

MEMORANDUM OF UNDERSTANDING (MOU)  
between the  
UNIVERSITY OF ALASKA (University)  
and  
UNITED ACADEMICS, AAUP/AFT (Union)

RE: Academic Year 2000-2001 Evaluation Process

United Academics and the University of Alaska hereby agree to implement the provisions of Article 9 of the January 1, 2001-December 31, 2003 collective bargaining agreement effective with the start of Academic Year 2000-2001. Implementation at UAA will be subject to existing MOUs regarding the evaluation process. Dates in Article 9.25 are subject to change in accordance with Article 9.25.j.

The parties further agree to make the clarifying changes in Article 9 as set out below:

## **ARTICLE 9**

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

#### **9.1 Faculty Appointment**

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

##### **9.11 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 90 per cent, but no less than 50 per cent, of full-time status. Any change from the level of tenure status made upon the initial appointment to tenure at a higher per cent of tenure status shall be made only with recommendation through the tenure evaluation process and approval of the Chancellor. Any change from the level of tenure status made upon the initial appointment to tenure at a lower per cent of tenure status shall be made with the approval of the Chancellor.

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

#### 9.12 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-renewal 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 90 percent, but no less than 50 percent, of full-time status.

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

#### 9.13 Non-tenure Track Term Appointment

A non-tenure track term appointment may be made at less than 90 per cent, but no less than 50 per cent, of full-time status, for a specific length of time. Performance expectations shall be specified by individual appointment letters.

A non-tenure track term appointment shall not lead to consideration for tenure. Time spent in a non-tenure track term appointment shall not count in the calculation of the time for 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. These appointments shall be subject to yearly evaluation based upon the performance assignment and may be at the discretion of the University. Non-tenure track term appointments shall expire at the end of the specified period of appointment, unless renewed and provided notice in accordance with Article 9.42. 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.

The titles of instructor, lecturer, assistant professor, associate professor, and professor may be used to denote rank of non-tenure track unit member. In addition, qualified titles of rank may be used.

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

The titles of clinical lecturer, clinical instructor, clinical assistant or associate professor or clinical professor shall be used for unit members who are also practitioners in health care delivery professions.

#### 9.14. Appointment Duration

A unit member's base appointment shall be for service for the academic year 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 base appointment period of nine (9) months.

#### 9.15. 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.

#### 9.16. 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 unit members 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 unit member. 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 unit members.

## **9.2 Evaluation**

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 unit member has met the performance assignment, the extent to which the unit member's professional growth and development has proceeded, and the prospects for the 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 which shall be available to assist unit members in the improvement of performance.

Unit members annually shall provide a current CV and Annual Activity Report for review by their dean or the dean's designee.

Nothing in this article may be construed as conferring supervisory status on department heads/chairs. Formal or informal evaluations conducted by department heads/chairs may be considered along with other information provided by the faculty member or available to the reviewer.

Written documentation of such evaluation shall be made available to the affected unit member. These evaluations shall play a major part in determining if the unit member shall receive renewal of employment, be promoted, or be tenured.

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

#### 9.21 Evaluation of Tenure Track Unit Members for Retention

Evaluation of tenure track unit members shall be conducted on an annual basis by the dean or director or the dean's designee, and, at the request of the dean, by the unit member's department head/chair. During the fourth year of a tenure track appointment the unit member shall receive a comprehensive and diagnostic review by peer unit member review committees and administrators in accordance with the procedures for evaluation provided in Article 9.25, the purpose of which is to assess progress toward tenure or promotion. The review, however, will proceed to the provost. The review may proceed to the chancellor only at the request of the unit member. A unit member who commences a fourth year review may not convert to a tenure or promotion review.

#### 9.22 Evaluation of Tenure Track and Tenured Unit Members for Promotion

##### a. Evaluation Process

Evaluation of tenure track and tenured unit member shall be in accordance with the procedures for evaluation provided in Article 9.25. After considering the recommendations of the peer unit member review committees, appropriate administrators, and other relevant sources, the Chancellor may promote qualified unit members for whom promotion would be consistent with institutional need, mission, and resources.

