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ARTICLE __ PROMOTION

This proposal is redlined against the Employer's 3/23/26 proposal.

This Article will replace for Contract Faculty Members the promotion provisions in the "Faculty Policies Applicable to Full-Time Continuing Contract Faculty" under the NYU Faculty Handbook.

1. Preamble

- 1.1. Promotions are non-mandatory and are defined in this Article as a change in rank to the Contract Faculty Member's faculty position from the Assistant to the Associate rank or from the Associate to the Full Rank. For avoidance of doubt, a change from a non-bargaining unit position to a bargaining unit position does not constitute a promotion.
- 1.2. Promotions of a Contract Faculty Member may be made only by an authorized representative(s) of NYU.

2. Eligibility to Apply for Promotion

2.1. Promotion from Assistant to Associate Rank

- 2.1.1. Contract Faculty Members appointed at the Assistant rank shall be eligible to apply for promotion to the Associate Rank during their sixth year of service at NYU in the Assistant rank or any subsequent year thereafter.

2.2. Promotion from Associate to Full Rank

- 2.2.1. Contract Faculty Members appointed at the Associate rank shall be eligible to apply for promotion to the Full rank during their sixth year of service at NYU in the Associate rank or any subsequent year thereafter.

- 2.3. Contract Faculty Members may apply for promotion to the Associate or Full rank on an earlier timeline than set forth herein at the discretion of the Dean or their equivalent (for

example, for cases of prior equivalent service as a full-time faculty member at another university).

- 2.4. If a Contract Faculty Member's application for promotion is denied, the Contract Faculty Member may apply again for promotion after two years from the date of their previous application.

3. Criteria for Promotion

- 3.1. Contract Faculty Members who meet the criteria for promotion demonstrate the standards embodying the levels of achievement that ensure the excellence of the school's educational and training programs, as those standards are set forth in this Agreement.

- 3.1.1. Specifically, Contract Faculty Members who are being considered for promotion shall demonstrate excellence in the criteria for performance evaluation set forth in Article X (Performance Evaluation), including as to teaching, service, and any other responsibilities of their position as defined in Article X (Workload)¹ and the Contract Faculty Member's terms of appointment, as well as their professional conduct.

- 3.1.2. For Contract Faculty Members whose job responsibilities do not include research/scholarship, creative activity, and/or professional activity, such is not a requirement for promotion but may be included in the promotion dossier if the Contract Faculty Member engaged in such work.

- 3.1.3. For avoidance of doubt, promotion is awarded not on the basis of time in rank but because of the Contract Faculty Member's excellence in performing their job responsibilities.

4. Review Process for Promotion

- 4.1. The review process for promotion of a Contract Faculty Member shall follow the terms of this Article. The review process for promotion may, but does not have to, be in conjunction with the review process for reappointment, as determined by the applicable school or college or equivalent.

- 4.2. Each school or college or equivalent shall send an email to their Contract Faculty Members before or around the start of each academic year, but no later than September 30, that includes the eligibility requirements to apply for promotion and the timeline for the promotion process. If a Contract Faculty Member is eligible to apply for promotion, the Contract Faculty Member shall notify their Department Chair or equivalent in writing that they are seeking to be evaluated for promotion. The Contract

¹ This proposal is subject to NYU's Workload and Performance Evaluation proposals.

Faculty Member's notification shall be made by the date set by the Dean or equivalent, but the Contract Faculty Member shall receive at least one month's time from receiving the aforementioned email to provide such notification.

- 4.3. Required as part of the promotion process, the school or college or equivalent shall set a date by which Contract Faculty Members shall submit the following materials as specified by the Dean or equivalent (or their designee) no later than February 1 of the academic year in which they are being evaluated for promotion: an updated curriculum vitae; a personal statement (of 5 pages or less) highlighting their contributions in the areas of teaching, service, and other relevant job responsibilities; and the most recent version of the course syllabus for each course they have taught since their hire when seeking a first promotion or since their last promotion (hereinafter, as applicable, "the promotion review period"). Contract Faculty Members also may choose to submit additional evidence of their teaching effectiveness, service, and, if applicable, research/scholarship, creative activity, and/or professional activity. However, a choice not to submit such additional evidence shall not be held against the Contract Faculty Member.
- 4.4. Required as part of the promotion process, **the Contract Faculty Members** ~~for full-time faculty members~~ in their department or equivalent shall elect a **Bargaining Unit Contract Faculty Advisory Committee on Reappointment and Promotion**² (hereinafter referred to as "Advisory Committee") comprising ~~of three two~~ Contract Faculty Members ~~(or full-time faculty members)~~³ **subject to footnotes 2 and 3 in this Article.**
- 4.4.1. ~~The Department Chair or equivalent shall seek to select two internal letter writers from the same department or equivalent as the Contract Faculty Member being reviewed. Where there are not sufficient Contract Faculty Members two internal letter writers available within the same department or equivalent, the~~

