

1 UNITED ACADEMICS PROPOSAL

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3 NOTICE OF APPOINTMENT

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5 **Section 1.** The Administration will provide each faculty member with a written notice of  
6 appointment at time of hire and at each contract renewal. Faculty members have the right to a  
7 meeting with their supervisor and academic unit head to discuss the provisions of their notice of  
8 appointment before they sign it.

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10 **Section 2.** The notice of appointment shall include, but not be limited to the following:

- 11 a. Effective date of appointment
- 12 b. 9- or 12-month appointment
- 13 c. Rank
- 14 d. Review unit, for joint or multiple appointments
- 15 e. Duration of appointment
- 16 f. Credit for prior service, if applicable
- 17 g. Date of eligibility for promotion and/or tenure
- 18 h. Salary
- 19 i. FTE
- 20 j. Unit or departmental information on criteria and procedure for the annual review, tenure,  
21 and promotion, including supervisor(s) responsible for the annual review.

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23 **Section 3. Joint Appointments.** A joint appointment is one appointment that spans two or  
24 more units, schools, and/or colleges. At the time of hire or appointment, a memorandum will be  
25 completed specifying expectations for tenure and/or promotion and identifying how the  
26 evaluation processes will be handled among the units. The memorandum is not valid unless  
27 approved in writing by the faculty member and the supervisors or academic unit heads.

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29 **Section 4. Multiple Appointments.** A multiple appointment describes when a faculty member  
30 has separate appointments in one or more units, schools, and/or colleges. At the time of the  
31 second or subsequent hire or assignment, a memorandum will be completed specifying  
32 expectations for tenure and/or promotion review and identifying how the promotion process  
33 will be handled. The memorandum is not valid unless approved in writing by the faculty  
34 member and the supervisor(s) or academic unit head(s).

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36 **Section 5. Tenure-Track and Tenured Faculty.** These appointments confirm institutional  
37 commitment for employment in the faculty member's assigned academic unit.

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39 Faculty on annual tenure appointments have an expectation of appointment until their tenure  
40 review. An unsuccessful tenure review will result in a terminal appointment of one year. Tenure  
41 is continued indefinitely except in the case of tenure relinquishment, termination for cause,  
42 financial exigency, or program reductions or terminations following the guidelines established in  
43 this Agreement in Article XX.

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45 **Section 6. Fixed-Term Appointments Without Promotion.** Faculty members on fixed-term  
46 appointments who have not achieved promotion will receive an appointment of at least one year,

1 renewable annually. These faculty members will receive a renewal or non-renewal notice at least  
2 four months prior to the expiration of their appointment. Decisions to non-renew fixed-term  
3 faculty members who have not achieved promotion are at the discretion of the Administration.  
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5 **Section 7. Fixed-Term Appointments With Promotion.** Faculty members on fixed-term  
6 appointments who have achieved promotion will receive extended fixed-term appointments of at  
7 least two years. These faculty members will receive a renewal or non-renewal notice at least  
8 sixteen months prior to the expiration of their appointment. A renewal notice will provide an  
9 appointment of at least the duration of the prior appointment.  
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11 Faculty members on fixed-term appointments who have achieved promotion may only be non-  
12 renewed for the following reasons:

- 13 a. Two consecutive unsuccessful annual reviews; or
- 14 b. Lack of resources to continue funding the faculty member's position; or
- 15 c. Curricular or programmatic reasons.  
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17 **Section 8. Non-renewal Review.** For faculty members on fixed-term appointments who have  
18 achieved promotion, non-renewal notices must be approved by the Provost. The non-renewal  
19 notice shall include a written statement documenting the reason for non-renewal.  
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21 Faculty members on fixed-term appointments who have achieved promotion may appeal a non-  
22 renewal notice. Within ten days of receiving the notice, the faculty member will notify the  
23 Provost of their intent to appeal the non-renewal notice.  
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25 The faculty member may appeal on the following grounds:

- 26 a. One or more of their annual reviews was inaccurate; or
- 27 b. There are resources to continue the position; or
- 28 c. There is ongoing curricular or programmatic need for the position.  
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30 The Provost will forward the non-renewal notice and the faculty member's appeal letter to a  
31 committee appointed and authorized by the Faculty Senate for review. Within twenty-one days  
32 of receiving the non-renewal appeal documents, the Faculty Senate committee will make a  
33 recommendation to the Provost to uphold or overturn the non-renewal decision.  
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35 **Section 9.** The Administration supports and encourages the creation of faculty appointments at  
36 0.50 FTE or above. The Administration may not appoint a faculty member to an FTE below 0.50  
37 to preclude providing benefits.  
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39 **Section 10.** Faculty members who have achieved promotion may not have their appointment  
40 FTE reduced without mutual agreement.  
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42 In the event of course cancellation for insufficient enrollment:

- 43 a. The Administration will work with the affected faculty member to determine if it is  
44 possible to replace the course assignment with an equivalent course assignment within  
45 the same appointment period and academic year.  
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b. If it is not possible to replace the course assignment within the same appointment period and academic year, the department may provide an equivalent, alternative assignment.

Examples of such work include, but are not limited to, the following:

- i. advising;
- ii. determining course equivalencies for transfer credit;
- iii. assessment projects;
- iv. curriculum development;
- v. substitute teaching;
- vi. recruiting for study abroad programs.

The equivalent, alternative assignment must be completed during the same term the cancelled course was scheduled.