

Agreement for Designation of Password Trustee. The parties agree to the designation of Arbitrator Rob Stein as password trustee and hereby authorize him to execute the duties regarding release of the hard drive password described in Article 11.5 of the CSU-AAUP collective bargaining agreement.

ARTICLE 12

FACULTY APPOINTMENT, PROMOTION AND TENURE

12.1 APPOINTMENT

- A. Appointments to the University full-time faculty are of seven kinds: college lecturer, professor of practice, tenure-track, tenured, research, clinical, and visiting. All appointments to the full-time faculty shall be made in compliance with the procedures set forth in this article unless the parties expressly agree otherwise. The nature of the initial appointment of the faculty member, and any special conditions thereof, shall be specified at the time the appointment is made. Final approval for all decisions on appointment rests with the Board of Trustees.
- B. A maximum of thirty (30) Clinical Faculty positions are permitted across the university. For the duration of this contract, the category of faculty shall be limited to the following units: School of Nursing, School of Health Sciences, School of Social Work, and College of Education and Human Services. Exceptions may be considered on a case-by-case basis by the Contract Implementation Committee.

The number of college lecturer appointments shall not exceed thirty-five percent (35%) of the total number of tenured and tenure track faculty in the bargaining unit. This 35% limitation on lecturers shall also be effective at the College level. For a department/school with 10 or more bargaining unit faculty, this 35% limitation shall also be effective at the level of department/school, unless a majority of the departments/school's bargaining unit faculty approves an exception to the limit.

The university-level total number of professors of practice shall not exceed 25.

The number of visiting faculty appointments shall not exceed 15 percent (15%) of the total university-level number of tenured and tenure-track faculty in the bargaining unit.

- C. By November 1 of each year the Provost shall provide the CSU-AAUP with a list of the Lecturers, Professors of Practice, and visiting appointees in the University for that academic year.

12.2 COLLEGE LECTURER TEACHING APPOINTMENTS

- A. College Lecturer teaching appointments are full-time appointments made by the Dean, with the approval of the Provost. Subject to provisions below, these appointments may be renewed indefinitely by the Dean, with the approval of the Provost. Neither the initial appointment, nor any renewals thereof, however, leads to or grants tenure.
- B. A Lecturer is one whose academic responsibilities are oriented towards teaching and service rather than research, scholarship, or creative activity. The ranks of Lecturer faculty shall be Assistant College Lecturer, Associate College Lecturer, and Senior College Lecturer. For purposes of this article, the term "Lecturer" (without a modifier) is used collectively to refer to all three categories.

- C. Any College Lecturer who is appointed to a fifth year of service, following completion of the fourth-year review process described below, will become a member of the CSU-AAUP faculty collective bargaining unit at the beginning of the fifth year of service. At this point, such a College Lecturer will become a full voting member of their academic unit of appointment and shall be eligible to participate in all aspects of faculty governance except that they shall not serve on PRCs. Until a Lecturer becomes a member of the AAUP bargaining unit, their voting and governance rights will be determined as stated in the Faculty Personnel Policies (aka the “Green Book”) and relevant sections of college and department by-laws.

Except as provided below, appointments and renewals of appointment to Lecturer positions are made annually at the sole and exclusive discretion of the Administration, based on its assessment of programmatic and staffing needs, of fiscal and budgetary constraints affecting staffing and/or, if applicable, of satisfaction with fulfillment of duties and responsibilities of employment for the preceding term(s) of employment. If a Lecturer is denied reappointment for reasons of financial duress or curricular change, the department/school in which that lecturer was appointed will not hire a new Lecturer in that position for at least two years. However, during that period, the department/school may rehire the Lecturer who was denied reappointment if the financial duress has ceased or if curricular changes warrant the Lecturer’s returning to that position.

- D. Prior to making an initial Lecturer teaching appointment, the faculty of the relevant Department/School shall select a search committee, as in Article 12.8, to consider candidates for Lecturer teaching appointments. The search committee shall make recommendations with respect to each candidate to the appropriate Department Chair or School Director, or Dean in colleges without Department Chairs or Directors. The search committee’s recommendations shall accompany any subsequent recommendations made by the Chair/School Director and other Administration representatives as part of the appointment process.
- E. College Lecturers in their fourth year of service shall submit a dossier setting forth their qualifications for reappointment, which will undergo a preliminary review by the departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and the College PRC. After consecutive reappointments for an initial six years, reappointments to a Lecturer teaching position require an extensive teaching and professional service portfolio review which will take place during the sixth year. The standard that must be met is fully competent teaching and full engagement in the life of the Department.

The departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and the College PRC Committee will review the portfolio and advise the Dean on the reappointment. The Dean will forward his/her recommendation to the Provost who makes the decision on whether to reappoint the Lecturer member to the seventh year. After successful sixth-year review and upon reappointment to a seventh year of service, an Assistant College Lecturer will be promoted to the rank of Associate College Lecturer.

Following the review of the 4th year dossier for the “continued satisfaction with demonstrated performance” (and other materials deemed relevant to the evaluation) standard by the appropriate Peer Review Committee (Department and/or College) and the Chair and the Dean, the lecturer shall be advised (1) that she or he is making substantial progress toward reappointment, or (2) that she or he has a reasonable chance of

reappointment with additional effort, or (3) that she or he is unlikely to be reappointed and that a nonreappointment recommendation may ensue.

If the Provost approves, the Dean may subsequently reappoint the Associate College Lecturer to two (2) consecutive three (3) year appointments for the next six (6) consecutive academic years and after that period the Lecturer may be reappointed for subsequent periods of six (6) consecutive academic years. The subsequent reappointment reviews after the extensive review at the end of the initial six (6) year period will be less comprehensive. For each such review, the lecturer shall be rated as “satisfactory” or “unsatisfactory.” The evaluation must specifically state the reasons for a “satisfactory” or “unsatisfactory” rating.

All reappointments shall only be approved by the Provost if there is (a) continued satisfaction with demonstrated performance (i.e., portfolio review as described above), (b) continued programmatic and staffing needs within the academic unit, and (c) continued budgetary resources supporting the position.

- F. After the extensive sixth-year portfolio review or subsequent reviews, the departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and/or the College PRC Committee may recommend that an Associate College Lecturer with a terminal degree be promoted to Senior College Lecturer based on a long-term and outstanding record of distinguished teaching and professional service at Cleveland State University. The Dean will forward his/her recommendation to the Provost who shall make the promotion decision. An Associate College Lecturer who is not promoted to Senior College Lecturer, however, may still be reappointed at their current rank subject to the provisions on reappointments in Articles 12.2 C and E. Associate College Lecturers may apply for promotion to Senior College Lecturer only twice during each six-year cycle.¹

Standards for promotion:

(1) Teaching. The standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student concerns, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.

