

FACULTY HANDBOOK

NEW YORK UNIVERSITY GROSSMAN SCHOOL OF
MEDICINE

NEW YORK UNIVERSITY GROSSMAN LONG ISLAND
SCHOOL OF MEDICINE

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In accordance with the *Principles of Joint Shared Governance*, this edition of the Faculty Handbook for the Medical Schools was reviewed by the NYU Grossman School of Medicine Faculty Council and the NYU Grossman Long Island School of Medicine Faculty Council, each of which provided input.

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I. INTRODUCTION

Purpose of the Faculty Handbook

The Faculty Handbook for the NYU Robert I. Grossman School of Medicine (“GSOM”) and the NYU Grossman Long Island School of Medicine (“GLISOM”) (the “Faculty Handbook”) is a guide for the faculty of GSOM and GLISOM (collectively, the “Medical Schools”) designed to set forth important policies and procedures as they apply to those faculty members. The Faculty Handbook applies only to faculty at the Medical Schools.¹ The NYU Langone Health Office of the Chief Academic Officer is responsible for maintaining the Faculty Handbook.

The Faculty Handbook is subject to the approval of New York University’s Board of Trustees (the “NYU Board”) and reflects certain actions of the NYU Board which are reflected in NYU’s Bylaws, including, among others, matters involving faculty organization, academic freedom, tenure, and appointment of faculty. The Faculty Handbook also provides hyperlinks to selected policies, which represent a broad array of policies affecting faculty at the Medical Schools.² The Faculty Handbook provides information on procedures and day-to-day operations at the Medical Schools and refers to other policies that are not specifically stated in or part of the Faculty Handbook. In addition, each of the Medical Schools and units/departments of the Medical Schools may have their own internal rules, procedures, and policies that may supplement, but do not supersede or replace, policies outlined in the Faculty Handbook.

In addition to the Faculty Handbook, there are other NYU Langone Health and New York University (“NYU”) policies and procedures that apply broadly to the NYU Langone Health community, including faculty at the Medical Schools. Those policies and procedures can be found on the NYU Langone Health Inside Health portal.

¹ For clarity, the NYU Faculty Handbook (<https://www.nyu.edu/faculty/governance-policies-and-procedures/faculty-handbook.html>) does not apply to the faculty of the Medical Schools.

² For the avoidance of doubt, the adoption of new policies or the modification of existing policies hyperlinked or referenced in the Faculty Handbook are not subject to approval by the NYU Board.

The Faculty Handbook is not an employment contract. The provisions and policies set forth or referenced herein do not create any enforceable rights on behalf of a faculty member, except as explicitly stated.

Amending the Faculty Handbook

Whenever a change is sought to the Faculty Handbook, the New York University Executive Vice President for NYU Langone Health (the “NYU EVP”) will determine, based on the nature of the change, whether the amendment may be handled by the NYU EVP and/or the NYU Board. If the matter is within the purview of the NYU Board, the NYU EVP will submit a recommendation to be presented to the NYU Board for its consideration. Nothing in this Faculty Handbook constrains the NYU Board from making changes to this Faculty Handbook with respect to any matter, and in the manner, it finds appropriate in carrying out its duties.

The administration of the Medical Schools will consult with each of the Faculty Councils for GSOM and GLISOM with respect to substantive additions and changes that it seeks to make to the Faculty Handbook, other than in exceptional circumstances. For the avoidance of doubt, changes to the Faculty Handbook for the Medical Schools and other policies affecting faculty of the Medical Schools (e.g. tenure and promotion guidelines) will not require consultation with any faculty council other than the Schools of Medicine. The administration will notify the executive leadership of the GSOM and GLISOM Faculty Councils if the NYU Board makes any changes to the Faculty Handbook.

In addition, there will be changes from time to time to the policies and procedures which may be included or referenced in the Faculty Handbook.³ The Faculty Councils for GSOM and GLISOM will be consulted to the extent that such changes to policies and procedures substantially impact faculty with respect to educational and administrative policy; in the case of minor, non-substantive changes, such changes can be made to these policies and procedures without prior faculty consultation.

³ Understanding that policies may be modified from time to time, including modifications to policies that are made in consultation with the faculty of the relevant medical school, references to any policy throughout the Faculty Handbook refer to then-existing policy.

II. HISTORY

NYU Langone Health is the name of the integrated academic medical center comprised of NYU Langone Hospitals and two medical schools of NYU, GSOM and GLISOM. Its trifold mission is to serve, teach, and discover through an integrated academic culture devoted to excellence in patient care, education, and research. NYU Langone Health operations are overseen by the Board of Trustees of NYU Langone Health System, the Board of Trustees of NYU Langone Hospitals, and the Robert I. Grossman School of Medicine Advisory Board (the “NYU Langone Health Board”). In 2022, in recognition of the relationship between NYU and NYU Langone Health that resulted in the development of NYU Langone Health as a leader among academic medical centers, the boards of trustees of NYU and NYU Langone Health formally agreed that NYU Langone Health would continue to have sole administrative and financial responsibility for GSOM and GLISOM. This administrative and financial responsibility extends to their tenure obligations, for which NYU Langone Health, and not NYU, is solely responsible.

GSOM, located in Manhattan, is one of the oldest schools of NYU, which was founded in 1831 by a group of prominent New Yorkers as the “University of the City of New York.” In 1841, the Medical College of New York University was organized and admitted its first class of students. Clinical instruction began in Bellevue Hospital in 1847. In 1861, Bellevue Hospital Medical College was founded, and a college building was erected on the hospital grounds. The Bellevue Hospital Medical College merged with University Medical College of New York University to form the University and Bellevue Hospital Medical College in 1898. The combined institutions became the New York University College of Medicine in 1935. In 1960, the name changed to the New York University School of Medicine. In 2019, the name changed to the New York University Robert I. Grossman School of Medicine. GSOM offers the Doctor of Medicine and Doctor of Philosophy degrees and courses for accreditation designed to meet the needs of physician-scientists and physicians in practice. GSOM has 180 graduate medical education programs training in various specialties. GSOM, which provides all medical students with full-tuition scholarships, is renowned for the excellence of its basic and clinical science enterprises as well as its clinical care through its Faculty Group Practice that delivers patient care at more than 350 ambulatory

locations in the New York metropolitan area and two practice locations in Florida.

GLISOM, located in Nassau County, was established in 2019 as the New York University Long Island School of Medicine to develop preeminent physician leaders and a diverse workforce through scholarship and innovative medical education design, anchored in the principles of primary care and health systems science. The name of the school was changed to the New York University Grossman Long Island School of Medicine in 2023. Like GSOM, GLISOM provides all students with full-tuition scholarships. GLISOM's graduate medical education programs offer postgraduate medical education training in more than 20 specialties. Throughout its programs, GLISOM encourages research collaboration in basic, clinical, and translational sciences to solve the most urgent healthcare challenges.

NYU Langone Hospitals, which is a site for the clinical training of students of the Medical Schools, is a quaternary care teaching hospital that operates six inpatient acute care facilities (Tisch Hospital, the Kimmel Pavilion, NYU Langone Orthopedic Hospital, Hassenfeld Children's Hospital, NYU Langone Hospital – Brooklyn, and NYU Langone Hospital – Long Island) and over 40 Article-28 licensed facilities in ambulatory facilities in Manhattan, Brooklyn, Queens, and Long Island.

III. ORANIZATION OF THE MEDICAL SCHOOLS

A. **Executive Leadership:** In order to create synergies and efficiencies between GSOM and GLISOM so that each can pursue its own unique, high-quality academic program, the NYU EVP, who is also the CEO of NYU Langone Hospitals and the Dean of GSOM, has the authority to appoint leadership to oversee and coordinate compliance, research, clinical activities, and faculty and academic operations at each of the Medical Schools. Current leadership includes executive vice presidents and vice deans for key areas of NYU Langone Health operations, including but not limited to, academic affairs, science and research, clinical affairs, hospital operations, finance, legal, and human resources.

B. Deans:

1. ***GSOM:*** The Dean of GSOM, who is also the CEO of NYU Langone Health, is appointed by the NYU Board and reports to the NYU Board's Chair. The Dean is supported in this role by the GSOM leadership team, which includes the Vice Deans, Senior Associate Deans, Associate Deans, and Assistant Deans in the areas of Faculty Affairs, Undergraduate Medical Education, Graduate Medical Education, Post Graduate Education, Medical Education Innovation, Research, Diversity Affairs, Student Affairs, Admissions and Financial Aid, Faculty Development, Patient Care, and Corporate Services.

2. ***GLISOM:*** The Dean of GLISOM is appointed by the NYU Board on the recommendation of the NYU EVP. The Dean is supported in this role by GLISOM's Vice Dean, Senior Associate Dean for Medical Education, and Associate Deans and Assistant Deans in the areas of Faculty Affairs, Academic Affairs, Undergraduate Medical Education, Graduate Medical Education, Research, Student Affairs, Diversity Affairs, Admissions and Financial Aid, Faculty Development, and Educational Planning and Continuous Quality Improvement.

C. Departments and Administrative Leadership:

1. ***Departments:*** The NYU EVP has the authority, subject to the approval of the NYU Board, to organize the Schools of Medicine into academic departments. Each academic department is led by a Chair charged with administering their department subject to the general authority vested in the faculties, the deans, and the NYU EVP. Departments are organized into basic science and clinical departments and library department, and may be organized into different divisions. In addition, and separate from the rights and obligations of faculty contained in this Faculty Handbook, NYU Langone Health clinical departments and clinical leadership are responsible to the Medical Board and the Chief Medical Officer for the day-to-day organization and operation of the activities that occur in the clinical departments, including the appointment of Chiefs of Service, and have supervision and control over the quality of care provided to all patients for those clinical activities, including duties as noted in the Bylaws of the Medical Board.

2. ***Institutes:*** The NYU EVP has the authority to create Institutes. Each institute has as its head an Institute Director. Faculty may be members of an institute, but their faculty appointment resides in an academic department within the Medical Schools.

