

ARTICLE 13
NON-RENEWAL

13.1 Policy. Faculty appointment shall not create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in this Agreement.

13.2 Non-renewal and Termination of Faculty Appointments.

(a) Tenured or Permanent-Status Faculty. The appointment of tenured or permanent-status faculty members shall not be terminated except for just cause pursuant to the procedures in ARTICLE 27, DISCIPLINARY ACTION AND JOB ABANDONMENT, or a layoff pursuant to ARTICLE 30, LAYOFF AND RECALL.

(b) Tenure-accruing Faculty. The appointment of a tenure-accruing faculty member shall be renewed annually until the end of the tenure probationary period unless:

(1) The faculty member's department or equivalent unit is abolished, or the faculty member's department experiences a reallocation of resources or reorganization of program offerings or functions that would justify the non-renewal; or

(2) The faculty member receives an overall "unsatisfactory" evaluation on the annual performance evaluation.

(c) Non-permanent-status, Non-tenure-accruing, Faculty. The University may choose not to renew the employment of a faculty member who does not have tenure or permanent status and is not on a tenure-accruing appointment. In the case of such non-renewal, the faculty member will be given a reason for the decision and an opportunity to appeal to the dean or equivalent.

13.3 Notice of Ending of Employment of Non-Tenured and Non-Permanent Status Faculty Members.

(a) Notice Only in the Employment Contract or Letter of Appointment.

(1) Faculty members on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds with less than five (5) years of continuous service, faculty members who are on visiting appointments, faculty members who are appointed for less than one (1) year, or faculty members on multi-year appointments as defined in the APPOINTMENT article shall have the following statement included in their letter of appointment: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."

(2) If such statement is not included in the letter of appointment, then the faculty member whose appointment is not being renewed shall be provided ninety (90) days written notice.

(b) Except for faculty members described in subsection 13.3(a)(1) above, any non-tenured faculty member who is not being offered a further appointment shall receive written notice according to the following terms:

(1) One (1) semester for those in their first two (2) years of continuous

University service.

(2) Twelve (12) months for those with more than two (2) years of service.

(3) Twelve (12) months for faculty members who are on "soft money" (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) who have five (5) or more years of continuous university service.

(c) The notice of non-renewal shall include the following:

(1) A statement that the University is not renewing the employment contract;

(2) A reference to the meeting held to advise the faculty member of non-reappointment;

(3) The last date of employment with the University;

(4) A statement that the faculty member may contest the decision, in accordance with ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION, because of an alleged violation of a specific term or provision of the Agreement or because of an alleged violation of the faculty member's constitutional rights.

(5) A copy of ARTICLE 28.

(d) All such notices and statements shall be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

(e) A faculty member who receives a Notice of Non-Renewal has twenty (20) days to request in writing a statement of the basis for the decision not to renew the appointment. The University shall provide such written statement within twenty (20) days following receipt of the request. All such notices and statements shall be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

(f) If the University does not comply with providing proper notice, as required in subsections 13.3(b) - 13.3(e), above, the faculty member's non-renewal notice period will not begin until the corrected notice is provided.

(g) Reassignment.

(1) Following the delivery of the notice of non-renewal, the University may reassign such faculty member to other university duties after consultation with the faculty member and the departments or other units affected.

(2) Such reassignment does not release the University from its contractual commitment to compensate the faculty member for the period prior to the effective date of non-renewal.

13.4 Grievability.

(a) A faculty member who receives written notice of non-renewal may, according to ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION, contest the decision because of an

alleged violation of a specific term or provision of the Agreement or because of an alleged violation of the faculty member's constitutional rights.

(b) Such grievances must be filed within forty-five (45) days of receipt of the notice of non-renewal or the statement of the basis for the decision.

13.5 Re-employment Considerations. If the decision not to renew the appointment was based primarily upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, or curtailment or abolition of one (1) or more programs or functions, the University shall take the following actions:

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

(b) Offer such faculty member, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two (2) years following the initial notice of non-renewal, should an opportunity for such re-employment arise.

(1) It shall be the faculty member's responsibility to keep the University advised of the faculty member's current address.

(2) Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article.

13.6 Resignation.

(a) Upon resignation, all consideration for tenure and renewal shall cease.

(b) A faculty member who wishes to resign has the professional obligation to provide the University with at least one (1) semester's notice.

(c) Upon notice of non-renewal any consideration of promotion shall end; in addition, those in non-renewal status may not receive any professional development leaves and other professional development opportunities.

13.7 Notice Document. Notice of appointment and non-renewal shall not be contained in the same document, except in the circumstances explicitly provided in Section 13.3(a)(1), above.