

## *Washington University Policy on Academic Freedom, Responsibility, and Tenure*

This policy was approved by the Washington University Faculty Senate, as amended, at its meeting in May, 1974, and as further amended at a later meeting in March 1975. Subsequently it was approved by the Administration and, on October 3, 1975, by the Board of Trustees. The final document is the product of six years of effort, initiated by former chancellor Thomas H. Eliot, by, primarily, members of the Washington University chapter of the American Association of University Professors, the Faculty Senate Council, the Board of Trustees, and Academic Administrators.

Sections XI.B and XI.C of this policy were further amended and approved by the Washington University Faculty Senate at its meeting on May 6, 1980, and were subsequently approved, as amended, by the Board of Trustees at its meeting on October 10, 1980. Sections II.B, II.D, and XII also were amended and approved by the Faculty Senate at its meeting on May 15, 1984, and were subsequently approved, with a memorandum of understanding concerning Section XII, by the Board of Trustees at its meeting on May 3, 1985.

Section IV.B of this policy was amended and approved by the Faculty Senate at its meeting on December 3, 1986, and approved by the Board of Trustees at its meeting on May 8, 1987. Section III.B was added and approved by the Faculty Senate at its meeting on May 9, 1988, and was subsequently approved by the Board of Trustees at its meeting on December 2, 1988. Sections II.B, II.D, and XII.B were amended and approved by the Faculty Senate at its meeting on April 24, 1989, and were subsequently approved by the Board of Trustees at its meeting on October 13, 1989.

Sections III.A, IV.B.1, footnote 3, and IV.B.2 were amended and approved by the Faculty Senate at its meeting on November 6, 1992, and approved by the Board of Trustees at its meeting on December 4, 1992. Sections III.A, C, and D, IV.B.3, VI.B.1.e, and XI.B.1 were amended and approved by the Faculty Senate at its meeting on April 23, 1993, and subsequently approved by the Board of Trustees at its meeting on May 7, 1993.

Section X of this policy was amended and approved by the Faculty Senate at its meeting on December 16, 1996, and approved by the Board of Trustees on May 2, 1997.

Section IV.B.2 of this policy was amended and approved by the Faculty Senate at its meeting on May 2, 2005, and approved by the Board of Trustees on October 7, 2005.

Section IV.B.2 of this policy was amended and approved by the Faculty Senate on June 23, 2008, and approved by the Board of Trustees on October 3, 2008.

Sections III.A and IV.B.1, footnote 3 of this policy were amended and approved, and a new Section III.C was added and approved, by the Faculty Senate on January 21, 2009, and approved by the Board of Trustees on March 7, 2009.

Sections III.A, IV.B.1 and footnote 3, IV.B.2 and IV.B.4 of this policy were amended and approved by the Faculty Senate on January 15, 2014, and approved by the Board of Trustees on March 7, 2014.

Section III.A of this policy was amended and approved by the Faculty Senate on September 26, 2016, and approved by the Board of Trustees on October 7, 2016.

A new Section XII.B.5 was added and approved by the Faculty Senate on February 23, 2017, and approved by the Board of Trustees on March 3, 2017.

## **I. Academic Freedom**

The right of faculty members to academic freedom is of fundamental importance to an academic institution. That right shall be protected at Washington University.

Academic freedom is the particular freedom of scholars, teachers, and students within the University to pursue knowledge, speak, write, and follow the life of the mind without unreasonable restriction. It is that freedom to be judged as scholar, teacher, or student, when such judgment is necessary, on the basis of legitimate intellectual and professional criteria, not personal beliefs, political views, religious or other individual preferences, except as these may demonstrably affect intellectual and professional achievement.

Procedures for arriving at professional, personnel, and academic decisions affecting faculty members shall assure fair consideration of the substance of the decision. Procedures of each decision-making body in the University that are consistent with this policy statement need not be uniform. Maximum departmental autonomy and wide intellectual and procedural latitude are too important to be unnecessarily restricted. What is required of such procedures is that they be basically fair. Academic freedom may be violated if it can be shown that unfair procedures have contributed significantly to a substantial professional, personnel, or academic decision adverse to the person complaining.

## **II. Responsibilities of Faculty Members**

### ***A. Teaching and Research***

The faculty member has an obligation to fulfill his/her teaching and research responsibilities. The faculty member's primary responsibility to his/her subject is to seek and to state the truth as he/she sees it. To this end the faculty member devotes his/her energies to developing and improving his/her scholarly competence. The faculty member accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. The faculty member practices academic honesty. As a member of this University, the faculty member seeks above all to be an effective teacher and scholar. Although the faculty member may follow subsidiary interests, these interests must not seriously hamper or compromise his/her scholarly pursuits. The faculty member determines the amount and character of his/her activities outside the University with due regard to his/her paramount responsibilities within it.

Because academic freedom traditionally has included the faculty member's full freedom as a citizen, most faculty members face no insoluble conflicts between the claims of politics, social action, and conscience, on the one hand, and the claims and expectations of their students, colleagues, and the institution, on the other. If such conflicts become acute, and the faculty member's attention to his/her obligations as a citizen and moral agent precludes the fulfillment of his/her academic obligations, the faculty member cannot escape the responsibility of that choice, but should either request a leave of absence or resign his/her academic position.

Since faculty members are free to engage in political activities, they may request leaves of absence for the duration of an election campaign or other political activity when such activity might interfere with full-time duties and responsibilities to the University. The terms of such leaves of absence shall be set forth in writing, and the leave shall not affect unfavorably the tenure status of a faculty member, except that time spent on such leave shall not count as probationary period service unless otherwise agreed to.

