

## Memorandum of Agreement (MOA)

between Montclair State University (the University) and AFT Local 1904 (the Local), collectively referred to as “the Parties,” regarding the Agreement on Teaching Faculty (NTTPs)

The Parties are fully agreed on the previously tentatively agreed-to sections of the Agreement on Teaching Faculty (NTTPs). The Parties agree that, together, these sections constitute the Agreement regarding the Teaching Faculty. This Agreement supersedes and replaces the previous Instructional/Clinical Specialists Final Agreement (2015) and amendments thereto.

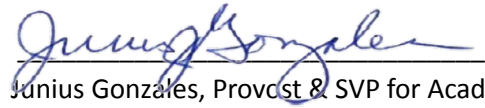
In witness whereof, the Parties have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

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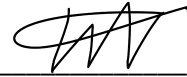
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For Montclair State University



Junius Gonzales, Provost & SVP for Academic Affairs

For AFT Local 1904



Hugh Curnutt, VP for Negotiation

October 10, 2024

## 1. Titles and Salary

### 1.1 Titles

- A. This Agreement applies to the following ranked titles for Non-Tenure-track Positions (NTPs) which, together, comprise the Teaching Faculty.
  - a. Lecturer
    - i. Bachelor's degree and/or postgraduate degree appropriate to the discipline or substantive record of accomplishment consistent with professional standards.
    - ii. Teaching experience, professional experience, or licenses appropriate for the range of courses to be taught and student activities to be supervised.
    - iii. No more than five percent (5%) of the Teaching Faculty shall have the ranked title of Lecturer. If, due to attrition, the proportion of Teaching Faculty with the title Lecturer exceeds five percent (5%), no new appointments shall be made at the rank of Lecturer until the proportion is again below five percent (5%).
  - b. Assistant Teaching Professor
    - i. Advanced degree (master's or doctoral) appropriate to the discipline or substantive record of accomplishment consistent with professional standards.
    - ii. Teaching experience, professional experience, or licenses appropriate for the range of courses to be taught and student activities to be supervised.
  - c. Associate Teaching Professor
    - i. Advanced degree (ordinarily doctoral) appropriate to the discipline, or substantive record of accomplishment consistent with professional standards.
    - ii. Teaching experience, professional experience, or licenses appropriate for the range of courses to be taught and student activities to be supervised.
    - iii. Demonstrated excellence over a period of years (ordinarily at least six (6)) in carrying out the full range of duties associated with teaching.
  - d. Teaching Professor
    - i. Advanced degree (ordinarily doctoral) appropriate to the discipline, or substantive record of accomplishment consistent with professional standards.
    - ii. Teaching experience, professional experience, or licenses appropriate for the range of courses to be taught or supervised.
    - iii. Demonstrated excellence over a period of years (ordinarily at least ten (10)) in carrying out the full range of duties associated with teaching.

B. *Local Title and Exclusions*

- a. The above-listed titles are working titles for local use and do not constitute positions with Academic Rank as specified in N.J.S.A. 18A:60-1, et seq. (the Tenure Law). The Teaching Faculty is distinct from the Faculty as specified in the Tenure Law, and the Tenure Law is therefore not applicable to positions with these titles.
- b. The use of the term "Teaching Faculty" in any part of the Local Selected Procedures Agreement (specifically including the Table of Contents, as well as Sections 3.14 and 13.13) that was made effective prior to the date of execution of this Agreement does not apply to the Teaching Faculty positions established pursuant to this Agreement as a specific local title for NTPs, nor to the individuals appointed to, and employed in, such positions.

**1.2 Salaries**

- A. Members of the Teaching Faculty shall have a salary range and step as per the Statewide Agreement, except as provided by Section 1.2.B. The following salary ranges shall be applicable:

| Title                        | 10-month   | 12-month   |
|------------------------------|------------|------------|
| Lecturer                     | 18         | 21         |
| Assistant Teaching Professor | 19, 20, 21 | 22, 23, 24 |
| Associate Teaching Professor | 23, 24, 25 | 26, 27, 28 |
| Teaching Professor           | 27, 28, 29 | 30, 31, 32 |

B. *Salary not Specified by Range and Step on Salary Guide ("X")*

- a. In lieu of a designated range, an individual may have a range of "X" which indicates a position that has no salary range or step, with a salary exceeding the salary of the highest range and step otherwise specified for the given rank and appointment.
- b. Members of the Teaching Faculty without a salary range and step ("X"):
  - i. shall only receive across-the-board increases otherwise applicable to those with a specified salary range;
  - ii. May apply concurrently with reappointment for an increase in salary, to take effect upon reappointment, equal to the amount of the average increment available to other members of the Teaching Faculty at the same academic rank;

- iii. shall, upon promotion in rank, receive an increase in salary of at least five percent (5%), and may be placed in a range and step in the new rank, provided that the step is the one closest to, but not less than, a five percent (5%) increase in salary.
  - c. Not more than fifteen percent (15%) of the members of the Teaching Faculty shall be without a salary range and step ("X").
- C. The University may hire a member of the Teaching Faculty at any step of any salary range, including "X," as associated with their rank.
- D. Members of the Teaching Faculty shall receive across-the-board increases, step increments, and additional payments or other considerations according to their range and step under equivalent terms as provided for in the Statewide Agreement.
- E. The University may, at its discretion, increase the salary of any member of the Teaching Faculty to any step of any range, including "X", associated with their rank in response to a bona fide offer of employment or when it believes a bona fide offer of employment could be imminent because of recent achievements and/or other factors. In any case when the University increases the salary of a member of the Teaching Faculty under this provision, the University shall provide written notice of the same to the Local.

