or letter of appointment.

Non-tenure track faculty appointments, reappointments, and evaluative processes should be made in consultation with college or department tenured and tenure-track faculty, and similar considerations that guide tenure-track appointments should be used in non-tenure-track appointments, as appropriate, including the need to ensure a diverse faculty institutionally and in colleges.

All non-tenure track faculty enjoy the same right of access to on-campus or on-line materials, on-campus resources, and support services that are provided to tenured and tenure-track faculty. This includes copies of required textbooks, email accounts, ID cards for affiliation and discounts, library privileges, parking, computers, photocopiers or basic office supplies.

All non-tenure track faculty enjoy access to on-campus professional development opportunities that are provided to tenured and tenure-track faculty.

Non-tenure track appointments may vary in duration according to the rules of each college. A performance review shall be conducted to determine every reappointment to a regular full-time non-tenure track faculty position. This reappointment process shall be subject to the rules and practices of each college and, where appropriate, the approval of the Office of Academic Affairs. Unless special circumstances dictate, if the contract appointment is for three years or more, the faculty member will be notified no later than December 15 of the last contract year before her or his employment is terminated. All other terms of appointment and reappointment are subject to the rules and practices of each college and, where appropriate, the approval of the Office of Academic Affairs. Decisions concerning evaluation and termination of non-tenure track appointments are made by the respective colleges with the approval of the Office of Academic Affairs.

Although student teaching evaluations may be considered in evaluating non-tenure track faculty, student teaching evaluations may never be the sole basis on which evaluations of non-tenure track faculty rest. College and departments reviewing non-tenure track faculty appointments must engage in a holistic consideration of teaching effectiveness resting minimally on student evaluations.

Non-tenure track faculty shall not be retaliated against or denied reappointment on the basis of that faculty member's refusal to engage in activities or duties not specifically required by contract or outlined in the letter of appointment, unless those activities or duties are inherent or essential to their instructional duties, or generally apply to most employees, such as trainings.

Generally, no more than 35% of the institution's full-time faculty will consist of non-tenure track faculty in any one academic year.

### **1. Short-term Appointments**

Short-term or Adjunct faculty are part-time instructors, appointed to teach for one academic semester, usually for not more than six credit hours. Advising, research and service are not expected of these faculty, unless specified by contract. Adjunct appointments may be continued indefinitely, provided that the nature of the appointment is bona fide part-time. Adjuncts do not enjoy a guarantee that their part-time contracts will be renewed.

## **2. Fixed-term Appointments**

Fixed-term appointments are full-time, typically for a fixed period of one semester or one academic year whose primary duties are instructional. These appointments may be renewed at the discretion of the department chair and dean. Non-tenured faculty with fixed-term appointments for three continuous years who have earned consistently good performance evaluations enjoy a presumption that their fixed-term appointment will be renewed for one year, subject to the University's budgetary constraints. If the University determines that budgetary constraints make it unfeasible to grant fixed-term appointments another year, that determination is final and should be communicated to the faculty member as soon as possible.

Evaluations of non-tenure track faculty on fixed-term appointments should be comprehensive. Non-tenure track faculty with fixed-term appointments usually teach a maximum of 12 credit (or its equivalent) hours per semester. Additional non-teaching duties are not expected of these faculty, unless specified by contract or the letter of appointment. If the contract does not contain the terms, then the contract incorporates the terms provided in the letter of appointment.

Fixed-term faculty ranks include visiting professors, lecturers and senior lecturers.

## **3. Continuing Appointments**

Faculty on continuing appointment are appointed primarily to teach in an area of persistent programmatic need. Continuing faculty appointments are full-time, on the basis of a fixed contract for a term of three to five years, presumptively renewable annually based on good evaluation of the yearly performance. Continuing faculty usually teach a maximum of 12 credit hours (or its equivalent) per semester. Teaching must be the continuing faculty member's primary duty, though they may perform additional duties as specified by contract or the letter of appointment. If the contract does not contain the terms, then the contract incorporates the terms provided in the letter of appointment.

Continuing faculty are eligible for salary adjustments and may be eligible for other University support for their professional development and contractual work, including support for travel to conferences and research, to the extent practicable. Provisions for appointment, evaluation, and renewal of continuing appointments may be specified in each college handbook but have to be consistent with the relevant provisions of this Chapter and the Handbook in general. Continuing faculty ranks include lecturer, senior lecturer and professor of the practice.

#### **4. Non-Tenure Faculty with other kinds of Appointments**

Non-tenure faculty may also include faculty or professionals invited to visit, teach or work on scholarly interests for a fixed period of time. This category of appointment includes artists in residence, post-doctoral fellows, or research fellows. These positions are temporary in nature and are subject to the terms of their contract.

##### ***B. Non-Tenured Track Faculty Ranks***

**Visiting Professors:** A visiting professor is one who may or may not hold professorial rank at an institution of higher education, and is temporarily serving full-time as a faculty member at this University. Their full title should correspond to their rank at their home institution (i.e. Visiting Assistant Professor, Visiting Associate Professor, or Visiting Professor). Visiting professors normally serve one-year terms and may be considered for a tenure or tenure track position while visiting at Loyola. Normally, visiting professors may serve two years at Loyola as visiting professors.

**Professors of the Practice, Lecturers, and Senior Lecturers:** These categories of full-time faculty membership refer to faculty whose primary assignment is instruction and activities related to instruction. The choice of titles for these appointments follows prevailing practices and traditions in the schools and disciplines.

**Professor of the Practice:** A member of the faculty whose primary assignment is instruction and activities related to instruction. Professors of the Practice have terminal degrees or equivalent professional experience. Professors of the Practice do not receive and are not eligible for tenure.

The performance reviews that must be conducted in connection with all reappointment determinations for Professors of the Practice shall be conducted by the appropriate academic unit (school, institute, center, or departmental faculty), the college rank and tenure committee (only where needed or required by accreditation), the college Dean, and the Provost.

**Lecturer:** A member of the faculty whose primary assignment is instruction and activities related to instruction. Lecturers hold terminal degrees or have equivalent professional experience. Lecturers do not receive and are not eligible for tenure. Initial appointments can be made at the rank of either Lecturer or Senior Lecturer.

The performance reviews that must be conducted in connection with all reappointment determinations for Lecturers and Senior Lecturers shall be conducted by the appropriate academic unit (school, institute, center or departmental faculty), the college rank and tenure committee, the college Dean, and the Provost. Similarly, any promotion to Senior Lecturer shall be preceded by a performance review conducted by the appropriate

academic unit (school, institute, center or departmental faculty), the college rank and tenure committee, the college Dean, and the Provost.

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

Employment of all members of the non-tenured faculty shall be by formal contract, signed by the faculty member and the Provost and Senior Vice President for Academic Affairs, that incorporates the particular terms provided in the letter of appointment. The University will give notice to the faculty member of the appointment terms and salary to be offered for the subsequent year, ordinarily on or before May 15.

## CHAPTER SIXTEEN

### COMMITTEES OF THE UNIVERSITY REFERENCED IN THIS *HANDBOOK*

The committees given in this chapter represent the major committees of the University in which members of the Ordinary Faculty play significant roles.

The committees listed in this chapter are referenced in this *Handbook*. It is part of the contractual status of the Ordinary Faculty (see Chapter 6, Section A) that the extent of faculty participation on these committees shall not be diminished, in either relative nor absolute terms, nor shall changes in the purposes of the several committees of Chapter Sixteen be made without the advice and consent of the Senate. Changes in the duties of the various committees will not be made without the advice and comment of the Senate.

The relevant University official may alter the non-faculty personnel on any given committee without recourse to procedures specified in Chapter 14 of this *Handbook*.

If a University official appoints an additional non-faculty person to a committee, the University Senate has the prerogative to appoint an additional faculty representative if it chooses. A University official is defined as anyone identified by non-faculty title on any committee described in this chapter, e.g., “director”, “Vice President”, etc.

The appointive officer for each committee shall be responsible for notifying the *Faculty Handbook* Revision Committee of any changes made in non-faculty personnel so that the *Handbook* can be accurately updated.

Most meetings of the University committees are open to anyone with an interest in the activities of the committee. The date, time, place agenda of meetings and committees shall be posted and/or published reasonably in advance of such meetings but no less than three days prior thereto. Posting and/or publication of this notice shall be made in accordance with policy adopted by the University Senate. An individual interested in the operation of any committee is encouraged to contact the chairperson of the committee for more complete details.

Whenever an individual is listed by title, that person holds the position *ex officio*. It is presumed that all members of a committee have voting and proxy assigning privileges, unless these are specifically prohibited.

A committee member who has a conflict of interest in a subject matter under the jurisdiction of a committee shall recuse himself/herself or may be recused by the Committee Chair from voting, and voting shall be by secret ballot.

Faculty and staff members serving on college or university committees, especially those tied directly to Academic Affairs, are expected to represent the views of their constituents in discussion and voting, and submit brief written reports on relevant committee business and initiatives directly to their respective college Dean, Chairs, and Directors at least once each semester.

## COMMITTEE ON DIVERSITY, EQUITY, AND INCLUSION

**Chair:** Ordinary Faculty member elected by the Committee

**Secretary:** A member selected by the Committee

### **Voting Members:**

- Chairperson of the Committee (included in faculty count below)
- The Director of the Women's Resource Center (*ex officio*)
- One member of the ordinary faculty from each of the Colleges with ordinary faculty and the University Library ordinary faculty to be elected by the Senate.
- Office of Student Affairs Representative
- SGA Representative (Director of Diversity)

### **Non-Voting Members:**

- Director of Multicultural Affairs Office (*ex officio*)
- Human Resources Director or Representative
- Provost's Office Representative (*ex officio*)
- Student Affairs Representative
- Mission and Identity Representative
- SGA Representative
- Enrollment Management Representative

### **Terms:**

1. Appointments are made for 3-year terms, staggered initially, and appointees may serve consecutive terms.

### **Purpose:**

This committee shall advise the President on all matters relating to diversity, equity, and inclusion.

### **Duties:**

1. It shall review on a regular basis the progress made within the University in the recruitment, appointment, promotion, and other employment considerations of members of marginalized groups with respect to diversity, equity, and inclusion goals and time tables.
2. It shall present to the President annually a fully detailed analysis of the current student and employment profiles, and shall recommend to the President any remedies it deems necessary in order to keep alive the ideals of diversity, equity, and inclusion at the University.
3. It shall recommend to the President modifications of the diversity, equity, and inclusion strategic plan when it determines such modifications are desirable.

4. It shall support diversity in the curriculum by encouraging faculty members to include diversity topics in their courses, and by offering tangible support to faculty to encourage the creation of courses which promote diversity, equity, and inclusion.
5. It shall monitor and promote academic and co-curricular programs and activities which feature diversity, equity, and inclusion themes.
6. It shall meet three times per semester (Fall and Spring).
7. It shall report to the President.

## **DEANS' COUNCIL**

**Chairperson:** Deans rotate as Chairperson

**Voting Members:**

1. The Deans of the six colleges and the Dean of the University Library

**Terms:** All members of the Council serve *ex officio*

**Scope:**

1. This Committee shall serve primarily as a forum for the exchange of information among the Deans of the Colleges and the Dean of the University Library.
2. It shall seek to devise potential solutions to common problems and to provide policy input to appropriate University committees and administrators.
3. It shall meet at least once a month with the Provost and Senior Vice President for Academic Affairs.
4. It will meet at least once a month with the Provost and Senior Vice President for Academic Affairs.
5. It shall meet on a regular basis and at the call of the Chairperson. Any member of the Council may ask the Chairperson to convene a meeting.
6. It shall report to the Provost and Senior Vice President for Academic Affairs and the Provost Council.

## **FACULTY DISCRIMINATION AND HARASSMENT GRIEVANCE COMMITTEE**

**Chairperson:** A member of the Ordinary Faculty appointed by the President

**Secretary:** A member selected by the Committee

### **Voting Members:**

1. Chairperson of the Committee
2. Six members of the Ordinary Faculty, one from each College and the University Library, appointed by the President, with the advice of the Provost and Senior Vice President for Academic Affairs and the Executive Council of the University Senate
3. Two alternate members appointed by the President

**Terms:** All members and the alternates serve a term of three years, staggered initially, with the possibility of renewal in three-year intervals.

### **Purpose:**

This Committee shall have the responsibility of hearing cases involving matters concerning discrimination, bias and harassment complaints.

### **Duties:**

1. It shall serve as a separate and independent body to adjudicate discrimination, bias and harassment complaints.
2. It shall communicate its findings of facts and recommendations to the President of the University in letter form within a reasonable time after a hearing, with copies to all involved parties.
3. The President may either accept or reject the recommendations of the Committee and their decision will be communicated in writing to the Committee Chairperson, with copies to all involved parties. In the event the President rejects the recommendations of the Committee, they should state in their decision the reasons for the rejection.
4. It shall meet at the call of the Chairperson.
5. It shall report to the President.

## **GRADUATE COUNCIL**

**Chair:** Vice Provost for Institutional Research, Accreditation, and Academic Engagement

**Vice Chair:** A member selected by the Committee

### **Voting Members:**

1. Vice Provost
2. Unit directors/Chairs with graduate programs or faculty designees selected by their respective unit leader.

### **Non-voting Members:**

1. One decanal representative from each college with graduate programs will serve as an ex officio member.
2. Director of Graduate Admissions

### **Terms:**

Terms for unit directors and faculty designees are at the discretion of their unit leaders or deans.

### **Purpose:**

To support graduate education to ensure the quality and integrity of Loyola University's graduate programs.

### **Mission and Vision Statement for Graduate Education:**

Grounded in Ignatian values, the mission of graduate education at Loyola University New Orleans is to develop dynamic leaders who think critically and globally and act with professional competence and integrity to enrich their communities.

### **Duties:**

1. Review graduate degree programs (including credit-bearing certificate courses/programs).
2. Recommend and provide oversight of general academic and administrative policies (including admission, progression and degree-certification policies) that govern all graduate programs and ensure that they are promulgated in appropriate university publications.
3. Advocate for support of graduate education.
4. Enhance communication and coordination for graduate programs and share best practices.
5. Gather information and make reports and recommendations to the Provost Council regarding graduate education.
6. Develop, implement, and review a strategic agenda and action strategies on an ongoing basis.

7. Sponsor annual open houses and graduate poster research symposia.
8. Serve as selection committee for the Ignatian Graduate Award, which is presented each spring at the Baccalaureate Mass.
9. Benchmark best practices of graduate programs at peer and aspirational schools to continuously improve the graduate education at Loyola.
10. The Graduate Council reports to the Provost and Senior Vice President for Academic Affairs.
11. The Graduate Council will meet once per month during the academic year, or as directed by the chair.

