

## ARTICLE 6 APPOINTMENTS

### 6.1 Faculty Appointments and the Academic Year

**6.1.1** The Academic Year of the University runs from August 15 through August 14 and includes three (3) academic semesters: Fall, Spring, and Summer. In general, Faculty Members are employed for 12 months each Academic Year; however, their appointments are typically defined either as Two-Semester or 12-Month. Faculty Members with Two-Semester appointments accrue their annual base salary over two (2) of the academic semesters but are paid in monthly increments across the twelve months of the year. Faculty Members with 12-Month appointments have duties that extend, and base-salary earnings that accrue, across all months of the year.

### 6.1.2 Two-Semester Appointments

**6.1.2.1 Primary Semesters.** A Faculty Member with a Two-Semester appointment performs most of his/her normal teaching and service duties as well as some professional activity during two semesters ("Primary Semesters") of the Academic Year. A Faculty Member with a Two-Semester appointment typically has the opportunity to use the other months of the year for research, scholarship, creative activity, and/or other forms of professional development. Throughout both the Primary and Secondary Semesters, Faculty Members should review and, where necessary, respond in a reasonably timely manner to all University-related communications. For reasonably brief periods before, after, and between the Primary Semesters, a Faculty Member may be expected to attend meetings, participate in governance, prepare materials for teaching, advise students, evaluate student work, and engage in other activities ancillary to or in support of his/her responsibilities during his/her Primary Semesters. Such activities are not subject to additional compensation. A Faculty

Member with a Two-Semester appointment may receive additional compensation, from internal or external sources, for teaching, consulting, grant-supported research, or other activities during his/her Secondary Semester as prescribed and permitted elsewhere in this Agreement and/or in the Rules of the University.

**6.1.2.2 Secondary Semesters.** For Faculty Members holding Two-Semester appointments, the initial appointment letter shall specify which of the Academic Year's three semesters will normally be his/her Secondary Semester; that is, the term during which he/she typically has limited on-campus duties. The Secondary Semester may be Fall, Spring, or Summer. If the original appointment letter does not, or did not, specify the Secondary Semester, the Primary Semesters of the Faculty Member shall be Fall and Spring except as voluntarily changed below.

**6.1.2.3 Changes to Secondary Semesters.** An Academic Unit Head may temporarily change a Faculty Member's Secondary Semester in a single year to meet unit or other needs only with the concurrence of the Faculty Member; in such cases, the Faculty Member shall not receive additional compensation.

A Faculty Member may propose a change of his/her Secondary Semester in an upcoming year by notifying his/her Academic Unit Head by January 1 preceding the Academic Year prior to the proposed change. The Academic Unit Head will make a recommendation and the Dean will decide whether to accept the proposed change based on departmental and college needs. The Faculty Member will be notified of the decision no later than February 15.

Nothing herein shall be construed to prohibit a Head and Faculty Member from agreeing to redistribute some duties, such as teaching a

course, from a Primary Semester to a Secondary Semester without additional compensation. Nothing herein shall constrain an existing initial appointment letter from being amended, upon agreement of the Dean and the Faculty Member, with regard to the specific Secondary Semesters. However, in no instance shall more than 30% of the Faculty Members of an academic unit have Summer Semester as one of their Primary Semesters.

- 6.1.3 Twelve-Month Appointments.** Faculty Members holding 12-Month appointments have no Secondary Semesters. As provided for elsewhere in this Agreement, Faculty Members with 12-Month appointments accrue vacation against which time off will be charged.
- 6.1.4 Appointments Based on Quarters.** Existing faculty appointments that describe a Faculty Member as having annual duties consisting of “three quarters” or “9 months” shall be interpreted under the semester system to mean that the Faculty Member has a Two-Semester appointment. Existing faculty appointments that describe a Faculty Member as having annual duties consisting of “four quarters” or “12 months” shall be interpreted under the semester system to mean that the Faculty Member has a 12-Month appointment.
- 6.1.5** A Faculty Member who accepts an appointment elsewhere shall promptly give notice to the Dean. If the resignation is effective at the end of the academic year, notice should be given no later than May 1. The Dean may waive this requirement for emergencies, and the Faculty Member should conform to that decision. A Librarian should give written notice at least thirty (30) days prior to leaving the employ of the University. This paragraph shall not apply to a Faculty Member who has received notice of termination pursuant to Article 28 or Article 29 of this Agreement.