## 2. Roles and Responsibilities

### 2.1 Overall Roles and Responsibilities

- A. The primary responsibilities of the members of the Teaching Faculty are instruction as well as supervision of students' clinical work and internships. The duties and responsibilities of members of the Teaching Faculty shall not include scholarship, research, nor creative work.
- B. During the Period of Instruction, members of the Teaching Faculty in both ten-month (10-month) and twelve-month (12-month) appointments, shall be present in-person as needed to perform their assigned responsibilities and duties, and shall be accessible to students, instructors, and staff through normal, electronic, telephonic, or written modes of communication.
- C. For members of the Teaching Faculty with twelve-month (12-month) appointments, in calendar weeks outside of the Fall and Spring Terms during which they have an instruction assignment, shall continue their performance of assigned duties, responsibilities, as well as accessibility to staff and students, through normal, electronic, telephonic, and written modes of communication.
- D. In each week of instruction, members of the Teaching Faculty shall schedule three (3) hours of availability to meet students without prior appointment ("office hours"), and shall inform students of these hours as well as their availability by appointment at other reasonable times.
- E. Members of the Teaching Faculty are expected to remain current in their respective areas of expertise and in their teaching practice. Opportunities for professional development will be provided consistent with this expectation.
- F. Members of the Teaching Faculty are expected to perform service for their primary academic unit, school/college, and/or the University as a whole. Service to the wider community is also valued (but not expected).
- G. Members of the Teaching Faculty may participate in the application for, and implementation of activities supported by, external grants or contracts consistent with their duties and responsibilities, and/or contracts consistent with their duties and responsibilities, and/or within the scope of their duties and responsibilities. This participation excludes serving as the Principal Investigator.
- H. Where pertinent, Members of the Teaching Faculty shall have voting rights similar to Tenure-track Faculty. In particular, members of the Teaching Faculty shall have the right to vote in the election of the chairperson/associate director for faculty in the department/school to which they are appointed.

## 2.2 Assigned Duties

### A. *Regular Load*

The overall load for a member of the Teaching Faculty shall be a maximum of twenty-four (24) Term Credit Hours (TCH) per academic year for ten-month (10-month) appointments, and a maximum of thirty (30) TCH per academic year, including the succeeding summer term, for twelve-month (12-month) appointments. These maximum TCH limits do not include Overload (cf. 2.2D).

### B. *Instruction*

Teaching assignments shall not require more than sixteen (16) TCH, nor more than three (3) different course preparations, in either the fall or spring terms. For twelve-month (12-month) appointments, teaching assignments shall not require more than eight (8) TCH, nor more than two (2) different course preparations, in the summer term. Every effort will be made to assign a reasonable weekly schedule. These maximum TCH limits do not include Overload (cf. 2.2D).

### C. *Non-Instruction*

#### a. *Assignment*

- i. The appointment of a member of the Teaching Faculty may include specified non-instruction duties within their overall load, consistent with their expertise and the programmatic needs of their academic unit. Examples of such assignments include, but are not limited to: academic program coordinator, graduate program coordinator, course coordinator, academic advising, supervision of student teaching, clinical work and/or internships.
- ii. The total load of non-instruction assignments, not including supervision of student clinical experiences and internships, shall not exceed three (3) TCH per term, unless mutually agreed to by the Parties.
- iii. In the event that such additional non-instruction duties are anticipated to continue through the remainder of an appointment, the appointment letter shall be revised accordingly and re-issued without change to the other terms and conditions (e.g., term, salary, and anniversary date).

#### b. *Reporting*

- i. Prior to the commencement of each term, and prior to the allocation of non-instruction assignments to individual Teaching Faculty members beyond those specified in their appointment letters, the Provost or designee will notify the Local as to such allocations and the contemplated manner of selecting individual members of the Teaching Faculty who will receive them.

- ii. No later than sixty (60) calendar days after the start of the term, the Provost or designee shall provide to the Local the actual non-instruction assignments, and the associated TCH, for members of the Teaching Faculty in the current term.
  - iii. The University shall notify the Local of any and all instances in which the non-instruction assignments exceed four (4) TCH for an individual member of the Teaching Faculty in a given term.
  - iv. The actual assignments, and TCH per assignment, for members of the Teaching Faculty shall be reported and recorded by the same means as used for Tenure-track Faculty.
- c. *Review (and Possible Conversion of Position to Professional Staff)*
- i. In the event that the actual assigned duties of an individual member of the Teaching Faculty are more than fifty percent (50%) non-instruction duties (i.e., duties other than instruction and/or supervision of student clinical experiences and internships) for more than one academic year, the University shall review the position for potential conversion to a Professional Staff position at the conclusion of an academic year.
  - ii. The University shall notify the Local of the results of the review, including any intended conversion of the position to a Professional Staff Title.
  - iii. Conversion may take effect during the term of an appointment.
  - iv. Such conversions shall be subject to Article XXII of the Statewide Agreement, Anniversary Dates, Pay Adjustments and Payroll. Upon conversion, the Professional Staff position shall be classified at a range and generic title that aligns with the Professional Staff classification structure and results in no reduction in salary, nor range.
  - v. After conversion, previous service as a member of the Teaching Faculty shall be counted as prior service as member of the Professional Staff where length-of-service is used to determine terms and conditions of employment and subject to the reappointment processes for processes for Professional, including eligibility for multi-year reappointment and notice of non-reappointment.
  - vi. After conversion, any further personnel actions or changes in the individual's appointment, including a change from a ten-month (10-month) to a twelve-month (12-month) appointment, shall be according to the established terms, conditions, and procedures applicable to the members of the Professional Staff.



**D. *Overload***

- a. For individuals with ten-month (10-month) appointments, assignments that result in a total load greater than twenty-four (24) TCH in a given academic year shall be voluntary and shall be compensated as Overload. For individuals with twelve-month (12-month) appointments, assignments that result in a total load greater than thirty (30) TCH in a given academic year and succeeding summer term shall be voluntary and shall be compensated as Overload.
- b. Assignments that result in a total load of greater than sixteen (16) TCH in the fall or spring term shall be voluntary and shall be compensated as Overload. For members of the Teaching Faculty with twelve-month (12-month) appointments, assignments that result in greater than eight (8) TCH in the summer term, shall be voluntary and shall be compensated as Overload.
- c. There shall be no adverse or negative consequence for declining an assignment that would result in Overload.
- d. The Overload rate for members of the Teaching Faculty shall be the same as for Tenure-track Faculty of the same nominal rank. The Overload rate for Lecturers shall be the same as for Instructors.

**E. *Equity in Assignments***

- a. For all assignments, the TCH and any additional compensation (e.g., travel-time allowance) shall be the same as for members of the Tenure-track Faculty.
- b. In the event that any member of the Teaching Faculty feels that they are being treated in an inequitable manner in regard to the assignments that constitute their overall load, they shall first bring the matter to the attention of their Dean for resolution. In the event the matter is not resolved with their Dean, they shall bring the matter to the attention of the Local, who will convey such concerns to the Provost. The Provost or designee shall provide a written response within thirty (30) calendar days of receiving notice of such from the Local.

