

## ARTICLE 5

### *Professional Obligations and Assignment*

#### **5.1 Professional Assignment**

- A. Workload: 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 B).

The composition of professional duties and responsibilities of Faculty Members will be determined by the appropriate University administrator after collaboration with the Faculty Member and department/division/program leadership.

Faculty workloads may be comprised of teaching, service, and scholarly activity. In determining a Faculty Member's workload, consideration shall include, but is not limited to, the following factors: historical workloads; the missions and goals of academic units; criteria developed for the evaluation of faculty; the level, duration, and mode of delivery of a workload activity; the requirements of externally funded contracts and grants; and whether an activity requires extended contact hours.

- B. Bipartite Assignment: 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 Assignment: 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 provisions in this article. Tripartite appointments and research opportunities may be assigned for a single or multiple year duration, consistent with funding sources, research objectives, and department missions and goals. Faculty Members on a tripartite appointment shall remain on the assigned single or multiple year appointment unless change is mutually agreeable to the Faculty Member and the appropriate University administrator. However, Faculty Member agreement is not required in the event that funding sources expire.
- D. 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.

- E. Flexible Workload Assignments. Flexible workloads provide the opportunity to increase workload responsibilities in one semester in order to reduce the responsibilities in the other semester of the same academic year.
1. Notwithstanding paragraph 5.1.B, a Faculty Member may, at his or her discretion, agree to a workload that includes one additional part of up to 16 credit hours of teaching or teaching related activity in one semester of an Academic Year without overload compensation, so long as the Faculty Member's teaching credit hours are or were reduced commensurately in the other semester of the same Academic Year.
  2. If a planned reduction fails to occur, the Faculty Member shall be paid overload compensation for the excess teaching credit hours.
  3. A Faculty Member may not be assigned to teach more than 12 credits in any semester on the basis of the cancellation of a class or classes for any reason in a previous semester of that Academic Year. Note that a faculty member may agree to teach more than 12 credits per paragraph 5.1.E.1 above, but at all times the Faculty Member retains the right to accept or refuse the flexible workload assignment.
  4. Notwithstanding paragraph 5.1.D, a Faculty Member may perform the number of preparations required to fulfill her/his teaching assignment provided that the teaching workload is assigned and compensated in accordance with this provision.
  5. Approval of a flexible workload assignment is at the discretion of the appropriate University administrator.
  6. Faculty Members may refer to this provision in any tenure, promotion, evaluation review, or similar matter to verify or explain their flexible workload assignments.
  7. Assignment of a flexible workload in any academic year does not establish a historical claim to continuation of a flexible workload in subsequent academic years.
- F. 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.
  3. **Overload Compensation:** Faculty Members shall be compensated at a minimum rate of \$1200 per credit hour for overload assignments, but not less than the current practice in place at each MAU as of the date of this agreement.
- G. **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 \$1200 per credit hour, to a maximum rate set proportional to a Faculty Member's base academic year salary, but not less than the current practice in place at each MAU as of the date of this agreement, depending on the needs of the summer session program. In no event shall the total per credit amount paid to a Faculty Member exceed the proportional amount of the Faculty Member's base academic year salary.
  2. If a summer class has low enrollment, the University may, at its discretion, proceed with or cancel the class. If a Faculty Member is notified that a summer class is being cancelled as a result of low enrollment, the Faculty Member may, at her/his discretion, agree to teach the class for reduced compensation, provided the compensation is at least \$80 per student per credit. If there is an offer by the University to the Faculty Member to teach a low enrollment class for reduced compensation, the Faculty Member shall have up to two (2) business days to decide whether to accept the offer.
  3. **Other Summer Assignments (Contract Extensions):** Faculty Members 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.

## **5.2 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.

### **5.3 Evaluation**

Evaluation processes, such as those for promotion and tenure review, for individual Faculty Members shall be the same as policy in effect on June 27, 2006, 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.

### **5.4 Post-Tenure Review**

Faculty Members who have been awarded tenure shall, in accordance with the policies of their MAU, as defined in Article 5.3, 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.

### **5.5 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 June 27, 2006.
- 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.

## **5.6 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 (6<sup>th</sup>) 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 (6<sup>th</sup>) 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 (5<sup>th</sup>) or later year for Special Sabbatical Leave during the sixth (6<sup>th</sup>) 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.

