

Amendments to Faculty Handbook 04/23/15

2-B (5) The Faculty Handbook

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.

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.

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

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.

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.

Rationale: Places in the Handbook Provost Garrett's "anti-bureaucratic" principle that all rules are supposed to be applied sensibly.

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 information relating to most student concerns, the primary documents of authority are the [University Catalogue](http://www.usc.edu/catalogue) (<http://www.usc.edu/catalogue>) and [SCampus](http://www.usc.edu/scampus) (<http://www.usc.edu/scampus> <http://scampus.usc.edu>). 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://www.usc.edu/soc) (<http://www.usc.edu/soc>); the [Grading and Correction of Grades Handbook](http://www.usc.edu/dept/ARR/grades/) (<http://www.usc.edu/dept/ARR/grades/>); and the [Student Directory](https://my.usc.edu/wp/student/SearchForm.do) (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.

Specific Issue	Source(s)
Information about conduct of courses, grading, student records, students with disabilities, ethics of graduate study, and academic integrity	University Catalogue ; Schedule of Classes ; Grading and Correction of Grades Handbook ; Student Conduct Code (http://scampus.usc.edu/university-student-conduct-code/http://scampus.usc.edu); sections of SCampus ; Code of Ethics (http://ooc.usc.edu/usc-code-ethics)
Information about registration, withdrawal, drop and add procedures, dates and locations, and rescheduling of classes	University Catalogue ; Schedule of Classes
Information regarding the	University Catalogue ; Schedule of

administration of mid-term exams, final exams, accommodations for students with disabilities, and submission of grade reports	Classes; Grading and Correction of Grades Handbook ;
Information on identifying and responding to academic dishonesty	Student Conduct Code and University Governance sections of SCampus (https://scampus.usc.edu/university-governance/http://scampus.usc.edu)
Email and contact identification for enrolled students	Student Directory (On-line only)

The following administrators and their staffs may also be consulted regarding matters not covered in the foregoing publications: Vice Provost for Student Affairs, 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.

Rationale: *SCampus subsections have changed, and may change in subsequent editions*

3-D (2) Changes in Compensation

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.

- *Other Supplementary Salary and Administrative Stipends:* Full-time faculty members on academic year or fiscal year appointment may receive extra compensation from non-grant funds ~~during the academic year or fiscal year, respectively,~~ subject to the approval of the Provost. Administrative stipends and other supplementary salary, along with core salary, as established annually by the Provost are part of institutional base salary as specified by the Compliance office.

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 (a) 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 (b) for adequate cause (not for financial exigency) with the protections provided in Chapter 6 or Section 8-B of Chapter 8 or (c) in accord with contractual terms or express agreement with the faculty member. These cuts are not to exceed 10%, for violation of the policy on Providing a Safe Educational and Work Environment, Chapter 6, or not to exceed 10% for adequate cause (as defined in the first sentence of Section 8-C of Chapter 8), not necessarily serious enough to warrant dismissal, after recommendation by a faculty committee. 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.

Rationale: Supplemental pay is possible during the summer too.

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 Probationary Deadlines for its review and recommendation in writing to 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.

~~Faculty members do not have a specific number of days a year during which they are allowed sick leave, and therefore do not accrue days of sick leave. 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.

Rationale: New California law effective July 1 mandates sick leave.

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. Non-tenure-track full time faculty are invaluable to help perform the research and clinical practice missions of the University, and also 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 non-tenure-track 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.

Rationale: Paralleling the reciprocal situation when a USC professor is asked to meet an emergency need elsewhere.

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 non-tenure-track faculty title.

When there is a proposal to appoint an individual to a non-tenure-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 a non-tenure-track faculty member 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.

Each school policy shall maintain a limit for the maximum number of non-tenure-track teaching 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.

~~When a non-tenure-track faculty member is renewed for more than three continuous years, documentation will be submitted for the Provost's review to show that the individual has the work profile of a non-tenure-track rather than a tenured or tenure-track faculty member and that the individual's performance has received especially careful review during the third year. Periodically during the continuing appointment of a non-tenure-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.~~

Rationale: Removes ambiguity whether earlier wording meant a one-time review, gives school's flexibility on timing, provides for review of part-timers, ensures promotion will be considered (or non-reappointment where that is necessary.)

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

~~4-D(1)(a) Prior Service~~

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 one year of such prior ~~probationary~~ service, the maximum probationary period shall be one year shorter; with two years of prior probationary service, the maximum probationary period shall be two years shorter; with three or more years of prior probationary service, the maximum probationary period shall be three years shorter--even though, thereby, the faculty member's total probationary period at both institutions combined is extended beyond the usual maximum.

Rationale: For consistency with lines 3-4.

4-D (1.5)(f) Committee on Probationary 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 Probationary 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 of Chapter 3, 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.

Rationale: For fairness in case of major earthquakes, etc. Based on Stanford handbook.

