

**PURDUE UNIVERSITY  
OFFICE OF THE PRESIDENT  
EXECUTIVE MEMORANDUM No. B-48  
(Supersedes Executive Memorandum No. B-38)**

**July 1, 1977**

To: Chancellors, Deans, Directors, and Heads of Schools, Divisions, Departments, and Offices

Re: Principles and Policies for Academic Freedom, Responsibilities and Tenure, and Procedures for Termination of Faculty Appointments for Cause

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Application: This Memorandum applies to all members of the Purdue University faculty

**I. Principles**

1. A faculty member shall have full freedom as a researcher, scholar, or artist. He/she shall be assured freedom to communicate his/her work, to advocate solutions to human problems, and to criticize existing institutions. This freedom is subject only to adequate performance of his/her academic duties and to obligations he/she may have voluntarily assumed in accepting such support for his/her research. It should be recognized that research activities are also subject to University policies on patents, copyrights, and inventions set forth in Executive Memorandum No. B-10 or succeeding memoranda and, where applicable, to duly established regulations designed to protect the rights and welfare of human subjects.
2. A faculty member shall have freedom in the classroom in discussing his/her subject, but he/she should avoid infringing upon his/her students' right to learn by introducing irrelevant subject matter.
3. A faculty member is a member of society; when he or she speaks or writes in that capacity freedom from University censorship or discipline shall prevail. The special position in the community enjoyed by a faculty member, however, imposes special obligations. As a scholar and a member of the University faculty, it should be remembered that the public may judge one's profession and the University by public utterances. A faculty member should make every effort to indicate that he/she is not a spokesperson for the University. A faculty member who assumes a governmental or political position or responsibility with the full consent and

knowledge of the University shall be protected in his/her tenure rights in the event of controversy arising from the performance of his/her duties.

4. By accepting appointment to the faculty, the faculty member assumes the responsibilities of teaching, administration, or research as assigned by the proper University authorities. It is expected that these duties will be carried out in accordance with the spirit and terms of USD 66-14, Standards of Academic Ethics Within the University.

## II. **Tenure Policies**

1. Appointments to the faculty are made by the Board of Trustees upon the recommendation of the President of the University. The terms and conditions of the appointment constitute and are set forth in a written contract of employment.
2. Tenure at Purdue University is a matter of policy and not a legal obligation binding on the University. Tenure policies are subject to change by the Board of Trustees, and it follows that all appointments to the faculty are subject to such changes. It is the policy of the University to renew appointments of faculty members who have attained tenured status, subject always to the availability of funds, the continuance of activities in the area of employment, and the absence of circumstances which would otherwise entitle the University to terminate the appointment for cause. Tenure is effective only at the particular campus of the University where it was acquired.
3. It is the intent of the University that tenure be acquired only as a result of positive action and never by default. The current policies concerning acquisition of tenured status are listed below. (These policies for acquisition of tenure are not intended to remove from the President of the University or his designees the power to terminate non-tenured or probationary faculty members after appropriate consultation.)
  - a. Full-time members of the faculty who hold the rank of professor, associate professor, assistant professor, or instructor are eligible for tenure. The procedures for obtaining tenure are as follows:
    1. Tenure will be automatically granted upon promotion to the rank of associate professor or professor

2. The tenure of all other members of the faculty eligible for tenure will be determined during a probationary period not exceeding
  - a. three years for professors
  - b. four years for associate professors
  - c. seven years for assistant professors and instructors
  
3. Sometime not later than during the penultimate year of the probationary period, the department head will convene the department primary committee to consider tenure. The same procedures and documents used in considerations of promotion will be followed. A positive vote of the primary committee will be documented and forwarded by the department with his/her own recommendation to the area committee. If the vote of the primary committee is negative, the department head may either forward the documentation to the area committee with his/her own positive recommendation or else inform the faculty member by letter that his/her employment will be terminated at the end of the probationary period.