## **STANDING COMMITTEE ON THE LOYOLA CORE**

**Chairperson:** A member selected by the committee

**Secretary:** Appointed by the Provost and Senior Vice President for Academic Affairs

### **Voting Members:**

1. Two Ordinary Faculty members from the Humanities divisional faculty of the College of Arts and Sciences
2. Two Ordinary Faculty members from the Natural Sciences divisional faculty of the College of Arts and Sciences
3. Two Ordinary Faculty members from the Social Sciences divisional faculty of the College of Arts and Sciences
4. One Ordinary Faculty member from departments and programs representing the non-traditional/evening programs from the College of Arts and Sciences or the College of Nursing and Health
5. One Ordinary Faculty member from the College of Music and Media
6. One Ordinary Faculty member from the College of Business
7. One Ordinary Faculty member from the University Library
8. One faculty member from the Loyola Jesuit Community

### **Non-voting Members:**

1. One representative from the Deans' Council
2. One Student Government Association representative

### **Terms:**

1. Faculty member terms are for three years, staggered and renewable, as determined by each college's protocols/elections.
2. Student Government Association representative may be the Student Government Association President or appointed by the Student Government Association to serve an annual term (may be renewed).
3. Term of Deans' Council representative will be determined by the Deans' Council.

### **Quorum:**

The presence of six voting members constitutes a quorum for matters requiring committee approval or other official voting. In the absence of quorum, the membership present may still deliberate and discuss matters on the agenda for the official record. In cases where a quorum is met, motions require a simple majority of votes cast to be in favor of the motion.

### **Purpose:**

This committee reviews Loyola Core course proposals and provides oversight of the Loyola Core. This committee is also responsible for conducting a formal, ongoing, and routine review and evaluation of the Loyola Core.

**Duties:**

1. It shall serve as the review body for approval of all Loyola Core course proposals; course approvals shall require a two-thirds vote by the committee for approval.
2. It shall provide oversight of the Loyola Core program.
3. It shall evaluate the effectiveness of the Loyola Core, as well as the effectiveness, composition, and processes of the Standing Committee on the Loyola Core, beginning three years after implementation and every five years thereafter, and report to the Provost, the Deans' Council, the University Courses and Curriculum Committee, the Standing Council for Academic Planning, and the College faculty assemblies.
4. It shall serve as the review board for reconciliation of conflicting requirements with degree programs across all colleges and majors, including professional and continuing studies (non-traditional/evening) programs. Reconciliation of conflicting requirements must be approved by the University Courses and Curriculum Committee.
5. It shall ensure that the Loyola Core embodies the Ignatian vision of education and values.
6. It shall revise, as necessary, criteria that govern Loyola Core course approval, course evaluation, course development, and course implementation. Revisions to criteria must be approved by the University Courses and Curriculum Committee.

## **STANDING COUNCIL FOR ACADEMIC PLANNING**

**Chairperson:** Provost and Senior Vice President for Academic Affairs

**Secretary:** Appointed by Chairperson

### **Voting Members:**

1. Chairperson of the Council
2. One ordinary faculty member elected by the University Senate
3. Four ordinary faculty members from the College of Arts and Sciences, one elected from each division (Humanities, Natural Sciences, and Social Sciences), and one at-large, with no more than one representative from any department or school
4. One ordinary faculty member from the College of Business determined by criteria internal to the college
5. One ordinary faculty member from the College of Music and Media determined by criteria internal to the college
6. One ordinary faculty member from the College of Law determined by criteria internal to the college
7. One ordinary faculty member from the College of Nursing and Health determined by criteria internal to the college
8. One ordinary faculty member from the University Library
9. One decanal representative, with a decanal alternate selected by the Council of Deans

### **Non-voting Members:**

1. Vice Provost for Institutional Research, Accreditation, and Academic Engagement or delegate
2. Two student members from different colleges with two student alternates.

### **Terms:**

1. Faculty members serve four-year staggered terms that are renewable.
2. The Decanal representative and alternate will serve two-year staggered terms that are renewable.
3. Student members serve one-year terms; the student members may serve a second term, if possible, at the request of the Council.
4. Student members are nominated by their Deans, and are subject to approval by the Provost and Senior Vice President for Academic Affairs.

**Purpose:** This Council is responsible for academic planning for the University.

### **Duties:**

1. It shall require, on a rotating basis, a Five-Year Plan from every academic department in the University, setting forth plans, goals, and objectives.
2. It shall assign areas of institutional research required for academic planning.

3. It shall assign *ad hoc* committees where needed for academic planning.
4. It shall coordinate its efforts with those of all other University groups engaged in academic planning (see for example UBC, Duty 2).
5. It shall gather information and make reports and recommendations to the President and the Board of Trustees regarding degrees and programs.
6. It shall review proposals for program inaugurations and discontinuances and evaluate such proposals on the basis of criteria voted on favorably by the University Senate and the President. SCAP will advise, in writing, the Board of Trustees, the President, and the University Senate concerning the proposed inauguration or discontinuance. Economic constraints, educational and professional needs and community expectations are necessary considerations in all recommendations.
7. It shall meet on a fortnightly basis during the academic year and at the call of the Chairperson.
8. It shall review its membership every three years to determine if all constituents are represented.
9. It shall report to the Provost and Senior Vice President for Academic Affairs.

## **STRATEGIC PLANNING TEAM**

**Chairperson:** Provost and Senior Vice President for Academic Affairs

### **Voting Members:**

The following are members of the Strategic Planning Team:

1. Provost and Senior Vice President for Academic Affairs
2. Decanal Representative selected by the Council of Deans
3. Chairperson of the University Senate
4. President of the Student Government Association
5. Six elected members of the ordinary faculty (one from each college and the library).
6. Chair, Staff Senate

### **Non-Voting Members**

7. Vice President for Finance and Chief Financial Officer
8. Vice President of Student Affairs
9. Vice President of University Advancement
10. Vice President for Mission and Identity
11. Vice President of Enrollment Management

### **Terms:**

The elected members are chosen for three-year terms, staggered initially.  
The Decanal representative will serve a two-year term.

### **Purpose:**

The Strategic Planning Team is established by the President, approved by the Board of Trustees, and incorporated into the *Faculty Handbook*, as the primary planning unit at the university level. It is responsible to the President for university planning and for recommending the annual objectives of the University. In addition, it ensures that effective planning takes place at all levels of the University. Like all other campus committees, the Strategic Planning Team is advisory in nature.

### **Duties and Procedures:**

1. It reviews annually the progress made in achieving the “University Mission Statement,” the “Loyola University New Orleans Statement of Educational Purpose,” and the “University Strategic Plan”.
2. It follows the Strategic Planning Team calendar, meeting at least monthly during the academic year and at the call of the chairperson.
3. It gathers information and assessment data regarding the institutional effectiveness of the University. It informs and seeks input from the faculty, staff, Student Government Association, and the University Senate regarding its recommendations and other matters.
4. It votes on all major strategic, academic, and administrative plans and presents recommendations to the President and the Board of Trustees regarding all matters of strategic, operational, and annual planning at the University.

5. It may establish *ad hoc* committees where needed for university planning.
6. At its meetings the presiding chairperson follows the ordinary rules of parliamentary procedure. The chairperson develops the agenda. The agenda includes an open period in which any member may introduce items of concern to the whole Strategic Planning Team.
7. The meetings of the Strategic Planning Team are open to all members of the faculty and staff.
8. The work of the Strategic Planning Team is reviewed annually to insure that information is flowing effectively between representatives and those they represent, and that academic matters are prioritized.
9. The committee shall report to the President.
10. Changes in this protocol may be made at any time by the President in accord with the norms of the *Faculty Handbook* (Confer Chapter 14 and Page 16-1).

## **UNIVERSITY BUDGET COMMITTEE**

**Chairperson: Provost and Senior Vice President for Academic Affairs**

### **Voting Members:**

1. Provost and Senior Vice President for Academic Affairs
2. Vice President of Finance and Chief Operating Officer
3. Vice President of Enrollment Management
4. Vice President of Student Affairs
5. Vice President of University Advancement
6. Deans from all colleges
7. Vice President for Mission and Identity
8. Two members of the Ordinary Faculty elected by the Senate for two-year staggered terms
9. Chair, University Senate
10. Chair, Administrative Staff Senate
11. A student representative appointed by the Student Government Association for a one-year term

### **Purpose:**

This committee has the responsibility to prepare the annual Budget and to recommend the budget to the President.

### **Duties:**

1. It shall make recommendations to the President regarding financial policy.
2. It shall maintain close liaison with SCAP, since it is the Budget Committee's responsibility to allocate resources in line with priorities enunciated by SCAP, and it is SCAP's responsibility to plan realistically for the future within the limitations placed by the Budget Committee. SCAP outlines priorities; the Budget Committee outlines the budget in line with Board-approved priorities.
3. It shall meet on a regular basis, during the fall semester and weekly as target dates approach.
4. It shall report to the President.

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Updated Text – Approved by BOT on May 20, 2011, March 9, 2018, March 13, 2020, July 9, 2026

## **UNIVERSITY COMMITTEE ON INTERNAL GRANTS**

**Chairperson:** A member selected by the Committee

### **Voting Members:**

Seven members of the Ordinary faculty, with representation as follows:

1. Three from the College of Arts and Sciences (one from each of Humanities, Natural Sciences, and Social Sciences)
2. One from the College of Nursing and Health
3. One from the College of Music and Media
4. One from the College of Business
5. One from the College of Law
6. One from the University Library
7. One alternate shall be appointed for each College and the University Library.

### **Non-voting Members:**

1. The Director of Grants and Sponsored Projects (ex officio)

Members are appointed by the Provost and Senior Vice President for Academic Affairs upon the recommendations of the Deans.

### **Terms:**

All members serve three (3) year terms. Terms are staggered. Members may serve more than once but may not serve consecutive terms.

### **Purpose:**

This Committee shall be responsible for supporting scholarly/creative activities, Teaching effectiveness, and professional development. It shall serve as a recommendation committee to the Provost and Senior Vice President for Academic Affairs on the rewarding of internal faculty grants and the Marquette Fellowship program.

### **Duties, procedure and policies:**

1. It shall recommend to the Provost those proposals for support of scholarly/creative activities and teaching effectiveness/professional development enhancement that the committee deems qualified for financial support from the university.
2. It shall annually assess funding amounts for the various grants categories and may propose to the Provost changes and increases in award limits for each category of grants.
3. It shall review, on an ongoing basis, the needs for additional types of faculty grants, and may recommend changes to the Provost and Senior Vice President for Academic Affairs.

4. It shall establish and disseminate procedures through which faculty members may apply for support of these activities and projects. It shall annually review its policies and procedures in order to ensure that the process of application is clear and accessible to the faculty.
5. It shall meet at the call of the Chairperson. Alternates must attend in the place of any committee member who cannot be present. If a member is applying for a grant or fellowship, the member must excuse him-or herself from the grant cycle in which that set of applications will be discussed and the appropriate alternate must attend as a substitute.
6. It shall report to the Provost and Senior Vice President for Academic Affairs.

## **UNIVERSITY CONCILIATION COMMITTEE**

**Chairperson:** A member selected by the Committee

**Secretary:** A member selected by the Committee

### **Voting Members:**

1. One tenured member of the Faculty from each College of the University and the University Library.
2. One tenured member of the Faculty from each College of the University and the University Library shall be designated alternates.
3. Members of Rank and Tenure Committees of the University or of any College, except the College of Law and the University Library, are ineligible for simultaneous membership on the Committee.
4. All administrative officers of the University and departmental chairs are ineligible for membership on the Committee.

### **Terms:**

1. The members and alternates shall be elected for three-year terms by a majority of those members of the Ordinary Faculty from each College who cast a vote.
2. Principal parties in a matter before the Committee may challenge any Committee member's participation for cause. That member will be recused and replaced by an alternate.
3. Members of the Committee may recuse themselves from serving in a particular instance if contact with the persons or the issue involved would put impartiality into question.
4. In cases brought forward by or against faculty members from the College of Law or University Library, that college's representative and alternate are presumptively recused, unless the Law or Library faculty members concerned waive that recusal, in writing, to the committee chair. A request under this provision cannot supersede recusals for cause.

### **Purpose:**

This Committee shall make informal attempts to effect adjustment of grievance of any faculty member.

1. This Committee shall conduct informal inquiry, in an attempt to effect an adjustment in cases of dismissal for cause (see Chapter 9, Section C-2-b) of a faculty member with tenure or with a special or probationary appointment before the end of the specified term.
2. It shall review, upon written request of a faculty member, recommendation or decision against renewal of probationary appointment allegedly based on inadequate consideration in terms of relevant standards of the University. (See Chapter 4, Section G.)

3. It shall investigate and make informal inquiry into an allegation in writing by a faculty member on probationary or other non-tenured appointment that a decision not to reappoint him or her was based significantly on considerations violative of (a) academic freedom or of (b) policies on making reappointments without discrimination with respect to race, color, religion, sex, handicap, age or national origin. (See Chapter 1, Section E and Chapter 8, Section C.)
4. It shall review, upon written request of a faculty member or someone representing the faculty member, a decision to terminate an appointment with tenure, or a probationary or special appointment, before the end of the specified term for medical reasons. (See Chapter 9, Sections A-8 and D.)
5. It shall review, if the faculty member so requests, evidence for suspension for medical reasons. (See Chapter 9, Sections B and D.)
6. It shall render a judgment to appropriate University administrators concerning suspension of a faculty member because of alleged harm in the absence of a suspension. (See Chapter 9, Section B.)
7. It shall receive petitions for redress from any faculty member alleging cause for grievance in any matter. The Committee shall have the right to decide whether or not the facts merit a detailed investigation, but must investigate if a faculty member alleges violation of academic freedom or of policies against discrimination with respect to race, color, sex, handicap, age, or national origin. (See Chapter 1, Section E and Chapter 8, Sections C and D.)
8. It shall meet at the call of the Chairperson.
9. It shall report to the President of the University and to the University Senate.

## **UNIVERSITY *FACULTY HANDBOOK* REVISION COMMITTEE**

**Chairperson:** One of the faculty members elected by the University Senate, selected by the Committee

**Secretary:** One of the faculty members elected by the University Senate, selected by the Committee

### **Voting Members:**

1. Three tenured members of the Ordinary Faculty elected by the members of the University Senate.
2. Three members of the University administration appointed by the President.

### **Terms:**

Three-year staggered terms.

### **Purpose:**

This Committee shall be responsible for negotiating such changes to the *Faculty Handbook* as are proposed to it under the provisions of Chapter 14.

### **Duties:**

1. It shall determine whether the proposed changes lie within the purview of negotiation by the Committee.
2. It shall promptly distribute its findings and conclusions to the University Board of Trustees, the President, and the University Senate.
3. It shall assure that all of the provisions and limitations as set forth in Chapter 14 are duly met.
4. It shall meet at the call of the Chairperson.
5. The first meeting of the academic year shall be called by the Provost and Senior Vice President for Academic Affairs no later than October 1 of each year.
6. It shall report to the President of the University and the University Senate.

