

**Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
May 31, 2023**

Subject: Article 18, Revised and Corrected

Agreement

The revised and corrected version of Article 18 attached to this agreement shall replace the original version appearing in the 2021-2024 Collective Bargaining Agreement upon signature by the parties and ratification by the PSU-AAUP membership.

<p>For the University</p>  <small>Shelly Chabon (May 31, 2023 08:44 PDT)</small>	<p>For the Association</p> 
<p>Shelly Chabon, Vice Provost for Academic Personnel</p>	<p>David Kinsella, Vice President Collective Bargaining</p>
<p><u>05/31/2023</u></p>	<p><u>05/31/2023</u></p>
<p>Date</p>	<p>Date</p>

Article 18. NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY

Section 1. Introduction

- (a) The University and the Association recognize that in order to maintain a vital university culture we must develop a primarily tenured and tenure-track faculty, protect participatory governance structures, guarantee the diversity of our faculty, and assume the rights and responsibilities of academic freedom. The University and the Association acknowledge that a reasonable assurance of continued employment provides for a highly qualified faculty and protects academic freedom essential to the integrity of teaching and scholarship.
- (b) The University acknowledges the value of the services of non-tenure track instructional and research faculty, the need for continuity of services, and the benefits that follow from the employment of non-tenure track term instructional and research faculty in commitment to the institution, to strong programs, to consistent advising, and to retention. Non-tenure track faculty are ensured the inherent rights of academic freedom and they recognize the accompanying responsibilities.
- (c) Definition of Non-Tenure Track Faculty. Non-tenure track faculty; are faculty members who are not on tenure-track appointments, but whose appointments are at least 0.50 FTE annualized. These appointments are primarily for instruction and research as described in the position descriptions. Non-tenure track instructional faculty will be employed on a continuous basis after completion of a probationary period, as provided in Section 2 below, unless a fixed-term appointment is appropriate, as provided in Section 3 below. Non-tenure track research faculty will be employed as provided in Section 5 below.

Section 2. Non-Tenure Track Instructional Faculty Continuous Appointments

- (a) The University and the Association recognize that non-tenure track instructional faculty are, even in ~~at~~ the first year of employment, an essential and integrated part of a department's or program's staff. Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the Department Chair.
- (b) Probationary Period. Non-tenure track instructional faculty members will be employed on annual contracts during the first six (6) years of employment as non-tenure track instructional faculty members. Annual contracts during the probationary period will automatically renew unless timely notice is provided. Notice of non-renewal of an annual contract during the probationary period must be provided by April 1 of the first year of the probationary period and by January 1 of the second through fifth years of the probationary period, effective at the end of that academic year.
- (c) Evaluation during Probationary Period. Non-tenure track instructional faculty members are to be evaluated annually during years 1 through 5 of the probationary period, pursuant to guidelines as provided in Section 6 below.
- (d) Evaluation for Continuous Appointment. In year 6 of the probationary period, non-tenure track instructional faculty members are to be evaluated for continuous appointment, pursuant to

guidelines as provided in Section 6 below. Prior to the end of the final academic year of the probationary period, a non-tenure track instructional faculty member is to be awarded a continuous appointment or provided twelve (12) months' notice of termination of employment.

(e) Terms of a Continuous Appointment. For purposes of this Article, a "continuous appointment" is an indefinite appointment that can be terminated only under the following circumstances:

1. If the faculty member receives an unsatisfactory post-continuous appointment review and fails to remediate the deficiencies during the subsequent academic year, as provided in subsection (i) below.

~~4.2.~~ Pursuant to Article 22 (Retrenchment).

~~2.3.~~ When a sanction of termination is warranted and imposed pursuant to Article 27 (Imposition of Progressive Sanctions).

~~3.4.~~ Due to a change in curricular needs or programmatic requirements made in accordance with applicable shared governance procedures. In such a case:

- i. As soon as practicable, but no later than 60 days prior to issuing a notice of termination, the Department Chair must provide written justification for the decision and explanation of the applicable shared governance procedure to the faculty members, the Dean, the Provost and the Association.
- ii. If the employment of multiple faculty members in equivalent positions, and with equivalent position-related qualifications, skills and expertise, are to be terminated due to the same change in curricular needs or programmatic requirements, then lay-off shall be in order of seniority. Faculty will be laid off in inverse order to length of continuous service at the University.
 - a. "Continuous service," for purposes of layoff and recall, means time worked at PSU in a position that annualizes at 0.5 FTE or greater.
 - b. Should members subject to layoff and recall have the same seniority date, then the order of seniority for that seniority date shall be determined by the sequence of numbers in their PSU ID number. Members will be laid off from highest PSU ID number to lowest PSU ID number, and shall be recalled from highest PSU ID to lowest PSU ID number.
- iii. The faculty member is to be given at least six months' notice of termination of employment, with such termination effective at the end of the academic year.
 - a. If a faculty member receives a notification of termination pursuant to this section and was eligible for and had submitted a portfolio for promotion review, ~~or~~ were in their 6th year of probationary service and were eligible for continuous appointment, or were eligible pursuant to Letter of Agreement #12_(CBA 2015-19) and submitted their portfolio for

continuous appointment review, those reviews shall proceed without respect to the termination notice.

