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# FACULTY HANDBOOK

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SOUTHERN UNIVERSITY LAW CENTER



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## INTRODUCTION

The Law Center faculty is governed substantively and substantially by policies of Southern University - Baton Rouge, except in those instances where characteristic differences typical of our needs and unitary organizational structure as a professional school dictate deviation from those policies. To voluntarily preserve continuity and a desirable degree of uniformity, this remains true today. However, because of special needs, the Law Center had to adopt and implement certain guidelines that are more congruent with the effective fulfillment of its mission and purpose. This Faculty Guide, although it is to be read in *pari materia* with other documents that may affect your employment, provides some of the important information that is not covered in the University Faculty Handbook.

Also, you are encouraged to make frequent use of our catalog for other vital information, especially regarding academic matters.

Southern University Law Center is governed by the rules and policies established by Southern University Board of Supervisors. The Faculty Guide incorporates such rules and policies. However, in case of any conflict, the rules and policies of the Board prevail. The faculty is advised to refer to the current rules and policies of the Southern University Board of Supervisors.

If there are questions that are not answered by these publications, please feel free to contact the Chancellor's Office for clarification.

## **STATEMENT OF PURPOSE**

The Law Center recognizes the need to prepare highly skilled and perceptive professionals who will bring legal expertise to communities that are generally underserved. As one of the remaining historically African-American law schools, the Law Center has a unique responsibility. It is obligated to establish programs designed to meet not only the needs of students in general, but to provide African-American students who have been traditionally denied a legal education the opportunity to study law in a challenging, yet responsible environment.

In accord with its statement of purpose, the Southern University System commits itself to three major purposes: teaching, research, and service. These objectives are inextricably intertwined with the purpose of the Law Center. The Law Center's student body population provides a student-teacher ratio that allows the individual professor to establish rapport with the student while maintaining a high level of professionalism. Students' deficiencies are readily recognized and addressed on an individual basis. Through lectures, the Socratic method, and more innovative approaches, the faculty creates a learning environment and experience for the students that permits them to fully develop academically while at the Law Center. Once a student has been admitted, it is a moral obligation of the Law Center to make available all resources within reason to assist him or her in succeeding academically.

All faculty members are encouraged to engage in scholarly writing and research. The Southern University Law Review and the Journal of Race, Gender and Poverty serve as a forum for faculty and student publishing. Several faculty members have published articles in these publications as well as in the legal periodicals of other law schools; some have authored or co-authored books. Many are currently involved in writing projects.

Through its Clinical Education Program, the Law Center provides a vital service to the community. It seeks to ensure that all segments of society are properly served. The Clinical Education Program represents indigents in legal matters that are usually referred to public interest service attorneys. Law professors also are involved in less direct community service through local and state bar associations.

The Law Center plays an important role in advancing the University's purpose. Through quality academic offerings, it provides legal educational opportunities to a diverse group of persons from various racial, ethnic, and socio-economic groups. As an institution committed to the service of both its students and the community, the Law Center is obliged to sensitize students to the needs of society and their responsibility as professionals. Finally, the Law Center is dedicated to placing its graduates in areas of practice, particularly public interest and civil rights law, where they can best serve the legal needs of society.

To accomplish its primary goal of preparing students for the practice of law, the Law Center has developed a course of study to ensure that students receive an in-depth knowledge in subject areas essential to effective practice. For example, the first-year curriculum includes instruction in legal writing, research, and oral advocacy. Upper-level courses include interviewing and counseling, legal negotiation, trial advocacy, appellate advocacy, alternative methods of dispute resolution, legal drafting, and pretrial advocacy that are oriented to the development of practical legal skills also.

The Law Center recognizes the opportunities for lawyers in government service and private enterprise, and offers courses that prepare students for careers in non-traditional as well as traditional legal occupations.

The educational support services, the financial and physical resources, and the administrative processes of the Law Center are adequate and appropriate to ensure that the Law Center meets and continues to achieve its stated purpose.

### **MISSION STATEMENT**

The mission and tradition of the Law Center is to provide access and opportunity to a diverse group of students from underrepresented racial, ethnic, and socio-economic groups to obtain a high quality legal education with special emphasis on the Louisiana civil law.

Additionally, our mission is to train a cadre of lawyers equipped with the skills necessary for the practice of law and for positions of leadership in society.

### **POLICY ON NON-DISCRIMINATION**

Southern University Law Center adheres to the principles of equal opportunity without regard to race, sex, color, religion, creed, national origin, age, disability, sexual orientation, marital status or veteran status. This policy extends to all programs and activities supported by the Law Center.

## **SOUTHERN UNIVERSITY SYSTEM AND MANAGING BOARD**

**A.** The Southern University System is comprised of the following campuses:

- Southern University and A & M College (SUBR);
- Southern University - New Orleans (SUNO);
- Southern University - Shreveport (SUSLA);
- Southern University Law Center (SULC) - Baton Rouge, LA; and
- Southern University Agricultural Center - Baton Rouge, LA.

The chief administrative officer for the System is the President/Chancellor. Other System administrators are:

- System Executive Vice President/Executive Vice Chancellor
- System Vice President for Finance and Business Affairs and Comptroller
- System Vice President for Information Technology
- System Vice President for External Affairs
- System Vice President for Institutional Advancement
- Executive Director of SUS Foundation

**B.** The chief administrative officer of the Law Center campus is the Chancellor.

The administration of the Law Center also includes a Vice Chancellor for Academic and Student Affairs, Vice Chancellor for Institutional Accountability and Accreditation and Vice Chancellor for Finance and Administration and such other officers as approved by the University's Board of Supervisors.

**C.** Managing Boards

### **1. The Board of Regents**

The Board of Regents was created in 1975 by the Constitution of the State of Louisiana to coordinate all public higher education in the State. It consists of fifteen electors appointed by the governor with the consent of the State Senate. They serve

overlapping terms of six years.

## **2. The Board of Supervisors**

The Board of Supervisors of the Southern University System is composed of sixteen members appointed by the governor with the consent of the State Senate. Two members come from each of the seven congressional districts; one member is appointed at large, and one member is a student appointed for one year. The members of the Board of Supervisors serve overlapping terms of six years, with the exception of the student member.

## **3. Powers of Managing Boards**

The Board of Supervisors, subject to the powers vested in the Board of Regents, supervises and manages the institution, its statewide agricultural programs, and other programs administered by the Southern University System.

# **COMMITTEES**

Consistent with ABA Standards and the call for cooperation between the Chancellor and faculty, the following committees are currently in place at the Law Center:

- Academic Affairs
- Administration and Finance
- Ad Hoc Endowment Investment
- Admissions/Scholarship
- Clinical Program
- Clinical Faculty Evaluation
- Code of Student Conduct Appeals Board (Non-Academic)
- Code of Student Conduct (Non-Academic) Judiciary
- Continuing Legal Education

- Curriculum
- Faculty Development
- Faculty Appointment, Tenure, Promotion and Retention
- Faculty Grievance
- Financial Aid Satisfactory Academic Progress Appeals
- Foreign Study
- Grade Appeals Board
- Graduation (Certification)
- Honor Code
- Honor Code Investigatory
- Institutional Effectiveness
- Journal Of Race, Gender & Poverty
- Intellectual Property
- Law Review
- Lecture Series
- Legal Analysis & Writing
- Library
- Loan Reduction Assistance Program
- Moot Court Board
- Performance After Graduation
- Readmission/Reinstatement
- Recruitment - Ad Hoc
- Strategic Planning (Ad Hoc)
- Student Affairs
- Student Bar Association
- Teaching Excellence (Ad Hoc)



- Title IX Investigatory

Student members serve on some of the above committees pursuant to the Student Bar Association Charter.

## **DUTIES OF CHANCELLOR AND ADMINISTRATIVE PERSONNEL**

### **Chancellor**

- A. The Chancellor of the Law Center shall be appointed by the Board, taking into consideration the recommendations of the President of the System and the expression of opinion of the faculty concerned. The Chancellor shall serve at the pleasure of the Board at a salary fixed by the Board. The Chancellor shall exercise complete executive authority over the Law Center, subject to the direction of the President, where required by law or Board policy, and the approval of the Board.
- B. The Chancellor shall be responsible to the Board through the President for the effective execution of all resolutions, policies, rules and regulations adopted by the Board for the administration and operation of the Law Center and all policies, rules, regulations, directives, and memoranda issued by the President. The Chancellor shall be governed by all laws pertaining to the Southern University System. The Chancellor shall have direct access to the President, and shall be the official medium of communication between the President and all personnel at the Law Center.
- C. The Chancellor shall attend the meetings of the Board and its committees and may invite members of his administrative or academic staff to assist in his presentations to the Board.
- D. The Chancellor shall have the responsibility of fixing the salaries and duties of the members of the faculty, and the administrative and professional staff for the Law Center, subject to the recommendation of the President and approval of the Board. The Chancellor shall make all other appointments, promotions, transfers, suspensions, and dismissals of all academic, administrative, and professional employees, subject to

the recommendations of the President and approval of the Board. In coordination with the University System's appointing authority, the Chancellor or an officer designated by him is authorized to make and approve personnel actions relating to classified personnel and unclassified personnel in positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service. In all personnel recommendations, the Chancellor shall give due consideration to the opinion and views of the appropriate academic and administrative staff.

- E. The Chancellor shall be a member of the faculty of the Law Center, and he or his designee shall be the presiding officer at meetings of the faculty.
- F. The Chancellor shall have the responsibility for developing and implementing educational, administrative and fiscal policies, procedures and programs for the Law Center.
- G. The Chancellor shall be responsible to the President for the management of the financial affairs of the Law Center. His responsibilities shall include the preparation of a consolidated budget and the management of the budget as approved by the President and the Board.
- H. The Chancellor shall prepare and present to the Board a comprehensive annual report.

## **Administrative Personnel**

The administrative staff of the Law Center perform the duties outlined in writing by the Chancellor.

## **OUTSIDE EMPLOYMENT**

Faculty members shall not engage in outside employment, which adversely affects job performance or brings discredit to the University in any way. No faculty member shall use a position within the University for personal gain through outside employment, nor may any faculty member use the name of the University to acquire an outside position.

## **REQUIRED DISCLOSURE OF OUTSIDE EMPLOYMENT**

### **BY UNIVERSITY EMPLOYEES**

#### **I. Introduction**

Certain work performed by Southern University System employees for entities outside of the University is recognized as providing a benefit to the University, to the State of Louisiana and to the private sector, as well as to the individual employees. While the University recognizes the right of its employees to disclose such outside employment to submit current and anticipated outside employment information to the University for administrative review and approval to ensure that the collective best interests of the public are served by the employment relations entered into by employees of the Southern University System.

The following policies and procedures are established to conform with the exceptions found at L.R.S. 42:1123(9) which allow faculty and staff members of public higher education institutions to engage in employment outside of the university to provide consulting and other services that are related to their disciplines or expertise. Such employment, however, must be reported and approved in accordance with these policies. The following provisions are applicable

to this policy:

1. All full-time employees of the University, including faculty, other academic and administrative, unclassified and classified employees, are required to abide by these policies and procedures at all times, including the regular and summer academic terms and while on paid and/or unpaid leaves of absences.
2. Outside employment is defined as any non-University activity for which economic benefit is received, including, but not limited to:
3. Economic benefits include cash payments or such other non-cash things of value which are of economic benefit, e.g., share of profits, shares of stock, equity participation, etc., which may be agreed to by the University employee and the outside employer, provided that such non-cash economic benefits shall not have a present value significantly in excess of fair compensation for the services rendered. Compensation rates for outside employment need not be related to University salary rates, but they should be negotiated fairly based on normal private sector levels for similar services.
4. Outside employment shall be performed only outside of assigned working hours or responsibilities or during a period of paid or unpaid leave, other than sick leaves. During paid sabbatical, special or educational leave, outside employment activities may be permitted only under exceptional, documentable circumstances.
5. Outside employment shall not conflict, delay or in any manner interfere with instructional, scholarly and/or other services that the employee is obligated to render to the University.

## **II. Outside Employment that will be Considered for Approval**

The following types of outside employment will be considered for approval:

1. General consulting and other outside employment or business activities falling within the parameters of this policy.
2. Serving as an expert witness in an area based upon the employee's training and experience.
3. Consulting on a non-University research project, which is conducted by an outside entity, provided that the employee neither supervises nor performs the research.

## **III. Outside Employment that will not be Approved**

1. A University employee may not receive compensation to assist in the passage or defeat of legislation during the fiscal year in which the legislation is pending in the legislature, except from the Louisiana legislature or any department, institute or agency within the legislative branch.
2. A University employee may not be employed by an outside employer to supervise non-University research, as such employee will be considered as a participant or member of the outside research team, rather than as a consultant. In instances such as this, a University employee may not be employed by nor may he/she contract directly with an outside employer/agency unless it is not feasible or practical for the outside employer to seek a contract for desired services through the University under established procedures for sponsored research, as determined by existing University policy or as determined by the appropriate Chancellor.
3. Blanket approvals for outside employment will not be granted.

Outside employment or contractual relationships, which violate the Louisiana Code of Governmental Ethics will not be approved or ratified for continuation.

#### **IV. Employee Responsibilities**

Full-time University employees who are contemplating outside employment or who are engaged in outside employment shall:

1. Disclose all outside employment and/or contemplated outside employment in accordance with this policy and the procedures established for implementing same.
2. Submit a list of all contracts or other agreements between the University and the outside employer through which the employee is involved on behalf of Southern University. Such list shall include, to the extent that the information is known to the employee, the owners, directors, majority shareholders, or affiliates of the outside employer. Additional information about such contracts may be required and shall be provided upon the request of the University.
3. When outside employment is approved, the employee shall provide notification to the outside employer that he/she accepts such employment as an individual and not, in any manner, as a representative of the University. It is recommended that employees adhere to this mandate by including in any oral testimony given and in any written report submitted, a statement to the effect that the views expressed are those of the employee and do not necessarily reflect the views of the University. In no case may the employee concerned use the name of the University or his or her University affiliation, title or address officially or in any other way in support of any position which he/she may take, nor as a means to solicit or secure the outside employment. Biographical data, including a statement of employment by the Board of Supervisors for the Southern University and Agricultural and Mechanical College, may be included as introductory materials to a written report or the oral testimony of an expert witness, but it may not be incorporated into the body of the written report.

4. Comply with all other provisions of this policy.

## **V. Required Approvals**

Certain types of outside employment require the approval of the Chancellor/Extension Director and/or the System President. These are as follows:

### **A. Approval By The Chancellor/Extension Director Required**

1. Under the Louisiana Code of Governmental Ethics, certain outside employment of academic, administrative and professional employees, requires review and approval by the campus Chancellor/Extension Director, as follows:
  - Outside employment with an individual or entity currently doing or actively seeking to do business with the employee's unit at the University or under circumstances in which the employee is collaborating with or is on assignment to or on special assignment to a unit within the University with which the outside employer is doing or actively seeking to do business.
  - Outside employment involving teaching which will result in university level credit for the student or which will be conducted on University time or which will utilize University property or services.
  - Outside employment which ordinarily would be performed as part of the University's public service function, insofar as that employee's job duties are responsibilities are concerned.
  - Outside employment yielding results which advance a theory or practice in the employee's field.
  - Outside employment activities which could be accomplished more appropriately by a contract between the outside employer and the



University. Employment activity of University employees shall be through such a contract unless entering into the agreement is not feasible or practical.

- Outside employment activity for an individual or entity that has a substantial economic interest which may be materially affected by the way in which the employee performs his/her duties and responsibilities as a University employee.
2. If proposed outside employment is with a third party employer that is contracting with or is seeking to contract with the University, the employee must remove himself or herself from any relationship in which (s)he would:
- Approve payments by the University to the third party employer pursuant to any contract between the University and the third party.
  - Evaluate any work performed by the University pursuant to a contract between the University and the third party employer.
  - Negotiate and/or approve any subsequent contracts between the University and the third party employer.
  - Approve the purchase of University equipment or other procurable items/services pursuant to a contract with the third party employer in an amount in excess of \$2,000.00.
  - The following actions, referenced in this section, must be performed and approved by the employee's immediate supervisor:
    - Approve payments by the University to the third party employer pursuant to any contract between the University and the third party.

- Approve the purchase of University equipment or other procurable items/services pursuant to a contract with the third party employer in an amount in excess of \$2,000.00.
- 3. Outside employment, which requires the approval of a Chancellor/Extension Director also requires a written agreement between the University employee and the outside employer which shall contain, at a minimum, the following explicit information:
  - General technical areas of endeavors expected of the University employee.
  - Specific employment or consulting activities to be performed by the University employee.
  - The duration of the outside employment agreement.
  - Estimated time in hours per week or days per month which will be required of the University employee.
  - The University employee's rate of compensation and method of payment.
  - Statement that the agreement for the outside employment is between the employee and the outside employer, that the employee is not acting as an agent of the University and that the University bears no liability as a result of the outside employment relationship.
  - Statement that the use of the University's name in connection with the outside employment activities shall be only upon written authorization of the University.
  - Statement that the rights to any intellectual property, i.e., inventions, materials subject to copyright, patents, etc., resulting from the outside employment activity, to the extent that they would vest in the employee in

the absence of any other agreement will be assigned to the University and disposed of as prescribed by Part III, Chapter V: Section 5-15 of the Bylaws and Regulations of the Southern University Board of Supervisors and such other University policy as may be applicable.

- The outside employer and the University employee shall negotiate and draft an agreement meeting all of the requirements herein. If the contract involves consulting with respect to research or technology, the appropriate University office which is primarily responsible for licensing and transfer of technology, e.g., Office of Research, Office of Vice Chancellor for Finance and Administration, etc., should be consulted during the negotiating process. If the contract involves trade secrets and protected confidential commercial or financial information obtained from the outside employer pertaining to research or to the commercialization of technology, such information may be removed from the agreement before its submission for administrative review.
4. For such agreements, a Chancellor/Extension Director must certify to the following prior to the execution of any contract approved pursuant to this policy:
- The outside employment activities are not within the employee's duties and responsibilities to the University for which the employee is being compensated by the University.
  - The outside employment activities do not conflict, delay or in any manner interfere with instructional, scholarly and/or other services which the employee is obligated to perform the University.

- The consulting activities to be performed are within the academic or professional discipline of the University employee or are related to the area(s) of expertise in which the employee is employed by the University.

**B. Approval By The President Required**

1. The following types of outside employment require review and approval by the President of the Southern University System. In addition to campus approval:
  - Outside employment involving public policy.
  - Outside employment of a Chancellor
  - Outside employment of the Extension Director
  - Outside employment or contracts by employees for professional, personal, consulting and social services with a department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or any other establishment of the Executive Branch of the State of Louisiana.
2. Outside employment which may be required by policies of the Board of Supervisors for the Southern University System or hereafter required by administrative policies of the University to be approved by the President shall be submitted to the President for said review and approval.
3. Following approval and execution of an outside employment agreement which requires the President's approval, the appropriate Chancellor or the Extension Director shall receive a copy of same. Copies of all approval forms, certifications and the executed agreement shall be kept in a permanent file by the Chancellor or Extension Director or his/her designee for a period of at least three years beyond the expiration of the agreement.

### **C. Approval by Chancellor/Extension Director or Designated Administrative**

#### **Officer Required**

1. All other outside employment may be approved through normal administrative channels by the Chancellor/Extension Director or by a campus administrative officer designated by the Chancellor/Extension Director.
2. Following approval and execution of an outside employment agreement, the appropriate Chancellor/Extension Director shall receive a copy of same. Copies of all approval forms, certifications and the executed agreement shall be kept in a permanent file by the Chancellor/Extension Director or his/her designee for at least a three year period beyond the expiration of the agreement.

### **VI. Use of University Facilities, Equipment, Materials and Service**

If a University employee is requesting approval for outside employment which requires the use of University Human Resources, services, equipment, laboratories or other facilities, appropriate campus administrators, including department chairs, directors, deans, and vice chancellors, must determine the propriety of and circumstances which will govern such usage. When University owned facilities, equipment and other resources are needed or required for any reason, there must be a separately executed contract between the outside employer or private third party and the University. Compensation to the University must be paid at the fair market rate or, if different, at the same rate that such services, facilities, equipment or other resources would be made available to any qualified non University user.

### **ACADEMIC FREEDOM**

The Chancellor of the Southern University Law Center, as is the System President and Board of Supervisors, is wholly committed to the principle of academic freedom. Academic freedom is the right of members of the academic community freely to study, discuss, investigate,

teach, conduct research, and publish as appropriate to their respective roles and responsibilities. Because the common good depends upon the free search for and exposition of truth and understanding, full freedom in research and publication is essential, as is the freedom to discuss scholarly subjects in the classroom.

## **FACULTY RESPONSIBILITIES AND EXPECTATIONS**

For academic freedom to endure, academic responsibility must be exercised. Each faculty member of the Law Center is expected to perform at his or her best professional level. A proper academic climate can be maintained only when members of the faculty meet their fundamental responsibilities. When a member of the faculty speaks or writes as a citizen, that person should be free of University or Law Center censorship or discipline, but as a person of learning he should remember that the public may judge the profession and the Law Center by his or her utterances.

Moreover, it is expected that each faculty member of the Law Center will adhere to the Statement of Good Practices by Law Professors in the Discharge of Their Ethical and Professional Responsibilities, adopted by the Association of American Law Schools (AALS, 1990 Handbook) (See Appendix A).

### **A. Registration**

Due to improved procedures, it is no longer necessary for direct faculty involvement in student registration. However, faculty members are urged to be generally available for advisement and counseling.

### **B. Official Class**

Every faculty member is expected to establish and maintain an official roll in respective courses. Official class rolls shall be based upon the latest available registration information as provided by the Records and Registration Department.

Students who are not officially enrolled in school are prohibited from attending classes unless otherwise authorized to do so in writing by the Chancellor or his designee.

**C. Class Attendance**

Regular class attendance and adequate daily preparation are mandatory for all students.

Attendance of 80 Percent of the scheduled classes is a prerequisite for credit in a course. Students who do not attend 80 percent of the scheduled classes will be administratively withdrawn from the class and a note will be made on their transcript that the withdrawal was due to excessive absences. Professors have the discretion to create an attendance policy that requires more than 80 percent attendance.

**D. Office Hours**

Faculty members shall provide the Chancellor's Office with a copy of scheduled "office hours," which shall be posted for the information of the students. Scheduled "office hours" should be fixed having students' class schedule in mind and should not be less than ten hours a week.

**E. Course Outline/Syllabus**

Faculty members shall furnish the Chancellor's Office and the Vice Chancellor for Academic and Student Affairs with a copy of a course outline or other relevant data indicating course coverage. (See Sample Syllabus, Appendix B.)

**F. Cancellation of Class and Make-up**

The Chancellor or Vice Chancellor for Academic and Student Affairs' Office should be notified of any emergencies causing cancellation of a class and the proposed arrangement of any make-up class for the day program.

#### **G. Class Schedule**

There shall be no changes in the official class schedule without prior approval from the Vice Chancellor for Academic and Student Affairs.

#### **H. Faculty Meetings**

A meeting of the Faculty of the Law Center is generally held once a month. All faculty members are expected to be present. If for some reason a faculty member cannot attend, he must notify the Chancellor's Office prior to the meeting time.

An agenda is prepared the day before the faculty meeting. If a faculty member wishes to list an item on the agenda, he should provide the information in writing to the Chancellor three days before the faculty meeting.

#### **I. Practice Examinations**

Every faculty member is required to administer at least one examination before the final examination in a course. It is recommended that faculty members provide the students with two or more writing opportunities before the final examination. If a faculty member elects to give credit for the practice examination(s), the maximum credit should not exceed 25% of the total credit for the final grade.

#### **J. Final Examinations**

A written examination of suitable length shall be required in every course for which credit is given and shall be administered as scheduled. Exemption from may be permitted by the Chancellor's Office in the areas of Clinical Education, Legal Writing and Drafting, Independent Study and Seminars involving extensive written work.

#### **K. Retention Of Examination Materials**

In pursuance of the memorandum received from the Consultant on Legal Education to the American Bar Association, the existing policy of the Law Center for retaining



examination booklets is two years. These booklets are to be in the possession of the professor or in the Chancellor's Office.

Each Professor is required to deliver seven copies of each final examination administered by him to the Chancellor's Office after the scheduled examination is over. Four sets are placed on reserve in the Law Library, and three sets are kept on file. (See Guidelines for Administration of Final Examinations.)

## **ADJUNCT FACULTY**

The Southern University Law Center is dedicated to providing its students with the best possible legal education. To achieve this goal, SULC employs full-time academicians whose careers are dedicated to researching and teaching law. It also employs, as adjunct faculty, judges, legal practitioners and governmental lawyers who bring a practical perspective to the classroom experience. The adjunct faculty is very important to the law students' growth. They provide valuable insight about the day-to-day application of the law and can serve as contacts for students seeking legal careers.

Thank you for joining our adjunct faculty and becoming an integral part of the SULC family. It is important that we provide you with essential information that will make your job easier and enjoyable. The following is meant to provide general information about SULC. Additionally, please refer to the previous materials in this Guidebook, the SULC catalog, the registration bulletin and other information from the Chancellor's office.

### **A. Course Name and Description**

The official course name, hours of teaching and classroom assignment will be provided to you by the Chancellor's office. This can also be found in the student registration schedule that is distributed by the Vice Chancellor for Academic and Student Affairs. Courses must be met at the time and place designated. A list of school holidays is found on the Academic Calendar. The scheduled classes are designed to meet the ABA requirements for class minutes. Please inform the Vice Chancellor for Academic and Student Affairs of any need to cancel a class and the proposed time to reschedule the class.

**B. Payroll Information**

Mrs. Dorothy Parker in the Office of Academic and Student Affairs can provide information about the payroll and when it must be submitted. Unsubmitted payroll will delay your check payment.

**C. Parking**

The Campus Police usually comes to the Law Center once per semester to register vehicles for parking tags. The exact date can be obtained from the Campus Police office or the Chancellor's office. If you cannot come to the Law Center when vehicle registration is done, your vehicle can be registered at the Campus Police office.

**D. Mail**

Any books or other Law Center related mail that is received by the Law Center for you is stored in the Chancellor's suite. You can check with personnel in the Chancellor's Office for your mail.

**E. Supplies**

Teaching supplies may be obtained from the Law center Purchasing Department.

