

ARTICLE __
APPOINTMENT, REAPPOINTMENT, AND PROMOTION

1. Terms of appointment

- 1.1.** Contract Faculty appointments are full-time, renewable, and multi-year. First appointments shall be for a minimum of 3 years.
- 1.2.** Hiring practices for Contract Faculty Members shall be transparent and fair. The process shall include involvement of department and school committees and deans, in accordance with school governance processes. NYU shall include Contract Faculty Members in the hiring process for full-time continuing contract faculty to the same or greater extent as it did at the time of the execution of the Neutrality and Election Agreement (January 3, 2024).

2. Notice of initial appointment

- 2.1.** As soon as practicable, but no later than sixty (60) calendar days prior to the start of the initial appointment, or with enough time to complete work authorization, whichever is earlier, the Administration shall provide a written notice of appointment, as described below. Under exceptional circumstances a shorter period between the notice of initial appointment and start date may be allowed, subject to mutual agreement between the Contract Faculty Member and the Administration.

3. Letter of appointment

The Administration will copy the Union on all appointment and reappointment letters. Letters of appointment or reappointment shall include the following information:

- 3.1.** A statement that the position is eligible for reappointment and/or promotion;
- 3.2.** The title and rank of the appointment or reappointment;
- 3.3.** The start and end date of the appointment or reappointment;
- 3.4.** The number of months per year of the appointment or reappointment;
- 3.5.** The school, department, and/or program;
- 3.6.** Whether or not the appointment or reappointment is a joint appointment and if a joint appointment, the percentage of work responsibilities in each department and/or program;
- 3.7.** Anticipated place of employment (location of work site(s) – e.g. Washington Square campus, remote);

- 3.8. A description of all job responsibilities including teaching course load, advising and supervision load, contact hours, and projected student enrollment; responsibilities relating to research, creative, or professional activity; and responsibilities relating to service;
- 3.9. The beginning salary;
- 3.10. A link to welcome materials supplied by the Union; and
- 3.11. A statement that the appointment or reappointment is to a bargaining unit position and therefore governed by the terms and conditions of this Agreement, and that as a condition of employment, each Contract Faculty Member, as defined in Article 1, will become a member of the Union or pay an Agency Fee within the later of thirty-one (31) calendar days of ratification of this Agreement or thirty-one (31) calendar days of the date the Contract Faculty Member first becomes an employee of the University.

4. Appointment information

At the time a Contract Faculty Member receives their letter of appointment or reappointment, the Administration will also provide access to the following materials:

- 4.1. A summary of benefits including but not limited to insurance and retirement benefits, and the requisite enrollment information;
- 4.2. A summary of housing benefits, and the requisite enrollment information;
- 4.3. A summary of benefits relating to research and professional development;
- 4.4. A statement that the Administration maintains individual Personnel Files and that the Contract Faculty Member may access their Personnel File in accordance with the provisions of Article X;
- 4.5. NYU's Non-Discrimination and Anti-Harassment policy;
- 4.6. The NYU Faculty Handbook and school, program, or department handbook where applicable;
- 4.7. The policies of the school(s) and/or program(s) in which the Contract Faculty Member is appointed, including reappointment and promotion policies;
- 4.8. Any relevant visa information as outlined in Article X;
- 4.9. Other information agreed upon by the parties.

5. Notice of review for non-presumptively renewable appointments

- 5.1. The Administration shall provide Contract Faculty Members with non-presumptively renewable appointments with a written notice of review no later than the first week of the academic year in the penultimate year of the

appointment. If the appointment is due to terminate on a date other than August 31, the Administration shall provide a written notice of review no later than one calendar year in advance.

- 5.2.** The written notice shall include the reappointment and promotion policies for the relevant school, department, and/or program; a calendar of the review process; and instructions for accessing and using the electronic system, if any, that the school, department, and/or program uses for portfolio review.
- 5.3.** If the appointment is a joint appointment, the written notice of review shall specify the procedure by which both departments and/or programs will be represented on the review committee.

6. Reappointment & Promotion

This section shall apply to promotion for all Contract Faculty Members and to reappointment only for Contract Faculty Members on non-presumptively renewable appointments (i.e. Contract Faculty Members at base rank who have not yet successfully undergone their first and second reappointment reviews).