- 1) If the faculty member achieves promotion or continuous appointment, they shall be considered to be in the new rank or employment status awarded pursuant to the recall procedures in Article 18, Section 2(e)(3)(v) and this Agreement.
 - 2) If the probationary employee applying for continuous appointment is not awarded continuous appointment, they shall be terminated consistent with this section.
- iv. The School/College will make a good faith effort to find a comparable position within the University for the faculty member.
- v. If the reason for the decision that led to the layoff is reversed within three years from the date that notice of termination was provided to the faculty member, the affected faculty members will be recalled in inverse order of layoff. To exercise recall rights, a faculty member must:
- a. Notify Human Resources in writing, within 30 days of the termination notice, of intent to be placed on the recall list. If/when there is a need for a recall list, the parties agree to meet promptly for the purpose of negotiating a process for administering the recall list.
 - b. Inform Human Resources of any change in telephone, email, or address.
 - c. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association of the recall.
 - d. The recalled faculty member will have ten (10) ~~working business~~ days to accept or reject the position. Failure to contact Human Resources within ten (10) ~~working business~~ days will be considered a rejection of the position.
 - e. A recalled faculty member who rejects a position will be removed from the recall list.
 - f. Acceptance of any job at PSU, other than the NTTF position from which they were laid off, will not impact their position on the recall list.
 - g. For employees recalled to their position:
 - 1) The time spent on the recall list will not count as a break in service. Time on the recall list shall be considered the same as a leave without pay and all members laid off shall retain benefits and privileges of a member on leave without pay (consistent with Article 22, Section 5 (d)).

- 2) Upon recall, the University will return the employees to the contract type and rank; with the same contract provisions; as in the individual contract from which they were terminated.
 - 3) Upon return to service; employees who had completed the six-year probationary period will not be required to complete a new six-year probationary period.
 - 4) Upon return to service; employees who were in the six-year probationary period will return to their probationary period at the point of exit upon termination.
4. ~~If the faculty member receives an unsatisfactory evaluation and fails to remediate the deficiencies during the subsequent academic year, as provided in paragraph (g) below.~~

(f) Evaluation Following Continuous Appointment:

1. PCAR Increase and Effective Date: All PCAR Effective Dates are tracked using the original continuous appointment effective date as stated on the employee's signed NOA. PCAR increases can be found in Article 30, Section 6C.
 2. Transition from 3-year to 5-year evaluation/PCAR cycle: Letter of Agreement #5, attached to this Agreement, describes the methods used for transitioning NTF in various stages of a 3-year evaluation cycle to the new 5-year cycle, and treatment of eligibility for PCAR salary increases. As provided for in LOA #5, it expires at the end of the term of the Agreement, unless renewed by the parties.
- ~~(g) 3. Faculty on a continuous appointment are to be evaluated every five (5) years following in the fifth year of continuous appointment, and then every five (5) years following the last evaluation or promotion, pursuant to guidelines as provided in Section 6 below. The effective date for the award of Continuous Appointment will be September 16th following a successful Milestone Review. The effective date is the start of academic year 1 of the Post-Continuous Appointment. Post-Continuous Appointment review dossiers are typically due first Friday in October. In the event of an unsatisfactory evaluation, the evaluation shall identify the deficiencies that require remediation/improvement and may make recommendations for improvement. Following an unsatisfactory evaluation, a remediation/improvement plan will be developed as provided in ~~paragraph (g)~~ subsection (i) below.~~
4. If a faculty member on Continuous Appointment undergoes a successful promotional review prior to year 5 of the post-continuous appointment, their next post-continuous appointment review will occur five (5) years after their successful promotional review. The first year of the next 5-year post-continuous appointment review count will start on September 16 the academic year following the successful review. For those that have a continuous appointment effective date before September 16, 2018, please refer to Letter of Agreement #5 for how promotional review may affect a member's PCAR cycle.