**2.3 Service**

- A. The nature of service performed by members of the Teaching Faculty will vary with institutional programmatic needs, as well as the capabilities and areas of expertise of the individual members of the Teaching Faculty.
- B. Examples of service include, but are not limited to, participation and membership in primary-unit and college/school committees (including search committees), the University Senate and/or committees or task forces convened by the University Senate, committees that

review curriculum, as well as other advisory committees or task forces convened by the University.

- C. Members of the Teaching Faculty shall not serve on thesis or dissertation committees.
- D. Members of the Teaching Faculty are encouraged to plan their specific service in consultation with the relevant department chairperson, ADF, director, dean, and/or other persons serving in a supervisory capacity.

### 3. Search and Initial Appointment

#### 3.1 Search and Recommendation

- A. Upon authorization by the Provost or designee to conduct a search, the relevant primary unit shall form a search committee and initiate a search consistent with the democratically adopted procedures of the unit.
- B. Under circumstances where a duly constituted search committee of the relevant primary unit is not available to review and recommend a candidate for appointment to the Teaching Faculty, the relevant Teaching Faculty Personnel Advisory Committee (TF-PAC) shall conduct a review and provide an appointment recommendation, with rationale.
- C. Appointment recommendations for Teaching Faculty, including advice and rationale, from the search committee, or TF-PAC (as applicable), shall be provided to reviewers at each subsequent step of review and recommendation including the Provost.

#### 3.2 Initial Appointment

- A. *Term of Initial Appointment*
  - a. Members of the Teaching Faculty initially appointed with the rank of Lecturer, Assistant Teaching Professor, Associate Teaching Professor, or Teaching Professor shall be appointed to a two-year (2-year) initial appointment, except under specific circumstances of operations or individual need.
  - b. The initial appointment of a member of the Teaching Faculty shall not be less than a period comprising three full academic terms (among the fall, spring, and summer terms) in which they have a regular instruction assignment, as provided for in their letter of appointment.

- B. *Appointment Letter*

The offer of appointment shall be made by an appointment letter that includes:

- a. beginning and end dates of the appointment;
- b. type (e.g., 10-month or 12-month appointment) of appointment
- c. rank;
- d. salary range and step (or starting annual salary if “X” range);
- e. anniversary date;
- f. primary academic unit (department or school) of appointment;
- g. specification of assigned non-instruction duties, including TCH for such duties;
- h. a statement that the position is in the negotiation’s unit represented by AFT Local 1904, NJ Council of State College Locals, and that the terms and conditions of employment, including the initial appointment, are governed by relevant agreements.

### 3.3 Interim Review during Initial Appointment

#### A. *Observations and Self-Assessment*

- a. In the first full academic term of their appointment, each member of the Teaching Faculty shall be observed twice. These observations shall be conducted consistent with Section 4.3.B, *Observations of Teaching Practice*.
  - b. If non-instruction duties comprise three (3) or more TCH of assigned duties completed by the end of the first full academic term (fall, spring, or summer) of appointment, the newly appointed individual will prepare a statement of reflection and self-assessment regarding such duties, not to exceed three (3) pages, and provide copies to the TF-PAC Chairperson and Department Chairperson or ADF, not later than thirty (30) days after the beginning of their second term of appointment.
- B. No later than forty-five (45) days after the beginning of their second terms of appointment, the relevant TF-PAC Chairperson and Department Chairperson or ADF, will each separately arrange for an individual conversation with the second-term member of the Teaching Faculty to discuss the self-assessment and overall performance in their first term, and to offer guidance and mentoring in anticipation of their application for reappointment.

**4. Reappointment and Promotion**

**Reappointment Chronology Chart**

| Year | Start as Associate | Start as Assistant | Start as Lecturer <sup>1</sup> |
|------|--------------------|--------------------|--------------------------------|
| 1    | Associate          | Assistant          | Lecturer                       |
| 2    |                    |                    |                                |
| 3    | Associate          | Assistant          | Lecturer                       |
| 4    |                    |                    |                                |
| 5    | Associate          | Assistant          | Assistant                      |
| 6    |                    |                    |                                |
| 7    | Professor          | Associate          | Assistant                      |
| 8    |                    |                    |                                |
| 9    |                    |                    |                                |
| 10   |                    |                    |                                |
| 11   |                    |                    |                                |
| 12   |                    | Professor          | Associate                      |
| 13   |                    |                    |                                |
| 14   |                    |                    |                                |
| 15   |                    |                    |                                |
| 16   |                    |                    |                                |
| 17   |                    |                    | Professor                      |
| 18   |                    |                    |                                |
| 19   |                    |                    |                                |
| 20   |                    |                    |                                |
| 21   |                    |                    |                                |

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<sup>1</sup> By completion of a doctoral or other terminal degree after their initial appointment, an individual initially appointed with the rank Lecturer may assume the reappointment path of the middle column (cf. Section 4.6.B).

#### 4.1 Reappointment

##### A. *Term of Reappointment*

- a. Following their initial appointment (usually two years), members of the Teaching Faculty shall be reappointed to two (2) successive two-year (2-year) terms.
- b. Following reappointments as specified in 4.1.A.a, all successive reappointments shall be for five (5) years.
- c. Reappointments for ten-month (10-month) Teaching Faculty shall begin on or about September 1 and end June 30. Reappointments for twelve-month (12-month) Teaching Faculty shall begin on or about September 1 and end August 31.

##### B. *Offer Letter*

An offer of reappointment shall be made by a letter that includes:

- a. beginning and end dates of appointment;
  - b. duration, type (i.e., 10-month or 12-month appointment) and term of appointment;
  - c. rank;
  - d. salary, including range and step;
  - e. anniversary date;
  - f. primary academic unit (department or school) of appointment;
  - g. other assigned duties, and amount of TCH for these, if applicable.
- C. An individual offered reappointment shall have ten (10) business days to accept an offer of reappointment.

