

## ARTICLE 9

### *Faculty Status: Appointment, Evaluation, Promotion, Tenure, and Termination*

#### 9.1 Faculty Appointment

There shall be three (3) categories of appointment applicable to UNAC bargaining unit members: appointment with tenure, tenure track appointment, and non-tenure track term appointment. The appointment of UNAC bargaining unit members to these categories shall be at the sole discretion of the University. The initial appointment of UNAC bargaining unit members to one (1) of these categories shall not be subject to the dispute resolution processes provided in this Agreement.

##### 9.1.1 Appointment with Tenure

Tenure denotes the status of holding a nine (9)-month appointment on a continuing basis. Such appointments shall be renewed annually unless terminated as provided by the terms of this Agreement.

A tenured appointment may be made at less than one hundred (100) percent, but no less than fifty-one (51) percent, of full-time equivalent (FTE) status. Any increase in the UNAC bargaining unit member's percent of FTE status from that held at the time the UNAC bargaining unit member was appointed with tenure shall be made only upon consent of the UNAC bargaining unit member with recommendation through the tenure evaluation process and approval of the chancellor. Any decrease in the UNAC bargaining unit member's percent of FTE status from that held at the time the UNAC bargaining unit member was appointed with tenure shall be made with the consent of the UNAC bargaining unit member and the approval of the chancellor.

The titles of associate professor and professor shall be used to denote the rank held by tenured UNAC bargaining unit members.

##### 9.1.2 Tenure Track Appointment

A tenure track appointment is one that leads to eligibility for consideration for appointment with tenure. Time spent in a tenure track appointment in the academic unit within which tenure is sought shall count toward the time for mandatory review for tenure. Notification of the year of mandatory review shall be made in the initial appointment letter. Non-retention of a tenure track appointment shall be made in accordance with the notification time periods required by this Agreement.

A tenure track appointment may be made at less than one hundred (100) percent, but no less than fifty-one (51) percent, of full-time equivalent (FTE) status.

The titles of assistant professor, associate professor, and professor shall be used to denote rank of tenure track UNAC bargaining unit members.

### 9.1.3 Non-tenure Track ~~Term~~ Appointment

A non-tenure track ~~term~~ appointment may be made at less than **one hundred (100)** percent, but no less than **fifty-one (51)** percent, of FTE status, for a specific length of time. Performance expectations shall be specified by individual appointment letters and workload.

A non-tenure track ~~term~~ appointment shall not lead to consideration for tenure. Except as otherwise agreed between the **UNAC bargaining unit** member and the hiring authority in writing at the time of hire into a tenure track position, time spent in a non-tenure track ~~term~~ appointment shall not count in the calculation of the time for promotion or mandatory review for tenure in any subsequent tenure track appointment in the University of Alaska.

Non-tenure track ~~term~~ appointments may be made for a period up to but no longer than five (5) years. **After three (3) years of continuous service, non-tenure track bargaining unit members, if reappointed, will receive a renewable two (2) year contract. After five (5) years of continuous service, non-tenure track bargaining unit members, if reappointed, will receive a renewable three (3) year contract.** Non-tenure track ~~term~~ appointments shall expire at the end of the specified period of appointment, unless renewed or provided notice in accordance with Article 9.4.2. ~~In addition to provisions for termination provided in this Agreement, a non-tenure track term appointment may be terminated early if the terms of the performance assignment are not fulfilled, if the duration of the funded activity has expired, or if the program has been discontinued or reduced.~~ Because non-tenure track ~~term~~ appointments are expected to end at the completion date of the ~~assignment~~ **contract**, non-tenure track **UNAC bargaining unit** members may not challenge a decision not to reappoint them.

The titles of instructor, lecturer, assistant professor, associate professor, and professor may be used to denote rank of non-tenure track **UNAC bargaining unit** members. In addition, qualified titles of rank, as specified below, may be used.

The titles of research assistant professor, research associate professor, or research professor shall be used to denote rank of non-tenure track **UNAC bargaining unit** members conducting research as a primary assignment and supported primarily by research funds.

The titles of clinical lecturer, clinical instructor, clinical assistant professor, clinical associate professor, or clinical professor shall be used for **UNAC bargaining unit** members who are also practitioners in health care delivery professions or in other professions to which such titles would be applicable.

### 9.1.4 Appointment Duration

A **UNAC bargaining unit** member's base appointment shall be for the academic year (nine (9) months) as determined by the campus or for an alternative nine (9)-month period. A nine (9)-month appointment may be extended by up to three (3) months at the discretion of the University. Such an extension may be included in the base assignment

letter, but in any event an extension does not modify the tenured or tenure-track base appointment period of nine (9) months.

