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Proposal: UNV0001  
Date: February 6, 2020

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4 **ARTICLE 11: ASSIGNMENT OF DUTIES, EVALUATION AND RETENTION**  
5 **FOR NON-TENURE TRACK FACULTY**

6 **Section 1.** The University reserves the right to employ non-tenure track (part-time) faculty on the basis that  
7 1.00 FTE equals fifteen (15) course credit hours per term (or equivalents). As provided in Article 10  
8 (Responsibilities of Members & Disciplinary Procedures), Non-Tenure Track faculty members shall be  
9 available for assignment of professional duties for the entire period of their appointment.

10  
11 The University recognizes that it shares with its faculty the responsibility for appropriate accounting of time  
12 and effort, as well as, for the development and improvement of faculty performance. Accordingly, the  
13 University and faculty agree that Sections 2 through 7 below describe aspects of a Non-Tenure Track faculty  
14 member's professional responsibilities and performance in these areas that shall be taken into account in all  
15 personnel actions.

16  
17 **Section 2.** The University retains the right to assign Non-Tenure Track faculty work load based on the  
18 needs of the student and the goals of the Department, Division, College and University. Professional duties  
19 shall be assigned by the Division Chair or appropriate administrative officers in accordance with the needs  
20 of the division and the strengths of the faculty member. The University will endeavor to ensure that  
21 assignments are made only after consultation with the faculty member.

22  
23 **Section 3.** Because of the varied nature of the work and interests of the faculty members, no attempt is  
24 made to assign a number of working hours to the duties to be performed.

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26 **Section 4. Workload.** Consistent with Section 1 above, Non-Tenure Track faculty's Professional duties will  
27 be reflected in the faculty member's appointment letter.

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29 **Section 5. Non-tenure track Faculty Titles.** All Non-tenure track faculty hired to perform teaching duties  
30 will be designated by one of the following titles:

- 31  
32 **A.** Non-tenure track faculty holding baccalaureate degrees in disciplines where the Ed.D., Ph.D.,  
33 D.B.A., M.F.A. or M.L.S is the highest earned degree shall hold the title of "Lecturer."  
34  
35 **B.** Non-tenure track faculty holding master's degrees in disciplines where the Ed.D., Ph.D., or D.B.A.,  
36 is the highest earned degree shall hold the title of "Instructor."  
37  
38 **C.** Non-tenure track faculty holding master's degrees in disciplines where the Ed.D., Ph.D., or D.B.A.,  
39 is the highest earned degree and has at least five years of successful service as an Instructor and been  
40 recommended by the Division Chair and approved by the Dean and Provost shall hold the title of  
41 "Senior Instructor."  
42  
43 **D.** Non-tenure track faculty holding the Ed.D., Ph.D., D.B.A., M.F.A., or M.L.S., or highest recognized  
44 earned degree in disciplines who are brought to the institution to provide short-term enhancement  
45 for a program shall hold the title of "Visiting Assistant Professor or Visiting Associate Professor."  
46  
47 **E.** All other Non-tenure track faculty holding the Ed.D., Ph.D., D.B.A., M.F.A., or M.L.S., or highest

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48 recognized earned degree in the discipline shall hold the title of "Non-tenure track Assistant  
49 Professor."  
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## 51 **Section 6. Non-tenure Track (Fixed-term) Appointments.**

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53 **A.** Non-tenure track (Fixed-term) appointments shall specify beginning and ending dates of  
54 employment, and continuing appointments beyond the dates specified are not to be anticipated.  
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### 56 **B.** Multiple-term contracts

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58 1. The University may extend multiple-term contracts to non-tenure track faculty who meet the  
59 following criteria:

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61 a. Have taught a minimum of .50 FTE at the University for each of three terms in the  
62 academic year immediately prior to the contract year under consideration;

63  
64 b. The Division Chair and College Dean have an expectation that the non-tenure track  
65 faculty member will be needed to teach at least .50 FTE for the upcoming contract  
66 year. Such expectation may be evidenced by the inclusion of the non-tenure track  
67 faculty member's name in the final approved schedule of classes submitted by the  
68 Division Chair, approved by the College Dean and accepted by the Provost.  
69

70 2. Notification of multiple-term contracts shall be made to the non-tenure track faculty  
71 member as soon as possible after a vacancy or need has been identified.  
72

73 3. A multiple-term contract, which has been accepted by a non-tenure track faculty member,  
74 may be altered if:

75  
76 a. Low enrollments, fiscal shortfalls, or changes in course offerings cause the Division  
77 Chair or Dean to determine that the non-tenure track faculty member will be needed  
78 for less FTE than included in the multiple-term contract or  
79

