

**TENTATIVE AGREEMENT (1/24/2025)**

**UNIVERSITY OF OREGON MEDIATION PROPOSAL (1/24/2025)**

UNITED ACADEMICS COUNTERPROPOSAL (12/5/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (11/21/2024)

UNITED ACADEMICS COUNTERPROPOSAL (11/13/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (10/17/2024)

UNITED ACADEMICS COUNTERPROPOSAL (9/26/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)

UNITED ACADEMICS COUNTERPROPOSAL (7/15/24)

UNIVERSITY OF OREGON PROPOSAL (4/18/2024)

**Document Key**

UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

[Package. This is a package proposal with Article 15, 19, 20, and 34.]

~~[UO Trade: 10 vs. 14 days for a faculty member to provide a review response. UO can agree to go from 10 days to 14 days in Section 15, 16, 24, 31, 35, & 36 in exchange for moving the decision due date to June 15 from June 1 in Section 17 & 21. Current proposal reflects 10 days and maintains June 1.]~~

~~United Academics modification of trade: We agree to an extension to 14 days in Section 15, 16, 24, 31, 35 & 36 and moving the decision due date to June 5 in Section 17 & 21.)~~

**ARTICLE 20. TENURE REVIEW AND PROMOTION**

**Section 1.** This Article applies only to bargaining unit faculty members in the Tenure-Track and Tenured classification. Tenure is in the University, and not in a college, school, department, program, or discipline. The award of tenure requires an express grant by the Provost communicated in writing to the bargaining unit faculty member and signed by the Provost. There is no de facto tenure. Tenure means that the bargaining unit faculty member’s employment may be terminated only for cause (Article 24), or in case of program eliminations or reductions (Article 25).

**Section 2. Standards and Guidelines.** The University follows the same general timetable, process, and standards of performance for evaluation and promotion as do many other public research universities, particularly AAU institutions. The University also considers AAUP guidelines for tenure review and promotion. All department or unit review guidelines shall be established and revised by the processes set out in Article 4.

**Reviews**

**Section 3.** Reviews for bargaining unit faculty members in the Tenure-Track and Tenured classification will consist of (1) annual reviews for faculty not holding tenure; (2) mid-term reviews between appointment and tenure review for the faculty without tenure; (3) tenure and

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47 promotion reviews; (4) third-year post-tenure reviews for tenured faculty in the third year  
48 following: *[inserted list formatting for clarity]*  
49 a. a tenure and/or promotion decision, or  
50 b. a previous third-year review for associate professors (if a promotion to full professor  
51 review is not taking place in the same year);, or  
52 c. following a sixth-year post-tenure review for full professors;  
53 (5) promotion-to-full-professor review for tenured faculty in their sixth year or later after  
54 receiving tenure; and (6) sixth-year post-tenure reviews for full professors ~~tenured faculty~~ in  
55 their sixth year following a ~~tenure and/or~~ promotion to full decision or following a previous  
56 sixth-year review.

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### 59 General Review Provisions

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61 **Section 4. Accelerated-Early Review.** An ~~accelerated-early~~ tenure review may occur in  
62 particularly meritorious cases as determined by the Office of the Provost in consultation with the  
63 appropriate dean, department, or unit head, and the bargaining unit faculty member.

64

65 **Section 5. Notice of Meetings.** A bargaining unit faculty member will receive at least three  
66 days' notice of any meeting or hearing, which the member is invited or required to attend with a  
67 dean or the Provost or designee regarding recommendations or decisions on promotion or tenure.  
68 The bargaining unit faculty member may have a colleague or Union representative present at the  
69 meeting as an observer.

70

71 **Section 6. Waiver of Access to Materials.** Bargaining unit members have the right whether to  
72 waive in advance in writing their access to see any or all of the evaluative materials (see Article  
73 8, Personnel Files). The choice by the bargaining unit faculty member to waive or not waive  
74 access to evaluative materials shall not be considered during the evaluation process. Such  
75 waivers, however, shall not preclude the use of redacted versions of these documents in an  
76 appeal process (Article 21). The redacted versions are intended to protect the identity of  
77 reviewers, who are informed about the faculty member's waiver choice.

78

79 **Section 7. Stopping of the "Tenure, Promotion, and Review Clock."** The "tenure, promotion,  
80 and review clock" shall be stopped for one year in the following circumstances, unless the  
81 bargaining unit faculty member specifies otherwise:

- 82 a. ~~for one year~~ upon the birth or adoption of a child;  
83 b. due to a leave of absence or intermittent leave with a duration of twelve weeks or longer  
84 as a result of an ADA or FMLA qualifying event. No more than two extensions may be  
85 granted under this subsection between any clocked review (i.e., between successive  
86 PTRs).

87

88 The review clock may also be stopped in other extraordinary circumstances, including up to two  
89 years for approved leaves of absence without pay lasting two or more terms during each year of  
90 the approved leave, as approved by the Office of the Provost.