#### 9.1.5 Method of Appointment

All appointments other than those of Distinguished and University Professor shall be made by the chancellor or the chancellor's designee, under the appointment authority of the president of the University of Alaska.

#### 9.1.6 Appointments of Distinction

Tenured appointments as Distinguished Teaching Professor, Distinguished Research Professor, Distinguished Service Professor, or University Professor may be given by action of the Board of Regents on recommendation of the appropriate academic unit peer review committee and concurrence of the chancellor and the president.

Appointment as Distinguished Visiting Professor shall be made by the chancellor, following consideration of recommendations of the appropriate academic unit peer review committee. Such appointment shall be reported to the president and shall be a non-tenure track appointment for a period of time not to exceed three (3) years. These appointments may be renewed, following consideration of recommendations of the appropriate academic unit peer review committee.

#### 9.1.7 Professional and Ethical Standards

UNAC Bargaining unit members have a responsibility to maintain high standards of professional and ethical performance and conduct.

### 9.2 Evaluation

UNAC Bargaining unit members shall be evaluated regularly and in writing in accordance with this Agreement. Such evaluation shall be the responsibility of the chancellor or the chancellor's designee.

Evaluations shall appraise the extent to which each UNAC bargaining unit member has met the workload assignment and professional responsibilities as identified in Article 13, the extent to which the UNAC bargaining unit member's professional growth and development has proceeded, and the prospects for the UNAC bargaining unit member's continued professional growth and development. Evaluations shall also identify changes, if any, in emphasis required for promotion, tenure, and continued professional growth and may result in the initiation of processes to improve performance. MAU rules and procedures shall identify processes available to assist UNAC bargaining unit members in the improvement of performance.

All reviewers have an ethical responsibility to maintain the confidentiality of evaluation materials. Breaches of confidentiality by a UNAC bargaining unit member will be subject to disciplinary action as outlined in Article 11. Breaches of confidentiality by

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other university personnel will be subject to the grievance procedure as outlined in Article 7.

The nonprocedural aspects of the evaluation of UNAC bargaining unit members shall be considered substantive academic judgments.

### 9.2.1 Annual Activity Report/Review

UNAC Bargaining unit members subject to review will follow processes and procedures for file preparation as outlined in this ~~a~~Article and MAU-specific guidelines.

Evaluation of UNAC bargaining unit members shall be conducted annually by the dean, director or designee. The UNAC bargaining unit member shall submit, by September 12 a current CV and Annual Activity Report including a brief self-evaluation narrative unless the UNAC bargaining unit member is undergoing a fourth-year comprehensive review, tenure review, promotion review, or post tenure review. The UNAC bargaining unit member may submit additional documentation at ~~his or her~~ their discretion. The dean, director, or designee may consider additional information contained within the UNAC bargaining unit member's academic record file and other files as defined in Article 12.2.

The dean, director, or designee of the respective academic unit(s) will provide by January 15 a brief written statement regarding whether the UNAC bargaining unit member's performance was satisfactory or unsatisfactory unless the UNAC bargaining unit member is receiving a fourth-year comprehensive review, tenure review, promotion review, or post tenure review.

### 9.2.2 Evaluation of Tenure Track UNAC Bargaining Unit Members for Progression Towards Tenure

#### a. Annual Review

Tenure track UNAC bargaining unit members will undergo review following the procedures and timelines in Article 9.2.1 to assess progress toward tenure and retention.

#### b. Fourth-Year Comprehensive Review

During the fourth year of a tenure-track appointment the UNAC bargaining unit member shall receive a comprehensive and diagnostic review by the appropriate academic unit peer review committees and administrators in accordance with the procedures for evaluation provided in this ~~a~~Article. The purpose of the comprehensive review is to assess progress toward tenure and promotion. The review will proceed to the provost; it may proceed to the chancellor at the written request of the UNAC bargaining unit member. A UNAC bargaining unit member who commences a fourth-year review may not convert to a tenure or promotion review. If a UNAC bargaining unit member chooses to stand for promotion and tenure during the fourth year review period, the UNAC bargaining unit member may not withdraw the file from consideration at any step in the process. If the decision of the chancellor is to deny tenure, the UNAC bargaining unit

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member may continue to serve as a tenure track unit member but may not stand again for tenure and promotion prior to the mandatory year of review.