## **6.2 Initial Appointment of Faculty**

- 6.2.1** The title advertised and assigned to a Faculty position must match the duties and responsibilities to be performed as

specified in the detailed description of that position.

- 6.2.2** The appointment of a Faculty Member to an Academic Unit shall normally be based on a recommendation initiated within and approved by the Faculty of that Academic Unit using procedures developed within the Academic Unit. In unusual circumstances, the Dean may initiate an appointment after explanation to and consultation with the Academic Unit Faculty and allowing them the opportunity to consider other candidates. Any person without Faculty status at an administrative level of Assistant Dean or higher may be subsequently appointed to Faculty status upon the approval of the Faculty of the Academic Unit.
- 6.2.3** When the Dean and the Academic Unit cannot agree on an appointment recommendation, the Provost, at the request of the Dean or the Academic Unit and after consultation with the Academic Unit, shall name a committee to resolve the dispute. The committee shall consist of one (1) Faculty Member elected from the Academic Unit involved, one (1) Faculty Member from a related discipline, selected by the Academic Unit Faculty involved, one (1) Faculty Member from a related discipline, selected by the Provost, and two (2) persons of recognized stature in the discipline of the Academic Unit involved, selected by the Provost after consultation with the unit.
- 6.2.4** Appointments to more than one Academic Unit shall be accompanied by a memorandum of understanding between all Academic Units concerned that will at a minimum (1) identify the primary unit for reappointment, promotion, and tenure (“RPT”) and annual performance review (“APR”) purposes, (2) indicate that APRs will be conducted by the Academic Unit Head of the primary unit with written input from the Academic Unit Head(s) of the secondary unit(s), (3) indicate that the Academic Unit RPT Committee will be from the primary unit (and that the College RPT Committee will be from the primary unit’s home college, if applicable), and (4) will allow for the inclusion of an ex-officio member from the secondary unit(s) on the primary unit’s RPT Committee.

- 6.2.5** Faculty appointments normally start at the beginning of the Academic Year (August 15). An appointment made between August 15 and December 31 shall be considered for academic leave and tenure purposes as commencing on August 15 of that year; an appointment made on or after January 1 shall be considered for these purposes as commencing on the following August 15.
- 6.2.6** Should a tenure-track position be created or become vacant that is subject to a full search, any non-tenure track Faculty Member currently employed at the University who applies and meets the qualifications will, except for special circumstances, be granted an interview.
- 6.2.7** No Academic Unit shall hire a new Faculty Member into a position for which the Academic Unit's RPT Criteria fail to provide criteria for promotion and/or tenure. This is particularly applicable to joint appointments (where the criteria must take into account the multi-disciplinary nature of the joint appointee's work) and to appointments without tenure at the ranks of Professor, Associate Professor, Senior Librarian, and Associate Senior Librarian.

### **6.3 Tenure-track Faculty Titles**

- 6.3.1** All tenure-track Faculty appointments shall be identified by one of the following titles: Professor, Associate Professor, Assistant Professor, or Instructor; and for Library Faculty: Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, or Beginning Librarian.

  - 6.3.1.1** Professors shall be appointed with tenure, unless otherwise stipulated at the time of appointment. Professors may, under special circumstances, be initially appointed for a term of three years without tenure. The continued employment of a Professor beyond an initial three-year term shall occur only if tenure has been granted prior to or at the expiration of that term.
  - 6.3.1.2** Associate Professors shall be appointed with tenure, unless otherwise stipulated at the time of appointment. Associate Professors may, under

special circumstances, initially be appointed for a term of three years without tenure and are eligible for reappointment to either a two or three-year term, during the penultimate year of which he/she would normally apply for tenure. The continued employment of an Associate Professor beyond a two or three-year reappointment shall occur only if tenure has been granted prior to or at the expiration of that term, except in the College of Medicine (see Article 6.3.1.10). Individuals promoted to Associate Professor prior to tenure review may be reappointed to a term of appropriate length to complete the full seven (7) year probationary period, except in the College of Medicine (see Article 6.3.1.10).