##### b. Denial of Promotion

If the decision of the Chancellor is to deny promotion, the unit member shall retain current academic rank.

##### c. Withdrawal of Promotion File

A 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.

d. Dispute Resolution

The final decision is not subject to the dispute resolution process provided in Article 7 of this Agreement until the final promotion decision has been made by the Chancellor and communicated to the unit member.

9.23 Evaluation of Tenure Track Unit Members for Tenure

a. Evaluation Process

Evaluation of non-tenured unit members for tenure shall be in accordance with the terms and conditions of appointment and with the procedures on evaluation provided in Article 9.25. The Chancellor may award tenure to such unit members as are, in the Chancellor's opinion, qualified and for whom tenure would be consistent with the need, mission, and resources of the MAU and the unit in which the unit member would be tenured. The Chancellor shall give consideration to the recommendations of the peer unit member review committees, appropriate administrators, and other relevant sources.

b. Denial of Tenure

If the decision of the Chancellor is to deny tenure to a unit member in the mandatory year for review, the unit member shall be offered a terminal appointment. The process after denial of tenure shall be in accordance with Article 9.34.e.

c. Withdrawal of Tenure File

A 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 unit member otherwise would have been required to undergo a fourth year comprehensive review.

d. Dispute Resolution

The final decision is not subject to the dispute resolution process provided in Article 7 of this Agreement until the final tenure decision has been made by the Chancellor and communicated to the unit member.

9.24 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. At the same time the process should review and encourage progress toward promotion where applicable, ongoing development, scholarship, productivity and citizenship. Any alleged violation of this intent language is subject solely to the complaint process in Article 7.3.

a. Post Tenure Review Process

At least every three years a tenured unit member's dean (or the dean's designee) shall provide written evaluations to tenured unit members. A tenured unit member's department head/chair shall also provide an evaluation at the request of the dean or designee.

Tenured unit members shall be evaluated comprehensively every six years by peer unit members and administrators. These evaluations shall be conducted in accordance with the procedures set forth in Article 9.25, except that unit members will submit only cumulative CVs and Annual Activity Reports. The review will consider cumulative CV's, Annual Activity Reports, interim evaluations and other appropriate information, and will proceed to the provost. The review may proceed to the chancellor only at the request of the unit member.

At any time prior to a scheduled evaluation, the unit member's dean or director may, as a result of other evaluations, initiate the post-tenure review process. In addition, a post tenure review shall be conducted upon the request of a unit member. For purposes of transition, the initial comprehensive review during the term of this Agreement shall be as currently scheduled unless that would result in a lapse of more than three years between reviews. In that case the unit member will be evaluated through the process set out in paragraph 1 of this section. A scheduled review will in any event occur at least three years from the date of the unit member's most recent promotion, tenure or scheduled comprehensive post tenure review. Where a dean or director initiates an early comprehensive review, a unit member shall be notified no later than May 15.

b. Dispute Resolution

Post-Tenure review outcomes are not subject to the dispute resolution process provided in Article 7 of this Agreement until the final decision has been made by the Chancellor and communicated to the unit member.

9.25 Evaluation Process for Retention, Promotion, Tenure, and Post Tenure Review

Except as specifically provided otherwise, evaluation of unit members for retention, promotion, tenure, and comprehensive post tenure review shall be conducted according to the process provided below.

