

Tentative Agreement between Portland State University Faculty  
Association, (PSUFA) Local 3571 and Portland State University  
For CBA Period July 1, 2015 through June 30, 2020

**Article 7: MEMBER RIGHTS**

**Section 1. Nondiscrimination and Affirmative Action.** The University and the Union will not discriminate against nor tolerate discrimination against any member with respect to wages, hours, or any terms or conditions of employment on the basis of age, disability, marital status, national origin, race, religion, sex, sexual orientation, or veteran status. The Union agrees to support the University in the fulfillment of its affirmative action obligations.

**Section 2. Facilities and Amenities.** The University recognizes the importance of office space for instructional faculty members. All members will be provided with a desk or other appropriate working table, a filing cabinet, telephone, mailbox, and a room in which the member can meet privately with students. Adjunct faculty will be provided with dedicated workspaces if available. Members shall have reasonable access to duplicating services, office supplies, computers, storage space, and support staff as made available to other members of the Department or administrative unit. All members of the bargaining unit will be provided with electronic mail and voicemail accounts upon request to the Department chair.

**Section 3. Safe Conditions.** It is the goal of the University to maintain a safe, respectful, and productive environment for faculty, students, administrators, and staff. In light of this, harassment and threatening or violent behavior is prohibited.

Each department head, manager, supervisor, employee, and faculty member is responsible for creating and maintaining an atmosphere free from harassment, violence, and retaliation.

Any complaints or concerns arising from the above paragraphs will be addressed by the Human Resources, Student Code of Conduct, or the Office of Global Diversity & Inclusion.

The University and the Union will work together to clarify and publicize faculty members' rights and responsibilities regarding student conduct, including informing faculty members of the Student Conduct Code and the appropriate routing of concerns regarding student conduct.

The University and the Union staff will work together to facilitate access to the PSU Alert System and receive timely warnings and emergency notifications. Additionally, and to the extent possible under law, the University will notify the affected faculty of any reports of incidents of threatening student conduct filed with Campus Public Safety or Enrollment Management and Student Affairs.

A faculty member shall endeavor to maintain safe working conditions and shall adhere to established safety rules, regulations, and practices. It is a faculty member's responsibility to report any health and/or safety hazards. The member reporting the alleged unsafe conditions shall be promptly apprised of the result of the investigation

If a faculty member believes that their office or classroom assignment presents a clear danger to their health and/or safety, they may request a temporary reassignment from their Chair. The University shall promptly respond to such a request and shall meet with the faculty member and discuss the concern and engage in steps to reach a possible resolution.

**Section 4. Individual Appointments.** The University will not offer an individual member an appointment the terms of which violate this Agreement

**Section 5. Library Privileges and Affiliated Access.** Upon hire, faculty members shall be granted full library privileges, PSU email, and ODIN access for a period of one calendar year. If a faculty member has a need to extend their access they can request it through their Chair.

**Section 6. Committees and Extra-instructional Activity.** The University will appoint bargaining unit members to university-wide committees that deal with issues related to bargaining unit members. In addition, the University encourages voluntary participation of faculty members in extra-instructional activities and work as described in Article 8, Section 1.

**Section 7. Professional Evaluation.**

A faculty member who has been employed as a faculty member by PSU for 3 years or 20 credits, whichever occurs first, will be offered a professional evaluation by their Chair. Evaluations should be offered and completed during the term immediately following the one in which the faculty member has completed the requirements. Once offered, the faculty member may choose whether or not to have an evaluation at that time.

If a faculty member elects not to have an evaluation at that time, s/he will be offered another opportunity for an evaluation after s/he has been employed for an additional 2 years or 12 credits, whichever comes first.

There will be no repercussions for a faculty member who elects not to have an evaluation. Future appointments will continue to be offered on a full academic year basis, once the faculty member has completed the initial requirements as set forth in Article 8, Section 2. Faculty members who opt out may be offered a two year appointment at the discretion of the Chair.

Professional evaluations are for providing feedback and developmental guidance to faculty members and to determine if a two-year appointment is appropriate. This process will not be used for the purposes of discipline or discharge of an employee.