Example Timeline:

POSITIVE Milestone, post-CA, or PROMOTIONAL Review	CYCLE	COUNT
2025-2026	Milestone, Promotional Review or PCAR Occurs	Mid Post-Continuous 5-year Cycle
9/16/2026	Successful Promotion or PCAR Effective Date	ALSO start of academic year 1 for the next PCAR review cycle (2026-2027)
2026-27	X	1
2027-28	X	2
2028-29	X	3
2029-30	X	4
2030-31	X PCAR Occurs	5
2031-32	Post CA Review Occurs	6
POSITIVE POST CA REVIEW 9/16/2031	PCAR Effective date 9/16/31	7 ALSO: start of academic year 1 for the next PCAR review cycle
2032-33 2031-32	Year 1 of 5 X	1

(g) Notification of Eligibility, Participate, Opt-Out, or Deferral of Post-Continuous Appointment Review

1. OAA and the Deans office shall be responsible for creating and maintaining a list of NTT Instructional Faculty who are eligible for Post-Continuous Appointment Review.
2. OAA will send a list to the Dean's office for confirmation of eligibility no later than May 1st of each year.
3. Department Chairs, or chair equivalent, will notify each faculty member eligible for a ~~post CA review~~ Post-Continuous Appointment Review by ~~June 4~~ May 15 of the academic year prior to the year of eligibility.
4. All requests for deferral or opt-out must be approved or denied in writing by the Dean and forwarded to the faculty member and Dept. Chair/designee no later than June 15th of the academic year prior to review. The Dean's decision will be included in the Assurance of Review that is forwarded to OAA no later than the first week in March of the following academic year.

5. Requests to Opt-out

- i. Requests for Opt-out must be made by June 1st of the year a faculty member is notified and must be forwarded to the Department Chair or the Supervisor of Record, and the Dean. The Dean's decision in response to the member's request to opt out will be made by June 15th of the academic year.

- ii. ~~_____~~ Faculty who provide a letter to the Dean, with a copy to HR stating they will retire within 2 years shall be allowed to opt-out of post-~~tenure~~continuous appointment review.

6. Request to Defer

- i. Faculty may submit a written request to defer their post-continuous appointment review and opt to apply for promotional review instead. Faculty may not apply for promotion and post-continuous appointment review in the same year.
- ii. Requests for deferral must be made in writing by June ~~15~~^{1st} of the year a faculty member is notified, and must be ~~approved by~~forwarded to the Department Chair or the Supervisor of Record; and the Dean. Deferrals are for a one-year period. The Dean's decision in response to the member's request for deferral (or opting out) will be ~~made within 30 working days from submission.~~forwarded to the faculty member, department chair/designee no later than June 15th of the academic year prior to review and the Dean's decision will be included in the Assurance of Review that is forwarded to OAA no later than the first week in March of the following academic year.
- iii. Deferrals should be based on the following:
 - a. Personal circumstances such as maternity, paternity, adoption, injuries, illnesses, or other protected leave circumstances that have had an impact on the faculty member's work.
 - b. Sabbatical and when returning from special assignments on or off campus, such as professional or administrative positions.
- ~~iv. All requests for a deferral must be made in writing by the faculty member and will include an explanation of why the deferral is needed.~~
- ~~v.~~iv. If there has been no request for a deferral, the review will go forward as scheduled and follow the post-continuous appointment review timeline posted on the [OAA Deadlines for Academic Personnel Actions](#).

~~All requests for deferral or opt-out must be approved or denied in writing by the Dean and forwarded to the faculty member, department chair/designee no later than June 15th of the academic year prior (EX: Response Due 6/15/2021) to review and the Dean's decision will be included in the Assurance of Review that is forwarded to OAA no later than First Week in March of the following academic year (EX: Assurance of review Due to OAA 03/01/22).~~

(h) Post-Continuous Appointment Review Process:

-Task	Calendar Days	Due Dates
-------	---------------	-----------

OAA creates list of eligible faculty and provides to Deans and Chairs (Unit)		May 1
Eligible faculty notified		No later than May 15 prior to the academic year of eligibility
Faculty requests deferment/opt out		June 1 prior to the academic year of eligibility
Dean Approves Requests to defer/opt out and notices faculty member		June 15
Department Committee formed	Per Dept. P-&T guidelines	
Faculty submits dossier		1st Friday in October
Committee completes review of eligible faculty and submits report		End of October
Department chair completes reviews of eligible faculty and submits report	Within 10 business days from receipt of committee	2 nd Friday in November
Faculty member receives Department chair's letter and committee report	Within 10 business days of the transmittal of the committee's report	2 nd Friday in November
Faculty member requests reconsideration	Within-5 business days of receipt of recommendation	3rd week in November
Faculty member submits supporting materials <u>in support of reconsideration</u> to committee and/or Department chair. <u>Faculty member may request a meeting that must occur within 5 days of request to meet.</u>	Within 20 business days of request for reconsideration	2 nd week of December
Committee and/or Department chair responds to reconsideration request and forward all materials to the Dean		2nd week of January
Dean completes reviews of eligible faculty and submits report to faculty member, Department chair, chair of the committee	Within 10 business days of the receipt of the committee and chair reports	4th week of January
Department chair, chair of the committee, or faculty member requests reconsideration conference	Within 5 business days of receipt of Dean's letter	1 st week of February
Faculty member submits supporting materials <u>in support of a reconsideration conference</u> to Dean	Within 10 business days of request for reconsideration <u>conference</u>	3rd week of February

Dean completes review, issues report and submits to provost Provost; Dean's assurance of review due to OAA		1st week of March
Faculty member requests reconsideration conference with the Provost	Within-5 business days of the receipt of the Provost Letter	2 nd Week of March
Faculty member submits supporting materials to the Provost. Faculty member requests meeting with provost Provost (optional)	Within <u>20</u> business 20 -days of receiving Provost letter	April
Provost issues decision		4th week of April
PCAR review FIP developed and jointly agreed to by faculty member and chair Chair	Within 30 business days after Provost's post tenure review PCAR decision is issued	4th week of May
If faculty member and chair cannot agree they will meet with the Dean	Within 14 business days	2nd week of June
Final FIP with Dean, Chair and faculty member developing PDP	June 15, year of review	*June 15 June 15. <u>May be extended if necessary and approval received.</u>
*May be extended if necessary and approval received.		

1. Departmental Post-Continuous Appointment Review Committee Establishment and Authority:

- i. All recommendations for post-continuous appointment review originate with a formally established departmental committee. The department chair/designee notifies the chair of the appropriate departmental committee of those non-tenure track faculty who are eligible for post-continuous appointment review.
- ii. Faculty members will be evaluated by a committee of their peers. In a department with more than one NTT instructional faculty member, at least one NTT instructional faculty member will be on the review committee; ~~if~~ If the department does not have another NTT instructional faculty member, the department chair/designee will look outside of the department to find a NTT instructional faculty member from a similar discipline to serve on the committee. When a faculty member has been involved in interdisciplinary teaching and/or research, the committee will include a faculty representative from a mutually agreed upon second department or program.
- iii. Administration may use these procedures for Post-Continuous Appointment Review for those NTTF who hold Unclassified Exempt (UnEx) positions. No AAUP member, however, will be assigned to serve on a post-continuous

appointment review committee of an NTTF in an UnEx position who has any supervisory duties in their unit. In the UnEx post-continuous appointment review, the role of the department chair shall be filled by the immediate supervisor of the individual under review provided the immediate supervisor is not the Dean. If the immediate supervisor of the individual under review is the Dean, the Dean must designate a person to fulfill the role of the immediate supervisor (e.g. an Associate Dean).

- iv. The committee shall endeavor to reach consensus before writing its narrative report to the department chair/designee. In its narrative report, the committee shall explain its decision and provide evidence to support the decision. If the committee finds the faculty member's contributions meet the standards set forth for post-continuous appointment review, it shall document this in their narrative report. If the committee finds the faculty member's contributions do not meet standards, the report shall document the areas the committee finds do not meet the standards and provide ~~evidence~~ recommendations so that these areas shall be addressed in a Faculty Improvement Plan (FIP).
- v. Should a unanimous decision not be reached, the committee's narrative report shall include the views of the majority and the minority.
- vi. The committee's narrative report should be forwarded to the department chair/designee no later than the 2nd Friday November.

2. Responsibilities of the Department Chair/Designee:

- 2.i. The department chair/designee, must assure that the faculty member's post-continuous appointment review committee has followed department/academic unit and University post-continuous appointment review guidelines, has considered the faculty member's dossier, and that the committee's narrative report is complete and uses the proper forms. In units that do not have departments, the department chair responsibilities shall be filled by a person or persons specified in unit guidelines; potential chair designees ~~may~~ include program directors, area directors, or the faculty member's supervisor.
- ii. The department chair/designee shall write a letter affirming or challenging the committee's decision and recommendation based on the criteria in departmental post-continuous appointment review guidelines, and explain their reasons. If the department chair/designee finds the faculty member's contributions do not meet standards, the department chair/designee's letter shall document the areas they find do not meet the standards and provide ~~evidence~~ recommendations so that these areas shall be addressed in a Faculty Improvement Plan.
- iii. The department chair/designee will provide a copy of their letter ~~and~~, attach it to the committee's narrative report, and forward the entire dossier to the faculty member under review and to the chair of the committee within 10 ~~working~~ business days of the transmittal of the committee report but not later than the ~~first~~ 2nd Friday in November.