91

92 If the faculty member opts to restore the period when the clock was stopped, they may apply for  
93 review at the time they would have become eligible without the stopping of the clock. Leaves not

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94 resulting in a clock stoppage will be considered as a part of review periods. This Section applies  
95 to mid-term, tenure, and promotion reviews, as well as third-year and sixth-year post-tenure  
96 reviews. ~~No more than two one-year clock extensions may be granted between reviews for~~  
97 ~~reasons a. and b. above (i.e., up to two one-year clock extensions may be granted between~~  
98 ~~successive third-year reviews, with the second third-year review taking place in the fifth year).~~  
99

100 **Section 8. Relevant Information.** Only significant information relevant to the review shall be  
101 included in a review file. Relevant information is information that relates to the review criteria as  
102 defined in this Agreement. Relevant information may include disciplinary action taken against  
103 the bargaining unit faculty member, if the underlying acts relate to or affect the faculty member's  
104 ability to meet the review criteria. Information not relevant to the review or information that  
105 contains allegations that have not been fully reviewed by the appropriate office (research  
106 misconduct, office of investigations and civil rights compliance, employee and labor relations,  
107 etc.) shall not be included in the file initially, although allegations that relate to relevant  
108 information may be included if they are sustained after an appropriate review.  
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110 ~~[deletion moved to next section]Reviews shall consider any lack of resources necessary to the~~  
111 ~~performance of professional responsibilities that were identified in previous workload~~  
112 ~~discussions.~~  
113

114 **Section 9. Review Evaluations and Considerations Recommendations.** Reviews should  
115 provide justifications for their conclusion based on the file, previous levels of review, and the  
116 unit-level policy. Reviews shall consider any lack of resources necessary to the performance of  
117 professional responsibilities that were identified in previous workload discussions (Article 17,  
118 Section 3). ~~If, at any level of review, the evaluation or recommendation regarding the faculty~~  
119 ~~member's progress toward tenure and promotion differs materially from any previous level of~~  
120 ~~review, such evaluation must clearly justify each material difference and cite specific evidence~~  
121 ~~from the file to support the differing evaluation.~~  
122

123 ~~**Section 10. Request for Clarification.** If, within periods to provide responsive material or~~  
124 ~~information for the evaluation file, the bargaining unit faculty member makes a good faith~~  
125 ~~request for clarification or additional detail regarding the reasoning or evidentiary basis for the~~  
126 ~~differing assessment of the faculty member's file, the evaluator will make a good faith effort to~~  
127 ~~provide such additional detail or clarification within 14 days from the date of receiving such~~  
128 ~~request. The bargaining unit faculty member will then have an additional 14 days from receipt of~~  
129 ~~the response to provide supplemental responsive material or information for the evaluation file.~~  
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### 131 Pre-Tenure Reviews

132 **Section 10. Annual Pre-Tenure Reviews.** Each tenure-track bargaining unit faculty member  
133 who has not received tenure and is not in the process of a tenure review will have an annual  
134 review conducted by the department or unit head or designee. These annual reviews provide an  
135 opportunity to evaluate the tenure-track bargaining unit faculty member's performance and offer  
136 an opportunity to address problems and to support faculty members in their progress toward the  
137 mid-term and tenure reviews.  
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**Mid-Term Reviews**

**Section 11. Purpose, Outcomes and Appeals.** Mid-term reviews shall be an assessment of the bargaining unit faculty member’s progress toward tenure and should assist the faculty member’s development. The outcome of a mid-term review shall be *either: [inserted list formatting for clarity]*

- a. ~~(1)~~ a contract until the end of the faculty member’s tenure and promotion review year, which allows for the possibility of identifying any concerns that should be addressed prior to consideration for promotion and tenure, as well as providing constructive feedback and appropriate support identified in the review; or, ~~;~~ ~~(2) a one- or two-year contract specifying an additional mid-term review; or (3)~~
- b. a one-year, terminal contract in rare cases where the review determines the faculty member will be unable to meet the unit-level criteria for tenure and promotion by the time that the tenure decision would otherwise be expected ~~is made and when there is consensus across all levels of review~~. Only a review decision resulting in a terminal contract may be appealed through the process specified in Article 21. ~~If a two-year contract is issued under (2) and the subsequent mid-term review is not successful, the bargaining unit faculty member’s employment will end with the expiration of the contract.~~

**Section 12. Timing.** Each tenure-track bargaining unit faculty member who has not received tenure will have a mid-term review approximately halfway between appointment and eligibility for tenure, ~~except those appointed with a tenure review date three years or less from the time of their initial appointment (Article 16, Section 6)~~. The timing of this review generally will be established at the time of appointment, in that this review will usually take place during the last year of the bargaining unit faculty member’s initial contract. A successful review is one prerequisite for contract renewal.

**Section 13. Mid-Term Review Period.** The review will include all research, teaching, and service accomplished since the beginning of the faculty member’s employment in the current position in addition to other materials specified by the faculty member’s hiring agreement (Article 16). Leaves are considered consistent with Section 7.