Information about the process for professional evaluations will be referenced at the time of hire in each faculty members' letter of appointment.

Evaluations will be based on the following materials:

Required:

1. Current CV or Resume
2. Summary of student evaluations with short written reflection (not applicable to research faculty)
3. Short statement on teaching or research experience and/or why they teach
4. A current syllabus for each course taught during the corresponding academic year (not applicable for research faculty).
5. The Faculty member shall choose two items from the following list and are encouraged to discuss this selection with their Chair:
  - Classroom observation by a peer of the Faculty member's choice;
  - Letter of support by a peer of the Faculty choice;
  - Examples of special assignments, projects, or research;
  - Description of how the faculty member is staying current in their field.

Evaluation results will be shared in writing and will be signed by the Chair upon completion. A faculty member will be given the opportunity to acknowledge the evaluation results and/or create a written response. Upon request of either party, the results will be shared at an in-person meeting. Any faculty

member's written response to the evaluation process shall be attached to the evaluation documents. Any written evaluation or record of an observation shall be included in the employee's personnel file and shall comply with provisions of Article 9 (Personnel Files).

Once a faculty member has received a successful evaluation, future appointments will be offered for a term of two academic years, subject to the provisions of Article 8, §2. Further evaluations may be conducted every four years if initiated by the Chair. Evaluations will follow Article 7, §7.

A faculty member who has received a negative evaluation will not be issued a two-year contract, but will be offered the opportunity to teach one additional course and offered re-evaluation upon completion of the course. All negative evaluations must include a written explanation of the reasons for the evaluation result.

If, as a result of a negative evaluation, a faculty member is not offered a two-year contract, they may appeal, subject to the process as set forth below.

**Appeal Process** For the purpose of this appeal process, information provided by email will be considered to have been submitted in writing.

In the event that a faculty member receives an evaluation that results in the department not offering that faculty member a two-year appointment, they may appeal to the Chair within 10 days. The Chair shall provide a written response within 5 days of receiving an appeal.

If the faculty member is dissatisfied with the Chair's decision, the faculty member may appeal to Dean, with a copy to the Chair, within 10 days after receiving the Chair's appeal response. Within 5 days of the filing of the appeal, the Chair shall provide the Dean with all documents pertinent to the evaluation, with a copy to the faculty member. The faculty member may file a written explanation in support of their position. The Dean will render their decision in writing within 5 business days of receiving the required documentation. The Dean's decision is final.

**Section 8. Disputes.** In keeping with the University's goal of providing a respectful and productive environment in which to deliver quality academic programs, the university shall fully investigate any dispute concerning interactions between faculty and students with respect to all parties concerned and shall seek a resolution that demonstrates fairness and academic integrity. When appropriate, the faculty member will be notified of an investigation and informed of the outcome of the investigation in a timely fashion.

**Section 9. Labor-Management Committee.** The Vice Provost for Academic Personnel and & Leadership Development, the Director of Academic Employee & Faculty Labor Relations, and the President of the Union will establish a labor-management committee to discuss matters concerning bargaining unit members. The committee shall meet once per quarter or at the request of either party. This committee will work collaboratively to address workplace issues that may arise that are outside of the grievance process, and discuss concerns.

**Section 10. Intellectual Property Rights.** The University agrees to provide as a resource the Director of Innovation and Intellectual Property to employees who have questions and/or concerns about the use or misuse of intellectual property rights. If the University Intellectual Property Rights policy is modified PSUFA will be notified and will be provided the opportunity to give input.

**Section 11. Orientation and On-boarding.** The parties agree to establish an Orientation and On-boarding process as set forth in the Letter of Agreement incorporated into this Agreement.

**Section 12. University Awards for Part-time Faculty.** In addition to existing awards at the Department, School/College and University level, the parties agree to establish and offer an annual university award (or awards) specifically for adjunct faculty. This award recognizes faculty members who have demonstrated excellence in teaching or made exceptional contributions to the PSU campus community. The Letter of Agreement incorporated into this Agreement outlines the details for the creation and administration of the award.