The UNAC bargaining unit member shall submit a file including the following documents:

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;
4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
5. Evidence of teaching effectiveness for the years under review, where applicable, which may include student feedback and other evidence, as defined by appropriate MAU criteria;
6. Summarized teaching evaluations for the years under review, where applicable and student evaluations only as required in MAU or unit criteria;
7. Self-evaluation that summarizes the UNAC bargaining unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self- evaluation shall include a summary of progress made to address those areas;
9. Other materials as specified in academic unit peer and MAU criteria;
10. Other materials at the discretion of the UNAC bargaining unit member.

### 9.2.3 Evaluation of Tenure Track and Tenured UNAC Bargaining Unit Members for Promotion

#### a. Evaluation Process

Tenure track and tenured UNAC bargaining unit members shall be evaluated for promotion according to the procedures provided in this article. After considering the recommendations of the appropriate academic unit peer review committees, appropriate administrators, and other relevant sources, the chancellor may promote qualified UNAC bargaining unit members when promotion would be consistent with institutional need, mission, and resources.

The UNAC bargaining unit member shall submit a file including the following documents:

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1. Current CV;
  2. Annual workload assignments for the period under review;
  3. A cumulative activity report for the period under review;
  4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
  5. Evidence of teaching effectiveness for the years under review, where applicable, **which may include student feedback and other evidence**, as defined by appropriate MAU criteria;
  6. Summarized teaching evaluations for the years under review, ~~where applicable~~ **and student evaluations only as required in MAU or unit criteria**;
  7. Self-evaluation that summarizes the **UNAC bargaining unit** member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
  8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas.
  9. External review letters **only if required in MAU or unit criteria**;
  10. Other materials as specified in academic unit peer review and MAU criteria;
  11. Other materials at the discretion of the **UNAC bargaining unit** member.
- b. Denial of Promotion
- If the decision of the chancellor is to deny promotion, the **UNAC bargaining unit** member shall retain current academic rank. A **UNAC bargaining unit** member denied promotion to the rank of professor may not reapply for promotion for at least one year from the date of the chancellor's decision.
- c. Withdrawal of Promotion File
- A **UNAC bargaining unit** member may withdraw the file from consideration at any step in the process prior to review by the chancellor except in cases where the unit member otherwise would have been required to undergo a fourth-year comprehensive review or a mandatory review for tenure. If a **UNAC bargaining unit** withdraws their file prior to the ~~Dean/Director or Designee's~~ **dean, director, or designee's** evaluation, the **UNAC bargaining unit** member must submit an Annual Activity Report by November 1.
- d. Appeal process regarding award for promotion

The dispute resolution process provided in Article 7.3.1 of this Agreement is applicable only either when the promotion recommendation has been made by the provost or the promotion decision has been made by the chancellor and communicated to the bargaining unit member. If the appeal is lodged after the recommendation of the provost, the decision of the chancellor is final and not subject to further appeal. An appeal can be made only one time, either before or after the evaluation by the chancellor.

#### 9.2.4 Evaluation of Tenure Track UNAC Bargaining Unit Members for Tenure

##### a. Evaluation Process

Untenured UNAC bargaining unit members shall be evaluated for tenure in accordance with the terms and conditions of appointment and the procedures for evaluation provided in this Article. The chancellor may award tenure to UNAC bargaining unit members whom the chancellor judges to be qualified, when tenure would be consistent with the need, mission, and resources of the MAU and the unit in which the UNAC bargaining unit member would be tenured. The chancellor shall consider the recommendations of the appropriate academic peer review committees, appropriate administrators, and other relevant sources.

The UNAC bargaining unit member shall submit a file including the following documents:

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;
4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
5. Evidence of teaching effectiveness for the years under review, where applicable, which may include student feedback and other evidence, as defined by appropriate MAU criteria;
- ~~6. Summarized teaching evaluations for the years under review, where applicable and student evaluations only as required in MAU or unit criteria;~~
7. Self-evaluation that summarizes the UNAC bargaining unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas;

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9. External review letters **only if required in MAU or unit criteria**;
10. Other materials as specified in academic unit peer and MAU criteria;
11. Other materials at the discretion of the **UNAC bargaining unit** member.

### b. Denial of Tenure

If the decision of the chancellor is to deny tenure to a **UNAC bargaining unit** member in the mandatory year for review, the **UNAC bargaining unit** member shall be offered a one **(1)**-year terminal appointment. If tenure is denied as a result of a review process prior to the mandatory year, the **UNAC bargaining unit** member will continue in the **UNAC bargaining unit** member's appointment, but will not be eligible to apply for tenure until the mandatory year. The process following denial of tenure shall be in accordance with this Article.