- 6.3.1.3** Assistant Professors initially shall be appointed for a term of two or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years, except in the College of Medicine (see Article 6.3.1.10). Except for special circumstances, persons initially appointed as Assistant Professor shall not be eligible for tenure at that rank. Persons initially appointed as Instructors may be eligible for tenure at the rank of Assistant Professor.
- 6.3.1.4** Instructors shall be appointed for a term of one or two years and may be reappointed for a maximum of seven years. No person may gain tenure at the rank of Instructor.
- 6.3.1.5** Senior Librarians initially shall be appointed with tenure unless otherwise stipulated at the time of appointment. Senior Librarians may, under special circumstances, be initially appointed for a term of three years without tenure. The continued employment of a Senior Librarian beyond an initial three-year term shall occur only if tenure has been granted prior to or at the expiration of the term.

- 6.3.1.6** Associate Senior Librarians shall be appointed with tenure, unless otherwise stipulated at the time of appointment. Associate Senior Librarians may, under special circumstances, initially be appointed for a term of three years without tenure and are eligible for reappointment to either a two or three-year term during the penultimate year of which he/she would normally apply for tenure. The continued employment of an Associate Senior Librarian beyond a two or three-year reappointment shall occur only if tenure has been granted prior to or at the expiration of that term. Promotions to the rank of Associate Senior Librarian or Senior Librarian shall be accompanied by a grant of tenure.
- 6.3.1.7** Associate Librarians initially shall be appointed for a term of either two or three years and may be reappointed for additional terms of two or three years. Service beyond seven years shall occur only if tenure has been granted prior to or at the expiration of the last reappointment.
- 6.3.1.8** Assistant Librarians initially shall be appointed for a term of either one, two, or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years of probationary service. No person may gain tenure at the rank of Assistant Librarian.
- 6.3.1.9** Beginning Librarians initially shall be appointed for a term of one, two, or three years and may be reappointed for additional one or two-year terms for a maximum of four years. No person may gain tenure at the rank of Beginning Librarian. Time spent as a Beginning Librarian shall be counted as part of the probationary period of service leading to tenure.
- 6.3.1.10** **Probationary Period in the College of Medicine.** In the College of Medicine, Faculty Members shall have an option to request an extension of the probationary period by two (2)

years (see Article 7.5.10).

**6.3.2 Letter of Appointment.** The initial letter of appointment will include the following:

- (a) That the offer is contingent on satisfactory completion of all applicable background checks;
- (b) The effective date of employment and period of initial appointment;
- (c) The rank and title at which employed;
- (d) Salary and the date of the first monthly paycheck;
- (e) A statement that the terms of employment, including standards for reappointment, tenure and promotion, where applicable, are subject to Academic Unit, College and University policies, and this Agreement;
- (f) A statement that the position is one represented by the AAUP and covered by this Agreement, with a weblink to the Collective Bargaining Agreement;
- (g) A statement of whether or not the appointment is with tenure and/or whether or not it is tenure-eligible, and the expected timeline for the first application for reappointment (where applicable);
- (h) A statement that the individual should attend the New Faculty Orientation, as well as any required college and Academic Unit events;
- (i) A statement indicating trainings which may be mandatory;
- (j) Where applicable, the memorandum of understanding for joint appointees explained in Article 6.2.4; and
- (k) Where applicable, the requirements for obtaining visa status.

The letter shall not set forth any terms or conditions which are contrary to the rights and obligations established by this Agreement. Appointments may also be made with tenure, provided that the award of tenure is approved by the applicable Academic Unit, Dean, Provost, and Board of Trustees. Unless the letter provides otherwise, teaching assignments, commitments of travel and research and other non-salary funds, courtesy titles, administrative titles, and other terms of the letter that are supplementary, shall be construed as binding only for the term of the initial

appointment referenced in the letter, or, in the case of initial appointments that include tenure, for a period of three years.

No credit for previous years of service may be granted toward the probationary period without the prior written approval of the Dean and the Provost as specified in the appointment letter. Such credit, if granted, is irrevocable. For all appointments, the probationary period for continuous full-time service shall not exceed seven years, except in the College of Medicine (see Article 6.3.1.10) or if it has been extended under other provisions of this Agreement.