### ***B. Students***

Students are entitled to an atmosphere conducive to learning and to even-handed treatment in all aspects of the teacher-student relationship. Faculty members may not refuse to enroll or teach students on the grounds of students' beliefs or the possible uses to which they may put the knowledge to be gained in a course. A faculty member may not use the authority inherent in the instructional role to sexually harass, to discriminate against by reason of sex, sexual orientation, color, race, handicap, religion, or national origin, or to compel the student to make particular personal choices as to political action or his/her own role in society. Evaluation of students and award of credit must be based on academic performance professionally judged and not on matters irrelevant to that performance, such as personality, race, religion, politics, sex, sexual orientation, or personal beliefs.

### ***C. Courses***

It is a faculty member's position, based on mastery of his/her subject and his/her own scholarship, which entitles the faculty member to freedom in the presentation of his/her subject. Thus, it is improper for a faculty member persistently to intrude material which has no relation to his/her subject, or to fail to present the subject matter of his/her course as approved generally by the faculty in its collective responsibility for the curriculum. This is not to be narrowly construed as a restriction on the free presentation of his/her subject.

### ***D. The Academic Community***

Membership in the academic community imposes on faculty members (as well as on 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 of ideas on and off the campus. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the University. Activities related to the

University or the University community may not be carried out in ways which injure, discriminate against by reason of sex, sexual orientation, color, race, handicap, religion, or national origin, or sexually harass individuals, damage property, or interfere with the rights of others.

### **III. Appointments and Promotions**

#### ***A. Appointments Generally***

An appointment to the academic staff is made in response to a need recognized in the programs of teaching and research in the University and for which budget provision has been made.

With the exception of special appointments clearly limited to a brief association with the University, reappointments of retired faculty members on special conditions, and grants of academic rank as a courtesy to persons not regular members of the University faculty (for example, to some staff members at the Central Institute for the Deaf, at City Hospitals, and at the Missouri Botanical Garden), all full-time appointments to the rank of instructor or higher must fall into one of the following categories: (1) probationary tenure-track appointments,<sup>1</sup> (2) appointments with continuous tenure, (3) non-tenure track appointments to research professorships which comply with the requirements of Part B of this Section III, (4) non-tenure track appointments to the Clinician Track or Research Track at the School of Medicine, in accordance with the School's Appointments & Promotions Guidelines and Requirements and any amendments to that policy, (5) non-tenure track professor of practice appointments at schools other than the School of Medicine which comply with the requirements of Part C of this Section III, and (6) non-tenure track appointments to teaching professorships on the Danforth Campus, in accordance with the Danforth Campus Policy on Full-Time Teaching Track Appointments and any amendments to that policy.

Appointments are initiated by the person having immediate administrative responsibility, after appropriate consultation with the faculty involved. The department chair or other administrator having direct concern is charged with the responsibility of ascertaining faculty judgment about the appointment, searching for the person best qualified for the position, and making supporting recommendations to the faculty member's school dean and the appropriate administrative officer of another school which may be concerned academically with the appointment. The method of search and appointment shall be such that candidates are not excluded on any basis other than professional considerations, as described in Section V.A. The dean presents the candidate to the chancellor (or the provost or other official, as designated by the chancellor) with recommendations and appropriate concurrences. The chancellor (or the provost or other official, as designated

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<sup>1</sup> A contract term during the probationary period may run for a time period which is less than the probationary period. The initial contract, for example, may be for one year while the probationary period is for seven years. Termination taking effect before the end of a contract term must comply with Section VI.B.3. Terminations at the end of a contract term but before the end of the probationary period must comply with the notice provisions of Section IV.B.4 and the procedural provisions of Section VI.B.1.

by the chancellor) makes the appointment when the recommendations are approved.

***B. Research Professorships***

1. Appointments (except in the School of Medicine) which are neither probationary nor with tenure may carry the designations Research Assistant Professor, Research Associate Professor, or Research Professor (hereinafter all referred to as research professor) if the requirements of this section are met.

2. Appointment to research professor may not be made if the responsibility of the prospective holder of the rank is substantially the same as that carried by a faculty member who is tenured or on the tenure track in the school making the appointment. Any full-time faculty member who has both teaching and research responsibilities must, regardless of title, be either in probationary or tenured status. The prohibition of this subsection shall not prevent a research professor from giving instruction (other than the teaching of courses) to graduate or undergraduate students on subjects in the area of his/her expertise.

3. The following provisions of this policy (with the modifications noted) apply to faculty members appointed as research professor:

a. Sections I and VII.A grant academic freedom rights to all faculty members, including faculty members holding research professorships. The remedies and hearing procedures for academic freedom violations (provided in Sections VII and IX) may be pursued by those holding research professorship rank.

b. The minimum notice requirements of Section IV.B.4 shall apply as though the research professor were a faculty member in the probationary period.

c. The “criteria for decisions” and “review of status” provisions of Section V of this policy shall apply to the appointment and promotion of a research professor as though it were the appointment or promotion of a faculty member on probationary status (except that teaching shall not be included in the criteria for decision).

d. Except when the following paragraph is applicable, the termination of a faculty member holding the research professorship rank is governed by the rules of Section VI.B.1 of this policy (except that the school making the appointment shall communicate in writing to the prospective research professor that one holding such rank is ineligible for tenure).

e. After serving in the research professorship rank for a period which equals the maximum probationary period of the school making the appointment (or for a shorter period if agreed to in writing by the University and the research professor), a faculty member may be terminated only for the following reasons: (1) adequate cause (as defined in Section VI.B.3), (2) because of financial exigency of the program in which the faculty member works, or (3) because of the termination of such program by the school. (Note that for this purpose “program” may be interpreted narrowly by the school.) The financial

exigency provisions of Section VI.B.2 do not apply to terminations under this section, and the prospective holder of the research professorship shall be informed in writing prior to the appointment that job security is dependent on both the continuation of the funding and the continuation of the program which leads to the appointment (with the program defined as clearly as is feasible).