**F. Course Syllabus, Office Hours and Books**

A course syllabus (outline) is required for each course. A sample course syllabus can be found in the Appendix B. A copy of the course syllabus must be provided to the Chancellor's office. Please include in the syllabus: course description, course objectives, method of determining student grades, any special rules for the class, class assignments, office hours, contact information, textbook requirement, and all other relevant information that will inform the students about the course. Please inform Mrs. Yvonne Schofield in the Chancellor's suite of the textbook that you will use in your course. The Law Center has also provided an office in the faculty area on the

second floor for adjunct faculty to meet with students.

#### **G. Examinations and Grading**

A copy of the Law Center's grading policy is included in this Guidebook. All examinations must be given at the assigned times unless otherwise approved by the Vice Chancellor for Academic and Student Affairs. Final Examinations must be graded anonymously and all grades must be submitted with the students' PIN numbers only. Please note that it is important that grades are submitted on or before the date announced by the registrar's office. You should identify the paper or PIN that received the highest grade in the course when submitting grades. Student grades are posted by the registrar's office. It is not customary for professors to inform students of their grades. The Law Center encourages faculty to give students an opportunity to review their examination papers and other assignments. Please see Appendix C for the Procedure for Grade Appeals that is included in this Guidebook. The Law Center has a strict no grade change policy, except for computation errors. When necessary, a grade change is initiated with the registrar's office and must be signed by the Chancellor. All examination papers must be retained for two years.

## **FACULTY APPOINTMENT, RETENTION, TENURE, AND PROMOTION RULES AND PROCEDURE**

### **I. Tenure -- General**

Academic tenure is not a prerequisite to academic freedom, for academic freedom is the right of all members of the academic community. Tenure is a means of making the teaching profession attractive to persons of ability and constitutes only one important protection of academic freedom.

The traditional protection afforded by tenure against unwarranted dismissal of teachers has validity. Tenure is not, nor should it be, a shield for mediocrity, incompetence, or academic irresponsibility. Tenure must be earned, not given.

The granting of academic tenure shall be based on merit in accordance with established criteria, with the interest of the Southern University Law Center being served maximally by such action. **RELIGION, NATIONAL ORIGIN, RACE, SEX OR AGE ARE NOT FACTORS IN THE EVALUATION OF AN APPLICANT FOR ACADEMIC TENURE.**

The Law Center subscribes to the principles of tenure for academic staff as set forth in the following statement of the American Association of University Professors:

Tenure is a means to certain ends, specifically:

- (1) freedom of teaching and research and of extramural activities; and
- (2) a sufficient degree of economic security to make the profession attractive to people of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution to fulfilling its obligations to its students and to society.

To the extent that the procedures in this document add to or lessen requirements of the

Board of Supervisors, a deviation from those provisions shall not be used as a basis for challenging a decision by the Law Center on procedural grounds.

- A. The Board of Supervisors has the ultimate responsibility for employing academic personnel and for awarding or denying tenure to academic personnel. The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both institution and employee before the appointment is consummated.
- B. Indeterminate tenure shall be earned by full-time academic personnel with respect to academic rank only.
  - 1. Administrators shall not earn tenure except in their capacity as members of the faculty.
  - 2. Faculty members at the rank of Professor of Legal Analysis & Writing, Associate Professor of Legal Analysis & Writing, or Assistant Professor of Legal Analysis & Writing shall not be eligible for tenure.
  - 3. Assistant professors, or the equivalent, shall be eligible for tenure after serving the established probationary period.
  - 4. Faculty members promoted to the rank of associate professor, professor, or equivalent shall be awarded indeterminate tenure and shall be formally notified in writing within ninety days of Board action.
  - 5. Faculty members initially employed at the rank of associate professor or equivalent shall serve a probationary period of four years.
  - 6. Faculty members initially employed at the rank of professor or equivalent shall serve a probationary period of four years.

7. Faculty members appointed to the rank of professor or associate professor while being paid from a grant or contract for services may be granted limited tenure, not exceeding the duration of the grant or contract.
- C. Full-time academic personnel below the rank of associate professor or equivalent shall serve a probationary period not to exceed seven years of continuous service. For the purpose of computing continuous service during the maximum seven-year probationary period, service at all ranks shall be included. Leaves approved by the Board may be included in individual cases at the discretion of the Board.
1. At the end of the fifth year of continuous service, such faculty members shall be evaluated for the purpose of determining eligibility for tenure.
  2. At the end of the sixth year, the faculty member shall be evaluated and the results provided to that individual. In the event tenure is to be denied, twelve months written notice of termination shall be given. In the event tenure is to be awarded, affected faculty members shall be informed in writing.
- D. Faculty members initially employed at the rank of professor, associate professor or equivalent shall serve a probationary period of four years. At the end of the fourth year, a faculty member initially employed at the rank of professor or associate professor shall be evaluated at the results provided to that individual. In the event tenure is to be denied to such professor or associate professor, twelve (12) months written notice of termination shall be given. In the event tenure is to be awarded, the affected faculty member shall be informed in writing.
- E. For the purpose of probationary period, credit shall be given for prior service

within the Southern University System. Credit may be given for prior service at other institutions at the discretion of the Board.

- F. Recommendations of those to be considered for tenure shall originate in the Faculty Promotions, Tenure and Retention Committee. Final authority for granting or denying tenure shall rest with the Board of Supervisors.
- G. Tenured faculty members shall retain their status until they retire, resign, or are terminated for cause or as a result of financial exigency.
- H. The provisions of this policy shall not be retroactive.
  - 1. All persons holding tenure on the effective date of this policy shall retain their tenure.
  - 2. This policy shall in no way affect any rights acquired by any person employed by the Southern University Law Center prior to the effective date of this policy.
- I. Annual Faculty Retention Review Process. Tenure track faculty, who are not tenured, are evaluated annually after their initial appointment until the year they are eligible to apply for tenure. This annual evaluation is used to determine retention of tenure-track faculty and to monitor their progress towards tenure. Retention is based upon evaluation of the faculty member's performance in the following areas:
  - 1. Professional training and experience;
  - 2. Teaching experience;
  - 3. Professional activities;
  - 4. Research and publication;
  - 5. Law School service



6. Student counseling and advertisement

**II. Tenure Procedure**

- A. Applications for tenure must be submitted to the Office of the Chancellor or the Faculty Promotion, Tenure and Retention Committee by October 15.
- B. All recommendations for tenure shall originate in the Faculty Promotion, Tenure and Retention Committee (hereinafter referred to as the Committee).
- C. The Committee shall consist of all tenured faculty members.
- D. During the fourth or sixth year of a candidate's probationary period, whichever is applicable, the Committee shall meet to evaluate the candidate for tenure and make recommendations to the Chancellor not later than March 15.

The Committee, in evaluating a candidate for tenure, shall consider:

- 1. professional training and experience;
- 2. teaching excellence;
- 3. professional activities;
- 4. research and publication;
- 5. law school service; and
- 6. student counseling and advisement.

In each of the six categories mentioned above, an applicant for tenure shall be rated as unsatisfactory, satisfactory, or excellent. An applicant for tenure must have a rating of "Excellent" in at least four of the six categories, and no rating of "Unsatisfactory" to receive the

committee's favorable recommendation for tenure. (See Appendix D for Tenure, Promotion and Retention of Faculty).

1. The application, along with supporting documents, and the Committee's evaluation and recommendation shall be submitted to the Chancellor for his evaluation and recommendation. The Chancellor's evaluation and recommendation, along with supporting documents, shall be submitted to the President not later than April 5th of each academic year.
2. The President shall make an evaluation and recommendation to the University's Board of Supervisors. An applicant for tenure shall be notified in writing by the President of the action taken by the Board.

### **III. Promotion Procedure**

- A. Applications for promotion must be submitted to the Office of the Chancellor or the Faculty Promotion, Tenure and Retention Committee by October 15.
- B. All recommendations for promotion shall originate in the Faculty Promotion, Tenure and Retention Committee (hereinafter referred to as the Committee).
- C. The Committee shall consist of all tenured faculty members.
- D. After the fifth year in rank the applicant may apply for promotion to the rank of full professor. The Committee shall meet to evaluate the candidate for promotion and make recommendations to the Chancellor not later than March 15.

The Committee, in evaluating a candidate for promotion, shall consider:

1. professional training and experience;
2. teaching excellence;
3. professional activities;

4. research and publication;
5. law school service; and
6. student counseling and advertisement.

In each of the six categories mentioned above, an applicant for promotion shall be rated as unsatisfactory, satisfactory, or excellent. An applicant for promotion must have a rating of “Excellent” in at least four of the six categories, and no rating of “unsatisfactory” to receive the committee’s favorable recommendation for promotion. (See Appendix D for Tenure, Promotion and Retention of Faculty.)

1. The application, along with supporting documents, and the Committee’s evaluation and recommendation shall be submitted to the Chancellor for his evaluation and recommendations. The Chancellor’s evaluation and recommendation, along with supporting documents, shall be submitted to the President not later than April 5 of each academic year.
2. The President shall make an evaluation and recommendation to the University’s Board of Supervisors. An applicant for tenure shall be notified in writing by the President of the action taken by the Board.

#### **IV. Appeals of Adverse Recommendations Regarding Retention, Tenure and Promotion**

Any faculty member who has received an adverse recommendation by the Faculty Promotions, Tenure, and Retention Committee concerning promotion, tenure, or retention may appeal the recommendation to the Law Center Chancellor within ten (10) days of receiving notification of the adverse recommendation made by the Committee, the faculty member may appeal the recommendation and the concurrence to the President of the Southern University System within ten (10) days of receiving an adverse concurrence from the Law Center

Chancellor. If the President of the Southern University System concurs with the adverse recommendation and concurrence of the Law Center Chancellor, the faculty member may appeal the concurrence of the President to the Southern University Board of Supervisors within ten (10) days of receiving notice of such adverse concurrence by the President.

**V. The Following is Offered as a Guide as to what Is Expected of Applicants for Tenure, Promotion or Retention in Meeting the Recommended Criteria:**

**1. Professional Training and Experience**

When considered for tenure, promotion or retention, the candidate's professional development will be reviewed in light of:

- a. experience, either within the University or comparable outside professional experience;
- b. such informal study as may be gained by travel and study, including formal course work as well as similar experiences; and
- c. attainment of advanced earned degrees.

**2. Teaching Experience**

The effective teacher should demonstrate that he:

- a. plans each class session and course;
- b. instructs clearly and fully;
- c. maintains awareness of student's capacities;
- d. uses applicable instructional methods;
- e. motivates students not only to master course materials but to work beyond minimum class requirements;
- f. maintains high standards and applies them fairly;
- g. evaluates student performance justly;

- h. uses evaluations to improve teaching effectiveness;
- i. presents materials in an understandable manner that holds student attention;
- j. respects the rights of students;
- k. meets classes promptly and regularly; and
- l. maintains class decorum.

### **3. Professional Activities**

Professional activities that reflect favorably on the University should be recognized and may include:

- a. professional involvement in or contributions to the community on a local, state, national or international level;
- b. participation in seminars, conventions, and conferences;
- c. attendance at professional meetings; and
- d. active membership in professional organizations.

### **4. Research and Publications**

No absolute rules regarding quantity are desirable. And, no definition of quality is acceptable that does not leave substantial room for individual judgment.

Appraisal of accomplishment in research and scholarship shall be based on a close reading of published articles or works. A commitment must be demonstrated to original research and legal scholarship and a demonstrated ability to critically analyze, synthesize and expound sophisticated factual and legal subjects shall be shown. Participation on panels, in conferences, lectureships, preparation of statutes and codes, book reviews and other evidence of scholastic commitment and recognized ability shall be considered and weighed as such works merit.

Candidates' publications need not be in the form of law review articles, but may consist of essays, book reviews, books, chapters in a book, or monographs, provided that the corpus is the equivalent of at least two articles.

Two works of sufficient quality, published since the applicant's most recent hiring or most recent promotion, shall generally be considered to meet the requirement.

## **5. Law School and University Services**

Service to the University community may include:

- a. sponsorship of student organizations;
- b. committee membership;
- c. development and implementation of new and revised curricula programs; and
- d. acting as consultant for or participating in the programs of University areas outside the faculty member's assigned responsibility.

## **6. Advisement**

In keeping with the mission, "to provide sound scholarship and opportunity for all persons interested in careers in the field of law," student advisement is considered an integral part of the Southern University Law Center. Advisement includes academic and professional consultation given students as manifested in the following ways:

- a. demonstrates knowledge of available academic programs;
- b. is readily available to students;
- c. demonstrates timely knowledge of professional opportunities;
- d. shows concern for student's development and welfare; and
- e. make available his or her experience and maturity.

## **V. Legal Analysis & Writing Faculty**

**A. Purpose and scope.** These rules describe the process to be observed within the Southern University Law Center for hiring non-tenure track Legal Analysis & Writing faculty (hereinafter referred to as LA&W Faculty) and for evaluating these faculty members for promotion and contract renewal. These rules, at the time of their adoption, were to comply with ABA Accreditation Standards 405d, which stated:

A law school shall afford legal writing teachers such security of position and other rights and privileges of faculty membership as may be necessary to (1) attract and retain a faculty that is well qualified to provide legal writing instruction as required by Standard 302(a)(2), and (2) safeguard academic freedom.

These rules describe non-tenure-track LA&W Faculty appointments, and these rules supplant, for LA&W Faculty, the rules on tenure and promotion in rank for tenure-track faculty appointments.

These rules apply only to members of the LA&W Faculty with the rank of Professor of LA&W, Associate Professor of LA&W, and Assistant Professor of LA&W. They do not apply to the Director of Legal Analysis & Writing (Director), who is governed by the rules on tenure and promotion in rank for tenure-track faculty appointments.

### **B. Terms of initial appointment.**

- 1. Assistant Professor of LA&W.** A person who is hired as an Assistant Professor of LA&W shall be hired for a term of one year and may be re-appointed for an additional term of two years, and a third term of three years.

2. **Associate Professor of LA&W.** A candidate for initial appointment to a LA&W Faculty position may be hired as an Associate Professor of LA&W if the candidate has at least six years of successful legal teaching experience, six years of prior law practice, or six years of other relevant achievements and skills that demonstrate a high probability that the candidate will excel as a member of the LA&W Faculty. A candidate for appointment at the rank of Associate Professor of LA&W must satisfy the standards for promotion to Associate Professor of LA&W at the time of appointment. A LA&W faculty member hired at the rank of Associate Professor of LA&W shall be appointed initially for a term not to exceed three years and then, after three years of service, to be eligible for subsequent terms of five years.
3. **Visiting Professor of LA&W.** From time to time, the Chancellor may appoint, upon the recommendation of the Director, a Visiting Assistant or Visiting Associate Professor if the need arises. If a full-time position becomes available during the term of the visiting professorship, the visitor may apply to be considered for that position.
4. **Adjunct Professor of LA&W.** From time to time, if the need arises, the Chancellor may appoint, upon the recommendation of the Director, one or more Adjunct Professors of LA&W. Each appointment shall be for a one-semester term.

#### **C. Nature of appointment**

1. **Full-time.** A LA&W faculty appointment is a full-time appointment. Appointments to the LA&W faculty are for the nine-month academic year that runs from approximately August 15 through May 15. This term provision shall



not preclude appointments of LA&W faculty for a shorter term during the academic year, as needed.

2. **Non-tenure track.** LA&W faculty members shall have no right of or eligibility for tenure.
3. **Voting rights and service to SULC.** LA&W faculty members are expected to attend and participate in faculty meetings and may vote on all matters except faculty hiring, retention, promotion, and tenure. Where appropriate by reason of need, opportunity and expertise, LA&W faculty members are expected to provide service to SULC by serving on committees.
4. **Professional-development eligible.** LA&W faculty members shall be eligible to apply for summer research stipends and conference funding offered by SULC to the same extent as tenured and tenure-track faculty.
5. **Retention of status.** LA&W faculty members shall serve the terms of their contracts unless they retire, resign, or are terminated for cause, which is defined as professional incompetence, serious misconduct, moral turpitude, persistent inattention to duties, or financial exigency.

#### **D. Legal Analysis & Writing Committee**

- 1. Committee composition.** The Legal Analysis & Writing (LA&W) Committee shall be a standing committee chaired by the Director of Legal Analysis & Writing, and consisting of the Director, a vice chancellor, three tenured SULC faculty members selected by the Faculty Appointments, Retention, Promotion & Tenure (FARPT) Committee, and a LA&W professor selected by the Director.
- 2. Role of LA&W Committee in hiring.** The LA&W Committee shall seek and screen applicants for LA&W faculty positions. It will arrange for interviews with committee members, the Chancellor, and interested members of the SULC faculty. The LA&W Committee shall make recommendations to the FARPT Committee, giving substantial weight to the opinion of the Director of Legal Analysis & Writing, which opinion may be presented to the FARPT Committee during its meeting. The FARPT Committee shall then make a recommendation to the Chancellor. Upon the recommendation of the Chancellor of SULC, the System President has the ultimate responsibility for employing academic personnel below the level of Dean/Director. The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both institution and employee before the appointment is consummated.

#### **E. Evaluation Responsibilities.**

- 1. First renewal of Assistant Professor of LA&W (two-year contract) and renewal of five-year contracts.** When an Assistant Professor of LA&W applies for the first renewal of his or her appointment, the Director shall make a recommendation to the Chancellor whether the contract should be renewed. The Director shall also make such recommendation to the Chancellor regarding

renewal or denial of renewal for all five-year LA&W Faculty appointments. The Chancellor shall give substantial weight to the Director's opinion. The Chancellor shall then make a recommendation to the System President.

2. **All other renewals of LA&W Faculty.** For all renewals and promotions of LA&W faculty except the first renewal of the contract of an Assistant Professor of LA&W and the renewal of five-year contracts, the LA&W Committee shall make a recommendation to the FARPT Committee, which shall make a recommendation to the Chancellor. The Chancellor shall then make a recommendation to the System President.

#### **F. Retention and Promotion Path**

1. **Initial retention of Assistant Professors of LA&W.** An Assistant Professor of LA&W initially hired for a one-year term shall be recommended for reappointment by the Chancellor for a two-year term only if he or she demonstrates substantial progress toward being promoted to the rank of Associate Professor of LA&W.
2. **Subsequent re-appointments of Assistant Professors of LA&W.** An Assistant Professor of LA&W who has performed successfully during a two-year contract may be reappointed for a three-year contract, provided that he or she continues to make substantial progress toward being promoted to the rank of Associate Professor of LA&W.
3. **Promotion to Associate Professor of LA&W.** An Assistant Professor of LA&W may be eligible to apply for promotion to Associate Professor of LA&W after serving at least six years in the Assistant Professor of LA&W rank at SULC. If SULC grants the promotion, the candidate shall be granted a five-year contract

that will become effective at the beginning of the next academic year. If SULC denies the promotion, the Chancellor shall promptly notify the person that the term appointment will not be renewed. Under extraordinary circumstances and for reasons justified in writing, a candidate for promotion to the rank of Associate Professor of LA&W may request that the schedule for promotion be extended. The LA&W Committee may recommend to the SULC faculty that the schedule be extended, for good cause shown.

- 4. Renewal of appointment as Associate Professor of LA&W.** An Associate Professor of LA&W, whether hired at that rank under a three-year contract or promoted to that rank under a five-year contract, may apply for renewal of the appointment for a subsequent five-year term. If SULC grants the application for renewal, the new continuing appointment will begin at the beginning of the next academic year. There is no limit to the number of times that SULC may renew the five-year contract of an Associate Professor of LA&W.
- 5. Promotion to Professor of LA&W.** An Associate Professor of Law may be promoted to Professor of LA&W after serving at least five years in the Associate Professor of LA&W rank. If SULC grants the promotion, it will become effective at the beginning of the next academic year. If SULC denies the promotion, the candidate may make further applications in subsequent academic years in accordance with applicable procedures.
- 6. Contract of Professor of LA&W.** SULC shall grant a person initially appointed to the rank of Professor of LA&W a five-year contract. If SULC grants the promotion to the rank of Professor of Law, the new appointment will begin at the

beginning of the next academic year. There is no limit to the number of times that SULC may renew a Professor of LA&W's five-year term contracts.

- 7. Renewal of five-year contracts.** Renewals of five-year contracts awarded to Associate Professors of LA&W and Professors of LA&W do not require review by the LA&W Committee. Recommendations to the System President for the renewal may be made by the Chancellor in consultation with the Director of Legal Analysis & Writing. An Associate Professor of LA&W or a Professor of LA&W who is employed under a five-year contract shall, upon expiration of the contract, be recommended for reappointment to another five-year contract, except for the following reasons: professional incompetence, serious misconduct, moral turpitude, persistent inattention to duties, or financial exigency.
- G. Effect of promotions.** A promotion from Assistant Professor of LA&W to Associate Professor of LA&W or from Associate Professor of LA&W to Professor of LA&W shall include a pay raise comparable to that generally granted to tenure-track faculty for comparable promotions in rank.
- H. Evaluation procedures.** On or before January 31 of each academic year, the Director of Legal Analysis & Writing shall determine which LA&W faculty members are to be evaluated during that semester for promotions and/or for contract renewals for the following fiscal year. The Director shall set a date for the evaluation and should notify the LA&W Faculty member so that he or she may apply for either renewal or promotion and submit material relevant to the evaluation to the Director for the first renewal of an Assistant Professor of LA&W or the renewal of a five-year contract, and to the Director and the LA&W Committee for all other renewals and promotions. The material considered may include, but is not

limited to, a copy of the current Faculty Activity Report, the results of student evaluations, current syllabi, a copy of recent publications, original course materials, critiqued student papers, and reports by the Director or Committee members of classroom observations. As appropriate under Section E above, a report shall be made either by the Director to the Chancellor in accordance with Section E(1), or by the LA&W Committee to the FARPT Committee in accordance with E(2). The findings shall also be reported to the LA&W Faculty member being reviewed.

## **I. Evaluation Standards.**

- 1. Areas of evaluation.** LA&W Faculty members will be evaluated in three areas: teaching excellence, law school and professional service, and research and publication. Of these three areas, the most important is teaching excellence. Weakness in this area cannot be offset by strength in the other two areas. These three areas are described as follows:
  - (a) **teaching excellence** includes classroom instruction, individual consultations with students, critiquing of student work, and production and selection of teaching materials;
  - (b) **law school and professional service** includes service on SULC committees, coaching moot court or mock trial teams, presenting papers at conferences, presenting continuing legal education materials, and participating in national legal writing organizations or the organized bar; and
  - (c) **research and publication** may differ somewhat from that done by tenured and tenure-track faculty and may include traditional law review articles, articles in bar journals, journals covering legal education or legal writing and

research, moot court and trial advocacy problems, teaching materials for legal writing programs, and continuing legal education materials.

2. **Reappointment as Assistant Professor of LA&W.** An Assistant Professor of Law shall be reappointed only if he or she demonstrates substantial progress toward being promoted to the rank of Associate Professor of LA&W.
3. **Promotion to and Reappointment as Associate Professor of LA&W.** For promotion to or reappointment as Associate Professor of LA&W, the LA&W Faculty member must have demonstrated teaching excellence and substantial progress toward excellence in the other two areas (law school and professional service, and research and publication). The assessment of progress will take into account the limits on the faculty member's years of teaching experience, time available for service, and time available for writing and publication.
4. **Promotion to Professor of LA&W.** For promotion to Professor of LA&W, the LA&W faculty member must have demonstrated excellence in all three areas. He or she must be an excellent teacher, must have a substantial reputation for academic, professional, and community/social service, and must have a documented record of substantial writing and publication, including at least one article in a law review or journal published while teaching at SULC.
5. **Reappointment as Professor of LA&W.** For renewal of a five-year contract at the rank of Professor of LA&W, the LA&W faculty member must demonstrate continuing excellence in all three areas cited in Section I (1) above.

#### **J. Retroactivity**

These standards and procedures shall have retroactive application with respect to current members of the LA&W faculty. The years that a current member of the

LA&W Faculty has taught before the effective date of these standards, regardless of whether he or she was initially hired as a legal writing instructor, visiting instructor, or visiting professor, shall be credited toward the years required for retention or promotion, and the standards articulated in this document will be applied to the decision to retain or promote each eligible candidate. At the first meeting of the FARPT Committee after this policy is approved, upon the motion of any member of the FARPT Committee, that committee shall make a recommendation to the Chancellor regarding the reclassification of the current members of the LA&W faculty in accordance with this policy.

## **CLINICAL FACULTY**

### **HIRING, PROMOTION AND CONTRACT RENEWAL POLICY**

#### **I. Introduction**

##### **A. Preamble**

These rules are applicable to the process for hiring Clinical faculty within the Southern University Law Center and for evaluating these faculty members for promotion and contract renewal. These rules, at the time of their adoption, were adopted in order to comply with ABA Accreditation Standard 405 (c), which stated in part:

A law school shall afford to full-time clinical faculty members a form of security of position reasonably similar to tenure, and non-compensatory prerequisites reasonably similar to those provided other full-time faculty members. A law school may require these faculty members to meet standards and obligations reasonably similar to those required of other full-time faculty members....



These rules describe non-tenure eligible clinical appointments, and these rules supplant, for clinical faculty, the rules on tenure and promotion in rank for tenure-track faculty appointments.

## **B. Scope**

These rules apply to members of the clinical faculty with the rank of Clinical Professor, Clinical Associate Professor, or Clinical Assistant Professor. They do not apply to the Clinical Director, who is a member of the tenured/tenure track Law Center faculty.

## **C. Promotion Path**

Clinical faculty will ordinarily be hired at the clinical assistant professor rank and given an initial three-year term appointment.<sup>[1]</sup> The term “contract year” refers to the nine-month period covered by the term appointment. This period will differ from the “fiscal year” if the term appointment begins on a date other than the beginning of the fiscal year period.

1. In the third contract year, and not earlier, a Clinical Assistant Professor shall apply for a five-year contract. With the appropriate approvals, this five-year contract will

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<sup>[1]</sup>For Clinical Faculty, a three year term appointment shall normally be a 9 month academic year contract from approximately August 15-May 15.

