

Teaching-Research Faculty shall have the following tracks.

(1) Tenure Track

Full-time Teaching-Research faculty members with teaching, research, service and, if appropriate to the appointment, clinical activity, shall normally be appointed in the tenure track, and this shall be clearly specified in their letter of appointment.

(2) Non-Tenure Track

Full-time Teaching-Research Faculty members in the clinical areas of the College of Nursing and Schools of Dentistry, Medicine, and Pharmacy and Health Professions who perform teaching, research, service and, if appropriate to the appointment, clinical activity at Creighton University and formally related institutions, may be appointed to the Non-Tenure Track, and this shall be clearly specified in their letter of appointment. The percent of all categories of full-time faculty that may occupy Non-Tenure Track positions in the College of Nursing and Schools of Dentistry, Medicine, and Pharmacy and Health Professions shall be decided by the faculty of the respective School or College; however, no more than 20% of the full-time Teaching-Research Faculty of any School or College shall occupy Non-Tenure Track positions. Non-Tenure Track faculty may be given renewable contracts of one to five years' duration, as recommended by the Provost, the Dean and Executive Committee of the appropriate School or College and approved by the President.

(3) Change of Track

The assignment of track for each faculty member is made at the time of initial appointment. A change of track of a non-tenured faculty member may only be made at the request of that faculty member when circumstances change sufficiently enough to warrant such a change; examples include, but are not limited to, the following:

- (a) there is a substantial change of responsibility and the University's expectation of the faculty member; or
- (b) there is a change of funding source for the faculty member so that the University either becomes or ceases to be the primary source of salary for the faculty member.

Written approvals of the Executive Committee and the Dean of the appropriate School, the Provost, and the President are required for such a change of track. The normal seven-year limit on probation in tenure-track

positions includes all service while appointed in any Creighton University tenure-track position, whether continuous or not.

e. Policies

(1) Tenure Track

After initial appointment of faculty to the tenure-track of the Teaching-Research Faculty, such faculty members shall be within the University's tenure, non-reappointment, dismissal, termination and promotion policies.

(2) Non-Tenure Track

After initial appointment to the Non-Tenure Track of the Teaching-Research Faculty, such faculty members shall be outside the University's tenure, non-reappointment, dismissal and termination policies, but shall be subject to the University's promotion policies.

2. Clinician-Educator Faculty

a. Definition

The Clinician-Educator Faculty are full-time faculty members in the College of Nursing and Schools of Dentistry, Medicine, and Pharmacy and Health Professions, and clinical members of the Heider College of Business and the School of Law, who are engaged primarily in clinical teaching and the provision of clinical services, as defined in their original letter of contract or as amended by mutual agreement.

b. Eligibility for Benefits

Clinician-Educator Faculty members shall be eligible for benefits, regardless of the source of their compensation or any other consideration.

c. Rank and Discipline(s)

Clinician-Educator Faculty members, regardless of track, shall be designated by the unmodified titles of Instructor, Assistant Professor, Associate Professor and Professor of (discipline).

d. Tracks

The initial choice of track shall be agreed upon by the prospective faculty member and the Chair, with the final decision, at the time of hiring, resting with the Dean. The

Clinician-Educator Faculty shall have the following tracks.

(1) Tenure Track

Full-time Clinician-Educator Faculty members shall normally be appointed in the tenure track, and this shall be clearly specified in their letter of appointment.

(2) Non-Tenure Track

Full-time Clinician-Educator Faculty members in the clinical areas of the College of Nursing and Schools of Dentistry, Medicine, Pharmacy and Health Professions, and clinical members of the Heider College of Business and the School of Law, who perform specified, teaching, research, service and clinical activity at Creighton University and at formally related institutions, may be appointed to the Non-Tenure Track, and this shall be clearly specified in their letter of appointment. The percent of all categories of full-time Clinician-Educator faculty that may occupy Non-Tenure Track positions in the College of Nursing and Schools of Dentistry, Medicine, Pharmacy and Health Professions, and clinical members of the Heider College of Business and the School of Law, shall be decided by the faculty of the respective School or College; however, no more than 50% of the full-time Clinician-Educator faculty of the School or College shall occupy Non-Tenure Track positions in the College of Nursing and Schools of Dentistry, Medicine, Pharmacy and Health Professions; and no more than 25% of the full-time faculty in the Heider College of Business and the School of Law shall occupy Non-Tenure Track positions. Non-Tenure Track faculty may be given renewable contracts of one to five years' duration, as recommended by the Provost, the Dean and Executive Committee of the appropriate School or College and approved by the President. No one in the Heider College of Business may exercise this option after June 1, 2013.

(3) Change of Track

The assignment of track for each faculty member is made at the time of initial appointment. A change of track of a non-tenured faculty member may only be made at the request of that faculty member when circumstances change sufficiently enough to warrant such a change; examples include, but are not limited to, the following:

(a) there is a substantial change of responsibility and the University's expectation of the faculty member; or

(b) there is a change of funding source for the faculty member so that the University either becomes or ceases to be the primary source of salary for the faculty member.

