
VII

CODE OF ACADEMIC FREEDOM AND TENURE

§70. Academic freedom

- a. Academic freedom implies that all officers of instruction are entitled to freedom in the classroom in discussing their subjects; that they are entitled to freedom in research and in the publication of its results; and that they may not be penalized by the University for expressions of opinion or associations in their private or civic capacity; but they should bear in mind the special obligations arising from their position in the academic community.
- b. *Officers of instruction.* As used in this Chapter, “officer of instruction” means any person whose appointment in the Columbia Corporation is primarily for teaching, whether full time or part time, with or without tenure, whatever his or her title or type of appointment held, and whether or not assigned to membership in any Faculty. Where the provisions of this Chapter apply only to full-time officers of instruction, or only to those with tenure, necessary qualification is made.

§71. Tenure

- a. *Definition.* To protect their academic freedom, officers of instruction are granted term appointments (i.e., for a specified length of time), during the currency of which they cannot be dismissed without cause; or appointments with tenure (i.e., without stated term), in which case they cannot be dismissed without cause, except in extraordinary circumstances in case of Discontinuance of a Unit (Section 74).
- b. *Eligibility and time limit.*
 1. Except as described in Sections 71(b)(2), 71(b)(3), 71(b)(4), 71(c) and 71(g) below, no officer of instruction shall be appointed or reappointed for full-time service for a period longer than eight consecutive years unless granted

tenure. *Ad hoc* committee review for these officers is normally expected to occur no later than the officer's seventh year of service, except with the special permission of any Provost.

2. Except as described in Sections 71(b)(4), 71(c) and 71(g) below, no officer of instruction in the Faculties of Dental Medicine, Medicine, Nursing, and Public Health with substantial clinical responsibilities in any patient care setting shall be appointed or reappointed for full-time service for a period longer than eleven consecutive years unless granted tenure. *Ad hoc* committee review for these officers is normally expected to occur no later than the officer's tenth year of service, except with the special permission of any Provost. For the purpose of this provision, substantial clinical responsibility is defined as an average clinical commitment of two months per year in each of the first four years of appointment, with the expectation that the officer will continue to perform at least the same average level of clinical responsibilities for the remainder of his or her nontenured service.
3. When the departmental recommendation [of an officer] for promotion to tenure of an officer without substantial clinical responsibilities is not reviewed by an ad hoc committee until the officer's eighth year of service and, after receipt of the recommendation of the ad hoc committee, the appointment is not approved by the President or the Trustees, the officer shall be offered reappointment for a ninth and terminal year of service and shall not be deemed to have tenure as a consequence of such reappointment.
4. When the departmental recommendation for promotion to tenure of an officer with substantial clinical responsibilities is not reviewed by an ad hoc committee until the officer's eleventh year of service and, after receipt of the recommendation of the ad hoc committee, the appointment is not approved by the President or the Trustees, the officer shall be offered reappointment for a twelfth and terminal year of service and shall not be deemed to have tenure as a consequence of such reappointment.

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5. Any officer of instruction with a full-time appointment whose teaching obligation has for any reason been lightened by the appropriate officials will still be considered a full-time officer. Part-time service, discontinuous full-time service, service elsewhere than at Columbia University, one year of full-time service in a nonprofessional rank, and certain leaves of absence (as provided in Section 71f) shall not count in setting the eight-year limit for officers of instruction without substantial clinical responsibilities or the eleven-year limit for officers of instruction with substantial clinical responsibilities. In addition, the President may rule that a year of appointment is not to count for this purpose when an officer without substantial clinical responsibilities who is in the seventh, eighth or ninth year of counted service or an officer with substantial clinical responsibilities who is in the tenth, eleventh or twelfth year of counted service has been denied tenure, the Faculty Affairs Committee of the University Senate has recommended that the officer be given a new review after a grievance hearing under Section 73b, and the Provost or the President has accepted that recommendation. However, part-time service of officers given career appointments under Section 71c shall count toward the limit in the manner there prescribed.
- c. *Part-time career appointments for parents; additional eligibility of service for parents.*
 1. To enable persons who are professionally committed to University service to care for their children, departments may make part-time career appointments of eligible persons to junior ranks leading to tenure. Persons shall be eligible for this status only if they have one or more children under nine years of age at the beginning of the first academic year for which part-time career status is held. They must be primarily responsible for the raising of these children and must plan to spend a very substantial amount of time in that capacity. Eligible persons may be originally appointed to part-time career status or, with the consent of their departments, may change from