- iv. The faculty member must be given the opportunity to review their file, including the post-continuous appointment review committee's report and the department chair/designee's letter, before it is forwarded to the Dean.

The faculty member should indicate they have reviewed their file by signing the NTTF Appraisal Signature Sheet. If the faculty member disagrees with the recommendation of either the committee or the department chair/designee, they may request reconsideration of one or both recommendations.

- v. At this point in the process, the faculty member may request to meet with the committee or the department chair/designee no matter if the review is positive or negative. See section below regarding timing for meeting due to reconsideration.

3. Procedures for Reconsideration of Department Chair/Designee and/or Committee Recommendation:-

- i. If a faculty member questions the post-continuous appointment review committee's recommendation and/or the department chair/designee's recommendation, they may make a request for reconsideration of the recommendations in writing. Request(s) for reconsideration should be submitted to the department chair/designee within 5 ~~working~~business days of receiving the committee and chair/designee recommendations.
- ~~3.~~
- ii. The reconsideration(s) may be requested on the basis of procedural or substantive issues. The faculty member should prepare whatever additional material is pertinent. The supporting materials must be submitted to the department chair/designee as appropriate within 20 ~~working~~business days of the request for reconsideration. At the time of submitting materials to support reconsideration, the faculty member may request to meet with the committee and/or the department chair/designee. The meeting(s) must occur within 5 ~~working~~business days of the request to meet.
- iii. If the reconsideration is requested for the committee's decision, the department chair/designee should return the dossier along with any supporting materials submitted by the faculty member to the committee for reconsideration. The committee chair must report in writing to the faculty member and the department chair/designee the results of the committee's reconsideration. The faculty member's materials will then be forwarded to the department chair/designee for their review, and then forwarded to the faculty member.
- iv. If reconsideration is requested of the department chair/designee's decision, the department chair/designee must report in writing to the faculty member and the committee the results of their reconsideration.
- v. Should the committee and/or the department chair/designee reverse their original decisions and find the faculty member's contributions to meet standards, they shall write a report of the new decision and attach it to the top of the

original report. The faculty member will then review the entire dossier and sign the appraisal signature sheet before the department chair/designee forwards it to the Dean for their consideration.

vi. The department chair/designee must provide the Dean a statement of assurance that all eligible faculty have been reviewed, and submit to the Dean for each faculty member reviewed:

i.a. A completed appraisal signature sheet signed by the members of the post-continuous appointment review committee and the department chair/designee.

ii.b. The post-continuous appointment review committee recommendation and department chair/designee's letter.

iii.c. If reconsideration was requested, a copy of the faculty member's request, the materials submitted, and the reconsideration reviews done by the department chair/designee and/or committee.

4. Responsibility of the Dean-

4.i. The Dean shall review materials submitted by the faculty member ~~and~~, the narrative report of the post-continuous appointment review committee, and the department chair/designee report with regard to the dossier submitted by the faculty member in order to write a letter affirming or challenging the recommendation of the committee and/or the department chair/designee.

ii. If the Dean disagrees with the recommendation of the post-continuous appointment review committee and/or the department chair/designee, the Dean must explain their decision and document which criteria in the department's post-continuous appointment review guidelines were or were not being met and provide evidence to support their decision.

iii. The Dean's letter shall be delivered to the department chair/designee, the post-continuous appointment review committee chair, and the faculty member within 10 business days of receipt of the committee and chair reports or no later than the Fourth week of January.

iv. If the Dean, department chair/designee, and committee ~~finds~~find that the faculty member's contributions do not meet standards and the faculty member does not request reconsideration of the Dean's decision, a Faculty Improvement Plan will be developed based on the deficiencies identified in the review and as provided in ~~paragraph~~subsection (i) below.

5. Procedures for Reconsideration of Dean's Recommendation.

5.i. If the Dean finds that the faculty member's contributions do not meet standards and the Dean's recommendation differs from the committees and/or the

department chair/designee's; the department chair/designee, chair of the committee, and/or the faculty member may request in writing a conference for reconsideration by the Dean within 5 ~~workingbusiness~~ days of the receipt of the Dean's letter. After notifying the Dean that the faculty member requests reconsideration, the faculty member has 10 ~~workingbusiness~~ days to provide additional materials to the Dean in support of the reconsideration.