### ***C. Professor of Practice***

1. Appointments to the professor of practice track (including titles of Professor of Practice, Associate Professor of Practice and Assistant Professor of Practice) are non-tenured teaching positions ordinarily reserved for established and respected practitioners and teachers in their field or discipline. In addition to teaching, the duties and responsibilities of such faculty may include advising and administrative activities, but will not include an expectation of research activities. Appointment to the professor of practice track may not be made if the overall responsibility of the prospective holder of the rank is substantially the same as that carried by a faculty member who is tenured or on the tenure track in the school making the appointment.

2. Prior to implementing the professor of practice track, each school, in consultation with its faculty, shall adopt written policies addressing issues such as duties and responsibilities, length of appointments, voting rights, criteria and procedures for appointment, renewal, review and promotion, and other relevant matters. Such policies should be submitted to the Provost to be placed in a central repository.

3. The following provisions of this policy (with the modifications noted) apply to faculty members appointed to the professor of practice track:

a. Sections I and VII.A grant academic freedom rights to all faculty members, including faculty members holding professor of practice appointments. The remedies and hearing procedures for academic freedom violations (provided in Sections VII and IX) may be pursued by those holding professor of practice appointments.

b. The minimum notice requirements of Section IV.B.4 shall apply.

c. The “criteria for decisions” and “review of status” provisions of Section V of this policy shall apply to the appointment and promotion of a professor of practice (except as the criteria are modified by Section III.C.1 of this policy and as amplified by the policies of each school).

d. The termination of a faculty member holding a professor of practice appointment is governed by the rules of Section VI.B.1 of this policy, except that each school’s policy may include reasonable additional criteria for determining whether to renew or terminate the appointment.

#### ***D. Terms of Appointment***

A faculty member's relationship to the University with respect to salary, rank, tenure,<sup>2</sup> full-time or part-time, nine months' or twelve months' service, and any other pertinent terms of the appointment shall be stated clearly in writing, and a written copy of the terms shall be in the possession of both the faculty member and the University before the appointment is consummated. A letter offering appointment may be written by the dean, or, in those schools which are departmentalized, by the department chair with the endorsement of the dean. The chancellor (or the provost or other official, as designated by the chancellor) shall send the formal letter of appointment upon recommendation of the dean. Any subsequent extensions or modifications of an appointment, any special understanding, or any notices either party is required to provide, shall be stated or confirmed in writing with copies to the faculty member and the University.

#### ***E. Promotions***

Promotions are initiated by the person having immediate administrative responsibility. They shall be made by the chancellor (or the provost or other official, as designated by the chancellor) upon his/her approval of the recommendation of the dean or director of the school or college concerned. The mechanism for the formulation of recommendations for promotions may vary with the school or college, but should be explicitly formulated by each.

There is no fixed period of service, minimum or maximum, within each rank prior to promotion.

### **IV. Tenure**

#### ***A. The Meaning of Tenure***

The holding of tenure is an assurance of continued service (see exceptions noted under Section VI.B.2 of this Policy) and is recognized and granted formally by the Board of Trustees of Washington University upon the recommendation of the chancellor.

Tenure is a means to certain ends, specifically: (1) freedom of teaching and research, and of extramural activities, (2) careful selection of permanent members of the faculty, and (3) a degree of economic security sufficient to make the profession attractive to men and women of ability. Moreover, these ends are necessary to the success of the University in fulfilling its obligations to students and society.

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<sup>2</sup> If the initial appointment is to carry with it the grant of tenure, the normal tenure-granting process shall precede the appointment.

## ***B. Gaining Tenure***

1. Tenure can be gained only by full-time faculty members on the tenure track with the academic rank of Instructor, Assistant Professor, Associate Professor, or Professor.<sup>3</sup>
2. Each individual school or college may specify a probationary period not to exceed ten years; if a school or college does not specify a probationary period, the period shall be seven years. Prior tenure-track (or equivalent) academic service at another institution of higher education ordinarily will be credited toward the probationary period at Washington University. It may be mutually agreed in writing between the incoming faculty member and the University, however, that some or all of the prior academic service not be counted toward the probationary period at Washington University, even though the total probationary period in the academic profession is thereby extended beyond the normal probationary period of the University's school or college.

The probationary period shall commence upon the initial full-time appointment to an academic rank specified in IV.B.1 except that in the School of Medicine, the probationary period shall (1) begin upon appointment to a rank not lower than assistant professor and (2) not apply to faculty members on the clinician or research tracks.

Except as provided in Section II.A and the next paragraph of this Policy, time spent on leave of absence shall count as probationary period service, unless the individual and University agree to the contrary at the time leave is granted.

The faculty member on appointment for a probationary period may find that child-rearing responsibilities, health or family-related problems, or other personal circumstances prevent him/her from devoting full time to responsibilities as a member of the faculty. When this occurs, the faculty member shall have the opportunity to apply to the appropriate administrative officers for a part-time leave of absence. The agreement for part-time leave of absence shall be in writing and shall cover the period of the part-time leave, the conditions with respect to returning to full-time service, salary, the faculty member's responsibilities while on part-time leave, and other relevant factors. The faculty member and the appropriate administrative officers shall receive a copy of the agreement. Any time which the faculty member spends on part-time leave of absence

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<sup>3</sup> The fact that additional words of title may be used does not impair the academic rank of the faculty member, except as follows: (1) Research Professorships as defined in Section III.B are governed by the provisions of that section. (2) At the School of Medicine, a Research Track appointment signifies a limited responsibility and less than full academic role, and carries with it an annual appointment status. An individual on the Research Track may be placed on the academic tenure track if full academic responsibilities are assumed. (3) The designation "Clinical" within an academic appointment in the School of Medicine indicates that the appointment is part-time. Note that the titles Instructor, Assistant Professor, Associate Professor, and Professor are used in the School of Medicine for faculty members on the Clinician Track who have neither probationary appointments toward tenure nor appointments with tenure, but rather appointments pursuant to renewable contracts. (4) At schools other than the School of Medicine, the titles Assistant Professor, Associate Professor, and Professor may be followed by "of Practice" for faculty members who have neither probationary appointments toward tenure nor appointments with tenure, but rather appointments pursuant to renewable contracts.

shall not count toward the probationary period.

