UNIVERSITY OF DETROIT MERCY

University of Detroit Mercy Academic Procedures
for Rank, Tenure, Promotion and Maintenance
in Employment for Full-Time Faculty
of the Law and Dental Schools

LAW SCHOOL
UNIVERSITY OF DETROIT MERCY

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UNIVERSITY OF DETROIT MERCY

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This Academic Procedure (1996 revision) supersedes AP dated 1980, AP No. 9 dated 1974, AP No. 9 dated November 15, 1970, AP No. 10 and AP No. 11, both dated January 2, 1964, and the University of Detroit Faculty Handbook, 1968, to the extent that this latter document relates to matters and policies affecting academic freedom and tenure, and academic rank and promotion. It applies only to the full-time faculty of the Schools of Law and Dentistry.

The official statement of the University's policies and procedures affecting academic freedom and tenure, and academic rank and promotion, this Academic Procedure was approved by the University's Board of Trustees on October 31, 1980.

On November 13, 1990, at its first meeting, a combined, newly elected Board of Trustees approved the Certificate of Merger and Restated Articles of Incorporation, newly-consolidated University of Detroit Mercy corporation, including the University mission, purposes for which the corporation was founded, property, assets, and educational programs. The Restated Articles were received by the State of Michigan, Michigan Department of Commerce on December 20, 1990.

Part I. Basic Policies and Procedures

A. As a Catholic University sponsored by the Religious Sisters of Mercy, and the Society of Jesus, "The University takes its mission from its educational traditions which emphasize concern for the dignity of the person and for the common good of the world community." (Mission, 1990). All members of the University are expected to respect the mission. It is not, however, to be construed as any kind of religious obligation or limitation of personal beliefs or academic freedom.

B. The University of Detroit Mercy does not discriminate on the basis of race, color, creed, gender, age or national origin, marital or parental status, handicap, or religion or other factors prohibited by law, in its placement, admissions, or employment practices.

At the University of Detroit Mercy there is an Equal Opportunity Officer in the Department of Human Resources who is ultimately responsible to the President of the University through the Vice President of Business and Finance. All alleged violations of the Non-discrimination Employment Policy are to be referred to this Officer for primary investigation and subsequent recommendations to the University for decision and
appropriate action.

C. It shall be the responsibility of the Deans of the applicable Colleges to implement the policies of the University set forth in this document, to supervise the selection of the faculty members of the College Committees on Rank and Tenure, and to call or cause to be called and chair or cause to be chaired meetings of the Committees.

D. The College Committees on Rank and Tenure shall operate as standing committees of the respective Colleges.

E. All of the policies, criteria, and procedures in this Academic Procedure shall be effective January 1, 1997.

F. The Vice President for Academic Affairs shall be responsible for the distribution of this Academic Procedure and any changes thereto to each of the Faculty in their respective Colleges affected thereby. Revisions to this Academic Procedure which are not in conflict with this Academic Procedure must be approved by the Academic Vice President, who shall report them to the Board at least 10 days prior to the next scheduled Board meeting.

G. Reference in this Academic Procedure to an individual College policy or policies or to a College Rank and Tenure Committee shall be deemed to refer to the respective committee or policy of the Law School with respect to its faculty and to the respective committee or policy of the Dental School with respect to its faculty.

Part II. Faculty Appointment

A. Meaning, Purpose and Effective Date of Tenure

Tenure is effective with the first day of the contract which specifies that the faculty member has been awarded tenure. There is no necessary connection between rank and tenure: Except as may be otherwise expressly provided in the Policies of individual Colleges, promotion in rank does not necessarily confer tenure, nor does the conferral of tenure necessarily require promotion. Tenure is not conferred on individuals holding the rank of instructor or assistant professor.

B. Agreements in Writing and Types of Appointments

1. The terms and conditions of every appointment to the faculty will be stated or confirmed in writing, and a copy of the appointment document will be supplied to the faculty member. Any subsequent extensions or modifications of an individual appointment, and any special understandings or any notices incumbent upon either
party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member.

2. With the exception of special appointments clearly limited to a brief association with the institution, and reappointments of retired faculty members on special conditions, all full time faculty appointments to the rank of Assistant Professor or higher are of two kinds: (1) probationary appointments; and (2) appointments with continuous tenure. No individual serving in the rank of Instructor shall have or attain tenure, nor shall time spent in the rank of Instructor be credited toward establishing eligibility to apply for tenure. The right of the University to terminate Instructors and other faculty whose service does not eventually make them eligible to apply for tenure, the amount of notice required, and the procedures, if any, shall be governed by individual College policies.

C. Non-renewal or Termination of Appointments

1. Termination by the Faculty Member

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 30 days after receiving notification of the terms of his/her appointment for the coming year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity.

2. Non-renewal or Termination of appointment by the University

a. Termination of Appointments of Faculty Members

A faculty member who does not accept in writing the terms of his/her appointment for the coming year within the time period specified in the notification of such terms shall have no right to reappointment unless the Academic Vice President, in his/her discretion, thereafter offers a new appointment to the faculty member, signed on behalf of the University which appointment is signed by the faculty member and returned within the time therein specified.

In accordance with the Policies of individual Colleges, a probationary faculty member may be terminated for failure to receive tenure or otherwise to satisfy the conditions of his/her probationary status as specified in such policies. Further, instructors and those faculty whose service does not eventually make them eligible to apply for tenure can be terminated in accordance with
individual college policies as indicated in Part II B. 2. hereof. In certain other circumstances the University may terminate the appointment of faculty members, but it may do so only for certain specified causes and only after specified procedures have been followed.

(1) The causes are as follows:

The faculty member is not performing the duties specified or implicit in his/her contract as a full-time faculty member, or the obligations specified from time to time in policies promulgated by the faculty of the individual College, its Dean, or the University.

A Law School faculty member has (a) knowingly violated statements of good practices promulgated by the Association of American Law Schools, or (b) has engaged in conduct in violation of the American Bar Associations Code of Professional Responsibility that demonstrates unfitness to serve as a full-time law faculty member, or

A Dental School faculty member has violated such standards of ethics as may be promulgated from time to time by the American Dental Association, or

(2) The appointments of faculty members may also be terminated for reasons outside the responsibility of the faculty member: (a) retirement because of age; (b) termination resulting from financial exigencies; (c) discontinuance of academic departments and/or programs; (d) curtailment of academic offerings; (e) continued significant decreases in relevant enrollments; or (f) termination for medical reasons. In all of these cases the dismissal procedures detailed below will not apply.