full-time to part-time career status, or vice versa. Because of the purpose for which, and the circumstances in which such status is accorded, holders of such appointments are expected not to engage in gainful employment outside the University. Each year of part-time career status shall be counted as one-half year of full-time service in calculating the eight-year limit on appointments without tenure for officers without substantial clinical responsibilities and the eleven-year limit on appointments without tenure for officers with substantial clinical responsibilities.

2. Any professor, associate professor, assistant professor or instructor appointed with stated term who assumes primary responsibility for the care of a child within one year of the birth or adoption of the child may, at the discretion of the President and upon written request to his or her department, be eligible for one additional year of full-time service, which will not count in setting the limits on nontenured service set forth in Section 71(b). In the case of the birth or adoption of multiple children at the same time, eligibility is limited to one year of full-time service for each set of children. Faculty who have periods of appointment excluded from the eight-year limit on nontenured service by virtue of leaves of absence to care for a child may not have additional periods excluded under this Section 71(c)(2) for that child. The additional year or years of nontenured service provided in this Section 71(c)(2) may be taken in addition to the other exceptions to the normal limits on nontenured service provided in Sections 71(b), 71(c)(1) and 71(f).

d. *Term appointments.*

1. All officers of instruction without tenure shall initially be appointed for one year. Reappointment of full-time officers so appointed with at least one year of residence at Columbia University may be for one, two, or three years. However, at the conclusion of any term appointment, an officer of instruction may with due notice be offered a one-year terminal appointment, even though such appointment will not complete eight years of service

in the case of officers without substantial clinical responsibilities or eleven years of service in the case of officers with substantial clinical responsibilities.

2. In no case will term appointments of officers without substantial clinical responsibilities continue beyond eight years of full-time continuous service, except as provided above (Section 71b). Any such officer appointed for a ninth or subsequent year of full-time continuous service shall, except as provided above (Section 71b), be deemed to have tenure (i.e., to have an appointment without stated term) regardless of his or her University title, salary or other conditions of employment, and whether or not the appointment has been considered by an *ad hoc* committee.
 3. In no case will term appointments of officers with substantial clinical responsibilities continue beyond eleven years of full-time continuous service, except as provided above (Section 71b). Any such officer appointed for a twelfth or subsequent year of full-time continuous service shall, except as provided above (Section 71b), be deemed to have tenure (i.e., to have an appointment without stated term) regardless of his or her University title, salary, or other conditions of employment, and whether or not the appointment has been considered by an *ad hoc* committee.
- e. *Formal consideration for tenure.*
1. A full-time officer of instruction holding a term appointment may be considered by his or her department for tenure at any time.
 2. If an officer without substantial clinical responsibilities is reappointed and reaches the fourth, fifth, or sixth year of full-time service, the officer of instruction must, if he or she so requests, be considered for tenure during such year of service. Such an officer must be considered for tenure in any case not later than the end of the penultimate (i.e., seventh) year of his or her full-time service, in order that sufficient time may be allowed so that
 - a. if the departmental decision is favorable, budgetary

approval may be given and approval by an *ad hoc* committee (where applicable) concluded prior to May 31 of the following (i.e., his or her eighth) year of service; and so that

