Faculty are not required to perform academic-year contractual duties between academic years. However, faculty shall have full access to available University resources between academic years to pursue activities related to evaluation processes specified in Section 3, Evaluation. Use of these resources is subject to Kentucky Revised Statutes.

2.2. INITIAL APPOINTMENT—PROBATIONARY

Ordinarily an initial appointment will be for one year for all ranks. If a person is appointed to the faculty during an academic year, the term of his/her contract will end at the end of that academic year.

2.3. **REAPPOINTMENT—PROBATIONARY**

2.3.1. INSTRUCTOR

An instructor who is reappointed shall receive a one-year contract, which may be renewed. No person shall hold the rank of instructor for more than seven years. If an instructor does not qualify for promotion before the end of his/her sixth year in rank, including any University-recognized credit for prior service, the contract for the seventh year shall be a terminal contract (see Section 2.5, Probationary Contracts). Non-tenure-track, renewable faculty holding the rank of instructor before the adoption of this <u>Handbook</u> (1994) may be reappointed at this rank beyond the seven-year limit.

2.3.2. ASSISTANT PROFESSOR

Reappointments of an assistant professor will be for one-year terms, provided, however, that the total time in probationary appointments, including university-recognized credit for prior service, does not exceed seven years. If an assistant professor does not receive tenure before the end of the sixth year of probationary appointments, including university-recognized credit for prior service, the contract for the seventh year shall be a terminal contract (see Section 2.5, Probationary Contracts).

2.3.3. ASSOCIATE PROFESSOR (Note: Deletion needs to be approved by Faculty Senate)

Reappointments of an associate professor will be for one-year terms, provided that the total time in probationary appointments, including university-recognized credit for prior service, does not exceed seven years. If an associate professor does not receive grant of tenure before the end of the sixth year of probationary appointments, including university-recognized credit for prior service, the contract for the seventh year shall be a terminal contract. (See Sections II. E., Probationary Contracts, and II. F., Probationary Contracts with Conditions To Be Removed.)

2.3.4. PROFESSOR

Reappointments of a professor will be for one-year terms, provided that the total time in probationary appointments, including university-recognized credit for prior service, does not exceed seven years. If a professor does not receive grant of tenure before the end of the sixth year of probationary appointments, including university-recognized credit for prior service, the contract for the seventh year shall be a terminal contract. (See Sections II. E., Probationary Contracts, and II. F., Probationary Contracts With Conditions To Be Removed.)

2.4. PART-TIME FACULTY

The term of employment for part-time (non-tenure-track or non-tenured) faculty shall not exceed one academic year.

2.5. PROBATIONARY CONTRACTS

Faculty who have probationary contracts do not have tenure. Reappointment to a probationary contract is conditioned upon successful performance and recommendation for reappointment as specified at Sections 3, Evaluation; 4, Reappointment; 5, Promotion; 6, Tenure, and 7, Appointment, Promotion and Tenure for Librarians. A person may not hold a probationary appointment for more than seven years, including university-recognized credit for prior service. If a person does not receive tenure before the end of the sixth year of probationary contracts, including university-recognized credit for prior service, the seventh contract shall be a terminal contract.

2.6. FACULTY WITH TENURE

Faculty with tenure have a continuing contract (see Section 6, Tenure).

2.7. LOCUS OF CONTRACT APPOINTMENT

A faculty member will be appointed to a position in a stated department(s) or program(s) (see Section 2.12, Joint Appointments).

2.8. UNIVERSITY BENEFITS

2.8.1. **DEFINITIONS**

2.8.1.1. BENEFITS

"Benefits," as discussed in this section, refer to insurance, health, and welfare perquisites that the University makes available to its employees.

2.8.1.2. EMPLOYEE

"Employee" is a person, other than an independent contractor, who performs services for the