

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION**

**KASTURI HALDAR,**

Plaintiff,

v.

**UNIVERSITY OF NOTRE DAME DU LAC,  
SANTIAGO SCHNELL, and CINDY  
PARSEGHIAN,**

Defendants.

Cause No. 3:24-cv-836

**VERIFIED COMPLAINT**

Plaintiff Kasturi Haldar (“Dr. Haldar”) brings this action for discrimination, retaliation, breach of contract, and tortious interference with contract against Defendants University of Notre Dame du Lac (“Notre Dame”), Santiago Schnell (“Schnell”), and Cindy K. Parseghian (“Parseghian”). Dr. Haldar, an Asian woman of Indian national origin, is an eminently respected scientist and expert on rare and neglected diseases. For the past 14 years, she has been employed as a tenured professor in the College of Science and until May of 2022, as the Director of the Center for Rare and Neglected Disease (“CRND”) at Notre Dame, and has received numerous recognitions for her achievements.

When Schnell was appointed Dean of the College of Science of Notre Dame, he subjected Dr. Haldar to unfair scrutiny, treated her unequally based on her race, national origin, age, and gender, terminated her appointment as director of the CRND, and imposed restrictions on her research operations that made it nearly impossible for her lab to conduct its research. Upon information and belief, Schnell did so at the request of Cindy Parseghian, a member of the Board of Trustees and former president of the Parseghian Foundation who exerts tremendous influence at the University. Despite Dr. Haldar’s compliance with Schnell’s onerous restrictions,

in September 2024 he made several unfounded allegations about Dr. Haldar and decided to close her lab. In terminating Dr. Haldar's directorship, restricting her work, removing her endowed professorship, and closing her lab, Defendants discriminated against Dr. Haldar based on her race and gender. Defendant Notre Dame breached Dr. Haldar's employment contracts and the covenant of good faith and fair dealing, and the individual defendants tortiously interfered with those contracts.

### **NATURE OF THE ACTION**

1. Dr. Haldar brings claims for race and ethnicity discrimination in violation of Section 1981 of the Civil Rights Act of 1870, 42 U.S.C. § 1981 ("Section 1981") against all Defendants.
2. Dr. Haldar brings claims for breach of contract and breach of the covenant of good faith and fair dealing against Defendant Notre Dame.
3. Dr. Haldar brings claims for tortious interference with contract against Defendant Parseghian and Defendant Schnell.
4. Dr. Haldar brings claims for race, national origin, gender, and age discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* ("Title VII"), and the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* ("ADEA") against Defendant Notre Dame.

### **JURISDICTION AND VENUE**

5. The Court may exercise original subject-matter jurisdiction over this action because it arises under the laws of the United States. 28 U.S.C. § 1331.
6. The Court may exercise supplemental jurisdiction over the state and common law claims because they are part of the same case or controversy. 28 U.S.C. § 1367.

7. Defendants' violations of Plaintiff's civil rights, breaches of contract, and tortious interference with her contracts occurred in this district.

8. The Court may exercise personal jurisdiction over Defendants.

9. Defendant Notre Dame is an Indiana corporation that conducts business in this judicial district, and is headquartered in Notre Dame, St. Joseph County, Indiana.

10. Defendant Santiago Schnell is a citizen of Indiana who resides in Indiana.

11. Upon information and belief Defendant Cindy Parseghian is a citizen of Arizona and Indiana.

12. Venue is appropriate in this judicial district because the events giving rise to the action occurred here. 28 U.S.C. §§ 1391(b)(2).

### **THE PARTIES**

13. Dr. Haldar is a citizen of Cook County, Illinois.

14. Dr. Haldar is a professor of biological sciences in the Department of Biological Sciences, College of Science, at Notre Dame and was the founding Director of the CRND.

15. Notre Dame is a private research university that operates from its principal location at 300 Main Building, Notre Dame, IN 46556.

16. Defendant Santiago Schnell is the current dean of the College of Science at Notre Dame.

17. Defendant Cindy Parseghian is an individual who was, until 2016, president of the Ara Parseghian Medical Research Foundation. In 2016, the Foundation became an official part of Notre Dame and was renamed the Ara Parseghian Medical Research Fund. Defendant Parseghian is a member of Notre Dame's Board of Trustees.

18. At all relevant times, the Dean of the College of Science has acted as Notre Dame's agent and has overseen the CRND and the Department of Biological Sciences.

### **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

19. On July 18, 2022, Dr. Haldar filed a complaint with the Equal Employment Opportunity Commission ("EEOC") alleging that Notre Dame's actions up to and including imposing the May 2022 restrictions on her lab constituted discrimination on the basis of race, national origin, gender, and age.

20. On October 8, 2024, the EEOC issued Dr. Haldar a right to sue letter.

21. Dr. Haldar has fully complied with her administrative obligations under Title VII and the ADEA.

### **FACTS**

22. Dr. Haldar, a 67-year-old Asian woman of Indian national origin, is a highly respected expert on rare and neglected diseases. She has been a professor for 36 years, holding tenured positions at Stanford University, Northwestern University, and Notre Dame since 1994. In her decades as a professor, she has mentored scores of students, fellows and staff and provided outstanding scientific training to generations of scientists.

23. Schnell is a white man of Hispanic descent.

24. Parseghian is a white woman.

25. On March 31, 2008, Notre Dame hired Dr. Haldar as a full professor with tenure, effective July 1, 2008. She was appointed to an endowed chair, the Rev. Julius A. Nieuwland C.S.C. Professor of Biological Sciences. *See* Exhibit A, March 20, 2008 Offer Letter.

26. She was also appointed the director of the new CRND for an initial term of five years ("CRND Contract"). *Id.*

27. On April 8, 2008, Dr. Halдар and Notre Dame entered into a contractual relationship in which Dr. Halдар agreed to serve as the Julius A. Nieuwland Chair in Biochemistry with tenure in the Department of Biological Sciences (“Faculty Contract”). The Parties executed a faculty contract. *See* Exhibit B, April 8, 2008, Faculty Contract.

28. The Faculty Contract was subject to the provisions of Notre Dame’s Academic Articles as amended. *See* Exhibit B; Exhibit C, Academic Articles, Article IV (setting out rules for governance of “The Faculty”).

29. Section 2 of the Faculty Contract requires Dr. Halдар to commit to “full-time teaching, research, publication, and public service . . . [and] other such collateral activities including direction of students, administrative work[.]” Exhibit B, ¶ 2.

30. Pursuant to the Academic Articles, Notre Dame may impose severe sanctions on a faculty member—including dismissal from employment, demotion, suspension, and salary reduction—only for “serious cause.” Exhibit C, § 9(b).

31. “Serious cause” is defined in the Academic Articles to include “professional incompetence,” “neglect of academic duties, regulations, or responsibilities,” and “significant and deliberate personal or professional misconduct.” Exhibit C, § 9(a).

32. To impose “severe sanctions” Notre Dame must follow procedures set forth in Section 9(c) of the Academic Articles. Section 9(c) sets out a multi-step process the University must follow if it seeks severe sanctions against a faculty member. Those steps include (1) notice and an opportunity to resolve the matter between the Provost and the faculty member; (2) the faculty member’s right to request a hearing or submit a written response; (3) detailed provisions for the conduct of the hearing; (4) the faculty member’s right to appeal if the Provost imposes

severe sanctions; and (5) provisions governing confidentiality, deadlines, indemnification, and timing of dismissal, if any. *See* Exhibit C, § 9(c).

33. The Academic Articles separately provide faculty the right to grieve unfair and unprofessional treatment outside the context of severe sanctions. Under the Academic Articles actions that can be grieved include “violations of academic freedom, . . . involuntary repositioning within the University; and unilateral alteration of the terms of appointment.” *See* Exhibit C, § 12.

**For fourteen years, Dr. Haldar excels in her roles as tenured professor and director of the CRND**

34. Dr. Haldar started work at Notre Dame on August 22, 2008.

35. Dr. Haldar was appointed as the James Parson and Carrie Quinn Director of the CRND, recognizing that funding for the CRND came from the Parson and Quinn endowment, which Dr. Haldar had helped to raise.

36. During Dr. Haldar’s tenure at Notre Dame, she performed all her duties under her contracts.

37. She founded and taught undergraduate and graduate courses and seminars relating to rare-disease research and patient advocacy, which were foundational to the establishment of the minor in Science and Patient Advocacy in the College of Science in 2021.

38. At Notre Dame, Dr. Haldar, together with her lab personnel, was awarded four patents and established partnerships with pharmaceutical companies.

39. During Dr. Haldar’s tenure at Notre Dame, she attracted over \$2 million in rare disease research donations and helped raise \$7 million in endowment funds for the CRND.

40. The funds were donated with the expectation that they would be used to further develop new research and treatments under Dr. Haldar’s direction of the CRND.

41. During Dr. Haldar's tenure she also attracted over \$11 million in federal grants to her lab.

42. On July 29, 2014, the dean of the College of Science renewed the CRND Contract for a term of three years by reappointing Dr. Haldar as the CRND director through June 30, 2017. *See* Exhibit D, July 29, 2014, Reappointment Letter.

43. Under the terms of the reappointment, she was to have an annual review and report to the dean of the College of Science "both operationally and administratively." *See id.*

44. Dr. Haldar was renewed as CRND director after a review conducted in 2017-2018 and served as CRND director until she was dismissed from that position in May 2022. While Notre Dame stopped issuing reappointment letters to Dr. Haldar after 2014, it manifested its continued renewal of those three-year appointments by holding Dr. Haldar out as the CRND director, treating her as the CRND director, and paying her for her work as CRND director.

45. Cindy Parseghian was the president of the Parseghian Foundation and an influential member of the Board of Trustees of Notre Dame.

46. Cindy Parseghian did not want Dr. Haldar to be hired as the director of the CRND when it was founded in 2008. She had wanted Notre Dame to hire Paul Helquist, a white male Notre Dame professor of chemistry.

47. In 2014, the CRND was renamed the Boler-Parseghian Center for Rare and Neglected Diseases, reflecting the contributions of the Parseghian and Boler Foundations.

48. After the Center was renamed in 2014, then-Dean Greg Crawford asked Dr. Haldar to invite Paul Helquist to be the deputy director of the CRND. Upon information and belief this request was made to appease Cindy Parseghian. Dr. Haldar complied with the Dean's request. Dr. Helquist declined the invitation because of other commitments.

49. In 2019, Dr. Haldar attempted to attend a conference at Notre Dame on Niemann Pick Type C, a disease in which Dr. Haldar has conducted research. Parseghian refused to allow Dr. Haldar entry to the conference. At the conference, Parseghian falsely accused Dr. Haldar of stealing Paul Helquist's scientific results. Despite Notre Dame administrators learning of this accusation and knowing it to be false, none of them took steps to address Parseghian's actions or ensure that Dr. Haldar's reputation was not harmed by these defamatory statements.

50. In 2019, Parseghian also told Dr. Haldar because she did not like her because Dr. Haldar did not represent "her" (Parseghian's) Notre Dame. Dr. Haldar understood this to be a reference to her race, ethnicity, and national origin.

51. In 2019 then-Dean of the College of Science Mary Galvin urged Dr. Haldar to resign as the director of the CRND because Cindy Parseghian "did not like her," and because of the allegations Parseghian had made about Dr. Haldar. Galvin agreed with Dr. Haldar that Parseghian's accusations were untrue, but nonetheless told her that because Parseghian was both a donor and on the Board of Trustees, Galvin was going to do what Parseghian wanted.

52. Dr. Haldar refused to step down from the position Notre Dame had hired her to fill and consulted with the Provost and Associate Provost for Faculty Affairs. After Dr. Haldar notified those administrators about Galvin's attempt to force her resignation to appease Parseghian, Galvin stopped raising that issue with Dr. Haldar.

**Schnell discriminates against Dr. Haldar and looks for pretext to force her out of her positions**

53. In August 2021, Notre Dame appointed Schnell as the dean of the College of Science.

54. As dean of the College of Science, Schnell's responsibilities included overseeing the Department of Biological Sciences and the CRND.



55. On September 29, 2021, during a meeting between Dr. Haldar and Schnell, Schnell asked Dr. Haldar to resign from her position as director of the CRND.

56. During this meeting, Schnell proposed a plan to Dr. Haldar in which Notre Dame would hire a new “mid-career” associate professor who Dr. Haldar would then “groom” to take over as CRND director once they had been promoted to full professor.

57. Schnell told her that he was “just following orders” in asking her to step down.

58. On information and belief, Schnell was acting on the orders of Parseghian or a Notre Dame administrator seeking to effectuate Parseghian’s desire to have Dr. Haldar removed.

59. Dr. Haldar had reasonably expected her to remain as director of CRND for the remainder of her career at Notre Dame prior to this conversation with Schnell.

60. Dr. Haldar reluctantly agreed to step down when a new CRND director was ready to take over. She understood she would play an important role in the transition, and the transition would happen in 2023, because it would take at least two years to conduct a faculty search for the next director, hire them, then train and promote them to be able to take over as CRND director.

61. A week after Dr. Haldar and Schnell’s meeting, Schnell began to exclude Dr. Haldar from meetings about the CRND.

62. On November 3, 2021, Dr. Haldar met with Schnell and Steve Corcelli, an associate dean, who informed Dr. Haldar that a postdoctoral fellow in Dr. Haldar’s lab, had complained about lack of mentorship and support from Dr. Haldar, and claimed Dr. Haldar had discouraged her from taking vacations.

63. Dr. Haldar provided evidence to Schnell and Corcelli that refuted these claims, including many emails providing mentorship and encouraging to take vacations.

64. Later that month, Dr. Haldar and a colleague learned the fellow had engaged in research misconduct, had lost data and lied to the professors she was working with about the data, and the administration had eventually deemed her a potential security threat to the Haldar lab and had to take measures to ensure the lab's security and lab personnel's safety.

65. On November 29, 2021, Dr. Haldar received a letter where Schnell instructed Dr. Haldar that she should impose written policies for "regular working hours and vacation" in her lab for the lab personnel, who were both employees and students at the university.

66. Some of the policies Schnell asked for would be impossible in a lab like Dr. Haldar's. While lab technicians kept regular hours of 8:00 a.m. to 5:00 p.m., with an hour for lunch, students worked in the lab around their class schedules, which Dr. Haldar had no hand in creating.

67. Dr. Haldar allowed her employees flexibility in designing their schedules to accommodate family responsibilities and the nature of the work, which sometimes required night and weekend work to tend to experiments. Dr. Haldar had a conversation with her lab personnel about imposing regular working hours on them. Her employees stated they preferred flexibility.

68. Dr. Haldar asked her employees to provide weekly summaries of their work, on which she gave written feedback. She also met with her lab personnel regularly to discuss the progress of their work.

69. The letter from Schnell also ordered Dr. Haldar to provide consistent mentoring to laboratory personnel and treat research team members with "respect and compassion."

70. Dr. Haldar was baffled by the assumptions underpinning these instructions.

71. On or about December 4, 2021, Dr. Haldar emailed Maura Ryan, Vice President and Associate Provost for Faculty Affairs, and requested to meet with Schnell in the presence of

an independent faculty affairs monitor to better understand Schnell's concerns that resulted in his directives to her lab. Ryan said Dr. Haldar should meet with Schnell and that Ryan would join that meeting.

72. On December 30, 2021, Schnell emailed Dr. Haldar responding to her request to meet and assured her that he would meet with her.

73. Despite his assurances, Schnell never met with Dr. Haldar or further explained his directives.

**Dr. Haldar learns of an investigation into her lab**

74. On February 22, 2022, Lynn Kalamaros, Faculty Affairs Specialist of the Office of Institutional Equity ("OIE"), informed Dr. Haldar that the OIE had been investigating her lab since November 2021.

75. On February 24, 2022, Dr. Haldar met with Kalamaros and learned that Schnell had used the fellow's complaint by as the basis for the OIE to launch an investigation into Dr. Haldar's lab.

76. Kalamaros informed Dr. Haldar that she had interviewed an unidentified number of lab personnel from Dr. Haldar's lab from the previous five or six years. Schnell had provided her with a list of which employees to interview.