(a) For a financial exigency situation to become operative, the Board of Trustees must formally declare that such a situation exists. Such determination by the Board of Trustees shall be final and not subject to further challenge unless it be established that it was arbitrary and capricious. The Academic Vice President shall designate the number of faculty in each College to be terminated.

(b) The Academic Vice President may determine that a program, "regardless of financial exigency" should be curtailed or that there has been continued significant decreases in relevant enrollments. The Academic Vice President shall designate the number of faculty in each College to be terminated.

(c) In cases of financial exigency, program curtailment or enrollment
decrease, the Dean of the College shall recommend to the Academic Vice President individual faculty to be terminated. If the policies of an individual College give the College's Rank and Tenure Committee the opportunity, if it so desires, for the benefit of the College, to make a recommendation to the Academic Vice President as to the educational reasonableness of terminating individual faculty, the Academic Vice President will consider same provided he or she receives the recommendation within 60 days of the submission of the matter to the committee by the Dean. The failure of the committee to submit such a timely recommendation shall have no bearing on the rights of the faculty member whose termination is under consideration. The Academic Vice President shall make the final decision.

(d) In cases of financial exigency or program curtailment or enrollment decrease, each affected faculty member shall be notified of the termination at least twelve months in advance of the effective date thereof or be terminated immediately and paid twelve months salary in lieu of such notice. Such payments in lieu of notice can be made on a monthly basis. The released faculty member's place will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

(e) Termination of an appointment for medical reasons will be based upon clear and convincing medical evidence which shall, if the faculty member so requests, be reviewed by the College Committee on Rank and Tenure before a final decision is made by the Academic Vice President.

D. Dismissals

When the University terminates the appointment of a faculty member for any of the causes cited in Part II, C, 2, a, (1), above, such a termination shall be called a "dismissal." At the option of the Academic Vice President, or the faculty member concerned, upon written notice to the other, dismissal cases will be handled through the proceedings explained below, provided, however, that in the absence of procedures established in an individual College, dismissal cases will be automatically handled through the proceedings explained below. If the College has established internal procedures for handling dismissal cases and neither the Academic Vice President nor the concerned faculty member exercise their option to utilize the procedures explained below, then the College procedures shall be deemed controlling.
1. **Procedures in Dismissal Cases**

   a. Grounds for dismissal are always of an extremely serious nature. The burden of proof shall be on the University. Any member of the University may bring charges for "dismissal," but in doing so he/she should exercise the utmost prudence and due regard for the personal and professional integrity of the faculty member against whom he/she is bringing the charges. Such charges must be submitted in writing directly to the Vice President for Academic Affairs. The person bringing charges must ultimately be prepared to make the charges in the presence of the accused.

   b. The Vice President for Academic Affairs shall decide on the course to be followed. If he/she decides that there is insufficient reason to warrant dismissal, he/she shall inform the person who brought the charges of his/her decision. Nothing need be said to the accused faculty member unless the nature of the situation is such that a clarification of warning might serve a useful purpose.

   c. If, after discussing the matter with the President, the Vice President for Academic Affairs decides to pursue the dismissal, he/she shall confer with the accused faculty member and appraise him/her of the charges and the tentative decision to investigate them further, and he/she will attempt to work out a solution.

   The Vice President for Academic Affairs is authorized to suspend the faculty member from normal duties pending resolution of the charges if in the judgment of the Vice President for Academic Affairs this action would best serve the interests of the University. Salary shall continue during this suspension.

   d. The faculty member may have counsel present during this conference.

   e. If the faculty member volunteers to resign, this shall obviate further action. If he/she decides to dispute the charges and contest dismissal, the Vice President for Academic Affairs shall inform him/her in writing of the steps which will be followed, beginning with a meeting of an Arbitration Committee within thirty days for the purpose of a hearing. The faculty member shall be told that he/she may attend and speak on his/her own behalf at this and at subsequent formal meetings and that he/she may retain counsel for all meetings. The Vice President for Academic Affairs may also have counsel present for all meetings.
f. The Arbitration Committee will consist of one member named by the faculty member, one member appointed by the President and a chairman selected by the committee appointees of the faculty member and the President. The President and the faculty member will notify the Academic Vice President of their selections within seven days of request therefor by him. The Academic Vice President will notify the appointees so selected that they have seven days to notify him of their choice for a Committee Chairman. Should the President or the faculty member fail to timely select a member to serve or should the appointees fail to select a Chairman or should an individual so selected refuse to serve, the faculty member's College Rank and Tenure Committee shall make the respective appointment.

All of the members of the Committee shall be full-time members of the University faculty or administration.

Anyone who is likely to give testimony shall not serve on the Arbitration Committee.

g. At its meeting, the Arbitration Committee shall review the initial written report and shall hear from the Vice President for Academic Affairs, the accused faculty member and his/her counsel, if they elect to attend, and all witnesses. The Vice President of Academic Affairs may have counsel present if he/she so elects. When those testifying have completed their presentations and answered questions put by the Arbitration Committee, all will be excused. After due review and deliberation, the Arbitration Committee shall direct the Vice President for Academic Affairs to dismiss the faculty member or to drop the charges. A simple majority of the three members shall decide whether to uphold the dismissal recommendation. The chairman of the Committee shall communicate the decision in writing to the Vice President for Academic Affairs and to the accused faculty member. Except as otherwise provided herein, the Arbitration Committee shall conduct the hearing in accordance with the then current Labor Arbitration Rules of the American Arbitration Association unless a majority of the Committee waives or modifies one or more of such rules on the grounds that the operation thereof would be unduly burdensome for either the faculty member or the University.
Part III. Academic Ranks and Criteria and Procedures for Promotion

A. Basic Policies

1. Promotion in the academic ranks at the University of Detroit Mercy is to be considered a recognition of high-quality academic and professional achievement and is not necessarily a consequence of the length of a faculty member's period of employment by and service to the University.

2. Criteria and procedures for promotion apply in the case of every faculty member subsequent to his/her initial academic appointment at the University. The criteria set forth in this Part III are subject to the properly approved individual policies of the respective colleges and in case of conflict, deemed controlled thereby.

3. Positions such as Dean, Associate Dean, Assistant Dean, and Director are usually administrative in character and are not to be considered as academic ranks, but persons in such positions may, on an individual basis, be given dual appointments -- administrative and faculty (see Part IV).

4. The position of department chairman is also not an academic rank and persons holding such a position are to be considered for academic promotion in terms of the criteria and procedures herein prescribed.