- commence at the end of the three-year contract for the next academic year. During this five-year contract the Clinical Assistant Professor may apply for promotion to Clinical Associate Professor. If the promotion is approved, it will become effective at the beginning of the next academic year. If the promotion is denied, the Chancellor shall promptly notify the person that the term appointment will not be renewed.
2. The Law Center will give a person promoted to Clinical Associate Professor a continuing appointment for five years subject to a fifth-year review, and a raise in pay comparable to that granted to tenure-track faculty promoted to a similar rank. In the fifth year of a continuing appointment, and not earlier, a Clinical Associate Professor shall be eligible to apply for appointment as a full Clinical Professor. If the appointment committee grants promotion to full Clinical Professor, the contract automatically will renew every five years, unless terminated earlier for cause, by resignation, or retirement, without the need for action on the part of the professor or the Law Center. If the appointments committee denies the application for renewal, the Chancellor shall promptly notify the Clinical Associate Professor that the continuing appointment will be replaced by a term contract for a final employment period not exceeding one academic year from the date of notice.
  3. All currently employed Assistant Clinical Professors who have been employed for a term of five (5) or more academic years on the effective date of these rules shall have their time and contract renewal eligibility status grandfathered into said contract consistent with the above-mentioned contract renewal periods and terms.
  4. The Law Center occasionally will hire a clinical faculty member as a Clinical Adjunct Professor. It may give such a faculty member a one-year term appointment. The following rules shall govern these appointments in the higher ranks:

- a One-Year Term Appointment. The Law Center may renew a one-year term appointment one year at a time for up to four additional one-year contracts, subject to applicable approvals. The clinical faculty member may apply for a continuing appointment in the third or fourth contract year and must apply by the fifth contract year. If the Law Center grants the application, the continuing appointment will begin at the beginning of the next academic year. If the Law Center denies an application made in the third or fourth contract year, the person may reapply in the subsequent contract years until the fifth contract year. If the Law Center denies an application in the fifth contract year, the Chancellor shall promptly notify the person that the term appointment will not be renewed.

#### **D. Reservation**

The Law Center reserves the right to terminate any Clinical Faculty appointment at any time during its term if the position is funded in whole or in part by non-state or grants and the funds for the position are substantially reduced or eliminated from the Law Center's budget. Upon learning that funding for a position will be substantially reduced or eliminated, the Chancellor shall give prompt notice of contract termination, effective on the date that the funding is to be substantially reduced or eliminated.

#### **E. Evaluation File**

The Chancellor shall maintain an evaluation file for each Clinical faculty member into which shall be placed such material as complies with these rules. The Clinical faculty member has the right to place any material that contributes data for his/her assessment into this evaluation file.

#### **F. Consultation with the Clinical Director and the Chancellor**

1. The Clinical Director shall consult with every Clinical faculty member each year to acquire information concerning the faculty member's activities, to advise the individual concerning his or her performance, and to assign the relative importance of the faculty member's major responsibilities. The Clinical Director may seek the opinion of the Chancellor and secure a peer evaluation from other members of the clinical faculty regarding the renewal of the Clinical faculty member's appointment. The Clinical Director also shall advise the faculty member of any known impediments based on his/her contract renewal based on student evaluations or on information from other sources.
2. As part of this consultation, the Clinical Director and the Clinical faculty member will agree upon the percentage of effort that the faculty member will generally devote to assigned activities and will place that figure in the annual "Faculty Statistical Report." The Clinical Director and the Clinical faculty member may jointly modify these agreed-upon percentages in the event of a later change in circumstance. When no consensus can be attained after reasonable effort is made, the Clinical Director shall allocate the percentage of effort for the assigned activities.
3. The Chancellor also shall consult with every Clinical faculty member each year as part of the Chancellor's normal review of goals and objectives for all faculty.

#### **G. Clinical Faculty Appointments Committee**

The Clinical Faculty Appointments Committee shall consist of the Clinical Director, two (2) clinical faculty members along with two (2) tenured Law Center faculty members.

#### **H. Clinical Faculty Evaluation Committee**

The Clinical Faculty Evaluation Committee shall consist of the Clinical Director, Clinical Faculty of equal or higher rank and the Vice-Chancellor for Academic Affairs.

## **II. Hiring Procedures**

- A.** The Clinical Faculty Appointment Committee, at the direction of the Clinic Director, will seek and screen applicants for Clinical faculty positions. It will arrange for interviews with the committee members, members of the Clinical faculty, and others.
- B.** The committee will make its recommendations to the Chancellor. It shall give substantial weight to the Clinical Director's opinion.
- C.** All members of the Law Center's Clinical Faculty Appointment Committee shall vote on proposed appointments to Clinical faculty positions.
- D.** Voting on Clinical faculty appointments shall be governed by the same rule of substantial opposition as governs Law Center faculty appointments.
- E.** The Law Center will not hire a person as a Clinical Assistant Professor unless the Clinical Director, Clinical faculty and the Chancellor reasonably express the belief that the candidate demonstrates the potential for promotion to Clinical Associate Professor.

## **III. Evaluation Responsibilities**

- A.** With the approval of the System President, the Chancellor will be responsible for the renewal or non-renewal of all three-year term appointments. The Chancellor shall consult with the Clinical Director and give substantial weight to the Clinical Director's opinion.
- B.** The Clinical Faculty Evaluation Committee will function as the review committee for third-year reviews of Clinical Assistant Professors, promotions, and for the granting or renewing of continuing appointments.
- C.** The committee will make its recommendations on third-year reviews to the Chancellor and report its decision to the person reviewed.

- D. The Evaluation Committee will make its recommendations on promotions and on granting or renewing continuing appointments to the Clinical Faculty Appointments Committee and the Chancellor. The Evaluation Committee shall give substantial weight to the Clinical Director's opinion.
- E. Part IV of this Document specifies the procedures for developing the committee's recommendations. Part V specifies the procedures for the Clinical Faculty Appointments Committee and the Chancellor to act on the committee's recommendations. Part VI sets the criteria to be used by the Evaluation Committee, the Clinical Faculty Appointments Committee, and the Chancellor.

#### **IV. Evaluation Procedures**

##### **A. Procedures on Third-Year Reviews of Clinical Assistant Professors**

The procedures to be used by the Evaluation Committee for developing its recommendations to the Chancellor following third year reviews are as follow:

1. The third-year review of a Clinical Assistant Professor will be used to evaluate the Clinical Professor's progress toward promotion and to make recommendations designed to ensure that the person has a reasonable chance of being promoted in their fifth contract year.
2. No later than September 15 of the Fall semester and February 15 of the Spring semester, the Clinical Director shall determine which Clinical Assistant Professors will complete their third contract year either during the semester or before the beginning of the next semester. In concert with the Clinical Faculty Evaluation Committee, the Clinical Director shall set a specific date for each Clinical faculty members evaluation meeting to take place. The Clinical Assistant Professor shall be informed in writing of the evaluation meeting date and shall also be notified that all

- material relevant to the evaluation should be in his or her file one week before the meeting so that committee members can review the file during that week leading to the meeting. The file will be closed one week before the meeting date.
3. All committee members shall review the evaluation file during the week immediately preceding the evaluation discussion meeting.
  4. All committee members shall attend the evaluation discussion meeting. Since the findings and conclusions of the committee are based on the evaluation file, the Clinical Assistant Professor shall have no right to be present at the evaluation discussion meeting.
  5. Within one week after the evaluation discussion meeting the committee shall issue a report evaluating the Clinical Assistant Professor's progress toward promotion and make appropriate recommendations. The committee shall give copies of its report to the Clinical Assistant Professor, the Clinical Director, and the Chancellor and it shall put a copy in the Clinical Assistant Professor's evaluation file.
  6. The Clinical Assistant Professor has the right to respond in writing to any critical comments contained in the Committee's report, and the Committee shall put a copy of the response in the Clinical Assistant Professor's evaluation file.

#### **B. Original Procedures on Promotions and Continuing Appointments**

1. During the first month of the Fall and Spring semesters, the Clinical Director shall determine which Clinical faculty is to be evaluated that semester for promotions or for granting or renewing their continuing appointments. In concert with the Clinical faculty Evaluation Committee, the Clinical Director shall set a specific date for each such person's evaluation meeting to take place which shall be early enough for the completion of all relevant procedures within the Law Center before the end of the

semester. The Clinical faculty member to be evaluated shall be informed in writing of the evaluation meeting date and shall also be notified that all material relevant to the evaluation should be in his or her file one week before the meeting so that committee members can review the file during that week. The file will be closed one week before the meeting date.

2. All committee members shall review the Clinical faculty member's evaluation file during the week immediately preceding the evaluation discussion meeting.
3. All committee members shall attend the evaluation discussion meeting. Since the findings and conclusions of the Committee are based on the evaluation file, the Clinical faculty member shall have no right to be present at the evaluation discussion meeting.
4. Within one week after the evaluation discussion meeting, the Committee shall issue a preliminary written report containing findings of fact and conclusions based on the material contained in the evaluation file. The Committee shall prepare exactly two copies of the report, sending one copy to the Clinical faculty member and placing one copy in the evaluation file.
5. The preliminary findings and conclusions shall become the committee's final findings and conclusions unless a timely objection is filed.

#### **C. Review Procedures On Promotions And Continuing Appointments**

1. The Clinical faculty member may object to the preliminary findings and conclusions within three (3) "business" days (any day that mail is delivered to the Law Center) of receiving the preliminary report. The faculty member must address the objection to the committee in writing, must demand a review of findings, must specify the



- grounds for the objection, and must list the names of any witnesses that the faculty member wants to confront or present at the review meeting.
2. The Committee shall schedule a review of the findings to be held within three (3) “business” days of receipt of the notice of objection. It shall notify the Clinical faculty member and any requested witnesses at least twenty-four (24) hours in advance of the date, time and place of the review meeting.
  3. The Clinical faculty member has the right to appear personally at the review meeting, to present information concerning relevant matters in the file, and to submit written comments concerning the findings and conclusions. The committee shall allow an oral or written response by anyone who has contributed to the file.
  4. No witness shall be required to appear at the review meeting, and the Committee shall have discretion as to what weight should be given to the opinions of a witness who does not appear.
  5. The Committee shall submit written findings within one week after the completion of the review meeting. These written findings may be the same as the findings filed prior to objection and review but must include the objection and written comments submitted by the Clinical faculty member being reviewed. These findings may include additional or substitute findings based on the presentation at the review of findings meeting.
  6. The findings made by the Committee after the review of findings meeting shall become the Committee’s final findings and shall be distributed under the same provision for distributing preliminary findings.

#### **D. Data Collection**

##### **1. By the Clinical faculty member**

Each Clinical faculty member shall submit an annual report to the Clinical Director and the Chancellor for inclusion in the faculty member's evaluation file. This annual report generally should include the following information:

- a. The faculty member's activity in direct teaching of courses or in supervising the students enrolled in clinical courses, including the nature of ongoing duties and any special projects initiated or completed. Time allocations as reported on the faculty statistical report may be particularized.
- b. Committee assignments whether Law Center, university or other, together with a statement of time and effort devoted to the committee.
- c. Publications and other products of research efforts, including title and citation and the number of pages.
- d. Lectures, speeches, participation in discussion programs given anywhere except in regularly assigned courses. Titles and nature of participation should be indicated, plus time and place.
- e. Offices or positions held in any relevant organization.
- f. Awards or grants received.
- g. Administrative work, such as sponsoring student organizations, placement, etc.
- h. Student advising.
- i. Funded or unfunded research activity described as to time allotted, purpose of the research, auspices under which carried out, results, etc.
- j. Anything in addition to the above that reflects on teaching, scholarly and creative accomplishment, professional leadership, or public service.

## **2. Student Input**

Student evaluation of Clinical faculty members in the following form is required:

- a The Clinical Director shall require all students to fill out anonymous student evaluation forms as a condition for receiving credit for their work. The Clinical Director shall prepare a summary of the evaluations pertaining to the Clinical faculty member and shall put a copy in the faculty member's evaluation file and provide a copy to the faculty member.
- b To supplement this information, the Clinical Director shall interview several students who were assigned to a Clinical faculty member and shall include a summary of relevant comments in the Clinical faculty member's evaluation file. In addition, the Clinical Director may ask law student employees for their comments and may include a summary of relevant comments in the Clinical faculty member's evaluation file.
- c In deciding what weight to give to the results of these interviews, the need for supplemental information will be balanced against the risk that the interviewer may have unconsciously influenced the results.
- d The Clinical faculty member has the right to add a response to any critical comments by students or research assistants.

### **3. From Other Sources**

Data may be provided for a Clinical faculty member's evaluation file from the following additional sources:

- a Newspaper clippings may be provided.
- b The Chancellor may provide such items as he or she deems appropriate.
- c Any SULC student, faculty member, or member of the administration and any member of the bar may submit material for inclusion in the file if that person does so under signature.

- d. Letters of thanks and support from non-lawyers, including client referral agencies, also may be included.

The Clinical member has the right to add a response to any critical comments from any of the foregoing sources. The contributor shall receive a copy of the response and be given one opportunity to reply.

#### **4. Outside Evaluations**

Comments from qualified persons outside SULC are, when possible, to be included in the files of individuals who are being evaluated for promotion or for granting or renewing continuing appointments. Such outside persons should be asked to comment on the quality of teaching, professionalism, scholarship, service, or other relevant matters within their competence to judge.

### **V. Evaluation Decisions**

1. The Clinical Faculty Evaluation Committee shall forward its written report to the Chancellor who shall make it available to all clinical faculty eligible to vote on the decision.
2. All Clinical Professors of equal rank or higher and the Director may vote on promotions to Clinical Associate Professor and on granting or renewing continuing appointments for Clinical Associate Professors. All Clinical Professors may vote on promotions to Clinical Professor and on granting or renewing continuing appointments for Clinical Professors. Clinical faculty members also may vote on these decisions if they hold a rank equal to or greater than that to which a candidate seeks promotion or in which a continuing appointment is to be granted or renewed. The Clinical Director may vote on all promotions and continuing appointments, whether or not the Clinical Director has tenure, and regardless of rank.

3. The vote shall be by secret ballot of those assembled.
4. A simple majority of the Evaluation Committee present and voting shall be sufficient to recommend promotion or the renewal of a continuing appointment. An abstention shall count as a “no” vote.
5. The Chancellor shall promptly inform the candidate and the committee of the outcome, and, if the decision is favorable, the Chancellor shall complete any necessary documents for forwarding to the central administration. This documentation shall include the Chancellor’s own appraisal of the candidate.

## **VI. Evaluation Standards**

### **A. General Criteria**

1. Clinical faculty members will be evaluated in three areas: (a) Clinical teaching; (b) academic, professional and social service; and (c) writing and publications. Of these areas, the most important is Clinical teaching. Weakness in this area cannot be offset by strength in the other two areas.
2. For promotion to Clinical Associate Professor, the Clinical faculty member must have demonstrated excellence in Clinical teaching and substantial progress toward excellence in the other two areas. The Evaluation Committee, Chancellor and Director’s assessment of progress will take into account the limits on the faculty member’s years of skills teaching experience, time for service, and time for writing and publication.
3. For renewal of a continuing appointment in the Clinical Associate Professor’s rank, the Clinical faculty member must have demonstrated continued excellence in Clinical teaching and continued progress toward excellence in the other two areas.

4. For promotion to Clinical Professor, the Clinical faculty member must have demonstrated excellence in all three areas. He or she must be an excellent Clinical teacher; must have a substantial reputation for academic, professional, and social service; and must have made contributions to writing and publication commensurate with clinical teaching.
5. For renewal of a continuing appointment in the clinical professor rank, the Clinical faculty member must have demonstrated continued excellence in all three areas.

**B. Specific Criteria**

1. The evaluation of the Clinical faculty member's effectiveness in Clinical teaching shall cover the following areas: (a) classroom or small-group instruction; (b) individual consultation and instruction with students; and (c) contributions to the methods and substance of Clinical teaching. Of these areas, the most important are (a) and (b).
2. The evaluation of the Clinical faculty member's service shall cover the following areas:  
(a) service to the Law Center and the University on committees and otherwise;  
(b) service to the legal profession through professional organizations, bar association committees, and continuing legal education; and (c) service to the public through legislative drafting and advocacy, work for public advisory commissions and volunteer work.

## **YOUR PAY**

The salary of all persons in the Classified Service is in accordance with the pay scale as adopted by the State of Louisiana, recommended by the State Department of Civil Service and approved by the Louisiana Civil Service Commission and the Governor. Each classification has a minimum and a maximum salary range for each class. No employee is hired at a salary that is less than the minimum for the class position that he or she is to occupy. The salary of unclassified faculty (administrators, etc.) employees is in accordance with University and Southern University Board policies.

### **Pay Day**

When you get paid depends on which payroll schedule your name appears. There are two schedules: monthly and bi-weekly. All payments are made by checks. If you are on the monthly payroll, you will be paid on the last day of each month unless it falls on a Saturday, Sunday, or a holiday, in which instance the checks will be issued on the last working day of the month. Bi-weekly employees are paid every other Friday. All payrolls are due in the Office of Human Resources in accordance with the schedule that is sent to each department.

### **How You Receive Your Check**

Your check will be automatically deposited in the bank furnished by you to the Office of Human Resources. A direct deposit enrollment authorization form can be obtained from the Office of Human Resources and completed to initiate direct deposit.

### **Deductions**

The University must withhold Federal Income Tax from your pay. The amount varies with the number of dependents that you report on your payroll form or W-4 that you fill out at the time of your employment or any subsequent changes that you might make. In order for a change to take effect on your current check, the corrected form W-4 must be in the Office of



Human Resources two weeks prior to payday. In addition, we must deduct State Retirement, which is seven percent, or Teacher Retirement, which is eight percent, of your gross salary per pay period. The former and latter are subject to vary from year to year. We will have to deduct Social Security if you are not eligible to become a member of the State Retirement (LASERS) or Teacher Retirement System. We have Group Health (Medical), Accidental and Life Insurance, of which the majority of our employees are members; the amount deducted would vary according to your coverage. Other deductions include but are not limited to: payments to the Credit Union, United Way Givers, Annuities, etc. These deductions will be made before you receive your check and are recorded on the stub of your check for your information and record purposes.

## **LEAVE GUIDELINES**

### **Definitions**

#### **A. Academic Employees**

1. Faculty - Full-time members of the academic staff on the various campuses with the rank of instructor or above and equivalent ranks.
2. Other Academic - Part-time members of the academic staff; members of the academic staff below the rank of instructor or equivalent; and other Human Resources with academic responsibilities not holding faculty rank.

#### **B. Administrative Leave:** (See Special Leave)

#### **C. Annual Leave:** Leave with pay granted an employee for the purpose of rehabilitation, restoration, and maintenance of work efficiency, or the transaction of any personal affairs.

#### **D. Civil Leave:** Leave with pay without loss of annual leave, or sick leave granted an employee to perform Jury Duty, to appear as subpoenaed before a court, public body, or

commission, to perform civil duties in connection with national defense or other civil emergencies, or to vote. Plaintiff and defendant must use annual leave or leave without pay.

- E. **Classified Employees:** All employees in positions covered by the provisions of the Civil Service system of the State of Louisiana.
- F. **Compensatory Leave:** Leave granted to eligible classified employees or unclassified exempt employee, under Federal Law in compensation for overtime work.
- G. **Emergency Leave:** Leave granted by the System President or Chancellor to a group of employees who have been affected by extraordinary conditions that are defined at the time of the emergency.
- H. **Full-time Academic and Unclassified (12 month) Employee:** A member of the academic or unclassified staff on full-time status as defined on the appointment form. For leave accrual purpose the workweek is deemed to be forty hours.
- I. **Full-time Classified Employee:** The standard workweek of each full-time employee in the classified service shall be forty hours except that the Chancellor may specify a workweek exceeding forty hours for employees in specific classes of positions within the University or with the approval of the Civil Service Commission for employees in specific divisions or activities within the University.
- J. **Holiday Leave:** Leave with pay.
- K. **Leave of Absence:** Permission to be absent from duty.
- L. **Leave to Obtain Advanced Degree:** Leave granted to eligible faculty for study that will culminate in the receipt of an advanced degree.
- M. **Leave of Absence Without Pay:** Leave granted to employees for good cause under stipulated conditions.

- N. **Maternity Leave:** (See Sick Leave)
- O. **Military Leave:** Leave with pay granted an employee who is ordered to duty with troops, at field exercises, or for instruction with any branch of the Armed Forces, including the National Guard.
- P. **Part-time Academic or Unclassified Employee:** A member of the academic or unclassified staff on part-time status as defined on the appointment form.
- Q. **Part-time Classified Employee:** When the services of an employee are not needed on a full-time basis (40 hours per week), a regular tour of duty on a part-time basis may be established.
- R. **Sabbatical/Academic Leave:** Leave granted for study and research, the object of which is to enable the faculty to increase their professional efficiency and usefulness to the University.
- S. **Sick Leave:** Leave with pay granted an employee who is suffering with a disability as a result of accident, illness, or childbearing that prevents the employee from performing usual duties and responsibilities or who requires medical, dental, or optical consultation of treatment.
- T. **Unclassified Employee:**
1. Administrative officers and professional staff, and positions specifically exempt from the classified service under Article X of the Constitution of the State of Louisiana.
  2. Other position exempt from the classified service by special action of the State of Louisiana, Department of Civil Service.

## **GENERAL LEAVE POLICY**

No employee shall be absent for his or her duties without proper authorization. It is the responsibility of the department head to receive and review requests for all leaves of absence for all employees and approve or disapprove such requests in accordance with University policy, and to ascertain that the department staff keeps accurate leave records on all departmental employees and reports information on attendance, leave taken, and leave refused, by properly completing payrolls and change-in payrolls. All leaves of absence should be reported on SU Form 624, Application for Leave.

Unauthorized leaves of absence will be dealt with through disciplinary policies. An employee should not maintain his or her own attendance and leave reports.

### **SICK LEAVE**

An employee who is absent from work because of illness or disability or other circumstances for which sick leave is appropriate shall immediately report the absence to designated department official, and upon return to duty, file written certification for the amount of sick leave taken. Scheduled medical appointments are to be requested and approved in advance by an appropriate department official. The abuse of said leave privileges will result in disciplinary action.

## **PROCEDURES FOR JURY DUTY**

1. An employee summoned for jury duty should notify and submit the notice to his or her supervisor as soon as it is received.
2. When the jury is not meeting, the employee will be required to report for work. Likewise, the employee may be required to report for work before and/or after the daily tour of jury duty period as time and circumstances warrant.
3. Upon completion of jury duty, the employee will obtain and submit to his or her supervisor documentation of the periods he or she so served. Failure to do so will result in the employee being placed on unauthorized-leave-without-pay status.
4. A shift or weekend worker may be scheduled on a Monday to Friday workweek with a daily starting time corresponding to that normally existing in his or her department for the day shift.

## **LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence without pay may be granted to employees for good cause. The reasons must be acceptable to the University, and the operations of the granting department must not be seriously affected. The term of the leave and service commitments subsequent to the leave may not extend beyond the period for which support is committed to the position or contract. Normally the person taking leave of absence without pay will return to the University after the leave. Good cause for granting leave of absence without pay may be interpreted to include, but not be limited by the following: extended illness; need to provide care for members of the family; education that will directly increase job effectiveness; adoption of children; or in special situations, temporary employment outside the University when it is in the interest of public service and/or will be beneficial to the University upon the employee's return.

The following should be considered in evaluating a request for leave without pay.

1. The effect upon the department if leave without pay is granted;
2. The recommendation of the immediate supervisor;
3. The length of University employment and other leaves taken; and
4. The probable effect of the leave on the professional development of the individual as it will benefit or cause disadvantage to the University.

### **MILITARY LEAVE**

Employees who are members of a reserve component of the Armed Forces of the United State or of the National Guard shall be granted leave for periods not to exceed fifteen working days in any calendar year when ordered to active training duty. Such leave shall be given without loss of pay, annual or sick leave, or efficiency rating; and upon return, the employee shall be restored to his or her position. Any portion of a military leave in excess of fifteen working days during calendar year shall be leave without pay, unless chargeable against accrued annual leave.

### **SPECIAL LEAVE**

Leave with pay may be granted to an employee by the department head:

1. If the System President or Chancellor determines that because of local conditions, it would be impossible or impractical for the employee to report to work.
2. For limited periods, if assignments to other than regular duties at regular locations will prove beneficial to both the employee and the University.
3. To attend funeral rites of a relative as designated by governing statutes. A maximum of two days special leave may be granted on any one occasion.

4. To participate in a State Civil Service examination or to take other examinations pertinent to the employee's position.
5. To report for a pre-induction physical incident to possible entry into the U. S. Military Forces.

## **PAYMENT FOR LEAVE**

### **A. Terminal Payment of Leave**

Terminal payment of an academic or unclassified employee may not exceed an amount representing:

300 hours of unused annual leave at the time of termination for any reason

200 hours of unused sick leave upon retirement or death prior to retirement

### **B. Use of Annual Leave**

1. Annual leave must be applied for by the employee and may be used only when approved by the department head.
2. Annual leave shall not be charged for non-work days.
3. The minimum charge to annual leave records shall not be less than one-half hour.

### **C. Enforced Annual Leave**

The University may require an employee to take annual leave whenever, in the judgment of the administration, such action would be in the best interest of the University, but no employee shall be required to reduce accrued leave to less than thirty working days or the equivalent thereof in hours. However, the employee may be required to take any part or all of the accrued annual leave prior to being granted leave without pay.

#### **D. Payment of Annual Leave Upon Separation (Classified)**

1. No terminal payment for annual leave shall exceed the value of 300 hours, computed on the basis of the employee's hourly rate of pay at the time of separation. Upon separation or retirement, an employee shall be paid the value of his or her accrued annual leave in a lump sum disregarding any final fraction of an hour. The payment of such leave shall be computed as follows:
  - a. When an employee is paid wages on an hourly basis, the regular hourly rate is multiplied by the number of hours accrued annual leave.
  - b. When an employee is paid on a monthly basis, the equivalent hourly rate is determined by dividing annual salary by 2080. The number of hours of accrued leave is then multiplied by the equivalent hourly rate obtained.
  - c. No payment for annual leave upon separation shall operate to continue the payee as a classified employee of the University beyond the last day of active duty.
  - d. When an employee who has been paid upon separation for accumulated annual leave is re-employed in a classified position, he or she shall pay the agency that re-employs him or her the value of the annual leave at the rate paid, less the value of the working hours occurring between the last day worked and the date of re-employment and shall be given credit for the number of hours of annual leave for which he or she has made reimbursement.

