

**Administration Proposal 2014 – 21**

Tentatively Agreed by the Parties  
October 27, 2014

for the Union



10/27/14

date

for UMass



10/22/14  
date

**Article 21**

**Non-Tenure Track (NTT) Faculty, Amherst & Boston**

This article, except as otherwise described within it, shall apply to all bargaining-unit members identified as non-tenure track faculty in Article 2.2.2 of this Agreement.

- 21.1 Compensation for Non-Tenure-Track Faculty: The salary minima in Article 26.13 shall apply to all full-time and, on a pro-rata basis, all part-time NTT faculty. These minima shall be effective at the time of the next competitive grant renewal for grant-funded faculty.

At the time of any reappointment, an individual's rate of pay may be the same as or higher than the rate at the end of the last appointment period but may not be lower.

The Administration shall pay to a part-time NTT faculty member a course cancellation fee equal to 8.0% of the scheduled compensation for that course if the Administration cancels the course after the first scheduled meeting of that class; however, if the faculty member whose course was cancelled is reassigned to teach another course before the end of the add-drop period, no such cancellation fee shall be paid.

- 21.2 Workload: Each non-tenure-track faculty member's workload shall be such that he or she can reasonably be expected to discharge the assigned responsibilities within the percentage of time specified in the individual's contract. Each three-credit course with scheduled hours of instruction for which the faculty member is the sole instructor of record shall provide at least a 25% full-time equivalent appointment per semester. Courses taught by NTT faculty during fall or spring semesters for continuing education divisions (the College of Advancing & Professional Studies on the Boston campus, the Division of Continuing and Professional Education on the Amherst campus) shall be included in the calculation of an appointment's FTE for the purpose of accruing service credit toward eligibility for just-cause protection, for a continuing appointment, and for promotion, provided no FTE calculation shall exceed 100%.
- 21.3 Additional Work for Part-Time NTT Faculty: Additional bargaining unit work shall be offered, honoring departmental seniority among current part-time bargaining

unit faculty whenever practicable, to current part-time bargaining unit faculty in that department who are determined by the department chair/head to be qualified to perform the additional work in question, prior to hiring non-tenure track faculty outside the bargaining unit to do the work. In such instances, the department chair/head shall provide notice of available work, including a description of the work and the required qualifications. Interested part-time bargaining unit faculty shall submit written notice of interest to the chair/head. If the work is assigned to a new appointee, rather than a current bargaining unit member, the department chair/head shall provide a written explanation to the union, upon request, of the basis on which current bargaining unit members were deemed unqualified. This provision shall not be subject to grievance except for process violations; the department chair/head's judgment of qualification shall not be subject to Article 25, Grievance Procedure. This provision shall not apply to NTT faculty with the title Associate Lecturer or to those faculty members who have Clinical titles in the College of Nursing on the Amherst campus.

- 21.4 Benefits for Part-Time Faculty: Faculty who are employed on a part-time basis, including those on the Boston campus holding the title Associate Lecturer, shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes.
- 21.5 Evaluation of Non-Tenure Track Faculty: The annual evaluation of all non-tenure-track faculty shall be conducted under the terms of Article 33.
- 21.6 Visiting Faculty: For the duration of this Agreement, the ratio of visiting full-time faculty to full-time faculty shall not exceed the ratio of 1:25 over two consecutive semesters.
- 21.7 NTT Faculty Access to Resources.
- 21.7.1 All non-tenure track faculty members shall have access to work space, computers, and printers adequate for the performance of their assigned responsibilities. This provision shall not be subject to Article 25, Grievance Procedure.
- 21.7.2 A non-tenure track faculty member whose appointment has ended but whose department head/chair indicates, in writing, that the faculty member is likely to be given a new appointment that will take effect within one year of the termination of the last appointment shall be accorded, for a period of one year, all library and e-mail privileges to which they would have been entitled had their appointments not terminated.

21.7.3 On the Amherst campus, full-time non-tenure track faculty shall continue to have access to Center for Teaching funding, including Faculty Grants for Teaching, Teaching and Learning in the Diverse Classroom awards, and Technology grants, but excluding Lilly Fellowships and PMYR support, which are specifically designated for tenure system faculty. Part-time non-tenure track faculty shall continue to have access to Center for Teaching funding for Teaching and Learning in the Diverse Classroom awards. All non-tenure track faculty shall continue to have access to non-financial support services provided by the Center for Teaching, including such services as orientation, training, teaching portfolios, workshops, and consultation.