## **Article 8. APPOINTMENTS AND ASSIGNMENT RIGHTS**

### **Section 1. Appointments.**

All appointments of faculty are non-tenure-related. Initial appointments for faculty may be granted on a term-by-term basis. No appointment shall create any right, interest, or expectancy in any further appointment beyond its specific term, except as expressly provided in this Agreement.

Letters of appointment to employ or re-employ shall, when feasible, be sent at least five (5) weeks prior to the first class meeting of the course to be taught. A faculty member will receive additional compensation, as provided in Article 12, if the letter of appointment is offered less than two weeks prior to the first class meeting, or if the class is cancelled less than two weeks prior to the first class meeting or within the first two weeks of class. This provision only applies during fall, winter and spring terms. During summer term, cancellation compensation will be calculated and dispensed according to the HR form "Cancellation of Appointment for Adjunct Pay." See Appendix (D) HR form.

Declination of an offer made less than three (3) weeks before the first class meeting will not prejudice the University's consideration of offering future employment. However, acceptance of and subsequent withdrawal without reasonable cause from an offered course within two weeks before the first class meeting may prejudice the University's consideration of future employment.

All offers to employ faculty members will be made in the form of a letter. An offer not accepted by the date specified in the letter of appointment will be considered to have been withdrawn. The letter of appointment will contain the offered adjunct academic rank, rate of pay, courses to be taught each term, credit hour of the courses, reference to timing and process of evaluations (as provided for in Article 7, Section 7), notice regarding future appointments, notice of faculty right to additional compensation in the cases of late appointments and class cancellation, bargaining unit status and PSUFA contact information, as well as other relevant information.

Substantial changes to letters of appointment templates will be discussed with the labor/management committee prior to implementation.

The assignment of FTE for faculty members shall be on the basis that 1.0 FTE equals forty-five (45) course credit hours per academic year.

The University recognizes and encourages instructional faculty's voluntary participation and input in extra-instructional activities at both the departmental and university-wide levels. These activities may include but are not limited to: attending departmental meetings, serving on departmental or university committees, and/or developing courses. Such participation is not required, but in the event that the university requests and the college/school approves, instructional faculty will be compensated, as provided in Article 12. Such participation by faculty in addition to their existing appointment is not to exceed FTE of .49 per year. The exact nature of faculty involvement, including voting rights, will be determined by departmental and/or University policy.

#### Academic Ranks for Instructional Faculty Appointments:

Faculty members who hold advanced degrees or have comparable experience in the discipline in which they teach (but do not hold terminal degrees in their field) will be hired at a minimum academic rank of Adjunct Instructor.

Faculty members who hold terminal degrees or have comparable experience in the discipline in which they teach will be hired at the minimum rank of Adjunct Assistant Professor.

Comparable experience will be determined by the department based on the faculty member's professional accomplishments. Departmental guidelines will inform the Chair's determination and a Letter of Agreement (Appendix \_\_\_) will provide additional details for process and criteria in the evaluation of a faculty member's experience.

A faculty member who obtains a terminal degree in their field while employed at the University shall advance to the rank of Adjunct Assistant Professor at the beginning of the term immediately following the award of their degree.

Adjunct Instructors will be eligible for advancement to the rank of Adjunct Senior Instructor upon the completion of a minimum of 3 years or 24 credits, whichever occurs first, at the rank of Instructor at the University.

If a successful performance evaluation, as described in Article 7, Section 7, was done before this time the Department Chair will consider those materials in their determination of advancement in rank consistent with department guidelines. Breaks in service of less than 4 terms, excluding summer term, will not impact progression.

#### Academic Ranks for Research Faculty Appointments:

Research faculty who do not hold terminal degrees in their fields will be hired at a minimum academic rank of Adjunct Research Assistant.

Research faculty who hold terminal degrees or a Master's degree and comparable experience in their fields will be hired at the minimum academic rank of Adjunct Research Associate.

Research Assistants who obtain terminal degrees in their fields while employed at the University shall advance to the rank of Adjunct Research Associate at the beginning of the term immediately following the award of their degree.