## UNIVERSITY RANK AND TENURE COMMITTEE

**Chairperson:** A member selected by the Committee

**Secretary:** A member selected by the Committee

### **Voting Members:**

1. Three tenured members of the Ordinary Faculty of the College of Arts and Sciences, one elected from each division (Humanities, Natural Sciences, and Social Sciences). Three tenured members of the Faculty of the College of Arts and Sciences (one from each division) shall be designated alternates.
2. One tenured member of the Ordinary Faculty of the College of Business. One tenured member of the Ordinary Faculty of the College of Business shall be designated an alternate.
3. One tenured member of the Ordinary Faculty of the College of Music and Media. One tenured member of the Ordinary Faculty of the College of Music and Media shall be designated an alternate.
4. One tenured member of the Ordinary Faculty of the College of Law. One tenured member of the Ordinary Faculty of the College of Law shall be designated an alternate.
5. One tenured member of the Ordinary Faculty of the College of Nursing and Health. One tenured member of the Ordinary Faculty of the College of Nursing and Health shall be designated an alternate.
6. One tenured member of the Ordinary Faculty of the Monroe Library. One tenured member of the Ordinary Faculty of the Monroe Library shall be designated an alternate.
7. One tenured member of the Ordinary Faculty elected by the University Senate. The University Senate shall also elect one tenured member of the Ordinary Faculty to serve as alternate.

### **Terms:**

1. Members shall serve three-year staggered terms, renewable once.
2. In the spring semester of each year, the Elections Committee of each College, following its normal procedures, will conduct a secret ballot among the faculty of each college to determine its representative(s). In case of a tie vote, a run-off election must be held.

### **Purpose:**

This Committee serves as an appeals body primarily in cases of denial of rank and/or tenure. This Committee also hears ordinary faculty complaints concerning academic freedom.

### **Duties:**

1. This Committee is essentially an appeals body, primarily in cases of denial of promotion and/or tenure.

2. A faculty member may appeal a decision concerning promotion or tenure to the URTC. The recommendation of the Committee on the appeal will be made in writing to the President. (These procedures are given in greater detail in other sections of this *Handbook*.)
3. A faculty member may appeal a termination notice that is based on medical reasons, program discontinuance or financial exigency. (These procedures are given in greater detail in other sections of this *Handbook*.)
4. It shall hear cases referred to it by the University Conciliation Committee. (See Chapter 4, Section G.)
5. The Committee shall meet at the call of the Chairperson.
6. It shall report to the President.

## CHAPTER SEVENTEEN

### OTHER MAJOR COMMITTEES OF THE UNIVERSITY

The Committees given in this Chapter represent the other major Committees of the University in which members of the Ordinary Faculty play significant roles.

Most meetings of University Committees are open to visitors with an interest in the activities of the Committee. An individual interested in the operation of any Committee is encouraged to contact the Chairperson of the Committee for more complete details.

Wherever an individual is listed by administrative title, that person holds the position *ex officio*. It is presumed that all members of a Committee have voting and proxy assigning privileges, unless it is specifically prohibited.

A committee member who has a conflict of interest in a subject matter under the jurisdiction of a committee shall recuse himself/herself or may be recused by the Committee Chair from voting, and voting shall be by secret ballot.

Faculty and staff members serving on college or university committees, especially those tied directly to Academic Affairs, are expected to represent the views of their constituents in discussion and voting, and submit brief written reports on relevant committee business and initiatives directly to their respective college Dean, chairs and directors at least once each semester.

## **ASSOCIATE DEANS' COUNCIL**

**Chairperson:** The Chairperson is a voting member selected at the beginning of the academic year by the voting members of the Associate Deans' Council and serves for a one-year renewable term.

**Secretary:** A member selected by the Council

### **Voting Members:**

1. One Associate or Assistant Dean from City College
2. One Associate or Assistant Dean from the College of Business
3. One Associate or Assistant Dean from the College of Arts and Sciences
4. One Associate or Assistant Dean from the College of Law
5. One Associate or Assistant Dean from the College of Music and Media
6. One Associate or Assistant Dean from the College of Nursing and Health
7. One Associate or Assistant Dean from the Monroe Library
8. A member of the Ordinary Faculty elected from the University Senate for a term of two-years.

### **Non-Voting Member:**

1. The Assistant Director of Admissions
2. The Registrar
3. An Associate Registrar
4. The Director of the Honors Program
5. Those Associate and Assistant Deans who are not serving as voting members may also serve as non-voting members if they wish but are not required to do so.

**Terms:** All members of the Council serve *ex officio*

### **Scope:**

1. This Committee shall serve primarily as a forum for the exchange of information among the Colleges and between the Associate Deans and other units of the University.
2. It shall seek to devise potential solutions to common problems involving such areas as student records, calendars, and timely review of policies and procedures which impact upon the academic life of students enrolled at Loyola University New Orleans.
3. It shall strive wherever possible to establish uniformity among College practices and policies regarding such matters as academic suspension/dismissal, probation, and Deans' lists.
4. It shall seek to provide policy input to appropriate University committees.
5. It shall work with other units including but limited to Student Affairs, the Registrar's Office, and the Director of Admissions and Enrollment

Management in the development and planning for registration, advising, and orientation activities.

6. It shall meet monthly during the fall and spring semesters or the call of the Chairperson.
7. It shall report to the Vice Provost, and its members shall report to their respective Deans, faculties, and colleagues as necessary.

## **BIEVER GUEST LECTURES COMMITTEE**

**Chairperson:** A member of the Ordinary Faculty appointed by the Provost and Senior Vice President for Academic Affairs

**Secretary:** A member selected by the Committee

### **Voting Members:**

1. Chairperson of the Committee
2. Six members of the Ordinary Faculty appointed by the Provost and Senior Vice President for Academic Affairs with the advice of the Chairperson.

### **Non-Voting Members:**

1. Director of the Danna Center and Student Activities

**Terms:** All voting members serve renewable, three-year staggered terms.

### **Scope:**

1. This Committee is responsible for the annual Biever Memorial Lectures held on the campus. It is also responsible for the funding of modest requests for College or departmental speakers where the request is judged to be sufficiently meritorious.
2. The Chairperson is to act as budget head for the Committee account.
3. Top priority is to be given to speakers who will have the most universal appeal and whose presence will enhance the intellectual and creative atmosphere of the University.
4. On a strictly voluntary basis, the Committee shall encourage collaboration of all other University groups with an interest in attracting outside speakers.
5. As far as possible the Committee shall coordinate Loyola University New Orleans's lectures with those scheduled at other universities to avoid major conflicts.
6. It shall meet at the call of the Chairperson.
7. It shall report to the Provost and Senior Vice President for Academic Affairs.

## **ENROLLMENT MANAGEMENT COMMITTEE**

**Co-Chairs:** Vice President of Enrollment Management  
Senior Assistant Provost for Student Success

### **Voting Members:**

1. Co-Chairs
2. One ordinary faculty member from each college (elected by the University Senate after nominations by the respective deans or ordinary faculty).
2. One Dean's representative appointed by the Deans' Council
3. One Associate Dean representative appointed by the Associate Deans' Council
4. One SGA representative
5. Finance representative
6. Institutional Advancement representative
7. Associate Dean representative appointed by the Associate Deans' Council

### **Terms:**

1. Faculty members serve staggered three-year terms.
2. The student representative serves a renewable one-year term.
3. Associate Dean serves staggered two-year terms.
4. Other members serve indefinite terms.

### **Scope:**

1. The Committee is charged to advise the Office of Enrollment Management and the Office of Student Success on the following topics:
  - a. The appropriate and creative use of faculty members in the recruitment of prospective students to Loyola University New Orleans.
  - b. The appropriate and creative use of faculty members in the retention of continuing students of Loyola University New Orleans.
  - c. The continued understanding of the current climate within the student body including but not limited to student challenges and concerns, faculty observations of student behavior, and trends within the student body.
  - d. Notification of new academic programs or offerings in development.
  - e. Any information deemed relevant by faculty members in the successful recruitment and retention of Loyola University New Orleans students.
2. The committee shall meet at last once per semester. In addition, the chairs may call for additional meetings.
3. It shall report to the Provost through the chairs.

## **FACILITIES PLANNING COMMITTEE**

**Chair:** Provost and Senior Vice President for Academic Affairs

**Secretary:** Appointed by the Provost

### **Voting Members:**

1. Chair of the Committee
2. One representative from the Ordinary Faculty of each college and the university library to be elected by the Ordinary Faculty of his or her college.
3. A representative will be appointed by
  - The Senior Vice President for Enrollment Management and Student Affairs
  - The Vice President of University Advancement
  - The Vice President of Mission and Identity
  - The Chief Student Affairs Officer
  - Vice President for Finance and Chief Operating Officer
  - The Sustainability Committee
4. The Assistant VP for Administration
5. A representative from the SGA
6. The Director of Administrative Services, Office of Student Records
7. The President's Chief of Staff

### **Terms:**

1. Faculty representatives serve three-year staggered terms.

### **Scope:**

1. Any academic or non-academic proposal that would change the space currently allocated to a college or division, must be presented and approved by the Committee prior to any action, according to existing university operations (for example, SCAP section 5G).
2. The Committee will monitor and provide prioritized recommendations for upkeep and beautification of campus grounds and buildings.
3. The Committee will review and provide recommendations for the acquisition and use of new university property. In addition, the Committee will review proposals to dispose of any university facility or property.
4. The Committee is responsible for the development and continued maintenance of the facilities master plan.
5. The Committee will review memorial or commemorative tribute requests on a case by case basis for recommendation to the President's Cabinet for final determination.

6. The committee will meet at the call of the Chair.
7. Committee meetings will require a quorum that must include at least three Ordinary Faculty representatives.
8. The Committee will report to the Provost and Senior Vice President for Academic Affairs.

## **INTERNATIONALIZATION REVIEW AND ADVISORY COMMITTEE**

**Chairperson:** Director of Center for International Education

**Secretary:** A member of the Committee selected by the Committee

### **Voting Members:**

1. Five members of the Ordinary Faculty: one from each of the participating Colleges (Arts and Sciences, Business, City College, Music and Media, and Nursing and Health),<sup>1</sup> appointed by the Deans of the respective Colleges following consultation with the Director of the Center for International Education
2. Director of Risk Management
3. Representative from Admissions
4. Director of Center for International Education
5. Vice President for Equity and Inclusion or a designate from the Office of Equity and Inclusion or the Committee on Diversity, Equity and Inclusion

### **Non-voting Member:**

1. Representative from University Mission and Identity

**Terms:** Three year staggered terms for college faculty representatives and staff not designated by position.

### **Scope:**

1. This committee will review and assess the university's efforts in internationalization.
2. It serves as an advisory board for all internationalization activities at Loyola.
3. It is responsible for all policies and procedures for study abroad as well as review and approval of new study abroad programs for participating colleges and review of other international academic and service initiatives of the university.
4. It reviews curriculum and/or risk management issues regarding study abroad, exchange programs, and other international academic and service initiatives of the university.
5. It recommends affiliations with other study abroad programs and institutions.
6. It coordinates and evaluates program review with the participating colleges.
7. It shall meet a minimum of once a semester.

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<sup>1</sup> Participating colleges self-selected. College of Law already has established formal processes to approve foreign summer programs and a more mature student body.

New Committee – Approved by BOT on May 20, 2011

Updated Text- Approved by BOT on March 25, 2022

## **STANDING COMMITTEE ON ONLINE EDUCATION**

**Chairperson:** Appointed by Committee

**Secretary:** Appointed by Chairperson

### **Voting Members:**

1. Representative from College of Arts and Sciences
2. Representative from College of Nursing and Health
3. Representative from College of Business
4. Representative from College of Music and Media
5. Representative from College of Law
6. Representative from University Library
7. Representative from Units with Approved Online Programs (1 member)
8. Curriculum Developer, University Library (ex officio)
9. Dean of Online and City College (ex officio)
10. Chief Information Officer (ex officio)
11. Vice President of Finance and Chief Financial Officer (ex officio)

**Terms:** Members are appointed by the Provost, in consultation with each respective Dean, to three-year terms, (staggered and renewable), on recommendation of the vice presidents/deans, based on division/college protocols. Appointed members shall have previous experience with online programs or courses. Members from units offering online programs serve for one-year appointments on a rotating basis.

### **Purpose:**

This committee is responsible for overseeing the implementation of online education initiatives that grow out of college and university planning. This committee is not involved in college or university curricular decisions; instead, the committee will recommend and oversee policies, resource allocations, and procedures related to online program/course development, quality standards, pedagogy, delivery, course/program assessments/reviews, and administration of all online offerings at the university.

### **Duties:**

1. It shall approve and oversee policies for the design, production, delivery, and learning assessment of online programs and courses, credit and non-credit, undergraduate and graduate.
2. It shall approve guidelines, templates, and methods based on best practices for online education in the context of Jesuit education, including pedagogy, course design, faculty support, technical support, and delivery.

3. It shall review proposals for new online programs to ensure proposed programs meet the standards established by the university.
4. It shall develop and maintain protocols for review of online courses to ensure courses meet the standards established by the university.
5. It shall review the current status of online courses and programs (i.e., quality and range of offerings) including an evaluation of the impact of online courses/programs on traditional campus curricula, assessment of students currently supplementing their degree requirements with online courses, and future projections of online demand for courses/programs.
6. It shall review current third party vendor relationships and recommend policies for administration of online offerings, including guidelines for partnerships with external service providers, marketing, enrollment management, and accreditation compliance. In conjunction with the university attorney, review and approve agreements with external service providers, including RFPs, proposals, and contracts.
7. It shall review budgetary processes and recommend funding formulas for online program development and expansion (including consideration of faculty course load issues and faculty development needs).
8. It shall review forms and protocols for the evaluation of online courses.
9. It shall review aggregated results of online course evaluations.
10. It shall develop and review accounting metrics/headcounts/retention indicators.
11. Each member of the committee shall be responsible for routinely and regularly reporting back /providing updates on the work of the committee to his or her respective college or unit; and for continuously gathering input from that college or unit to ensure wide faculty and staff representation in the work of the committee.
12. It shall communicate to the campus community, on an ongoing basis, about national trends in online teaching and learning; pedagogical best practices; existing online programs at Loyola; and opportunities for expansion of online education at Loyola.
13. It shall report to the University Courses and Curriculum Committee and submit an annual report to the Office of the Provost.
14. It shall meet twice during the academic year and/or at the call of the Chairperson.

## **STUDENT AFFAIRS POLICY ADVISORY COMMITTEE**

**Chairperson:** Vice President of Student Affairs

**Secretary:** A member selected by the Committee

**Voting Members:**

1. Three members of the Ordinary Faculty elected by the University Senate for two-year staggered terms
2. The Vice President of Student Affairs and two additional members of the University administration appointed by the Vice President of Student Affairs
3. Three members of the University student body appointed by the Student Government Association

**Terms:** Faculty members are elected for two-year staggered terms. Administrators and student members are appointed annually; appointments may be renewed.