21.8 Reappointment of NTT Faculty at less than 50% FTE. All non-tenure track faculty members (such as those with the titles Lecturer, Senior Lecturer, and Senior Lecturer 2) with appointments at less than 50% FTE who are appointed on any funding source other than gifts, grants, and contracts and who have at least six academic years of continuous service (or who consistently have taught one semester per year for nine continuous years) and who are not replacements for tenure system faculty members shall be given priority for reappointment over non-bargaining unit members and shall be provided with written reasons if they are not reappointed and an individual not previously employed by the University is appointed to their vacated position. This provision shall not apply to NTT faculty with the title Associate Lecturer or to those faculty members who have Clinical titles in the College of Nursing on the Amherst campus.

Associate Lecturers (previously titled per-course post-probationary Lecturers on the Boston campus) who earned just-cause protection under the predecessor contract before July 1, 2014, shall not be exempted from this Section 21.8 and shall be given priority for reappointment over non-bargaining unit members as described in the preceding paragraph except that they shall not be required to have accrued six years of service and may be replacements for tenure-system faculty.

21.9 NTT Faculty at 50% FTE or Greater: These provisions shall apply to all non-tenure track faculty members with appointments at 50% or greater who are appointed on any funding source other than gifts, grants, and contracts. This provision shall not apply to NTT faculty with the title Associate Lecturer or those faculty members who have Clinical titles in the College of Nursing on the Amherst campus.

21.9.1 Appointments, Reappointments, and Notice Periods.

1. For their initial appointments or for their initial appointments after a break in service of more than one semester, such faculty members

- may be appointed for a period of one semester or of one, two, or four years, at the discretion of the chair/head with approval of the dean.
2. Subsequent reappointments shall be as follows, at the discretion of the dean:

NTT Appointments at 50% FTE or Greater						
Initial Appointment	Notice of Reappointment or Non-reappointment	First Reappointment	Notice of Reappointment or Non-reappointment	Second Reappointment	Notice of Reappointment or Non-reappointment	Continuing Appointment
1 semester	Before end of semester	1 semester	Before end of semester	1 semester	Before end of semester	Achieved after 6 FTE semesters
1 year	March 1 or at least 3 months before appointment end date*	1 year	December 15 or at least 6 months before appointment end date*	2 years	August 15 of 3 <sup>rd</sup> year of service or at least 12 months before appointment end date*	Any reappointment would be a continuing appointment
2 years	December 15 or at least 6 months before appointment end date*	2 years	August 15 of 3 <sup>rd</sup> year of service or at least 12 months before appointment end date*	Any reappointment would be a continuing appointment		
4 years	August 15 of 3 <sup>rd</sup> year of service or at least 12 months before appointment end date*	Any reappointment would be a continuing appointment				
* Note notice deadline variations specified in paragraphs 3, 4, and 5 below..						

3. NTT faculty in their first or second year of service at 50% or greater FTE who have a one-semester appointment should receive notice of reappointment or non-reappointment no later than the end of that semester.
4. Individuals in their first year of service at 50% or greater FTE who have one-year appointments shall receive notice of reappointment or non-reappointment no later than March 1 of that academic year if the appointment expires at the end of the academic year; or, if the initial appointment terminates during an academic year, notice at least three months before its termination.

5. Individuals in their second year of service at 50% or greater FTE shall receive notice of reappointment or non-reappointment no later than December 15 of that academic year if the appointment expires at the end of the academic year; or, if the appointment terminates during an academic year, notice at least six months before its termination.
6. Failure to meet the notice deadlines specified in #3, 4, or 5 above shall entitle the individual to a one-year, or one-semester in the case of those on one-semester appointments, terminal reappointment.
7. Reappointments through the first four years of full-time-equivalent service shall be at the discretion of the dean with the recommendation of the chair/head, who shall consider such factors as performance, need for the individual's services, and availability of funding. Non-reappointment within the first four years of full-time-equivalent service shall not be grievable. Reappointment beyond the fourth year of full-time-equivalent service shall be a continuing appointment as specified in Section 21.9.2 below.
8. The Administration will amend appointment and reappointment forms for NTT faculty members to solicit their declaration of any appointments they may have in more than one academic unit and to advise them of their responsibility to notify the chair/head of other faculty appointments. A faculty member who fails to respond truthfully about such additional appointments on the amended forms shall be ineligible for a continuing appointment or just-cause protection.