B. Academic Ranks

1. Academic ranks are of two classes: part-time and full-time. This Academic Procedure only covers full-time.

2. Full-time Faculty Member

A person shall be considered a full-time faculty member if he/she has received a full-time appointment to the rank of Instructor, Assistant Professor, Associate Professor, Professor, or has been appointed the Director of a program when the Academic Vice President has determined that the Director's duties are predominantly educational rather than administrative in character. The actual academic assignment of a full-time faculty member shall be determined by the individual department and the Dean of the college. Service in the full-time ranks is essential for the acquisition of tenure, for promotion to the ranks described below, and for eligibility for the full complement of fringe benefits accorded to faculty.
a. An Instructor is a full-time member of the faculty to whom is assigned independent teaching or the conduct of laboratory work under the direction and supervision of a faculty member of higher rank. To be eligible for appointment as an Instructor, a person should possess the necessary academic qualifications, have ability for teaching, and exhibit ambition to advance himself/herself along scholarly lines. Except in certain professional fields, an Instructor should possess at least a master's degree or its equivalent. Tenure may not be conferred at the rank of instructor.

b. An Assistant Professor is a full-time member of the faculty to whom is assigned independent teaching and/or research. To be eligible for appointment as an Assistant Professor, a person should possess the appropriate qualifications required by individual college policies or in the absence thereof, by the Dean. In unusual circumstances a "candidate" for the terminal degree (i.e., ABD) may be appointed at this level. Tenure may not be conferred at the rank of Assistant Professor.

c. An Associate Professor is a full-time member of the faculty to whom is assigned independent teaching and/or research. To be eligible for appointment as an Associate Professor, a person should possess the appropriate professional qualifications required by individual college policies or in the absence thereof, by the Dean, substantial experience in professional practice or undergraduate and/or graduate teaching, and demonstrated research or professional accomplishments.

d. A Professor is a full-time member of a faculty to whom is assigned independent teaching and/or research. To be eligible for appointment as a Professor, a person should possess the appropriate professional qualifications required by individual college policies or in the absence thereof, by the Dean, distinguished experience in professional practice or undergraduate and/or graduate teaching, and a reputation for scholarship or professional achievement.

3. Professor Emeritus and Distinguished Professor

a. Distinguished Professor: The President of the University may confer the title of Distinguished Professor on a Professor who had distinguished himself/herself by particularly outstanding service to the University through his/her teaching, scholarship, and/or professional activity. Conferring of this title in no way alters the Professor's academic status with regard to tenure or fringe benefits. The title may be coupled with the specification of the Professor's academic area and/or with the name of the person in whose honor the Distinguished Professorship has been created.
b. **Professor Emeritus**: Professor Emeritus is a rank conferred upon a retired faculty member by the University Board of Trustees. To be eligible a faculty member must have (1) retired with the rank of Professor, (2) served approximately twenty years at the University of Detroit Mercy, (3) been an outstanding teacher, and (4) given distinguished service to the University community.

c. Normally recommendations will be made in January and will be submitted in this fashion: Departmental Chairman to Dean of College, to Academic Vice President, to President of the University, to Board of Trustees. The recommendation must be approved at each level before moving to the next level.

**Part IV. Dual Appointments**

Some faculty members assigned to certain administrative positions (for example, see above Part III, A, 3), may hold dual appointments. To clarify the status of such persons, the following policies shall apply.

A. When a faculty member is given a dual appointment, the terms and conditions of his/her service and salary shall be governed by his/her administrative letter of appointment. Individuals holding a dual appointment shall have a paragraph added to their administrative letter of appointment in substantially the following form, specifying whether they have tenure as a faculty member and what their salary would be were they to serve as a faculty member on a full-time basis:

"Should you cease to serve as an administrator for reasons other than those which would warrant dismissal under Part II C (2) (a) (1) of the University's Academic Procedure, you will be offered a faculty letter of appointment in the form then generally used for faculty in your College. Such offer shall be in accordance with the provisions of this Academic Procedure. At such time as you commence service as a full-time faculty member, your salary shall be at the rate of $________ per year. Your appointment as a faculty member will be (with, without) tenure."

Initially, the specified faculty salary shall be set at a level consistent with the compensation then being paid to other members of the College's faculty with comparable tenure status, rank and professional experience. Thereafter, the annual percentage increase in specified faculty salary, if any, shall not be less than the average percentage increase in salary generally offered to full-time faculty in the individual's College.
B. A new person coming from outside the University to take an administrative assignment may not be given a dual appointment without approval of his/her faculty appointment through the procedures ordinarily utilized for the appointment of faculty members in the College concerned.

C. A person holding a dual appointment shall have one of the regular ranks of full-time faculty members and may teach on a regular basis. Except as otherwise covered in individual College policy, a person holding a dual administrative appointment shall not be precluded from eligibility for acquisition of tenure or promotion in faculty rank in the normal time periods for full-time faculty appointments. However, a person holding a dual administrative appointment shall at his/her option have up to twice the maximum time periods to qualify and/or apply for tenure and/or promotion. The individual Colleges may establish special policies governing the requirements which must be met by dual appointees to qualify for and apply for tenure and such policies, upon approval in accordance with Part 1, F, hereof shall be deemed controlling.

D. Persons holding dual appointments shall continue to be carried on departmental and college personnel lists, shall receive all notices sent to other faculty members in the department, and shall whenever possible attend meetings and other functions of the department. Except as otherwise provided in individual College policies, they may vote for representatives on all committees making recommendation and/or decisions on matters affecting rank, tenure, or compensation, but they may not serve on committees nor vote in any elections where eligibility is restricted to full-time faculty members governed by only faculty appointments.

E. If, for any reason, a person holding a dual appointment shall terminate his/her administrative appointment then upon acceptance by the individual of a faculty letter of appointment, his/her faculty appointment shall immediately be in full force, subject to the following modifications:

1. If he/she does not yet have tenure, his/her probationary service shall be recomputed, and a new date for a tenure-or-terminal contract decision shall be communicated in writing to him/her by the Academic Vice President.

2. If he/she does have tenure, he/she shall expect to be reintegrated into his/her department as a fully functioning member. If his/her area of competency has been covered by a non-tenured faculty member, the latter can be reassigned or terminated as though there had been an enrollment decrease. If his/her area of competency has been covered by a tenured faculty member with the same specialties, the following shall obtain: The assignment of the former dual appointee to a normal teaching load shall not adversely affect the College's budget until such time as the Dean and the Academic Vice President agree that such person is fulfilling a normal full-time role in the College. The teaching assignments of such a person shall be determined by
the Dean of the College in accordance with policies consistent with the assignment of other faculty members in the College.

F. If a person holding a dual appointment should give up or lose his/her academic appointment, he/she may continue to serve exclusively as an administrator and be subject to the criteria and procedures for continued employment or termination which generally apply to administrative personnel.

