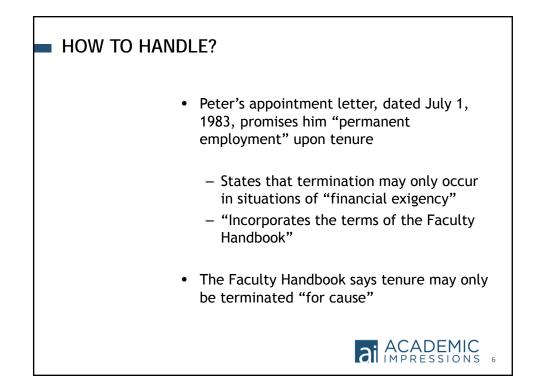
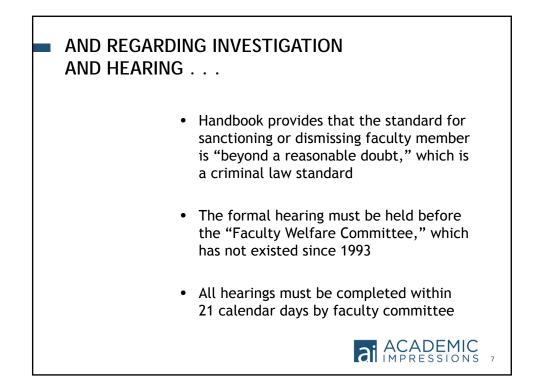


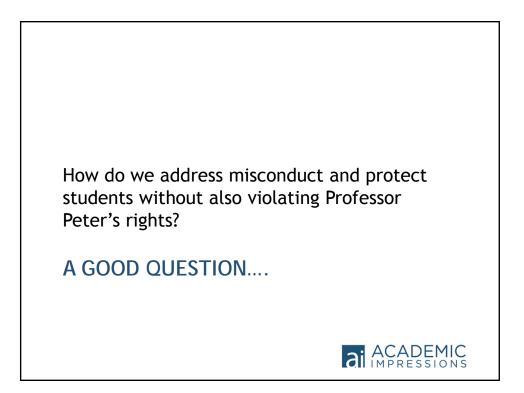
CONSIDER THIS ALL-TOO-COMMON SCENARIO

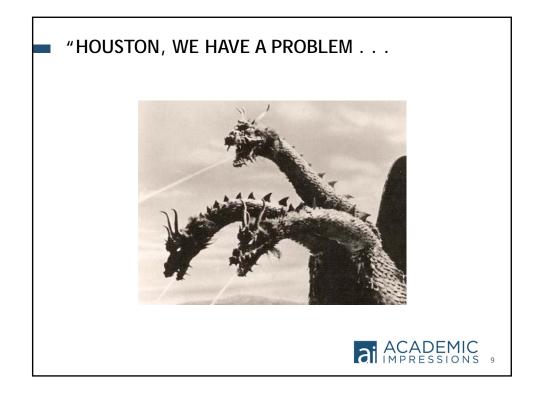
- Tenured Professor Peter has always made "edgy" comments in class - borderline racist, sexist
- Never reprimanded because Chairs considered Peter's conduct to be insulated by "academic freedom"
- This fall, Peter was accused by two students of making racially insensitive comments, and they are not borderline comments