(2) Professional Service. A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the governance of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

(3) An individual seeking promotion to Senior College Lecturer shall submit a dossier for evaluation by the appropriate PRC containing a section on teaching with a statement of teaching philosophy, student and peer evaluations of classroom performance as well as syllabi, other course materials, and evidence of student achievement and a section on

¹ College lecturers currently at the rank of “College Associate Lecturer” at the inception of this Agreement will maintain the rank of “Associate College Lecturer.” After successful sixth-year review they will maintain that rank, but receive the promotion increment or minima specified in Article 17.

service detailing the contributions made by the individual to the department or school, College, University, discipline, and community. Research, scholarship, and creative activity may also be included in the dossier but are not mandatory for promotion to Senior College Lecturer.

According to procedures established in Article 9 of the Agreement, the denial of reappointment and/or promotion, after the individual has completed the initial six (6) year period and been reappointed, may be submitted directly to grievance and arbitration on the basis that such denial was demonstrably arbitrary, discriminatory, and capricious or in violation of the procedures established in this Agreement. An arbitrator may not award reappointment and/or promotion, but may remand the case back for reconsideration according to established procedures upon finding that the denial was in fact demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established by this agreement.

- G. Salaries of all categories of Lecturers who become members of the collective bargaining unit will be regulated under Article 17.

Initial salary levels and subsequent salary increases for all categories of Lecturers, before they become members of the collective bargaining unit, are recommended by the Dean to the Provost and are based upon the University's budgetary resources, market considerations, years of service, and levels of meritorious service. Initial salary levels and subsequent salary increases require the Provost's approval.

- H. Lecturers shall enjoy the academic freedom protections described in Section 3344-11-05 of the Faculty Personnel Policies.

- I. Normally, College Lecturers will teach 4 courses of 3 to 4 credits per semester, with the remainder of the 32 credits assigned to service or other defined activities. The faculty of the relevant Department/School will be consulted regarding assignments to teach upper-level undergraduate and graduate courses. Service may be expected of Lecturers by the Department and/or Colleges without release time from teaching duties, but if Dean requires an extraordinary level of service the Lecturer may be given release time.

- J. Lecturers shall be eligible to apply for tenure track positions.

- K. The following sections of Article 13 shall not apply to Lecturers: 13.1A, D, E, and F.

12.3 PROFESSOR OF PRACTICE TEACHING APPOINTMENTS

- A. Professor of Practice teaching appointments are full-time appointments made by the Dean, with the approval of the Provost. Subject to provisions below, these appointments may be renewed indefinitely by the Dean, with the approval of the Provost. Neither the initial appointment, nor any renewals thereof, however, leads to or grants tenure.
- B. A Professor of Practice is one whose academic responsibilities are oriented towards teaching and service rather than research, scholarship, or creative activity. The category is reserved for academic units that want their students to have instructors who can provide relevant experiential learning for their anticipated profession or career. The

ranks of Professor of Practice faculty shall be Assistant Professor of Practice, Associate Professor of Practice, and Professor of Practice. For purposes of this article, the term “Professor of Practice” (without a modifier) is used collectively to refer to all three categories.

- C. Minimum qualifications for an Assistant Professor of Practice are an appropriate graduate degree and ten (10) years of relevant profession experience. The minimum qualifications for Associate Professor of Practice are an appropriate graduate degree and fifteen (15) years of relevant profession experience. The minimum qualifications for Professor of Practice are an appropriate terminal degree and fifteen (15) years of relevant professional experience. A terminal degree may be substituted for up to five (5) years of relevant professional experience for the Assistant Professor of Practice and Associate Professor of Practice.
- D. Any Professor of Practice who is appointed to a fifth year of service, following completion of the fourth-year review process described below, will become a member of the CSU-AAUP faculty collective bargaining unit at the beginning of the fifth year of service. At this point, such a Professor of Practice will become a full voting member of their academic unit of appointment and shall be eligible to participate in all aspects of faculty governance except that they shall not serve on PRCs. Until a Professor of Practice becomes a member of the AAUP bargaining unit, their voting and governance rights will be determined as stated in the Faculty Personnel Policies (aka the “Green Book”) and relevant sections of college and department by-laws.

Except as provided below, appointments and renewals of appointment to Professor of Practice positions are made annually at the sole and exclusive discretion of the Administration, based on its assessment of programmatic and staffing needs, of fiscal and budgetary constraints affecting staffing and/or, if applicable, of satisfaction with fulfillment of duties and responsibilities of employment for the preceding term(s) of employment. If a Professor of Practice is denied reappointment for reasons of financial duress or curricular change, the department/school in which that Professor of Practice was appointed will not hire a new Professor of Practice in that position for at least two years. However, during that period, the department/school may rehire the Professor of Practice who was denied reappointment if the financial duress has ceased or if curricular changes warrant the Professor of Practice’s returning to that position.

- E. Prior to making an initial Professor of Practice teaching appointment, the faculty of the relevant Department/School shall select a search committee, as in Article 12.8, to consider candidates for Professor of Practice teaching appointments. The search committee shall make recommendations with respect to each candidate to the appropriate Department Chair or School Director, or Dean in colleges without Department Chairs or Directors. The search committee’s recommendations shall accompany any subsequent recommendations made by the Chair/School Director and other Administration representatives as part of the appointment process.
- F. Professors of Practice in their fourth year of service shall submit a dossier setting forth their qualifications for reappointment, which will undergo a preliminary review by the departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and the College PRC. After consecutive reappointments for an initial six years, reappointments to a Professor of Practice teaching position require an extensive teaching and professional service portfolio review which will take place during the sixth year. The standard that must be met is fully competent teaching and full engagement in the life of the Department.

The departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and the College PRC Committee will review the portfolio and advise the Dean on the reappointment. The Dean will forward his/her recommendation to the Provost who makes the decision on whether to reappoint the Professor of Practice member to the seventh year. After successful sixth-year review and upon reappointment to a seventh year of service, an Assistant Professor of Practice will be promoted to the rank of Associate Professor of Practice. No rank change will occur for Professors of Practice already at the associate or higher rank.

Following the review of the 4th year dossier for the “continued satisfaction with demonstrated performance” (and other materials deemed relevant to the evaluation) standard by the appropriate Peer Review Committee (Department and/or College) and the Chair and the Dean, the professor of practice shall be advised (1) that she or he is making substantial progress toward reappointment, or (2) that she or he has a reasonable chance of reappointment with additional effort, or (3) that she or he is unlikely to be reappointed and that a nonreappointment recommendation may ensue.

If the Provost approves, the Dean may subsequently reappoint the Associate or Professor of Practice to two (2) consecutive three (3) year appointments for the next six (6) consecutive academic years and after that period the Associate or Professor of Practice may be reappointed for subsequent periods of six (6) consecutive academic years. The subsequent reappointment reviews after the extensive review at the end of the initial six (6) year period will be less comprehensive. Each such review, the professor of practice shall be rated as “satisfactory” or “unsatisfactory.” The evaluation must specifically state the reasons for a “satisfactory” or “unsatisfactory” rating.

All reappointments shall only be approved by the Provost if there is (a) continued satisfaction with demonstrated performance (i.e., portfolio review as described above), (b) continued programmatic and staffing needs within the academic unit, and (c) continued budgetary resources supporting the position.

