

1. Merits of the spousal candidate in relation to others of comparable rank in the academic unit;
2. The consequences of such an appointment for immediate departmental needs and long-term planning;
3. Explicit assessment of the affirmative action consequences of such appointments;

Section 5. Receiving Department

The department "receiving" the spouse must want and need an additional faculty member. A spouse will not be offered an opportunity outside of the potential hire department without the consent of the receiving department.

Section 6. Hiring Procedures

If the accommodation includes the creation of a bargaining unit faculty position, the procedure for hiring the person to fill that position must conform to all provisions of Article 11 (Initial Appointment), with the exception of Section 1 B and C (which refer to the creation of a search committee and its rules). In particular, the bargaining unit faculty of the academic unit in which the new position is created must interview the candidate and vote by secret ballot to recommend his or her appointment.

Section 7. Same-Sex Domestic Partners

In the event the United States Supreme Court's decision in *Obergefell v. Hodges* is overruled, the provisions of this Article shall apply equally to same-sex domestic partners as to spouses. In order for a candidate's same-sex domestic partner to be considered, the candidate must complete an Affirmation of Same-Sex Domestic Partnership.

ARTICLE 29 **PROFESSOR OF PRACTICE AND PROFESSOR OF INSTRUCTION:** **FULL-TIME NON-TENURE TRACK (NTT) FACULTY**

Section 1. General Considerations

Professors of Practice and Professors of Instruction are full-time non-tenure track (NTT) bargaining unit faculty members. Such faculty may expect continuing employment if they have satisfactory performance reviews and the University identifies a continuing need for their position. If the University's needs change, and subject to Article 15, such positions may be modified or eliminated only at the end of the appointment year for NTT holding Assistant rank or at the end of the fixed-term appointment of NTT at the Associate or Professor ranks. NTT faculty who will not be reappointed shall be notified pursuant to Section 5(C) of this Article.

The procedures and reasons for retrenchment under Article 15 do not apply to the procedures and reasons for termination and non-renewal under this Article 29.

Notwithstanding anything to the contrary in this Agreement, an NTT member at the rank of Associate or above who is not reappointed as a result of a change in the University's needs shall be notified as soon as possible but no later than the end of Spring Semester of the preceding academic year and receive a one-year terminal contract. During that terminal year, the University may assign the NTT member such additional duties as may be reasonable, appropriate and helpful to the University.

Section 2. Title

The title of a Professor of Practice or a Professor of Instruction will be specified in the letter of appointment/reappointment, defined by the purpose for the position for which the bargaining unit faculty member is hired/retained.

- A. *Professor of Practice* is a full-time NTT bargaining unit faculty member with practical experience in industry, business, medicine, government, law, and/or other professional fields. The primary purpose of such a position is to share real-world knowledge with students in a classroom or experiential setting in support of degree, certificate, and/or licensure programs. The title may be specific to the faculty member's expertise—such as “Professor of Clinical Practice,” “Professor of Theatrical Practice,” or “Professor of Engineering Practice.”

Such faculty will have appropriate credentials and background, but need not have a terminal degree in the discipline(s) associated with the academic unit(s) in which they are appointed.

- B. *Professor of Instruction* is a full-time NTT faculty member with credentials in an academic discipline. The primary purpose of such a position is to teach in a classroom, laboratory or other instructional setting in support of the University's degree, certificate, and/or licensure programs. The title may be specific to the faculty member's duties, such as “Professor of Clinical Instruction,” “Professor of Theatrical Instruction,” or “Professor of Engineering Instruction.”

Such faculty will have an appropriate academic degree, but need not have a terminal degree in the discipline(s) associated with the academic unit(s) in which they are appointed.

Section 3. Rank

The rank of a Professor of Practice or Professor of Instruction will be specified in the letter of appointment, and defined by the credentials, experience, and/or years of service of the faculty member.