In addition to such part-time leave, each school may establish other policies designed to ameliorate conflicts between professional responsibilities and family responsibilities or other exceptional personal circumstances. Such policies may entail suspension of the tenure probationary period and/or partial reassignment of faculty duties without recourse to part time leave. Requests for such arrangements must be initiated by the faculty member. Agreements for such arrangements shall be in writing and shall cover the period of the arrangement, the conditions on which the arrangement is granted, the faculty member's salary and responsibilities during the arrangement, and other relevant factors. The faculty member and the appropriate administrative officers shall receive a copy of the agreement. Limits on the number and length of suspensions of the tenure probationary period pursuant to this paragraph shall be established by each School in its policy.

3. Individual schools may adopt additional tenure rules, not inconsistent with the requirements of Subsection 2. For example, a school might provide that appointment to the rank of associate professor cannot be continued for more than four years except under tenure. Any special tenure rules adopted by the faculty of a school shall be codified in writing and distributed to the faculty of that school and to the provost (or other designee of the chancellor).

4. Regardless of the stated term or other provisions of any appointments, written notice that an appointment for a probationary period is not to be renewed shall be given to the faculty member in advance of the expiration of his/her appointment, as follows: (1) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination; (2) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination; (3) at least twelve months before the expiration of an appointment after two or more years of service at the University. The University normally shall notify faculty members of the terms and conditions of their renewals by March 31, but in no case shall such information be given later than April 15.

The requirements for written notice of nonrenewal also shall apply to anyone with an academic appointment other than as instructor, assistant professor, associate professor, or professor, as well as to faculty on the School of Medicine's Research Track, except that different notice requirements may be agreed to in writing between such a faculty member and the University.

If the minimum notice date is not met for the last year of probationary service, the faculty member shall be given tenure.

If any other minimum notice date is not met, the faculty member shall have the option of remaining at the University for an additional academic year, or for the length of the period of his/her last appointment if that period is shorter than one academic year.

## **V. Criteria for Decisions and Review of Status**

### ***A. Criteria for Decisions***

Appointments, promotions, and the granting of tenure shall be based on professional criteria, such as teaching performance, research and creative ability, professional competence and leadership, University and departmental service, professional service to the community, and also institutional criteria, such as the budgetary, teaching, and research requirements of the University. The relative emphasis given to each of these in arriving at a decision may vary with the school or college, and with the person, rank, and position under consideration.

### ***B. Review of Status***

The status of each faculty member on appointment for a probationary period shall be reviewed annually in a conference with his/her immediate administrative officer. This review shall include an evaluation of the faculty member's performance to date, his/her salary and academic rank, and his/her prospects for future employment including tenure at the University. Each school shall have written procedures in regard to the nature and scope of this review, and these procedures shall be made known to the faculty member when he/she first is employed by the University.

## **VI. Nonrenewal and Termination of Appointments**

### ***A. Termination of Appointments by Faculty Members***

A faculty member may terminate his/her appointment effective at the end of an academic year, provided that he/she gives notice in writing at the earliest possible opportunity, but not later than May 15, or 30 days after receiving notification of the terms of his/her appointment for the coming year, whichever occurs later. The faculty member may request a waiver of this requirement of notice in case of hardship or in a situation in which he/she would otherwise be denied substantial professional advancement or other opportunity.

### ***B. Nonrenewal and Termination of Appointments by the University***

#### **1. Faculty Members in the Probationary Period**

a. The faculty member on a probationary appointment shall be advised, in writing by his/her chair or dean, prior to his/her appointment, of the substantive and procedural standards generally employed in decisions affecting renewal of appointments and granting of tenure. Any special standards adopted by the faculty member's department or school shall be communicated to him/her in writing.

b. The faculty member shall be advised of the time when decisions affecting renewal and tenure are ordinarily made, and he/she shall be given the opportunity to submit material which the faculty member believes is helpful to an adequate consideration of his/her circumstances.

c. In the event of a decision not to renew the faculty member's appointment, the faculty

member shall be informed of the decision in writing, and, if he/she so requests, he/she shall be advised in writing of the reasons which contributed to that decision. The faculty member shall also have the opportunity to request a reconsideration by the decision-making body.

d. Termination for cause of a faculty member prior to the expiration of a specified contract term during the probationary period shall be in accordance with Section VI.B.3.

e. Each school of the University shall have a standing faculty committee to review the claim of a faculty member on probationary appointment that he/she has received inadequate or unfair consideration in terms of the relevant standards of the school and to report its findings to the faculty member, dean (or equivalent administrative officer) and the provost (or other designee of the chancellor). The review committee shall not substitute its judgment on the merits for that of the appropriate decision-making body.

f. If the faculty member on probationary appointment claims that the decision not to renew or to terminate his/her appointment was made for reasons which violate his/her academic freedom, the faculty member shall proceed as indicated in Section VII.C of this Policy.

