

**The following interpretations to the *Regulations Concerning Faculty Tenure* were approved by the Tenure Subcommittee on May 31, 1996.**

**INTERPRETATION 1:**

The Tenure Subcommittee proposes to adopt the following formal Interpretation of Section 10.2. It does not require formal Faculty Senate action. (The entire text is new.)

FACULTY MEMBERS ARE FREE TO CHOOSE TOPICS FOR RESEARCH OR OUTREACH AND TO DISCUSS ALL RELEVANT MATTERS IN THE CLASSROOM, IN ACCORDANCE WITH THE PRINCIPLES OF ACADEMIC FREEDOM AND RESPONSIBILITY. THE HEAD OF THE ACADEMIC UNIT WILL ASSIGN INDIVIDUAL FACULTY MEMBERS TO TEACH SPECIFIC COURSES IN ACCORDANCE WITH THE ACADEMIC WORKLOAD STATEMENT AND OTHER POLICIES ADOPTED BY THE FACULTY OF THAT UNIT. A FACULTY MEMBER MAY CHALLENGE AN ASSIGNMENT BY SHOWING THAT IT IS UNREASONABLE. AN ASSIGNMENT IS UNREASONABLE IF: (A) TAKEN AS A WHOLE, IT EXCEEDS THE WORKLOAD EXPECTED IN THE WORKLOAD STATEMENT OF THAT UNIT, (B) THE FACULTY MEMBER LACKS THE BASIC QUALIFICATIONS TO TEACH THE COURSE, OR (C) THE ASSIGNMENT WAS MADE IN VIOLATION OF THE FACULTY MEMBER'S ACADEMIC FREEDOM OR IN VIOLATION OF ANOTHER SPECIFIC UNIVERSITY POLICY. THE FACULTY MEMBER SHOULD CARRY OUT THE TEACHING ASSIGNMENT PENDING RESOLUTION OF ANY GRIEVANCE, UNLESS THE RESPONSIBLE GRIEVANCE OR HEARING OFFICER OR PANEL INDICATES THAT PROVISIONAL MEASURES ARE APPROPRIATE.

**Comment**

This Interpretation is intended to reinforce the common understanding that faculty members must cooperate in the ongoing work of the department or other academic unit. The department head (or equivalent officer) has the responsibility to assign faculty members to particular teaching assignments. In doing so the skills, experience, and interest of faculty members should be taken into account, but the department head has the duty and responsibility to distribute equitably the workload among all faculty members in accordance with the policies formally adopted in the unit. A faculty member has the obligation to teach the courses assigned, as long as the assignment is reasonable.

Disagreements about assignment should be resolved informally, if possible. Otherwise, a formal grievance may be filed. The faculty member should carry out the assigned duty pending resolution of that grievance, unless provisional measures are indicated.

**INTERPRETATION 2:**

The Tenure Committee proposes to adopt the following Interpretation of Section 12: (The entire text is new.)

SECTION 12.2 OF THE TENURE REGULATIONS RECORDS AN UNDERSTANDING THAT, IN CASE OF PROGRAMMATIC CHANGE, "THE UNIVERSITY RECOGNIZES ITS OBLIGATION TO CONTINUE THE EMPLOYMENT OF REGULAR FACULTY IN ACCORDANCE WITH THE TERMS OF THEIR EMPLOYMENT" AND "REGULAR FACULTY MEMBERS WHO ARE SO RETAINED HAVE THE RESPONSIBILITY TO ACCEPT TEACHING OR OTHER ASSIGNMENTS FOR WHICH THEY ARE QUALIFIED." THIS INTERPRETATION CLARIFIES THE PROCESSES TO BE FOLLOWED TO EFFECTUATE SECTION 12.2.

IN CASE OF PROGRAMMATIC CHANGE THAT LEADS TO THE DISCONTINUATION OF A PROGRAM, THE ASSIGNMENT OF NEW RESPONSIBILITIES WILL BE MADE BY A UNIVERSITY OFFICER DESIGNATED BY THE PRESIDENT. THE OFFICER WILL CONSULT WITH THE FACULTY MEMBER AND THE POTENTIAL RECEIVING UNIT AND WILL SEEK A MUTUALLY SATISFACTORY ASSIGNMENT.

IF AGREEMENT CANNOT BE REACHED, THE UNIVERSITY OFFICER WILL ASSIGN NEW RESPONSIBILITIES AFTER CONSULTATION WITH THE INDIVIDUAL. THE ASSIGNMENT WILL BE AS CLOSELY RELATED TO THE ORIGINAL APPOINTMENT AS PRACTICABLE. THE FORMAL ASSIGNMENT

WILL BE IN WRITING AND WILL INDICATE THE CONTINUING NATURE OF THE FACULTY MEMBER'S TENURE.

FOR FIVE YEARS AFTER THE REASSIGNMENT, THE FACULTY MEMBER WILL BE INFORMED OF VACANCIES IN HIS/HER ORIGINAL DEPARTMENT (OR IN SUCCESSOR OR RELATED DEPARTMENTS) AND WILL BE GIVEN PREFERENCE IN FILLING ANY SUCH POSITIONS FOR WHICH HE/SHE IS QUALIFIED.