**Scope:**

1. This Committee shall serve as an advisory committee to the Vice President of Student Affairs in matters relating to student affairs policy.
2. It shall review and make recommendations on all proposals concerning student life policies, including proposals to revise or change these policies.
3. It shall meet at the call of the Chairperson but at least once a semester.
4. It shall report to the President.

## **UNIVERSITY CAMPUS SUSTAINABILITY COMMITTEE**

Chairperson: A member selected by the Committee

Secretary: A member selected by the Committee

### **Voting members:**

1. Six members of the full-time Faculty, elected by the University Senate for staggered three-year terms. At least one of these representatives must work primarily on the Broadway Campus.
2. A Student Affairs (food service) Representative
3. A Physical Plant Representative
4. The Chemical Hygiene Officer
5. A student representing Loyola Association of Students for Sustainability
6. A student appointed by SGA as Commissioner for Environmental and Sustainable Affairs
7. A student appointed by the Student Bar Association in collaboration with the Environmental Law Society.

### **Terms:**

1. All faculty members serve three (3) year staggered terms.
2. Staff representatives serve as appointed by their agency head.
3. Students are appointed annually.

### **Purpose:**

This Committee shall be responsible for evaluating, monitoring and making recommendations to the administration regarding issues associated with campus sustainability.

### **Duties:**

1. It shall coordinate answering pertinent external surveys and questionnaires on campus sustainability.
2. It shall monitor and gather data on all campus sustainable operations and evaluate their effectiveness.
3. It shall oversee campus wide sustainability audits on a regular basis (at least once every five years).
4. It shall make recommendations for improvement of sustainable operations, through such vehicles as the Facilities Management Committee.
5. It shall communicate all issues pertaining to sustainability to the administration, faculty, staff, and students.
6. Where applicable, it shall oversee the implementation of sustainable actions on campus.
7. It shall report to the Provost and submit an annual report on its activities.

## **UNIVERSITY CURRICULUM COMMITTEE**

**Chairperson:** Vice Provost for Institutional Research, Accreditation, and Academic Engagement

**Voting Members:**

1. Chair of the Committee
2. Dean of the College of Arts and Sciences
3. Dean of the College of Business
4. Dean of the College of Nursing and Health
5. Dean of the College of Music and Media
6. Dean of City College and Online
6. Chair of the Standing Committee of the Loyola Core

**Non-voting Members:**

1. Associate Registrar for Course Management, Registrar's Office
2. Observer, Monroe Library appointed by the Provost and Senior Vice President for Academic Affairs

**Scope:**

1. This Committee is the central organization to oversee program matters of the undergraduate colleges and the Graduate Division of the University.
2. It shall study and approve or disapprove all proposals for addition, elimination, or modification of program offerings in the undergraduate colleges and the Graduate Division.
3. It shall, if necessary, recommend modifications or changes to, or elimination of, various portions of the proposals that come before it for approval, and send them back to Dean for revision and re- submissions.
4. Committee members shall coordinate with the Vice Provost's Office and the Registrar's Office the implementation of any new course and/or course changes adopted by the respective colleges.
5. Committee members shall inform the Committee of those changes for documentation and tracking purposes.
6. It shall meet on a monthly basis during the academic year, or more often at the call of the Chair.
7. It shall report to the Provost and Senior Vice President for Academic Affairs.

## **UNIVERSITY HONORS ADVISORY BOARD**

**Chairperson:** Director of the University Honors Program

**Voting Members:**

1. Chairperson
2. Three members of the Ordinary Faculty from the College of Arts and Sciences (representing the Humanities, the Natural Sciences, and the Social Sciences, respectively) and one member of the Ordinary Faculty from each of the Colleges of Business and Music and Media, respectively. The faculty members are appointed by their respective Deans, subject to the approval of the Provost and Senior Vice President for Academic Affairs.
3. The National Scholarships Advisor
4. The Dean of the College of Arts and Sciences
5. The Chair of the Associate Deans Council, or, if the chair is from the College of Arts and Sciences, the Associate Dean of either the College of Business or the College of Music and Media
6. One representative from Mission and Identity
7. Two student representatives elected by the University Honors Association

**Terms:**

1. The faculty members serve two-year renewable terms.
2. The student representatives serve one-year renewable terms.

**Purpose/Duties:**

1. This Board shall make recommendations on policy for the University Honors Program and act in an advisory capacity to the Director of the Program.
2. It shall establish and review University Honors Program criteria, recommend modifications to the UHP curriculum, articulate student learning goals and outcomes for UHP courses, verify assessment tools employed by the UHP, and conduct short and long term planning with regard to UHP.
3. It shall submit recommended modifications to the UHP curriculum to the University Courses and Curriculum Committee for review and consideration.
4. UHAB shall serve in a consultative manner to the Director on issues regarding Honors admissions, probation, removal and reinstatement.
5. It shall meet at the call of the Chairperson but, in any event, no less than once a semester.
6. It shall be responsible to the Honors Program Director who reports to the Provost and Senior Vice President for Academic Affairs.

## **UNIVERSITY LIBRARY COMMITTEE**

**Chairperson:** A member of the Ordinary Faculty selected by the Committee

**Secretary:** A member of the Committee selected by the Committee

### **Voting Members:**

1. Three members of the Ordinary Faculty from Arts and Sciences (representing the Humanities, the Natural Sciences and the Social Sciences), and one member each from the Ordinary Faculty of the Colleges of Business, Law, Music and Media, and the University Library to be elected by their respective Faculty
2. Dean of Libraries
3. One student member nominated by the Student Government Association and approved by the Provost and Senior Vice President for Academic Affairs

### **Terms:**

1. The Chairperson serves a renewable, one-year term.
2. The faculty members shall serve three-year staggered terms.
3. The student member serves a renewable, one-year term.

### **Scope:**

1. This Committee has the responsibility to advise the Dean of Libraries and the faculty and staff of the Monroe Library on matters of general policy, procedures, goals and objectives.
2. It shall promote among faculty members and students more effective use of library facilities, services, and resources.
3. It shall keep itself fully informed on library interests, priorities, planning, and challenges.
4. It shall serve in an advisory capacity to the Dean of Libraries.
5. It shall meet on a regular basis during the academic year at the call of the Chairperson.
6. It shall report to the Provost and Senior Vice President for Academic Affairs through the Dean of Libraries.

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# Appendix A

Loyola University New Orleans  
Charter and Bylaws

LOYOLA UNIVERSITY NEW ORLEANS

THE AMENDED AND RESTATED ARTICLES OF INCORPORATION,  
CHARTER and BYLAWS

As Amended and Restated June 27, 2025

Pursuant to R.S. 12:34A(1), this restatement accurately copies the articles and all amendments without substantive change except as made by any new amendments, and indicate any such changes, stating that each amendment is hereby effected in conformity with law.

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## THE CHARTER OF LOYOLA UNIVERSITY NEW ORLEANS

### ARTICLE I

The name of this Corporation shall be "LOYOLA UNIVERSITY NEW ORLEANS."

### ARTICLE II

The principal office and legal domicile of this Corporation shall be 6363 St. Charles Avenue, New Orleans, Louisiana, 70118. The President of the Corporation, or in his or her absence or incapacity, any other officer of the Corporation shall be the proper person upon whom legal process shall be served. The present agent for service of legal process is University President, 6363 St. Charles Avenue, New Orleans, Louisiana, 70118.

### ARTICLE III

The Corporation is organized exclusively for charitable, religious and educational purposes as those terms are defined in Section 501 (c) (3) of the Internal Revenue Code of 1954 as amended or corresponding provision of any future United States Internal Revenue Law. The Corporation possesses the power to perform such acts which may be necessary, useful, suitable or proper for the furtherance, accomplishment or attainment of any or all of the purposes for which it is organized and which are not repugnant to law, including but not limited to those powers permitted in R.S. 12:207 as amended by Act of 1968, No. 105 of the laws of the State of Louisiana.

In furtherance, but not in limitation, of said objects and purposes, to establish, conduct and maintain a university in the City of New Orleans, State of Louisiana, with regular faculty and curriculum, and a regularly enrolled student body; to confer undergraduate, graduate, professional and honorary degrees; to promote religious studies, literature, art, history, classics, humanities, science, commerce, communications, law and/or other departments or schools of knowledge; to encourage the advancement of learning through the awards of scholarships, fellowships, and other means, and to make outright gifts, grants and loans to any corporation organized and operated exclusively for charitable, educational or religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 as amended, or comparable provision of future law; and to engage in such other activities as may be necessary and proper to the fulfillment of its exempt purposes, including, but not by the way of limitation, the production of funds necessary to operate the Corporation's facilities through assessment of tuition, fees and charges, solicitation of gifts and grants, and the management of endowment, investment and business assets owned by the Corporation.

To conduct religious worship services, ministration of sacerdotal functions and to perform all other functions and duties which are in harmony with the practices of the Roman Catholic faith.

In furtherance, but not in limitation, of said objects and purposes, to receive, acquire, purchase, hold, administer, mortgage, pledge, lease, convey or otherwise deal in and dispose of real and personal property; to receive, acquire, purchase, hold, mortgage, pledge, exercise rights arising out of the ownership or possession thereof, sell or otherwise dispose of shares or other interests in, or obligations of, individuals, associations, partnerships, corporations or governments.

To sue and to be sued, to enter into contracts and agreements of all kinds and perform all other acts in its corporate name which shall be necessary, proper or desirable to accomplish its objects and purposes.

In furtherance of said objects or purposes, or any of them, the Corporation shall have the power to carry on its activities in the State of Louisiana, the other States of the United States of America, the District of Columbia, the territories and possessions of the United States and in foreign countries and in any such State, District of Columbia, territory, possession and foreign country.

No substantial part of the activities of the Corporation shall involve attempts to influence legislation by propaganda or otherwise.

The Corporation shall not, either directly or indirectly, participate in, or intervene in, any political campaign on behalf of, or in opposition to, any candidate for public office.

#### **ARTICLE IV**

The Corporation shall have and enjoy perpetual existence.

#### **ARTICLE V**

The Corporation is organized as a non-stock, non-profit corporation as defined in R.S. 12:201(7) as amended by Act of 1968, No. 105 of the laws of the State of Louisiana, no part of its net earnings or of its capital shall inure to the benefit of any member, director, trustee or officer of the Corporation or any individual, but reimbursement for out of pocket expenditures or the payment of reasonable compensation for services rendered shall not be deemed to be a distribution of income or capital.

All property movable or immovable of whatever kind or character acquired by the Corporation belongs and shall belong exclusively to the Corporation as a corporate entity. In the case of death of any member of the Corporation, their heirs or assigns shall not have the right to participate in the

affairs of this Corporation or to exercise by way of inheritance or otherwise any right of ownership in the property or effects of the Corporation.

The Corporation shall not be dissolved except upon affirmative vote of at least 75% of the entire membership of the Corporation, which vote shall be taken at a special meeting called for this purpose after thirty (30) days previous notice thereof in writing shall have been given to each member of the Corporation by depositing said notice in the United States mail properly addressed. This vote shall not be proxy.

On dissolution of the Corporation, the Corporation's property shall be distributed to the Catholic Society of Religious and Literary Education, or its legal successor, or one or more agencies, instrumentalities or educational, charitable or religious institutions operated, supervised or controlled by or in connection with the Catholic Society of Religious and Literary Education or its legal successor provided, however, that any such organization is exempt from Federal income tax pursuant to Section 501(c) (3) of the Internal Revenue Code of 1954 as amended or corresponding provision of future law. The recipient or recipients of the Corporation's assets shall be determined by a majority vote of those persons present and entitled to vote at a special meeting called for that purpose; each member of the Corporation shall be entitled to cast one vote at such meeting.

## ARTICLE VI

All members in good standing of the Society of Jesus who are members of the Jesuit Community of Loyola University New Orleans and who hold full-time or part-time positions at Loyola University New Orleans and who have held such positions for one (1) academic year shall be eligible for membership in the Corporation. Membership in the Corporation shall consist of not fewer than **three (3)** nor more than twenty-five (25) persons who fulfill the qualifications of this Article. Such members shall be elected in the manner and for the term hereinafter provided by those persons eligible for membership under this Article and shall serve the stipulated term or until their earlier death, resignation or failure to meet all the qualifications for membership established in this Article. An ex-officio member of the Corporation shall have full power to vote on all matters brought before the membership and shall be counted for all purposes. Should any member of the Corporation cease to function as a member in good standing of the Society of Jesus or cease to hold a full-time or part-time position at Loyola University New Orleans, such member shall immediately cease to be a member of this Corporation and shall forfeit all rights accruing to members of this Corporation. If for any reason a duly elected member of the Corporation shall cease to be a member of the Corporation, the membership may fill such vacancy for the unexpired term thereof at a special meeting called by the President for that specific purpose by giving written notice deposited in the mails of the United States to each member of the Corporation at his last known address at least ten (10) days before the date of meeting.

Members of the Corporation who begin their terms in the same year shall be known as a Class. At all times, there shall be three (3) classes of members of the Corporation to be known as Class One, Class Two and Class Three, respectively.

Upon expiration of the terms of the members, their successors shall be elected by vote of all those eligible for membership for the term of three years each, so that approximately one-third of the number of members of the Corporation shall be elected annually. The President of the Corporation shall conduct this election.

The sole rights and duties of members shall be (a) to elect annually such members of the Board of Trustees as are provided in these Articles; (b) to receive annually a report from the President; (c) to determine the dissolution of the Corporation and the distribution of its assets, consistent with the terms of Article V hereof; (d) to amend the Articles and By-Laws of the Corporation in the manner specified in Article IX; and (e) to fix and determine by majority vote the number of Trustees who shall constitute the whole Board of Trustees, consistent with the provisions of Article VII hereof.

Nothing herein shall prevent the same person from being a member of the Corporation, an officer of the Corporation, and a member of the Board of Trustees.

## ARTICLE VII

The activities and affairs of the Corporation shall be managed by a Board of Trustees. In no event shall the number of Trustees, excluding ex-officio Trustees, be fewer than twenty (20) or more than thirty-five (35). The Jesuit members of the Board of Trustees who are not ex-officio members shall be elected for a term as hereinafter provided by the members of the Corporation in the By-Laws. The non-Jesuit members of the Board shall be elected by the entire then-incumbent members of the Board of Trustees in the manner as provided by the By-Laws and as the Trustees, in their sole discretion, may deem fit and proper. The composition of the Board of Trustees shall be at all times such that more than twenty-two percent (22%) of the total membership of the Board of Trustees, but not more than sixty percent (60%) of said Board, shall be composed of members in good standing of the Society of Jesus.

Members of the Board of Trustees who begin their terms in the same year shall be known as a Class. The Board of Trustees shall be composed of three (3) classes to be known as Class I, Class II and Class III, respectively.