3. The NYU EVP is vested with the responsibility to create, merge, or eliminate Departments, Divisions, and Institutes, and to terminate or reorganize academic programs of the Medical Schools, subject to the approval of the NYU Langone Health Board, after appropriate consultation with the affected Department, Division, or Institute.⁴

D. Faculty Councils:

1. GSOM and GLISOM each have a Faculty Council that serves a vital role as the voice of faculty in the governance in their respective schools. Each council is composed of faculty members elected by their departments, officers chosen by elected department representatives, and faculty senators elected by the entire faculty. The Faculty Councils consider all matters that impact faculty, such as benefits, infrastructure, medical student education, graduate medical education, faculty teaching, well-being, and tenure and promotions of their respective schools.

2. The Medical Schools embrace the Principles of Joint Shared Governance (the “Principles”) approved by the NYU Board. Among other things, the Principles require transparency with respect to information regarding matters that affect faculty in educational and administrative policy, as well as faculty consultation and input on matters that substantially affect faculty in educational and administrative policy. Toward this end, the administration of the Medical Schools provides members of the respective Faculty Councils of the Medical Schools with a reasonable length of time for consultation and input on all matters that affect faculty in educational and administrative policy within their school. To the extent that a Faculty Council may submit advice in writing and the administration of GSOM or GLISOM (as the case may be) does not agree with or accept the Council’s advice, the administration will timely provide reasons for not accepting the Council’s advice in writing. The full Principles are included as an appendix to the Faculty Handbook.

E. School Committees: Each of GSOM and GLISOM have standing committees that include faculty. These standing committees play an important role in the governance of the Medical Schools and facilitate faculty participation in organizing and executing the academic

⁴ For the avoidance of doubt, this provision replaces and supersedes the NYU Procedures for Termination and Reorganization of Academic Programs documenting 1979 and 1997 NYU Board resolutions.

strategic plan and curriculum of the Medical Schools. The standing committees for GSOM and GLISOM, including their responsibilities, are set forth in an appendix to the Faculty Handbook.

IV. CRITERIA AND GUIDELINES FOR THE APPOINTMENT, REAPPOINTMENT, AND PROMOTION OF FACULTY

Appointment as a faculty member at either of the Medical Schools, regardless of rank, is considered a mark of distinction and privilege. All members of the faculty are entitled to the respect afforded by their appointments and all members are expected to teach and to contribute to the Medical Schools' community of scholars as outlined further in this Faculty Handbook and the policies and procedures of the respective Medical Schools.

A. Categories of Faculty: The categories of the Faculty of the Medical Schools are set forth below.

1. **GSOM:** The eight faculty tracks at GSOM include three tenure tracks and five non-tenure tracks as described below.

a. **Tenure Tracks**

i. **Investigator / Educator Track:** a full-time tenure track for faculty in any department whose primary career is in independent, investigator-initiated research and who devote some time to education and service.

ii. **Investigator Clinician / Educator Track:** a full-time tenure track for faculty in the clinical departments whose primary career combines independent research with clinical activities and who devote some time to education and service.

iii. **Librarian Tenure Track:** a full-time tenure track for library faculty whose primary career is in the provision of medical and health sciences information in an academic environment and advancing the profession of health sciences librarianship through research, national professional engagement, and scholarship.

b. **Non-tenure Tracks**

i. **Scholar Track**

• **Clinician Investigator / Educator Track:** a non-tenure track for faculty in clinical departments whose primary career is in the provision of

clinical care and who devote a substantial portion of their efforts to teaching, research, and service.

- Researcher / Educator Track: a non-tenure track for faculty in any department whose primary career is in research, but who devote a portion of their efforts to education and service.

- Librarian Non-tenure Track: a non-tenure track for library faculty who are more practice-based and almost exclusively focused on service within the institution, much like the professional pathway chosen by non-tenure track clinical faculty colleagues within the NYU Grossman School of Medicine. Instead of emphasizing research, national professional engagement, and scholarship, the non-tenure pathway emphasizes contributions to practice.

ii. Clinical/Research Track

- Clinical Track: a non-tenure track for faculty in clinical departments whose primary career is providing clinical care and who devote some time to teaching, research and/or service.

- Research Track: a non-tenure track for faculty involved in part-time or time-limited research in other's laboratories and who devote limited time to teaching and service.

Tracks: GSOM

TENURE TRACK (ICE/IE/Librarian)		SCHOLAR TRACK (CIE/RE)		LIBRARIAN TRACK (Nontenure)	CLINICAL / RESEARCH TRACK	
Investigator Educator Track or Investigator Clinician Educator Track	Librarian Track	Clinician Investigator Educator Track	Research Educator Track	Librarian Nontenure Track	Clinical Track	Research Track
Assistant Professor	Assistant Curator	Assistant Professor (Clinical)	Assistant Professor (Research)	Assistant Curator	Clinical Assistant Professor	Research Assistant Professor
Associate Professor	Associate Curator	Associate Professor (Clinical)	Associate Professor (Research)	Associate Curator	Clinical Associate Professor	Research Associate Professor
Professor	Curator	Professor (Clinical)	Professor (Research)	Curator	Clinical Professor	Research Professor

2. **GLISOM:** The seven faculty tracks at GLISOM include two tenure tracks and five non-tenure tracks.

a. Tenure Tracks

i. Faculty Tenure Track: a full-time tenure track for faculty in any department whose primary career is in independent, investigator-initiated research and who devote some time to education and service; or faculty whose primary career combines independent investigator-initiated research and clinical activities, and who devote some time to education and service.

ii. Curator Tenure Track: Curators whose primary career is providing medical and health sciences information in an academic environment and supporting scholarly work, research, and the Schools of Medicine curriculum. They will advance the profession of health sciences librarianship through research, national professional engagement, and scholarship.

b. Non-tenure Tracks

i. Scholar Track: a non-tenure track for faculty in any

department whose primary career is in the provision of clinical care, and who devote a substantial portion of their efforts to teaching, research, and service; or research faculty who in addition to their primary career in research devote a substantial portion of their efforts to teaching, and service.

ii. Educator Track: a non-tenure track for clinical or research faculty with significant contributions to the academic and education mission of the School of Medicine. Involvement in education may be in addition to clinical or research activities or educational pursuits may encompass their primary role.

iii. Curator Non-tenure Track: a non-tenure track for practice-based faculty curators who almost exclusively focus on service, education and support of the research, clinical care, and educational mission of the institution.

iv. Clinical / Research Track: a non-tenure track for clinicians with primary roles in provision of clinical care, and researchers with primary roles as collaborative members of laboratories supervised by independent funded researchers who may devote some time to service and education, and in the case of clinicians, research. These faculty may teach and mentor.

v. Adjunct Track: a non-tenure track for clinicians who as members of the NYU Grossman Long Island School of Medicine community are committed to excellence in their practice of medicine and may partake in School of Medicine educational and other activities as a participant such as attendance at Ground Rounds and other seminars.

TENURE TRACK (FT/CT)		SCHOLAR TRACK (C/R)		EDUCATION TRACK (C/R)		CLINICAL / RESEARCH TRACK		CURATOR Non-tenure Track	ADJUNCT TRACK
Faculty Tenure Track	Curator Tenure Track	Clinical	Research	Clinical	Research	Clinical Track	Research Track	Curator Non-tenure Track	Faculty Adjunct Track
Assistant Professor	Assistant Curator	Assistant Professor (Clinical)	Assistant Professor (Research)	Assistant Professor (Clinical)	Assistant Professor (Research)	Clinical Assistant Professor	Research Assistant Professor	Assistant Curator	Adjunct Assistant Professor
Associate Professor	Associate Curator	Associate Professor (Clinical)	Associate Professor (Research)	Associate Professor (Clinical)	Associate Professor (Research)	Clinical Associate Professor	Research Associate Professor	Associate Curator	Adjunct Associate Professor
Professor	Curator	Professor (Clinical)	Professor (Research)	Professor (Clinical)	Professor (Research)	Clinical Professor	Research Professor	Curator	Adjunct Professor

B. Tenured and Tenure Track Faculty⁵:

1. **Tenured Appointments.** The Tenured Faculty consists of the Professors, Associate Professors, Curators, and Associate Curators who have full-time appointments at the Medical Schools and who have been awarded tenure in accordance with the procedures of the Medical Schools.

2. **Tenure-Track Appointments.** The Tenure-Track Faculty consists of Professors, Associate Professors, Assistant Professors, Curators, Associate Curators, and Assistant Curators who have full-time faculty appointments at the Medical Schools and currently are not tenured, but who may be eligible to be considered for tenure in accordance with the procedures of the Medical Schools for the awarding of such tenure.

3. **Standards and Process for Awarding Tenure.** In general, each candidate for tenure should demonstrate a record of substantial sustained federal funding, outstanding achievement and recognition in scholarly research or other scholarship, with a strong reputation for scholarly excellence, the commitment and capacity to stay at the forefront of their fields, and a demonstrated commitment of a potential impact on policy and practice in their field. The standards and requirements for promotion and the award of tenure for GSOM and GLISOM faculty are set forth more fully in the policies, procedures, and tenure guidelines for GSOM and GLISOM, which are attached as appendices to this Faculty Handbook.

⁵ This Section of the Faculty Handbook is derived from Sections 85 and 86 of the NYU Bylaws.

4. **Maximum Duration.** Subject to Section 6 (Tenure clock stoppage) and the provisions of this Section 4, the tenure clock timeline in the Medical Schools is ten (10) years for tenure-track Assistant Professors, five (5) years for tenure-track Associate Professors, and three (3) years for tenure-track Professors. On the librarian tenure track, the tenure clock timeline is seven (7) years for tenure-track Assistant Curators, five (5) years for tenure-track Associate Curators, and three (3) years for tenure-track Curators. Subject to the notice provisions set forth in the relevant Medical School's Guidelines for Promotion on the Tenure Track or Tenure, a full-time Assistant Professor on the faculty tenure track in GSOM or in GLISOM who is not awarded tenure at the expiration of ten years will be deemed ineligible for tenure but may be appointed to a non-tenured position. Subject to the notice provisions set forth in the relevant Medical School's Guidelines for Promotion on the Tenure Track or Tenure, a full-time Assistant Curator on the librarian tenure track in GSOM and GLISOM who is not awarded tenure at the end of seven (7) years will be deemed ineligible for tenure but may be appointed to a non-tenured position.

a. Candidates with Tenure from Another Institution: Any candidate for employment as a faculty member or librarian who has formally gained permanent or continuous tenure in another institution of higher education is subject to a tenure review by the relevant Medical School's Appointment, Promotion, and Tenure Committee; a formal offer of an appointment with tenure can be made contingent on a positive outcome of the tenure review, and this condition should be recorded in the appointment letter.

b. Credit for Promotions Prior to Achieving Tenure:

i. Faculty: To the extent that a Tenure-Track Faculty member is promoted to the rank of Associate Professor (but not tenured) during their Probationary Period⁶, the Probationary Period for achieving tenure will be the lesser of five (5) years from the individual's appointment to Associate Professor or the remaining time left in the Probationary Period. To the extent that a Tenure-Track Faculty member is appointed to the rank of Professor (but not tenured) during their Probationary Period, the Probationary Period for achieving tenure will be the lesser of three (3) years from the individual's appointment to Professor or the remaining time left in the Probationary Period.