- A. *Assistant* rank is the initial rank for NTT faculty, and is defined by credentials and experience that meet the minimum requirements for the position, and less than five years of relevant service in or outside of the University. (Example: “Assistant Professor of Practice” or “Assistant Professor of Instruction.”)
- B. *Associate* rank is the intermediate rank for NTT faculty, and is defined by credentials and experience that are greater than the minimum requirements for the position, and more than five years of relevant service in or outside of the University. (Example: “Associate Professor of Practice” or “Associate Professor of Instruction.”)
- C. *Professorial* rank is the highest rank for NTT faculty, and is defined by credentials and experience that are far superior to the minimum requirements for the position, and more than nine years of relevant service in or outside of the University. (Example: “Professor of Practice” or “Professor of Instruction.”)

Section 4. Appointment, Reappointment, and Promotion

- A. All NTT faculty initial letters of appointment or subsequent letters of reappointment will contain the specific duties assigned to them. Each faculty member’s load will be made up of one or more of the following: teaching, scholarship, and service. It is expected that the bulk of their duties will be sharing expertise with and/or teaching students. The appointment and reappointment letter shall specify the term of employment, and shall be approved by the dean, in consultation with the academic unit administrator.
 - 1. Service or administrative activities of a recurring or short-term but time-intensive nature shall receive workload credit and/or a stipend. Examples of such activities include coordinating/directing a program, serving as an academic advisor to a substantial number of students, overseeing program accreditation report writing, and overseeing curriculum review. Accordingly, no NTT faculty member shall be compelled to engage in service or administrative activities of a recurring nature or short-term but time-intensive nature without the faculty member receiving workload credit and/or a stipend.
 - 2. All NTT faculty, including those who are on a 100% teaching contract, are free to engage in service or scholarly activities on a

voluntary basis. Faculty participation in duties not described in the letter of appointment shall not in itself lead to negative merit or retention/promotion decisions.

- B. All NTT reappointments and promotions are subject to the evaluation process outlined below and contingent upon the duties specified in the current letter of appointment.
- C. Duties specified in letter of appointment may be amended within the term of employment by mutual consent of the faculty member and the academic unit chair/director. A faculty member may request and initiate such an adjustment in duties by a written request to the academic unit's chair/director. When a requested adjustment is not approved, the faculty member shall receive a written explanation as to the specific reason(s).
- D. NTT BUF members at the assistant rank shall be reappointed annually, subject to the evaluation process outlined below.

After annual performance reviews in years 2 and 3 and a performance review of years 4 through 6 that yield a satisfactory evaluation, an NTT faculty member shall be promoted to associate rank upon receiving a favorable recommendation. During years 4 through 6, the unit chair/direction will provide the faculty member with written feedback on their progress toward promotion to the associate rank. In cases of exceptional performance by an NTT at the assistant rank, the NTT member's chair or director may request that the Dean and the Provost permit the NTT faculty member to apply for promotion to associate rank in year 4.

After six (6) years, if a faculty member at assistant rank has promotional evaluations that are unsatisfactory, the member's employment shall terminate at the conclusion of the 6th year.

After six (6) years, if the faculty member's promotional evaluation is satisfactory, but is not recommended for promotion, he or she shall receive a one-year extension of the appointment term and shall be subject to the promotional evaluation procedures for that year. Upon the expiration of the one-year extended term, if the faculty member is recommended for promotion, the member shall be promoted to the associate rank. If the faculty member is not recommended for promotion, the member's employment shall terminate at the conclusion of the extended term.

- E. NTT faculty at the associate rank shall be appointed for a three (3) year fixed-term renewable appointment, with a presumption that the BUF member will be renewed unless his or her performance is unsatisfactory or the University's needs have changed. During the term of such appointments, the faculty member may be terminated only for just cause

and by means of due process pursuant to Article 14, or pursuant to Article 15. During the term of such appointments, the unit chair/director will provide the faculty member with written feedback on their progress toward promotion to the senior rank.