Schools, programs, and divisions shall establish policies governing the appointment, review, and reappointment of Contract Faculty Members consistent with, and sensitive to, the diversity of Contract Faculty roles and responsibilities. The school policies for reappointment and promotion in effect as of ratification of this Agreement shall govern the reappointment of Contract Faculty Members on non-presumptively renewable appointments and the promotion of all Contract Faculty Members provided that all such policies are consistent with this Agreement. Schools and programs whose policies as of ratification of this Agreement are not consistent with this section (6) shall revise those policies to conform within one calendar year of the ratification of this Agreement, in accordance with faculty governance processes and section (13) of this Article. School policies must be readily accessible (in print or online) to all faculty members, and must include the date of adoption. School policies shall include:

- 6.1.** The criteria that will guide the committee's evaluation, including (where appropriate) the different expectations for tenured/tenure-track faculty and Contract Faculty Members;
 - 6.1.1.** An explanation of whether and how teaching performance will be assessed. For example, the following factors might be considered: course materials (e.g., syllabi, lecture notes, assignments), course development and innovation, instructor development, collegial observations, samples of student writing, evidence of continuing influence upon students, examples of learning beyond the classroom.
 - 6.1.2.** An explanation of whether and how research and scholarship (where appropriate), the creative and performing arts (where appropriate), and professional activity (where appropriate) will be assessed. For example,

the following factors might be considered: publications, grant applications, documentation of professional presentations, exhibitions, screenings, performances, creative works.

- 6.1.3.** An explanation of whether and how administrative work (where appropriate), program development (where appropriate), and departmental, school, university, or professional service (where appropriate) will be assessed.
 - 6.1.4.** A statement that review committees may consider a Contract Faculty Member's work beyond the scope of their jobs as described in the appointment letter as described in Section (3) of this Article, but they may not hold against the Contract Faculty Member a failure to do work not described in their appointment letter.
- 6.2.** Policies for convening the review committee charged with assessing the Contract Faculty Member's review dossier and creating a personnel recommendation report. The review committee must:
 - 6.2.1.** Be made up of senior Contract Faculty Members and Tenured/Tenure Track Faculty Members elected by the voting Members of the Contract Faculty of that school. Senior Contract Faculty Members include those holding the rank of professor (or equivalent) and those holding a rank at or above the rank of the Contract Faculty Member under review;
 - 6.2.2.** Have a majority of Contract Faculty Members. In schools, departments, and/or programs where it is not feasible or appropriate to convene a majority Contract Faculty Member review committee, the notice of review will contain a statement regarding the makeup of the review committee, including any external reviewers;
 - 6.2.3.** Not include academic directors, associate deans, departmental chairpersons or departmental heads or any faculty whose responsibilities are primarily administrative.
 - 6.2.4.** Elect one of its members as the chair, with such authority as their committee wishes to delegate for the creation of the personnel recommendation report for submission to the Dean and/or administrative head;
 - 6.2.5.** Assess the Contract Faculty Member's review dossier and vote by secret ballot to determine a recommendation regarding reappointment and/or promotion;
 - 6.2.6.** Prepare a personnel recommendation report evaluating and summarizing the evidence of accomplishment, and making a recommendation regarding reappointment, and promotion and contract length (when applicable). The personnel recommendation report may be written by one or more members of the committee, but it must represent a collective

judgment of the committee or, in the case of a divided opinion, a majority of the committee. If there is a split vote, the minority opinion shall be appended to the majority review.

- 6.3.** Procedures for communication between the review committee, the Dean and/or administrative head, and the Contract Faculty Member under review:
 - 6.3.1.** In schools where the personnel recommendation report is submitted to an administrative head, the administrative head's recommendation to the school Dean must include the review committee's full report and any supporting materials, including comments from the faculty.
 - 6.3.2.** The Dean may only reject the review committee's recommendations on the following grounds:
 - 6.3.2.1.** The review committee's evaluation process was inaccurate, inconsistent, discriminatory, or unfair.
 - 6.3.2.2.** The procedures used to reach the decision were improper.
 - 6.3.2.3.** The recommendation was based on inadequate consideration.
 - 6.3.2.4.** The recommendation violated the academic freedom of the Contract Faculty Member.
 - 6.3.2.5.** The review committee's recommendation was so arbitrary that it has no rational foundation.
 - 6.3.3.** If the school Dean's decision is contrary to the recommendations of the review committee and/or administrative head on appointment, title, or length of contract, the Dean will provide the committee with the reasons in writing. The committee members will then have thirty (30) calendar days in which to provide further information or a written rebuttal before the Dean's decision is finalized.
 - 6.3.4.** The Dean will provide the faculty member with a written summary of the committee's report and the Dean's own assessment and decision.
 - 6.3.5.** At a Contract Faculty Member's request, the Dean, administrative head, or other relevant supervisor shall meet to discuss the report.
- 6.4.** A statement that no evaluation, promotion, or reappointment process may in any way impinge on a Contract Faculty Member's academic freedom; and
- 6.5.** A statement that for Contract Faculty Members whose job duties include academic service, service to the Union shall be considered as service to the University.

7. Notice of non-reappointment

In the event of a decision to not reappoint, a Contract Faculty Member shall be notified of

the intention to not reappoint no later than August 31 of the penultimate year of their current appointment, and shall continue to be under contract for the final year of that appointment.