⁶ The term "Probationary Period" refers to the period of time beginning with the appointment of a faculty member to a full-time scholar or Tenure-Track position through the earlier of the time that they are granted or denied tenure, transfer off of the tenure-track, or separate from employment at one of the Medical Schools.

ii. Librarian: To the extent that a librarian is promoted to the rank of Associate Curator (but not tenured) during the Probationary Period, the Probationary Period for achieving tenure will be five (5) years from the date of the individual's promotion or, if promoted after year two (2), the number of years they had remaining on their tenure clock.

c. Adjusted Timeline for Years of Service in Tenure-Eligible Positions at Other Institutions:

i. Faculty: To the extent that a faculty member has served in the rank of Assistant Professor, tenure eligible, at a qualifying academic institution, as determined by the relevant Medical School, for three and half (3 ½) or more years, then the Probationary Period for achieving tenure will be seven (7) years from appointment; to the extent that a faculty member has served in the rank of Associate Professor, tenure eligible, at a qualifying academic institution, as determined by the relevant Medical School, for three and half (3 ½) or more years, then the Probationary Period for achieving tenure will be four (4) years from appointment. In all other cases, there will be no adjustment made to the Probationary Period.

ii. Librarian: To the extent that a librarian has served in the rank of Assistant Curator, tenure eligible, at a qualifying academic institution, as determined by the relevant Medical School, for three and half (3 ½) or more years, then the Probationary Period for achieving tenure will be six (6) years from appointment; to the extent that a librarian has the rank of Associate Curator, tenure eligible, at a qualifying academic institution, as determined by the relevant Medical School for three and half (3 ½) or more years, then the Probationary Period for achieving tenure will be four (4) years from appointment. In all other cases, there will be no adjustment made to the Probationary Period.

5. **Review and Notice.** Faculty of the Medical Schools on the tenure track will be reviewed as follows:

a. Annual Review: During their Probationary Period, each faculty member will meet annually with their mentoring committee. Annually following each such meeting, a faculty member's Department Chair or their designee will inform the faculty member of their prospects of being recommended by the Department for promotion or the granting of tenure. Each year, the mentoring committee will prepare a mentoring letter signed by the committee, the faculty member, and Department Chair or their designee, a copy of which will be provided to the Office of Faculty Records.

i. If at any time during the Probationary Period the prospect of being recommended for tenure is considered unlikely as noted by the annual review(s), the Department Chair will ask the department's Appointment, Promotion, and Tenure Committee ("DPAC") to review the faculty member and make a recommendation about whether to reappoint the faculty member on the tenure track. The Department Chair will then forward to the Dean of the relevant Medical School the committee's recommendation along with their own recommendation. The Dean will approve or disapprove the recommendation.

ii. If the decision is to not reappoint a tenure-eligible faculty member, the Department Chair will meet with the faculty member and notify them in writing, with the appropriate required notice of non-reappointment as follows: not later than March 1 of the first year of academic service, if the appointment is to be terminated on August 31; not later than December 15 of the second year of academic service, if the appointment is to be terminated on August 31; in all other cases, not later than August 31, if the appointment is to be terminated on the following August 31, or not later than 1 year before the termination of the appointment. A copy of the letter will be shared with the Dean or the Dean's designee. This notification will include the names of the members of the DPAC who reviewed the candidate's credentials.

b. Third- and Sixth-Year Review: The Department Chair and the DPAC will complete a formal review of tenure prospects for each assistant and associate professor on the tenure track in the third and sixth years of service. Assistant or Associate Curators on the tenure track will be reviewed once in their third year of service. For those faculty members whose probationary timetable is shortened due to qualifying previous service, the review timetable may be adjusted appropriately, including the possible elimination of the third-year review.

c. Final Tenure Review: Tenure track faculty will be reviewed by the relevant Medical School's Appointment, Tenure, and Promotions Committee in year nine to determine whether or not the faculty member will be recommended for tenure; librarians on the tenure track will be reviewed in year six.

6. Tenure Clock Stoppage for Personal Reasons.

a. Process: Upon request, during the Probationary Period, tenure clock stoppage will be granted twice for two separate events for one or a combination of the reasons set forth below, each for a maximum of one academic year during the Probationary Period. Requests

for tenure clock stoppage are subject to the approval of the relevant Medical School Dean and should be made upon notification to the Department Chair and the Office of Faculty Records within a reasonable time not to exceed three (3) months following the event which forms the basis for the request. Faculty should make such requests as early as possible, and when feasible, approvals should be in place no later than two months preceding the period of tenure clock stoppage. Requests for, or the granting of, tenure clock stoppage do not affect future determinations about whether to grant tenure. The provisions of this Section of the Faculty Handbook are not intended to replace leave available to faculty members who are eligible for leave for the birth of a child, an adoption, or foster care placement under the FMLA.

b. Bases:

i. Tenure clock stoppage may be authorized for faculty members during a period of full service when the faculty member is required to miss more than three months of work, where the faculty member is (I) the parent primarily responsible for the care of a newborn child, newly adopted child, new foster care or guardianship placement, or newly-established legal custodial care or (II) the primary caregiver of a child, parent, a spouse, or a domestic partner in a health crisis. “Primary caregiver” refers to a person who has day-to-day responsibility for the care of a child, parent, spouse, or registered domestic partner for a substantial portion of the period.

ii. Tenure clock stoppage may be authorized for a faculty member who is granted three or more months of leave for any one or combination of illness/disability leave, maternity leave, or personal leave.

C. **Non-Tenure-Track Faculty⁷:**

1. **Appointment:** Non-Tenure-Track Faculty are appointed for a specific term (generally, one year, but may be multi-year) pursuant to an agreement approved by the Dean of the relevant Medical School which contains (a) start and end dates of employment (the “Contract Term”); (b) responsibilities and obligations of appointment; (c) compensation; (d) eligibility for benefits; and (e) agreement to be bound by applicable NYU Langone Health policies (including the NYU Langone Hospitals Medical Staff By-laws, if applicable).

⁷ References in the Faculty Handbook to “Non-Tenure-Track Faculty” refer to compensated faculty who are individuals employed by one of the Medical Schools and have a full- or part-time appointment that is not eligible for tenure.

2. **Standards for Appointment and Promotion:** The expectations and guidelines for appointment and promotion for Non-Tenure-Track Faculty for each Medical School are set forth in appendices to the Faculty Handbook.

3. **Notice and Termination:**

a. The appointment of a Non-Tenure-Track Faculty member automatically terminates at the end of the Contract Term unless the Medical School renews the appointment by providing the faculty member with a notice of renewal. If the Medical School does not provide either a notice of termination of appointment or notice of renewal, a Non-Tenure-Track Faculty member may continue to be employed on an at-will basis at the end of a Contract Term, unless or until their employment is terminated.

b. During the Contract Term, a Non-Tenure-Track Faculty member can be terminated as set forth in their employment agreement or, if there are no provisions addressing termination in an employment agreement, for Adequate Cause as defined in Section VII.A.1.a of this Faculty Handbook. In the event that a Non-Tenure Track Faculty member continues to be employed on an at-will basis at the end of their Contract Term, the faculty member may be terminated at any time with or without cause.

c. At the conclusion of the Contract Term, if a Non-Tenure-Track Faculty member continues to be employed on an at-will basis, it is the practice of each of the Medical Schools (but not a requirement) to provide the faculty member with notice of termination as a courtesy whenever possible; provided, however, that per diem compensated faculty are not entitled to notice of termination. This notice is provided at the discretion of the applicable Medical School as follows, unless termination is for Adequate Cause, in which case there may not even be courtesy notice.

i. No later than three (3) months prior to the termination date of employment for faculty members who, at the time of notice of termination, have been continuously employed for at least 12 months, but not more than 36 months; and

ii. No later than six (6) months prior to the termination date of employment for faculty members who, at the time of notice of termination, have been continuously employed for 36 months or longer.

4. **Responsibilities:** Each Non-Tenure-Track Faculty member shall have those responsibilities as set forth in their contract, the Faculty Handbook, and applicable NYU Langone

Health policies. To the extent that the faculty member's position is funded through extramural funding, and the extramural funding ceases or declines during the Contract Term, then the faculty member may be assigned other duties and responsibilities for the remainder of the Contract Term as determined at the discretion of the Department Chair or Dean.

D. Non-Compensated Faculty: Non-compensated non-tenured faculty are appointed on an at-will basis. Such appointments may be terminated at any time, with or without cause, at the discretion of the Dean of a Medical School, upon recommendation of a Department Chair.

E. Other Faculty: Other Faculty consists of faculty who are neither Tenured/Tenure Track Faculty or Non-Tenure-Track Faculty as described above. They may include: (1) emeritus faculty; (2) adjunct faculty; (3) faculty whose titles or appointments prohibit indefinite contract renewals; (4) temporary faculty; (5) visiting faculty; and (6) instructors. Other Faculty are not eligible for tenure. Any faculty position designated by a title not specified in this Faculty Handbook will be a nontenure position unless the relevant Medical School determines otherwise.

F. Faculty Appointments in More than One School of NYU: Faculty members with an appointment at one of the Medical Schools may have an appointment at another school of NYU (including the other Medical School). For faculty appointed at both the Medical Schools, only one can be a full-time appointment. In all cases, the terms of any appointment at GSOM or GLISOM, including recruitment and review for reappointment, promotion, tenure, or termination, are governed by the policies and procedures of the Medical School at which the faculty member has their appointment (and, in the case of appointment at both Medical Schools, the Medical School of the faculty member's full-time appointment.)