- F. NTT faculty at the associate rank with a satisfactory performance evaluation and a recommendation for promotion shall be promoted to professorial rank. NTT faculty at the associate rank with a “satisfactory” performance evaluation but who are not recommended for promotion shall be reappointed to another three (3) year term at the associate rank unless the University’s needs have changed.
- G. NTT faculty members at the professorial rank shall be appointed for a five (5) year fixed-term and reappointed for successive five (5) year terms unless his or her performance has been previously documented to be unsatisfactory or the position is being eliminated because it is no longer needed. During the term of such appointments, the faculty member may be terminated only for just cause and by means of due process pursuant to Article 14, or pursuant to Article 15. During the term of such appointments, the academic unit administrator shall annually provide the faculty member with written feedback on their performance in memorandum form distinct from the annual merit evaluation. The faculty member shall have the opportunity to respond to all written feedback.
- H. If an NTT faculty of professorial rank has been documented by the academic unit administrator as having unsatisfactory performance as prescribed above, the academic unit administrator shall initiate an evaluation by the appropriate NTT Evaluation Committee during the Spring Semester of the final year of the five (5) year term. This evaluation shall be conducted in accordance with the procedures prescribed in Article 29, Section 5.
- I. Continued reappointment of NTT faculty for longer than six (6) years shall not constitute de facto tenure.

Section 5. Reappointment and Promotion Process

- A. Except as otherwise provided in this Article, all academic units shall follow the procedures for reappointment and promotion in Article 13, Section 6(B)-(F) and adhere to the timelines set forth below when conducting a performance evaluation, or considering a reappointment or promotion application.

B. Process for Promotion

1. An application for promotion to associate or professorial ranks shall be submitted by the NTT faculty member to the academic unit NTT Evaluation Committee, in accordance with the procedures of that committee.
2. The NTT Evaluation Committee shall submit its recommendation to the academic unit chair/director. The committee's recommendation may be "unsatisfactory," "satisfactory" or "superior" performance. At appropriate times, the recommendation shall also include "not recommended for promotion," or "recommended for promotion."
3. The NTT Evaluation Committee's recommendation shall include commentary on the faculty member's performance, including suggestions for achieving promotion (if appropriate). The committee's recommendation shall be provided to the faculty member.
4. The NTT Evaluation Committee shall submit to the academic unit chair/director its favorable or unfavorable recommendation.
5. The academic unit chair/director shall consider the NTT Evaluation Committee's recommendation as well as his or her own evaluations and make a recommendation to the dean regarding promotion.

The dean shall independently review the recommendations and make his or her own recommendation regarding promotion to the Provost, who shall have the final determination in his or her sole discretion regarding reappointment/promotion subject to formal Board approval.

6. At all levels of review, a written copy of the recommendation shall be distributed to the candidate and all prior reviewing entities.

C. Schedule of Reappointment and Promotion

Date(s)	Action required
By March 15	Academic unit chairs/directors hold organizational meetings to elect chairs of the NTT Evaluation committees
By April 1	Academic unit chairs/directors send letters of notification to candidates
By April 15	Candidates send letters of intent to academic unit chairs/directors
Friday of week two (2) of fall semester	Candidates submit full applications

Friday of week six (6) of fall semester	Committees send recommendations to candidate, academic unit chairs/directors
Friday of week eight (8) of fall semester	Academic unit chairs/directors send recommendations to candidates and deans
Friday of week sixteen (16) of the fall semester	Deans forward negative recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week two (2) of spring semester	Deans forward positive recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week five (5) of spring semester	Provost forwards negative recommendations to candidates, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
First (1 st) Wednesday in April, usually	Provost forwards positive recommendations to the President and the Board, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
Fourth (4 th) Wednesday in April, usually	Board votes on recommendations

- D. In the event that the deadline for completion of a step cannot be met, a request for extension and supporting rationale shall be forwarded to the academic unit chair/director, dean, or Provost prior to said deadline. The request and rationale shall be included in the candidate's file.
1. The academic unit chair/director, dean, or Provost shall accept or reject the request for extension within one (1) week of its receipt. Rationale for the decision shall be included in the candidate's file.
 2. Extension of the deadline at any level does not automatically extend future deadlines.
- E. The criteria to be considered for evaluation for reappointment and promotion are found in the letters of appointment/reappointment and as those described in Article 13, Section 3(b) for tenure track faculty, if relevant. If an Assistant Professor of Instruction or an Assistant Professor of Practice is not required to engage in research activities, those criteria will not apply. Professional activities submitted by the faculty member shall be considered in the evaluation, including the achievement of additional credentials, such as a relevant terminal degree.
- F. By majority vote of the bargaining unit faculty, academic units that have non-tenure track faculty members shall adopt formal guidelines for evaluation and promotion of non-tenure-track faculty in accordance with the schedule

for approval and revisions of RTP guidelines prescribed in Article 13, Section 6(A)(3). The specific duties of each NTT faculty member are to be identified in each appointment letter and may differ among faculty members and from year to year according to the needs of the academic unit. The duties specified in current the letter of appointment form the basis for evaluation of NTT faculty.