Each Class of Trustees will take office on August 1<sup>st</sup> and will continue to hold office until July 31<sup>st</sup> of the year in which their term of office expires, all as more fully detailed in the copies of pages 20 and 21 of the Bylaws attached hereto. Upon expiration of the term of the Trustees elected to each Class, their successors shall be elected by the membership and/or Trustees for a term of three (3) years. Additional Trustees, over and above those designated as Class I, II or III Trustees, may be elected by

the membership and/or Trustees in the manner as herein provided, or as may be provided in the By-Laws for a term of either one, two or three years.

No elected Trustee who has served for two (2) consecutive three-year terms, or who has been re-elected within their class of membership to successive terms of office beyond the year 2003 in excess of six (6) years shall be eligible for re-election until one full year has elapsed since the expiration of their last term, provided that this limitation on the term of office of Trustees shall not apply to those Trustees who are members of the Society of Jesus and members of the Jesuit Community of Loyola University, and provided that the chairman, vice chairman, secretary and treasurer may continue as Trustees as long as each holds their respective office up to a maximum of six (6) years as an officer.

Any vacancy occurring in the Board of Trustees may be filled by a vote of the membership of the Corporation at a special meeting of the membership to be called for that purpose by the President, or by request of a majority of the membership.

An ex-officio member of the Board shall have full power to vote on all matters brought before the Board and shall be counted for all purposes, including the determination of the existence of a whole Board and for all quorum requirements.

The Board of Trustees shall also elect, from among its members, a Secretary and a Treasurer of the Corporation who is a member of the Society of Jesus. The office of Secretary and Treasurer may be combined in one person.

The President, Secretary and Treasurer shall serve at the pleasure of the Board of Trustees.

The Board of Trustees shall hold an annual meeting and such other meetings as it deems necessary. The Board of Trustees may take action by the unanimous consent of its members without a meeting.

The Board of Trustees shall elect a President of the Corporation who, upon election and qualification as President, shall be an ex-officio member of the Board of Trustees and if the President is a Jesuit he shall serve as an ex-officio member of the Corporation. The President is the chief executive officer of the Corporation and shall appoint Vice-Presidents and other officers as the President deems necessary or desirable, one of whom shall be specifically designated as Vice-President of the Corporation, who shall be a member of the Society of Jesus. He shall be an ex-officio member of the Board and the Corporation.

If the President should be incapacitated, resign or be removed from office, the Board of Trustees shall elect an Acting President who will serve with full authority until a search process has been completed and a permanent successor is elected.

When it is known that the office of President shall become vacant, after consultation with various constituencies, the Chair of the Board will appoint a Search Committee subject to ratification by the Executive Committee of the Board. The Search Committee will have as its chair a member of the

incumbent Executive Committee; the process to be followed by the Search Committee will be approved by the Executive Committee. The Search Committee will include a member(s) of the Loyola University New Orleans Corporation, members of the Board of Trustees and representatives of the faculty, staff and alumni of the University.

As is stated in this charter and by-laws, an integral part of the Board's governance of the University includes committing itself to always maintain and promote the Ignatian heritage, Catholic identity and Jesuit mission of Loyola University New Orleans. It shall pursue this commitment to mission and identity in coordination with the Loyola Jesuit Community and the Province.

In order to ensure this mission and identity is maintained and promoted during the selection process of a new President of the University, the Board shall:

1. Keep in mind that the person chosen as President of the University will be the director of the apostolic work of the Society of Jesus at the University and will be so missioned by the Provincial. This role and its responsibilities shall carry significant implications in the selection and ongoing evaluation of the President.
2. Seek diligently to identify a qualified Jesuit for this position and will do so in accordance with the protocols developed by the US Jesuit Conference and the AJCU in the document entitled, *The Role of the Society of Jesus in the Selection of a President for a U.S. Jesuit College or University*, first published in 2002. The search to identify a qualified Jesuit shall occur simultaneously with a search for a qualified non-Jesuit with a preference for the Jesuit.
3. Ensure that the Provincial shall be satisfied and give ultimate approval that those on the list of serious candidates are able to:
  - a. advance the Jesuit, Catholic mission of the university;
  - b. maintain and develop a strong relationship with the local Jesuit community and especially its rector/superior through regular meetings and other forms of communication;
  - c. maintain and develop a strong relationship with the local Church and the larger Society of Jesus and its other apostolic works.
4. Ensure that if a non-Jesuit is chosen as President, a Jesuit shall serve as a Vice-President in the President's cabinet in a position that is committed to furthering the Jesuit mission and Catholic identity of the university.

## ARTICLE VIII

The Board of Trustees may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, which, to the extent provided in said resolution or resolutions or in the By-Laws of the Corporation, shall have and may exercise the power of the Board of Trustees in the management of the activities and affairs of the Corporation; such committee or committees shall have such name or names as may be stated in the By-Laws of the

Corporation or as may be determined from time to time by resolution adopted by the Board. The Board of Trustees is expressly authorized by a majority vote of the whole Board to make, alter or repeal By-Laws not inconsistent with the By-Laws adopted by the members of the Corporation.

## **ARTICLE IX**

The Corporation reserves the right to alter, amend, change or repeal any provision contained in this Charter in the manner now or hereafter prescribed by statute, except as otherwise provided herein, and all rights conferred herein upon members of the Corporation or members of the Board of Trustees are granted subject to this reservation. This Charter may be amended by resolution of the members of the Corporation. Approval of such resolution is to be by affirmative vote of two-thirds of the members entitled to vote at a special meeting called for that purpose by the President, provided thirty (30) days previous notice in writing is given to all members of the Corporation by depositing said notice in the United States mail properly addressed. This vote shall not be by proxy.

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## **BYLAWS**

### **Preamble**

Loyola University New Orleans is incorporated under the laws of the State of Louisiana. It is a non-profit educational corporation engaged primarily in higher education and related programs.

The Corporation and its academic communities, in keeping its founding purposes as stated in the Articles of Incorporation:

to promote religious studies, literature, art, history, classics, humanities, science, commerce, communications, law and/or other departments or schools of knowledge; to encourage the advancement of learning through the awards of scholarships, fellowship and other means. . .

seeks to conjoin with its academic programs opportunities for faculty and students to integrate in their lives the knowledge they can assimilate from our total developing culture, the knowledge derivable from religious experience, as well as knowledge gleaned from humanistic, scientific and other learning.

Such an approach to the educational enterprise has been the tradition of this University since its inception and, as it faces the future, it desires to reaffirm and to maintain the primary importance of Christian values in the educational process as those have been and are being developed, integrated and applied according to the Jesuit tradition of liberal education.

The University employs personnel without regard to race, color, sex, national origin or ancestry, disability, religion, genetic information or age. Religious services are offered, but attendance is not required of students or faculty. Courses in religious studies are not limited to the Roman Catholic religion, and the University adheres to established principles of academic freedom. It strives to provide a form of educational at once personal and appropriate to the evolving civilization in which its students find themselves.

The Corporation confidently expects that it will continue to enjoy the personal presence and influence of members of the Society of Jesus who, with others, have played such a prominent role in the history and development of Loyola University New Orleans.

## **Article I**

### **MEMBERSHIP - MEETINGS AND ELIGIBILITY**

The annual meeting of the members of the Corporation shall be held during the month of March of each year.

## **Article II**

### **NOTICE OF ANNUAL MEETING**

A. A written notice of the annual meeting shall be mailed by the Secretary of the Corporation to the all members of the Jesuit Community who are eligible for membership in the Corporation at such address as appears on the books of the Corporation at least ten (10) days prior to the meeting. The notice shall include a listing of all who are eligible for membership.

B. A special meeting of the Corporation may be called by a majority of members of the Corporation who sign a written notice and mail copies to all elected members of the Corporation at such addresses as appears on the books of the Corporation at least ten (10) days prior to the meeting. The notice shall include a listing of all members of the Corporation. The Requirement for Quorum set forth in Article IV of this Charter shall apply at a special meeting.

## **Article III**

### **VOTING BY PROXY**

No representation by proxy or voting by proxy shall be permitted.

## **Article IV**

### **REQUIREMENT FOR QUORUM**

A two-thirds majority of the members of the Corporation entitled to vote, present in person, shall be requisite and shall constitute a quorum at all meetings. If, however, such quorum shall not be present, the members present and entitled to vote shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

## **Article V**

### **IDENTIFICATION FOR ELIGIBILITY FOR MEMBERSHIP**

This shall be the process by which those eligible for membership on the Corporation are identified: The Secretary of the Corporation shall request of the Provincial of the New Orleans Province of the Society of Jesus a list of those who are members of the Community according to Article VI of the Charter. The Secretary of the Corporation shall then identify those members who hold full-time or part-time positions in the University according to the same Article VI. He shall present the list to the President of the University, and the President shall then draw up a final list of those who are eligible for membership in the Corporation, which list shall be and become final. The certification of membership as aforesaid shall be made to the Secretary of the Corporation no less than ten (10) days prior to any annual, regular or special meeting with a list of all members of the Jesuit Community of Loyola University New Orleans who have been certified as members of the Corporation entitled to vote at the meeting so called.

## **Article VI**

### **DETERMINATION OF ELIGIBILITY FOR MEMBERSHIP**

For purposes of determining eligibility of membership, the terms thereof as set forth in Article VI of the Articles of Incorporation of Loyola University New Orleans are hereby defined as follows:

Member of the Jesuit Community of Loyola University New Orleans. Any member in good standing of the Society of Jesus who is certified as being a member of the Jesuit Community of Loyola University New Orleans by the Provincial of the New Orleans Province of the Society of Jesus who holds full-time or part-time position at Loyola University New Orleans. Those Roman Catholic Priests or brothers who are citizens of the United States of America and members of the Jesuit Community of Loyola University New Orleans, who have, in the opinion of the Secretary of the Corporation of Loyola University New Orleans, entered into and performed services as described in the Articles of Incorporation who have held a full-time or part-time position for one (1) academic year. The term “academic year” shall be defined as consisting of two (2) full semesters of employment, which need not be consecutive, but may be considered as cumulative. Part-time employment or summer sessions shall be included in the computation of an academic year.

## **Article VII**

### **CRITERIA FOR GOOD STANDING**

For purposes of determining eligibility of membership in the Corporation, Jesuits on leave of absence from the Society of Jesus or from the Priesthood or brotherhood shall not be considered members in good standing of the Society of Jesus.

## **Article VIII**

### **MEMBERSHIP-ELECTION**

The election of the Jesuit members of the Board of Trustees shall be conducted at an annual or special meeting of the membership called for that purpose in accordance with the provisions of Article VII of the Articles of Incorporation, as amended.

Election of the non-Jesuit members of the Board of Trustees shall be conducted by the entire then-incumbent Board of Trustees at an annual or special meeting to be held for that purpose and to called or convened within not more than sixty (60) calendar days following the annual or special meeting of the membership of the Corporation held for the purpose of the election of the Jesuit members of the Board of Trustees.

## **Article IX**

### **ANNUAL REPORT**

At the annual meeting of the membership for election of Jesuit Trustees, the President of the Corporation shall submit an annual report to the membership setting forth in detail the affairs of the University.

## **Article X**

### **SEAL OF THE UNIVERSITY**

The seal of the Corporation shall be circular in form as approved by the Board of Trustees.

## **Article XI**

### **AMENDMENT**

The first eleven (11) enumerated Articles of the Bylaws as herein set forth shall be approved, altered or amended by a simple majority vote of the Corporation membership, and no Article of these Bylaws shall be henceforth proposed or enacted by the Board of Trustees which is inconsistent with any of the Bylaws adopted by the members of the Corporation as set forth in these first eleven (11) Bylaws.

## **Article XII**

### **THE BOARD OF TRUSTEES**

#### **1. Governance**

The governing body of the University shall be a Board of Trustees in which the corporate powers are vested pursuant to its Articles of Incorporation. This responsibility cannot be delegated nor abrogated except as provided in the Articles of Incorporation or by these Bylaws.

#### **2. Powers and Duties**

The Board of Trustees shall have and exercise the corporate powers prescribed by law. The essential function of the Board shall be policy making and responsibility for sound management. It shall formulate and determine the general, educational and financial policies as shall be deemed necessary for the administration and development of the Corporation in accordance with its shared purposes. The Board shall, but without limitation:

- A. Determine and review the goals of the University and the aims and purposes of educational programs of the University.
- B. Elect a President, who shall be the chief executive officer of the University, who shall serve at the pleasure of the Board.
- C. Authorize the establishment and discontinuance of academic programs of the University.
- D. Determine or approve general policies that relate to the instruction, extra-curricular activities, campus and residential life of students.
- E. Authorize the awarding of all earned and honorary degrees, certificates and diplomas.

- F. Review and approve overall conditions of employment of administrative officers and staff and all other employees of the University.
- G. Evaluate periodically the effective conduct of duties of University officers.
- H. Oversee the fiscal affairs of the University, including approval of budgets and supervision of investments.
- I. Review and approve annual tuition and fee schedules.
- J. Authorize the acquisition and disposition of all property and physical facilities, including the construction of new buildings, and capital renovations and repairs of existing buildings.
- K. Approve plans for and obtain necessary funds from all possible sources for academic and physical developments and maintenance purposes.
- L. Create committees of the Board and Ad-Hoc Committees as it may deem necessary, or desirable to carry out the purposes of the Corporation, each of which shall have such powers and responsibilities as the Board of Trustees shall designate. Nothing herein shall be considered to negate the power of the President to establish administrative committees, visiting committees, councils and other bodies as the President may deem necessary or desirable to aid in the performance of expected duties.

### **3. Periodic Review of the University**

To assure that every aspect of the management and operations of the University is being performed with due effectiveness and within the general policies laid down by the Board, there shall be conducted a periodic review of the state of the university and its mission statement, emphasizing progress toward major goals and objectives. At least once every five (5) years shall be an evaluation of:

- A. The University's mission statement
- B. The general management of the institution with special reference to the office of the President and the chief administrative offices.
- C. The educational programs, including faculties and student affairs.
- D. The business affairs and physical plant and grounds management.
- E. The programs for university advancement.

Review and evaluation shall be conducted or authorized by the Board as it deems appropriate and reported to the full Board. Trustees and Board committees shall be involved as appointed or directed by the Chairman of the Board following consultation with the President.

#### **4. Composition, Membership and Election of the Board of Trustees**

A. The Board of Trustees shall consist of these persons previously elected as Trustees whose terms are unexpired as well as those additional persons who shall be elected annually by the Jesuit membership and the Board of Trustees in accordance with the provisions of Articles VI and VII of the Articles of Incorporation at the annual meetings of the Jesuit membership and the Board of Trustees, respectively, or at any special meeting called for that purpose.

B. Additional Trustees, over and above those designated as Class 1, 2, or 3 members in Article VII of the Articles of Incorporation, may be elected by the membership and/or the Trustees in the manner as herein provided, or as provided in the Articles of Incorporation, for a term of either one, two or three years; the determination of the length of term of each Trustee to be fixed by the membership and/or the Trustees, as the case may be, so as to achieve, as nearly as possible, a ratio of one-third of the total number of Trustees who will have their term of office expire during each successive year.