V. FACULTY EXPECTATIONS

A. Academic Freedom: The Medical Schools recognize the importance of academic freedom as fundamental to the pursuit of knowledge, research, and teaching. "At its simplest, academic freedom may be defined as the freedom to conduct research, teach, speak, and publish, subject to the norms and standards of scholarly inquiry, without interference or penalty, wherever the search for truth and understanding may lead." (American Federation of Teachers – Academic

Freedom in the 21st Century). Faculty are entitled to full freedom in research and in the publication of the results, subject to the performance of their other academic duties. Faculty are entitled to freedom in the classroom in discussing their subject, but they should not introduce controversial matters that have no relation to their subject into their teaching. Faculty are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but this special position in the community imposes special obligations. As people of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Faculty's academic freedom is subject to observance of rules of civility and non-discrimination prescribed in the NYU Langone Health Code of Conduct and in accordance with applicable law. Hence, they at all times should be accurate, should exercise appropriate restraint, should show respect for the opinions of others and for the established policy of their institution, and while properly identifying themselves to outside audiences as associated with the University should clearly indicate that they are not institutional spokespeople unless specifically commissioned to serve in such a capacity.

B. NYU Langone Health Code of Conduct: The Medical Schools and NYU Langone Health have a long-standing commitment of demonstrating the highest level of ethical and legal conduct when interacting with our patients, our colleagues, our community, and our business partners. The NYU Langone Health Code of Conduct applies to all members of the NYU Langone Health community, including faculty at the Medical Schools, and all community members are expected to conduct themselves in accordance with, and comply with, the Code of Conduct. The NYU Langone Health Code of Conduct explains this principle in greater detail and provides guidance on how to make ethical decisions that are reflective of NYU Langone Health's core principles.

C. General Responsibilities and Expectations of the Faculty Members:

1. Commitment and Physical Presence on Campus: Faculty members are expected to meet their professional and institutional commitments throughout the academic year, including but not limited to, the productivity expectations set forth in the Policy on Performance Expectations for Research Faculty, the Policy for Meeting Academic and Institutional

Responsibilities for Faculty in Salary Reduction, and applicable clinical productivity metrics. Faculty members' primary commitment of time and intellectual energies should be to NYU Langone Health's teaching, research, and clinical programs, including professional service on committees and in administrative or advisory roles. In order to fulfill such duties, faculty members must maintain a significant physical presence on NYU Langone Health's campus during any time that they are compensated by NYU Langone Health, unless on vacation or an approved leave/absence. A full-time faculty member is obligated to have a significant physical presence of 30-35 hours per week at NYU Langone Health on their assigned campus, to be accessible to students, fellows, trainees, postdoctoral appointees, and staff, and to be available to interact with NYU Langone Health colleagues during any period of time they are receiving compensation from NYU Langone Health. Unless otherwise agreed to between the faculty member and their Department Chair, a faculty member will not be deemed physically present through use of telecommuting tools like Webex or similar applications. When asked, faculty members should be willing to serve on committees and participate in academic activities that define membership in this community of scholars, including mentoring, supervision, recruitment, advisement, and governance.

2. Compliance with Policies, Procedures, and Applicable Law; Duty to Cooperate:

Cooperate: All faculty members should become familiar with and understand the requirements applicable to their faculty appointment and advancement. They should strive to be good citizens of the academic community, maintaining positive work relationships and demonstrating and treating each person respectfully and following the NYU Langone Code of Conduct. Members of the faculty must also be familiar and comply with all policies, procedures, requirements, and regulations of NYU Langone Health, GSOM, and GLISOM, including but not limited to those related to health requirements, patient confidentiality, non-discrimination, and the use of social media, and must complete all required institutional and departmental trainings. In addition, faculty members should cooperate with their Medical School to ensure smooth and uninterrupted operations, including but not limited to, providing the Medical School with information and documents as may be requested. Among other things, faculty:

- a. shall not engage in disruptive behavior and should encourage a positive work environment, implementing the necessary actions to remedy disruptive behaviors;

- b. shall not speak or create the impression of speaking on behalf of NYU Langone Health without permission from the Office of Communications and Marketing; and
- c. shall not disclose confidential or proprietary information, including internal communications meant for members of the NYU Langone Health community or emails that contain business, financial, or other Confidential Information of NYU Langone Health or any NYU Langone Health community member.

D. Teaching: Faculty members are expected to participate in the teaching program for medical and/or graduate students, residents, and fellows as set forth further below and in accordance with teaching expectations established by the Medical Schools. Specific requirements concerning teaching expectations at the Medical Schools can be found in the NYU Grossman School of Medicine Expectations Regarding Teaching and the NYU Grossman Long Island School of Medicine Expectations Regarding Teaching, which are attached to the Faculty Handbook as appendices (collectively, the “Teaching Policies”).

1. Full Time Faculty:

a. Teaching Assignments: It is the responsibility of each Department Chair to provide faculty to teach medical students and graduate students and to make teaching assignments in a fair and equitable manner. Every full-time faculty member (regardless of track and level appointment) is expected to spend at least 50 hours per year teaching if requested by the Department Chair. Newly appointed faculty members (especially at the level of instructor or assistant professor) are encouraged to participate in teaching activities upon initial appointment, with teaching expectations stated in a faculty member’s employment agreement at the time of the initial appointment. In the Medical Schools, regular teaching and research assignments are from September through August.

i. Teaching Hours: The amount of teaching for an individual faculty member is likely to vary and may change annually. In general, each faculty member should be prepared to direct a minimum of ten (10) of their annual teaching hours to the teaching of medical students in formal courses if requested by the faculty member’s chair. In addition, each member of the Vilcek Institute of Graduate Biomedical Sciences should be prepared to direct an additional ten (10) of those annual hours to the teaching of graduate students in formal courses if

requested by the faculty member's chair. The Teaching Policies contain more specific guidance for faculty at the Medical Schools.

ii. Preparation Time: It is well-recognized that effective teaching requires preparation time and effort that may be substantial, especially when developing new lectures or courses of instruction. Accordingly, the minimum requirement of 50 hours per year in teaching, which was developed with full cognizance of the additional time and effort for teaching preparation that are inextricably linked to the educational efforts of the faculty, credits hours of contact with students and does not credit preparation time. In certain circumstances, such as the development of a new lecture series or course of instruction, the Dean, in their discretion, may offer to credit a faculty member for preparation time and effort toward satisfaction of that faculty member's teaching hours.

2. **Part-time Faculty:** Part-time faculty are expected to spend at least twenty (20) hours per year teaching, if requested by the Department Chair. Fulfillment of this requirement is necessary for retaining a faculty appointment. Due to the size of the part-time faculty, it is recognized that not every faculty member may be asked to contribute the minimum of twenty (20) hours every year. On the other hand, some part-time faculty members may teach more than 20 hours per year.

E. **Performance Expectations for Research Faculty:** All faculty members in the basic science and clinical departments who are paid to do research, have greater than 25% research effort, and are appointed to the tenure or scholar tracks are expected to comply with the Policy on Performance Expectations for Research Faculty, attached to the Faculty Handbook for each of the Medical Schools, attached as appendices. This Policy defines minimum performance expectations for research faculty, including requirements for extramural funding and guidance for aligning research faculty compensation policies with achievement of performance expectations. Guidelines for education effort, for calculating required extramural funding (REF), for determining eligibility for merit salary increases, and for salary adjustments are described in schedules attached to the Policy. The guidelines for salary adjustments in the Policy on Performance Expectations for Research Faculty describe the salary reduction pathway for tenured faculty members that will occur each year where required extramural salary coverage is less than 30%.

1. **Faculty in Salary Reduction:** Faculty members who are in salary reduction in accordance with the Policy on Performance Expectations for Research Faculty are expected to comply with the Policy for Meeting Academic and Institutional Responsibilities for Faculty in Salary Reduction for each of the Medical Schools, attached to the Faculty Handbook as appendices. This Policy sets out the minimum criteria for faculty members in the salary reduction program to meet their academic, professional, and institutional commitments.

F. **Conflicts of Interest:** Members of the NYU Langone Health community, including faculty members, have a primary obligation to serve the purposes to which NYU Langone Health is dedicated. As part of this obligation, each person has a duty to conduct their NYU Langone Health duties and the affairs of NYU Langone Health in a manner that promotes the best interests of NYU Langone Health and in compliance with legal and regulatory requirements. As part of that duty, members of the NYU Langone Health community have a duty to disclose any real or perceived conflicts of interest and to comply with NYU Langone Health's conflict of interest policies, including the Policy on Conflicts of Interest in Business Affairs, the Policy on Faculty Consulting, and the Policy on Conflicts of Interest in Research and Other Sponsored Programs.

G. **Conflicts of Commitment:**

1. A Conflict of Commitment occurs when a faculty member's external activities compromise or may compromise their ability to meet the faculty member's obligations to NYU Langone Health. The specific responsibilities and professional activities that constitute an appropriate primary commitment to NYU Langone Health will differ across NYU Langone Health's departments and units, but they should be based on a general understanding between the faculty member and their Department Chair and/or the Chief Academic Officer ("CAO").

2. Full-time faculty members owe their primary professional allegiance to NYU Langone Health, and their primary commitment of time and intellectual energies should be to NYU Langone Health's teaching, research, and clinical programs. As set forth further in Section IV.C.1 of this Faculty Handbook, a full-time appointment to be a faculty member at the Medical Schools conveys an obligation for a faculty member to have a significant physical presence at NYU Langone Health on their assigned campus in order to be accessible to students, fellows, trainees, postdoctoral appointees, and staff, and to be available to interact with NYU Langone

Health colleagues throughout every period while they are receiving compensation from NYU Langone Health (i.e., holds a compensated appointment and is not on leave). No one appointed to a full-time faculty position at the Schools of Medicine may simultaneously hold a full-time faculty position elsewhere.

3. Part-time faculty members may be permitted to engage in outside teaching activities only to the extent that they do not interfere with any of their teaching obligations to NYU Langone Health. They are expected to disclose their teaching activities outside of NYU Langone Health prior to their appointment and as requested thereafter and whenever a material change has occurred.

4. Other than as set forth above, for all faculty members, any desired teaching service or faculty appointment at other institutions must be approved in advance by the Dean of the Medical School or their designee.

5. Members of the faculty have an obligation to comply with the Policy on Faculty Conflicts of Commitment and the Policy on Faculty Consulting.