- G. After the extensive sixth-year portfolio review or subsequent reviews, the departmental PRC in Colleges which have opted for Departmental peer review, the Department Chair/School Director, and/or the College PRC Committee may recommend that an Associate Professor of Practice with a terminal degree be promoted to Professor of Practice based on a long-term and outstanding record of distinguished teaching and professional service at Cleveland State University. The Dean will forward his/her recommendation to the Provost who shall make the promotion decision. An Associate Professor of Practice who is not promoted to Professor of Practice, however, may still be reappointed at their current rank subject to the provisions on reappointments in Articles 12.3 C and F. Associate Professor of Practice may apply for promotion to Professor of Practice only twice during each six-year cycle

Standards for promotion:

(1) Teaching. The standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student concerns, open-mindedness, independence, and integrity, and above all, intellectual enthusiasm which is transmitted to students.

(2) Professional Service. A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint

AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the governance of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

(3) An individual seeking promotion to Professor of Practice shall submit a dossier for evaluation by the appropriate PRC containing a section on teaching with a statement of teaching philosophy, student and peer evaluations of classroom performance as well as syllabi, other course materials, and evidence of student achievement and a section on service detailing the contributions made by the individual to the department or school, College, University, discipline, and community. Research, scholarship, and creative activity may also be included in the dossier but are not mandatory for promotion to Professor of Practice.

According to procedures established in Article 9 of the Agreement, the denial of reappointment and/or promotion, after the individual has completed the initial six (6) year period and been reappointed, may be submitted directly to grievance and arbitration on the basis that such denial was demonstrably arbitrary, discriminatory, and capricious or in violation of the procedures established in this Agreement. An arbitrator may not award reappointment and/or promotion, but may remand the case back for reconsideration according to established procedures upon finding that the denial was in fact demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established by this agreement.

- H. Salaries of all categories of Professors of Practice who become members of the collective bargaining unit will be regulated under Article 17. Initial salary levels and subsequent salary increases for all categories of Professors of Practice, before they become members of the collective bargaining unit, are recommended by the Dean to the Provost and are based upon the University's budgetary resources, market considerations, years of service, and levels of meritorious service. Initial salary levels and subsequent salary increases require the Provost's approval.
- I. Professors of Practice shall enjoy the academic freedom protections described in Section 3344-11-05 of the Faculty Personnel Policies.
- J. Normally, Professors of Practice will teach 4 courses of 3 to 4 credits per semester, with the remainder of the 32 credits assigned to service or other defined activities. The faculty of the relevant Department/School will be consulted regarding assignments to teach upper-level undergraduate and graduate courses. Service may be expected of Professors of Practice by the Department and/or Colleges without release time from teaching duties, but if the Dean requires an extraordinary level of service the Professor of Practice may be given release time.
- K. Professors of Practice shall be eligible to apply for tenure track positions.
- L. The following sections of Article 13 shall not apply to Professors of Practice: 13.1A, D, E, and F.

12.4 VISITING APPOINTMENTS

Visiting appointments may be made as either a Visiting Professor or a Visiting College Lecturer with rank dependent on qualifications. Such appointments shall be made for one (1) year, with

the possibility to be renewed twice for one (1) additional year each, for a total of three (3) years. Should the Administration convert the visiting position to a permanent line (tenured or tenured track, college lecturer, clinical or professor of practice position), the visiting appointment may be renewed for an additional year, for a total of four (4) years. A person who served as a Visiting Faculty member in a position that was converted to a permanent position may apply for the permanent position. Visiting faculty who complete their appointment term are eligible for subsequent visiting appointments, as long as the appointments are not consecutive. Exceptions may be made in cases where a new Visiting position is qualitatively different from the prior appointment. Neither the initial appointment, nor any renewal thereof, leads to or grants tenure or promotion.

Regarding appointment, visiting appointments shall be subject to procedures that apply to College Lecturer appointments. The rank of visiting Professor or College Lecturer appointments shall be recommended by the search advisory committee of the academic department or college and approved by the Dean.

A Visiting College Lecturer who is appointed to a College Lecturer position, following the procedures in Article 12.2, may claim up to two years of service as a visitor to advance their review and promotion cycle. Such claims of service credit must be made no later than their date of appointment to the College Lecturer position, and shall be delineated in writing in their appointment letter.

A Visiting Professor's workload assignment will be determined by the workload guidelines of their college, pursuant to Article 13 of this Agreement. A Visiting College Lecturer's workload assignment will be determined by the lecturer guidelines in Article 12 of this Agreement.

12.5 RESEARCH AND CLINICAL FACULTY APPOINTMENTS

Individuals appointed to Research Faculty positions shall be entitled to the terms and conditions of employment under this collective bargaining agreement as articulated in Article 12.5 A only. Individuals appointed to Clinical Faculty positions shall be members of the faculty collective bargaining unit and shall be entitled to the terms and conditions of employment articulated in the collective bargaining agreement except as expressly limited in Article 12.5.

A. Research Faculty: This category of faculty may be appointed to any department/school or college based on external funding. The function of Research Faculty members is to dedicate their full professional commitment to research (and associated educational activities) in their department and college, under the terms of the grant or contract which provides their support. The salary, fringe benefits and indirect costs for these positions shall be paid from a grant, contract, or other soft money source. Research Faculty ranks are: Research Assistant Professor, Research Associate Professor, and Research Professor.

- (1) The search process and the initial appointment/selection shall be at the administration's sole discretion and design. The bargaining unit members of the department/school or college without departments shall approve the initial appointment rank only. The Dean will forward his/her recommendation regarding the appointment to the Provost who makes the decision.
- (2) The Research Faculty member shall be eligible for rank and promotion on the basis of the following criteria:

- (a) Research faculty shall possess the terminal degree in accord with the applicable provisions in the current collective bargaining agreement.
- (b) Minimum standards for appointment at each faculty rank, in addition to the criterion of an earned doctorate specified above:
- (i) Research Assistant Professor. Appointment to the rank of assistant professor shall be based on evidence indicating a record of effectiveness and achievements in conducting research or creative activities.
 - (ii) Research Associate Professor. Appointment or promotion to the rank of associate professor is based on evidence that the candidate possesses a sustained record of research or creative activities. In addition, the candidate shall demonstrate independence in the attainment of funding.
 - (iii) Research Professor. Appointment or promotion to the rank of professor is based on evidence of an outstanding record as a scholar or creative artist. In addition, the candidate shall be self-funded.
- (c) An individual seeking promotion shall submit a dossier for evaluation by the appropriate peer review committee (“PRC”) (the departmental PRC in colleges which have opted for departmental peer review or the college PRC in colleges which do not use department PRCs) demonstrating how the candidate satisfies the criteria for promotion. The appropriate PRC shall solicit a letter of evaluation and recommendation from the principal investigator(s) of the grant(s) supporting the candidate. The departmental PRC in colleges, which have opted for departmental peer review, the department chair/school director, and the college PRC committee shall review the dossier and advise the dean on the promotion. The dean shall forward their recommendation to the provost, who makes the decision on whether to promote the candidate.
- (3) The Research Faculty member’s employment contract shall govern his/her terms and conditions of employment including length of employment and termination of employment, regardless of bargaining unit membership. The employment contract shall also determine the available insurance/health and other benefits (Article 18), leaves of absence (Article 19), participation in the student fee authorization program (Article 21), and legal protection (Article 30).
- (4) At the time of initial appointment, the following provisions of the collective bargaining agreement apply to a Research Faculty member even though the Research Faculty member is not a member of the bargaining unit: academic freedom (Article 10 and Article 11.1), patents and copyrights (Article 23), professional ethics (Article 11.2), laboratory space (Articles 24.3, 24.4 and 24.5) and personnel files (Article 28).
- (5) The initial salary placement, subsequent increases/decreases in salary, compensation formulae and incentives, if any, shall be at the administration’s sole discretion, regardless of bargaining unit membership. The Dean will forward his/her recommendation regarding compensation to the Provost who makes the decision.