80 b. Evaluation of the non-tenure track faculty member's performance, in accordance  
81 with Section 8: Evaluation of Non-Tenure Track Faculty, is found to be  
82 unsatisfactory or  
83

84 c. The Division Chair or Dean recommends increasing the contract FTE to reflect  
85 additional course assignments, as agreed to by the non-tenure track faculty member.  
86

### 87 **C.** Multiple year contracts

88 Non-tenure track faculty holding the terminal degree in their discipline and who have worked  
89 continuously for three academic years at a minimum of 0.5 FTE; or masters –level faculty who have  
90 achieved at least five academic years of successful service as an instructor; may, with  
91 recommendation of the Division Chair and with approval of the appropriate Dean and Provost, be  
92 granted a three-year employment contract. The Dean will provide a copy of the multi-year contract  
93 to the relevant Division Chair, who will notify the appropriate Department Head or Program  
94 Coordinator of the multi-year appointment. The multi-year contract is subject to the reserved rights

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of the University as noted in ARTICLE 12.

**D. “Visiting” appointments**

Appointees identified as “Visiting” faculty and who are recommended by the Division Chair and with the Dean’s approval may be granted up to a three- year employment contract.

**Section 7. Evaluation of Non-Tenure Track Faculty**

**Purpose of evaluation.** The purpose of performance evaluations shall be to encourage the improvement of individual professional performance and, subject to the provisions of Articles 11 (Assignment of Duties, Evaluation and Retention for Non-Tenure Track Faculty), 16 (Salary), and 12 (Reserved Rights of the University), to provide a guide for decisions on salary adjustments and reappointment.

- A. All non-tenure track faculty who are employed at .50 FTE or more will be evaluated pursuant to Part D below by the Division Chairs with recommendations forwarded to the respective Dean and filed with the Provost’s office.
- B. As part of the initial job appointment, each non-tenure track faculty member will receive, upon written request, a copy of the current Collective Bargaining Agreement from the Provost’s Office which describes all necessary details regarding evaluation procedures and expectations. The Collective Bargaining Agreement is available via WOU Human Resources website.
- C. The Division Chair shall be responsible for assisting non-tenure track faculty members in answering questions regarding the expectations and procedures related to evaluation and help the faculty members avail themselves of resources available to help them acclimate to the University.
- D. Divisions shall evaluate non-tenured faculty members on the basis of divisional and institutional criteria, academic standards, appropriateness for assignments, collegiality, and the terms and conditions of Article 11. Further, for non-tenure track faculty, the annual evaluation shall be based on:
  - 1. The most recent classroom observation/teaching conducted by the Division Chair or his/her designee pursuant to Part 3 below, and
  - 2. An Annual Faculty Report compiled by the non-tenure track faculty member and due to the Division Chair no later than June 30th that includes the following components:
    - a. Data from the mutually agreed upon student course evaluation instrument (SCEI\*), provided by the University, and
    - b. A summary of accomplishments for the year that addresses the non-tenure track faculty’s primary work assignments and future goals.
  - 3. Classroom observation for non-tenure track faculty will be completed:
    - a. Prior to the completion of contracts of one year or shorter duration,
    - b. In the final year of their contracts for faculty members on multi-year contracts,
    - c. Annually at the request of faculty members on multi-year contracts, in which case the division chair or his/her designee will complete the observation,

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d. As deemed necessary by the division chair.

4. **“Teaching”** shall refer to the effectiveness of one’s teaching as indicated by:
- a. Peer and supervisor evaluations,
  - b. Examination of syllabi from a range of years for each class,
  - c. Exams and other assessment methods,
  - d. Teaching materials,
  - e. Data from a mutually agreed upon student course evaluation instrument (SCEI\*), provided by the University,
  - f. Reflections on evidence of effective advising, mentoring and support,
  - g. Reflections on evidence of impact of teaching on student learning,
  - h. Evidence of professional renewal and updating of skills and knowledge,
  - i. Personal teaching philosophy,
  - j. Examples of curriculum redesigns and refinements over time.

\*Any survey not mutually agreed upon, along with any results / data derived from such questions and surveys, is not to be used for purposes of official evaluation unless a Faculty member chooses to include it.

- E.** For non-continuation of non-tenure track faculty with 3 or more years of continuous service at 0.5 FTE or above based on poor performance, as specified in this contract, the Division Chair must first provide a written record of such poor performance and provide the employee at least (one) academic term, summers excluded, to improve their performance, before such a decision can be made. If the performance problem(s) continue, then a non-continuation decision is in order.
- F.** The results of the Division Chair’s evaluation for non-tenure track faculty members shall be considered in determining continued employment within the University.
- G.** The University shall not use salary rates to differentiate among non-tenure track faculty for purposes of staffing.