#### 4.2 Criteria for Reappointment and Promotion

- A. Criteria for reappointment and promotion for the Teaching Faculty shall be posted on the website of the University. The Provost shall notify the Union of any changes to established criteria prior to their posting.
- B. The criteria in effect for any sequence of reviews and recommendations, for reappointment and/or promotion, shall not be changed less than one-hundred and twenty (120) calendar days before the deadline to submit an application for the same.
- C. Should the criteria for reappointment be substantially changed less than one calendar year before the deadline to apply for reappointment, the application shall be evaluated according to the previously posted criteria.
- D. The citation of institutional needs as a reason for non-recommendation of reappointment must include a rationale.

### 4.3 Materials and Means of Application for Reappointment

- A. *Application Materials* shall consist of the following:
- a. current CV;
  - b. statement and summary of teaching practice, not to exceed three (3) pages;
  - c. statement and summary of work in non-instruction assignments, if applicable, not to exceed three (3) pages;
  - d. statement and summary of service, not to exceed three (3) pages;
  - e. reports of Observations of Teaching Practice and responses (if any) as per 4.3.B.
  - f. student surveys according to the same procedures as employed in reappointment of members of the Tenure-track Faculty at the time of application.
  - g. any other supporting materials the applicant chooses to provide.
- B. *Observations of Teaching Practice*
- a. Members of the Teaching Faculty shall have their teaching practice observed at least twice during the twenty-four (24) months prior to reappointment application. One observation shall be completed by the Chairperson or ADF of the primary unit of appointment. The remaining observation shall be completed by a full-time University peer with appropriate disciplinary knowledge and at least five (5) years of teaching practice. The applicant, in consultation with the Chairperson or ADF, shall select the peer observer. Each observation shall include a conference between the observer and the observed individual prior to the preparation of a written report by the observer.
  - b. In primary academic units (i.e., department or school) with specified observation procedures, observations shall be conducted in accordance with those procedures.
  - c. All observations shall be scheduled by the observer in consultation with the individual to be observed.
  - d. Observers shall also be given access to course materials that are appropriate to understand the teaching practice of the individual observed as specified by the procedures of the primary academic unit (i.e., department or school) of the appointment of the individual observed.
  - e. A written report that identifies strengths and identifies any areas for improvement in teaching practice shall be prepared by the observers and presented to the candidate within ten (10) business days of the conclusion of the observation. The individual observed may, within two (2) business days of receipt, request a follow-up conference with each observer to discuss the report. The observer shall provide to the individual observed a final, signed version of the observation report within five (5) business days of the conference, and no less than thirty (30) business days before any deadline for inclusion of the report in an application.

- C. All applications for reappointment will be handled electronically using the system of record for that process (currently Interfolio). Any guidance documents and/or forms shall be presented to the Union prior to distribution to applicants. Arrangements shall be made for preview access by the Union designee to any electronic system for handling of applications of reappointment.

#### 4.4 Review of Reappointment and Promotion Applications

- A. *Teaching-Faculty Personnel Advisory Committees (TF-PACs)*
- a. *Purpose and Organization of Committees*
- i. The Teaching-Faculty Personnel Advisory Committee (TF-PAC) provides first-step peer review of applications for reappointment, promotion, and range adjustment for members of the Teaching Faculty, and makes recommendations regarding these actions.
  - ii. Primary academic units with ten (10) or more Teaching Faculty members shall elect their own TF-PACs to review Teaching Faculty in their respective units.
  - iii. For primary academic units with fewer than ten (10) Teaching Faculty, the Provost or designee shall consult with the designee of the Union regarding alignment of primary units in groups, with each group to be covered by a respective joint TF-PAC. The primary units under the purview of a single TF-PAC shall be under the purview of a single academic Dean. For Such TF-PACs, the Administration shall propose a plan of alignment no later than ten (10) business days from the start of the spring term of the preceding academic year in which the TF-PACs will be performing reviews.
  - iv. The term of service on a TF-PAC shall be one (1) academic year (fall and spring terms), with members elected in the spring term of the preceding academic year.
- b. *Eligibility to Serve*
- i. To be eligible to serve in a TF-PAC, a member of the Teaching Faculty or Tenure-track Faculty must have their principal appointment in a primary unit under the purview of the TFPAC.
  - ii. Department Chairpersons and ADFs are ineligible to serve on a TF-PAC.
  - iii. Administrators with academic rank are ineligible to serve on a TF-PAC.
  - iv. To be eligible to serve as a member of a TF-PAC, a member of the Teaching Faculty or Tenure-track Faculty must have completed at least six (6) academic years of employment in an academic, non-administrator capacity at the University as a member of the Tenure-track and/or Teaching Faculty. Prior



continuous service as an Instructional/Clinical Specialist shall be included in such determination.

- v. Members of Teaching Faculty serving on a TF-PAC must not be applicants for reappointment, promotion, nor range adjustment in the same academic year.
- vi. Individuals may serve no more than three (3) consecutive academic years on any TF-PAC.

c. *Election Procedure*

- i. All members of the Tenure-track and Teaching Faculty with a principal appointment in a primary unit under the purview of a TF-PAC shall be eligible to vote in the election for that TF-PAC.
- ii. Separately, for each TF-PAC, the office of the dean of the relevant college/school shall solicit nominations, including self-nominations, from among the eligible Teaching and Tenured Faculty, and shall conduct free and fair election(s) by secret ballot (electronic or paper).
- iii. Each voter may cast one vote each for up to five (5) candidates on their ballot. Those elected shall be the five (5) candidates, who receive the most votes, except that each TF-PAC committee shall consist of no more than two (2) Tenure-track Faculty members. In the event more than two (2) Tenure-track Faculty members are in the top five (5), only the top two (2) Tenure-track members shall be elected along with the three (3) Teaching Faculty candidates with the most votes. In the event that there is one Tenure-track Faculty member in the top five (5) that person will be elected along with the top four (4) Teaching-Faculty members.
- iv. The number of votes received by each candidate shall not be reported.
- v. Sections 4.4.A.c.i-iv above shall not apply to the School of Nursing nor to primary academic units with their own TF-PAC, each of which shall conduct elections for the TF-PAC for their respective unit according to their own procedures, adopted by democratic process and subject to Joint Review of Procedures (cf. LSPA 1.3.4.2).
- vi. No member of the Teaching Faculty or Tenure-track Faculty may vote for, nor serve on, more than one TF-PAC.
- vii. The elected members of each TF-PAC shall be reported to the Office of the Provost when they are reported to the members of the respective unit(s).

d. *Committee Procedures*

- i. The members of each TF-PAC shall elect a chairperson from among themselves within nine (9) business days after the results of the election are announced, but

before the end of the spring term, and shall report the name of the chairperson to the Provost or designee.