4-D (1.5) (b) Non-tenure-track Promotion Deadlines

If an approved school guideline establishes an up-or-out deadline for non-tenure-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 non-tenure-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 non-tenure-track faculty member, the Committee will include non-tenure-track faculty of the rank of associate professor or above, as well as tenured faculty.

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Rationale: Fairness

4-D (2) Term of Employment for Non-Tenure-Track Faculty

Non-tenure-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 of Chapter 3, 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.

Non-tenure-track faculty appointments do not count toward a probationary period and do not lead to consideration for tenure. A signed copy of the non-tenure-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)(f12) concerning the process for the decision.

Rationale: More positive phrasing. Fairer to give notice.

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 statements of the assessment of the evidence by faculty departmental and school committees, as well as by department chair and dean, and external evaluators. Both internal and external evaluations should be candid, and shall be kept confidential to the full extent allowed by law. 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.

Rationale: Places in Handbook long-established principles already in the UCAPT guidelines.

4-G EVALUATION, REAPPOINTMENT AND PROMOTION OF NON-TENURE-TRACK FACULTY

(1) The University has no obligation to renew a non-tenure-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 non-tenure-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.

Rationale: Clarity. Current practice.

Proposed non-tenure-track faculty guidelines of a school are formulated by the Dean after the recommendation of ~~both~~ the tenured, tenure-track, and non-tenure-track 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 non-tenure-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 or adequate cause, in which case the Dean must consult first with the appropriate faculty committee. 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. Dismissals for cause must be in accord with procedures specified in Chapter 8. Mid-contract terminations for poor performance or adequate cause should not be confused with dismissals for cause; termination is based on a failure to meet expectations that is less egregious and that does not entail the same opprobrium as dismissal.

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 90 days' salary.

Rationale: Fixes typo ("haplography").

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. For nomination procedures, see Section 2-B (4)(a) of Chapter 2. 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) of Chapter 2. 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 non-tenure-track promotions, the President receives the advice of the University Committee on Non-Tenure-Track Promotions to consider appeals when deans have not agreed with the advice of faculty committees. The committee appoints ad hoc panels that include both tenured and non-tenure-track faculty. Individuals shall not be appointed to panels deliberating on files prepared by the specific units in which they serve.

Rationale: Fairness.

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 non-tenure-track cases include tenured, tenure-track, and non-tenure-track faculty. Procedures for certain appointments are abbreviated as provided in Section 4-A.

Rationale: Current general practice.

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, except in rare instances involving national security, exceptional national need, or other special circumstances. Proposals for such exceptions must be reviewed and approved by a standing committee of faculty from a broad range of disciplines appointed by the Provost.

(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.

Rationale: To conform with law.

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).

Rationale: To conform with law.

7-C (2) Convening a Grievance Hearing

7-C (2)(a) Scheduling

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), the parties will consult on a hearing date convenient for all involved and notify the chair of the Committee on Faculty Tenure and Privileges Appeals of the date agreed. In the absence of an agreement of the parties, or if the agreed date 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 six months pass and the two sides have neither scheduled a hearing nor invoked the assistance of the chair in doing so, the chair will dismiss the case.~~ If six months pass and the hearing has not been held, the chair will dismiss the case, except if the chair or the panel allows a brief extension, if needed to reschedule or complete a hearing. However, in grievances filed under Chapter 6, the hearing will be held within 30 days, 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.

Rationale: Further time may be needed for rescheduled or multiday hearings. Chapter 6 provision to meet government requirements.

7-C (2)(c) Delays and Abandonment

~~If either side does not cooperate in moving the proceedings forward, or the two sides are unable to agree on scheduling the hearing, the other party may invoke the assistance of the chair of the Committee on Faculty Tenure and Privileges who may make appropriate procedural decisions. If the administrator who is a party has not cooperated, the chair will report that fact to the President of the University and request appropriate disciplinary action. If six months pass and the two sides have neither scheduled a hearing nor invoked the assistance of the chair in doing so, the chair will dismiss the case.~~ 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 Faculty 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.

Rationale: For clarity. Restoring some language from earlier edition.

8-D (2) Formal Proceedings

Step 5: If the faculty member has not resigned and the chair of the Senate Committee on Faculty Rights and Responsibilities and the Faculty Mediation Officer 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 Faculty 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 33 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 constituting the Hearing Board;~~ 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 shall be satisfied only by a clear, persuasive preponderance of evidence in the record considered as a whole.

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 non-tenure-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 non-tenure-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 non-tenure-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.

Rationale: For clarity, explaining how NTT panel members are selected.

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 the greater 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.

(3) When this Chapter mentions “faculty” that includes benefits-eligible non-tenure-track faculty ~~who have worked at the University for at least 12 months~~ as well as tenured and probationary 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://www.usc.edu/benefits>.

(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.

Rationale: Extending this benefit to NTT in their first year.

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).

Rationale: Some schools have half-courses.

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 Sections 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.

Rationale: For clarity, stating the meaning of current rule.