- ii. If upon reconsideration, the Dean reverses their original decision and finds the faculty member's contributions meet standards, the Dean shall so report in writing and provide a copy of their letter to the department chair/designee and faculty member.
- iii. If the Dean finds that the faculty member has met standards when the post-continuous appointment review committee's and the department chair/designee's finding disagree, the Dean shall provide a copy of their letter to the department chair/designee, committee chair, and faculty member.
- iv. The Dean's original recommendation, and the Dean's recommendation after reconsideration, shall be included in the dossier. When the Dean finds that the faculty member's contributions do not meet standards and the ~~Faculty~~faculty member requests reconsideration, the faculty member's entire dossier is then forwarded to the Provost for review.

6. Role of the Provost:

- 6.i. The Provost shall review the materials only in those cases when a faculty member is found not to have met standards and requests reconsideration of the Dean's final recommendation.
- ii. The Provost will review the decisions by the Dean, department chair/designee, and post-continuous appointment review committee to determine if the faculty member meets or does not meet standards. If the Provost finds that the faculty member does not meet standards, then they must give reasons for their decision, addressing evidence provided at earlier levels of review.
- iii. The Provost shall notify the faculty member, the department chair/designee, and the Dean in writing of their final decision.
- iv. The faculty member may request in writing a conference for reconsideration by the Provost within 5 ~~workingbusiness~~ days of the receipt of the Provost's letter, and may add additional evidence to the file within 20 ~~workingbusiness~~ days of receiving the Provost's letter. If requested, the Provost shall meet with the faculty member.
- v. The Provost's decision after reconsideration shall be forwarded to the faculty member, the department chair/designee, and the Dean. The Provost's decisions shall be included in the Post-Continuous Appointment dossier housed in the Dean's office.

7. After receipt of the Provost's final decision, a step 3 grievance may be filed by or on behalf of the faculty member, as provided in the PSU-AAUP collective bargaining agreement, or through the non-contractual grievance process, as applicable, if the faculty member believes that there has been a violation, misinterpretation, or improper application of these guidelines.
8. In the event that it is found that a faculty member does not meet standards; a Faculty Improvement Plan will be developed based on the deficiencies identified in the review and as provided in ~~paragraph~~subsection (i) below.

(i) Faculty Improvement Plan for Faculty on Continuous Appointment.

1. In the event that the faculty member does not meet standards, the faculty member and department chair/designee will meet to discuss the deficiencies identified in the review. Following the meeting, the department chair/designee will develop a Faculty Improvement Plan to address the deficiencies. If the faculty member disagrees with the improvement plan, the faculty member may appeal to the dean or the dean's designee, who shall review the plan and make the final decision regarding the contents of the plan. The Faculty Improvement Plan is to be developed before the end of the academic year in which the faculty member was found to not meet standards. If the department chair/designee and faculty member identify resources that would assist with the improvement plan, a request for access to such resources will be made to and considered by the Dean. The lack or limited availability of resources could result in modification or extension of the Faculty Improvement Plan.
2. Progress on the Faculty Improvement Plans are to be assessed and communicated on a regular basis during the subsequent academic year. At a minimum, the department chair/designee and the faculty member will meet near the beginning of the fall term following the PCAR to review the improvement plan and near the end of the fall term to review the faculty member's progress on the improvement plan. Prior to the end of fall term, the department chair/designee is to provide the faculty member with a written assessment of progress on the faculty improvement plan, which includes identification of issues that have not yet been successfully ~~remediated~~improved.
3. At any point in the process, the department chair/designee can determine that the Faculty Improvement Plan has been successfully completed, at which time the department chair/designee shall notify the faculty member and conclude the faculty improvement process.-
4. Winter term of the academic year following the start date of the Faculty Improvement Plan, the department chair/designee shall meet to review progress on the improvement plan. After the meeting, the department chair/designee is to notify the faculty member whether the improvement plan has been successfully completed.
5. When the department chair/designee decides the objectives have not been reached, the faculty member may request in writing a conference for reconsideration by the department chair/designee within 10 working days of the receipt of the chair/designee's

letter to the Dean. The faculty member may provide additional materials in writing within 10 ~~working~~business days of the request for reconsideration.