### c. Withdrawal of Tenure File

A **UNAC bargaining unit** member may withdraw the file from consideration at any step in the process prior to review by the chancellor, except in cases where the tenure review is mandatory or the **UNAC bargaining unit** member otherwise would have been required to undergo a fourth-year comprehensive review. If a **UNAC bargaining unit** member withdraws their file prior to the ~~Dean/Director or Designee's~~ **dean, director, or designee's** evaluation, the **UNAC bargaining unit** member must submit an Annual Activity Report by November 1.

### d. Appeal process regarding award of tenure

The dispute resolution process provided in Article 7.3.1 of this Agreement is applicable only either when the tenure recommendation has been made by the provost or the tenure decision has been made by the chancellor and communicated to the **UNAC bargaining unit** member. If the appeal is lodged after the recommendation of the provost, the decision of the chancellor is final and not subject to further appeal. An appeal can only be made one **(1)** time, either before or after the evaluation by the chancellor.

## 9.2.5 Post-Tenure Review

The post-tenure review process is generally intended to be a formative rather than a summative process of faculty evaluation, focused on faculty development. It is not intended to be the equivalent of the probationary evaluation of tenure track faculty. The process should review and encourage ongoing development, scholarship, and productivity, including feedback concerning progress toward promotion where applicable. Alleged violation of this intent language is subject solely to the complaint process in Article 7.3.

### a. Post-Tenure Review Process



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Every six (6) years, tenured UNAC bargaining unit members shall be evaluated comprehensively. A scheduled review will occur six (6) years from the date of the UNAC bargaining unit member's most recent post-tenure review or successful promotion review was initiated. A successful promotion "resets the clock" and the next post-tenure review will occur six (6) years after the initiation of the review process.

These evaluations shall be conducted in accordance with the procedures set forth in this Article. The UNAC bargaining unit member shall submit a file including the following documents:

1. Current CV;
2. Annual workload assignments for the period under review;
3. A cumulative activity report for the period under review;
4. Feedback from the dean, director, or designee in response to the Annual Activity Reports for the period under review;
5. Evidence of teaching effectiveness for the years under review, where applicable, which may include student feedback and other evidence, as defined by appropriate MAU criteria;
- ~~6. Summarized teaching evaluations for the years under review, where applicable and student evaluations only as required in MAU or unit criteria;~~
7. Self-evaluation that summarizes the UNAC bargaining unit member's scholarly contributions and accomplishments in other areas included in their workload agreements for the period under review;
8. If the dean, director, or designee's feedback to previous evaluations noted areas for improvement, then the self-evaluation shall include a summary of progress made to address those areas;
9. Other materials as specified in academic unit peer and MAU criteria;
10. Other materials at the discretion of the UNAC bargaining unit member.

A post-tenure review is satisfactory if it concludes that during the period under review the UNAC bargaining unit member's performance has met expectations appropriate to his or her current rank as defined by the evaluation criteria in place for the UNAC bargaining unit member's MAU, college, and discipline. If the overall evaluation of the post-tenure review by the academic unit peer review committee and dean, director, or designee is satisfactory, the review proceeds no further and is complete.

An unsatisfactory review by the peer review committee or the dean, director, or designee will proceed to the university-wide evaluation committee and the provost. The review may proceed to the chancellor only at the written request of the UNAC bargaining unit member.

UNAC Bargaining unit members who receive an unsatisfactory post-tenure review from the provost or chancellor shall produce a professional development plan, approved by the dean, director, or designee, that identifies specific objectives and outcomes. UNAC Bargaining unit members who receive an unsatisfactory comprehensive post-tenure review by the provost (unless the chancellor's review overrides the decision) are ineligible for merit and market salary adjustments. The UNAC bargaining unit member will again be eligible for merit and market salary adjustments following a satisfactory annual or post-tenure review. A scheduled review will occur six (6) years from the date that the unit member's most recent promotion, tenure or post-tenure review was initiated. A successful promotion "resets the clock" and the next post-tenure review will occur six (6) years after the initiation of the review process.

