



# FACULTY HANDBOOK 2019

I hereby certify that this is the official Faculty Handbook of the University of Southern California, that it has been developed through a collegial process of consultation and review that has included the Academic Senate and the Provost's Council as specified by the policies of the Board of Trustees, that it is promulgated under authority delegated to the President of the University by the Trustees, and that it is based on the 2018 text as promulgated by President Nikias on May 17, 2018, as changed by the amendments approved by me through June 18, 2019.

A handwritten signature in blue ink, which appears to read "Wanda Austin".

Wanda Austin  
Interim President

June 18, 2019

Chapter 1. <b><u>INTRODUCTION</u></b> .....	2
Chapter 2. <b><u>GOVERNMENT OF THE UNIVERSITY</u></b>	
<b><u>2-A ADMINISTRATION</u></b> .....	3
2-A (1) <u>Board of Trustees</u> .....	3
2-A (2) <u>The President and Other Officers of the Corporation</u> .....	3
2-A (3) <u>Academic Organization</u> .....	4
<b><u>2-B FACULTY</u></b> .....	6
2-B (1) <u>The Faculty Assembly, Academic Senate</u> <u>and Faculty Councils</u> .....	6
2-B (2) <u>The Academic Senate</u> .....	7
2-B (3) <u>Faculty Councils</u> .....	8
2-B (4) <u>University and Senate Committees</u> .....	8
2-B (5) <u>The Faculty Handbook</u> .....	10
Chapter 3. <b><u>FACULTY: ACADEMIC PRACTICES AND</u></b> <b><u>POLICIES</u></b>	
<b><u>3-A FACULTY COMPOSITION</u></b> .....	4
<b><u>3-B FACULTY RIGHTS AND RESPONSIBILITIES</u></b> .....	4
3-B (1) <u>Academic and Professional Freedom</u> .....	4
3-B (2) <u>Academic and Professional Responsibilities</u> .....	5
3-B (3) <u>Additional Responsibilities</u> .....	8
3-B (4) <u>Contractual Conditions</u> .....	9
3-B (5) <u>Periods of Service</u> .....	9
<b><u>3-C RESPONSIBILITIES TO STUDENTS</u></b> .....	10
<b><u>3-D COMPENSATION</u></b> .....	11

3-D (1) <a href="#">Pay Schedule and Payroll Information</a> .....	11
3-D (2) <a href="#">Compensation: Components and Changes</a> .....	11
<b><u>3-E LEAVES OF ABSENCE</u></b> .....	<b>12</b>
3-E (1) <a href="#">General</a> .....	12
3-E (2) <a href="#">Sabbatical Leave</a> .....	13
3-E (3) <a href="#">Medical Leaves</a> .....	14
3-E (4) <a href="#">Military Leave</a> .....	16
3-E (5) <a href="#">Parental Leave (PAID)</a> .....	16
3-E (6) <a href="#">Jury Duty</a> .....	16
3-E (7) <a href="#">Vacation</a> .....	16
3-E (8) <a href="#">Personal Leave of Absence (UNPAID)</a> .....	16
3-E (9) <a href="#">Indefinite Leave</a> .....	16
3-E (10) <a href="#">Part-time Leave</a> .....	17
3-E (11) <a href="#">Bereavement Leave</a> .....	17
<b><u>3-F BENEFITS</u></b> .....	<b>17</b>
<b><u>3-G PERSONAL CONFLICTS OF INTEREST</u></b> .....	<b>17</b>
<b><u>3-H POLITICAL PARTICIPATION</u></b> .....	<b>19</b>
<b><u>3-I OUTSIDE ACTIVITIES OF FACULTY MEMBERS AND</u></b>	
<b><u>CONFLICTS</u></b> .....	<b>19</b>
3-I (1) <a href="#">Conflict of Interest</a> .....	19
3-I (2) <a href="#">Absences and Similar Conflicts of Commitments</a> .....	21
3-I (3) <a href="#">Outside Consulting</a> .....	21
3-I (4) <a href="#">Outside Educational Work</a> .....	23
3-I (5) <a href="#">Endorsements</a> .....	24
<b><u>3-J CANDIDACY FOR DEGREES</u></b> .....	<b>24</b>

## Chapter 4. FACULTY APPOINTMENT, PROMOTION, AND TENURE

<b><u>4-A AUTHORITY</u></b> .....	<b>4</b>
<b><u>4-B FACULTY DESIGNATIONS AND ORGANIZATION</u></b> .....	<b>4</b>
<u>4-B (1) Titles and Modifiers</u> .....	4
<u>4-B (2) Academic Titles Currently in Use</u> .....	4
<u>4-B (3) Policies</u> .....	8
<u>4-B (4) Maintaining the Tenure System</u> .....	10
<b><u>4-C APPOINTMENTS</u></b> .....	<b>12</b>
<u>4-C (1) Appointments to Tenure and Tenure-Track</u> .....	12
<u>4-C (2) Appointments to Research-Track, Teaching-Track, Practitioner-Track, and Clinical-Track</u> .....	12
<u>4-C (3) Joint Appointments</u> .....	13
<b><u>4-D LENGTH OF APPOINTMENT</u></b> .....	<b>13</b>
<u>4-D (1) Probationary Period for Tenure-Track Faculty</u> .....	13
<u>4-D (1.5) Committee on Deadlines and Leaves</u> .....	14
<u>4-D (2) Term of Employment for Research-track, Teaching-track, Practitioner-track, and Clinical-track Faculty</u> .....	15
<b><u>4-E CONDITIONS OF TENURE</u></b> .....	<b>16</b>
<b><u>4-F EVALUATION, REAPPOINTMENT, AND PROMOTION OF TENURE-TRACK AND TENURED FACULTY</u></b> .....	<b>16</b>
<u>4-F (1) The Dossier</u> .....	16
<u>4-F (2) Evaluation Process</u> .....	17
<u>4-F (3) Non-Reappointment for Full-Time Probationary (Tenure-Track) Faculty</u> .....	19

<b><u>4-G EVALUATION, REAPPOINTMENT, AND PROMOTION OF RESEARCH-TRACK, TEACHING-TRACK, PRACTITIONER-TRACK, AND CLINICAL-TRACK FACULTY</u></b> .....	<b>20</b>
<b><u>4-H ADVISORY COMMITTEES ON APPOINTMENTS, PROMOTIONS AND TENURE</u></b> .....	<b>21</b>
4-H (1) <u>University Committees</u> .....	21
4-H (2) <u>School or Divisional Committees on Appointments, Promotions and Tenure</u> .....	22

Chapter 5. **POLICIES PERTAINING TO RESEARCH**

<b><u>5-A RESEARCH PROPOSALS</u></b> .....	<b>3</b>
<b><u>5-B CLASSIFIED AND PROPRIETARY RESEARCH</u></b> .....	<b>3</b>
5-B (1) <u>Basic Principles</u> .....	3
5-B (2) <u>Exceptions</u> .....	4
5-B (3) <u>Scope and Applicability</u> .....	5
<b><u>5-C RESEARCH INVOLVING HUMAN SUBJECTS</u></b> .....	<b>5</b>
<b><u>5-D PATENT POLICY</u></b> .....	<b>5</b>

Chapter 6. **PROVIDING A SAFE EDUCATIONAL AND  
WORK ENVIRONMENT**

<b><u>6-A FOUNDATIONS</u></b> .....	<b>5</b>
6-A (1) <u>Equal Opportunity</u> .....	5
6-A (2) <u>Non-Discrimination and Affirmative Action</u> .....	5
6-A (3) <u>Academic Freedom</u> .....	6
6-A (4) <u>Advice and Counseling</u> .....	6
6-A (5) <u>Protected Characteristics</u> .....	7

<a href="#">6-A (6) Relation to Other Policies</a> .....	7
<a href="#">6-A (7) Definitions</a> .....	7
<a href="#">6-A (8) Sources of Information</a> .....	8
<a href="#">6-A (9) Fundamental Fairness</a> .....	9
<a href="#">6-A (10) Scope</a> .....	9
<a href="#">6-A (11) Government Regulations</a> .....	10
<a href="#">6-A (12) Collegial Problem Solving</a> .....	10
<a href="#">6-A (13) Non-Protected Class Matters</a> .....	10
<b><a href="#">6-AA PROFESSIONALISM AND SANCTIONING</a> .....</b>	<b>10</b>
<a href="#">6-AA (1) Collegial Problem Solving</a> .....	10
<a href="#">6-AA (2) Non-Protected Class Matters; Other Obligations</a> .....	11
<a href="#">6-AA (3) Sanctioning Process</a> .....	11
<b><a href="#">6-B POLICY AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION</a> .....</b>	<b>13</b>
<a href="#">6-B (1) Discrimination</a> .....	14
<a href="#">6-B (2) Harassment Based on a Protected Characteristic</a> .....	14
<a href="#">6-B (3) Other Harassment</a> .....	15
<a href="#">6-B (4) Sexual Harassment</a> .....	15
<a href="#">6-B (4.5) Non-Consensual Viewing, Recording, and Dissemination Sexual Harassment</a> .....	16
<a href="#">6-B (5) Sexual Assault</a> .....	17
<a href="#">6-B (6) Child Abuse</a> .....	18
<a href="#">6-B (7) Stalking</a> .....	19
<a href="#">6-B (7.5) Domestic Violence, Dating Violence, and Intimate Partner Violence</a> .....	19
<a href="#">6-B (8) Intimidation and Retaliation</a> .....	19
<a href="#">6-B (9) Disability Accommodations for Students</a> .....	20
<b><a href="#">6-C HARASSMENT AWARENESS TRAINING</a> .....</b>	<b>20</b>

<b><u>6-D PROCEDURES FOR COMPLAINTS</u></b> .....	<b>21</b>
<u>6-D (1) Complaints and Reports</u> .....	21
<u>6-D (2) Privacy and Confidentiality</u> .....	24
<u>6-D (3) Warning Against Retaliation</u> .....	26
<u>6-D (4) Notification</u> .....	26
<b><u>6-E INVESTIGATION</u></b> .....	<b>26</b>
<u>6-E (1) Designated Investigator</u> .....	26
<u>6-E (2) Informing the Responding party</u> .....	27
<u>6-E (3) Investigative Procedure</u> .....	28
<u>6-E (4) Investigator’s Report</u> .....	29
<b><u>6-F RESPONSE TO INVESTIGATION/ APPEAL OF FINDINGS</u></b> ....	<b>30</b>
<u>6-F (1) Appeal of Findings, Conclusions, Sanctions</u> <u>and Corrective Actions</u> .....	30
<u>6-F (2) Omitted in this Edition</u> .....	31
<u>6-F (3) Disciplinary Action</u> .....	31
<u>6-F (4) Notifications</u> .....	31
<b><u>6-G RIGHT TO A HEARING</u></b> .....	<b>31</b>
<u>6-G (1) In General</u> .....	31
<u>6-G (2) Gender-Based Misconduct</u> .....	32
<b><u>6-H SANCTIONS, PROTECTIVE AND REMEDIAL MEASURES, AND</u></b> <b><u>CORRECTIVE ACTIONS</u></b> .....	<b>33</b>
<u>6-H (1) Interim Protective Measures</u> .....	33
<u>6-H (2) Interim Remedial Measures</u> .....	34
<u>6-H (3) Sanctions and Corrective Actions</u> .....	34
<b><u>6-I CONSENSUAL RELATIONSHIPS</u></b> .....	<b>35</b>

## Chapter 7. **FACULTY GRIEVANCES**

<b><u>7-A SUBJECT MATTER</u></b> .....	<b>3</b>
<b><u>7-B PROCEDURES</u></b> .....	<b>3</b>
<u>7-B (1) Preliminary Proceedings</u> .....	3
<u>7-B (2) Initiating the Grievance</u> .....	5
<u>7-B (3) Resolving the Grievance Prior to Arbitration or         a Grievance Hearing</u> .....	6
<u>7-B (4) Binding Arbitration Option</u> .....	7
<b><u>7-C GRIEVANCE HEARING</u></b> .....	<b>8</b>
<u>7-C (1) The Committee on Faculty Tenure and         Privileges Appeals</u> .....	8
<u>7-C (2) Convening a Grievance Hearing</u> .....	8
<u>7-C (3) Motion to Dismiss</u> .....	10
<u>7-C (4) Grievance Hearing</u> .....	10
<u>7-C (5) Burden of Persuasion</u> .....	12
<b><u>7-D DECISION OF THE GRIEVANCE PANEL</u></b> .....	<b>12</b>
<b><u>7-E DECISION OF THE PRESIDENT OF THE UNIVERSITY</u></b> .....	<b>12</b>

## Chapter 8. **FACULTY DISMISSALS**

<b><u>8-A SCOPE</u></b> .....	<b>3</b>
<b><u>8-B REDUCTION IN SALARY FOR CAUSE</u></b> .....	<b>3</b>
<b><u>8-C ADEQUATE GROUNDS FOR DISMISSAL</u></b> .....	<b>3</b>
<b><u>8-D DISMISSAL PROCEDURES</u></b> .....	<b>3</b>
<u>8-D (1) Preliminary Inquiry When Section 6-AA (3) is Not Utilized</u> .....	3



<a href="#">8-D (2) Formal Proceedings</a>	5
<a href="#">8-D (3) Suspension of a Faculty Member</a>	7
<a href="#">8-D (4) Abandonment of Duty</a>	8
<a href="#">8-D (5) Demotion of a Faculty Member</a>	8
<a href="#">8-D (6) Terminal Notice</a>	8

## Chapter 9. **ACADEMIC AND FAMILY LIFE BALANCE**

<a href="#">9 ACADEMIC AND FAMILY LIFE BALANCE</a>	3
<a href="#">9-AA GENERAL PROVISIONS</a>	3
<a href="#">9-A PAID PARENTAL LEAVE</a>	3
<a href="#">9-B FAMILY RESPONSIBILITIES</a>	4
<a href="#">9-C CHILDCARE RESPONSIBILITIES OF PROBATIONARY FACULTY</a>	4
<a href="#">9-D LENGTH OF PROBATIONARY PERIOD</a>	4
<a href="#">9-E EXPECTATIONS CONCERNING SCHOLARLY PRODUCTIVITY</a>	5
<a href="#">9-F PHASED RETIREMENT</a>	5
<a href="#">9-G COORDINATION AND CONDITIONS OF PAID PARENTAL LEAVE</a>	5
<a href="#">9-H REASONABLE ACCOMMODATIONS</a>	6

Chapter 10. **TRANSITION FROM FULL-TIME WORK**

**10-A EMERITI STATUS** ..... 3

**10-B PHASED RETIREMENT** ..... 3

**10-C CONTINUED POST-RETIREMENT ACADEMIC  
ACTIVITY** ..... 3

**10-D RETIREMENT BENEFITS** ..... 4

10-D (1) Income Replacement ..... 4

10-D (2) Health Care after Retirement ..... 4

10-D (3) Long Term Care after Retirement ..... 4

10-D (4) Other Benefits, Privileges and Guides ..... 4

10-D (5) Changes in Benefits Programs ..... 4

Appendix. **USC CORE DOCUMENTS**

**A-1 MISSION STATEMENT** ..... 3

**A-2 CODE OF ETHICS** ..... 3

**A-3 STRATEGIC PLAN**..... 3

## Chapter 1

# Introduction

The Faculty Handbook contains the central policies of the University, developed through shared governance. As in prior editions, the amendments are recommended to the President by the Academic Senate, and I am grateful to the Senate and its Handbook Committees for their work. As successive Presidents have stated in each edition, the Faculty Handbook contains many, though not all, of the current official policies of the University directly affecting the faculty, as established by the Board of Trustees or by the President under authority delegated by the Board of Trustees.

Let me begin by highlighting three sets of changes made in this edition:

### *Professionalism and Ethics*

In this past year, USC has rededicated itself to the highest standards of behavior. While the process of change will be ongoing, several improved institutions are already reflected in Handbook amendments made this year.

The new Office of Professionalism and Ethics, a single, centralized resource for complaint monitoring and investigation, is explained in 6-D (1)(b).

We have appointed Ombuds on both the University Park and Health Sciences Campus. Several sections – 6-E (3)(d), 7-B (1)(bb), 7-B (1)(c) and 8-D (1)(c) – call attention to the consultation and mediation that the Ombuds make available, as well as the Academic Senate Committee on Faculty Rights and Responsibilities which performs related functions.

As part of our shared commitment to promote the highest standards of conduct, the Committee on Professional Responsibility was established in last year's Handbook. 6AA-3 has been edited to clarify the work of the committee. The section's title is now Professionalism and Sanctioning, and the stages of the committee's process are set out in separate subsections. 6-AA (3)(g) makes clear that the new process does not displace school-based decisions based on performance, or the work of other committees or offices that undertake corrective or preventive measures.

There are a number of related sections elsewhere in the Handbook. 6-AA (2) points faculty to some of the important sources for statements of their obligations, among which are the traditional strictures against dishonesty, unmanaged or unreported conflict of interest, and misconduct. 3-B (3)(b) also calls attention to some web sites detailing faculty responsibilities.

Consideration of sanctioning relies on fact-finding through a university-authorized process, such as the examples given in 6-A (7)(c) including the processes of affiliated institutions like CHLA.

The role of the Committee on Professional Responsibility is recognized in other Handbook sections, including 3-D (2)(b) on compensation changes; 4-B (3)(d) on withdrawal of special designations like an endowed chair; 8-B, no longer

needed as a separate section on salary reduction for cause; 8-D (3)(a) and (c) on suspensions and compensation penalties; and 8-D (4) on abandonment of duties.

Notifications of the committee's actions are discussed in 6-F (4), differentiating cases where government regulations do or do not impose special requirements. Appeals of the committee's actions are covered in the revised 6-F (1), with special attention in subsection (b) to cases where government regulations apply. Grievances challenging the decision on appeals are dealt with in 6-G (1): new language reemphasizes that a grievance concerns a claim of violation of rights, rather than a disagreement with the results of the investigation or the committee's consideration.

Reflecting the role of the Committee on Professional Responsibility, 8-A and 8-D state that the Chapter 8 process is only with dismissal for cause of tenured faculty. And for such cases, the school-based preliminary inquiry process set out in 8-D (1) is only for cases that have not gone through a sanctioning panel under 6AA-3.

### *Consensual Relationships*

The important subject of consensual intimate relationships received special attention from the Academic Senate this year. It is dealt with in two existing sections which have been amended.

In 3-G, on Personal Conflict of Interest, the new subheading (b) calls attention to its Restrictions on Decision-making Authority and Supervisory Roles, and the scope of those restrictions has been clarified and expanded. Subsections (c) and (d) set out disclosure requirements and reaffirm the requirement of Provost's approval of any special arrangements needed to avoid a conflict of interest.

The topic is also dealt with in 6-I on Consensual Relationships. Subsections (b) and (c), reaffirm and cross-reference the rules set out in 3-G on supervisees. Subsection (a) restates the University's strong discouragement of intimate relations wherever there is a power differential, even if no supervisory role exists.

### *One Faculty*

In his introduction to the 2017 Faculty Handbook, President Nikias noted that "with a few exceptions such as tenure rights, all faculty at USC have the same rights and responsibilities in the Faculty Handbook." This reflects USC's "self-understanding that is rare among great research universities: in our academic culture and in faculty governance, we are all one faculty, whatever our status."

Two amendments in this edition reinforce these principles.

Because academic freedom is an all-important value of the university, 3-B (1)(a) proclaims that the Handbook's long-standing declaration that academic freedom

protects “all” faculty is intended to encompass, as it always has, faculty “of every track and every rank, full-time and part-time.”

With rights there are responsibilities. 3-B (2)(g) spells out that the responsibility to share in the management of the academic enterprises through committee service similarly rests upon all faculty. Reflecting that principle, 4-C (2)(c) continues to state that part-time faculty are eligible to be elected or appointed to faculty governance bodies.

### *Other amendments*

Beyond those three topics, there were a number of other amendments made in this edition. Following our custom, I will now summarize some of them.

School faculty councils are an important part of our system of shared governance, and their chairs are member of the Academic Senate. Section 2-B (3) now points to the Senate’s constitution for a statement of the purposes and roles of the councils, and the requirements for democratic election.

In long-past editions, whole portions of the Handbook were devoted to details on benefits and responsibilities to students, while subsequent amendments to 3-F and 3-C broke out those subjects to free-standing policies. In addition to those topics, there are additional web sites that spell out faculty responsibilities in specific areas. For the convenience of the faculty, as noted above, 3-B (3)(b) now points to some of those web sites.

While it has always been understood that faculty will receive compassionate bereavement leave, at the suggestion of a faculty member 3-E (11) states that explicitly.

3-I (1)(a) now states for convenience in one place the general principles underlying the policies regulating conflicts of interest and conflicts of commitment. 3-I (1)(c) adds a new requirement: members of faculty committees shall disclose any relationship with a candidate that creates the appearance of a conflict of interest.

For clarity, 3-I (4) on Outside Educational Work states that holding a faculty appointment elsewhere is among the items requiring prior USC approval.

4-B (2)(c), part of the section on Academic Titles Currently In Use, recognizes the Provost’s policy that the highest level of teaching professors may be awarded contracts that will be renewed on the same terms unless there is an explicit decision to terminate the contract. 4-B (2)(g), on the other hand, notes that voluntary faculty serve at will.

When we recognize a colleague with a named chair, or a designation as Distinguished, Provost, or University Professor, under 4-B (3)(d), there has often been confusion on how to word the title. This section gives the answers. Its examples use the names of some of the honored faculty of USC’s early years,

whose achievements are recognized in the recently-inaugurated Faculty Hall. 10-A similarly explains the wording of titles for emeriti faculty.

In 6-B (6), on child abuse, at the request of faculty more detail has been added on how to make reports, and what kind of behavior is considered reportable child abuse.

6-B (9), on disability accommodations for students, is a new section in the Handbook, stating the basic principles of how faculty comply with the laws protecting qualified students with disabilities.

In 6-D (1)(b) on reporting violations, the numbering of subsections has been simplified for clarity. 6-E (2) states the broad requirement of cooperation: in an investigation by any University office or official, the responding party shall promptly participate in interviews as requested.

7-B (2) deals with the initiation of grievances. In subsection (a), new language requires that the grievance state facts, and be specific as to the right allegedly infringed, so that the respondent can meaningfully respond. In addition, a new paragraph sets out the longstanding practice that grievances overlapping a pending OED investigation will be held until the investigation is complete. (7-C (2)(a)(iv) reiterates that practice.) In subsection (b), a new paragraph makes clear that related grievances by the same person will be combined and, similarly, 7-C (2)(a)(ii) provides for combining a dismissal hearing and a related grievance.

7-B (1)(c) makes clear that mediation requires the agreement of both sides.

7-B (4) has additional wording to clarify that it deals with arbitration as an alternative to a grievance hearing, and not the kind of arbitration in lieu of litigation that may occur in accordance with contractual agreements.

For the convenience of grievants, 7-C (2)(a)(i) lists the steps the grievant should take to schedule a hearing. Paragraph (iv) points out that current government regulations require prompt action in Title IX cases.

7-C (3) notes that, before a grievance panel is selected, it is the chair of the overall Tenure and Privileges Appeals Committee who rules on motions to dismiss.

7-C (4) on the conduct of grievance hearings has several clarifying amendments. Sometimes attorneys representing parties at hearings forget they are not in a courtroom, where litigation is often long, complex, and expensive. New language in paragraph (d) makes clear that neither *voir dire* proceedings nor pre-trial discovery is part of our process. Under paragraph (g), a grievant may seek witnesses and evidence which are "necessary," subject to the provisions of the Handbook, policies, and the law. If the parties cannot agree the grievant may ask the grievance panel to use its good offices to help. Paragraph (k) explains that the grievance process is not automatically postponed if the grievant is also seeking an external remedy.

8-D (3)(a) and (b) cross reference the availability of paid leave as an interim protective measure under 6-H (1).

Language in 9-A makes clear that if Parental Leave is taken within a semester, a school may give appropriate teaching assignments for the remainder of the semester.

At several places throughout this edition, titles of officials have been updated, names of committees corrected, and names of incumbents have been removed where not legally required.

### *General comments*

Our Board of Trustees has specifically affirmed its endorsement and support of a collegial process of consultation and review in the development of amendments to the Faculty Handbook. In language that has also long been set out in Chapter 2 of the Handbook, the Trustees' policy in this regard states:

*The Board of Trustees endorses and supports a collegial process of consultation and review in the development of amendments to the Faculty Handbook. This process must include, at a minimum, the Academic Senate and Provost's Council, and may also include representatives of other university constituencies which might be affected by such amendments. To be sure, any amendments that are endorsed by the Academic Senate and approved by the President will be incorporated into the Faculty Handbook. However, the University Bylaws make it clear that the Academic Senate is strictly advisory with respect to the President. Thus, in the context of a collegial process of consultation and review, the policy of the Board of Trustees has been and continues to be that the President bears the final authority and responsibility for amending the Faculty Handbook.*

As might occur in the governance of any complex organization, conflicts may arise from time to time in the interpretation of sections of this Handbook vis-à-vis the University Bylaws or the policies of the Board of Trustees. As in previous editions, the Handbook continues to make clear that the language of the Bylaws and the Trustees' policies will prevail.

This edition of the Faculty Handbook continues the tradition of stating some basic principles while a number of more detailed policies are available at the Policy website, <https://policy.usc.edu>.

In order to be official policy, a document must bear the signature of the president or the senior vice presidents for academic affairs, administration, or finance, or may be established by resolution of the Board of Trustees. Other documents are not official policy.

School-specific guidelines yield to university-wide policies if there is any conflict.



Some very useful web sites are those of the Academic Senate, <https://academicsenate.usc.edu/>, the Faculty Portal, <https://faculty.usc.edu> , the Manual of the University Committee on Appointments, Promotions, and Tenure, <https://policy.usc.edu>, and Information for Research, Teaching, Practitioner, and Clinical Faculty, <https://rtpc.usc.edu/>.

Each edition of the Faculty Handbooks reaffirms that faculty are partners in the shared responsibilities of managing the academic enterprise. The constitution of the Academic Senate states that its first purpose is to contribute to the intellectual vitality of the University. The constitution also declares that the Senate is a forum for faculty decision-making, and the voice of the faculty in the making of university policy and the consideration of academic issues.

I am grateful to the Academic Senate and its Handbook Committee for their work on this 2019 edition of the Faculty Handbook.

As I near the close of my year as interim president, I am proud to approve this edition.

Wanda Austin  
Interim President

## **Chapter 2**

# **Government of the University**

## Chapter 2. GOVERNMENT OF THE UNIVERSITY

<b><u>2-A ADMINISTRATION</u></b> .....	<b>3</b>
<u>2-A (1) Board of Trustees</u> .....	3
<u>2-A (2) The President and Other Officers of the Corporation</u> .....	3
<u>2-A (3) Academic Organization</u> .....	4
<b><u>2-B FACULTY</u></b> .....	<b>6</b>
<u>2-B (1) The Faculty Assembly, Academic Senate</u> <u>and Faculty Councils</u> .....	6
<u>2-B (2) The Academic Senate</u> .....	7
<u>2-B (3) Faculty Councils</u> .....	8
<u>2-B (4) University and Senate Committees</u> .....	8
<u>2-B (5) The Faculty Handbook</u> .....	10

## **2-A ADMINISTRATION**

Policies and practices of the University derive from the total body of the University's charter provisions, bylaws, Board of Trustees resolutions, and Presidential directives by which the corporate staff is guided, as well as by policies and regulations initiated or recommended by the Academic Senate, the Provost's Council, the Staff Assembly, and the Student Senate, as approved by the President.

### **2-A (1) Board of Trustees**

The University of Southern California is a private corporation governed by a self-perpetuating Board of Trustees not to exceed fifty members. The organization and operation of the Board of Trustees are described in the Bylaws of the University, a copy of which is available at the University Policies website (<http://policy.usc.edu>).

### **2-A (2) The President and Other Officers of the Corporation**

(a) The Board of Trustees elects annually the officers of the corporation including the Chairman of the Board; the President of the University; Provost and Senior Vice President for Academic Affairs; Senior Vice President, Administration; Senior Vice President, Finance and Chief Financial Officer; Senior Vice President, University Advancement; Senior Vice President, University Relations; Senior Vice President and Chief Executive Officer, Keck Medicine of USC; and Senior Vice President and General Counsel. The Bylaws of the University provide in Section 6.5 (b) that

*The Senior Officers shall have such duties as are set forth in these Bylaws and as are from time to time prescribed by the President of the University.*

(b) Under the administrative structure of the University, all units of the University report directly or indirectly to the President. Among the President's responsibilities enumerated in the Bylaws of the University are the nomination of officers of the corporation (other than the Chairman of the Board); the selection of academic staff; academic programs and fiscal programs; and the enforcement of all rules and regulations of the University.