Part V. Arbitration

A. Any controversy or claim arising out of or relating to the:

(a) non-reappointment, or

(b) termination, or

(c) dismissal through College procedures,

of a faculty member shall be settled by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Non-reappointment or termination of an Instructor, non-reappointment or termination of any other individual whose service fails to help qualify him/her to eventually apply for tenure shall not be arbitrable hereunder. Termination of an administrative appointment of an individual holding a dual appointment shall not be arbitrable hereunder.

B. All such claims must be filed with the Association within 60 days of receipt by the faculty member of notice of non-reappointment, termination or dismissal, regardless of the effective date thereof. Failure to timely file shall constitute waiver of the claim. The American Arbitration Association shall consolidate, where possible claims having common issues of law or of fact and shall devise such procedures as it may in its discretion deem to be fair in giving each affected claimant a voice in the selection of the arbitrator(s).

C. Except as otherwise provided in this Academic Procedure, any controversy or claim arising out of or related to the issue of whether a faculty member shall be dismissed for cause shall be submitted to the Arbitration Committee of the University in accordance with the procedures set forth in Part II, D, above and judgment upon the decision or award rendered by the Arbitration Committee may be entered in any Court having jurisdiction thereof.

D. Anything in this Academic Procedure or in any College policy to the contrary notwithstanding, in any arbitration provided under Part V, A, above the action taken by
the University shall be sustained unless the Arbitrator(s) finds upon competent proof that the University acted arbitrarily and capriciously. Further, no termination, dismissal or non-reappointment shall be reversed by the Arbitrator(s) for failure of the University to follow the procedures set forth herein unless the faculty member concerned demonstrates that his/her rights were substantially prejudiced.

E. The University and the faculty member will bear their own arbitration expenses individually and share the arbitrator's expenses equally. No salaried employee of the University serving as an Arbitrator or as part of an Arbitration Committee shall be entitled to extra compensation for such service.

F. No Arbitrator or Arbitration Committee will have authority to (i) add to, subtract from or in any way modify this Academic Procedure and the applicable College Policies related thereto, (ii) substitute his/her or their discretion or judgment for the Employer's discretion or judgment with respect to any matter this agreement consigns to the Employer's discretion or judgment, (iii) formulate or add any new policy or rule, (iv) establish any new rank or classification, (v) pass upon the appropriateness of any new promotion in rank or denial of such promotion, and (vi) confer tenure on any employee.

G. In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the controversy is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and if he determines that he has no jurisdiction, he shall make no decision or recommendation concerning the merits of the controversy. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the controversy in a single hearing.

Updated
December 1996
Appendix A
University of Detroit Mercy School of Law
INTERNAL POLICY ON TENURE, PROMOTION, AND MAINTENANCE IN EMPLOYMENT
FOR FULL TIME FACULTY

I. TENURE

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B. Appointments with Tenure

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Appendix A

University of Detroit Mercy
School of Law

Internal Policy on Tenure, Promotion, and Maintenance
in Employment for Full Time Faculty

I. Tenure

A. Probationary Periods

Apart from "exceptional cases," every full-time faculty member must serve a probationary period before acquiring tenure at the Law School.

Appointments of faculty members who are neither tenured nor serving a probationary period are on a year-to-year basis, except for Applied Legal Theory and Analysis faculty who may be appointed to multi-year renewable contracts. The renewal of such appointments is in the discretion of the Academic Vice President, on the advice of the Dean of the Law School. All probationary periods shall commence with the fall semester concurrent with or next preceding the faculty member's appointment. The length of the probationary period of each new faculty member shall be given in writing to him/her before the appointment is made. A copy of this policy shall also be given to each new faculty member.

The maximum probationary period for any faculty member, and the normal probationary period for faculty members hired as assistant professors is seven years. The normal period for those hired as associate professors is four years. On the advice of the Dean of the Law School, the Academic Vice President may reduce the normal periods in cases of new faculty members possessing appropriate professional qualifications, and may lengthen the normal period for associate professors. The probationary period for those hired as full professors will be decided in each case by the Academic Vice President, on the advice of the Dean.

A faculty member who has not been granted tenure prior to the last academic year of his/her probationary period shall be given a one-year terminal contract.

Unless otherwise agreed in writing, the probationary period of a faculty member will automatically be extended by one year for any academic year in which he/she performs

1Amended March 12, 2003
teaching functions one-half time or less at the Law School.

B. Appointments with Tenure

In exceptional cases, a person may be appointed to the faculty with tenure, or appointed as a visiting professor with tenure to take effect immediately upon the conclusion of his/her visit. Normally such a person would be a present or former tenured member of the faculty at another law school who has established himself/herself firmly as satisfying the criteria for tenure set forth in this policy. Appointments with tenure will be made only on the affirmative recommendation of the Law School's Rank and Tenure Committee, which shall gather as much of the type of information it would gather in making tenure recommendation for a present faculty member as is available. (The Rank and Tenure Committee shall consist of all tenured members of the faculty. The Dean of the Law School, or by delegation the Academic Associate Dean, will serve as the non-voting chairperson of the Committee.)

C. Eligibility to Apply for Tenure

A faculty member is eligible to apply for tenure in the fall semester of the academic year prior to the last academic year of his/her probationary period or in any earlier fall semester following or concurrent with his/her completion of semesters of full-time teaching at least four at the Law School at the rank of assistant professor or above equal to one-half of the term of his/her original probationary period. For this purpose, spring semester appointees will be treated as having begun full-time teaching in the fall semester next preceding the time of appointment. Two semesters of full-time service to the Law School, at least half of each consisting of teaching functions, will count as one semester of full-time teaching.

In the fall semester of each academic year, prior to October 1, the Dean shall notify those members of the faculty who are eligible to apply for tenure.

D. Criteria for Tenure

1. Evidence of Teaching Ability

   a. Importance of criterion

      Education of students is the primary mission of the Law School. Consequently, it is essential that tenured members of the faculty be committed to teaching and be able to explain the law, to develop legal skills, and to inspire and challenge the minds of students. In reaching tenure decisions, teaching will be given more weight than any other criterion.
b. Factors evidencing teaching ability

Different people are outstanding teachers for different reasons, and, it is probably not possible to define teaching ability. However, the following major factors will be considered as evidence of teaching ability:

(1) conduct of classes in a manner that is calculated to induce intellectual stimulation among students, and behavior on the part of the teacher which treats class members as graduate/professional students and enhances mutual respect among students and faculty,

(2) knowledge of the field, including current actual and theoretical developments, obtained through continued research,

(3) ability to communicate knowledge to students,

(4) thorough class preparation and avoidance of habitual lateness and excessive cancellation of classes,

(5) materials and presentation appropriate to the subject matter and reflecting the current state of knowledge in the field,

(6) ability to relate the subject matter to other legal subjects and non-legal scholarly disciplines,

(7) reasonableness of class assignments, taking into account the interest of other teachers in having well-prepared students,

(8) willingness to discuss with students problems arising from the contents methods or examinations in the course,

(9) maintenance of regular announced office hours or general availability to students,

(10) ability to supervise student research projects in seminars, moot court, and other settings,

(11) preparation of examinations in courses that thoroughly test student mastery of the subjects of the courses,
(12) responsible and fair grading of examinations and papers,

(13) submission of grades by established deadlines, and

(14) development of new courses and well-conceived experimentation and innovation in teaching methods and materials.