- (6) A Research Faculty member is not a member of the CSU-AAUP faculty collective bargaining unit unless and until he/she completes six consecutive and complete academic years of employment as a Research Faculty member.
- (7) The following provisions of the collective bargaining agreement do not apply to Research Faculty members, even those who are members of the faculty collective bargaining unit: salary (Article 17), length of contract, teaching/workload provisions, travel funds, reimbursable expenses, summer teaching, and professional leaves of absence.
- (8). After a Research Faculty member becomes a member of the CSU-AAUP faculty collective bargaining unit, all provisions of the collective bargaining agreement shall apply to him/her except those specifically excluded in Articles 12.5 A 3 and 12.5 A 7 above.
- (9) Neither the initial appointment nor any renewal thereof leads to the award of tenure. However, research faculty are eligible to apply for tenure-track positions.

B. Clinical Faculty. A Clinical Faculty member is one who holds at least a master's degree in a professional discipline and who is an expert practitioner of that discipline.

- (1) Clinical Faculty shall be assigned up to 16 credit hours per term of introductory/clinical instruction, or practical supervision of students, or a combination of these functions. The Dean has sole discretion to reduce the instructional workload of Clinical faculty in light of a Clinical faculty member's non-classroom contributions such as program coordination, amount of Clinical supervision, time spent in Clinical supervision, committee work, and professional service.
- (2) The Clinical Faculty member shall be eligible for appointment as stipulated in Articles 12.6, 12.7, 12.8, and 12.9
- (3) Clinical Faculty members are eligible to apply for non-clinical tenure-track positions.
- (4) The Clinical Faculty member shall be eligible for appointment and/or promotion and tenure on the basis of the following criteria:
 - (a) Appointment to the rank of Clinical Assistant Professor shall be based on evidence indicating promise of excellence in teaching and clinical supervision.
 - (b) Appointment or promotion to the rank of Clinical Associate Professor will be based on evidence of exceptional achievement as a teacher and clinical instructor.
 - (c) Appointment or promotion to the rank of Clinical Professor requires the qualifications of the preceding clinical ranks and an appropriate terminal degree. In addition, a Clinical Professor shall demonstrate sustained outstanding intellectual leadership in his or her field. Evidence of reputation in the discipline or a related discipline beyond the local community is required. In rare instances, promotion to the rank of Clinical Professor may be based in significant part upon sustained and generally acclaimed leadership in the realization of the mission of the University.

(d). Standards for promotion

(i) Teaching/Clinical Supervision. The standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student interest, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.

(ii) Professional Service. A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher and clinical supervisor, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the governance of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

12.6 TENURE TRACK PROBATIONARY APPOINTMENTS

A person appointed without tenure to a full-time faculty position is subject to termination on the terms set forth herein. Faculty members with probationary appointments shall serve a probationary period not to exceed six (6) years. Faculty members with probationary appointments are eligible for tenured appointments in accordance with the terms and procedures set forth herein.

12.7 TENURED APPOINTMENTS

Tenure is the status established by formal action by the Board of Trustees granting the prerogative of a faculty member to employment on a continuing basis by the University subject to dismissal only for specific causes specified in this Agreement and after due process also so specified.

12.8 PROCEDURES FOR APPOINTMENT TO THE BARGAINING UNIT FACULTY

A A Search Committee shall be formed as follows:

Members of the department, including the bargaining unit faculty and the department chair, will jointly determine the size, composition, and membership of the search committee. Either party may seek the advice of the dean or designee regarding the composition of the search committee. The members shall select the Chair of the Search Committee. Membership on the Search Committee shall be open, but not restricted, to all faculty in the bargaining unit. The Search Committee, with the cooperation of the Department Chairperson, will compose the job description pertinent to filling the position, and have it reviewed by the Office for Institutional Equity. All dossiers received subsequent to the public announcement of the position and before any announced closing date shall be reviewed by both the Search Committee and the Department Chairperson, and the Search Committee shall recommend candidates to the Department. The Department and the Department Chairperson shall agree on a process for interviewing candidates and shall reach agreement on which candidates to interview

After interviews are completed, the departmental Chairperson will convene a faculty meeting at which time the departmental members of the bargaining unit shall discuss the qualifications of each candidate and then vote on the acceptability of each candidate. The recommendations (acceptable or unacceptable) and the individual votes on each of the candidates and their probationary/tenure status shall be forwarded to the departmental Chairperson.

The departmental Chairperson shall send his/her recommendation, including salary range, rank, and tenure status, along with the recommendation of the Department faculty, to the Dean. The departmental Chairperson shall not recommend a candidate voted unacceptable by the Department faculty.

- B The Dean shall forward his or her recommendation to the Provost, along with the recommendations of the Department faculty and the Chairperson. The Dean shall not recommend a candidate voted unacceptable by the Department faculty. In the event that an offer cannot be extended because the pool of acceptable candidates has been exhausted, the Dean will initiate a conversation with the department and the Office for Institutional Equity about how to proceed.
- C The Provost shall forward his/her recommendation to the President along with the recommendations of the Department faculty, the Chairperson and the Dean.
- D The President shall recommend to the Board of Trustees the candidate selected for appointment.
- E Joint appointments to two or more Departments, Colleges, or academic units shall be made in accordance with the procedures for appointment to each such Department, College, or academic unit.
- F All procedures for appointment are subject to affirmative action guidelines.
- G Individuals who are recruited to Cleveland State University for appointment as administrators, who also desire a tenured appointment in an academic department, shall submit credentials to the academic department concerned. The department may request an interview with the individual. The bargaining unit members of the department shall vote by secret ballot as to whether the individual is acceptable for appointment to the department. The appropriate departmental PRC, or in those Colleges in which departmental PRCs do not exist, the bargaining unit members of the department, shall make a recommendation as to the individual's qualifications for tenured academic rank as set forth in Article 12.9 below. The recommendations shall then be forwarded to the chairperson of the department who will submit them along with his/her recommendation to the Dean.

