



NYU Grossman School of Medicine Policy for Faculty Appointments Not on the Tenure Track

Issuing Department:

Education, Faculty and Academic Affairs

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I. SCOPE OF THE POLICY

In accordance with the New York University Faculty Policies Applicable to Full-Time Continuing Contract Faculty, and Sections 87, 88, and 89 of the University Bylaws, the NYU School of Medicine (the “School”) has adopted these policies (“Policy”) to delineate general terms of appointment for School faculty who are appointed to the faculty of the School of Medicine and whose appointments are not on the tenure-eligible tracks. Accordingly, this Policy supersedes all provisions of the University Faculty Handbook that relate to appointment, reappointment, notice of termination, disciplinary procedures and grievances of School faculty members who are not tenured or on the tenure track.¹

“Compensated Faculty” as used herein means: an individual who is employed by the School and has a full- or part-time faculty appointment, and which appointment is not eligible for tenure.

“Non-compensated Faculty” as used herein means an individual who has a full- or part-time faculty appointment and who is not employed by or receiving compensation from the School. Non-compensated Faculty are governed by only Section IV of the Policy.

“Faculty appointment” as used herein includes individuals with any title that includes the word “Professor”, e.g., Assistant Professor, Associate Professor, Professor, preceded or followed by a modifier in the record maintained by the School and any individual with the title “Instructor.”

“Faculty appointment” does not include the following titles: graduate assistant, lecturer, research assistant, research scientist (assistant/associate/senior) and any administrative title. Individuals with these titles, without a faculty appointment title, are considered “staff” and their appointments are governed by the general Human Resources policies of the School.

II. HIRING AND TERMINATION

a. Written Contracts

Compensated Faculty members are appointed for a specific term, generally, a one-year period, or for a multi-year period. All Compensated Faculty members should receive a written contract that includes the following terms negotiated between the faculty member and the appropriate administrator with the authority to do so, and approved by the Dean:

- start and end dates of the appointment;
- responsibilities and obligations of the appointment;
- compensation;

¹ The section of the NYU Faculty Handbook entitled, The Faculty, Academic Freedom and Tenure, Title II, Appointment and Notification of Appointment, applies only to faculty on the tenure track.

- eligibility for benefits; and
- agreement to be bound by applicable New York University, NYU Langone and School policies (and hospital medical staff by-laws if applicable).

b. Termination

In accordance with University Bylaw 87(b), the appointment of a Compensated Faculty member automatically terminates at the end of the contract term, unless there is an official notice of renewal by the School. A Compensated Faculty member may be terminated during the contract term only “for cause” as defined herein.

If the School does not provide official notice of contract termination or renewal to a Compensated Faculty member at any point during the contract term, then the faculty member may continue to be employed on an at-will basis after the end of the contract period, unless or until their employment is terminated. A Compensated Faculty member who continues to be employed on an at-will basis may be terminated with or without cause.

“Cause” means: willful or intentional violation of law, regulations, New York University or School policies or NYU Langone Medical Center codes of conduct, breach of the contract or willful failure to perform duties under the contract, or other “cause” set out specifically in the faculty member’s contract.

c. Notice of Termination

After the contract term ends, if a Compensated Faculty member continues to be employed on an at-will basis, it is the School’s practice to provide the faculty member with notice of termination as a courtesy, whenever possible. This notice is provided at the discretion of the School, in accordance with the guidelines below, unless termination is “for cause,” in which case no notice period is required.

- (i) A Compensated Faculty member who, at the time of notice of termination, has been continuously employed for at least 12 (twelve) months (but not exceeding 36 months) shall receive notice of termination no later than three (3) months prior to their employment termination date.
- (ii) A Compensated Faculty member who, at the time of notice of termination, has been continuously employed for 36 months or longer shall receive notice of termination no later than six (6) months prior to their employment termination date.

Compensated Faculty without a Written Contract

If a Compensated Faculty member has been appointed without a written contract, the faculty member should receive notice of termination in accordance with the notice provisions above.

Per Diem Compensated Faculty

A Compensated Faculty member who is employed on a per diem basis is not entitled to notice of termination.

d. Change of Responsibilities

If the Compensated Faculty member’s position is funded through extramural funding, and extramural funding declines during the period of the contract, the faculty member may be expected to assume other

duties in the department for the duration of the contract term to offset the loss of funding, at the discretion of the Department Chair and/or Dean.

III. GRIEVANCES RELATED TO APPOINTMENT AND TERMINATION OF COMPENSATED FACULTY

The purpose of this section of the Policy is to establish procedures by means of which Compensated Faculty at the School can seek redress of their grievances.

a. Grievances Relating to Appointment and Termination

Grievances related to reappointment and termination of Compensated Faculty are restricted to allegations that: (1) the decision was motivated by unlawful discrimination or retaliation; or (2) the decision violated the academic freedom of the faculty member in question, in which case the burden of proof falls to the grievant.

b. Who Can Grieve

A Compensated Faculty member whose contract is terminated or not-renewed may grieve the decision to terminate or not renew, provided the decision meets the conditions noted in section III.a.

A grievant must be a faculty member of the School when he or she initiates the grievance procedure set forth in Section III.c. herein. The faculty member must initiate the grievance process within 30 days of the decision that is the basis for the grievance.

c. The Initial Grievance Process

It is expected that most grievance cases shall be settled within the Department, and that attempts shall be made to settle the dispute by informal discussions between the concerned parties, including the Department Chair

If a grievance is not settled at the Department level, the faculty member may appeal to the Vice Dean for Education, Faculty and Academic Affairs ("Vice Dean") by submitting his or her grievance in writing. This written document should include: a) a concise summary of the nature of the grievance; b) the steps taken prior to filing the grievance; and c) the redress sought. The Vice Dean shall initiate an inquiry into the matter, to be conducted by the Vice Dean or his designee, within fifteen (15) days after receipt of the grievance and shall endeavor to render a decision within thirty (30) days of receipt of the written grievance. The Vice Dean may request consultation with the Human Resources office prior to rendering the final decision. The Vice Dean's decision is final and subject to no further review.

IV. APPOINTMENTS AS NON-COMPENSATED FACULTY

Non-compensated Faculty are appointed on an at will basis. Such appointments may be terminated at any time with or without cause at the discretion of the Vice Dean upon recommendation of the Department Chair.