#### **E. Application and/or Certification Required When Using Leave**

Annual Leave is granted at the convenience of the University in the following manner:

For periods of two or more work weeks, the supervisor's decision will be based upon the department's work and attendance record. These criteria are more stringent due to



the disruption and scheduling difficulties associated with leave of short duration. Application for a short leave must be submitted in writing at least three days prior to the requested leave date. In the event of an emergency, the supervisor may waive the three days prior notice. The supervisor may also request reasons for leave should the circumstances warrant. Any employee failing to report to work when a request for leave has been denied will be considered on leave without pay and will be subject of disciplinary action.

#### **F. Cancellation or Continuance of Annual and Sick Leave Credits Upon Termination**

1. All annual leave accrued by an employee whose services are terminated for cause, except that for which he must be paid (up to 300 hours), and all sick leave accrued shall be canceled at the time of termination.
2. All annual leave accrued by an employee for which he or she is not paid upon being laid off and all sick leave accumulated shall again be credited if the individual is re-employed within five years following the layoff.
3. All annual leave accrued by an employee for which he or she is not paid upon resignation and all unused sick leave accumulated shall again be credited if the individual is re-employed in the Classified Service within a period of five years from the date of separation; it should be understood that the privileges of this rule shall not extend to any employee whose last separation from the Classified Service was by resignation to avoid possible disciplinary action.
4. All annual leave accrued by an employee for which he or she was not paid and all sick leave accrued at time of separation to enter military service shall be credited upon re-employment in a classified position following such military service, regardless of the length of separation from the university.

5. Subject to the provision of transferring annual and sick leave between agencies and above, all annual leave for which the employee is not paid upon resignation and all sick leave accrued by an employee who resigns shall be canceled.

**G. Transferring Annual and Sick Leave Between the University and Other State Agencies**

1. When an employee changes from employment in one state agency to employment in another state agency, within a period of thirty calendar days, all accrued annual leave that is not paid and all accrued sick leave shall be certified by the former agency to the new agency and shall be credited to the employee. Payment of accumulated leave credits will not be applicable in transfers between state agencies.
2. The annual and sick leave credits of an unclassified employee, earned under the provisions of an Executive Order of the Governor, who enters the Classified Service without a break in service of one or more working days, shall be certified and credited in the same manner as provided in this rule for classified employees.

## **LEAVES**

(Civil Service)

There are several types of leave to which employees are entitled under Civil Service Rules and Board Policies. These are listed and interpreted in light of University Policy.

### **Annual or Vacation Leave**

Annual leave is leave with pay granted an employee for the purpose of rehabilitation, restoration and maintenance of work efficiency or for transaction of personal affairs. Annual leave is accumulated by each full-time employee and part-time employee who has an established tour of duty. This leave is based on the following schedule and is creditable at the end of each calendar month. The following applies to all employees except teaching faculty and other nine- month contracted employees.

1. Employees with less than three years of service accrue annual leave at a rate of .0461 per hour for each hour of regular duty.
2. Employees with three, but less than five, years of service accrue annual leave at the rate of .0576 per hour for each hour of regular duty.
3. Employees with five, but less than ten, years of service accrue annual leave at the rate of .0692 per hour for each hour of regular duty.
4. Employees with ten, but less than fifteen, years of service accrue annual leave at the rate of .0807 per hour for each hour of regular duty.
5. Employees with fifteen or more years of service accrue annual leave at the rate of .0923 per hour for each hour of regular duty.

No employee shall be credited with annual leave for any overtime hour or any hour of leave without pay. Nor shall he or she be credited with annual leave while he or she is on leave with or without pay, until such time as he or she returns to active working duty, except where

inability to return to duty is caused by illness or incapacity as defined in Rule 1.39.1; for any hour in on-call status outside his or her regular duty hours as defined in Rules:

11.1 and 11.2; for any hour of travel or other activity outside his or her regular duty hours as defined in Rules 11.1 and 11.2; for any hour of a holiday or other non-work day that occurs while he or she is on leave without pay.

Accrued unused annual leave earned by an employee shall be carried forward to succeeding calendar years without limitation. Upon death, retirement or resignation, the employee may be paid for up to 300 hours of accumulated annual leave. The hourly rate at that time will be the hourly rate used to arrive at the amount to be paid for unused annual leave.

#### **GENERAL ANNUAL/SICK LEAVE/VACATION INFORMATION**

1. Teaching Faculty employees accumulate only Sick Leave, as do certain employees in Student Human Resources. All other employees accumulate both Annual and Sick Leave.
2. Leave accrual is based on each hour of regular duty, not on overtime hours, leave without pay, or on-call status.
3. All unused Sick Leave is certified to the respective retirement office for processing to your Accumulated Retirement.
4. The University will grant vacations with pay to all eligible, permanent employees where such is accumulated. The University will grant Sick Leave with pay for illness and injury where such is accumulated and is in accordance with existing laws.

## **ANNUAL LEAVE AND SICK LEAVE IN ROUND FIGURES**

The following is the schedule for accruing Annual and Sick Leave for the employees in the Southern University System.

|                                 |                    |
|---------------------------------|--------------------|
| Less than 3 years.....          | 8 hours per month  |
| 3 and less than 5 years .....   | 10 hours per month |
| 5 and less than 10 years .....  | 12 hours per month |
| 10 and less than 15 years ..... | 14 hours per month |
| 15 or more years .....          | 16 hours per month |

## **AN ACT**

To amend and re-enact Subsection B of Section 421 of Title 42 of the Louisiana Revised Statutes of 1950 to provide that accrual of annual leave and payment for accrued leave after separation from office for unclassified state employees shall be on the same basis as for classified state employees and otherwise to provide with respect thereto.

Be it enacted by the Legislature of Louisiana:

Section 1. Subsection B of Section 421 of Title 42 of the Louisiana Revised

Statutes of 1950 is hereby amended and re-enacted to read as follows:

B. No limitation shall be placed upon the amount of annual leave which any employee of the state or of any state agency may accrue during the period of his employment; provided, however, that any employee of the state or of any state agency shall accrue annual leave at the same rate as is provided for members of the classified service of the state by the Civil Service Commission; and

provided, further, that any employee or ex-employee of the state or of any state agency may be paid for accrued annual leave amounting to the same maximum as is provided for members of the classified service of the state by the Civil Service Commission as approved by the Governor after his separation from his office or employment if the annual leave has been accrued under established leave regulations and an attendance by this subsection retires, or whenever any such state contributes in whole or in part and before retirement, leaving a surviving spouse or dependent or both who are entitled to benefits from said system, his unused accumulated annual leave in excess of the amount for which payment is received, as above provided, shall be added to his membership service in the same manner and to the same extent as if the average compensation, as defined by the law pertaining to any retirement system covered herein, is determined.

Section 2. The necessity of the immediate passage of this Act having been certified by the governor to the legislature while in session, in accordance with Section 27 of Article III of the Constitution of Louisiana, this Act shall become effective immediately upon approval by the governor.

Section 3. If any provision or item of this Act or the application thereof is held invalid, such invalidity shall not affect other provisions, items of applications, and to this and the provisions of this Act are hereby declared severable.

Section 4. All laws or parts of laws in conflict herewith are hereby repealed.

Approved by the governor, July 12, 1974. A TRUE COPY.

## **FACULTY SICK LEAVE**

### **ACT NO. 339**

#### **House Bill No 858**

To enact and add a new Part IV consisting of Sections 2148 and 2149 of Chapter 10 of Title 17 of the Louisiana Revised Statutes of 1950 relative to sick leave for academic Human Resources in public colleges and universities under the supervision and control of the Louisiana State Board of Education and to repeal all laws or parts of laws in conflict herewith.

Be it enacted by the Legislature of Louisiana:

Section 1. Part IV of Chapter 10 of Title 17 of the Louisiana Revised Statute of 1950, consisting of Sections 2148 and 2149, is hereby enacted to read as follows:

#### **PART IV. SICK LEAVE FOR UNCLASSIFIED ACADEMIC HUMAN RESOURCES IN PUBLIC COLLEGES AND UNIVERSITIES UNDER STATE BOARD OF EDUCATION**

Section 2148. Sick leave for unclassified, academic Human Resources.

The state board of education shall recognize the following sick leave policy for unclassified, academic Human Resources:

##### **A. Employees, Work Weeks and Definitions**

- (1) Appointing authorities shall establish work weeks of 40 hours per week for full-time employees.
- (2) Appointing authorities shall establish work weeks proportionate to paragraph (1) for part-time employees.
- (3) Daily attendance and leave records must be maintained for unclassified employees under the jurisdiction of the State Board of Education. The

attendance record shall be signed by the employee and reported monthly to the Human Resources office.

(4) Definition of Sick Leave

- (a) Sick leave is leave with pay granted an employee who is suffering with a disability which prevents his performing his usual duties and responsibilities; who requires medical, dental, or optical consultation or treatment.

B. Earning of Sick Leave for 12-Month Employees

- (1) Sick leave shall be earned by each employee who has a regular tour of duty.
- (2) The earning of such leave shall be based on the equivalent of years of full-time state service and shall be creditable at the end of each calendar month in accordance with the following general schedule:
  - (a) Less than three years of service at the rate of one day of sick leave per month, or the equivalent thereof in hours.
  - (b) Three years, but less than five years, of service at the rate of one and one-fourth days of sick leave per month, or the equivalent thereof in hours.
  - (c) Five years, but less than ten years, of service at the rate of one and one-half days of sick leave per month, or the equivalent thereof in hours.
  - (d) Ten years, but less than fifteen years, of service at the rate of one and three-fourth days of sick leave per month, or the equivalent thereof in hours.



- (e) Fifteen or more years of service at the rate of two days of sick leave per month, or the equivalent there of in hours.
- (3) No twelve month unclassified employee shall be credited with sick leave for any calendar month
  - (a) Until he or she has completed the calendar month in which he or she was employed;
  - (b) During which he or she has been on leave without pay for ten or more working days;
  - (c) While serving in the military.
- C. Earning of sick leave for employees employed on basis other than twelve months.
  - (1) Sick leave shall be earned by each employee who has a regular tour of duty.
  - (2) The earning of such leave shall be based on the equivalent of years of full-time service and shall be creditable at the end of each calendar month.
    - (a) See schedule for accruing Annual and Sick Leave.
    - (b) For contract periods less than twelve months but different than ten months, a proportionate rate should be used.
  - (3) No unclassified employee employed on a basis less than 12 months shall be credited with sick leave for the reasons cited in paragraphs (3a), (3b), and (3c) of section B (above).
- D. Accrued unused sick leave earned by an employee shall be carried forward to the succeeding years without limitation.
- E. Transfer of Sick Leave

- (1) When an employee changes his position from one state agency to another, his accumulated sick leave shall be forwarded to the new agency and shall be credited to him.

#### Section 2149. Use of Sick Leave

##### A. Sick Leave May Be Used As Follows:

- (1) Sick leave with pay may be taken by an employee who has sufficient leave to his credit for the following:
  - (a) Illness or injury which prevents performance of his usual duties.
  - (b) Medical, dental or optical consultation or treatment.
- (2) The minimum charge for sick leave shall be four hours ( $\frac{1}{2}$  of a work day) and if more, shall be charged in increments to the nearest hour.
- (3) The employee may use sick leave for maternity purposes when postnatal or prenatal condition of the employee prevents the performance of usual duties provided the employee has sufficient sick leave credit. The limit to the use of sick leave for a postnatal condition is six weeks except if a physician certifies inability to return to work.
- (4) An appointing authority may advance sick leave with pay in an amount not exceeding 22 working days to an unclassified employee who has exhausted all his sick leave.
- (5) The value of any advanced sick leave which has not been repaid at the time of the employee's separation from the unclassified service shall be deducted from his last paycheck and/or paid in cash to the

appointing authority unless the separation is for the purpose of moving to another state agency, in which case the advanced sick leave shall be forwarded to the agency accepting him as an employee.

(6) Upon separation caused by disability, death, or retirement, all advanced sick leave shall be canceled.

(7) Upon death or retirement of an unclassified employee, sick leave accrued to his credit shall be computed and the value thereof shall be paid to him provided that the sick leave had been accrued under established leave regulations and a daily attendance record has been maintained for the employee by his supervisor, except that such payment shall not exceed the value of 25 working days computed on the basis of a 5-day week and on a 4-week per month basis for Human Resources employed on a less than 5-day week and 52-week year for 12 month employees. The rate of pay shall be computed utilizing the base rate the employee is receiving at the time of termination.

Section 2150. Nothing in this Act shall authorize or require the reduction of any sick leave benefits presently available to any unclassified, academic employee under any contract, law, agreement, custom or policy in effect at the time this Act becomes a law.

Section 2. All laws or parts of laws in conflict herewith are hereby repealed.

### **EXCERPT FROM ACT 313, 1975 SICK LEAVE**

Section 3311. Sick leave for unclassified, academic Human Resources

Each Board vested with management and supervision of Colleges and Universities shall recognize the following sick leave policy for unclassified and academic Human Resources.

A. Employees, work weeks, and definitions

1. Appointing authorities shall establish work weeks of forty hours per week for full-time employees. The purpose of establishing the forty hour week is merely to provide appointing authorities a system of accounting for and the taking of sick leave. Nothing contained in this Act or in any other provision of the Revised Statutes shall be construed as requiring academic teaching Human Resources, whether employed on a twelve month basis or on a basis other than twelve months, to be physically present in their classrooms laboratories, offices, or any other place where their employment duties are performed, for the period of forty hours per week.
2. Appointing authorities shall establish work weeks proportionate to paragraph (1) for part-time employees.
3. Daily attendance and leave records must be maintained for unclassified employees under the jurisdiction of each Board. Each Board may, in the exercise of its discretion, adopt an attendance form which is designed merely to indicate that academic teaching Human Resources were either present or absent from their usual duty posts during the usual working day of such Human Resources. The attendance record shall be signed by the employee and reported monthly to the Human Resources office.
4. Definition of sick leave: Sick leave is leave with pay granted an employee who is suffering with a disability which prevents his performing his usual duties and responsibilities and who requires medical, dental, or optical consultation or treatment.

B. Earning of sick leave for twelve-month employees

1. Sick leave shall be earned by each employee who has a regular tour of duty.
2. The earning of such leave shall be based on the equivalent of years of full-time state service and shall be creditable at the end of each calendar month in accordance with the following general schedule:
  - (a) Less than three years of service: At the rate of one day of sick leave per month, or the equivalent thereof in hours.
  - (b) Three years but less than five years of service: At the rate of one and one fourth days of sick leave per month, or the equivalent thereof in hours;
  - (c) Five years but less than ten years of service: At the rate of one and one half days of sick leave per month, or the equivalent thereof in hours.
3. No twelve-month unclassified employee shall be credited with sick leave for any calendar month:
  - (a) Until he or she has completed the calendar month in which he or she was employed;
  - (b) During which he or she has been on leave without pay for ten or more working days;
  - (c) While serving in the military.

C. Earning of sick leave for employees employed on basis other than twelve months:

1. Sick leave shall be earned by each employee who has a regular tour of duty.

- 2 The earning of such leave shall be based on the equivalent of years of full-time service and shall be creditable at the end of each calendar month as follows:

| Length of Contract | Summer Session Worked | Less Than 3 yrs. Service | Less Than 5 yrs. Service | Less Than 10 yrs. Service | Less Than 15 yrs. Service | 15 yrs. Service and Over |
|--------------------|-----------------------|--------------------------|--------------------------|---------------------------|---------------------------|--------------------------|
| 9 months           | 12 weeks              | 12                       | 15                       | 18                        | 21                        | 24                       |
| 9 months           | 9 weeks               | $11\frac{1}{4}$          | 14                       | $17\frac{1}{4}$           | $19\frac{3}{4}$           | $22\frac{1}{2}$          |
| 9 months           | 6 weeks               | $10\frac{1}{2}$          | 13                       | $15\frac{3}{4}$           | $18\frac{1}{2}$           | 21                       |
| 9 months           | None                  | 9                        | $11\frac{1}{4}$          | $13\frac{1}{2}$           | $15\frac{3}{4}$           | 18                       |

\*For contract periods less than twelve months but different from nine months a proportionate rate should be used.

- 3 No unclassified employee employed on a basis less than twelve months shall be credited with sick leave for the reason cited in Subparagraphs (a), (b) and (c) of Paragraph (3) of Subsection B of this section.

D. Transfer of sick leave:

When an employee changes his position from one state agency to another his accumulated sick leave shall be forwarded to the new agency and shall be credited to him.

Section 3312. Use of Sick Leave

A. Sick leave may be used as follows:

1. Sick leave with pay may be taken by an employee who has sufficient leave to his credit for the following: medical, dental, or optical consultation or treatment.

2. The minimum charge for sick leave shall be four (½ day) and if more, shall be charged in hour increments to the nearest hour.
3. The employee may use sick leave for maternity purposes when postnatal or prenatal condition of the employee prevents the performance of usual duties provided the employee has sufficient sick leave credit. The limit to the use of sick leave for a postnatal condition is six weeks except if a physician certifies inability to return to work.
4. An appointing authority may advance sick leave with pay in an amount not exceeding twenty-two working days to an unclassified employee who has exhausted all his sick leave.
5. The value of an advanced sick leave which has not been repaid at the time of the employee separation for the purpose of moving to another state agency, in which case the advanced sick leave shall be forwarded to the agency accepting him as an employee.
6. Upon separation caused by disability, death or retirement, all advanced sick leave shall be canceled.
7. Upon death or retirement of an unclassified employee, sick leave accrued to his credit shall be computed and the value thereof shall be paid to him provided that the sick leave had been accrued under established leave regulations and a daily attendance record has been maintained for the employee by his supervisor, except that such payment shall not exceed the value of twenty-five working days computed on the basis of a five-day week and on a four-week

per month basis for Human Resources employed on a less than five-day week and fifty-two week year for a twelve-month employee.

The rate of pay shall be computed utilizing the base rate the employee is receiving at the time of termination.

#### Section 3313. Applicability

Nothing in this Part shall authorize or require the reduction of any sick leave benefits presently available to any unclassified, academic employee under any contract, law, agreement, custom or policy in effect at twelve o'clock noon on July 31, 1974.

### **SICK LEAVE**

#### Civil Service Rule 11.14. Certificate (Required when sick leave is taken):

“An employee who has taken sick leave shall file with his appointing authority a certificate stating the cause of his absence and amount of time taken. The appointing authority may require a statement from a registered physician or some other acceptable proof that the employee was ill and unable to report to work.”

Civil Service Rule 12.6(a) 1 Special Provision for Separation of Sick or Disabled Employee: “An employee absent from duty because of a disability which prevents performance of the usual duties and responsibilities of his position and who has exhausted all sick leave, may be removed by the appointing authority upon certification to the Director that the interests of the service requires that duties of the position be carried on without further interruption. Such removal shall not disqualify the former employee for non-competitive re-employment as provided in Rule 8.18.” Therefore, sick leave will be granted only when an employee has followed the procedure outlined below for all employees:

- a) Notified his supervisor of his inability to report for work prior to his tour of duty.



- b) Upon return from illness, application for sick leave must be made immediately and forwarded to the Office of Human Resources. The application must be submitted prior to leaving where the employee is aware that he or she is to go on sick leave for scheduled surgery, office visits, etc.
- c) Notify his or her supervisor if additional sick leave is needed.
- d) In cases where sick leave has been excessive or extended, an employee will be required to submit a doctor's certificate. The supervisor may request that an employee submit a doctor's certificate for any sick leave taken.
- e) Thus employees and supervisors must ensure that they have submitted applications for sick leave and/or doctor's statement into the Office of Human Resources in order for employee's check to be released.
- f) Misused or abused sick leave will result in disciplinary action. In addition, a Civil Service employee may be terminated for such actions under Civil Service Rule 12.6.
- g) All sick leave applied for on Friday, Monday and days before and after off days, or holidays must be accompanied with a doctor's statement as well as Saturdays and Sundays for employees who work on weekends.

## **CLASSIFIED EMPLOYEE'S LEAVE OF ABSENCE**

### **Leave of Absence Without Pay**

An employee may be granted leave of absence without pay for a period not to exceed one year. Written request must be made to the Office of Human Resources through your supervisor and department head.

## **Educational Leave**

Leave without pay may be granted an employee for educational purposes for a period equivalent to the period of attendance at the educational institution. Such leave should be applied for in writing three months in advance. The letter should be addressed to the President and/or Chancellor of the University with a copy for the Office of Human Resources Services.

Employees wishing to take courses on campus during their regular working hours should first receive (in writing) the permission of their immediate supervisor. A written request to the Office of Human Resources, including the letter received from your supervisor, should be made stating the number of courses desired and the hours of such courses. The equivalent of the number of hours per week that you attend classes will be deducted from your gross earnings. (For example: If your normal work week is forty hours and you desire to enroll in a class that meets three hours per week, the amount to be deducted would be  $\frac{3}{40}$  of your total salary and/or  $\frac{6}{80}$  of your pay day salary). You may use annual leave hours for each hour of approved class.

Educational leave with pay may be granted an employee for a maximum of thirty calendar days in one calendar year if the course of instruction to be taken is pertinent to the work of the employee in his department, provided that a permanent employee may be granted such leave for a maximum of ninety calendar days in one calendar year if the department requires him to take special training. The above to be certified by the department head and approved by the Office of Human Resources Services.

Employees granted educational leave without pay may be granted a stipend if there are funds available for the purpose.

## **LEAVE OF ABSENCE (FACULTY, ADMINISTRATIVE)**

### **(As taken from Board Policy)**

Full-time academic employees at the rank of instructor (or equivalent) or above who have completed three or more consecutive years of service on the campus may petition for academic leave for study leading to the terminal degree or independent study and research, the object of which is to enable them to increase their professional efficiency and usefulness to the University.

Adequate justification setting forth the plans for each academic leave shall be stated, and a report of the accomplishments under each leave granted shall be made promptly upon return from academic leave.

Persons employed on a twelve-month basis are eligible for twelve months' leave with three-fourth pay ( $\frac{3}{4}$ th of yearly salary) or one semester leave with three-eighths of nine-month's salary, provided that such persons have completed six consecutive years of service. Persons who have completed three consecutive years of service are eligible for leave benefits at one-half of the rate granted otherwise. The Chancellor of each campus shall, after having received requests from the Chief Academic Officer or other administrative heads, make recommendations for academic leave through the President to the Board.

Prior to the leave period, persons approved for leave shall be informed in writing of the status of their fringe benefits and conditions of their leaves.

## **MATERNITY LEAVE**

Frequently, we receive inquiries about Maternity Leave: Who is eligible? When must I take a leave? Who approves the leave? What happens to my seniority? Do I receive my salary? To answer these questions, the procedure normally followed is being posted for your information.

- 1) Any employee who has attained permanent status or a probationary employee may apply for Maternity Leave. Maternity Leave requests are treated the same as any other request for leave due to a temporary disability.
- 2) Maternity Leave must be taken at the end of the seventh month of pregnancy. This will be extended with certification from attending physician and employee. In addition, the supervisor must certify that the employee's work is satisfactory. The employee can take leave at fifth week before delivery.
- 3) The leave can be for four months' duration, and seniority will not be affected. If, for any reason, the absence is for longer than four months, the employee must notify the Office of Human Resources and her department head immediately. If an employee has not returned to duty at the end of the sixth month or notified the proper offices, the employee's failure to return from leave will be treated as Abandonment of Position and she will be terminated as of her last day of disability.
- 4) Employees must give the Office of Human Resources and their department written notice of their desire for a Maternity Leave by the third month. At this time, an employee must submit a statement from the

doctor that the employee is physically able to carry on her regular duties. A statement on employee's physical condition is to be submitted to the Office of Human Resources by the attending physician each month thereafter while employee is on duty.

- 5) Employee may return to duty as early as before the end of the second month after birth with a statement from her attending physician and a letter from herself. The employee returns to her original position, or to a position of like status and pay, upon termination of leave.

- 6) Employee may utilize accumulated sick leave during this period.

Therefore, employee will be paid for hours that the employee has accumulated for sick leave purposes. When all leave (sick and annual) is exhausted, employee will be on leave without pay. The above would apply to miscarriage, abortion and recovery there from.

- 7) An employee affected by a lay-off while on Maternity Leave will be reassigned or placed on lay-off in line with rules in effect at that time.

- 8) If the employee receives a negative statement from her physician, she will be asked to take a leave of absence immediately, when prior to seventh month. Should a negative report be received from her immediate supervisor indicating she is not performing her duties satisfactorily, a conference will be arranged between the immediate supervisor, the individual involved and the Office of Human Resources.

- 9) An employee must dress in the prescribed clothes and is to be neat at all times.

- 10) Upon receipt of notice from employee (mentioned in item #4), the Human Resources Office will send employee the necessary forms for signature, which will require the supervisor's, department head's and physician's signatures. At this time, the employee will be informed of hours of leave and projected hours at the end of the seventh month, which will be verified at the end of the seventh month.

#### **HOSPITAL, SURGICAL AND LIFE INSURANCE DURING MATERNITY LEAVE**

Insurance coverage is maintained throughout the duration of the paid leave and up to one year of leave without pay. The employee will be required to remit to Human Resources Services the regular amount of monthly premium for periods of leave without pay exceeding one month in duration.

If there are any questions about the above procedures, your supervisor or a representative of the Human Resources Department will be pleased to discuss them with you.

In keeping with recent United States Supreme Court rulings, an employee may work up until the fifth week before expected delivery provided the employee and her physician certify her ability to do so. However, her work performance must remain satisfactory. In addition, the employee may return to duty as soon after birth as she is certified able to do so by her and her physician. Also, an employee must make arrangements with Human Resources to pay Group Insurance premiums in advance in order that her coverage will not be canceled.

Absences are classified as normal, excessive, or prolonged.

Excessive Absence is defined as:

- A. Ten days or more in one calendar year, spread over two or more separate absences.
- B. Five or more different absences in one calendar year.

Prolonged Absence is defined as continuous absence in excess of twenty working days.

The department head, through the appropriate supervisor(s), is responsible for determining the true cause of all absences and for making the appropriate work schedule adjustments until the employee's return to work in cases of normal and excessive absences. The department head in conjunction with the appropriate Vice Chancellor, Human Resources and Chancellor/President are responsible for arrangements for prolonged absences, since such absences usually involve medical disability.