**21.9.2 Continuing Appointments.** Notice of non-reappointment before August 15 at the end of the third year shall be at the dean's discretion and shall not be grievable. After three years of continuous full-time-equivalent service with no break in service greater than one semester, NTT faculty shall be reappointed to continuing appointments without a termination date except under the following circumstances:

1. Just cause exists for termination or non-reappointment.
2. The dean determines that the work performed by the individual will not be performed in the college/school by a non-tenure track faculty member.
3. The Administration has given the faculty member written notice of non-reappointment beyond the fourth year of full-time-equivalent service no later than August 15 prior to the start of that fourth academic year if the appointment expires at the end of that year, or at least twelve months in advance of its termination if an appointment terminates during the fourth academic year. Full-time non-tenure track faculty members on one-semester appointments shall be deemed to have met the three-year service threshold after

six semesters of appointments during which there are no breaks in service of more than one semester at a time.

4. The terms of Article 21.9.2 shall not apply to departmental programs in the Departments of Music and Dance and Mathematics and Statistics (Amherst only) that are explicitly designed to bring to campus faculty members and/or working professionals for short-term assignments, nor to spousal appointments that are effective on or after September 1, 2009, to whom this provision shall apply after six rather than three years of continuous full-time equivalent service.

**21.9.3 Termination.** Non-tenure track faculty at 50% or greater FTE may be terminated for just cause.

1. **Just Cause.** Just cause for dismissal will be related to the fitness of the faculty member in his or her professional capacity, and may include, but not be limited to, demonstrated substantial and manifest neglect of duty or failure to perform one's duty, severely inadequate performance, or egregious misconduct that substantially impairs the individual's fulfillment of his or her institutional responsibilities. In all cases of substandard performance, the University will make attempts at remediation prior to invoking dismissal procedures. Dismissal procedures will not be used to restrain faculty members in the exercise of their academic freedom, or in the exercise of any other rights they possess as members of society. If the effective date of the dismissal for cause of an individual in his or her first, second, or third year of service is prior to the expiration date of his or her appointment, and in all cases of dismissal for cause involving those on continuing appointments, the individual shall be entitled to due process prior to dismissal. During the consideration of dismissal for cause, the individual shall continue to receive his or her full salary. If in the judgment of the Employer/University Administration the continued service of the individual would do serious harm to the University, the individual may be relieved of duties. In all cases of dismissal for cause, the procedures outlined in Article 21.12 shall be followed.

**21.9.4 Layoff of NTT Faculty with Continuing Appointments**

1. **Reduction or Elimination of Work.** Any individual who has a continuing appointment may be laid off if the dean determines that the work performed by the individual is being eliminated, reduced, or reassigned to a tenure-stream faculty member. In such cases, the individual shall be entitled to notice at least one year prior to the effective date of the layoff. Written reasons for the layoff shall be provided to the individual and to the Union. Such a layoff shall not be

deemed retrenchment under Article 22, and none of the terms of that article shall apply. The work being done by the individual identified for layoff may continue, provided the remaining work is less than 50 percent FTE, and be performed by remaining non-tenure-track faculty members at a reduced level if those remaining faculty members are qualified to perform that work and have greater seniority or if their additional duties are outside the qualifications of the terminated non-tenure-track faculty member.