- a. The unit member shall:
1. by September 5th, submit to the appropriate Dean or Director, or designee, a curriculum vita and a list of two (2) external reviewers (comprehensive retention reviews as provided in Article 9.21 and post tenure reviews as provided in Article 9.24.a. are exempt from this provision);
  2. by September 15, submit the full file for evaluation to the Dean or Director or designee. At the option of the dean or director the file will be transmitted to the department head/chair by the next business day for evaluation. The file shall contain materials appropriate for the purpose of the review being conducted. For comprehensive post tenure review a unit member will submit only cumulative CVs and Annual Activity Reports in accordance with Article 9.24.a.;
  3. if the department head/chair is requested to provide a written evaluation, the written evaluation shall be provided to the dean or director or designee by September 23. The unit member shall submit any comments in response to the department head/chair's evaluation to the dean or director no later than September 30; and
- b. The Dean or Director or designee shall:
1. distribute the unit member's curriculum vita to the two (2) external reviewers submitted by the unit member and up to two (2) additional external reviewers selected by the Dean or Director. The reviewers shall be requested to submit their reviews to the Dean or Director no later than October 5th; and
  2. by October 2, submit the file to a peer review committee, selected by unit members, with the concurrence of the Dean or Director or designee, in a department/cluster/unit as determined by the Dean or Director, with the consent of the unit members. Absent such consent, the Chief Academic Officer shall resolve issues over the definition of the appropriate department/cluster/unit. The peer review committee shall be composed of at least five (5) tenured faculty at the same or higher rank as the unit member being reviewed, with at least three (3) at the rank of full professor. At UAS these minimums shall be four tenured faculty and three full professors. Committees may determine whether discussions will be open or closed to the public and/or the candidate. The vote of the peer review committee, however, shall be closed to the public and the candidate. The peer review committee review and recommendation, without individual attribution, shall be provided to the Dean or Director or designee, with a copy to the unit

member, no later than October 25th. The unit member shall submit any comments in response to the peer review to the Dean or Director no later than October 31st.

3. Nothing shall preclude the department head/chair from serving as a peer reviewer.
- c. The Dean or Director shall complete a review and prepare recommendations to the Chief Academic Officer (CAO) with a copy to the unit member, no later than December 5.
- d. The unit member may submit to the CAO a response to the Dean or Director's recommendation no later than December 12.
- e. By December 17th, the CAO shall submit the file to a MAU Peer Review Committee appointed by the CAO, composed of between three (3) and seven (7) tenured unit members, from a list of between six (6) and twelve (12) unit members submitted by the MAU governance organization. Committees may determine whether discussions will be open or closed to the public and/or 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 recommendation, without individual attribution, to the CAO no later than February 7th.
- f. The unit member may submit to the CAO a response to MAU Peer Review Committee's recommendation no later than February 14th.
- g. In the case of a review for promotion or tenure, the CAO shall review the file and provide a completed review and recommendation to the Chancellor, with a copy to the unit member, no later than March 30. In accordance with Articles 9.21 and 9.24, in the case of comprehensive retention or post tenure reviews, the CAO shall review the file and provide a completed review to the unit member no later than March 30.
- h. In the case of a review for promotion or tenure, the unit member may submit to the Chancellor a response to the CAO's recommendation no later than April 5. In accordance with Articles 9.21 and 9.24, a unit member who wishes to have a comprehensive retention or comprehensive post tenure review proceed to the chancellor must request review by the chancellor. Such a request, along with any response to the CAO's review the unit member wishes to make, must be provided to the chancellor no later than April 5.
- i. The Chancellor shall review the file and make a decision regarding the unit member's performance (i.e. whether to grant retention, promotion and/or tenure, or to determine whether the unit member's performance is

satisfactory and notify the unit member on or before May 1 of the decision.

- j. The parties will meet and confer regarding the adjustment of dates at each MAU and reduce any agreed modifications to permanent MOUs. If a date in this article or related MOU falls on a Saturday, it shall be treated as falling on the preceding Friday; if a date in this article or related MOU falls on a Sunday it shall be treated as falling on the following Monday.
- k. Timelines in this article or related MOUs may be extended by mutual consent of the parties, and such consent shall not be withheld unreasonably.

#### 9.26 Evaluation of Non-tenure Track Unit Members

MAU rules and procedures shall provide for a performance evaluation process for non-tenure track unit members to be conducted prior to the end of the assignment. The evaluation process shall be separate and distinct from that of tenure track and tenured unit members. Non-tenure track unit members may not challenge a decision not to reappoint them because term appointments are expected to end at the completion date of the assignment.