Absences are also classified according to reason, i.e., illness, death in the family, marriage, maternity, jury duty, military service, leave of absence.

## **TERMINATION OF EMPLOYMENT**

### **I. Termination of Faculty Member**

The termination of a faculty member may result from: (1) cause, (2) financial exigency, (3) discontinuance of a program or course of instruction, (4) medical reasons, (5) resignation, (6) retirement, or (7) contingent matters directly related to those enumerated.

### **II. Termination For Cause -- Definition**

Cause for discharge or termination of a faculty member's contract shall include those specified by laws governing higher education in the State of Louisiana, and conduct seriously prejudicial to the Law Center; conviction for a felony; unethical and immoral behavior; neglect of duty; incompetence; or failure to perform duties in a professional manner.

### **III. Informal Hearings**

- A.** Formal hearings of a complaint against a faculty member with tenure shall be preceded by informal discussions between the faculty member, Chancellor and Vice-Chancellor. A statement of charges shall be presented to the faculty member. The purpose of the informal discussions shall be an attempted resolution of the complaint to the mutual satisfaction of the faculty member and Law Center administration.
- B.** The Chancellor may, in his discretion, charge the chairman of the Faculty, Appointment, Retention, Promotion and Tenure Committee with the task of conducting an informal inquiry into the allegations of the complaint prior to the informal hearings in A above.



#### **IV. Formal Hearings**

- A.** In the event a mutual settlement is not reached, the Committee shall meet to formally consider the charges of the complaint.
- B.** Unless waived by the faculty member, formal written notice of the hearing and specific charges shall be served on the faculty member at least fifteen days before the hearing.
- C.** A faculty member may waive a hearing or may submit a response in writing at any time before the hearing date.
- D.** Should a faculty member elect to waive the hearing, but deny the charges of the complaint or contend that such charges do not support a finding of cause for dismissal, the Committee shall then evaluate all available evidence and rest its recommendation upon the record.
- E.** Any hearing, formal or informal, to consider the dismissal of a faculty member shall be private.
- F.** The burden of proof that adequate cause exists for dismissal of the faculty member shall rest with the Law Center and be satisfied by clear and convincing evidence.
- G.** During the formal hearing, the faculty member shall have the following rights:
  - 1. The right to have an academic advisor and counsel of choice;
  - 2. The right to have a representative of a responsible educational association attend the hearing as an observer;
  - 3. The right to have a verbatim record of the hearing (at the cost of the faculty member);
  - 4. The right to investigate evidence as to which a valid claim of surprise is made;
  - 5. The right to obtain necessary witnesses and documentary or other evidence; and
  - 6. The right to confront and cross-examine all witnesses.

- H. The Committee will not be bound by strict rules of legal evidence, and may admit any evidence of probative value in determining the issues involved. Every effort will be made to obtain the most reliable evidence available. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and if possible, provide for interrogatories.
- I. The findings of fact and recommendation of the Committee shall be based solely on the hearing record.

## **V. Findings and Recommendations**

- A. The Committee's findings and recommendations shall be forwarded to the Chancellor at the close of the hearing.
- B. Should the Committee determine that adequate cause for dismissal has not been shown, the Chancellor shall be so notified. If the Chancellor rejects the Committee's findings and recommendation, he shall state his reasons in writing and provide the Committee and faculty member an opportunity to respond.
- C. Should the Committee determine that adequate cause for dismissal is supported by the evidence, the Chancellor shall promptly notify the faculty member, with copies of the notice to the President and Chairman of the Board of Supervisors. The notice shall include a request for the Board's approval of the termination.
- D. A faculty member may request a review of the proposed dismissal by the Board of Supervisors via a written request to the President within five days of the faculty committee's findings and recommendation.
- E. The Board of Supervisors shall review the record of the Committee's formal hearing, and provide an opportunity for written or oral argument, or both. The decision of the

Committee shall either be sustained or rejected with specific reasons. If rejected, the Board shall remand the matter to the Committee for reconsideration in light of the specific reasons for objection, and the receipt of additional evidence, if necessary. The Board of Supervisors will make a final decision only after the Committee's reconsideration of the issues.

**VI. Procedure for the Termination of Faculty Members in Cases of Financial Exigency, Discontinuance of a Course of Study or Medical Reasons Shall be Consistent With the Bylaws and Regulations of the Southern University Board of Supervisors, Part III, Chapter II.**

**VII. Notification of Termination**

**A. Non-tenured** -- written notice of termination of a non-tenured faculty member will be provided in accordance with the following schedule:

1. Not later than March 1 of the first academic year of service, if the appointment expires at the end of the year; or if the appointment terminates during an academic year, at least three months in advance of its termination.
2. Not later than December 15 of the second academic year of service, if the appointment expires at the end of the academic year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
3. At least twelve months before the expiration of an appointment after two or more years' service.

**B. Resignation**

1. Except by agreement with the institution, a faculty member should not leave or be solicited to leave his position during an academic year for which he has accepted an appointment.
2. A faculty member should not resign in order to accept other employment as of the end of the academic year, later than May 15 or 30 days after receiving notification of terms of his continued employment the following year, whichever date occurs later. If emergencies occur, a request to waive this requirement in such cases is in order.
3. Negotiations for appointments for the following fall should be begun and completed as early as possible in the academic year. It is recommended that the faculty member who has been approached with regard to another position inform the Chancellor when such negotiations are in progress. The conclusion of a binding agreement for the faculty member to accept an appointment elsewhere should be followed by prompt notice to the Law Center.
4. To permit a faculty member to give due consideration and timely notice to the Law Center, an offer of appointment for the following fall at another institution should not be made after May 1. The offer should be a "firm" one, not subject to contingencies.

## **GRIEVANCE PROCEDURES**

It shall be the right of each unclassified employee of the University System to seek redress to grievances in matters resulting in decisions considered to be unfair or unfounded, charges of incompetence or unsatisfactory performance of duties, and other similar allegations. It is the purpose of this grievance procedure to secure prompt and equitable solutions to the grievances of faculty, including Adjunct Faculty members and other unclassified employees.

### **PROCEDURE FOR OBTAINING REDRESS TO GRIEVANCES**

- A. On the official Grievance Form, the employee shall submit in writing to his immediate supervisor complete information pertaining to the grievance along with all support documents within one week subsequent to the occurrence of the incident precipitating the grievance. Forms are available in the campus Personnel Office.
- B. The immediate supervisor shall meet with the employee and respond in writing to the grievance submitted expeditiously, but not later than five working days after receipt of grievance. The employee has the right to have counsel or a fellow employee of his or her choice present as an observer at this or subsequent meetings at any level.

The number of days (five working days - up to Faculty Grievance Committee) indicated at each step shall be considered a maximum, and every effort will be made to expedite the process. The time limits specified shall apply to both the grievant and the Administration and may be extended by mutual written agreement.

- C. If the grievance is not resolved, the employee may seek redress within five working days at the next level of the Administrative hierarchy. For the purpose of this section, the levels of Administration are department or area Directors, Deans, appropriate Vice- Chancellors, the Faculty Grievance Committee and the Chancellor. The Faculty Grievance Committee shall be appointed by the Chancellor and shall be composed of faculty known for their

objectivity, competence, and the regard with which they are held in the academic community. They shall be appointed for a term of one year.

- D. In the absence of a solution to the grievance at the above level, the grievant may seek redress at the next higher level of authority within five working days. If the grievance is not resolved at the Vice-Chancellor's level of authority, the grievance, with all supporting documents including responses and decisions at each level of authority, will be forwarded to the Chancellor for review and transmittal to the standing Faculty Grievance Committee for that campus. The Committee shall investigate the grievance and shall make recommendations to the Chancellor within ten working days. The campus Chancellor shall respond in writing to the grievance not later than ten working days after receipt of the Faculty Grievance report.
- E. If the grievance is not resolved at the campus Chancellor level, the grievant shall transmit the grievance, all supporting documents and written responses to the System President within ten working days. The System President will receive and review the grievance, support documents and responses provided by subordinates. The System President shall communicate in writing his or her decision to the employee within fifteen working days after receipt of the grievance. If the System President's decision is unfavorable and the employee wishes to have his or her grievance reviewed by the Board of Supervisors, he or she may formally request the same in writing through the System President within ten working days. The grievant's support documentation that is transmitted for consideration by the Board of Supervisors shall include only those documents that have been submitted to and considered by the President and the Campus Administrators as part of the grievance review and appeal process. However, before making an appeal to the Board of Supervisors, a grievant may petition the System President for reconsideration of his decision upon

presenting additional information that is: 1) germane to the grievance; and  
2) was not available to the grievant before the receipt of the System President's response;  
and 3) which, if it had been considered, may have influenced him to render a different  
decision or to remand the grievance to a lower level for reconsideration.

F. An employee must attempt to exhaust all administrative procedures at the campus and system level before an appeal can be made to the Board. The Board Chairman, in consultation with Board Counsel and the Executive Committee will review the administrative proceedings and determine whether or not further action by the Board is warranted. That decision will be based upon (1) whether or not substantive due process has been afforded the grievant; (2) protection of grievant from arbitrary and capricious administrative actions; and (3) whether or not the grievant's tenure and contractual rights have been violated.

#### G. Hearing Guidelines

1. The Chairman of the Board shall convene the Board to sit as a Committee-of-the-Whole to hear the grievance.
2. The hearing is not intended as a trial before a court of law and, therefore, adherence to the strict rules of evidence is not required. Questions relating to the competency, relevancy or materiality of evidence and latitude in conducting questioning shall be based upon the Board's determination as to what is just, fair and reasonable under the circumstance.
3. Chairman will announce that the Board will convene for the purpose of reviewing the grievance of (Grievant's Name), a (Title) at (Campus), which was filed with the Board.
4. Chairman will ask both the Grievant and the Chancellor to state a preference of a forum for reviews to be held, public or executive session, however, the final decision

will rest with the Board or Committee. (If executive session is chosen, a motion to so convene must be made.)

5. Chairman will call Grievance Committee to order.
6. Chairman will give an opening statement that details the procedure to be followed, including purpose of proceeding, committee's reservation of right to limit evidence and statements deemed irrelevant or unrelated to issues at hand, and also the right to hear or not to hear witnesses offered by the parties.

#### H. Procedural Guidelines

1. Grievant makes the opening statement detailing his or her grievance and the remedy he or she seeks.
2. University official(s) will make an opening statement to detail the University's position relative to the grievance.
3. Grievant will present in full his or her grievance and may offer documentary support of his or her position and witnesses for the Committee to hear, should it desire to do so.
4. University official(s) may fully respond to grievant's statement and/or offer rebuttal evidence, witnesses, etc. If Committee desires to hear witnesses, they will be called as Committee indicates they are needed, but they will remain outside of the hearing room if Executive Session is selected.
5. Committee may:
  - (a) Ask questions.
  - (b) Allow closing statement from grievant and University Official(s).



6. Grievant and others not pertinent to deliberations shall be dismissed while Committee discusses grievance and formulates recommendation(s), (Executive Session may be called).
7. Committee reconvenes and announces recommendation(s), to be presented to full Board (Motion).
8. If the hearing is held in open session, a tape recording of the hearing shall be made and retained by the Chairman of the Board for a period of one year. Grievant may obtain a written transcript of the tape recording at his or her expense.

#### I. Remedial Action

If the Board finds that the grievant's charges have been substantiated, appropriate corrective action shall be determined in consultation with the grievant and the Administration. The University will implement corrective action upon receipt from the grievant of a release of the University from all claims that the grievant might have arising out of the incidents or conditions upon which the grievance was based.

J. Confidentiality of Proceedings

The University System and Board of Supervisors shall take all reasonable steps to insure the confidentiality of all proceedings, hearings and the records produced therefrom. However, should any matter develop during the course of the proceedings become public knowledge, the System President and Chairman of the Board of Supervisors reserve the right to issue appropriate statements.

K. Communications directed to individual Board members that pertain to grievances or possible grievances will not be acknowledged except through this procedure and resulting full board action.

### **SEXUAL HARASSMENT POLICY**

**Sexual harassment is prohibited at Southern University. Any employee or student will be subject to disciplinary action if found to be in violation of this policy.**

Southern University has adopted the following definition of sexual harassment: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of employment or of a student's status in a course, program, or activity; or

1. submission to or rejection of such conduct is used as the basis for decisions affecting the individual; or
2. such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or educational experience or of creating an intimidating, hostile, or offensive environment.

Any questions regarding sexual harassment in general or a specific case should be addressed to the EEO Coordinator Department Head or the appropriate official, who may be designated by the System President or respective campus Chancellor.

## **DRUG POLICY**

(Adopted pursuant to the Drug-Free Workplace Act of 1988)

### **A. Statement**

Recognizing that drug use poses health and safety hazards to employees/students and to the community at large, the University considers the abuse of drugs to be a very serious matter, one that cannot be tolerated in the workplace or classroom. Therefore, it is the policy of the Southern University and A & M System to maintain a drug-free workplace and environment conducive to the learning process. All employees/students are notified that it is unlawful to manufacture, distribute, dispense, possess, or use any illegal drug or alcohol or to abuse controlled substances in the workplace and classroom or other related areas associated with the learning process, including the dormitories. Such actions are prohibited on all University property and at any other location where employees/students are conducting University business.

### **B. Definitions**

For purposes of this Policy Statement, the following definitions shall apply:

1. Drug - any substance, other than food, which when inhaled, injected, consumed, or introduced into the body in any manner, alters mood or function.
2. Drug Abuse - any continuing use of an illegal drug, alcohol, or controlled substance that produces problems for the user, his or her family or society at large.
3. Unlawful Manufacture - to plant, cultivate, harvest, process, make, prepare,

- or otherwise engage in any part of the production of a drug by propagation, extraction, chemical synthesis, compounding, or any combination of the same, including packaging, repackaging, labeling, and other activities incidental to production.
4. Distribute - to deal in, ship, transport or deliver. This does not include the administering or dispensing of a drug by a person authorized or qualified to do so (i.e., physician, pharmacist, etc.).
  5. Dispense - to sell, leave with, give away, dispose of, or deliver.
  6. Possess or Possession - having control over a thing or substance.  
  
Possession may not be inferred solely from mere access to the thing or substance through ownership or occupation of the premises upon which the thing or substance is found.
  7. Use - the taking, partaking or utilizing of a drug or other controlled substance.
  8. Drug Abuse Offense - corrupting another with drugs, trafficking in drugs, abusing drugs (including abuse of alcohol), possessing drug abuse instruments, permitting a dangerous drug, processing drug documents illegally, abusing harmful intoxicants, or dispensing drug samples illegally; violating any state or federal law that is substantially equivalent to any of the above offenses; violating any state or federal law in which planting, cultivating, harvesting processing, making, manufacturing, producing, shipping, transporting, delivering, acquiring, possessing, storing, distributing, dispensing, selling, including

9. Controlled Substance - a drug, compound, mixture, preparation, or other substance as defined in 40:961 to 40:995 of the Louisiana Revised statutes or as defined by applicable statutes of other states and the Federal government.
10. Reasonable Suspicion - a belief based on objective and documented facts sufficient to lead a prudent University-authorized supervisor to suspect that an employee/student is using drugs of alcohol.

**C. Compliance with University Substance Abuse Policy**

1. All employees/students of the Southern University System are expected to abide by the terms of this policy. An employee/student found in violation of the policy shall be subject to appropriate sanctions and penalties. Such penalties and sanctions may include but are not limited to referral for counseling, written or oral reprimands, suspensions with or without pay, or termination, in accordance with the established rights of the employee/student, including the right to due process.
2. All University employees/students who are engaged in employment or other work under the terms of any grant from any agency of the Federal government shall as a condition of employment be required to:
  - (a) Acknowledge receipt of and to abide by the terms of the University's drug-free policy.
  - (b) Notify his or her administrative supervisor of any criminal drug- statute conviction for a violation occurring in the workplace no later than five days after such conviction. Any employee who fails to report such a substance abuse conviction within five days will be subject to sanctions, up

to and including termination of employment.

3. Upon receipt of notice under the preceding paragraph or if the University should otherwise receive actual notice of such conviction, the University shall notify the granting or contracting agency within ten days after receiving such notice.
4. The principal investigator of any grant, project, or contract from a Federal agency is required to insure that each employee engaged in the performance of the grant be given a copy of this policy and be required to acknowledge its receipt.
5. Any employee/student who is in any way chemically dependent must comply with a University-approved assistance program if the dependency is disclosed. Failure to do so can result in the sanction and penalties described in C1 (above).
6. No identified employee/student will be allowed on University property and at any other location where employees/students are conducting University business under the influence of drugs, alcohol, or any abused controlled substance.
7. Upon receipt of a notice of conviction of an employee for violation of any criminal drug statute, the University, within thirty days of receiving such notice, shall:
  - (a) Take appropriate Human Resources action against such an employee subject to established disciplinary procedures, up to and including termination, in accordance with requirements of due process; or
  - (b) Require such employee to satisfactorily complete a drug-abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
  - (c)

#### **D. Searches and Inspections**

The University-authorized supervisor has the right to conduct on-the-spot searches and inspections of employees/students and their personal effects as described above if said supervisor has a “reasonable suspicion” that the employees/students are in violation of this policy.

#### **E. Drug Testing**

Searches and inspection under this policy may also include unannounced Urine Drug Screening. This test may be used under the following circumstances:

1. For pre-employment examinations.
2. When an authorized University supervisor has a reasonable suspicion or just cause to believe that an employee/student is intoxicated, using or under the influence of controlled drugs.
3. When an employee/student is found in possession of a suspected controlled substance or a controlled substance is found in an area controlled by the employee/student.
4. Following a serious accident or incident in which safety precautions were violated or careless acts were performed.

#### **F. Due Process**

If any disciplinary action is taken against an employee under this policy, such an employee has the right to due process. The Faculty Handbook for University Human Resources, the Code of Student Conduct, and collective bargaining agreements list these procedures.

#### **G. Good Faith Effort**

The University, in adopting and implementing this policy pursuant to the Drug-Free Workplace Act of 1988, further certifies that it will make a good faith effort to maintain a drug-free workplace and to respect the privacy rights of its employees.

## **SUMMER RESEARCH GRANTS**

### **Purpose**

Research and publication have long been recognized as inherent obligations of those who teach in American law schools. Summer research is designed to secure on a competitive basis the publication by the tenured and tenure-track faculty of original research. Summer research opportunities are often the most opportune time for law school faculty members to initiate and engage in serious research. Providing research opportunities advances the professional development of law school faculty members; comports with research and publication requirements of Promotion and Tenure Standards; and helps attract outstanding faculty. The overall benefit is the promotion of excellence that improves the teaching and learning of our students and enhances our reputation in academic and legal communities throughout this state and nation.

Although every effort will be made to approve quality research grant proposals, staffing of the Law Center's summer school session will be given priority over the award of summer research grants.

Amount of Summer Grants: Full \$10,000.00

½ 5,000.00

### **Application Process**

A faculty member who wishes to engage in serious scholarship over the summer months and is interested in being awarded a summer research grant must submit to the Chancellor a research proposal regarding a significant issue of Louisiana, national or international/comparative law in the form of a detailed abstract. A copy of the proposal should be submitted to the Vice Chancellor for Academic Affairs. The deadline to apply for a summer grant is January 31 of the year for which the applicant is applying for the grant. If January 31 is



a weekend or legal holiday, the application must be submitted on the next working day. Upon acceptance by the Chancellor of the abstract as a viable research initiative, the faculty member will be paid the research grant according to the summer school pay schedule. The final research project must consist of a single, original monograph of publishable quality of no less than 25 printed pages, typed on 8 $\frac{1}{2}$ " X 11" paper, double spaced. The research project must be well- written, contribute to its designated area of law and it must be accepted for publication in a law review, law journal, legal treatise, legal encyclopedia or other publication approved by the Chancellor's office. An applicant who fails to publish a project funded by a summer research grant will not be eligible for a subsequent grant, unless he shows reason why more time is needed to publish the research. It is important to note, that once a faculty member accepts the research grant, he or she agrees to not engage in any employment other than the summer research agenda set forth in the research proposal. Further, the applicant shall inform the Chancellor's office if he has applied for or received any other grant or writing stipend from an outside source to fund the research project.

### **Exemplary Placement Incentives**

Should the faculty member place his or her work in what is referred to as a top tiered journal, the faculty member may be entitled to additional bonus compensation of \$2,500.00 payable upon actual publication. The Chancellor's office will review the quality of the article and assess the journal to determine eligibility for the exemplary placement incentive.

## **POLICY STATEMENT ON STUDENT INDEPENDENT RESEARCH COURSE**

**(Revised 11/19/2014)**

Approval for academic credit of student independent research will be granted on a selective basis in conformance with provisions given hereunder:

### **SUBSTANTIVE**

1. One (1) or two (2) hours of academic credit may be earned and a student may engage in independent research only ***once*** for academic credit during his/her matriculation.
2. To be eligible for consideration, a full-time student must have earned at least 30 semester hours. A part-time day or evening student must have earned at least 24 credit hours. Students must be in academic good-standing, i.e. not on academic probation.
3. Save exigent circumstances that must be verified by the applying student and only if approved by the Vice Chancellor for Academic and Student Affairs, ***independent research will not be allowed during summer sessions.***
4. A student will not be allowed to take more than a total of sixteen (16) semester hours including the independent research hours.
5. A student who desires to conduct an independent research project for course credit must write a proposal in the form of an abstract or prospectus describing the particular research project.

6. The student must complete an application, and submit the application and an abstract or prospectus to a full-time faculty member for approval. The faculty member must sign the completed application agreeing to guide and supervise the research project. The number of course credit hours recommended by the faculty member must appear on the application. The application and abstract or prospectus must be submitted to the Vice Chancellor for Academic and Student Affairs.
7. The Vice Chancellor for Academic and Student Affairs will forward research projects that are approved by his office to the Records and Registration Department for processing.
8. A professor shall supervise only one (1) student enrolled in an independent research project per semester.
9. A student research project must be completed during the same semester of enrollment unless extenuating circumstances prevent its completion. If this occurs the supervising professor must submit a statement explaining the delay.
10. The students shall be required to write a substantial research paper in the course. Students shall confer individually with their professor for assessment of written work and then edit and rewrite their papers to produce works of such quality that they could be published as student notes in a law review.
11. The supervising professor shall evaluate the final written product and submit a final grade of Pass or Fail to the Director of Records and Registration.

12. The supervising professor shall keep and maintain for two (2) years at least one copy of the graded final research product and provide a copy of the same to the Vice Chancellor for Academic and Student Affairs.

13. Withdrawal from the Independent Research course shall be governed by the same regulations governing formal withdrawal from any other course.

14. Research projects seeking the two hours advanced writing credit must meet the requirements stated in that policy.

15. If the student desires only one hour credit for the project the paper must meet all requirements stated in section 10 above and be at least 15 typewritten pages not including the cover or other ancillary pages. If the student desires to earn two hours of course credit without receiving credit for the advanced writing requirement, the paper must be at least 30 typewritten pages not including the cover or other ancillary pages.

## **PROCEDURE**

1. The student completes an application and an abstract or prospectus with a complete bibliography.

2. The student contacts and presents to the proposed supervising professor the application and abstract or prospectus.

3. The professor reviews the prospectus or abstract and indicates his approval to supervise the project by signing the application.

4. The student submits to the Vice Chancellor for Academic and Student Affairs the application signed by the professor, and the Vice Chancellor will either approve or deny the research project. The Vice Chancellor for Academic and Student Affairs can deny the application for reasons that he deems appropriate.

5. If the Vice Chancellor for Academic and Student Affairs approves, he will give written notification to the professor and to the Records and Registration Department.
6. The student should check his Banner account for the Independent Research course or he may email the Vice Chancellor for Academic and Student Affairs.
7. The application and abstract must be approved no later than five (5) days after the semester begins. Students are encouraged to submit the application in the prior semester.
8. The student may drop the course, but only after written notice to the Professor and Vice Chancellor for Academic and student Affairs and only after timely completion of the withdrawal process. Any other matters, substantive or procedural, not covered above will be resolved by the Vice Chancellor for Academic and Student Affairs with the permission of the Chancellor as need may arise and dictate.

\*If the project will be submitted for the two hours advanced legal writing credit, the supervising professor must submit to the Records and Registration Department the following certification when the project is completed.

I HEREBY CERTIFY that \_\_\_\_\_ has met the requirements of (student's name) the upper level writing requirement by writing a substantial research paper of at least 30 pages, by conferring individually with me for assessment of the written work, and by editing and rewriting the paper to produce a work of such quality that it demonstrates the student's ability to critically analyze, synthesize and expound on legal issues.

\_\_\_\_\_  
(professor's name)

This policy applies to all students at SULC and is effective as of January 1, 2015.

The Vice Chancellor for Academic Affairs is responsible for the periodic review of this policy.

## **UPPER LEVEL WRITING REQUIREMENT**

As a condition of graduation, the Law Center requires a rigorous two credit hours upper level writing experience that meets ABA Standards 302(a)(2) and 302(a)(3) and Interpretation 302-1. Students may satisfy this two hours writing requirement by successfully completing Advanced Legal Writing or a seminar, (or combination of seminars) or workshop that has been approved by the Curriculum Committee and the Law Center faculty. A seminar that meets the upper level writing requirement will provide the following.

The student shall be required to write a substantial research paper in the course. Students shall confer individually with their professor for assessment of written work and then edit and rewrite their papers to produce works of such quality that they could be published as student notes in a law review.

Currently the following seminar courses and workshops are approved to meet the upper level writing requirement.

|                                    |                         |
|------------------------------------|-------------------------|
| Appellate Advocacy II              | Journal of Race, Gender |
| and Poverty Workshop* Civil Rights | Law and Poverty         |
| Copyright Law                      | Law Review Workshop*    |
| Health Law                         |                         |
| Legislative Drafting I & II        |                         |
| Independent Research (2 hours)     |                         |
| Law and Religion                   |                         |

International Business Transactions

Urban Legal Problems

A student's enrollment in an approved seminar, workshop or independent study does not guarantee that he/she will receive credit for the upper level writing requirement.

Although the student may receive a passing grade in the course, the professor reserves the right to

Deny a student upper level writing credit if the student does not meet all stated requirements.

\*One semester hour of course credit is given in these workshops. A student must complete two hours in approved courses to meet the upper level writing requirement. Thus, a student enrolled in these workshops must enroll for an entire year or combine the workshop's one hour with an approved independent study or another approved one-hour workshop.