The area committee of each school will be convened annually to consider all recommendations for tenure forwarded to it. The same procedures and documentations used in considerations of promotion will be used. The dean of each school will forward his/her recommendation and that of the area committee for final decision to:

- a. The executive vice president and provost for tenure recommendations at the West Lafayette Campus, and
  - b. The chancellors for tenure recommendations at their respective regional campuses in accordance with the procedures approved for the respective campuses.
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- b. Also eligible for tenure are professors, associate professors, assistant professors, and instructors who hold part-time appointments of not less than 50% of full-time and whose duties include the normal responsibilities of full-time faculty

members, including teaching, research, and service. The procedures for obtaining tenure are the same as those for full-time faculty members as described in a. above. However, the faculty member may request an extension of the probationary period by one, two, or three years. This request shall be made by a letter to the dean, with a copy to the department head, prior to the meeting of the primary committee during the penultimate year of the probationary period for full-time faculty as defined in a. above.

In the event of an adjustment to full-time status during the probationary period, the request for an extension of probationary time will be restricted as follows:

If the adjustment to full-time status occurs during the

- a. first or second year, there will be no extension of probationary time
- b. third year, there will be a maximum extension of one year
- c. fourth year, there will be a maximum extension two years
- d. fifth or sixth year, there will be a maximum extension of three years.

A member of the faculty whose initial appointment is on a full-time basis and whose appointment is adjusted to a part-time basis during the first three years of service to the University may request an extension equivalent to the probationary time for those who begin with a part-time appointment. If the adjustment to part-time status occurs during the fourth or subsequent year of initial appointment, the probationary period will be the same as that of a full-time faculty member as stated in a. above.

- c. Members of the faculty who hold appointments other than those listed in a. and b. above (e.g., lecturer, adjunct instructor or professor, associate staff, affiliate staff, etc.) are not eligible for tenure.
- d. The accumulation of time toward tenure is expected to be on an uninterrupted basis as a full-time faculty member or a

part-time faculty member as defined in b. above at one campus of Purdue University, but justifiable conditions or interruptions may be considered as a basis for deviation from this policy. Official leave without salary will not be considered an interruption of continuity of service but will not count toward the limits of probationary time. Different provisions concerning the length of the probationary period for faculty members coming to any one Purdue campus with professional experience at another institution or at a different Purdue campus may be made in individual cases if set forth in the written contract of employment.

- e. Administrative officers serve at the pleasure of the Board of Trustees and there shall be no tenure in an administrative office. Further, there shall be no tenure associated with administrative titles carrying the phrase "with the rank of."

### III. **Procedures in Cases of Termination for Cause:**

1. General. In all cases in which the University proposes to terminate for cause the appointment of a faculty member who has previously acquired tenure, or to terminate for cause the appointment of a non-tenured faculty member prior to the expiration of the term of appointment, the following procedures set forth in this Memorandum shall apply and in all such cases the faculty member shall be entitled to a hearing before a committee of the faculty as provided herein. The procedures set forth herein do not apply to cases in which the appointment of a non-tenured faculty member has expired or will expire by its terms and the University does not grant such person a new appointment or does not renew or extend the term of his/her appointment.

Committees on the faculty. On the West Lafayette Campus the committee of the faculty shall be the Faculty Committee on Censure and Dismissal Proceedings, as constituted under the provisions of Senate Document 68Ä38, with such amendments as may be approved by the University Senate and the Board of Trustees. On the Regional Campuses such hearings shall be held before comparable faculty committees.

2. Informal Procedures. Actual or potential controversies concerning the termination for cause of a faculty member should be resolved informally if possible. The President of the University or his designee (e.g., Executive Vice President and Provost or Regional Campus Chancellor) may discuss the matter with the faculty member in a personal conference. If this does not result in a

solution of the problem by mutual consent, or if the President of the University or his designee should desire faculty advice before opening discussion with the faculty member, the matter may be referred to the Faculty Affairs Committee of the University Senate (or comparable faculty committee at a regional campus). The role of this committee will be to inquire informally into the situation, using whatever procedures seem appropriate, and to advise the President of the University or his designee and the faculty member with particular attention to the desirability of effecting a resolution of the problem to the satisfaction of all concerned. If informal resolution is not possible, and if either the President of the University or his designee or the faculty member requests a formal hearing, formal proceedings may be instituted in accordance with the provisions of this document.