Research Assistants and Research Associates in this Unit will be employed on, and will abide by, the same standards and employment policies applicable to other professionals in the research unit.

#### General Provisions Regarding Academic Ranks:

All faculty may request consideration for adjustment of rank from their Department Chair as provided above.

Faculty members entering the AFT bargaining unit with an academic rank other than those listed above will be given the opportunity to retain their previous rank or be assigned a comparable rank at the discretion of the Department Chair.

Faculty who are current employees at the time this contract is ratified may, at their option, continue to hold their current rank provided that it is a rank available in the CBA in effect when they were hired.

Those PSU faculty who retire from a ranked position that is more than half-time and are thereafter hired as an adjunct at PSU will retain the equivalent rank as an adjunct.

## **Section 2. Assignment Rights.**

1. During winter term, the University will distribute a questionnaire to all employees via the employees' University e-mail addresses. This questionnaire will also include a statement that unassigned courses and vacant faculty positions are posted in each department. It will allow faculty to specify their availability and desire to teach courses that coincide with their expertise. Each member wishing to teach in the next year will return the completed questionnaire to their Chair, and will have the right to meet with their Chair to discuss their desire to teach in the next year.

When the applicant system is implemented for faculty, it will perform the functions described above and replace the questionnaire. When established, course offerings will be posted for the full upcoming academic year. Additional courses may be necessary and will be posted. Faculty members will express their availability and desire to teach courses by applying to adjunct pools through the applicant tracking system.

2. Initial appointments for faculty may be granted on a term-by-term basis.

3. Beginning the academic year following the term in which a faculty member has been employed by PSU for 2 years or 8 credits, whichever occurs first, future appointments will be offered on a 9-month, academic year basis. The assignment for this 9-month appointment will be at minimum the average annual course load taught during the period in which the faculty member completed the two years or 8 credits referenced above.

4. The right to a professional evaluation, as described in Article 7, Section 7, for the purpose of obtaining a two-year appointment is acquired when a faculty member is employed for a total of 20 credits or 3 years, whichever occurs first. The two-year appointment will include a minimum assignment of the greater of two courses per academic year or the average annual course load taught during the period in which the faculty member completed the 20 credits or 3 years referenced above.

5. Faculty employed on or after September 16, 2014 will be subject to the following provisions:

- a) For faculty with assignment rights, any future appointments will be offered for a term of two academic years. The faculty member may be evaluated every 4 years if initiated by the Chair or requested by the faculty member. The terms of the two-year appointments are those set forth in Paragraph 4 above.
- b) Beginning the academic year following the term this contract is ratified, faculty members who have taught between 8 and 20 credits will be offered any future appointments on a 9-month academic year basis. If, based on performance concerns or other criteria listed in number 8.2.7, the Chair determines that a 9-month contract will not be awarded, then the Chair will meet with the faculty member to discuss their decision. Absent a 9-month appointment faculty members may be offered a term-to-term contract. Once completing an additional 8 credits, faculty will be offered a 9-month appointment as described in 8.2.3. The terms of the appointment are those set forth in Paragraph 3 above.
- c) Faculty members who have taught 20 or more credits will be offered an evaluation and the opportunity to receive a 2-year appointment beginning the following academic year. The terms of the appointment are those set forth in Paragraph Section 4 above. If they decline to have an evaluation, then they will receive a 1-year appointment at the start of the next

academic year. The terms of the appointment are those set forth in Paragraph Section 3 above.

6. After completion of a two-year appointment, members will continue to be offered two-year appointments for as long as, in the Chair's academic judgment, subsequent two-year appointments, best serve the needs of the department and the needs of the department's students.

7. All one and two year appointments will be based on the academic judgment of the Chair, taking into account enrollment issues, shift in FT teaching loads, and whether the member has been disciplined in accordance with Article 16 (Progressive Sanctions) and pedagogical or curricular changes. If, due to such changes, a faculty member is not offered re-appointment, the Chair and the faculty member shall discuss, at the member's option, whether other teaching opportunities exist in the department for them based on what they are qualified to teach. A department's intent to re-appoint or not to re-appoint faculty for the following academic year should be communicated at least one term prior to the end of the faculty member's appointment or as soon as reasonably possible.