77. Kalamaros said that she had culled eleven complaints about the way Dr. Haldar engaged with and mentored her lab personnel. Kalamaros never indicated how many individual people these complaints came from. The complaints included: a single allegation that Dr. Haldar yelled in a meeting, some complaints that Dr. Haldar did not grant requests for time off or questioned the need for time off, and complaints about Dr. Haldar not providing as much feedback, including not responding to emails on the weekend, as the lab personnel wanted.

78. Dr. Haldar provided extensive, documentary evidence to address the concerns and allegations. Kalamaros did not appear to consider the evidence Dr. Haldar submitted. Moreover, Dr. Haldar explained that these minor interpersonal issues had been raised and addressed already within the lab at the time they arose, pursuant to Notre Dame's Human Resources "Steps for Workplace Issue Resolution."

**Schnell terminates Dr. Haldar's appointment as director of the CRND and drastically changes the terms and conditions of her employment.**

79. On May 10, 2022, Schnell terminated Dr. Haldar's appointment as director of the CRND, claiming that Dr. Haldar had violated the University's Respectful Environment Policy in her interactions with her lab personnel.

80. The Respectful Environment Policy a policy is that is not mentioned or incorporated into the Academic Articles or Dr. Haldar's Faculty Contract.

81. The grounds Schnell gave as the basis for his decision were not allegations that Kalamaros had disclosed to Dr. Haldar from the OIE investigation, and Dr. Haldar was never given an opportunity to respond to the allegations Schnell made in his May 10, 2022, letter before he used them as the basis to impose sanctions on her.

82. The grounds Schnell gave as the basis for his decision were related only to Dr. Haldar's interactions with lab personnel; there were no allegations that Dr. Haldar had done anything in her role as CRND director that warranted termination of that position.

83. Schnell also restricted Dr. Haldar's access to donor funds earmarked for her rare disease research and imposed draconian restrictions on her lab including:

- You will not be allowed to accept new research faculty, postdoctoral fellows, research staff, graduate students, or other researchers under your supervision.

- Your current postdoctoral and graduate student advisees will be co-advised with another faculty member, and you will not be allowed to take on new graduate students. Your department chair will select the faculty co-advisors.
- You will continue to teach, but you are not allowed to advise undergraduate theses or other vehicles for undergraduate student research.

84. Schnell and Notre Dame imposed these restrictions on Dr. Haldar's research operations for *three years*, without offering guidance, support, or objective metrics to meet.

85. The effect of these draconian restrictions was to bring Dr. Haldar's research to a halt, as she could not apply for grants without being able to hire employees to perform the work under those grants, and she could not move her lab to a new university while under these restrictions.

86. That same day, the College of Science unilaterally announced that Dr. Haldar was "stepping aside" as director of the CRND, before she had even received the letter notifying her of these changes to her employment.

87. As CRND Director, Dr. Haldar had been allowed to take three months' salary each summer from CNRD endowments. When she was removed she lost this supplemental salary.

88. The University imposed these severe sanctions without following the procedures outlined in Section 9(c) of the Academic Articles, which provides faculty members with notice, the potential to resolve the concerns, the right to a hearing, and the right to appeal any decision to the President, among other procedural protections *See* Exhibit C, § 9(c).

89. Notre Dame chose Jason Rohr and Schnell, two younger white men, to replace Dr. Haldar as joint directors of the CRND. Rohr was to oversee research in neglected infectious diseases and Schnell was to oversee research in rare diseases, although neither had experience in

developing new therapies for neglected and/or rare diseases, a major focus for the CRND.

Schnell had no expertise in rare or neglected research at all.

90. On June 10, 2022, Schnell told Dr. Haldar that if she were to apply for a grant from the National Institutes of Health (“NIH”), then Notre Dame would notify NIH that disciplinary action had been taken against her. In this context he also indicated that he understood that because of the hiring restrictions he placed on the lab, Dr. Haldar could not make the hiring commitments needed for an NIH grant.

91. Upon information and belief, there have been complaints about at least one white male professor in the Biological Sciences department engaging in bullying and abusive behavior towards his students and employees. Notre Dame did not impose the kinds of restrictions on that professor that it imposed on Dr. Haldar.

**Schnell continues to interfere with Dr. Haldar’s work despite her compliance with his unreasonable restrictions**

92. Between May 2022 and November 2023, Dr. Haldar did her best to keep her lab running under Schnell’s restrictions. In that eighteen-month period, her lab dwindled from six employees to just Dr. Haldar, one research assistant professor, and one Ph.D. student as other employees finished their terms in the lab and left to pursue graduate school or post-graduate employment.

93. Dr. Haldar, following the University’s Academic Articles that are incorporated into her employment contract, filed a faculty grievance regarding Schnell’s actions, including alleging that she believed them to be discrimination on the basis of her gender, national origin, and age.

94. On March 24, 2023, Provost John McGreevey notified Dr. Haldar that the faculty grievance committee that considered her grievance recommended leaving Schnell's restrictions in place.

95. On March 28, 2023, however, the faculty grievance committee issued further recommendations related to Dr. Haldar's grievance, noting that while they were leaving in place Schnell's decision, he had engaged in "administrative malpractice" leading up to Dr. Haldar's dismissal as director of CRND.

96. The faculty grievance committee also recommended adding the University's Respectful Environment Policy to the Faculty Handbook, recognizing that it was not previously incorporated into any policies that bind faculty.

97. Under the arbitrary restrictions Schnell put in place for Dr. Haldar's lab, she was allowed to use funds donated for the study of rare diseases at the discretion of the new CRND directors, Schnell and Dr. Rohr.

98. Between May 2022 and November 2023, Dr. Haldar applied for approval to use those funds through the standard Notre Dame approvals process, which included Schnell's office signing off on the use of funds. The use of the funds was approved. Rohr also knew Dr. Haldar was using the funds for her NKH research.

99. In November 2023, Senior Director of Strategic Initiatives Allison Slabaugh ("Slabaugh") contacted Dr. Haldar and alleged that she had been inappropriately using the rare disease funds for rare disease research.

100. Slabaugh told Dr. Haldar that Schnell was rescinding authority to use those funds.

101. Some of the funds in question were donated by families of people affected by Non-ketotic hyperglycinemia (NKH). These families donated the funds on the understanding that

they would be used to breed a specialized colony of mice for Dr. Haldar's lab to conduct experiments.

102. The breeding process had taken over a year to result in mice ready to be used for experiments and in November 2023, the mice were finally ready to be bred further to expand into colonies suitable for Dr. Haldar's lab to use in experiments.

103. Notre Dame's decision to bar the use of the NKH funds prevented Dr. Haldar from creating the mouse colonies she needs for her experiments.

104. Between November 2023 and February 2024 Dr. Haldar repeatedly asked Schnell's office to provide the funds necessary to keep the mice alive; Schnell's office refused to do so.

105. Notre Dame did not alert the donors that it had shut down the research for which they donated their funds. Dr. Haldar repeatedly asked administrators at Notre Dame to update the donors about the ban on using their funds; no one did.

106. In February 2024, when donors asked Dr. Haldar to provide an update on her research—something she did frequently at their request—Dr. Haldar asked Slabaugh and Kara Primmer (Director of Foundation Relations) to join the meeting with the families and explain why Notre Dame had put a stop to the research they were funding. Slabaugh and Primmer chose not to attend the meeting.

107. When Dr. Haldar explained to the families that her lab had not been allowed to work on NKH research since November 2023, and that the mouse colonies were in a precarious situation because Notre Dame refused to pay to have them maintained, the donors became upset, concerned that years of fundraising and research were about to be wasted if the mouse colonies died.



108. On February 28, 2024, after the donors raised their concerns about the interference with Dr. Haldar's research to Notre Dame administrators, Provost Maura Ryan banned Dr. Haldar from communicating with donors and banned her from attending the 15<sup>th</sup> Annual Conference for Advancing Rare Disease Research—a conference Dr. Haldar had created and spoken at each year since its inception.

109. Despite her disagreement with Provost Ryan's edict that she was not permitted to talk to the donors who funded her work, Dr. Haldar complied with this directive.

110. Donors, with whom Dr. Haldar had a very close relationship after years of working together to try to research a cure for their family members' rare diseases, continued to reach out to Dr. Haldar for updates and answers on where the research stood over the subsequent months. Dr. Haldar was required to ignore their outreach, significantly damaging personal and professional relationships Dr. Haldar had spent a decade building.

111. Dr. Haldar had been invited to speak at the NKH Crusaders' conference in April 2024; an event she attended every year. Provost Ryan barred Dr. Haldar from attending the conference.

112. Notre Dame continued to refuse to allow Dr. Haldar to use the rare disease funds Dr. Haldar had raised from donors to conduct rare disease research.

113. On September 6, 2024, Schnell wrote Dr. Haldar making false allegations against Dr. Haldar, including that she had "harassed" donors and patients in February 2024, and that she had attempted to obtain control of a university account with the U.S. government used for submitting grant proposals. He also criticized Dr. Haldar for asking a former colleague if she could review an abstract the colleague had written before deciding whether to agree to the colleague's suggestion that Dr. Haldar be listed as an author on the abstract.

114. In his September 6, 2024, letter Schnell also criticized Dr. Haldar for failing to obtain NIH grants. Dr. Haldar's NIH grant applications were related to her work on malaria. Due to Schnell's ban on Dr. Haldar hiring staff for her lab, she no longer has any staff who work on malaria, making it impossible for her to obtain grants to perform that work.

115. In the September 6, 2024 letter Schnell imposed the following new restrictions on Dr. Haldar:

- a) Making permanent the May 10, 2022 restrictions;
- b) An immediate prohibition on supervising any students, employees, or faculty;
- c) An immediate prohibition on serving as principal investigator or co-principal investigator on any new grants or contracts;
- d) Closure of her laboratory on or before December 12, 2024;
- e) Revocation of the annual \$40,000 discretionary fund associated with her named professorship;
- f) Closure of all of Dr. Haldar's other funds by December 12, 2024.

116. On September 11, 2024, Dr. Haldar's department chair sent her a letter alerting her that she was removed as an advisor from her Ph.D. student's thesis committee, and that in light of the closure of her laboratory he was increasing her teaching load effective Spring 2025.

117. Schnell did not provide Dr. Haldar an opportunity to respond to any of his outlandish allegations before imposing this draconian punishment on her.

118. Pursuant to Notre Dame's Academic Articles, Dr. Haldar sent a letter to Schnell on September 16, 2024, asking to attempt to resolve the concerns he raised and providing her perspective on his allegations. He responded on September 18 that he had a "very different view" of the facts he alleged than did Dr. Haldar, but did not explain his view. He stated he would not reconsider his decision to close her lab.

119. Dr. Haldar responded on September 20 asking for a conversation to understand Schnell's view of the facts and his response to the information she provided. On October 8, 2024, Schnell responded to Dr. Haldar's email stating he would not provide any context or

explanation for his decision, and invited her file a faculty grievance if she disagreed with his decision.

120. On October 10, 2024, Dr. Haldar filed a faculty grievance about Schnell's decision to close her laboratory.

### **Consequences of the closure of the Haldar Lab**

121. Dr. Haldar has been notified that the mice specially bred for her lab's NKH research will be bred for the last time on October 11, 2024. As of October 31, 2024, there will be no new mice being born, and all breeder parents will be euthanized. Any interruption in the breeding of the mice engenders months of setbacks to Dr. Haldar's research. If breeding is halted after the October 11, 2024 breeding, and the existing mouse colonies are euthanized (as they will be by mid-late November 2024), it would take 5-7 years to breed new colonies from scratch that meet the lab's current needs for NKH research.

122. Dr. Haldar's lab also works genetically engineered parasite strains needed to develop drugs to overcome resistance to leading antimalarial drugs. Her lab is the only lab in the world working with these reagents. If her lab is shut down, the reagents will be destroyed. Re-creating those strains would require hiring and training personnel to engineer the strains, which would take at least 12-18 months. Once there are trained personnel, it will take at least another five years to establish the genetically modified parasites.

123. If the closure of the lab continues, even if that decision is later reversed it would take 5-7 years for the lab to re-create the biological materials necessary to resume research, if the lab personnel are successful in re-creating these delicate materials.

124. Dr. Haldar's lab currently has a partnership with the government of Bangladesh on a program to eliminate malaria in that country by 2030. The closure of the lab will impede the Bangladeshi government's achievement of this goal.

125. The closure of Dr. Haldar's lab is a significant blow to the rare and neglected disease research community.

126. The closure of Dr. Haldar's lab will prevent the development of new therapies for NKH and Kabuki Syndrome, two rare diseases with high unmet need and no curative treatments, as well as non-opioid therapy for chronic pain. Dr. Haldar's lab recently developed a drug to treat intellectual disability in mice with Kabuki Syndrome. The closure of her lab will hamper the possibility of moving that drug into human testing. Dr. Haldar's lab has developed gene therapies that can prevent severe pathology in the brains of mice with NKH. The closure of her lab will put an end to this research and development for treatment in human patients.

127. Dr. Haldar's Ph.D. student, who is nine months away from completing his Ph.D., will be required to start his research over in a new lab, adding years to his Ph.D. program and delaying his ability to start his career.

128. The actions taken against Dr. Haldar constitute a substantial and dramatic change to the terms and conditions of her employment, limit her academic freedom, and breach her Contracts.

129. Dr. Haldar has sustained significant damages including lost wages, injury to professional reputation and career opportunities, and emotional distress because of Defendants' actions.

**COUNT I**  
**RACE DISCRIMINATION AND RETALIATION IN VIOLATION OF 42 U.S.C. § 1981**  
**(against all Defendants)**

130. Plaintiff incorporates and re-alleges the preceding paragraphs as if fully set forth herein.

131. Section 1981 prohibits discrimination within a contractual relationship based upon an employee's race. 42 U.S.C. § 1981.

132. At all relevant times, Notre Dame was Plaintiff's employer, and both Schnell and Parseghian exerted control over her employment due to their positions.

133. Plaintiff had a contractual relationship with all Defendants.

134. Defendants violated Section 1981 by subjecting Plaintiff to unequal treatment based upon her race. They did so by denying Plaintiff the benefits, privileges, and terms of her Contracts when Notre Dame terminated her directorship of the CRND and imposed severe, unnecessary restrictions on her laboratory, teaching, mentoring, and hiring.

135. After terminating Plaintiff from the directorship, Defendants replaced her with two white men who were less qualified for the position than Plaintiff.

136. After Dr. Halдар objected to this treatment, and raised concerns about race discrimination in her faculty grievance, EEOC complaint, and communications with the University, Defendants further discriminated and retaliated against Halдар by stopping funding for her research, prohibiting her from talking to donors, removing her from her endowed chair, and announcing the closure of her lab.

137. As a result of Defendants' actions, Dr. Halдар has sustained significant damages including lost wages and benefits, injury to professional reputation and career opportunities, and emotional distress. All damages continue to date.

**COUNT II**  
**BREACH OF CONTRACT**  
**(against Defendant Notre Dame)**

138. Plaintiff incorporates and realleges the preceding paragraphs as if fully set forth herein.

139. Dr. Haldar and Notre Dame entered into the Faculty Contract in which Dr. Haldar agreed to serve as a tenured professor. *See* Exhibit B.

140. Plaintiff performed her duties under the Faculty Contract.

141. Schnell, as Notre Dame's agent, breached the Faculty Contract when he imposed restrictions on Plaintiff's lab that substantially and materially worsened the terms and conditions of her employment, including by reducing her salary.

142. Schnell's restrictions imposed on Dr. Haldar's laboratory, mentoring, and hiring have inhibited Dr. Haldar's ability to perform her duties as a tenured professor and thus impinge on her rights as a tenured professor under the Faculty Contract.

143. The University imposed these severe sanctions without the process guaranteed in Section 9 of the Academic Articles, which are explicitly part of the Faculty Contract.

144. Additionally, the restrictions prevented Dr. Haldar from applying for research grants, which is also an expectation of her duties as a tenured professor.