EVERY EFFORT SHOULD BE MADE TO SEEK A SATISFACTORY PERMANENT ASSIGNMENT. IF THIS CANNOT BE ACCOMPLISHED, TEMPORARY ASSIGNMENTS CAN BE MADE.

AS PROVIDED IN SECTION 12.2, THE UNIVERSITY MAY GIVE THE FACULTY MEMBER "OTHER ASSIGNMENTS" ONLY IF ASSIGNMENTS TO TEACHING IN THE FACULTY MEMBER'S DISCIPLINE ARE NOT FEASIBLE. FOR EXAMPLE, FACULTY MIGHT BE ASSIGNED

- TO TEACH IN ANOTHER FIELD IN WHICH THE INDIVIDUAL IS QUALIFIED, BUT WHICH IS NOT WITHIN THE AREA OF ORIGINAL TENURE.
- TO PERFORM PROFESSIONAL OR ADMINISTRATIVE DUTIES, INCLUDING PROFESSIONAL PRACTICE IN A FIELD IN WHICH THE INDIVIDUAL IS QUALIFIED.
- TO TRANSFER EFFORT BY ASSIGNMENT IN A SUITABLE PROFESSIONAL CAPACITY AT ANOTHER EDUCATIONAL INSTITUTION OR SIMILAR ENTITY, WHILE RETAINING UNIVERSITY TENURE, COMPENSATION, AND BENEFITS.
- TO UNDERTAKE EDUCATIONAL OR TRAINING PROGRAMS TO DEVELOP OR REFINE SKILLS THAT LATER MAY BE USEFUL TO THE UNIVERSITY; THE COSTS OF SUCH PROGRAMS WILL BE BORNE BY THE UNIVERSITY.

IF SUCH ASSIGNMENTS ARE MADE, THE UNIVERSITY WILL PROVIDE AN OPPORTUNITY FOR THE FACULTY MEMBER TO CONTINUE RESEARCH IN THE ORIGINAL FIELD.

IT WILL NOT ALWAYS BE POSSIBLE TO IDENTIFY MUTUALLY AGREEABLE ASSIGNMENTS. IF THE FACULTY MEMBER BELIEVES (I) THAT HE OR SHE IS UNABLE TO PERFORM THE ASSIGNED DUTIES OR (II) THAT HE OR SHE IS QUALIFIED FOR SOME OTHER OPEN POSITION THAT IS MORE CLOSELY RELATED TO HIS OR HER ORIGINAL APPOINTMENT, THE FACULTY MEMBER SHOULD INFORM IN WRITING THE UNIVERSITY OFFICER MAKING THE ASSIGNMENT. IF THEY CANNOT REACH AGREEMENT, THE FACULTY MEMBER MAY FILE A FORMAL GRIEVANCE ON THESE ISSUES. IF THE ASSIGNED RESPONSIBILITIES ARE LOCATED A SUBSTANTIAL DISTANCE AWAY FROM THE PREVIOUS WORK LOCATION, THE UNIVERSITY WILL PROVIDE FOR TRAVEL EXPENSES (IF TEMPORARY) OR MOVING EXPENSES (IF PERMANENT).

THE UNIVERSITY MAY ALSO OFFER INDUCEMENTS TO FACULTY MEMBERS TO SEEK THEIR VOLUNTARY SEPARATION FROM THE UNIVERSITY. THESE MAY INCLUDE:

- EARLY RETIREMENT PACKAGES;
- REDUCED TIME APPOINTMENTS;
- SEVERANCE AGREEMENTS, INCLUDING CONTINUATION OF BENEFITS.

THE UNIVERSITY MAY MAKE THESE OPTIONS AVAILABLE ON A SELECTIVE BASIS, AND NEED NOT EXTEND THE SAME OFFER TO ALL MEMBERS OF THE FACULTY.

### **Comment**

This interpretation clarifies the consequences of the understanding recorded in section 12.2 of the Tenure Regulations. Faculty members make extensive and long-term commitments to the development of their academic disciplines. In order to encourage that commitment, the University makes a similar long-term commitment to the faculty members. Both of them recognize that scientific and social changes may lead to changes in the programs that the University can offer. In order to increase the benefit for both parties, the University agrees to offer other appropriate employment to faculty members whose programs are discontinued, and the faculty members agree to be flexible in accepting alternative assignments.

This issue was extensively considered by the Board of Regents when the Tenure Regulations were adopted. The Board then accepted the importance of guaranteeing tenure appointments.

This solution presents neither the extreme of abandoning by lay-offs individuals who have invested heavily in the development of the academic stature of the University nor the opposite extreme of lifetime employment in an unwanted field. Rather, it seeks an intermediate solution in which both parties seek in good faith to accommodate their mutual expectations to changing circumstances.

The interpretation seeks to clarify the procedures that will be used to make reassignments of faculty effort in cases of programmatic change.