8. Ranks and Length of Appointments

- 8.1.** Contract Faculty Members shall be appointed at the rank of Assistant Professor, Lecturer, or Language Lecturer; Associate Professor, Associate Senior Lecturer, or Senior Language Lecturer; or Professor, Senior Lecturer, or Distinguished Language Lecturer.
- 8.2.** At the rank of Assistant Professor, Lecturer, or Language Lecturer, appointments shall be for at least three years. At the rank of Associate Professor, Associate Senior Lecturer, or Senior Language Lecturer, appointments shall be for at least six years. At the rank of Professor, Senior Lecturer, or Distinguished Language Lecturer, appointments shall be for at least nine years.
- 8.3.** Regardless of rank, a contract faculty member's third appointment shall be for no fewer than six years. The fourth appointment and every appointment thereafter shall be for no fewer than nine years.
- 8.4.** If any school, department, program, or division's minimum appointment length policy or practice provided for longer minimum appointments as of the execution of the Neutrality and Election Agreement (January 3, 2024) than those provided for herein, the longer appointment length policy or practice will continue and prevail.

9. Promotion Schedule

- 9.1.** For the purposes of this article, a "year of service" shall include academic service at other Universities and years served as an Adjunct or Part-Time Faculty Member at NYU.
- 9.2.** Contract Faculty Members appointed at the rank of Assistant Professor, Lecturer, or Language Lecturer shall be eligible to apply for promotion to Associate Professor, Associate Senior Lecturer, or Senior Language Lecturer according to the criteria and timelines laid out in school policies, but no later than the fifth year of service. This time period may be shortened at the discretion of the Dean or administrative head.
- 9.3.** Contract Faculty Members appointed at the rank of Associate Professor, Associate Senior Lecturer, or Senior Language Lecturer shall be eligible to apply for promotion to the rank of Professor, Senior Lecturer, or Distinguished Language Lecturer according to the criteria and timelines laid out in school policies, but no later than the tenth year of service or the penultimate year of the appointment at associate or senior, whichever is earlier. This time period may be

shortened at the discretion of the Dean or administrative head.

- 9.4. If a Contract Faculty Member is denied promotion, the Contract Faculty Member may apply again in the following year.
- 9.5. Promotions shall be effective immediately following the rendering of the promotion decision.
- 9.6. Upon retirement, Contract Faculty Members shall be eligible to be appointed to the rank of emeritus or emerita professor on the same basis and with the same privileges as tenured faculty.

10. Changing Lines

If a Contract Faculty Member changes lines mid-appointment but remains at the same rank, the Contract Faculty Member's contract clock shall not reset.¹

11. Presumption of Reappointment

- 11.1. The term "presumptively renewable" shall mean the Contract Faculty Member holding such an appointment may be non-reappointed only for just cause.
- 11.2. A Contract Faculty Member who undergoes or has undergone two successful reappointment reviews shall have a presumptively renewable appointment.
- 11.3. A Contract Faculty Member who holds the rank of Associate Professor, Associate Senior Lecturer, Senior Language Lecturer, Professor, Senior Lecturer, Distinguished Language Lecturer, or any other rank above base rank shall have a presumptively renewable appointment.

12. Faculty Activity Report

Schools that required Contract Faculty Members to submit an annual activity report at the time of the Neutrality and Election Agreement may require a Contract Faculty Member to annually submit to the Dean an activity report, comparable in scope to reports required of tenured/tenure-track faculty but appropriate for Contract Faculty appointments.

13. Amendment of Appointment, Reappointment, and Promotion Policies

- 13.1. Schools, programs, and departments may, from time to time, revise their policies for appointment, reappointment, and promotion, provided that such revisions

¹ By way of example, if a Contract Faculty Member who holds a three-year Lecturer appointment changes lines to an Industry Assistant Professor in the 2nd year of their appointment, the Contract Faculty Member's contract clock will continue in the 2nd year of a three-year appointment.

conform to this Agreement.

- 13.2.** Contract Faculty Members shall participate in formulating and/or amending the policy. The process of consideration of the policy must include timely distribution of the current policy to the faculty, faculty discussion, and representation of the faculty taken as a whole, as well as the right to present and vote on amendments, and to make recommendations to and vote on the policy in a regularly scheduled faculty meeting or by electronic ballot as the faculty governance body may determine. The voting process shall be included and stated explicitly in the policy.
- 13.3.** Newly formulated or amended policies governing the appointment, reappointment, and promotion of Contract Faculty are effective and binding only upon approval by the Union, which shall consult with the Continuing Contract Faculty Senators Council (C-FSC) and, if relevant, the Tenured/Tenure Track Faculty Senators Council (T-FSC).