² ~~In departments or the equivalent where there are, as of ratification of this Agreement, separate reappointment and promotion committees, there shall be a separate Advisory Committee on Reappointment and a separate Advisory Committee on Promotion. this practice shall continue. In departments or the equivalent where there are, as of ratification of this Agreement, a singular unified reappointment and promotion committee or no reappointment and promotion committee, there shall be a singular unified Advisory Committee on Reappointment and Promotion.~~

³ ~~In departments or the equivalent where there are reappointment and promotion committees such committees are, as of ratification of this Agreement, composed of both mixed tenured/tenure-track and full-time continuing contract faculty, such committee compositions shall continue for the Advisory Committee on Reappointment and Promotion persist. In such cases, the Contract Faculty Member shall be elected as set forth in paragraph 4.4, and tenure/tenure track faculty shall be appointed by the Department Chair or equivalent. In departments or the equivalent where such committees are, as of ratification of this Agreement, composed of only full time continuing contract faculty or where no such committee exists, the committee shall be composed of only continuing Ceontract Ffaculty Mmembers. In cases where existing committee(s) are larger than three people, the larger size shall continue.~~

Department Chair or equivalent may select a suitable **Advisory Committee member(s)** ~~internal letter writer(s)~~ from outside the department or school/college.

~~4.4.1.1. Before the Department Chair or equivalent selects the internal letter writers, the Contract Faculty Member may request up to two individuals who may not serve as their internal letter writers. The Contract Faculty Member shall make the request in writing to the Department Chair or equivalent and include the basis for the request. The Contract Faculty Member's request shall be considered in good faith by the Department Chair or equivalent, who shall make the final decision on the selection of the internal letter writers.~~

4.4.2. An **Advisory Committee member** ~~internal letter writer~~ must be at the parallel rank or higher to which the Contract Faculty Member being reviewed is seeking promotion.

4.4.3. The Department Chair or equivalent shall identify for the **Advisory Committee** ~~internal letter writer~~ the job responsibilities of the Contract Faculty Member being reviewed and the criteria for promotion in Section 3, and shall provide the **Advisory Committee** ~~internal letter writer~~ with the materials in Paragraph 4.6 (except 4.6.7) on a confidential basis.

4.4.4. The **Advisory Committee** ~~internal letter writer~~ shall review the provided materials and use their subject matter expertise to provide input in a letter (of five pages or less) to the Department Chair or equivalent on the performance of the Contract Faculty Member being reviewed. The **Advisory Committee** ~~internal letter~~ shall offer commentary on the Contract Faculty Member's performance of their job responsibilities. The **Advisory Committee** ~~internal letter writer~~ may include their ~~individual~~ advisory recommendation on whether the Contract Faculty Member being reviewed should be promoted. ~~The internal letter writers may confer with one another and may author a joint letter or separate letters. The~~ **letter shall be treated as confidential.**

4.4.5. **In the event of disagreement among the Advisory Committee members, the letter shall reflect the differing viewpoints.**

4.4.6. ~~The identity of the internal letter writers and the internal letter itself shall be treated as confidential, except that the identity of the internal letter writer may only be disclosed to the other internal letter writer for purposes of conferring in accordance with 4.4.4.~~ In the event of a grievance and/or arbitration regarding the promotion of the Contract Faculty Member being reviewed, the Union and NYU agree that the **members of the Advisory Committee** ~~internal letter writer~~ shall not testify or otherwise serve as ~~a~~ witnesses. As part of the grievance and/or arbitration process, a Union representative shall have access to the

~~internal~~ letter, provided that access is subject to a confidentiality agreement between NYU and the Union, **and**, the Contract Faculty Member being reviewed does not receive access, ~~and the name of the internal letter writer and any other personally identifying information is redacted from the letter.~~

4.5. As part of the review process, the Dean or equivalent (or their designee) may also choose (but is not required) to solicit external letter writers from faculty from outside of NYU to provide a letter of faculty input, based on their subject matter expertise, regarding the performance of the Contract Faculty Member during the promotion review period. Where external letters are part of the review process, the use of external letters will be done on a school, college, or department-wide basis, provided that the Dean or equivalent (or their designee) notifies Contract Faculty Members in such school(s), college(s), or department(s) of this requirement before the start of the review process.

4.5.1. The Department Chair or equivalent may select up to three external letter writers in the field of the Contract Faculty Member. The external letter writers shall either be tenure/tenure-track faculty or the equivalent of NYU full-time continuing contract faculty members.

4.5.1.1. Before the Department Chair or equivalent selects the external letter writers, the Contract Faculty Member may request up to two individuals who may not serve as their external letter writers. The Contract Faculty Member shall make the request in writing to the Department Chair or equivalent and include the basis for the request. The Contract Faculty Member's request shall be considered in good faith by the Department Chair or equivalent, who shall make the final decision on the selection of the external letter writers.

4.5.2. The Department Chair or equivalent shall identify for the external letter writer the job responsibilities of the Contract Faculty Member being reviewed and the criteria for promotion in Section 3, and shall provide the external letter writer with the materials in Paragraph 4.6 (except 4.6.6) on a confidential basis.