C. Those persons so elected as Trustees shall take office on August 1 following the meeting at which they were elected, unless they are elected to fill an unexpired term in which case they shall take office at the next regularly scheduled meeting of the Board. Trustees shall continue to hold office until July 31 of the year in which their term (one, two, or three years) of office expires.

D. Ex-officio Trustees The President of the University shall appoint Vice-Presidents and other officers of the Corporation as the President deems necessary or desirable from time to time. Within thirty (30) days from the President's election at the annual meeting of the Board of Trustees, however, the President may appoint one (1) Vice-President who shall be a member of the Society of Jesus who is to be specifically designated as an *ex-officio* member of the Board of Trustees. The Vice-President shall serve at the pleasure of the President, who can fill the position falling vacant for any reason.

E. The number and term of Trustees shall be as stated in the Articles of Incorporation, Article VII.

F. Honorary Trustees At the discretion of the Board of Trustees those individuals who have or may serve Loyola University New Orleans, the City of New Orleans, the State of Louisiana, southern Region of the United States of America, or any of the United States with distinction may be elected as non-voting Honorary Trustees by a majority vote of the Board of Trustees at a duly constituted meeting. Honorary Trustees, by invitation of the Board, may attend its meetings and serve on its committees as appropriate. These individuals may or may not have been members of the Board of Trustees.

G. *Emeriti Trustees* At the discretion of the Board of Trustees those members of the Board of Trustees with records of exemplary leadership to Loyola University New Orleans may be elected as non-voting *Emeriti* Trustees by a majority vote of the Board of Trustees at a duly constituted meeting. *Emeriti* Trustees may attend meetings as non-voting members, may serve as a voting member on committees, and may perform duties as requested by the Board or Chair. Such *Emeriti* Trusteeships shall be conferred as a privilege upon those whom the Board wishes to honor for their distinguished service as a Board Chair or other position of leadership.

## **5. Manner of Acting**

A. A majority of the voting members of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting. The act of a majority of Trustees present and voting at any meeting at which a quorum is present shall be the official act of the Board of Trustees except where otherwise provided by Law, the Articles of Incorporation, an approved Board policy, or these By-Laws. Members shall be considered as being present and authorized to vote at any regular or special meeting of the Board of Trustees if they are either physically present at the meeting, or if they are participating in the meeting by means of telephone conference call, closed-circuit television, or other telecommunication system which permits all members participating in the meeting, whether in person or by telecommunication, to concurrently hear and be heard by all other participating members. If a quorum is present when the meeting is convened, the Trustees present may continue to do business, taking action by a vote of a majority of a quorum as fixed in Section 5, until adjournment, notwithstanding the withdrawal of enough Trustees to leave less than a quorum as fixed in Section 5 hereof, or the refusal of any Trustee present to vote. Any action which may be taken at a meeting of the Board or Executive Committee may be taken without a meeting if consent in writing or email setting forth the action so taken, shall be signed by all the members of the Board or the Executive Committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote. Such written consents shall be filed with the Board minutes.

B. Persons not Board members but concerned with matters on the agenda of meetings and persons possessing knowledge required for Board deliberations may be invited to participate in such deliberations of the Board as appropriate.

C. The Board may hold an executive session in the course of any annual, regular or special meeting at which only voting Board members shall be permitted to attend or in which they shall participate. Upon request of any Board member, directed to the Chairman of the Board at any time, the Board, during any regular or special meeting, may go into Executive Session. Only voting Board members are to be present during Executive Sessions unless the Chairman, with approval of the Board, shall invite a recorder, legal counsel or any others to remain.

All regular or special meetings of the Board may begin as Executive Sessions with a recorder and legal counsel in attendance. The Chairman may invite such other persons to attend a portion of an Executive Session as is deemed necessary for elaboration of report or other purposes. Persons invited for a portion of an Executive Session or the Board meeting may be excused before the Board takes formal action on any matter.

D. The Board of Trustees shall adopt and keep updated policy statements governing the responsibilities of the Board and its members, criteria for effective Trustees and continuing education of Board members.

E. The Board of Trustees may accept on behalf of the University any contribution, gift, bequest or devise for the general purpose or for any special purposes of the University, and may delegate this authority to appropriate corporate and administrative officers. These officers shall make regular reports to the Board of Trustees of all gifts accepted by them in the name of the University (c.f.: Gifts and Pledge Policy adopted by the Board of Trustees, May 18, 2012).

## **6. Vacancies**

A. Any vacancy occurring in the Jesuit composition of the Board of Trustees may be filled by vote of the membership of the Corporation at any special meeting of the membership to be called for that purpose by the President, or by a request of the majority of the membership.

B. Vacancies occurring in the non-Jesuit composition of the Board may be filled at any regular or special meeting by a majority vote of the Board of Trustees then in office. Any Trustee elected for the balance of an unexpired term shall, in addition thereto, be eligible to serve the maximum number of complete consecutive terms as provided by these By-laws.

C. Any member of the Board of Trustees may be removed from office, for cause, at any meeting of the Board. A motion to dismiss a board member shall be made and seconded, explaining the reasons for the proposed dismissal. The affected board member shall have the opportunity to provide a response to the charges in person or in writing. The Board will vote on the motion to dismiss at their next meeting. The dismissal vote shall require a two-thirds (2/3) majority of the entire membership of the Board of Trustees.

## **7. Meetings of the Board**

A. In addition to the annual meeting for the election of Trustees, the Chairman shall call not less than three (3) regular meetings. In addition, thereto, the Chairman may call special meetings of the Board in consultation with the President, or at the request of any five (5) Trustees.

B. All annual, regular or special meetings of the Board shall be held at Loyola University New Orleans unless otherwise designated by the Chairman in the call for the meeting.

C. The Executive Committee shall provide the Secretary with the agenda for any regular or special meeting of the Board setting forth matters to be brought for consideration before the next meeting, and the Secretary shall provide each member of the Board with a copy of the proposed agenda not less than ten (10) days prior to the date of any such regular or special meeting.

## **8. Officers of the Board**

A. The Board of Trustees shall annually elect from among the incumbent members of the Board, and by a majority vote, a Chairman and a Vice-Chairman of the Board, a Secretary and a Treasurer. The Secretary and Treasurer shall be members of the Society of Jesus. They shall be elected at the last quarterly meeting of the academic year or any special meeting called for such purpose. They shall serve a term of three years, or until their successors have been duly elected. Any vacancy occurring among the officers may be filled by a majority vote of the Board at any regular or special meeting. Officers may be eligible for re-election.

### **B. Officers of the Board - Duties**

(i) *Chairman and Vice-Chairman* - The Chairman shall preside at all meetings of the Board of Trustees and shall perform the duties customary to the office. He shall be chairman of the Executive Committee. In the absence of the Chairman, the Vice-Chairman shall preside at meetings of the Board and perform all duties incident to the office of the Chairman. The Chairman shall appoint all members of standing and ad-hoc committees of the Board. He shall appoint a chairman and vice-chairman of each committee. In the event of a tie vote, the chairman shall cast the deciding vote.

(ii) *Secretary* - The Secretary shall be responsible for the keeping of the minutes of the Board of Trustees and for giving all notices required by law or these Bylaws and shall have custody of the corporate records and the seal of Corporation. He shall perform all duties incident to the Office of Secretary and such other duties from time to time may be assigned him by the Board of Trustees.

(iii) *Treasurer* - The Treasurer shall keep or cause to be kept complete and accurate records of receipts and disbursements of the Corporation and shall generally oversee the financial affairs of the University, and perform such other duties as may be assigned to him from time to time by the Board of Trustees, not inconsistent with the provisions with the provisions of the Articles of Incorporation or the Bylaws.

## **9. Board Committees**

There shall be the Executive Committee, Standing Committees, and possibly Ad-Hoc Committees of the Board. Unless otherwise stated herein, a majority of the voting members of the committee shall constitute a quorum for the transaction of business at any committee meeting. Except where the Chairman of the Board of Trustees and the President of the Corporation are designated members of a Committee, e.g. the Executive Committee, they shall be ex-officio members of all committees unless otherwise specified in the charter of such committee. The Chairman of the Board and the President of the Corporation, as ex-officio members of certain committees, are permitted, but not required, to act as members of the committees. When the Chairman, the President, or both are present, as defined below, each shall have the power to vote on all matters brought before the committees and shall be counted for all purposes, including the determination of the existence of a whole committee and for all quorum requirements. When the Chairman, the President, or both are not present, as defined below, the absent officer(s) shall not be counted for purposes of determining the existence of a whole committee or for any quorum requirements. A member of any committee of the Board and an advisory member of any committee who is also a member of the Board of Trustees shall be considered as being present and authorized to vote at any meeting of the committee if they are either physically present at the meeting, or if they are participating in the meeting by means of telephone conference call, closed-circuit television, or other telecommunication system which permits all members participating in the meeting, whether in person or by telecommunication, to concurrently hear and be heard by all other participating members.

*Standing and Other Committees.* Committees may be established by the Board from time to time as required to oversee permanent functions of a major character. Ad-hoc committees may be established by the Chairman of the Board from time to time with the approval of a majority vote of the members of the Board at any meeting. The term of ad-hoc committees shall be for one (1) year, unless otherwise fixed by the Board.

A. *Executive Committee - Composition, Duties and Functions.* There shall be an Executive Committee of the Board of Trustees consisting of the Chairman of the Board, the Vice-Chairman, the President, Secretary, and the Chairs of each of the Board's Standing Committees. The Chairman of the Board of trustees shall be the Chairman of said Committee. The Executive Committee shall have and may exercise all the powers of the Board when it is not in session, except for the following, which are reserved for the Board: appointment and dismissal of the President, election of trustees and Board officers, sale or other disposition of real estate or other assets, approval of the annual budget, conferral of degrees, modifying the university's mission or purpose, adding or discontinuing academic programs, and amendment of the Articles of Incorporation and Bylaws. The Executive Committee's primary responsibility shall be to contribute to the efficient and effective performance of the Board. Its broad powers shall be used only as necessary and appropriate to carry out the Board's routine business or handle emergency matters that cannot be delayed until the Board's next regularly scheduled meeting or until a special meeting of the Board. All actions by the Executive Committee shall be reported to the Board of Trustees at its next meeting succeeding such action, and shall be subject to revision and alteration by the Board; provided, that no rights of third parties shall be affected by any such revision or alteration. Vacancies in the Executive Committee, unless they are to be filled otherwise, shall be filled by the Chairman of the Board of Trustees. Seven members of the Executive Committee shall be necessary to constitute a quorum for the transaction of business at any Executive Committee meeting. The act of a majority of Executive Committee members present and voting at any meeting at which a quorum is present shall be the official act of the Executive Committee. If a quorum is present when the meeting is convened, the Executive Committee members present may continue to do business, taking action by a vote of a majority of a quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough Executive Committee members to leave less than a quorum as fixed above, or the refusal of any Executive Committee member present to vote. The Executive Committee shall fix its own rules of procedure, and meet at the call of the Chairman.

B. *Standing Committees - Composition.* Standing Committees shall include:

- The Executive Committee
- Committee on Academic Affairs
- Committee on Student Affairs and Enrollment Management
- Committee on University Advancement
- Committee on Finance
  - 1) Subcommittee on Endowment Investment
- Committee on Governance
- Committee on Audit
- Committee on Mission and Identity

Standing Committees of the Board of Trustees, other than the Executive Committee, Committee on Mission and Identity and Committee on Audit, shall be composed of at least seven (7) members. A majority of voting members shall be members of the Board of Trustees. The Chairman of the Board may appoint such advisors as he or she sees fit. Advisory members of any committee who are also members of the Board of Trustees shall be entitled to participate in the deliberations of the Committee, and shall be entitled to vote on matters coming before the Committee to

the same extent as regular members of the Committee, but advisory members shall not be considered as members of any Committee for purposes of determining a quorum necessary to conduct business. Advisory members who are not members of the Board of Trustees may participate in the deliberations of the Committee, but shall not be entitled to make motions or vote on matters coming before the Committee, and shall not be considered as members of any Committee for purposes of determining a quorum necessary to do business.

Each committee shall meet regularly at the call of the Committee Chairman. The Committee Chairman shall assure that the discussions and actions of the Committee are properly recorded and promptly distributed to its members and to members of the Executive Committee and all Board members.

An officer of administration shall be appointed by the President to serve each committee as Executive Secretary. Such administrative officers shall serve as representative of the President under the President's supervision and coordination.

The agenda for and nature of business of all Standing Committee meetings shall emphasize issues, problems and opportunities of a policy making nature and shall focus on major programs, functions and priorities of the University rather than on administrative detail.

*1. Committee on Academic Affairs - Duties and Functions.* The duties and functions of the Standing Committee on Academic Affairs shall be to concern itself with matters of policy concerning degree programs, curriculum and overall academic policy.

*2. Committee on Student Affairs and Enrollment Management.* The duties and functions of the Standing Committee on Student Affairs and Enrollment Management shall be to concern itself with reviewing and making recommendations concerning University policy related to student activities, conduct discipline and extra-curricular affairs.

*3. Committee on University Advancement.* The duties and functions of the Standing Committee on University Advancement shall be to concern itself with the general public image and reputation of Loyola University New Orleans throughout the community and the nation, so as to assure the Board that the image being thus conveyed is consistent with the furtherance of the goals of the University; the recommendation of policies and procedures to the Board with respect to fund raising, endowment programs, acquisition of assets and capital improvement programs, and the overall generation of financial and human resources from without the University community.

*4. Committee on Finance.* The duties and functions of the Standing Committee on Finance shall be to review and make recommendations to the Board of Trustees on the entire fiscal affairs of the University, including, but not limited to, an annual analysis of the University budget; and projected long-range operating costs and

expenditures, tuition rates, salaries, of personnel, and expenditures for overall capital improvements in relation to anticipated revenues. The Committee on Finance shall include one subcommittee, the Subcommittee on Endowment Investment.

A. The duties and functions of the Subcommittee on Endowment Investment shall be to exercise oversight responsibility for all investment-related endowment matters and to recommend performance goals for all components of the University's endowment. The committee shall investigate and recommend goals for financial performance of the University's investments including but not limited to stock and bond portfolios, and shall review real estate holdings and gifts including evaluation and disposition. The committee shall develop and recommend policies and procedures that will enhance the University's endowment. The chairman of the Finance Committee shall be a member of the Subcommittee on Endowment Investment.

5. *Committee on Governance.* The duties and functions of the Standing Committee on Trustee Selection shall be to assess and appraise Board organization, operation, membership and attendance, to assure maximum effectiveness, and to make such recommendations from time to time as, in the Committee's judgment, will accomplish the objectives of the Board; to maintain a Trustee candidate list through a constant search to identify individuals best able to serve the University as Trustees; to make nominations for membership on the Board; to evaluate the Board's structure and its individual members; to develop and maintain a program of orientation for new Trustees, and to design a continuing program of education of Trustees concerning issues confronting higher education and related matters.