At any time prior to a scheduled evaluation, the UNAC bargaining unit member's dean, director, or designee may, as a result of other evaluations, initiate the post-tenure review process. If a dean, director, or designee initiates an early review, a UNAC bargaining unit member shall be notified no later than the end of the appointment period. In addition, a post-tenure review shall be conducted upon the request of a UNAC bargaining unit member.

b. Dispute Resolution

The dispute resolution process provided in Article 7.3.1 of this Agreement is applicable only either when the recommendation has been made by the provost or the decision has been made by the chancellor and communicated to the UNAC bargaining unit member. If the appeal is lodged after the recommendation of the provost, the decision of the chancellor is final and not subject to further appeal. An appeal can be made only one time, either before or after the evaluation by the chancellor.

9.2.6 Evaluation Procedures

Except as specifically provided otherwise, evaluation of UNAC bargaining unit members for annual review, progression towards tenure review, comprehensive fourth-year review, promotion, tenure, and post-tenure review shall be conducted according to the procedures provided below.

- a. A UNAC bargaining unit member who plans to stand for tenure and/or promotion in the next academic year, shall, by the end of the current appointment period, advise the dean, director, or designee in writing of the intent to stand. At the same time, the UNAC member shall submit to the dean, director, or designee a complete CV and a

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list of two external reviewers **if necessary**. (External reviews are required only for tenure or promotion reviews **and only if required by MAU or unit criteria**.)

- b. The dean, director, or designee shall, when external reviews have been requested, distribute the UNAC member's CV to external reviewers by June 30. Two external reviewers are selected by the UNAC member and up to two additional external reviewers may be selected by the dean, director, or designee. The external reviews selected by the dean, director, or designee will be included in the file with annotation that they were requested by the dean, director, or designee before the file goes into the review process. The reviewers shall be asked to submit their reviews to the dean, director, or designee no later than September 1. The reviews will be forwarded by September 8 to the candidate, accompanied by a written notice from the dean, director or designee of the number of reviews requested and the number of reviews received, for inclusion in the file.
- c. The **UNAC bargaining unit** member shall, by September 12, submit to the appropriate dean, director, or designee, a file for evaluation following MAU-specific guidelines and procedures. The file shall contain materials as specified in this **a**Article.
- d. The dean, director, or designee shall, by September 15, submit appropriate files to a peer review committee representing a department/cluster/academic unit as determined by the dean, director, or designee, with the consent of members from that department/cluster/academic unit. Absent such consent, the provost shall resolve issues over the composition of the peer review committee.

The peer review committee **for review of tenured and tenure-track bargaining unit members** shall be composed of at least five (5) tenured faculty, with at least three (3) at the rank of full professor. At UAS these minimums shall be four (4) tenured faculty including two (2) full professors. The dean, director, or designee recommends tenured committee members at the appropriate rank, with the consent of members from that department/cluster/academic unit and in accordance with procedures established at each MAU. Any disagreement about committee membership shall be resolved by the provost. **UNAC Bargaining unit** members with a conflict of interest as outlined in BOR Policy and Regulation 04.10 with respect to the faculty member under review shall recuse themselves from participation.

~~Committees may determine whether~~ discussions will be open ~~or closed~~ to the ~~public and the candidate~~. The vote of the peer review committee, however, shall be closed ~~to the public and the candidate~~. The peer review committee's review and recommendation, without individual attribution, shall be provided to the dean, director, or designee, with a copy to the **UNAC bargaining unit** member, no later than October 15.

- e. The **UNAC bargaining unit** member shall submit any written comments, in response to the unit peer review, to the dean, director, or designee not later than October 22.

