

ARTICLE 16. NOTICES OF APPOINTMENT

Section 11. Notice of Renewal or Nonrenewal.

- a. The University shall provide notice of renewal or nonrenewal of an **Career NTTF** appointment that is not funding contingent via email to bargaining unit members, other than those in the Adjunct, Visiting, Postdoctoral Scholar, or Acting classifications no later than May 1st of the last year of the **faculty** member's current appointment. ~~For funding contingent faculty, the University will provide notice of renewal, nonrenewal, or termination for lack of funding, of a funding contingent appointment as soon as practicable.~~

Notice of renewal will state the following:

- i. Duration of upcoming appointment; and
- ii. If the upcoming appointment is contingent on funding; and
- iii. Expected FTE

- b. **The University shall provide notice of renewal or nonrenewal of a Career NTTF appointment that is funding contingent via email as soon as practicable.**

Notice of renewal will state the following:

- i. Duration of upcoming appointment; and
- ii. If the upcoming appointment is contingent on funding; and
- iii. Expected FTE

- c. Bargaining unit faculty members ~~in the Career classification~~ **with a Career NTTF appointment that is funding contingent** who have achieved promotion, ~~have appointments that are funding contingent, and whose appointments are at least 75 percent funded through revenue generated via sales and services and/or internal sales~~ shall receive at least 60 days notice prior **to** the nonrenewal of their contracts or the cancellation of an ~~contract~~ **appointment** due to lack of funds.

- d. The employment of a bargaining unit faculty member in the ~~Adjunct~~ **Affiliate**, Visiting, Postdoctoral Scholar or Acting classifications expires in accordance with its terms and no notice is required.

Section 12. Nonrenewal of Career Non-~~Tenure~~-~~Track~~ **Faculty Rationale.** The University may decline to renew a Career NTTF bargaining unit member's contract for the following reasons:

- ~~a. Performance related concerns;~~
- ~~b. Financial concerns in the department that have an impact on the position;~~
- ~~c. Changing programmatic needs or direction within the department that have an impact on the position; or~~
- ~~d. Replacement of position by a tenure-related position.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- a. Failure to meet the standards of excellence at a major research university, as determined through the procedures developed in accordance with Article 19; or
- b. Inadequate resources to continue funding the work performed by the bargaining unit faculty member; or
- c. A lack of programmatic need for the work performed by the bargaining unit faculty member; or
- d. Replacement of the NTTF position with a Tenure-related position.

The University shall provide a written statement documenting the reason for the nonrenewal at the time of notice. ~~University decisions pursuant to this section are exempt from Article 23, Arbitration.~~

Section 13. Lack of Renewal Notice

- a. If the University does not provide a bargaining unit faculty member with notice as set forth in Section 1, he or she shall receive a payment proportional to his or her base salary for the number of days the notice was late.
- b. A bargaining unit faculty member who does not receive notice as set forth in Section 9 11 and continues to work under the terms and conditions of the expiring appointment after that appointment expires will be paid for all work performed.

Section 1. The Provost or designee shall provide a bargaining unit faculty member to be appointed or reappointed to a position subject to this Agreement with written notification of the appointment or reappointment. Notice by any other means is not valid notice and does not cause the formation of an agreement between the University and the bargaining unit faculty member. Oral promises regarding terms and conditions of employment and representations made in writing by persons other than the Provost or those designated by the Provost are not binding upon the University. The notice of appointment or reappointment, which may be provided electronically such as by email or link to a website, shall include, but need not be limited to, the following:

- a. Effective date of appointment
- b. Classification, category, and rank
- c. Department and title
- d. Duration of appointment and/or if appointment is contingent on funding
- e. Tenure status, including the nature of any restrictions on eligibility for tenure and any credit for prior service; or

- f. Career status, including the nature of any restrictions on eligibility for promotion and any credit for prior service
- g. Salary
- h. FTE
- i. Other requirements of employment

Section 2. Notice of Appointment Timelines for New Faculty.

Notices of Appointment for new bargaining unit faculty members shall be provided as soon as practicable.

Section 3. Notice of Reappointment Timelines for Continuing Faculty.

- a. The University shall provide notice of reappointment to returning eCareer NTTF who are not funding contingent no later than 30 days prior to the start date of their appointment, ~~and provide notice of reappointment to returning career NTTF who are funding contingent 30 days prior to the start date of their appointment, when feasible.~~
- b. The University shall provide notice of reappointment to returning Career NTTF who are funding contingent no later than 30 days prior to the start date of their appointment, when feasible.

Section 4. The University will provide a bargaining unit member with written information concerning duties, responsibilities and institutional expectations. The University shall provide such written information, which may be provided electronically such as by email or link to a website, within a reasonable time of the notice of appointment or reappointment and whenever significant changes occur. The written information shall include:

- a. Professional responsibilities (see Article 17)
- b. Link to faculty handbook and school, college, or department policies

Section 5. One-Year Appointments

- a. Bargaining unit faculty members who have appointments ~~that are not funding contingent~~ with the Career classification and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or research assistant professor shall have at least one-year appointments during their first four academic or fiscal years of employment in rank.

