ARTICLE 21  
Appointment of Faculty  

Section A. Filling Positions.  

Subd. 1. Notice of any vacancies in the Minnesota State Universities shall be made known to the faculty by means of posting on bulletin boards designated for such purposes, shall be included in the university/President’s newsletter and shall be sent to the IFO simultaneously with any other publication of the vacancies. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.  

When new faculty positions are created or faculty vacancies exist, such positions shall be advertised in accordance with the above paragraph. Prior to making an appointment, the President/designee shall involve the department in evaluating academic credentials of the candidates and in making recommendations to the President/designee concerning the candidates for the vacancies. When a faculty vacancy exists because of resignation, retirement, death or transfer, the President/designee shall consult with the affected department or program.  

Subd. 2. Prior Consideration. When a university determines to fill a probationary position as described in this subdivision, it will grant prior consideration to current faculty members as described herein.
a. Prior consideration may be granted only when the university decides to fill a probationary position, and there is a current incumbent in that position who was hired pursuant to regular, non-emergency university hiring procedures. If, after a notice of vacancy is posted, a current incumbent applies for the probationary position, the current incumbent’s application shall be reviewed prior to the review of other applicants.

b. Should the search committee determine that the current incumbent meets the qualifications for the probationary position, and, after interviewing the candidate, wishes to recommend his/her appointment, the committee may make such a recommendation to the university without considering additional candidates. If the university determines that current vacancy filling policies or procedures require consideration of some or all other applicants, it will so notify the search committee. The search committee will then review such applicants.

b. The right to “prior consideration” as described in this subdivision establishes only a procedural right with respect to the review and possible interview of the current incumbent by the search committee. These priorities do not create an expectation of employment on the part of any current faculty incumbent who receives prior consideration under these provisions.

Section B. Appointment Date. All full-time faculty members whose appointments are effective after the beginning of the academic year shall, for the purpose of reappointment, promotion, or completion of probationary period, be considered as having begun service at the beginning of that academic year. This provision shall apply to all current and future probationary and tenured faculty members and shall not apply in the calculation of seniority.

Section C. Information. At or prior to the time an initial offer of employment as a probationary or fixed-term faculty member is made, the prospective employee shall be provided with a copy of the Agreement or directed to a website where a current version of the Agreement may be accessed. Such prospective employees shall also be told his/her assigned faculty rank and salary schedule placement, as well as provided with information concerning insurance benefits. Adjunct and community faculty shall be provided with the same information, to the extent applicable, after being hired.

Section D. Initial Assignment to Rank. Qualifications for initial assignment to faculty rank are to be as follows:

   Professor: Earned doctorate or other appropriate degree, plus ten (10) years of collegiate-level teaching or related experience.

   Associate Professor: Earned doctorate or other appropriate degree, plus seven (7) years of collegiate-level teaching or related experience.

   Assistant Professor: Earned doctorate or other appropriate degree.

   Instructor: Appropriate preparation.
Normally, no faculty member may be assigned to a rank more than one (1) level below that for which he/she is qualified. In each instance, the President shall establish what constitutes appropriate experience and appropriate degrees for the purpose of assignment to rank.

Section E. Appointment. Appointments shall be one of the following seven (7) types:

Subd. 1. Fixed-Term Appointments.

a. Definition. A fixed-term appointment is an appointment for a limited period of time and is to be used only when the position to be filled is clearly of a temporary nature or when a permanent position needs to be filled for a temporary period. Positions extending beyond four (4) years shall not be considered temporary.

a. Length. Normally, a fixed-term appointment shall not exceed twelve (12) months in duration. The President shall provide a written explanation to the local Faculty Association when a fixed term appointment exceeds twelve months. The President may offer appointments up to a maximum of four (4) years when such an action is deemed to be in the best interests of the university. Fixed-term employment terminates at the end of the appointment period and carries no implication for future employment.

c. Exceptions.

1. After meeting and conferring the President may appoint a faculty member to serve in fixed-term capacity for more than four consecutive years as a replacement for faculty members on leave or temporarily reassigned from teaching duties, or for other reasons that are in the best interest of the university. This exception includes assignments to teach similar courses for different positions in the department/unit.