3. Formal Procedures.

- a. Adequate cause for termination of the employment of a faculty member from a tenured position or before the expiration of the term of appointment of a non-tenured faculty member will include proven incompetence, gross neglect of duty, moral turpitude, or improper conduct injurious to the welfare of the University. Other actions inconsistent with the responsibilities of a member of the academic community may provide adequate cause for removal, but the principles set forth in I. above shall not be violated. Improper conduct injurious to the welfare of the University either by individuals or by groups shall include (but not by way of limitation) obstruction or disruption of the teaching, research, administration, disciplinary procedures, or other University activities, or of other authorized activities on University premises, or inciting others to conduct having such effects.
- b. In all cases in which the University proposes to terminate an appointment for cause before the end of the term of the appointment (whether or not the faculty member has acquired tenure), and if the matter has not been informally resolved, the President of the University, or his authorized representative, shall initiate formal proceedings by giving the faculty member a written statement containing the precise charges upon which the proposed termination for cause is based. This communication shall inform the faculty member, by inclusion of a copy of this Memorandum, of the procedural rights that will be accorded him/her. The President or his authorized representative shall request the Faculty

Committee on Censure and Dismissal Proceedings (or appropriate Regional Campus committee) to set a time and place for the formal hearing of the case. The Hearing Committee shall be constituted as described in Senate Document 68Ä38 or parallel Regional Campus documents. The faculty member shall, not less than one week before the date set for the hearing, submit to the President and to the Hearing Committee his/her written answer to the charges, or state that no hearing is desired. If the faculty member fails to answer the charges or states that he/she desires no hearing be held, the President may proceed with the termination or may request that the hearing be held.

- c. The faculty member may be suspended during the proceedings involving him/her only if, in the judgement of the President, his/her continuance should threaten immediate harm to the faculty member, to others, or to the University. Before suspending a faculty member, the administration will, if feasible, consult with the Faculty Affairs Committee. Unless legal considerations forbid, any such suspension shall be with full pay.
- d. The function of the Hearing Committee shall be to determine whether or not the faculty member is guilty of the charges set out in the written statement of charges. The Hearing Committee will conduct its hearings in private. The President of the University may attend the hearings, as may his representatives chosen to present the point of view of the administration. The faculty member may be accompanied by an advisor of his/her own choosing who may act as his/her counsel. The Hearing Committee will receive oral and written statements of witnesses and other evidence concerning matters set forth in the letter of the President of the University as desired by the President of the University or his designee, the faculty member, and the Committee.

The Hearing Committee will conduct the questioning of the witnesses and should secure the presentation of all evidence deemed important to the case. The faculty member and his/her counsel and the President of the University and his representatives will have the right to question all witnesses who testify orally, within reasonable limits.

The faculty member will have the opportunity to be confronted by all witnesses adverse to him/her, except under the most unusual and urgent circumstances or if the witness

cannot appear. In any case, the identity of the witness, as well as his/her statement, must be disclosed to the faculty member. In the case of charges of incompetence, the testimony on this point should include that of qualified scholars.

The Hearing Committee shall give opportunity to the faculty member and his/her counsel and to the President of the University and his designated representatives, to argue orally before it. The Hearing Committee may, if it desires, request written statements.

Within a reasonable time after the conclusion of the hearing and the receipt of the transcript of the hearing, the Hearing Committee (by a majority vote of the entire Committee) shall determine whether the faculty member is guilty of each of the charges set forth in the written statement of charges. This determination shall be based solely on the evidence introduced at the hearing. The Committee shall prepare a written report setting forth its determination of guilt or innocence and shall also state its specific findings of fact supporting its determinations as to each charge. Copies of the report shall be furnished to the faculty member and to the President, and each of them or their representatives shall have access to the record of the hearing. The President shall take appropriate action in view of the report.

#### **IV. Review Procedures**

Either the faculty member or the President may, within 30 days after receiving the record of the hearing and the Committee report, request a review by the Board of Trustees. The Board's review shall be based on the record made during the hearing before the Hearing Committee, accompanied by full opportunity for either written briefs or oral argument, or both. If the Board affirms the determinations of the Hearing Committee, the matter shall be deemed closed and the President may proceed to terminate the faculty member if he/she has been found guilty of any of the charges. If the Board finds that the Hearing Committee's determinations and findings of fact are not supported by substantial evidence, or are otherwise improper, the Board shall return the matter to the Hearing Committee with a written statement of its reasons. The Hearing Committee shall reconsider the matter, receiving new evidence as deemed necessary. It shall then report its new determinations and findings of fact to the Board, with copies to the faculty member and the President. After considering the report, the Board shall make its final decision in the case, and the matter shall be deemed closed.