

APPENDIX IX.

TENURE POLICY STATEMENT OF PEPPERDINE UNIVERSITY

Faculty members at Pepperdine University are selected because of their academic and personal qualifications and the expectation of their success as teachers. They are also chosen because of their willingness to support the distinctive philosophy of the University and to work within it. Quality of academic preparation and promise, acceptance of Christian values, and respect for the University's religious heritage are paramount considerations in the recruitment, selection and promotion of faculty.

The University desires that faculty work in an atmosphere of academic freedom and economic security. This Tenure Policy Statement is designed to enable Pepperdine University to protect its distinctive mission as well as the rights of its faculty as they relate to academic freedom and tenure.

In recognition of the practices of the academic community and in awareness of the value of systems of tenure which have developed in American education, the University has adopted the policies set forth herein regarding tenure.

I. STATEMENT OF TERMS OF APPOINTMENT

The terms and conditions of every appointment to the faculty shall be stated in a written contract between each faculty member and the University. Any modification of such a contract must also be agreed to between those parties in writing. Neither a faculty member nor the University shall be bound by terms or conditions not agreed to in writing.

II. TENURE

Tenure is the right of a faculty member to continue to be employed by the University in the field of his or her specialization at the school within the University in which tenure is attained. However, tenure at the School of Law shall exist without reference to any field of specialization within the study of law. It is a privilege which may be granted to individuals who serve a period prior to tenure in a probationary appointment or to persons offered tenure by the University at the time of appointment. Tenure may be terminated only for adequate cause (except in the case of retirement for age as permitted by law) or under extraordinary circumstances because of financial exigencies, discontinuance or reduction of a program or department of instruction, or medical reason. Tenure review will occur at the times specified in V hereof.

III. CRITERIA FOR APPOINTMENT, RENEWAL AND TENURE

- A. In general, faculty are judged on the quality of performance in each of four areas: teaching; service to the University and the community; scholarly, artistic

or professional achievement; and a consistent pattern of support for generally accepted Christian values and the mission of the University.

- B. The substantive standards and procedures generally employed in decisions affecting appointment, renewal and tenure are contained in the appropriate school handbook and other written authority, if any. A faculty member may obtain these materials from the Divisional Chairperson or the Dean of the faculty member's school.

IV. ELIGIBILITY FOR TENURE

- A. Tenure track appointments are so designated in the faculty contract and may carry an academic rank of Instructor, Assistant Professor, Associate Professor, or Professor. Appointments are designated in the contract as "Probationary Tenure Track."
- B. Persons with appointments in any of the following categories are not eligible for tenure.
 - 1. Adjunct: These individuals serve the University in a position designed to meet defined and specific instructional needs.
 - 2. Faculty status: These individuals generally do not perform traditional faculty duties but are accorded faculty status because of their close association with the academic process.
 - 3. Short-term appointments: These individuals include visiting faculty and those employed for a relatively brief and specified period of time.
 - 4. Special appointments: These individuals are appointed on special terms by mutual agreement.

The provisions of this Tenure Policy Statement are only applicable to faculty with tenure or with probationary appointments and are thus not applicable to the above four categories unless otherwise agreed in writing.

V. PERIOD OF PROBATIONARY APPOINTMENTS AND TIME FOR TENURE REVIEW

- A. Probationary appointments may be for one year, or for other stated periods, subject to renewal at the option of the University. The total period of service in a particular school within the University in a probationary appointment prior to attaining tenure shall not exceed seven years. (This period of employment is stated herein solely to specify the maximum period of probation to tenure and

does not obligate the University to employ any person for the full term of such period.) Ordinarily there is no early tenure unless the faculty member has previous service elsewhere at a comparable professional level. In situations involving such prior service, the prospective faculty member and the University may agree in writing at the time of appointment on the length of the probationary period and the time of tenure review.

