

## ARTICLE 9

### Faculty Status: Appointment, Evaluation, Rank, and Termination

#### 9.1 Faculty Appointment

Appointment of bargaining unit members shall be at the sole discretion of the University and shall not be subject to the grievance resolution process provided in this Agreement. Appointments shall be “at-will” and shall not carry any right or expectation of additional appointments, including adjunct and regular faculty appointments, or of any other term or condition of employment not expressly provided in this Agreement.

#### 9.2 Evaluation

Unit members’ performance may be evaluated at the sole discretion of the University. Written documentation of such evaluation shall be made available to the affected unit member upon request of the unit member.

#### 9.3 Rank

The University reserves the right to appoint faculty to any rank included in the bargaining unit as set forth in Article 3.

#### 9.4 Termination of Appointment

Appointments are automatically terminated upon the expiration of the term of appointment period. A decision not to renew or rehire a unit member requires no explanation, notice, or reason and is not grievable.

Consistent with the “at-will” nature of adjunct faculty employment, the University retains the right to unilaterally sever the employment relationship at any point during the employment relationship on any grounds not prohibited by law, for any reason or no reason.

Only those disputes over the following grounds for severance of the employment relationship, expressly relied upon by the University in writing to the unit member may be grieved:

- decision by the University that in the course of employment the bargaining unit member has violated applicable federal or state law, or this Agreement.

The grounds for severance of the employment relationship that are not considered termination and are therefore not grievable include, but are not limited to, the following:

- decision by the University to cancel a class before or during its progress;
- decision by the University to reassign an ongoing class from a unit member to a regular faculty member or any other University employee;
- expiration of appointment by its own terms;
- decision by the University to not offer a class;
- convenience of the University;
- decision by the University as to whom will be offered an appointment; or
- any other ground that does not involve the unit member's violation of law or this Agreement.

If the University identifies a basis for severance set forth above, no further explanation is required.

## 9.5 Cancellation of Classes

The university shall provide written notice of class cancellation, in addition to any verbal notice that may be provided, to both the adjunct faculty member and the union. Failure to provide written notice does not result in continuation of employment.

If a class is cancelled prior to the first meeting, faculty who have signed and returned a written offer of appointment shall receive compensation equal to the compensation that would have been received in one pay period for the cancelled class.

If a class is cancelled at or after the first meeting, the faculty member will receive pro rata compensation based on the number of classes taught out of the total number of classes scheduled. In addition, the faculty member shall receive the compensation that would have been received in one pay period for the cancelled class. If an adjunct faculty member who has not been issued an appointment letter is requested to and meets the first class and the class is subsequently cancelled, the faculty member will be provided compensation according to this paragraph.

If compensation is due under these provisions for an accelerated course, compensation will be limited as follows: if cancelled before the second meeting, one-seventh of the compensation due for the full course; if cancelled at or after the second meeting, pro rata compensation for the number of classes taught. An accelerated course is defined as a course compressed into a time period of less than a full academic year semester.

These amounts shall be considered liquidated damages and the faculty member shall have no further claim against the university, nor shall the cancellation be subject to the dispute resolution provisions of this agreement.

If an adjunct faculty member is provided written notice that a class is being cancelled as a result of low enrollment, the Bargaining Unit Member, with a right to review by the Union, may propose to teach the class for reduced compensation, provided the compensation is at least \$50 per student per credit. This amount shall increase to at least \$60 effective with the first full pay period after July 1 of 2002. The University may either accept the proposal or proceed to cancel the class at its discretion, subject to the cancellation provisions of this article.

#### 9.6 Appointment Letters

When possible, letters of appointment shall be presented to Bargaining Unit Members at least seven days prior to the day the class is scheduled to begin. All letters of appointment, however, will be presented to the adjunct faculty member no later than the tenth working day following the adjunct faculty member's first meeting with the class.