**Section 14. Initiating the Mid-Term Review.** To initiate the mid-term review process, the department or unit head or designee will contact the bargaining unit faculty member during the fall term of the year in which the review will take place and request the following:

1. **Election of Criteria:** The bargaining unit faculty member will be reviewed relative to the criteria in effect when their employment began. If the criteria have changed since the beginning of employment, the faculty member must choose either the earlier or current set of criteria.
2. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member’s current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities.

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3. **Scholarship portfolio:** A comprehensive portfolio of scholarship, research, and creative activity during the review period; and appropriate evidence of national or international recognition or impact.
4. **Personal statement:** A 3–6-page personal statement developed by the bargaining unit faculty member ~~explaining how their provided material relates to demonstrates they are on track to meet meeting evaluating their performance measured against~~ the applicable **unit-level** criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; service contributions to the academic department, center or institute, school or college, university, profession, and the community; and contributions to diversity, equity, and inclusion.
5. **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of class assignments and exams, information from student experience surveys, which will be considered in light of the response rate, and similar material.
6. **Service portfolio:** As **applicable available**, evidence of the bargaining unit faculty member’s service contributions to their academic department, center or institute, school or college, university, profession, and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op-ed pieces, and/or letters of appreciation. The portfolio may also include a short statement on the faculty member’s unique service experiences or obligations.

**Section 15. Department or Unit Head’s Role.** The department or unit head will obtain and place in the evaluation file copies of summary reports from the **teaching student**-evaluation process, including Student Experience Surveys. The file must also include recent peer evaluations of the bargaining unit faculty member’s teaching that is aligned with the university-wide teaching standards established by the University Senate.

Once the department or unit head has obtained all of the appropriate documents and information, they will establish a committee of tenured faculty and provide the committee with access to the documents and information. The department or unit head will then:

1. Obtain a report from the faculty committee including an assessment of the bargaining unit faculty member’s progress toward tenure and promotion; and
2. Prepare their own **independent** evaluation of the bargaining unit member’s progress toward tenure and promotion ~~that considers the entire file along with previous levels of review, takes into account the committee report and departmental discussion, and is consistent with Section 9;~~ and
3. Provide the department or unit head’s written report to the bargaining unit faculty member and allow the faculty member ~~14~~ 10-days from the date of the receipt of the

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234 report to provide responsive material or information, which shall be included in the  
235 evaluation file; and

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237 4. Submit the evaluation file to the appropriate dean.

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239 If a department or unit has or develops a policy or practice of providing the report of the faculty  
240 committee to the bargaining unit faculty member, the department or unit head shall do so.

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242 **Section 16. Dean's Role.** The dean will review the file and may consult with appropriate persons  
243 and may obtain and document additional relevant information. Once the dean deems the file  
244 complete, they will prepare a separate report and recommendation. The dean will share their  
245 written report and recommendation with the bargaining unit faculty member and allow the  
246 faculty member ~~14~~ 10 days from the date of receipt of the report to provide responsive material  
247 or information, which shall be included in the evaluation file. The dean then will submit a  
248 summary report including dean's recommendation, department head's recommendation, faculty  
249 committee report, and faculty member's curriculum vitae, statement, and responsive material or  
250 information to the Provost or designee.

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252 **Section 17. Provost's Role.** The Provost or designee will consider the cumulative  
253 recommendations received from department faculty, the department or unit head, and the dean,  
254 and then will decide the terms and duration of any subsequent appointment of the bargaining unit  
255 faculty member. Upon Provost review, the summary report will be placed in the faculty  
256 member's departmental or college personnel file and a decision conveyed in writing to the  
257 faculty member no later than June 5 ~~4~~.

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### 260 **Tenure Review Process**

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262 **Section 18. Eligibility for tenure review.** Except as authorized in writing by the Provost or  
263 designee, a bargaining unit faculty member is entitled to a decision on tenure only after six  
264 consecutive academic or fiscal years of employment at ~~or above the FTE at which they were~~  
265 ~~hired. 1.0 FTE per year or the equivalent of consecutive part time employment at or above 0.5~~  
266 ~~FTE per year.~~ An appointment is considered consecutive even if interrupted by one or more  
267 approved leaves of absence. Leaves are considered consistent with Section 7.

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269 **Section 19. Tenure Review period.** The tenure review will include all research, teaching, and  
270 service accomplished since the beginning of the faculty member's employment in the current  
271 position in addition to other materials specified by the faculty member's hiring agreement  
272 (Article 16). Leaves of absence not resulting in a clock stoppage will be considered as part of the  
273 review period.

274

275 **Section 20. Initiating the Tenure Review Process.** To initiate the tenure review process, the  
276 department or unit head will contact the bargaining unit faculty member no later than winter term  
277 of the year preceding the year in which a tenure decision is required and request the following:

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279 1. **Election of Criteria:** The bargaining unit faculty member will be reviewed relative to the  
280 criteria in effect during their last mid-term review. If the criteria have changed since the

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281 last mid-term review, the faculty member must choose either the earlier or current set of  
282 criteria.