- b. if the decision of the department is unfavorable, the officer can be given clear and unambiguous notice, in writing, of his or her reappointment for an eighth and terminal year of service, not later than May 31 of his or her seventh year of service; and so that
 - c. if the departmental decision is favorable but, in cases where *ad hoc* committee review has been deferred to the eighth year of service with the special permission of a Provost, the decision of the *ad hoc* committee is unfavorable, or if a tenure appointment is not granted by the President or the Trustees, the officer can be given clear and unambiguous notice, in writing, of the decision and notification of his or her reappointment for a ninth and terminal year of service before the end of his or her eighth year of service. If the department's decision is unfavorable, the officer may ask for a written statement of reasons, in response to which request the chair of the department must state in writing his or her belief as to the reasons for the department's decision.
3. If an officer with substantial clinical responsibilities is reappointed and reaches the seventh, eighth, or ninth year of full-time service, the officer of instruction must, if he or she so requests, be considered for tenure during such year of service. Such an officer must be considered for tenure in any case not later than the end of the penultimate (i.e., tenth) year of his or her full-time service, in order that sufficient time may be allowed so that
- a. if the departmental decision is favorable, budgetary approval may be given and approval by an *ad hoc* committee (where applicable) concluded prior to May 31 of the following (i.e., his or her eleventh) year of service; and so that

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- b. if the decision of the department is unfavorable, the officer can be given clear and unambiguous notice, in writing, of his or her reappointment for an eleventh and terminal year of service, not later than May 31 of his or her tenth year of service; and so that
 - c. if the departmental decision is favorable but, in cases where *ad hoc* committee review has been deferred to the eleventh year of service with the special permission of a Provost, the decision of the *ad hoc* committee is unfavorable, or if a tenure appointment is not granted by the President or the Trustees, the officer can be given clear and unambiguous notice, in writing, of the decision and notification of his or her reappointment for a twelfth and terminal year of service before the end of his or her eleventh year of service. If the department's decision is unfavorable, the officer may ask for a written statement of reasons, in response to which request the chairman of the department must state in writing his or her belief as to the reasons for the department's decision.
 - f. *Leaves of absence (term appointments)*. Upon written request, and with the approval of his or her department and the dean or vice president of his or her Faculty, a full-time officer of instruction holding a term appointment of professorial rank may be granted leave of absence or full exemption from teaching duties for a period up to and including one academic year. Except in the case of officers of instruction with one year of full-time service in a nonprofessorial rank, the first year of such leave or exemption from teaching duties will not count as part of the maximum number of years of service allowed for term appointments provided above (Section 71b). Subsequent periods of leave or exemption from teaching duties shall normally count as part of the maximum number of years allowed for term appointments. In cases of medical, maternity, or compulsory military service leave, however, or for reasons of personal hardship, the President, upon written request from the officer of instruction and with the approval of his or her department and the dean or vice president of his or her

Faculty, may rule that the leave of absence is not to count for this purpose. Leaves do not constitute a break in continuous service.

- g. *Exceptions.* Subsections (b), (d), and (e) of this Section shall not apply to the following officers of instruction:
1. members of the Faculties of Medicine, of Dental Medicine, of Nursing, or of Public Health who hold clinical titles or titles indicating an appointment in an affiliated hospital or institute or at the Columbia University Medical Center;
 2. persons with appointments as senior lecturer in (discipline), lecturer in (discipline), and associate in (discipline);
 3. persons with appointments as clinical professor of law, associate clinical professor of law, and assistant clinical professor of law; and
 4. persons with appointments as professor of professional practice in (department), associate professor of professional practice in (department), and assistant professor of professional practice in (department).

A person who has once held an appointment as a clinical professor of law, associate clinical professor of law, or assistant clinical professor of law may not ordinarily thereafter receive a tenure appointment; a person who has once held an appointment as professor of law, associate professor of law, or assistant professor of law may not ordinarily thereafter receive an appointment as clinical professor of law, associate clinical professor of law, or assistant clinical professor of law.