145. Notre Dame, through Schnell, again breached its contract with Haldar when Schnell closed her lab in September 2024 without providing any of the process required by the Academic Articles.

146. As a result of Notre Dame's actions, Dr. Haldar has sustained significant damages including lost wages and benefits, injury to professional reputation and career opportunities, and emotional distress. All damages continue to date.

**COUNT III  
BREACH OF GOOD FAITH AND FAIR DEALING  
(against Defendant Notre Dame)**

147. Dr. Haldar realleges and incorporates by reference all the allegations above as though fully stated herein.

148. Dr. Haldar and Notre Dame entered into a contractual relationship in which Dr. Haldar agreed to serve as a tenured professor and the director of the CRND.

149. Dr. Haldar performed all of her obligations under the Contracts.

150. It was Dr. Haldar's reasonable expectation that she would continue to serve as director of the CRND, the Center she had led since its inception, until her retirement.

151. Notre Dame deprived Dr. Haldar of the reasonable expectations of the CRND Contract, including her appointment as Director of the CRND.

152. As a result of Defendant's violation, Dr. Haldar was unable to perform her duties as director of the Center, unable to perform her scientific work, and has suffered great distress and loss of professional standing.

153. It was Dr. Haldar's reasonable expectation that Defendant would allow her to perform her duties as a tenured professor, including operating her laboratory, mentoring students and staff, hiring lab personnel, and applying for grants.

154. It was Dr. Haldar's reasonable expectation that Defendant would provide the process guaranteed in her Faculty Contract before imposing discipline.

155. Dr. Haldar's Contracts are governed by the implied covenant of good faith and fair dealing.

156. As a result of Defendant's violation, Dr. Haldar is unable to perform her duties as a tenured professor and has been subjected to arbitrary discipline and punishment without the process that she is contractually entitled to.

157. As a result of Notre Dame's actions, Dr. Haldar has sustained significant damages including lost wages and benefits, injury to professional reputation and career opportunities, and emotional distress. All damages continue to date.

**COUNT IV  
TORTIOUS INTERFERENCE WITH CONTRACT  
(Against Cindy Parseghian)**

158. Plaintiff incorporates and realleges the preceding paragraphs as if fully set forth herein.

159. Dr. Haldar worked as the Director of the CRND pursuant to a contract with Notre Dame. *See* Exhibits A, D.

160. Dr. Haldar works as a professor pursuant to a contract with Notre Dame. *See* Exhibit B.

161. Plaintiff performed her duties under the CRND Contract and excelled in her role as Director of the CRND.

162. Plaintiff has performed and continues to perform her duties under the Faculty Contract and excelled in her role as a Notre Dame professor.

163. At all relevant times, Defendant Parseghian knew about Haldar's contracts and the parties' rights and duties thereunder.

164. Upon information and belief Defendant Parseghian pressured Notre Dame and Schnell to breach the CRND Contract and fire Plaintiff from her role as director.



165. Defendant Parseghian succeeded in persuading Schnell and Notre Dame to terminate Plaintiff's directorship, thereby breaching the CRND Contract.

166. Upon information and belief Defendant Parseghian's persistent desire to remove Dr. Haldar from Notre Dame was the impetus for Dean Schnell's actions against her, including closing Dr. Haldar's lab.

167. As a result of Notre Dame's actions, Dr. Haldar has sustained significant damages including lost wages and benefits, injury to professional reputation and career opportunities, and emotional distress. All damages continue to date.

**COUNT V**  
**TORTIOUS INTERFERENCE WITH CONTRACT**  
**(Against Santiago Schnell)**

168. Plaintiff incorporates and realleges the preceding paragraphs as if fully set forth herein.

169. Dr. Haldar worked as the Director of the CRND pursuant to a contract with Notre Dame. *See* Exhibits A, D.

170. Dr. Haldar works as a professor pursuant to a contract with Notre Dame. *See* Exhibit B.

171. Plaintiff performed her duties under the CRND Contract and excelled in her role as Director of the CRND.

172. Plaintiff has performed and continues to perform her duties under the Faculty Contract and excelled in her role as a Notre Dame professor.

173. At all relevant times, Defendant Schnell knew about Haldar's contracts and the parties' rights and duties thereunder.

174. Schnell conspired with defendant Parseghian to interfere with Dr. Haldar's contracts.

175. Schnell terminated Plaintiff from her position as CRND Director with no legitimate justification, causing Notre Dame to breach the CRND Contract.

176. Schnell made false allegations against Plaintiff and closed her lab, causing Notre Dame to breach her Faculty Contract.

177. As a result of Schnell's actions, Dr. Haldar has sustained significant damages including lost wages and benefits, injury to professional reputation and career opportunities, and emotional distress. All damages continue to date.

**COUNT VI**  
**DISCRIMINATION IN VIOLATION OF TITLE VII (42 U.S.C. § 2000e et seq.)**  
**(Against Notre Dame)**

178. Plaintiff incorporates and realleges the preceding paragraphs as if full set forth herein.

179. Plaintiff is an Asian woman of Indian national origin.

180. Plaintiff was highly qualified for the position of CRND Director and performed the position well.

181. Defendant removed Plaintiff from her job as CRND director and replaced her with two white men who had less experience and less ability to perform the job than Plaintiff.

182. Defendant imposed restrictions on Plaintiff's ability to perform her job that it did not impose on similarly situated white male professors.

183. Defendant closed Plaintiff's lab.

184. Defendant's reasons for taking these actions were discriminatory, untrue, and not based in fact.

185. As a result of Notre Dame's actions, Dr. Haldar has sustained significant damages including lost wages and benefits, injury to professional reputation and career opportunities, and emotional distress. All damages continue to date.

**COUNT VII**  
**DISCRIMINATION IN VIOLATION OF THE ADEA (29 U.S.C. § 621 *et seq.*)**  
**(Against Notre Dame)**

186. Plaintiff incorporates and realleges the preceding paragraphs as if full set forth herein.

187. In 2022, Plaintiff was 65 years old.

188. Plaintiff performed her job as CRND Director well from 2008-2022.

189. In 2022 Defendant removed Plaintiff as director of the CRND, and replaced her with two younger professors who did not have the experience or expertise to perform the job. In notifying Plaintiff of the desire to remove her as CRND Director, Dean Schnell specifically indicated he wanted to replace her with someone younger; a "mid-career" scientist.

190. Dr. Haldar's age was a motivating factor in Defendant's decision to remove Plaintiff as CRND Director.

191. As a result of Notre Dame's actions, Dr. Haldar has sustained significant damages including lost wages and benefits, injury to professional reputation and career opportunities, and emotional distress. All damages continue to date.

**PRAYER FOR RELIEF**

192. WHEREFORE, Plaintiff Kasturi Haldar requests that this Court:

- a) Issue an emergency *ex parte* restraining order preventing Notre Dame from closing Dr. Haldar's laboratory or stopping payment for experiments and materials related to her lab's research and hiring of new personnel;
- b) Issue a permanent injunction requiring defendants to lift the restrictions placed on Dr. Haldar's laboratory since 2022;
- c) Reinstate Dr. Haldar the Rev. Julius A. Nieuwland C.S.C. Professor of Biological Sciences with access to the discretionary funds attendant to that position;
- d) Award Plaintiff compensatory and punitive damages in an amount to be determined at trial;
- e) Award Plaintiff reasonable costs and expenses of this action and reasonable legal fees as provided by applicable law;
- f) Award Plaintiff all other damages as permitted by applicable law;
- g) Grant all such other relief, including injunctive relief, as this Court deems equitable and just.

**JURY DEMAND**

Dr. Haldar respectfully demands a trial by jury of all issues raised in this Complaint.

Dated: October 11, 2024

Respectfully submitted,

KASTURI HALDAR

By: /s/ Courtney Endwright

Sandra L. Blevins, Atty. No. 19646-49  
Courtney E. Endwright, Atty. No. 30557-49  
BETZ + BLEVINS  
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Indianapolis, Indiana 46204  
Office: (317) 687-2222  
Fax: (317) 687-2221  
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[ngibbons@zalkindlaw.com](mailto:ngibbons@zalkindlaw.com)

*\*Applications for admission pro hac vice  
forthcoming*

**Verification of Complaint**

I, Kasturi Haldar, hereby affirm on this 11 day of October 2024, under the pains and penalties of perjury, that the factual allegations in this Complaint are true and accurate to the best of my knowledge, information, and belief.

*Kasturi Haldar*

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Kasturi Haldar

# EXHIBIT A



UNIVERSITY OF  
NOTRE DAME

COLLEGE OF SCIENCE  
OFFICE OF THE DEAN

168 Hurley Hall  
Notre Dame, Indiana  
46556-4618 USA

Joseph P. Marino  
*William K. Warren Foundation Dean*

*Telephone (574) 631-6456*  
*Facsimile (574) 631-8149*  
*E-mail marino.12@nd.edu*

March 20, 2008

Professor Kasturi Haldar  
1632 North Lasalle Drive  
Chicago, IL 60614

Dear Kasturi:

On behalf of the College of Science, the Department of Biological Sciences, and with the approval of Provost Thomas G. Burish, I am delighted to make the following offer of appointment to you. The appointment is at the rank of full professor, with tenure, officially beginning August 22, 2008, at a salary of \$187,500 for the nine-month academic year. The University policy, with new appointments is to pay the nine-month salary over twelve months beginning July 1. The usual summer months for grants are June, July and August. Since you plan to join the faculty in July, and there won't be sufficient time to transfer your grants for summer salary, we will advance you three months summer salary. This will be added to your nine-month salary beginning July 2008, and you will receive the total in twelve equal payments.

We will also appoint you to the Julius A. Nieuwland Chair in Biochemistry. This is an endowed chair which will provide an annual discretionary fund of \$40,000, as long as your productivity and funding levels continue in the manner currently exhibited. You may be interested in knowing that Father Nieuwland, a distinguished early science figure in Notre Dame's history, is credited with discovering the key chemical processes that led to the development of the synthetic rubber, neoprene. This is one of the most prestigious chairs offered by the University and the College of Science; and I am very excited about the prospect of your carrying on Father Nieuwland's legacy for scientific excellence. While all official offers come from the Provost's Office, this offer has been fully discussed with the provost and he shares my enthusiasm in your recruitment. You should expect the formal offer letter from the provost in short order.

In order to relocate your research lab to Notre Dame, the college and University will renovate approximately 3,000 square feet of lab/office space on the first floor of Galvin. Consistent with your discussions with the department chair, this space will be configured from rooms 101, 102A and B, 103 and 103A, and 118. This should be sufficient for labs, microscopes, etc. In addition, the department is constructing two environmental chambers, one of which will be a cold room. For your research program, the University will provide \$500,000 for each of two years. These funds will be flexible for you to



Professor Kasturi Haldar

Page 2

March 20, 2008

purchase small, new equipment, buy out existing equipment from Northwestern and for research personnel. While this funding will become available to you over a period of two years, you will have the flexibility to expend the funds over a period of five years. If you plan to bring senior research associates with you, they could be considered for a position as assistant research professor; however, no promise of such appointments can be made at this time. These appointments require approval of the Committee on Appointments and Promotions (CAP) of the Department of Biological Sciences and the Dean of Science.

As we also discussed, the University is prepared to invest up to \$1M in acquiring the three microscopes you indicated are necessary for your research. It will be our understanding that this facility will serve as a core facility for other researchers in the college. The oversight of this facility will come under your jurisdiction, and a suitable space will be renovated to house the microscopes.

For the transition of moving your VA research project to Notre Dame, the college will make a firm commitment of \$100,000 per year for three years, in the event that you cannot transfer the current support or garner new funding.

All moving expenses for your household and the laboratory will be covered by the college. Personal moving costs for your lab personnel should come from your start-up funds. The University of Notre Dame has excellent benefit plans which include medical and life insurance plans, a retirement plan with a 2:1 University matching plan, and a generous tuition for children whether or not they attend Notre Dame.

We expect that all faculty engaged in funded research will teach one course per semester at the undergraduate and/or graduate level. The assignments are made by the department, and do take into account other activities of the faculty member.

The College of Science is planning to create a new Center for Rare and Neglected Diseases; and I am prepared to name you as the first director of such a center for an initial term of five years with the provost's approval. As director, we would expect a five-year commitment. We expect to raise an endowment for the center to cover various administrative and programmatic needs. An initial target for this endowment is around \$15M, which is based on need and expectation. Once a director is identified, we hope that the endowment can be raised within three years. A \$15M endowment should generate income of at least 4%, which would be put into the operating budget of the

Professor Kasturi Haldar  
Page 3  
March 20, 2008

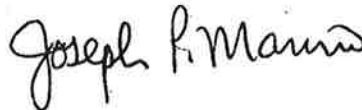
center. Until the endowment can be fully realized, I have proposed to the Provost that a center start-up budget of \$250,000 be shared by the University and the college for at least three years. This budget would be a separate account identified with the center.

I have talked with Dr. Rudy Navari about obtaining an adjunct professor position with the IU School of Medicine. He sees no problem with this, and only needs your recent CV to present to the school. Such an appointment would be crucial for the VA connection. Dr. Navari is the best person to relate what expectations and features would be associated with an adjunct appointment.

I hope that this revised offer letter captures most of the requirements and research needs that we have previously discussed, and answers most of your most recent questions. We are very anxious to confirm your coming to Notre Dame. I hope that, with this letter, we can finalize your decision. After you accept this offer in writing, and send me a signed copy of my letter, we can initiate the renovations immediately, and set July 1 as the date for dispensing start-up funds. We can order the first microscope as soon as possible. It is expected when you make the move to Notre Dame on July 1, that you would resign your position at Northwestern. In order to transfer your group from Northwestern and go back and forth, you may use start-up funds for travel expenses for the rest of the calendar year.

I look forward to receiving your acceptance very soon. Best regards,

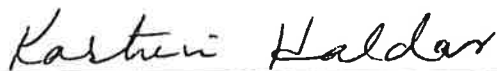
Sincerely,



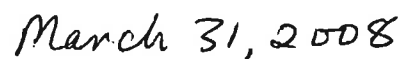
Joseph P. Marino

cc: Provost Thomas G. Burish  
Sr. Associate Provost Christine Maziar  
Prof. Charles F. Kulpa, Chair

I hereby agree to the terms of this offer.



Kasturi Haldar



Date

# EXHIBIT B



UNIVERSITY OF  
NOTRE DAME

OFFICE OF THE PROVOST

300 Main Building  
Notre Dame, Indiana  
46556-5602 USA

COPY

tel (574) 631-3802  
fax (574) 631-6897/4782  
email provost@nd.edu

April 8, 2008

Professor Kasturi Haldar  
1632 N. Lasalle Drive  
Chicago, IL 60614

Dear Professor Haldar:

It is with great pleasure that I am writing to offer you an appointment at the University of Notre Dame as the

**Julius A. Nieuwland  
Chair in Biochemistry**

with tenure in the Department of Biological Sciences beginning August 22, 2008. Your base salary for a nine month academic year will be \$187,500.

This appointment is made on the recommendations of the appropriate committee of the University; the Dean of the College of Science, Joe Marino, the Chair of the Department of Biological Sciences, Charles Kulpa, and the President, Reverend John I. Jenkins, C.S.C.

If this offer is acceptable to you, please sign both copies of the enclosed contract and return one copy to me, retaining the other copy for your files. Please complete the enclosed Faculty Information Form and return it with the contract.

I very much look forward to welcoming you to the Notre Dame family.

Sincerely,

Thomas G. Burish

Enclosures



RECEIVED  
MAY 07 2008  
OFFICE OF THE PRO-CT

## FACULTY CONTRACT FOR PROFESSOR

THIS AGREEMENT made and entered into between the UNIVERSITY OF NOTRE DAME DU LAC, a corporation, hereinafter referred to as the University, and KASTURI HALDAR, hereinafter referred to as the Appointee,

### WITNESSETH

(1) That the University agrees to employ the full-time services of the appointee beginning on the 22ND day of AUGUST, 2008, and to pay therefore the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND AND FIVE HUNDRED (\$187,500.) dollars per year, payable in twelve monthly installments on the basis of a nine-month academic year, beginning on the 31st day of July, 2007.