## **2. Faculty Members with Tenure**

At Washington University, tenure, once gained, is maintained continuously and can be lost only by reason of one of the following conditions:

a. If a faculty member secures tenure while working in a full-time academic capacity in the University and subsequently voluntarily changes to part-time employment, tenure shall be terminated except in a case of illness or part-time leave of absence. To ensure an understanding of this result by the faculty member, a written and signed statement that he/she understands the change to part-time employment shall entail the loss of tenure must be received by the University. (This paragraph does not affect the tenure of any faculty member who may be appointed as an administrative officer. It also does not apply to those cases in which individuals are on leave of absence or are assigned temporarily for part-time or full-time work in other organizations, such as hospitals or organized research activities, on research projects, or similar assignments that are made in the University's interest.)

b. Tenure ceases to exist upon retirement or resignation of the faculty member from the University.

c. The reduction or discontinuance of academic programs because of financial exigency may result in terminating the appointment of faculty members with tenure, but this shall occur only after every effort has been made to find for such faculty members other acceptable positions in the University. Termination or reduction of an academic program or the threat thereof shall not be used to restrain faculty members in the exercise of academic freedom or their rights.

If a decision is made not to, for reasons of financial exigency, continue the appointment

of a faculty member with tenure, no one shall be hired to fulfill substantially the same duties within a period of four years, unless the released faculty member has been offered reappointment to his/her former rank with tenure and afforded a reasonable time within which to accept or reject it. A faculty member whose appointment is not continued under these provisions shall receive compensation at least equal to his/her annual salary for at least one year from the date of the expiration of his/her terminal contract. During this period the University shall make every effort to provide to the faculty members involved those academic services which the University customarily provides to members of its faculty in similar disciplines. In determining the compensation to be given a tenured faculty member whose appointment is not continued, both the age and length of service at the University of the faculty member shall be considered.

The faculty must have an important role in decisions relating to the reduction of academic programs. The claim that termination of faculty members is necessary because of financial exigency must be demonstrably bona fide. The financial exigency may be University-wide or it may relate to a single, large program that is causing a substantial drain on the resources of the University or is threatening to do so. Financial exigency, whether University-wide or related to a single, large program, shall for a reasonable period of time preclude substantial expansion of academic programs elsewhere in the University, except in extraordinary circumstances (e.g., expansion financed by resources which could not have been used to retain the released faculty members).

As particular program reductions are considered, rights under academic tenure shall be protected. The service of a tenured professor shall not be terminated in favor of retaining in the same program someone without tenure. Particular reductions shall follow consultation with the concerned departments, or other units of academic concentration, on the short- and long-term viability of programs to be reduced. If such reductions are made, care should be taken to see that affirmative action obligations are followed.

The advice of the Senate Council shall be sought in the reaching of any decision which would lead to the termination of faculty members with tenure, and the Senate Council shall be given all relevant information and shall have the right to confer with the chancellor and to communicate its views to the Board of Trustees before such a decision becomes final.

If a decision is made under the provisions of this section not to continue the appointment of a tenured faculty member, the faculty member shall have the right to a hearing before the Academic Freedom and Tenure Hearing Committee<sup>4</sup> where the bona fides of the circumstances, the adequacy of the University's attempt to find an acceptable alternative position, and the adequacy of the proposed terminal compensation may be examined. Ultimate decision of all controverted issues rests with the Washington University Board of Trustees.

d. Termination for cause of a faculty member with tenure shall be in accordance with Section VI.B.3 below.

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<sup>4</sup> Hereinafter referred to as the Hearing Committee. See Section XI of this Policy.

### **3. Termination of Appointments for Cause**

a. Termination of an appointment with continuous tenure, a termination taking effect before the end of the term of a special appointment, or a termination taking effect before the end of a specified contract term during a probationary period may be effected by the University for adequate cause.

b. Adequate cause may be academic incompetence, neglect of duty, a serious violation of the faculty member's responsibilities as outlined in Section II of this Policy, or admission or conviction of a serious violation of the criminal code, but the University bears the burden of proving that the alleged reason is adequate cause for termination. Termination, or the threat of it, shall not be used to restrain faculty members in their exercise of academic freedom or their rights. In a case of "removal for cause" the procedures under Sections VIII and IX of this Policy must be followed.

## **VII. Alleged Violations of Academic Freedom**

### ***A. Academic Freedom***

All members of the faculty, whether tenured or not, are entitled to academic freedom, including the due process right of basically fair procedures.

### ***B. Administrative Personnel***

This Policy applies to administrative personnel who hold academic rank in relation to their capacity as faculty members.

### ***C. Alleged Violations***

If a faculty member on appointment for a probationary period or other nontenured appointment alleges that considerations which violated his/her academic freedom significantly contributed to a decision not to reappoint him/her, or if any faculty member alleges that considerations which violated his/her academic freedom significantly contributed to adverse decisions concerning such matters as salary, promotion, assignment of teaching duties, assignment of space or other facilities, termination of appointment, or penalties brought to bear against him/her for claimed improper conduct, the faculty member may petition the Advisory Committee on Tenure and Academic Freedom<sup>5</sup> for redress. The petition shall set forth in detail the facts which form the basis of the grievance, against whom the grievance is directed, and on what grounds the grievance is alleged to be a violation of academic freedom. The Advisory Committee shall decide whether the facts alleged in the petition merit a detailed investigation.

If the action complained of is a decision not to reappoint a faculty member on appointment for a probationary period, the allegation he/she presents to the Advisory Committee shall constitute the faculty member's agreement to the presentation, for the consideration of the Advisory Committee and later, if necessary, the Hearing Committee, of such reasons and evidence as the University may allege in support of its decision.

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<sup>5</sup> Hereinafter referred to as the Advisory Committee. See Section X of this Policy.

The Advisory Committee shall attempt to settle the matter by informal methods, after making sure that the faculty member has exhausted all available remedies within his/her department, school, and central administration.

