

ARTICLE 16. NOTICES OF APPOINTMENT

Section 1. Notice of Renewal or Nonrenewal.

- a. The University shall provide notice of renewal or nonrenewal of Career NTTF appointment that is not funding contingent via email no later than May 1st of the last year of the faculty member’s current appointment.

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. ~~A bargaining unit~~ bargaining unit faculty members with a Career NTTF appointment that is funding contingent ~~and who have~~ **has** achieved promotion shall receive at least ~~21~~ **45** days² of notice prior to the nonrenewal of ~~their his or her contracts appointment~~ or the ~~cancellation~~ **termination** of ~~an the~~ appointment due to loss of funding ~~or inadequate financial resources at the department, unit, or award level;~~, changing programmatic needs~~;~~, or poor performance.

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

Section 2. Nonrenewal of Career Non-Tenure-Track Faculty Rationale. The University may decline to renew the appointment of a Career NTTF bargaining unit ~~faculty member who has (1) achieved promotion and (2) an appointment that is not funding contingent~~ for the following reasons:

- 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 within the unit or department to continue funding the bargaining unit faculty member’s position; or
- c. Pedagogical or programmatic reasons, including but not limited to, departmental adjustments necessary to accommodate graduate students; or
- d. Replacement of the NTTF position(s) with a Tenure-related position.

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2 Notwithstanding Section 2(a), a position held by faculty member whose review rating is
3 “meets” expectations for two or more consecutive contract periods may be opened for a
4 search to determine if the incumbent faculty member is the best available candidate.
5 Incumbent faculty members whose positions are opened for search pursuant to this
6 provision are guaranteed a first round interview in the search to fill the position. If the
7 incumbent faculty member is not selected for the position, he or she will be non-
8 renewed pursuant to the timelines in Section 1.

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10 Career NTTF bargaining unit faculty members who have not yet been promoted may
11 be non-renewed, at the discretion of the university, pursuant to the timelines provided
12 for in Section 1.

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14 The University shall provide a written statement documenting the reason for the
15 nonrenewal at the time of notice.

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17 It is acknowledged that nonrenewal decisions pursuant to this section rely on the
18 University’s exercise of academic judgment.

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20 **Section 3. Lack of Renewal Notice**

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22 a. If the University does not provide a bargaining unit faculty member with
23 notice as set forth in Section 1, he or she shall receive a payment proportional
24 to his or her base salary for the number of days the notice was late.
25
26 b. A bargaining unit faculty member who does not receive notice as set forth in
27 Section 1 and continues to work under the terms and conditions of the expiring
28 appointment after that appointment expires will be paid for all work
29 performed.
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31 **Appointments and Reappointments**

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33 **Section 4.** The Provost or designee shall provide a bargaining unit faculty member to
34 be appointed or reappointed to a position subject to this Agreement with written
35 notification of the appointment or reappointment. Notice by any other means is not
36 valid notice and does not cause the formation of an agreement between the University
37 and the bargaining unit faculty member. Oral promises regarding terms and conditions
38 of employment and representations made in writing by persons other than the Provost
39 or those designated by the Provost are not binding upon the University. The notice of
40 appointment or reappointment, which may be provided electronically such as by email
41 or link to a website, shall include, but need not be limited to, the following:

- 42
43 a. Effective date of appointment
44
45 b. Classification, category, and rank
46
47 c. Department and title
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- 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 5. Notice of Appointment Timelines for New Faculty

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

Section 6. Notice of Reappointment Timelines for Continuing Faculty

- a. The University shall provide notice of reappointment to returning Career NTTF who are not funding contingent no later than 30 days prior to the start date of their appointment.
- 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 7. 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 8. One-Year Appointments

- a. Bargaining unit faculty members who have appointments 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

1 employment in rank.
2

3 **Section 9. Two-Year Appointments**
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- 5 a. Bargaining unit faculty members who have appointments with the Career
6 classification and rank of instructor, lecturer, research assistant, research
7 associate, assistant clinical professor, or research assistant professor shall have
8 at least two-year appointments after their first four academic or fiscal years of
9 employment in rank.
10