2. Where positions are financed from external sources and the financing extends beyond an initial three (3) year period, persons holding such positions will have employment for the subsequent year unless notified by March 15 of the year of employment if the position is being terminated due to budget reductions. If a person holding such a position is terminated based on a performance evaluation, notification shall be given no later than the last day of the academic year/nine-month appointment year, and the following year/nine-month appointment year shall be the terminal appointment.

3. Visiting Professor. Nothing in this section shall preclude the Administration from designating a faculty member on a fixed-term appointment as a Visiting Professor.

Subd. 2. Non-Tenure Track Appointments.

a. Definition. A non-tenure track appointment is a continuing appointment initially offered prior to July 1, 1989 which does not possess the right of tenure.

b. No additional non-tenure track appointments shall be made.
c. A faculty member holding a non-tenure track appointment will have employment unless notice of non-renewal is given by August 1 preceding their final academic year either in accordance with Article 25, Section E or as a result of a position being terminated due to budget reductions or internal reallocations. A non-renewal resulting from budget reductions or internal reallocations shall not be subject to the grievance procedure.

d. Service in an existing non-tenure track appointment shall not lead to tenure in that appointment.

Subd. 3. Adjunct Appointments.

a. The Administration and the IFO recognize that circumstances may dictate that faculty tasks cannot be accomplished within the workload of permanent faculty, including overload. When the President/designee determines that such conditions exist he/she may authorize adjunct appointments in accordance with the following principles:

1. To meet temporary staffing needs due to enrollment increases for which normal full funding is not provided.

2. To meet temporary staffing needs when faculty are reassigned to other duties or who are on sabbatical, phased retirement or the annuitant employment program, or on other leaves of absence.

3. To teach courses requiring special expertise and/or to meet special programmatic needs of departments where such expertise and needs cannot otherwise be provided by the faculty within the department.

b. Duration. The appointment terminates at the end of the stated period and carries no implication of future employment.

c. Qualifications. An adjunct will have a master’s degree, specialized licensure or other special preparation or experience.

d. Assignment/Workload. An adjunct faculty member shall not teach more than twelve (12) credits in any one (1) academic year.

a. Hiring Procedure. The President/designee shall consult with the department concerning the need for hiring adjuncts. The department shall be responsible for evaluating the academic credentials of the candidates and making recommendations to the President.

Subd. 4. Community Faculty Appointments. See Article 10, Section J.
Subd. 5. Athletic Appointments. See Article 10, Section G.

Subd. 6. Probationary Appointments.

a. Definition. A probationary appointment is for a stated term and is designed to lead to tenure. During such term the appointee is being evaluated in accordance with Article 22 for purposes of determining whether an appointment with tenure shall be offered in accordance with Article 25 not later than the end of the stated term. Probationary appointments may be for one (1) year or other stated periods and may be terminated prior to the end of the stated term subject to the conditions in Articles 24 and 25.

b. Length. The total period of probationary service prior to the acquisition of tenure shall not be less than one (1) year in the university and shall not exceed five (5) years of full-time equivalent service. Provided, however, that:

1. A faculty member who serves as a department chair for at least two full years during his/her probationary period shall be entitled, upon request, to a one-year extension of the probationary period beyond the five (5) year limit.

2. The probationary period shall be extended by one (1) year at the written request of a probationary faculty member on the occasion of the birth of that faculty member’s child or adoptive/foster placement of a child with that faculty member. Such extensions shall not be granted more than two (2) times.

3. The probationary period shall be extended by one (1) year at the written request of a probationary faculty member if the faculty member is required to give documented, medically necessary care to (a) an immediate family member (as defined by the FMLA) or (b) an individual who regularly resides in the faculty member’s household who has an extended serious illness, injury, or debilitating condition, or when the faculty member has a documented extended serious illness, injury, or debilitating condition. The probationary period shall not be extended more than one (1) time.