The Bylaws provide:

#### **6.4 President of the University**

*6.4 (a) General. The President of the University shall be elected by the Board. He/she shall be the chief executive officer of the corporation in charge of all its operations. He/she shall be responsible for carrying out policies established by the Board; but he/she may delegate any of his/her functions. All of the officers of*

*the corporation, except the Chairman of the Board, all administrative executives, and all academic officers of the University shall be subject to the direction of the President of the University.*

*6.4 (b) Recommendation of Nominees for Officers. The President of the University shall recommend nominees for officers of the corporation except the Chairman of the Board to the Board Personnel Committee.*

*6.4 (c) Selection of Academic Staff. The President of the University shall appoint the dean or director of each college or school of the University together with such division chairmen, department heads, or other division heads or assistants throughout the University as may be necessary or appropriate to carry out the work of the University. The President of the University shall determine the term of office and the duties of each such member of the academic staff.*

*6.4 (d) Academic Program. The President of the University shall have full power of appointment, direction, and supervision of the faculties and the organization thereof. He/she shall be an ex-officio member of the faculty of each college or school and may, at his/her election, act as the presiding officer of each faculty and of the University Faculty. He/she shall have the right to cast the deciding vote in any such group in case of a tie. He/she may appoint such committees of any faculty as he/she shall deem wise and proper and shall be a member ex-officio of all such committees.*

*6.4 (e) Fiscal Program. The President of the University, with the advice and assistance of the other officers of the corporation, shall prepare or cause to be prepared an annual operating budget for the University. Such budget shall be considered by the Finance Committee before presentation to the Board.*

*6.4 (f) Enforcement of Rules. The President of the University shall be responsible for the enforcement of all rules and regulations of the University.*

## **2-A (3) Academic Organization**

(a) The Bylaws of the University describe its academic organization as follows:

*8.1 General. The President of the University shall appoint the following academic officers, who shall not be officers of the corporation:*

*(a) Academic Deans and Directors*

*(b) Division and Department Chairmen*

*(c) Such other Academic Officers as may be designated by the Board*

*2-A (3)(a) Academic Deans and Directors*

(1) Academic deans and directors are appointed for no longer than a stated expected term (normally five years), and may be reappointed following an appropriate review and evaluation, all subject to section 6.4 (c) of the Bylaws which is quoted above in Section 2-A (2) and subject to section 2-A (3)(d) below.

(2) Appointments and reappointments of deans and directors are to be done in consultation with the faculty. Of academic deans and directors, the University Bylaws say the following:

*8.2 Academic Deans and Directors. The academic dean or director of each college, school, or other administrative unit of the University shall, subject to the provisions of Section 8.1, be the chief administrative officer thereof and shall be responsible for the proper preparation and conduct of its educational program. He/she shall continuously study the academic program and needs of his/her unit and shall make an annual report to the President of the University through the Senior Officer to whose immediate direction he/she is subject. He/she shall supervise the progress and look after the academic welfare of the students of his/her unit and shall furnish such information concerning his/her school as may be requested by the President of the University.*

*2-A (3)(b) Chairs or Directors of Academic Units*

The chair or director of an academic unit shall be a tenured faculty member unless the Provost authorizes otherwise. If the chair or director is untenured, then the Dean will designate a tenured faculty member to deal with all tenure-related issues. He or she is appointed for no longer than a stated expected term (up to five years), but without prejudice to reappointment by the procedures as described below, all subject to section 6.4 (c) of the Bylaws which is quoted above in Section 2-A (2), and subject to section 2-A (3)(d) below.

Chairs or directors of academic units are appointed by the dean, with authority delegated by the President through the Provost, following full consideration by all faculty eligible to vote in the unit. The chair or director is appointed by the dean, following selection by (1) election by all faculty eligible to vote or (2) thorough consultation with the faculty of the department and of related departments. Appointments will normally be in conformity with department members' judgments. If, in extraordinary circumstances, conformity is not

reached after such consultation and consideration, the dean shall consult with the Provost, who shall have the full and separate reports and recommendations of the departmental faculty, prior to decision, and will provide the dean and faculty the rationale of the decision. Of academic unit chairs or directors, the Bylaws of the University say the following:

*8.3 Division Chairmen and Department Heads. The chairman or head of each academic division or department of each college, school, or other administrative unit of the University under its dean or director shall, subject to the provisions of Section 8.1, be its chief administrative officer. He/she shall be responsible for the organization and maintenance of the work of his/her department and shall make periodic reports to his/her dean or director to furnish such information as may be requested.*

#### *2-A (3)(c) School Academic Administrators*

Other school academic administrators (such as institute directors, department vice chairs, and section chiefs) also are appointed for no longer than a stated expected term (up to five years), but without prejudice to reappointment following an appropriate review and evaluation, all subject to section 6.4 (c) of the Bylaws which is quoted above in Section 2-A (2), and subject to section 2-A (3)(d) below.

#### *2-A (3)(d) In General*

Deans, chairs, and other school academic administrators do not have tenure in office; they serve at will, and their appointments may be terminated by the President or his or her delegate with or without cause. Tenure as a faculty member is a matter of separate right.

## **2-B FACULTY**

### **2-B (1) The Faculty Assembly, Academic Senate and Faculty Councils**

The faculty at large constitute the Faculty Assembly. When convened in a general meeting, or acting through referendum, the Faculty Assembly is the ultimate body for determining faculty positions on academic and University issues. It usually acts through its representative bodies, the Academic Senate and the school Faculty Councils, to debate issues and express faculty opinion to the University administration.

The Constitution of the Academic Senate describes the goals of these faculty bodies as follows:

*The primary purpose of the Faculty Assembly, the Academic Senate, and the school faculty councils, is to contribute to the intellectual vitality of the University, to faculty governance, and to*

*the faculty environment. They are forums for faculty decision-making, and are the voice of the faculty in the making of university policy and the consideration of academic issues. They strive to safeguard academic freedom, full academic due process, and the tenure system. They also determine positions on faculty status, responsibilities and welfare, other important institutional issues, and any and all issues pertaining to the wellbeing of the faculty and the University.*

## **2-B (2) The Academic Senate**

According to its Constitution, the Academic Senate "is the representative body of the faculty at large for university-wide issues." The Senate is described in the University Bylaws as follows:

*9.4 Academic Senate The Academic Senate, as from time to time elected or designated by the faculty, shall be a deliberative and consultative body, with power to make studies, reports, and recommendations to the President of the University in any and all matters pertinent to the well-being of the faculty.*

### *2-B (2)(a) Academic Senate Constitution and Bylaws*

The complete text of the Constitution of the Academic Senate, which sets forth the purposes and organization of the Faculty Assembly, the Academic Senate, and the school Faculty Councils, is available at the Senate website (<https://academicsenate.usc.edu/documents/constitution/>).

The text of the Academic Senate Bylaws is also available at the Senate website, (<https://academicsenate.usc.edu/documents/bylaws/>).

The Academic Senate Constitution describes the Academic Senate as a body that shall, among other responsibilities,

*seek to enhance the University's intellectual vitality..., be the voice of the faculty in making university policy..., carefully monitor University issues..., [and] strengthen faculty participation in governance.*

The Senate especially concerns itself with the processes by which major University decisions about personnel and academic policy are made, with a view to obtaining and disseminating information about such decision-making.

Faculty members who accept their election to the Senate declare their individual commitment to work through it for the realization of these goals.



### *2-B (2)(b) Officers and Executive Board*

As is provided in the Senate Constitution, the University-wide executive officers of the faculty are the President of the Faculty, the Academic Vice President, the Administrative Vice President, and the Secretary General. The President of the Faculty presides as chief executive officer of the Faculty Assembly, the Academic Senate, and the Executive Board. The Executive Board serves as the channel of communication between the Academic Senate and the administrative officers of the University and may act for the Senate between meetings, if there is urgency.

### *2-B (2)(c) Members*

Voting members of the Academic Senate are the President of each Faculty Council, any additional delegates from the Councils as specified by the Senate Bylaws, the executive officers of the faculty, and members at large of the Executive Board. Non-voting members are the chairs of faculty committees and, if authorized by the Bylaws, representatives of other university organizations.

## **2-B (3) Faculty Councils**

The faculty of each school have established an elected council to participate in the governance of the unit and the University. The elected faculty President of each school's Faculty Council represents it as a member of the Academic Senate, as do additional delegates as designated by the Senate Bylaws with regard to the size of the academic unit.

See the Constitution of the Academic Senate, Article II, Purposes and Roles, and Article V, School Faculty Councils.

[\(https://academicsenate.usc.edu/documents/constitution/\)](https://academicsenate.usc.edu/documents/constitution/)

## **2-B (4) University and Senate Committees**

Provision is made in the University Bylaws and in the University's current practices for a variety of bodies whose powers and duties are delegated by the President and are subject to the Bylaws and to the powers of the Board of Trustees.

### *2-B (4)(a) University Committees*

(1) A system of University Committees is defined in the University Bylaws:

*9.2 (b) Committees. The University Faculty shall be organized into committees. These committees shall be appointed by the President of the University or, if delegated by the President of the University, appointed by: (i) the Provost and Senior Vice President, Academic*

Affairs; (ii) the Academic Dean or Director; or (iii) such other officer, administrative executive, or body as authorized by the President of the University. Each shall meet at regular intervals during the academic year. Each shall appoint a secretary who shall keep a record of its proceedings. Each may make such rules of procedure, and provide for such subcommittees, as may be deemed proper. The President of the University may appoint to any such committee one or more persons not members of the Faculty.

9.2 (c) Powers and Duties of Committees. Each such committee shall perform such duties as may be fixed by, and shall have such powers and exercise such authority as shall be delegated to it by the President of the University. The powers and duties to be so divided among, and assigned to, the various committees may include the following powers and duties, subject to the approval of, and a power of review in, the President of the University, and subject always to the policies and directives of the Board in effect from time to time:

(1) To prescribe requirements for admission, courses of study, conditions of graduation, the nature of degrees to be conferred in course, and rules and methods for the conduct of the educational work of the University;

(2) To recommend to the President of the University persons to receive the awards of fellowships, scholarship, prizes, and grants-in-aid;

(3) To recommend to the President of the University candidates for Honorary Degrees;

(4) To investigate all cases of misconduct of students, and violations of rules of the University by students, and through the proper officers, to administer such discipline as they determine appropriate under the circumstances;

(5) To prescribe rules for the regulation of student publications, athletics, intercollegiate games, social and professional activities, and other student affairs;

(6) To recommend to the President of the University appointments to senior faculty ranks, and the grant of tenure;

(7) To review, at the request of the President of the University, the academic work of departments and programs of the University, and to make recommendations thereon to the President of the University;

(8) To conduct hearings on faculty grievances and on dismissals for cause, as provided in policies promulgated by the University, and to make recommendations to the President of the University for the disposition of such matters;

(9) *To recommend to the President of the University policies concerning the libraries and information services, research, safety in research, and protection of human subjects;*

(10) *To make recommendations to the President of the University concerning business affairs, employee benefits, financial exigency, galleries, public art, convocations, patents and technology transfer; and*

(11) *To make recommendations concerning other matters as authorized by the President of the University.*

(2) University Committees advise the President and work closely with those administrative officers and units of the University most directly related to the responsibilities of the committee. Where appropriate, reports of University Committees are reviewed by the Academic Senate.

(3) Members of University Committees are selected by the President upon nomination by the Academic Senate and others. The Senate acts through the Executive Board. Members of some committees are jointly selected by the University and the Academic Senate.

#### *2-B (4)(b) Academic Senate Committees*

Academic Senate Committees are established by the Senate, with members and chairs selected by the Executive Board from the membership of the Faculty Assembly or others. Committees report semi-annually to the Executive Board with reports forwarded to the Senate for action or publication.

The Executive Board works to coordinate University and Senate committee selection and membership.

#### **2-B (5) The Faculty Handbook**

(1) The Faculty Handbook will be made available to the entire faculty at the University web site. Printed copies will be supplied to the offices of the Provost and the Academic Senate.

(2) The Senate has authority, derived from the University Bylaws, to make recommendations to the President in any and all matters pertinent to the well-being of the faculty, and therefore may propose any Faculty Handbook amendment it decides to endorse.

(3) The rules in the Faculty Handbook are intended to be applied reasonably in light of their purposes.

(4) Any proposed Faculty Handbook amendment submitted for Academic Senate consideration will be reviewed by the Senate Handbook Committee and the Executive Board, which will work with the Provost's representative in a process designed to lead to a joint formulation by faculty and administration. As part of

this process, the Handbook Committee should seek other views and information, and the Provost's representative should seek views and information from relevant university offices. The rationale and text of a proposed amendment that is recommended to the Senate by the Handbook Committee and the Executive Board will be circulated to Senate members in advance of a scheduled Senate meeting. Senate members are requested to submit suggested revisions for the proposed amendment to the Handbook Committee and Executive Board so that these can be considered in advance of the scheduled Senate meeting. Any proposals to revise an amendment, which are endorsed by the Senate without prior joint formulation, will be reviewed as provided in the first sentence of the paragraph. Subject to the University Bylaws and policies established by the Board of Trustees and the Trustees' delegation of authority to the President, a joint formulation endorsed by the Senate and adopted by the President of the University will be incorporated into the Faculty Handbook.

(5) The Board of Trustees has specifically affirmed its endorsement and support of a collegial process of consultation and review in the development of amendments to the Faculty Handbook. The Trustees' policy in this regard states:

*The Board of Trustees endorses and supports a collegial process of consultation and review in the development of amendments to the Faculty Handbook. This process must include, at a minimum, the Academic Senate and Provost's Council, and may also include representatives of other university constituencies which might be affected by such amendments. To be sure, any amendments that are endorsed by the Academic Senate and approved by the President will be incorporated into the Faculty Handbook. However, the University Bylaws make it clear that the Academic Senate is strictly advisory with respect to the President. Thus, in the context of a collegial process of consultation and review, the policy of the Board of Trustees has been and continues to be that the President bears the final authority and responsibility for amending the Faculty Handbook.*

(6) Whenever in the Handbook "days" are mentioned, it means calendar days, unless working days are expressly stated. "Renewal" means the same as reappointment. A multi-year "appointment" is a multi-year contract at the core salary specified, subject to the provisions on mid-contract termination in Section 4-G.

## Chapter 3

# Faculty: Academic Practices and Policies

## Chapter 3. **FACULTY: ACADEMIC PRACTICES AND POLICIES**

<b><u>3-A FACULTY COMPOSITION</u></b> .....	<b>4</b>
<b><u>3-B FACULTY RIGHTS AND RESPONSIBILITIES</u></b> .....	<b>4</b>
<u>3-B (1) Academic and Professional Freedom</u> .....	4
<u>3-B (2) Academic and Professional Responsibilities</u> .....	5
<u>3-B (3) Additional Responsibilities</u> .....	8
<u>3-B (4) Contractual Conditions</u> .....	9
<u>3-B (5) Periods of Service</u> .....	9
<b><u>3-C RESPONSIBILITIES TO STUDENTS</u></b> .....	<b>10</b>
<b><u>3-D COMPENSATION</u></b> .....	<b>11</b>
<u>3-D (1) Pay Schedule and Payroll Information</u> .....	11
<u>3-D (2) Compensation: Components and Changes</u> .....	11
<b><u>3-E LEAVES OF ABSENCE</u></b> .....	<b>12</b>
<u>3-E (1) General</u> .....	12
<u>3-E (2) Sabbatical Leave</u> .....	13
<u>3-E (3) Medical Leaves</u> .....	14
<u>3-E (4) Military Leave</u> .....	16
<u>3-E (5) Parental Leave (PAID)</u> .....	16
<u>3-E (6) Jury Duty</u> .....	16
<u>3-E (7) Vacation</u> .....	16
<u>3-E (8) Personal Leave of Absence (UNPAID)</u> .....	16
<u>3-E (9) Indefinite Leave</u> .....	16
<u>3-E (10) Part-time Leave</u> .....	17
<u>3-E (11) Bereavement Leave</u> .....	17
<b><u>3-F BENEFITS</u></b> .....	<b>17</b>

<b><u>3-G</u></b>	<b><u>PERSONAL CONFLICTS OF INTEREST</u></b>	<b>17</b>
<b><u>3-H</u></b>	<b><u>POLITICAL PARTICIPATION</u></b>	<b>19</b>
<b><u>3-I</u></b>	<b><u>OUTSIDE ACTIVITIES OF FACULTY MEMBERS AND CONFLICTS</u></b>	<b>19</b>
3-I (1)	<u>Conflict of Interest</u>	19
3-I (2)	<u>Absences and Similar Conflicts of Commitments</u>	21
3-I (3)	<u>Outside Consulting</u>	21
3-I (4)	<u>Outside Educational Work</u>	23
3-I (5)	<u>Endorsements</u>	24
<b><u>3-J</u></b>	<b><u>CANDIDACY FOR DEGREES</u></b>	<b>24</b>

### **3-A FACULTY COMPOSITION**

The University Bylaws define the faculty of the University of Southern California as follows:

*9.2(a) Composition. The University Faculty shall consist of the President of the University; the Provost and Senior Vice President for Academic Affairs; Academic Deans and Directors; and members of the teaching and research staffs holding titles including the following terms: Professors, Associate Professors, Assistant Professors, Instructors, Lecturers (but not Assistant Lecturers) and Librarians.*

The faculty consists of those properly appointed members of the teaching and research staffs holding these faculty titles, whether or not tenured or tenure-eligible, whether full- or part-time. However, academic staff as listed in section 4-B (2)(h) are not designated as faculty.

### **3-B FACULTY RIGHTS AND RESPONSIBILITIES**

#### **3-B (1) Academic and Professional Freedom**

The University adheres to national standards and procedures concerning academic and professional freedom, academic tenure, and full academic due process. Chapter 4, Faculty Appointments, Promotions and Tenure; Chapter 7, Faculty Grievances; and Chapter 8, Faculty Dismissals, provide the details as to how this adherence is made specific.

##### *3-B (1)(a) Academic Freedom*

The University of Southern California exists for the common good, and not to further the interest of solely the individual faculty member or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom protects all faculty, of every track and every rank, full-time and part-time. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Faculty members are entitled to full freedom in research and the publication of the result, subject to adequate performance of their other academic duties, but research and consultation for pecuniary return shall be in accord with University policy. Basic principles on the right of the faculty to freedom from undue restrictions by sponsors and donors are set out in Section 5-B (1), and similar principles apply to educational activities.



Faculty members are entitled to freedom in the classroom in discussing their subject; to the corollary responsibility to state the truth as they see it; and to the exercise of critical self-discipline and judgment in using, extending, and transmitting knowledge. Faculty members are citizens, members of learned professions, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As educational officers, they should remember that the public may judge their profession and the University by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the University.

Because it provides freedom and economic security, tenure is indispensable to the success of an institution in fulfilling its obligations to its students and to society. (See Section 4-E for additional information about tenure.)

### *3-B (1)(b) Professional Freedom*

Professional freedom is inherent within the concept of academic freedom and denotes the right of a faculty member to select those approaches to the development and exercise of professional competence and those allocations of time and place for alternative functions and commitments as appear best fitted for this purpose.

Professional responsibility is a corollary of professional freedom. The faculty member owes responsibility to the standards of his or her discipline, professional and faculty colleagues, students, educational institution, and the community at large.

### **3-B (2) Academic and Professional Responsibilities**

Although various groups contribute in different ways to the University's well-being, it is the faculty who preeminently create and enhance the scholarly excellence of the University. Their importance to the intellectual life of the University and the community at large confers on them, individually and collectively, certain responsibilities to the institution, to their students, and to their respective disciplines, in line with the University Code of Ethics, Section B of the Appendix. Consequently, faculty academic status and matters related thereto are primarily a faculty responsibility. This includes appointments, reappointments, decisions not to reappoint, promotion, the granting of tenure, and dismissal.

The faculty's role on curriculum is set out in the University Bylaws as follows:

*9.3 Courses of Instruction. The courses of instruction in the several schools and colleges shall be prescribed by their several faculties, on the recommendation of the appropriate faculty committee and subject to the approval of the President of the University.*

*3-B (2)(a) Activity Profile*

Faculty discharge these responsibilities through teaching, research, and service. The average activity profile of a full-time tenure-track or tenured faculty member is approximately 35-45% each of teaching and research and 5-15% of service. (Some schools prefer to express the average profile as 3/9 – 4/9 each of teaching and research and 1/9 of service.)

Although actual percentages may vary depending on the needs of the faculty member's academic unit, it is expected that each tenured and tenure-track faculty member will make a significant contribution in each of the three areas of responsibility, except that a research-only profile for a tenured or tenure-track faculty member may be established, only on a temporary basis and only with the Provost's approval.

Teaching-track, research-track, clinical-track, practitioner-track, and librarian faculty will have a different activity profile depending on the needs and expectations of the academic unit in which they serve.

The specific nature of a faculty member's teaching, research, and/or clinical service to the University may be adapted in accordance with the demands of the specific academic unit, or the terms of a particular faculty member's established profile, or both. The activity profile should be established through consultation between each faculty member and the dean or chair of the academic unit.

Faculty members may pursue other professional activities, in accordance with University conflict of interest policies, as long as these endeavors do not detract from the faculty member's responsibilities to the University.

*3-B (2)(b) Teaching*

Teaching includes classroom and other instruction of undergraduate, graduate, and professional and post-graduate students, academic advising, preparation, librarianship, and the direction of research. Faculty are expected to meet their classes, be accessible to their students through regularly scheduled and sufficient office hours, and provide grading of student work in a timely fashion. Each class is to be provided with a syllabus outlining goals, the course schedule, readings, requirements for research papers, a timetable for examinations, the method and criteria for grading, and the means by which students can contact the faculty member outside the classroom. Students in all classes, labs, and discussion sections should be given the opportunity to provide evaluation and suggestions through anonymous course assessment forms.

Faculty are expected to teach courses that have been assigned to them by the department chair, including mid-semester changes if needed. Assignments will be made after consultation with department faculty, on the basis of departmental or school needs.

It is very important that students receive the instruction to which they are entitled and, except very rarely, from the instructor of record. In case of faculty absence, it is incumbent on the faculty member to provide appropriate class coverage, subject to the review of the chair or dean, as requested. Absences of two consecutive weeks or more require the faculty member and the chair or dean to provide a written plan for the discharge of individual faculty responsibilities, with notice to the Provost.

### *3-B (2)(c) Mentoring*

Mentoring is an important component of faculty responsibilities. Depending on the discipline, the research effort involves the supervision and mentoring of undergraduate students, graduate students, other faculty, and those occupying post-doctoral or other research positions. Such mentoring is also part of a faculty member's teaching effort. Mentoring of junior faculty is a significant service responsibility of senior faculty members.

### *3-B (2)(d) Clinical Responsibilities*

Faculty in a clinical department are expected to perform clinical responsibilities that have been assigned by the department chair, after consultation with the affected individual. If requested, there will be consultation within 30 days with a standing or ad hoc department faculty committee, appointed by the dean and including an observer from faculty council. Such clinical assignments shall be made on the basis of departmental needs.

### *3-B (2)(e) Research and Artistic Work*

Faculty are expected to engage in high quality, continuing research of a type appropriate for the field, discipline, or interdisciplinary area. Typically, the product of the research effort is publication or its counterpart in the visual and performing arts (performances, exhibitions, and the like). Similarly, depending on the field or discipline, research can require considerable effort in the writing of proposals or related endeavors to acquire outside funding as may be needed to conduct a faculty member's research. Participation in conferences, professional societies, and peer review panels are common activities. Ultimately, the results of research and artistic work are expected to contribute to the faculty member's national or international reputation.

*3-B (2)(f) Librarianship*

Faculty who are full-time librarians have a primary responsibility of excellent librarianship. This includes serving the library and information needs of faculty and students, and supporting the mission of the University and the goals of the libraries. Professional growth and development is an additional responsibility. The individual's activity profile may also include teaching, research, and service as defined by the needs of the appropriate library or assigned by the Dean.

*3-B (2)(g) Service*

Service includes effort on committees and other activities at the departmental level through the University level. Depending on the field or discipline, this effort may include work outside the University. The responsibility to share in the management of the academic enterprise through service on University committees rests on all faculty, of every track and every rank, full-time and part-time, understanding that in elections and appointments the wishes, expertise, and other time commitments of the individual will be taken into account.

*3-B (2)(h) In General*

Teaching, clinical, and service assignments shall not be made for discriminatory, arbitrary, capricious, or retaliatory reasons. Claims that assignments violate this or any other provision of the Faculty Handbook, other University policies, or provisions of law are subject to review through the grievance procedure. However, contested teaching, clinical and service assignments shall be performed pending any review.

**3-B (3) Additional Responsibilities**

(a) Full-time service of faculty includes:

Performance of teaching duties, clinical duties, or librarianship in accord with established requirements of the particular school or department in which the faculty member is employed;

Professional development and enhancement of the public good and of the strength of the University through research, scholarly publication or other creative activity, and activity in professional groups and societies;

Counseling of students, assisting in registration and Commencement, maintaining regular office hours, serving on University Committees, and performing such other University service as may be needed during the academic year or fiscal year period of service.

(b) Certain groups of faculty, including those with clinical assignments and those performing research, have additional responsibilities and duties, detailed in other University, school, and medical enterprise documents and websites. (E.g., Office for the Protection of Research Subjects, <https://oprs.usc.edu/>; Guide to Research, <https://ooc.usc.edu/research-compliance/guide-to-research/>; and Office of Ethics and Compliance, <https://ooc.usc.edu/>.)

### **3-B (4) Contractual Conditions**

Contracts or letters shall be issued to all faculty, by the appropriate University officer, specifying academic rank and title, salary, any change in tenure status, starting and ending dates for all appointments, and any change in the Tenure Decision Date (where appropriate). Any other conditions or limitations of employment also shall be given or incorporated by reference.

The President shall issue annual contracts or letters to all full-time faculty, as well as those faculty with part-time duties accorded full-time-equivalent status for University policies including benefits eligibility. The Provost or deans shall issue contracts or letters to all other faculty giving the title, salary, and terms of the appointment.

No individual is considered to have faculty status unless the President, Provost, or dean has signed a written contract or letter for that employee specifying a faculty title and other applicable conditions of the Handbook are met; however, academic staff - as listed in section 4-B (2)(h) are not designated as faculty.

Whenever possible, contracts or letters shall be issued and delivered to all continuing faculty by the date of University Commencement.

### **3-B (5) Periods of Service**

Except for academic recess and University holidays, unless agreed otherwise by individual contract, the period of service for academic year faculty is from August 16 through May 15 of the following calendar year and the period of service for fiscal year faculty is from July 1 through June 30 of the following calendar year.

If the Provost grants special permission a newly-appointed academic year faculty member may begin the appointment before August 16 (on or after May 16 of the previous summer), and if the Provost grants special permission an academic year faculty member who is not returning for the following year may retain appointment beyond May 15 (up to August 15), with compensation arrangements as agreed in each case.

### 3-C RESPONSIBILITIES TO STUDENTS

The faculty of the University of Southern California expect themselves and one another to maintain high standards in the conduct of their courses. For a general statement of faculty responsibilities in teaching as well as research and service see Section 3-B, Faculty Rights and Responsibilities.

For specific responsibilities and information relating to most student concerns, the primary documents of authority are the University Catalogue (<http://catalogue.usc.edu>) and [SCampus](http://policy.usc.edu/student/scampus/) (<http://policy.usc.edu/student/scampus/>). The program requirements listed in the Catalogue supersede any information contained in any bulletin of any school or department. Specific information about matters not covered in the catalogue can be found in the Schedule of Classes (<http://classes.usc.edu/>); the Grading and Correction of Grades Handbook (<http://arr.usc.edu/services/grades/gradinghandbook.html>); and the Student Directory (on-line only at <https://my.usc.edu/wp/student/SearchForm.do>). For reference purposes, the following table delineates the appropriate university document for various common faculty-student administration issues.

<b>Specific Issue</b>	<b>Source(s)</b>
Information about conduct of courses, grading, student records, students with disabilities, ethics of graduate study, and academic integrity	<a href="#">University Catalogue</a> ; <a href="#">Schedule of Classes</a> ; <a href="#">Grading and Correction of Grades Handbook</a> ; <a href="#">Student Conduct Code</a> ( <a href="http://policy.usc.edu/student/scampus/">http://policy.usc.edu/student/scampus/</a> ); sections of <a href="#">SCampus</a> ; <a href="#">Code of Ethics</a> ( <a href="http://ooc.usc.edu/usc-code-ethics">http://ooc.usc.edu/usc-code-ethics</a> )
Information about registration, withdrawal, drop and add procedures, dates and locations, and rescheduling of classes	<a href="#">University Catalogue</a> ; <a href="#">Schedule of Classes</a>
Information regarding the administration of mid-term exams, final exams, accommodations for students with disabilities, and submission of grade reports	<a href="#">University Catalogue</a> ; <a href="#">Schedule of Classes</a> ; <a href="#">Grading and Correction of Grades Handbook</a> ;
Information on identifying and responding to academic dishonesty	<a href="#">Student Conduct Code</a> and <a href="#">University Governance</a> sections of <a href="#">SCampus</a> ( <a href="http://policy.usc.edu/student/scampus/">http://policy.usc.edu/student/scampus/</a> )
Email and contact identification for enrolled students	<a href="#">Student Directory</a> (On-line only)

The following administrators and their staffs may also be consulted regarding matters not covered in the foregoing publications: Vice President for Student Life, Vice President of Admissions and Planning, Dean of Academic Records and

Registrar, and the advisement and administrative offices in the various academic units of the University.

### **3-D COMPENSATION**

#### **3-D (1) Pay Schedule and Payroll Information**

It is the policy of the University to make payroll schedules and information readily available to faculty members, and update them regularly. Current payroll information is posted at the University Comptroller's website, (<https://comptroller.usc.edu/payroll-services/>). The website provides up-to-date information on required paperwork pertaining to payroll information for appointments, elections, deductions and terminations.

#### **3-D (2) Compensation: Components and Changes**

##### *3-D (2) (a) Compensation Components*

Total University salary (a) includes *core salary* based on a nine-month academic year or a twelve-month fiscal year period of service (or other period based on individual contract) and (b) can also include *supplementary salary* or *stipends*, which are set for a fixed period (one year at a time, unless a different period is specifically stated by contract.)

- *Supplementary Salary for Summer Teaching.* Members of the full-time faculty are given first option to teach courses offered by their departments during the Summer Session. Full-time faculty on academic year appointments may receive up to 3/9 of their core pay from non-grant funds during the summer months, subject to the approval of their dean.
- *Supplementary Salary for Summer Research and Other Sponsored Activities.* The United States government and some private agencies do not permit extra compensation or overload payment during the academic year on grants or contracts. No overload payment is permitted for research by faculty with fiscal year period of service. For faculty with academic year period of service, grants and contracts may provide for additional earning during the summer at the same monthly rate as during the academic year. Payment for more than 11 months service for academic year faculty is permitted only when approved by the awarding agency, and the arrangement should be included in the proposal to the government or private agency concerned.
- *Extra Compensation:* Subject to the approval of the Provost, full-time faculty members on academic year- or fiscal year- appointment may receive supplementary salary, administrative stipends, and other non-core salary.

