

ARTICLE 12  
NON-REAPPOINTMENT

12.1 No Property Right. No appointment or assignment shall create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, except as provided in Articles 8, 13 and 15.

12.2 Notice.

(a) All employees, except those described in (b)(1) and (c) below are entitled to the following written notice if they will not be offered further appointment:

(1) For employees in their first two (2) years of continuous University service, one full semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

(2) For employees with two (2) or more years of continuous University service, two full semesters (or one year for employees with an assignment greater than an academic year); or

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

(4) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Article 8. Summer is not a semester for purposes of this Section.

(b) Employees who are on "soft money," (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds), except those described in Section 12.2(a)(3), above, are entitled to the following written notice if they will not be offered further appointment:

(1) For employees in their first five (5) years of continuous University service, no notice need be provided and the statement in (d), below, shall be included in their employment agreements; or

(2) For employees with five (5) or more years of continuous University service, ninety (90) days notice shall be provided contingent upon funds being available in the contract or grant.

(c) Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed renewable appointment, pursuant to Article 8, and employees employed in an auxiliary entity, are not entitled to notice that they will not be offered further appointment, and the statement in (d), below shall be included in their employment agreements.

(d) Employees described in (b)(1) and (c), above, shall have the following statement included in their employment agreements: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."

(e) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section 12.2 who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the president or representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

12.3 Grievability. An employee who receives written notice of non-reappointment may, according to Article 20, contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30) calendar days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section 12.2(e), or receipt of the notice of non-reappointment if no statement is requested.

12.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one 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.

(b) If that effort is not successful, the employee shall have recall rights as set forth in Article 13.

12.5 Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, one full semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

12.6 Notice Document. Notice of appointment and non-reappointment shall not be contained in the same document.