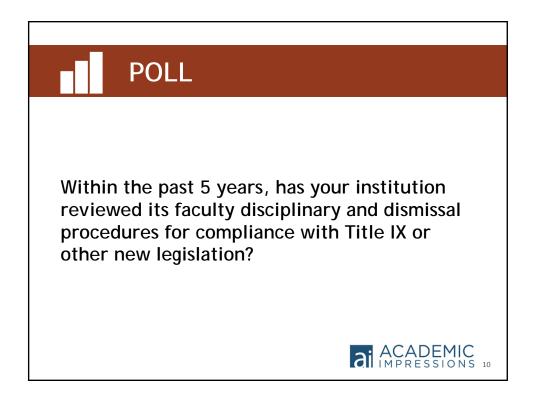


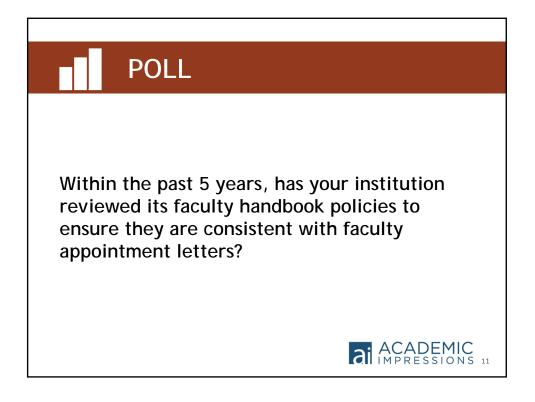


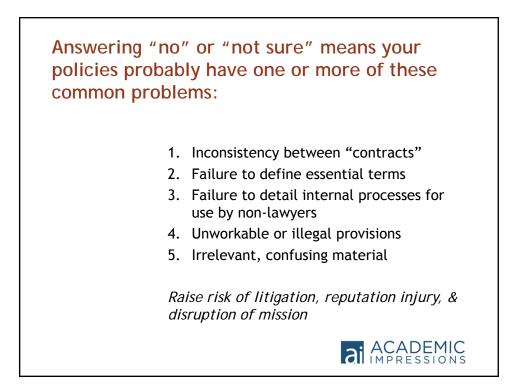




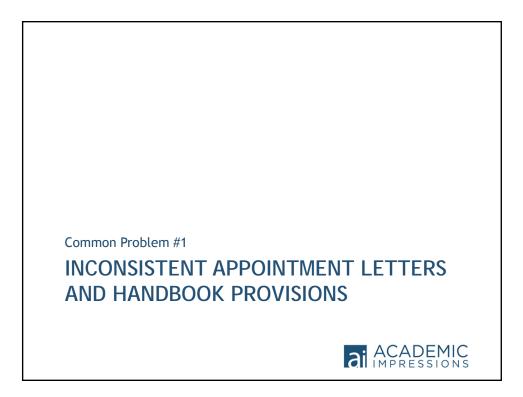








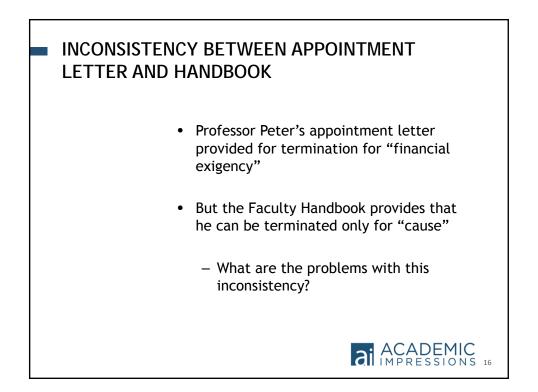




WHAT IS THE FACULTY "CONTRACT?"

- Faculty employment may be governed by appointment letters, statutes, bylaws, and employee handbooks - not just by faculty handbooks and collective bargaining agreements.
 - Sometimes, freestanding policies adopted by administration or faculty in the dim, distant past
- "Policy archaeology" may be necessary to determine the terms of the contract



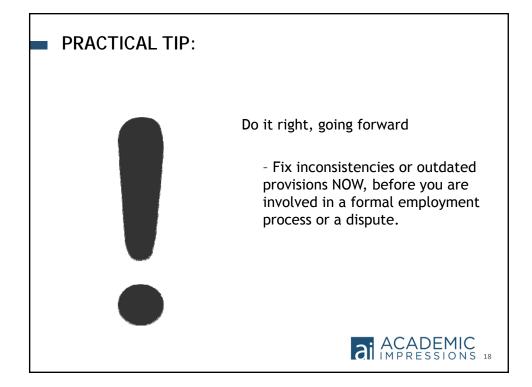


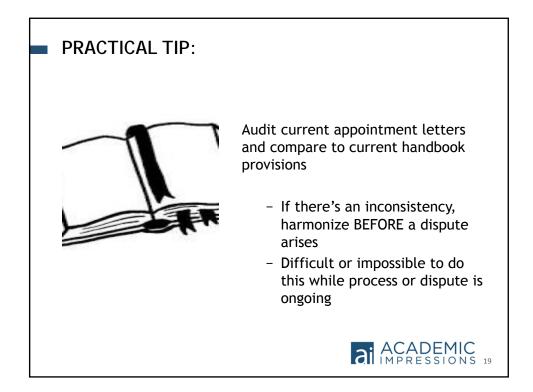
WHICH IS THE "CONTRACT" IN THIS SITUATION? OR ARE THEY BOTH "THE CONTRACT?"