- B. Written notice that a probationary appointment is not to be renewed shall be given to the faculty member in accordance with X hereof. No later than thirty calendar days following such notification, the faculty member may file a written grievance in accordance with XIII hereof contesting the nonrenewal.
- C. A faculty member employed with the rank of "Instructor" must achieve the rank of "Assistant Professor" no later than the beginning of the fifth year of service to be eligible to apply for tenure.
- D. Faculty will normally apply to be reviewed for tenure during the sixth year of service in a probationary appointment in a school within the University. (Faculty members who are on probationary tenure track and under a fifth year review policy on the date this Tenure Policy Statement is adopted may elect to be reviewed for tenure appointment during the fifth year of service, in which event if tenure is not granted, the sixth year will be the terminal year.) In the event of failure to apply for tenure or if tenure is not granted, the seventh year will be the terminal year of service. Tenure review, however, may be deferred to the seventh year if, prior to making recommendation with respect to the granting of tenure, the school tenure committee or the Dean recommends deferment and the faculty member and the Chief Academic Officer concur. In any event, the seventh year will be the terminal year if tenure is not granted.
- E. A faculty member with the rank of Professor, Associate Professor or Assistant Professor may request in writing that the school tenure committee and the Dean of the school conduct a tenure review earlier than normally scheduled. The faculty member will set forth the case for early review. If the school tenure committee and the Dean recommend early review and the Chief Academic Officer concurs, early review will be granted. If the early review request is granted, the faculty member does not receive tenure, and no additional review is allowed, then the year following the early review will be the terminal year. If, however, the school tenure committee or the Dean recommends and the Chief Academic Officer concurs, one additional review will be allowed in accordance with V, D above.
- F. If an individual employed in one school within the University is subsequently employed in another school within the University, such previous service shall normally not be counted toward the achievement of tenure, and a new probationary period will begin.

VI. TENURE AND TENURE REVIEW

- A. In extremely rare cases, tenure may be granted concomitantly with an initial appointment.
- B. Faculty with probationary appointments will be reviewed in the following manner in consideration for tenure:
 - 1. School Tenure Committee: The first review shall be by the tenure committee of the faculty member's school in accordance with this Tenure Policy Statement and any applicable written procedures of that school. In keeping with the principle that tenure is granted in a particular school, the recommendation of the school tenure committee shall be considered the substantive faculty evaluation of the candidate for tenure.
 - 2. Dean of the School: The second review shall be an evaluation of the candidate's qualification for tenure by the Dean of the school in accordance with this Tenure Policy Statement and any applicable written procedures of the school.
 - 3. If both the school tenure committee and the Dean conclude that tenure should not be granted, tenure shall be denied and the candidate shall be promptly notified of such decision in writing. The candidate may appeal this decision as provided in VI, B, 7 below.
 - 4. University Tenure Committee: If the school tenure committee and/or the Dean concludes that tenure should be granted, the matter shall be referred to the University Tenure Committee for a third review. This review shall be in accordance with this Tenure Policy Statement and any applicable written procedures of that Committee. As part of this review the Committee shall determine that procedural and substantive rules and criteria for tenure are being consistently applied across the University within the context of the varied academic and professional programs.
 - a. If the University Tenure Committee concludes that tenure should be granted, the matter shall be referred to the administration of the University.
 - b. If the University Tenure Committee concludes that tenure should not be granted and one of the two first reviews recommended that tenure not be granted, tenure shall be denied and the candidate shall promptly be notified of such decision in writing. The candidate may appeal this decision as provided in VI, B, 7 below.

- c. If the University Tenure Committee concludes that tenure should not be granted and both of the two first reviews recommended that tenure be granted, the matter shall be referred to the administration of the University.
 - 5. University Administration: The administration shall for this purpose be defined by the President, but will always include the President and the Chief Academic Officer. If the administration of the University concludes that tenure should be granted, such recommendation shall be communicated to the Board of Regents of the University. If the administration of the University concludes that tenure should not be granted, tenure shall be denied and the candidate shall be promptly notified of such decision in writing. In the event of such a decision to deny tenure, the candidate may appeal such decision as provided in VI, B, 7 below.
 - 6. Board of Regents: The authority to grant tenure rests solely in the Board of Regents of the University. Its decision not to grant tenure is not subject to grievance or other appeal within the University. Review by the Board includes review and recommendation by both the Academic Affairs Committee and the Faith and Heritage Committee of the Board.
 - 7. No later than thirty calendar days following notification of a non-recommendation of tenure other than by the Board of Regents, the candidate may file a written grievance in accordance with XIII hereof contesting the denial of tenure.
- C. All faculty with tenure will be subject to a thorough review of performance every five years by the tenure committees of the schools. This review will serve to identify areas of strengths and weaknesses of faculty performance and to identify means to improve that performance.