- *Institutional Base Salary:* Institutional base salary includes core salary, supplementary salary, administrative stipends and other non-core salary, as established annually by the Provost.

### *3-D (2)(b) Compensation Changes*

Merit-based increases in core salary of continuing active faculty are considered annually as part of the salary setting process. University policies and guidelines deal with the merit evaluation of faculty, including the participation of a faculty committee.

No cuts in the contractual University core salary of continuing active full-time tenured faculty members or continuing active full-time untenured faculty members during the term of an existing annual appointment or a contract shall be made except by the Provost and then only

- for bona fide financial reasons short of financial exigency, pro rata applying an equal percentage to all continuing active full-time tenured and untenured faculty in the school or
- as determined by the Committee on Professional Responsibility under Section 6-AA (3). These cuts are not to exceed 10%, for adequate cause (as defined in the first sentence of Section 8-C), not necessarily serious enough to warrant dismissal. In each case, the cut will be subject to annual review. This paragraph does not override provisions on reduction in salary elsewhere in the Handbook, or
- in accord with contractual terms or express agreement with the faculty member

## **3-E LEAVES OF ABSENCE**

### **3-E (1) General**

The following section summarizes leaves of absence for which faculty members may qualify. Detailed policies are available on the University Policies website, (<http://policy.usc.edu>). Failure to return to work after one year on leave or absent from duty may be a basis for termination of employment by the President or Provost without formal proceedings, unless the Provost approves an extension. Most types of leave are granted for one semester, or one year as a maximum.

Faculty anticipating a leave without pay should consult the Benefits Office for information about the effect of the leave on their fringe benefits.

Tenure-track faculty who have been granted leave may under certain circumstances request an extension of the Tenure Decision Date, and special provisions are set out in the policy on Academic and Family Life Balance,



Chapter 9. Requests for extension of the Tenure Decision Date shall be in writing and shall be directed to the Committee on Deadlines and Leaves for its review and recommendation in writing to the Provost on behalf of the President, either prior to the leave or within six months after returning to regular activities. The Committee will not review extensions to which the faculty member is entitled under Chapter 9, and extensions based on a medical leave.

The ADA/504 Coordinator serves as a resource for information about government and University rules on leaves and benefits and their coordination.

The University provides all other leaves required by federal or state law or city ordinance.

### **3-E (2) Sabbatical Leave**

Sabbatical leave may be granted to faculty members after either six years or six semesters of accrued full-time service at the University. Deans and directors should take into consideration the following factors when making recommendations to the Provost:

- i. A definite and well-defined research or study program must be submitted for approval. A candidate should indicate what the prospects of completion of the project will be.
- ii. Sabbatical leave will be allowed (a) one semester on full salary for each six years of service, (b) one academic year on half salary for each six years of service, or (c) one semester at half salary for each six semesters of service.
- iii. If the faculty member requests based on an exceptional situation, the Provost may approve on a merit basis a more frequent sabbatical leave or more than half salary.
- iv. A faculty member on sabbatical leave should not engage in other activities for remuneration that would intrude on his or her sabbatical research.
- v. The absence of a faculty member should not jeopardize the academic program of his or her department.
- vi. It is expected that the faculty member will return to the University for at least one year after sabbatical.
- vii. A final report shall be provided to the dean or director upon the faculty member's return.
- viii. Normally, sabbatical leave is taken immediately following the period of service to which the leave relates. The sabbatical leave privilege may not

be accumulated; e.g., after 12 years, a sabbatical of two academic years may not be taken.

Also, the sabbatical should be taken over consecutive academic periods (e.g., fall and spring semesters of a given academic year, or spring semester and fall semester of consecutive years, but not fall of one academic year and fall or spring of the following academic year). Benefits shall continue during the paid sabbatical.

A department may recommend to the dean exceptions to these policies, however, to facilitate the research or study of the faculty member. The department may also recommend an exception to the dean to meet teaching or other needs of the department, the school, or the University. Such exceptions require approval in writing by the Provost.

This section deals with eligibility of tenured faculty. Eligibility of other faculty is discussed in Section 4-C (2)(b).

### **3-E (3) Medical Leaves**

This subsection summarizes the types of medical leave. An individual on unpaid medical leave may qualify for payment of disability benefits, or for University insurance benefits, or both; for information see the University Benefits website (<http://benefits.usc.edu>).

#### *3-E (3)(a) Academic and Family Life Balance*

See Chapter 9, Academic and Family Life Balance.

#### *3-E (3)(b) Medical Leave (UNPAID)*

Faculty members who are unable to work due to an illness, injury, or disability (including pregnancy-related disability) may be eligible for an unpaid medical leave. Such individuals may qualify for disability benefits while on medical leave. The Provost may place eligible faculty members on medical leave for the period that they are unable to work. The Provost may place on leave without pay faculty members who are absent for more than two consecutive weeks, whether or not they qualify for disability benefits. Medical leave runs concurrently with all other leave for which a faculty member qualifies. Medical leaves for longer than one year are not regularly available, although the Provost may extend the leave and the University will do so to the extent the law requires.

As an alternative, upon request, the University will consider any reasonable accommodations necessary to enable a faculty member with a qualifying disability (as defined under state and federal law) to perform the essential functions of his or her position. The University also considers any reasonable accommodations necessary to enable a faculty member with a qualifying

disability to enjoy benefits and privileges of employment equal to those enjoyed by similarly-situated faculty who are without disabilities.

### *3-E (3)(c) Statutory Family Care and Medical Leave (UNPAID)*

Unpaid statutory Family Care and Medical Leave is governed by the provisions of the federal Family and Medical Leave Act and the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave Act. Eligible faculty members may take unpaid statutory Family Care Leave for the birth or adoption of a faculty member's child; the placement of a foster child with the faculty member; or the serious health condition (as defined under state and federal law) of a faculty member's child, spouse, registered domestic partner (as provided by CFRA), registered domestic partner's child, or parent. Eligible faculty members may take unpaid statutory Medical Leave for a faculty member's own serious health condition (as defined under state and federal law) including disability on account of pregnancy, childbirth, or related medical conditions.

A faculty member generally may take up to 12 weeks of unpaid statutory Family Care and Medical Leave in a 12-month period, as detailed in the policies posted on the University Policies website (<http://policy.usc.edu>). A faculty member who takes leave for a pregnancy-related disability, followed by leave for baby-bonding, may take longer leave as detailed in University policy. Family Care and Medical Leave runs concurrently with all other leave for which a faculty member qualifies, except when, by law, the protected leaves do not run concurrently. The faculty member may also qualify for paid parental leave as explained in Chapter 9, or disability benefits.

### *3-E (3)(d) Absences due to Illness*

A tenure-track faculty member who has been granted medical leave may request an extension of the Tenure Decision Date. Such extensions shall be requested in writing and shall be directed to the Committee on Deadlines and Leaves for its review and recommendation in writing to the Provost on behalf of the President, either prior to the leave or within six months after returning to regular activities.

A faculty member who is absent because of illness for a brief period should make arrangements through his or her department chair to see that his or her teaching and other responsibilities are met.

The University grants sick leave in accordance with law. Detailed policies are available on the University Policies website (<http://policy.usc.edu>). Absences for more than seven consecutive days that are due to accident, illness or other temporary medical disability (including pregnancy, childbirth, and related medical conditions) may qualify the faculty member for disability benefits. Additional information is available from the Benefits Administration Office.

Insurance benefits ordinarily provided by the University and for which the faculty member is otherwise eligible, will be continued during the period the faculty member is medically certified as unable to work due to a medical disability or serious health condition. The cost of coverage normally borne by the faculty member will remain the responsibility of the faculty member. Once a doctor has certified the faculty member medically able to return to work, the faculty member is responsible for paying the full cost of benefit premiums until he or she returns to active service.

### **3-E (4) Military Leave**

The University grants military leave in accordance with law. Detailed policies are available on the University Policies website (<http://policy.usc.edu/military-leave/>).

### **3-E (5) Parental Leave (PAID)**

See Chapter 9, Academic and Family Life Balance.

### **3-E (6) Jury Duty**

Leave for jury service is available to faculty as for other University employees as specified on the University Policies website (<http://policy.usc.edu/jury-duty/>). Additional paid leave may be provided at the discretion of the Dean.

### **3-E (7) Vacation**

Faculty members on fiscal year appointments are entitled to 20 working days annual vacation, at a time agreed upon with the department of appointment so that it does not conflict with faculty responsibilities. The maximum amount of vacation a faculty member on fiscal year appointment can accrue at any time is 35 working days. Faculty members who accrue the maximum amount of vacation are not eligible to earn any additional vacation until that accrued vacation is reduced to below the maximum level.

### **3-E (8) Personal Leave of Absence (UNPAID)**

Unpaid Personal Leave of Absence (also known as Special Leave) may be granted at the discretion of the Provost for faculty members who are not eligible for another type of leave (Sick, Family and Medical, Medical, or Parental Leave). Personal Leave may be granted for one or two semesters and generally may not exceed one year.

### **3-E (9) Indefinite Leave**

Faculty, including tenured faculty, may be placed on what is called "indefinite leave" without duties or pay only as provided by Section 4-E.

### **3-E (10) Part-time Leave**

The Provost may grant a short-term partial leave of absence, one or two semesters at proportionate pay for part-time service, to any full-time faculty member. Faculty anticipating a leave without pay should consult the Benefits Office for information about the effect of the leave on their fringe benefits. Part-time service to accommodate family responsibilities or as a transition to retirement is provided for in Chapters 9 and 10. Tenured and tenure-track faculty are otherwise on full-time appointments, see Section 4-B (1), unless extraordinary permission is granted by the Provost.

### **3-E (11) Bereavement Leave**

Leave for bereavement is available to faculty as for other University employees as specified on the University Policies website.

## **3-F BENEFITS**

The University of Southern California provides extensive benefit programs to benefits-eligible faculty. In addition to benefits required by law, those programs currently include health insurance, dental insurance, retirement benefits, child care, tuition assistance for the faculty member and his or her eligible spouse and dependent children, tuition exchange for eligible faculty children, life insurance and various other benefits.

The particular provisions of each of the above benefit programs are determined by the USC Senior Vice President, Administration after consultation with faculty through the Benefits Committee and the Senate Committee on the Faculty Environment. Current provisions are available at the Benefits website (<http://benefits.usc.edu>).

## **3-G PERSONAL CONFLICTS OF INTEREST**

### *3-G (a) Equal Opportunity*

Having a family, sexual or other intimate relationship to a current member of the faculty or staff shall not be a bar to equal opportunity in employment or education for anyone.

### *3-G (b) Restrictions on Decision-making Authority and Supervisory Roles*

At the same time, any faculty member in such a relationship shall take all reasonable steps to avoid a conflict of interest or the appearance of a conflict of interest in his or her USC work that could arise from the relationship.

In particular, a faculty member shall not participate in any decision (such as decisions concerning initial appointment, retention, promotion, salary, or leave of absence of a member of the faculty or staff, or decisions concerning the

admission, granting of awards, grading or academic advancement of a student) that involves either a direct benefit or detriment to a person with whom he or she has an intimate, sexual, or family relationship.

Faculty members shall not supervise or evaluate the work of a USC or affiliated-institution employee or student, or resident or fellow, with whom they have such a relationship. Supervision and evaluation include teaching a course; grading or evaluating student work; advising on formal projects such as theses and dissertations; serving as an advisor, examiner, or member of a guidance, thesis or dissertation committee; supervising clinical activity; and mentoring.

A principal investigator shall not permit a person with whom he or she has a family, sexual or other intimate relationship to be paid from the funds of a grant or contract supervised by the principal investigator.

### *3-G (c) Request for Special Arrangements*

In an unusual situation, such as a prior existing family or other relationship, that would otherwise call for a faculty member to supervise or evaluate the work of someone with whom he or she has such a relationship, the faculty member is required to disclose the relationship to the dean, and may continue to supervise or evaluate only if special arrangements are approved by the dean to avoid the possibility of favoritism, such as having an unrelated third party supervise or evaluate the work. The Provost's written permission is also required.

(See also Sections 6-I, Consensual Relationships, and 6-D, Procedures for Complaints.)

To protect privacy, faculty members who recuse themselves from such decisions or supervisory responsibilities are not required to state reasons.

### *3-G (d) Duty to Disclose*

If a faculty member is in doubt concerning the possibility of a conflict of interest, it is required that the faculty member consult the department chair or dean. A department chair or dean who has similar doubts should initiate discussion with the faculty member; and any other faculty member with such concerns should raise them with the chair or dean, who should take appropriate steps. The faculty member must seek a decision on what is appropriate in these situations from the Provost, who will make a written record of the decision. Advice may also be sought from the President of the Faculty. Confidentiality shall be protected to the fullest extent possible.

### **3-H POLITICAL PARTICIPATION**

As citizens, the faculty members of the University have the same rights and responsibilities of free speech, thought, and action as all American citizens. Their position, however, imposes special obligations, such as emphasizing that they are not institutional representatives, and exercising appropriate restraint.

For the protection of both faculty members and the University, faculty members campaigning as political candidates for state or federal offices will do so on their own time. For the period of such candidacy, it is required that they obtain personal leave of absence under Section 3-E (8) or continue work at the University on a part-time basis under Section 3-E (10). Such leave of absence is not a sabbatical leave and, if full-time, is also without pay.

Leave of absence is not required of faculty members who become candidates for or are elected to offices of a temporary or part-time nature, such as a membership on a municipal charter revision commission, delegate to the State Constitutional Convention, a member of a local school board, or a holder of municipal office.

This policy is intended to safeguard the freedom of speech, thought, and action of faculty, and to avoid impairment of the significant contributions they are capable of making toward improved local, state, and federal government.

### **3-I OUTSIDE ACTIVITIES OF FACULTY MEMBERS AND CONFLICTS**

The University of Southern California encourages faculty involvement in outside consulting, research, and professional activities, as well as community service. However, since the primary responsibility of a full-time faculty member is to the University, limits on outside activities must be set. Outside research, consultation, educational work and relationships with industry shall be in accord with the relevant University policies as well as the general policies on conflict of interest and conflict of commitment. Within the limits specified, such activities provide an opportunity for the professional development of the faculty member and the enhancement of the University's impact beyond the classroom and laboratory. However, the facilities and services of the University may not be used in connection with compensated outside effort except to a purely incidental extent, or for appropriate University-determined compensation and in accord with University regulations.

#### **3-I (1) Conflict of Interest**

##### *3-I (1) (a) In General*

Each full-time faculty member owes primary professional responsibility to the University and shall be alert to the possibility that outside obligations, employment, and financial and professional interests, including those of their

close family members or those of anyone with whom they have intimate relationships, can affect their objectivity, decision-making, as well as other responsibilities to the University.

To assist faculty members in understanding possible conflicts of interest or other problems that may develop, and to alert the individual, the department chair, and the University to potential conflict of interest, policies are posted on the University Policies website (<http://policy.usc.edu>).

Conflict of interest and conflict of commitment policies regulate outside activity which:

- is inconsistent with a faculty member's responsibilities to USC , or
- creates a conflict or appearance of conflict with any USC program (including working for another educational or research institution), or
- dilutes USC's academic stature, or detracts from the prestige of the University or the professional stature of the faculty member, or
- unduly impinges on the faculty member's primary responsibilities with the university, or
- takes more than one day a week, on average.

### *3-1 (1)(b) Disclosure of Outside Activities*

All outside employment, as well as other outside activities or personal relationships described in the University policy (<http://policy.usc.edu/conflict-of-interest/>), must be disclosed through the "diSClose" online system (<http://disclose.usc.edu>).

If in doubt concerning the possibility of conflict arising from a consulting or other remunerative activity, the faculty member should report it. This responsibility to report continues through the summer and while on leave.

The Office of Compliance serves as a resource for information about government and University policies and regulations regarding conflict of interest. (See also policies posted on the University Policies website (<http://policy.usc.edu>)). This office bears responsibility to collect this information and disseminate it to the deans of the schools and colleges of the University and to other administrative personnel. Thus, faculty members who report to them and who are working on government-sponsored activities are kept abreast of policies and regulations touching upon conflict of interest.

### *3-1 (1)(c) Other Disclosure of Conflicts*



In University decision-making (including participating in recommending appointments, promotions, or granting of honors) a faculty member shall disclose to fellow members of a committee making the recommendation, and also to the dean or Provost, any current or previous relationships that create the appearance of a conflict of interest (including mentoring, teaching, patient or client, dissertation supervision, or co-authorship.)

### **3-I (2) Absences and Similar Conflicts of Commitment**

(a) Faculty members have a binding obligation to discharge instructional and other regular duties, and performance of these duties may be impaired by any other activity requiring a large portion of time. It is important that students receive the instruction the curriculum envisages and almost always from the instructor of record.

(b) Faculty members who belong to professional associations and societies or who serve on scholarly or advisory bodies in their field of expertise will necessarily be absent from campus on occasion, but such absences are subject to the review of the department chair, division head, or dean on how the individual's instructional and other responsibilities will be met. There may be other good reasons, acceptable to the chair or dean that justify brief absences from the faculty member's usual obligations.

(c) For brief absences, faculty members shall make appropriate arrangements subject to the review of the chair or dean as requested and according to University and school policies, so that absences interfere only minimally with their normal teaching and other responsibilities. (See also policies posted on the University Policies website: (<http://policy.usc.edu>). For lengthy or frequent periods of absence, however, a faculty member must seek an approved leave (statutory Family Care and Medical Leave, medical, parental, or personal leave of absence) and may qualify for disability benefits. Neglect of duty, in accordance with Section 8-C, may occur if there is excessively lengthy or frequent absence due to illness or other reason, if taken without obtaining an approved leave.

(d) The Provost may place on leave without pay faculty members who are absent for more than two consecutive weeks without an approved leave, vacation, or permission from the dean or the dean's designee.

(e) All outside employment, as well as other activities described in the University policy (<http://policy.usc.edu/conflict-of-interest/>) which pose potential conflicts of commitment, must be disclosed through the "diSClose" online system (<http://disclose.usc.edu>).

### **3-I (3) Outside Consulting, Research, and Clinical Practice**

Many faculty have the opportunity to receive recognition and remuneration through consultation beyond their University employment. The nature of the

consulting work should be evaluated in terms of its worth as a scholarly experience and should in no way detract from the prestige of the University or the professional stature of the faculty member. (This is not intended to interfere with general personal or nonprofessional activities of the faculty member.)

The University obligations of faculty members are complex and the degree to which obligations are met cannot easily be ascertained by time records or publications lists. As a result, the University has established limits on the amount of time that normally can be devoted to outside consulting work (in addition to the requirements referred to in subsections (a), (b), and (c) of Section 3-1(1).) A full-time faculty member may not consult more than one day per week on average during the contract period of service.

In rare instances, circumstances may warrant an exception to this policy. Requests should be made prior to the period during which consulting will take place. Approval must be secured from the Provost.

In addition to external consultation, a faculty member may engage in clinical practice for a University-approved faculty practice plan corporation, within the terms of the appropriate school or departmental practice plan and as approved by the dean. Full-term status for purposes of benefits, governance, and applicability of University policies may be extended to such faculty even though the extent of their practice with the practice plan corporation means that the professional services provided directly to the University are less than full-time.

It should always be borne in mind that consulting is a conditional privilege granted by the University. As such, the University is the final judge of the appropriateness of the outside activity and whether it unduly compromises the faculty member's primary responsibilities implicit in his or her contract for full-time employment with the University.

(a) All outside employment, as well as other activities described in the University policy (<http://policy.usc.edu/conflict-of-interest>), must be disclosed through the "diSClose" online system (<http://disclose.usc.edu>).

(b) Compensated external research is subject to (1) the same time limitations as external consultation; (2) the policy of Conflict of Interest in Research (<http://policy.usc.edu/research-conflict-interest/>); (3) the policy on Conflict of Interest in Professional and Business Practices (<http://policy.usc.edu/conflict-of-interest>); and (4) the duty to disclose through the "diSClose" online system (<http://disclose.usc.edu>).

(c) Healthcare providers must also comply with the policy on Relationships with Industry (<http://policy.usc.edu/industry-relationships/>).

### **3-I (4) Outside Educational Work**

Faculty members occasionally have the opportunity to receive recognition and remuneration through activity as an educator with outside institutions while holding a USC faculty appointment. Any faculty member, full- or part-time, may be an educator, or hold a faculty appointment, at another institution or enterprise upon the written prior approval of the Executive Vice Provost. All outside employment, as well as other activities described in the University policy (<http://policy.usc.edu/conflict-of-interest/>) which includes educational work and faculty appointments, must be disclosed through the "diSClose" online system (<http://disclose.usc.edu>).

#### *3-I (4)(a) Process*

Faculty should submit a request for advance approval, for work at another college or university, or instruction or course creation for other outside enterprises. If the individual making the request has a department chair, the request should be submitted through the chair; it then goes to the dean; and the request and evaluation of the request by the chair and dean then go to the Executive Vice Provost for decision. Faculty may seek advice in these situations from the Executive Vice Provost and the President of the Faculty. Department Chairs and Deans can make recommendations, but the decision for approval lies with the Executive Vice Provost. Faculty may appeal the Executive Vice Provost's decision to the Provost.

#### *3-I (4) (b) Criteria*

The standard to be applied is whether the outside work may be inconsistent with a faculty member's responsibilities to USC, create a conflict or appearance of conflict with any USC program, dilute USC's academic stature, detract from the prestige of the University or the professional stature of the faculty member or unduly impinge on the faculty member's primary responsibilities with the university.

Examples of situations typically approved are: (1) responding to a request from a peer institution, after identifying the special or emergency needs that occasion their request, and (2) outside teaching where the added value of the corresponding USC offering is clear, and the work does not impinge on the faculty member's responsibilities with the University. Some examples typically disapproved are: (1) outside teaching that largely duplicate a course in the USC curriculum, whether or not currently taught or taught by the individual making the request, (2) outside work that dilutes USC's academic stature, and (3) outside work that interferes with the individual's USC responsibilities.

Activities such as lectures at professional societies, occasional guest lectures, or community activities, that are pro bono or awarded an honorarium, generally do not require approval under this section.

Schools shall keep the Executive Vice Provost informed in a timely fashion concerning any concurrent activity as an educator to be done by a faculty member of their unit at other institutions

*3-I (4)(c) Dual Tenure*

Faculty may not hold tenure simultaneously at two institutions except with approval of the President.

**3-I (5) Endorsements**

Any action of a faculty member that might seem to commit the University to an endorsement (e.g., of a business, private practice, product or service, or political position) should be avoided unless expressly authorized in advance by the Provost. A faculty member may state his or her academic position for identification in the media, or as part of a biographical note.

**3-J CANDIDACY FOR DEGREES**

Faculty members shall not be candidates for degrees in the same department or program in which they have an appointment. In addition, assistant professors on the tenure track should not simultaneously be candidates for degrees anywhere. Individual exceptions may be made only with the approval of the Provost or of a special committee appointed by the President.

## Chapter 4

# Faculty Appointment, Promotion, and Tenure

## Chapter 4. **FACULTY APPOINTMENT, PROMOTION, AND TENURE**

<b><u>4-A AUTHORITY</u></b> .....	<b>4</b>
<b><u>4-B FACULTY DESIGNATIONS AND ORGANIZATION</u></b> .....	<b>4</b>
4-B (1) <u>Titles and Modifiers</u> .....	4
4-B (2) <u>Academic Titles Currently in Use</u> .....	4
4-B (3) <u>Policies</u> .....	8
4-B (4) <u>Maintaining the Tenure System</u> .....	10
<b><u>4-C APPOINTMENTS</u></b> .....	<b>12</b>
4-C (1) <u>Appointments to Tenure and Tenure-Track</u> .....	12
4-C (2) <u>Appointments to Research-Track, Teaching-Track,         Practitioner-Track, and Clinical-Track</u> .....	12
4-C (3) <u>Joint Appointments</u> .....	13
<b><u>4-D LENGTH OF APPOINTMENT</u></b> .....	<b>13</b>
4-D (1) <u>Probationary Period for Tenure-Track Faculty</u> .....	13
4-D (1.5) <u>Committee on Deadlines and Leaves</u> .....	14
4-D (2) <u>Term of Employment for Research-Track, Teaching-Track,         Practitioner-Track, and Clinical-Track Faculty</u> .....	15
<b><u>4-E CONDITIONS OF TENURE</u></b> .....	<b>16</b>
<b><u>4-F EVALUATION, REAPPOINTMENT, AND PROMOTION     OF TENURE-TRACK AND TENURED FACULTY</u></b> .....	<b>16</b>
4-F (1) <u>The Dossier</u> .....	16
4-F (2) <u>Evaluation Process</u> .....	17
4-F (3) <u>Non-Reappointment for Full-Time Probationary         (Tenure-Track) Faculty</u> .....	19
<b><u>4-G EVALUATION, REAPPOINTMENT, AND PROMOTION</u></b>	

OF RESEARCH-TRACK, TEACHING-TRACK,  
PRACTITIONER-TRACK, AND CLINICAL-TRACK FACULTY .. 20

4-H ADVISORY COMMITTEES ON APPOINTMENTS,  
PROMOTIONS AND TENURE ..... 21

4-H (1) University Committees ..... 21

4-H (2) School or Divisional Committees on Appointments,  
Promotions and Tenure ..... 22

3  
-  
2  
6

## **4-A AUTHORITY**

The University Bylaws provide in Section 6.4 (d) that

*The President of the University shall have full power of appointment, direction, and supervision of the faculties and the organization thereof.*

The Provost may make appointments and promotions at any rank. The Provost is the only official delegated by the President with the authority to grant tenure, make appointments of associate professors and professors on the tenure-track, or award special designations and continuing appointments. The President may delegate to the deans authority to make other appointments and procedures for those appointments may be abbreviated from the appointment procedures used for senior tenured appointments by agreement between the academic units and the Provost.

## **4-B FACULTY DESIGNATIONS AND ORGANIZATION**

### **4-B (1) Titles and Modifiers**

From time to time updates to the list of Academic Titles Currently in Use, Section 4-B (2) are approved by the Provost. For updates to this list, the Provost will seek the advice of the Academic Senate Executive Board. See Section 4-C (2).

Individual schools may, with Provost's permission, use titles from this list; special approval from the Provost, based on unusual circumstances, must be obtained to use a title outside the specifications of this list. When a faculty member has an administrative assignment the dean or Provost may add an administrative title in addition to the faculty title.

### **4-B (2) Academic Titles Currently in Use**

#### *4-B (2)(a) Tenured and Tenure-Track*

##### **INSTRUCTOR IN <DISCIPLINE><sup>1</sup>**

Entry-level position, generally for those who have not yet completed their terminal degree.

##### **ASSISTANT PROFESSOR OF <DISCIPLINE>**

Entry-level position, generally for those who have completed their terminal degree.

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1. Wherever "Discipline" is shown in this list it includes, at the school's option as its faculty deem appropriate, discipline, inter-disciplinary area, department, or school.



ASSOCIATE PROFESSOR OF <DISCIPLINE>  
Senior faculty rank.

PROFESSOR OF <DISCIPLINE>.<sup>2</sup>  
Highest faculty rank

#### *4-B (2)(b) Librarians*

Librarian, Assistant University Librarian, Associate University Librarian, University Librarian are faculty titles corresponding to the ranks of Instructor, Assistant Professor, Associate Professor, and Professors, respectively. Associate University Librarians and University Librarians are eligible for continuing appointment.

Health Sciences Librarians use the faculty titles Librarian I-IV. Librarians III-IV are eligible for continuing appointment. In the Law School, Law Librarian I-IV are the faculty titles used for all librarians. Law Librarian III-IV are eligible for continuing appointment.

Contract Librarian and Senior Contract Librarian are the faculty titles used for professional librarians on contract status who are not eligible for continuing appointment.

#### *4-B (2)(c) Clinical Scholar, Professor of <Discipline> (Teaching) with Distinction and Similar Titles*

For individuals who have gained high scholarly or artistic distinction in their fields, primarily engaged in clinical, creative, or professional practice, teaching or research, but whose effort profile or type of research or creativity differs from that of tenured faculty. It is a high honor that may be awarded by the President of the University on evidence of leadership and impact in the field after recommendation by a school committee and dean, and the University Committee on Appointments, Promotions and Tenure. It is equal in status and dignity with tenure though without the employment guarantees of tenure. It is differentiated from the clinical titles mentioned below.

- Professor of <discipline> (Teaching) with Distinction (or title as approved by the Provost) – whose contracts will be renewed on the same terms (unless there is a decision to terminate (see Section 4-G)
- Professor of <discipline> (Clinical Scholar) – may be listed publicly as Professor of <discipline>
- Professor of <discipline> (Clinical Educator)
- Artist in Residence

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<sup>2</sup> Whenever “Professor” is shown subsequently in this list, it includes the options of Instructor, Assistant Professor, and Associate Professor.

*4-B (2)(d) Full-Time Research-Track, Teaching-Track, Practitioner-Track, And Clinical-Track Faculty*

RESEARCHERS

For individuals engaged primarily in conducting research, usually on external funding; may engage only in limited teaching and only as an ancillary responsibility: Research Professor of <discipline>; Professor (Research) of <discipline>; in the medical school, Professor of Research <discipline>.

LECTURERS

For individuals engaged primarily in teaching USC credit courses and teaching-related duties, with reduced obligation for scholarship: Lecturer, Senior Lecturer, Master Lecturer;<sup>3</sup> Clinical Professor of <discipline>; Professor (Teaching) of <discipline>; Professor of Clinical <discipline>; in the Law School, Professor of Lawyering Skills.