If in the opinion of the Advisory Committee such a settlement is not possible or is not appropriate, the Advisory Committee shall report its findings and recommendations to the petitioner and to the appropriate administrative officer.

If the difficulty is unresolved at this stage, and if the Advisory Committee so recommends, the matter shall be heard by the Hearing Committee in the manner set forth in this section and in Section IX of this Policy. The faculty member making the complaint is responsible for stating the grounds upon which he/she bases his/her allegation, and the burden of proof shall rest upon the faculty member. The Chair of the Hearing Committee may require a further elaboration of the charges by the complainant and may decline to hold the hearing unless the complainant complies. The Hearing Committee shall decide whether the case presented by the complainant requires a response from the University; and if it does, it is incumbent upon the appropriate administrative officer, whether department chair, dean, or other, to come forward with evidence in support of the decision about which the complaint is raised. Upon completing its deliberations, the Hearing Committee shall communicate its findings to the faculty member, the appropriate administrative officers, and the chancellor.

In the case of a faculty member on appointment for a probationary period who alleges that considerations which violated his/her academic freedom have significantly contributed to the decision not to reappoint him/her, the process outlined above may be used by him/her whether or not the Advisory Committee recommends a formal hearing before the Hearing Committee.

## **VIII. Termination for Cause of a Faculty Member**

### ***A. Pre-hearing Considerations***

Termination for adequate cause of a faculty member with continuous tenure, or with a special appointment, or during a probationary period before the end of the specific contract term, shall be preceded by: (1) discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement; (2) informal inquiry by the Advisory Committee on Tenure and Academic Freedom, which may, failing to effect an adjustment, determine whether in its opinion termination proceedings shall be undertaken, without its opinion being binding upon the chancellor; (3) a statement of charges, framed with reasonable particularity by the chancellor or his/her delegate.

Service of notice of hearing with specific charges in writing shall be made at least 20 days prior to the hearing. The faculty member may waive a hearing or respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges against him/her or asserts that the charges do not support a finding

of adequate cause, the Hearing Committee shall evaluate all available evidence and rest its recommendation upon the evidence in the record.

***B. Hearing Procedures***

The faculty member who is charged shall have the right to be heard by the Academic Freedom and Tenure Hearing Committee under the procedures of Section IX before the termination can be effective. 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.

***C. Post-hearing Procedures***

1. If the Hearing Committee concludes that adequate cause for termination has not been established by the evidence, it shall so report to the chancellor. If the chancellor rejects the report, he/she shall state his/her reasons for doing so, in writing, to the Hearing Committee and to the faculty member, and provide an opportunity for response before transmitting the case to the Board of Trustees of Washington University. If the Hearing Committee concludes that adequate cause for termination has been established, but that an academic penalty less than termination would be more appropriate, it shall so recommend, with supporting reasons.

2. If termination or other penalty is recommended, the chancellor shall, on request of the faculty member, transmit to the Board of Trustees of Washington University the record of the case. The Board's review, which may be by appropriate Board committee, shall be based on the record of the committee hearing, and it may provide opportunity for argument, oral or written or both, by the principals at the hearing or by their representatives. Either the decision of the Hearing Committee shall be sustained, or the proceeding returned to the Hearing Committee with specific objections. The Hearing Committee shall then reconsider, taking into account the stated objections and receiving new evidence if necessary. If the Board returns the case to the Hearing Committee for reconsideration, the results of such reconsideration shall be studied by the Board before it makes a final decision.

3. Until the final decision upon termination of an appointment has been reached, the faculty member shall be suspended, or assigned to other duties in lieu of suspension, only if there is reason to believe that he/she may harm him/herself or others. Before suspending a faculty member, pending an ultimate determination of his/her status through the University's hearing machinery, the chancellor shall consult with the Advisory Committee. Suspension is appropriate only pending a hearing; a suspension which is intended to be final is a termination and shall be dealt with as such. Salary shall continue during the period of suspension.

4. If the appointment is terminated, the faculty member may receive salary beyond the effective date of the termination based on the recommendations of the Hearing Committee, subject to the approval of the chancellor. Such decisions shall take into account the length and quality of service of the faculty member and other relevant factors.

## **IX. Hearing Procedures**

A. A member of the Academic Freedom and Tenure Hearing Committee shall remove him/herself from the case, either at the request of a party or on his/her own initiative, if he/she deems him/herself disqualified for bias or interest. Each party shall have the right to challenge a maximum of two proposed Hearing Committee members without stated cause.<sup>6</sup> The Hearing Committee shall follow the procedures outlined in the following subsections, but it may adopt additional procedures not inconsistent with those of this Policy.

B. The Hearing Committee, in consultation with the chancellor and the faculty member, shall exercise its judgment as to whether the hearing should be public or private, but the faculty member may require the hearing to be private.

C. During the proceedings the faculty member shall be permitted to have academic advisors and a lawyer of his/her own choice. The University also may have advisors and be represented by a lawyer of its choice. This subsection and Subsection D may not be used, however, to circumvent Subsection B (immediately preceding).

D. At the request of either party or the Hearing Committee, representatives of the A.A.U.P. in a number acceptable to the Hearing Committee, shall be permitted to attend the proceedings as observers.

E. A transcript of the record of the hearing or hearings shall be made by a certified shorthand reporter (or the equivalent), and a transcribed copy shall be made available to the faculty member without cost to him/her, at his/her request.

F. The hearing committee shall grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

G. The faculty member shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the University shall, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control. The University shall attempt to secure the consent of persons who have submitted relevant confidential material to the use of such matter at the hearing; if the consent is refused, the University shall not be required to submit the material into evidence.