- ii. The responsibilities of the TF-PAC Chairperson shall include: convening all meetings of the TF-PAC, assigning review and reporting duties among the members of the committee, addressing correspondence among the committee members, and between the committee and applicants, as well as uploading materials and reports related to the review into the electronic recording system (currently Interfolio).
- iii. All members of each committee shall review and vote on all reports and recommendations of the committee.
- iv. Recommendations from the committee shall not report the vote of the members, but only the final recommendation and rationale for the recommendation.
- v. Prior to the conduct of reviews, each TF-PAC shall adopt and document procedures for the review of applications and reporting of recommendations.
- vi. After all reviews, reports, and recommendations have been completed, each TF-PAC shall convene to compile recommendations for subsequent committees with regard to operations and procedures. The report shall be provided to each successor committee by the respective Office of the Dean. The Office of the Provost shall consult with the Union to develop guidelines for the initial TF-PAC in each unit.
- vii. Provisions 4.4.A.d.v and 4.4.A.d.vi shall not apply to the School of Nursing, nor to primary units with their own TF-PAC, each of which shall adopt procedures for their TF-PAC as part of their overall procedures, subject to Joint Review (cf. LSPA 1.3.4.2).

**B. *Steps of Review***

Applications for reappointment and/or promotion shall be reviewed sequentially by the (i) TF-PAC, (ii) the department Chairperson (or ADF) of the primary academic unit of the applicant's appointment, followed by the School Director (if applicable), (iii) College/School Dean or their designee, (iv) Provost. The Provost shall make recommendations to the President of the University.

**C. *Review Procedures***

At each step of review:

- a. (i) the application, including all materials, preceding final report(s), and any responses by the applicant are forwarded to the reviewer (individual or committee);

- b. (ii) the reviewer provides to the applicant a copy of the initial version of the reviewer's report, including any recommendation (and/or summative result, if applicable);
  - c. (iii) the applicant has a maximum of four (4) business days to request a meeting with the reviewer to discuss the report and/or give a written response;
  - d. (iv) the reviewer provides a copy of the final version of the report, with any revisions/differences from the initial version, to the applicant;
  - e. (v) the applicant has a maximum of four (4) business days from receipt of the final version of the report to prepare a response;
  - f. (vi) the final version of the report and any written response by the applicant are forwarded to the next step of review, along with the application materials, and any preceding final reports and responses.
- D. The relevant School Director (if applicable), Dean and/or the Provost may satisfy the requirements of 4.4.C by written indication of concurrence with preceding recommendation(s) that an applicant be reappointed.
- E. The President of the University shall recommend to the Board of Trustees individuals for reappointment and/or promotion, and the term of such reappointment.
- F. At all steps of review, the reviewers' reports and recommendations shall be based on the established and disseminated criteria for reappointment and/or promotion (as applicable) and the materials included in the application.

#### **4.5 Calendar and Timeline for Reappointment**

##### *A. Calendar*

- a. The Provost will propose a calendar of dates and deadlines for reappointment and shall notify the designee of the Union. The Union will have no more than seven (7) business days to respond with alternatives to the proposed calendar.
- b. The calendar shall allow reviewers at each step sufficient time to diligently review applications, meet with applicants as needed, and formulate a duly considered report and recommendation, as provided for in Section 4.4.
- c. The calendar and complete instructions for application shall be posted no less than sixty (60) business days before the first deadline in the calendar, typically the deadline for submission of applications by candidates for reappointment.

##### *B. Notice*

- a. After employment by the University for five (5) consecutive academic years, or for the equivalent of five (5) academic years within a period of any six (6) consecutive academic years, members of the Teaching Faculty must be notified by the Provost regarding their

reappointment or non-reappointment not later than one (1) calendar year prior to the expiration of their current appointment.

- b. After employment by the University for three (3) consecutive academic years, or for the equivalent of three (3) academic years within a period of any four (4) consecutive academic years, members of Teaching Faculty must be notified by the Provost regarding the reappointment or non-reappointment not later than one-hundred and fifty (150) calendar days prior to the expiration of their current appointment.

C. Notice of Non-Reappointment and Performance Improvement Plan

- a. Subsequent to a notice of non-reappointment, the terminal year of a then-current appointment may be designated as a Performance Improvement Year, to be accompanied by a Performance Improvement Plan (PIP).
  - i. The PIP shall be developed in consultation and cooperation with the individual given notice of non-reappointment and representatives of the Local with a representative from Human Resources and an appropriate individual designated by the Dean of the College/School in which the individual is appointed.
  - ii. If the Provost, or designee, determines that the individual has complied with the PIP they shall be eligible for reappointment under the established terms of reappointment. Failure to comply with the PIP shall subject the individual to non-reappointment at the conclusion of the Performance Improvement Year. Notice of non-compliance with the PIP shall be provided to the individual subject to the PIP no later than ninety (90) business days before the end of their then-current appointment.
  - iii. In the event of a dispute over the compliance with the PIP, the individual may appeal to the President of the University, or designee, for administrative review.
  - iv. The final determination of whether to renew a contract after a terminal PIP year shall not be subject to the contractual grievance/arbitration provision.
- b. Members of the Teaching Faculty serving under appointments of three (3) or more years may grieve notice of non-reappointment on the basis of lack of good cause. If the arbitrator finds that the non-reappointment lacked good cause, the arbitrator may direct the withdrawal of the notice of non-reappointment. In such an event, the arbitrator shall reinstate the individual to employment with an appointment not to exceed one (1) year under the terms of a Performance Improvement Plan (PIP) according to the terms of provision 4.5.C.a.

#### 4.6 Promotion

##### A. *Promotion upon Reappointment*

- a. Members of the Teaching Faculty, except with the rank of Teaching Professor, having completed a minimum of four (4) years of service in rank, and reappointed to a five-year (5-year) appointment shall be promoted in rank upon reappointment.
- b. Members of the Teaching Faculty with the rank Lecturer shall be promoted to the rank of Assistant Teaching Professor upon commencement of their third appointment.