PRACTITIONERS

For individuals who have demonstrated excellence and effectiveness in the public practice of a field of expertise, and who are engaged primarily either in clinical practice, teaching or research, with reduced expectation in the other areas: Lecturer; Practitioner of <discipline>; Professor of <discipline> Practice; in the medical school, Clinical Professor of <discipline>

CLINICIANS

For individuals primarily engaged in clinical practice, clinical or skills teaching, and clinical research, who demonstrate excellence in one of these areas and strengths in the other two, but who do not have the same scholarly obligations as tenure-track faculty: Professor of Clinical <discipline>; in the law school, Clinical Professor of Law;

MATHEMATICS

As an exception, the title Assistant Professor of Mathematics may be used for a research-track, teaching-track, practitioner-track, and clinical-track appointment in mathematics awarded to faculty who have recently obtained their degrees and who are involved in research and teaching with reduced obligation for university service. Such appointments may be made, based on careful academic review, up to three years, with no possibility of renewal thereafter.

*4-B (2)(e) Visiting Faculty*

For individuals on temporary appointment who are: (a) on leave from another university or college; (b) on leave from industry, government, an artistic career, or the professions; or (c) citizens of another country limited by their visas to temporary service, and who also satisfy either clause (a) or clause (b).

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<sup>3</sup> Whenever "Lecturer" is shown subsequently in this list, it includes the options of Senior Lecturer and Master Lecturer.

Not appropriate for other faculty who are hired on a short term or temporary basis.

Appointed for up to one year. May be renewed for up to a second year by permission of the Provost.

If a visiting faculty member receives a tenure-track faculty appointment, the period of the visit is counted as part of the probationary period, unless the Provost on behalf of the President decides otherwise after advice of the Committee on Probationary Deadlines.

#### *4-B (2)(f) Part-Time Teaching-Track, Research-Track, Practitioner-Track and Clinical-Track Faculty*

For individuals with part-time appointments, without tenure and not subject to the up-or-or out rules for tenure: (a) Lecturer (part time); (b) for those whose USC faculty role is adjunct to a primary position or career, Adjunct Lecturer, Adjunct Professor of <discipline>; in the medical school, Adjunct Professor of Clinical <discipline>.

#### *4-B (2)(g) Voluntary Faculty*

For individuals who volunteer their services: Adjunct Professor of <discipline>; in the medical school, Adjunct Clinical Professor of <discipline>. Voluntary appointments are at will.

#### *4-B (2)(h) Academic Staff*

Whatever their title, individuals in the categories listed below have staff or student or post-doctoral status, or fall in some specially designated category, and are not designated as faculty.

- For individuals of special expertise, renown or promise, or who teach specialized subject matter, or who teach or do research on a temporary or long-term basis - and who are not members of the faculty:
  - Research Scientist
  - Artist in Residence, Executive in Residence, Scholar in Residence, Writer in Residence, or similar titles;
  - Postdoctoral Scholar, Postdoctoral Fellow, Postdoctoral Research Associate, Postdoctoral Teaching Fellow;
  - Visiting Scholar, Visiting Critic, or similar titles.
  - Senior Fellow.

- For assistants and associates: Teaching, Laboratory, and Research Assistants or Associates, and Assistant Lecturers
- For those who teach only in continuing education or other programs that do not carry USC credit toward a degree: Teacher
- For full-time staff employees approved to teach a course: Part-time Lecturer, or Adjunct Professor (at appropriate rank)
- For others: Non-faculty title as appropriate<sup>3</sup>

In general, the Provost may approve other titles as appropriate. With approval of the Provost, the modifier Distinguished may be added to any of these titles.<sup>2</sup><sup>6</sup>

*4-B (2)(i) Special Designations*

See Section 4-B (3)(d).

*4-B (2)(j) Emeriti*

See Section 10-A.

**4-B (3) Policies**

*4-B (3)(a) Full-time and Part-time Appointments*

Tenured faculty and tenure-track faculty, and librarians on continuing appointment or in positions leading to consideration for continuing appointment, are appointed on a full-time basis. Other faculty may be appointed on a full-time or part-time basis.

*4-B (3)(b) Tenure-Track Faculty*

Tenure-track faculty are those faculty on appointments that lead to consideration for promotion to tenure under the up-or-out rules specified in Section 4-F.

*4-B (3)(c) Academic Staff*

Academic staff titles are set out in Section 4-B (2)(h), and those in the categories listed there are not designated as faculty. They fall under non-faculty policies, whether as staff, students, post-doctorals, or some specially defined category. Such titles are conferred by the dean or Vice President of an academic unit, who will issue to the individual a letter stating title and responsibilities, and will inform the Provost of the conferring of this designation and its duration. These individuals have privileges for the use of the libraries

and other research facilities, eligibility for parking, bookstore privileges, and office space as available.

#### *4-B (3)(d) Special Designations*

The following special designations that modify faculty titles may be used. Appointments are made by the President.

For positions within a school, the appointment will follow a review of qualifications and recommendation by the dean and an appropriate school faculty committee. For positions that transcend any one school, the appointment will follow a review of qualifications and recommendation by the Provost and an appropriate university-wide faculty committee, such as a panel of the University Committee on Appointments, Promotions and Tenure or a committee of University Professors and Distinguished Professors.

After recommendation by such a school or university-wide committee, or the Committee on Professional Responsibility, a special designation may be withdrawn by the President

#### **DISTINGUISHED PROFESSOR**

Awarded on a very selective basis to those few professors in the University who have brought special renown to the University through their accomplishments.

The modifier is added to the existing title, e.g., "Distinguished Professor of English" or "Gregor Piatigorsky Distinguished Professor of Cello."

#### **UNIVERSITY PROFESSOR**

Awarded to a small number of professors who, because of their multi-disciplinary interests and significant accomplishments in several disciplines, qualify for an appointment that transcends any single field of study. Generally, a faculty member accorded this title also has a tenured faculty appointment in a specific academic unit.

"University Professor" is a separate title, and the individual continues to hold the existing title, e.g., "University Professor and Irene McCulloch Professor of Marine Biology."

#### **PROVOST PROFESSOR**

Awarded to outstanding interdisciplinary scholars who contribute to the university by attracting excellent faculty and graduate students while adding significantly to USC's culture of interdisciplinary research and education.

The modifier is added to the usual title, e.g., "Provost Professor of Psychology and Marketing"

#### NAMED PROFESSOR OR CHAIR

Awarded to a distinguished faculty member in a specific discipline or interdisciplinary area who is supported wholly or in part by funds given for this purpose. Named appointments are occasionally made by the University without endowment: such positions within a school are usually designated "Dean's Professor."

Named appointments without an endowment may also be made for eminent individuals from the arts, sciences, professions, business and community leadership who contribute to USC's academic life as set out in the individual appointment: such positions may be designated "Presidential Professor," or may honor one of the University's founders, usually as "Judge Widney Professor."

Named professorships and chairs are generally awarded on a fixed term basis, subject to renewal depending on the practice and customs of the school in which the appointment is made, or the appointment may be made on a continuing basis until withdrawn. Appointments are subject to University policy and the terms of the President's approval of the appointment.

If the named position is denominated in the same way as other appointments in the academic unit, the honor is combined with the regular title as a modifier, e.g., "Emory Bogardus Professor of Sociology"; however, if the named position has a unique denomination, it is a separate title and the individual continues to also hold the existing title, e.g., "Frank Baxter Professor of Teaching Shakespeare, and Professor of English."

#### CLINICAL SCHOLAR

See the list of Academic Titles Currently in Use, Section 4-B (2)(c).

#### IN RESIDENCE

The following titles and similar ones are appropriate for faculty members with special expertise or renown:

- Artist in Residence
- Executive in Residence
- Scholar in Residence
- Writer in Residence

### **4-B (4) Maintaining the Tenure System**

The tenure system is the principal form of faculty appointment, and tenured or tenure-track appointments are preferred whenever feasible. Tenure is indispensable to the success of our institution in fulfilling our obligations to students and to society. USC is committed to the tenure system.

(a) Research-track and clinical-track full time faculty are invaluable to help perform the research and clinical practice missions of the University, and teaching-track and practitioner-track faculty may be invaluable for our teaching

mission when it is academically desirable to make such appointments, for example to bring a practical orientation or to teach skills.

Part-time appointments are generally to be avoided, but are appropriate for individuals who are asked to teach a course because of special expertise and who have another full-time position or career. Any exceptions require special approval by the Provost. A part-time visiting appointment of an individual who holds a full-time appointment at a peer institution (AAU) may be made by a dean to meet one-time emergency needs for up to one year, without special provost's approval but observing other required processes. Adjunct titles are limited to those who already have a primary position or an equivalent artistic career.

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Having instructors who simultaneously teach at multiple academic institutions is not appropriate at USC. (See section 3-I (4) on requesting permission for outside teaching.)

Research-, teaching-, practitioner-, and clinical-track faculty are eligible to participate in faculty governance at both the school and University level, except in matters concerning tenure, in accordance with Academic Senate and Faculty Council rules.

(b) An individual holding a tenure-track faculty appointment must, by the end of the probationary period, either be granted tenure or be given a terminal appointment; such an individual cannot be retained or rehired on a non-tenured, full-time basis past the maximum probationary period except under extraordinary circumstances and with the approval of the Provost, including use of a research-track, teaching-track, practitioner-track, and clinical-track faculty title.

(c) When there is a proposal to appoint an individual to a research-track, teaching-track, practitioner-track, or clinical-track, position who previously had tenure-track faculty status, the proposal will be submitted for the Provost's approval. Documentation must be submitted to show that the individual actually will have the work profile of the appropriate track and that the proposal is appropriate within the tenure system. It would be particularly unusual to approve such a shift in the year leading up to the Tenure Decision Date.

(d) Each school policy shall maintain a limit for the maximum number of teaching-track faculty appointments, as a percentage of tenured and tenure-track faculty appointments, so as to preserve the tenure system as the principal form of faculty appointment.

(e) Periodically during the ongoing appointment of a research-track, teaching-track, practitioner-track, or clinical-track, faculty member, full-time or part-time, at three-to-five-year intervals as stated in approved school guidelines, the individual's performance should receive careful review by an appropriate faculty committee as to whether promotion is appropriate and whether reappointment

is appropriate. For faculty on multi-year appointments, the periodic assessment of performance should occur before the end of each appointment, preferably in the fall of the last year of the term. The relationship among the periodic assessment, merit reviews, and evaluations for promotion should be detailed in each school's Provost-approved guidelines.

## **4-C APPOINTMENTS**

### **4-C (1) Appointments to Tenure and Tenure Track**

Full-time tenure-track and tenured faculty<sup>3</sup> appointments are for service during the academic or fiscal year and are made<sup>2</sup> on the bases described below.<sup>6</sup>

#### *Instructor and Assistant Professor.*

Appointed on an annual basis with the possibility of renewal. A tenure decision shall be made in accord with the schedule described in established policy (see Section 4-D).

#### *Associate Professor.*

Generally comes with tenure, but if appointed without tenure, a decision on tenure shall be made in accord with the schedule described in established policy (see Section 4-D).

#### *Professor.*

Generally comes with tenure, but if appointed without tenure, a decision on tenure shall be made in accord with the schedule described in established policy (see Section 4-D).

Faculty members in their probationary periods are appointed for specific terms, in accordance with the customs of their academic units, of one to three years. The University is under no obligation to reappoint an untenured faculty member or to renew the appointment for the full probationary period (see Section 4-F (3)).

### **4-C (2) Appointments to Research-Track, Teaching-Track, Practitioner-Track, or Clinical-Track**

(a) Full-time research-track, teaching-track, practitioner-track, or clinical-track, faculty appointments are made in accordance with University policy and school-specific guidelines. All initial appointments of such faculty must be approved by the dean or Provost. Every school is required to maintain a written statement of guidelines on such faculty. See Section 4-G.

(b) Full-time research-track, teaching-track, practitioner-track, or clinical-track, faculty are treated equally with tenured and tenure-track faculty with respect to all fringe benefits as defined by the established faculty policies. However, Visiting Faculty are not generally eligible for retirement benefits. Schools may also extend eligibility for sabbatical leaves for research or other scholarly activity



(consistent with the candidate's expected faculty profile) or other prerequisites of tenured or tenure-track faculty on a categorical basis, or may provide for such extension on the basis of individual negotiation.

(c) Each school must have active participation by research-track, teaching-track, practitioner-track, and clinical-track, faculty members in faculty governance, including on faculty guidelines for those tracks, but not including matters concerning tenure and the tenure system. Part-time faculty are eligible to be elected or appointed to faculty governance bodies. The Academic Senate Constitution has provisions concerning participation in faculty governance by research-track, teaching-track, practitioner-track, and clinical-track, faculty (Article I, Sections 2 and 3).

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#### **4-C (3) Joint Appointments**

A joint appointment between two schools or divisions of the University may be tendered if the faculty member will teach or conduct research in both schools. A tenured appointment may be made, however, in only one school. Promotion to a higher rank for faculty holding joint appointments should be initiated by the school of primary appointment.

#### **4-D LENGTH OF APPOINTMENT**

##### **4-D (1) Probationary Period for Tenure-Track Faculty**

The Recommendation for Appointment Form requests specific information as to the number of years of continuous full-time service at other institutions in a faculty position where the individual is expected to do the scholarly or creative work we expect of a candidate for tenure. Such service at another institution shall count towards the faculty member's maximum probationary period. With three or more years of prior probationary service, the maximum probationary period shall be three years shorter.

##### *4-D (1)(a) Tenure Decision Date*

The Recommendation for Appointment Form, when approved by the Provost, also states the date before which a decision on tenure must be made at the University of Southern California and communicated to the tenure-track faculty member. This date, called the Tenure Decision Date, is 12 months before the expiration of the stated probationary period. The letter of appointment for each new faculty member must specify the Tenure Decision Date, which will be determined by the length of the school-specific maximum probationary period and any credit accorded for prior service. The letter should also explain the school-specific relationship (if any, see Section 4-F (2)(c)) between the decision on promotion and the decision on tenure. A signed copy of the faculty member's acceptance must be filed with the Provost.

*4-D (1)(b) Annual Review*

A new faculty member, like those already employed by the University, should be assured that his or her record shall be reviewed annually by his or her academic unit according to known and established procedures. There should be a particularly thorough review midway in the probationary period, normally in the third year. The University is under no obligation to reappoint an untenured faculty member or to renew the appointment for the full probationary period (see Section 4-F (3)).

*4-D (1)(c) Tenure at Appointment*

In unusual instances, an outstanding new faculty member may be recommended for tenure or promotion during or at the end of his or her first year. In this case, the original dossier may be resubmitted with clear evidence of continued achievement and collegial activity. Occasionally, an outstanding faculty member, such as one who already holds tenure at a peer institution, is accorded tenure at the time of appointment to the University of Southern California, upon the recommendation of the established committees and the dean and approval by the President.

*4-D (1)(d) Midyear Appointments*

If a tenure-track faculty member initially commences full-time academic duties on or after December 1, the remainder of that academic or fiscal year shall not be included in calculating the maximum length of the probationary period.

**4-D (1.5) Committee on Deadlines and Leaves**

*4-D (1.5)(a) Probationary Deadlines*

Unresolved questions concerning what prior service must or must not be counted, and other matters pertaining to the length of the probationary period, shall be directed to the Committee on Deadlines and Leaves, for its review and recommendations to the President. This review may take place before the appointment is accepted, or on request thereafter.

Section 3-E, Leaves of Absence, and Chapter 9, Academic and Family Life Balance, provide for excluding a certain amount of time in rank from the normal probationary period ("stopping the clock") which has the effect of adjusting the Tenure Decision Date. The Committee also gives its review and recommendations on requests to change a probationary deadline based on special circumstances.

The annual letter of reappointment or contract for each tenure-track faculty member shall reflect any adjustments to the Tenure Decision Date approved during the prior year.

In the event of emergency circumstances severely disrupting the University's regular operation, the Provost may declare the tenure clock stopped for an appropriate period, and extend deadlines correspondingly.

#### *4-D (1.5)(b) Research-Track, Teaching-Track, Practitioner-Track, and Clinical-Track, Promotion Deadlines*

If an approved school guideline establishes an up-or-out deadline for research-track, teaching-track, practitioner-track, or clinical-track, promotion, the faculty member may request "stopping the clock" under the same principles as apply for the tenure-track probationary period. See Section 4-D (1.5)(a). If the faculty member does not accept a decision by the dean on stopping the clock, the Committee on Deadlines and Leaves gives its review and recommendations to the Provost. In such cases, the Committee will include research-track, teaching-track, practitioner-track, or clinical-track faculty of the rank of associate professor or above, as well as tenured faculty.

#### *4-D (1.5)(c) Leaves*

If there is an appeal as to the grant or denial of a sabbatical or other research leave, the Committee on Deadlines and Leaves gives its review and recommendations to the Provost. If the case involves a research-track, teaching-track, practitioner-track, or clinical-track faculty member, the Committee will include research-track, teaching-track, practitioner-track, or clinical-track faculty of the rank of associate professor or above, as well as tenured faculty.

### **4-D (2) Term of Employment for Research-Track, Teaching-Track, Practitioner-Track, and Clinical-Track Faculty**

Research-track, teaching-track, practitioner-track, and clinical-track faculty are appointed to fixed-term contracts that must specify the starting and ending dates of the appointment and any specific duties of the appointment beyond the responsibilities stated in Section 3-B, and school guidelines. The date on which each appointment ends shall be specified in the appointment letter and any subsequent reappointment letter. That letter also constitutes adequate notice of non-reappointment, and the appointment will expire at the end of its term, unless there is a written renewal.

Research-track, teaching-track, practitioner-track, or clinical-track faculty appointments are not subject to the up-or-out rules of Section 4-F and do not lead to consideration for promotion to tenure.

A signed copy of the research-track, teaching-track, practitioner-track, and clinical-track faculty member's acceptance must be filed with the dean prior to commencement of employment.

However, optionally for those with annual contracts, the contract may state that it will roll over on the same terms unless there is a decision not to reappoint, with 90 days' notice or pay to the extent notice is less than 90 days. See section 4-G (2)(f) concerning the process for the decision.

#### **4-E CONDITIONS OF TENURE**

Tenure confers on its bearer the right to hold his or her position with pay until retirement. Only for adequate cause and through stipulated procedures may the faculty member be dismissed, demoted, or placed on indefinite leave without pay from that position.

Tenure and promotion are separate processes. Tenure should be considered on an individual basis and should be fully justified.

The President is empowered by the Board of Trustees to take action relating to appointments, promotions, demotions, dismissals, and assignments to indefinite leave, of all personnel holding tenured positions as defined herein. In such actions the President is advised by the Provost and the appropriate University committee, and may delegate his or her authority to the Provost.

Tenured faculty shall not be dismissed or demoted except for adequate cause as defined in Chapter 8, Faculty Dismissals.

Tenured or untenured faculty may be urged to apply for disability status in the event of physical or mental incapacity. The Provost may place tenured or untenured faculty on Special Leave of Absence upon proof of severe physical or mental incapacity. The intention is, whenever reasonable, that tenured or untenured faculty be returned from disability to active status. If the tenured or untenured faculty member does not return to active service after one year's absence, the Provost may terminate his or her appointment without formal proceedings. In such cases, financial benefits that have accrued as a result of service to the University shall not be forfeited.

Tenured faculty may be placed on indefinite leave without pay if reduction in faculty becomes necessary under extraordinary circumstances because of demonstrated financial exigency. Financial benefits accrued through their University service shall not be forfeited.

#### **4-F EVALUATION, REAPPOINTMENT, AND PROMOTION OF TENURE-TRACK AND TENURED FACULTY**

##### **4-F (1) The Dossier**

The dossier should present the evidence gathered by both internal and external peer review of a candidate's fitness for tenure, or for appointment or promotion as associate or full professor.

It should include candid, balanced and accurate assessment of the evidence by faculty departmental and school committees, department chair and dean, and external evaluators. Both internal and external evaluations shall be kept confidential to the full extent allowed by law, and shall be read only by the appointment, promotion and tenure committees, dean's office, and Provost's office.

Candidates for promotion and tenure should supplement their curriculum vitae with a personal statement outlining their accomplishments and goals in teaching and research and candidates for appointment from outside the University should do so whenever feasible.

The teaching record should be accompanied by evaluations of classroom instruction and all other pedagogic activity.

External letters of evaluation should be solicited from leading experts in the field chosen for their competence to judge the candidate's academic and, where appropriate, professional qualifications (to be documented by inclusion in the dossier of biographical information); wherever possible, such experts should be sought at peer universities, but it is recognized that they may be found elsewhere as well. Although some of the reviewers may be selected from a list of names provided by the candidate, most should neither be from that list nor have a close personal or professional relation with the candidate. The dossier must include all letters of evaluation received, as well as information on all those asked to give an evaluation who did not do so. The dossier also contains representative samples of the candidate's scholarship or professional performance and his or her service record.

#### **4-F (2) Evaluation Process**

##### *4-F (2)(a) Up or Out Decisions*

Careful evaluation of each faculty member shall be made at the time of consideration of grant of tenure, and at the time of consideration of promotion to associate professor whether those decisions are simultaneous or not. If those evaluations are positive, the faculty member shall receive a contract from the President stating the new status; if either decision is negative, the faculty member shall receive timely notice, as specified in Section 4-F (3), that his or her contract of employment with the University will not be renewed.

##### *4-F (2)(b) Peer Review*

The principles of academic freedom and tenure, which are firmly established in this and all other major American universities, rely on an established probationary period during which excellence in teaching and scholarly research can be demonstrated by faculty. An established probationary period only has significance if there is a definite time at which the probationary period ends.

A university is as strong as its faculty. A principle especially important to achieving a strong faculty is that the quality of a faculty member's work not be assessed by the potentially capricious judgment of any single person, but rather by a searching review by the faculty member's colleagues. This principle is given form by making sure that each faculty member is provided a Tenure Decision Date when this process of review must be completed, and ensuring that the President, as is required by his or her accountability to the Board of Trustees for maintaining the long-range quality of the institution, makes a final decision on the award of tenure based on this full and careful process of peer review by colleagues.

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#### 4-F (2)(c) *Alternative Tenure Timelines*

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- *Traditional timeline.* For faculty initially appointed as assistant professor, there shall be a formal review for promotion to associate professor and the grant of tenure by the sixth year of appointment, unless school-specific guidelines approved as provided in Section 4-F (2)(d) provide a different period as explained below. (Individual adjustments in the timeline for promotion to associate professor, the grant of tenure, or both decisions, may be made by the Provost after advice by the Committee on Probationary Deadlines, see Section 4-D (1)(f), or in unusual cases after advice by the University Committee on Appointment, Promotion and Tenure.)
- *Extended timeline.* An approved school-specific guideline may provide for a longer timeline for formal review for promotion to associate professor and grant of tenure. (The longer timeline may be school-wide or for designated disciplines.) For example, there may be an eight year probationary period instead of the traditional seven years.
- *Highly extended timeline with tenure at full professor.* An approved school-specific guideline may provide for formal review for promotion to associate professor without tenure by the sixth year of appointment, followed by formal review for the grant of tenure, (generally simultaneous with promotion to professor) by the end of the school-specific probationary period. The maximum school-specific probationary period is twelve years. Both the decision on promotion to associate professor, and the decision on grant of tenure, are up-or-out decisions. See Section 4-F (3).
- *Compressed timeline with tenure at full professor.* An approved school-specific guideline may provide for formal review for promotion to associate professor without tenure midway within the traditional probationary period, followed by formal review for the grant of tenure (generally simultaneous with promotion to professor) by the end of the traditional probationary period. Both the decision on promotion to associate professor, and the decision on grant of tenure, are up-or-out decisions. See Section 4-F (3).

#### 4-F (2)(d) *Process for Approving School-Specific Timelines*

Each change in school-specific guidelines is subject to approval by the Provost on the recommendation of the dean. Such a recommendation shall be made only if endorsed by the tenured and tenure-track faculty of the school, through a vote held by secret ballot. Unless a school specifically requests a change, the school's pre-existing policy shall remain in effect.

A faculty member holding a tenure-track (probationary) appointment at the time such a policy change comes into force will be considered under the policy in effect at the time of his or her initial appointment, unless the faculty member requests that the new policy apply and the Provost approves the request. Approval of such a request will not imply any modification in either rank or tenure status; no one shall be granted tenure or a promotion without a full review.

#### 4-F (2)(e) *No De Facto Tenure*

To ensure that a tenure decision is made following proper faculty review, every effort must be made to bring each case to the attention of the appropriate faculty reviewing bodies.

If formal review of a faculty member for promotion to associate professor has not been initiated by the beginning of the specified year as described above, or if formal tenure review has not been initiated by nine months before the Tenure Decision Date, or if any contractual timeline on promotion or tenure is missed, it is the duty of the faculty member to bring this to the attention of the Provost by written notice. The Provost shall then notify the appropriate school to commence the review procedure. There is no such thing as *de facto* tenure or tenure by default.

#### **4-F (3) Non-Reappointment for Full-Time Probationary (Tenure-Track) Faculty**

In the case of non-reappointment of a tenure-track faculty member, the faculty member shall receive notice of non-reappointment in writing as follows: (1) not later than February 15 of the first academic year of service; (2) not later than November 15 of the second academic year of service; (3) at least twelve months before the expiration of an appointment after two or more years at the University.

If the result of the promotion review to associate professor is to deny promotion to the faculty member, or if the result of the tenure review is to deny tenure, the faculty member shall be offered a terminal year of employment beyond expiration of the annual contract in place at the time of the decision and at the rank he or she held prior to review.

In the case of non-reappointment or terminal year notice, during this period the faculty member will continue to receive his or her full salary and benefits, but the faculty member's responsibilities may be altered by mutual agreement between the faculty member and the University. Alternatively, the Provost may authorize early termination of the faculty member's performance of duties; in such a case, the faculty member will receive compensation equivalent to salary for the notice period.

Faculty appointments expire at the end of the period of service as specified in Section 3-B (5) of Chapter 3, unless a different date is specified in the appointment letter or any subsequent reappointment letter.

#### **4-G EVALUATION, REAPPOINTMENT AND PROMOTION OF RESEARCH-TRACK, TEACHING-TRACK, PRACTITIONER-TRACK, AND CLINICAL-TRACK FACULTY**

(1) The University has no obligation to renew a research-track, teaching-track, practitioner-track, or clinical-track faculty appointment.

(2) University policies, and school-specific guidelines approved by the Provost under this subsection, address the question of review and recommendation procedures for appointment, reappointment or mid-contract termination of research-track, teaching-track, practitioner-track, or clinical-track faculty.

Procedures for appointment, reappointment and promotion shall provide thoroughness and documentation sufficient for evaluation of the suitability and qualifications of the candidate, and review and recommendation by an appropriate faculty body. Therefore, decisions on appointment, reappointment and promotion of faculty on full-time appointments shall only be done after review and recommendation by an appropriate faculty body. In addition, the adequacy of the process in each instance of non-reappointment will be reviewed by the Provost's delegate.

Procedures for reappointment and promotion do not apply to individuals on non-renewable contracts. Procedures for part-time faculty may be abbreviated with permission of the Provost.

Proposed guidelines of a school research-track, teaching-track, practitioner-track, or clinical-track are formulated by the Dean and faculty, acting through the faculty council or another appropriate faculty committee or, in some smaller units, the entire faculty. The proposed guidelines will be submitted for approval by the Provost and do not take effect until approved.

For each proposed set of guidelines submitted to the Provost, the Provost will seek the advice of the Academic Senate Executive Board on whether (a) the procedure used in formulating and endorsing the guidelines provided adequate means for the faculty to fulfill its responsibility for matters of faculty academic status; (b) the content of the proposed school guidelines is consistent with the



Faculty Handbook and other University policy; and (c) the proposed guidelines have no adverse University-wide implications.

(3) Contracts of research-track, teaching-track, practitioner-track, or clinical-track faculty may be terminated earlier than their stipulated end, with a minimum of 90 days' notice, if there is a bona fide need to do so (a) based on cutbacks in external sources of funding for the specific activity, or (b) based on substantial program change or departmental reorganization or substantial resource limitations in the school, or (c) based upon poor performance, in which case the Dean must consult first with the appropriate faculty committee, or (d) termination for cause, as determined by the Committee on Professional Responsibility under Section 6-AA (3). Adequate cause for a termination shall be one or more of the following: violations of academic freedom, misconduct, dishonesty, unmanaged or unreported conflict of interest, or moral turpitude.

Mid-contract terminations for poor performance determined at the school level should not be confused with terminations for cause determined by the Committee on Professional Responsibility; termination for poor performance is based on a failure to meet expectations that is less egregious and that does not entail the same opprobrium as termination for cause.

During any notice period the faculty member will continue to receive his or her full salary and benefits, but the faculty member's responsibilities may be altered by mutual agreement between the faculty member and the University. Alternatively, the Provost may authorize early termination of the faculty member's performance of duties. In such a case, the faculty member will receive compensation equivalent to the salary to the extent notice is less than 90 days.

#### **4-H ADVISORY COMMITTEES ON APPOINTMENTS, PROMOTIONS AND TENURE**

##### **4-H (1) University Committees**

The President receives the advice of the University Committee on Appointments, Promotions, and Tenure. This committee generally consists of at least six panels of four to eight faculty members, and the subcommittees described in the next two paragraphs. For nomination procedures, see Section 2-B (4)(a). The committee may use consultants or appoint ad hoc panels or members as necessary. A member of the University Committee on Appointments, Promotions and Tenure shall not participate in the deliberations on a dossier prepared by the academic unit within which he or she serves (such a unit would be a department in the larger schools or the school itself when that unit is not departmentalized.)

For librarians, the President receives the advice of the University Committee on Librarian Appointments, Promotions and Continuing Appointments. This committee generally consists of a single panel of four to eight members. For

nomination procedures, see Section 2-B (4)(a). The committee may use consultants or appoint ad hoc panels or members as necessary. A member of the University Committee on Librarian Appointments, Promotions and Continuing Appointments shall not participate in the deliberations on a dossier prepared by the specific unit within which he or she serves.