If courses that occur during a faculty member's appointment are expected to be cancelled or modified, the faculty member will be notified at least one term in advance.

8. Neither the University nor its departments, schools, or colleges shall establish a policy which arbitrarily limits the number of academic terms or years during which a member may be employed.

9. A decision not to renew an appointment is not grievable except as an alleged violation of a provision of this Agreement.

### **Section 3. Voluntary Resignation.**

Failure to appear at the beginning of a term to meet assigned classes, or failure to meet classes during any subsequent week(s), without a diligent effort to provide written notification to the University will be understood to constitute voluntary resignation.



Economics Tentative Agreement

Interests	Fiscal Yr. 17/Academic Yr. 2016	Fiscal Yr. 18/Academic Yr. 2017
Minimum Salaries	4% Increase to the minimum rates for instructional and research faculty effective Fall term	4% Increase to the minimum rates for instructional and research faculty effective Fall term
Non-Minimum Salaries	Instructional: 1% increase on the minimum instructional rate/Research faculty: 1% increase on the minimum research rate, effective Fall term	Instructional: 1% increase on the minimum instructional rate/Research faculty: 1% increase on the minimum research rate, effective Fall term
Length of Service Adjustments		3 – 5 Years 0.25% increase > 5 – 7: 0.50% increase >7 – 9: 0.75% increase >9 – MAX: 1.0% increase
Independent Study Pay	Greater of: \$50/credit or \$100	Greater of: \$50/credit or \$100
Committee Work	\$25/hour (+ ZOPA concepts)	\$25/hour (+ ZOPA concepts)
Adjunct Excellence Award	2 awards (1 for scholarship/1 for teaching excellence) @ \$1000 per award	2 awards (1 for scholarship/1 for teaching excellence) @ \$1000 per award
Professional Development Fund	\$100,000	\$100,000
Faculty Education	\$45,000	\$45,000
Health Insurance Fund	\$225,000	\$225,000
EAP	All employees covered (Approx: \$8,200)	All employees covered (Approx: \$8,200)
Course Cancellation/Late Appointment Fee	\$50 per credit	\$50 per credit
Duration of Agreement (5 yrs.)		Interim re-opener in 2018 to re-negotiate wages and benefits
Compensation for Bargaining Team for future negotiations		2 terms, 3 members, 2 credits/member

+ Adjunct faculty invited to the Academic Quality task force, Additions to the letter of hire regarding class size and resources available for large classes; Intent to conduct sick leave study and follow-up on the creation of a sick-leave bank;



## Letter of Agreement

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION, LOCAL 3571 AND THE PORTLAND STATE UNIVERSITY IN ACCORDANCE WITH THE SPIRIT OF GOOD FAITH AND FAIR DEALING.

The parties acknowledge that the basis for this Letter of Agreement was agreed to during the negotiations that led to this contract.

The parties agree to the following with regard to **Orientation and Onboarding**:

1. The task force shall be composed of three members designated by PSUFA and three members designated by the University Administration.
2. The task force shall convene 30 days after the conclusion of ratification and is charged with providing the following documents and/or recommendations with regard to Orientation and/or Onboarding:
  - A. Orientation Materials:
    1. Topics identified to be included
  - B. Outreach Plan will consider:
    1. Delivery options
    2. Frequency of orientation events
    3. Design of events and the potential for combining with other groups
    4. Implementation Date
3. The parties further agree that the Labor Management Committee as defined in Article 7, §9, will have oversight of the Orientation and/or On-Boarding process once established.
4. The parties agree to routinely convene the meetings defined in 3 above on a regular basis to evaluate the program and make appropriate changes.

