

1 *Article 12*
2 *NON-REAPPOINTMENT*

3 12.1 No Property Right. No appointment shall create any right, interest, or
4 expectancy in any other appointment beyond its specific terms, except as provided
5 in Sections 13.2 and Article 15.

6 12.2 Notice.

7 (a) All faculty members, ~~except those described in (b) below~~ except those
8 described in (b) below, are entitled to the following written notice that they will
9 not be offered further appointment:

10 (1) For faculty members in their first two (2) years of continuous
11 University service, one semester (or its equivalent, 19.5 weeks, for faculty
12 members appointed for more than an academic year); or

13
14 ~~(2)~~ For faculty members with two (2) or more years of continuous
15 University service, one year; or

16
17 ~~(3)~~ For faculty members with Fixed-term Multi-Year Appointments as
18 defined in Article 8.6, notice shall be given as described in that article, but shall
19 not be less than provided in article 12.2(a)(1-2) above; or:

20 ~~(4) For faculty members who are on “soft money”, e.g., contracts and~~
21 ~~grants, sponsored research funds, and grants and donations trust funds, who had~~
22 ~~five (5) or more years of continuous University service as of June 30, 1991, one~~
23 ~~year.~~

24
25 ~~(5)~~ (5b) The provision of notice under this section does not provide
26 rights to a summer appointment beyond those provided in Article 8.

27

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1 (b) Faculty members who are on “soft money”, e.g., contracts and grants,
2 sponsored research funds, and grants and donations trust funds, except those
3 described in Section 12.2(a)(3), above, are entitled to the following written notice
4 that they will not be offered further appointment:

5 (1) For faculty members in their first five (5) years of continuous
6 University service, thirty (30) days notice shall be provided contingent upon funds
7 being available in the contract or grant from which the faculty member’s salary is
8 funded; or

9 (2) For faculty members with five (5) or more years of continuous
10 University service, ninety (90) days notice shall be provided contingent upon
11 funds being available in the contract or grant from which the faculty member’s
12 salary is funded.

13
14 ~~(b) Faculty members who are on “soft money”, e.g., contracts and grants,~~
15 ~~sponsored research funds, and grants and donations trust funds, except those~~
16 ~~described in Section 12.2(a)(3), above, are entitled to the following written notice~~
17 ~~that they will not be offered further appointment:~~

18 ~~(1) For faculty members in their first five (5) years of continuous University~~
19 ~~service, thirty (30) days notice shall be provided contingent upon funds being~~
20 ~~available in the contract or grant from which the faculty member’s salary is~~
21 ~~funded; or~~

22 ~~(2) For faculty members with five (5) or more years of continuous~~
23 ~~University service, ninety (90) days notice shall be provided contingent upon~~
24 ~~funds being available in the contract or grant from which the faculty member’s~~
25 ~~salary is funded.~~

26 (ce) Faculty members who are appointed for less than one (1) academic year,
27 ~~or~~ who are appointed to a visiting appointment, and faculty members employed in
28 an auxiliary entity, other than those with a Fixed-term Multi-Year Appointment as
29 defined in Article 8.6, and faculty members employed in an auxiliary entity, are

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1 not entitled to notice that they will not be offered further appointment, and the
2 following statement ~~in (d), below~~, shall be included in their employment
3 contracts.

4 ~~(d) Faculty members described (c), above, shall have the following~~
5 ~~statement included in their employment contracts:~~

6 “Your employment under this contract will cease on the date indicated. No
7 further notice of cessation of employment is required.”

8 ~~(de) A faculty member who is entitled to written notice of non-reappointment~~
9 ~~in accordance with the provisions of Section 12.2~~ who receives written notice in
10 accordance with the provisions of Article 12.2 that the faculty member will not be
11 offered a further appointment, may request in writing shall be entitled, upon
12 written request within twenty (20) days following receipt of such notice, ~~to~~ a
13 written statement of the basis for the decision not to reappoint. Thereafter, the
14 President or representative shall provide such statement within twenty (20) days
15 following receipt of such request. All such notices and statements are to be sent
16 by certified mail, return receipt requested, or delivered in person to the faculty
17 member with written documentation of receipt obtained. All such notices and
18 statements shall provide enough specificity to allow a neutral reader to determine
19 whether the faculty member was non-reappointed for good and sufficient reason.

20 12.3 Grievability. A faculty member who receives written notice of non-
21 reappointment may, according to Article 20, contest the decision because of an
22 alleged violation of a specific term of the Agreement or because of an alleged
23 violation of the faculty member’s constitutional rights. In the case of non-tenured
24 faculty, non-reappointment must be for good and sufficient reason, with the
25 burden of proof resting with the grievant to establish clear and convincing that the
26 preponderance of the evidence showings otherwise. Should the grievant succeed
27 in meeting that burden of proof, the grievant shall be reappointed to a position and
28 contract comparable to that held at the time of the non-reappointment notice. Such
29 grievances must be filed within thirty (30) days of receipt of the statement of the
30 basis for the decision not to reappoint pursuant to Section 12.2(e) or receipt of the
31 notice of non-reappointment if no statement is requested. The successful grievant

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1 | ~~shall be considered to have served continuously for the University from the~~
2 | ~~previous appointment until the reappointment.~~

3 12.4 Non-Reappointment Considerations. If the decision not to reappoint was
4 based solely upon adverse financial circumstances, reallocation of resources,
5 reorganization of degree or curriculum offerings or requirements, reorganization
6 of academic or administrative structures, programs, or functions, and/or
7 curtailment or abolition of one or more programs or functions, the University
8 shall take the following actions:

9 (a) Make a reasonable effort to locate appropriate alternative or equivalent
10 employment first within the University; and

11 (b) Offer such a faculty member, who is not otherwise employed in an
12 equivalent full-time position, re-employment in the same or similar position in
13 which previously employed at the time of the non-renewal notice for a period of
14 two years following the initial notice of non-reappointment, should an opportunity
15 for such re-employment arise. For this purpose, it shall be the faculty member's
16 responsibility to keep the University advised of the faculty member's current
17 address and to check the vacancy listings and notify Faculty Relations in the
18 Office of Human Resources if he or she sees a vacancy that he or she is interested
19 in and qualified for. Any offer of re-employment pursuant to this section must be
20 accepted within fifteen (15) days after the date of the offer, such acceptance to
21 take effect not later than the beginning of the semester immediately following the
22 date the offer was made. In the event such offer of re-employment is not accepted,
23 the faculty member shall receive no further consideration pursuant to this Article.

24 12.5 Resignation. A faculty member who wishes to resign has the professional
25 obligation, when possible, to provide the University with at least one semester's
26 notice. Upon resignation, all consideration for tenure and reappointment shall
27 cease.

28 12.6 Notice Document. Notice of appointment and non-reappointment shall not
29 be contained in the same document.

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