VI. FACULTY BENEFITS

A. **Benefit Plans and Services:** NYU Langone Health Human Resources provides information about the benefit plans and services available to faculty members, professional research staff members, and administrative and professional staff members. Details regarding benefits, which include but are not limited to, sick days, vacation time, long- and short-term disability, and Family Medical Leave Act benefits, can be found on the NYU Langone Health Human Resources page on Inside Health or by contacting Human Resources.

B. Faculty Sabbatical Leave:

1. **Purpose:** A sabbatical leave, as distinguished from other types of leave, is defined as a leave with the goal of encouraging faculty members to take part in scholarly activities that will increase their academic achievement and their capacity for service to the Medical Schools. Sabbatical leave is granted on the understanding that the faculty member has an explicit obligation to return to their position at full service for a minimum of two (2) years and will not accept a position elsewhere during that time. If a faculty member does not return from sabbatical and remain in full

service at the Medical School for two years following the end of the sabbatical period, then the faculty member will be required to reimburse their Medical School for all compensation received during the sabbatical period. At the conclusion of the sabbatical leave, the faculty member must forward to the Dean of their Medical School a detailed report on the professional activities and accomplishments achieved during the sabbatical leave.

2. **Eligibility:** Eligibility for a sabbatical leave is limited to full-time members of the faculty who have achieved tenure, who are greater than 80% research effort, who have completed six years of full-time service as members of the faculty at either GSOM or GLISOM, and who have met the performance expectations set forth in the Policy on Performance Expectations for Research Faculty during the year immediately prior to the year in which sabbatical leave is being requested and for each of four of the five years prior to sabbatical leave. In general, at least six years must elapse between consecutive sabbaticals. At the conclusion of a sabbatical leave, the faculty member will forward to the Department Chair and the Dean or their designee copies of a report on activities undertaken during the period of leave.

3. **Term and Compensation of the Sabbatical:** In general, a sabbatical leave is granted to an eligible faculty member for one year at three-quarters of that portion of total salary allocated to research and education. However, as an alternative, a faculty member who is qualified for a full year's sabbatical leave at three-quarters of that portion of total salary allocated to research and education may elect, in lieu thereof, to apply for only six months of sabbatical leave during the sabbatical year at their full salary allocated to research and education.

4. **Procedure for Granting a Sabbatical Leave:** For additional information about the procedure for granting sabbatical leave, faculty members can contact the Faculty Records Office.

5. **Sabbatical Leave and Sponsored Research and Related Activities:** All sabbatical leave arrangements approved by the Medical Schools carry the restriction that the faculty member is not permitted to engage in any form of regular academic or other employment to supplement the sabbatical salary. However, a member of the faculty is entitled to supplement the salary provided by the Medical Schools during the period of leave with funding provided by an external sponsor for research and related activities, in an amount approved by the sponsor, so long as the total compensation is no more than the full base salary and the leave otherwise comports with the terms and conditions of the award. The faculty member must take the initiative

to report plans for sabbatical leave to the sponsor and identify the salary supplementation explicitly in the proposal whenever possible and must make known to the Department Chair and the relevant Dean at the time of request for sabbatical leave that such funding is being, or will be, sought from the sponsor.

C. Housing for GSOM Faculty: Faculty housing is an extremely limited resource, which is used for recruitment and retention of faculty to GSOM. As a school of NYU, GSOM has input into the assignment of faculty rental housing in the area of Washington Square, which is administered by the NYU Office of Faculty Housing, and also maintains a very limited rental housing stock near the NYU Langone Health Manhattan campus, which is separately administered by the GSOM Housing Office. GSOM faculty housing is subject to the Policy for Allocating Rental Apartments to Faculty.

D. Assignment of Academic and Research Space: The allocation of resources and responsibility for assignment of academic, research, and administrative space of the Medical Schools lies with the Deans of each school. Research space is assigned under the authority of the Dean to promote distinguished scholarly research of departments, institutes, units, and other programs in alignment with NYU Langone Health's mission, strategy, and academic and research priorities. Space is assigned and reassigned on the basis of program needs and strategic priorities, as well as productivity and performance, which is measured using a variety of parameters as set forth in the Policy on Assignment of Academic and Research Space, a copy of which is attached as an appendix.

E. Legal Matters:

1. The handling of all legal matters arising from or pertaining to the operations of the Medical Schools is the responsibility of the NYU Langone Health Office of General Counsel. Only the Office of General Counsel is authorized to retain outside counsel on behalf of the Medical Schools. All legal inquiries should be directed to the NYU Langone Health Office of General Counsel.

2. Members of the NYU Langone Health community, including faculty members, are not authorized to sign contracts, leases, or other agreements without proper written

delegation of authority from an authorized administrator, as well as required legal and financial reviews, all in accordance with NYU Langone Health's Contract Authority Policy.

3. Faculty members should immediately report any requests, including but not limited to correspondence and subpoenas, they receive from a government investigator to that faculty member's supervisor, who will then contact the Office of General Counsel or Internal Audit, Compliance & Enterprise Risk Management for further guidance. In addition, faculty members should not reply to communications received from attorneys concerning business of NYU Langone Health or the Medical Schools, whether telephone messages, faxes, e-mails, or letters. Responses to such communications must be prepared in consultation between the Office of General Counsel and the faculty member or administrator concerned. Similarly, under no circumstances should anyone who is not authorized in accordance with the NYU Langone Health Policy on Service of Process accept service of legal papers, such as subpoenas, citations, court summonses, or violation notices. Anyone who wishes to serve such papers should be referred to the Office of the General Counsel.

F. **Administrative Appointments:** Faculty may be appointed to administrative positions, which may, unless otherwise agreed upon, be terminated at any time without prejudice to a faculty member's tenure or contractual rights. Faculty who hold positions as Deans, Chairs, or Institute Directors may not spend more than 25 days per year on external activities (e.g., lecturing, acting as an expert witness, public service, service on a professional board or committee) without the approval of the CAO.

VII. DISCIPLINARY PROCEDURES

A. Termination of Tenured Faculty Member:

1. **Grounds:** A tenured faculty member's employment and faculty appointment may be terminated as follows:

a. For "Adequate Cause," which includes, but is not limited to, one or more of the following:

i. An act of fraud, embezzlement, theft, or any other material violation of law;

ii. Breach of any NYU Langone Health policy or Code of

Conduct, including but not limited to, research misconduct; disclosure of NYU Langone Health's or its patients' confidential information contrary to NYU Langone Health's policies; violation of NYU Langone Health's conflict of interest policies, which includes engagement in any competitive activity without prior review and approval and failure to disclose financial interests as required by NYU Langone Health's policies; acceptance of an academic appointment or any position with any other institutions without NYU Langone Health's prior written consent;

iii. Violation of law or regulation regarding the conduct of research or receipt of federal funding for research;

iv. Failure to maintain eligibility for receipt for federal grants or funding for research;

v. Physical or mental incapacity to perform the faculty member's responsibilities;

vi. The willful and continued failure to substantially perform the faculty member's duties for NYU Langone Health (other than as a result of incapacity due to physical or mental illness);

vii. Breach of any obligations under a faculty member's employment agreement, including but not limited to, the loss or suspension of the faculty member's license to practice medicine in the State of New York; exclusion from Medicare, Medicaid or any successor program; loss or resignation of the faculty member's appointment; loss or resignation of the faculty member's NYU Langone Hospitals medical staff privileges; failure to qualify for malpractice insurance; or repeated failure to maintain accurate, timely, and complete documentation of all clinical services rendered to NYU Langone Health patients;

viii. Failure to maintain eligibility for credentialing and to remain in good standing with any managed care plans that NYU has or will have contracts with during the course of a faculty member's employment, or a faculty member's suspension, termination, or exclusion from any such plans;

ix. A reasonable determination by NYU Langone Health that continuation of the faculty member's employment would pose a serious threat to the health, safety, or welfare of NYU Langone Health patients, staff, or visitors, or may be expected to have a detrimental effect upon the reputation, character, or standing of NYU Langone Health; and

x. Any other conduct constituting cause for termination as set

forth in the faculty member's employment agreement.

b. Under extraordinary circumstance because of financial exigencies as determined by the NYU EVP and the NYU Langone Health Board, or

c. Because of the discontinuance of all or part of one of the Medical Schools, such as a division or department.

2. **Summary suspension:** The Dean of the Medical School in which the Respondent holds their primary appointment may suspend the faculty member whenever, in their judgment, continuance of the person in service would result in a threat to the health, safety, or welfare of NYU Langone Health patients, staff, or visitors or may be expected to have a detrimental effect upon the reputation, character, or standing of NYU Langone Health or New York University. During the period of such suspension, the faculty member's pay shall be adjusted to, and the faculty member shall be paid, the base salary commensurate with the faculty member's position, except in a case where the faculty member is incarcerated or under prosecution for a criminal act or is employed by another employer with compensation during the period of any such suspension, in which case the suspension shall be without salary or compensation.