(2) The said Appointee accepts the rank and title of PROFESSOR with tenure as hereinafter defined, and agrees, for the period specified above, to full-time teaching, research, publication and public service in conformity with the policy of the University, and to such other collateral activities, including direction of students, administrative work and participation in Commencement Exercises and similar activities, as are usually associated with this position and as may be prescribed or agreed to by the said University. Tenure is defined as permanence of contract in the sense that it may be terminated only for cause or discontinuance of an Academic Division. This contract is subject to the provisions of the University of Notre Dame *Academic Articles* and any future amendments thereunto.

(3) The said Appointee agrees to observe the rules and regulations of the University; not to engage in any enterprise or activity which may, in the judgment of the University, interfere with the proper performance of required duties to the University; and, by personal conduct, to promote the principles and ideals for which the University stands.

(4) The said Appointee agrees to participate in the University annuity and retirement fund according to the rules and regulations covering such participation, and to accept and abide by the patent and consultantship policies of the University in force at any time.

(5) In the event the said Appointee be unable to perform all or a substantial proportion of required duties for a period in excess of six (6) months on account of ill health this agreement may be terminated by the University subject to the provisions of the retirement plan.

(6) The University reserves the right to terminate the services of any member of the faculty for serious cause. The definition of serious cause and the procedures for establishing it for suspension or dismissal are set out in the Academic Articles.

(7) In future years the Appointee will receive salary notification at least four (4) months before the beginning of each academic year.

(8) The undersigned Appointee agrees not to resign from the University without giving notice in writing at least four (4) months prior to the intended date for resignation and that this date of leaving will not fall within a regular academic season. In an exceptional case of notable and unforeseen professional advancement offering opportunity of public or professional service or assistance to another university, the University will be sympathetic to releasing on shorter notice.

IN WITNESS WHEREOF the parties have hereunto set their hands at Notre Dame, St. Joseph County, Indiana, this 8TH day of APRIL, 2008.

UNIVERSITY OF NOTRE DAME DU LAC,  
A CORPORATION

By Fr. John Jenkins  
PRESIDENT

By Kasturi Haldar  
APPOINTEE

# EXHIBIT C

## **Article IV, The Faculty**

### ***Article IV/Section 1/Membership***

The faculty consists of the regular faculty as designated in subsection (a) and other faculty as designated in subsection (b). Faculty are engaged primarily in teaching and research.

Members of the clergy and of religious orders are appointed to the faculty on the same basis as all other members of the faculty, and all procedures and principles indicated in this article apply to them in their capacity as faculty.

### ***Article IV/Section 1/Subsection (a) The Regular Faculty***

Members of the faculty described in subsections (a)(1) through (a)(7) are regular faculty. Normally, members of the regular faculty hold full-time appointments. Part-time appointments to the regular faculty may be made for persons who for appropriate reasons cannot serve full-time, provided the service is at least half time and that the individual is not employed outside the University. This requirement may be waived by the Provost. The responsibilities and privileges of regular faculty members on part-time appointments are the same in nature as, but on a proportionate scale to, those for members on full-time appointments.

The categories of regular faculty are defined below in terms of a faculty member's primary activities. Faculty members appointed under one category may also engage service-related activities and/or activities associated with other faculty categories, as may be agreed between the faculty member and the appointing unit and specified in that faculty member's letter of appointment. In those cases, the faculty member should be evaluated in proportion to the activity levels specified in the terms of his or her appointment.

### ***Article IV/Section 1/Subsection (a)(1) Tenured and Tenure-Track Faculty***

Tenured and tenure-track faculty are primarily engaged in teaching, research, and service activities. They hold appointments in the academic units of the University and have the ranks of Professor, Associate Professor, Assistant Professor, and Instructor.

### ***Article IV/Section 1/Subsection (a)(2) Research Faculty***

Research faculty are primarily engaged in research activities. Research faculty hold appointments in academic units of the University and have the ranks of Research Professor, Associate Research Professor, Assistant Research Professor, and Research Specialist.

### ***Article IV/Section 1/Subsection (a)(3) Teaching Faculty***

Teaching faculty are engaged primarily in teaching activities and academic program support. Teaching faculty hold appointments in academic units of the University and have the ranks of Teaching Professor, Associate Teaching Professor, and Assistant Teaching Professor.



***Article IV/Section 1/Subsection (a)(4) Professors of the Practice***

Professors of the Practice are engaged primarily in teaching and research and/or other creative work. The designation of Professor of the Practice may be based primarily upon significant professional experience and achievement rather than academic achievement. Professors of the Practice hold appointments in academic units of the University and have the ranks of Professor of the Practice, Associate Professor of the Practice, and Assistant Professor of the Practice.

***Article IV/Section 1/Subsection (a)(5) Clinical Faculty***

Clinical faculty are primarily engaged in clinical teaching, which consists of training and supervising students in the actual practice of professional skills outside of the classroom, on behalf of others, through a structured pedagogical program. Clinical faculty hold appointments in academic units of the University and have the ranks of Clinical Professor, Associate Clinical Professor, and Assistant Clinical Professor.

***Article IV/Section 1/Subsection (a)(6) Library Faculty***

Library faculty are primarily engaged in teaching, providing access to information, imparting knowledge and skills to faculty and students, assisting faculty in their scholarly pursuits, and in their own research activities. Library faculty hold appointments in the Hesburgh Libraries or the Law School's Kresge Library and have the ranks of Librarian, Associate Librarian, and Assistant Librarian.

***Article IV/Section 1/Subsection (a)(7) Advising Faculty***

Advising faculty are primarily engaged in academic advising activities. Advising faculty hold appointments in the academic units of the University and have the ranks of Advising Professor, Associate Advising Professor, and Assistant Advising Professor.

***Article IV/Section 1/Subsection (b) Other Faculty***

In addition to the regular faculty, other members of the faculty include visiting, adjunct, guest, affiliated, and retired faculty. Time spent on the faculty in any of these categories does not count for purposes of tenure, and these other faculty members do not have voting rights.

***Article IV/Section 1/Subsection (b)(1) Visiting Faculty***

Visiting faculty members assume duties similar to those of regular faculty members with analogous titles. A visiting faculty member normally has a full-time appointment in an academic unit. A visiting appointment is always for a fixed term, typically one academic year. Normally a visiting appointment does not exceed two years.

***Article IV/Section 1/Subsection (b)(2) Adjunct Faculty***

Adjunct faculty members hold part-time teaching positions of less than three-quarter time within an academic unit for purposes of teaching. An adjunct appointment is for a fixed term of up to



one academic year and may be renewed. An individual may hold adjunct appointments in more than one Department, but the total appointment must be less than three-quarter time. An individual holding a full-time faculty appointment in another unit at the University normally would receive a concurrent appointment rather than an adjunct appointment.

***Article IV/Section 1/Subsection (b)(3) Guest Faculty***

Guest faculty members are not employees of the University and are appointed for extended visits to the University to participate in research or other scholarly programs. A guest appointment is normally uncompensated and provides identification and access to University facilities and services for the period of the visit. A guest appointment is inappropriate for an individual who will not be physically present at the University and requiring University services. The appointment should be for the actual period of the visit, but typically no longer than one academic year. A guest appointment is renewable.

***Article IV/Section 1/Subsection (b)(4) Affiliated Faculty***

Affiliated faculty, who may be denominated “affiliated scholars” or “affiliated practitioners,” are not employees of the University but rather are part-time, non-permanent faculty members who visit the University to participate in teaching and/or research related activities. Affiliated faculty appointments are normally for a fixed time period of less than one academic year, but they may be recurring over a period of years.

***Article IV/Section 1/Subsection (b)(5) Retired Faculty***

Retired faculty members once held regular faculty appointments in an academic unit of the University and have retired from their full-time positions. Upon retirement from a full-time position, a regular faculty member may be designated emerita or emeritus upon the approval of the Provost or the Provost’s designee upon recommendation from the Dean.

All retired faculty members have access to University facilities, including the libraries, and retain computer network identification privileges. If a retired faculty member will teach, submit grant proposals, manage research funds, or receive University compensation for scholarly activities, a letter of agreement between the faculty member and the head of the relevant academic unit defining the duties and expectations is necessary. The term of such an agreement normally coincides with the academic calendar and is renewable.

***Article IV/Section 1/Subsection (c) Multi-Unit Faculty***

Multi-unit faculty members have full-time appointments in an academic unit of the University or full-time staff positions at the University and are also appointed in another academic unit. Multi-unit faculty include joint faculty, concurrent faculty, term teaching faculty, and fellows of institutes.

***Article IV/Section 1/Subsection (c)(1) Joint Faculty***

Joint faculty have regular faculty appointments in two or more academic units. A joint appointment normally confers full rights, privileges, and obligations on the holder in each academic unit to which the faculty member is appointed. The terms of such an appointment are formally agreed to by the holder of the joint appointment and the heads of the respective academic units in a memorandum of understanding, and they are approved by the units' respective Committees on Appointments (CA) and Committee on Reappointment, Promotion, and Tenure (CRPT). A joint appointment is intended to be an appointment without a time limitation. It therefore is generally made with no fixed term, but it is terminable upon agreement of the holder and heads of the respective units to which the holder is appointed.

***Article IV/Section 1/Subsection (c)(2) Concurrent Faculty***

Concurrent faculty members hold regular or visiting faculty appointments in an academic unit of the University and temporary appointments of at least one academic term in another academic unit, by consent of both academic units. A concurrent appointment does not confer full rights, privileges, and obligations in the academic unit where the concurrent appointment is held.

***Article IV/Section 1/Subsection (c)(3) Term Teaching Faculty***

Term teaching faculty are full-time staff members who hold temporary faculty appointments in an academic unit. Term teaching faculty appointments last for at least one academic term, by the consent of all appropriate parties in the academic unit and in the unit of the staff member's full-time position, and they may be renewed. A term teaching faculty appointment does not confer full rights, privileges, and obligations in the academic unit where the concurrent appointment is held.

***Article IV/Section 1/Subsection (c)(4) Fellows of Institutes and Centers***

Faculty Fellows of University Institutes and University Centers hold regular faculty appointments in an academic unit of the University and are designated as Fellows by a University Institute because of their special relationship to that Institute. The rights and responsibilities of Fellows of University Institutes and University Centers are defined by the governing documents of those Institutes.

Visiting Fellows are individuals external to the University who are appointed to a University Institute or a University Center for a fixed term of up to one academic year. The rights and responsibilities of Visiting Fellows of University Institutes and University Centers are defined by the governing documents of those Institutes.

***Article IV/Section 2/Academic Freedom and Associated Responsibilities of Faculty***

Freedom of inquiry and freedom of expression are safeguarded by the University. The rights and obligations of academic freedom take diverse forms for the faculty, the students, and the

administration; in general, however, these freedoms derive from the nature of the academic life and accord with the objectives of the University as a community that pursues the highest scholarly standards, promotes intellectual and spiritual growth, maintains respect for individuals as persons, and advances the Catholic mission.

Specific principles of academic freedom supported at the University include: freedom to teach and to learn according to one's obligation, vision, and training; freedom to publish the results of one's study or research; and freedom to speak and write on public issues as a citizen.

Correlative obligations include: respectful allowance for the exercise of these freedoms by others; proper acknowledgment of contributions made by others to one's work; preservation of the confidentiality necessary in personal, academic, and administrative deliberations; avoidance of using the University to advance personal opinion or commercial interest; and, in the course of one's utterances, work, and other conduct, protection of the basic mission of the University.

#### ***Article IV/Section 3/Qualifications of Regular Faculty***

##### ***Article IV/Section 3/Subsection (a) Tenured and Tenure-Track Faculty***

The requirements for the rank of Instructor are the same as those for Assistant Professor except that the Instructor may not yet possess the terminal degree. The appointment is ordinarily for a one-year period, and may be renewed twice. If the University chooses to terminate the services of an Instructor at the end of a contract period, the University will give three months' notice of such termination. If the Instructor elects to terminate services, the University should be given three months' notice of such termination. Time spent at this rank does not count toward tenure.

The Assistant Professor should ordinarily possess the doctoral degree or its equivalent, or, in certain fields, the appropriate professional degree or license. The Assistant Professor should have demonstrated promise as a teacher and as a scholar, interest in students, willingness to serve the academic unit, the University, and his or her discipline, and that genuine spirit of study necessary to keep courses current and to assure growth in knowledge and maturity. The initial appointment is ordinarily for a three-year period, but salary is reviewed each year. If the University chooses to terminate the services of an Assistant Professor at the end of a contract period, the University will give 12 months' notice of such termination. Such 12-month notice period shall commence at the end of the existing contract period and will be considered the terminal contract year, irrespective of whether the candidate declined to be considered for tenure. If an Assistant Professor elects to terminate services, the Assistant Professor will give the University three months' notice of such termination, and the end of the notice period should coincide with the end of an academic year. An appointment as Assistant Professor may be made for a period of one academic year. Except when a one-year contract is an extension of a three-year contract, if the University chooses to terminate the services of the Assistant Professor at the

end of a one-year contract period, the University will give three months' notice of such termination.

The Associate Professor should possess the doctoral degree or its equivalent or, in certain fields, the appropriate professional degree or license. The Associate Professor should have demonstrated excellence in teaching, growth in knowledge and maturity, salutary influence on students, service to the academic unit, the University, and/or his or her discipline, and standing among colleagues. Notable achievement in scholarship, as shown by significant publication or its equivalent or, where appropriate, by meaningful contributions to public service, is ordinarily required for this rank. The salary of an Associate Professor is reviewed each year. If the initial appointment of an Associate Professor is made without tenure, then that initial appointment is ordinarily for a three-year period. If the University chooses to terminate the services of an Associate Professor without tenure at the end of a contract period, the University will give 12 months' notice of such termination. Such 12-month notice period shall commence at the end of the existing contract period and will be considered the terminal contract year. If an Associate Professor elects to terminate services, the University should be given three months' notice of this termination, and the end of the notice period should coincide with the end of an academic year.

Ordinarily, the Professor should possess the qualifications required for appointment as Associate Professor, should have maintained excellence in teaching; should have given significant service to the academic unit, the University, and/or his or her discipline; and should have gained widespread recognition as a scholar. If the initial appointment of a Professor is made without tenure, then that initial appointment is ordinarily for a three-year period. Principles regarding review of salary and notice periods are the same as for Associate Professor.

***Article IV/Section 3/Subsection (b) Research Faculty***

The qualifications for the rank of Research Specialist are the same as those for an Assistant Research Professor, except that the Research Specialist may not yet possess the terminal degree. The initial appointment is ordinarily for a one-year period. The appointment may be renewed annually for additional one-year periods, and salary is reviewed each year. If the University chooses to terminate the services of a Research Specialist at the end of a one-year contract period, the University will give three months' notice of such termination. If the appointee elects to terminate services, the University should be given three months' notice of such termination.

The Assistant Research Professor should ordinarily possess the doctoral degree or its equivalent or, in certain fields, the appropriate professional degree or license. The Assistant Research Professor should have demonstrated research ability, promise as a scholar, interest in students, willingness to serve the academic unit, the University, and/or his or her discipline, and that

genuine spirit of study necessary to assure growth in knowledge and maturity. The initial appointment is ordinarily for a one-year period. The appointment may be renewed on mutually agreeable terms, and salary is reviewed each year. If the University chooses to terminate the services of the Assistant Research Professor at the end of an initial one-year contract period, the University will give three months' notice of such termination; subsequently, if the University chooses to terminate the services of an Assistant Research Professor at the end of a consecutive one-year contract, the University will give six months' notice of such termination. If the Assistant Research Professor elects to terminate services, the Assistant Research Professor will give the University three months' notice of such termination.

The Associate Research Professor should possess the doctoral degree or its equivalent or, in certain fields, the appropriate professional degree or license. The Associate Research Professor should have demonstrated outstanding research ability, growth in knowledge and maturity, salutary influence on colleagues and students, service to the academic unit, the University, and/or his or her discipline, and standing among colleagues. The appointment to Associate Research Professor is ordinarily for a three-year period. If the University chooses to terminate the services of the Associate Research Professor at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Research Professor.