§72. Appointment, reappointment, resignation, and retirement

- a. *Written appointments.* Terms and conditions of every appointment or reappointment of an officer of instruction will be stated or confirmed in writing by the chair of the department at the time the offer of appointment or reappointment is made. The notification will state whether the appointment or reappointment is for full-time or for part-time service. All written communications by a chair of

a department stating the terms and conditions of an offer of appointment or reappointment shall state that the offer of appointment or reappointment is made subject to the approval of the Trustees, the President, or the Secretary, as the case may be, with respect to the proposed appointment or reappointment, and shall be approved in advance of delivery by the dean of the Faculty in which the appointment or reappointment is proposed to be made.

- b. *Notice of renewal.* Every full-time officer of instruction holding a term appointment will, if reappointed, be so informed in writing. Notification of renewal should follow the time schedule outlined in Section 72c below. Notification of the terms and conditions of renewal of a term appointment should be made by March 15, and in no case later than May 1, unless the President has announced delay in formal approval of the University budget for the next academic year. (Note: The provisions of this subparagraph have been suspended by the Trustees until the President notifies the Trustees that administrative budgeting procedures have been developed to ensure that the University budget and appointment procedures shall be completed by March 15 of each year.)
- c. *Notice of nonrenewal.* Written notice to a full-time officer of instruction who holds a term appointment, informing him or her that his or her appointment is not to be renewed, will be given in advance of the expiration of his or her appointment, as follows:
1. not later than March 1 of the first academic year of full-time service;
 2. not later than December 15 of the second academic year of full-time service, if the appointment expires at the end of that academic year;
 3. at least twelve months before the expiration of an appointment after two and up to seven years of full-time service;
 4. at least eighteen months before the expiration of an appointment after seven and up to twelve years of full-time service; and

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5. at least twenty-four months before the expiration of an appointment after twelve or more years of full-time service.

The provisions of this subsection (c) shall not apply to members of the Faculties of Medicine, of Dental Medicine, of Nursing, or of Public Health who are non-tenured full-time officers of instruction who hold titles modified by “at the Columbia University Medical Center”, provided, however, that written notice will be given to such an officer, informing him or her that his or her appointment is not to be renewed, for any reason, other than the termination or modification of the affiliation between the University and an affiliated institution, or the closing or curtailment of the operations of such institution, in advance of the expiration of his or her appointment, as follows:

1. at least three months before the expiration of an appointment up to two years of full-time service;
2. at least six months before the expiration of an appointment after two years and up to eight years of full-time service, provided that the appointment will terminate on December 31 or June 30; and
3. at least twelve months before the expiration of an appointment after eight years of full-time service, which may be given at any time during the academic year with the appointment ending on the date twelve months from the notice of nonrenewal, whether or not that date falls on June 30 or December 31.

The notice provisions of this subsection (c) are subject to the dismissal and suspension provisions of Section 75, and shall not apply in the event of existence of grounds for dismissal in accordance with University policy.

- d. *Notice of resignation.* A full-time officer of instruction who wishes to resign at the end of the academic year should give notice in writing at the earliest possible opportunity, but not later than April 1, or 30 days after receiving notification of the terms of his or her appointment for the coming year, whichever date occurs later. The officer of instruction may properly request a waiver of this requirement of notice, in case of hardship or in

a situation in which he or she would otherwise be denied substantial professional advancement or other opportunity.

- e. *Disability.* The University may at any time retire an officer of instruction on clear and convincing medical grounds. The University may require an officer of instruction at the expense of the University to undergo a medical examination by a physician designated by the University in any case in which a question of medical disability arises. If the officer of instruction denies such grounds and claims continued fitness, he or she may appeal to the University Senate Committee on Faculty Affairs, Academic Freedom, and Tenure (“The Faculty Affairs Committee”), which will attempt to resolve the matter. If the officer of instruction is still not satisfied, he or she may ask for a hearing (Section 75). The retirement of a full-time officer of instruction on medical grounds shall be effective as of the date on which the disability is determined to have occurred, and the officer shall be entitled to six months’ salary from such date and in addition thereafter to the benefits to which he or she is entitled under the terms of any disability insurance or similar plan maintained under Section 84 in which he or she is a participant.