An applicant will receive tenure only if there is reason to believe that his/her teaching will continue at a level of performance at least equivalent to that ordinarily attained by tenured members of the Law School faculty.

c. Assessment of teaching ability

Teaching ability will be assessed by the appraisals of both students and colleagues. As regards student appraisals, the Rank and Tenure Committee will consider the student course evaluations and the comments by students about teaching strengths and weaknesses that have been expressed in the evaluations, and any other evidence of student opinion it deems pertinent.

Appraisals by colleagues of teaching ability are of great importance. Colleagues have the experience to judge a candidate by comparison with a wide range of teachers; they are judging persons in a calling in which they are expert; and some members of the faculty are able to judge the depth of a particular teacher's knowledge with greater competence than students. The Rank and Tenure Committee, in consultation with the applicant, shall determine the course or courses to be observed by colleagues, the number of classroom sessions to be observed, the timing of such observations, and the number and identity of the faculty observers for each classroom session, subject, however, to the minimum requirements that at least three class sessions be observed, that each observation be made by at least two faculty members, and that at least two members of the Committee conduct observations. Each faculty observer shall submit a written report of his/her observation to the Committee, and provide a copy to the applicant.

2. Evidence of Research and Scholarship

a. Purpose of the criterion

Inquiry into scholarly attainment is a vital aspect of the more general inquiry underlying the tenure process: whether the applicant is a person of demonstrated intellectual and professional ability so that a long term commitment to his/her employment is warranted. Several purposes are served by the requirement that faculty members demonstrate evidence of
research and scholarship to qualify for tenure.

First, the quality of scholarship is a partial measure of the quality of the mind that produces it. Without evidence of an active, inquiring, insightful, and intellectually curious mind, there can be no reliable prediction that the applicant will continue to function in all respects as a challenging, up-to-date, stimulating and knowledgeable teacher. Second, evidence of scholarly ability and actual productivity are some indication that the applicant's capabilities and professional pride will cause him/her to continue to develop professionally. Third, a requirement of evidence of scholarship reflects the Law School's expectation that its faculty will work actively and creatively as scholars, in the broad sense, in the law, outside the classroom as well as in it.

b. Forms in which research and scholarship may be manifested.

Legal scholars can find many outlets to pursue their areas of research and scholarship; interests may range from the highly abstract to eminently practical contributions; and legal scholars may seek to accomplish a wide range of purposes in their scholarship. But however varied the purposes of scholarship and however diverse the forms in which scholarship is manifested, it must ultimately appear in a form in which it can be reviewed by other scholars, be the result of thoughtful labor, and be disseminated to, and warrant recognition by, a significant audience, having in mind the special characteristics and purpose of the work. Illustrations of appropriate forms of scholarship include the following:

(1) books, articles in law reviews, or articles in other scholarly journals in the fields of law, legal education or related areas,

(2) book reviews published in law or other scholarly journals in the fields of law, legal education or related areas,

(3) scholarly papers in the fields of law, legal education or related areas presented to meetings of learned or professional societies,

(4) substantial papers, reports or testimony presented to legislative, administrative, executive or judicial bodies in connection with proposed legislation or rule making,

(5) other substantial reports, briefs and memoranda, and research products in the fields of law, legal education or related areas, and

(6) substantial course materials beyond the supplementary materials
that would normally be required to adequately present recent
developments in the field in which the person is teaching.

c. Quality of scholarship

Not all written works that appear in the above forms meet the standards of
quality for legal scholarship. The scholarly piece, in whatever form or length,
should reflect those qualities of mind that justify the imposition of the
scholarship criterion. It should reflect the author's attempt to impose his/her
own views or sense of order on the existing material and to explain and
justify those personal positions. The scholarly piece should include a
carefully conceived doctrinal or theoretical construction that is offered as a
perspective on the existing material. Whether it be a new way of perceiving
established dogma or a proposal for new directions, the scope of scholarly
work should be sufficiently ambitious to justify the substantial commitment
of time that the applicant should have invested in the work. Scholarship, in
sum, is informed, reflective, deeply analytical and in some substantial part a
personal statement. By way of a contrasting example, a book that simply
collects the views of others, an article that merely reports the holdings of a
number of judicial opinions, or an analysis of a current legal issue that is
content to summarize the contentions already made by others is not sufficient
evidence of scholarship.

d. Quantity of scholarship

There is no bright line that delineates the quantity of work necessary to
constitute sufficient evidence of scholarship. There is no requirement that an
applicant produce a minimum number of pieces or printed pages. Ordinarily,
at least two pieces of substantial scholarship and at least one other piece that
reflects at least a significant scholarly effort, although of lesser scope, will be
required in order to meet the criterion of scholarship. In determining whether
the quantity of scholarship achieved by a candidate for tenure and promotion
is sufficient to satisfy the stated requirements of this Policy, the Rank and
Tenure Committee shall apply the standard that was in effect at the time the
candidate's probationary period began. Of course, one publication may be a
highly significant contribution to legal literature and would itself constitute
satisfaction of the criterion. At the same time, several publications of
mediocre quality or pedestrian scope would not be sufficient evidence of
scholarship.

Thus, the quantity of scholarship should be sufficient, in relation to the time

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2Amended April 11, 1990.
spent in law teaching, to demonstrate a devotion to intellectual inquiry and the promise of continued scholarly productivity throughout the person's professional life.

e. Assessment of scholarship

The Rank and Tenure Committee shall solicit written evaluations of an applicant's scholarship from those persons on the Law School faculty it deems qualified to evaluate the attainments of the applicant. It may also obtain written evaluations from persons outside of the Law School. To this end, the applicant may submit a list of outside persons whom he/she deems qualified. The Committee is not limited to only those outside evaluators suggested by the applicant; however, he/she shall be given an opportunity to indicate why any other proposed evaluator should be disqualified for reasons of personal or professional prejudice. The Committee shall provide the applicant with a copy of each evaluation.