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- f. The dean, director, or designee shall complete a review and prepare written recommendations to the provost with a copy to the UNAC bargaining unit member, no later than December 20. The dean, director, or designee shall forward the file and recommendation to the provost's office.
- g. The bargaining unit member shall submit to the provost any written comments in response to the review of the dean, director, or designee no later than January 3.
- h. The provost shall, by January 3, submit the file to an MAU Peer Review Committee appointed by the provost per MAU faculty evaluation guidelines. The MAU Peer Review Committee may determine whether discussions will be open or closed to the public and the candidate. The vote of the MAU Peer Review Committee, however, shall be closed to the public and the candidate. The MAU Peer Review Committee shall provide its review and written recommendation without individual attribution to the provost, with a copy to the UNAC bargaining unit member, no later than February 20.
- i. The UNAC bargaining unit member shall submit to the provost any written comments in response to the MAU Peer Review Committee's review, no later than February 26.
- j. The provost shall review the file and make a written recommendation. The provost shall provide a completed review and recommendation to the chancellor, with a copy to the UNAC bargaining unit member, no later than March 30.
- k. The UNAC bargaining unit member shall submit any written comments in response to the provost's review to the chancellor no later than April 5. If United Academics opts to appeal the provost's recommendation, the dispute resolution process (complaint) as outlined in Article 7.3.1 will be followed, and the chancellor will convene the Appeals Board within ten (10) working days. Subsequent deadlines will be mutually agreed upon by United Academics and the University.
- l. The chancellor shall review the file, recommendation of the provost, and the recommendation of the Appeals Board (if applicable) and make the final decision regarding the UNAC bargaining unit member's performance (i.e. whether to retain, promote and/or tenure, or whether the UNAC bargaining unit member's performance is satisfactory). The UNAC bargaining unit member shall be notified in writing of the chancellor's decision no later than May 1. If United Academics opts to appeal the chancellor's decision (and if there was no appeal of the provost's recommendation), the dispute resolution process (complaint) as outlined in Article 7.3.1 will be followed, and the chancellor will convene the Appeals Board within ten (10) working days.
- m. ~~The parties will meet and confer regarding the adjustment of dates at each MAU and reduce any agreed modifications to a memorandum of agreement (MOA). If a date in this article or related MOA falls on a Saturday or Sunday it shall be treated as falling~~

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on the following Monday. If a date in this article ~~or related MOA~~ falls on a holiday it shall be treated as the first immediate business day following the holiday.

- n. Timelines in this article ~~or related MOAs~~ may be extended by mutual consent of the parties, and such consent shall not be withheld unreasonably.

### 9.2.7 Evaluation of Non-tenure Track ~~UNAC~~ Bargaining Unit Members

#### a. Annual Evaluation

Evaluation of non-tenure track ~~UNAC~~ bargaining unit members shall be conducted annually by the dean, director or designee based on the ~~UNAC~~ bargaining unit member's annual activity report. The ~~UNAC~~ bargaining unit member may submit additional documentation at his or her discretion. The dean, director, or designee may consider additional information contained within the ~~UNAC~~ bargaining unit member's academic record file or other files as defined in Article 12.2. The written review by the dean or director or designee shall be completed no later than January 15.

#### b. Evaluation for Promotion

Non-tenure track ~~UNAC~~ bargaining unit members ~~with five or more years of continuous service at rank~~ may request to be evaluated for promotion. ~~This includes instructors who may apply for promotion to the rank of non-tenure track assistant professor.~~ The evaluation process shall be parallel to that of tenure track and tenured ~~UNAC~~ bargaining unit members. The procedural processes and dates will be the same as in Article 9.2.6 with the exception of the composition of the academic unit peer review and MAU peer review committees, which is described below. This process is the sole means for promotion for non-tenure track ~~UNAC~~ bargaining unit members.

The unit peer review and MAU peer review committees for review of non-tenure track ~~UNAC~~ bargaining unit members for promotion will be constituted as described in Article 9.2.6 with the addition of ~~a~~ ~~one or two~~ non-tenure track ~~UNAC~~ bargaining unit members at equal or higher rank. The non-tenure track ~~UNAC~~ bargaining unit member on the unit peer-review committee will be ~~appointment~~ appointed by the ~~Dean/Director or Designee's~~ dean, director, or designee with the consent of the ~~UNAC~~ bargaining unit members of the department/cluster/academic unit in accordance with procedures established at each MAU. Absent such consent, the provost shall resolve issues over the composition of the unit peer review committee. The non-tenure track ~~UNAC~~ bargaining unit member(s) on the MAU peer review committee will be appointed by the provost per MAU faculty evaluation guidelines.

A successful promotion will result in a ten percent (10%) increase to the base salary of the non-tenure track ~~UNAC~~ bargaining unit member in addition to all other base salary adjustments.

Promotion does not imply future employment. Academic rank and salary increase of a promoted non-tenure track ~~UNAC~~ bargaining unit member would only be guaranteed if

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the UNAC bargaining unit member had a renewed appointment in the same position, and at the same academic unit. *(moved up one paragraph)*

### c. Denial of Promotion

If the decision of the chancellor is to deny promotion, the non-tenure track UNAC bargaining unit member shall retain current academic rank. A UNAC bargaining unit member denied promotion may not reapply for promotion for at least one year from the chancellor's decision.

### d. Withdrawal of Promotion File

A bargaining unit member may withdraw the file from consideration at any step in the process prior to review by the chancellor except in cases where the unit member otherwise would have been required to undergo a fourth-year comprehensive review or a mandatory review for tenure. If a bargaining unit withdraws their file prior to the dean, director, or designee's evaluation, the bargaining unit member must submit an Annual Activity Report by November 1.