The Research Professor should possess the qualifications required for appointment as an Associate Research Professor; should have given significant service to the academic unit, the University, and/or his or her discipline; and should have gained widespread recognition for contributions to a field of knowledge. The appointment to Research Professor is ordinarily for a five-year period. If the University chooses to terminate the services of the Research Professor at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Research Professor.

A member of the research faculty with at least six years of full-time service with the University who is notified that his or her contract will not be renewed is normally entitled, upon request, to a terminal-year contract.

The length of contracts for research faculty members whose appointments are substantially supported by external grants may differ from those identified above and are subject to identification of a continued source of funding. Contracts for research faculty members, including provisions for the terminal year, may be contingent on external grant funding for positions substantially dependent upon such funding.

***Article IV/Section 3/Subsection (c) Teaching Faculty***

The Assistant Teaching Professor should possess an advanced degree in the field in which that faculty member will teach, or, in certain fields, the appropriate professional degree or license. The Assistant Teaching Professor should have promise as a teacher, interest in students, willingness to serve the academic unit, the University, and/or his or her discipline, and that genuine spirit of study necessary to assure growth in knowledge and maturity. The initial appointment is ordinarily for a one-year period. The appointment may be renewed annually for additional one-year periods, and salary is reviewed each year. If the University chooses to terminate the services of the Assistant Teaching Professor at the end of an initial one-year contract period, the University will give three months' notice of such termination; subsequently, if the University chooses to terminate the services of an Assistant Teaching Professor at the end of a consecutive one-year contract, the University will give six months' notice of such termination. If the Assistant Teaching Professor elects to terminate services, the Assistant Teaching Professor will give the University three months' notice of such termination.

The Associate Teaching Professor should possess an advanced degree in the field in which that faculty member will teach, or, in certain fields, the appropriate professional degree or license. The Associate Teaching Professor should ordinarily have demonstrated outstanding teaching ability, growth in knowledge and maturity, salutary influence on colleagues and students, service to the academic unit, the University, and/or his or her discipline, and standing among colleagues. Appointment at the rank of Associate Teaching Professor is ordinarily for a three-year period. If the University chooses to terminate the services of the Associate Teaching Professor at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Teaching Professor.

The Teaching Professor should ordinarily possess the qualifications required for appointment as an Associate Teaching Professor; should have given significant service to the academic unit, the University, and/or his or her discipline; and should ordinarily have made significant academic contributions beyond the faculty member's own courses (more generally within that faculty member's academic unit, at the University level, or through national organizations). Appointment at the rank of Teaching Professor is ordinarily for a five-year period. If the University chooses to terminate the services of the Teaching Professor at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Teaching Professor.

A member of the teaching faculty with at least six years of full-time service with the University who is notified that his or her contract will not be renewed is normally entitled, upon request, to a terminal-year contract.

***Article IV/Section 3/Subsection (d) Professors of the Practice***



The Assistant Professor of the Practice should possess an appropriate advanced degree and/or distinguished practice experience relevant to the field in which that faculty member will teach and/or research. The Assistant Professor of the Practice should have promise as a teacher and/or researcher, interest in students, willingness to serve the academic unit, the University, and/or his or her discipline, and that genuine spirit of study necessary to assure growth in knowledge and maturity. The initial appointment is ordinarily for a one-year period. The appointment may be renewed annually for additional one-year periods, and salary is reviewed each year. If the University chooses to terminate the services of the Assistant Professor of the Practice at the end of an initial one-year contract period, the University will give three months' notice of such termination; subsequently, if the University chooses to terminate the services of an Assistant Professor of the Practice at the end of a consecutive one-year contract, the University will give six months' notice of such termination. If the Assistant Professor of the Practice elects to terminate services, the Assistant Professor of the Practice will give the University three months' notice of such termination.

The Associate Professor of the Practice should possess an appropriate advanced degree and/or distinguished practice experience relevant to the field in which that faculty member will teach and/or research. The Associate Professor of the Practice should ordinarily have demonstrated outstanding teaching and/or research ability, growth in knowledge and maturity, salutary influence on colleagues and students, service to the academic unit, the University, and/or his or her discipline, and standing among colleagues. Appointment at the rank of Associate Professor of the Practice is ordinarily for a three-year period. If the University chooses to terminate the services of the Associate Professor of the Practice at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Professor of the Practice.

The Professor of the Practice should possess the qualifications required for appointment as an Associate Professor of the Practice; should ordinarily have given significant service to the academic unit, the University, and/or his or her discipline; and should ordinarily have made significant academic contributions beyond the faculty member's own courses (more generally within that faculty member's academic unit, at the University level, or through national organizations) or achieved widespread recognition in his or her field. Appointment at the rank of Professor of the Practice is ordinarily for a five-year period. If the University chooses to terminate the services of the Professor of the Practice at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Professor of the Practice.

A member of the Professor of the Practice faculty with at least six years of full-time service with the University who is notified that his or her contract will not be renewed is normally entitled, upon request, to a terminal-year contract.

The length of contracts for Professors of the Practice whose appointments are substantially supported by external grants may differ from those identified above and are subject to identification of a continued source of funding. Contracts for such faculty members, including provisions for the terminal year, may be contingent on external grant funding for positions substantially dependent upon such funding.

***Article IV/Section 3/Subsection (e) Clinical Faculty***

The Assistant Clinical Professor should ordinarily possess the doctoral degree or its equivalent or, in certain fields, the appropriate advanced degree or professional degree or license. The Assistant Clinical Professor should have demonstrated promise as a clinical teacher, interest in students, willingness to serve the academic unit, the University, and/or his or her discipline, and that genuine spirit of study necessary to assure growth in knowledge and maturity. The initial appointment is ordinarily for a one-year period. The appointment may be renewed annually for additional one-year periods, and salary is reviewed each year. If the University chooses to terminate the services of the Assistant Clinical Professor at the end of an initial one-year contract period, the University will give three months' notice of such termination; subsequently, if the University chooses to terminate the services of an Assistant Clinical Professor at the end of a consecutive one-year contract, the University will give six months' notice of such termination. If the Assistant Clinical Professor elects to terminate services, the Assistant Clinical Professor will give the University three months' notice of such termination.

The Associate Clinical Professor should possess the doctoral degree or its equivalent or, in certain fields, the appropriate advanced degree or professional degree or license. The Associate Clinical Professor should have demonstrated outstanding clinical teaching, growth in knowledge and maturity, salutary influence on colleagues and students, service to the academic unit, the University, and/or his or her discipline, and standing among colleagues. Appointment at the rank of Associate Clinical Professor is ordinarily for a three-year period. If the University chooses to terminate the services of the Associate Clinical Professor at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Clinical Professor.

The Clinical Professor should possess the qualifications required for appointment as an Associate Clinical Professor; should have given significant service to the academic unit, the University, and/or his or her discipline; and should have achieved widespread recognition in his or her field, either for his or her contributions to clinical pedagogy or other contributions to the field in which he or she works. Appointment at the rank of Clinical Professor is ordinarily for a five-year period. If the University chooses to terminate the services of the Clinical Professor at the end of the contract period, the University will give six months' notice of such termination.



Principles regarding review of salary and notice to the University are the same as for Assistant Clinical Professor.

A member of the clinical faculty with at least six years of full-time service with the University who is notified that his or her contract will not be renewed is normally entitled, upon request, to a terminal-year contract.

***Article IV/Section 3/Subsection (f) Library Faculty***

The Assistant Librarian should ordinarily possess a master's library degree or its equivalent, or in exceptional situations, the appropriate academic or professional degree or license (e.g., PhD, JD, etc.). The Assistant Librarian should demonstrate knowledge of library and information services and a commitment to professional service in a teaching and research university. The Assistant Librarian should show potential for contribution to the profession and for service to the University. The initial appointment is ordinarily for a one-year period. The appointment may be renewed on mutually agreeable terms, and salary is reviewed each year. If the University chooses to terminate the services of the Assistant Librarian at the end of an initial one-year contract period, the University will give three months' notice of such termination. Subsequently, if the University chooses to terminate the services of an Assistant Librarian at the end of a consecutive one-year contract, the University will give six months' notice of such termination. If the Assistant Librarian elects to terminate services, the Assistant Librarian will give the University three months' notice of such termination.

The Associate Librarian should ordinarily possess a master's library degree or its equivalent, or in exceptional situations, the appropriate academic or professional degree or license. For promotion to Associate Librarian, the faculty member should have a minimum of six years of qualifying professional library experience and must demonstrate significant achievement in both professional service and contribution to the profession as well as achievement in University and community service. Appointment at the rank of Associate Librarian is ordinarily for a three-year period. If the University chooses to terminate the services of the Associate Librarian at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Librarian.

The Librarian should possess the qualifications required for appointment as an Associate Librarian and must demonstrate outstanding achievement in both professional service and contribution to the profession as well as achievement in University and community service, and beyond these should have gained widespread recognition for excellence in professional ability and service to the profession. Appointment at the rank of Librarian is ordinarily for a five-year period. If the University chooses to terminate the services of the Librarian at the end of the contract period, the University will give six months' notice of such termination. Principles

regarding review of salary and notice to the University are the same as for an Assistant Librarian.

A member of the library faculty with at least six years of full-time service with the University who is notified that his or her contract will not be renewed is normally entitled, upon request, to a terminal-year contract.

***Article IV/Section 3/Subsection (g) Advising Faculty***

The Assistant Advising Professor should possess an advanced, and preferably terminal, degree in a field within the academic unit in which (s)he will advise students, or a comparable professional credential appropriate for the practice of advising in an academic setting. The Assistant Advisor should have demonstrated promise in advising, interest in students, willingness to serve the academic unit and the University, and that genuine spirit of intellectual engagement requisite for growth in the profession. The initial appointment is ordinarily for a one-year period. The appointment may be renewed annually for additional one-year terms, and salary is reviewed each year. If the University chooses to terminate the services of the Assistant Advisor at the end of an initial one-year contract period, the University will give three months' notice of such termination; subsequently, if the University chooses to terminate the services of an Assistant Advisor at the end of a consecutive one-year contract, the University will give six months' notice of such termination. If the Assistant Advisor elects to terminate services, the Assistant Advisor will give the University three months' notice of such termination.

The Associate Advising Professor should possess an advanced, and preferably terminal, degree in a field within the academic unit in which (s)he will advise students, or a comparable professional credential appropriate for the practice of advising in an academic setting. The Associate Advisor should have demonstrated outstanding advising ability, growth in knowledge of the theory and practice of advising, maturity, salutary influence on professional peers and students, service to the academic unit and the University, and standing among colleagues. Appointment at the rank of Associate Advisor is ordinarily for a three-year period. If the University chooses to terminate the services of the Associate Advisor at the end of the contract period, the University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for Assistant Advisor.

The Advising Professor should possess the qualifications required for appointment as an Associate Advisor; should have given significant service to the academic unit and the University; and should have made significant contributions to the theory and practice of advising beyond the faculty member's primary academic home (more generally within that advisor's academic unit, at the University level, or through substantial contributions to national organizations). Appointment at the rank of Advisor is ordinarily for a five-year period. If the University chooses to terminate the services of the Advisor at the end of the contract period, the

University will give six months' notice of such termination. Principles regarding review of salary and notice to the University are the same as for an Assistant Advisor.

A member of the advising faculty with at least six years of full-time service with the University who is notified that his or her contract will not be renewed is normally entitled, upon request, to a terminal-year contract.

***Article IV/Section 4 Qualifications for Conducting Courses***

Anyone having general responsibility for the conduct of a course carrying academic credit must be (1) a member of the faculty or (2) a postdoctoral scholar or graduate assistant duly appointed to teach the course by the Chairperson of the Department, acting with the departmental Committee on Appointments (or by the head of any appropriate academic unit, acting with an appropriate committee of that unit), and approved by the Dean. Any faculty member, postdoctoral scholar, or graduate assistant assigned responsibility for a course should have demonstrated preparation for teaching.

***Article IV/Section 5 Procedures for Appointment, Reappointment and Promotion***

To implement the procedures stated herein, each academic unit shall have a Committee on Appointments (CA) and a Committee on Reappointment, Promotion, and Tenure (CRPT). In the case of Colleges, each Department, rather than the College, shall have a CA and a CRPT. These committees are the departmental committees that govern the appointment, reappointment, promotion, and tenure (for tenure-track faculty) of its faculty. These committees are described in more detail in Article V, Section 5.

***Article IV/Section 5/Subsection (a) Tenured and Tenure-Track Faculty***

Appointments to the tenured and tenure-track faculty are made by the President, upon recommendation from the relevant Department or School, the relevant Dean, and the Provost. The formal procedure for appointments is initiated by the Chair of the appointing Department or the Dean of the appointing School, acting with the departmental or School CA. In the case of a faculty member appointed in a Department, the Chairperson of the Department submits a written recommendation, along with a written report approved by the CA of its deliberations and recommendations, to the Dean, who then submits these recommendations to the Provost, along with a written personal recommendation. In the case of a faculty member appointed in a School, the CA submits a written report of its deliberations and recommendations to the Dean of the School, who submits that report to the Provost, along with the Dean's own personal recommendation. In all cases, the Provost, after consultation with such advisers as the Provost may choose, submits all recommendations, both positive and negative, and including a personal recommendation, to the President for final action.

Reappointments, promotions, and awards of tenure for the tenured and tenure-track faculty are made by the President. The Chairperson of the faculty member's Department or the Dean of the faculty member's School notifies a faculty member under consideration for reappointment, promotion, or tenure in advance of the evaluation process, and the faculty member submits a statement and evidence on his or her own behalf for use in the evaluation process. In the case of a faculty member appointed in a Department, the Chairperson of the Department submits a written recommendation, along with a written report approved by the CRPT of its deliberations and recommendations, to the Dean, who then evaluates the candidacy. In the case of a faculty member appointed in a School, the Dean of the School submits a written recommendation, along with a written report approved by the CRPT of its deliberations and recommendations, to the Provost. If the Dean anticipates disagreeing with the recommendation of either a CRPT or a departmental Chairperson, the Dean meets with the CRPT and the Chairperson jointly (or the CRPT itself in the case of a faculty member appointed in a School) to discuss the case before concluding his or her evaluation. If the recommendations of (1) the Dean and (2) the CRPT and/or the departmental Chairperson are negative, the Dean or, at the Dean's discretion, the departmental Chairperson must meet with the candidate and deliver written notice to him or her that the decision concerning reappointment, promotion, or tenure is negative and that the candidacy is terminated. When a candidacy is terminated at this stage, the Dean also informs the Provost in writing of the termination but does not forward to the Provost any recommendations or the results of any meeting between the Dean, the CRPT, and the departmental Chairperson. In all other cases, the Dean informs the candidate that his or her candidacy is proceeding to the Provost and forwards all recommendations to the Provost, including a written personal recommendation, along with the results of any meeting between the Dean, the CRPT, and the departmental Chairperson.

The Provost, after consultation with such advisers as he or she may choose, submits all recommendations, both positive and negative, and including a personal recommendation, to the President for final action. For reappointment, promotion, and tenure decisions, the Provost ordinarily consults with the Provost's Advisory Committee before making a recommendation to the President. The President informs the Provost of his final determination. The Provost in turn informs the Dean of this determination. The Dean or, at the Dean's discretion, the departmental Chairperson meets with the candidate and delivers written notice to him or her of the decision concerning reappointment, promotion, or tenure. Whenever the ultimate decision concerning reappointment, promotion, or tenure is negative, the Dean, upon request of the faculty member concerned, conveys to the faculty member (in writing, if so requested) the reasons for this negative decision. If the Provost and/or President disagreed with the recommendation of the Provost's Advisory Committee, the Dean shall consult with the Provost and/or the President regarding the basis for such disagreement prior to conveying the reasons to the faculty member.

Whenever the President does not accept the CRPT's recommendation, the CRPT is entitled, upon request, to an explanation of such non-acceptance, conveyed to the committee through the Dean.