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- 284 2. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the  
285 faculty member's current research, scholarly, and creative activities and  
286 accomplishments, including publications, appointments, presentations, and similar  
287 activities and accomplishments. This document should clearly differentiate between  
288 accomplishments that occurred during the review period and those that did not.  
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  - 290 3. **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative  
291 activity during the review period; and appropriate evidence of national or international  
292 recognition or impact.  
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  - 294 4. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit  
295 faculty member ~~explaining how their provided material relates to demonstrates meeting~~  
296 ~~evaluating their performance measured against~~ the applicable unit-level criteria for tenure  
297 and promotion. The personal statement should expressly address the subjects of teaching;  
298 scholarship, research, and creative activity; service contributions to the academic  
299 department, center or institute, school or college, university, profession, and the  
300 community; and contributions to diversity, equity, and inclusion.  
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  - 302 5. **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions  
303 of course content and instructional expectations for courses taught by the bargaining unit  
304 faculty member, examples of class assignments and exams, information from student  
305 experience surveys, which will be considered in light of the response rate, and similar  
306 material.  
307
  - 308 6. **Service portfolio:** As available, evidence of the bargaining unit faculty member's service  
309 contributions to their academic department, center or institute, school or college,  
310 university, profession, and the community. Such evidence could include white papers  
311 authored or co-authored by the faculty member, commendations, awards, op-ed pieces,  
312 and/or letters of appreciation. The portfolio may also include a short narrative elaborating  
313 on the faculty member's unique service experiences or obligations.  
314
  - 315 7. **External reviewers:** ~~At the option of the bargaining unit faculty member,~~ A list of  
316 qualified outside reviewers ~~provided by the bargaining unit faculty member.~~  
317

318 All material in this Section, along with the following items, will be included in the Tenure  
319 Review File:

- 320
- 321 8. **Additional Information.** Faculty members and/or the University may submit relevant  
322 information during a review from the date information is initially submitted to their  
323 department head through the date the Provost issues the final decision. Late submissions  
324 of information may result in additional questions to the faculty member or to reviewers at  
325 the previous levels. Additional information may include work completed during the  
326 review year, if such information or material is included, it may not be included in the  
327 review period of subsequent reviews. If detrimental information is added to their file, the

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328 bargaining unit faculty member will be notified and may add a response or request the  
329 file go back to their department or unit faculty personnel committee for review, which  
330 may result in a decision delay. The additional faculty personnel committee report must be  
331 submitted along with the new information for inclusion in the Tenure Review File.  
332

- 333 9. **Mid-Term Review(s).** The dean's summary report and the Provost's final decision from  
334 any mid-term reviews conducted will be included.  
335

336 **Section 21. Schedule for Review of Tenure and Promotion Files.** The Office of the Provost  
337 will establish a schedule for the compilation and review of tenure and promotion files. If the  
338 bargaining unit faculty member fails to comply with the timeline established by the Provost for  
339 submission of materials, the department or unit head will notify the faculty member of the  
340 missed deadline by university email and the primary phone on record in the Banner system. If  
341 the faculty member does not respond within 14 days, tenure may be denied. If the faculty  
342 member responds within 14 days, the department or unit head will establish a new deadline for  
343 submission of all materials.  
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345 The new deadline must allow the University adequate time to complete the tenure review process  
346 by June 5<sup>+</sup>. If the faculty member misses the new deadline, tenure will be denied.  
347

348 **Section 22. External reviews.** The department or unit head will prepare a list of qualified  
349 external reviewers, with input from the department or unit faculty eligible to vote on a tenure and  
350 promotion case. The department or unit head will select a majority of the external reviewers from  
351 this independently prepared list, but the department or unit head's primary responsibility is to  
352 obtain the best judgments from the most highly qualified experts in the appropriate areas. Most,  
353 if not all, of the external reviewers should be at the rank for which the candidate is being  
354 considered or above (i.e., associate professor or professor for tenure and promotion to associate  
355 professor; professor for promotion to professor). Reviewers generally should come from  
356 comparable AAU and research intensive institutions or programs. The suggestions regarding  
357 affiliations apply to the majority of external reviewers and are not strict prohibitions. A  
358 minimum of five substantive external evaluations is required for a tenure case to move forward.  
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360 The department or unit head will recruit external reviewers from the list prepared by the  
361 department or unit head and the separate list provided by the bargaining unit faculty member. A  
362 ~~absolute~~ majority of external reviews included in the file must be ~~provided by reviewers~~ selected  
363 by the department or unit and not included on the list of reviewers provided by the faculty  
364 member under review. If there is overlap between the independently prepared lists, the external  
365 reviewer counts as a unit selection. The department or unit head will provide each external  
366 reviewer with the candidate's signed and dated curriculum vitae, signed and dated personal  
367 statement, the candidate's scholarship portfolio, and the department's or unit's written criteria for  
368 promotion and tenure. External reviewers may not be asked to evaluate the candidate against the  
369 standards of their own institution.  
370

371 **Section 23. Faculty Review.** The eligible faculty in the candidate's department or unit, or a  
372 personnel committee comprised of a subset of the eligible faculty (if the department's or unit's  
373 internal policy specifies the creation of such a committee), will review the file and the external  
374 reviews, prepare a report, and vote. In cases where there are too few eligible faculty members to



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375 form a personnel committee within the candidate's department or unit, the department or unit  
376 head will work with the appropriate dean to establish a committee including appropriate faculty  
377 members from outside the department. A final vote will be conducted by signed ballot, **which**  
378 **may happen electronically**, and the ballots will remain confidential to the extent permitted by  
379 law. **The department or unit head will inform the faculty member whether the vote was positive**  
380 **or not**. A de-identified vote tally, however, will be provided to the faculty member by the  
381 department or unit head **in the event of an appeal**.