6. If the department chair/designee reverses their decision, they shall write a revised letter to the Dean. The Dean will wait to make a decision until receiving the reconsideration letter from the department chair/designee. Should a faculty member refuse to create and/or follow the Faculty Improvement Plan_(except due to circumstances that are substantially outside the faculty member's control), the faculty member shall be notified and subject to sanctions pursuant to Article 27 of this collective bargaining agreement.
7. The Faculty Improvement Plan—~~with information on how it was fulfilled,~~—must be signed within 20 ~~working~~business days of completion by the faculty member, the department chair/designee, and Dean and filed with the Provost Office. If the department chair/designee and Dean agree that the Faculty Improvement Plan has been successfully completed, the faculty member will be eligible for the post-continuous review increase that is currently in force effective September 16 the following academic year.
8. If the plan has not been successfully completed, the department chair/designee may either extend the plan for an additional academic term or provide the faculty member with notice of termination. A Faculty Improvement Plan may be extended by the department chair/designee for up to three academic terms. A notice of termination provided under this section shall be provided to the member, Dean, Provost, and the Association and shall be effective no sooner than the end of the subsequent academic term.
9. The faculty member's name will be included on the Assurance of Review filed with the Dean and Provost no later than June 15 following the completion of the Faculty Improvement Plan. The Assurance of Review will officially track the status of the Faculty Improvement Plan. When the Faculty Improvement Plan is successful, the Assurance of Review will act as notice to re-start the 5-year count for the next post-continuous appointment review, year 1 starting on September 16 of the following academic year.

Section 3. Non-Tenure Track Instructional Faculty Fixed-Term Appointments-

The University and the Association recognize that circumstances occasionally warrant the hiring of non-tenure track instructional faculty on a fixed-term appointment for a specific and limited period of time. For example, a fixed-term appointment is appropriate for visiting faculty, to fill a temporary vacancy (such as a vacancy caused by another employee being on leave or pending a search for a vacant position), when a program is newly established or expanded, when the specific funding for the position is time-limited, ~~or~~ for a specific assignment, or to fill a discrete need that is not expected to be ongoing. The letter of offer for a fixed-term instructional faculty appointment shall state the reason that warrants the fixed-term appointment. In the event that the University intends to extend a fixed-term appointment beyond three years of continuous service, the University will provide notice to the Association at least 60 days in advance of the extension. In the event that a fixed-term instructional faculty member is to be appointed to a position eligible for a continuous appointment,

the University will notify the Association and the parties agree to discuss, as necessary, ~~the appropriate probationary period and whether any time served as a fixed-term faculty member is to be credited to the probationary period~~ in accordance with the criteria and evaluation requirements stated below.

- (a) Criteria and evaluation requirements for fixed-term instructional faculty members hired after April 5, 2016 to receive service credit toward continuous appointment:

~~The parties agree that they will apply a defined set of criteria in the award of service credit to fixed-term faculty members in their appointment to a probationary continuous appointment position in accordance with Article 18, Section 3. This agreement shall apply to all faculty members hired under Article 18, Section 3 after April 5, 2016.~~

- a. Service Credit awards to fixed term faculty members will be made based on the following criteria:
 - i. Service credit shall be awarded only for time spent as an AAUP-represented fixed-term instructional faculty member at or above 0.5 FTE.
 - ii. One (1) year of service credit shall accrue to faculty members who worked 1.0 FTE at least two (2) of the three (3) terms in an academic year. No service credit will be granted for a year in which the individual faculty member was employed as a fixed-term faculty member for one (1) term.
 - iii. The maximum amount of service credit awarded will be three (3) years.
 - iv. Consistent with Faculty Senate guidelines for probationary NTTF-CA positions established in Spring 2017, it is expected that Fixed-Term faculty will be evaluated annually. If a department did not complete the evaluation in a given year, it will be assumed that the evaluation was positive.
- b. Service credit can be awarded only if the probationary continuous appointment position had an open search per the CBA Article 18.2.a, or if the department received a search waiver for the position from Office of Global Diversity and Inclusion (OGDI).
- c. Service credit can be awarded only if the department had approved revisions to their department P&T guidelines that include continuous appointment evaluation procedures, and those procedures were applied to the evaluations in question in paragraph 1, above.

Section 4. Non- Tenure Track Instructional Faculty Offer and Position Descriptions (Continuous Appointment and Fixed-Term Appointment)

- (a) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for non-tenure track instructional appointments. (See Appendices E and H.) For non-tenure track instructional appointments, 1.0 FTE will include no more than 36 course credits of assigned teaching per academic year. Assigned university/ community/ professional service and scholarly work shall not exceed ten percent

(10%) of an instructional non-tenure track faculty member's workload without a reduction in instructional load.