Named positions are honorific and may be supported by an endowment. Appointments to a named position of regular faculty at the Assistant, Associate, or Professor rank may be made for a limited timeframe and are granted by the President or his designee, upon the recommendation of the head of an academic unit and the Provost. Named appointments associated with administrative positions are made by the President or his designee and end when the administrative term ends.

Tenured Professors may be appointed by the President to named University Chair positions in a manner consistent with the procedures set forth in this subsection. Colleges and Schools may employ additional procedures provided that the requirements identified in this subsection are satisfied.

Except in one circumstance involving internal candidates for a named University Chair, described below, at least two committees shall be involved in the evaluation of candidates. The first of these committees is the departmental CRPT as it would be constituted for evaluating the promotion of a faculty member to Professor (See Article V, Section 5). The second of these committees is a Named University Chair Review Committee, which is appointed as necessary by the Dean of the College or School. The Named University Chair Review Committee consists of a minimum of three members who hold a Named University Chair as a Professor. At least two members of the Named University Chair Review Committee must be from outside the Department or School in which the appointment may be made. The Dean also may appoint to the Named University Chair Review Committee an ex officio committee Chair who is not required to hold or have held a named University Chair as a Professor and who does not count toward the membership of the committee.

The CRPT of the relevant Department or School evaluates each candidate for appointment to a named Chair at the Professor level and provides the Named University Chair Review Committee with a written report of its deliberations and recommendation. The Named University Chair Review Committee then assesses the candidate evaluated by the departmental or School CRPT and advises the head of the academic unit Dean as to the candidate's quality in a written report of its deliberations and recommendation. The Named University Chair Review Committee also forwards to the Dean the written report of the departmental or School Professor CRPT. If the Dean approves the appointment, the Dean provides the Provost with a written personal recommendation along with the written reports of the departmental or School CRPT and the Named University Chair Review Committee. If the Dean disapproves the appointment, the Dean does not forward any written materials to the Provost but instead shall terminate the candidacy

by informing the Provost and the committees of the decision and the reason for it. If the Provost, after receiving a positive recommendation from the Dean, and after consultation with such advisers as the Provost may choose, approves the appointment, the Provost submits a personal recommendation and all other reports and recommendations to the President for final action. If the Provost disapproves the appointment, the Provost does not forward any written materials to the President but instead terminates the candidacy by informing the President and the Dean and the committees of the decision and the reason for it.

When, in the consideration of an internal candidate for a named University Chair, there is a conflict of interest or the appearance of a conflict of interest in the departmental or School CRPT, the Dean may in his or her discretion, after consultation with other leaders of the unit such as the Chairperson of the Department, require that the internal candidate be evaluated directly by a Named University Chair Review Committee and not by the departmental or School CRPT of the Department or School.

***Article IV/Section 5/Subsection (b) Research Faculty***

Appointments of research faculty are made by the Provost or the Provost's designee. The formal procedure for appointment is initiated by the head of the relevant academic unit, acting with the departmental or academic unit CA. In cases initiated by the Chairperson of an academic Department, the Chairperson submits a written recommendation, along with a written report approved by the departmental CA of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In cases initiated by the head of any other academic unit, the academic unit CA delivers to the head of the academic unit a written report approved by the academic unit CA of its deliberations and recommendations, which the head of the academic unit forwards to the Provost along with the head's personal recommendation.

Research faculty to be hired with funding from external grants and contracts may be appointed by the Provost or the Provost's designee upon the recommendation of the relevant faculty member (typically the principal investigator), with concurrence of the Chairperson of the Department and the approval of the Dean of the College or School.

Reappointments and promotions of research faculty are made by the Provost or the Provost's designee. A minimum of six years of qualifying professional experience, of which at least three are at the rank of Assistant Research Professor, is ordinarily required for promotion to Associate Research Professor.

The formal procedure for reappointment and promotion is initiated by the Chairperson of the faculty member's Department or the head of the appointing academic unit, acting with the departmental or academic unit CRPT. The Chairperson of the faculty member's Department or



the head of the faculty member's academic unit notifies the faculty member under consideration for reappointment or promotion in advance of the evaluation process, and the faculty member submits a statement and evidence on his or her own behalf for use in the evaluation process. In cases initiated by the Chairperson of an academic Department, the Chairperson submits a written recommendation, along with a written report approved by the departmental CRPT of its deliberations and recommendations, to the Dean of the relevant College, who then submits these recommendations to the Provost, along with a written personal recommendation. In other cases, the academic unit CRPT delivers to the head of the appointing academic unit a written report approved by the academic unit CRPT of its deliberations and recommendations, which the head of the academic unit forwards to the Provost along with the academic unit head's personal recommendation.

In the cases initiated by the Chairperson of an academic Department, if the Dean anticipates disagreeing with the recommendations of the departmental Chairperson or with the departmental CRPT, the Dean meets jointly with the Chairperson and the departmental CRPT to discuss the case before submitting the written personal recommendation to the Provost. The results of any such meetings are forwarded to the Provost along with the recommendations. Likewise, in other cases, if the head of the relevant academic unit anticipates disagreeing with the academic unit CRPT, the academic unit head meets with the academic unit CRPT to discuss the case before submitting the written personal recommendation to the Provost.

Research faculty members appointed with external grants and contracts have a fixed-term contract and are not eligible for reappointment unless a designated source of funding is identified.

Whenever the ultimate decision concerning reappointment or promotion is negative, the head of the relevant academic unit, upon request of the faculty member concerned, conveys (in writing, if so requested) the reasons for this negative decision to the faculty member. If the Provost disagreed with the recommendation of the head of the academic unit, the head of the academic unit shall consult with the Provost regarding the basis for such disagreement prior to conveying the reasons to the faculty member.

Whenever the Provost does not accept the CRPT's recommendation, the CRPT is entitled, upon request, to an explanation of such non-acceptance, conveyed to the committee through the appropriate head of the relevant academic unit.

#### ***Article IV/Section 5/Subsection (c) Teaching Faculty***

Appointments to the teaching faculty are made by the Provost or the Provost's designee. The formal procedure for appointment is initiated by the head of the relevant academic unit, acting with the departmental or academic unit's CA. In cases initiated by the Chairperson of a

Department, the Chairperson submits a written recommendation, along with a written report approved by the departmental CA of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In cases initiated by the head of any other academic unit, the academic unit CA delivers to the head of the academic unit a written report approved by the academic unit CA of its deliberations and recommendations, which the head of the academic unit forwards to the Provost, along with the academic unit head's personal recommendation.

Reappointments and promotions to the teaching faculty are made by the Provost or the Provost's designee. A minimum of six years of qualifying professional experience, of which at least three are at the rank of Assistant Teaching Professor, is ordinarily required for promotion to Associate Teaching Professor.

The formal procedure for reappointment and promotion is initiated by the Chairperson of the faculty member's Department or the head of the other appointing academic unit, acting with the departmental or academic unit CRPT. The Chairperson of the faculty member's Department or the head of the faculty member's academic unit notifies a faculty member under consideration for reappointment or promotion in advance of the evaluation process, and the faculty member submits a statement and evidence on his or her own behalf for use in the evaluation process. In cases initiated by the Chairperson of an academic Department, the Chairperson submits a written recommendation, along with a written report approved by the departmental CRPT of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In other cases, the academic unit CRPT delivers to the head of the appointing academic unit a written report approved by the academic unit CRPT of its deliberations and recommendations, which the head of the academic unit forwards to the Provost along with the academic unit head's personal recommendation.

Whenever the ultimate decision concerning reappointment or promotion is negative, the head of the relevant academic unit, upon request of the faculty member concerned, conveys (in writing, if so requested) the reasons for this negative decision to the faculty member. If the Provost disagreed with the recommendation of the Dean or head of other academic unit, the Dean or head of other academic unit shall consult with the Provost regarding the basis for such disagreement prior to conveying the reasons to the faculty member.

***Article IV/Section 5/Subsection (d) Professors of the Practice***

Appointments as a Professor of the Practice are made by the Provost or the Provost's designee. The formal procedure for appointment is initiated by the head of the relevant academic unit, acting with the departmental or academic unit CA. In cases initiated by the Chairperson of an academic Department, the Chairperson submits a written recommendation, along with a written



report approved by the departmental CA of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In cases initiated by the head of any other academic unit, the academic unit CA delivers to the head of the academic unit a written report approved by the academic unit CA of its deliberations and recommendations, which the head of the academic unit forwards to the Provost along with the academic unit head's personal recommendation.

Reappointments and promotions for Professors of the Practice are made by the Provost or the Provost's designee. A minimum of six years of qualifying professional experience, of which at least three are at the rank of Assistant Professor of the Practice, is ordinarily required for promotion to Associate Professor of the Practice.

The formal procedure for reappointment and promotion is initiated by the Chairperson of the faculty member's Department or the head of the other appointing academic unit, acting with the departmental or academic unit CRPT. The Chairperson of the faculty member's Department or the head of the faculty member's academic unit notifies a faculty member under consideration for reappointment or promotion in advance of the evaluation process, and the faculty member submits a statement and evidence on his or her own behalf for use in the evaluation process. In cases initiated by the Chairperson of an academic Department, the Chairperson submits a written recommendation, along with a written report approved by the departmental CRPT of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In other cases, the academic unit CRPT delivers to the head of the appointing academic unit a written report approved by the academic unit CRPT of its deliberations and recommendations, which the head of the academic unit forwards to the Provost along with the academic unit head's personal recommendation.

Whenever the ultimate decision concerning reappointment or promotion is negative, the Chairperson, Dean, or head of other academic unit, upon request of the faculty member concerned, conveys (in writing, if so requested) the reasons for this negative decision to the faculty member. If the Provost disagreed with the recommendation of the Chairperson, Dean, or head of other academic unit, the Dean or head of other academic unit shall consult with the Provost regarding the basis for such disagreement prior to conveying the reasons to the faculty member.

***Articles IV/Section 5/Subsection (e) Clinical Faculty***

Appointments to the clinical faculty are made by the Provost or the Provost's designee. The formal procedure for appointment is initiated by the head of the relevant academic unit, acting with the departmental or academic unit's CA. In cases initiated by the Chairperson of an

academic Department, the Chairperson submits a written recommendation, along with a written report approved by the CA of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In cases initiated by the head of any other academic unit, the academic unit CA delivers to the head of the academic unit a written report approved by the academic unit CA of its deliberations and recommendations, which the head of the academic unit forwards to the Provost along with the academic unit head's personal recommendation.

The formal procedure for appointment is initiated by the Chairperson of a Department, by the Dean of a School, or by the head of any other academic unit authorized by the Provost to appoint teaching faculty. In cases initiated by the Chairperson of a Department, the Chairperson consults with the departmental CA and submits a written recommendation to the Dean, who submits this recommendation to the Provost, along with the Chairperson's written personal recommendation. In cases initiated by the Dean of a School, the Dean consults with the School's CA, the School CA submits its written recommendation to the Dean, and the Dean forwards the School CA's recommendation to the Provost along with the Dean's written personal recommendation. In cases initiated by the head of another academic unit, the head of the unit consults with the academic unit's CA, the academic unit CA submits its written recommendation to the head of the academic unit, and the head of the unit forwards the CA's recommendation to the Provost along with the head of the academic unit's personal recommendation.

Reappointments and promotions for clinical faculty are made by the Provost or the Provost's designee. A minimum of six years of qualifying professional experience, of which at least three are at the rank of Assistant Clinical Professor, is ordinarily required for promotion to Associate Clinical Professor.

The formal procedure for reappointment and promotion is initiated by the Chairperson of the faculty member's Department or the head of the other appointing academic unit, acting with the departmental or academic unit CRPT. The Chairperson of the faculty member's Department or the head of the faculty member's academic unit notifies a faculty member under consideration for reappointment or promotion in advance of the evaluation process, and the faculty member submits a statement and evidence on his or her own behalf for use in the evaluation process. In cases initiated by the Chairperson of an academic Department, the Chairperson submits a written recommendation, along with a written report approved by the departmental CRPT of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In other cases, the academic unit CRPT delivers to the head of the appointing academic unit a written report approved by the academic unit CRPT of its deliberations and recommendations,

which the head of the academic unit forwards to the Provost along with the academic unit academic unit head's personal recommendation.

Whenever the ultimate decision concerning reappointment or promotion is negative, the Chairperson, Dean, or head of other academic unit, upon request of the faculty member concerned, conveys (in writing, if so requested) the reasons for this negative decision to the faculty member. If the Provost disagreed with the recommendation of the Chairperson, Dean, or head of other academic unit, the Dean or head of other academic unit shall consult with the Provost regarding the basis for such disagreement prior to conveying the reasons to the faculty member.

***Article IV/Section 5/Subsection (f) Library Faculty***

Appointments to the library faculty are made by the Provost or the Provost's designee. The formal procedure for appointment is initiated by the Dean, Hesburgh Libraries and University of Notre Dame Press in consultation with the Hesburgh Libraries CA. The Dean submits a written recommendation, along with a written report approved by the CA of its deliberations and recommendations, to the Provost. Faculty of the Law Library follow appointment procedures set forth by the Faculty Governance Code of the Law School.

Reappointments and promotions of the library faculty are made by the Provost or the Provost's designee. The Dean notifies a faculty member under consideration for reappointment or promotion in advance of the evaluation process, and the faculty member submits a statement and evidence on the faculty member's own behalf for use in the evaluation process by the Hesburgh Libraries CRPT. The Dean submits a written recommendation, along with a written report approved by the Hesburgh Libraries CRPT of its deliberations and recommendations, to the Provost. Reappointment and promotion of faculty of the Law Library follow procedures set forth by the Faculty Governance Code of the Law School.

Whenever the ultimate decision concerning reappointment or promotion is negative, the Dean, Hesburgh Libraries and University of Notre Dame Press (or the Dean of the Law School, as appropriate), upon request of the faculty member concerned, conveys (in writing, if so requested) the reasons for this negative decision to the faculty member. If the Provost disagrees with the recommendation of the Dean, Hesburgh Libraries and University of Notre Dame Press (or Dean of the Law School), the relevant Dean shall consult with the Provost regarding the basis for such disagreement prior to conveying the reasons to the faculty member.

Whenever the Provost does not accept the recommendation made by the Hesburgh Libraries CRPT, the Hesburgh Libraries CRPT is entitled, upon request, to an explanation of such non-acceptance, conveyed to the committee through the Dean, Hesburgh Libraries and University of Notre Dame Press.

***Article IV/Section 5/Subsection (g) Advising Faculty***

Appointments to the advising faculty are made by the Provost or the Provost's designee. The formal procedure for appointment is initiated by the head of the relevant academic unit, acting with the academic unit's CA. In cases initiated by the Chairperson of an academic Department, the Chairperson submits a written recommendation, along with a written report approved by the departmental CA of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In cases initiated by the head of any other academic unit, the academic unit CA delivers to the head of the academic unit a written report approved by the academic unit CA of its deliberations and recommendations, which the head of the academic unit forwards to the Provost along with the academic unit head's personal recommendation.

Reappointments and promotions for advising faculty are made by the Provost or the Provost's designee. A minimum of six years of qualifying professional experience, of which at least three are at the rank of Assistant Advisor, is ordinarily required for promotion to Associate Advisor.

The formal procedure for reappointment and promotion is initiated by the Chairperson of the faculty member's Department or the head of the other appointing academic unit, acting with the departmental or academic unit CRPT. The Chairperson of the faculty member's Department or the head of the faculty member's academic unit notifies a faculty member under consideration for reappointment or promotion in advance of the evaluation process, and the faculty member submits a statement and evidence on his or her own behalf for use in the evaluation process. In cases initiated by the Chairperson of an academic Department, the Chairperson submits a written recommendation, along with a written report approved by the departmental CRPT of its deliberations and recommendations, to the Dean of the relevant College or School, who then submits these recommendations to the Provost, along with a written personal recommendation. In other cases, the academic unit CRPT delivers to the head of the appointing academic unit a written report approved by the academic unit CRPT of its deliberations and recommendations, which the head of the academic unit forwards to the Provost along with the academic unit head's personal recommendation.