§73. Grievance procedures

- a. *General.* Where an officer of instruction has a grievance against his or her department, or against the University administration, he or she should complain in writing to the University Senate Committee on Faculty Affairs, Academic Freedom, and Tenure (“The Faculty Affairs Committee”). The Faculty Affairs Committee may inquire into the matter and mediate between the officer and the department, or between the officer and the University administration.
- b. *Reappointment and promotion.* If any officer of instruction holding a term appointment (including instructional appointments restricted to graduate students) alleges that discrimination because of race, color, religion, sex, age, or national origin, prejudice or violation of academic freedom significantly contributed to a decision not to reappoint him or her, or not to promote to tenure, or alleges that procedures were

defective in reaching a decision not to promote to tenure, or alleges that student opinion as to his or her teaching ability was not effectively sought in reaching a decision not to promote to tenure, he or she may complain in writing to the Faculty Affairs Committee, stating the grounds for the allegation. These are the only grounds on which the Faculty Affairs Committee will recognize a challenge to such a decision. If they are alleged, the Faculty Affairs Committee will inquire into the circumstances and may make recommendations for resolving the dispute. The Faculty Affairs Committee and its duly constituted subcommittees shall have access to information relevant in grievance investigations, pursuant to guidelines for such access as agreed upon between the committee and the Provost. If the matter remains unresolved, and if, but only if, the Faculty Affairs Committee finds substantial grounds for believing that a violation of academic freedom or discrimination because of race, color, religion, sex, age, or national origin has occurred, it may provide for a formal hearing (Section 75). However, in such case the burden of proof shall rest upon the complainant.

§74. Discontinuance of a unit

- a. *General.* The bona fide discontinuance of a unit of instruction on account of demonstrated serious financial exigency is the only circumstance that should make possible the termination, outside the dismissal procedures defined in Section 75, of the appointment of an officer of instruction with tenure. The unit must be large enough to exclude the possibility that the discontinuance could be aimed at specific individuals. Termination of appointments under this section may not be used to redeploy resources in those cases where attrition over a period of time is a reasonable alternative. The broad issues involved in any discontinuance must have been reviewed by the University Senate. The provisions of this Section are not intended to prevent the University from altering its educational policies by means other than abrogation of appointments; nor are they intended to encourage major redeployment without due consultation. Moreover, any merger, consolidation, or similar reorganization of two or more units of instruction into a single such unit, which continues to

provide instruction in the same or equivalent subject areas, shall not constitute a discontinuance of the pre-existing units that could justify the termination of appointments under the provisions of this section.

- b. *Tenured faculty.* If a unit of instruction within the University is discontinued, every holder of a tenure appointment currently assigned to the unit affected should be placed in a suitable position elsewhere in the University. In the extreme case where the administration, after making a bona fide effort to reassign an affected officer of instruction, concludes that the only feasible course of action is to terminate the latter's appointment, it shall give him or her at least twelve months' notice, or one year's severance salary in lieu thereof. Prior to any such decision to terminate, the administration shall notify the Faculty Affairs Committee of the reasons why reassignment is not feasible and the Committee shall be given an opportunity to discuss the matter. When the appointment of an officer of instruction with tenure is terminated because of the discontinuance of his or her unit, for a period of at least five years his or her place shall not be filled by a replacement, unless he or she has first been offered reappointment and a reasonable time in which to accept or decline such reappointment.
- c. *Nontenured faculty.* An officer of instruction holding a term appointment, whose unit of instruction has been discontinued, shall not be terminated with less notice than is prescribed in Section 72c.