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383 **Section 24. Review by Department or Unit Head, College or School Personnel Committee,**  
384 **and Dean.** The department or unit head will prepare **their own an independent** report and  
385 recommendation **that considers the entire file along with previous levels of review takes into**  
386 **account the committee report and departmental discussion consistent with Section 9** based on  
387 **their own judgment of** the file, and then forward the entire file to the appropriate dean. The file  
388 then will be reviewed by a school- or college-level personnel committee appointed by a process  
389 determined by the dean. The committee will prepare **their own an independent** report **consistent**  
390 **with Section 9**, and vote, and will forward the entire file to the dean. This step may be bypassed  
391 in schools or colleges whose deans choose not to convene a personnel committee. The dean will  
392 then prepare **their own an independent** report and recommendation based on **their own judgment**  
393 **of the file and consistent with Section 9, and** then meet with the candidate to discuss the case,  
394 review the recommendations made by the department committee, department or unit head, and  
395 the school or college-level personnel committee (if applicable), and the dean's own  
396 recommendation. The candidate will be provided with a copy of the dean's report that has been  
397 redacted in accordance with the waiver status to protect personally identifiable information. The  
398 candidate may provide responsive material for the file within **14 10**-days of the meeting with the  
399 dean or the receipt of the redacted report, whichever is later. The dean will then forward the  
400 entire file to the Office of the Provost.

401

402 **Section 25. Provost's Review of File.** The Provost or designee will review the promotion and  
403 tenure file for completeness, **and** general presentation, and may request additional information  
404 from the dean. The file forwarded to the Provost or designee should include the contents listed in  
405 Appendix 3: Tenure Review File Checklist.

406

407 **Section 26. University Faculty Personnel Committee Review.** After the Provost or designee  
408 has reviewed the file and deemed it complete, the file is sent to the University Faculty Personnel  
409 Committee (FPC). The committee will review the file, request additional information from the  
410 Office of the Provost, or previous levels of review, if necessary, and then discuss and record a  
411 vote to recommend that tenure and promotion is either granted or denied. The committee will  
412 prepare a written summary of its discussion, which will include the outcome of the vote.

413

414 **Section 27. Provost's Decision.** The Provost has plenary authority to award or deny tenure. The  
415 candidate will be notified in writing of the Provost's decision. The letter accompanying the  
416 decision will contain an explanation of the reasons underlying the Provost's decision, if the  
417 decision is to deny tenure or promotion. A tenured appointment may not be less than **0.50 FTE**.  
418 If tenure is granted, the letter will include a statement indicating the FTE of the tenured  
419 appointment. The letter will be placed in the candidate's personnel file. The foregoing does not  
420 preclude a subsequent written agreement between the Provost or designee and the candidate  
421 adjusting the FTE of the appointment, so long as the appointment is at least **0.50 FTE**.

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423 Successful candidates are granted tenure and assume their new classification and rank at the start  
424 of the next academic year, or sooner at the discretion of the Provost. Candidates who are denied  
425 tenure will receive a notice of appointment, which expires at the end of the academic or fiscal  
426 year following the one in which the application for tenure was submitted.

427  
428 **Section 28. Withdrawal of Application.** A bargaining unit faculty member may withdraw an  
429 application for tenure in writing to the Provost and the dean at any time before the Provost's  
430 decision. Upon withdrawal, a bargaining unit faculty member will receive a notice of  
431 appointment which expires at the end of the academic or fiscal year following the one in which  
432 the application for tenure was submitted.

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### 435 **Promotion to Full Professor Review**

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437 **Section 29. Promotion from Associate Professor to Professor.** The criteria for promotion to  
438 full professor are those outlined in the bargaining unit faculty member's unit-level policy. The  
439 process and timelines for review and evaluation for promotion from associate professor to  
440 professor are the same as those for promotion to associate professor and tenure, except:

441

- 442 1. There is no requirement to initiate the promotion process to professor.
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- 444 2. Bargaining unit faculty members with tenure who are denied promotion from associate  
445 professor to professor will remain employed at the associate professor rank.
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- 447 3. If the review criteria have changed during the six years prior to the review, the faculty  
448 member may elect either the earlier or current set of criteria.
- 449
- 450 4. The results of post-tenure reviews during the review period will be included in the  
451 promotion file.
- 452
- 453 5. The review period for promotion reviews shall include all work accomplished since being  
454 awarded tenure.