3. **Initiation of Dismissal Proceedings for Adequate Cause:**

a. Proceedings for termination of a tenured faculty member's employment and faculty appointment for Adequate Cause shall be conducted in accordance with the rules set forth in this Faculty Handbook. Whenever the Dean of a Medical School deems that such action is warranted, the Dean or the CAO (the "Charging Party") shall initiate proceedings to terminate for cause the service of a tenured faculty member by formulating (or causing to be formulated) written notice and charges setting forth clearly all charges preferred against the faculty member (the "Respondent") and informing the Respondent of their rights under the Faculty Handbook (the "Charges"). The Charging Party will send a copy of the Charges by e-mail or by registered or overnight mail to the Respondent; Charges will be deemed to have been received (i) if by email, on the day the email is sent and (ii) if by registered or overnight mail, five (5) days after the date on which such charges are deposited with the relevant postal service.

b. The Respondent shall provide a written answer to the Charging Party within twenty (20) days after service of the Charges admitting or denying each of the allegations contained in the Charges and setting forth any defenses (the "Answer"). The time for service of the Answer may be extended by the Charging Party upon request by the Respondent in

the interests of substantial justice.

c. Unless the Respondent resigns their tenured faculty appointment, within ten (10) days of (i) receipt of Respondent's Answer or, (ii) absent a request for an extension of time to answer, the date upon which an Answer was due but not received, the Charging Party shall convene the Tenured and Tenure-Track Faculty Disciplinary Committee of the Medical School in which the Respondent holds their primary appointment, and which Committee serves as the hearing panel for the proceeding (the "Hearing Panel").

d. The Hearing Panel shall be composed of five members, each a tenured faculty member, consisting of: (i) in the case of respondent whose primary appointment is in the GSOM, the President of the GSOM Faculty Council, or, in the case of respondent whose primary appointment is in the GLISOM, the President of the GLISOM Council; (ii) in the case of respondent whose primary appointment is in the GSOM, the Chair of the GSOM Appointments, Promotion and Tenure Committee (the "APT Committee") and two additional tenured members of the Committee selected by the Chair of the APT Committee, or in the case of respondent whose primary appointment is in the GSLIOM, the Chair of the GLISOM Appointments, Promotion and Tenure Committee and two additional tenured members of the Committee selected by the chair; and (iii) the Chair of the Professional Conduct Committee of NYU Langone Hospitals. In the event any of the faculty members holding these designated positions are non-tenured, then such person shall select a tenured member of the body represented by such non-tenured faculty member; except that in the case of the GSOM or GLISOM Faculty Council, it shall be the most recent past president of the Council serving their full term and who was tenured. After appointment, in the event of a Committee members' conflict of interest or inability to serve, the other Committee members will designate a tenured senior faculty member of the body represented by such Committee member to serve on the Committee in such a member's place. No member of the Hearing Panel may be from the same department in which the Respondent serves. The Hearing Panel shall elect a member to serve as chair of the Hearing Panel.

e. Notwithstanding Section 3(d) above, during the initial period of its operation and until such time as GLISOM gains a membership of at least eight (8) tenured faculty members (the "Transition Period"), GLISOM will not have a sufficient number of tenured standing faculty to undertake the disciplinary proceedings contemplated by the Hearing Panel without the participation of qualified tenured faculty from GSOM. Accordingly, during the Transition Period

years, the Hearing Panel for GLISOM will be (i) the President of the GSOM Faculty Council; (ii) the Chair of the GSOM Appointments, Promotion and Tenure Committee and two additional tenured members of the Committee selected by the Chair; and (iii) the Chair of the Professional Conduct Committee of NYU Langone Hospitals. After the Transition Period, the Hearing Panel for GLISOM will be composed as set forth in Section VII.3.d of this Faculty Handbook.

f. Once the Hearing Panel is established, the Charging Party shall forward to the Panel copies of the Charges and Answer. If the respondent fails to provide an Answer, the Charging Party shall forward the Charges to the Hearing Panel with a statement that no Answer has been served by the Respondent.

g. Within twenty (20) days after submission of the Charges and Answers, or of the Charges alone as the case may be, to the Hearing Panel, the Hearing Panel will advise the parties to begin the process of identifying a Hearing Officer as set forth below in Section VII.4.a below.

4. Conduct of Hearings before the Hearing Panel

a. A hearing officer who is an attorney shall preside over the hearing of the Charges (the “Hearing Officer”) pursuant to the following process. The Charging Party and the Respondent shall be provided with a list of ten (10) qualified attorneys compiled by the American Arbitration Association (“AAA”) to conduct the proceedings. The Charging Party and Respondent may each strike up to five names from the list and each shall rank, in order of preference, the names of those whom they have not stricken. The Charging Party and the Respondent will return the list to the AAA within ten (10) days of having received the list or as otherwise provided by the AAA. The AAA shall then designate as the Hearing Officer the available person with the highest degree of joint preference of the parties. Should more than one available person have an equally high joint preference, the AAA shall select the Hearing Officer by lot from those with the highest joint preference. The Charging Party will provide the name of the Hearing Officer to the Hearing Panel and the parties.

b. After selection of the Hearing Officer, the Hearing Panel, after consultation with the parties and the Hearing Officer, will set down a calendar of hearing dates. The calendar shall be read into the record on the opening day of the hearing and will be followed unless the Hearing Panel orders changes or modifications for due cause.

c. Upon the failure of the Respondent to provide an Answer, and not

withstanding any other provision of this Section, the Respondent shall be precluded from participation in the hearing as set forth in this Section. In such case, the Charging Party will nonetheless be responsible for presenting its case to the Hearing Panel in accordance with the procedures set forth in this Section.

d. Subject to Section 4.c, whenever the interests of substantial justice appear to so require, the Hearing Panel may direct either or both parties to submit a summary of the evidence they intend to rely upon, a list of witnesses to be called, or both. If the Hearing Panel determines that either the statement of the Charges or the Answer is indefinite or obscure, the Hearing Panel may require a more definite statement of the Charges, the Answer, or both.

e. The Hearing Officer shall preside over the hearing and rule on all procedural matters, including the admissibility of evidence and the time for the parties to take any action in connection with the hearing, subject to the right of each party to appeal any such ruling by the Hearing Officer to the Hearing Panel. Such appeals will be decided by decision of a majority of the Panel members.

f. The hearing shall not be restricted by the rules of procedure or the rules of evidence (including admissibility) which prevail in courts of law, and each member of the Hearing Panel may inquire into whatever is believed relevant to the inquiry. Whenever the proceedings originate from a finding of scientific or research misconduct in accordance with the separate rules governing such proceedings, the Hearing Panel shall deem the report of the earlier committee to constitute the facts as to the existence of such misconduct.

g. Subject to Section 4.c, the Respondent and the Charging Party may be assisted by counsel of their choice throughout the proceedings. Counsel for both sides shall cooperate at all times with the Hearing Panel and the Hearing Officer. In addition, the Hearing Panel may be assisted by counsel throughout the proceedings.

h. Subject to Section 4.c, either party will have the right to present up to three (3) witnesses upon request to the Hearing Panel; a request by either party to present further witnesses shall be made to the Hearing Panel, which may limit the number of witnesses at its discretion. The Hearing Panel may limit the length of testimony of any witness at its discretion. If witnesses are called, each party shall have the right of cross-examination. Each party may introduce evidence which shall constitute part of the record of the case.

i. A stenographic record shall be made of all proceedings at the

hearing. The transcript shall be available to the Charging Party and the Respondent. On order of the Hearing Officer, procedural matters may be discussed in executive session, the minutes of which need not be included in the transcript of the record of the hearing.

j. Subject to Section 4.c, each party shall have an equal opportunity at the final session of the hearing to present a summation of the case, either in person or by counsel, but no new evidence or testimony may be introduced during such summation.

k. All five members of the Hearing Panel shall be present at each session of the hearing. If, after the commencement of the hearing, a member of the Panel becomes unable to continue to serve, they shall be excused from further service, and the most senior tenured faculty member representing the body of the excused panel member shall serve in their place. Prior to serving on the Panel, the member's designee must have read the hearing transcript and all Charges, the Answer, and other pleadings filed in connection with the hearing and then certify having done so. Should a member of the panel repeatedly fail to carry out their obligations as a panel member, upon a unanimous vote of the remaining members of the panel, they may be discharged from further service and replaced by a tenured senior faculty member of the body represented by the replaced member; such replacement member will be elected by the remaining Panel members.

l. At the conclusion of the hearing, and subject to Section 4.d, either party may request that the Hearing Panel permit the submission by each party of a post-hearing brief. The Hearing Panel may, in its sole discretion, deny or grant such request and include any limitations or requirements (e.g., page limitations) as it deems appropriate.

m. The Hearing Panel shall have the power to enlarge the time appointed in these procedures for doing any act or taking any action where the interests of substantial justice appear to so require.

5. Decision and Report of the Hearing Panel

a. Within thirty (30) days of the last day of the proceeding or the submission of post-hearing briefs, whichever is later, the Hearing Panel shall deliberate and issue its decision in a written report (the "Decision and Report"). The deliberations shall be conducted in executive session and shall be attended only by the members of the Hearing Panel. The decision of the Hearing Panel must be based upon the evidence presented and must be supported by a majority of its members.

b. The Decision and Report shall consist of: (i) a transcript of the record of the hearing and the exhibits offered or introduced into evidence by the parties; (ii) a statement of the facts deemed essential to the findings; (iii) the Hearing Panel's findings, conclusions, and sanctions; and (iv) to the extent the Hearing Panel's decision is not unanimous, any memorandum that any dissenting member of the Hearing Panel may wish to submit expressing their opinion as to the matters in controversy.

c. Each finding, conclusion, and recommendation shall be reported with the numerical vote, but not the names, of the members of the Hearing Panel who voted for or against the same.

d. Complete copies of the Decision and Report shall be transmitted to the parties to the hearing and to the Dean of the relevant Medical School.

e. The decision of the Hearing Panel is final, subject only to approval of the NYU Board pursuant to Section 7 if applicable, unless appealed by either party.

6. Appeal

a. Either party may appeal the Hearing Panel's decision in writing to the University Provost, which appeal shall be heard by the Provost or a person designated by the Chair of the NYU Board (collectively, the "NYU Representative"); provided, however, that a Respondent who has failed to serve an Answer and was precluded from participating in the hearing in accordance with Section 4.d shall have no right of appeal. The appeal request should set forth the basis for the party's appeal and any arguments in support of a reversal of the Hearing Panel's decision. Upon appeal, after reviewing the Report and Decision of the Hearing Panel and any documentation submitted in support of the appeal, the NYU Representative shall issue a written decision, which shall be considered final, subject only to approval of the NYU Board pursuant to Section 7 below, if applicable.

b. The bases for appeal are limited to the following: (i) findings in support of one or more of the Charges are not supported by substantial evidence in the record as a whole; or (ii) the hearing was not conducted fairly or was not conducted in substantial compliance with the governing rules; or (iii) the sanction is disproportionate to the infraction.

c. Appeal of Decision to Dismiss for Cause: In the case of an appeal of a dismissal of a faculty member for cause, the NYU Representative shall uphold the Hearing Panel's decision unless the NYU Representative determines either: (i) that the findings against the

faculty member on one or more of the charges are not supported by substantial evidence in the record as a whole; (ii) that the hearing was not conducted fairly and in substantial compliance with the rules set forth above for the conduct of such hearings; or (iii) that the sanction of dismissal is not appropriate; if the NYU Representative determines not to uphold the Hearing Panel's decision, then the NYU Representative shall have the option to either: (A) dismiss the charges; (B) remand the case for a new hearing before the same or a new hearing panel; or (C) reduce the sanction.

d. **Appeal of Decision Not to Dismiss for Cause.** On appeal of the Hearing Panel's decision not to dismiss the faculty member for cause, the NYU Representative shall make the final determination with respect to the appropriate sanction to be imposed, including any decision to dismiss the faculty member or increase any sanction recommended by the Hearing Panel. If the NYU Representative determines either that the Hearing Panel's findings are not supported by substantial evidence in the record as a whole, that the hearing was not conducted fairly, or was not conducted in substantial compliance with the governing rules to the detriment of the Charging Party, the NYU Representative shall have the option, but shall not be required, to remand the case for a new hearing before the same or a new hearing panel.

