

UNIVERSITY OF PITTSBURGH PROCEDURE 02-02-09

CATEGORY: ACADEMIC AFFAIRS
SECTION: Faculty Appointment and Tenure
SUBJECT: Termination Due to Reorganization or Termination of Academic Programs
EFFECTIVE DATE: November 14, 1988
PAGE(S): 5

I. PURPOSE

- A, To define the rights and privileges accorded tenure-stream and tenured faculty members when academic programs are reorganized or terminated according to the University Planning and Resource Management System (PRMS).
- B. To review the criteria for reorganizing or terminating academic programs and the process for determining the decisions.

II. SCOPE

This procedure is applicable to tenure-stream and tenured faculty who are terminated from the University as a result of reorganization or termination of an academic program in accordance with the PRMS.

III. ADMINISTRATIVE RESPONSIBILITIES

A. FACULTY ON TENURE-STREAM APPOINTMENTS

1. University School or Department

- a. Each tenure-stream faculty member will be permitted to complete the period of appointment in accordance with the terms of his contract.
- b. Each tenure-stream faculty member who has been given notice of termination at the end of the contract period will be released from his contract at the end of any term or session upon request, even though the contract may extend beyond that time.

1. Provost or Senior Vice President for the Health Sciences

- a. Each tenure-stream faculty member notified of termination at the end of his contract period will be given a personal letter expressly stating that termination does not imply a negative judgment about the person's individual performance, but is due to a program change.
- b. Assistance in finding suitable placement elsewhere will be provided to terminating faculty by offering to send letters of explanation and professional resumes to other institutions. These offices will also provide assistance in placement and counseling.

B. TENURED FACULTY

University Department or Program

- 1. When University Programs are terminated or reorganized, except for the termination of a school or regional campus, the tenure of a tenured faculty member remains in effect.
- 2. If a department or program within a school is terminated, but not the school, the

faculty member continues to be employed full time at the same rank without reduction in monthly compensation. A good faith offer not involving the relinquishment of tenure will be made to the person involved, as provided in Paragraph IV.A., below.

IV. PROCEDURE

Program Terminations or Reorganizations That Do Not Involve the Termination of A School Or Regional Campus

A. Offer of Alternative Employment To Tenured Faculty

1. When a department or program within a school is terminated, but not the school, the University will offer to each affected tenured faculty member, another suitable faculty position in a related field. Where necessary to permit the faculty member to perform newly assigned duties effectively, faculty so reassigned are offered special leave generally not to exceed one calendar year without loss of contract compensation, for study to upgrade his expertise or to change specialties.
2. Consultation should take place among the reassigned faculty member, the appropriate deans, the Provost, or the Senior Vice President for the Health Sciences, and the program faculty in order to develop a plan for the best assignment of the faculty member upon his return, and to ensure that the benefit of the leave will be consonant with his subsequent duties.
3. Wherever feasible, study will be tuition-free at the University of Pittsburgh. If study at the University is not feasible, every effort will be made to provide the faculty member with a grant to meet some or all of the tuition and travel expenses elsewhere.
4. As an alternative, a tenured faculty member who has the requisite characteristics, skills, and interests may request or may be offered a professional appointment that is administrative in character. Such administrative appointments are made at the discretion of the University administration in accordance with usual administrative practices, without loss of academic tenure and without reduction in compensation.

B. Appointment of A Fact-Finding Panel

If the faculty member does not wish to accept the reassignment offered, the President of the Faculty Senate will request the appointment of a panel of fact-finders.

C. Composition of the Fact-Finding Panel

The panel will consist of three persons of faculty rank: one appointed by the Provost or the Senior Vice President for the Health Sciences, one appointed by the President of the Senate, and a third selected by the first two members, who will chair the panel.

D. Appointment of an Arbitration Panel

If the decision of the fact-finding panel is rejected, the President of the Senate will refer the case to an arbitration panel.