2. Order of Layoff. If the Administration decides to reduce the number of half-time or greater non-tenure track faculty members appointed on sources of funds other than gifts, grants, or contracts within a department or program, seniority shall determine the order of termination among individuals whose duties and responsibilities and expertise are, in the judgment of the Administration, substantially the same. Seniority shall be defined as the number of full-time equivalent years of service as an Associate Lecturer, Lecturer, Lecturer II, Senior Lecturer, Senior Lecturer 2, Assistant Professor, Associate Professor, Professor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Research Assistant Professor, Research Associate Professor, Research Professor, Extension Assistant Professor, Extension Associate Professor, Extension Professor, Instructor, or in positions, excluding student employment, with duties and responsibilities substantially the same as those commonly performed by the holders of these titles. Continuity of service shall not be deemed broken by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized paid leave. Continuity of service shall not be deemed broken by an individual's period of layoff, but additional seniority shall not accrue during such periods of layoff. Service that is followed by a break in service of more than five years shall not be included in the calculation of seniority, and service that is followed by a break in service of two or more semesters shall not be included in the calculation of eligibility for continuing appointment.
3. Replacement of Senior Lecturers. Replacement of a Senior Lecturer by a tenure track faculty member shall require a written rationale from the department chair/head, provided to the individual at the time of notice, and the approval of the dean and provost, and shall not be instituted for arbitrary or capricious reasons. Replacement of a Senior Lecturer 2 by a tenure track faculty member shall occur only in exceptional circumstances, with a written rationale from the department chair/head, provided to the individual at the time of notice, and approval of the dean and provost, and shall not be instituted for arbitrary or capricious reasons.

4. Recall After Layoff. Any individual who has a continuing appointment and has been laid off for any reason except for cause shall, upon request, have his/her name placed on a recall list for a period of three years from the date of layoff. Qualified individuals whose names are on the recall list shall be given an opportunity, in inverse order of layoff within the department or program, to be reinstated to available positions in their department or program for which, in the view of the department chair/head, they are qualified. Any individual who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer. All individuals on the recall list shall be regularly sent bargaining unit position vacancy announcements. For this purpose, it shall be the responsibility of non-tenure track faculty members to use the University's online self-service administration to record their current addresses.
5. Retrenchment. At any time during an individual's service, the individual may be subject to retrenchment in accordance with the provisions of Article 22 of the Agreement. In such cases, the notice provisions and all other terms of that article shall apply, anything above to the contrary notwithstanding.

#### 21.10 Provisions Specific to Lecturer Titles.

21.10.1 Progressive Lecturer Titles. The progressive ranks of non-tenure track faculty shall be: Lecturer, Senior Lecturer, and Senior Lecturer 2.

##### 21.10.2 Progression in ranks.

1. Lecturers who have completed six years of full time equivalent service are eligible for promotion to Senior Lecturer.
2. Senior Lecturers who have completed six years of full time equivalent service in that title are eligible for promotion to Senior Lecturer 2.

21.10.3 Associate Lecturer. Additionally, the Boston campus may use the title Associate Lecturer, which shall not be a rank among the progressive ranks of other Lecturer titles.

1. The Boston campus may hire an Associate Lecturer at less than 50% FTE on an as-needed basis to temporarily replace faculty who are on leave or who have temporary or indefinite release from some teaching duties; to fulfill instructional needs where the scope and duration of those needs are uncertain or are known to be of limited duration; to fulfill highly specialized and occasional instructional needs.
2. If an Associate Lecturer expresses an interest in additional work, the chair/head shall consider that person for such work. If the chair/head



determines that an Associate Lecturer is the most qualified candidate, then the Associate Lecturer's FTE may be temporarily increased to 50% or greater to fulfill instructional needs. This temporary increase in FTE will not result in a change in title or rate of pay.

3. If an Associate Lecturer has served at 50% FTE or higher for six consecutive semesters, his/her title shall be converted to Lecturer, and he/she shall receive a salary increase to the applicable salary floor for Lecturers unless his/her salary already exceeds that floor. An Associate Lecturer shall not be eligible for the title of Senior Lecturer without at least three years of full-time equivalent service in the rank of Lecturer.

21.10.4 Boston Title Conversions. The conversion of titles for Boston faculty with Lecturer titles is intended to achieve common titles for both campuses and shall not be used for any other purpose (such as reducing any individual faculty member's typical workload).

1. Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer and paid on a per-course basis under the predecessor contract shall have the title Associate Lecturer;
2. Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer I shall have the title Lecturer;
3. Effective July 1, 2014, any faculty member on the Boston campus with the title Lecturer II shall have the title Senior Lecturer,
4. Effective July 1, 2014, any faculty member on the Boston campus with the title Senior Lecturer shall have the title Senior Lecturer 2.