- G. In each department or school, all NTT faculty of a higher rank and all tenured faculty shall constitute the NTT Evaluation Committee. For academic units with fewer than three (3) NTT faculty of a higher rank and tenured faculty, faculty from outside the academic unit shall be added so that the committee has three (3) members. The process used to identify these outside members is the same as is used in the RTP process, Article 13, in accordance with the same college rules. These outside members may be NTT faculty of higher rank or tenured faculty. The academic unit chair/director shall call an organizational meeting where the committee shall elect a chair from its members.
- H. The candidate's file shall include evidence of teaching performance, as described in Article 13, Section 3(B.1.e. and f., and shall include evidence of service and scholarly achievement if such duties are listed in the current letter of appointment.
- I. There is no external review process for reappointment or promotion of NTT faculty.

Section 6. Extending the Promotion Clock

In the event that an NTT bargaining unit faculty member either:

- (i) has a serious illness or disability, or is the primary caregiver or co-caregiver (requiring a minimum of 20 hours of care per week) of a newborn, newly adopted child or newly placed foster child, or immediate family member (as defined in Article 17, Section A.1.c.) who has a serious illness or disability; or
- (ii) is called to active military duty;

for eight (8) weeks or more, the affected faculty member may promptly (within the earlier of six (6) months from the beginning of the leave or sixty (60) calendar days after returning to work) request and upon such request shall automatically be granted a one (1) year extension of the probationary period. The faculty member's request need only provide the basic facts and documentation to establish that one of the above events occurred and when it occurred. Any such leave must occur prior to submitting the letter of intent for promotion to the associate rank.

In any other cases where there are clearly documented extenuating circumstances, the period prior to seeking a promotion to the associate rank may be extended by one (1) year provided that the request is initiated by the candidate, recommended by the academic unit chair/director and dean, and approved by the Provost.

Section 7. Credit For Past Service

Former part-time instructors and visiting faculty with teaching experience at the University who have been hired into full-time NTT service shall be credited with equivalent full-time years of service at the rate of twenty-four (24) credit hours per year. This credit shall be used only for scheduling the performance evaluations. For example, an individual with fifty (50) credit hours of teaching experience hired as Assistant professor NTT shall be credited with two years of experience and shall undergo the second initial performance review in their first (1st) year of full-time service. Similarly, an individual with only twenty-three (23) credit hours of teaching experience is not credited with any prior experience.

Section 8. Nothing in this Agreement shall create either special advantage for or detriment to faculty in applying for appointment to available tenure-track positions for which they are qualified. All NTT faculty may apply and compete for such opportunities as they become available on the same basis as all other qualified candidates from within or outside the University, and without jeopardy to the appointment he/she currently holds.

Similarly, nothing in this Agreement shall either guarantee, or preclude the University from offering, a tenure-track appointment to an NTT faculty member during the term of his/her appointment, consistent with the fulfillment of the criteria, procedures and policies for making appointments to such positions.

Section 9. NTT faculty shall have the same bases of appeal – procedural error or inadequate consideration — as are set forth in Section 9 of Article 13. In addition, nonrenewal due to changes in the University's needs must be demonstrated and is subject to the appeal process.

ARTICLE 30 **BRANCH CAMPUSES**

Section 1. Faculty

Branch campus bargaining unit faculty, as members of the University bargaining unit, shall be held to all rules and regulations and afforded all benefits, applicable to all other colleges, as defined in this Agreement.

Section 2. Parking

Branch campus bargaining unit faculty will not be required to pay for parking permits.