- (b) The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track instructional appointments will include the following information: whether the appointment is eligible for continuous appointment or fixed-term, appointment start date, appointment end date (for fixed-term appointments only), the reason warranting the fixed-term appointment (for fixed-term appointments only), FTE, annual salary rate, actual salary, teaching assignment (including, where possible, the list of courses to be taught and the location of those courses if not on the downtown University campus), whether the appointment is renewable, and any expectations for research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.
- (c) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track instructional faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 5. Non-Tenure Track Research Faculty Appointments

- (a) The University and the Association recognize that non-tenure track research faculty are, even in ~~at the~~ first year of employment, an essential and integrated part of a department's or program's staff. Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the chair.
- (b) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for non-tenure track research appointments (~~See~~ Appendix G). Assigned university/community/professional service and instructional work shall not exceed ten percent (10%) of a non-tenure track research faculty member's workload without a reduction in the research load.
- (c) The University, at its discretion, may offer non-tenure track research faculty members appointments that are appropriate based on the specifics of the position. For instance, non-tenure track research faculty members may be employed for a fixed term, for a period of time that runs the length of a particular grant, or an ongoing appointment (without a fixed end date) that is contingent on the continued availability of external funding. In all such cases, the appointment must provide the member with at least thirty (30) days of notice of early termination of ~~the~~ employment (although greater notice is encouraged when possible). ~~No member who achieved seniority status and was provided a multi-year appointment under the terms of the collective bargaining agreement in effect prior to April 4, 2016 will be provided a shorter appointment as a result of the 2016 revisions to this Article.~~

- (d) The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track research appointments will include the following information: appointment start date, appointment end dates (if any), FTE, annual salary rate, actual salary, whether the position is grant or contract funded, the potential grounds for early termination and the required period of notice of early termination (which may not be less than thirty (30) days), whether the position is non-renewable, research assignment and any expectations for additional research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.
- (e) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track research faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 6. Reviews of Non-Tenure Track Instructional and Research Faculty

- (a) The Faculty Senate is responsible for the development of guidelines governing the evaluation of non-tenure track faculty, including evaluations that occur prior to, at the time of, and following continuous appointment. Each Department/Academic Unit shall establish and maintain guidelines for review of non-tenure track instructional and research faculty bargaining unit members that are consistent with guidelines developed by the Faculty Senate. Nothing in this provision affects or alters the Association's ability to file a grievance, as provided in Article 28 that alleges a violation of such guidelines.
- (b) The guidelines must, at a minimum:
 - 1. Be in writing and be made available to members;
 - 2. Require each department to identify the committee(s) responsible for the evaluations;
 - 3. Establish job-relevant evaluation criteria and require the criteria to be in writing;
 - 4. Provide that the results of the review be in writing and provided to the member;
 - 5. Provide that the member is entitled to meet with the reviewers;
 - 6. Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review;
 - 7. Provide that the member may submit relevant materials to the reviewers;
 - 8. Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines;
 - 9. Provide that the member is to have reasonable notice of the evaluation; and

10. In a department with more than one non-tenure track faculty member, provide that at least one non-tenure track faculty member will be on the review committee.

(c) ~~(e)~~ Timing for Reviews of Non-Tenure Track Research Faculty members (NTTF-R)

1. Promotional reviews of NTTF-R members may occur twice during the academic or calendar year.
2. NTTF-R members hired on a 12-month appointment will follow the review schedule established by Office of Academic Affairs (OAA) for NTTF hired on 9-month appointments. ~~For example, a 12-month NTTF-R member who is hired April 1, 2018, will receive their first review during the 2019-20 review schedule beginning September 16, 2019.~~
3. Changes in rank and compensation related to the promotion will be effective at the beginning of the NTTF-R member's next appointment period, typically July 1 for 12-month appointments and September 16 for 9-month appointments.

(d) ~~(d)~~ Promotional and/or Continuous Appointment reviews of NTTF-I members with "mid-year" hire dates

1. 9-month NTTF-I members with a hire date later than October will be reviewed according to the schedule established by the Office of Academic Affairs, starting with the fall of their second full academic year following hire. ~~For example, a 9-month NTTF-I member who is hired on a probationary Continuous Appointment on January 1, 2018 will receive their first review in the review in the academic year 2019-20 review cycle beginning September 16, 2019.~~
2. NTTF-I members on 12-month appointments with a hire date later than October 1 will be reviewed according to the schedule established by Office of Academic Affairs, starting with the fall of their second full academic year following hire. ~~For example, 12-month NTTF-I members who are hired January 1, 2018, will receive their first review in the academic year review cycle beginning September 16, 2019~~

Section 7. The University will publish a chart including but not limited to the types of leaves, awards, grants, and appointments for which non-tenure track faculty are eligible.

Section 8. Nothing in Article 18 shall be construed as superseding Article 22 (RETRENCHMENT).