12.9 CONDITIONS OF APPOINTMENT

Except for visiting, college lecturer, professor of practice, and research faculty appointments defined above, a full-time appointment to the faculty shall be either with tenure or subject to a probationary period as set forth below. Contracts accompanying appointments shall stipulate the following conditions: rank, tenure status, salary, and, if the appointment is without tenure, the length of the probationary period specifying the latest date by which a tenure decision shall be made. Absence of a statement with respect to tenure status shall not be construed as the granting of tenure. Subject to the limitations hereinafter set forth, a contract may specify that successive contracts shall be offered to the faculty member.

- A Instructor. An Instructor shall be offered a contract for one academic year, subject to termination procedures in this Agreement. An Instructor may be offered not more than three subsequent contracts in the rank of Instructor. An offer of a contract for a fourth year as an Instructor shall be accompanied by notice of termination.
- B Assistant Professor. An Assistant Professor shall be offered a contract for one academic

year subject to termination procedures specified in this Agreement and to the procedures for tenure review set forth below. An Assistant Professor may be offered subsequent annual contracts as specified below. The cumulative years of appointment in the ranks of Instructor and Assistant Professor shall not exceed seven, except as specified in the tenure section below.

C Associate Professor and Professor. An appointment to the rank of Associate Professor or Professor may be with tenure or may be subject to a probationary period.

- (1) If the appointment is with tenure, an Associate Professor or Professor shall be offered a contract for one academic year and must be offered subsequent one year contracts subject to dismissal only as specified in Article 8 of this Agreement.
- (2) If the appointment is without tenure, the Associate Professor or Professor without prior full-time college teaching experience shall be offered a contract for one academic year and may be offered not more than four subsequent one-year contracts unless tenure is granted, subject to termination procedures as specified in this Agreement. A contract for a fifth year without tenure shall be accompanied by notice of termination.
- (3) If the appointment is without tenure, the Associate Professor or Professor with one or more years of prior full-time college teaching experience shall be offered a contract for one academic year and may be offered not more than three subsequent one-year contracts unless tenure is granted, subject to termination procedures as specified in this agreement. A contract for a fourth year without tenure shall be accompanied by notice of termination.

12.10 QUALIFICATIONS FOR ACADEMIC RANK

A Faculty ranks are Instructor, Assistant Professor, Associate Professor and Professor.

B Possession of an earned doctorate in the discipline or a cognate field of study is required for all appointments above the rank of instructor. However, when the doctorate is not the required standard of attainment in a discipline or field of study, the Faculty Affairs Committee, upon petition from the appropriate Chairperson and Dean, may determine that a field is atypical. In rare cases, when there is a shortage of appropriate candidates in a given field, evidence may be submitted by the Dean of the College to the Faculty Affairs Committee requesting a temporary exception for the discipline or field of study. If the Faculty Affairs Committee is convinced of the need, a field may be exempted for a period not to exceed three years. At the end of the specified period, the Dean may request a renewal of the exception for a further limited period.

An exception to the requirement of the earned doctorate may be made in cases of outstanding intellectual leadership in the field, or in cases where there is extensive publication in refereed journals or of scholarly books which are deemed to be equivalent to an earned doctorate.

With respect to all such appointments made in the absence of an earned doctorate, at the time of initial appointment a statement establishing specific criteria to be applied in promotion and tenure decisions shall be agreed to in writing by the appointee, by the Departmental Peer Review Committee, the Department Chairperson, and the Dean.

C Minimum standards for appointment at each faculty rank, in addition to the criterion of an earned doctorate specified above.

- (1) Instructor. An instructor is appointed principally upon evidence that the candidate holds a Master's Degree or its equivalent, is well advanced upon doctoral or comparable study, if such is required in the discipline, exhibits good promise as a teacher and original scholar, and possesses the qualities for professional development.
- (2) Assistant Professor. Appointment or promotion to the rank of assistant professor shall be based on evidence indicating promise of teaching performance of a high order of effectiveness and professional growth and achievement, including the ability to conduct valuable research.
- (3) Associate Professor. Appointment or promotion to the rank of associate professor is based on evidence that the candidate is a fully competent teacher. In addition, the candidate shall demonstrate either:
 - (a) significant scholarship or creative work in addition to his or her dissertation, although such scholarly work may be an extension or reworking of dissertation material, provided it demonstrates independent work; or
 - (b) outstanding intellectual leadership beyond the University community; or
 - (c) exceptional achievement as a teacher.

The evaluation shall be made in accordance with the standards set forth in Article 12.14 of this Agreement.

- (4) Professor. Appointment or promotion to the rank of professor is based on evidence of sustained excellence in teaching. In addition, the candidate shall either:
 - (a) have an outstanding record as a scholar or creative artist, or
 - (b) shall demonstrate sustained outstanding intellectual leadership in his or her field. Evidence of reputation in the discipline or a related discipline beyond the local community is required.

In rare instances, promotion to the rank of professor may be based in significant part upon sustained and generally acclaimed leadership in the realization of the mission of the University.

The evaluation shall be made in accordance with the standards set forth in Article 12.14 of this Agreement.

- (5) Outstanding intellectual leadership for the purposes of these rules means the attainment of a position of prominence in the field which is demonstrated by activities (other than simply holding positions in committees and organizations) evidencing that the candidate has played a major role in developing a policy or program in the field which can be documented by papers, reports or other

tangible evidence appropriate to the discipline. Sustained outstanding intellectual leadership for the purposes of these rules means that a candidate shall have attained a significantly higher level of prominence in the field than that required for promotion to the rank of Associate Professor and shall have maintained such a position of prominence for a significantly longer period of time.

- (6) Exceptional achievement as a teacher for the purposes of these rules refers to outstanding performance as a teacher in the classroom, significant accomplishments in the development of courses and teaching methods, and significant contributions through the preparation of teaching materials. Evidence of good teaching may include longitudinal peer evaluations, student evaluations, teaching portfolios, papers, reports, and other materials submitted for this purpose.
- (7) In addition, commitment to acceptable professional ethics and academic responsibility shall be a relevant consideration in appointments and promotion. The University will be guided by the AAUP Statement on Professional Ethics in this regard.

12.11 TENURE

A Time Limits

- (1) Evaluation for tenure of faculty members whose original appointment was as Instructor or Assistant Professor must take place no later than the sixth year of the probationary period. If the Board grants tenure, it shall become effective with the beginning of the next academic year. If tenure is not granted by the end of the probationary period, the appointment for the next academic year will be a terminal appointment. Faculty members on such a terminal appointment may not be candidates for promotion/tenure unless a review is mandated as part of the resolution of a grievance.
- (2) Unless granted at the time of the original appointment in the rank of associate professor or professor, tenure may be granted during a probationary period which shall not exceed three years or, for a person without previous full-time college teaching experience, four years. Faculty members whose original appointment was as instructor or as assistant professor shall have a probationary period not exceeding six years.
- (3) In computing years of service in fulfillment of this six-year maximum probationary period, credit shall be given for a maximum of two (2) years of prior service if the service includes all of the following characteristics: (1) full-time; (2) tenure-track; (3) in a position requiring research; and (4) service performed post-terminal degree. The absence of any one of these characteristics would not qualify the prior service for credit. Except for tenure-track Instructors hired at Cleveland State University, the above parameters also apply to all faculty, including college lecturer and visiting positions (but excluding professional staff positions) with prior service at CSU.