### e. Appeal Process Regarding Award for Promotion

The dispute resolution process provided in Article 7.3.1 of this Agreement is applicable only either when the promotion recommendation has been made by the provost or the promotion decision has been made by the chancellor and communicated to the unit member. If the appeal is lodged after the recommendation of the provost, the decision of the chancellor is final and not subject to further appeal. An appeal can be made only one (1) time, either before or after the evaluation by the chancellor.

## 9.3 Tenure

### 9.3.1 Locus of Tenure

UNAC Bargaining unit members shall be tenured within their discipline at an MAU within the University of Alaska. UNAC Bargaining unit members may transfer with tenure to another academic unit in the same or another MAU only upon the mutual agreement of the UNAC bargaining unit member and the chancellor of the receiving MAU. For purposes of this Agreement, "discipline" shall be defined as the traditional academic field and recent teaching and research record as demonstrated in workload agreements, annual activity reports, and evaluations.

### 9.3.2 Method of Appointment to Tenure

Tenure shall not be awarded automatically. It is awarded only after careful consideration in accordance with the process set forth above. The chancellor must have approval from the president to award tenure at the time of initial appointment of a UNAC bargaining unit member, or of an academic administrator awarded faculty rank, if the unit members of the academic unit within which tenure would be held recommend against it.

### 9.3.3 Conditions for Consideration for Award of Tenure

Tenure may be awarded to faculty holding a tenure-track appointment. Tenure shall not be awarded to non-tenure track UNAC bargaining unit members.

A UNAC bargaining unit member may submit a file and request an evaluation for award of tenure during any year of service but no later than the mandatory year for tenure review. UNAC Bargaining unit members evaluated for tenure prior to the mandatory year for review shall be evaluated on the basis of performance expectations that would exist at the time of mandatory tenure review.

The following considerations affect the determination of the mandatory year.

#### a. Initial Appointment to Full or Associate Professor

An initial appointment to the rank of professor may be made with or without tenure. However, UNAC bargaining unit members receiving such appointments without tenure shall be reviewed for tenure no later than the third consecutive year of service. Appointments to full professor may continue beyond the fourth year only with tenure.

Initial appointment to the rank of associate professor also may be made with or without tenure. UNAC Bargaining unit members receiving such appointments without tenure shall be reviewed for tenure no later than the fourth consecutive year of service. Appointments to associate professor may continue beyond the fifth year only with tenure.

#### b. Promotion to Associate Professor

Tenure track UNAC bargaining unit members undergoing review for promotion to associate professor shall also be reviewed for tenure. Promotion of tenure track UNAC bargaining unit members to associate professor shall not be made without prior or simultaneous award of tenure. Tenure shall not be granted at the assistant professor rank.

#### c. Review of Assistant Professor

All tenure track UNAC bargaining unit members appointed at the rank of assistant professor shall be reviewed for promotion and tenure no later than the seventh consecutive year of service. Service may continue beyond the eighth year only with tenure, unless covered elsewhere in this contract.

#### d. Years of Service Computation

All consecutive years of service, including periods of leave of absence at full salary and sabbatical leave, shall be counted in the determination of the time of mandatory tenure review. Periods of leave of absence at partial or no salary and partial years of service shall also be included unless exception is requested in writing by the UNAC bargaining unit member and approved at the time the leave is granted by the

chancellor or chancellor's designee. Periods of parental leave shall be excluded. No more than two (2) academic years or two (2) alternative nine (9)-month periods may be excluded from counting toward the mandatory year of tenure review.

Regardless of inclusion in the computation of total years, leave of absence shall not be deemed an interruption of otherwise consecutive service. Years of service preceding a break in consecutive years of university employment may be counted only upon agreement between the UNAC bargaining unit member and the chancellor or chancellor's designee at the time of re-employment.

If requested in writing at the time of appointment, a partial year of service that includes at least one (1) semester of full-time UNAC bargaining unit member service (e.g., a mid-year appointment) may be approved by the chancellor or chancellor's designee as a full year of service and counted toward both the time of mandatory tenure review and eligibility for sabbatical leave.

e. Failure to Receive Tenure

A candidate standing for tenure prior to the mandatory year of review may proceed through all steps in the process. If the decision of the chancellor is to deny tenure, the UNAC bargaining unit member may continue to serve as a tenure track UNAC bargaining unit member but may not stand again for tenure prior to the mandatory year of review. The decision of the chancellor in this instance is final.