Whenever the ultimate decision concerning reappointment or promotion is negative, the Chairperson, Dean, or head of other academic unit, upon request of the faculty member concerned, conveys (in writing, if so requested) the reasons for this negative decision to the faculty member. If the Provost disagrees with the recommendation of the Chairperson, Dean, or head of other academic unit, the Dean or head of other academic unit shall consult with the

Provost regarding the basis for such disagreement prior to conveying the reasons to the faculty member.

***Article IV/Section 5/Subsection (h) Other Faculty Appointments***

Appointments to other faculty categories are made by the Provost or the Provost's designee upon the recommendation of a Chairperson of a Department, the Dean of a School, or the head of any other academic unit authorized by the Provost to appoint faculty. Appointments as fellows are made in accordance with the Guidelines for University Centers and Institutes and governing documents for the University Institute.

***Article IV/Section 5/Subsection (i) Joint Faculty Appointments***

Joint appointments of faculty are made by the Provost or the Provost's designee upon the recommendation of the respective departmental Chairperson, if applicable, the respective CA (for newly hired faculty) or CRPT (for current University faculty), and the head of the relevant academic unit. The terms of such an appointment are formally agreed to by the holder of the joint appointment and the heads of the respective academic units, and they are approved by the units' respective CRPTs and documented in a memorandum of understanding between the faculty member and the respective units.

***Article IV/Section 6 Tenure***

Tenure is permanence of appointment. Its principal purpose is the protection of academic freedom. Tenure may be granted only to members of the tenured and tenure-track faculty holding University appointments at ranks other than Instructor or Assistant Professor. Tenure is granted only in a written contract or letter of appointment.

Members who are appointed to the rank of Assistant Professor will not be retained in that rank in a probationary status and without tenure for longer than seven years of active service (if that period concludes with a fall semester, then seven-and-one-half years). Members who are appointed to the rank of Associate Professor or Professor will not be retained in a probationary status and without tenure for longer than six years (respectively, six-and-one-half years) of active service. These maximum probationary periods do not include the terminal contract year, during which the member is no longer considered to be in a probationary status.

The probationary periods specified in this subsection increase by one year for each appointment extended pursuant to the University policy on primary caregivers and, where applicable and appropriate, medical leaves. Except in extraordinary circumstances, as defined by the Provost, the probationary period may not increase, under this policy or otherwise, more than a total of two years (respectively, two-and-one half years). Nothing in this section prevents the offer of tenure to a member who has served less than the specified maximum probationary period.

Evaluation of a member for tenure should generally be guided by, among other considerations, the standards for appointment or promotion to the rank of Associate Professor or Professor set out in section 3. In addition, the faculty member must demonstrate promise for continued productive scholarship, excellent teaching, and service to the academic unit, the University, and his or her discipline. Each tenure decision is a separate action guided by the application of discipline-specific criteria to these standards at the time the decision is made.

When faculty other than tenured and tenure-track faculty members or administrators are given a concurrent faculty appointment, such time does not count toward tenure, unless otherwise specified in a letter of appointment.

***Article IV/Section 7 Appeals from Negative Decisions Concerning Reappointment, Promotion, and Tenure***

A member of the tenured and tenure-track faculty may appeal a negative decision concerning reappointment, promotion, or tenure by filing a written appeal with the Provost. Likewise, a member of the research faculty, teaching faculty, Professor of the Practice, clinical faculty, library faculty, and advising faculty may appeal a negative decision concerning reappointment or promotion by filing a written appeal with the Provost. The grounds and procedures for appeal by any such regular faculty member are outlined below.

Note the following stipulations regarding discrimination on the basis of sex:

A member of the tenured and tenure-track faculty, research faculty, teaching faculty, Professor of the Practice, clinical faculty, library faculty, or advising faculty (“petitioner”) who alleges that a decision against reappointment, promotion, or promotion to tenure of that faculty member is the product of discrimination on the basis of sex may choose one of two avenues of appeal.

1. The petitioner may proceed with an appeal as outlined in Appendix A to these articles (unless Appendix A is amended in favor of the procedures established by the provisions of this subsection), which is limited to cases of alleged discrimination on the basis of sex. If the Appendix A procedure is chosen, the petitioner may also file an appeal via the process outlined below alleging discrimination on other grounds, but not discrimination on the basis of sex.
2. Alternately, the petitioner may proceed with an appeal via the process outlined below, in which discrimination on the basis of sex as well as other possible grounds for discrimination may be alleged. If the petitioner alleges discrimination on the basis of sex under the procedure outlined below, the petitioner may not also file an appeal as outlined in Appendix A.

In short, a petitioner may not submit an appeal alleging discrimination on the basis of sex under both processes but must choose one or the other.

***Article IV/Section 7/Subsection (a) Appeals by a member of the tenured and tenure-track faculty***

A member of the tenured and tenure-track faculty (“the petitioner”) may appeal a negative decision concerning reappointment, promotion, or tenure by filing a written appeal with the Provost. The grounds for appeal are limited to:

1. Academic Freedom: consideration during the reappointment, promotion, or tenure process of factors that impinge upon the academic freedom of the petitioner.
2. Discrimination: denial of reappointment, promotion or tenure, or a failure to afford the petitioner equal opportunity to demonstrate the standards expected for reappointment, promotion or tenure that has a material effect upon the reappointment, promotion, or tenure decision, as is afforded to similarly situated faculty not in the protected class, due to sex, sexual orientation, race, color, national origin, religion, disability, genetic information, age or veteran status.
3. Personal Bias: consideration during the reappointment, promotion, or tenure process of factors unrelated to the performance of the petitioner in carrying out his or her professional responsibilities, or improper and unprofessional consideration of relevant factors, demonstrating a lack of objectivity or impartiality.
4. Procedural Error: a violation of established Department, College, or University procedures during the reappointment, promotion, or tenure process.

The petitioner must submit a written appeal within 60 calendar days of notification that his or her candidacy is terminated. The written appeal shall specify each ground for appeal asserted and shall include a concise statement of facts supporting each ground for appeal. The petition should include all documents supporting the petitioner’s factual statements as are then available to the petitioner. The Provost shall disclose to the University Committee on Appeals each ground for appeal asserted, but not the name of the petitioner submitting the appeal.

The committee reviewing the appeal (“the Review Committee”) will consist of three members of the University Committee on Appeals. The Review Committee shall be formed within 15 calendar days of the filing of the written appeal. To constitute the Review Committee, the University Committee on Appeals and the petitioner each select one member of the University Committee on Appeals to serve on the Review Committee, after which the Provost selects a third member to serve on the Review Committee. The three members of the Review Committee decide who will chair the Review Committee. Any person who has had prior involvement with the case, either directly or indirectly, must recuse himself or herself. In the event of the recusal of the member of the Review Committee selected by the University Committee on Appeals, the



University Committee on Appeals shall elect a replacement. For appeals concerning promotion to full Professor, only full Professors on the University Committee on Appeals are eligible to serve on the Review Committee.

The Review Committee shall be provided by the Provost the petition submitted to the Provost and the petitioner's entire CRPT file. In the course of its investigation, the Review Committee shall have confidential access to all information it deems necessary and may interview the petitioner and all parties involved in the case or whom they deem necessary to interview. The Review Committee's investigation need not be limited to the grounds raised by the petitioner. The Provost or his or her designee resolves any dispute concerning access to confidential information.

The Review Committee does not consider whether reappointment, promotion, or tenure should have been granted, but rather makes a determination of whether the preponderance of the evidence establishes that the decision was negative due to one or more of the grounds for appeal. If the candidacy was terminated prior to the Provost's consideration, the Review Committee shall submit a written report detailing its determination and the facts upon which such determination is based to the Provost. If the candidacy was terminated by the President, the Review Committee shall submit this report to the President and the Provost. The Review Committee shall submit its report within 90 calendar days of the Review Committee's formation. The petitioner and the Dean shall be informed of the Review Committee's determination. The Provost or the President shall evaluate the report and shall determine what additional evaluation or action, if any, is appropriate. As part of this evaluation process, the Provost or the President may elect to meet with the Review Committee to discuss its report. The decision of the Provost or President regarding the appeal is final, except that the President may in his sole discretion review an appeal evaluated by the Provost. The decision of the Provost or President regarding the appeal shall be conveyed to the petitioner, the dean, and the Review Committee within 30 calendar days of the Provost's or President's receipt of the Review Committee's determination.

All documents, reports, notes, correspondence, minutes, and other materials generated as part of the review process or by the Review Committee shall be held in confidence by the members of the Review Committee, and shall be deposited with the Provost after the Review Committee has completed its work.

The Provost shall submit an annual report to the President and the individual at the University responsible for academic affirmative action. The report shall enumerate the appeals taken, the determination of the Review Committee, and the ultimate disposition of each case.

***Article IV/Section 7/Subsection (b) Appeals by a member of the research faculty, teaching faculty, professor of the practice, clinical faculty, library faculty, or advising faculty***



A member of the research faculty, teaching faculty, professor of the practice, clinical faculty, library faculty, or advising faculty may appeal a negative decision concerning reappointment or promotion by filing a written appeal with the Provost. The grounds for appeal are the same as for appeals by tenured and tenure-track faculty, described above.

The petitioner must submit a written appeal within 30 calendar days of notification of the decision against his or her reappointment or promotion. The written appeal shall specify each ground for appeal asserted and shall include a concise statement of facts supporting each ground for appeal. The petition should include all documents supporting the petitioner's factual statements as are then available to the petitioner. The Provost shall disclose to the University Committee on Other Regular Faculty Appeals (see Article V/Section 3/Subsection (m)) each ground for appeal asserted, but not the name of the petitioner submitting the appeal.

The committee reviewing the appeal ("the Review Committee") shall consist of three members of the University Committee on Other Regular Faculty Appeals. The Review Committee will be formed within 15 calendar days of the filing of the written appeal. To constitute the Review Committee, the University Committee on Other Regular Faculty Appeals and the petitioner each select one member of the University Committee on Other Regular Faculty Appeals to serve on the Review Committee, after which the Provost selects a third member to serve the Review Committee. The three members of the Review Committee decide who will chair the Review Committee. Any person who has had prior involvement with the case, either directly or indirectly, must recuse himself or herself from service on the Review Committee. In the event of the recusal of the member of the Review Committee selected by the University Committee on Other Regular Faculty Appeals, the University Committee on Other Regular Faculty Appeals shall elect a replacement.

The Review Committee shall be provided by the Provost the petition submitted to the Provost and the petitioner's entire CRPT file. In the course of its investigation, the Review Committee shall have confidential access to all information it deems necessary and may interview the petitioner and all parties involved in the case or whom they deem necessary to interview. The Review Committee's investigation need not be limited to the grounds raised by the petitioner. The Provost or his or her designee resolves any dispute concerning access to confidential information.

The Review Committee does not consider whether reappointment or promotion should have been granted, but rather makes a determination of whether the preponderance of the evidence establishes that the decision was negative due to one or more of the grounds for appeal. The Review Committee shall submit a written report detailing its determination and the facts upon which such determination is based to the Provost. If the Review Committee finds that the Provost's actions caused one or more valid grounds for appeal, then the Review Committee

submits the written report to the President. The Review Committee shall submit its report within 30 calendar days of the Review Committee's formation. The petitioner and the Dean or the Director shall be informed of the Review Committee's determination. The Provost or the President shall evaluate the report and shall determine what additional evaluation or action, if any, is appropriate. As part of this evaluation process, the Provost or the President may elect to meet with the Review Committee to discuss its report. The decision of the Provost or the President regarding the appeal is final, except that the President may in his sole discretion review an appeal evaluated by the Provost. The decision of the Provost or President regarding the appeal shall be conveyed to the petitioner, the Dean or Director, and the Review Committee within 15 calendar days of the Provost's or the President's receipt of the Review Committee's determination.

All documents, reports, notes, correspondence, minutes, and other materials generated as part of the review process or by the Review Committee shall be held in confidence by the members of the Review Committee, and shall be deposited with the Provost after the Review Committee has completed its work.

The Provost shall submit an annual report to the President and the individual at the University responsible for academic affirmative action. The report shall enumerate the appeals taken, the determination of the Review Committee, and the ultimate disposition of each case.

***Article IV/Section 8/Dismissal Without Serious Cause***

***Article IV/Section 8/Subsection (a) Discontinuance of a Department or Academic Unit***

Discontinuance of one of its Departments or academic units may oblige the University to terminate the services of faculty members in that organization. A bona fide effort shall be made to relocate elsewhere in the University such faculty members, especially those with tenure. If a faculty member's appointment is terminated for this reason, it shall be continued for at least 12 months from the date of notification.

***Article IV/Section 8/Subsection (b) Financial Exigency***

Circumstances of extreme financial exigency may oblige the University to terminate faculty members with tenure. Financial exigency entails a severe financial crisis that fundamentally compromises the academic integrity of the institution as a whole and that cannot be alleviated by less drastic means. In such extreme circumstances, faculty may be terminated at the point of such a declaration.

***Article IV/Section 9/Severe Sanctions for Serious Cause***

The University may impose one or more severe sanctions on any faculty member for serious cause according to these procedures. Except for circumstances described in Section 8, faculty members with tenure may be dismissed from employment only for serious cause.

***Article IV/Section 9/Subsection (a) Definition of Serious Cause***

“Serious cause” consists of any of the following: significant and deliberate academic dishonesty or plagiarism; misrepresentation of academic credentials; professional incompetence; continued neglect of academic duties, regulations, or responsibilities; conviction of a felony; significant and deliberate personal or professional misconduct (including, but not limited to, sexual harassment or discrimination in violation of University policies); continual significant disregard for the Catholic character of the University; or causing notorious and public scandal. Gross negligence may constitute deliberate conduct for the purposes of this subsection. Nothing in these definitions shall be construed so as to deny the right of a member of the faculty to academic freedom and associated responsibilities as defined in Article IV, Section 2 of these Articles.

***Article IV/Section 9/Subsection (b) Definition of Severe Sanction***

“Severe sanction” consists of any of the following: dismissal from employment; suspension; revocation of tenure; demotion in academic rank; and reduction of individual salary of more than 2% (not including reduction due to financial exigency causing widespread reductions). Notwithstanding any language in the Academic Articles to the contrary, Article IV/Section 9/Subsection (c) (“Procedures for Imposing Severe Sanctions”) shall not apply to any severe sanction that is the outcome of a finding of Sexual Harassment pursuant to the University’s Policy on Discriminatory Harassment, Sexual Harassment, and Other Sex-Based Misconduct. Changes to the section of the University’s Procedures for Resolving Concerns of Discriminatory Harassment, Sexual Harassment and Other Sexual Misconduct entitled “Sexual Harassment Procedures” must generally be approved by the Academic Council. However, the Executive Committee of the Academic Council has the authority to approve changes to the “Sexual Harassment Procedures” deemed “minor” or “administrative.” When such “minor” or “administrative” changes are approved by the Executive Committee, they must be reported to the Academic Council at its next regularly scheduled meeting.

***Article IV/Section 9/Subsection (c) Procedures for Imposing Severe Sanctions***

In order to impose one or more severe sanctions on a faculty member for serious cause, the University must adhere to the following procedures:

1. Notice and Potential for Resolution. The Provost initiates the process by providing the faculty member with initial written notice of: the serious cause that is alleged; the basis for the allegation; the severe sanction(s) that are sought; the procedures available under this section of

the articles, including the procedures in paragraph (2) of this subsection concerning the faculty member's right to request a hearing or submit a written response; and the earliest date on which the severe sanction(s) may be imposed if the faculty member does not request a hearing. The earliest date for imposing the severe sanction(s) must be at least 45 days after delivery of the initial written notice to the faculty member. The Provost shall also provide the President with a copy of the initial written notice. After providing the faculty member and the President with the initial written notice, the Provost may, in his or her sole discretion, meet with the faculty member to attempt resolution of the matter.

If efforts at resolution of the matter between the Provost and the faculty member do not occur or are not concluded within 15 days after delivery of the initial written notice to the faculty member, or within an extended period of time for resolution mutually agreed upon by the Provost and the faculty member in writing, then the procedures described in paragraphs (2) through (6) of this subsection will apply.