3. Service to the Law School, the University, and the Community

An applicant is expected to have attended and participated in Law School faculty meetings, to have served productively on Law School committees, to have performed his/her share of faculty administrative work, and to have contributed when asked to University-wide activities. Initiative in the development of significant new academic and extracurricular programs in the Law School or the University will be viewed as particularly meritorious.

Activities outside the University should include the utilization of professional ability in service to the profession and the community, e.g. participation in legal education programs outside of the J.D. program, and participation in activities of bar organizations, or governmental or community organizations. What is important in measuring organizational activities in relation to tenure is the quality of service and the depth of involvement, and not mere membership in groups or merely peripheral involvement.

Notwithstanding the importance of these outside activities, it must be emphasized that full-time membership on a law faculty involves a commitment to teaching and scholarship as principal activities. It is expected that the task of meeting other tenure criteria, particularly for one not a veteran teacher or an experienced scholar, will ordinarily require the devotion of most of one's time to the Law School.

4. Special Factors Pertaining to the Library Director

The Library Director, who must perform the important educational function of
supervising the Law Library, is customarily a member of the faculty and tenurable.

In considering whether to recommend tenure, the Rank and Tenure Committee shall evaluate

a. evidence of contributions to the general body of knowledge in the fields of law, legal education, or law librarianship through research and scholarship in one or more of these disciplines; and active participation in national, regional, state, and local groups that promote learning in law librarianship;

b. intellectual capacity, educational skills, and creativity as manifested in the educational endeavors pertinent to performance of a law librarian's responsibilities, including designing and building the collection, providing services and resources for the Law School's legal research endeavors, providing instruction to students in legal research, training a professional and paraprofessional staff to provide such services, working with faculty and students to see that research support for courses is adequate and timely, assisting the faculty in keeping up to date in their fields, and such other library functions as may be pertinent to tenure criteria; and

c. the Library's Director's satisfaction of the criterion of service to the Law School, the University and the community.

Even when tenure has been conferred upon the Library Director, the contract between the person and the University shall contain a provision stating that such person cannot resign from the directorship and retain his/her faculty position unless the Rank and Tenure Committee at the time of such resignation recommends to the Academic Vice President, and the Vice President concurs, that such person continue as a member of the faculty.

5. Special Factors Pertaining to Clinical Faculty Members

It is the goal of the Law School that faculty members appointed primarily to teach in the Urban Law Clinic will also be qualified to teach substantive law courses and to engage in traditional forms of legal research and scholarship. It is further the goal of the School to provide substantial opportunities for clinical faculty members to do such work during their probationary periods. To the extent that these goals can be realized, clinical faculty can be evaluated for tenure according to more or less the same criteria applied to other faculty members.

If the applicant is then serving as a clinical faculty member, the Rank and Tenure
Committee shall meet with the applicant to discuss in detail his/her supervisory responsibilities and the manner in which these responsibilities are being fulfilled. The Committee, in consultation with the applicant, shall determine what observations shall be made of periodic file reviews, pre-trial conferences, trials, post-trial conferences or other supervisory functions. The Committee and the applicant shall also discuss the means of accomplishing such observations.

With respect to the criterion of research and scholarship, clinical faculty members who have not had substantial opportunities to engage in other forms of scholarly work may be evaluated solely on the basis of litigation materials. However, these materials must deal with significant legal issues, and reflect highly developed analytical skills, as distinguished from adversarial skills.

6. **Burden of Proof; Balancing of Criteria**

   a. To acquire tenure, the applicant must affirmatively demonstrate satisfaction of each of the criteria.

   b. It must be recognized that close judgmental questions may arise as to the satisfaction of particular criteria. In such instances, in keeping with the Law School's primary mission of education, an especially strong performance as a teacher may tip the scale favorably.

E. **Procedures for Tenure Decisions**

1. **Application Procedures**

   Prior to November 1, a faculty member who wishes to apply for tenure shall submit to the Dean, as chairperson of the Rank and Tenure Committee, the following items:

   a. A detailed curriculum vitae. This curriculum vitae shall outline all matters which the applicant believes pertinent to the consideration of his/her case, including but not limited to

      (1) educational background, including degrees, institutions attended, and honors awarded;

      (2) bar memberships;

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3Amended April 22, 1999
(3) employment experience;
(4) law school courses taught;
(5) publications and manuscripts accepted for publication;
(6) scholarly papers, reports, briefs, course materials and other research products;
(7) talks delivered;
(8) works in progress;
(9) service furnished to the Law School, the University of Detroit Mercy, the profession, and the community; and
(10) any other activities that the applicant believes relevant to the Committee's consideration.

Should there be any subsequent activities, or should the applicant determine that any matter has been omitted or not fully developed, he/she may draw this to the attention of the Committee at any time prior to final action. If the applicant was not awarded tenure on a previous application, he/she has the obligation of submitting to the Committee a new and updated curriculum vitae.

b. At least one copy of all written material, published and unpublished, that the applicant believes relevant to the consideration of his/her application by the Rank and Tenure Committee.

c. A memorandum of future goals and plans, providing as much specific information as possible as to educational and other projects and scholarly endeavors.

2. Committee Meetings with the Applicant

An applicant for tenure will meet with the Rank and Tenure Committee at least once during its initial consideration of his/her application. The applicant may request additional meetings, which requests shall be liberally granted by the Committee considering its press of business and the expected necessity or utility of the requested meeting. At these meetings, the applicant may discuss his/her teaching record, scholarship, service, plans for the immediate and longer-range future, and any other matters that the applicant deems appropriate to the
Committee's consideration. While the Committee will explore all matters that it considers appropriate to its consideration, it is the applicant's responsibility to develop with the Committee any matter that he/she deems appropriate and which the Committee has not itself raised.

3. **The Role of Probationary Faculty**

The Rank and Tenure Committee shall provide opportunities for probationary members of the faculty to communicate to the Committee any information or views concerning the applicant in writing or orally. Copies of written communications shall be provided to the applicant.

4. **Confidentiality**

All meetings of the Rank and Tenure Committee to consider an application for tenure shall be closed to persons other than those specifically invited by the Committee to attend, and shall be confidential. No communications concerning the meetings, discussions, or votes shall be made by any individual members of the Committee to the applicant or to any other person.

5. **The Committee's Recommendation**

Prior to February 1, the Committee shall submit its decision in writing to the Dean. The decision shall recommend tenure, the denial of tenure, or (where appropriate) a deferral of consideration. The Committee's recommendation shall be accompanied by a written statement of reasons supporting the recommendation. The applicant shall be given a copy of the decision and the statement of reasons.