For research-track, teaching-track, practitioner-track, or clinical-track promotions, the President receives the advice of the University Committee on Research-Track, Teaching-Track, Practitioner-Track, and Clinical-Track Promotions whenever the dean has not agreed with the advice of faculty committees. The committee appoints ad hoc panels that include both tenured and research-track, teaching-track, practitioner-track, or clinical-track faculty, at the rank of Associate Professor or higher.<sup>6</sup> If the faculty member being considered is part-time, the ad hoc panel will, whenever possible, include a part-time faculty member at appropriate rank. Individuals shall not be appointed to panels deliberating on files prepared by the specific units in which they serve.

#### **4-H (2) School or Divisional Committees on Appointments, Promotions and Tenure**

In preparing all recommendations to the Provost, and in making delegated decisions on appointments and promotions, the dean receives the advice of faculty committees on appointments, promotions, and tenure. These committees are selected in accordance with school guidelines. In larger schools there are departmental as well as school faculty committees on appointments, promotions, and tenure. Some schools may utilize committees of the whole departmental or school tenured faculty, or divisional or institute faculty committees on appointments, promotions, and tenure. Committees (or committees of the whole) for research-track, teaching-track, practitioner-track, or clinical-track cases include tenured, tenure-track, and research-track, teaching-track, practitioner-track, or clinical-track faculty. Procedures for certain appointments are abbreviated as provided in Section 4-A.

## Chapter 5

3  
-  
2  
6

# Policies Pertaining to Research

## Chapter 5. POLICIES PERTAINING TO RESEARCH

<u>5-A RESEARCH PROPOSALS</u> .....	3
<u>5-B CLASSIFIED AND PROPRIETARY RESEARCH</u> .....	3
<u>5-B (1) Basic Principles</u> .....	3
<u>5-B (2) Exceptions</u> .....	4
<u>5-B (3) Scope and Applicability</u> .....	5
<u>5-C RESEARCH INVOLVING HUMAN<sup>3</sup>SUBJECTS</u> .....	5
	2
	6
<u>5-D PATENT POLICY</u> .....	5

## **5-A RESEARCH PROPOSALS**

All faculty-initiated proposals relating to research or training programs, whether made to private foundations, corporations, or government sponsors, must be transmitted to the prospective sponsor through regular USC channels, including the Department of Contracts and Grants. Approaches to private sources of funding for gifts must be coordinated with the Office of the Senior Vice-President, University Advancement, as well as submitted to the dean or Provost. See the University policies website (<http://policy.usc.edu>). All proposals for sponsored research or training programs should utilize the TARA system to document approvals by academic and administrative officers before submission to the Department of Contract and Grants. These should be prepared as far in advance of submission dates or deadlines as possible. For more information on the preparation process, please consult the Department of Contracts and Grants website (<http://research.usc.edu/dcg>).

## **5-B CLASSIFIED AND PROPRIETARY RESEARCH**

The University policy regarding participation in classified or proprietary research is not to accept or to renew extramural contracts, grants, gifts or other agreements that restrict the rights of the faculty to free conduct of inquiry or to free scholarly dissemination of results within a reasonable time, with the exception of the limited cases described below.

### **5-B (1) Basic Principles**

This policy is based upon adherence to four basic principles. The first of these is the critical importance of freedom of inquiry to the academic community. The University does not presume to impose limits on the freedom of the faculty in the choice of fields or methods of inquiry, and cannot allow outside agencies to do so. The second principle, closely linked to the first, is the importance of unrestricted scholarly dissemination of the results of research. Scholarly publication or other means of access by interested persons to such results, normally including underlying data and procedures or analysis as well as final results, are essential elements in the progress of knowledge. Similarly important is the third principle, that of open identification of the actual sources of funding for all sponsored programs. The University must be free to disclose the existence of a project, the general nature of the inquiry, and the level and duration of funding as well as the identity of the sponsor. Finally, the fourth principle involves the University's recognition and protection of the legitimate rights of an outside sponsor, especially in terms of patent issues or possible disclosure of proprietary information. Thus, the University may grant to a sponsor the privilege of review or temporary delay of publications as indicated under Exception (a) in Section 5-B (2).

## 5-B (2) Exceptions

Exceptions to the policy enunciated above are as follows:

(a) The University may permit sponsor review and delay (normally not to exceed three months and never to exceed one year), but not denial of publication of results, for one of the following reasons:

- If a project involves use of privileged, restricted, or export-controlled data from the sponsor;
- If a project is only one task or element of a larger program and the release of result must be coordinated with others; or
- If a project involves the development of a process or invention that may be patentable. These publications should suitably protect the sponsor's proprietary or confidential input data according to mutually agreed upon contractual requirements and normal standards of professional ethics.

(b) The University may consent to the preparation of privileged reports to a sponsor such as technical reports and other materials produced specifically in satisfaction of a contract, provided that the purpose and the general results of the research remain publishable. Such arrangements must be clearly established in the terms of agreement.

(c) The University may permit faculty with appropriate security clearance to have access to classified facilities or to classified information outside the University, provided that such access is necessary to the conduct of the research and that neither the conduct nor the general results of the research are treated as classified within the University.

(d) The University does not agree to participate in classified or export-controlled research, or research that otherwise restricts publication or identification of the sponsor, except in rare instances involving national security, exceptional national need, or other special circumstances. Proposals for such exceptions must be reviewed and approved by the Vice President of Research, (i) after review and recommendation by a standing committee of faculty from a broad range of disciplines appointed by the Provost, or (ii) in an expedited process without committee review only as specified in the University Policy on International Collaboration and Export Control.

(e) Finally, the University does not prohibit its faculty from engaging in individual consulting relationships with external organizations that may involve classified research. Normal University policies governing consulting activity will apply in all such cases, and care must be taken to prevent the appearance of University participation in the classified research.

### **5-B (3) Scope and Applicability**

This policy applies with equal force to all government, private, foreign-sponsored projects, and to all gift agreements. All agreements for sponsored projects must clearly state that University investigators retain full and free rights to publish the general results of their research in the manner accepted in the relevant discipline, except as provided in section 5-B (2).

### **5-C RESEARCH INVOLVING HUMAN SUBJECTS**

The University Institutional Review Boards (IRBs) are fully authorized to review all research proposals, whether funded or not, that are conducted by the faculty, staff, and graduate or undergraduate students, that involve the use of human subjects. The University IRBs have been established to comply with regulations of various federal agencies, and are committed to conducting biomedical and behavioral research involving human subjects under rigorous ethical principles. The IRBs are required to assure that:

- Research methods are appropriate to the objectives of the research;
- Research methods are the safest, consistent with sound research design;
- Risks are justified in terms of related benefits to the subjects;
- Subjects' privacy is protected;
- Subjects participate willingly and knowingly to the extent possible; and
- Research projects are monitored by the IRBs.

For more information on the IRB review process, please consult the USC Institutional Review Board website (<http://oprs.usc.edu>).

### **5-D PATENT POLICY**

A basic function of the University is to contribute to knowledge and culture by creative activity in all academic areas, and to disseminate the results of such creative activity by the most appropriate and effective means. The securing of a patent, in certain circumstances, may be the most appropriate and effective means of disseminating the knowledge involved, and it is the general policy of the University to encourage and support production of such patents for the purpose of dissemination of knowledge.

## Chapter 6

# **Providing a Safe and Professional Educational and Work Environment**



## Chapter 6. PROVIDING A SAFE AND PROFESSIONAL EDUCATIONAL AND WORK ENVIRONMENT

<b><u>6-A FOUNDATIONS</u></b> .....	<b>5</b>
<u>6-A (1) Equal Opportunity</u> .....	5
<u>6-A (2) Non-Discrimination and Affirmative Action</u> .....	5
<u>6-A (3) Academic Freedom</u> .....	6
<u>6-A (4) Advice and Counseling</u> .....	6
<u>6-A (5) Protected Characteristics</u> .....	7
<u>6-A (6) Relation to Other Policies</u> .....	7
<u>6-A (7) Definitions</u> .....	7
<u>6-A (8) Sources of Information</u> .....	8
<u>6-A (9) Fundamental Fairness</u> .....	9
<u>6-A (10) Scope</u> .....	9
<u>6-A (11) Government Regulations</u> .....	10
<u>6-A (12) Collegial Problem Solving</u> .....	10
<u>6-A (13) Non-Protected Class Matters</u> .....	10
<b><u>6-AA PROFESSIONALISM AND SANCTIONING</u></b> .....	<b>10</b>
<u>6-AA (1) Collegial Problem Solving</u> .....	10
<u>6-AA (2) Non-Protected Class Matters; Other Obligations</u> .....	11
<u>6-AA (3) Sanctioning Process</u> .....	11
<b><u>6-B POLICY AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION</u></b> .....	<b>13</b>
<u>6-B (1) Discrimination</u> .....	14
<u>6-B (2) Harassment Based on a Protected Characteristic</u> .....	14
<u>6-B (3) Other Harassment</u> .....	15
<u>6-B (4) Sexual Harassment</u> .....	15

<u>6-B (4.5) Non-Consensual Viewing, Recording, and Dissemination</u>	
<u>Sexual Harassment</u> .....	16
<u>6-B (5) Sexual Assault</u> .....	17
<u>6-B (6) Child Abuse</u> .....	18
<u>6-B (7) Stalking</u> .....	19
<u>6-B (7.5) Domestic Violence, Dating Violence, and Intimate</u>	
<u>Partner Violence</u> .....	19
<u>6-B (8) Retaliation</u> .....	19
<u>6-B (9) Disability Accommodations for Students</u> .....	20
<b><u>6-C HARASSMENT AWARENESS TRAINING</u></b> .....	<b>20</b>
<b><u>6-D PROCEDURES FOR COMPLAINTS</u></b> .....	<b>21</b>
<u>6-D (1) Complaints and Reports</u> .....	21
<u>6-D (2) Privacy and Confidentiality</u> .....	24
<u>6-D (3) Warning Against Retaliation</u> .....	26
<u>6-D (4) Notification</u> .....	26
<b><u>6-E INVESTIGATION</u></b> .....	<b>26</b>
<u>6-E (1) Designated Investigator</u> .....	26
<u>6-E (2) Informing the Responding party</u> .....	27
<u>6-E (3) Investigative Procedure</u> .....	28
<u>6-E (4) Investigator's Report</u> .....	29
<b><u>6-F RESPONSE TO INVESTIGATION/ APPEAL OF FINDINGS</u></b> ....	<b>30</b>
<u>6-F (1) Appeal of Findings, Conclusions, Sanctions</u>	
<u>and Corrective Actions</u> .....	30
<u>6-F (2) Omitted in this Edition</u> .....	31
<u>6-F (3) Disciplinary Action</u> .....	31
<u>6-F (4) Notifications</u> .....	31
<b><u>6-G RIGHT TO A HEARING</u></b> .....	<b>31</b>

<a href="#">6-G (1) In General</a> .....	31
<a href="#">6-G (2) Gender-Based Misconduct</a> .....	32
<b><a href="#">6-H SANCTIONS, PROTECTIVE AND REMEDIAL MEASURES, AND CORRECTIVE ACTIONS</a></b> .....	<b>33</b>
<a href="#">6-H (1) Interim Protective Measures</a> .....	33
<a href="#">6-H (2) Interim Remedial Measures</a> .....	34
<a href="#">6-H (3) Sanctions and Corrective Actions</a> .....	34
<b><a href="#">6-I CONSENSUAL RELATIONSHIPS</a></b> .....	<b>35</b>

## **6-A FOUNDATIONS**

### **6-A (1) Equal Opportunity**

The University of Southern California is an equal-opportunity educator and employer, proudly pluralistic and firmly committed to providing equal opportunity for outstanding persons of every race, creed, and background. The University strives to maintain a community in which each person respects the rights of other people to live, work and learn in peace and dignity, be proud of who and what they are, and to have equal opportunity to realize their full potential as individuals and members of society. To this end, the University places great emphasis on those values and virtues that bind us together as human beings and members of the Trojan Family. The University enthusiastically supports this principle in its entirety, and expects that every person associated with the University will give continuing support to its implementation.

### **6-A (2) Non-Discrimination and Affirmative Action**

The University is firmly committed to complying with all applicable laws and governmental regulations at every level of government that prohibit discrimination against, or which mandate that special consideration be given to, students and applicants for admission, and faculty, staff and applicants for employment, on the basis of any protected characteristic, as defined in Section 6-A (5).

This commitment applies to all of the University's educational programs and activities, including admissions, and all personnel actions including but not limited to recruiting, hiring, promotion, demotion, compensation, benefits, transfers, layoffs, return from layoff, provision of leaves, training, education, tuition assistance and other University programs. In addition, an otherwise qualified individual must not be discriminated against in, or excluded from, admissions, participation in educational programs and activities, or employment due to his or her disability. The University seeks compliance with all statutes prohibiting discrimination in education, including Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, and the Americans with Disabilities Act of 1990 which respectively prohibit discrimination. This good-faith effort to comply is made even when such laws and regulations conflict with each other. The University will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

All employment ads for faculty positions shall include the following notice:

*USC is an equal-opportunity educator and employer, proudly pluralistic and firmly committed to providing equal opportunity for*

*outstanding persons of every race, gender, creed and background. The University particularly encourages members of underrepresented groups, veterans and individuals with disabilities to apply.*

The job posting in the University online system should include the following full version.

*USC is an equal-opportunity educator and employer, proudly pluralistic and firmly committed to providing equal opportunity for outstanding persons of every race, gender, creed and background. The university particularly encourages members of underrepresented groups, veterans and individuals with disabilities to apply. USC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Further information is available by contacting [uschr@usc.edu](mailto:uschr@usc.edu).*

### **6-A (3) Academic Freedom**

Just as the University is committed to securing for its students, faculty and staff a safe educational and work environment free of harassment, it is equally committed to maintaining academic freedom as declared in Section 3-B (1)(a). Our academic community also recognizes that when harassment is committed against students or faculty it threatens their academic freedom.

The University recognizes that students are exposed to thought-provoking ideas as part of their educational experience, and some of these ideas may challenge their beliefs and may lead a student to claim that an educational experience is offensive. Therefore allegations of harassment that arise in the educational context will be considered in keeping with the University's commitment to academic freedom. The educational experience may include, for example, lectures, dialogues, assigned materials, and student assignments, and visual or written material as well as speech. The faculty member should carefully consider the class climate and ground rules around academic discourse, so that student learning is promoted but students are not unreasonably exposed to conditions in which harassment could easily arise.

### **6-A (4) Advice and Counseling**

A faculty member who is either a responding party or a reporting party under these policies may seek advice from the Academic Senate President and the Senate Committee on Faculty Rights and Responsibilities, recognizing that such communications are not confidential or legally privileged. Mediation and grievances are not available as a substitute for the process explained in this policy, and students who report sexual harassment by faculty will not be required to resolve the problem directly with the responding party. Advisers may be present as provided in Section 6-E (3), if required by Government regulations. Parties to grievances or dismissals before the Committee on Tenure

and Privileges Appeals under Section 6-G may have legal counsel participate as provided in Chapters 7 and 8.

Any person found to have been subjected to discrimination or harassment may access free counseling services through the University. Such services are also available to others who have been affected by harassment or discrimination, as well as to the person who engaged in the discrimination or harassment. Counseling for faculty is provided through the Center for Work and Family Life, and for students through the Engemann Student Health Center and Relationship and Sexual Violence Prevention and Services.

A student, faculty, or staff member who reports that that he or she has been a victim of sexual assault or sexual harassment, or any form of gender-based misconduct, committed by a faculty member will receive written notification of (a) rights and options; (b) existing counseling, health, mental health, victim advocacy, legal assistance, and other services available for victims both on-campus and in the community; (c) options for, and available assistance in, changing academic, living, transportation, and working situations, if so requested by the reporting party and if such accommodations are reasonably available, regardless of whether the reporting party chooses to report the crime to the Department of Public Safety or local law enforcement.

#### **6-A (5) Protected Characteristics**

The protected characteristics under this policy include race, color, national origin, citizenship, ancestry, religion, gender, gender identity, gender expression, sex, sexual orientation, age (40 or older), physical disability, medical condition, mental disability, marital status, pregnancy, veteran status, genetic information, and any other characteristic which may be specified in applicable laws and governmental regulations.

#### **6-A (6) Relation to Other Policies**

This policy deals with complaints against faculty members, as defined by University policy (see Section 6-A(10)). The substantive policies on behavior by students and staff are similar to this policy, with a separate process. For considering complaints against students; see student sexual, interpersonal, and protected class misconduct page on the University Policy website (<https://policy.usc.edu/student-misconduct>). For complaints against staff or anyone else who interacts with the University community, see the Office of Equity and Diversity website (<http://equity.usc.edu/sexual-harassment>). Some but not all of the provisions in this policy are required by law.

#### **6-A (7) Definitions**

6-A (7) (a)

Mentions of “this policy” refer to all of Chapter 6. “A student” refers to a USC

student. "Protected characteristics" are defined in Section 6-A (5). References to "discrimination, harassment, or retaliation" encompass any violation of this policy, mentions of "sexual harassment" in this Handbook encompass any gender-based violation of this policy and not just Section 6-B (4), and mentions of any prohibited behavior include threats or attempts to perform that behavior. "Action" and similar terms include failure to act when there is a duty to do so. "Designated Investigator" is defined in Section 6-E (1). References to the "Vice Provost" mean the official reporting to the Provost, who is trained in the requirements of Title IX and this policy, and who is designated by the Provost to take actions under this policy. When the official supervising the Office of Equity and Diversity is not available, another official, trained in the requirements of Title IX and this policy, who is designated by the Senior Vice President, Legal Affairs and Professionalism, will act instead.

#### *6-A (7)(b)*

"Government regulations" are defined in Section 6-A (11). Provisions in this Chapter mentioning those regulations are applicable to cases of alleged sexual assault, stalking, dating violence, or domestic violence; the University may also apply such provisions to other cases under this Chapter 6.

#### *6-A (7)(c)*

"University-authorized fact-finding processes" include, for example, the processes of the Office of Equity and Diversity, the Offices of Audit and Compliance, and the Office of Conduct, Accountability and Professionalism, the process to determine Scientific Misconduct, and the processes of affiliated institutions. The Office of Conduct, Accountability, and Professionalism deals with violations of University policies that have not been investigated by another office. University-authorized fact-finding processes should coordinate appropriately with one another, and may draw on reports from schools.

### **6-A (8) Sources of Information**

Questions regarding the application of the various rules and regulations concerning equal employment opportunity, affirmative action, and non-discrimination should be addressed to the Office of Equity and Diversity, [oad@usc.edu](mailto:oad@usc.edu). The Disabled/Veterans Affirmative Action Plan may be reviewed by employees and applicants upon request; for further information or to make an appointment during regular business hours, contact the Office of Equity and Diversity. The University's Title IX Coordinator, is Gretchen Dahlinger Means, Executive Director of the Office of Equity and Diversity, University Park Campus, Los Angeles, California 90089-0704, [oad@usc.edu](mailto:oad@usc.edu). The Americans with Disabilities Act Coordinator/ Section 504 of the Rehabilitation Act of 1973 Coordinator is Christine Street, [streetc@usc.edu](mailto:streetc@usc.edu). Further information on accommodations for disabilities is available from Human Resources Administration by contacting [uschr@usc.edu](mailto:uschr@usc.edu) or (213) 821-8111.

## **6-A (9) Fundamental Fairness**

### *6-A (9)(a) In General*

Procedures for disciplinary action shall provide a prompt, fair, adequate, reliable, and impartial process from the initial investigation to the final result. There will be equitable information gathering from both the reporting party and the responding party to the violation. For details on how these procedures are made specific, see the policies and practices of the Office of Equity and Diversity (<https://equity.usc.edu/>).

### *6-A (9)(b) In Title IX Cases*

If provided by Government regulations, both parties will be provided an equal opportunity to participate in any process that is part of a Title IX review, appeal of findings and conclusions, or grievance or dismissal hearings. There are no public hearings.

If provided by Government regulations, all proceedings, including the investigation, appeals and grievances, shall be conducted in a manner that (a) is consistent with the University's policies and transparent to the reporting party and responding party; (b) includes timely notice, of meetings; (c) provides the reporting party, the responding party, and appropriate officials timely and equal access to information that will be used after the fact-finding investigation during informal and formal disciplinary meetings and hearings; and (d) are conducted by officials who do not have a conflict of interest or bias for or against the reporting party or the responding party. For cases involving sexual assault, dating violence, domestic violence, and stalking, the proceedings must be conducted by officials who at a minimum, receive annual training on the issues related to dating violence, domestic violence, sexual assault, and stalking and on how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability.

The Office of Equity and Diversity will maintain detailed records of each informal and formal complaint, including individuals involved, investigative steps taken, documentation received, individuals interviewed, decisions reached, and reasons for decisions reached.

## **6-A (10) Scope**

This policy applies to all behavior by a faculty member while performing a University role; or on campus or at a facility of the University; or at an activity under the auspices of the University; or where the reporting party is a faculty or staff member, student, post-doctoral fellow, resident, applicant, patient, vendor, contractor, or visitor, or employee of an affiliate of the University; or which is determined through the investigation and sanctioning process to be adequate cause for discipline under Section 8-C. This policy applies to off-campus



misconduct when it falls within the purview of the prior sentence. The University will also consider the effects of off-campus conduct when evaluating whether there is a hostile environment on campus.

The specific University policy and procedure that apply depend on who is alleged to have committed the misconduct. This policy applies to behavior by a faculty member. For behavior by students, see student sexual, interpersonal, and protected class misconduct, see the University Policy website (<https://policy.usc.edu/student-misconduct>); for behavior by staff or anyone else who interacts with the University community, see the Office of Equity and Diversity website (<http://equity.usc.edu/sexual-harassment>).

### **6-A (11) Government Regulations**

Mentions of “government regulations” refer to the following.

- i. Federal Government regulations, 34 CFR 688.46(k), issued under the Violence Against Women Reauthorization Act (VAWA) of 2013, Public Law 113-4. Provisions in this Chapter mentioning those regulations are applicable to cases of alleged sexual assault, stalking, dating violence, or domestic violence; the University may also apply such provisions to other cases under this Chapter.
- ii. California Education Code §67386, enacted by state law SB 967, which requires the trustees to adopt certain policies for cases involving students.
- iii. Title IX, Patsy Mink Equal Opportunity in Education Act, Public Law No. 92-318, and Federal Government regulations issued under Title IX.

Measures required by government regulations must be applied as required by law, but may be extended at the University’s discretion to other proceedings under this policy.

### **6-A (12) Collegial Problem Solving**

Moved to Section 6-AA (1) in this version of the Handbook.

### **6-A (13) Non-Protected Class Matters**

Moved to Section 6-AA (2) in this version of the Handbook

## **6-AA PROFESSIONALISM AND SANCTIONING**

### **6-AA (1) Collegial Problem Solving**

Situations damaging to collegial relations may sometimes arise. To deal with such situations, the Academic Senate has established a panel on collegial

problem solving within the Senate's Committee on Faculty Rights and Responsibilities. A faculty member who has a complaint concerning the actions of a colleague (as opposed to a grievance of the sort described in Section 7-A) may contact the Academic Senate office to request a consultation with the panel.

This panel will be available for consultation and the informal resolution of disputes or other problems that may arise among faculty colleagues (Grievances against administrators will be handled through the separate process described in Sections 7-A through 7-E.)

The panel does not give legal advice. If attempts at informal resolution are unsuccessful, the panel may recommend formal mediation or, with the assent of those involved, may refer the matter to the office of the Provost.

If those concerned wish, the panel will work on a confidential basis to the extent possible, but all participants should understand that the proceedings are not legally privileged from disclosure, and that complaints related to sexual harassment, discrimination or retaliation or to compliance with Government requirements will be reported for appropriate investigation.

## **6-AA (2) Non-Protected Class Harassment; Other Obligations**

Subject to due respect for the protection of academic freedom as described in Section 6-A (3), no faculty member may take actions that are harassing, abusive, or intimidating against another member of the University community, even if not based on a protected characteristic, if a reasonable person would have perceived them as objectively offensive. Faculty members have other obligations under this Handbook and other University policies, their contracts, and applicable government regulations (see, e.g., Office for the Protection of Research Subjects, <https://oprs.usc.edu/>; Guide to Research, <https://ooc.usc.edu/research-compliance/guide-to-research/>; and Office of Ethics and Compliance, <https://ooc.usc.edu/>.) Among the violations of obligations under the Handbook are those listed as adequate cause as defined in the first sentence of 8-C: neglect of duty, incompetence, violations of academic freedom, misconduct, dishonesty, unmanaged or unreported conflict of interest, or moral turpitude.

## **6-AA (3) Sanctioning Process**

### *6-AA (3)(a) Committee on Professional Responsibility*

The Committee on Professional Responsibility is a subcommittee of the Committee on Tenure and Privileges Appeals Committee. It is appointed by the Provost after consulting with the Chair of the Committee on Tenure and Privileges Appeals and the President of the Faculty. It will include past Presidents of the Faculty, if available, and research-, teaching-, practitioner-, or

clinical-track faculty members. Members of the committee are available to serve as members of ad hoc Sanctioning Panels.

#### *6-AA (3)(b) Referrals*

When a University-authorized fact-finding process (see Section 6-A(7)(c)) has concluded that a faculty member is not in compliance with the standards described in Section 6-AA (2), a referral may be made to a Sanctioning Panel.

#### *6-AA (3)(c) Sanctioning Panels*

Sanctioning Panels consist of members of the Committee on Professional Responsibility, established as provided in subsection (3)(a). Sanctioning Panels will function as provided in this Section 6-AA (3). Each Sanctioning Panel will be chaired by a past President of the Faculty, if available. In cases involving a research-, teaching-, practitioner-, or clinical-track faculty member, the Sanctioning Panel will include research-, teaching-, practitioner-, or clinical-track faculty, if available. In cases involving a tenured faculty member, the Sanctioning Panel shall consist only of tenured faculty. No member of a Sanctioning Panel may serve on a subsequent grievance panel or dismissal hearing board involving the same responding party's behavior.

The Sanctioning Panel will receive the findings and conclusions, and any other documents provided to both parties, from the fact-finding process. The Sanctioning Panel may receive additional information from the School and University relevant to the determination of sanctions and corrective actions. However, it does not hold a hearing or receive submissions from the parties. It will not re-evaluate the investigation or its factual findings or conclusions. The designated Vice Provost is a non-voting participant in the Sanctioning Panel's work and the Sanctioning Panel may delegate to the Vice Provost, within whatever parameters it sets, the timing of sanctions, and ancillary corrective actions and sanctions.

In cases referred under subsection (3)(b), sanctions and corrective actions may be determined under this section 6-AA (3), notwithstanding other Faculty Handbook provisions.

#### *6-AA (3)(d) Consideration of Dismissal of Tenured Faculty*

The Sanctioning Panel may make a recommendation to the Provost on whether the findings and conclusions meet the criteria stated in Section 8-C for adequate cause for dismissal of a tenured faculty member. The Provost may decide to bring formal charges and, if so, the charges shall be considered pursuant to the formal proceedings set forth in Section 8-D (2) commencing with Step 4. Formal charges are heard by a dismissal Hearing Board as provided in Step 5 of Section 8-D (2). It is up to the Provost to decide whether to file formal dismissal charges whether or not the panel has recommended them

#### *6-AA (3)(e) Other Sanctions and Corrective Actions*

The Sanctioning Panel may impose any sanctions or corrective actions under Section 6-H (3), other than dismissal of a tenured faculty member, whether dismissal charges are filed or not filed. The panel considers the seriousness of the case and all the circumstances.

#### *6-AA (3)(f) Appeal and Grievances*

The Sanctioning Panel's determination of sanctions and corrective actions may be appealed to the Provost's delegate under Section 6-F (1).

Thereafter a grievance may be filed as provided in Section 6-G if there is a claim that the decision by the Provost's delegate violated the grievant's rights.

#### *6-AA (3)(g) Other Processes*

The actions of Sanctioning Panels should not be confused with school consideration of performance on such matters as salary, reappointment, and termination of contracts for performance reasons (see, e.g., Sections 3-D(2), 4-F(3), 4-G (2) & (3)) or corrective or preventive measures taken by committees or offices under other university policies. (See, e.g., [https://research.usc.edu/files/2018/08/GuideToResearch\\_Summer2018.pdf](https://research.usc.edu/files/2018/08/GuideToResearch_Summer2018.pdf).)

### **6-B POLICY AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION**

The University of Southern California is committed to maintaining an environment that is free from discrimination and harassment, including sexual harassment. To carry out this University commitment, the University will not tolerate statements or actions that create a discriminatory or harassing work or educational environment.

Attempts or threats to commit acts prohibited by this policy, or to omit acts required by this policy, are prohibited. Complaints and witness statements that are not in good faith are also prohibited.

Any faculty member who violates this policy will be subject to appropriate disciplinary action for misconduct, which may include termination or dismissal for cause in accordance with applicable University policies.

This policy applies to all behavior by a faculty member while performing a University role; or on campus or at a facility of the University; or at an activity under the auspices of the University; or where the reporting party is a faculty or staff member, student, post-doctoral fellow, resident, applicant, patient, vendor,

contractor, or visitor, or employee of an affiliate of the University; or which is adequate cause for discipline under Sections 8-C. For behavior by students, see student sexual, interpersonal, and protected class misconduct, (<https://policy.usc.edu/student-misconduct>); for behavior by anyone else who interacts with the University community, see (<http://equity.usc.edu/sexual-harassment>).

### **6-B (1) Discrimination**

No faculty member may discriminate against anyone based on any protected characteristic, as defined in Section 6-A (5).

