

ARTICLE \_\_  
NON-REAPPOINTMENT

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4 \_\_.1 No Property Right. No appointment shall create any right, interest, or expectancy  
5 in any other appointment beyond its specific terms, except as provided in the Layoff and  
6 Recall Article, Sections \_\_.2 and Tenure Article, Section \_\_.4(d).

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8 \_\_.2 Notice.

9 (a) All faculty members, except those described in (b)(1) and (c) below are  
10 entitled to the following written notice that they shall not be offered further appointment:

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

14 (2) For faculty members with two (2) or more years of continuous  
15 university service one year; or

16 (3) For faculty members who are on "soft money," e.g., contracts and  
17 grants, sponsored research funds, and grants and donations trust funds, who had five (5)  
18 or more years of continuous university service as of June 30, 1991, one year.

19 (4) The provision of notice under this section does not provide rights  
20 to a summer appointment beyond those provided in Summer Appointment Article.

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22 (b) Faculty members who are on "soft money," e.g., contracts and grants,  
23 sponsored research funds, and grants and donations trust funds, except those described in  
24 Section \_\_.2(a)(3), above, are entitled to the following written notice that they shall not  
25 be offered further appointment:

26 (1) For faculty members in their first five (5) years of continuous  
27 university service, no notice need be provided and the statement in (d), below, shall be  
28 included in their employment contracts; or

29 (2) For faculty members with five (5) or more years of continuous  
30 university service, ninety (90) days notice shall be provided contingent upon funds being  
31 available in the contract or grant.

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33 (c) Faculty members who are appointed for less than one (1) academic year,  
34 who are appointed to a visiting appointment, who are appointed to a fixed multi-year  
35 appointment, pursuant to the Appointment Article, Section \_\_.7 and employees  
36 employed in an auxiliary entity, are not entitled to notice that they shall not be offered  
37 further appointment, and the statement in (d), below, shall be included in their  
38 employment contracts.

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40 (d) Faculty members described in (b)(1) and (c), above, shall have the  
41 following statement included in their employment contracts:

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43 Your employment under this contract shall cease on the  
44 date indicated. No further notice of cessation of  
45 employment is required.  
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1 (e) A faculty member who is entitled to written notice of non-reappointment  
2 in accordance with the provisions of Section \_\_.2 who receives written notice that the  
3 faculty member shall not be offered further appointment shall be entitled, upon written  
4 request within twenty (20) days following receipt of such notice, to a written statement of  
5 the basis for the decision not to reappoint. Thereafter, the President or representative  
6 shall provide such statement within twenty (20) days following receipt of such request.  
7 All such notices and statements are to be sent by certified mail, return receipt requested,  
8 or delivered in person to the faculty member with written documentation of receipt  
9 obtained.

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11 \_\_.3 Grievability. A faculty member who receives written notice of non-reappointment  
12 may, according to the Grievance Article, contest the decision because of an alleged  
13 violation of a specific term of the Agreement or because of an alleged violation of the  
14 employee's constitutional rights. Such grievances must be filed within thirty (30) days of  
15 receipt of the statement of the basis for the decision not to reappoint pursuant to Section  
16 \_\_.2(e) or receipt of the notice of non-reappointment if no statement is requested.

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18 \_\_.4 Non-Reappointment Considerations. If the decision not to reappoint was based  
19 solely upon adverse financial circumstances, reallocation of resources, reorganization of  
20 degree or curriculum offerings or requirements, reorganization of academic or  
21 administrative structures, programs, or functions, and/or curtailment or abolition of one  
22 or more programs or functions, the University shall take the following actions:

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

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26 (b) Offer such faculty member, who is not otherwise employed in an  
27 equivalent full-time position, re-employment in the same or similar position at the  
28 University for a period of two years following the initial notice of nonreappointment,  
29 should an opportunity for such re-employment arise. All persons on the recall list shall  
30 regularly be sent the University's position vacancy announcements. For this purpose, it  
31 shall be the faculty member's responsibility to keep the University advised of the faculty  
32 member's current address. Any offer of re-employment pursuant to this section must be  
33 accepted within fifteen (15) days after the date of the offer, such acceptance to take effect  
34 not later than the beginning of the semester immediately following the date the offer was  
35 made. In the event such offer of re-employment is not accepted, the faculty member shall  
36 receive no further consideration pursuant to this Article.

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38 \_\_.5 Resignation. A faculty member who wishes to resign has the professional  
39 obligation, when possible, to provide the University with at least one semester's notice.  
40 Upon resignation, all consideration for tenure and reappointment shall cease.

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42 \_\_.6 Notice Document. Notice of appointment and non-reappointment shall not be  
43 contained in the same document.  
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