6. **Rehearing**

Upon the written request of the applicant submitted to the Dean within seven calendar days after the applicant receives a copy of the Committee's decision and statement of reasons, the Committee shall meet with the applicant again within seven days after receipt of the written request. In response to this meeting, the Committee shall, within seven days of the meeting, submit to the Dean and the applicant a statement reaffirming, reversing, or modifying its earlier decision and statement of reasons.

7. **Acquiescence in the Decision**

If the decision of the Committee is not to recommend tenure, the applicant may
acquiesce in the decision and determine that consideration of the matter is to proceed no further.

8. The Dean's Recommendation

Prior to March 1, the Dean, in his/her capacity as Dean of the Law School, shall make a written recommendation to the Academic Vice President. In making his/her recommendation, the Dean shall consider the recommendation of the Committee. The applicant shall have an opportunity to appear before the Dean and present relevant evidence before the Dean reaches a decision. The Dean's recommendation shall be accompanied by a written statement of reasons supporting the recommendation. The applicant and the members of the Committee shall be given copies of the Dean's recommendation and statement of reasons.

9. The Academic Vice President's Decision

The Committee's recommendation and statement of reasons, the Dean's recommendation and statement of reasons, and a dossier of all documentary materials submitted by the applicant or received by the Committee or the Dean shall be submitted to the Academic Vice President for his/her final decision. If either the Dean's decision or the Committee's decision is not to recommend tenure, the applicant shall have an opportunity to present relevant evidence to the Academic Vice President before the Vice President reaches a decision. The applicant shall be notified of the Vice President's decision by April 1.

F. Mid-term Evaluation for Continuation of Probationary Status

Each probationary faculty member who has completed two years of full-time teaching at the Law School will be evaluated by the Committee in the following academic year for continuation of his/her probationary status. To be continued, the faculty member must affirmatively demonstrate that he/she is making reasonable progress toward satisfying the criteria for tenure. If the faculty member is applying for tenure or promotion, this evaluation will be carried on in conjunction with the consideration of his/her application. Otherwise, it will be initiated by a request from the Dean in the fall semester for a submission of information by the faculty member, comparable to that required of an applicant for tenure, and it will be carried on, except for deadline dates, in accordance with the procedures for tenure decisions. If the final decision is against continuation, the faculty member shall be given a one-year terminal contract.

II. Promotion

A. Eligibility to Apply for Promotion
An assistant professor is eligible to apply for promotion to the rank of associate professor in the fall semester following or concurrent with his/her completion of four semesters of full-time law teaching in the rank of assistant professor, at least two of which must be completed semesters at the Law School.

An associate professor is eligible to apply for promotion to the rank of full professor in the fall semester following or concurrent with his/her completion of four semesters of full-time law teaching in the rank of associate professor, provided that he/she must also have completed two semesters of full-time teaching at the Law School as a tenured faculty member.

For promotion purposes, two semesters of full-time service to the Law School, at least half of each consisting of teaching functions, will count as one semester of full-time teaching.

In the fall semester of each academic year, prior to October 1, the Dean shall notify those members of the faculty who are eligible to apply for promotion.

B. Criteria for Promotion

An assistant professor who receives tenure will also be promoted to the rank of associate professor. To be promoted to associate professor, other assistant professors must meet the service criterion for tenure, demonstrate a level of teaching ability that provides promise that the applicant will meet the teaching criterion for tenure, and have completed while at the Law School at least one significant scholarly work which need not be a work of substantial length or scope.

To be promoted to full professor, an associate professor must demonstrate through his/her professional activities subsequent to receiving tenure that he/she will maintain a tenurable level of performance as regards all of the criteria for tenure in his/her future career at the Law School.

C. Procedures for Promotion Decisions

The same procedures shall be followed for promotion decisions as for tenure decisions, except that no faculty member shall participate in deliberations on his/her own promotion, and except that in any academic year in which six or more full professors are available to participate in deliberations on promotions to the rank of full professor only such full professors shall participate.

III. Maintenance in Employment

A. Grounds for Non-Reappointment, Termination or Dismissal
A probationary faculty member who in accordance with mid-term review procedures fails to satisfy the University that he/she has met his/her burden of proof that he/she is making reasonable progress toward tenure, or who in accordance with tenure procedures has failed to satisfy the University that he/she has met his/her burden of proof as regards tenure criteria prior to the last academic year of his/her probationary period shall be terminated with a one-year terminal contract in accordance with the provisions of part I-A or part I-F hereof, as the case may be.

In other instances, except as otherwise provided in Academic Procedure or in this policy, all members of the faculty shall be maintained in employment unless there is a showing by the Law School and/or the University of good cause or that one of the following occurrences has taken place;

1. Non-reappointment because the Law School faculty has adopted a change in curriculum emphasis, and a probationary faculty member is either unwilling or unqualified to change teaching areas.

2. Non-reappointment because the faculty member will clearly not be able to meet the conditions required for tenure by the end of his/her probationary period.

3. Termination because the University's Board of Trustees has stated that a financial exigency exists which requires a reduction in the size of the faculty, or the Academic Vice President has determined that a continued significant decrease in the Law School's enrollment requires a reduction in the size of the faculty, and it is educationally reasonable to terminate the particular faculty member.

4. Dismissal because the faculty member is not performing the duties specified or implicit in his/her contract as a full-time faculty member, or the obligations specified from time to time in policies promulgated by the Law School faculty, the Dean of the Law School, or the University.

5. Dismissal because the faculty member has knowingly violated statements of good practice promulgated by the Association of American Law Schools, or has engaged in conduct in violation of the American Bar Association's Code of Professional Responsibility that demonstrates unfitness to serve as a full-time law faculty member.

B. Procedures for Maintenance in Employment Decisions

1. When the Dean or three members of the Rank and Tenure Committee at any time believe that there is a question as to the non-reappointment, termination or dismissal of a faculty member, the Dean shall request the Committee to make a decision. However, in dismissal cases, the Dean shall first notify both the
The Committee shall submit its decision in writing to the Dean. The decision shall recommend either maintenance in employment with or without the fulfillment of certain conditions, or non-reappointment, termination or dismissal as the case may be. The Committee recommendation shall be accompanied by a written statement of reasons supporting the recommendation. The faculty member shall be given a copy of the decision and statement of reasons. In cases of termination for financial exigency or enrollment decrease, this recommendation and statement of reasons shall be prepared within 30 days from the Committee's receipt of the request to make a decision.