Written approvals of the Executive Committee and the Dean of the appropriate School, the Provost, and the President are required for such a change of track. The normal seven-year limit on probation in tenure-track positions includes all service while appointed in any Creighton University tenure-track position, whether continuous or not.

e. Policies

(1) Tenure Track

After initial appointment of faculty to the tenure-track of the Clinician-Educator Faculty, such faculty members shall be within the University's tenure, non-reappointment, dismissal, termination and promotion policies.

(2) Non-Tenure Track

After initial appointment to the Non-Tenure Track of the Clinician-Educator Faculty, such faculty members shall be outside the University's tenure, non-reappointment, dismissal and termination policies, but shall be subject to the University's promotion policies.

3. Health Sciences Associated Faculty Employed by Clinical Affiliates.

The purpose of this section is to set forth rights and provisions specifically applicable to Health Sciences Associated Faculty employed by Clinical Affiliates. This subsection does not apply to, and does not alter the rights and duties, of any other Creighton University faculty member.

a. Definitions

(1) General

Beginning in 2012, Creighton University entered into contractual relationships with Clinical Affiliates. Clinical Affiliates are defined as hospitals or clinical systems that provide clinical education to Creighton University's healthcare students. Licensed clinical professionals employed by Clinical Affiliates are eligible for faculty status at Creighton University in a category hereafter referred to as "Health Sciences Associated Faculty." Health Sciences Associated Faculty may be appointed to full-time faculty positions while they are employed by a

Clinical Affiliate of Creighton University. Such an appointment will apply only to clinical faculty who are engaged primarily in clinical teaching, clinical research and the provision of clinical services as employees of the Clinical Affiliates. A Health Sciences Associated Faculty member employed by a Clinical Affiliate may be offered a full-time appointment in either a Teaching-Research or Clinician-Educator category if the faculty member provides more than 100 hours of didactic teaching to health science students each year.

(2) Definition of Tenure for Health Sciences Associated Faculty

Tenure for Health Sciences Associated Faculty employed by Clinical Affiliates constitutes a right to automatic renewal of the Health Sciences Associated Faculty appointment. While such appointments of Health Sciences Associated Faculty employed by Clinical Affiliates generally are not directly compensated by Creighton University, the University shall employ its best efforts to ensure the following rights and protections: that Health Sciences Associated Faculty members employed by Clinical Affiliates are able to carry out all of their prescribed teaching, research, service and clinical functions contracted with Creighton University; that the academic freedom of such faculty is protected and enforced through University processes; and that such faculty receive fair and reasonable compensation for performing their academic duties. Such faculty who hold tenure under this Section shall enjoy all of the rights and benefits attached to tenure at Creighton University, except as modified by Subsection A.3.b, *infra*.

b. Eligibility for Benefits

Health Sciences Associated Faculty employed by Clinical Affiliates are not eligible for Creighton University employee benefits. Faculty who were employed by Creighton University and who transitioned, without a break in service, to employment with Alegent†Creighton as a result of the 2012 agreement between Creighton University and Alegent Health System remain eligible for an accommodation equivalent to the tuition remission benefit to the extent set forth in the policy adopted by the Office of Human Resources November 2012, and said accommodation shall not be reduced below the levels set forth in the November 2012 Human Resources Tuition Remission Accommodation Policy.

c. Rank and Discipline(s)

Creighton University Health Sciences Associated Faculty employed by Clinical Affiliates shall be eligible to apply

for tenure and/or to progress in rank in the manner set forth in Article III, Section G of this Handbook.

d. Initial Appointment to Faculty Category and Track

The initial appointment of Health Sciences Associated Faculty employed by Clinical Affiliates to a Creighton University faculty category and track shall be agreed upon by the prospective faculty member and the department chair, with the final decision resting with the Dean of the health science school or college, in consultation with the Provost and the President of the University.

e. Policies

(1) General

The employer of Health Sciences Associated Faculty employed by Clinical Affiliates is the Clinical Affiliate. The provisions of this Faculty Handbook and all other University policies and governing documents arising out of the existence of an employer-employee relationship are not applicable to Health Sciences Associated Faculty employed by the Clinical Affiliate. Voting and Representation in matters of University governance is restricted to Health Science Associated Faculty who are tenured or on the tenure track.

(2) Special Provisions for Creighton School of Medicine Faculty Who Did Not Transition to employment with Alegent†Creighton

Tenured faculty members who did not transition to employment by Alegent†Creighton are entitled, consistent with Article III, Section G.1., to an employment contract at no less than the faculty member's tenured protected salary at the time of transition. Such faculty members may engage in remunerative clinical activity only with the consent of the Dean of the School of Medicine; however, the Dean of the School of Medicine must approve any request of a faculty member to engage in remunerative clinical activities if the proposed clinical activity would not be in material competition with Alegent†Creighton. If the Dean of Medicine denies a request to engage in remunerative clinical activity, the requesting faculty member may appeal to the Provost and the President.

(3) Reporting

The Academic Council may require the Dean of any health science school or college to report annually on matters related to the relationship among the school or college, the Health Sciences Associated Faculty employed