## **MISCELLANEOUS MATTERS**

### **Textbooks**

Request for textbooks should be timely submitted, in writing to the Vice Chancellor for Institutional Accountability and Evening Program's Office.

### **Library**

The faculty is encouraged to review the current holdings of the law library and make necessary recommendations for new acquisitions.

### **Duplicating And Copying**

Faculty members are encouraged to use the services provided for duplicating and copying. In case of an excessive quantity, the faculty member should be directed to Duplicating Services on campus, for which the department requires advanced notice.

### **Financial Commitment**

It shall be against policy for any person to incur an obligation on behalf of Southern University or any agency thereof other than in accordance with University policy.

Any employee of the Southern University System who incurs obligations in the name of Southern University or an agency thereof without following the proper and established University procedures and policies shall be personally responsible for the obligations incurred. The University will not pay obligations incurred by a student, student organization, or any other person or organization that does not conform to the policies and procedures of the University.

### **Student Workers**

All requests for student workers as research assistants or in any other capacity must be submitted in writing to the Chancellor stating the reasons in support of the request. The University will not pay any student working without prior approval and assignment.



## **GUIDELINES FOR ADMINISTRATION OF FINAL EXAMINATIONS**

### **I. Examinations Schedule**

Official examination schedule shall be strictly followed as to:

- A. Designated exam times.
- B. Designated exam rooms

Whenever possible, examination room shall be large enough to allow at least one vacant seating space between each examinee.

### **II. Administering Personnel**

#### **Course Professor**

Voluntary assistance should be sought and obtained from another faculty member when and if deemed necessary or desirable by course professor.

### **III. Examination Paraphernalia (Student)**

- A. Student exam paraphernalia limited to writing pens and erasure utensils.
- B. Do not allow examinees to bring anything else into examination room.
- C. Professor shall either provide all scratch paper to examinees or permit "scratch-writing" in blue books.

### **IV. Duties of Administering Personnel**

#### **Course Professor**

- A. Prior to examination time, ensure that all blue books obtained from Administrative Assistant bear the Law School stamp and course stamp. For example, all examination blue books for OBLIGATIONS, should be stamped OBLIGATIONS on front cover of blue books.
- B. Bring examinations and blue books to exam room.

- C. After all students are quietly seated, randomly reseal students in a manner that will minimize or eliminate possible collaborating "pairs."
- D. Distribute examinations and only one blue book at a time to examinees.
- E. Permission to leave exam room must be given by Professor.
- F. Allow only one student to leave exam room at any one time, for no more than six minutes.
- G. No student should be permitted to leave exam room more than three times.
- H. Ensure that all blue books and scratch paper remain directly in front of examinees at all times.
- I. Once examination begins, students are restricted to communicating to Professor only.
- J. Inform examinees that at any time they leave examination rooms they shall not talk or engage in conversations, nor linger or congregate in halls, lobbies, corridors, rest rooms, etc.
- K. Give additional instructions as needed or appropriate.
- L. Professor shall start examination after all instructions have been given.
- M. Professor is required to be in constant attendance during examination period.
- N. Professor is required to constantly monitor student conduct by looking, walking and observing students during entire examination.
- O. Indicate examination TIME as periodically appropriate.
- P. Answer individual questions after exam starts.
- Q. Professor shall stop exam promptly at prescribed time.
- R. No clerical or support staff will be used as monitors during final examinations.

## **GUIDELINES FOR PREPARATION OF FINAL EXAMINATIONS**

### **I. SUBSTANTIVE CONTENT OF EXAMINATION**

- A. A written examination of suitable length and complexity shall be required in every course for which credit is given, except clinical work; courses involving extensive written work such as moot court, practice court, legal writing and drafting, and seminars; and individual research projects.
- B. Any modification or deviation from above guidelines requires prior approval from Office of the Chancellor.

### **II. TYPING OF FINAL EXAMINATION**

- A. Administrative Assistant to the Chancellor via timely memorandum shall assign secretaries to type examinations for respective professors.
- B. Part-time professors shall be assigned secretary upon request.
- C. After respective assignments, professors must give secretaries adequate notice and time to type examination.

### **III. SECURITY FOR FINAL EXAMINATIONS**

- A. Professors are primarily and singularly responsible for the security and confidentiality of their exams at all times.
- B. Whenever possible, typing of examinations shall be done in an isolated or secluded area.
- C. The Professor and only the Professor shall be physically present with secretary during typing of exam.
- D. Any and all typed remnants of exam shall be personally destroyed by professor.
- E. Completed typed exam shall always remain in the possession, control or dominion of professor and stored off-site until examination is administered.
- F. Professor shall be physically present at all times during duplication of typed exam.
- G. Professor shall personally destroy all exam remnants of duplicating process.

- H. Professor shall at all times keep in his personal possession, control or dominion, the typed original and all copies of the exam until after exam administration.
- I. Professor shall become familiar with word-processor mechanism for clearing exam from memory.
- J. After exam administration, professor shall leave requisite number of exams with Administrative Assistant to Chancellor.

## **FINAL EXAMINATION RULES FOR LAW STUDENTS**

1. Student must be officially enrolled in school to be eligible to take final exams.
2. Student must be officially enrolled in course to take final exam for that course.
3. All students shall strictly and timely adhere to and comply with procedure for receiving a PIN number.
4. For each exam, every student must come to the designated exam room at the designated time.
5. Students shall be allowed to bring only writing and erasure utensils into the exam room.
6. Absolutely nothing else will be allowed to be brought into exam room.
7. When taking seats in exam room there shall be at least one vacant seating space to either side between each student. (when possible)
8. During exam all Blue Books and Scratch Paper (provided by professor) shall remain directly in front of student at all times.
9. After start of exam, student cannot communicate with anyone except monitoring professor.
10. Only one student at a time will be allowed to leave examination room, and for no more than six minutes for each time.
11. No student shall be permitted to leave exam room more than three times during any one examination period.
12. After start of exam, each exit and re-entry shall be through one designated door only.
13. All students shall make sure that only the PIN number appear on exam blue books for identification purposes.
14. Once exam blue books have been submitted to professor, student must immediately depart exam room and cannot return during exam for any reason.
15. After making final departure from exam room, students shall not talk or engage in conversations, nor linger or congregate in halls, lobbies, corridors, etc.

16. Any infraction of the above stated rules or of any other examination rules in force and effect, shall result in appropriate disciplinary action.
17. These rules do not in any manner abrogate the provisions of the honor code presently in force and effect.

## SULC POLICIES FOR USING LAPTOP COMPUTERS DURING EXAMS

(Amended 12/10/2013)

Students who elect to use laptop/notebook devices to take SULC exams must purchase, download, and install the EXAM4 software application. Students must use laptop/notebook computing devices that can support EXAM4. The software allows the laptop/notebook to operate as a word processor, but prevents the student from accessing any data on the laptop/notebook's hard drive and/or internet resources during the exam.

Note: Portions of item (5) of the policy does not pertain to students identified by SULC as requiring special accommodations. Such students should consult with the Office of Student Affairs for further information.

1. Compatible laptop/notebooks may be used for exams only if students obtain prior authorization from the course professor/instructor. Students shall express their desire to use a laptop/notebook to take the examination at a time established by the examining professor or no later than two weeks before the examination date.
2. Professors must develop a method to determine the number of students who will take the examination using Exam 4.
3. Students who have not obtained prior authorization from the examining professor will be denied the right to use a laptop/notebook laptop/notebook to take the examination
4. Students who sign up to use a laptop/notebook for an examination may later withdraw their election and take the examination using bluebooks by informing the instructor of the change **at least one week before the scheduled exam date.**
5. **At least 48 hours before the first exam of the semester, students must download the new version of Exam 4 from [www.Exam4.com](http://www.Exam4.com) and must pay a FEE to Exam 4**

**online, using a credit card or Paypal.** A version's license to use the software expires after each semester's examination period. Exam 4 keeps track of these downloads.

Students must print their receipts as proof of payment to show the proctor before taking each exam. **Students who do not pay the fee may not take an examination using the Exam 4 program or a laptop/notebook. Failure to pay will lead to disciplinary action.**

6. **Before taking any examination using Exam 4** , students must test the software and become familiar with its operation. Make sure that the time on the laptop/notebook is correctly set according to Central Standard Time. After installing the software, it is strongly advised that students take a practice examination using the software to become familiar with the program's operation. Lack of familiarity with the software will not toll the examination period.
7. **All student examination locations will have electrical outlets. If a desktop outlet is not operating the student must notify the professor immediately. If all electrical outlets are taken, a student wishing to take the examination using Exam 4 must have his/her electrical cord to access a wall outlet. Students must arrive at the examination site early to ensure that the electrical outlet at the examination station is functional. Students should make sure their laptop/notebook batteries are fully charged.** They must also make sure that the laptop/notebooks have wireless cards and that they are properly installed and authenticated to the SULC network.
8. The examining professor will establish rules about where laptop/notebook examinees will take the examination. **Laptop/notebook users must arrive early on the day of an examination** set up their laptop/notebooks in designated classrooms.



9. On the date of the examination, **students must not log-on or start the Exam 4 program until they are instructed to do so by the examining professor or proctor. When told to log-on, students must do so immediately. Students must wait until their laptop/notebook connects to the SULC wireless network before opening the software.** After setting up, students should make sure their laptop/notebook and software are operating properly. Failure to adhere to this rule may result in a grade adjustment (deduction) or raise suspicion relating to an honor violation.
10. The examinee must select the correct course from the Course List dropdown box, enter his/her anonymous examination number, and the name of the instructor immediately after opening the software. Unless otherwise instructed, students will not be permitted to open any books during the examination.
11. When students finish the examination, the Exam 4 program will prompt them to "save" their examination answers either electronically or to the Hard drive/USB drive. **Students must save their examination answers electronically to the network, and then must also save the examination on their hard drive.** Please wait for the confirmation that your examination has been electronically submitted.
12. To confirm that IT has received his/her examination Exam4 will either display a screen indicating a successful submission (Green box), or will display one or more error messages. If a successful submission occurred, go to step (14). If the submission is not successful, go to the step (13).
13. If the examination was not received by IT after submission, the student must visit or make an appointment with the SULC IT Department and present his/her laptop/notebook to IT for retrieval of the examination. Note: While Exam4 has a high

level of redundancy in saving files, unique hardware and software issues may prevent SULC IT from retrieving the exam file from the user's laptop/notebook.

14. Once a student saves his answers and "logs out," the program will not permit the student to re-enter or modify their answers. Although the answers will remain on the students' hard drives, they cannot be accessed without special codes and software to read the encrypted data. As a precaution, students should keep their answers on their hard drives until final grades are released. The law school can retrieve the answer from a student's hard drive if the answer cannot be printed from the student's electronic submission. **DO NOT have any work done on your laptop/notebook before you have confirmed that your examination has been received by IT. SULC will not take responsibility for examinations that have been removed and were not received by IT. A grade of "F" will be recorded for the student.**
- NOTICE: SULC is NOT responsible for any equipment failure during the exam, will not provide a back-up laptop/notebook, and will not allot extra time to enable students to address equipment failure. Students who experience equipment failure must continue the examination by writing in Blue books. A student will be able to continue the examination at the point where he/she stopped before the equipment failure. The laptop/notebook keeps copies of the examination and IT may be able retrieve the incomplete examination. Users must visit or make an appointment with SULC IT to arrange for retrieval of incomplete exam files. Note: While Exam4 has a high level of redundancy in saving files, unique hardware and software issues may prevent SULC IT from retrieving the exam file from the user's laptop/notebook.**

15. Students using EXAM4 are solely responsible for the proper operation of their laptop/notebook. If there is a failure that results from a dropped internet connection, have the instructor or proctor contact SULC IT. SULC IT will verify and attempt to resolve SULC wireless network issues. Issues that appear to be laptop/notebook related must be resolved by the user. If there is a problem associated with the Exam 4 application during the exam, the user should notify the instructor or proctor and contact SULC IT.
16. In all events, if a laptop/notebook cannot successfully connect to the SULC wireless network, or the laptop/notebook is unable to successfully utilize EXAM4, or other laptop/notebook issues prevent the student from taking an exam using EXAM4, the student must revert to using a bluebook to take the exam(s). SULC IT will not be responsible for servicing or otherwise restoring student laptops/notebooks to service for use during exams.
17. Once a student starts taking the examination using Exam 4, the program keeps track of activities as part of the examination file. When a hard copy of the examination is printed, the tracking file is printed also. All other examination rules in the Code of Student Professional Conduct pertain to laptop/notebook users.
- 18. *This policy must be signed electronically before taking the examination.***
19. Additional instructions on taking the examination (such as line spacing, font, etc.) will be given by the examining professor.

## **GRADES AND GRADING**

### **GRADING SCALE (CLASSES OF 2008 & 2009)**

|    |     |          |
|----|-----|----------|
| A  | 4.0 | 90 – 100 |
| B+ | 3.5 | 85 – 89  |
| B  | 3.0 | 80 – 84  |
| C+ | 2.5 | 75 – 79  |
| C  | 2.0 | 70 – 74  |
| D+ | 1.5 | 65 – 69  |
| D  | 1.0 | 60 – 64  |

### **GRADING SCALE (CLASS OF 2010 and SUBSEQUENT CLASSES)**

|    |      |          |
|----|------|----------|
| A  | 4.0  | 96 - 100 |
| A- | 3.75 | 90 – 95  |
| B+ | 3.5  | 87 – 89  |
| B  | 3.0  | 83 – 86  |
| B- | 2.75 | 80 – 82  |
| C+ | 2.5  | 77 – 79  |
| C  | 2.0  | 73 – 76  |
| C- | 1.75 | 70 – 72  |
| D+ | 1.5  | 67 – 69  |
| D  | 1.0  | 63 – 66  |
| D- | .75  | 60 – 62  |
| F  | 0    | Below 60 |

### **GRADE DISTRIBUTION POLICY**

| <b><u>GRADE</u></b> | <b><u>RANGE</u></b> |
|---------------------|---------------------|
| A, A-               | 0 – 10%             |
| B, B+, B-           | 15 – 25%            |
| C, C+, C-           | 25 – 60%            |
| D, D+, D-           | 15 – 25%            |
| F                   | 0 – 15%             |

The Grade Distribution Policy projects what the Law Center believes is an equitable grade distribution in required courses. It is mandatory for first year courses and advisory for all other courses. The policy is not meant to affect how grades are distributed in clinical courses, practical courses, legal writing, legal research, independent research, workshops, seminars, and classes with less than 15 students.

## **PROCEDURE FOR IMPLEMENTING ANONYMOUS GRADING SYSTEM**

1. Each student will receive a PIN number in their SULC email account.
2. Each student will use the PIN number on each examination taken.
3. After the Professor has graded all examination papers, he will submit grades by PIN number to the Records and Registration Department and sign the necessary grade sheet(s).
4. Grades will be posted on the Student Information System.
5. Student may gain access to grades by telephone (JAGCALL) or online (JAGNET).

### **GRADE OF "I" - INCOMPLETE**

An "I" grade is given only when the student can convincingly demonstrate, through documentation whenever it is possible, that he will be or was unable to take a final examination as regularly scheduled and that he would have taken it were it not for the disabling circumstances.

An "I" grade is given only for the strongest of reasons, such as death in the immediate family, hospital confinement, subpoenaed process or military duty.

An examination for removal of an "I" grade shall be administered within six weeks after registration for the following regular semester.

Failure to timely remove an "I" grade results in automatic conversion to "F".

#### **Student's Procedure for receiving an "I" grade:**

1. Present to the Office of the Vice Chancellor for Academic and Student Affairs written proof of reasons for unavoidable absence from the final examination.
2. Secure signature of approval from the Office of the Vice Chancellor for Academic Affairs and Student Affairs.
3. Turn in written document and the Vice Chancellor for Academic and

Student Affairs' approval to the Records and Registration Department.

4. Request an Incomplete Grade Form from the Records and Registration Department.
5. Present completed copy of Form to the professor before the date of the final examination; in emergency situations, the Form may be submitted before grades are tabulated and received in the Records and Registration Department.

### **POSTING OF TEMPORARY "I" GRADE**

If, after submission of grades to the Office of Records, a grade is found to be missing from the grade sheet for a student enrolled in that course, then a temporary "I" grade will be posted until a grade is finally submitted.

### **CHANGE OF GRADE**

Grades that have been submitted to the Office of Records can be changed only by submitting the official Change of Grade Form (SU 323) certifying that an error in computation has been made by the Professor. This form will not be valid unless signed by the professor and approved by the Chancellor. Any grade change must be received in the Office of Records within forty days immediately following the grading period (semester or summer session) in which the grade was given or omitted.

### **REVIEW AND APPEAL**

In view of the mission of the school in providing legal education on a better-service basis, the faculty members are encouraged to review the examination paper with the student when approached or otherwise.

A faculty member is obligated to review an "F" paper with the student at the earliest possible opportunity after the results are announced. The student concerned should take initiative in this respect. For further guidance, refer to the Rules of Procedure for Appeal of Grades. (See

## **RULES OF PROBATION, REINSTATEMENT**

### **READMISSION AND GRADUATION**

#### **Computation of Grade Point Average (GPA)**

The student's GPA is computed by including grades earned in both the regular semesters and summer sessions. If the student repeats a course, the grades earned in the course before it was repeated are included.

If the student's GPA cannot be computed with certainty when these rules are applied, because an instructor failed to assign a grade on time, the GPA is computed tentatively by assuming that the outstanding grade is a C. When the outstanding grade is supplied, these rules apply retroactively, and action taken on the stated assumption yield to that application. The tentative determination of GPA under this paragraph is not made in determining the student's eligibility to graduate.

### **PROBATION, DISMISSAL, AND MAXIMUM HOURS**

#### **First-Year Students**

1. A first-year student whose overall grade point average at the end of the first regular semester is less than 1.5 is automatically dismissed.
2. A first-year student whose overall grade point average at the end of the first semester is less than 2.0 may not schedule more than twelve hours the second semester.
3. A first-year student whose overall grade point average at the end of the first two regular semesters is less than 2.0 is automatically dismissed.
4. First-year students must have a cumulative GPA of 2.0 at the end of the first year in order to attend Summer School.

### **Second and Third-Year Students**

1. A second or third-year student whose overall average after the third regular semester is less than 2.0 is on probation. If the student was on probation in the regular semester immediately preceding, the student is automatically dismissed.
2. A second or third-year student on probation may not schedule more than fourteen hours per regular semester.
3. A second or third-year student who received a grade of F in six semester hours of work in any one regular semester is on probation if the student's overall grade point average is 2.5. If it is less than 2.5, the student is automatically dismissed.

### **Readmission**

A student who has been dismissed may apply for re-admission as an entering student. Re-admission may be conditioned on pursuit of a special program of study.

### **Graduation**

A student whose (a) overall GPA and whose (b) GPA in required courses is 2.0 may graduate. The faculty has discretion to relax the requirement of a GPA of 2.0 in required courses in exceptional cases, on such conditions as it deems appropriate, including the requirement of further study and repetition of designated courses. A student unable to graduate under these rules may petition the faculty for permission to remain enrolled until he may.



## **APPENDIX A**

### **ASSOCIATION OF AMERICAN LAW SCHOOLS**

#### **STATEMENT OF GOOD PRACTICES BY LAW PROFESSORS IN THE DISCHARGE OF THEIR ETHICAL AND PROFESSIONAL RESPONSIBILITIES**

American law professors typically are members of two professions and thus should comply with the requirements and standards of each. Law professors who are lawyers are subject to the law of professional ethics in force in the relevant jurisdictions. Non-lawyers, in turn, should be guided by the norms associated with their disciplines. In addition, as members of the teaching profession, all law faculty members are subject to the regulations of the institutions at which they teach and to guidelines that are more generally applicable, such as the Statement of Professional Ethics of the American Association of University Professors.

This statement does not diminish the commands of other sources of ethical and professional conduct. Instead, it is intended to provide general guidance to law professors concerning ethical and professional standards both because of the intrinsic importance of those standards and because law professors serve as important role models for law students. In the words of the American Bar Association's Commission on Professionalism, since "the law school experience provides the student's first exposure to the profession and...professors inevitably serve as important role models for students,...the highest standards of ethics and professionalism should be adhered to within law schools."<sup>1</sup>

Law professors' responsibilities extend beyond the classroom to include out of class associations with students and other professional activities. Members of the law teaching profession should have a strong sense of the special obligations that attach to their calling. They should recognize their responsibility to serve others and not be limited to pursuit of self interest. This general aspiration cannot be achieved by edict, for moral integrity and dedication to the welfare of others cannot be legislated. Nevertheless, a public statement of good practices concerning ethical and professional responsibility can enlighten newcomers and remind experienced teachers about the basic ethical and professional tenets - the ethos – of their profession.

Although the norms of conduct set forth in this Statement may be relevant when questions concerning propriety of conduct arise in a particular institutional context, the statement is not promulgated as a disciplinary code. Rather, the primary purpose of the Statement-- couched for the most part in general aspirational terms-- is to provide guidance to law professors concerning their responsibilities (1) to students, (2) to scholars, (3) to colleagues, (4) to the law school and university at which they teach, and (5) to the bar and the general public.

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<sup>1</sup>"In the spirit of Public Service." A Blueprint for the Rekindling of Lawyer Professionalism 19 (1986).

## **I. RESPONSIBILITIES TO STUDENTS**

As teachers, scholars, counselors, mentors, and friends, law professors can profoundly influence students' attitudes concerning professional competence and responsibility. Professors

Because of their inevitable function as role models, professors should be guided by the most sensitive ethical and professional standards.

Law professors should aspire to excellence in teaching and to mastery of the doctrines and theories of their subjects. They should prepare conscientiously for class and employ teaching methods appropriate for the subject matters and objectives of their courses. The objectives and requirements of their courses, including applicable attendance and grading rules, should be clearly stated. Classes should be met as scheduled or, when this is impracticable, classes should be rescheduled at a time reasonably convenient for students, or alternative means of instruction should be provided. Law professors have an obligation to treat students with civility and respect and to foster a stimulated and productive learning environment in which the pros and cons of debatable issues are fairly acknowledged. Teachers should nurture and protect intellectual freedom for their students and colleagues. If a professor expresses views in class that were espoused in representing a client or in consulting, the professor should make appropriate disclosure.

Evaluation of student work is one of the fundamental obligations of law professors. Examinations and assignments should be conscientiously designed and all student work should be evaluated with impartiality. Grading should be done in a timely fashion and should be consistent with standards recognized as legitimate within the university and the profession. A student who so requests should be given an explanation of the grade assigned.

Law professors should be reasonably available to counsel students about academic matters, career choices, and professional interests. In performing this function, professors should make every reasonable effort to ensure that the information they transmit is timely and accurate. When in the course of counseling a law professor received information that the student may reasonably expect to be confidential, the professor should not disclose that information unless required to do so by university rule or applicable law. Professors should inform students concerning the possibility of such disclosure.

Professors should be as fair and complete as possible when communicating evaluative recommendations for students and should not permit invidious or irrelevant consideration to infect these recommendations. If information disclosed in confidence by the student to the professor makes it impossible for the professor to write a fair and complete recommendation without revealing the information, the professor should so inform the student and refuse to provide the recommendation unless the student consents to full disclosure.

Discriminatory conduct based on such factors as race, color, religion, national origin, sex, sexual orientation, disability or handicap, age, or political beliefs is unacceptable in the law school community. Law professors should seek to make the law school a hospitable community for all students and should be sensitive to the harmful consequences of professorial or student conduct or comments in classroom discussions or elsewhere that perpetuate stereotypes or prejudices involving such factors. Law professors should not sexually harass students and

should not use their roles or positions to induce a student to enter into a sexual relationship, or to subject a student to a hostile academic environment based on any form of sexual harassment.

Sexual relationships between a professor and a student who are not married to each other or who do not have a preexisting analogous relationship are inappropriate whenever the professor has a professional responsibility for the student in such matters as teaching a course or in otherwise evaluating, supervising or advising a student as part of a school program. Even when a professor has no professional responsibility for a student, the professor should be sensitive to the perceptions of other students that a student who has a sexual relationship with a professor may receive preferential treatment from the professor or the professor's colleagues. A professor who is closely related to a student by blood or marriage, or who has a preexisting analogous relationship with a student, normally should eschew roles involving a professional responsibility for the student.

## **II. RESPONSIBILITIES AS SCHOLARS**

A basic responsibility of the community of higher education in the United States is to refine, extend, and transmit knowledge. As members of the community, law professors share with their colleagues in the other disciplines the obligation to discharge that responsibility. Law schools are required by accreditation standards to limit the burden of teaching so that professors will have the time to do research and to share its results with others. Law schools have a responsibility to maintain an atmosphere of freedom and tolerance in which knowledge can be sought and shared without hindrance. Law professors are obligated, in turn, to make the best and fullest use of that freedom to fulfill their scholarly responsibilities.

In teaching, as well as in research, writing, and publication, the scholarship of others is indispensable to one's own. A law professor thus has a responsibility to be informed concerning the relevant scholarship of others in the fields in which the professor writes and teaches. To keep current in any field of law requires continuing study. To this extent the professor, as a scholar, must remain a student. As a corollary, law professors have a responsibility to engage in their own research and publish their conclusions. In this way, law professors participate in an intellectual exchange that tests and improves their knowledge of the field, to the ultimate benefit of their students, the profession, and society.

The scholar's commitment to truth requires intellectual honesty and open-mindedness. Although a law professor should feel free to criticize another's work, distortion or misrepresentation is always unacceptable. Relevant evidence and arguments should be addressed. Conclusions should be frankly stated, even if unpopular.

When another's scholarship is used--whether that of another professor or that of a student it should be fairly summarized and candidly acknowledged. Significant contributions require acknowledgment in every context in which ideas are exchanged. Publication permits at least three ways of doing this: shared authorship, attribution by footnote or endnote, and discussion of another's contribution within the main text. Which of these will suffice to acknowledge scholarly contributions by others will, of course, depend on the extent of the contribution.

A law professor has a responsibility to preserve the integrity and independence of legal scholarship. Sponsored or remunerated research should always be acknowledged with full disclosure of the interests of the parties. If views expressed in an article were also espoused in the course of representation of a client or in consulting, this should be acknowledged.