**6.3.3** Librarians may apply in writing for a ten (10) month appointment (two (2) months leave without pay) by February 1 of the preceding academic year. The Dean shall render a decision by May 1.

**6.3.4** There shall be no tenure quotas in any college or Academic Unit or in the University as a whole.

**6.4 Termination of a Faculty Member.** After probation, a tenure-track Faculty Member must be terminated or granted tenure. Tenure is achieved only by grant of the Board and only in accordance with Article 7. Termination of an appointment with tenure, or of a probationary or non-tenure track appointment before the end of the specified term shall occur only for adequate cause (see Article 9), retirement, resignation, financial exigency declared by the Board (see Article 28) or elimination of a program, Academic Unit, college, or library (see Article 29).

## **6.5 Non-tenure track Faculty Titles**

**6.5.1** Letter of Appointment. The initial letter of appointment for non-tenure track Faculty Members will include the same information as required in 6.3.2 (a)-(k).

**6.5.2** Non-tenure track Faculty titles are titles in the Adjunct, Clinical, Educator, Field Service, Practice, and Research series. Faculty Members with non-tenure track titles do not have the right to request a review for tenure.

**6.5.3** Persons appointed by the University in connection with special grants or for other projects limited in time may only receive non-tenure track titles.

**6.5.4** This Article does not restrict the right of the Board to grant tenure to any person with a non-tenure track appointment whose value to the University merits that action.

**6.5.5** Faculty Members with a non-tenure track title may be granted appointments and reappointments for periods ranging from one (1) to seven (7) years each.

**6.6 Initial Appointment of Library Faculty.** Except as specified below, initial appointment of Library Faculty shall follow the guidelines for initial appointment of Faculty prescribed in Article 6.2.

**6.6.1** Job descriptions for each new position within the library jurisdiction shall be drafted by the Dean and sent to the Librarians' RPT Committee. The Committee will review and comment on the job description and recommend the rank or ranks at which the position will be recruited.

**6.6.2** Search committees shall consist of the following: the immediate supervisor of the position to be filled and two Librarians, whenever possible elected by the Librarians of the appropriate library jurisdiction using procedures developed by the Librarians of the library jurisdiction. Whenever a library jurisdiction has fewer than the requisite number of Librarians to serve on a search committee, unfilled positions on the search committee shall be filled through an election of Librarians in the Bargaining Unit according to procedures developed by Librarians in the Bargaining Unit.

**6.6.2.1** In those instances in which the position to be filled reports directly to a Dean, the Dean may designate another person to serve on the search committee in the place of him/her.

**6.6.2.2** When appropriate, up to three (3) individuals in the University community, one or more of whom may be a member of the library support staff, may be appointed by the Dean to serve on the search

committee.

**6.6.2.3** Search committees shall elect their own chairs.

**6.6.3** Normally, initial appointments of Librarians are at the Beginning Librarian, Assistant Librarian, or Associate Librarian rank. The rank of initial appointment shall be based upon the established criteria and depend upon the experience and qualifications of the individual and the nature of the position being filled.

**6.6.4** Assignment of a Librarian to a rank shall be based upon the tasks, responsibilities, and qualification requirements of the position held, and the experience, professional development, and scholarly and service achievements of the Librarian.

**6.7 Changes in a Librarian's Job Description.** When considering changes in a Librarian's job description, the Dean will continue the practice of consulting the incumbent in a position and all other appropriate supervisors. Consultation will address workload and additional compensation where appropriate. Consultation means participation at least 30 days prior to the decision being made and will include a meeting between the Librarian and the supervisor, and with the Dean if requested. Any change in the Librarian's job description must be in keeping with Librarian responsibilities as specified in the Librarians' RPT document, unless otherwise agreed between the Librarian and the Dean, and should take into account the Librarian's training and expertise.

## **ARTICLE 7**

### **REAPPOINTMENT, PROMOTION, AND TENURE ("RPT")**

#### **7.1 Authority to Grant Reappointment, Promotion and Tenure**

The granting of tenure or promotion to the rank of Professor shall be determined by the Board upon recommendation of the Provost after the recommendations set forth in this Agreement have been made. Except in the case of expedited reappointments as described in Article 7.5.16, all other promotions and reappointment decisions shall be made by the Provost after the recommendations set forth in this Agreement have been made.