

Article 14

RENEWALS AND NON-RENEWALS

A. Procedure

1. Probationary non-tenured FACULTY appointments are for one (1) year at a time and are subject to renewal or non-renewal. The total period of unbroken full-time service in a probationary non-tenured FACULTY position at the same University prior to applying for tenure will be four and one-half (4 1/2) years, except as provided in Article 15, TENURE, Section B.

2. In the case of each probationary non-tenured FACULTY MEMBER, a determination must be made each year whether to renew the appointment of the probationer or non-renew the probationary non-tenured FACULTY MEMBER'S appointment. A probationary non-tenured FACULTY MEMBER in his/her fifth year of probationary employment may apply for tenure by December 31 (May 1 for FACULTY MEMBERS with January anniversary dates). Failure to apply for tenure shall result in the sixth year being the terminal year of employment.

3. The evaluation procedures for probationary non-tenured FACULTY MEMBERS are delineated in Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

4. Notice of Renewal and Non-Renewal

a. Probationers appointed at the start of the academic year

(1) Probationers in their first year:

No later than April 1, first year probationers will be notified, in writing, by the President of renewal or non-renewal. The non-renewal will be effective at the end of that academic year. Reasons for non-renewal shall be supplied to the FACULTY MEMBER, in writing, if requested.

(2) Probationers in their second through fourth year:

Notice of renewal or non-renewal of second, third, and fourth year probationers will be sent by the President no later than January 30 of the second, third, or fourth year of probationary employment. Non-renewals will be effective at the end of the academic year in which the non-renewal notice is sent. Reasons for non-renewal shall be supplied to the FACULTY MEMBER, in writing, if requested.

(3) Probationers in their fifth year:

Notice of renewal or non-renewal of fifth year probationers will be in accordance with the provisions of Article 15, TENURE.

b. Probationers appointed at mid-year (January)

(1) For probationers in their first year of probationary employment, notice of renewal or non-renewal for mid-year appointees shall be sent by the President no later than November 15 of their first year of probationary employment, and such non-renewal shall be effective at the end of that semester.

(2) For probationers in their second, third, and fourth year of probationary employment, notice of renewal or non-renewal for mid-year appointees shall be sent by the President no later than December 15 of the second, third, or fourth year of probationary employment. Such a non-renewal notice shall be effective at the end of the spring semester of the third, fourth or fifth year of probationary employment.

(3) Notice of renewal or non-renewal of fifth year mid-year appointees shall be in accordance with the provisions of Article 15, TENURE.

5. An individual probationary non-tenured FACULTY MEMBER in the first and second year of probationary employment shall have the right to grieve, in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, non-renewal only as to himself/herself and then only with respect to failure to observe the time limits set forth in Section A.4. of this Article. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to renewals and non-renewals shall not be grievable and shall not bar the President from taking actions which he/she deems to be either appropriate or required.

6. Should the University President decide not to renew a probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary employment, who has been recommended by the department chairperson and the department evaluation committee, the FACULTY MEMBER shall have the right to grieve the non-renewal in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

7. Should either a department chairperson or the department evaluation committee not recommend renewal for a probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary employment, the non-renewal shall be sent to the University-wide tenure committee by the President for its recommendation. If, and only if, two (2) of the three (3) recommendations

(department evaluation committee, department chairperson, University-wide tenure committee) favor renewal and the President fails to renew, the FACULTY MEMBER shall have the right to grieve the non-renewal in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

8. An individual probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary appointment who does not secure at least two (2) positive recommendations shall have the right to grieve in accordance with Article 5, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement only with respect to failure to observe the time limits set in Section A.4. of this Article. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to renewals and non-renewals shall not be grievable and shall not bar the President from taking actions which he/she deems to be either appropriate or required.

9. The burden of proof in grievances and arbitrations filed under Sections A.6., A.7., and A.8. of this Article shall be upon the FACULTY MEMBER to show why he/she should be renewed.

B. Resignation

Any FACULTY MEMBER who does not intend to return for the following academic year shall so notify the President at the earliest possible time, but not later than March 31 of the then current year.

The STATE SYSTEM/UNIVERSITIES shall have no obligation to provide letters of reference to any FACULTY MEMBER who fails to comply with the provisions of this Section.