4. For those persons who, because of prior part-time service, reach four (4) FTE years of service during the academic year, the probationary period shall end at completion of that academic year.

c. Computation. Except as otherwise provided in this subdivision, probationary periods shall normally be five full years in length at the university. Up to four years of the five year period may be waived by mutual agreement of the faculty member, the Association and the Administration based on prior employment in a non-adjunct faculty
or administrative position, or positions, at an accredited four-year university. Only service within 12 years of the commencement of the probationary appointment may be considered for such a waiver. The university shall provide written confirmation to the faculty member and his/her department of the length of his/her probationary period. The Association shall be notified of all probationary periods that depart from the five year standard.

**Subd. 7. Tenured Appointments.**

**a.** Definition. An appointment with tenure is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 6c of this section. Appointment beyond the completion of the specified probationary period because of an arbitrator’s award or because of clerical error shall not carry with it the award of tenure. Faculty members who hold tenure at the time of execution of this Agreement shall be deemed to have tenure under this Agreement. Tenured appointments are for an indefinite period of time and individuals holding such appointments are automatically reappointed annually unless terminated under the provisions of either Article 24 or Article 23.

Tenured faculty on less than full-time appointments shall automatically be reappointed to a position of at least one-half (.50) FTE but less than full-time each year unless terminated under the provisions of either Article 24 or Article 23. Changes in workload for a tenured part-time faculty member shall not constitute a retrenchment so long as that workload remains at one-half (.50) FTE or above.

Tenured full-time faculty who are appointed to a part-time position by mutual agreement of the faculty member and the President/designee shall be considered to hold tenure in that position and shall retain tenure as full-time employees upon return to full-time employment.

**b.** Except for faculty members who, by virtue of prior service credited in accordance with Subd. 6.c above, are eligible for consideration earlier, and further except for faculty members who are eligible for consideration under the terms of Subd. 6.b, a faculty member shall normally be considered for tenure during the fifth year of continuous FTE service in a tenure-earning position. The Dean or immediate supervisor shall notify all probationary faculty who are beginning their fifth year of FTE service that they shall be considered for tenure in accordance with Article 25. Other probationary faculty members who believe they are eligible for consideration for tenure shall inform the Dean or immediate supervisor in writing in accordance with timelines to be established under Article 22 and Article 25 and shall send a copy of the letter to the department chairperson, so that appropriate action will be taken. If such consideration is during the fifth year of FTE service or during the final year of a shortened probationary period, the procedures for consideration for tenure outlined in Article 25 below shall be in lieu of any other established procedures for consideration of non-renewal of probationary employment.
c. The decision to deny tenure shall be made by the President and shall not be made for arbitrary or capricious reasons.

Section F. Appointment of Administrators.

Subd. 1. The President may appoint an academic administrator at the level of Vice President or Dean to academic rank. The President shall first consult with and request a formal recommendation from the department in which a person would hold the rank. A candidate shall present information to demonstrate that he/she meets criteria outlined in Article 21, Section D. The President shall notify the Chancellor when academic rank has been granted to an academic administrator.

Subd. 2. The Chancellor may appoint a President to academic rank. The Chancellor shall first consult with and request a formal recommendation from the department in which the person would hold the rank. A candidate shall present information to demonstrate that he/she meets criteria outlined in Article 21, Section D.

Subd. 3. At the time of hire as an administrator, or any time thereafter, an academic Dean, an academic Vice President, President, or other academic administrator may be guaranteed a probationary appointment by the President/Chancellor in the event the administrative appointment is involuntarily ended. Before guaranteeing a probationary faculty position, the President/Chancellor shall request a recommendation from the department in which the academic administrator would be assigned. Probationary and tenured faculty in the affected department shall not be displaced by operation of this provision. Notwithstanding any other provision of this Agreement, an administrator assigned to the faculty unit pursuant to this paragraph shall not be eligible for tenure until completion of a five year probationary period. If an academic administrator is assigned to the faculty unit pursuant to this paragraph and receives a departmental recommendation against tenure in his/her final year of probation, he/she shall not be granted tenure.