VII. DISMISSAL FOR CAUSE

- A. Other than as provided in VIII hereof, dismissal of a faculty member with tenure, or with a probationary appointment before the end of the specified contract term, may only be for adequate cause. Adequate cause for a dismissal must be related, directly and substantially, to the fitness of the faculty member in a professional capacity as an educator, to a situation of serious neglect of duty, incompetence, gross misconduct, moral turpitude, or to a clear demonstration of a consistent pattern of disregard for the policies, the Christian values or the mission of the University.
- B. Dismissal for cause of a faculty member with tenure, or with a probationary appointment before the end of the specified contract term, will be preceded by:

1. Discussions between the faculty member and the appropriate University administrator looking toward a mutual resolution of concerns. In these discussions, the University, at its discretion, may offer the faculty member the option of resigning in lieu of a dismissal hearing.
 2. Informal inquiry by the school's tenure committee, or a subcommittee specially appointed by it which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken without its opinion being binding upon the University.
 3. Notice of intent to dismiss, delivered to the faculty member by serving it personally or by mailing it by means of United States certified mail to the faculty member's last known address, which shall inform the faculty member that employment will be terminated on a date not less than thirty calendar days from the date of personal delivery or mailing. The notice of intent shall also include a statement of reasons for dismissal, drawn with reasonable specificity by the Chief Academic Officer or the Chief Academic Officer's designee.
- C. Unless a faculty member who has been served with a notice of intent to dismiss exercises the right to grieve the decision to dismiss under XIII hereof by filing a written grievance within thirty calendar days of the date on which the notice is delivered or mailed, the dismissal shall become effective on the date specified in the notice of intent to dismiss without further notice or action required on the part of the University.
- D. If a faculty member gives timely notice of intent to grieve the decision to dismiss, the dismissal shall be postponed pending completion of the grievance procedure. The faculty member, however, may be suspended from duties without loss of pay or assigned other duties in lieu of suspension if, in the judgment of the Chief Academic Officer continued service results in immediate harm to the faculty member, others or the University.

VIII. TERMINATION FOR REASONS OTHER THAN CAUSE

A. Financial Exigency

1. Termination of an appointment with tenure, or of a probationary appointment before the end of the specified contract term, may occur because of a bona fide financial exigency, i.e., an imminent financial crisis which threatens the economic stability of a school and which cannot be alleviated by less drastic means. The capital assets of the University need not be depleted prior to declaring a situation of financial exigency.

2. A representative faculty body shall be consulted in the process of making the decision that a condition of financial exigency exists or is imminent and that all reasonable alternatives to termination of appointments have been pursued. This body shall consist of up to five faculty members from each of the schools within the University who are to be selected by the faculties of the respective schools.
3. Judgments determining where, within the overall academic program, termination of appointments may occur involve considerations of mission, as set forth in the Mission Statement, and educational policy as well as of faculty rank. The faculty shall have the opportunity to make recommendations in these matters, including recommendations to help determine the criteria for identifying the individuals whose appointments are to be terminated. These criteria may appropriately include length of service and total contribution to the University. The decision shall be made by the administration of the University.
4. The case of a faculty member given notice of proposed termination of appointment due to financial exigency will be governed by the following procedure.
 - a. The notice of proposed termination of appointment due to financial exigency shall be delivered in person or mailed by means of United States certified mail to the faculty member's last known address and shall inform the faculty member of the right under XIII hereof to file a written grievance within thirty calendar days of the date on which the notice is delivered or mailed.
 - b. The issues which may be addressed in any such grievance are limited to the following:
 - (i) The existence and extent of the condition of financial exigency. The findings of a faculty committee in a previous proceeding involving the same issue may be introduced. The administration shall have the responsibility of providing facts that establish the existence and extent of the condition.
 - (ii) The validity of the educational judgments and the criteria for identification for termination; but any criteria established as a result of consultation with the faculty body on these matters shall be given great weight.
 - (iii) Whether the criteria are being properly applied in the individual case.