H. The faculty member and the University shall have the right to confront and cross-examine all witnesses. If the witness cannot appear or refuses to appear, but the Hearing Committee determines that the interests of justice require admission of his/her statement, the Hearing Committee shall identify the witness, disclose his/her statement, and if possible provide for written questions.

I. In the hearing of charges of incompetence, the testimony shall include that of qualified

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<sup>6</sup> For the replacement of Hearing Committee members with alternates, see Section XI.E.

faculty members from this or other institutions of higher education.

J. The Hearing Committee shall not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in resolving the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

K. The findings of fact and the decision shall be based solely on the evidence presented at the hearing.

L. 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 the faculty member, administrative officers, or members of the Advisory Committee or Hearing Committee, shall be avoided so far as possible until the proceedings have been completed, including consideration by the Board of Trustees of Washington University. The chancellor and the faculty member shall be notified of the decision in writing and shall be given a transcript of the record of the hearing.

## **X. The Advisory Committee on Tenure and Academic Freedom**

The Advisory Committee on Tenure and Academic Freedom shall consist of the five members-at-large of the Senate Council elected by the general faculty. The Advisory Committee shall carry out the tasks assigned to it under this Policy.

If a member of the Advisory Committee is unable to participate in a review of a particular matter for what ever reason, the Executive Committee of the Senate Council shall select an alternate on the basis of a drawing by lot from among the pool of former members-at-large of the Senate Council whose terms ended within the past five years and who continue to be full-time Washington University faculty members and are able and willing to serve.

## **XI. The Academic Freedom and Tenure Hearing Committee**

### ***A. Composition of the Committee***

1. The Academic Freedom and Tenure Hearing Committee shall consist of seven regular members and seven alternates, all of whom shall be regular members of the faculty with tenure. Department chairs and other administrative officers of the University may not serve on this committee. The members-at-large of the Senate Council may not serve on this committee, as they compose the Advisory Committee.

Not more than one member of any department or non-departmentalized school shall serve as a regular member or an alternate on the Hearing Committee at the same time.

2. The Hearing Committee may appoint its own counsel. The University shall bear the cost of the services of such counsel.

3. The Hearing Committee shall select its own chair from among its members.

***B. Nomination and Election of Members and Alternates***

1. Each spring the Faculty of Arts & Sciences shall elect one regular member and one alternate member to the Hearing Committee. During the spring of the first and second years of each three-year cycle, the faculty of the School of Medicine shall elect one regular member and one alternate member. During the spring of the first and third years of each three-year cycle, one regular and one alternate member shall be elected by the combined faculties of the Schools of Engineering and Applied Science, Architecture, Art, Business, Law, and Social Work.

2. The Faculty of Arts & Sciences and the School of Medicine shall determine their own nomination processes for Hearing Committee elections. The seven remaining Schools shall form a special committee to select nominees for the Hearing Committee.

a. Nominations shall be drawn from among the tenured faculty in each category. The willingness of a prospective nominee to serve if elected shall be determined before the nomination is made.

b. Nominees shall not be drawn from among the faculties of departments or non-departmentalized schools already represented by an on-going regular or alternate member of the Hearing Committee.

c. In each category a ballot consisting of at least four nominees arranged in alphabetical order shall be drawn up by the Nominating Committee and mailed to the faculty within that category. Ballots shall be marked by first choice, second choice, third choice, etc., and tabulated by the Hare system mechanism for electing two persons from a slate. The first person so elected will be designated the regular member. Voters shall be privileged to write in the names of members whose names do not appear on the ballot and include these names among their list of choices. Tabulations shall be performed within each category on the seventh day following the mailing of the ballots by two tellers appointed by the Nominating Committee. Questions regarding voting irregularities or the detailed procedures of the Hare system of tabulation shall be referred to the Chair of the Department of Political Science or his/her designate; the ensuing ruling shall be final.

d. In each election year, the names of those elected shall be forwarded to the Secretary of the Senate Council by May 1.

3. At the election following the adoption of this amendment, the election procedures described above will be modified as follows: seven alternate members will be elected (three from the Faculty of Arts & Sciences, two from the School of Medicine, and two from the combined remaining schools) along with the number of regular members dictated by the entry point into the first three-year cycle as determined by the Secretary of the Senate Council. Ballots will be constituted as above except that the number of nominees shall be at least double the number of members to be elected.

### ***C. Term of Office of the Committee Members***

1. The term of service for both regular and alternate Hearing Committee members shall be three years except that special one-, two-, or three-year terms for alternate members elected immediately after the adoption of this amendment shall be established by the Secretary of the Senate Council. No regular Hearing Committee member shall serve more than two consecutive three-year terms. The term of service shall commence on July 1 following election.

2. In accordance with the procedures described in Section XI.B, the terms of Hearing Committee members shall be staggered in a three-year cycle with three regular and alternate members elected in the first year of a cycle and two regular and alternate members elected in each of the following two years of the cycle.

### ***D. Duties of the Committee***

The Hearing Committee shall discharge the functions assigned to it under the provisions of this Policy, and it shall from time to time review this Statement of Policy and recommend appropriate changes in it.

### ***E. Duties of Alternates***

1. The alternates shall participate in substitution for regular Hearing Committee members only when (a) a regular Hearing Committee member is directly involved in the matter being considered; or (b) the Hearing Committee is considering a matter directly involving a departmental colleague of the regular Hearing Committee member; or (c) a regular Hearing Committee member disqualifies him/herself because of his/her possible bias or prejudice against one of the sides in a prospective hearing or is otherwise incapable of serving; or, finally, (d) a regular Hearing Committee member has been the subject of a peremptory challenge under the provisions of Section IX.A of this Policy.

2. Alternates shall be called to serve on the Hearing Committee on the basis of a drawing by lot made by the remaining regular Hearing Committee members. An alternate shall not participate in the prospective hearing if by reason of the provisions of Subsection 1, above, he/she could be disqualified if he/she were a regular member of the Hearing Committee.