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### 456 **Post-Tenure Reviews**

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458 **Section 30.** Tenured bargaining unit faculty members at the rank of associate professor will have  
459 a third-year review in the third year following promotion and every three years thereafter ~~until~~  
460 ~~promotion to full professor~~. Tenured associate professors will not be required to complete a  
461 third-year review in a year when they are seeking a promotion to full professor. Following  
462 promotion, full professors will have alternating third-year reviews and major sixth-year post-  
463 tenure reviews. The primary function of post-tenure reviews ~~is are~~ to foster continued faculty  
464 professional growth and ~~is are~~ not a process to reevaluate the award of tenure. If a review is not  
465 successful, then a development plan may be established (Section ~~38 37~~). The post-tenure review  
466 process may not be used to shift the university's burden of proof in a proceeding to terminate a  
467 tenured faculty member for cause.

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469 **Section 31. Third-Year Post-Tenure Reviews.** Third-year post-tenure reviews will be ~~informal~~  
470 ~~reviews unless a department head and dean agree, or the Office of the Provost determines, that a~~  
471 ~~formal review is necessary for the faculty member to meet expectations for a subsequent review.~~  
472 **a. Informal Third Year Reviews.** ~~The informal third year post-tenure review is~~ conducted by  
473 the appropriate department or unit head with the bargaining unit faculty member. ~~Review~~  
474 ~~Informal review~~ materials will typically consist of a curriculum vitae, a brief personal statement  
475 ~~(up to 3 pages) accounting for and explaining anything not clear from their CV,~~ materials for the  
476 evaluation of teaching (where applicable), and a sabbatical report (where applicable) (Section  
477 33). ~~As a result of the review,~~ †The department or unit head will prepare a concise statement ~~that~~  
478 ~~includes an evaluation of whether the faculty member is exceeding, meeting, or not meeting~~  
479 ~~expectations under their unit level policy (or Section 39 38, as appropriate). The department head~~  
480 ~~will and share their statement #~~ with the bargaining unit faculty member, who will have ~~14 10~~  
481 ~~business~~ days to respond in writing. The review materials, head's statement, and faculty  
482 ~~member's~~ response are then sent to the dean and then to the Office of the Provost for approval.  
483 The head's statement and any response ~~from the bargaining unit faculty member, dean, and~~  
484 ~~Office of the Provost will be placed in the bargaining unit faculty member's personnel file. If in~~  
485 ~~the process of the informal review, the department or unit head and dean agree, or the Office of~~  
486 ~~the Provost determines, that a formal review is necessary to meet expectations on a subsequent~~  
487 ~~review, they will initiate the Formal Review process below and notify the faculty member. If a~~  
488 ~~formal review is initiated, the statement and response will become part of the formal review~~  
489 ~~dossier.~~ **b. Formal Third Year Reviews.** This process applies to associate and full professors  
490 ~~who undergo a formal third year post-tenure review. The department or unit head will convene a~~  
491 ~~faculty personnel committee (if one does not already exist in the department or unit) that will~~  
492 ~~review a faculty member's work in relation to the unit level post-tenure review criteria, or the~~  
493 ~~criteria in Section 38. If unit level policies require a vote, the tenured department faculty with the~~  
494 ~~same or higher rank, not including the candidate, will vote to endorse the committee's report and~~  
495 ~~recommendation. The department or unit head will write a separate report in light of the~~  
496 ~~materials gathered and the faculty committee's report and, if required, the faculty vote. The~~  
497 ~~department or unit head will meet with the faculty member and will provide a copy of the head's~~  
498 ~~report and the redacted faculty committee's report. The faculty member will have 10 business~~  
499 ~~days from the date of the receipt of the report to provide responsive material or information,~~  
500 ~~which shall be included in the evaluation file. These will be reviewed by the dean and the Office~~  
501 ~~of the Provost. If the unit-level review criteria (or Section 39, as appropriate) were not met by the~~  
502 ~~faculty member and the recommendation is re is consensus between the head, dean, or and~~  
503 ~~Office of the Provost result of the review is to recommends\_ to implement a development plan,~~  
504 then the head and faculty member will develop one in consultation with the dean to be approved  
505 by the Office of the Provost (Section ~~38 37~~).

506  
507 **Section 32. Sixth-Year Review.** Only full professors will have sixth-year post-tenure reviews,  
508 ~~which will be . Tenured bargaining unit faculty members will have a review~~ in the sixth year  
509 following promotion to full professor or ~~six years after their previous a sixth-year post-tenure~~  
510 review.

511  
512 **Section 33. Sixth-Year Review Period.** The review period will include all work accomplished  
513 during the previous six years, taking into account any leaves and resulting clock stoppages  
514 (Section 7).

