UNITED ACADEMICS PROPOSAL

ARTICLE 16. NOTICES OF APPOINTMENT

Section 1. Notice of Renewal or Nonrenewal.

a. The terms of appointment for Career faculty are set forth in Section 2 of this Article. The terms of separation for Career faculty are set forth in Article 19.

b. The employment of a bargaining unit faculty member in Fixed Term and Acting classifications expires in accordance with its terms and no notice is required.

Appointments and Reappointments

Section 1. The Office of the Provost, or those designated by the Provost, the appropriate school or college dean, or the Office of Vice President for Research and Innovation 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 are never binding upon the University. Promises regarding terms and conditions of employment made in writing by persons other than the Office of the Provost, or those designated by the Provost, the appropriate school or college dean, or the Office of Vice President for Research and Innovation 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, defined work periods (nine-month faculty, twelve-month, etc.), 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
Section 2. 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 3. The status quo with respect to length of contracts for Librarians shall be
maintained subject to the provisions of Article 19, Section 6.

Section 4. Appointment or reappointment duration for bargaining unit members in the
Pro Tem, Visiting, Postdoctoral Scholar, Postbaccalaureate Scholar, or Acting
classifications is at the discretion of the University in compliance with the provisions
of this Agreement.

Section 6. The duration of the appointment for a Postdoctoral Scholar or
Postbaccalaureate Scholar, and the provisions for appointment, renewal, or nonrenewal
will be specified at the time of hire and included in the written notification of
appointment.

Section 7. Length of Pro Tempore Appointments. Pro Tem positions will last no more
than three years, unless the Provost or designee designates the position as an Ongoing
Pro Tem position or gives a department or unit permission to extend the position for up
to one year.

The Provost or designee can designate a Pro Tem position to be an Ongoing Pro Tem
position for legitimate pedagogical or programmatic reasons.

a. Legitimate pedagogical reasons for Ongoing Pro Tem positions include:

i. When a department or unit believes that the student learning experience is
enhanced by having new instructors cycle into the program to meet specific
course needs.

ii. When a department or unit identifies a position that is best taught by a working
or retired professional in the industry and the position is assigned no more than
three courses an academic year.
b. Legitimate Programmatic reasons for an Ongoing Pro Tem position include:

i. When a department or unit offers recent PhD graduates a short-term position and there is an expectation that the new faculty members would fill this position every one to three years.

ii. When a department or unit with traditionally large fluctuations in enrollment can accommodate those fluctuations by having a reasonable number of Pro Tem positions.

e. Inadequate or limited financial resources are not legitimate pedagogical or programmatic reasons for designating a position an Ongoing Pro Tem position.

In rare cases, the Provost or designee can give a department or unit permission to extend a Pro Tem position for one year beyond the three-year limit. In these rare cases, a faculty member may continue in the Pro Tem position for one year beyond the three-year limit.

Section 5. The employment of a bargaining unit faculty member in Fixed Term Visiting, Postdoctoral Scholar, Postbaccalaureate Scholar, and Acting classifications expires in accordance with its terms and no notice is required.

Section 6. Bargaining unit faculty in their first year of appointment in the Career classification are entitled to at least 30 days’ notice that their appointment is being terminated. Their appointment can be terminated for any reason and the provisions of Article 25 do not apply.

Bargaining unit faculty who have been employed by the University in the Career classification for more than one academic year have an expectation of ongoing appointment and their appointment may only be terminated for may only be terminated for cause (Article 24), failure to meet performance expectations (Article 19 and Article xx), legitimate financial or academic reasons (Article 25), or if their position is replaced by a new position in the Tenure-Track and Tenured classification.

Career faculty who have not been promoted are entitled to at least 90 days’ notice that their appointment is being terminated.

Career faculty who have achieved promotion are entitled to at least 365 days’ notice that their appointment is being terminated.

Section 7. Bargaining unit faculty members in the Teaching Professor rank may only be terminated for cause (Article 24), or in the case of legitimate financial or legitimate academic needs (Article 25).

Section 8. Tenure-Track and Tenured. The initial appointment in the Tenure-Track and Tenured classification will usually be to the rank of assistant professor, without tenure, and for a period of three six years unless the University and the bargaining unit
faculty member agree to a shorter duration. At the time of hire, the University and the
bargaining unit faculty member may agree upon credit toward tenure for prior service.
Such agreement will be documented in the initial appointment. The University and the
bargaining unit faculty member may agree to reduce or forego the credit for prior
service. Such agreement will be documented in a revised notice of appointment. Tenure
means that the bargaining unit faculty member’s employment may be terminated only
for cause (Article 24), or in case of legitimate financial or legitimate academic needs
(Article 25).

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

Section 9. The University supports and encourages, where feasible and appropriate, the
creation of Career appointments at 0.50 FTE or above. The University may not appoint
a Career faculty member at an FTE level of below 0.50 FTE to preclude providing
benefits. Aggregate appointments across two or more departments that total 0.50 FTE
or above will receive benefits.

Section 10. The University may not decrease FTE for any bargaining unit faculty
member by more than 0.20 FTE from actual assigned FTE in the previous year, except
by mutual agreement.

Section 11. Impact of Enrollment on Career Faculty Workload. In the event of
course cancellation for insufficient enrollment:

a. The University will work with the affected faculty member to determine if it is
possible to replace the course assignment with an equivalent course assignment
within the same academic year. The assignment of an equivalent course
pursuant to this Section shall not be considered an overload assignment and
shall in no circumstances be assigned in a different academic year.

b. If it is not possible to replace the course assignment within the same academic
year, the department may provide an equivalent, alternative assignment
consistent with the department’s Professional Responsibilities policy. Examples
of such work include but are not limited to the following: advising; determining
course equivalencies for transfer credit; assessment projects; curriculum
development; substitute teaching; recruiting for study abroad programs. The
equivalent, alternative assignment must be completed during the same term the
cancelled course was scheduled and shall in no circumstances extend beyond the

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academic year.

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

Section 12. The provisions of Summer Session appointments will be in accordance with Article 18.