### **6-B (2) Harassment Based on a Protected Characteristic**

No faculty member may take actions that are harassing, abusive, or intimidating against anyone based on any protected characteristic, as defined in Section 6-A (5), or commit actions that adversely affect another because of a protected characteristic. Alleged misconduct does not have to be directed at a specific person or persons to constitute harassment. To find that an action creates a hostile environment it must be found that the action was both objectively and subjectively offensive, i.e., one that a reasonable person would find hostile or abusive, and one that the reporting party in fact did perceive to be so.

Such conduct may include, but is not limited to, the following examples, if a reasonable person would have perceived them as objectively offensive, and with due respect for the protection of academic freedom as discussed in Section 6-A (3):

- Ridicule, abuse, insults or derogatory comments that are directly or indirectly based on a protected characteristic;
- Offensive remarks about an individual's looks, clothing, or body parts, that relate to a protected characteristic;
- Offensive comments about an individual's racial, ethnic, or religious characteristics;
- Disparaging or offensive remarks about an individual's sex or gender whether or not sexual in nature;
- Offensive comments about an individual's religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding an individual's country of birth, ancestry, citizenship, or race;
- Negative comments regarding an individual's age when referring to employees 40 and over;

- Disparaging, intimidating, or offensive references to an individual's mental or physical impairment or disability;
- Disparaging and unwelcome racial or ethnic remarks, or disparaging and unwelcome racial or ethnic slurs, jokes, or epithets;
- Disparaging and unwelcome comments based on other protected characteristics;
- Offensive and unwelcome language directed at someone because of her or his gender or gender identity, or based on gender stereotypes;
- Any unwelcome verbal or physical behavior based on any protected characteristic when the behavior can reasonably be considered to adversely affect the work or academic environment, or when an academic, admissions, or employment decision or recommendation affecting the individual is based on his or her acceptance or rejection of such behavior.

*6-B (2)(a) Role of Title IX Coordinator*

The Title IX Coordinator will maintain overview of the investigation and resolution as provided in the relevant policy, and will be provided written notice of the complaint and investigation and, where sexual harassment is found to have occurred, will have overview of the steps the University will take in response in accordance with the relevant policy. In addition to disciplinary action taken as provided in this policy and steps to stop the harassment, the Title IX Coordinator will provide overview of all individual or systemic steps necessary to prevent recurrence, to eliminate any hostile environment, and to remedy the discriminatory effects of the harassment on the reporting party and others, as appropriate. Some of the steps and remedies that might be provided depending on the investigation findings are listed in Section 6-H.

**6-B (3) Other Harassment**

Moved to 6-AA (2)

**6-B (4) Sexual Harassment**

No faculty member may commit sexual harassment, defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment, appointment, admission, or academic evaluation; or

- submission to such conduct is used as a basis for evaluation in personnel decisions, academic evaluations, or admissions evaluations affecting an individual; or
- such conduct has the effect of unreasonably interfering with an individual's work or academic performance, or creating an intimidating, hostile, or offensive working or learning environment.

Sexual harassment includes, but is not limited to, the following examples, if a reasonable person would have perceived them as offensive and the reporting party perceived them as offensive, and with due respect for the protection of academic freedom as discussed in Section 6-A (3):

- written instances: suggestive or obscene communication via letters, notes, text messages, e-mails, any material distributed via social media, or any type of digital communication.
- verbal instances: derogatory comments, slurs, jokes, or epithets of a sexual nature or sexist remarks, discussions about sex or sexual activities, requests for sexual favors, repeated and unwelcome propositions for dates, or offensive sexual remarks about an individual's looks, clothing, or body parts when related to sex or gender.
- physical instances: leering, stalking, assaults, impeding or blocking movement, touching, or body contact.
- visual instances: inappropriate display of sexually explicit objects, pictures, cartoons, posters, computer screensavers, websites, movies, drawings, or sexual gestures.

#### **6-B (4.5) Non-Consensual Viewing, Recording, and Dissemination Sexual Harassment**

The privacy and dignity of all persons in the university community must be zealously guarded. No faculty member may:

- Observe or record by any means the nudity or sexual activity of another without that person's consent
- Allow another to observe or record the nudity or sexual activity of another without that person's consent
- Share images or recordings of the nudity or sexual activity of another without that person's consent

## **6-B (5) Sexual Assault**

No faculty member may commit sexual assault, defined as any physical sexual act (including, but not limited to, actual or attempted intercourse, sexual touching, fondling, or groping), perpetrated upon a person:

- without consent, or where consent is not freely given;
- where the assailant uses physical force, threat, coercion, or intimidation to overpower or control another; or where the reporting party fears that he or she, or another person, will be injured or otherwise harmed if he or she does not submit; or
- where the reporting party is unable to give consent. See Section 6-B (5)(a)(3).

For rules pertaining to past sexual history of the reporting party or the responding party with each other or with others, see Section 6-E (3).

### *6-B (5)(a) Consent*

#### *6-B (5)(a)(1) Affirmative Consent*

An affirmative consent standard applies in the determination of whether consent was given by both parties to sexual activity. "Affirmative consent" means affirmative, conscious, and voluntary agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent.

#### *6-B (5)(a)(2) Responding Party's Condition and Reasonable Steps*

In the evaluation of complaints in any disciplinary process, it shall not be a valid excuse that the responding party believed that the reporting party consented to the sexual activity under either of the following circumstances:

- The responding party's belief in affirmative consent arose from the intoxication or recklessness of the responding party.
- The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the reporting party affirmatively consented.



### *6-B (5)(a)(3) Reporting Party's Inability to Consent*

In the evaluation of complaints in the disciplinary process, it shall not be a valid excuse that the responding party believed that the reporting party affirmatively consented to the sexual activity if the responding party knew or reasonably should have known that the reporting party was unable to consent to the sexual activity under any of the following circumstances:

- The reporting party was asleep or unconscious.
- The reporting party was incapacitated due to the influence of drugs, alcohol, or medication, so that the reporting party could not understand the fact, nature, or extent of the sexual activity
- The reporting party was unable to communicate due to a mental or physical condition.

### **6-B (6) Child Abuse**

No faculty may commit an act of child abuse, including sexual abuse of an individual under 18 years of age.

All faculty and staff members are required to report any instances of known or suspected abuse, molestation or neglect relating to children. Please see Section 6-D (1)(b) and the University policy on Protecting Minors (<http://policy.usc.edu/protecting-minors/>). Reports must first be made to the Department of Children and Family Services Child Protection Hotline at (800) 540-4000, or to the LAPD (or the local law enforcement agency if outside the city of Los Angeles), and USC's Department of Public Safety (DPS) must also be immediately notified.

Examples of child abuse or neglect are:

- A physical injury inflicted on a child by another person other than by accidental means.
- The sexual abuse, assault, or exploitation of a child.
- The negligent treatment or maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. This is whether the harm or threatened harm is from acts or omissions on the part of the responsible person.
- The willful harming or endangerment of the person or health of a child, any cruel or inhumane corporal punishment or any injury resulting in a traumatic condition.

## **6-B (7) Stalking**

No faculty member may engage in stalking. Stalking is defined to mean intentionally engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress. "Course of conduct" means behavior composed of two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, engages in any of the following: monitoring, following, observing, threatening, surveilling, or communicating to or about a person, or interfering with a person's property. Tormenting behavior is prohibited equally with stalking. Tormenting behavior is defined as non-consensual willful conduct directed at a specific person that seriously alarms or annoys the person, that would have that effect on a reasonable person, and that serves no legitimate purpose.

## **6-B (7.5) Domestic Violence, Dating Violence, and Intimate Partner Violence**

No faculty member may commit domestic violence, dating violence or intimate partner violence, on or off campus. Such "violence" means the infliction or threat of physical harm against past or present intimate partners, and includes physical, sexual, and psychological abuse against the partner, that is assaultive, coercive, and controlling behaviors directed at achieving compliance from or control over, that partner. "Partner" means a person who is a spouse or former spouse, a cohabitant or former cohabitant, a person with whom he or she has a child, or with whom he or she has, or had, a dating or engagement relationship.

## **6-B (8) Intimidation and Retaliation**

No faculty member may threaten, attempt, or commit retaliation against anyone for bringing, in good faith, a complaint under this policy or applicable law; or participating in investigation of such a complaint; or protesting in good faith alleged discrimination, harassment, or retaliation against another; or exercising their rights or responsibilities under this policy. This prohibition includes threats of retaliation or other forms of intimidation that attempt to prevent anyone from doing any of these things.

Such retaliation may include, but is not limited to, the following types:

- Coercion, intimidation, interference, harassment, discrimination, or vexatious behavior;
- Adverse employment or academic action (or recommending that such action be taken), such as lowering a grade or a performance evaluation, giving a poor academic or employment recommendation, or causing the individual to be demoted or terminated or not promoted, hired, or admitted;

- Exclusion from employment or educational opportunities or limiting scholarly activities such as teaching, research, or publication;
- Limiting employment opportunities, such as providing a poor reference, or refusing to allow appropriate travel;
- Spreading negative information about the individual;
- Shunning or ostracizing an individual.

As provided in government regulations, the University, or an officer, employee, or agent of the University, may not retaliate, intimidate, threaten, coerce, or otherwise discriminate against any individual for exercising their rights or responsibilities under any provision of those regulations.

### **6-B (9) Disability Accommodations for Students**

The University is committed to full compliance with the laws protecting qualified students with disabilities. Not all disabilities will be apparent to faculty members. The professional staff of Disability Services and Programs (DSP) determines the necessary accommodations and services and issues accommodation letters that students present to their instructors.

Faculty members who have a student with disabilities in their class are required to provide the accommodations set out in the accommodations letter, and to make reasonable efforts as necessary to cooperate with the implementation of any accommodation. Faculty members are also required to maintain the confidentiality of students with accommodations.

In some cases, DSP must work collaboratively with a faculty member to implement an accommodation.

All course syllabi must include a required statement regarding students with disabilities. For information, see <https://dsp.usc.edu/faculty/faqs/>

Faculty should not modify or interpret on their own the accommodations stated in the letter, but should instead address any questions or issues to a DSP professional staff member at (213) 740-0776. Faculty who have unresolved questions, or who believe that an accommodation fundamentally alters the nature of their course, may speak with Lisa Toft, Director of DSP or Christine Street, Executive Director and ADA/504 Coordinator.

### **6-C HARASSMENT-AWARENESS TRAINING**

All faculty members must periodically complete required harassment-awareness training programs provided by the University. Additional examples of harassment are provided in this training. It is important for faculty and

supervisors to take this training even if they do not believe they need it. This is especially so for senior faculty, who are leaders of the academic community and role models for others. Taking the training as periodically required is not discretionary; it is part of the duties of each faculty member.

## **6-D PROCEDURES FOR COMPLAINTS**

### **6-D (1) Complaints and Reports**

#### *6-D (1)(a) Complaint by Person Subject to Discrimination, Harassment, or Retaliation*

Anyone who believes he or she has been discriminated against, harassed, or retaliated against in violation of this policy, or is otherwise directly affected by behavior prohibited by this policy, should report the fact to the Office of Equity and Diversity at 213-740-5086. If another faculty member receives or is informed of a formal or informal complaint, that person must report the matter to OED, as stated in Section 6-D (1)(b).

OED also oversees affirmative-action compliance. Complaints of gender-based sexual misconduct, including sexual harassment or Title IX violations, should be addressed to the University's Title IX Coordinator, Gretchen Dahlinger Means, CUB Building, University Park Campus, Los Angeles, California 90089-0704, 213-740-5806. Christine Street is the University's Americans with Disabilities Act/Section 504 of the Rehabilitation Act of 1973 Coordinator. If a complaint is against a student, contact either the Title IX Coordinator or Student Judicial Affairs and Community Standards (SJACS).

Reporting parties are expected to make their complaints as soon as possible. While there is no time limit to making a complaint to the University, delay in taking formal action with respect to an incident may foreclose other remedies under federal or state law, and can otherwise impede the investigation, due to changes in memory, or the reduced likelihood of finding witnesses.

#### *6-D (1)(b) Reports of Violations Under University Policy*

This Section 6-D (1)(b) deals only with responsibilities under University policy; for responsibilities under the law see Section 6-D (1)(c).

Any complaint may be reported to the Office of Professionalism and Ethics. OPE serves as a single, centralized resource for all complaint monitoring and investigations. Safety and security issues (non-emergency); harassment and/or discrimination in the workplace; code of conduct and compliance breaches; theft; fraud, waste and/or abuse; and ethical or conflict of interest violations may all be reported through the USC Help & Hotline at [213-740-2500](tel:213-740-2500) or [800-348-7454](tel:800-348-7454). (24 hours a day, 7 days a week) or through this website: <https://app.mycompliancereport.com/report.aspx?cid=uosc>

Complaints of gender-based misconduct, including sexual harassment or Title IX violations, should be addressed directly to the University's Title IX/OED offices.

(i) Any faculty member who receives or is informed of a formal or informal complaint involving our policy prohibiting discrimination, harassment, or retaliation, is required to immediately bring the matter to the attention of the Office of Equity and Diversity at (213) 740-5086. The same responsibility exists for a violation of Title IX.

Moreover, any faculty member who is aware of sex-based harassment must report it to the Title IX Coordinator regardless of whether a complaint is made.

Health-care professionals and any other individuals who are statutorily exempt from reporting should respect confidentiality.

A notification to the Office of Equity and Diversity shall preferably be in writing or by email and should include (1) all known information about the alleged or suspected discrimination, harassment, or retaliation; (2) the names of the reporting party and of the alleged offender(s), if known; and (3) any additional information which would enable the investigator to investigate the allegation.

(ii) The Office of Equity and Diversity will decide whether an investigation is appropriate in the circumstances; the person initially learning of the complaint must not make that decision or try to investigate or resolve the matter except under the guidance of OED.

No faculty member nor entity of the University other than the Office of Equity and Diversity should attempt to investigate, resolve, or adjudicate an apparent violation of any of these policies on discrimination, harassment or retaliation except under the guidance of the Office of Equity and Diversity (except as permitted by Section 6-F(1)) nor should any faculty member dissuade someone from making a complaint or participating in an investigation; it is for only OED to decide whether an investigation is appropriate in the circumstances, to investigate, and to reach findings and conclusions.

(iii) Any faculty member is required to report any known or suspected abuse, molestation or neglect related to children. See Section 6-B (6) and the University policy on Protecting Minors (<http://policy.usc.edu/protecting-minors/>). For other responsibilities, see the University policy on Reporting Wrongdoing at (<http://policy.usc.edu/protecting-minors/>).

### *6-D (1)(c) Legal Responsibilities*

This Section 6-D (1)(c) is to remind certain faculty members of responsibilities under the law; for responsibilities under University policy see Section 6-D (1)(b).

(i) Supervisors must promptly inform the Office of Equity and Diversity of any report to them of sexual assault or sexual harassment, under Title VII of the Civil Rights Act of 1964 and California's Fair Employment and Housing Act.

(ii) Responsible USC officials must promptly inform the Title IX Coordinator of any report of gender-based sexual misconduct, or other violation of Title IX, under Title VII of the Civil Rights Act of 1964 and California's Fair Employment and Housing Act, see 6-D (1)(a). Responsible USC officials include the Provost and all Vice Provosts; Deans of schools, as well as Vice Deans for Faculty and for Students; and any administrator of the rank of Assistant Vice President or above.

(iii) Campus Security Authorities must promptly inform the Department of Public Safety about any report of sexual assault or other crime within USC's geographic area, under the Clery Act (The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1990). Campus Security Authorities include any USC official who has significant responsibility for student and campus activities, including student discipline. The definition of CSA is found in the University's Annual Security Report (<https://dps.usc.edu/alerts/annual-report/>).

(iv) Those designated by law as a "mandated reporter" have an individual duty to report known or suspected abuse or neglect related to children, elders or dependent adults, under the Child Abuse and Neglect Reporting Act and the Welfare and Institutions Code. This requirement and the definition of "mandated reporter" are explained in the policies on Mandated Reporters, Protecting Minors, and Reporting Wrongdoing on the Policy website (<http://policy.usc.edu>).

### *6-D (1)(d) Other Information on Violations*

In the absence of a complaint or report, the University may initiate an investigation if it has reason to believe that this policy has been violated.

The University has an obligation to make reasonable efforts to investigate and address instances of sex discrimination when it knows about such instances, regardless of cooperation and involvement by the person allegedly subjected to the behavior.

### *6-D (1)(e) Complaints to Government Agencies*

In addition to notifying the University about unlawful discrimination, harassment, or retaliation, affected employees or other reporting parties also may direct their complaints to the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC), which have the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. The Office for Civil Rights (OCR) is responsible for enforcing laws prohibiting discrimination on the basis of race, color, national origin, disability, age, or sex. Any person who believes that the University has violated nondiscrimination or affirmative-action obligations as a Federal contractor may contact the Office of Federal Contract Compliance Programs (OFCCP). Contact information: DFEH: email [contact.center@dfeg.ca.gov](mailto:contact.center@dfeg.ca.gov) or <http://www.dfeh.ca.gov>. EEOC: 1-800-669-4000 (TTY 1-800-669-6820) or <http://www.eeoc.gov>. OCR: 1-800-421-3481 or <http://www2.ed.gov/about/offices/list/ocr/complaintinfo.html>. OFCCC: 1-800-397-6251 (TTY: 1-202-693-1337).

The crime of rape, or attempted rape, is a serious criminal act. It is the reporting party's right to choose whether to file a criminal report. The University encourages reporting parties to consider reporting these crimes. To report a crime, reporting parties may contact the Department of Public Safety (DPS), (213) 740-4321, 24 hours a day. Whenever a crime of a sexual nature is reported to DPS, they immediately notify the Los Angeles Police Department. In cases where the reporting party has requested that his or her name not be provided to the LAPD, DPS will honor that request. The LAPD (or the appropriate law enforcement agency if outside of Los Angeles) has the responsibility for the investigation of these crimes; DPS is not permitted to do so. Any report filed with DPS will be shared with the Title IX Coordinator.

### *6-D (1)(f) University Response - Sexual Harassment*

The University will respond to complaints, reports, or information about incidents of sexual harassment in order to stop prohibited conduct, eliminate any hostile environment, take steps to prevent the recurrence of sexual misconduct, and address any effects on campus from such conduct.

## **6-D (2) Privacy and Confidentiality**

### *6-D (2)(a) Privacy*

The University will respect and safeguard the privacy interests of individuals involved in reports under this policy to the extent possible. Privacy in this

context means that information related to a report made under this policy will generally be shared only with those University employees who need to know the information in order to assist in the review, investigation, or resolution of the report. These individuals will keep as private as possible information related to the report. If an investigation is pursued against a responding party, however, information will need to be shared with the responding party and, as appropriate, with relevant witnesses. To the extent a person making a report wishes to keep the reporting party's name private, this may limit the University's ability to investigate or discipline the responsible individual.

#### *6-D (2)(b) Confidentiality*

The University will also respect confidentiality as provided by law. Confidentiality is different from privacy. Confidentiality in this context means that information shared only with campus or community professionals who have legal confidentiality (such as licensed counselors or therapists) will only be disclosed with the individual's express written permission or as provided by law (where there is a continuing threat of serious harm to the individual or others, or where there is suspected abuse or neglect of a minor; or where disclosure to a third party is otherwise legally required.) An individual can seek confidential assistance and support by speaking with specially designated confidential resources. For information regarding confidential resources see Section 6-A (4).

#### *6-D (2)(c) Anonymous Reporting*

Students have the option to make anonymous reports of sexual misconduct by faculty, and may also anonymously access information about resources, through the University's Title IX website (<https://equity.usc.edu/title-ix/>) or Relationship and Sexual Violence Prevention and Services or Student Counseling Services (213-740-7711); similarly, faculty members may call the Center for Work and Family Life (213-821-0800). Such anonymous reports are confidential and do not trigger an investigation.

The University will, if so requested, keep as private as possible the identity of persons who report having been victims of domestic violence, dating violence, or intimate partner violence to the fullest extent of the law, but will inform the person making the report that keeping the reporting party's name private may limit the University's ability to investigate or discipline the responsible individual.

#### *6-D (2)(d) Medical and Counseling Records*

Medical and counseling records are privileged and confidential and a party will never be required to disclose them.



### **6-D (3) Warning Against Retaliation**

The Designated Investigator shall inform both parties that the law and the University's rules prohibit threatened, attempted, or actual retaliation against him or her for bringing a good-faith complaint, or against any participant in good faith in the investigation, or against any person who in good faith protests the alleged discrimination, harassment, or retaliation; and shall inform the reporting party that any incident of retaliation must be reported immediately to the Office of Equity and Diversity

In addition, when the Designated Investigator investigates the complaint, he or she shall warn the responding party that retaliation or threats or attempts to retaliate are strictly prohibited. See Section 6-B (8).

### **6-D (4) Notification**

Upon receipt of an allegation by or against a faculty member, the Office of Equity and Diversity shall notify the appropriate Dean and the Executive Vice Provost and the Vice Provost designated by the Provost for such matters.

## **6-E INVESTIGATION**

### **6-E (1) Designated Investigator**

The Office of Equity and Diversity is Designated Investigator under this policy.

The University may designate a different investigator and a different person to determine violations, each trained in the requirements of Title IX and this policy, if it determines it is appropriate.

For complaints that the Designated Investigator determines fall under Title IX or California Education Code §67386, mediation or other informal processes are not available.

#### *6-E (1)(a) Fact Finding*

The assigned investigator within the Office of Equity and Diversity will conduct a prompt, thorough, and impartial investigation of the complaint to find the facts, in accordance with the established policies and practices of the Office of Equity and Diversity. The responsibility is on the University, not the parties to the complaint, to gather the relevant evidence, to the extent reasonably possible, relating to a complaint, report, or other incident of misconduct under this policy of which the University has notice.

*6-E (1)(b) Conclusions as to Violations*

The executive director or designee of the Office of Equity and Diversity will determine whether the facts as found show that a violation of this policy has occurred.

If the Executive Director conducted the investigation the official who has authority over the Office of Equity and Diversity will designate a different official, trained in the requirements of Title IX and this policy, to make this determination.

*6-E (1)(c) Evidentiary Standard*

In matters under Title IX or California Education Code §67386, the evidentiary standard is a preponderance of evidence.

*6-E (1)(d) Conflict of Interest and Bias*

If the responding party or the reporting party believes there is a conflict of interest or bias involving the assigned investigator or the executive director in the Office of Equity and Diversity, he or she may call that to the attention of the Executive Director of that office, or to the official who has authority over the Office of Equity and Diversity, who may if appropriate designate different persons, trained in the requirements of Title IX and this policy.

*6-E (1)(e) Relation to Criminal Cases*

The University cannot and does not determine if the criminal law was violated. The University's investigation is independent of any criminal investigation. Reporting parties have a right to proceed simultaneously with a criminal investigation and a University investigation; the University may defer its investigation for a limited time for criminal fact gathering but will then promptly resume its investigation.

**6-E (2) Informing the Responding party**

In the conduct of the investigation, the Designated Investigator shall present the responding party with sufficient information so that he or she can meaningfully respond.

If required by government regulations, the reporting party, the responding party, and appropriate officials will be provided timely and equal access to any information that will be used during the investigation.

In communications with the responding party, the Designated Investigator will attempt to employ means of communication that preserve confidentiality.

In an investigation by any University office or official, the responding party shall promptly participate in interviews as requested. If the responding party is unable to participate in a meeting at the date and time scheduled, he or she should request the University office or official to grant a reasonable rescheduling.

### **6-E (3) Investigative Procedure**

#### *6-E (3)(a) In general*

The investigation will be conducted in accordance with the University's policies and procedures generally applicable to investigations by the Office of Equity and Diversity. The investigation includes interviewing the reporting party, responding party and relevant witnesses, and viewing other evidence as may be available. More detailed information about the investigative procedure is available at the Equity and Diversity website (<http://equity.usc.edu>). If required by government regulations, both the faculty member responding party as well as the reporting party (whether faculty or staff member, or student) shall have equal procedural rights, as provided in section 6-A (9)(b). For the availability of advice and counseling, see Section 6-A (4).

#### *6-E (3)(b) Cooperation*

All faculty and staff members and all students are required to promptly cooperate in the investigative process conducted by any University office or official. If an individual is unable to participate in a meeting at the date and time scheduled, he or she should request the University office or official to grant a reasonable rescheduling.

#### *6-E (3)(c) Sexual history*

In cases concerning accusations of sexual assault, the past sexual history of any involved party will not be considered unless directly relevant to the matter under consideration. In general, a reporting party's prior sexual history is not relevant and will not be considered. But where there is a sexual history between the reporting party and the responding party, and the responding party alleges consent, the prior sexual history between the parties may be relevant to assess the manner of consent between the parties. However, the mere fact of a current or previous dating or sexual relationship, by itself, is not sufficient to constitute consent. In addition, other conduct may be relevant to prove a material fact (for example, to explain an injury or physical finding). Where there is evidence of conduct substantially similar in nature by the responding party, regardless of whether there has been a finding of responsibility, this information may be deemed relevant to the determination of responsibility or sanction.

#### *6-E (3)(d) Presence of Adviser*

As provided by government regulations, in cases involving alleged sexual assault, domestic violence, dating violence, or stalking, the University does not limit the choice or presence of an adviser for either the reporting party or the responding party in any meeting or university disciplinary proceeding where that party is present. In such cases, at the separate meetings of the reporting party and the responding party with the investigator, the person being interviewed may have one adviser present. The role of the adviser in that setting is to provide support to the person being interviewed, and the conversation will be between with investigator and the person being interviewed. The adviser may not interfere with or disrupt the interview. To protect the privacy of parties and witnesses involved in the case, the adviser is required to sign a confidentiality statement prior to attending an interview or otherwise participating in the university's investigatory process.

Except during meetings with investigators, faculty members may consult with the Ombuds, and the Academic Senate Committee on Faculty Rights and Responsibilities in cases not involving alleged sexual assault, domestic violence, dating violence, or stalking. Discussions with the Ombuds are confidential.

At any grievance or dismissal hearing before the Tenure and Privileges Appeals Committee, this Section 6-E (3)(d) does not limit the ability of each party to be represented by legal counsel with the role provided in Section 7-C (4).

#### **6-E (4) Investigator's Report**

The Designated Investigator shall attempt to complete the investigation and make a written report as efficiently and promptly as possible. Absent extenuating circumstances, the University endeavors to complete investigations of complaints, find the facts and determine if this policy was violated, and make initial determination as to sanctions, in cases of sexual harassment, sex/gender discrimination, sexual assault, domestic violence, dating violence, or stalking, within 60 days from the date of notice to the responding party, and for other complaints within 90 days. If the report is not complete within the stated 60- or 90-day timeframe, the responding party, the reporting party, the Academic Senate President, or the designated Vice Provost may ask the official who has authority over the Office of Equity and Diversity to explain why it is not yet complete. As provided by government regulations, in cases involving alleged sexual assault, domestic violence, dating violence, or stalking, the Director of the Office of Equity and Diversity may authorize the extension of timeframes only for good cause and with written notice to the reporting party and the responding party of the delay and the reason for the delay. Good causes to extend the period may include the need to conduct a fair and complete investigation, or accommodate or allow for a request by external law enforcement, the availability of witnesses, delays by the parties, University breaks or vacations, the complexity of the investigation, or other legitimate

reasons. Best efforts will be made to complete the investigation in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.

## **6-F RESPONSE TO INVESTIGATION/ APPEAL OF FINDINGS**

The assigned investigator will notify the reporting party and the responding party of the findings of fact of the investigation. The notice will be in writing and sent to both on the same day. Subsequently, the Executive Director of the Office of Equity and Diversity will notify the reporting party and the responding party of the conclusion whether those facts violate this policy, and will notify them to the procedures for appeal. The notice will be in writing and sent to both on the same day.

The University will take immediate and appropriate corrective action when it is determined that harassment or other violation of this policy has occurred. If the finding of violation is modified or reversed on appeal, any discipline will be reviewed and modified or rescinded as appropriate.

### **6-F (1) Appeal of Findings, Conclusions, Sanctions and Corrective Actions**

#### *6-F(1)(a) In General*

In any case under Section 6-AA (3), within seven calendar days of being notified of the determination of sanctions and corrective actions by the Sanctioning Panel, the responding party may appeal the findings, conclusions, sanctions and corrective actions, or any of them to a delegate of the Provost who is not otherwise involved in any step of the process. The appeal should be emailed to the Executive Vice Provost ([vpafa@usc.edu](mailto:vpafa@usc.edu)). The appeal will be conducted on the basis of the information before the Sanctioning Panel without a hearing.

The appeal may contest the following: (a) whether the conclusions are supported by the findings, (b) whether the findings are supported by the information considered by the panel, (c) whether there were procedural errors that had a material impact on the fairness of the investigation, or (d) whether the sanctions and corrective action are grossly disproportionate to the violation found. The Provost's delegate may affirm or modify the sanctions and corrective action, or remand the case to the University-authorized fact-finding process (see Section 6-A (7)) for reevaluation or further investigation.

#### *6-F (1)(b) In Title IX Cases*

If government regulations require, for Title IX cases the reporting party has the same rights as the responding party to file an appeal.

In addition, if OED's findings and conclusions do not establish a policy violation the reporting party may file an appeal within seven days of being notified of that

result, to contest: (a) whether the conclusions are supported by the findings, (b) whether the findings are supported by the information considered by OED, and (c) whether there were procedural errors that had a material impact on the fairness of the investigation.

If either party files an appeal the appeal document will be forwarded to the other party, who will have seven calendar days to reply. In Title IX cases the Provost's delegate must have been trained in the requirements of Title IX and this policy.

In Title IX cases the anticipated timeframe for decision on an appeal of findings is 10 days from the receipt of the appeal, unless the Provost's delegate authorizes an extension of the timeframe for good cause and with written notice to the reporting party and the responding party of the delay and the reason for the delay.

#### **6-F (2) Omitted in this Edition**

#### **6-F (3) Disciplinary Action**

See Section 6-AA (3).