11 **Section 10. Three-Year Appointments**
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- 13 a. Bargaining unit faculty members who have appointments with the Career
14 classification and rank of senior instructor I, senior instructor II, senior lecturer
15 I, senior lecturer II, senior research assistant I, senior research assistant II,
16 senior research associate I, senior research associate II, associate clinical
17 professor, clinical professor, research associate professor, research professor or
18 professor of practice shall have at least three-year appointments.
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20 **Section 11.** The status quo with respect to length of contracts for Librarians shall be
21 maintained subject to the provisions of Article 19, Section 7.
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23 **Section 12. Length of Funding Contingent Appointments.** Notwithstanding Sections
24 8-11 of this Article, an appointment cannot be issued for longer than funding is known
25 to be available. Further, regardless of appointment length **and in contrast to**
26 **appointments that are not funding contingent, a funding contingent** appointment ~~of a~~
27 ~~funding contingent faculty member can be ended at any time~~ **terminated** due to loss of
28 ~~funding or inadequate financial resources at the department, unit, or award level,~~
29 ~~changing programmatic needs,~~ or poor performance **by the bargaining unit faculty**
30 **member holding the appointment**, subject to the notice requirements of Section 1 of
31 this article.
32

33 **Before terminating a funding contingent appointment for a bargaining unit faculty**
34 **member's poor performance, the University must meet with the bargaining unit faculty**
35 **member to discuss the poor performance and provide the bargaining unit faculty**
36 **member with written instructions and a timeline to remedy the poor performance.**
37

38 **Section 13.** Appointment or reappointment duration for bargaining unit members in
39 the Pro Tem, Visiting, Postdoctoral Scholar, or Acting classifications is at the
40 discretion of the University, in compliance with the provisions of this Agreement.
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42 **Section 14.** The duration of the appointment for a Postdoctoral Scholar and the
43 provisions for appointment, renewal, or nonrenewal will be specified at the time of hire
44 and included in the written notification of appointment.
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46 **Section 15.** The University may make appointments in the Pro Tem classification when

1 such appointments are advisable and in compliance with the terms of this Agreement. A
 2 position in the Pro Tem classification is not expected to last more than three years. Pro
 3 Tem positions may extend beyond three years, or a position may be filled by Pro Tem
 4 faculty on an ongoing basis, if appropriate, for legitimate pedagogical or legitimate
 5 programmatic reasons. Permission to continue a position in the Pro Tem classification
 6 for longer than three years must be granted by the Provost or designee in writing, as per
 7 Article 15, Section 7.

8
 9 **Section 16.** The University supports and encourages, where feasible and appropriate,
 10 the creation of NTTF appointments at .50 FTE or above. The University may not
 11 appoint a Career NTTF at an FTE level of below .50 FTE to preclude providing
 12 benefits. Aggregate appointments across two or more departments that total .50 FTE
 13 or above will receive benefits.

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 15 **Section 17.** The initial appointment in the Tenure-Track and Tenured Professor
 16 classification will usually be to the rank of assistant professor, without tenure, and for
 17 a period of three years unless the University and the bargaining unit faculty member
 18 agree to a shorter duration. At the time of hire, the University and the bargaining unit
 19 faculty member may agree upon credit toward tenure for prior service. Such
 20 agreement will be documented in the initial appointment. The University and the
 21 bargaining unit faculty member may agree to reduce or forego the credit for prior
 22 service. Such agreement will be documented in a revised notice of appointment.

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 24 **Section 18.** If an appointment of a full-time, tenure-track bargaining unit member is
 25 not to be renewed for reasons other than for just cause (Article 24) or program
 26 elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as
 27 follows: during the first annual appointment, by March 15 for those whose contracts
 28 expire on or about June 15, or at least three months' notice given prior to expiration of
 29 the appointment, whichever is longer; during the second year of service, by December
 30 15 for those whose contracts expire on or about June 15, or at least six months' notice
 31 given before expiration of the appointment, whichever is longer; in the third and
 32 subsequent years of service, at least 12 months' notice, which may be given at any
 33 time.

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 35 **Section 19. Impact of enrollment on appointments.** In the event of course
 36 cancellation for insufficient enrollment:

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 38 a. The University will work with the affected faculty member to determine if it is
 39 possible to replace the course assignment with an equivalent course assignment
 40 within the same appointment period and academic year. The assignment of an
 41 equivalent course pursuant to the Section shall not be considered an overload
 42 assignment.
 43
 44 b. If it is not possible to replace the course assignment within the same
 45 appointment period and academic year, the department may provide an

1 equivalent, alternative assignment consistent with the department's workload
2 policy. Examples of such work include but are not limited to the following:
3 advising; determining course equivalencies for transfer credit; assessment
4 projects; curriculum development; substitute teaching; recruiting for study
5 abroad programs. The equivalent, alternative assignment must be completed
6 during the same term the cancelled course was scheduled.

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8 c. If assignments cannot be made under (a) and (b) of this section, the bargaining
9 unit faculty member shall be assigned faculty-related work by the Dean's
10 office.

11
12 **Section 20.** There will not be notices of appointment associated with Summer Session
13 instructional appointments. The provisions of Summer Session appointments will be
14 communicated in writing or email in accordance with Article 18.