##### B. *Promotion upon Completion of a Terminal Degree (for Lecturers)*

- a. If a member of the Teaching Faculty with the rank of Lecturer is conferred a doctoral degree, or other comparable terminal degree, they may apply to the Provost, or designee, for promotion to the rank of Assistant Teaching Professor. The application shall consist of an official transcript noting conferral of the degree and a brief explanatory letter.
- b. All appropriate and complete applications shall be accepted by the Provost for promotion. All applications shall be acknowledged with a reply to the applicant by letter from the Provost or designee within thirty (30) business days.
- c. The effective date of the promotion and corresponding range adjustment (consistent with Section 4.6.C.b) shall be the date of conferral of the degree.
- d. An individual promoted to Assistant Teaching Professor under the provisions of this Section (4.6.B) shall be further promoted to Associate Teaching Professor upon commencement of their first five-year (5-year) reappointment, notwithstanding the provisions of Section 4.6.A.
- e. Promotion under the provisions of this Section (4.6.B) shall not otherwise alter the length and effective dates of an individual's appointment, nor the length of subsequent reappointments.

##### C. *Range Adjustment Upon Promotion*

- a. Upon promotion to Associate Teaching Professor or Teaching Professor going into effect, the salary range of a member of the Teaching Faculty shall be increased by four (4) ranges at the step closest to, but not less than, their salary immediately prior to promotion-or to "X", with an increase in salary of at least 5%, and consistent with Sections 1.2.A and 1.2.B.
- b. Upon promotion to Assistant Teaching Professor going into effect, the salary range of a member of the Teaching Faculty shall be increased by three (3) ranges at the step closest to, but not less than, their salary Immediately prior to promotion or to "X", with an increase in salary of at least 5%, and consistent with Sections 1.2.A and 1.2.B.

#### 4.7 Range Adjustment within Rank

- A. Dissemination of Criteria
  - a. Criteria for range adjustment within rank for the Teaching Faculty shall be posted on the website of the University and shall not be changed less than one-hundred eighty (180) business days prior to the first deadline in the application procedure, generally submission of the application to the relevant department chairperson or ADF.
  - b. If the posted criteria are changed less than one-hundred eighty (180) business days prior to the first deadline in the review, the previously posted criteria shall apply.
  - c. The Provost or designee shall consult with the Union in the development of the criteria for range adjustment within rank, and shall notify the Union of any changes to established criteria prior to the implementation.
- B. Application for range adjustment within rank:
  - a. shall proceed according to the same calendar, steps of review, and procedures as for reappointment;
  - b. may be made concurrently with application for reappointment by an indication from the applicant that they wish to also be considered for such;
  - c. shall be considered independently from application for reappointment, even if a single application is used for both.
- C. Range adjustment within rank:
  - a. may increase to any range, including 'X', associated with the current rank of the member of the Teaching Faculty with the step in the new range having the salary closest to, but not less than, their salary prior to adjustment, and otherwise consistent with Sections 1.2.A and 1.2.B;
  - b. shall be effective at the beginning of the Academic Year following acceptance of the application.
- D. *Eligibility*
  - a. Members of the Teaching Faculty are eligible to apply for a range adjustment after completing three (3) years in rank.
  - b. Teaching Faculty may apply for a range adjustment following the full execution of this agreement but no sooner than the reappointment process held in the 2027-2028 Academic Year, and thereafter.

## 5. Mid-Term Self-Assessment

### 5.1 Purpose and Overview

- A. The Mid-Term Self-Assessment is intended to support the pursuit of a program of continuing professional development by individual members of the Teaching Faculty, and to aid each member in the development of a personal program of professional growth and career development.
- B. It is further recognized by the Parties that professional development is best achieved through a focus on positive development in an atmosphere of trust and cooperation.

### 5.2 Self-Assessment Report

- A. *Regular Report*
  - a. The self-assessment shall result in summary statements regarding (i) teaching practice, including a discussion of student surveys and observations, (ii) work in non-instruction assignments (if applicable), and (iii) service, each not to exceed two (2) pages. These statements shall focus on the two academic years preceding the preparation of the statements and shall be forward-looking and oriented to development of capacity. The report may also include any supporting materials and/or documentation that the individual chooses to append.
- B. *Alternative Report*
  - a. Members of the Teaching Faculty whose individual teaching effectiveness is reviewed and assessed more frequently than once in five years in fulfillment of external accreditation and/or regulatory requirements may substitute such review for the Mid-Term Self-Assessment. Such substitution is optional and is made at the discretion of each member of the Teaching Faculty to whom it might apply.
  - b. Upon notice that they are due to complete a Mid-Term Self-Assessment (cf. 5.3.B), a member of the Teaching Faculty shall provide written notice to the Provost or designee within eight (8) business days if they intend to substitute an alternative assessment. Such notice shall include the dates of the relevant assessment(s) and report(s).

### 5.3 Self-Assessment Review Procedure

- A. In the spring term of the second year of a five-year appointment, each member of the Teaching Faculty shall engage in a self-assessment study to determine the manner in which they may best advance their own professional growth. The result of the self-assessment study shall be a report as described in Section 5.2.

- B. No later than thirty (30) calendar days from the start of the academic year, the Provost, or designee, shall post a schedule for the self-assessment process consistent with the terms of this Section, and shall notify individual members of the Teaching Faculty required to complete a self-assessment pursuant to the posted calendar.
- C. Copies of the Self-Assessment Report and any supporting materials shall be provided to the relevant Department Chairperson or ADF, and Dean by the posted deadline.
- D. The following steps apply to both concurrent reviews by the Department Chairperson or ADF and Dean:
  - a. the reviewer provides to the assessee a copy of the initial version of the reviewer's report;
  - b. the assessee has a maximum of eight (8) business days to request a meeting with the reviewer to discuss the report and/or give a written response;
  - c. within eight (8) business days of the meeting, the reviewer provides a copy of the final version of the report, with any revisions/differences from the initial version, to the assessee;
  - d. the individual performing the self-assessment has a maximum of eight (8) business days from receipt of the final version of the report to prepare a written response.
- E. The Department Chairperson or ADF shall forward a copy of the Self-Assessment Report, any supporting materials submitted, their review, and any response (if applicable), to the relevant Dean.
- F. The Dean shall send all materials, including any response by the assessee (if applicable) as a single package to the Provost or designee.



