

ARTICLE 5

Professional Obligations and Assignment

5.1 Professional Assignment

- A. The professional assignment of Faculty Members shall be consistent with the procedures and practices in place on the campus of their principal assignment as of the date of this agreement. The assignment of an upper division course or courses is permitted, provided that the Faculty Member and appropriate University administrator agree to the assignment and such agreement is reduced to writing (Appendix C).
- B. Bipartite Faculty Members normally have a five-part workload which consists of four parts teaching and one part service. They may be assigned up to twelve (12) credit hours of teaching or equivalent teaching-related activity in any semester. Service assignments may include teaching-related activity. Promotion and tenure decisions will be consistent with workload. Faculty Members may not be assigned more than twelve (12) credit hours of teaching in any semester as part of a normal workload.
- C. Tripartite Faculty Members have three-part teaching workloads and shall normally have one part of the five-part workload assigned as research, and shall otherwise be assigned in a manner consistent with the paragraphs above. Faculty Members assigned a tripartite workload as of the date of this agreement shall continue in a tripartite assignment during the continuation of this agreement.

5.2 Teaching Preparation

Faculty Members shall not normally be assigned more than three (3) preparations. Consistent with past practice, at extended sites faculty shall not normally be assigned more than four (4) preparations.

5.3 Professional Improvement

A Faculty Member is encouraged and may attend professional conferences, meetings, seminars, or workshops during the academic year, upon prior approval of the Faculty Member's Dean or Campus Director, or designee. Expenses incurred by a Faculty Member and documented by a receipt for such conferences, meetings, seminars, or workshops may be reimbursed in part or entirely by the University at the discretion of the Faculty Member's Dean or Campus Director, or designee. Such reimbursement shall be agreed upon at the time of the approval. A Faculty Member who attends professional conferences, meetings, seminars, or workshops without gaining prior approval may request reimbursement, which may be granted at the sole discretion of the University.

5.4 Evaluation

Evaluation processes, such as those for promotion and tenure review, for individual Faculty Members shall be the same as policy in effect on July 1, 2003, and all changes as agreed to by the parties:

- A. For the purpose of this agreement, and any statement in University policy which may conflict notwithstanding, the policy covering evaluation of individual Faculty Members shall not be changed for Faculty Members during the course of this Agreement.
- B. The University and the Union agree that evaluation policies in which decisions are made within MAUs are desirable. New policies which reflect this goal will be generated through the normal governance structure and will be patterned on the current Regional Review Process. These policies will become effective when approved by the University and the Union. No changes will be made in UAA policy, which shall continue to include department head review.

5.5 Post-Tenure Review

Faculty Members who have been awarded tenure shall, in accordance with the policies of their MAU, as defined in Article 5.4, and not less than every five (5) years, submit a file for post-tenure review. Disciplinary action taken by the University on the basis of a post-tenure review shall be taken in accordance with Article 12.2, Management Rights.

5.6 Nonrenewal, Nonretention and Nondisciplinary Termination

- A. If Faculty Members are nonretained or terminated for nondisciplinary reasons, such action shall be in accordance with the terms of this Agreement and University Policy in effect as of July 1, 2003.
- B. Nonrenewal of Non-tenure Track Faculty Members

Non-renewal follows a decision not to continue the employment of a non-tenure track Faculty Member. Written notification of non-renewal shall be provided to the Faculty Member. Failure to provide notice as provided below shall not result in renewal of appointment. If notice is provided after the dates prescribed below, the University must pay the faculty member for the work days in the notice period in lieu of notice. The following schedule of notification shall be based upon consecutive years of uninterrupted service as a non-tenure track Faculty Member within the University of Alaska.

- 1. Within the first two (2) years, regardless of contract extensions, the Faculty Member shall be notified no later than the expiration of the appointment.

2. From the third (3rd) through the sixth (6th) years, regardless of contract extensions, the Faculty Member shall be notified not less than 45 days prior to the expiration of the appointment.
3. After seven (7) years, the Faculty Member shall be notified not less than 90 days prior to the expiration of the appointment.