§75. Dismissal procedures

- a. *Definition of dismissal.* Termination of an appointment with tenure, or of a term appointment before the end of the specified term, or of an appointment with special conditions (e.g., as visiting, retired, or professor emeritus/emerita) before the end of the specified term, shall be considered a dismissal and shall be effected only in pursuance of the procedure specified below; except that an officer of instruction who is charged with a violation of the Rules of University Conduct, and who chooses to accept jurisdiction of the Hearing Officer, shall thereby lose his or her right to be judged, and shall not be

charged, according to the provisions of this Section.

- b. *Grounds for dismissal.* No dismissal shall be effected by the University except for adequate cause. By “adequate cause” is meant the clear manifestation by an academic staff member of his or her professional unfitness for the position. Evidence to demonstrate professional unfitness, under the above standard, may include, but is not limited to, evidence of gross inefficiency, habitual and intentional neglect of duty, or serious personal misconduct.
- c. *Preliminary actions:*
1. When reason appears to question the fitness of an officer of instruction, the President should discuss the matter with him or her in a personal conference and explore the possibility of a mutually satisfactory settlement.
 2. If a settlement cannot be reached by this means, the matter should be referred to the Faculty Affairs Committee, which will attempt to use its good offices to effect a resolution acceptable to both parties.
 3. Should conciliatory and mediatory efforts fail, the President, if he or she so desires, may initiate formal action against the officer of instruction. Dismissal proceedings should be commenced by a written communication to the officer by the President or his or her representative, stating the particular charges, summarizing the evidence on which the charges are based, and informing the officer of the procedures set forth herein to determine whether he or she should be removed from his or her position on the stated grounds.
 4. The Faculty Affairs Committee shall receive a copy of the communication sent to the officer of instruction by the President or his or her representative.
 5. The officer of instruction should acknowledge the President’s letter and indicate whether he or she wishes to contest the charges in whole or in part. If he or she wishes to contest the charges, the Faculty Affairs Committee shall arrange for a hearing.
 6. If a hearing is to be held, the Faculty Affairs Committee

shall promptly inform the officer of instruction of the time and place of the hearing which it shall schedule in consultation with the faculty members who will hear the case.

7. The hearing shall be scheduled for no sooner than fourteen days and no later than twenty-eight days after the issuing of charges, unless compelling circumstances render such a time table manifestly unattainable.

d. *The hearing committee:*

1. The Faculty Affairs Committee shall, as its first order of business every year, choose twenty officers of instruction from among the tenured faculty of the University (excluding those currently serving on the Faculty Affairs Committee) to constitute a panel of potential hearers. Competence and representativeness shall be the primary criteria used in their selection. Members of this hearing panel shall serve for two-year terms.
2. When a case arises, the Faculty Affairs Committee shall select by lot five members of the panel that will serve as the hearing committee for that case. Each party shall have the right to two peremptory challenges; the Faculty Affairs Committee shall select required replacements from the same source and again by lot.

e. *Hearing procedures:*

1. The hearing committee shall have the duty and the power to protect the integrity of the proceedings. It shall elect its own chair. After consultation with the President and the officer of instruction, it shall exercise its judgment as to whether the hearing shall be public or private, except that the hearing shall not be public without the agreement of the officer involved. If the hearing is to be public, the hearing committee shall determine which media shall be admitted and what limits on attendance shall be set. It may, in the interest of preserving order, close a hitherto public hearing or change its site. At the request of either party or of the hearing committee, a representative of a responsible educational or other association shall be