This Letter of Agreement is effective upon signature, and shall remain in effect until the expiration of the Collective Bargaining Agreement

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The parties agree to the following with regard to the **creation and administration of an annual University-wide adjunct faculty award** as described in Article 7, Section 12:

1. A working group will be established, composed of three members designated by PSUF A and three members designated by the University Administration.
2. The working group shall convene within 60 days after the conclusion of ratification and is charged with creating and taking steps towards the administration of an award or award(s) specifically for adjunct faculty. Their work will include:
  - a. Developing criteria for eligibility and selection process
  - b. Determining a nomination process for the award
  - c. Establishing a process for the distribution of a monetary component to the award
  - d. Designing a process or event for award reception

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The parties acknowledge that the basis for this Letter of Agreement was established during the negotiations that led to this contract.

The parties agree to the following with regard to the **creation and administration of a centralized Adjunct Faculty Information Database** that will improve the efficiency, consistency, and transparency of the appointment process for Adjunct faculty.

1. A task force will be established that will include up to three members designated by PSUFA in addition to members of the University Administration working on this project.

The committee members will decide how often to meet and when to meet. The University will assist with notification of meetings, scheduling rooms, and taking notes and providing them to members.

2. This Committee will be guided by the priorities agreed to in bargaining as well as the University's Strategic plan. The committee will provide a written report that includes recommendations based on research of best practices for addressing the following:
  - Identify classes current adjunct faculty have the expertise to teach in one or more departments at PSU.
  - Indicate availability to teach specific classes and at different times of the year.
  - See a list of the classes expected to be taught during the academic year.
  - Access and update adjunct faculty members' accounts, as well as submit application materials such as resumes or CVs.
  - Review available systems and databases (to include People Admin).
  - Promote diversity through hiring and retention.
  - Eliminate or modernize practices or systems that are duplicative, inefficient or add unnecessary costs.
  - Avoid any unintentional costs incurred by students.
3. A report from this committee will be due on December 31, 2016. This report will be in writing and will be submitted to the President of PSUFA and the Provost. The task force shall convene 30 days after the conclusion of ratification.

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The parties acknowledge that the basis for this Letter of Agreement was established during the negotiations that led to this Contract.

This letter describes the evaluation of faculty members' experience to determine whether it is equivalent or comparable to the academic requirements for a specified academic rank. This process will be referred to as the **Adjunct Re-ranking Procedure**. The parties acknowledge that the basis for this Letter of Agreement was agreed to during the negotiations that led to this contract.

Comparable experience will be determined by departments based on the faculty members' professional accomplishments. This Letter of Agreement lays out the process, the criteria, and the timeframe within which this adjunct re-ranking process will occur.

Departments may establish additional criteria, with adjunct faculty input that are equitable and appropriate for their discipline. Faculty in all departments have the right to be treated in a fair manner. Departmental guidelines, if previously defined, will be used. Criteria in place at time of application will apply. Otherwise the following list will be used:

- Any professional papers that the candidate has authored (co-authored and/or edited). Peer-reviewed work and professional papers would be especially relevant.
- Experiential knowledge gleaned from on-the-job application. A resume that can attest to significant involvement in professional activities relevant to their academic focus.
- Prior teaching experience at an academic rank of "Professor".
- Contributions to the civic community, and to professional and academic communities.

The criteria by which requests for re-rank will be judged include:

- the relevance to the candidate's academic focus,
- the depth of knowledge demonstrated and/or gained through the experience,
- the quality of pedagogic skill demonstrated by the applicant, and
- the Department Chair's professional judgment.

The timeframe and process for this Adjunct Re-ranking Procedure shall be as follows:

- Departments may develop appropriate criteria with adjunct faculty input as defined above or adopt University-wide criteria.
- Candidate should submit a written request for the Adjunct Re-Ranking Procedure to the Department Chair.
- No later than the second Friday after the beginning of the term, the candidate shall provide a portfolio of proofs to support their claim for Adjunct re-ranking.
- Department Chairs, in consultation with their faculty, shall review the materials and issue a decision by the last Friday of the term in which the Candidate submitted their portfolio of relevant experience.
- Each Department Chair will recommend action to the Dean and share that recommendation with the candidate. The Dean will make a **final** decision within one month. Implementation shall occur no later than the beginning of the next term following the final decision.

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