For faculty hired as pre-terminal degree tenure-track Instructors at CSU, all years count toward the probationary period except that the faculty member may choose not to count up to two (2) years of such service. At the time of moving to the Assistant Professor rank, the faculty member wishing not to count such service must so inform the Dean and Department Chair/School Director in writing.

(4) A faculty member whose original appointment was as Instructor or Assistant Professor may request an extension of the probationary period for the following reasons:

(a) Extended illness or disability of the faculty member;

(b) Providing primary care for an immediate family member (i.e., spouse or domestic partner, a child, or parent) who is ill or disabled; or

(c) Providing primary care for a child under 18 months of age (the child must be living with the faculty member who provides the primary care).

Extensions may be requested whether or not the faculty member qualifies for or takes a leave of absence.

Timing

Requests for extension of the probationary period may be submitted at any point in the first five years of the probationary period, but no later than March 1 of the fifth year. Extensions must be requested during the period of care, illness, or disability, and not retroactively.

Procedure

A faculty member must timely submit the request to the Provost, including the proposed new tenure date, along with a current CV and evidence to substantiate the qualifying reason for the extension.

(a) If the request is for the faculty member's own health condition or disability, any medical information shall be submitted to the Human Resources Department in accordance with the ADA Reasonable Accommodation Guidelines.

(b) If the request for extension is to provide primary care for a child, a copy of the birth certificate must be provided (unless it has been submitted to Human Resources for benefits purposes), along with a certification by the faculty member of primary care provider status.

(c) If the request for extension is to care for an ill or disabled family member, the request must include documentation from a health care provider that such care is required and a certification by the faculty member that the faculty member is providing the primary care.

Decision making

(1) Decisions regarding the granting of an extension are based on:

(a) Verification of the condition(s) leading to the request; and

(b) Verification that the faculty member demonstrated significant progress toward achieving the standards for tenure prior to the condition(s) leading to the request.

(2) The Provost may consult with the relevant department chair/head and/or dean about the request.

(3) If the faculty member seeks the extension based upon the faculty member's own health condition, the request may be considered as a request for reasonable accommodation under the Americans with Disabilities Act and considered by the Provost in accordance with applicable guidelines and forms designated by the Department of Human Resources and in consultation with the Employee ADA Coordinator.

(4) The Provost's decision is final and shall not be subject to the grievance procedure contained in this Agreement.

Length of Extension

(i) Initial extensions may be granted for one year.

(ii) Total duration of allowable extensions of the probationary period is two years, with the second year being either an approved continuation of the original extension or a new extension for another reason. The faculty member must initiate a request for a second extension.

(5) If tenure is not granted at the end of the probationary period, notice of termination shall be given, according to the procedures below.

B Tenure and Rank

Tenure may be granted only to faculty members of the rank of Associate Professor or Professor. Promotion to the rank of Associate Professor or Professor must be accompanied by the granting of tenure. The awarding of tenure to a faculty member already holding the rank of Associate Professor or Professor is based on evidence that the candidate continues to meet the standards outlined above.

12.12 PROCEDURES FOR THIRD AND FIFTH YEAR REVIEW

Assistant professors in their third and their fifth years of full-time service shall submit a dossier setting forth their qualifications for promotion and tenure. Faculty credited with two years of prior service shall be exempt from submitting a dossier in their first year, but a review of such faculty shall occur in the second year of service to CSU. Dossiers shall be submitted on or before October 7 of the third and fifth years to the Departmental PRC, in Colleges which have opted for Departmental peer review, or to the College PRC in Colleges which do not use Departmental PRCs. Failure to submit a dossier may result in the issuance of a terminal contract.

The following timetable shall be followed for the subsequent steps of the review in Colleges which have opted for Departmental peer review: Departmental PRC to Chair/School Director by October 31; Chair/School Director to Dean for transmittal to College-wide PRC by November 14; College-wide PRC to Dean by December 15; Dean completes review by January 15. In Colleges which do not use Departmental PRCs, the corresponding timetable shall be: College PRC to Chair/School Director by November 14; Chair/School Director to Dean by December 15; Dean completes review by January 15.

Following review of the dossier (and other materials deemed relevant to the evaluation) by the appropriate Peer Review Committee (Department and/or College) and the Chair and the Dean, the faculty member shall be advised (1) that she or he is making substantial progress toward promotion and tenure, or (2) that she or he has a reasonable chance for promotion with additional effort, or (3) that she or he is unlikely to be promoted and that a nonreappointment recommendation may ensue. At each stage of the review, copies shall be provided to all concerned similar to the practices mandated in Article 12.13C (2) and (3) of this agreement. Subsequent to the review, the PRC(s), Chair/School Director, or the Dean may initiate the process for a recommendation for nonreappointment pursuant to Article 12.15. Such initiation shall occur by February 15. Unless an assistant professor is recommended for promotion and tenure or is sent a notice of nonreappointment, the advice to the faculty member is to be deemed a current status report which is subject to revision in subsequent reviews.

12.13 PROCEDURES FOR PROMOTION AND TENURE

A Submission of the Dossier

Faculty wishing to be considered for promotion and/or tenure shall notify the Chair of the appropriate Peer Review Committee (Departmental or College) and submit a preliminary dossier suitable for external review by the first Monday in April of the previous academic year and a completed final dossier by the following September 1.

Associate Professors seeking promotion to Full Professor may apply only twice within any given four-year period. The four-year period will be measured backward from the date of the submission of the preliminary dossier in the spring.

Faculty in the fifth year of a probationary appointment shall be notified by the Dean that they must submit a dossier in their sixth year. Failure to submit a dossier may result in the issuance of a terminal contract.

B Composition of Peer Review Committees

All colleges shall have College-wide Peer Review Committees for the purpose of peer review of a candidate's credentials.

(1) A College-wide Peer Review Committee shall be elected by full-time members of the bargaining unit within the College with membership restricted to tenured members of the bargaining unit, a majority of whom must hold the rank of Professor. The Committee shall select its own Chair. The committee shall normally be composed of seven faculty members, but no fewer than five.

(2) In addition, colleges may opt to have Departmental Peer Review Committees. Departmental Peer Review Committees shall be elected by full-time members of the bargaining unit in each Department with membership restricted to tenured members of the bargaining unit. The Committee shall select its own Chair.

C Functions of Peer Review Committees (PRC), Chairs and Deans

(1) The PRC shall consider all dossiers submitted by candidates for promotion and/or tenure, and shall be responsible for securing external reviews of the candidate's scholarship in a timely manner. The PRC may also consider additional materials it deems relevant to the evaluation. All materials

considered at each stage of the promotion and tenure process shall be forwarded for consideration to the next stage in the process.