## 2. Right to Request a Hearing or Submit a Written Response.

**Right to Request a Hearing.** The faculty member has the right to request a hearing. The faculty member must make the request in a timely manner by submitting written notice of the request to the Provost within 30 days after delivery of the initial written notice to the faculty member or within 15 days of the end of an extended period of time for resolution mutually agreed upon by the Provost and the faculty member pursuant to paragraph (1) of this subsection, whichever is later. If the faculty member requests a hearing in a timely manner, no severe sanction may be imposed until after the faculty member is afforded a hearing conducted in accordance with the provisions of paragraph (3) of this subsection.

**Right to Submit a Written Response.** In lieu of requesting a hearing, the faculty member has the right to submit a written response to the initial written notice. This response becomes a part of the faculty member's record. The faculty member must submit the written response in a timely manner by submitting it to the Provost within 30 days after delivery of the initial written notice to the faculty member or within 15 days of the end of an extended period of time for resolution mutually agreed upon by the Provost and the faculty member pursuant to paragraph (1) of this subsection, whichever is later.

**Decision Without a Hearing.** If the faculty member does not request a hearing in a timely manner, the Provost shall consider all the available evidence (including the faculty member's written response, if one is submitted in a timely manner) and decide the case. The Provost shall then inform the faculty member in writing of this decision and the reasons for it. If the decision is to impose one or more severe sanctions, the Provost may impose, on a date no earlier than the

date specified in the initial written notice, either the originally proposed sanction(s), or an alternative sanction(s) agreed to in writing by the faculty member.

3. Hearing Process. If the faculty member requests a hearing in a timely manner with regard to the imposition of one or more severe sanctions, the Provost shall disclose to the Executive Committee of the Academic Council the serious cause that is alleged, but not the name of the faculty member. The Executive Committee shall then elect a three-person Hearing Committee from among the tenured faculty who are elected members of the Academic Council. The individuals elected to the Hearing Committee shall be provided upon their election with a copy of the initial written notice that was delivered to the faculty member. An individual elected to the Hearing Committee must recuse himself or herself for bias or interest and must make this determination within five days of his or her election to the Hearing Committee. In the event of a Hearing Committee member's recusal, the Executive Committee shall elect a replacement (who also must be from among the tenured faculty who are elected members of the Academic Council). After the Hearing Committee has been constituted, the Provost establishes a date for the hearing, which shall be no less than 60 days and no more than 90 days following the constitution of the Hearing Committee. The Hearing Committee shall select from its members a Chair to be primarily responsible for managing the schedule and activity of the committee.

The role of the Hearing Committee is to conduct a confidential hearing and then make a finding of whether acts or omissions of the faculty member constitute serious cause as defined in subsection (a). The burden of proof rests with the University, and the burden is satisfied only by clear and convincing evidence.

At least 30 days prior to the hearing, the Hearing Committee shall hold at least one joint pre-hearing meeting with both parties, and/or their legal counsel, in order (i) to inform the parties of the structure of the hearing, including the process that will be utilized for the presentation of witnesses and evidence; (ii) to effect stipulations of facts (if any); (iii) to inform the parties of any memoranda or statements of argument that the Hearing Committee will consider in relation to the hearing and any limitations or requirements pertaining to such documents; and (iv) to achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

The Hearing Committee shall have the discretion to structure the hearing as it determines is fair and appropriate in light of the nature of the serious cause alleged, provided that with respect to all hearings (i) the faculty member shall have the right to be present and to have legal counsel present (at the faculty member's expense), the right to confront adverse witnesses for questioning, the right to present witnesses, and the right to testify in his or her own defense; (ii) the University shall have the right to have legal counsel present, the right to confront witnesses presented by the faculty member for questioning (including the faculty member, if he or she

testifies), and the right to present witnesses; (iii) the University shall present its case at the hearing first, after which the faculty member shall have the option of presenting a defense; and (iv) a verbatim record of the hearing shall be made and a copy of it shall be provided to all parties. Upon the Hearing Committee's request, the University shall provide an independent expert or experts, any of whom may have legal expertise, to advise the committee on the structure and administration of the hearing and its other functions.

Within 15 days of the conclusion of the hearing, the Hearing Committee shall present a written report to the Provost and to the faculty member stating whether clear and convincing evidence demonstrates that acts or omissions of the faculty member constitute serious cause and summarizing the facts upon which such finding is based. If the Committee finds that serious cause exists, the Committee may, but is not required to, provide an opinion in its report as to which severe sanction(s) should be imposed on the faculty member. Within 30 days after receiving the Hearing Committee's report, the Provost shall decide the case and inform the faculty member, the Hearing Committee, and the President in writing of his or her decision and of the reasons for the decision.

4. Right of Appeal. If the Provost's decision after a hearing is to impose one or more severe sanctions on the faculty member, the faculty member shall have the right to appeal the decision to the President. The faculty member appeals the decision by providing the President with a written notice of appeal within 10 days of receiving the decision.

The role of the President in the appeal is to determine whether sufficient evidence in the record supports a finding of serious cause. If the President determines that sufficient evidence in the record supports such a finding, the President also determines the severe sanction(s). The President makes the final decision on the appeal and communicates that decision, within 30 days of receipt of the written notice of appeal, to the faculty member, the Hearing Committee, and the Provost. If the President does not concur with the Hearing Committee's finding regarding serious cause, the President shall provide the faculty member, the Hearing Committee, and the Provost with a written explanation for this difference.

5. Confidentiality. All participants in the hearing process, including the members of the Hearing Committee, must maintain the strictest confidentiality concerning all proceedings, investigations, and discussions, all information or documents presented, and all recommendations made at the various levels of responsibility under this section, except in the event that litigation requires disclosure.

6. Dismissal Date. Ordinarily, any dismissal immediately follows the final decision. However, the President may, in any situation that he determines in his sole discretion to be extraordinarily grave and after receiving the initial written notice from the Provost pursuant to paragraph (1) of

this subsection, immediately remove a faculty member from participation in some or all University activities, pending completion of the procedures set out in subsection (c) of this section. In all cases arising under this section, the accused faculty member is entitled to full salary until any final decision is reached.

7. Indemnification. The University shall indemnify any faculty member who participates as a member of the hearing committee from legal liability that may arise as a result of the hearing committee in fulfilling its function as described in Article IV, Section 9.

8. Extensions. Any deadline set forth in paragraph (3) or paragraph (4) of this subsection may be extended by mutual agreement of the University's legal counsel and either the faculty member or the faculty member's legal counsel.

***Article IV/Section 9/Subsection (d) Temporary Suspension of Faculty in Exigent Circumstances***

Nothing in Section 9 regarding dismissal for serious cause shall be construed to prevent the University from suspending a faculty member on a temporary basis, with pay, and/or excluding that faculty member from campus if the President determines that the faculty member poses an imminent threat of harm to himself or herself, or to any other member of the campus community (including students, faculty, and staff). Such temporary suspensions may not last for more than six months, after which the procedures for dismissal with serious cause must be followed.

***Article IV/Section 10/Contracts for Services***

The agreement for faculty services between the University and a member of the faculty is stated in a written contract or letter of appointment. Nothing in a contract or letter of appointment regarding an untenured appointment implies an undertaking by the University to reappoint that member of the faculty.

***Article IV/Section 11/Faculty Services***

The University expects members of the faculty to make significant contributions to sound instruction and to significant scholarly inquiry. Members of the faculty have the further obligation to participate in the processes by which the conditions for teaching, learning, and scholarly inquiry are determined and administered in the University. Also, members of the faculty are available to students for that further kind of tutelage that ranges beyond the strictly academic.

The University acknowledges that public service beyond the campus and the academic community, when consistent with one's obligations to the University, appropriately enhances one's academic services.



The University encourages each of its academic units to call upon the services of an individual member of the faculty according to that member's current interests and talents, and in light of the aims and needs of the program.

For each semester, the Chairperson, Dean, or Director devises for each member of the faculty a schedule of service to the program. This schedule is presented to the appropriate administrators for review, coordination, and approval.

Members of the faculty are required to attend formal meetings of the faculty of the University, College or School, and Department as appropriate, and to attend, in academic garb when requested, commencement exercises and other formal academic events.

***Article IV/Section 12/Faculty Grievance Procedures***

A grievance is a claim by a faculty member to have suffered substantially unfair or unprofessional treatment in matters unrelated to dismissal or severe sanctions, compensation, reappointment, promotion, or tenure. Grievable actions include, but are not limited to: violations of academic freedom; arbitrary changes in teaching assignments or workloads; involuntary repositioning within the University; and unilateral alteration of the terms of appointment.

A faculty member asserting a grievance should, before invocation of the procedure set forth below, seek informal resolution by making the grievance known to administrators in successive echelons until the matter is satisfactorily resolved, or until the grievance is denied by the appropriate Dean or Director. If the attempt to achieve a resolution fails, the aggrieved may submit a written petition to the chairperson of the Faculty Grievance Committee ("the committee," see subsection (a) below). Such written petition must be filed within 180 days of the action being grieved or notification that informal resolution, begun within 180 days of the action being grieved, has failed, whichever is later.

The written petition, accompanied by any supporting documentation in the petitioner's possession, should set forth in detail the nature of the grievance, the person against whom the grievance is directed, and the resolution requested.

The Chairperson of the committee appoints a panel of three members from the committee. The panel consults with the grievant, the person against whom the grievance is directed and, as necessary, with other members of the faculty and administration, and conducts such other investigation as the panel deems appropriate. In any investigation, the panel has confidential access to all necessary information. In any dispute concerning such access the Provost and the Chairperson of the committee will seek a resolution.



Should no resolution be reached, the President has final authority and must provide, in writing, a compelling reason for any denial of access to requested information. The panel takes all steps necessary to protect confidential statements and materials. At all stages of its process, the panel seeks settlement of the grievance satisfactory to the parties. If in the opinion of the panel such a settlement is either impossible or inappropriate, the panel, at the conclusion of its process, issues its written recommendations to the parties, and both a written report and recommendations to the Provost, who makes the decision. Absent extenuating circumstances, the panel completes its process within 60 days of its receipt of the petition. Upon receipt of the report, the Provost may either render a decision or ask the panel to investigate and consider the matter further. If the Provost is immediately involved in the grievance, the report and recommendations go to the President for a decision.

If redress is recommended by the panel, but denied by the Provost or President, that administrative official shall meet with the panel, and also with the petitioner, and give the petitioner, in writing, his or her reasons for rejecting the recommendations.

The panel maintains the strictest confidence consistent with its duties. This includes all proceedings, investigations, or discussions, all information or documents secured, and all recommendations made in connection with their responsibilities under this section. Nothing in this section entitles any petitioner to access any confidential information.

***Article IV/Section 12/Subsection (a) Composition of the Faculty Grievance Committee***

The committee consists of 10 members, one of whom is elected by and from the tenured and tenure-track faculty of each of the Colleges and Schools, and three of whom are elected from the other categories of regular faculty, collectively. Members serve staggered, three-year terms. No one may serve two consecutive terms.

The Chairperson, elected yearly by the committee, sends a written report to the Academic Council before the beginning of each academic year. The report includes only the total number of grievances filed during the preceding year and the general categories into which the grievances fell.

***Article IV/Section 13/Faculty Salaries***

The services of members of the tenured and tenure-track faculty are usually engaged for the academic year of two semesters. The services of members of other categories of regular faculty usually will be engaged for the academic year of two semesters or for the full calendar year of 12 months, as specified in the faculty member's letter of appointment.

In cases where services of members of the faculty are engaged for the academic year of two semesters, salaries are for services during that period. If appointed for the summer session, such members receive additional compensation.

In cases where the services of members of the faculty are engaged for the full year of 12 months, such members serve in the summer period without additional compensation. Research and study are also recognized as summer services, and periodic summer leaves of absence with pay can be granted to members who are on full-year contracts.

Members who are engaged in University research projects supported by outside agencies during the periods for which their services are contracted are not compensated for such work in addition to their regular salaries.

***Article IV/Section 14/Leave of Absence***

Consistent with its views on faculty services, the University recognizes the importance, for its own wellbeing, of faculty leaves of absence. The University does not, however, subscribe to rigid formulae for such leaves. Requests for a leave of absence must ordinarily be submitted to the Chairperson of the Department or other appropriate academic officer at least six months in advance of the beginning of the period of leave requested. Leave of absence is also granted as indicated in the family and medical leave policy. Leave of absence officially granted by the University with or without remuneration is counted as service for purpose of tenure and promotion unless otherwise expressly stipulated.

***Article IV/Section 15/Retirement***

A member of the faculty may retire in accordance with the Notre Dame Faculty and Administrators' Retirement Plan. Retired faculty members are eligible for benefits set forth in the [plan](#).

**Article V, Organization of the Faculty**

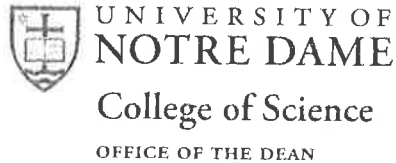
***Article V/Section 1/Academic Organization***

The faculty is organized into Colleges, Schools, academic Departments, University Institutes and Centers, and the library.

***Article V/Section 2/Meetings***

The faculty meets as a whole at least once a year on a date to receive an address from the President. Additional regular or special meetings may be called at the President's discretion. The faculty of each Department and academic unit meets at least once each semester to consider the business, policies, and development of its interests. Meetings are called by the appropriate Department Chair or head of the academic unit; such a meeting may be called, and/or an item placed on the agenda, upon written petition of at least 25 percent, or 25 members, of the faculty

# EXHIBIT D



July 29, 2014

Professor Kasturi Haldar  
Rev. Julius A. Nieuwland, C.S.C. Prof. of Biological Sciences  
100 Galvin Hall  
Notre Dame, IN 46556

Dear Professor Haldar,

On behalf of myself and the review committee, including professors Henderson, Baker, and D'Souza- Schorey, I would like to congratulate you on your reappointment as the Director of the Center for Rare and Neglected Diseases. This appointment will be for a period of three years, beginning July 1, 2014 and continuing through June 30, 2017, serving at the pleasure of the Dean of the College of Science.

Your primary appointment remains with the Department of Biological Sciences and your service as the director of CRND is with the agreement of the Chair of the Department. This letter is supplementary to your faculty appointment letter as Professor of Biological Sciences and should not impact the terms of that letter. In your role as director, you will report to me both operationally and administratively. Your annual review for this role will be conducted through my office and forwarded to the Department of Biological Sciences, which will integrate this evaluation with the evaluation of your role as Professor in the department.

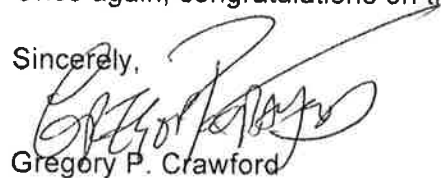
The majority of the funding for the center will continue to come from the Parsons and Quinn endowment. That funding, along with college supplement will be \$250,000 per year. In addition, we talked about a new program being developed within the College of Science that is expected to provide additional incentives for extramural funding as well as provide flexible resources to college-based centers. For the current fiscal year, the college will contribute \$50,000 to your budget until we can work out a plan to share returns of indirect costs with all college centers.

As we discussed in our previous meeting, the review committee brought up several suggestions that came about through their due diligence in this process: a desire to leverage your skills and reputation to lead team and training grant opportunities; broader engagement with center stakeholders; and more prominent leadership of NPC endeavors.

I look forward to working with you on incorporating the feedback of the review committee in the upcoming year, including establishing an oversight committee and developing a strategic plan which concentrates on research directions, administrative governance structure, cross-disciplinary strategies, and extramural and fundraising strategies.

Once again, congratulations on this well-deserved reappointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory P. Crawford', written over the word 'Sincerely,'.

Gregory P. Crawford  
William K. Warren Foundation Dean  
Professor of Physics

Copy to: Dr. Thomas Burish  
Dr. Robert Bernhard  
Dr. Christine Maziar  
Dr. Daniel Myers  
Dr. Brian Baker  
Dr. Crislyn D'Souza-Schorey  
Dr. Kenneth Henderson