5. If the University terminates appointments because of financial exigency, it shall not at the same time make new appointments except in circumstances where a distortion in the academic program would otherwise result. The appointment of a faculty member with tenure shall not be terminated in favor of retaining a faculty member without tenure within the same school except in circumstances where a distortion of the academic program would otherwise result.
6. Before terminating an appointment because of financial exigency, the University administration, with faculty consultation, shall make reasonable efforts to place the faculty member concerned in another suitable position within the University. If the placement is not in the same field of specialization and at the same school, tenure will terminate, but tenure may thereafter be obtained on the basis of service in the new appointment upon meeting the normal requirements for tenure. In no way should the academic quality of the University or any of its programs be compromised by offering tenured faculty appointments in fields of specialization in which faculty members are not well qualified.
7. In all cases of termination of appointment because of financial exigency, the position of the faculty member concerned shall not be filled by a replacement within a period of three years unless the released faculty member has been offered reinstatement and a reasonable time in which to accept or decline it.

B. Discontinuance or Reduction of Program or Department

1. Termination of an appointment with tenure may occur as a result of bona fide formal discontinuance or reduction of a program or department of instruction. No showing of financial exigency is required. The following standards and procedures shall apply.
 - a. The decision to discontinue a program or department of instruction shall be based upon educational considerations, as determined by the administration after consultation with a representative faculty body (as defined in VIII, A, 2), upon factors related to the mission of the University, or upon financial considerations where enrollment declines are seen as more than temporary in nature, and the University cannot reasonably continue to support such program or department without producing a significant negative impact on other programs or departments. The decision must reflect long-range judgments that the educational mission of the University as a whole will be enhanced by the discontinuance.

- b. Before the University issues notice to a tenured faculty member of its intention to terminate an appointment because of formal discontinuance of a program or department of instruction, the University shall make reasonable efforts to place the faculty member concerned in another suitable position. If the placement is not in the same field of specialization and at the same school, tenure will terminate, but tenure may thereafter be obtained on the basis of service in the new appointment upon meeting the normal requirements for tenure. In no way should the academic quality of the University or any of its programs be compromised by offering tenured faculty appointments in fields of specialization in which they are not well qualified.
- c. If no suitable position is available within the University, the faculty member's appointment may then be terminated. A notice of termination resulting from a discontinuance or reduction shall be delivered in person or mailed by means of United States certified mail to the faculty member's last known address and shall inform the faculty member of the right under XIII hereof to file a written grievance within thirty calendar days of the date on which the notice is delivered or mailed. The issues in connection with such a grievance shall be limited to the University's failure to satisfy any of the conditions specified in VIII, B, hereof.
- d. If the University terminates an appointment because of a reduction of a program or department, the appointment of a faculty member with tenure shall not be terminated in favor of the appointment or retention of a faculty member without tenure within the same program or department except in circumstances where a distortion of the academic program would otherwise result.
- e. In all cases of termination of appointment because of discontinuance or reduction of a program or department, the position of the faculty member concerned shall not be reinstated and filled by a replacement within a period of three years unless the released faculty member has been offered reinstatement and a reasonable time in which to accept or decline it.