6. *Committee on Audit.* The duties and functions of the Standing Committee on Audit shall be established in a charter approved by the Board of Trustees. The Committee's duties shall include assisting the Board of Trustees in overseeing the University's financial practices, internal controls, financial management, and standards of financial conduct: assuring the independence of the audit efforts of the University's independent auditor and the Internal Auditor; determining the adequacy, of internal controls (including business, financial, and information systems); and reviewing key legal and regulatory compliance matters with regard to assessing preventable risks to the University.

7. *Committee on Mission and Identity.* The duties and functions of the Standing Committee on Mission and Identity shall be to foster and assess, on a continuing basis, the Jesuit and Catholic identity of Loyola University New Orleans in its programs and operations. The committee shall report regularly at the meetings of the Board of Trustees on the state of the University's Jesuit and Catholic character and shall make recommendations to the administration and the Board of Trustees on areas for growth and development of the Jesuit and Catholic character of the University.

- C. *Ad-hoc Committees.* Ad-hoc committees may be established by the Chairman of the Board from time to time with the approval of a majority vote of the members of the Board at any meeting. The term of ad-hoc committees shall be for one (1) year, unless otherwise fixed by the Board.

## **Article XIII**

### **ADMINISTRATION**

#### **1. President**

The President shall be the chief executive officer of the Corporation. Except as provided for in the Charter, Article VII, section B, he shall be a Roman Catholic priest and a member in good standing of the Society of Jesus. The President shall be an *ex-officio* member of the Board and of all Committees of the Board.

The President shall:

- A. Promptly and effectively execute all resolutions, policies, rules and regulations adopted by the Board, and perform all duties prescribed by the Board.
- B. Formulate and recommend to the Board policies, programs and plans for the educational, financial, physical development and government relations of the University.
- C. Make or approve all appointments of administrative officers to the University.
- D. Establish a management organization to carry out effectively the policies of the University; ensure that the University is properly staffed with personnel competent to discharge their responsibilities and to carry out said policies effectively; provide adequate opportunities for the development and advancement of personnel.
- E. Prescribe the specific duties and assignment of the principal administrative officers and establish and define duties of administrative and visiting committees to advise and assist in the execution of the President's duties.
- F. Approve or disapprove the policies and procedures of all such administrative officers and administrative committees. Suspend any action taken by such officer or committee which the President believes to be in conflict with general policies and procedures of the University.

- G. Direct preparation and present to the Board through the Committee on Finance, a proposed budget for the ensuing fiscal year and see that the budget when adopted is enforced.
- H. Prepare and submit to the Board an annual report and such special reports as the President deems desirable and as the Board may require.
- I. Serve as the chief spokesman for and interpreter of the University to its constituencies and take leadership in obtaining support of the University from all possible sources.
- J. Have responsibility for, and administrative and fiscal control over, intercollegiate athletics and fund-raising activities.

## **2. Other Administrative Offices**

The Chancellor of the University, if appointed, shall report to the President of the University or designee, and the position shall be solely restricted to activities generally associated with university advancement and approved by the President of the University and the Vice President for University Advancement.

Other Vice Presidents or administrative offices of the University shall be designated by the President. These shall be defined as administrative council positions. The duties of these offices shall be designated by the President.

## Article XIV

### INDEMNIFICATION LIMITATION OF LIABILITY

#### 1. Indemnification

*A. Generally.* To the fullest extent authorized or permitted by La. Rev. Stat. 12:227, as the same may hereafter be amended to broaden such authority, or as otherwise permitted by law, the Corporation shall indemnify any person who was or is a party or is threatened to make a party to any action, suit or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Corporation) by reason of the fact that they are or were a trustee, director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, employee or agent of another business, foreign or nonprofit corporation, partnership, joint venture or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonable incurred by such trustee in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful; provided that in case of actions by or in the right of the Corporation, the indemnity shall be limited to expenses (including attorneys' fees and amounts paid in settlement not exceeding, in the judgment of the Board of Trustees, the estimated expense of litigating the action to conclusion) actually and reasonably incurred in connection with the defense or settlement of such action, and no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged (by a court of competent jurisdiction after exhaustion of all appeals therefrom) to be liable for negligence or misconduct in the performance of their duty to the Corporation unless and only to the extent that the court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case they are fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which they are reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

*B. Indemnity for Expenses.* To the extent that a Trustee, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any such action, suit or proceeding, or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by them in connection therewith.

*C. Authorization for Indemnity.* An indemnification (unless ordered by the court) shall be made by the Corporation only as authorized in a specific case upon a determination that the applicable standard of conduct has been met. Such determination shall be made (1) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable and a quorum of disinterested Trustees so directs, by independent legal counsel, or (3) by the Members.

*D. Advance Payment of Expenses.* Expenses incurred in defending such an action, suit or proceeding shall be paid by the Corporation in advance of the final disposition thereof if authorized by the Board of Trustees, independent legal counsel or the Members, as provided in Subsection C. of this Section, upon receipt of an undertaking by or on behalf of the Trustee, director, officer, employee or agent to repay such amount unless it shall ultimately be determined by the Board of Trustees, independent legal counsel or the members, as provided in Subsection C. of this Section, that they are entitled to be indemnified by the Corporation as authorized in Article XIV.

*E. Indemnification Not Exclusive.* The indemnification provided for this Section shall not be deemed exclusive of any other rights to which any person indemnified may be entitled under any bylaw, agreement, authorization of Members or disinterested Trustees or otherwise, both as to action in their official capacity and as to a person who has ceased to be a Trustee, director, officer, employee or agent and shall inure to the benefit of their heirs and legal representatives.

*F. Effect of Repeal or Amendment.* Neither the repeal of nor any amendment to this Section shall apply to or have any effect on the obligation of the Corporation or on the entitlement of any person to indemnification in accordance with this Section for or with respect to any action, suit or proceeding, whensoever brought or asserted, arising out of any act or omission of such person occurring prior to such repeal or amendment, absent the express consent of such a person, or of the person's heirs or legal representatives, to such repeal or amendment.

## **2. Limitation of Liability**

No Trustee or officer of the Corporation shall be personally liable to the Corporation or its Members for monetary damages for breach of fiduciary duty as a Trustee or officer, except in the case of breach of the Trustee's or officer's duty of loyalty to the Corporation or its Members; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or any transaction from which the Trustee or officer derived an improper personal benefit. Neither the repeal or nor any amendment to this Section shall apply to or have any effect on the liability or alleged liability of any Trustee or officer of the Corporation for or with respect to any act or omission of such Trustee or officer occurring prior to such repeal or amendment, absent the express consent of such a trustee or officer, or of the trustee's or officer's heirs or legal representatives, to such repeal or amendment.

## **Article XV**

### **CONFLICTS OF INTEREST**

A Trustee is considered to have a conflict of interest if (a) such Trustee has existing or potential financial or other interests which impair or might reasonably appear to impair such member's independent, unbiased judgment in the discharge of their responsibilities to the University, or (b) such Trustee be a spouse, siblings, children and other relative (if the latter reside in the same household as the Trustee) or any organization in which such Trustee (or family member) is an officer, director, employee, member, partner, trustee or controlling stockholder, has such existing or potential financial or other interests. All Trustees shall disclose to the Board any possible conflict of interest at the earliest practicable time. No Trustee shall vote on any matter under consideration at a Board or committee meeting, in which such Trustee has a conflict of interest. The minutes of such meetings shall reflect that a disclosure was made and that the Trustee having a conflict of interest abstained from voting. Any Trustee who is uncertain whether a conflict of interest exists in any matter may request the Board or committee to determine whether a conflict of interest exists, and the Board or committee shall resolve the question by majority vote.

## **Article XVI**

### **DISCRIMINATION PROHIBITED**

In administering its affairs, the University shall not discriminate against any person on the basis of race, color, national origin, sex, disability, religion, genetic information or age.

## **Article XVII**

### **AMENDMENT TO THE BYLAWS**

Articles I-XI of these Bylaws may be amended in accordance with the provision of Article XI thereof.

Articles XII through XVII hereof pertaining to the Board of Trustees may be made, altered or amended at any time by a majority vote of the Board of Trustees, provided that such Bylaws, alterations or amended are not inconsistent with the Bylaws adopted by the Jesuit members of this Corporation. Any and all Bylaws, alterations or amendments made by the Board of Trustees shall be reported by the President in the annual report at the Annual Meeting of the Membership.

# Appendix B

Loyola University New Orleans  
Intellectual Property Rights Policy

# **INTELLECTUAL PROPERTY RIGHTS POLICY**

## **I. INTRODUCTION**

Loyola University New Orleans ("Loyola" or "University") is committed to providing an atmosphere conducive to scholarship, research, and creative activity. Faculty, staff, and students are encouraged to engage in the scholarly pursuit of knowledge, artistic production, and applied research. The results of such pursuits on the part of faculty, staff, and students may lead to the development of intellectual property that can be patented, copyrighted, or otherwise has commercial value. It is the purpose of this policy to inform all members of the Loyola community of their rights and responsibilities whenever the results of their research or creative endeavors are patentable, copyrightable, or commercially marketable. The University recognizes the need to balance a number of diverse interests in such matters; thus, this policy reflects its commitment to (a) encourage, support, and motivate students, faculty, and staff in the creation of new knowledge and new applications of existing knowledge; and (b) safeguard the current and potential financial assets of the University.

We believe that the public interest is best served through an intellectual environment that encourages and rewards creative efforts and innovations, and provides the University and its learning community with reasonable access to, and use of, intellectual property, the creation of which the University has provided assistance.

The Provost is responsible for the interpretation and implementation of the provisions contained in this policy.

## **II. COVERAGE**

This policy applies to all full-time and part-time Loyola faculty and staff; graduate and undergraduate students, working with or without monetary compensation on any project under the direction and control of the University; and anyone else using University facilities and/or assets, or conducting activities under the supervision of University personnel. In other words, compliance with this policy is a condition of employment for every Loyola employee and a condition of enrollment and attendance for every Loyola student.

This policy covers all intellectual property, including but not limited to anything that is patentable, copyrightable, or otherwise marketable. Examples include, but are not limited to, inventions, books, articles, study guides, syllabi, workbooks or manuals, bibliographies, instructional packages, tests, video or audio productions, films, charts, digital materials, graphic materials, photographic or similar visual materials, multi-media materials, three-dimensional materials, exhibits, and digital files and software.

### III. CONFLICTING PROVISIONS

If any portion of this policy conflicts with a signed agreement between the University and a creator (an inventor or any other person who assists in the creation of intellectual property) or between the University and an external funding agency or other entity such as another university with a collaborative research agreement with Loyola, the terms of the signed agreement will prevail.

### IV. COPYRIGHT USE AND OWNERSHIP

Loyola is committed to complying with all applicable laws regarding copyright. The University supports (1) the responsible, good faith exercise of fair use rights, as codified in federal copyright laws<sup>1</sup>, by faculty, staff, and students in furtherance of their academic pursuits (teaching, learning, mentoring, research, creative endeavors and service activities); and (2) copyright ownership by faculty, staff, or students of creative, non-directed, as well as works not commissioned by the University; and (3) University ownership of directed employment-related works (as defined in Section B below).

#### A. COPYRIGHT USE

The University will:

1. Inform and educate the University community about fair use and the application of the fair use factors as set forth in the Copyright Act of 1976 (17 U.S.C. §107) and as interpreted by applicable case law. The fair use statute reads:

“The fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include (a) The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes; (b) The nature of the copyrighted work; (c) The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and (d) The effect of the use upon the potential market for or value of the copyrighted work. The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.”

None of the factors is determinative or defined by statute, and all are subject to the individual interpretation of users, and of the courts.

2. Make available resources concerning copyright laws in general and the application of fair use in specific situations.

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<sup>1</sup> U.S. Copyright Law (Title 17, US Code Section 101)

3. Provide reasonable guidance to faculty, staff, and students to assist in making fair use determinations.

Members of the campus community are encouraged to become as knowledgeable as possible on the subjects of copyright and fair use, as these legal principles apply to their work. Loyola does not accept legal responsibility for copyright infringement by individual members of the community. Individuals who willfully or negligently disregard university policy and guidelines do so at their own risk and assume all liability.

The University provides duplication services. Many members of the faculty, staff, and student body duplicate and transform print and media resources in the course of their work and study. Although Loyola encourages all members of its community to engage in a wide variety of activities related to education, it does not support illegal duplication in any form, for any purpose. Thus, Loyola employees and students must conduct their educational activities within the bounds of copyright law.

Faculty and staff are expected to adhere to copyright policy and guidelines in the use of copyrighted materials, including duplication and transformation of teaching materials. When permission to copy or use is necessary, the user must obtain the necessary authorization before material can be reproduced or used. Since this is often a complex and time-consuming process, faculty and staff should allow adequate time for processing permission requests.

### **Prohibitions and Areas of Caution**

In accordance with University policy and copyright law, Loyola offices and service centers reserve the right to refuse to copy materials that may be deemed to violate copyright law. University employees and students shall abide by copyright law and University policy in utilizing walk-up copiers, computers and other devices which copy print, media, or digital materials, and assume all responsibility for complying with copyright law. Employees and students who take materials to off-campus vendors for reproduction assume all responsibility and liability for copyright infringement.

Federal copyright law provides that copyright arises when the work is created in a fixed tangible form of expression. Copyright protection does not depend on the display of any copyright notice or other formalities. As a result, it is necessary to assume that copyright laws protect all works. Although use of some works may be permitted under fair use or because they are in the public domain, establishing fair use is difficult in many instances, and works assumed to be in the public domain may not be (i.e., they may involve complicated issues regarding the year of creation).

University policy prohibits faculty and staff from benefiting personally by selling educational materials directly to the Loyola community.

## B. COPYRIGHT OWNERSHIP

With respect to determining ownership of copyright, the University's policy addresses works by category of copyrightable work (including traditional or non-directed works, directed works, and sponsored or externally contracted works) and by category of author (i.e., faculty, staff, independent contractor or student). Ownership of copyrighted material hinges on which categories of work and author pertain to the work at hand. Where a copyrighted work is also patentable, the terms of Section V will apply to it, notwithstanding any inconsistencies with this or other sections of this policy.

Unless otherwise specified, the following works are owned by the creator:

- Traditional Works or Non-Directed Works
- Works by Independent Contractors
- Works by Students

The following works are owned by the University:<sup>2</sup>

- Directed Works
- Works by Staff

### 1. Works by Faculty

- a. **Traditional Works or Non-Directed Works:** A "traditional work or non-directed work" is a pedagogical, scholarly, literary, or other artistic work created or originated by a faculty member or other employee and not specifically funded or created at the direction of the University. Such works may include but are not limited to books, articles, poems, study guides, syllabi, lecture notes, workbooks or manuals, bibliographies, instructional packages, tests, video or audio productions, films, charts, digital materials, graphic materials, photographic or similar visual materials, multi-media materials, distance learning materials, musical scores, three-dimensional materials, exhibits, webpages, digital files, software, or other works of the kind that have historically been deemed in academic communities to be the property of their creator.