21.10.5 Eligibility for promotion: All Lecturers with at least six years of full-time-equivalent service as a Lecturer, Lecturer II, Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Instructors, or in a position on the Amherst or Boston campuses, excluding student employment, with duties and responsibilities substantially the same as Lecturer, will be eligible for consideration for promotion to the rank of Senior Lecturer. All Senior Lecturers with at least six years of full-time-equivalent service as a Senior Lecturer or in a position on the Amherst or Boston campuses, excluding student employment, with duties and responsibilities substantially the same as Senior Lecturers, will be eligible for consideration for promotion to the rank of Senior Lecturer 2. As specified in 21.10.3.3, an Associate Lecturer shall not be eligible for the title of Senior Lecturer without at least three years of full-time equivalent service in the rank of Lecturer.

21.10.6 Promotion Standards and Criteria: In addition to having accrued the necessary service credit, a candidate for promotion to Senior Lecturer or Senior Lecturer 2 must demonstrate evidence of:

- Meritorious performance in the area(s) of the candidate's responsibility

- Promise of continuing professional development and achievement

21.10.7 Review Process: Candidates for promotion to the rank of Senior Lecturer or Senior Lecturer 2 shall follow this review process:

1. Candidates who believe they are eligible to apply for promotion consult with the department chair/head to confirm eligibility.
2. The candidate assembles a portfolio of accomplishments in his/her area(s) of responsibility, including a personal statement, a current curriculum vitae, and all other materials that he or she believes will be essential to an adequate consideration of the case and submits the portfolio to his/her department head/chair.
3. If the candidate wishes to include in the portfolio letters of evaluation from scholars or professionals in other University departments or from outside the University, he/she supplies a list of such evaluators to the department head/chair with the portfolio. The head/chair solicits evaluations from the individuals suggested by the candidate and may solicit evaluations from other relevant scholars and professionals.
4. The department head/chair adds to the file all available evaluations of teaching effectiveness.
5. The department personnel committee reviews the portfolio and forwards its vote and recommendation to the department head/chair, simultaneously sending a copy to the candidate.
6. The department head/chair reviews the portfolio and forwards his/her recommendation to the relevant college review committee (as described in paragraph 7 below), simultaneously sending a copy to the candidate.
7. College review committees shall be constituted as follows: In Amherst, from three to five lecturers, elected by the lecturers in the respective schools and colleges; in Boston, the relevant standing College Personnel Committee, expanded by one or two senior lecturers, selected in accordance with the normal process for populating the CPC. These committees review the portfolio and forward their votes and recommendations to the dean, simultaneously sending a copy to the candidate.
8. The dean reviews the portfolio and forwards his/her recommendation to the provost, simultaneously sending a copy to the candidate.
9. The provost reviews the portfolio and informs the candidate and all previous levels of review of his/her decision.

21.10.8 Timing: The candidate may submit his/her portfolio no later than the first day of the spring semester of the academic year in which he or she accrued the equivalent of six years of full-time service in his/her current rank. The review process will be conducted during the spring semester

of that academic year. The candidate will be notified of the provost's decision no later than August 15 of the summer after the academic year in which the review takes place.

21.10.9 Effective Date of Promotion: The promotion of a successful candidate will take effect on September 1 of the academic year following the provost's decision.

21.11 Continuity of Service and Seniority. Continuity of service and accrual of seniority shall not be deemed broken by:

1. Periods of authorized leave.
2. For faculty without benefits, absences of four or fewer consecutive semesters for reasons that would meet the qualifications for family leave under the Family Medical Leave Act.
3. Periods of fewer than three consecutive semesters without appointments due to unavailability of work as determined by the Administration.
4. Absence of four or fewer consecutive semesters for the purpose of professional development as recommended by the department chair/head and approved by the dean.
5. Periods of layoff, but additional seniority shall not accrue during such periods of layoff.

Service that is followed by a break in service of more than five years shall not be included in the calculation of seniority, and service that is followed by a break in service of two or more semesters shall not be included in the calculation of eligibility for continuing appointment.

21.12 Suspension and Dismissal for Disciplinary Reasons

21.12.1 The provisions contained in Article 18, Sections 18.1 through 18.5 shall apply to non-tenure system faculty members.

21.12.2 Except for serious misconduct, progressive discipline shall ordinarily be applied which may include specific attempts to remediate conduct or performance, as well as measures such as reprimand, censure, or suspension.