C. Medical Reason

Termination of an appointment with tenure, or of a probationary appointment before the end of the specified contract term, for medical reasons must be based upon clear and convincing evidence that the faculty member cannot continue to fulfill the terms and conditions of appointment. The decision to terminate may be reached only after there has been appropriate consultation with medical personnel and after the faculty member concerned, or someone representing the

faculty member, has been informed of the basis of the proposed action and has been afforded an opportunity to present the faculty member's position. If the faculty member so requests, the evidence will be reviewed by the appropriate school tenure committee before a final decision is made. Notice of termination shall be delivered in person or mailed by United States certified mail to the faculty member's last known address and shall inform the faculty member of the right under XIII hereof to file a written grievance within thirty calendar days of the date on which the notice is delivered or mailed.

D. Retirement

The mandatory retirement age, to the extent permitted by law, for all tenured faculty members shall be seventy. By mutual agreement between the University and a faculty member, however, the faculty member may receive additional teaching appointments not to exceed one year at a time following mandatory retirement. In the event no further appointments are made, no notice of intention not to make additional appointments shall be required. Tenure may not be retained by faculty members who are retired even though they continue to teach.

IX. PROCEDURES FOR IMPOSITION OF SANCTIONS OTHER THAN DISMISSAL

- A. If the University believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify imposition of a severe sanction, such as suspension from service for a stated period, the University may institute a proceeding to impose such a severe sanction. The procedures outlined in VII hereof relating to dismissal for cause shall govern the proceeding.
- B. If the University believes that the conduct of a faculty member justifies imposition of a minor sanction, such as a reprimand, it shall notify the faculty member of the basis for the proposed sanction and provide an opportunity for the faculty member to respond prior to imposition of the proposed sanction.

X. NOTICE

- A. If a probationary appointment is not renewed other than for failure to achieve tenure or pursuant to VII or VIII hereof, the faculty member will receive notice in accordance with the following schedule:
 - 1. Appointments that coincide with the academic year:

- a. Notice shall be given by March 1 of the first year of probationary service.
 - b. Notice shall be given by December 15 of the second or later year of probationary service.
2. Appointments that do not coincide with the academic year:
- a. If a faculty member in the first year of probationary service has a contract with a beginning date other than the first day of August or September, the probationary faculty member shall receive notice of nonrenewal at least three months before the expiration of the contract.
 - b. If a faculty member in the second or later year of probationary service has a contract with a beginning date other than the first day of August or September, notice of non-renewal shall be given at least six months prior to the expiration of the contract.
- B. In the case of termination for reason of financial exigency of a faculty member with tenure or on probationary appointment, the notification dates described above do not apply. However, as much notice as practicable shall be given, but in no event shall it be less than thirty days.

XI. ACADEMIC FREEDOM

The University realizes that academic freedom and economic security are essential for acquiring and maintaining a strong faculty. The faculty member must enjoy that freedom characteristic of the best in higher education as it has developed in Western culture. A faculty member, while recognizing a special responsibility to the University as a contributing scholar, requires freedom of discussion in the classroom and freedom of professional research and publication of results. Dedicated to the free pursuit of truth, a faculty member should consider it a basic duty to encourage freedom of inquiry in peers and in students. While abiding by and supporting the policies, ideals, and procedures of the University, the faculty member has the right of peacefully seeking revision of policies. Free inquiry and the pursuit of truth are indispensable conditions for the attainment of the goals of any university. A faculty member, while enjoying academic freedom, shares responsibility with the administration for the preservation of this freedom. Therefore, a faculty member is free in the quest for truth within a broad but intricate framework of responsibility to colleagues and students as sharers in this quest, to the University with its ideals and purposes, and to society with its basic mores and morals.

XII. ADMINISTRATIVE PERSONNEL

This Tenure Policy Statement applies to administrative personnel who hold an academic rank of Instructor or above but only in their capacity as probationary or tenured faculty members.

XIII. GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure is to provide a full opportunity for the resolution of grievances of faculty with tenure or probationary appointments concerning academic freedom, tenure, promotion and other issues.

B. Grievance Committee

Annually, the faculty of each school shall elect three faculty members from their respective schools to serve on the University Grievance Committee. Each elected member shall continue as a member of the Committee until a successor has been elected.