E. Composition of the Arbitration Panel

The panel will consist of one person appointed by the Provost or the Senior Vice President for the Health Sciences, one person selected by the involved faculty member, and a third selected by the other two, who will chair the panel. Panel members need not be faculty members or administrators of the University.

Reasonable costs of arbitration will be borne by the University.

F. Decisions of the Arbitration Panel

All decisions of the arbitration panel are binding on both the administration of the University and the faculty member.

Termination of A School or Regional Campus

G. Reassignment to an Academic Appointment in Another School Within the University

1. When termination of faculty is considered because of the termination of a school or regional campus, the Provost or the Senior Vice President for the Health Sciences will first attempt reassignment to an appropriate academic appointment in another school within the University. Such assignment is based on the recommendation of the faculty and dean of the school, in accordance with established procedures. If a faculty member so assigned does not continue tenure and is terminated within three years, he will receive severance pay as indicated in IV.H. A faculty member who accepts such an assignment may at any time within two years elect to terminate their employment as provided in IV.H., or, if eligible under an early retirement plan, elect to retire under the plan.
2. As an alternative, the faculty member may be offered an administrative appointment in accordance with paragraph IV.A.4., but not necessarily continuing tenure, at a salary appropriate to the position.

If such an appointee does not continue tenure and is terminated within three years the faculty member will receive severance pay as indicated in IV.H. The faculty member may elect to terminate his employment with severance pay at any time within two years after acceptance of such an assignment as provided in IV.I., or, if eligible under an early retirement plan, may elect to retire under the plan.

3. If reassignment is not possible or is rejected, tenured faculty are provided a termination notice of no less than one calendar year, and are terminated subject to the provisions of IV.H.
4. Each faculty member whose appointment will not be continued due to termination of a school or regional campus will be given a personal letter from the Provost or the Senior Vice President for the Health Sciences expressly stating that a termination does not imply a negative judgment about a person's individual performance, but is due to a program change.
5. The Provost or the Senior Vice President for the Health Sciences will offer to send letters of explanation and professional resume on behalf of such persons to other institutions to assist in efforts to find them suitable placement elsewhere. The Office of the Provost or the Senior Vice President for the Health Sciences will provide assistance in placement and in appropriate counseling.
6. Tenured faculty terminated under the provisions of this section receive severance pay, other non-University employment notwithstanding, in accordance with the following.

H. Severance Pay.

1. Faculty with less than 8 years service in a tenured or tenure-stream appointment are eligible to receive 12 months of severance pay.

NOTE: A month of severance pay is based on the average annual earnings over the preceding 3 years divided by 12, or the last contract year salary divided by 12

as of the date of termination, whichever is greater. Severance pay cannot exceed in years the remainder of 70 (or preselected early retirement age) minus the age of the faculty member computed to the nearest birthday. See Exhibit A for example calculation.

2. Faculty with 8 or more years service in a tenured or tenure-stream appointment are eligible to receive 12 months of severance pay plus one month's pay for each full year of service in excess of 8 years.

I. Optional Term Appointment or Retirement In Lieu of Severance Pay

1. At the discretion of the University administration and with the agreement of the affected faculty, a term appointment or retirement may be selected in lieu of severance pay as provided below.
 - a. Term Appointments - In place of termination with severance pay, a tenured faculty member may be offered a full or part-time terminal appointment for a period and at a salary and fringe benefits mutually agreed upon. During the terminal appointment, the faculty member may resign at any time, effective with the completion of teaching in the current term or session, to accept another position or to accept retirement.
 - b. Modified Retirement - As an alternative to termination with severance pay, a faculty member eligible for retirement whose appointment is to be terminated may elect to retire. Upon retirement, he may be offered a part-time University appointment at a salary and fringe benefits, and for a period mutually agreed upon by the University and the faculty member.
2. Tenured faculty who are eligible to retire under an early retirement incentive plan may elect to do so in lieu of severance pay.

V. EXHIBIT

[Exhibit A – Calculation of Severance Pay](#)

VI. REFERENCE

[Policy AC 64, Termination Due to Reorganization or Termination of Academic Programs](#)
(formerly 02-02-09)