21.12.3 Notwithstanding the provisions contained in the Dismissal Hearing Procedures section of Article 18.5, whenever the University seeks to suspend or dismiss a non-tenure system faculty member, the following procedures shall apply:

21.12.4 Suspension and Dismissal Hearing Procedures. These procedures shall apply to all instances where suspension or dismissal of a non-tenure

system faculty member is being considered except those covered by the "Procedures for Dealing with Charges of Misconduct in Research and Scholarly Activities at the University of Massachusetts Amherst (Trustee Document T91-035A) and by the "University of Massachusetts Amherst Sexual Harassment Policy."

1. Initiation of the Process. The appropriate academic department chair/head shall initiate the suspension/dismissal process.
2. Informal Resolution Process. Prior to the filing of formal charges, the University and the Union shall make every effort to resolve or remediate the matter informally. Such informal efforts could include the faculty member, the Union, the academic department chair/head, the departmental personnel committee (or a sub-committee thereof), the dean, and/or the provost or designee(s). Informal efforts to resolve the matter shall not extend beyond thirty days without the written agreement of the faculty member and the academic department chair/head.
3. Filing of Formal Charges. If informal efforts to resolve the matter are not successful, the academic department chair/head may file formal charges and a recommendation for suspension/dismissal. The written notice shall be given within ninety days after the University becomes aware of the matters giving rise to the charge, or of the latest incidence of a recurring or persistent problem, but this period may be extended for an additional thirty days in order to conduct the informal resolution process. Such charges and recommendations shall be filed with the appropriate dean with copies to the faculty member, and the Union and shall include:
  - a. A detailed statement of the charges, with reasonable particularity;
  - b. As to each charge, the names of the witnesses, insofar as known, who will testify in support of the specific allegations; and
  - c. Insofar as known, the documentary evidence that will be presented.The faculty member may file a response with the appropriate dean with copies to the academic department chair/head and the Union. Any response shall be become part of the record. Any written charges or responses may be amended upon the discovery of additional information.
4. Hearing and Recommendation.
  - a. The appropriate dean shall convene the departmental personnel committee (or a sub-committee as determined by the departmental personnel committee), or where one does not exist an ad hoc committee (hereafter referred to as the hearing

- panel), for the purpose of conducting a hearing and rendering a recommendation for disposition of the charges.
- b. The hearing panel shall designate a chair.
  - c. The hearing panel shall conduct a hearing in accordance with the following:
    - (1) The faculty member may be represented by the Union or other academic or personal representative, and the academic department chair/head may be represented by another University academic or administrative officer. Neither party shall be represented by an attorney unless the charge includes allegations of criminal conduct.
    - (2) The academic department chair/head has the burden of proof.
    - (3) The faculty member and the academic department chair/head and their representatives shall have the opportunity to make opening and closing statements, to examine and cross-examine witness, and to introduce documentary evidence. Members of the hearing panel may also question witnesses and may limit the amount of time permitted for each of these activities.
    - (4) With appropriate notice to all parties, the hearing panel may call its own witnesses, who may be cross-examined by the faculty member and the academic department chair/head or their representatives.
    - (5) The hearing panel shall not be bound by the rules of evidence.
    - (6) Following the hearing, the hearing panel shall file written findings of fact and a recommendation for disposition with the appropriate college personnel committee, with copies to the appropriate dean, academic department chair/head, the faculty member, and the Union.
    - (7) The appropriate college personnel committee shall review the findings and recommendation for disposition and, after inserting any comments, shall file the DPC's findings and recommendation for disposition with appropriate dean, with copies to the academic department chair/head, the faculty member, and the Union.
5. Decision by Appropriate Dean. Upon consideration of the hearing panel's findings and recommendation, the appropriate dean shall determine whether to: 1) reject the charges; 2) suspend or dismiss the faculty member; or 3) take other action, and shall, within fourteen days of receipt of the CPC's recommendation, notify the academic department chair/head, the faculty member, and Union in writing.

If the DPC has not recommended suspension or dismissal and the Dean decides to proceed, the Dean must provide compelling reason for doing so.

6. Appeal to Provost. The faculty member may file a written appeal of an adverse decision by the appropriate dean to the provost, whose decision shall rendered in writing within fourteen days of receipt of the Dean's decision and is final.