C. Grievance Committee Secretary

The Chief Academic Officer shall designate an individual who is not a member of the Grievance Committee to serve as Secretary to the Committee. The Secretary shall:

1. Coordinate the selection of hearing panels.
2. Be present at all hearing panel meetings except those in which a hearing panel is engaged in deliberations.
3. Provide assistance as needed, including the scheduling of meetings and the maintenance of minutes and other official records of the proceedings.

D. Initiating a Grievance Proceeding

Before initiating a formal grievance, a faculty member should discuss the matter in dispute with the appropriate University administrator looking toward a mutual resolution of concerns. If a resolution does not result and the faculty member is satisfied that there is proper cause for grievance, a written grievance may be submitted to the Secretary of the Grievance Committee. The grievance shall specify the problem at issue, the procedure or norm violated, and the relief sought. The Secretary shall cause a copy of the grievance to be transmitted to

the University's Chief Academic Officer. The Chief Academic Officer shall designate a University administrator to represent the University in responding to the grievance.

E. Confidentiality of Proceedings

Members and the Secretary of the Grievance Committee may not discuss, outside of the formal process, cases that are pending, being heard or have been resolved. Public statements concerning a grievance by the faculty member, University or witnesses should be avoided.

F. Selection of a Hearing Panel

Within seven calendar days of the filing of the written complaint, the Chief Academic Officer shall furnish the faculty member with a list of six or more members of the Grievance Committee. At least one of the six members of the Grievance Committee shall be from the school of the grieving faculty member. Within seven calendar days of the date on which this list is submitted to the faculty member, the faculty member shall designate three persons from the list to serve as the Hearing Panel. The faculty member shall also identify two alternates from the list to serve as members of the Panel in the event that a person selected by the faculty member is unavailable to serve. If an individual on the list is involved in the complaint or should be disqualified for bias or interest, that person shall remove himself/herself from consideration. The members of the Hearing Panel shall select one of their number to serve as chairperson.

G. Scheduling of Hearing

As soon as the Hearing Panel has been selected, the Secretary of the Grievance Committee shall notify the University's Chief Academic Officer. In consultation with the faculty member, the University's representative, and the members of the Hearing Panel, the University's Chief Academic Officer shall set the date, time and place of the hearing, giving at least fourteen calendar days written notice. The Hearing Panel shall have the authority, where it deems appropriate and in consultation with such persons, to adjourn and continue a hearing until a future date.

H. Academic Advisor and/or Legal Counsel

In connection with any grievance hearing conducted under these procedures, the faculty member shall be permitted to have present another faculty member and/or legal counsel to serve as an advisor. The University's representative may be assisted by legal counsel. If a faculty member or the University intends to be assisted by legal counsel, written notice of this intention must be given to the

other party at least five calendar days in advance of the hearing. The role of an advisor or legal counsel in connection with proceedings conducted under these policies is that of an advisor. The faculty member and the University's representative will be expected to speak for themselves. Therefore, an advisor or legal counsel for the faculty member or the University shall only address the Hearing Panel when requested to do so by the Hearing Panel.

- I. Review Procedures for Dismissal of a Tenured Faculty Member or a Faculty Member with a Probationary Appointment Prior to the End of the Contract Term:
 1. The Hearing Panel shall hold a formal hearing to consider the allegations made in the complaint.
 2. In advance of the formal hearing, the Hearing Panel may hold a joint pre-hearing meeting with the faculty member and University's representative in order to (a) simplify the issues; (b) effect stipulations of facts; (c) provide for the exchange of documentary or other information; and (d) achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective and expeditious. The University will, insofar as possible, secure the cooperation of witnesses and make available necessary documents and other evidence within its control.
 3. The faculty member and the University's representative, and their advisors or legal counsel, shall have the opportunity to be present during all argument and presentation of evidence.
 4. The hearing and pre-hearing conferences will be closed unless the faculty member and the University agree otherwise.
 5. The Hearing Panel shall determine the order of proof and, where appropriate, exclude irrelevant or unduly repetitious evidence or argument. Technical rules of evidence shall not apply.
 6. The faculty member and University's representative shall have the right, within reasonable limits, to propound questions to all witnesses who testify orally and, where possible, to address questions in writing to those who do not testify orally. Where unusual or compelling reasons move the Hearing Panel to withhold this right, or where witnesses cannot or will not appear, but the Hearing Panel concludes that circumstances warrant admission of their statements, such statements may be considered by the Hearing Panel provided that the identity of any witness and his or her statement is fully disclosed to the faculty member and the University representative. The weight, if any, to be accorded to such statements shall be determined by the Hearing Panel.