### **9.3 Responsibilities, Rights, and Privileges of Tenure**

#### 9.31 Professional and Ethical Standards

A tenured unit member has a responsibility to maintain high standards of professional and ethical performance and conduct.

#### 9.32 Locus of Tenure

Unit members shall be tenured within their discipline, at an MAU within the University of Alaska. Unit members may transfer with tenure to another academic unit in the same or another MAU only upon the mutual agreement of the unit member and the Chancellor of the receiving academic unit. 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.

#### 9.33 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 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.

### 9.34 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 unit members.

A unit member may request an evaluation for award of tenure during any year of service but must be evaluated for tenure in the mandatory year for review. 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, unit members receiving such appointments without tenure shall be reviewed for tenure no later than the second consecutive year of service. Appointments to full professor may continue beyond the third year only with tenure.

Initial appointment to the rank of associate professor also may be made with or without tenure. Unit members receiving such appointments without tenure shall be reviewed for tenure no later than the fourth (4th) consecutive year of service. Appointments to associate professor may continue beyond the fifth (5th) year only with tenure.

b. Promotion to Associate Professor

Tenure track unit members undergoing review for promotion to associate professor shall also be reviewed for tenure. Promotion of tenure track unit members to associate professor shall not be made without prior or simultaneous award of tenure.

c. Review of Assistant Professor

All tenure track unit members appointed at the rank of assistant professor shall be reviewed for promotion and tenure no later than the seventh (7th) consecutive year of service. Service may continue beyond the eighth (8th) year only with tenure.

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 by the 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 unless an exception is requested by the unit member. No more than two (2) academic years or two (2) alternative nine (9) month periods may be excepted 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 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 unit member service (e.g., as in 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 unit member may continue to serve as a tenure track 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 unit member must stand for tenure by or in the mandatory review year. If tenure is not awarded, the unit member shall be offered a terminal appointment for one (1) additional academic year, or alternative ninth month period, of service.

f. Rejection of Tenure

A 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.

## **9.4 Termination of Appointment**

Termination, which severs the employment relationship of a unit member, shall be based on a considered decision to discontinue an existing employment relationship. Unit member appointments may be terminated under any of the following conditions.

#### 9.41 Non-retention of Tenure Track Unit Members

Non-retention follows a decision not to continue the employment of a tenure track unit member. The Chancellor or the Chancellor's designee shall provide written notification of termination to the unit member. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a tenure track unit member within the University of Alaska.

- a. Within the first year, regardless of contract extensions, the 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 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 unit member shall be notified not less than twelve (12) months prior to the expiration of the final appointment.

#### 9.42 Non-renewal of Non-tenure Track Unit Members

Non-renewal follows a decision not to continue the employment of a non-tenure track unit member. Written notification of termination shall be provided to the 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 may, at its discretion, pay the faculty member in lieu of notice. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a non-tenure track unit member within the University of Alaska.

- a. Within the first two (2) years, regardless of contract extensions, the unit member shall be notified no later than the expiration of the appointment.
- b. From the third (3rd) through the sixth (6th) years, regardless of contract extensions, the unit member shall be notified not less than 45 days prior to the expiration of the appointment.
- c. After seven (7) years, the unit member shall be notified not less than 90 days prior to the expiration of the appointment.

9.43 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 unit member not less than twelve (12) months prior to the expiration of the final appointment.

9.44 Resignation or Retirement

Unit members intending to resign or retire from employment with the University of Alaska shall be expected to provide notice adequate to allow for their orderly replacement. Unit members shall file with the appointing authority, as soon as possible, a written resignation stating the effective date.

9.45 Just Cause

Any 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. 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.

9.46 United Academics Notice

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

FOR THE UNIVERSITY:

FOR THE UNION:

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DATE

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DATE