

ARTICLE VIII CONTRACT DURATION, RENEWAL, AND TERMINATION

Section 1. Contract Renewal and Duration.

A. For faculty whose first day of full-service employment was on or before August 1, 2006 the following applies. The standard contract issued to full-service faculty members for the first two (2) years of employment shall be for a term of one (1) academic year. After completion of two (2) one-year contracts and upon reappointment by the University President or his/her designee, a full-service faculty member shall be issued a standard two (2) year contract.

B. For faculty whose first day of full-service employment was after August 1, 2006 the following applies. The standard contract issued to full-service faculty members for the first three (3) years of employment shall be for a term of one (1) academic year. After completion of three (3) one-year contracts and upon reappointment by the University President or his/her designee, a full-service faculty member shall be issued a standard two (2) year contract. For purposes of this article only faculty members whose first day of full-service employment occurs after the beginning of an academic year, the first academic year is defined as at least one full semester **[Q: 2 full quarters]**

Section 2. Standard Contract, Conditional Contract for Incoming Faculty.

The standard contract will be the Presidential Contract (See Appendix A).

If a faculty search committee selects a finalist for a faculty position who does not meet all initial criteria for that position, the Dean in consultation with the search committee may recommend that individual be hired with specific conditions to be placed on his/her contract, such as completion of the terminal degree by a specified date. Said conditions of employment shall remain continuous and binding unless officially removed by the Provost and approved by the President and Board of Trustees. Any condition shall be included on the Worksheet Summary for the candidate and on the initial contract of employment. If that candidate is recommended by the Provost and the President and approved by the Board of Trustees, only those conditions recommended by the committee shall become part of the conditional contract(s) issued to that faculty member.

Section 3. Notice for Improvement.

- A. For faculty whose first day of full-service employment was on or before August 1, 2006 the following applies. If at any time during the first two years of employment the University determines that a bargaining unit member is not meeting University responsibilities and expectations, the bargaining unit member shall be notified in writing of specific area(s) that need to be developed, provided an opportunity to assist in the development of a written plan for improvement, and given the opportunity to make necessary corrections. (See Article XI.) At that time, the University may issue the bargaining unit member a one (1) year contract. Upon demonstrated improvement, the faculty member becomes eligible for a two (2) year contract.

- B. For faculty whose first day of full-service employment was after August 1, 2006, the following applies. If at any time after the first three years of employment the University determines that a bargaining unit member is not meeting University responsibilities and expectations, the bargaining unit member shall be notified in writing of specific area(s) that need to be developed, provided an opportunity to assist in the development of a written plan for improvement, and given the opportunity to make necessary corrections. (See Article XI.).

Section 4. Non-Renewal.

- A. For faculty whose first day of full-service employment was on or before August 1, 2006 the following applies.

- 1.) If the University decides not to renew the individual contract of a bargaining unit member, that member shall be notified of such decision no later than March 1 of the year in which his/her contract expires.
- 2.) If a bargaining member's contract is not renewed, written reasons for non-renewal shall be given to the employee and the Association President. Non-renewal will be based on evaluations and overall performance as a full-service faculty member, failure to meet a condition of employment as specified in Section 2, this Article.

- B. For faculty whose first day of full-service employment was after August 1, 2006 the following applies.

- 1.) If the University decides not to renew the individual contract of a bargaining unit member in the first three years of employment, that member shall be notified of such decision no later than March 1 of the year in which his/her contract expires. If the non-renewal occurs in the third year of employment, the dean shall require a vote of full-service faculty members in the department and if the department does not vote to retain by a simple majority of the full-service faculty members in the department, the university will notify the individual of non-renewal. The dean must keep the vote open for at least 5 working days.
- 2.) If a bargaining member's contract is not renewed in the fourth or subsequent year of employment, written reasons for non-renewal shall be given to the employee and the Association President. Non-renewal will be based on evaluations and overall performance as a full-service faculty member, failure to meet a condition of employment as specified in Section 2, this Article.

Section 5. Resignation or Retirement.

Faculty members retiring or resigning should, whenever possible, notify the University in writing sixty (60) days prior to the retirement or resignation date.

Section 6. Termination.

A full-service faculty member's contract may not be terminated prior to the end of the contract's specified duration except for just cause, resignation, or retirement. Just cause shall include the following:

- A.) Failure to correct serious, substantive, and persistent deficiencies in teaching, scholarship, or University service; or
- B.) Failure to correct serious, repeated, and/or persistent violations of regulations in the University Policy and Procedures Manual; or
- C.) Gross negligence in teaching, scholarship, and University service; or
- D.) Conviction of a felony. (The faculty member shall be restored to his/her former teaching assignment and shall suffer no loss of rank or contract status if the conviction is reversed on appeal.) or;
- E.) Any violation of local, state, and/or federal laws that involves moral turpitude. The University reserves the right to suspend an employee from duty with pay, pending a termination conference with the Provost.

Should the University determine that just cause for termination exists, the Provost shall discuss the matter with the faculty member in a confidential termination conference. The faculty member shall receive prior written notification of the purpose for the conference and the reason(s) for possible termination. The faculty member may bring to this conference a representative/witness of his/her choice and/or the President of the Association. The Provost also may have present equal representation.

If an understanding is not reached at this conference, within ten (10) working days the Provost shall provide the faculty member and Association with a written notice of the University's intent to terminate the faculty member's contract. This written notice shall include a statement of reasons for such termination.

Section 7. Notice

For purposes of this Article, notice to the bargaining unit member of improvement, non-renewal, or termination, is defined as:

1. Having the document served personally on the member; or
2. Sending the notice by Certified US mail to the member's last address provided by the member to the Personnel Office for payroll purposes.

The University's obligation to serve notice is met if the date of personal delivery or the postmarked date of mailing is on or before the date of notification stated in Article.

Section 8. SEA Notification of Supplemental Contracts

The university will provide a copy of all supplemental faculty contracts issued by the dean's or provost's office to the SEA president or his/her designee.