515

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516 **Section 34. Initiating the Sixth-Year Review.** To initiate the review process, the department or  
517 unit head or designee will contact the bargaining unit faculty member during the fall term of the  
518 year in which the review will take place and request the following:  
519

- 520 1. **Criteria:** Criteria for sixth-year post-tenure reviews will be as specified in Section 39 38  
521 below unless the department or unit has approved post-tenure review criteria. If the  
522 review criteria have changed during the six years prior to the review, the faculty member  
523 may elect either the earlier or current set of criteria.  
524
- 525 2. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the  
526 faculty member's current research, scholarly, and creative activities and  
527 accomplishments, including publications, appointments, presentations and similar  
528 activities. This document should clearly differentiate between accomplishments that  
529 occurred during the review period and those that did not.  
530
- 531 3. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit  
532 faculty member ~~explaining how their provided material relates to demonstrates meeting~~  
533 ~~or exceeding evaluating their performance measured against~~ the applicable unit-level  
534 criteria for post-tenure review. The personal statement should expressly address the  
535 subjects of teaching; scholarship, research, and creative activity; service contributions to  
536 the academic department, center or institute, school or college, university, profession, and  
537 the community; and contributions to diversity, equity and inclusion.  
538
- 539 4. **Sabbatical report:** A report of the accomplishments and benefits resulting from  
540 sabbatical, if applicable.  
541

542 **Section 35. Department or Unit Head's Role.** The department or unit head or designee will  
543 obtain and place in the evaluation file copies of summary reports drawn, as appropriate, from the  
544 system of ~~teaching student~~ evaluation ~~of teaching evaluation~~ that was in effect prior to Fall 2019  
545 and the Student Experience Surveys that were effective as of Fall 2019. The file must also  
546 include a recent peer evaluation of the bargaining unit faculty member's teaching. Peer teaching  
547 reviews should be aligned with the university-wide teaching standards as established by the  
548 University Senate.  
549

550 Once the department or unit head has obtained all of the appropriate documents and information,  
551 they will establish a committee of full professors and provide the committee with access to the  
552 documents and information. The faculty committee will prepare a report and a recommendation  
553 regarding the outcome of the review. The report and recommendation will be reviewed by the  
554 committee who will vote on the recommendation. The department or unit head or designee will  
555 then:  
556

- 557 1. Obtain a report from the faculty committee including an assessment of the bargaining  
558 unit faculty member's performance, a recommendation regarding the outcome of the  
559 review, and the results of the faculty vote; and  
560
- 561 2. Prepare their own ~~independent an~~ evaluation ~~based on their own judgment~~ of the  
562 bargaining unit faculty member's performance ~~that considers the entire file along with~~

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563 ~~previous levels of review takes into account the committee report and departmental~~  
564 ~~discussion consistent with Section 9;~~ and  
565

- 566 3. Provide the department or unit head's report to the bargaining unit faculty member and  
567 allow them ~~14~~ 10 days from the date of the receipt of the report to provide responsive  
568 material or information, which shall be included in the evaluation file; and  
569
- 570 4. Submit the evaluation file to the appropriate dean.  
571

572 If a department or unit has or develops a policy or practice of providing the report of the faculty  
573 committee to the bargaining unit faculty member, the department or unit head shall do so.  
574

575 **Section 36. Dean's Role.** The dean will review the file and may consult with appropriate persons  
576 and may obtain and document additional relevant information. Once the dean deems the file  
577 complete, they will prepare a separate report and independent recommendation. The dean will  
578 share their written report and recommendation with the bargaining unit faculty member, redacted  
579 as appropriate, and allow them ~~14~~ 10 days from the date of receipt of the report to provide  
580 responsive material and information, which shall be included in the evaluation file. The dean will  
581 then submit the complete evaluation file to the Office of the Provost.  
582

583 **Section 37. Provost's Role.** The Provost or designee will consider the cumulative evaluations  
584 received from the faculty committee, the department or unit head, and the dean.  
585

586 ~~{We are postponing discussion on this provision until we come to an agreement regarding merit~~  
587 ~~review provision}~~  
588

589 If the Provost or designee concludes that the bargaining unit faculty member's performance  
590 meets ~~or exceeds~~ expectations in all areas of a sixth-year review, the bargaining unit faculty  
591 member will receive an increase in their base salary per Article 26.  
592

593 **Section 38. Development Plans.** If the Provost concludes that the bargaining unit faculty  
594 member's performance does not meet expectations in one or more areas, the dean and the  
595 department or unit head shall consult with the bargaining unit faculty member and shall  
596 recommend to the Provost a development plan for demonstrable improvement in the area(s) at  
597 issue. The goal of the plan is to put the faculty member on track to meet expectations in that area  
598 or areas at their subsequent review. The development plan should be implemented no later than  
599 the first term of the academic year following the review. Development plans may require  
600 adjustment of professional responsibilities (e.g., reduced service or teaching in order to support  
601 more research) and must specify a follow-up review timeline.  
602

603 If a faculty member has a development plan, the criteria in the area(s) specified in the  
604 development plan will be in effect for those areas of the subsequent review. If the faculty  
605 member does not meet expectations in the specified area(s), the Provost may ~~reduce~~ or ~~reassign~~  
606 the faculty member's FTE associated with the specified area(s) or may establish a new  
607 development plan or both. If the faculty member's FTE is adjusted, future reviews will reflect  
608 the adjustment of duties.  
609

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610 ~~[We are postponing discussion on this provision until we come to an agreement regarding merit~~  
611 ~~review provision]~~

612  
613 A bargaining unit faculty member who has had their FTE or duties adjusted as the result of an  
614 unsuccessful development plan may elect to have their standard workload restored if, on a  
615 subsequent post-tenure review, they meet ~~or exceed~~ expectations in the areas in which the faculty  
616 member had previously been determined not to have met expectations. If the faculty member  
617 meets ~~or exceeds~~ expectations as outlined in the unit policies, they may, if they so choose,  
618 resume their standard workload the Fall following the year the post-tenure review was initiated.

