

This proposal represents part of a package to be accepted in total only.

WOU's Proposal: Package 1
Date: July 2, 2020

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

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

Commented [CC1]: Agreed.

Commented [CC2]: Agreed.

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

Commented [CC3]: Rejected. "Non Tenure Track Faculty Member"

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

Commented [CC4]: Agreed.

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

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

Commented [CC5]: Agreed.

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

- A. Non-tenure track faculty holding baccalaureate degrees in disciplines where the Ed.D., Ph.D., D.B.A., M.F.A. or M.L.S is the highest earned degree shall hold the title of "Lecturer."
- B. Non-tenure track faculty holding master's degrees in disciplines where the Ed.D., Ph.D., or D.B.A., is the highest earned degree shall hold the title of "Instructor."
- C. Non-tenure track faculty holding master's degrees in disciplines where the Ed.D., Ph.D., or D.B.A., is the highest earned degree and has at least five years of successful service as an Instructor and been recommended by the Division Chair and approved by the Dean and Provost shall hold the title of "Senior Instructor."
- D. Non-tenure track faculty holding the Ed.D., Ph.D., D.B.A., M.F.A., or M.L.S., or highest recognized earned degree in disciplines who are brought to the institution to provide short-term enhancement for a program shall hold the title of "Visiting Assistant Professor or Visiting Associate Professor."

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48 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
49 recognized earned degree in the discipline shall hold the title of "Non-tenure track Assistant
50 Professor."
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52 **Section 6. Non-tenure Track (Fixed-term) Appointments.**
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54 A. Non-tenure track (Fixed-term) appointments shall specify beginning and ending dates of
55 employment, and continuing appointments beyond the dates specified are not to be anticipated.
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57 **B. Multiple-term contracts**
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59 1. The University ~~may~~ shall extend multiple-term contracts to non-tenure track faculty who
60 meet the following criteria:

Commented [CC6]: Agreed.

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.
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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:
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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
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88 **C. Multiple year contracts**

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

Commented [CC7]: Agreed.

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95 Coordinator of the multi-year appointment. The multi-year contract is subject to the reserved rights
96 of the University as noted in ARTICLE 12.

97 **D. "Visiting" appointments**

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

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

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

108
109 A. All non-tenure track faculty who are employed at .50 FTE or more will be evaluated pursuant to
110 Part D below by the Division Chair with recommendations forwarded to the respective Dean and
111 filed with the Provost's office.

Commented [CC8]: Agreed.

112
113 B. As part of the initial job appointment, each non-tenure track faculty member will receive, upon
114 written request, a copy of the current Collective Bargaining Agreement from the Provost's Office
115 which describes all necessary details regarding evaluation procedures and expectations. The
116 Collective Bargaining Agreement is available via the WOU Human Resources Provost's website.

Commented [CC9]: Agreed.

117
118 C. The Division Chair shall be responsible for assisting non-tenure track faculty members in answering
119 questions regarding the expectations and procedures related to evaluation and help the faculty
120 members avail themselves of resources available to help them acclimate to the University.

121
122 **D. Divisions shall evaluate non-tenure track faculty members on the basis of divisional and institutional**
123 **criteria, academic standards, appropriateness for assignments, collegiality, and the terms and**
124 **conditions of Article 11. Further, for non-tenure track faculty, the annual evaluation shall be based**
125 **on:**

Commented [CC10]: Agreed.

Commented [CC11]: Rejected.

Commented [BL12R11]: "annual" unstruck.

Commented [CC13]: Agreed.

- 126
127 1. The most recent classroom observation/teaching conducted by the Division Chair or
128 his/her designee pursuant to Part 3 E below, and
- 129
130 2. An Annual Faculty Report compiled by the non-tenure track faculty member and due to the
131 Division Chair no later than June 30th that includes the following components:

- 132
133 a. Data from the mutually agreed upon student course evaluation instrument (SCEI*),
134 provided by the University, and
- 135 b. A summary of accomplishments for the year that addresses the non-tenure track
136 faculty's primary work assignments and future goals.

137
38 **3 E. Classroom observation for non-tenure track faculty will be completed:**

Commented [CC14]: Agreed.

- 139 **a. For those with:**
140 **1. Prior to the completion of contracts of one year or shorter duration; prior to the completion of the contract**
141 **b. In the final year of their contracts for faculty members on multi-year contracts;**
142 **c. Annually at the request of faculty members on multi-year contracts, in which case the**
143 **2. For those on multi-year contracts**
144 **a. In the final year of the contract**
145 **b. Annually if requested by the faculty member**

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3. As deemed necessary by the division chair or his/her designee will complete the observation,
d. As deemed necessary by the division chair

4. Evaluation of teaching. "Teaching" shall refer to the effectiveness may be based on of one's teaching as indicated by:

- 1.a. Peer and supervisor evaluations;
- 2.b. Examination of syllabi from a range of years for each class;
- 3.c. Exams and other assessment methods;
- 4.d. Teaching materials;
- 5.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;
- 6.h. Evidence of professional renewal and updating of skills and knowledge;
- 7.i. Personal teaching philosophy;
- 8.j. Examples of curriculum redesigns and refinements over time.

Commented [CC15]: Rejected. WOU proposal here, which is consistent throughout and referenced from Article 8.

*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. 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. For non-continuation of non-tenure track faculty with 2 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 pooran employee's performance and provide the employee at least (one) academic term, summers excluded, to improve their performance, as specified in this article before such a decision can be made. The Division Chair shall be expected to give an employee at least (one) academic term, summers excluded, to correct any identified performance problems. If the record shows that the performance problem(s) continue, then a non-continuation decision is in order.

G. 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. 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 deficiencies as specified in this contract, the Division Chair must first provide the employee with a written record of an the employee's performance, as specified in this article before such a decision can be made.

The Division Chair shall be expected to give an employee at least (one) academic term, summers excluded, to correct any identified performance problems/deficiencies. If the written record shows that the performance deficiencies problems have continued, then a non-continuation decision is in order.

Commented [CC16]: Agreed. But should be two paragraphs.

G. H. The University shall not use salary rates to differentiate among non-tenure track faculty for purposes of staffing.

180H. Non Tenure-Track faculty who conduct individually-designed coursework during an academic term in addition to their 15-credit teaching load, having received approval from the Provost to conduct such coursework in addition to their 15-credit teaching load, will be compensated as in Part 2 below at the conclusion of the term in which the coursework was conducted.

Commented [CC17]: Moved from Appendix M

2.3. Compensation for Non Tenure-Track faculty who, having received approval from the Provost, conduct or have since AY 2012 conducted individually-designed coursework during an academic term in addition to their 15-credit teaching load, having received approval from the Provost to conduct such coursework in addition to their 15-credit teaching load and were not compensated for that work, will be calculated according to the following formula: Pay = (Student Credit Hour credit total ÷ 12) ÷ (45 unit annual workload) x (averaged annual salary rate over the previous two academic years or the annual salary rate during the academic year in which 0.5 FTE is reached).