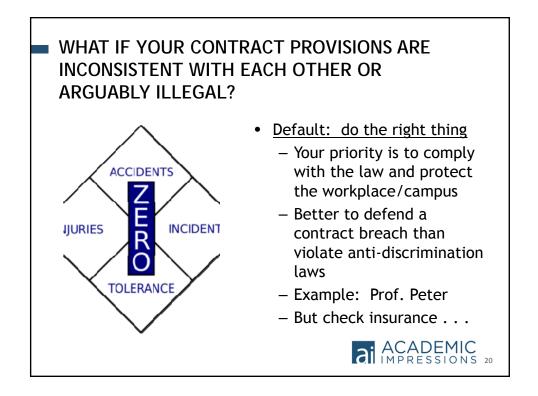
It depends upon state law and your documents

- In Illinois, the "faculty contract" is comprised of multiple documents, including:
 - catalogs
 - appointment letters
 - miscellaneous other policies
 - CBA, if applicable

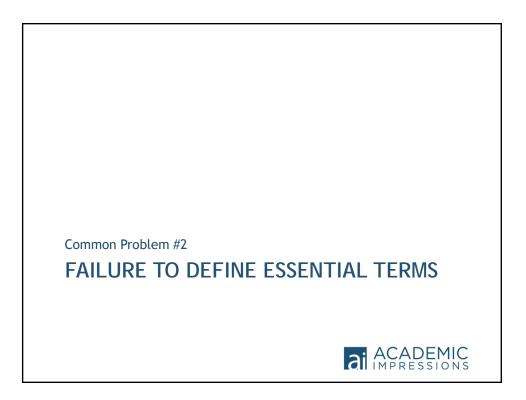


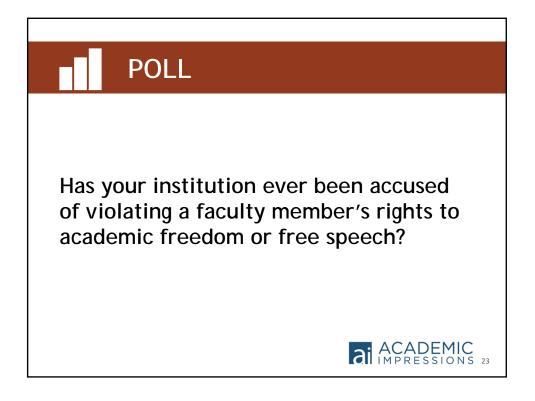


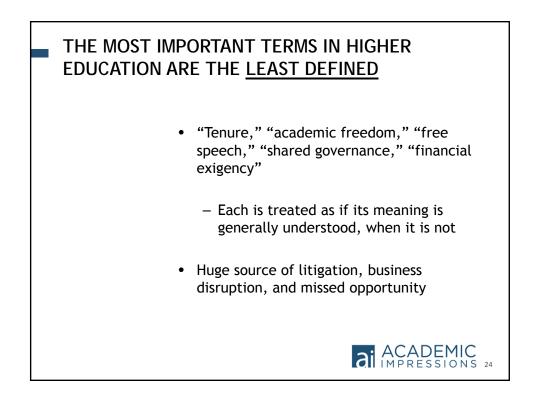




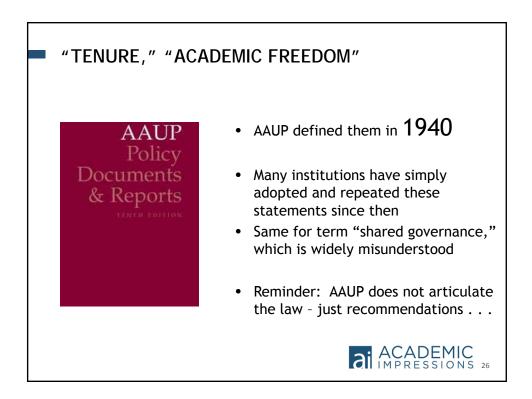


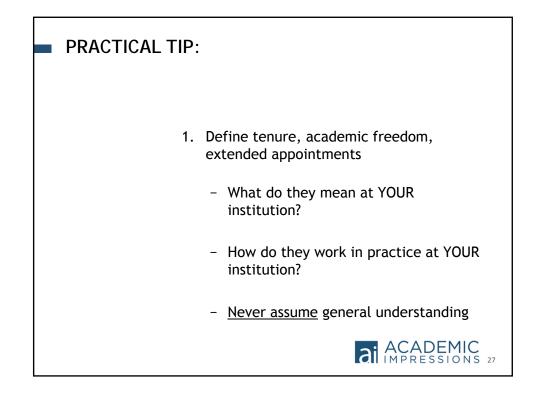


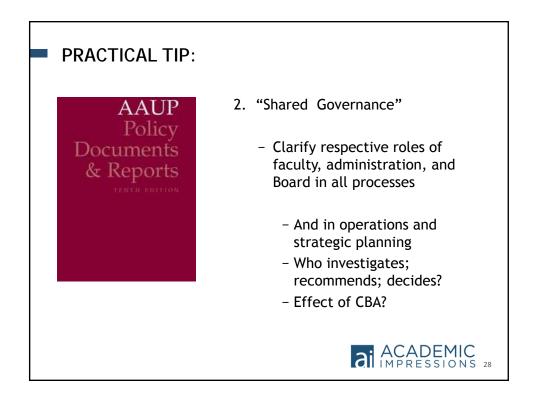