- (2) In Colleges which do not use Department PRCs, the College-wide PRC shall meet to hold an organizational meeting by September 2 to review all dossiers for promotion and/or tenure. Separate recommendations on each candidate, with supporting reasons, shall be submitted to the respective Chairs no later than October 1. A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire Committee membership. Committee members who have recused themselves from a particular candidate's evaluation shall not participate in the discussions of that candidate's qualifications nor shall they be counted as committee members in any voting regarding that candidate. Should a candidate receive less than a majority recommendation the Committee shall be considered not to have made an affirmative recommendation. A minority statement may also be submitted together with an indication of the number of committee members supporting the statement. A copy of both the majority and the minority statement shall be supplied to the candidate.

Following review of the dossiers and all supporting materials, the respective Chairs will make their recommendations to the Dean by October 15. The Chairs shall also forward the recommendations of the PRC to the Dean at this time. Each candidate and the PRC shall receive a copy of the chair's recommendation.

- (3) In Colleges which have opted for Departmental peer review, Department PRCs shall meet to hold an organizational meeting by September 2 to review all dossiers for promotion and/or tenure. Separate recommendations, with supporting reasons, on each candidate shall be submitted to the Chair no later than September 21. A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire Committee membership. Committee members who have recused themselves from a particular candidate's evaluation shall not participate in the discussions of that candidate's qualifications nor shall they be counted as committee members in any voting regarding that candidate. Should a candidate receive less than a majority recommendation the Committee shall be considered not to have made an affirmative recommendation. A minority statement may also be submitted together with an indication of the number of committee members supporting the statement. A copy of the majority statement and the minority statement (if any) shall also be supplied to the candidate at the time the statement(s) are supplied to the department chair.

Following review of the dossiers and all supporting materials, the Chair shall submit his/her recommendations, along with recommendations of the Departmental PRC to the Dean no later than September 30. These materials shall be made available to the College-wide PRC by October 1. A copy of the Chair's recommendation shall be supplied to the candidate and the Departmental PRC by September 30.

The College-wide committee shall review the recommendations of the Departmental PRCs and Chairs to ensure that standards in the respective disciplines have been met in a way that comports with the maintenance of College-wide standards. The Committee shall make separate decisions on each candidate, with supporting reasons for its decision. The recommendations of the College-wide PRC shall be forwarded to the Dean by November 8. A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire

Committee membership. Should a candidate receive less than a majority recommendation the Committee shall be considered not to have made an affirmative recommendation. A minority statement may also be submitted together with an indication of the number of committee members supporting the statement. A copy of both the majority and the minority statement shall be supplied to the candidate, to the Departmental PRC, and the Chair.

- (4) The Dean will submit to the Provost his/her recommendation on each candidate no later than December 1. The recommendation shall be accompanied by the candidate's dossier and the recommendations of the PRCs and the Chair. Copies of the Dean's recommendation shall be sent to the PRCs, the Chair and the candidate. At this point, candidates may make a written request to the Provost for copies of letters from external referees.

D The University-Wide Peer Review Committee and the Provost

A University-wide PRC shall be established consisting of seven tenured members of the bargaining unit holding the rank of Professor. The Committee shall select its own Chair. The Colleges of Business Administration, Education and Human Services, Engineering, Liberal Arts and Social Sciences, Science and Health Professions, and Urban Affairs shall each elect one member to serve on the University-wide PRC. The seventh member of the University-wide PRC will be elected at large from the entire bargaining unit. The Faculty Senate shall conduct the election for the at-large member. The term of service for all members shall be two years.

It is the function of the University-wide PRC to study dossiers and make recommendations to the Provost at least in those cases where conflicting recommendations have been made by the Departmental PRC, the College PRC, the Chair or the Dean. In addition, the Provost may refer any or all other cases to the University-wide PRC for consideration and recommendation. If a candidate's case comes to the Provost with uniformly negative recommendations from the previous levels of review, the Provost shall solicit a response from the candidate before making his/her decision on sending the case to the UPRC for its consideration and recommendation. In the cases where there have been conflicting recommendations, the University-wide PRC shall solicit comments and supplementary materials from the candidate, the PRCs, the Chair, and the Dean. In no case does the University-wide PRC have the authority to hold hearings concerning dossiers. It shall forward its recommendations on all candidates for promotion and/or tenure, with supporting reasons, to both the candidate and the Provost, as well as the Dean, College PRC, Chair, and Departmental PRC (where applicable) by January 25.

The Provost shall consider all documents and recommendations, giving particular attention to the University-wide PRC's recommendations and forward his/her recommendations to the President by February 15. In no instance shall the Provost recommend persons lacking the support of at least one of the faculty committees which have considered the case. If the Provost declines to support a candidate having uniformly favorable recommendations, the Provost must discuss the case with the University-wide PRC. Copies of the Provost's recommendation shall be sent to the candidate, UPRC (where applicable), Dean, College PRC, Chair, and Departmental PRC (where applicable) by February 15.

E Official Notification

On or before April 15, each candidate shall be notified by the appropriate administrative officials of the decision with respect to promotion and/or tenure.

F Grievance

According to procedures established in Article 9 of this Agreement, the denial of promotion and/or tenure may be submitted directly to grievance and arbitration on the basis that such denial was demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established in this Agreement. An arbitrator may not award promotion and/or tenure to a probationary faculty member, but may remand the case back for reconsideration according to established procedures upon finding that the denial was in fact demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established in this Agreement. When this occurs, the candidate shall be considered only on the basis of accomplishments completed and/or in progress during his/her probationary period. If successive reconsideration is awarded, the Arbitrator may award another one (1) year terminal contract so that the faculty member will remain employed as a faculty member for the year in which the reconsideration occurs. Any additional years shall not under any circumstances be construed to confer tenure.

G Withdrawal

If a candidate receives an unfavorable recommendation at any stage, the candidate may withdraw from consideration unless it is the sixth year of a probationary appointment.

H Special Provisions on Joint Appointments

In cases of joint appointments, the candidate's dossier shall be submitted to the Department, college, or academic unit with primary responsibility for the appointment. That unit shall consult with the other concerned academic unit(s) before making its recommendations concerning promotion and/or tenure.

12.14 STANDARDS FOR GRANTING PROMOTION AND TENURE

In 2012, a collaborative committee composed of an equal number of faculty appointed by the CSU-AAUP and academic administrators appointed by the administration developed specific criteria to assure University-wide application of standards for granting promotion and tenure. These recommendations were approved by the Office of the Provost and endorsed by Faculty Senate and can be found at the Promotion and Tenure Task Force website.

The following shall be considered in evaluating faculty for promotion and tenure:

- A Teaching. The highest standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student interest, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.
- B Creative Achievement². The standard of scholarship requires a working commitment to inquiry and research and to creative achievement. The University obligation for the generation of new knowledge and practices imposes a responsibility for creativity, whether in inquiry and investigation, writing, design, and production, or in the performing and fine arts. In the best of scholars and the best of teachers, creative inquiry is joined with effective classroom teaching. Candidates for promotion/tenure who submit co-authored material for review shall also provide an explanation of their contribution to such materials.