7. **Final Disposition:** Any decision to terminate the service of a tenured faculty member shall be subject to approval by the University Board of Trustees. The final disposition of the case shall be made public only after the faculty member has been officially informed of the decision by the relevant Medical School Dean.

B. Termination of Tenure-Track Faculty:

1. **Grounds:** In addition to the provisions of the Faculty Handbook at Section III.C and relevant Medical School policies pursuant to which a non-tenured, tenure-track faculty member may be removed upon sufficient notice when it is unlikely that tenure will be achieved, a Tenure-Track Faculty member's employment and faculty appointment may be terminated on the same grounds as for Termination of Tenured Faculty Member set forth in Section VII.A.1.

2. **Summary suspension:** The Dean of the Medical School in which the Respondent holds their primary appointment may suspend the faculty member whenever, in their judgment, continuance of the person in service would result in a threat to the health, safety, or welfare of NYU Langone Health patients, staff, or visitors or may be expected to have a detrimental effect upon the reputation, character, or standing of NYU Langone Health or New

York University. During the period of such suspension, the faculty member's pay shall be adjusted to, and the faculty member shall be paid, the base salary commensurate with the faculty member's position, except in a case where the faculty member is incarcerated or under prosecution for a criminal act or is employed by another employer with compensation during the period of any such suspension, in which case the suspension shall be without salary or compensation.

3. Proceedings for Termination for Adequate Cause

a. Proceedings for termination of a Tenure-Track Faculty member's employment and faculty appointment for Adequate Cause shall be conducted in accordance with the rules set forth in this Faculty Handbook. Whenever a faculty member's Department Chair and the CAO (the "Charging Party") deems that such action is warranted, the Charging Party shall initiate proceedings.

b. In such cases, the Charging Party shall draft a memorandum setting forth the grounds for removing the faculty member and shall send a copy of the memorandum, together with notice of proceedings for termination for cause, (the "Charges") by e-mail or registered or overnight mail to the faculty member involved (the "Respondent"). The Charges will be deemed to have been received: (i) if by email, on the day the email is sent; and (ii) if by registered mail or overnight mail, five (5) days after the date on which such charges are deposited with the relevant postal service.

c. The Respondent shall serve a written response (the "Answer") to the Charging Party within twenty (20) days after receipt of the Charges. The CAO may extend the time for service of the Answer in the interests of substantial justice.

d. In the event that the Respondent fails to serve an Answer, and notwithstanding any other provision of this Section, the Respondent shall be precluded from participation in the hearing as set forth in this Section. In such case, the Charging Party will nonetheless be responsible for presenting its case to the Hearing Panel in accordance with the procedures set forth in this Section.

e. The CAO shall convene the Tenured and Tenure-Track Faculty Disciplinary Committee of the Medical School where the Respondent has their primary appointment. The Tenured and Tenure-Track Faculty Disciplinary Committee (the "Hearing Panel") will be constituted as set forth in Section VII.A.3.d and e of the Faculty Handbook. The CAO shall forward a copy of the Charges and Answer to the Hearing Panel. If the Respondent fails

to serve an Answer within twenty (20) days, or any extension of such time granted by the CAO, the CAO shall nevertheless forward the Charges to the Committee with a statement showing that no response has been served by the Respondent.

f. The hearing shall be conducted by the Hearing Panel. Except as otherwise set forth in Section 3.d of this Section, both the Charging Party and the Respondent will have the opportunity to appear before the Hearing Panel to present an oral summary of the arguments in support of their position. The Respondent and the Charging Party may be assisted by counsel of their choice. Counsel for each party shall cooperate at all times with the Hearing Panel.

g. Subject to Section 3.d of this Section, either party will have the right to present up to three (3) witnesses upon request to the Hearing Panel; a request by either party to present further witnesses shall be made to the Hearing Panel, which may limit the number of witnesses at its discretion. The Hearing Panel may limit the length of testimony of any witness at its discretion. Questions to the witnesses will be made through the Hearing Panel. Each party may introduce exhibits, which shall constitute part of the record of the case.

h. The Hearing Panel will establish its own procedures for the conduct of the hearings and will not be restricted by the rules of procedure or of the admissibility of evidence which prevail in courts of law. Each member of the Hearing Panel may inquire into whatever is believed relevant to the inquiry. Whenever the proceedings originate from a finding of scientific or research misconduct in accordance with the separate rules governing such proceedings, the Hearing Panel shall deem the report of the earlier committee to constitute the facts as to the existence of such misconduct.

4. Decision and Report of the Hearing Panel; Appeal

a. Within thirty (30) days of the last day of the proceedings, the Hearing Panel shall deliberate and deliver its decision in writing to both parties. The Hearing Panel's decision shall consist of: (1) such findings, conclusions and any sanctions as the Panel shall make, including a statement of the facts deemed essential to the findings; and (2) a memorandum submitted by any dissenting member of the panel, at their own discretion, with reference to their opinion as to the findings, conclusions, and any proposed sanctions.

b. Within twenty (20) days of delivery of the Hearing Panel's decision to the parties, either party can appeal the Hearing Panel's decision to the Dean of the Medical

School in which the faculty member holds their primary appointment; provided, however, that a Respondent who has failed to serve an Answer and was precluded from participating in the hearing in accordance with Section 3.d shall have no right of appeal. The bases for appeal are limited to the following: (1) findings are not supported by substantial evidence in the record as a whole; or (2) the sanction is disproportionate to the infraction.

c. After reviewing the report of the Hearing Panel, the Dean shall issue a written decision to the parties, which shall be final and not subject to appeal. In the case of a decision to terminate the faculty member, the faculty member shall no longer be eligible for tenure at either of the Medical Schools and may be terminated without further notice.

C. Termination of Compensated Faculty Appointments Not on the Tenure Track:

1. Compensated Faculty:

a. Compensated Faculty Appointed Pursuant to Agreements: Some compensated faculty members not on the tenure track are appointed for specific terms as set forth in their employment agreements (“Employment Term”). During the Employment Term, such faculty members may be terminated as set forth in their employment agreements or, if there are no provisions addressing termination in an employment agreement, for Adequate Cause as defined in Section VII.A.1.a of this Faculty Handbook. For those compensated faculty members who continue to be employed on an at-will basis following the end of the Employment Term, such faculty members may be terminated at any time, with or without cause, subject to Section IV.C.3.

b. Compensated Faculty Not Appointed Pursuant to Agreements: Compensated faculty members not on the tenure track who do not have employment agreements are employees at-will and may be terminated at any time, with or without cause. Such faculty members may receive notice of termination (but it is not a requirement) as set forth in Section IV.C.3.

2. Per Diem Compensated Faculty: A compensated faculty member who is employed on a per diem basis is an employee at-will and may be terminated at any time, with or without cause. Such faculty are not entitled to notice of termination.

D. Termination of Non-Compensated Faculty Appointments Not on the Tenure Track: Non-compensated Faculty not on the tenure track are appointed on an at-will basis. Such

appointments may be terminated at any time with or without cause at the discretion of the CAO upon recommendation of the Department Chair or by the applicable Medical School Dean.

E. Disciplinary Proceedings for Faculty Other than for Termination: The following procedure is applicable where a question arises concerning an alleged violation by any member of the faculty of any policy, procedure, rule, or regulation of NYU Langone Health, one of the Medical Schools, or the University, engaging in behavior or conduct that does not meet the professional standards of the Medical Schools, engaging in an activity that is a threat to the welfare or safety of anyone in the NYU Langone Health community, or violating any local, state, or federal law, other than proceedings for the termination of faculty pursuant to sections VII.A – D as set forth above or matters for which other specific procedures are required in accordance with applicable law (e.g., Title IX).

1. Allegations Subject to the Title IX Processes and Procedures of NYU Langone Health, GSOM and GLISOM: Any allegation of sexual misconduct, relationship violence, and stalking against a faculty member that is subject to the Sexual Misconduct, Relationship Violence, and Stalking Policy and Procedure for NYU Langone (Academic Medical Center) and/or the Sexual Misconduct, Relationship Violence, and Stalking Policy and Procedure for NYU Grossman School of Medicine and NYU Grossman Long Island School of Medicine shall be handled in accordance with such policies, as applicable.

2. Other Disciplinary Matters:

a. Any allegations of conduct that might result in disciplinary action, including but not limited to, violations of NYU Langone Health or Medical School policies and procedures, will be handled in accordance with applicable NYU Langone Health policies and procedures, and may require investigation. Disciplinary action under this Section shall include but is not limited to: (i) reprimand; (ii) removal of responsibilities and/or privileges; (iii) suspension; and (iv) monetary fine and/or salary reduction.

b. Process

i. Unless otherwise required by applicable NYU Langone Health policy (e.g., Title IX, research misconduct), following an internal investigation of the allegations by the relevant body (e.g., Human Resources), a report will be prepared and sent to the Chair of the faculty member's Department or, in the case of allegations against a Chair or an

Executive Vice President in their capacity as a faculty member (an “EVP”), to the CAO. The report will include a statement of the facts deemed essential to the findings, the findings, conclusions, and proposed sanctions, if any.

ii. The Chair will make a recommendation to the CAO for disciplinary action (or not); in the case of a report involving a Department Chair or EVP, the CAO will make a recommendation to the relevant Medical School Dean for disciplinary action (or not). In considering the recommendations, the Dean and the CAO may consult with others as required by NYU Langone Health policies or as they deem appropriate in their discretion.

iii. The CAO shall determine the disciplinary action (or not); in the case of a Department Chair or EVP, the Dean shall determine the disciplinary action (or not). In the case of a Department Chair or EVP, the Dean’s decision shall be final.

iv. The CAO will advise the Department Chair of the determination of the disciplinary matter, including any disciplinary action instituted, and Chair will notify the faculty member in writing. In the case of a Department Chair, the Dean will notify the CAO who will notify the Chair in writing; in the case of an EVP, the Dean will notify the EVP.

c. Appeals

i. The faculty member has the right to appeal the decision of the CAO in writing to the Dean of the Medical School of the faculty member’s primary appointment on the following grounds: (1) the decision was not supported by substantial evidence on the record; or (2) the investigation was not conducted fairly or in accordance with the applicable policy and/or procedures; or (3) the sanction is disproportionate to the infraction. In the case of a Department Chair or EVP, the Dean’s decision shall be final and shall not be appealable.

ii. Upon review of the record and the appeal request, the Dean shall issue a decision, which shall be final.