**Ownership:** The creator of the traditional or non-directed work is the owner. If federal copyright law deems any such work as a "work made for hire" and vests ownership to the University, then the University assigns all ownership rights to the work's creator. If the University is to be involved in commercializing a traditional work or non-directed work, the work's creator may assign the work to the University under an Assignment Agreement. The Assignment Agreement shall contain provisions outlining the commercialization responsibilities of the University and a mechanism

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<sup>2</sup> Ownership of sponsored or externally contracted works is governed by the contract.

for the sharing of commercial proceeds. In cases of ownership by the creator of a traditional work, the University shall be granted a perpetual, non-exclusive, nontransferable, license for its own educational, promotional, research and creative works (hereinafter referred to as "the University License").

With respect to faculty materials produced for online instruction, copyright ownership is treated no differently than faculty materials produced for the classroom. That is, faculty members own the copyright for those materials they create for online use. Alternatively, the University and faculty may enter into written work-for-hire agreements relating to materials produced at the direction of the University for online use. Through these agreements, the parties may agree to vest copyright in either the University or the faculty, and provide for related licenses.

Regarding any materials a faculty member uses for online instruction that he or she has *not* created, fair use guidelines should be applied and permission from the creator may be necessary.

- b. Traditional Works or Non-Directed Works Involving Exceptional Use of University Resources:** "Exceptional use of University resources" means University support of traditional works with resources of a degree or nature not routinely made available to faculty or employees in a given area.

**Ownership:** Ownership rights should be negotiated between the creator and the University prior to, or within a reasonable time, of the commitment of University resources. However, upon agreement by the Provost, the University may release or transfer its rights to the work's creator, subject to (a) the University License, and/or (b) the University's right to require reimbursement and/or a share of any income. The parties may also negotiate for joint ownership of such works, with the approval of the Provost.

- c. Directed Works:** "Directed works" include works that are specifically funded or created at the direction of the University (including, but not limited to, commissioned work authored by faculty or employees).

**Ownership:** Ownership belongs to the University, but can be negotiated. For works owned by the University, the work's creator, where practical, may be granted a license to use the work. The University may release or transfer ownership to the work's creator under a written agreement negotiated between the creator and the University, subject to (a) the University License, and/or (b) the University's right to require reimbursement and/or a share of any income. The parties may also negotiate for joint ownership of such works, with the approval of the

Provost.

- d. **Sponsored or Externally Contracted Works:** A "sponsored or externally contracted work" is any type of copyrighted work developed using funds supplied under a contract, grant, or cooperative agreement between the University and a third-party sponsor. All agreements covering sponsored or externally contracted works must be executed by an appropriate official, as per University Contract Administration Policy.

**Ownership.** Ownership of a sponsored or externally contracted work will be determined by the contract. For an agreement that expressly requires copyright ownership by the University, the University may release or transfer its rights to the creator subject to (a) the University License, and/or (b) the University's right to require reimbursement and/or a share of any income. The creator and the University may negotiate for joint ownership of such works, through the appropriate University official or body as specified in the University Contract Administration Policy.

For an agreement that does not expressly require copyright ownership by the University or a third party, the creator of the work shall own the work. In cases of ownership by the creator, the University shall be granted a non-exclusive, nontransferable license for its own educational, promotional, research and creative works.

## 2. Works by Staff

- a. **Commissioned works:** Most works by staff members are considered to be "commissioned works." A "commissioned work" is hereby defined to be:

- A work prepared by an employee within the scope of his or her employment; or
- A work specially ordered or commissioned for use as a contribution to a collective work (e.g., as a part of a motion picture, or as a translation of a part of a book) if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

**Ownership:** A commissioned work made by staff shall be owned by the University. However, in special cases, the University may enter into an agreement in advance that the employee shall own the copyright. In addition, the Provost may waive University ownership.

- b. **Sponsored or Externally Contracted Works:** The terms described in

Section B.1.d. apply to staff as well as faculty, with following distinction: For an agreement that does not expressly require copyright ownership by the University or a third party, the creator of the work shall own the work unless it is a commissioned work, which shall be owned by the University.

### 3. **Works by Independent Contractors**

Ownership of these works vests originally in the independent contractor.

**Ownership:** Works by independent contractors shall be owned in accordance with the contract under which the work was created. The contract should oblige the contractor to transfer the copyright to the University after creation.

### 4. **Works by Students**

**Ownership:** The University respects the intellectual property rights of its students and seeks to promote their creative and entrepreneurial activities. The Policy therefore recognizes that students own the copyright to all works they create as part of their academic endeavors. These protected works include, but are not limited to, papers, presentations, computer programs, theses, musical works, photographs, film and video projects, graphic design, and other artistic works.

The Policy's broad protection of student copyright ownership is subject to the following narrow exceptions:

- a. **Sponsored or Externally Contracted Works:** Copyright ownership in student works created under a sponsored agreement or external contract shall be determined by the terms of the agreement.
- b. **Commissioned Work:** Works created by students within the scope of employment at Loyola are "commissioned works" that are owned by the University or the hiring party (e.g., a faculty member hiring a research assistant).
- c. **Student Classroom and Laboratory Notes:** Student class and lab notes may be used non-commercially and only for personal educational purposes. Commercial or other unauthorized uses of such works may constitute unlawful copyright infringement of a faculty or staff members intellectual property rights.

**University License to Student Works:** This policy reflects the University's commitment to education and research. This policy therefore requires students to grant the University a non-exclusive license to use students' academic works for non-profit, educational, research, and promotional purposes. This license does not allow the University to commercially exploit the work. It ensures, for instance, that faculty can share the student works (such as prior projects or papers) with future

students to further their education. Promotional uses are limited to promoting the University, such as celebrating student successes on the University website. This license is also subject to the student's privacy rights under federal law.

**Questions Regarding Intellectual Property Rights:** Questions and disputes about intellectual property rights are reviewed by the university's Intellectual Property Policy and Rights Committee and the administration under the terms of the Policy. Students agree to be governed by the Policy as a condition of enrollment to the university.

## V. PATENT OWNERSHIP AND INVENTION DISCLOSURE

Here and elsewhere in this document, "invention" means any art, process, method, technique, machine, manufacture, design, software, or composition of matter, or any new and useful improvement thereof; any discovery; or any novel variety of plant that is patentable under United States or foreign law. For the purpose of this policy, "reduced to practice" means demonstrated to work for the intended purpose.

Every invention or part thereof that is conceived, developed, or first reduced to practice under either of the following conditions shall be the property of the university:

- During normal or assigned activities related to the inventor's employment or student responsibilities—including teaching, performing University service, pursuing coursework, or directing or conducting research; or
- With the aid of University facilities or assets, including equipment, material, personnel, or any other resource available to the inventor as a direct result of the inventor's affiliation with the University, and which would not be available to a non-University individual on the same basis.

As a condition of employment or enrollment, all Loyola employees and students assign ownership of all so-described inventions or parts thereof to Loyola. For these inventions, the University shall share licensing revenues with inventors according to Section VI of this policy. All other inventions are "Inventions Made on Own Time." (See below.)

All inventions made in full or part while the inventor is a Loyola employee or student must be disclosed to Loyola. This requirement extends to Inventions Made on Own Time.

### Patent Application

Patents on University-owned inventions may be applied for in any country by the University or through its authorized agent(s) or assignee(s). The University shall exercise its rights of ownership of such patent(s), with or without financial gain, with due regard for the public interest, as well as the interests of inventors and sponsors concerned. However, nothing in this

policy shall render the University liable to any inventor, sponsor, successor or assignee for any loss or damage related to any failure to file or prosecute a patent application. (Refer to the Procedures document.)

### **Inventions Made on Own Time**

Inventions or discoveries made by University employees or students entirely on their personal time and not involving the use of University facilities or assets are the property of the inventor except in case of conflict with any applicable agreement between the University and the federal or state government or agency thereof. For purposes of this provision, an individual's "personal time" shall mean time other than that devoted to normal or assigned functions in teaching, University service, or direction or conduct of research on University premises or utilizing University facilities or assets. The term "University facilities or assets" shall mean any facility or asset, including equipment, resources and material, available to the inventor as a direct result of the inventor's affiliation with the University, and which would not be available to a non-University individual on the same basis.

Loyola employees or students who claim that inventions are made on personal time have the responsibility to demonstrate that inventions so claimed are invented on personal time. All such inventions shall be disclosed in accordance with the University's disclosure procedures applicable to inventions made on University time or with the use of University facilities or assets, and shall demonstrate that only personal time was utilized. In each instance so demonstrated to conform to the definition of personal time, the University shall acknowledge in writing that the invention is the sole property of the inventor in accordance with the waiver provision below.

If the inventor chooses, inventions or discoveries made on personal time and utilizing the inventor's own facilities and materials may be assigned to the University. Under this arrangement, the procedures will be the same as for inventions or discoveries made by University employees or students on University time and/or with the use of University facilities and assets.

### **Waiver and Release of University Rights**

Pursuant to these policies and procedures, Loyola University New Orleans, after consultation with the inventor, shall waive its rights to patents, if any, to be waived in favor of the inventor if the University determines that no University facilities, time, or assets were used in the development of the discovery or invention, that it was made on personal time, and that such waiver would not conflict with any pertinent agreement between the University and a sponsoring agency or agencies.

Pursuant to these policies and procedures and after consultation with the inventor, the University may release and waive its rights to the invention in favor of the inventor if, for example, the University determines that the invention is clearly one that is non-patentable or that does not warrant further evaluation as to patentability, or if the invention has been returned to the University after negative evaluation by the University's agent(s).

## VI. SHARING ROYALTIES OR OTHER INCOME

Royalties and other income from work subject to copyright or patent held by the University will first be used to reimburse documented expenses in the following order<sup>3</sup>:

- Documented out-of-pocket costs paid by the creator.
- Direct costs paid by the University in conjunction with processing of patent applications, marketing or licensing intellectual property, or related legal costs.
- Costs associated with the use of equipment, materials, and staff services of any of the various campus units, including department or college that assisted in the development of the materials. Costs will be determined from the normal fee schedule of the campus unit providing the support, funds, supplies, or services.

After all direct and indirect expenditures are reimbursed, then any remaining royalties and other income will be disbursed as follows:

### Distribution of Royalties for Intellectual Property Owned by University

|                                          | <i>Creator</i> | <i>College</i> | <i>Provost's Office</i> | <i>General Fund</i> |
|------------------------------------------|----------------|----------------|-------------------------|---------------------|
| The first \$5,000                        | 100%           |                |                         |                     |
| The portion between \$5,001 - \$50,000   | 75%            | 20%            | 5%                      |                     |
| The portion between \$50,001 - \$100,000 | 60%            | 25%            | 10%                     | 5%                  |
| The portion over \$100,000               | 50%            | 15%            | 10%                     | 25%                 |

If the creator does not report to a college dean, then the administrative unit with which the creator is principally associated will receive this share of the royalties.

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<sup>3</sup> Distribution of Royalties does not apply to works made for hire.

In the case of multiple creators, the creators will determine among themselves the allocation of their share of the royalties, preferably when the research or creative work is first undertaken. If they cannot agree, the entire creator's share shall be deposited into a University account until such time as the creators agree on a written distribution plan or a dispute resolution mechanism to resolve the issue.

The royalties given to the college or administrative unit and to the Provost's Office should be used directly or indirectly to encourage and support further research and creative endeavors.

If an infringement suit or claim of patent invalidity is brought against the University during the life of a patent, payment of the income distribution attributable to that patent may, at the University's discretion, be suspended pending final resolution of the dispute. Similarly, if there is a legal challenge to the validity of a copyright, payment of royalties may, at the University's discretion, be suspended pending final resolution of the challenge.

## **VII. INTELLECTUAL PROPERTY POLICY AND RIGHTS COMMITTEE**

The Intellectual Property Policy and Rights Committee ("the Committee") will be composed of rotating and permanent members. The former shall consist of three faculty members elected by the Faculty Senate, and a dean appointed by the Provost. The permanent members are the Director of Grants and Sponsored Programs, a representative of Business and Finance (appointed by the Vice President for Business and Finance), Director of Government and Legal Affairs, and the Provost, who will serve as a non-voting member and chair. Director of Government and Legal Affairs or designee will be a permanent non-voting member. At the time of initial appointment or election, each non-permanent member shall be designated as serving a one-, two-, or three-year term, staggered so that the term of one faculty committee member will expire each year. After the first appointment subsequent members shall serve staggered three-year terms, commencing July 1 and terminating on June 30. Committee members may serve one additional three-year term consecutively. The Committee may also appoint additional faculty, staff or students on an ad hoc, non-voting basis with observer status.

The Committee shall monitor and review technological and legislative changes affecting this policy and shall report to relevant faculty and administrative bodies when such changes affect existing policies. The Committee shall serve as a forum for the receipt and discussion of proposals to change existing University policy and/or to provide recommendations for contract negotiations.

The Intellectual Property Policy and Rights Committee will receive and consider disputes over ownership, and its attendant rights, of intellectual property. The committee shall make a recommendation to the Provost as to whether the University or any other party has rights to the invention or other creation, and, if so, the basis and extent of those rights. The Committee shall also make recommendations to the Provost on competing faculty, staff, or student claims to ownership when the parties cannot reach an agreement on their own. The Committee will review the merits of patent-pending inventions and other creations and make recommendations to the Provost for their management.

The Provost shall decide all such disputes. Decisions by the Provost may be appealed in writing to the President, who has final authority concerning University policies on intellectual property.

The committee has the authority to develop, in consultation with the Provost, procedures for the implementation of this policy.

## Appendix A

### Work for Hire Acknowledgment

The Policy contains two provisions that do not apply if the individual who created the property was required or hired specifically to create it, but there may be times when it is unclear to either the employee, the employer or both, whether an employee was required or hired to create intellectual property. The purpose of this acknowledgment is to help identify individuals who have been required or hired to create intellectual property, discuss the application of the Rules with them, and record that they understand how the Rules will apply.

There are two circumstances likely to cause confusion:

1. Professional, faculty, researcher, or student employees required or hired specifically to create the kinds of works they would normally own (scholarly, educational, artistic, musical, literary, or architectural works).
2. Any employee required or hired specifically to create the kinds of works for which royalty-sharing incentives are usually provided (inventions, discoveries, trade secrets, trade and service marks, and software).

The University may discuss and execute an acknowledgment with these two types of employees and any other employees in similar circumstances where confusion may be likely.

### Sample Work for Hire Acknowledgement

I am being required/hired to create works embodying intellectual property. The ownership of and benefit from such intellectual property is governed by the University's Intellectual Property policy regarding intellectual property, which I have read and understand.

I understand that any intellectual property I will create that is within the scope of my employment is a work for hire and the University will own such intellectual property pursuant to the Policy. Further, since I am being hired specifically to create intellectual property, the royalty-sharing provisions of the Intellectual Property Policy shall not apply to my works and the University will retain all proceeds from any commercialization of the works I create.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_