### **III. RESPONSIBILITIES TO COLLEAGUES**

Law professors should treat colleagues and staff members with civility and respect. Senior law professors should be particularly sensitive to the terms of any debate involving their junior colleagues and should so conduct themselves that junior colleagues will understand that no adverse professional consequences would follow from expression of, or action based upon, beliefs or opinions contrary to those held by the senior professor.

Matters of law school governance deserve the exercise of independent judgment by each voting member of the faculty. It is therefore inappropriate for a law professor to apply any sort of pressure other than persuasion on the merits in an effort to influence the vote of another member of the faculty.

Law professors should comply with institutional rules or policies requiring confidentiality concerning oral or written communications. Such rules or policies frequently will exist with respect to personnel matters and evaluations of student performance. If there is doubt whether such a rule or policy is in effect, a law professor should seek clarification.

An evaluation made of any colleague for purposes of promotion or tenure should be based exclusively upon appropriate academic and service criteria fairly weighted in accordance with standards understood by the faculty and communicated to the subject of the evaluation.

Law professors should make themselves reasonably available to colleagues for purposes of discussing teaching methods, content of courses, possible topics of scholarship, scholarly work in progress, and related matters. Except in rare cases and for compelling reasons, professors should always honor requests from their own law schools for evaluation of scholarship in connection with promotion or tenure decisions. Law professors should also give sympathetic consideration to similar requests from other law schools.

As is the case with respect to students (Part I), sexual harassment, or discriminatory conduct involving colleagues or staff members on the basis of race, color, religion, national origin, sex, sexual orientation, disability or handicap, age, or political beliefs is unacceptable.

### **IV. RESPONSIBILITIES TO THE LAW SCHOOL AND UNIVERSITY**

Law professors have a responsibility to participate in the governance of their university and particularly the law school itself. Although many duties within modern universities are assumed by professional administrators, the faculty retains substantial collective responsibility to provide institutional leadership. Individual professors have a responsibility to assume a fair share of that leadership, including the duty to serve on faculty committees and to participate in faculty deliberations.

Law professors are frequently in demand to participate in activities outside the law school. Such involvement may help bring fresh insights to the professor's classes and writing. Excessive involvement in outside activities, however, tends to reduce the time that the professor has to meet obligations to students, colleagues and the law school. A professor thus has a responsibility both to adhere to a university's specific limitations on outside activity and to assure that outside activities do not significantly diminish the professor's availability to meet institutional obligations. Professors should comply with applicable laws and university regulations and policies concerning the use of university funds, personnel, and property in connection with such activities.

When a law professor resigns from the university to assume another position, or seeks a leave of absence to teach at another institution, or assumes a temporary position in practice or government, the professor should provide reasonable advance notice. Absent unusual circumstances, a professor should adhere to the dates established in the Statement of Good Practices for the Recruitment of and Resignation by Full-Time Faculty Members of the Association of American Law Schools.

Although all law professors have the right as citizens to take positions on public questions, each professor has a duty not to imply that he or she speaks on behalf of the law school or university. Thus, a professor should take steps to assure that any designation of the professor's institution in connection with the professor's name is for identification only.

## **V. RESPONSIBILITIES TO THE BAR AND GENERAL PUBLIC**

A law professor occupies a unique role as a bridge between the bar and students preparing to become members of the bar. It is important that professors accept the responsibilities of professional status. At a minimum, a law professor should adhere to the Code or Rules of Professional Conduct of the state bars to which the law professor may belong. A law professor may responsibly test the limits of professional rules in an effort to determine their constitutionality or proper application. Other conduct warranting discipline as a lawyer should be a matter of serious concern to the professor's law school and university.

One of the traditional obligations of members of the bar is to engage in uncompensated public service or pro bono legal activities. As role models for students and as members of the legal profession, law professors share this responsibility. This responsibility can be met in a variety of ways, including direct client contact through legal aid or public defender offices (whether or not through the law school), participating in the legal work of public interest organizations, lecturing in continuing legal education programs, educating public school pupils or other groups concerning the legal system, advising local, state and national government officials on legal issues, engaging in legislative drafting, or other law reform activities.

The fact that a law professor's income does not depend on serving the interests of private clients permits a law professor to take positions on issues as to which practicing lawyers may be more inhibited. With that freedom from economic pressure goes an enhanced obligation to pursue individual and social justice. Adopted by the Executive Committee, November 17, 1989.

**APPENDIX B**  
**CONTRACTS COURSE #402**

*Professor R. C. White, Sr.*

**COURSE DESCRIPTION**

A study of the basic principles regarding the creation and enforceability of common law contracts. Some discussion of Louisiana conventional obligations will be used to familiarize students with the contrast of civil conventional obligations. Students will learn the rules governing offers, acceptances and the concept of legal consideration.

**REQUIRED TEXTS AND MATERIALS**

Basic Contract Law 8<sup>th</sup> Edition Fuller & Eisenberg; (West).  
Contract Law: Selected Source Materials 2017 Edition Burton & Eisenberg (West).

**COURSE GOALS**

- (1) To assure that students possess a thorough understanding of the dynamics of common law contractual formation.
- (2) To assure that students possess a thorough understanding of the laws relating to common law contract formation.
- (3) To assure that students possess a thorough understanding of the international community's response to global contractual relationships.

**LEARNING OUTCOMES**

Upon completion of this course, students will:

- (1) Demonstrate a clear and thorough understanding of the proper way to interpret language.
- (2) Demonstrate a clear and thorough understanding of determining when an offer has been made.
- (3) Demonstrate a clear and thorough understanding of determining when an offer has been terminated.
- (4) Demonstrate a clear and thorough understanding of determining when an acceptance has been made.
- (5) Demonstrate a clear and thorough understanding of the concept of consideration.

## **INSTRUCTIONAL METHODS**

The method of instruction will be lecture, case briefing, individual, and class discussion with the professor.

## **COURSE REQUIREMENTS AND POLICIES**

Regular class attendance by all students is deemed essential and is required. Adequate daily preparation is required. Professors in respective courses are authorized and privileged to deny credit in a course because of excessive absences or consistent inadequacy of preparation. Attendance of 80% of scheduled classes is a prerequisite in the course.

## **OFFICE HOURS**

Please schedule an appointment on TWEN through the Vice Chancellor for Academic and Student Affairs course.

## **GRADES AND METHOD OF EVALUATION**

Your grade in this course is based on in class assignments and the final examination. Final examinations are graded anonymously. You are expected to brief your case assignments. Various in class assignments will be collected. In class assignments are worth 15% of the final grade. Failure to turn in an assignment on time will result in the loss of three (3) points from your final grade for each late/missed assignment. A list of students by name and points to be deducted is turned into the registrar with the final grades and PIN numbers. The registrar matches the deductions with the PINS.

## **COURSE SCHEDULE AND TOPIC OUTLINE**

- A. INTRODUCTION TO INTERPRETATION** Pages 367-412
- B. THE MECHANICS OF A BARGAIN (I)**
  - (1) WHAT CONSTITUTES AN OFFER Pages 413-424
  - (2) TERMINATION OF OFFEREE'S POWER OF ACCEPTANCE; LASPE, REJECTION, AND COUNTER-OFFER Pages 424-438
  - (3) TERMINATION OF THE OFFEREE'S POWER OF ACCEPTANCE; REVOCATION Pages 438-455
- C. THE MECHANICS OF A BARGAIN (II)**
  - CONTRACTS CONCLUDED BY CORRESPONDENCE Pages 456-460

**D. THE MECHANICS OF A BARGAIN (III)**

MODES OF ACCEPTANCE Pages 461-503

**E. AN INTRO. TO CONSIDERATION: DONATIVE PROMISES, FORM, AND RELIANCE**

(1) SIMPLE DONATIVE PROMISES Pages 1-13

(2) THE ELEMENT OF FORM Pages 13-21

**F. THE BARGAIN PRINCIPLE AND ITS LIMITS**

(1) THE BARGAIN PRINCIPLE Pages 47-63

(2) UNCONSCIONABILITY Pages 63-86

(3) THE PROBLEM OF MUTUALITY Pages 86-106

(4) PERFORMANCE OF A LEGAL DUTY AS CONSIDERATION Pages 106-150

**G. PAST CONSIDERATION (INCLUDING MORAL OBLIGATIONS) Pages 151-162**

**H. DAMAGES (Handout)**



## **APPENDIX C**

### **RULES OF PROCEDURE FOR APPEAL OF GRADES**

#### **Article I**

##### **Creation of Grade Appeals Board, Purpose**

Sec. 1. There is hereby established a permanent Grade Appeals Board  
consisting of five members.

Sec. 2. This Board shall have authority to hear complaints made by students regarding their letter grade, and make recommendations consistent with its finding.

#### **Article II**

##### **Composition and Selection of Members**

Sec. 1. This Board shall consist of three members of the Law Center's Faculty and two members of the student body. Two of the faculty members shall be appointed by the Chancellor of the Law Center. One faculty member shall be appointed by the Law Center's Senior Class in a process approved by the Associate Vice Chancellor of Student Affairs. The faculty member appointed by the Senior Class shall be selected no later than Friday of the second full week of the fall semester.

Sec. 2. Two student members shall be chosen in the manner provided for by rules of the Student Bar Association; provided that one student member shall come from the second year class and one from the third year class. The student members of the Board shall be appointed no later than Friday of the second full week of the fall semester. A student must be in the top five percent of his class in order to serve on the Board.

#### **Article III**

##### **Tenure, Voting Power, and Meetings**

Sec. 1. Each Board member shall be appointed to serve one academic year. A Board member may be reappointed. A faculty member shall not serve more than three consecutive years. A faculty member who has served three consecutive years may be reappointed after there is at least a one (1) year break in his/her

service. If necessary, the Chancellor shall appoint one faculty member as an ad hoc faculty member of the board. The ad hoc member will serve only when a conflict on a grade appeal occurs for a Board member.

Sec. 2. The Board members shall have equal voting power.

Sec. 3. The Board shall hold a meeting within five (5) business days after notification of the appointment of the student members and the student selected faculty member to the

Board. The meeting shall be called by the Board's last chairperson. Additional Board meetings may be held whenever needed to conduct Board business.

Sec. 4. The Board shall choose a faculty member as chairperson at its first meeting during the fall semester.

## **Section IV**

### **Powers of Board**

The Board shall have the following authority, to wit:

- (a) Render a finding of fact upholding the decision of the professor.
- (b) Render a finding of fact indicating that there are reasonable grounds to believe possible error resulted in grading a student's examination; and
- (c) Make recommendations consistent with its findings.

## **RULES**

Rule 1 Any student, other than a freshman student who has just completed his or her first semester, receiving a letter grade which is at least one letter grade lower than his over-all law school letter grade average shall have the right to have his examination or final paper reviewed as a part of the appeal process by the grading professor.

EXAMPLE: A student with an over-all letter grade average of C must be given the right to review, if he makes a letter grade of D or F. On the other hand, if that same student with the C average should earn a D+ in a particular course he will not have the right to review as a part of the appeal process.

A freshman who has completed only the first semester of studies and has received the grade of "D" or "F" has a right to review his/her examination with the professor, but he/she does not have a right to appeal a grade received in the first semester. A freshmen student who has completed his/her second semester has a right to review his/her paper as a part of the appeal process only if he or she has received a letter grade of D or F in the course complained of.

Rule 2 A student desiring to exercise his rights under Rule 1 shall file a written request on the form provided by the Office of Records to review his/her paper in duplicate form with the Office of Records. The request shall be directed to the professor. This request must be filed within 10 business days after the beginning of classes in the semester immediately following the semester in which the grade was received.

Rule 3 Upon receiving the above request, the Office of Records shall forward a copy of the said request, along with the student's grade point average to the concerned professor within 48 hours after receipt thereof

Rule 4 The professor shall have 5 days from day of receipt of the request from the Office of Records (mentioned in Rule 3) to review the examination or final paper with the student. Any professor who has provided a review prior to the filing of the Rule 2 request may so indicate.

The term "review" does not necessarily mean a face-to-face discussion of the examination paper with the student. Any reasonable review of the student's examination conducted by the professor that explains the grading process is sufficient to meet the requirement. Examples of a review are: providing the student with his/her examination paper and the grading sheet; providing the student with his paper and answering any questions that he/she may have via email; providing the student with his/her examination paper that contains detailed marks and comments which indicate how the points were determined; conferring with the student one-on-one to explain the grading process. This list is only illustrative and is not meant to exclude other methods that may result in a review of the student's paper.

Rule 5 If the student is not satisfied with the review mentioned in Rule 4, he shall have the right to appeal to the Board in writing on a form provided by the Office of Records within 3 days after said review. The appeal request shall be filed with the Office of Records. A copy of the appeal request shall be immediately forwarded to the concerned professor and Board chairperson. The student's appeal request shall include a specification of errors detailing the mistakes that he/she believes were made by the professor while grading his/her examination or final paper.

Rule 6 The professor shall within 3 days after receipt of the notice of the appeal forward to the Board chairman a copy of the examination, the student's test paper (the student's answers) and any other information he deems necessary to explain the student's grade.

Rule 7 The Board chairperson shall notify the student in writing of the date and time set for the hearing. The hearing must be held within 30 days after receipt of the information mentioned in Rule 6, absent usual circumstances. The Board shall notify the student and professor of its decision no later than 3 days after the decision has been made.

Rule 8 A finding by the Board upholding the decision of the professor shall preclude any further review into the correctness of the grade which was the subject of the student's complaint.

Rule 9 A finding by the Board that there are reasonable grounds to believe possible error resulted in the grading of student's examination, shall be presumptive evidence of the probability that the student's grade should be changed in accordance with the recommendation of the Board.

Rule10 Upon a Rule 9 finding by the Board, written notice shall be sent immediately to the concerned professor advising him of his right to appear before the Board on a date and time provided in the notice. The finding made by the Board at this hearing shall be final.

Rule 11 An agreement by the Professor with the Rule 9 finding of the Board shall be tantamount to said professor agreeing to immediately implement the recommendation of the Board.

#### **Discretionary Review and Hearing**

The Professor and Board may in their discretion grant the student a review in cases not otherwise provided for herein. In such case, the articles and rules above shall apply as much as practicable.

#### **Ultimate Decision, Chancellor of Law Center**

If after all proceedings are completed the Grade Appeal Board finds that there was a possible error made by the grading professor, the Board may recommend a grade change to the Chancellor. The Chancellor of the Law Center shall review any finding or decision of the Board that recommends changing a grade that was originally given in a course. Absent a change by the grading professor, the final decision to change a professor's grade rests with the Chancellor of the Law Center.

#### **Board Authority To Adopt Rules**

The Board shall have authority to adopt procedural rules, not in conflict with the Rules of Procedure for Appeal of Grades provided for herein.

#### **Amendments To Rules**

The members of the Board may recommend changes to the grade appeal procedure by a majority vote of all members. Any change recommended by the Board must be submitted to the Law Center faculty for its approval.

Appendix D

**SOUTHERN UNIVERSITY LAW CENTER  
TENURE RULES AND PROCEDURE**

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## SOUTHERN UNIVERSITY LAW CENTER TENURE RULES AND PROCEDURE

### I. TENURE – GENERAL

Academic tenure is not a prerequisite to academic freedom, for academic freedom is the right of all members of the academic community. Tenure is a means of making the teaching profession attractive to persons of ability and constitutes only one important protection of academic freedom.

The traditional protection afforded by tenure against unwarranted dismissal of teachers has validity. Tenure is not, nor should it be, a shield for mediocrity, incompetence, or academic irresponsibility. Tenure must be earned, not given.

The granting of academic tenure shall be based on merit in accordance with established criteria, with the interest of the Southern University Law Center being served maximally by such action. **RELIGION, NATIONAL ORIGIN, RACE, SEX OR AGE SHALL NOT BE FACTORS IN THE EVALUATION OF AN APPLICANT FOR ACADEMIC TENURE.**

The Law Center subscribes to the principles of tenure for academic staff as set forth in the following statement of the American Association of University Professors:

Tenure is a means to certain ends, specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution to fulfilling its obligations to its students and to society.

To the extent that the procedures in this document add to or lessen requirements of the Board of Supervisors, a deviation from those provisions shall not be used as a basis for challenging a decision by the Law Center on procedural grounds.

A. The Board of Supervisors has the ultimate responsibility for employing academic personnel and for awarding or denying tenure to academic personnel. The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both institution and employee before the appointment is consummated.

B. Indeterminate tenure shall be earned by full-time academic personnel with respect to academic rank only.

1. Administrators shall not earn tenure expect in their capacity as members of the faculty.
2. Faculty members at the rank of Professor of Legal Analysis & Writing, Associate Professor of Legal Analysis & Writing, of Assistant Professor of Legal Analysis & Writing shall not be eligible for tenure.
3. Assistant professors, or the equivalent, shall be eligible for tenure after serving the established probationary period.
4. Faculty members promoted to the rank of associate professor, professor, or equivalent shall be awarded indeterminate tenure and shall be formally notified in writing within 90 days of Board action.
5. Faculty members initially employed at the rank of associate professor or equivalent shall serve a probationary period of four years.
6. Faculty members initially employed at the rank of professor or equivalent shall serve a probationary period of four years.
7. Faculty members appointed to the rank of professor or associate professor while being paid from a grant or contract for services may be granted limited tenure, not exceeding the duration of the grant or contract.

C. Full-time academic personnel below the rank of associate professor or equivalent shall serve a probationary period not to exceed seven years of continuous service. For the purpose of computing continuous service during the maximum seven-year probationary period, service at all ranks shall be included. Leaves approved by the Board may be included in individual cases at the discretion of the Board.

1. At the end of the fifth year of continuous service, such faculty members shall be evaluated for the purpose of determining eligibility for tenure.
2. At the end of the sixth year, the faculty member shall be evaluated and the results provided to that individual. In the event tenure is to be denied, 12 months' written notice of termination shall be given. In the event tenure is to be awarded, affected faculty members shall be informed in writing.

D. Faculty members initially employed at the rank of professor, associate professor or equivalent shall serve a probationary period of four years. At the end of the fourth year, a faculty member initially employed at the rank of professor or associate professor shall be evaluated and the results provided to that individual. In the event tenure is to be denied to such professor or

associate professor, 12 months' written notice of termination shall be given. In the event tenure is to be awarded, the affected faculty member shall be informed in writing.

E. For the purpose of probationary period, credit shall be given for prior service within the Southern University System. Credit may be given for prior service at other institutions at the discretion of the Board.

F. Recommendations of those to be considered for tenure shall originate in the Faculty Appointments, Retention, Promotions and Tenure Committee. Final authority for granting or denying tenure shall rest with the Board of Supervisors.

G. Tenured faculty members shall retain their status until they retire, resign, or are terminated for cause or as a result of financial exigency.

H. The provisions of this policy shall not be retroactive.

1. All persons holding tenure on the effective date of this policy shall retain their tenure.
2. This policy shall in no way affect any rights acquired by any person employed by the Southern University Law Center prior to the effective date of this policy.

## **II. ANNUAL FACULTY RETENTION REVIEW PROCESS**

Tenure track faculty who are not tenured are evaluated annually after their initial appointment until the year they are eligible to apply for tenure. This annual evaluation is used to determine retention of tenure-track faculty and to monitor their progress towards tenure. Retention is based upon evaluation of the faculty member's performance in the following areas:

1. Professional training and experience;
2. Teaching experience
3. Professional activities
4. Research and publication
5. Law schools service; and
6. Student counseling and advertisement

### **III. TENURE PROCEDURE**

A. Applications for tenure must be submitted to the Office of the Chancellor or the Faculty Appointment, Promotion, Tenure and Retention committee by October 15.

B. All recommendations for tenure shall originate in the Faculty Appointment, Retention, Promotion, and Tenure Committee (hereinafter, “the Committee”).

C. The Committee shall consist of all tenured faculty members.

D. During the fourth or sixth year of a candidate’s probationary period, whichever is applicable, the Committee shall meet to evaluate the candidate for tenure and make recommendations to the Chancellor not later than March 15.

E. The Committee, in evaluating a candidate for tenure, shall consider:

1. Professional training and experience;
2. Teaching excellence;
3. Professional activities;
4. Research and publication;
5. Law school service; and
6. Student counseling and advisement.

F. In each of the six categories mentioned above, an applicant for tenure shall be rated as unsatisfactory, satisfactory, or excellent. An applicant for tenure must have a rating of “Excellent” in at least four of the six categories, and no rating of “Unsatisfactory” to receive the committee’s favorable recommendation for tenure. (See Appendix for Tenure, Promotion and Retention of Faculty).

1. The application, along with supporting documents, and the Committee’s evaluation and recommendation shall be submitted to the Chancellor for his evaluation and recommendations. The Chancellor’s evaluation and recommendation, along with supporting documents, shall be submitted to the President not later than April 5 of each academic year.

2. The President shall make an evaluation and recommendation to the University's Board of Supervisors. An applicant for tenure shall be notified in writing by the President of the action taken by the Board.

#### **IV.PROMOTION PROCEDURE**

A. Applications for promotion must be submitted to the Office of the Chancellor of the Faculty Appointment, Retention, Promotion, and Tenure Committee (hereinafter, "the Committee") by October 15.

B. All recommendations for promotion shall originate in the Committee.

C. The Committee shall consist of all tenured faculty members.

D. After the fifth year in rank the applicant may apply for promotion to the rank of full professor. The committee shall meet to evaluate the candidate for promotion and make recommendations to the Chancellor not later than March 15.

E. The Committee, in evaluating a candidate for promotion, shall consider:

1. Professional training and experience;
2. teaching excellence;
3. professional activities;
4. research and publication;
5. law school service; and
6. student counseling and advertisement.

F. In each of the six categories mentioned above, and applicant for promotion shall be rated as unsatisfactory, satisfactory, or excellent. An applicant for promotion must have a rating of "excellent" in at least four of the six categories, and no rating of "unsatisfactory" to receive the Committee's favorable recommendation for promotion. (See Appendix for Tenure, Promotion and Retention of Faculty).

1. The application, along with supporting documents, and the Committee's evaluation and recommendation shall be submitted to the

Chancellor for his evaluation and recommendations. The Chancellor's evaluation and recommendation, along with supporting documents, shall be submitted to the President not later than April 5 of each academic year.

2. The President shall make an evaluation and recommendation to the University's Board of Supervisors. An applicant for promotion shall be notified in writing by the President of the action taken by the Board.

## **V. APPEALS OF ADVERSE RECOMMENDATIONS REGARDING RETENTION, TENURE AND PROMOTION**

Any faculty member who has received an adverse recommendation by the faculty Promotions, Tenure, and Retention Committee concerning promotion, tenure, or retention may appeal the recommendation to the Law Center Chancellor within ten days of receiving notification of the adverse recommendation made by the Committee. The faculty member may appeal the recommendation and the concurrence to the President of the Southern University System within ten days of receiving an adverse concurrence from the Law Center Chancellor. If the President of the Southern University System concurs with the adverse recommendation and concurrence of the Law Center Chancellor, the faculty member may appeal the concurrence of the President to the Southern University Board of Supervisors within ten days of receiving notice of such adverse concurrence by the President.

## **VI. LEGAL ANALYSIS & WRITING FACULTY**

**A. Purpose and scope.** These rules describe the process to be observed within the Southern University Law Center for hiring non-tenure track Legal Analysis & Writing faculty (hereinafter referred to as LA&W Faculty) and for evaluating these faculty members for promotion and contract renewal. These rules were adopted in order to comply with ABA Accreditation Standard 405d, which states:

*A law school shall afford legal writing teachers such security of position and other rights and privileges of faculty membership as may be necessary to (1) attract and retain a faculty that is well qualified to provide legal writing instruction as required by Standard 302(a)(2), and (2) safeguard academic freedom.*

These rules describe non-tenure-track LA&W Faculty appointments, and these rules supplant, for LA&W Faculty, the rules on tenure and promotion in rank contained in Sections III and IV of the Faculty Guide.

These rules apply only to members of the LA&W Faculty with the rank of Professor of LA&W, Associate Professor of LA&W, and Assistant Professor of LA&W. They do not apply to the Director of Legal Analysis & Writing (Director), who is governed by Sections III and IV the Faculty Guide.

## **B. Terms of initial appointment.**

**1. Assistant Professor of LA&W.** A person who is hired as an Assistant Professor of LA&W shall be hired for a term of one year and may be re-appointed for an additional term of two years, and a third term of three years.

**2. Associate Professor of LA&W.** A candidate for initial appointment to a LA&W Faculty position may be hired as an Associate Professor of LA&W if the candidate has at least six years of successful legal teaching experience, six years of prior law practice, or six years of other relevant achievements and skills that demonstrate a high probability that the candidate will excel as a member of the LA&W Faculty. A candidate for appointment at the rank of Associate Professor of LA&W must satisfy the standards for promotion to Associate Professor of LA&W at the time of appointment. A LA&W Faculty member hired at the rank of Associate Professor of LA&W shall be appointed initially for a term not to exceed three years and then, after three years of service, to be eligible for subsequent terms of five years.

**3. Visiting Professor of LA&W.** From time to time, the Chancellor may appoint, upon the recommendation of the Director, a Visiting Assistant or Visiting Associate Professor if the need arises. If a full-time position becomes available during the term of the visiting professorship, the visitor may apply to be considered for that position.

**4. Adjunct Professor of LA&W.** From time to time, if the need arises, the Chancellor may appoint, upon the recommendation of the Director, one or more Adjunct Professors of LA&W. Each appointment shall be for a one-semester term.

## **C. Nature of appointment**

**1. Full-time.** A LA&W Faculty appointment is a full-time appointment. Appointments to the LA&W Faculty are for the nine-month academic year that runs from approximately August 15 through May 15. This term provision shall not preclude appointments of LA&W Faculty for a shorter term during the academic year, as needed.

**2. Non-tenure track.** LA&W Faculty members shall have no right of or eligibility for tenure.

**3. Voting rights and service to SULC:** LA&W Faculty members are expected to attend and participate in faculty meetings and may vote on all matters except faculty hiring, retention, promotion, and tenure. Where appropriate by reason of need, opportunity and expertise, LA&W Faculty members are expected to provide service to SULC by serving on committees.

**4. Professional-development eligible.** LA&W Faculty members shall be eligible to apply for summer research stipends and conference funding offered by SULC to the same extent as tenured and tenure-track faculty.

**5. Retention of status.** LA&W Faculty members shall serve the terms of their contracts unless they retire, resign, or are terminated for cause, which is defined as professional incompetence, serious misconduct, moral turpitude, persistent inattention to duties, or financial exigency.