1 **Section 6. Two-Year Appointments**

- 2
3 a. Bargaining unit faculty members who have appointments ~~that are not funding~~
4 ~~contingent~~ with the Career classification and rank of instructor, lecturer,
5 research assistant, research associate, assistant clinical professor, or research
6 assistant professor shall have at least two-year appointments after their first four
7 academic or fiscal years of employment in rank.
8

9 **Section 7. Three-Year Appointments**

- 10
11 a. Bargaining unit faculty members who have appointments ~~that are not funding~~
12 ~~contingent~~ with the Career classification and rank of senior instructor I, senior
13 instructor II, senior lecturer I, senior lecturer II, senior research assistant I,
14 senior research assistant II, senior research associate I, senior research
15 associate II, associate clinical professor, clinical professor, research associate
16 professor, research professor or professor of practice shall have at least three-
17 year appointments.
18

19 **Section 8.** The status quo with respect to length of contracts for Librarians shall be
20 maintained subject to the provisions of Article 19, Section 7.
21

22 **Section 9.** Notwithstanding Sections 4-7 ~~5-8~~ of this Article, the appointment or
23 reappointment of an NTTF bargaining unit member, in any classification or rank,
24 whose position is funded by grants or other external funding sources, may be made
25 contingent on the availability or continuation of such funding.
26

27 **Section 10.** Appointment or reappointment duration for bargaining unit members in
28 the ~~Adjunct~~ **Affiliate**, Visiting, Postdoctoral Scholar, or Acting classifications is at
29 the discretion of the University, in compliance with the provisions of this Agreement.
30

31 **Section 14.** The duration of the appointment for a Postdoctoral Scholar and the
32 provisions for appointment, renewal, or nonrenewal will be specified at the time of hire
33 and included in the written notification of appointment.
34

35 **Section 15.** The University may make appointments in the ~~Adjunct~~ **Affiliate**
36 classification when such appointments are advisable and in compliance with the terms
37 of this Agreement. A position in the ~~Adjunct~~ **Affiliate** classification is not expected to
38 last more than three years. ~~Adjunct~~ **Affiliate** positions may extend beyond three years,
39 or a position may be filled by ~~Adjunct~~ **Affiliate** faculty on an ongoing basis, if
40 appropriate, for legitimate pedagogical or legitimate programmatic reasons. Permission
41 to continue a position in the ~~Adjunct~~ **Affiliate** classification for longer than three years
42 must be granted by the Provost or designee in writing, as per Article 15, Section 7.
43

44 **Section 16.** The University supports and encourages, where feasible and appropriate,
45 the creation of NTTF appointments at .50 FTE or above. The University may not
46 appoint a Career NTTF at an FTE level of below .50 FTE to preclude providing

1 benefits. Aggregate appointments across two or more departments that total .50 FTE
 2 or above will receive benefits.

3
 4 **Section 17.** The initial appointment in the Tenure-Track and Tenured Professor
 5 classification will usually be to the rank of assistant professor, without tenure, and for
 6 a period of three years unless the University and the bargaining unit faculty member
 7 agree to a shorter duration. At the time of hire, the University and the bargaining unit
 8 faculty member may agree upon credit toward tenure for prior service. Such
 9 agreement will be documented in the initial appointment. The University and the
 10 bargaining unit faculty member may agree to reduce or forego the credit for prior
 11 service. Such agreement will be documented in a revised notice of appointment.

12
 13 **Section 18.** If an appointment of a full-time, tenure-track bargaining unit member is
 14 not to be renewed for reasons other than for just cause (Article 24) or program
 15 elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as
 16 follows: during the first annual appointment, by March 15 for those whose contracts
 17 expire on or about June 15, or at least three months' notice given prior to expiration of
 18 the appointment, whichever is longer; during the second year of service, by December
 19 15 for those whose contracts expire on or about June 15, or at least six months' notice
 20 given before expiration of the appointment, whichever is longer; in the third and
 21 subsequent years of service, at least 12 months' notice, which may be given at any
 22 time.

23
 24 **Section 19. Impact of enrollment on appointments.** In the event of course
 25 cancellation for insufficient enrollment:

- 26
 27 a. The University will work with the affected faculty member to determine if it is
 28 possible to replace the course assignment with an equivalent course assignment
 29 within the same appointment period and academic year. The assignment of an
 30 equivalent course pursuant to the Section shall not be considered an overload
 31 assignment.
 32
 33 b. If it is not possible to replace the course assignment within the same
 34 appointment period and academic year, the department may provide an
 35 equivalent, alternative assignment consistent with the department's workload
 36 policy. Examples of such work include but are not limited to the following:
 37 advising; determining course equivalencies for transfer credit; assessment
 38 projects; curriculum development; substitute teaching; recruiting for study
 39 abroad programs. The equivalent, alternative assignment must be completed
 40 during the same term the cancelled course was scheduled.
 41
 42 c. If assignments cannot be made under (a) and (b) of this section, the bargaining
 43 unit faculty member shall be assigned faculty-related work by the Dean's
 44 office.

45
 46 **Section 20.** There will not be notices of appointment associated with Summer Session

- 1 instructional appointments. The provisions of Summer Session appointments will be
- 2 communicated in writing or email in accordance with Article 18.