3. Upon written request of the faculty member submitted to the Dean within seven calendar days after the faculty member receives a copy of the Committee's decision and statement of reasons, the Committee shall meet with the faculty member again. In response to this meeting, the Committee shall submit to the Dean and the faculty member a statement reaffirming, reversing or modifying its earlier decision and statement of reasons. In cases of termination for financial exigency or enrollment decrease, this reconsideration shall be completed within 15 days from the Committee's receipt of the faculty member's request.

4. The Dean, in his/her capacity as Dean of the School of Law, shall make a written recommendation to the Academic Vice President as to whether the faculty member should be maintained in employment. In making his/her recommendation, the Dean shall consider the recommendation of the Committee. The faculty member shall have an opportunity to appear before the Dean and present relevant evidence before the Dean reaches a decision. The Dean's recommendation shall be accompanied by a written statement of reasons supporting the recommendation. The faculty member and the members of the Committee shall be given a copy of the Dean's recommendation and statement of reasons.

5. The Committee's recommendation and statement of reasons, the Dean's recommendation and statement of reasons, and a dossier of all documentary materials submitted by the faculty member or received by the Committee shall be submitted to the Academic Vice President for his/her final decision. If either the Dean's recommendation or the Committee's recommendation is for non-reappointment, termination or dismissal, the faculty member shall have an
opportunity to present relevant evidence to the Academic Vice President before the Vice President reaches a decision.

C. Notice of Non-Reappointment, Termination or Dismissal

A faculty member who is dismissed will receive only such notice, if any, as the Academic Vice President may provide for in the particular case. Twelve months notice or twelve months salary in lieu thereof, shall be given to a faculty member who is terminated because of financial exigency or decrease in the Law School's enrollment, and the faculty member shall receive a letter from the Academic Vice President stating that the termination does not represent a negative judgment of the faculty member's qualifications. In cases of non-reappointment, notice shall be given as follows:

(1) not later than March 15 of the first academic year of service at the Law School;
(2) not later than December 15 of the second academic year of service; and (3) at least twelve months in advance after two or more years of service.

IV. Phasing-in of this Policy

This policy on Tenure, Promotion, and Maintenance of Employment shall go into effect immediately upon its approval by the Academic Vice President. However, the Rank and Tenure Committee may, with the approval of the Vice President, make such changes in eligibility periods, and decisional procedures and deadlines, as may be necessary to phase-in the policy in a manner that is workable, and fair to present members of the faculty. Unless otherwise agreed upon previously, the probationary periods for all non-tenured present members of the faculty will be regarded as seven years from the fall semester concurrent with or next preceding the time of appointment.

All non-tenured present members of the faculty who have completed two years of full-time teaching at the Law School are subject to a mid-term evaluation in the current academic year.

V. Policies Governing Professional Law Librarians

This statement establishes University of Detroit Mercy policies relating to professional librarians employed in the Law School (hereinafter referred to as "librarians"). These librarians shall be governed by those rules and policies concerning administrative-professional employees
A. Probationary Period

The maximum probationary period for a librarian shall be one year.

B. Continuing Contract

Prior to the conclusion of the probationary period, the librarian's performance will be evaluated by the Law Library Director. Satisfactory performance of professional librarian duties by the candidate during the probationary period will result in a recommendation by the Director for a continuing contract. An unsatisfactory performance will result in a recommendation of employment termination. In reaching a recommendation, the Director shall consult with the Associate Director and such other staff members as may have direct knowledge of the librarian's capabilities. The Director will submit this recommendation in writing to the Law School Dean, who will forward that recommendation to the Vice President for Academic Affairs, together with the Dean's own written recommendation. Copies of both recommendations will be given to the librarian. The Vice President shall either appoint the candidate to a continuing contract or send the candidate a notice of termination. The librarian shall be entitled to 60 days notice of termination. A librarian who has been appointed to a continuing contract will not be disciplined or discharged by the University without just cause.

C. Order of Layoffs

Should layoffs become necessary, the order shall be as follows:

1. Employees who have been notified that their employment will be terminated before completing their probationary period.

2. Other probationary employees in inverse order of their seniority.

3. Employees on continuing contract in inverse order of their seniority.

D. Notice of Layoffs

Librarians shall be entitled to the following minimum notice of layoff or pay in lieu of notice to the extent that any notice is less than the stated minimum:

1. During the probationary period: 60 days notice.
2. Librarians on a continuing contract with less than 5 years of employment: 90 days notice.

3. Librarians on a continuing contract with more than 5 years of employment: 180 days notice.

E. Current Librarians

Law School employees with more than one year of employment as librarians at this University and who are classified as librarians at the time this statement goes into effect shall be considered to be on a continuing contract.

F. Salary Increase

The salaries currently paid to librarians shall be added to the salaries paid to faculty members for purposes of establishing a joint faculty librarian percentage salary increase pool, to be allocated by the dean; and the formula for determining each librarian's annual salary increase, including any additional sum for promotion, shall be the same as that applying to each faculty member.

G. Promotions and Hirings

The following are the titles in use for librarians at the Law School. The qualification guidelines specified herein are intended to assist in evaluating the qualifications of employees being considered for promotion and for the evaluation of prospective employees. Such guidelines shall in no way prohibit the University from hiring or promoting any person who does not meet such guidelines, but who does possess other equivalent qualifications.

1. Librarian I

A Librarian I is a person employed at the entry level position for professional librarians. A person employed as a Librarian I should have a master's degree in library science or its equivalent and should have an ability and ambition to advance along professional lines.

2. Librarian II

A Librarian II is a person employed at the intermediate rank of professional library service who will be assigned more independent work and will normally achieve this rank after 2 years of service, or its equivalent. A person employed as a Librarian II
should have a master's degree in library science or its equivalent and should be able to apply professional knowledge and experience in day-to-day situations.

3. **Librarian III**

A Librarian III is a person employed at the advanced level of professional library service and will normally achieve this rank after 5 years of service, or its equivalent. A person employed as a Librarian III should have a masters degree in library science or its equivalent and should be capable of performing professional library service with a minimum of supervision.

4. **Librarian IV**

A Librarian IV is a person who has made substantial and distinctive contributions over a significant period of time to the Law Library, the profession, the Law School and the University. Promotion to Librarian IV is exceptional rather than usual.

H. **Promotion Procedures**

The process for determining promotions shall commence upon receipt by the Director of a written application for promotion from the librarian. From that point forward, this process shall be governed by those procedures applying to continuing contracts in Section 2.

1. **Workload**

The workload for librarians shall be 37-1/2 hours per week spread over not more than 5 work days. In the event a librarian is required to work more than 37-1/2 hours or more than 5 days in any such work week, the librarian shall be granted compensatory time off. Such compensatory time off shall be on the basis of one and one half hours off for each hour of overtime worked and shall be taken at a time mutually convenient to the University and the employee.