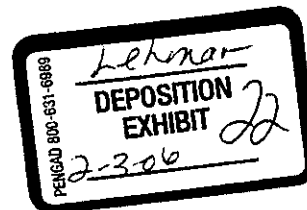


From: jlehman@umich.edu
 X-Sender: jlehman@j.imap.itd.umich.edu
 X-Mailer: QUALCOMM Windows Eudora Version 5.1
 Date: Fri, 22 Nov 2002 17:27:37 -0500
 To: "Peter J. Hammer" <hammerp@umich.edu>
 Subject: Questions Regarding Notice and Process



Dear Peter:

Let me first respond to your inquiry about particular sections of the University Faculty Handbook and Standard Practice Guide. You mention several different provisions, which collectively focus on two different issues. I'll address them in turn.

The first issue concerns proper notice of the Law School's decision not to recommend your promotion to a tenured position. Both Handbook sections 6.5 and 6.6 explain that, in such circumstances, the School "should" notify a candidate of this decision "in writing," as well as offer the candidate an opportunity to discuss the decision. As you know, we spoke by phone within thirty minutes or so after the faculty made its decision, and I offered and you accepted the opportunity to speak about it in person. I also did refer to the decision in writing several times in our subsequent email exchanges. But in keeping with the University Handbook's guidelines, I probably should have officially notified you in writing of the faculty decision just after it occurred. Please accept my apology for not having done so.

The second issue concerns proper notice of non-reappointment pursuant to SPG 201.88. After the faculty decided in February of 2000 to defer its decision on your promotion to tenure for an additional two years, I wrote you a letter dated February 28, 2000 specifying the terms of that extension of your original appointment (I would be happy to provide you with another copy of that letter). The letter included the following paragraph:

Your current employment contract expires May 31, 2001. Because the faculty has deferred consideration of your tenure, your contract will be extended to May 31, 2002. If you are awarded tenure, you will receive a new contract; *if not, the academic year 2001-2002 will be your terminal year.* (emphasis added)

The italicized language made quite clear that, in the event you were not granted tenure in the winter semester of 2002 (as in fact occurred), your academic appointment would expire at the end of that same semester i.e., without an additional "terminal year" appointment thereafter. This practice is consistent with other cases in the University when the relevant academic unit postpones the consideration of tenure beyond the standard time period. This explicit statement in my February letter constitutes the "notice of non-reappointment" specified in SPG 201.88.

Notwithstanding this arrangement, after the final faculty decision in February 2002, I made the discretionary decision to offer you an appointment for one additional year, meaning the 2002-2003 academic term. This offer was not required by University policy, and it went beyond the terms of our February 2000 understanding. My intention was to facilitate your smooth transition to another academic unit or University. I also awarded you some summer research funds, to assist you in improving your scholarly portfolio for purposes of this job search. But I made it quite clear in our original and subsequent conversations that this additional appointment was for a single year only. I know that Evan also discussed this fact with you.

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And you were given a number of clear, written reminders of the time-bound nature of this additional appointment as well. For example, in my September 5, 2002 letter to you specifying your compensation for the 2002-2003 year, I said: "As you explore possible opportunities for next academic year, Peter, I hope you will let me know how I can best help." And in response to your queries as to "[w]hen would I receive my last pay check under this appointment?" and "when will health care benefits for me and my partner be terminated under this arrangement?," Rozona clearly stated in her email of August 13, 2002, that "your last paycheck would be June 30, 2003" and your health care benefits "would end as of June 2003." So you have consistently and repeatedly received verbal and written notice that my offer of additional employment following the termination of your original untenured appointment on May 31, 2002, was for a single academic year only, and you accepted the offer on precisely these terms. Thus, to be perfectly clear, your current one-year position at the University will end on May 31, 2003. This additional year of employment in no way nullifies the fact that you received proper written notice on February 28, 2000 that your original appointment would automatically terminate on May 31, 2002 and would be extended only if you were granted tenure by that time.

Now that I've addressed your inquiries concerning the University Faculty Handbook and Standard Practice Guide, I'd like to respond to the opening paragraph of your email. That paragraph contains several explicit or implicit mischaracterizations of the tenure process as I described it in the email to which you are responding. For example, you continue to suggest in your response that the Law School does nothing more than send a recommendation to the Provost, who then must officially accept or reject that recommendation in order for there to be a "final" University action. Such mischaracterizations make me feel increasingly uncomfortable; I would like to think we can continue our ongoing dialogue about both past and future in a more forthright manner.

Jeff

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