## 6. Professional Development

### 6.1 Overview

The programs in this section are intended to support and recognize the efforts of members of the Teaching Faculty to remain current in their respective areas of expertise, develop a sense of belonging to the university, camaraderie with other faculty members, and stay current in their teaching practice.

### 6.2 Eligibility for Internal Awards

Members of the Teaching Faculty shall be generally eligible for internal awards available to members of the Tenure-track Faculty that may defray costs associated with travel, conference registration and attendance for professional development opportunities consistent with their roles and responsibilities as members of the Teaching Faculty.

### 6.3 New Teaching Faculty Orientation

#### A. *New Faculty Program (NFP)*

- a. Teaching Faculty shall participate in the NFP during the first full fall term in which they are employed by the University as a member of the Teaching Faculty.
- b. Participation in the NFP shall account for three (3) TCH of on-load time.

#### B. *Mentor*

- a. One member of the Teaching Faculty shall be appointed by the Provost or designee as a mentor to the fall NFP cohort, no later than May 1 of the preceding academic year.
- b. Assignment as mentor shall include three (3) TCH of on-load time in the fall term for participation in operation of the NFP, as well as general mentoring of Teaching-Faculty participants in the NFP.
- c. The mentor shall engage in development, planning, and coordination with other NFP leaders and mentors in the preceding summer term. The associated compensation shall be three (3) TCH at the term rate (for Teaching Faculty with 10-month appointments) or on-load (for Teaching Faculty with 12-month appointments).

### 6.4 Teaching Faculty Advancement Program (TFAP)

#### A. *Purpose*

The Teaching Faculty Advancement Program (TFAP) provides time for members of the Teaching Faculty to deepen and expand their knowledge and skills related to their academic discipline, including pedagogical content knowledge and innovations in teaching practice, which go beyond what would be expected for any faculty member to stay current in their respective field.

Relevant activities include discipline-specific study, certificate programs, study of innovations in

curriculum and/or course redesign, program development, assessment and evaluation. Also included are mentorship roles, as well as community outreach and engagement projects. TFAP activities may be part of fellowship or in-residence opportunities. The preceding examples are not exhaustive and do not preclude other activities that advance the purposes of the TFAP.

**B. *Implementation***

- a. A TFAP award shall consist primarily of on-load reassigned time to undertake the proposed activities. In addition to reassigned time, a budget for expenditures in support of the TFAP activities may be provided (cf. 6.4.C)
- b. TFAP time may only be allocated during a five-year (5-year) appointment. However, if necessitated by the timeline for application, a member of the Teaching Faculty may submit an application for time to be assigned during a future/pending appointment.
- c. A member of the Teaching Faculty shall be eligible for twelve (12) TCH under TFAP over the course of a five-year appointment.
- d. The maximum TFAP time in the fall or spring terms shall be twelve (12) TCH. For members of the Teaching Faculty with twelve-month (12-month) appointments, the maximum TFAP time in the summer term shall be six (6) TCH.
- e. An application for TFAP time may comprise one (1) or two (2) academic terms from among the Fall, Spring, and (for members of the Teaching Faculty with a twelve-month appointment) Summer terms.
- f. *Applications that include more than one term*
  - i. For members of the Teaching Faculty with ten-month (10-month) appointments, an application for TFAP time over two terms may include the Fall and Spring terms of the same academic or calendar year.
  - ii. For members of the Teaching Faculty with twelve-month (12-month) appointments, an application for TFAP may include any of the Fall, Spring or Summer terms of the same academic or calendar year.
  - iii. The distribution of TFAP time between terms shall follow the request of the recipient, except where such an allocation would create hardship for the academic unit.

**C. *Budgetary Support***

- a. Applicants for TFAP may also apply for budgetary support for the following:
  - i. Domestic travel,
  - ii. International travel,
  - iii. International Housing in residence,
  - iv. materials,
  - v. other activities.

- b. In each solicitation round, the call for applications (cf. 6.4.D.a) shall include specific guidance on the amounts of budgetary support that each individual applicant may apply for, as a total amount for and/or amounts by category for each TFAP award.
  - c. Requests for budgetary support shall not be considered in the review of an application, nor shared with reviewers. Instead, such requests shall be sent directly to the Provost or designee, with the same deadline as for the rest of the application.
- D. *Calendar for Applications, Review, and Notification*
- a. The call for applications, specification of the required application materials, and other necessary instructions for application, shall be disseminated no less than thirty (30) business days prior to the deadline for application.
  - b. The Calendar for all steps of review and notification shall be consistent with agreed-to procedures.
  - c. The Administration shall consult with the Local on the Calendar.
- E. *Criteria*
- a. The criteria for evaluation of applications for TFAP shall be posted on the University's Website.
  - b. The evaluation criteria shall consist of principal enumerated criteria, and may also include a second set of criteria which together constitute additional considerations. (See 6.4.G.d)
  - c. In any given application process, the same criteria (both enumerated and additional considerations) shall be used in all steps of review and for all applications.
  - d. Should the evaluation criteria be changed, the Provost or designee shall provide written notice to the Local. In no case shall the evaluation criteria be changed fewer than sixty (60) business days prior to the deadline for initial submission of applications.
- F. *Materials and Means of Application*
- a. Application materials shall consist of the following:
    - i. current Curriculum Vitae (CV);
    - ii. description, not to exceed three (3) pages, single-spaced text with minimum eleven-point (11-point) font size;
    - iii. bibliography/references for the description, if applicable, not to exceed one (1) page;
    - iv. any supplemental supporting materials the applicant wishes to provide (optional);
    - v. budget request, with rationale, not to exceed two (2) pages, sent separately (optional).

- b. The description (6.4.F.a.ii) should: (i) delineate activities to be undertaken proportionate to the amount of time requested and consistent with the goals and posted TFAP criteria, and (ii) connect the proposed activities to the ongoing work and teaching practice of the applicant.
- c. All applications, reviews, responses, and individual notices related to TFAP shall be handled electronically via an appropriate application (e.g., Interfolio) determined by the University Administration. Any guidance documents and/or forms shall be presented to the Local prior to distribution to applicants. Arrangements shall be made for preview access by the designee of Local to the system that will be used for the handling of applications.