7. A record, ordinarily in the form of a tape recording of the hearing, will be made.
 8. The burden of persuading the Hearing Panel that adequate cause for dismissal exists rests upon the University and shall be satisfied by a preponderance of evidence in the record considered as a whole.
 9. At the completion of the hearing, the Hearing Panel shall prepare a written advisory report consisting of findings, conclusions and recommendations and submit it to the President of the University with copies to the faculty member and University's representative. The Hearing Panel shall also forward to the President any written material or other items that it considered in connection with the review process as well as the record of the hearing. Such items shall be retained by the University for at least one year from the date that the President issues a decision, after which they may be destroyed at the discretion of the University. At any time before such items are destroyed, copies shall be made available to the faculty member upon request and payment of the reasonable expense of copying.
 10. Either the report of the Hearing Panel will be sustained by the President or the proceeding will be returned by the President to the Hearing Panel with specific objections. In the event that the President returns the proceeding to the Hearing Panel with objections, the Hearing Panel will then reconsider its report, taking into account the stated objections and receiving new evidence if necessary. The President will make a final decision after study of the Hearing Panel's reconsideration. Prior to taking any actions hereunder, the President may discuss the findings, conclusions and recommendations with the Hearing Panel, the faculty member or any other person. The President shall submit a decision in writing to the members of the Hearing Panel, the faculty member, and the appropriate University representative. The decision of the President shall be final.
- J. Review Procedures for Matters Other Than Dismissal of a Tenured Faculty Member or a Faculty Member with a Probationary Appointment Prior to the End of the Contract Term:
1. The Hearing Panel shall meet in closed session.
 2. The faculty member and University representative shall be provided with an opportunity to meet with the Hearing Panel. As it deems appropriate, the Hearing Panel shall interview other persons and will consider written materials and other items pertinent to the grievance.

3. The burden of persuading the Hearing Panel that the actions or decisions of the University were not proper rests upon the faculty member and shall be satisfied by a preponderance of the evidence in the record considered as a whole.
4. The Hearing Panel shall not substitute its judgment on the substantive merits of any action or decision for that of faculty committees or administrators who are charged under this policy or other University policies with taking such an action or making such a decision. Rather, the Hearing Panel shall confine itself to determining whether the action or decision was materially affected by a failure to follow applicable procedures.
5. At the completion of its review, the Hearing Panel shall prepare a written advisory report consisting of findings, conclusions and recommendations and submit it to the President of the University or the President's designee(s) with copies to the faculty member and the University's representative. The Hearing Panel shall also forward to the President or the President's designee(s) copies of any written material or items that it considered in connection with the review process. Such items shall be retained by the University for at least one year from the date that the President or the President's designee(s) issues a decision, after which they may be destroyed at the discretion of the University. At any time before such items are destroyed, copies shall be made available to the faculty member upon request and payment of the expense of copying.
6. The President or the President's designee(s) shall consider the report of the Hearing Panel and take whatever actions are deemed appropriate. Prior to taking such actions, the President or the President's designee(s) may discuss the report with the members of the Hearing Panel, the faculty member or any other person. The President or the President's designee(s) shall submit a decision in writing to the members of the Hearing Panel, the faculty member and the appropriate University representative. The decision of the President or the President's designee(s) shall be final.

XIV. MODIFICATION

This Tenure Policy Statement has been adopted by the Board of Regents of the University which retains the right of final decision in all matters included in this document.