A UNAC bargaining unit member must stand for tenure no later than the mandatory review year. If tenure is not awarded in the mandatory review year, the UNAC bargaining unit member shall be offered a terminal appointment for one additional academic year, or alternative ~~ninth~~ nine (9)-month period. See Article 9.4.3.

f. Rejection of Tenure

A UNAC bargaining unit member who is offered tenure by an MAU pursuant to the terms of this Agreement, but who declines to accept it, may continue to be employed in a manner to be determined by the chancellor in consultation with the UNAC bargaining unit member.

9.4 Termination of Appointment

Termination, which severs the employment relationship of a UNAC bargaining unit member, shall be based on a considered decision to discontinue an existing employment relationship. A UNAC bargaining unit member's appointment may be terminated in accordance with the provisions of this Agreement, including the following:

9.4.1 Non-retention of Tenure Track Bargaining Unit Members

Non-retention follows a decision not to continue the employment of a tenure track UNAC bargaining unit member.



## UNAC counterproposal, 4-19-22, red-lined against current CBA

The chancellor or the chancellor's designee shall provide written notification of non-retention to the ~~UNAC bargaining unit~~ member. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a tenure track ~~UNAC bargaining unit~~ member within the University of Alaska.

- a. Within the first year, regardless of contract extensions, the ~~UNAC bargaining unit~~ member shall be notified no later than February 15 for appointments based on the academic year, or three (3) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- b. Within the second year, regardless of contract extensions, the ~~UNAC bargaining unit~~ member shall be notified no later than November 15, for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- c. After two (2) or more years, the ~~UNAC bargaining unit~~ member shall be notified not less than twelve (12) months prior to the expiration of the final appointment.

### 9.4.2 Non-renewal of Non-tenure Track ~~UNAC Bargaining Unit~~ Members

Non-renewal follows a decision not to continue the employment of a non-tenure track ~~UNAC bargaining unit~~ member. Written notification of termination shall be provided to the ~~UNAC bargaining unit~~ member. Failure to provide notice as provided below shall not result in renewal of appointment. If notice is provided after the dates prescribed below, the University shall pay the ~~UNAC bargaining unit~~ member, in lieu of the applicable notice, a prorated amount based on the number of work days by which the notice period was short. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a non-tenure track ~~UNAC bargaining unit~~ member within the University of Alaska.

- ~~a. Within the first two years, regardless of contract extensions, the UNAC member shall be notified no later than seven days prior to the expiration of the appointment.~~
- ~~b. From the third through the sixth years, regardless of contract extensions, the UNAC member shall be notified not less than 45 days prior to the expiration of the appointment.~~
- ~~c. After seven years, the UNAC member shall be notified not less than 90 days prior to the expiration of the appointment.~~

- a. Within the first year, regardless of contract extensions, the bargaining unit member shall be notified no later than February 15 for appointments based on the academic year, or three months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
- b. Within the second year, regardless of contract extensions, the bargaining unit member shall be notified no later than November 15, for appointments based on the academic

year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine month period.

- c. After two (2) or more years, the bargaining unit member shall be notified not less than twelve (12) months prior to the expiration of the final appointment.

#### 9.4.3 Failure to Receive Tenure

Following denial of tenure in the mandatory year for tenure review, the chancellor or chancellor's designee shall provide written notification to the UNAC bargaining unit member no less than twelve (12) months prior to the expiration of the final appointment.

#### 9.4.4 Resignation or Retirement

UNAC Bargaining unit members intending to resign or retire from employment with the University of Alaska are expected to provide three (3) months' notice. UNAC Bargaining unit members shall notify the dean, director, or designee, as soon as possible, and provide a signed written resignation stating the effective date.

#### 9.4.5 Just Cause

Any UNAC bargaining unit member may be dismissed for just cause. Just cause shall include, but not be limited to, incompetence, neglect of duty, failure to perform assignment, unprofessional conduct, or other conduct or condition that interferes substantially with the continued performance of duties. UNAC Bargaining unit members may be suspended immediately while proceedings are in progress for dismissal for just cause if their continued presence poses the threat of harm to themselves, others, or to the interests of the University, as determined by the University. Just cause terminations shall be conducted in accordance with Article 11.

#### 9.4.6 United Academics Notice

The University shall provide United Academics written notice of all terminations or non-retentions concurrent with the written notice to the UNAC bargaining unit member.