5.7 Sabbaticals

- A. Policy: Sabbatical leaves for professional development may be made available to Faculty Members with academic rank who meet the requirements set forth below. The objective of such leave is to increase the Faculty Member's value to the University and thereby improve and enrich its programs.
- B. Purpose: Sabbatical leaves shall be granted for study, formal education, research and other scholarly and creative activity, or other experience of professional value and may include associated travel.
- C. Eligibility: Faculty holding academic rank who will have completed at least five (5) consecutive years of service within the University system shall be eligible for consideration to take sabbatical leave during the sixth (6th) or subsequent year of service. Applicants who will have completed at least five (5) consecutive years of service within the University system from the date of return from any previous sabbatical leave shall be eligible to be granted another sabbatical leave to be taken during the sixth (6th) or subsequent year. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included. A partial year of service which includes at least one (1) semester of full-time faculty service may be included as a full year of service for the purposes of eligibility for sabbatical leave if also counted as time towards mandatory tenure review. The Faculty Member must apply for such inclusion in writing. Periods of leaves of absences, other than vacation and sick leave with salary, and periods of part-time service, shall not be included but shall not be deemed an interruption of otherwise consecutive service.
- D. Terms and conditions: Sabbatical leaves may be granted for one (1) academic year or an equivalent period at rates not to exceed six (6) months' salary or for one (1) semester or an equivalent period at rates not to exceed one semester's salary. Faculty may, with the prior approval of the Chancellor, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their sabbatical leaves. In such cases, the Chancellor may adjust the sabbatical leave salaries to reflect such income, provided that total earnings for the leave period are not less

than full salary had the recipient not been on leave. A Faculty Member on a terminal appointment loses any rights to a sabbatical leave.

- E. Applications: Applications for sabbatical leaves shall be submitted to the Chancellor through channels and procedures contained in approved policies and procedures. Each application shall include a statement outlining the program to be followed while on sabbatical leave and indicating any prospective income from outside of the University system.
 - F. The recipient is obligated to return to the University for further service of at least one (1) appointment period. Failure of the recipient to fulfill this obligation will require the full and immediate repayment of salary and benefits received from the University while on leave, except in extenuating circumstances acceptable to the Chancellor.
 - G. A written report detailing the professional activities and accomplishments for which the leave was granted and specifying the sources and amounts of additional funds secured for this period shall be submitted by the recipient to the Chancellor within three (3) months after returning from leave.
 - H. Approval: Consistent with provisions set forth in this Agreement, the Chancellor may approve such sabbatical leave as the Chancellor deems appropriate. A record of such leaves shall be reported to the President annually.
 - I. Leave credits: Vacation and sick leave credits shall not be accrued or used during sabbatical leave.
- J. Special Sabbatical Leave
- 1. Any full-time exempt employee who has completed four (4) years of uninterrupted service is eligible to apply during the fifth (5th) or later year for Special Sabbatical Leave during the sixth (6th) or later year. The recipient shall receive a salary of at least one dollar (\$1) during the period of the leave. In all other respects the Special Sabbatical Leave bears rights and responsibilities identical to the normal sabbatical leave.
 - 2. Applications for special sabbatical leave may be initiated at any time. The application, specifying the qualifications and eligibility for leave, a description and justification of the proposed project including dates of the beginning and the end of the leave, and details of projected funding of the leave, shall be made to the applicant's immediate supervisor. The application shall be forwarded through normal administrative channels with recommendations and justifications being added at each level, up to and including the Chancellor. The Chancellor shall notify the applicant in writing of the action taken.

3. In cases in which the special sabbatical salary exceeds one dollar (\$1), the funding required to produce the additional salary will be secured from sources other than the state appropriation, and will normally be secured through the efforts of the leave recipient. A copy of the leave conditions and notification as provided to the recipient shall be forwarded to the employee's personnel file. No annual leave is earned during a Special Sabbatical Leave.

5.8 Summer Appointments and Overload Assignments

A. Summer Appointments:

Summer appointments may be made for summer session instruction or other activities.

1. **Summer Session Instructional Assignments:** Summer session instructional programs are intended to be provided on a self-support basis. Salary provided to regular faculty with an academic year appointment for summer session instruction may range from a minimum rate set by the temporary faculty salary structure to a maximum rate set proportional to a Faculty Member's base academic year salary, depending on the needs of the summer session program.
2. **Other Summer Assignments (Contract Extensions):** Faculty holding an academic year appointment and employed in the summer for other than instructional purposes may receive up to one-ninth (1/9) of the academic base salary for each month of full-time service outside the academic year. In some cases, if the granting agency approves and the Faculty Member takes no time off, an equivalent to three (3) months of the base academic year salary may be paid. In no case will payments exceed one-third (1/3) of the base academic year salary.

B. Overload Appointments:

Overloads are additional and separate work assignments during the base academic year appointment. Faculty who accept overload assignments will continue to be held fully accountable for base academic year responsibilities. Overloads may be granted as follows:

1. **Instructional Overload Assignments:** Consist of additional instructional assignments in programs external to the base academic year appointment. Such instruction will constitute an assignment above that of a full-time academic year assignment and there will be no opportunity in subsequent semesters for an adjustment in the Faculty Member's academic year appointment.

2. Other Overload Assignments: Consist of non-instructional activities or services required for short periods of time within an academic year. The additional workload is granted when no feasible alternative means can be found for absorbing the work into a regular full-time assignment.