619  
620 **Section 39. Post-Tenure Review Criteria.** Review criteria for third- and sixth-year post-tenure  
621 review are as follows, unless a department or unit has an approved unit-level policy establishing  
622 their own post-tenure review criteria through the process specified in Article 4.

623  
624 In cases where a tenured faculty member has a workload other than the standard tenure-track  
625 workload in the department or unit (e.g., with larger teaching and smaller research FTE, or vice  
626 versa) or is working under a development plan, the standard for meeting expectations in a third-  
627 or sixth-year review will be established by these alternate arrangements and informed by the  
628 unit-level policy and the guidelines below. *[moved up from below]* Each of the three areas below  
629 should include contributions in teaching, research, and service that demonstrably promote  
630 diversity, equity, and inclusion.

- 631  
632 1. **Teaching:** Teaching standards as established by the University Senate.
- 633  
634 2. **Research, scholarship, creative, and artistic achievement:** In general, research,  
635 scholarship, and creative achievement is demonstrated in the following categories. Each  
636 category applies in a given case only if that category is specified in the unit promotion  
637 and tenure policy. The standards of evaluation, unless otherwise specified by the unit  
638 policy, will be the standards established for promotion to full professor. Some categories  
639 to be considered include:
- 640 a. publications and/or creative activities of significance and;
  - 641 b. externally funded research;
  - 642 c. patents, intellectual property developed; technologies licensed, companies spun-  
643 off;
  - 644 d. adoptions of research innovations by other researchers, organizations, or the  
645 public;
  - 646 e. research awards and prizes;
  - 647 f. membership in the national academies or other selective research societies;
  - 648 g. research in progress and substantially planned work (including grant proposals);
  - 649 h. translational research or scholarship that influences public policy or contributes to  
650 societal benefits;
  - 651 i. participation in conferences, conventions, seminars, and professional meetings;
  - 652 j. professional peer review, holding office in academic and professional  
653 organizations, serving on committees and/or on editorial boards;
  - 654 k. association with organizations and groups that will result in professional  
655 improvement of the faculty member and bring recognition to the university;
  - 656 l. research or professional consultation for federal agencies, foundations, or other

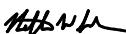
## TENTATIVE AGREEMENT (1/24/2025)

- 657 research sponsors;
- 658 m. recognized evidence of scholarly and professional visibility, such as special
- 659 awards, scholarly citations, and the republication of work;
- 660 n. scope and depth of scholarship as revealed in public lectures, book reviews, and,
- 661 in special circumstances, discussions;
- 662 o. works of art, such as painting, sculpture, design, planning, musical composition,
- 663 poetry, fiction, drama, dance, photography, and film disseminated or exhibited in
- 664 recognized venues of quality and distinction;
- 665 p. public performances: musical recitals, concerts, conducting, theater performance
- 666 and production, dance performance and production, radio or television production
- 667 disseminated/exhibited in recognized venues of quality and distinction;
- 668 q. public recognition: exhibitions, commissions, acceptance of work for permanent
- 669 collections, awards.
- 670
- 671 3. **Service:** Consistent with promotion to full professor as specified in the collective
- 672 bargaining agreement, senior faculty are expected to engage in significant service
- 673 demonstrating leadership and commitment both within and outside the candidate's
- 674 department or unit. Service must include some of the following:
- 675 a. leadership in academic and administrative roles:
- 676 i. academic program area or departmental administration and curriculum;
- 677 ii. personnel and policy committees or activities;
- 678 iii. college or school administration and committees or activities;
- 679 iv. university or state system administration and committees or activities.
- 680 b. service and activities on behalf of the larger community (local, state, national, and
- 681 international governmental bodies, NGOs, etc.);
- 682 c. academic contributions to community activities, either as an individual or as a
- 683 representative of the university;
- 684 d. service to professional and disciplinary organizations;
- 685 e. academic service on behalf of the public interest.
- 686

687 ~~[moved up for clarity] 4. Contributions in teaching, research, and service that demonstrably~~

688 ~~promote diversity, equity, and inclusion.~~

### Tentative Agreement (1/24/2025):

  
Nathan Whalen (Jan 28, 2025 09:21 PST)

Jan 28, 2025

**Nathan Whalen (United Academics)**



Jan 27, 2025

**Chris Meade (University of Oregon)**