G. *Review of Applications*

- a. All applications shall first be reviewed concurrently by (i) the respective Chairperson or ADF of the primary unit of the applicant's appointment, and (ii) respective Dean, then subsequently by the Provost or designee.
- b. At each step of review: (i) the application, including all materials, preceding final report(s), and any responses by the applicant are forwarded to the reviewer; (ii) the reviewer provides to the applicant a copy of the initial version of their review, including any recommendation; (iii) the applicant has a maximum of eight (8) business days to request a meeting to discuss the report and/or give a written response; (iv) the reviewer provides to the applicant a copy of the final version of the report, with any revisions/differences from the initial version; (v) the applicant has a maximum of eight (8) business days from receipt of the final version of the review to prepare a response; (vi) the final version of the review and any written response by the applicant are forwarded to the next step of review, along with the application materials, and any preceding final reports and responses.
- c. Each written review should identify the strengths of the proposal along with any concerns, if warranted, and should be no longer than two-hundred and fifty (250) words. The reviews by the Chairperson/ADF and Dean should specifically indicate whether an application is recommended for award.
- d. Consistent with, and complementary to, the written review, each reviewer shall include in their report a numerical score based on the posted criteria established by the University Administration, and according to a procedure specified in consultation with the Union.
- e. The Provost shall provide timely written notice of acceptance and non-acceptance to the respective applicants. The response shall include a written review consistent with 6.4.G.c and 6.4.G.d.

- f. The Provost may approve an application of the TFAP that includes less total time (in TCH) than the original application and/or may approve a single-term TFAP in response to an application for two terms. In such cases, the applicant shall have ten (10) business days to provide a revised description.
- g. The Provost or designee shall review budget requests for support of TFAP activities. The amount to be awarded in response to each request shall be included with written notice to the applicant of the determination of the Provost regarding reassignment of time pursuant to the TFAP.
- h. The Provost, or designee, shall confer with deans, applicants, and their respective department chairpersons (or school directors and ADFs) to determine if any particular reassignment on-load time under TDAF has the potential for an adverse collateral effect on the operations of a department, school, or academic program. Changes in the timing of time-reassignment pursuant to the TFAP may be addressed via mutual agreement among the applicant, the responsible Dean and the Provost or designee.
- i. At any time during the review process an applicant may withdraw the application and remove the application materials, including any completed reviews, from the system employed to handle the application and review process.

#### H. *Responsibilities of Awardees*

##### a. *Interim Report*

- i. Individuals with a two-term TFAP award shall submit an interim status report, not to exceed two pages, no later than thirty (30) calendar days after the end of the first term of their TFAP award.
- ii. The interim status report should summarize progress to date as well as identifying any changes in planned activities or expected outcomes.
- iii. The report shall be submitted to the relevant Dean, with a copy to the Provost.
- iv. Written responses to the report, if any, shall be provided by the relevant Dean, in which case the awardee shall have a right to a meeting with the Dean and a written reply.

##### b. *Final Report*

- i. Each TFAP participant shall file a summary report, not to exceed two (2) pages no later than thirty (30) calendar days after the end of the final (or only) term of their TFAP award.
- ii. The report shall include a list of all work products, presentations, performances, grant proposals, new curricula, and related work facilitated by TFAP time-reassignment.
- iii. The report shall be submitted to the relevant Dean, with a copy to the Provost.

### **6.5 Awards for Teaching Faculty**

The University Administration shall develop and propose at least one Teaching-Faculty-focused award, and negotiate the associated terms, conditions, and procedures for intended implementation no later than the fall 2025 academic term.

## 7. Additional Provisions

### 7.1 Accommodations

Each member of the Teaching Faculty shall be provided with access to office space (possibly shared), a computer, access to office supplies, and other such accommodations as needed to efficiently and effectively discharge their duties and responsibilities.

### 7.2 Vacation Leave

- A. All twelve-month (12-month) appointed Teaching Faculty covered under this Agreement shall be provided vacation leave, with pay, for the equivalent of twelve (12) working days in each academic year.
- B. Members of the Teaching Faculty with twelve-month (12-month) appointments shall be permitted to use vacation leave time during the period following the last day of the Spring Term and prior to the first day of the Fall Term of the following academic year.
- C. All vacation leave time must be requested, to the immediate supervisor, in a manner prescribed by the University Administration that memorializes the content and date of such requests as well as approvals and responses (e.g., via Workday or similar system).
- D. Approval of employee requests for the utilization of vacation days is subject to operational need and shall not be unreasonably denied.
- E. A member of the Teaching Faculty may carry over a maximum of one (1) year of earned paid-vacation leave accruals into the following calendar year.
- F. A member of the Teaching Faculty shall be entitled to receive a payout of prorated accrued vacation, compensatory time, and paid-leave bank upon termination of employment.

### 7.3 Articles from the State-wide Agreement

In addition to the Articles listed in Letter of Agreement XIV *Non-Tenured Track Teaching Positions*, the following Articles (or sections, as delineated) of the State-wide Agreement shall apply to the members of the Teaching Faculty:

Article XI *Employee Rights* sections A. through K., M., and O. (i.e., excluding L. and N.)

Article XIII L. *Individual Letter of Appointment or Reappointment Contracts*

Article XXII *Anniversary Dates, Pay Adjustments and Payroll*

Appendix IV *State Colleges/Universities Tuition Waiver Program*

Appendix V *Salary Schedules*

Letter of Agreement IX *Tuition Waiver for Dependent Children, Spouses and Parties to a Civil Union*

#### **7.4 Reopener**

- A. This Agreement shall remain in full force and effect unless either party shall provide written notice of their intention to reopen and renegotiate designated provisions of the Agreement.
- B. The University shall provide such written notice to the Vice President for Negotiations of the Local or designee. The Local shall provide such notice to the Provost or designee. In either case, such notice shall include a list of the specific sections of the Agreement they seek to reopen.
- C. Reopener negotiations shall commence within twenty (20) business days after receipt of the notice unless otherwise agreed upon by the Parties.
- D. Notwithstanding Section 7.4.A, the terms and conditions of this Agreement shall remain in full force and effect until such time as a final determination is mutually agreed upon by the Parties.