#### **6-F (4) Notifications**

If government regulations require, after the Committee on Professional Responsibility has determined sanctions and corrective actions under Section 6-AA (3), the Vice Provost will see to it that both the reporting party and the responding party, will be notified, in writing and on the same day, of the following: (a) the result of any disciplinary proceeding, and the rationale, including notifying a reporting party about the sanction imposed on an responding party who was found to have engaged in harassment when the sanction directly relates to the reporting party; (b) any change to the result; (c) when such results become final, and (d) the procedures for the responding party and the reporting party to appeal or grieve the result.

In cases where there is not a government requirement, the Vice Provost will see to it that the responding party is notified of the committee's determination and the procedures for appeal, and the reporting party is notified that the committee has considered the matter and taken appropriate remedial action.

### **6-G RIGHT TO A HEARING**

#### **6-G (1) In General**

In any case under Section 6-AA (3) the responding party may file a grievance as provided in Section 7-A within ten calendar days of the decision of the Provost's delegate under Section 6-F (1), on a claim that the decision on appeal violated the grievant's rights, rather than a disagreement-with the findings, conclusions,

sanction, or corrective action. A grievance may not be filed except as to the decision on appeal.

If required by government regulations, both parties will have the same right to file a grievance within the same timeframe and, should either party do so, the appeal document will be forwarded to the other party.

This is the method provided by the University to review the decision by the Provost's delegate if there is an appeal as to findings, conclusions, sanctions, or corrective actions.

If there is a grievance as provided in this Section 6-G (1) and the Provost has also filed formal dismissal charges, the dismissal hearing board will simultaneously function as the panel hearing the grievance.

## **6-G (2) Misconduct Specified in Government Regulations**

This Section 6-G (2) sets out rules to apply, if required by government regulations, in cases of an allegation of sexual assault, sexual harassment, domestic violence, dating violence, or stalking. Both the faculty member responding party as well as the reporting party (whether faculty or staff member, or student) shall have the same right to file a grievance against the University regarding findings, conclusions, sanctions and corrective actions, or any of them as provided in this Section 6-G (1). Whether the grievance is filed by the reporting party or responding party in the original allegation, the Academic Senate President shall distribute a copy to the other person (with a copy to the Executive Director of the Office of Equity and Diversity) and inform the person of the right to comment on the grievance, and inform that person that both parties have equal rights to participate under Chapter 7 (unless the Vice Provost has already so informed them).

If it happens that both parties file a grievance, the same panel will hear both grievances simultaneously, and the Chair of the Committee on Tenure and Privileges Appeals shall provide equal and appropriate rights as to convening the grievance hearing, under Section 7-C (2).

If the reporting party and the responding party are of different genders, the grievance hearing panel, or the Step 5 (of Section 8-D (2)) hearing board for a dismissal or demotion, shall include members of different genders.

As provided in Section 6-F (4), both the responding party and the reporting party will be notified, in writing and on the same day, of any initial, interim, and final decision resolving the disciplinary matter, including any sanctions imposed and the rationale for the result and the sanctions.

The timeframes for the steps in the grievance process are set out in Chapter 7. The Chair of the Committee on Tenure and Privileges Appeals or the Provost may authorize an extension of a timeframe for good cause and with written

notice to the reporting party and the responding party of the delay and the reason for the delay.

## **6-H SANCTIONS, PROTECTIVE AND REMEDIAL MEASURES AND CORRECTIVE ACTIONS**

### **6-H (1) Interim Protective Measures**

Protective measures are undertaken by the University to protect the reporting party or the University community, or to protect the integrity of the investigation. Protective measures may also be undertaken by the University in cases alleging serious moral turpitude or other adequate cause for dismissal under Chapter 8 that is of such a nature that it would bring severe injury or discredit to the University.

The range of protective measures that the University may take include but are not limited to a directive that the responding party and the reporting party have no contact; a directive that the responding party have no contact with members of the University community, as specified in the directive; changing advisers, graders, line of supervision, or physical location of work, residence or dining; or paid temporary leave; or temporary exclusion from the campus.

Protective measures will be undertaken only when the Provost determines, after consultation with the President of the Faculty, that they are appropriate, feasible and justified by the evidence available at that time, considering the University's obligations to the community and the nature and scope of the alleged misconduct.

A request for interim protective measures may be made by an Investigator of a University-level fact-finding process at the time the complaint is made or while the investigation or decision is pending. The request will be forwarded for decision to the Provost, who will consult with the President of the Academic Senate, before determining if the imposition of interim protective measures is appropriate.

The provost will provide written notice of all interim measures to the responding party, the reporting party, the investigator, the relevant dean and the President of the Faculty. The responding party retains the right to file a grievance on a claim that the interim measures violate rights. The University shall make reasonable efforts to protect the continuity of the academic work of students, faculty and staff who are adversely affected, or the continuity of clinical care of patients that are adversely affected.



## **6-H (2) Interim Remedial Measures**

The University will offer the parties interim remedial measures as appropriate and feasible. This may include, for example, counseling, medical support, a paid leave of absence for the reporting party, changes to work schedule to accommodate the need to go to court for a restraining order, help with accessing supportive resources, and other measures including the interim remedial measures for students mentioned in the student sexual, interpersonal and protected class misconduct (<https://policy.usc.edu/student-misconduct>).

A request for interim remedial measures may be made by the reporting party to the Designated Investigator at the time the complaint is made or while the investigation or decision is pending.

The Investigator will work with the appropriate University office on an appropriate response to the request.

## **6-H (3) Sanctions and Corrective Actions**

When a faculty member has been found to have violated this policy, sanctions and corrective action may include but are not limited to, any of the following actions by the University:

- approving an informal resolution;
- ensuring that the person against whom the complaint is made is not called upon to write letters of recommendation or make academic judgments about the person making the complaint or any other decision that affects the academic or professional career of the reporting party or witnesses (and making alternative arrangements if necessary);
- changing advisers, graders, the line of supervision, or physical locations of work;
- conducting training, holding discussions, distributing leaflets, showing videos or films, or sending letters in the relevant unit explaining the University's policy on discrimination, harassment, or retaliation;
- action to remedy harm to the reporting party or witnesses, e.g., reinstatement of teaching or research assistantships from which reporting party or witness was removed by the responding party or re-evaluation of course work graded unfairly by the responding party;
- reviewing materials in the reporting party's or witness's file and, if there is evidence of materials placed in the file by the individual as an act of discrimination, harassment or retaliation, removing such materials when appropriate;

- counseling of the individual by his or her supervisor(s), such as the Dean, Vice Provost, or Provost, about the individual's behavior;
- counseling by the Center for Work and Family Life or its designee;
- oral warning of the individual by his or her supervisor(s), such as the Dean, Vice Provost, or Provost, with a record in the individual's personnel file, that the individual's behavior constitutes a violation of the University's policy on discrimination, harassment, or retaliation;
- written warning of the individual by his or her supervisor(s), such as the Dean, Vice Provost, or Provost, with a copy to the individual's personnel file, that the individual's behavior violates the University's policy on discrimination, harassment, or retaliation;
- elimination or reduction of merit increases for the next year;
- removing the individual from a University administrative position;
- denial of promotion or postponement of consideration for promotion;
- suspension without pay, for a period not to exceed one semester;
- reduction in salary;
- for faculty members who do not hold tenure, non-reappointment or termination effective at the end of the current academic or fiscal year; or effective on 90 days' notice or pay in lieu of notice;
- demotion as defined in Section 8-D (5);
- dismissal for cause.

## **6-I CONSENSUAL RELATIONSHIPS**

### *6-I (a) Persons Who Are Not Supervisees.*

In addition to the prohibition of personal conflicts of interest in Sections 3-G and 6-I (b), the University strongly discourages sexual relationships and sexual advances between faculty and any students, residents, or fellows, or between faculty and any employees where there is a power differential.

There is an inherent power differential between faculty and students. A relationship may be voluntary in the sense that an individual is not forced to participate against his or her will, yet it may be unwelcome and therefore result in a claim of sexual harassment or sexual assault. Sexual relationships between these parties may lack meaningful consent. These relationships may put either party at risk. They can create a perceived lack of freedom to give meaningful

consent about the relationships. The University does not tolerate non-consensual sexual relationships within its work and academic environment.

Faculty and supervisors should seriously consider the risks to their own professional and private lives, as well as those created for the other person before entering into such a relationship. The University strongly recommends that such relationships generally be avoided.

Even a fully consensual relationship may create an exposure to legal risk, as others may be treated less favorably, or may feel they have been treated less favorably, than was the person in the sexual relationship; this may be considered a form of sexual favoritism and, as such, is a violation of University policy.

If a sexual relationship ends, and a participant finds that future such contact by the former partner is unwelcome, it is highly desirable that he or she give explicit notice to the former partner in clear, unambiguous terms of the fact that the relationship is over and future contact or comments of a sexual nature are unwelcome.

#### *6-1 (b) Supervisees and Other Personal Conflicts of Interest*

The University does not permit the fact of a relationship between any employee and another person to create either more favored or more disadvantageous treatment of that person.

More specifically, a faculty member may not provide more favorable treatment, or disadvantageous treatment, to a person with whom the faculty member has a family, intimate or sexual relationship, compared to the treatment the faculty member provides to others.

Consistent with this restriction, Section 3-G prohibits all faculty from having any work-related conflicts of interest, including the personal conflict of interest that is created by having an intimate or sexual relationship with any person that the faculty member teaches, supervises, or evaluates, including any student, resident, or fellow of the university or an affiliated institution.

#### *6-1 (c) Consulting and Required Reporting*

Sections 3-G (c) and (d) provide for mandatory reporting concerning supervisees, as also discussed in Section 6-1 (b).

If a faculty member is in doubt concerning the possibility that a relationship with a non-supervisee, described in Section 6-1 (a), may create a conflict of interest, it is recommended that the faculty member consult the department chair or Dean. A department chair or Dean who has similar doubts should initiate discussion with the faculty member; and any other faculty member with such concerns should raise them with the chair or Dean, who should take appropriate

steps. Advice in these situations should be sought from the Vice Provost designated for such purposes by the Provost and from the President of the Faculty. Confidentiality shall be protected to the fullest extent possible.

## Chapter 7

# Faculty Grievances

## Chapter 7. **FACULTY GRIEVANCES**

<b><u>7-A SUBJECT MATTER</u></b> .....	<b>3</b>
<b><u>7-B PROCEDURES</u></b> .....	<b>3</b>
<u>7-B (1) Preliminary Proceedings</u> .....	3
<u>7-B (2) Initiating the Grievance</u> .....	5
<u>7-B (3) Resolving the Grievance Prior to Arbitration or         a Grievance Hearing</u> .....	6
<u>7-B (4) Binding Arbitration Option</u> .....	7
<b><u>7-C GRIEVANCE HEARING</u></b> .....	<b>8</b>
<u>7-C (1) The Committee on Faculty Tenure and         Privileges Appeals</u> .....	8
<u>7-C (2) Convening a Grievance Hearing</u> .....	8
<u>7-C (3) Motion to Dismiss</u> .....	10
<u>7-C (4) Grievance Hearing</u> .....	10
<u>7-C (5) Burden of Persuasion</u> .....	12
<b><u>7-D DECISION OF THE GRIEVANCE PANEL</u></b> .....	<b>12</b>
<b><u>7-E DECISION OF THE PRESIDENT OF THE UNIVERSITY</u></b> .....	<b>12</b>

## **7-A SUBJECT MATTER**

A grievance may be filed for a violation of rights provided by law, or by established University policies including those contained in the Faculty Handbook, or by the faculty member's contract. Complaints or proposals dealing with improvements in practices or policies, rather than dealing with established rights, should be submitted directly to the Academic Senate or the Executive Vice Provost, since they are not appropriate for the grievance process.

Grievances relating to reappointment, promotion or tenure are limited to (1) a claim that the person was not fairly evaluated because of procedural defects (including inadequate procedural considerations) that materially inhibited the review process, or (2) a claim that the person was not fairly evaluated on the merits because the decision was based significantly on considerations violative of academic freedom or because of bias or prejudice based on considerations prohibited by law, or (3) a claim that tenure was revoked without sufficient cause, except if there has been a hearing and cause for termination was determined.

Grievances concerning the policy on Providing a Safe Educational and Work Environment are handled under the separate procedures provided within Chapter 6. Allegations of scientific misconduct are handled under the process set out in the University Policy on Scientific Misconduct (<https://policy.usc.edu/scientific-misconduct/>).

## **7-B PROCEDURES**

### **7-B (1) Preliminary Proceedings**

#### *7-B (1)(a) Discussions*

When a faculty member has any work-related grievance, including when he or she has reason to question whether his or her rights as a faculty member have been violated or are about to be violated, the aggrieved faculty member should ordinarily discuss the matter with the relevant chair, dean, or other administrator(s) in personal conferences looking to mutual settlement. Normally, this should include at least the direct administrative officer against whom a formal grievance may be filed, and if settlement is not reached, the administrator to whom the first is accountable.

The Ombuds is available for consultation. See Section 7-B (1)(bb)

If settlement does not result, and the faculty member is satisfied that there is probable cause for grievance, he or she may file a grievance, as described in Section 7-B (2).

Complaints concerning discrimination, harassment, or retaliation related to a protected category should be referred to the Office of Equity and Diversity, which has sole jurisdiction to investigate and determine them. See 6-D (1)(b).

#### *7-B (1)(b) Consultation and Advice*

The faculty member with any work-related grievance, whether or not it is a matter of rights as a faculty member as described in Section 7-A, is encouraged, at an early stage, to seek the counsel of the chair of the Senate Committee on Faculty Rights and Responsibilities. The President of the Faculty, and the Executive Vice Provost on behalf of the Provost, are also available to faculty.

In addition, a number of offices are available on specified topics; see "Who do I call if" on the Faculty page (<http://faculty.usc.edu/>).

#### *7-B (1)(bb) Ombuds*

The Ombuds is available for consultation. The Ombuds serves as a confidential, impartial, informal, and independent problem-solving resource. See <https://www.provost.usc.edu/office-of-the-ombuds/>

Discussions with the Ombuds are confidential. Such discussions do not constitute a report to the University, but the Ombuds can explain how to make a report, if that is appropriate.

Among other roles the Ombuds play, they may, on request, attempt to assist in settling disputes informally prior to the grievance being heard.

#### *7-B (1)(c) Mediation*

Because the grievance process has substantial costs to all involved, faculty members are strongly encouraged to attempt mediation prior to filing a grievance. Mediation is voluntary and goes forward only with the agreement of both sides.

Mediation looking toward a voluntary settlement shall begin with the lowest level administrative officer able to solve the problem, and shall proceed successively, as needed and appropriate, to higher levels within the University. On request of both parties, one of the Ombuds is available as a mediator. The chair of the Senate Committee on Faculty Rights and Responsibilities may appoint a mediator, if available, if either of the parties requests the services of a neutral mediator other than one of the Ombuds. See 7-B (1)(bb) on the Ombuds.

If faculty members are represented by counsel, their attorney will discuss mediation or settlement with the Office of General Counsel.



## **7-B (2) Initiating the Grievance**

### *7 B (2)(a) Requirements*

Formal proceedings for a faculty grievance shall commence by the filing of a grievance with the Academic Senate on a form obtainable from the Senate office. A faculty member must file a grievance by submitting the appropriate form in writing either in hard copy or, if available, online to the Academic Senate President within nine calendar months of the discovery of the action on which the grievance is based (except for the special timeline provided in the first sentence of Section 6-G for grievances). The Academic Senate office shall maintain grievance records in a confidential manner.

The grievance must clearly state, with sufficient information so that the respondent can meaningfully respond:

- the specific right or rights that allegedly have been infringed,
- the facts showing how the right has been infringed,
- the disposition being sought (see Section 7-D, paragraph 2), and
- the lowest level administrative officer able to resolve the problem.

The written statement may be revised by the grievant at any time up to two weeks prior to the hearing. The Academic Senate President shall assure that any revision is distributed to all appropriate parties.

In grievances substantially overlapping a pending incomplete OED investigation, as determined by the Chair of the Committee on Tenure and Privileges Appeals, the hearing will not occur until OED completes its report, and the grievant's responsibility for scheduling is postponed until that time.

### *7-B (2)(b) Multiple Parties or Cases*

Two or more persons with essentially the same grievance may file a single grievance, covering all of them. If an individual files a grievance, and it is later discovered that one or more others are similarly affected, the others may ask to join the original grievant at any stage of the grievance procedure. The Academic Senate President or the Chair of the Committee on Tenure and Privileges Appeals may also combine the grievances of two or more persons into a single grievance with the consent of the grievants, if either finds that the grievances can be combined without prejudice to the rights of any of the grievants or the University.

If there is a grievance related to a dismissal hearing, or two or more related grievances by the same person, the Chair of the Committee on Tenure and

Privileges Appeals will combine the hearings, but grievances that the Chair determines to be unrelated will be heard by separate panels.

If there is more than one person on either side, the committee Chair will decide how that side exercises its preemptory challenges.

### **7-B (3) Resolving the Grievance Prior to Arbitration or a Grievance Hearing**

The Academic Senate President shall, within five working days, deliver a copy of the grievance to the first administrative officer stated in the formal grievance as able to solve the problem, the Provost, the Chair of the Senate Committee on Faculty Rights and Responsibilities, and the Ombuds.

Because hearings on grievances involving Title IX are to be held promptly, as provided in Section 7-C (2)(a), the Academic Senate President shall at once forward the grievance to the Provost for a hearing without waiting for completion of a mediation period. The remainder of this Section 7-B (3) deals with grievances that do not involve Title IX.

The chair of the Senate Committee on Faculty Rights and Responsibilities or an Ombuds shall then begin procedures for mediation, unless mediation has already been attempted and proven futile.

If the grievance is resolved to the satisfaction of the grievant by an administrator, the grievant shall report this fact, in writing, to the Academic Senate President, and the case is closed. If the grievant at any time requests, in writing, to the Academic Senate President that a grievance hearing be held, or if mediation has not led to settlement within 45 days of the filing of a grievance, or if mediation has not been agreed to by either side, the Academic Senate President shall forward the grievance to the Provost, indicating that mediation has not been successful and requesting that an arbitration proceeding or a grievance proceeding be held. The Provost will forward the grievance to the Chair of the Committee on Tenure and Privileges Appeals requesting that formal proceedings be commenced as discussed below. Upon written agreement of both the Provost's Office and the grievant, an extension of the 45 day mediation period may be granted. At any time during extended mediation, the grievant shall have the right to request, in writing, the commencement of formal proceedings. In no case shall the total time for mediation exceed 90 days.

In the event that new, pertinent, and substantive information is discovered after mediation has been declared unsuccessful, the matter may be returned to mediation upon written agreement of both the Provost's Office and the grievant, provided that neither arbitration nor a grievance hearing has begun. At any time during renewed mediation, the grievant shall have the right to request, in writing, the formation of a Hearing Board, but in no case shall the renewed mediation exceed 45 days.

#### **7-B (4) Binding Arbitration Option as an Alternative to a Grievance Hearing**

The Academic Senate grievance form provides notification of the option for binding arbitration as an alternative to a grievance hearing. Binding arbitration in lieu of a grievance hearing shall occur only if both the grievant and the President of the University agree, in writing, to submit the matter to this process and to abide by the decision of the arbiter. Binding arbitration means that the faculty member will forego the ability to later sue in court over the matter and the University will forego the ability of the President to overrule the arbiter's decision. Binding arbitration as an alternative to a grievance hearing is not available for grievances concerning tenure, promotion, dismissal for cause, non-reappointment., or OED matters.

The grievant and the President of the University have 10 business days in which to notify the Chair of the Committee on Tenure and Privileges Appeals that they have elected arbitration. If both have not given notice that they have elected arbitration at the end of this period, a grievance hearing shall be convened as discussed below in Section 7-C (2).

If both sides agree to submit the matter to binding arbitration, the Chair of the Committee on Tenure and Privileges Appeals shall arrange for the appointment of an arbiter designated by the American Arbitration Association. The American Arbitration Association shall designate an arbiter in accord with its procedures and inform the Chair of the Committee on Tenure and Privileges Appeals of the arbiter's identity. The Chair shall then inform both the grievant and the respondent of the arbiter's identity. Either side shall have three working days to reject that arbiter. However, neither side may reject more than one arbiter in any case. If the arbiter is rejected by either party, the American Arbitration Association will be asked to designate another individual. The same procedure will be followed, except that the party having rejected the earlier arbiter may not reject a second individual.

Once chosen, the arbiter, together with the parties and the Chair of the Committee on Tenure and Privileges Appeals, shall convene the arbitration at an appropriate time and location. The arbitration shall be conducted in accord with the rules of the American Arbitration Association.

Within 20 days after the completion of the arbitration, the arbiter shall notify, in writing, the parties and the Chair of the Committee on Tenure and Privileges Appeals of his or her ruling.

The University of Southern California shall be responsible for all of the costs of the arbiter and in no event may the grievant be held responsible for these charges. The University is not responsible for costs and expenses incurred by the grievant in the process of arbitration, such as expert witness fees and attorneys' costs.

## **7-C GRIEVANCE HEARING**

### **7-C (1) The Committee on Tenure and Privileges Appeals**

The Committee on Tenure and Privileges Appeals is a standing University body. Its membership, appointed by the President from among persons nominated as provided in Section 2-B (4)(a) is made up of at least 40 full-time tenured faculty, and at least nine full-time research-track, teaching-track, practitioner-track, and clinical-track faculty of the rank of Associate Professor or higher who serve only where the Handbook requires a research-track, teaching-track, practitioner-track, and clinical-track faculty member. At least four tenured committee members shall have law degrees and at least six other tenured members shall have had prior service on a grievance panel. Nominations and appointments shall be at annual intervals for a three-year term. However, members of the Committee shall continue to serve until their successors have been appointed. The President shall appoint the Chair of the Committee who will serve for a three-year term. By agreeing to serve on the Committee on Tenure and Privileges Appeals, faculty members are making the commitment to be available to serve on grievance panels and will accept such requests to serve whenever possible.

### **7-C (2) Convening a Grievance Hearing**

#### *7-C (2)(a) Scheduling*

*(i) Responsibilities of Grievant.* After the time elapses for the election of binding arbitration and for mediation (or the Academic Senate President has notified the Provost that mediation has not been successful or is not desired by a party), or promptly after the grievance has been filed for grievances involving a concluded investigation under Title IX, the grievant should these steps:

- inquire of the staff of the Committee on Tenure and Privileges Appeals to identify the University's designated representative
- consult with the University representative to determine a mutually-agreed hearing date convenient for all involved and
- notify the Chair of the Committee on Tenure and Privileges Appeals of the date agreed.
- If the grievant is unable to reach agreement on a hearing date with the University representative, the grievant should request the Chair to decide the date of the hearing.

*(ii) Responsibilities of Chair.* If requested by the grievant after being unable to reach agreement, or if the date agreed by the parties is not workable for the committee, the Chair may decide the date of the hearing. The location of the hearing will be selected by the chair considering the convenience of all involved. If there is a grievance related to a dismissal hearing, or two or more related grievances by the same party, the Chair will combine the hearings, but

grievances the Chair determines to be unrelated will be heard by separate panels.

*(iii) Delay.* If six months pass from the date the grievance was filed and the hearing has not been held, the Chair will dismiss the case, except where the chair or the panel allows a brief extension when needed to reschedule an already-scheduled hearing or complete a hearing that has begun.

*(iv) Title IX and OED Matters.* In grievances filed concerning a completed Title IX investigation, the grievant should promptly take the steps stated in the first paragraph so that the hearing will be held within the time required by government regulations, unless in accordance with government regulations the chair authorizes an extension of time for good cause and with written notice to all parties of the delay and the reason for the delay.

In grievances substantially overlapping a pending incomplete OED investigation, as determined by the Chair, the hearing will not occur until OED completes its report, and the grievant's responsibility for scheduling is postponed until that time.

#### *7-C (2)(b) Selecting Panel Members and Chair*

When the date for the meeting is scheduled, the Chair of the Committee on Tenure and Privileges Appeals shall, within five business days, generate a list of at least six names for members of the panel and a list of at least three names for the panel chair, who will be available to serve on the grievance panel. A panel chair shall either be a person holding a law degree or a person with prior service on a grievance panel. The grievant and the respondent may each strike two names from the list of panel members and one name from the list of possible panel chairs. If after the exercise of these peremptory challenges more names remain than needed for a grievance panel of two members and one panel chair, the members and panel chair shall be chosen randomly. If additional names remain, they shall be designated as alternates, in a sequence designed randomly, to serve in the event that the initially chosen members become unavailable. The Chair of the Committee on Tenure and Privileges Appeals shall inform the parties of the panel as soon as its selection is completed.

#### *7-C (2)(c) Delays*

If the two sides are unable to agree on scheduling or rescheduling a hearing or on other procedural matters, or if the panel requests assistance, the Chair of the Committee on Tenure and Privileges Appeals may make appropriate procedural decisions. If either party does not cooperate in moving the case forward, the chair shall: (a) if the administrator who is a party has not cooperated, report that fact to the President of the University and request appropriate disciplinary action, or (b) if the grievant has not cooperated, dismiss the grievance.

### **7-C (3) Motion to Dismiss**

Before the hearing, but not later than 10 calendar days after notification of the identity of the grievance panel, the respondent may make a motion to dismiss a grievance for either of two circumstances, (1) lack of jurisdiction because the grievant was not a faculty member at the time the grievance arose and is thus not eligible for this process, or (2) failure to allege, as required by Section 7-B (2)(a), a violation of a right as a faculty member protected by law, or established University policies including those contained in the Faculty Handbook, or the faculty member's contract. The grievant shall have 10 calendar days to respond to a motion to dismiss the grievance.

If the respondent's motion is made before the panel is identified, it will be ruled on by the committee Chair. After the panel is chosen, the panel decides. In deciding whether to grant a motion to dismiss, the grievance panel or chair shall accept all of the grievant's allegations as true; the grievance panel shall not examine or evaluate the evidence as to the merits of the grievance in ruling upon a motion to dismiss. The grievance panel may dismiss the grievance only under either of the two circumstances stated in the prior paragraph.

The chair of the Committee on Tenure and Privileges Appeals has no authority to dismiss grievance, unless the grievance was not timely filed, see Section 6-G and Section 7-B (2), was abandoned, see Section 7-C (2)(a) and (c), or under either of the circumstances stated in the first paragraph of this Section 7-C (3).

### **7-C (4) Grievance Hearing**

(a) If the grievance is not dismissed or abandoned, a grievance hearing shall be scheduled (see Section 7-C (2)) and conducted.

(b) Either party may be represented by legal counsel at the grievance hearing (i.e., by a person who holds a law degree). If either side intends to be represented by legal counsel, it shall notify the other party of this intention at least 10 calendar days prior to the hearing. Failure to notify will entitle the other party to a reasonable continuance to secure its own legal counsel.

(c) The grievant and the respondent, and their legal counsel if any, shall have the opportunity to be present during all argument and presentation of evidence.

(d) Each party shall have the opportunity to present its evidence, including witnesses, and to make an argument to the grievance panel. Each party shall have the right to confront and question the witnesses of the other. Each party shall have the right to inspect and respond to all written and documentary evidence offered. Technical rules of evidence, voir dire proceedings, and pre-trial discovery proceedings are not applicable.

(e) As provided in section 6-A (9)(b), if required by government regulations, in Title IX cases both the responding party and the reporting party in the original

Title IX investigation will be provided an equal opportunity to participate in all aspects of the process.

(f) The chair of the grievance panel shall be responsible for presiding over the hearing and shall rule on all evidentiary questions. The chair shall set the order of argument and of presentation of evidence and may exclude irrelevant or unduly repetitious evidence or argument.

(g) Subject to the provisions of the Faculty Handbook, University policies, and the law, the grievant may obtain necessary pertinent witnesses and documentary or other evidence and may ask the University to use its persuasive power and the grievance panel its good offices to help, but the University has no obligation to incur undue expense or burden for this purpose. If there is a request for material which involves privacy rights of an individual or is confidential or legally privileged, the committee chair or panel may request the Provost to rule on whether and with what restrictions the material can be made available.

(h) Grievance panels will be instructed that their decisions must be in accord with all relevant federal, state, and local law, and established University policies including those contained in the Faculty Handbook and the faculty member's contract. The grievance panel will be instructed to decide only the grievance before them, that is, the grievance panel should hear only evidence that is relevant to the grievance and shall decide only the issues presented, as to supposed infringements of the grievant's rights, and the panel's report will deal only with those issues.

(i) No member of the grievance panel shall disclose any of the evidence received during the grievance hearing nor any aspect of the deliberations, except as provided below.

(j) A full stenographic or tape record of the hearing shall be maintained and made available upon request only to the parties, the grievance panel, or the President of the University. The stenographic or tape record shall be given to the Academic Senate office, where it shall be kept for at least a year, after which it can be destroyed or erased unless either party or the University requests that it be kept for a longer period of time. Copies of the stenographic or tape record shall be made for either party at its request, and if the grievant is the requesting party, upon the payment of the expenses of copying. In addition, with a person appointed by the Academic Senate office present, either party may, at any time before a stenographic or tape record is destroyed, read or listen to the original, at a time and place set by the Academic Senate office.

(k) A grievance process will not be terminated if a faculty member files a lawsuit in court or seeks another remedy external to USC over the same matter that is the subject of the grievance, but in such circumstances the hearing may be postponed if both parties agree.

### **7-C (5) Burden of Persuasion**

In grievance cases, the burden of persuading the Hearing Board that the actions or inactions of the University were not proper rests upon the grievant, and shall be satisfied only by clear and convincing evidence, except in cases where government regulations, such as those under Title VII and Title IX require the standard of the preponderance of the evidence.