² Significant creative work may include appropriate peer-acclaimed artistic achievement and/or products developed from one's research that have significant commercial value for the university or members of the community.

- C Professional Service. A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher and creative scholar, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the government of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

12.15 NONCONTINUATION OF A PROBATIONARY APPOINTMENT

- A A faculty member who is subject to a probationary period will receive successive annual contracts for each year of such probationary period unless: (1) the original contract states the contrary, or (2) the University has made the decision to terminate the appointment pursuant to the following procedures and has given timely notification according to the provisions of this rule.
- B A faculty member with a probationary appointment in the first year of service at the University may be terminated by written notice given to the faculty member on or before March 1 of the first year. The termination shall be effective as of the end of the contract year.
- C A faculty member with a probationary appointment in the second or third years of service at the University may be terminated by written notice given to the faculty member on or before December 15 of the second or third year. The termination shall be effective as of the end of the contract year.
- D A faculty member with a probationary appointment in the fourth, fifth, or sixth year of service at the University may be terminated by written notice given to the faculty member on or before June 1 of the previous academic year. The termination shall be effective as of the end of the contract period in June of the subsequent year.
- E Recommendations for the nonreappointment of a faculty member's services may originate with a Peer Review Committee, the Chairperson, or the Dean. The written recommendation of nonreappointment should occur at least eight weeks before the notification dates set forth above for a faculty member in the first, second or third year of service. For a faculty member in the fourth, fifth or sixth year of service, the written recommendation of nonreappointment shall occur by February 15. A faculty member whose nonreappointment is recommended shall be given an opportunity to submit materials in his or her behalf before any further recommendations are made by the various parties as specified in 12.15F. Regular academic year contracts shall be considered to expire on the third day after the spring commencement ceremony.
- F Whatever the origin of the recommendation for nonreappointment, the Peer Review Committee(s), the Chairperson, and the Dean shall consider the faculty member's qualifications, along with any additional materials submitted in his/her behalf, or instructional need, and make a recommendation to the Provost. If the several recommendations are in conflict, the Provost shall refer the matter to the University Peer Review Committee for its recommendation. The Provost shall consider all the recommendations and forward them, together with his or her own recommendation, to the President.
- G Notice of termination shall be effective if delivered to the faculty member's office on

campus and signed for by the date specified, or if mailed by certified mail, return receipt requested, two days prior to the date specified to the faculty member's residence as last reported to the appropriate CSU office.

- H Probationary faculty who receive a notice of termination shall not be eligible to apply for promotion/tenure in their terminal year of employment unless a review is mandated as part of the resolution of a grievance.
- I Grievance. According to procedures established in Article 9 of this Agreement, the nonreappointment may be submitted directly to grievance and arbitration on the basis that such nonreappointment was demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established in this Agreement. An arbitrator may not award promotion and/or tenure to a probationary faculty member, but may remand the case back for reconsideration according to established procedures upon finding that the nonreappointment was in fact demonstrably arbitrary, discriminatory, and capricious or in violation of procedures established in this Agreement.

12.16 CONFLICT OF INTEREST

- A Any member of a College-wide PRC who has also served on a Departmental PRC in the same promotion/tenure cycle shall recuse herself/himself from cases considered by that Departmental PRC. (No faculty member shall consider the same case twice in a given cycle.)
- B No person shall initiate or participate in any decision involving a direct benefit (e.g., initial appointment, continuance of nontenured appointment, tenure, salary increment, leave of absence) to a member of his or her "immediate family" (here defined as spouse, parent, child, sibling, grandparent or grandchild). Where such a relationship exists, the Provost shall approve a procedure which shall eliminate such related person from any role in direct benefit decisions affecting the other related person. The President shall replace the Provost in the function described above if the Provost is so affected.
- C No faculty member seeking, or having been nominated for, tenure and/or promotion shall participate in any deliberations or decisions made by the same PRC during the academic year in question. Agreement to serve on a PRC shall be construed as agreement not to receive direct benefits from decisions made by the committee.
- D No faculty member shall participate in the discussion and/or vote in a given personnel action both at the University-wide PRC level and at either the college or Departmental PRC level. If the entire faculty of a college constitutes its PRC, the conflict-of-interest provision would be invoked only when a member of the University-wide PRC has been delegated a substantial role other than as a voting member of the body in the evaluation process at an earlier stage. The faculty member shall choose at which level to participate.
- E If a Chair or other Administrator is a candidate for promotion in faculty rank, he/she shall recuse him/herself from participating in the decision on other candidates for the same rank. However, if a candidate requests a Chair or other Administrator to submit material to be included in his/her dossier before the dossier is submitted to the PRC, the Chair or other Administrator may comply with the request.

12.17 MISCELLANEOUS

- A The current contract constitutes an Agreement in regard to conditions that will follow ratification of the contract. The Board of Trustees recognizes and affirms the continuance of the existing assignments of tenure and rank that were already in effect prior to the date on which this contract shall go into effect.
- B
 - (1) The specific terms or special conditions of any individual letter of initial appointment of a faculty member of the bargaining unit shall not contradict any criteria for promotion and tenure set forth in this article or in any college and/or departmental bylaws.
 - (2) A copy of Article 12.17 B (1) shall be included in the text of any letter of appointment.
 - (3) The specific terms or special conditions of any individual letter of initial appointment of a faculty member of the bargaining unit entered into prior to May 18, 1995 shall be controlling.
- C When a tenured faculty member leaves the bargaining unit for another majority-time position in the University, that individual, as long as the individual remains in continuous full-time employment at the University, shall retain his or her tenure and the right to return to a tenured position within the bargaining unit.
- D. Grievances alleging procedural violations with regard to a third /fifth year review, promotion/tenure, and non-continuation of a probationary appointment may be filed only one time—at the point when promotion/tenure is formally denied to a member of the bargaining unit or at the point when a formal letter of non-reappointment is delivered to a member of the bargaining unit.

ARTICLE 13

FACULTY WORKLOAD

13.1 CSU FACULTY WORKLOAD GUIDELINES.

Teaching, research and providing public, departmental and University service are together regarded as normal and necessary in fulfilling an academic appointment. Such an appointment implies that faculty members will do their fair share in student advising and serve on departmental, college, and University committees in assisting in the day-to-day operations of the academic enterprise. Where appropriate, it is expected that faculty members will contribute their expertise to the public good.

Policy Guidelines:

- A. The normal instructional activity for a full-time faculty member shall range from 50% to 80% of the average workweek. Departments will determine the portion of instructional time devoted to undergraduate and graduate instruction. (Here and elsewhere, the term "department" shall be understood to include program units in colleges without academic departments. Likewise, the expression "department chairperson" shall be understood to include program directors or other appropriate administrators in colleges without academic departments.)