## **D. Legal Analysis & Writing Committee**

**1. Committee composition.** The Legal Analysis & Writing (LA&W) Committee shall be a standing committee chaired by the Director of Legal Analysis & Writing, and consisting of the Director, three tenured SULC faculty members selected by the Faculty Appointments, Retention, Promotion & Tenure (FARPT) Committee, and a LA&W professor selected by the Director.

**2. Role of LA&W Committee in hiring.** The LA&W Committee shall seek and screen applicants for LA&W Faculty positions. It will arrange for interviews with committee members, the Chancellor, and interested members of the SULC faculty. The LA&W Committee shall make recommendations to the FARPT Committee, giving substantial weight to the opinion of the Director of Legal Analysis & Writing, which opinion may be presented to the FARPT Committee during its meeting. The FARPT Committee shall then make a recommendation to the Chancellor. Upon the recommendation of the Chancellor of SULC, the System President has the ultimate responsibility for employing academic personnel below the level of Dean/Director. The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both institution and employee before the appointment is consummated.

## **E. Evaluation Responsibilities.**

**1. First renewal of Assistant Professor of LA&W (two-year contract) and renewal of five-year contracts.** When an Assistant Professor of LA&W applies for the first renewal of his or her appointment, the Director shall make a recommendation to the Chancellor whether the contract should be renewed. The Director shall also make such recommendation to the Chancellor regarding renewal or denial of renewal for all five-year LA&W Faculty appointments. The Chancellor shall give substantial weight to the Director's opinion. The Chancellor shall then make a recommendation to the System President.

**2. All other renewals of LA&W Faculty.** For all renewals and promotions of LA&W faculty except the first renewal of the contract of an Assistant Professor of LA&W and the renewal of five-year contracts, the LA&W Committee shall make a recommendation to the FARPT Committee, which shall make a recommendation to the Chancellor. The Chancellor shall then make a recommendation to the System President.

## **F. Retention and Promotion Path**

**1. Initial retention of Assistant Professors of LA&W.** An Assistant Professor of LA&W initially hired for a one-year term shall be recommended for reappointment by the Chancellor for a two-year term only if he or she demonstrates substantial progress toward being promoted to the rank of Associate Professor of LA&W.

**2. Subsequent re-appointments of Assistant Professors of LA&W.** An Assistant Professor of LA&W who has performed successfully during a two-year contract may be reappointed for a three-year contract, provided that he or she continues to make substantial progress toward being promoted to the rank of Associate Professor of LA&W.

**3. Promotion to Associate Professor of LA&W.** An Assistant Professor of LA&W may be eligible to apply for promotion to Associate Professor of LA&W after serving at least six years in the Assistant Professor of LA&W rank at SULC. If SULC grants the promotion, the candidate shall be granted a five-year contract that will become effective at the beginning of the next academic year. If SULC denies the promotion, the Chancellor shall promptly notify the person that the term appointment will not be renewed. Under extraordinary circumstances and for reasons justified in writing, a candidate for promotion to the rank of Associate Professor of LA&W may request that the schedule for promotion be extended. The LA&W Committee may recommend to the SULC faculty that the schedule be extended, for good cause shown.

**4. Renewal of appointment as Associate Professor of LA&W.** An Associate Professor of LA&W, whether hired at that rank under a three-year contract or promoted to that rank under a five-year contract, may apply for renewal of the appointment for a subsequent five-year term. If SULC grants the application for renewal, the new continuing appointment will begin at the beginning of the next academic year. There is no limit to the number of times that SULC may renew the five-year contract of an Associate Professor of LA&W.

**5. Promotion to Professor of LA&W.** An Associate Professor of Law may be promoted to Professor of LA&W after serving at least five years in the Associate Professor of LA&W rank. If SULC grants the promotion, it will become effective at the beginning of the next academic year. If SULC denies the promotion, the candidate may make further applications in subsequent academic years in accordance with applicable procedures.

**6. Contract of Professor of LA&W.** SULC shall grant a person initially appointed to the rank of Professor of LA&W a five-year contract. If SULC grants the promotion to the rank of Professor of Law, the new appointment will begin at the beginning of the next academic year. There is no limit to the number of times that SULC may renew a Professor of LA&W's five-year term contracts.

**7. Renewal of five-year contracts.** Renewals of five-year contracts awarded to Associate Professors of LA&W and Professors of LA&W do not require review by the LA&W Committee. Recommendations to the System President for the renewal may be made by the Chancellor in consultation with the Director of Legal Analysis & Writing. An Associate Professor of LA&W or a Professor of LA&W who is employed under a five-year contract shall, upon expiration of the contract, be recommended for reappointment to another five-year contract, except for the following reasons: professional incompetence, serious misconduct, moral turpitude, persistent inattention to duties, or financial exigency.

**G. Effect of promotions.** A promotion from Assistant Professor of LA&W to Associate Professor of LA&W or from Associate Professor of LA&W to Professor of LA&W shall include a pay raise comparable to that generally granted to tenure-track faculty for comparable promotions in rank.

**H. Evaluation procedures.** On or before January 31 of each academic year, the Director of Legal Analysis & Writing shall determine which LA&W faculty members are to be evaluated during that semester for promotions and/or for contract renewals for the following fiscal year. The Director shall set a date for the evaluation and should notify the LA&W Faculty member so that he or she may apply for either renewal or promotion and submit material relevant to the evaluation to the Director for the first renewal of an Assistant Professor of LA&W or the renewal of a five-year contract, and to the Director and the LA&W Committee for all other renewals and promotions. The material considered may include, but is not limited to, a copy of the current Faculty Activity Report, the results of student evaluations, current syllabi, a copy of recent publications, original course materials, critiqued student papers, and reports by the Director or Committee members of classroom observations. As appropriate under Section E above, a report shall be made either by the Director to the Chancellor in accordance with Section E(1), or by the LA&W Committee to the FARPT Committee in accordance with E(2). The findings shall also be reported to the LA&W Faculty member being reviewed.

**I. Evaluation Standards.**

**1. Areas of evaluation.** LA&W Faculty members will be evaluated in three areas: teaching excellence, law school and professional service, and research and publication. Of these three areas, the most important is teaching excellence. Weakness in this area cannot be offset by strength in the other two areas. These three areas are described as follows:

a. **teaching excellence** includes classroom instruction, individual consultations with students, critiquing of student work, and production and selection of teaching materials;

b. **law school and professional service** includes service on SULC committees, coaching moot court or mock trial teams, presenting papers at conferences, presenting continuing legal education materials, and participating in national legal writing organizations or the organized bar; and

c. **research and publication** may differ somewhat from that done by tenured and tenure-track faculty and may include traditional law review articles, articles in bar journals, journals covering legal education or legal writing and research, moot court and trial advocacy problems, teaching materials for legal writing programs, and continuing legal education materials. Preparation of the objective memorandum and trial brief materials for department-wide use is specifically considered as scholarship

**2. Reappointment as Assistant Professor of LA&W.** An Assistant Professor of Law shall be reappointed only if he or she demonstrates substantial progress toward being promoted to the rank of Associate Professor of LA&W.

**3. Promotion to and Reappointment as Associate Professor of LA&W.** For promotion to or reappointment as Associate Professor of LA&W, the LA&W Faculty member must have demonstrated teaching excellence and substantial progress toward excellence in the other two areas (law school and professional service, and research and publication). The assessment of progress will take into account the limits on the faculty member's years of teaching experience, time available for service, and time available for writing and publication.

**4. Promotion to Professor of LA&W.** For promotion to Professor of LA&W, the LA&W faculty member must have demonstrated excellence in all three areas. He or she must be an excellent teacher, must have a substantial reputation for academic, professional, and community/social

service, and must have a documented record of substantial writing and publication, including at least one article in a law review or journal published while teaching at SULC.

**5. Reappointment as Professor of LA&W.** For renewal of a five-year contract at the rank of Professor of LA&W, the LA&W faculty member must demonstrate continuing excellence in all three areas cited in (4) above.

## **J. Retroactivity**

These standards and procedures shall have retroactive application with respect to current members of the LA&W faculty. The years that a current member of the LA&W Faculty has taught before the effective date of these standards, regardless of whether he or she was initially hired as a legal writing instructor, visiting instructor, or visiting professor, shall be credited toward the years required for retention or promotion, and the standards articulated in this document will be applied to the decision to retain or promote each eligible candidate. At the first meeting of the FARPT Committee after this policy is approved, upon the motion of any member of the FARPT Committee, that committee shall make a recommendation to the Chancellor regarding the reclassification of the current members of the LA&W faculty in accordance with this policy.

## **VII. CLINICAL FACULTY**

### **A. Introduction**

**1. Preamble.** These rules are applicable to the process for hiring Clinical faculty within the Southern University Law Center and for evaluating these faculty members for promotion and contract renewal. These rules were adopted in order to comply with ABA Accreditation Standard 405 (c) which states in part:

A law school shall afford to full-time clinical faculty members a form of security of position reasonably similar to tenure, and non-compensatory prerequisites reasonably similar to those provided other full-time faculty members. A law school may require these faculty members to meet standards and obligations reasonably similar to those required of other full-time faculty members.

These rules describe non-tenure eligible clinical appointments, and these rules supplant, for clinical faculty, the rules on tenure and promotion in

rank contained in the *SULC Faculty Guide to Clinical Faculty...*

**2. Scope.** These rules apply to members of the Clinical faculty with the rank of Clinical Professor, Clinical Associate Professor, or Clinical Assistant Professor. They do not apply to the Clinical Director, who is a member of the tenured/tenure track Law Center faculty.

**3. Promotion Path.** Clinical faculty will ordinarily be hired at the clinical assistant professor rank and given an initial three-year term appointment.<sup>[1]</sup> The term “contract year” refers to the nine-month period covered by the term appointment. This period will differ from the “fiscal year” if the term appointment begins on a date other than the beginning of the fiscal year period.

a. **Promotion to Clinical Associate Professor.** In the third contract year, and not earlier, a Clinical Assistant Professor shall apply for a five-year contract. With the appropriate approvals, this five-year contract will commence at the end of the three-year contract for the next academic year. During this five-year contract the Clinical Assistant Professor may apply for promotion to Clinical Associate Professor. If the promotion is approved, it will become effective at the beginning of the next academic year. If the promotion is denied, the Chancellor shall promptly notify the person that the term appointment will not be renewed.

b. **Promotion to full Clinical Professor.** The Law Center will give a person promoted to Clinical Associate Professor a continuing appointment for five years subject to a fifth-year review, and a raise in pay comparable to that granted to tenure-track faculty promoted to a similar rank. In the fifth year of a continuing appointment, and not earlier, a Clinical Associate Professor shall be eligible to apply for appointment as a full Clinical Professor. If the appointment committee grants promotion to full Clinical Professor, the contract automatically will renew every five years, unless terminated earlier for cause, by resignation, or retirement, without the need for action on the part of the professor or the Law Center. If the appointments committee denies the application for renewal, the Chancellor shall promptly notify the Clinical Associate Professor that the continuing appointment will be replaced by a term contract for a final employment period not exceeding one academic year from the date of notice.

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<sup>[1]</sup>For Clinical Faculty, a three-year term appointment shall normally be a nine-month academic year contract from approximately August 15 to May 15.

c. **Grandfather clause.** All currently employed Assistant Clinical Professors who have been employed for a term of five or more academic years on the effective date of these rules shall have their time and contract renewal eligibility status grandfathered into said contract consistent with the above-mentioned contract renewal periods and terms.

d. **Clinical Adjunct Professor: One-year term.** The Law Center occasionally will hire a Clinical faculty member as a Clinical Adjunct Professor. It may give such a faculty member a one-year term appointment. The following rules shall govern these appointments in the higher ranks. The Law Center may renew a one-year term appointment one year at a time for up to four additional one-year contracts, subject to applicable approvals. The clinical faculty member may apply for a continuing appointment in the third or fourth contract year and must apply by the fifth contract year. If the Law Center grants the application, the continuing appointment will begin at the beginning of the next academic year. If the Law Center denies an application made in the third or fourth contract year, the person may reapply in the subsequent contract years until the fifth contract year. If the Law Center denies an application in the fifth contract year, the Chancellor shall promptly notify the person that the term appointment will not be renewed.

4. **Reservation.** The Law Center reserves the right to terminate any Clinical Faculty appointment at any time during its term if the position is funded in whole or in part by non-state or grants and the funds for the position are substantially reduced or eliminated from the Law Center's budget. Upon learning that funding for a position will be substantially reduced or eliminated, the Chancellor shall give prompt notice of contract termination, effective on the date that the funding is to be substantially reduced or eliminated.

5. **Evaluation File.** The Chancellor shall maintain an evaluation file for each Clinical faculty member into which shall be placed such material as complies with these rules. The Clinical faculty member has the right to place any material that contributes data for his/her assessment into this evaluation file.

#### 6. **Consultation with the Clinical Director and the Chancellor**

a. **Director's consultation.** The Clinical Director shall consult with every Clinical faculty member each year to acquire information

concerning the faculty member's activities, to advise the individual concerning his or her performance, and to assign the relative importance of the faculty member's major responsibilities. The Clinical Director may seek the opinion of the Chancellor and secure a peer evaluation from other members of the clinical faculty regarding the renewal of the Clinical faculty member's appointment. The Clinical Director also shall advise the faculty member of any known impediments based on his/her contract renewal based on student evaluations or on information from other sources.

b. **Faculty Statistical Report.** As part of this consultation, the Clinical Director and the Clinical faculty member will agree upon the percentage of effort that the faculty member will generally devote to assigned activities and will place that figure in the annual "Faculty Statistical Report." The Clinical Director and the Clinical faculty member may jointly modify these agreed-upon percentages in the event of a later change in circumstance. When no consensus can be attained after reasonable effort is made, the Clinical Director shall allocate the percentage of effort for the assigned activities.

c. **Chancellor's review.** The Chancellor also shall consult with every Clinical faculty member each year as part of the Chancellor's normal review of goals and objectives for all faculty.

**7. Clinical Faculty Appointments Committee.** The Clinical Faculty Appointments Committee shall consist of the Clinical Director, two clinical faculty members along with two tenured Law Center faculty members.

**8. Clinical Faculty Evaluation Committee.** The Clinical Faculty Evaluation Committee shall consist of the Clinical Director, Clinical Faculty of equal or higher rank and the Vice-Chancellor for Academic Affairs.

## **B. Hiring Procedures**

1. The Clinical Faculty Appointment Committee, at the direction of the Clinic Director, will seek and screen applicants for Clinical faculty positions. It will arrange for interviews with the committee members, members of the Clinical faculty, and others.

2. The committee will make its recommendations to the Chancellor. It shall give substantial weight to the Clinical Director's opinion.



3. All members of the Law Center's Clinical Faculty Appointment Committee shall vote on proposed appointments to Clinical faculty positions.

4. Voting on Clinical faculty appointments shall be governed by the same rule of substantial opposition as governs Law Center faculty appointments.

5. The Law Center will not hire a person as a Clinical Assistant Professor unless the Clinical Director, Clinical faculty and the Chancellor reasonably express the belief that the candidate demonstrates the potential for promotion to Clinical Associate Professor.

### **C. Evaluation Responsibilities**

1. With the approval of the System President, the Chancellor will be responsible for the renewal or non-renewal of all three-year term appointments. The Chancellor shall consult with the Clinical Director and give substantial weight to the Clinical Director's opinion.

2. The Clinical Faculty Evaluation Committee will function as the review committee for third-year reviews of Clinical Assistant Professors, promotions, and for the granting or renewing of continuing appointments.

3. The committee will make its recommendations on third-year reviews to the Chancellor and report its decision to the person reviewed.

4. The Evaluation Committee will make its recommendations on promotions and on granting or renewing continuing appointments to the Clinical Faculty Appointments Committee and the Chancellor. The Evaluation Committee shall give substantial weight to the Clinical Director's opinion.

5. Part D of this Document specifies the procedures for developing the committee's recommendations. Part E specifies the procedures for the Clinical Faculty Appointments Committee and the Chancellor to act on the committee's recommendations. Part V sets the criteria to be used by the Evaluation Committee, the Clinical Faculty Appointments Committee, and the Chancellor.

## **D. Evaluation Procedures**

**1. Procedures for Third-Year Reviews of Clinical Assistant Professors.** The procedures to be used by the Evaluation Committee for developing its recommendations to the Chancellor following third year reviews are as follow:

- a. The third-year review of a Clinical Assistant Professor will be used to evaluate the Clinical Professor's progress toward promotion and to make recommendations designed to ensure that the person has a reasonable chance of being promoted in their fifth contract year.
- b. No later than September 15 of the Fall semester and February 15 of the Spring semester, the Clinical Director shall determine which clinical assistant professors will complete their third contract year either during the semester or before the beginning of the next semester. In concert with the Clinical Faculty Evaluation Committee, the Clinical Director shall set a specific date for each Clinical faculty members evaluation meeting to take place. The Clinical Assistant Professor shall be informed in writing of the evaluation meeting date and shall also be notified that all material relevant to the evaluation should be in his or her file one week before the meeting so that committee members can review the file during that week leading to the meeting. The file will be closed one week before the meeting date.
- c. All committee members shall review the evaluation file during the week immediately preceding the evaluation discussion meeting.
- d. All committee members shall attend the evaluation discussion meeting. Since the findings and conclusions of the committee are based on the evaluation file, the Clinical Assistant Professor shall have no right to be present at the evaluation discussion meeting.
- e. Within one week after the evaluation discussion meeting the committee shall issue a report evaluating the Clinical Assistant Professor's progress toward promotion and make appropriate recommendations. The committee shall give copies of its report to the Clinical Assistant Professor, the Clinical Director, and the Chancellor and it shall put a copy in the Clinical Assistant Professor's evaluation file.

f. The Clinical Assistant Professor has the right to respond in writing to any critical comments contained in the committee's report, and the committee shall put a copy of the response in the Clinical Assistant Professor's evaluation file.

## **2. Original Procedures on Promotions and Continuing Appointments**

a. During the first month of the Fall and Spring semesters, the Clinical Director shall determine which Clinical faculty members are to be evaluated that semester for promotions or for granting or renewing their continuing appointments. In concert with the Clinical faculty evaluation committee, the Clinical Director shall set a specific date for each such person's evaluation meeting to take place, which shall be early enough for the completion of all relevant procedures within the Law Center before the end of the semester. The Clinical faculty member to be evaluated shall be informed in writing of the evaluation meeting date and shall also be notified that all material relevant to the evaluation should be in his or her file one week before the meeting so that committee members can review the file during that week. The file will be closed one week before the meeting date.

b. All committee members shall review the Clinical faculty member's evaluation file during the week immediately preceding the evaluation discussion meeting.

c. All committee members shall attend the evaluation discussion meeting. Since the findings and conclusions of the committee are based on the evaluation file, the Clinical faculty member shall have no right to be present at the evaluation discussion meeting.

d. Within one week after the evaluation discussion meeting, the committee shall issue a preliminary written report containing findings of fact and conclusions based on the material contained in the evaluation file. The committee shall prepare two copies of the report, sending one copy to the Clinical faculty member and placing one copy in the evaluation file.

e. The preliminary findings and conclusions shall become the committee's final findings and conclusions unless a timely objection is filed.

### **3. Review Procedures on Promotions and Continuing Appointments**

- a. The Clinical faculty member may object to the preliminary findings and conclusions within three “business” days (any day that mail is delivered to the Law Center) of receiving the preliminary report. The faculty member must address the objection to the committee in writing, must demand a review of findings, must specify the grounds for the objection, and must list the names of any witnesses that the faculty member wants to confront or present at the review meeting.
- b. The committee shall schedule a review of the findings to be held within three “business” days of receipt of the notice of objection. It shall notify the Clinical faculty member and any requested witnesses at least 24 hours in advance of the date, time, and place of the review meeting.
- c. The Clinical faculty member has the right to appear personally at the review meeting, to present information concerning relevant matters in the file, and to submit written comments concerning the findings and conclusions. The committee shall allow an oral or written response by anyone who has contributed to the file.
- d. No witness shall be required to appear at the review meeting, and the committee shall have discretion as to what weight should be given to the opinions of a witness who does not appear.
- e. The committee shall submit written findings within one week after the completion of the review meeting. These written findings may be the same as the findings filed prior to objection and review but must include the objection and written comments submitted by the Clinical faculty member being reviewed. These findings may include additional or substitute findings based on the presentation at the review of findings meeting.
- f. The findings made by the committee after the review of findings meeting shall become the committee’s final findings and shall be distributed under the same provision for distributing preliminary findings.

#### 4. Data Collection

a. **By the Clinical faculty member.** Each Clinical faculty member shall submit an annual report to the Clinical Director and the Chancellor for inclusion in the faculty member's evaluation file. This annual report generally should include the following information:

i. The faculty member's activity in direct teaching of courses or in supervising the students enrolled in clinical courses, including the nature of ongoing duties and any special projects initiated or completed. Time allocations as reported on the faculty statistical report may be particularized.

ii. Committee assignments whether Law Center, university or other, together with a statement of time and effort devoted to the committee.

iii. Publications and other products of research efforts, including title and citation and the number of pages.

iv. Lectures, speeches, participation in discussion programs given anywhere except in regularly assigned courses. Titles and nature of participation should be indicated, plus time and place.

v. Offices or positions held in any relevant organization.

vi. Awards or grants received.

vii. Administrative work, such as sponsoring student organizations, placement, etc.

viii. Student advising.

ix. Funded or unfunded research activity described as to time allotted, purpose of the research, auspices under which carried out, results, etc.

x. Anything in addition to the above that reflects on teaching, scholarly and creative accomplishment, professional leadership, or public service.

b. **Student Input.** Student evaluation of Clinical faculty

members in the following form is required:

- i. The Clinical Director shall require all students to fill out anonymous student evaluation forms as a condition for receiving credit for their work. The Clinical Director shall prepare a summary of the evaluations pertaining to the Clinical faculty member and shall put a copy in the faculty member's evaluation file and provide a copy to the faculty member.
- ii. To supplement this information, the Clinical Director shall interview several students who were assigned to a Clinical faculty member and shall include a summary of relevant comments in the Clinical faculty member's evaluation file. In addition, the Clinical Director may ask law student employees for their comments and may include a summary of relevant comments in the Clinical faculty member's evaluation file.
- iii. In deciding what weight to give to the results of these interviews, the need for supplemental information will be balanced against the risk that the interviewer may have unconsciously influenced the results.
- iv. The Clinical faculty member has the right to add a response to any critical comments by students or research assistants.

**c. From Other Sources.** Data may be provided for a Clinical faculty member's evaluation file from the following additional sources:

- i. Newspaper clippings may be provided.
- ii. The Chancellor may provide such items as he or she deems appropriate.
- iii. Any SULC student, faculty member, or member of the administration and any member of the bar may submit material for inclusion in the file if that person does so under signature.
- iv. Letters of thanks and support from non-lawyers, including client referral agencies, also may be included.

v. The Clinical member has the right to add a response to any critical comments from any of the foregoing sources. The contributor shall receive a copy of the response and be given one opportunity to reply.

d. **Outside Evaluations.** Comments from qualified persons outside SULC are, when possible, to be included in the files of individuals who are being evaluated for promotion or for granting or renewing continuing appointments. Such outside persons should be asked to comment on the quality of teaching, professionalism, scholarship, service, or other relevant matters within their competence to judge.

## **E. Evaluation Decisions**

1. The Clinical Faculty Evaluation Committee shall forward its written report to the Chancellor, who shall make it available to all clinical faculty eligible to vote on the decision.

2. All Clinical Professors of equal rank or higher and the Director may vote on promotions to Clinical Associate Professor and on granting or renewing continuing appointments for Clinical Associate Professors. All Clinical Professors may vote on promotions to Clinical Professor and on granting or renewing continuing appointments for Clinical Professors. Clinical faculty members also may vote on these decisions if they hold a rank equal to or greater than that to which a candidate seeks promotion or in which a continuing appointment is to be granted or renewed. The Clinical Director may vote on all promotions and continuing appointments, whether or not the Clinical Director has tenure, and regardless of rank.

3. The vote shall be by secret ballot of those assembled.

4. A simple majority of the Evaluation Committee present and voting shall be sufficient to recommend promotion or the renewal of a continuing appointment. An abstention shall count as a “no” vote.

5. The Chancellor shall promptly inform the candidate and the committee of the outcome, and, if the decision is favorable, the Chancellor shall complete any necessary documents for forwarding to the central administration. This documentation shall include the Chancellor’s own appraisal of the candidate.

## **F. Evaluation Standards**

### **1. General Criteria**

a. Clinical faculty members will be evaluated in three areas: (a) Clinical teaching; (b) academic, professional and social service; and (c) writing and publications. Of these areas, the most important is Clinical teaching. Weakness in this area cannot be offset by strength in the other two areas.

b. For promotion to Clinical Associate Professor, the Clinical faculty member must have demonstrated excellence in Clinical teaching and substantial progress toward excellence in the other two areas. The Evaluation Committee, Chancellor and Director's assessment of progress will take into account the limits on the faculty member's years of skills teaching experience, time for service, and time for writing and publication.

c. For renewal of a continuing appointment in the Clinical Associate Professor's rank, the Clinical faculty member must have demonstrated continued excellence in Clinical teaching and continued progress toward excellence in the other two areas.

d. For promotion to Clinical Professor, the Clinical faculty member must have demonstrated excellence in all three areas. He or she must be an excellent Clinical teacher; must have a substantial reputation for academic, professional, and social service; and must have made contributions to writing and publication commensurate with clinical teaching.

e. For renewal of a continuing appointment in the clinical professor rank, the Clinical faculty member must have demonstrated continued excellence in all three areas.

### **2. Specific Criteria**

a. The evaluation of the Clinical faculty member's effectiveness in Clinical teaching shall cover the following areas: (a) classroom or small-group instruction; (b) individual consultation and instruction with students; and (c) contributions to the methods and substance of Clinical teaching. Of these areas, the most important are (a) and (b).



b.. The evaluation of the Clinical faculty member's service shall cover the following areas: (a) service to the Law Center and the University on committees and otherwise; (b) service to the legal profession through professional organizations, bar association committees, and continuing legal education; and (c) service to the public through legislative drafting and advocacy, work for public advisory commissions and volunteer work.