### **7-D DECISION OF THE GRIEVANCE PANEL**

At the conclusion of the hearing, as promptly as is consistent with due deliberation, the grievance panel shall make its decision. The findings of fact and decision of the grievance panel shall be based solely on the hearing record. The recommendations shall be in writing, shall state the basis for the decision and shall recommend any proposed remedial action. The panel shall provide its written decision within ten calendar days after the completion of the grievance hearing. The written decision shall be provided to each party and to the Chair of the Committee on Tenure and Privileges Appeals. Each party shall have two weeks from receipt of the decision to append an additional statement to the decision.

In considering grievances related to reappointment, promotion, or tenure, or actions under Chapter 6, the grievance panel shall not substitute its judgment on the substantive merits of the decision, including the requirements of the academic unit or Title IX or other laws or of a candidate's professional qualifications, for that of the appropriate faculty body or bodies and administrators. If the grievance panel concludes that the grievant's claim of a violation of rights is proven, it will recommend reconsideration by the appropriate faculty body or bodies and administrators, indicating respects in which it believes the review process was inadequate. If a grievance panel concludes that there was an unfair evaluation because of considerations violative of academic freedom or prejudice, it will recommend reconsideration by a new faculty body and by administrators, indicating the respects in which it considers unfair judgments to have taken place.

All grievance panel decisions are recommendations to the President of the University. After allowing the parties two weeks to append additional statements, as described above, the Chair of the Committee on Tenure and Privileges Appeals shall forward the panel's decision and the appended statements, if any, to the Provost, the President of the University, and both parties. The President shall receive any evidence presented and the stenographic or tape record of the proceedings.

### **7-E DECISION OF THE PRESIDENT OF THE UNIVERSITY**

The President will consider the record and make a decision as promptly as possible, generally within 30 calendar days of the President receiving the grievance panel's recommendation and the record of the hearing. The President



shall retain ultimate decision-making authority as to all grievances and the discretion to accept or reject grievance panel recommendations, except those where there is mutually agreed upon binding arbitration, as discussed above.

If the President intends to not follow the panel's recommendation, the President shall notify the panel of this in person or in writing and shall state the reasons for intending to not follow this recommendation. The President shall provide an opportunity for response by the grievance panel before reaching the final decision. If the President finally decides not to accept the recommendations of the grievance panel, he or she shall state in writing, as part of his or her final decision, his or her reasons for rejecting them and for rendering a different decision.

The final report of the grievance panel and the President's final decision on the grievance shall be made known to the grievant, the respondent, the Provost, the Academic Senate President, the Chair of the Committee on Tenure and Privileges Appeals, and the members of the grievance panel. The Academic Senate President, upon receipt of written consent from the grievant, will forward to the Chair of the Senate Committee on Faculty Rights and Responsibilities a copy of the decision and a copy of the report of the grievance panel. This Senate Committee shall have the right to refer these reports to the Academic Senate, provided that the names of persons mentioned therein are deleted. In appropriate circumstances, where the privacy of students and other faculty members or administrators would be compromised by disclosure, the President of the University or the chair of the grievance panel may ask that all parties keep the report confidential.

## Chapter 8

# Faculty Dismissals

## Chapter 8. **FACULTY DISMISSALS**

<b><u>8-A SCOPE</u></b> .....	<b>3</b>
<b><u>8-B REDUCTION IN SALARY FOR CAUSE</u></b> .....	<b>3</b>
<b><u>8-C ADEQUATE GROUNDS FOR DISMISSAL</u></b> .....	<b>3</b>
<b><u>8-D DISMISSAL PROCEDURES</u></b> .....	<b>3</b>
<u>8-D (1) Preliminary Inquiry When Section 6-AA (3) is Not Utilized</u>	3
<u>8-D (2) Formal Proceedings</u> .....	5
<u>8-D (3) Suspension of a Faculty Member</u> .....	7
<u>8-D (4) Abandonment of Duty</u> .....	8
<u>8-D (5) Demotion of a Faculty Member</u> .....	8
<u>8-D (6) Terminal Notice</u> .....	8

## **8-A SCOPE**

The procedures in Section 8-D apply to the dismissal for cause of a tenured faculty member. For the sanctioning process in other cases, see Section 6-AA (3). Dismissal for cause should not be confused with non-reappointment or termination of faculty who do not hold tenure, as discussed in Sections 4-F (3), 4-G, or 6-H (3).

## **8-B REDUCTION IN SALARY FOR CAUSE**

[Omitted. See Section 6AA-3]

## **8-C ADEQUATE GROUNDS FOR DISMISSAL**

Adequate cause for a dismissal shall be one or more of the following: neglect of duty, incompetence, violations of academic freedom, misconduct, dishonesty, unmanaged or unreported conflict of interest, or moral turpitude. No offense will be considered adequate cause for dismissal unless it is serious and either (a) relates directly and substantially to the fitness of the faculty member in his or her professional capacity, including as a teacher, researcher, or practitioner performing clinical services, or (b) is of such a nature that it would bring severe injury or discredit to the University. Dismissal shall not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

## **8-D DISMISSAL PROCEDURES**

Every action to dismiss a tenured faculty member must follow these carefully detailed procedures, with the full cognizance of the affected person, the Provost, and the President of the Faculty (or the ranking tenured Academic Senate officer, if the President is untenured or unavailable.) The full set of faculty rights enumerated in this Handbook must be observed.

Preliminary investigation and committee consideration may take place as specified in Section 6-AA (3). As provided in that section, after consideration by the Committee on Professional Responsibility, if the Provost decides to bring formal charges to dismiss a tenured faculty member the charges shall be considered pursuant to the formal proceedings set forth in Section 8-D (2), commencing with Step 4. If Section 6-AA (3) is not utilized and instead a school-based process is used, then Section 8-D (1) applies.

### **8-D (1) Preliminary Inquiry When Section 6AA (3) is Not Utilized**

**Step 1:** (a) When reason arises to consider whether cause exists to dismiss a faculty member who has tenure, the relevant dean or academic director shall invite the faculty member to meet with him or her in a personal conference to discuss the problem, its possible resolution, and the possibility of dismissal

proceedings if it is not resolved. The dean's consideration of recommending dismissal for cause shall be based on a thorough inquiry into the circumstances.

(b) Before making a recommendation to the Provost, the dean shall consult with an ad hoc faculty committee, whose existence will be immediately disclosed to the faculty member concerned, to invite its views whether sufficient grounds exist for the dean to forward the matter to the Provost. The ad hoc committee, which the dean shall constitute, shall include one or more members of the Faculty Council and also a member drawn from either the Senate Committee on Faculty Rights and Responsibilities or the Committee on Tenure and Privileges Appeals and the dean shall ask the Provost to notify the President of the Faculty as to the appointment and composition of the ad hoc committee.

Alternatively, the dean may elect to ask that the Provost request the President of the Faculty to appoint a three-person ad hoc committee from a list of six members of the Committee on Tenure and Privileges Appeals nominated by the Chair of that committee. The ad hoc committee's recommendations are not binding on the dean.

(c) The chair of the Senate Committee on Faculty Rights and Responsibilities, and the Ombuds, are available for consultation, and mediation may be arranged if desired by both sides, but mediation is not mandatory.

(d) During Step 1, the dean may elect to formulate in writing a preliminary statement of charges with reasonable particularity of the grounds pertinent to the dismissal action under consideration. If the dean does so, a copy of the preliminary statement shall be given to the faculty member for the faculty member's written comments. The dean may also elect to provide evidence in writing to the faculty member and invite comment on that as well, and if the dean does so the faculty member shall be allowed 18 calendar days from the date on which the charges were sent to him or her to provide in writing his or her comments on the evidence to the dean. If the dean receives such comments on the preliminary statement, the evidence or both, and has not yet consulted with a faculty committee as provided above, the dean will share the comments with the committee as part of the consultation.

(e) If the dean believes there is probable cause for dismissal, the dean shall forward his or her recommendation to the Provost, together with any preliminary statement or evidence which has been shared with the faculty member, and comments submitted by the faculty member, and shall inform the Provost whether the views of the ad hoc committee were that sufficient grounds do or do not exist to forward the matter to the Provost. The Provost will inform the President of the Faculty of the dean's recommendation.

**Step 2:** If the Provost then believes there may be cause for a dismissal, he or she shall formulate a preliminary statement of charges with reasonable particularity of the grounds pertinent to the dismissal action under consideration. A copy of the charges and grounds shall be given to the faculty

member for the faculty member's comment to the Provost, unless the Provost adopts the preliminary statement formulated by the dean as part of Step 1 on which the faculty member has already had the opportunity to comment, in which case the Provost will refer to any comments the faculty member submitted at Step 1.

**Step 3:** If the Provost is satisfied there is good cause to proceed further, he or she shall request a review of the evidence by a three-person select committee appointed by the President of the Faculty from a list of six members of the Committee on Tenure and Privileges Appeals nominated by the Chair of that committee. The select committee shall review the evidence to determine whether, in its view, sufficient grounds exist to initiate formal dismissal proceedings. The faculty member shall be allowed 18 calendar days from the date on which the evidence is sent to him or her in which to review all the evidence upon which the committee will rely in making its recommendation and to present a response to the committee, unless the preliminary statement of charges and the evidence presented to the committee are in all respects identical to those the dean elected to provide to the faculty member in Step 1 and the faculty member was afforded an opportunity to review and comment on them during that step, in which case the committee will refer to any comments the faculty member submitted at Step 1. The committee shall convey its recommendations to the Provost within 45 days of its appointment. If, for any reason, it proves necessary for this time to be extended, the committee shall request an extension from the Provost, who shall notify the faculty member and others involved of any approved extension. The committee's recommendations are not binding on the Provost.

However, if an ad hoc committee has already been appointed by the President of the Faculty in Step 1; if the preliminary statement of the charges and the evidence which would be presented to the committee are in all respects identical to those the dean elected to provide to the faculty member during Step 1; if the faculty member was afforded an opportunity to review and comment on the charges and evidence during that step; and if the dean shared with the ad hoc committee any comments he or she received from the faculty member on the preliminary statement, the evidence, or both; then the Provost may refer to the recommendations by the ad hoc committee and any comments by the faculty member, made in Step 1, instead of requesting an additional review as provided in the prior paragraph.

## **8-D (2) Formal Proceedings**

**Step 4:** If the Provost determines that formal proceedings for dismissal should commence, such proceedings shall begin by conveyance of written notice from the Provost to the faculty member by personal delivery, by courier, or by email with a duplicate sent by U.S. mail. This notice shall contain the formal statement of charges framed with reasonable particularity, and state the University's intent to initiate a dismissal hearing. The faculty member, in this letter, shall be given the option of resigning in lieu of a dismissal hearing. A

copy of this letter will be sent to the chair of the Senate Committee on Faculty Rights and Responsibilities.

**Step 5:** If the faculty member has not resigned and the Chair of the Senate Committee on Faculty Rights and Responsibilities and the Ombuds have not through mediation effected a mutual settlement, it shall be assumed that the faculty member contests the statement of charges. The Provost shall ask the Chair of the Committee on Tenure and Privileges Appeals to convene a Hearing Board to recommend whether the proposed dismissal should occur. The hearing shall be convened no earlier than 30 calendar days after the date on which written notice was sent to the faculty member by means specified in Step 4. Normal procedures as set out in Chapter 7 shall then be followed; for scheduling and conduct of the hearing, including participation by the faculty member; for formulation of findings, reasons, and recommendations of the Hearing Board; and for final disposition of the case by the President. These normal procedures specified for use in faculty grievances are incorporated herein as required procedures in dismissal cases, except that there is no option for binding arbitration in cases involving dismissal for cause. In cases of dismissal or demotion from a tenured position or of dismissal prior to the end of a contract, the burden of persuading the Hearing Board that adequate cause for dismissal exists rests upon the University, and is as defined in Section 7-C (5).

#### *8-D (2)(a) Constituting the Hearing Board*

The Hearing Board consists of a chair and two members, selected from among the members of the committee who will be available to serve. The chair shall inform the parties of the composition of the Hearing Board as soon as its selection is completed.

In cases under this Chapter of dismissal of a tenured faculty member or a tenure-track faculty member prior to the end of a contract, the normal procedures as set out in Chapter 7 for constituting a grievance panel shall be used to select the chair and two members of the Hearing Board.

In cases under this Chapter of dismissal of a research-track, teaching-track, practitioner-track, and clinical-track faculty member prior to the end of a contract, the normal procedure as set out in Chapter 7 shall be used to select the chair of the Hearing Board, but the Hearing Board shall have one tenured and one research-track, teaching-track, practitioner-track, or clinical-track faculty member and the following procedures shall be used to select them. When the date for the meeting is scheduled, the chair shall within five business days, generate a list of three names of tenured faculty, and a list of three names of research-track, teaching-track, practitioner-track, and clinical-track faculty. The University and the faculty member may each strike one name from each list. If after the exercise of these peremptory challenges more names remain than needed for the Hearing Board, the members shall be chosen randomly. Those not chosen shall be designated as alternates, in a sequence designed

randomly, to serve in the event that the initially chosen persons become unavailable.

### **8-D (3) Suspension of a Faculty Member**

A faculty member may be suspended from his or her duties, without loss of pay and usual faculty privileges, only as part of the initiation of a dismissal action and only if, in the judgment of the Provost, immediate harm to the faculty member or others is threatened by his or her continuance.

#### *8-D (3)(a) Limitation on Suspensions*

In no event shall suspension be used as penalty, an alternative to dismissal, or outside normal dismissal procedures, except for sanctions determined by the Committee on Professional Responsibility under Section 6-AA (3), paid leave under Section 6-H (1), or temporary separation under Section 8-D (3)(b).

#### *8-D (3)(b) Temporary Separation*

The Provost may temporarily separate a faculty member from his or her duties even before an investigation is initiated, without loss of pay and usual faculty privileges, if it is the Provost's judgment that immediate harm to the faculty member or others is threatened by his or her continuance and that extraordinary circumstances warrant the action. The Provost may also use the term "administrative leave" in announcing a temporary separation.

In the case of temporary separation from duties, within fourteen days either an investigation will be initiated, or a voluntary agreement will be reached between the individual and the University. The faculty member retains the right to file a grievance seeking an end to the temporary separation. During the separation period, the faculty member may consult with members of the University community, except those persons or categories of persons with whom the Provost expressly prohibits or restricts contact. The University shall make reasonable efforts to protect the continuity of the academic work of students, faculty and staff who are adversely affected. The Provost shall consult with the President of the Faculty and the dean of the relevant school during the temporary separation and indicate the reasons underlying any prohibited or restricted contact between the faculty member and other members of the University community.

Interim protective measures, including paid leave, may also be authorized by the Provost as provided in Section 6-H (1).

#### *8-D (3)(c) Protections in Connection with Dismissal Proceedings*

A faculty member may not be dismissed nor, except as specified in



Section 8-D (4), may his or her compensation be cut off or withheld before the dismissal procedure has been completed and a final decision has been made by the President, unless a sanction under Section 6-H (3) has been determined by the Committee on Professional Responsibility.

#### **8-D (4) Abandonment of Duty**

If the Dean, on the advice of the faculty committee constituted as described in Step 1 of the dismissal procedures, or the Committee on Professional Responsibility, determines that the faculty member has abandoned his or her duties, e.g., by failing to return from vacation or leave, or by a pattern of failure to teach scheduled classes, or by a pattern of failure to meet established clinical, research, or other responsibilities, then compensation may be withheld for the period the duties are not being performed. If the faculty member returns to his or her duties at any time in the process, compensation shall resume immediately.

The faculty member may appeal such a determination of abandonment of duty to the Provost. If this determination is reversed at any step in the procedures, compensation that has been withheld shall be paid in full, at once, with interest at the statutory rate.

If the conclusion of the dismissal procedures results in severing the ties between the faculty member and the University, and if the finding of abandonment of duty is not reversed, then the faculty member is not entitled to receive compensation that had been withheld.

#### **8-D (5) Demotion of a Faculty Member**

Demotion is a reduction in rank, e.g., from professor to associate professor, with a corresponding reduction in salary. It does not involve loss of tenure.

#### **8-D (6) Terminal Notice**

If the faculty member is to be dismissed, the faculty member shall receive reasonable notice or salary in lieu of notice. The President in determining the length of terminal notice or salary in lieu of notice shall take into account the length and quality of service and the character of the grounds upon which the action was based.

## Chapter 9

# Academic and Family Life Balance

## Chapter 9. ACADEMIC AND FAMILY LIFE BALANCE

<u>9</u>	<u>ACADEMIC AND FAMILY LIFE BALANCE</u>	<u>3</u>
<u>9-AA</u>	<u>GENERAL PROVISIONS</u>	<u>3</u>
<u>9-A</u>	<u>PAID PARENTAL LEAVE</u>	<u>3</u>
<u>9-B</u>	<u>FAMILY RESPONSIBILITIES</u>	<u>4</u>
<u>9-C</u>	<u>CHILDCARE RESPONSIBILITIES OF</u> <u>PROBATIONARY FACULTY</u>	<u>4</u>
<u>9-D</u>	<u>LENGTH OF PROBATIONARY PERIOD</u>	<u>4</u>
<u>9-E</u>	<u>EXPECTATIONS CONCERNING SCHOLARLY</u> <u>PRODUCTIVITY</u>	<u>5</u>
<u>9-F</u>	<u>PHASED RETIREMENT</u>	<u>5</u>
<u>9-G</u>	<u>COORDINATION AND CONDITIONS OF</u> <u>PAID PARENTAL LEAVE</u>	<u>5</u>
<u>9-H</u>	<u>REASONABLE ACCOMMODATIONS</u>	<u>6</u>

## **9 ACADEMIC AND FAMILY LIFE BALANCE**

The University seeks to assist faculty in balancing their academic commitments and family life. In particular, it is in the interest of both the University and society as a whole that the demands of childbearing and childrearing not discourage talented women and men from pursuing academic careers.

### **9-AA GENERAL PROVISIONS**

(1) When this Chapter mentions a “child” that means a biological or adopted child of the faculty member (or of the faculty member’s spouse or partner) who lives with the faculty member and is under six years of age. When this Chapter mentions an accommodation that is available for “child or children,” it is available once no matter how many children.

(2) When this Chapter mentions the “primary caregiver” of a child, that means the parent who has childcare responsibility, if such responsibility interferes substantially with academic responsibilities, and the child is not cared for more than half-time by a spouse, partner or childcare provider, and the parent is the sole caregiver for the newborn or newly-adopted child for half-time during the work week.

(3) When this Chapter mentions “faculty” that includes all benefits-eligible faculty, except where a provision specifically refers to probationary faculty.

(4) When this Chapter mentions “partner” that means Registered Domestic Partner as defined in the Benefits policies (<http://benefits.usc.edu>).

(5) Requests under this Chapter are submitted by the faculty member for the Provost’s decision, and the department chair and dean will have opportunity to comment. When this Chapter uses language like “may request,” or “may approve,” it indicates a possible accommodation that the Provost will consider after receiving the considered comments of the department chair and dean.

(6) When this Chapter mentions that the individual is “entitled,” the right is provided automatically upon proper notification by the individual to the Provost, as long as the notification is accompanied by documentation satisfactory to the Provost.

### **9-A PARENTAL LEAVE**

A full-time faculty member is entitled to receive a ten-week paid parental leave in connection with the birth or adoption of a child, if the faculty member is the primary caregiver of the child (or will be, immediately following the birth). When this ten-week paid parental leave is taken within a single semester, if the school does not have appropriate teaching assignments available for the remainder of the semester, the faculty member will have no classroom teaching assignments during that entire semester. For the timing of the leave,

coordination with other leaves and benefits, and other conditions, see Section 9-G, below. The University observes California's Pregnancy Disability Leave law.

## **9-B FAMILY RESPONSIBILITIES**

To accommodate family responsibilities, including caring for a child or an aged or ill relative, the Provost may approve

- (1) part-time leave, with reduced duties at proportionate compensation, up to two years.
- (2) unpaid leave of absence, up to one year, to run concurrently with any leave provided by law.
- (3) modified responsibilities, up to two years, where the faculty member is given special consideration as to assignments of substantial service, large classes, night classes, and new course preparations.

See also Section 9-G (1).

## **9-C CHILDCARE RESPONSIBILITIES OF PROBATIONARY FACULTY**

To accommodate the special responsibilities of the probationary period with the demands of childrearing, a probationary faculty member who is the primary caregiver of one or more children,

- (1) shall be entitled to a half-time leave, with half-time duties at half pay, up to a maximum of two years.
- (2) may request, as an alternative to part-time leave, a reduced teaching and service load for up to a maximum of two years (so that there is a total two course reduction or equivalent over that period, including application of Section 9-A), without reduction in pay, subject to the approval of the Provost.
- (3) as another alternative to part-time leave or a reduced teaching and service load, may request a limited period of assistance such as provision of a laboratory technician or teaching assistant, subject to the approval of the Provost.

See also Sections 9-AA and 9-G (1).

## **9-D LENGTH OF PROBATIONARY PERIOD**

- (1) If a probationary faculty member gives birth prior to 12 months before the Tenure Decision Date, upon request she will automatically be granted an exclusion of one year from the probationary period, but she need not take advantage of the exclusion and may be considered for tenure at the usual time,

as provided in Section 9-D (6). If she also qualifies under Section 9-D (2) she is entitled to an exclusion of two years from the probationary period.

(2) A probationary faculty member who is the primary caregiver of one or more children in the period prior to 12 months before the Tenure Decision Date will, upon request, automatically be granted an exclusion of one year from the probationary period.

(3) After advice of the Committee on Deadlines and Leaves, the Provost may approve up to one year exclusion from the probationary period of a probationary faculty member to accommodate unusual circumstances beyond those mentioned in paragraphs (1) and (2) that significantly reduce the person's ability to make progress on scholarly work, according to the usual standards applied by the committee.

(4) A faculty member's leave under this Chapter, if it is at least one-year or half-time for two years, shall entitle the faculty member to an exclusion of one year from the probationary period.

(5) If the Provost approves exclusions under more than one of the preceding subsections, two years will be excluded from the probationary period. Absent special approval by the Provost for extraordinary reasons, however, there shall not be more than a total of two years exclusion from the probationary period or extension of the Tenure Decision Date, or both, for any reason or combination of reasons under this Section or other policies.

(6) A faculty member for whom there has been an exclusion from the probationary period will nevertheless be entitled, if he or she wishes, to be considered for tenure as if there has not been an exclusion.

See also Section 9-AA.

### **9-E EXPECTATIONS CONCERNING SCHOLARLY PRODUCTIVITY**

A faculty member's taking of a paid parental leave or an exclusion from the probationary period as provided in this Chapter will not raise the expectations for scholarly productivity on account of the leave or exclusion. This standard shall be applied at the department, school and University level and, at the candidate's request, will be explained in requests to external referees.

### **9-F PHASED RETIREMENT**

See Section 10-B.

### **9-G COORDINATION AND CONDITIONS OF PAID PARENTAL LEAVE**

(1) Leave and benefit provisions under this Chapter are to be fully coordinated with each other and other leave and benefit provisions, so as to

avoid duplication. No more than one of the accommodations mentioned in Section 9-C is provided for caregiving for a child or children. It would be unusual to approve an accommodation based on caregiving for a child or children under Section 9-B in addition to an accommodation under Section 9-C.

(2) Accordingly, paid parental leave will run concurrently with any leave provided by law in connection with the birth or adoption of a child. Similarly, when a faculty member is eligible to receive maternity-related disability benefits or paid family leave benefits while on leave connected with the birth or adoption of a child, the paid parental leave will run concurrently and supplement the benefits that the individual would be entitled to receive, so as to equal full pay for up to ten weeks.

(3) A faculty member's commencement of any leave or benefit with which paid parental leave is to be coordinated under this Chapter, whether before or after the birth, will be deemed a notification that the member is exercising his or her entitlement to paid parental leave, subject to appropriate documentation satisfactory to the Provost. If a faculty member has commenced paid parental leave but does not exhaust his or her entitlement to ten weeks, subsection (4) applies to the remainder of the entitlement.

(4) The remaining paid parental leave shall be scheduled as mutually agreed between the faculty member and his or her Dean, in situations where the faculty member is not eligible for, or has exhausted, maternity-related disability benefits, leave provided by law, and paid family leave benefits, but has not exhausted his or her entitlement to ten weeks paid parental leave under this policy.

- The Dean's agreement on the scheduling of the parental leave under this subsection (4) will be based on the academic needs of the School.
- In all cases the paid parental leave shall be concluded within one year of the birth or adoption of the child.
- Paid parental leave is not convertible to a cash benefit under any circumstance.

(5) If a second parent is a University faculty member who qualifies as the primary caregiver at some point within the first year after the child's birth or adoption, the second parent to qualify is also entitled to a ten-week paid parental leave, subject to the conditions and coordination stated above, but does not have an entitlement under other provisions of this Chapter.

## **9-H Reasonable Accommodations**

The University considers any reasonable accommodations necessary to enable a disabled faculty member to enjoy the benefits and privileges of employment equal to those enjoyed by similarly situated faculty who are without disabilities.

## **Chapter 10**

# **Transition from Full-Time Work**



## Chapter 10. TRANSITION FROM FULL-TIME WORK

<u>10-A EMERITI STATUS</u> .....	3
<u>10-B PHASED RETIREMENT</u> .....	3
<u>10-C CONTINUED POST-RETIREMENT ACADEMIC ACTIVITY</u> .....	3
<u>10-D RETIREMENT BENEFITS</u> .....	4
<u>10-D (1) Income Replacement</u> .....	4
<u>10-D (2) Health Care after Retirement</u> .....	4
<u>10-D (3) Long Term Care after Retirement</u> .....	4
<u>10-D (4) Other Benefits, Privileges and Guides</u> .....	4
<u>10-D (5) Changes in Benefits Programs</u> .....	4

## **10-A EMERITI STATUS**

The designation Emeritus or Emerita may be awarded to full-time faculty on or after retirement, or may be preapproved in contemplation of retirement to be effective upon retirement. Faculty who are not retiring from their academic careers but who leave the University to take a position at another institution are not eligible for the designation except in extraordinary circumstances. In preparing recommendations, the department or other appropriate academic unit will review the eligibility of all prospective retirees, and the Provost's Office will annually remind units to do so. The award of the designation is not automatic. It indicates honorable retirement from assigned duties, recognizes faithful service worthy of high commendation, and expresses an anticipation of continued membership in the academic community. The emeritus or emerita designation carries with it the honor of the title and the use of University facilities as authorized by the Provost.

The President may approve the title to be added to the last academic title a faculty member held in active service (e.g., Professor Emeritus of <discipline>; Professor <Emerita> of <discipline>, "Ken Price Professor Emeritus of Art" or "Anton Burg Professor Emerita of Chemistry"). The President will consider the recommendation of the department or other appropriate academic unit and the dean, the individual's curriculum vitae, and a summary of the individual's contributions. The President may also approve the designation for a title of honor or administrative title (e.g., named chairs emeriti, Distinguished Professors Emeriti, Deans Emeriti).

## **10-B PHASED RETIREMENT**

Full-time faculty who have submitted their retirement shall be entitled to receive a transitional part-time leave, with half-time (or greater) duties at proportionate compensation, for up to two years (or such longer period as the Provost decides). Such a leave is not available beyond the effective date of termination or non-reappointment under other policies, and use of such a leave requires Provost's approval if formal discipline is pending or under investigation under Chapters 6 or 8.

At the individual's option, the relinquishment of tenure may take effect either at the beginning or the end of the transition period; in either case, the individual will use his or her normal academic title during the transition period. Subsequent to the transition period, the faculty member may also be invited to serve part-time after retirement, as individually agreed, as provided below in Section 10-C.

## **10-C CONTINUED POST-RETIREMENT ACADEMIC ACTIVITY**

A retired faculty member is eligible to be invited to serve on a year-to-year or other fixed term basis (without tenure) for whatever services, compensation, and percentage of effort are agreed between the individual and the dean with

the approval of the Provost. Unless the Provost gives special permission, the percentage of effort must be less than 50% and thus under current policies the individual is not eligible for benefits. As agreed between the individual and the dean with the approval of the Provost, the retired faculty member (whether with or without compensation) may be authorized to continue to be principal investigator of grants and contracts, have research space as allocated, direct graduate students, and continue active participation in departmental and university activities as agreed. On the request of the department and dean, the Provost may reinstate the tenured status of the previously tenured individual only for the period invited back to service, not to continue when that period ends. The Provost may also appoint a previously tenured individual to roles dealing with tenure matters.

## **10-D RETIREMENT BENEFITS**

### **10-D (1) Income Replacement**

Information on the University retirement plan is available at the Benefits Administration web site (<http://benefits.usc.edu>).

### **10-D (2) Health Care after Retirement**

For information on USC Senior Care, call the Health Plans office.

### **10-D (3) Long Term Care after Retirement**

For information on Long Term Care insurance, contact the USC Benefits Administration office.

### **10-D (4) Other Benefits, Privileges and Guides**

Information on more USC benefits for retirees is on the Employee Gateway (<https://employees.usc.edu/retirement/>) and a directory of retiree privileges ("Gold Card") is on the Emeriti Center website (<https://emeriti.usc.edu/planning/retiree-privileges/>). A guide to those considering retirement is on the Faculty Portal (<http://faculty.usc.edu/benefits/retirement/>).

### **10-D (5) Changes in Benefits Programs**

As provided in Section 3-F, the particular provisions of all benefit programs, including those listed above, are subject to change from time to time by the Senior Vice President, Administration.

## Appendix

# USC Core Documents

## **Appendix: USC Core Documents**

<b>A-1</b>	Mission Statement.....	3
<b>A-2</b>	Code of Ethics.....	3
<b>A-3</b>	Strategic Plan.....	3

### **A-1 Mission Statement**

The mission statement of the University can be found:

<https://about.usc.edu/policies/mission-statement/>

### **A-2 Code of Ethics**

The University Code of Ethics can be found: <http://policy.usc.edu/ethics/>

### **A-3 Strategic Plan**

The Strategic Plan for the University can be found: <https://strategic.usc.edu>.