### ***F. The Ad Hoc Hearing Committee***

If by reason of disqualification of regular Hearing Committee members and alternates under Subsection E, above, the number of regular Hearing Committee members and alternates remaining to hear the particular matter falls below five, the Hearing Committee shall be disqualified from hearing the matter. In this event, the Senate Council shall name a seven-member ad hoc hearing committee under the following framework: (1) the Senate Council shall start with the four remaining members of the Hearing Committee; (2) the three new members of the ad hoc hearing committee shall be selected on the basis of their objectivity, competence, and the regard in which they are held in the academic community; (3) the seven-member ad hoc hearing committee shall name its own chair and proceed as this Policy has provided for the regular Hearing Committee; (4) if by reason of challenges (or otherwise) a member or members of the ad hoc committee are

unable to sit on the case, the Senate Council shall fill the vacated spot or spots in the manner outlined in (2) of this paragraph.

## **XII. Faculty Self-discipline and Redress**

### ***A. Duties of Senate Council and Advisory Committee***

It shall be the responsibility of the Senate Council to receive and act upon complaints from within the University community that a member of the faculty may have violated the responsibilities set forth in Section II of this Policy.<sup>7</sup> If it appears that the alleged violation is serious enough to warrant some response, the Senate Council shall by majority vote request the Advisory Committee to investigate the matter. The Advisory Committee shall report its findings to the Senate Council, and the Senate Council shall by majority vote recommend the appropriate action. The faculty member involved in any such action shall have all of the guarantees provided by this Policy.

### ***B. Administrative Hearing Committee***

1. Each Administrative Committee shall, with the advice and approval of the Senate Council and the University Faculty Senate, adopt procedures under which, when necessary, formal hearings are to be conducted in cases involving alleged sexual harassment or discrimination by reason of sex, sexual orientation, color, race, handicap, religion, or national origin. Substantial revisions in such procedures shall also require the approval of the Senate Council and the University Faculty Senate.
2. Such procedures, revisions, and proposals for revisions shall be made known to all members of the University community.
3. Adverse decisions, claims of unfair or inadequate procedures, and alleged violations of academic freedom arising out of hearings before Administrative Committees may be appealed for redress by members of the faculty to the Advisory Committee on Academic Freedom and Tenure as provided for in Section XII.A of this Policy.
4. Sanctions against a member of the faculty may be recommended by an Administrative Hearing Committee (such as a Title IX Committee). However, before such sanctions are implemented, the faculty member may request that they be reviewed by the Advisory Committee, which shall report its findings to the Senate Council. In such cases, the findings of the Administrative Hearing Committee shall be used by the Advisory Committee and the Senate Council as the basis for their reviews. The Senate Council shall by majority vote reach a decision and recommend appropriate action. Appeals from such decisions by the Senate Council may be made by the faculty member to the Academic Freedom and Tenure Hearing Committee. Again, such appeals must be confined to the proposed sanctions. The faculty member involved in any such action shall have all of the guarantees provided by this Policy.

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<sup>7</sup> This responsibility is concurrent with that of the administration of the University and does not displace normal administrative responsibility for dealing with the failure of the faculty member to carry out his/her duties and responsibilities.

5. Notwithstanding other provisions of this Policy, complaints against faculty alleging violations of the University's Policy on Discrimination and Harassment (or successor policy) shall be handled exclusively as set forth in the Discrimination and Harassment Hearing Committee Procedures (or successor procedures). Requests by faculty for review of decisions by the appropriate dean pursuant to those Procedures shall be made to the Advisory Committee on Tenure and Academic Freedom. The Advisory Committee shall issue its recommendations to the Provost, who shall render a final, nonreviewable decision, except that a decision to initiate tenure revocation or termination for cause proceedings shall be accompanied by the procedures set out in Sections VIII and IX of this Policy. The timing, scope and other details of such review will be set out in the Procedures.

### **XIII. Effective Date and Retroactivity**

#### ***A. Effective Date***

The Board of Trustees of Washington University, on October 3, 1975, gave approval to adopt the Washington University Policy on Academic Freedom, Responsibility, and Tenure. The effective date, as determined by the Board of Trustees at the March 5, 1976 meeting, is August 30, 1976. This Policy supersedes the "Statement of Policy on Appointments, Promotions, and Tenure" of October 8, 1953, and all other statements of policy and practice that are not consistent with it.

#### ***B. Retroactivity***

1. There shall be certain exceptions to this Policy's effective date in regard to commitments, agreements, or understandings reached during the period when the "Statement of Policy on Appointments, Promotions, and Tenure" of October 8, 1953, was operative.

a. In determining the boundaries of the seven-year probationary period for a faculty member appointed prior to the effective date, the count shall begin, except in the School of Medicine, when the faculty member has completed the training usually expected for an academic position in his/her subject area.

b. An associate professor appointed from outside the University prior to the effective date may be on a nontenure, annual appointment basis as of the effective date. If the faculty member and his/her dean both agree, the faculty member shall be notified during his/her third year of service in accordance with Section IV.B.4 whether he/she is to be reappointed with tenure or released at the end of his/her fourth year of service. Otherwise, not later than the end of his/her second year of service, the faculty member shall be so notified.

c. A professor appointed from outside the University, whose appointment was arranged prior to the effective date, may understand that he/she is to receive tenure at the time his/her appointment becomes effective. Nothing in this Policy shall disturb that understanding.

2. The Advisory Committee shall be responsible for considering questions which arise in regard to the effective date of this policy and for making the appropriate recommendations.

3. The subsections of Section XIII.B shall be removed from this policy as they become inapplicable.