VII. GRIEVANCE APPEAL PROCEDURES

The purpose of this Section is to establish procedures pursuant to which faculty members of the Medical Schools can seek to appeal decisions and actions as specified below. For avoidance of doubt, matters under review or determined pursuant to the Disciplinary Procedures set forth in Section VII of this Faculty Handbook may not be further appealed under this Section. A faculty member who pursues the procedures set forth in this Section must be a faculty member of one of the Medical Schools when he or she initiates the procedure.

A. Procedures: Tenured and Tenure-Track Faculty

1. **General:** A faculty member may seek redress of a grievance pursuant to the procedures set forth in this Section related to: (a) appointment, reappointment, promotion, or tenure; and (b) decisions related to general conditions of employment. For grievances related to appointment, reappointment, promotion, or tenure, the criteria for a grievance is whether (i) the procedures used were proper; (ii) the case received adequate consideration; or (iii) the decision in question violated the academic freedom of the faculty member.

2. **Informal Resolution:** Prior to the initiation of formal proceedings, attempts shall be made to settle the dispute by informal discussions between the faculty member and the CAO, possibly with the assistance of mediators.

3. Procedure:

a. If a faculty member's grievance is not settled informally, the faculty member may appeal the decision in writing within fifteen (15) days after receiving notice of the decision being appealed. The appeal should be sent to the Dean of the school in which the faculty member holds their appointment.

b. Within fifteen (15) days of receipt of the notice of appeal, the Dean shall convene the Medical School's Faculty Grievance Committee in order to advise the Dean. The Faculty Grievance Committee shall be comprised of eight (8) faculty members elected by the voting members of the respective school faculty and shall be a committee of the applicable Faculty Council. A majority of the Faculty Grievance Committee shall be tenured members of the faculty. It shall not include departmental chairpersons, co-chairs/deputy chairs, or departmental/division heads or any faculty member whose primary assignment is administrative. Until such time as

GLISOM gains a membership of at least eight tenured faculty members, the Faculty Grievance Committee of GSOM will act as GSLISOM's Faculty Grievance Committee for purposes of this section. The members of the Grievance Committee shall maintain the confidentiality of the proceedings both during and following the review, except as required by applicable law.

c. The Faculty Grievance Committee will conduct an inquiry into the grievance and may inquire into whatever is believed relevant to the inquiry. Both the faculty member bringing the grievance and appropriate representatives in support of the decision being grieved will have the opportunity to appear before the Committee to present an oral summary of the arguments in support of their position. The Faculty Grievance Committee will conduct its own procedures for the conduct of its inquiry and will not be restricted by the rules of procedure or the admissibility of evidence which prevails in courts of law.

d. Within twenty (20) days of the conclusion of its inquiry, the Faculty Grievance Committee shall submit its recommendations to the Dean in writing, including the reasons for its recommendation. Within fifteen (15) days of receipt of the recommendation, the Dean shall decide the case and in writing shall notify the concerned parties and the Faculty Grievance Committee of their decision, together with reasons therefore and information on the procedure for appeal. The Dean's decision shall be final.

B. Dispute Resolution Procedures: Compensated Faculty Not on the Tenure Track:

1. Decisions Regarding Reappointment and Termination:

a. Grounds: A faculty member not on the tenure track may appeal a decision related to reappointment or termination only on the following grounds:

- i. The decision was motivated by unlawful discrimination or retaliation; or
- ii. The decision violated the academic freedom of the faculty member, in which case the burden is on the faculty member.

b. Process:

i. The faculty member will attempt to resolve the matter by discussions at the Department level.

ii. If the matter is not resolved at the Department level, the faculty member may appeal the decision in writing within fifteen (15) days after receiving notice of the decision being appealed. The appeal should be submitted to the Dean of the school in which the faculty member has their primary appointment and should include a concise summary of the nature of the issue; the steps taken prior to filing the appeal; and the redress sought.

iii. Within fifteen (15) days after receipt of the appeal, the Dean or his or her designee will review the matter and issue a decision within thirty business (30) days. The Dean may request consultation with others, including the Human Resources Department, prior to rendering the final decision.

iv. The Dean's decision shall be final and not subject to further review.

2. **Decisions Related to Employment Conditions:**

a. General: A faculty member not on the tenure track may invoke the procedures below with respect to disputes related to general conditions of employment.

b. Grounds: Appeals from decisions subject to this Section can be made only on the following grounds:

i. The decision was motivated by unlawful discrimination or retaliation, or the matter received inadequate consideration.

ii. That the decisions violated the academic freedom of the person in question, in which case the burden of proof is on that person.

c. Process

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

ii. If the matter is not resolved at the Department level, the faculty member may appeal the decision within fifteen (15) days of receipt of the decision being appealed. The appeal shall be submitted to the CAO, who shall review the matter and make a

determination, which shall be final and not subject to appeal. In investigating any matter, the CAO may seek the advice of others, including but not limited to, the Human Resources Department.

APPENDIX I:
Policies

Principles of Joint Shared Governance: <https://www.nyu.edu/about/leadership-university-administration/university-senate/membership/councils/ft-continuing-contract-faculty-senators-council/rules-and-bylaws/principles-of-joint-shared-governance.html>

Policies and Procedures for Appointment, Promotion, and Tenure at NYU Grossman School of Medicine: <https://med.nyu.edu/for-faculty/sites/default/files/policies-procedures-for-appointment-promotion-tenure.pdf>

Policies and Procedures for Appointment and Promotion at the NYU Grossman Long Island School of Medicine: <https://medli.nyu.edu/faculty/sites/default/files/appointment-promotion-tenure-policy.pdf>

NYU Grossman School of Medicine Guidelines for Promotion on the Tenure Track or Tenure: <https://med.nyu.edu/for-faculty/sites/default/files/guidelines-for-promotion-tenure-track-or-tenure.pdf>

NYU Grossman Long Island School of Medicine Guidelines for Promotion on the Tenure Track or Tenure: <https://medli.nyu.edu/faculty/sites/default/files/guidelines-for-promotion-on-the-tenure-track-or-tenure-policy.pdf>

NYU Grossman Long Island School of Medicine Performance Evaluation and Feedback Policy: <https://medli.nyu.edu/faculty/sites/default/files/performace-evaluation-feedback-policy.pdf>

NYU Grossman School of Medicine Policy on Faculty Appointments Not on the Tenure Track: <https://med.nyu.edu/for-faculty/sites/default/files/nyu-school-of-medicine-policy-on-faculty-appointments-not-on-tenure-tracks.pdf>

NYU Grossman Long Island School of Medicine Policy on Faculty Appointments Not on the Tenure Track: <https://medli.nyu.edu/faculty/sites/default/files/policy-on-faculty-appointments-not-on-tenure-tracks.pdf>

NYU Langone Health Code of Conduct: <https://nyumc.ellucid.com/documents/view/1474>

Policy on Performance Expectations for Research Faculty: <https://med.nyu.edu/for-faculty/sites/default/files/policy-on-performance-expectations-for-research-faculty.pdf>

Policy on Expectations Regarding Teaching: <https://med.nyu.edu/for-faculty/sites/default/files/expectations-regarding-teaching.pdf>

NYU Long Island Grossman School of Medicine Policy on Minimum Teaching Requirements: <https://medli.nyu.edu/faculty/sites/default/files/policy-on-minimum-teaching-requirements.pdf>

NYU Grossman School of Medicine Policy for Meeting Academic and Institutional Responsibilities for Certain Tenured Faculty Who Have Not Met Extramural Funding Requirements: <https://med.nyu.edu/for-faculty/sites/default/files/policy-for-meeting-academic-and-institutional-responsibilities-for-faculty-in-salary-reduction.pdf>

NYU Langone Health Conflict Policies: <https://nyulangone.org/policies-disclaimers/conflicts-interest>

NYU Grossman School of Medicine Faculty Sabbatical Leave Approval Process:
https://central.nyumc.org/fac/site/_layouts/15/WopiFrame.aspx?sourcedoc=%7BF8C5D2FE-6098-4D44-A943-4780410CC4E3%7D&file=Sabbatical%20Approval%20Process_FINAL.pdf&action=default

NYU Grossman School of Medicine Policy for Allocating Rental Apartments to Faculty:
<https://nyulangone.sharepoint.com/sites/Faculty/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FFaculty%2FShared%20Documents%2FFaculty%20Policies%2FSOM%20Faculty>

[%20Housing%20Policy%20%2806%2D1%2D2019%29%20Modified%20FINAL%2Epdf&parent=%2Fsites%2FFaculty%2FShared%20Documents%2FFaculty%20Policies&p=true&ga=1](#)

Policy on Assignment of Academic and Research Space:

<https://nyumc.ellucid.com/documents/view/7509>

Service of Process Policies: [https://nyulangone.sharepoint.com/sites/legal/SitePages/Service-of-Process\(2\).aspx](https://nyulangone.sharepoint.com/sites/legal/SitePages/Service-of-Process(2).aspx)

Contract Signing Authority Policy: <https://nyumc.ellucid.com/documents/view/2175>

Sexual Misconduct, Relationship Violence, and Stalking Policy and Procedures for NYU Grossman School of Medicine and NYU Grossman Long Island School of Medicine:

<https://medli.nyu.edu/sites/default/files/policy-on-sexual-misconduct-relationship-violence-and-stalking.pdf>

NYU Langone Health Sexual Misconduct, Relationship Violence, and Stalking Policy:

<https://nyumc.ellucid.com/documents/view/19277>