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- permitted to attend the proceedings as an observer.
2. During the proceedings, the officer of instruction and the representative of the administration shall be permitted the assistance of counsel. The hearing committee may also avail itself of the assistance of counsel.
 3. A verbatim record of the hearing shall be taken and shall be accessible to both parties.
 4. Insofar as it is possible to do so, the administration shall secure the cooperation of witnesses; it shall make available to the officer of instruction the necessary documents and other evidence within its control.
 5. The officer of instruction and the administration shall have the right to confront and cross-examine all witnesses. Where the witness cannot or will not appear, but the hearing committee determines that the interests of justice require the admission of his or her testimony, the committee will identify the witness, disclose his or her statement and if possible provide for interrogatories. Notwithstanding the foregoing sentence, if the hearing committee does not provide for interrogatories with respect to the proffered testimony of such a witness who will not or cannot appear, or if there is no response to any interrogatories directed to such a witness, the evidence of the witness shall not be received or considered by the hearing committee.
 6. The hearing committee will not be bound by rules of evidence applicable in a court of law, but may admit any evidence which in its opinion is of probative value in deciding the issues involved.
 7. The burden of proof that adequate cause exists for dismissal rests with the administration and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
 8. The hearing committee shall base its findings of fact and recommendations for the disposition of the case solely on the hearing record.
 9. The hearing committee shall make explicit findings with

respect to each of the charges presented.

10. The hearing committee may recommend dismissal, a penalty short of dismissal, or no penalty, depending upon the substantiation or lack of substantiation of the charges, the presence or absence of extenuating circumstances, and the gravity of the proved offense. If it recommends dismissal, the committee should also state whether the dismissal should be summary,
 11. or with notice, or salary in lieu of notice; and, if the latter, for what period. The committee shall in every case offer reasons for its recommendations.
 12. The hearing committee shall report its findings and recommendations simultaneously to the officer of instruction, to the President of the University, and to the chair of the Faculty Affairs Committee.
- f. *Review procedures:*
1. If the President rejects the report of a majority of the hearing committee, in whole or in part, he or she shall state his or her reasons for doing so, in writing, to the committee and to the officer of instruction and shall provide them with an opportunity to respond before asking the Trustees to review the case. If the officer of instruction rejects the report, he or she shall have the option of appealing directly to the Trustees.
 2. In reviewing the case, at the behest of the President or the officer of instruction, the Trustees shall be guided by the record of the hearing. They shall, however, provide opportunity for argument, oral or written or both, by the principals or their representatives, if requested and deemed necessary.
 3. Should the Trustees sustain the decision of the hearing committee, the proceeding will terminate to that point. Should they reject the decision of the hearing committee, the Trustees shall return the case to that committee with specific objections in writing. The hearing committee shall then reconsider, taking into account the stated objections and receiving new evidence if necessary. The

Trustees shall make the final decision only after study of the hearing committee's reconsideration; they shall offer a reasoned opinion for a decision to overrule. The Faculty Affairs Committee shall receive the record at the conclusion of the proceedings.

g. *Suspensions:*

1. Until final decision has been reached, the officer of instruction shall not be suspended from his or her duties, or assigned to other duties, unless immediate harm to himself or herself or others is threatened by continuance of his or her normal service.
2. The decision as to whether immediate harm is threatened shall be made by the President of the University, but not until after he or she has consulted the Faculty Affairs Committee. A suspension can be effected only by the President or his or her duly authorized representative. An interim suspension, as provided in Section 75g(1), while the case is being decided, shall be with pay. A suspension imposed as a penalty short of dismissal, as provided in Section 75e(10), shall be without pay.

h. *Notwithstanding any provision of this Section 75,*

1. A member of the Faculty of Medicine, of Dental Medicine, of Nursing, or of Public Health who is a non-tenured full-time officer of instruction who holds a title modified by "at the Columbia University Medical Center", may have his or her clinical salary discontinued immediately, may be suspended with or without pay, or may be terminated immediately if he or she is found to be unfit to practice medicine, nursing or dentistry, as applicable, at the University based on the existence of the following circumstances:
 - (i) suspended or terminated hospital privileges as determined by a Medical, Dental or Nursing Board process including Columbia faculty;
 - (ii) loss of New York State medical, dental or nursing license, as applicable, resulting from a process before an official or accrediting body, including the State of New

York's Office of Professional Medical Conduct and The New York State Education Department's Office of the Professions;

(iii) voluntary relinquishment of a New York State medical, dental or nursing license, as applicable, as part of a legal procedure; or

(iv) loss of DEA certification after a formal federal proceeding.