4.5.3. The external letter writer shall review the provided materials and use their subject matter expertise to provide input in a letter (typically of five pages or less) to the Department Chair or equivalent on the performance of the Contract Faculty Member being reviewed. The external letter shall offer commentary on the Contract Faculty Member's performance of their job responsibilities. The external letter writer may include their individual advisory recommendation on whether the Contract Faculty Member being reviewed should be promoted.

4.5.4. The identity of the external letter writers and the external letter itself shall be treated as confidential. In the event of a grievance and/or arbitration regarding the promotion of the Contract Faculty Member being reviewed, the Union and

NYU agree that the external letter writer shall not testify or otherwise serve as a witness. As part of the grievance and/or arbitration process, a Union representative shall have access to the external letter, provided that access is subject to a confidentiality agreement between NYU and the Union, the Contract Faculty Member being reviewed does not receive access, and the name of the external letter writer and any other personally identifying information is redacted from the letter.

4.6. The Department administrator(s) or equivalent will assemble a promotion dossier that includes the following:

- 4.6.1. The documents identified in Paragraph 4.3
- 4.6.2. Annual Faculty Activity Report(s) (FAR) during the promotion review period
- 4.6.3. Performance evaluation(s) made during the promotion review period
- 4.6.4. Student course assessment(s) completed during the promotion review period
- 4.6.5. Teaching observation(s) conducted during the promotion review period
- 4.6.6. **Advisory Committee** ~~internal~~ letters identified in Paragraph 4.4
- 4.6.7. External letters identified in Paragraph 4.5, if applicable.
- 4.6.8. Other relevant materials and information regarding the Contract Faculty Member's performance, provided that the Contract Faculty Member had been informed of the underlying information.

4.7. The Department Chair or equivalent shall review and assess the promotion dossier, and make a recommendation on promotion to the Dean or equivalent. In making their recommendation, the Department Chair or equivalent shall give due consideration to the commentary and, if applicable, ~~individual~~ advisory recommendation of the **Advisory Committee** ~~internal letter writers~~ and, where applicable, external letter writers.

4.8. The Dean or equivalent shall review and assess the promotion dossier, including the recommendation of the Department Chair or equivalent. The Dean or equivalent shall make the final decision on promotion. In making their decision, the Dean or equivalent shall give due consideration to the commentary and, if applicable, ~~individual~~ advisory recommendation of the **Advisory Committee** ~~internal letter writers~~ and, where applicable, external letter writers. The Dean or equivalent shall notify the Contract Faculty Member of the decision in writing, together with a written rationale. Such notification shall be made by or before the end of the academic year in which the Contract Faculty Member submitted the materials in Paragraph 4.3.

4.8.1. In the event that a Contract Faculty Member is not promoted, the notification from the Dean or equivalent to the Contract Faculty Member shall include the following information regarding the rationale for the decision:

- 4.8.1.1. The specific reason(s) for the denial of the Contract Faculty Member's promotion;

- 4.8.1.2. The extent to which the decision was informed by the Contract Faculty Member's FAR(s), performance evaluation(s), student course assessment(s), teaching observation(s), letters from internal and/or external letter writers, and/or other relevant materials during the review period;
 - 4.8.1.3. How due consideration was afforded to the commentary and, if applicable, ~~individual~~ advisory recommendation of the **Advisory Committee** ~~internal~~ and/or external letter writers;
 - 4.8.1.4. The specific reasons(s) for the Dean or equivalent accepting or not accepting the assessment and recommendation of the Department Chair or equivalent.
- 4.9. If a Contract Faculty Member's application for promotion is successful, the promotion shall take effect on September 1 of the academic year immediately following the notification of their promotion.
- 4.10. If a Contract Faculty Member's application for promotion is unsuccessful, the Contract Faculty Member may file a grievance pursuant to Article X [Grievance and Arbitration Procedure] on the bases listed in 4.10.1 – 4.10.3 below. The standard of review for such grievance or subsequent arbitration shall be whether the Union has established:
- 4.10.1. a violation of the process (i.e., the procedures used to reach the decision were improper, or the case received inadequate consideration); or
 - 4.10.2. the decision violated the academic freedom of the Contract Faculty Member; or
 - 4.10.3. the decision was arbitrary or capricious, or made in bad faith.

5. Effect on Reappointment

- 5.1. When a Contract Faculty Member is promoted not in conjunction with the review process for reappointment, the Contract Faculty Member shall receive a new reappointment effective with their promotion. The length of the Contract Faculty Member's reappointment term shall be in accordance with Paragraphs 4.2 of Article X [Appointment and Reappointment].
- 5.2. For avoidance of doubt, if the Contract Faculty Member's application for promotion is unsuccessful, the Contract Faculty Member continues to be eligible for reappointment without prejudice, provided they otherwise meet the requirements for reappointment.

6. **School/College/Department/Program Guidelines/Policies.** This Article shall supersede any guidelines or policies pertaining to promotion of Contract Faculty Members at the school, college, department or program levels, or the equivalent thereof.