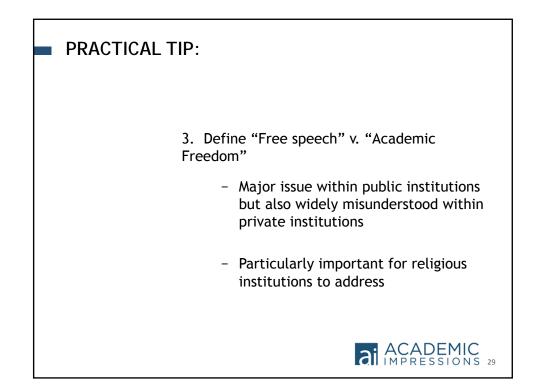


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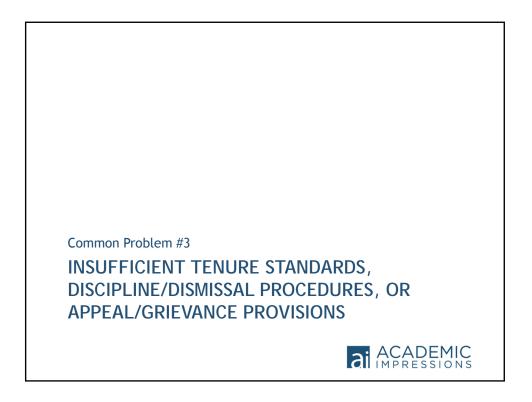


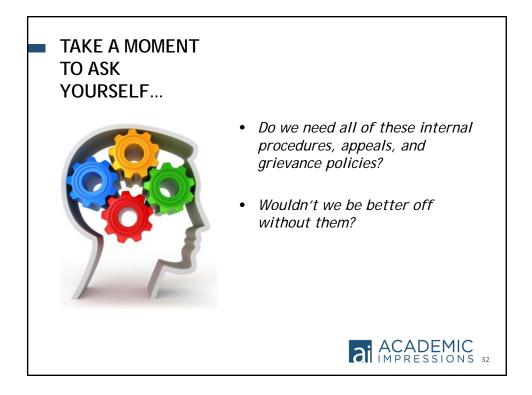












YES, WE NEED THEM -- GIVEN OUR CURRENT COMPLIANCE AND RISK MANAGEMENT CONTEXT



- We now must manage not only the risk of contract violation . . .
- But also the risks of discrimination, harassment, and retaliation claims
 - We must be prepared to justify our decisions

ACADEMIC IMPRESSIONS 33

 We need <u>notice</u>, <u>clarity</u>, <u>and</u> <u>consistency</u>

