

ARTICLE VI-APPOINTMENT AND TERMINATION

C. APPOINTMENT

1. Each University shall post and maintain on its website, in the form of a calendar or otherwise, a current notice of the dates or periods during which, for each academic year, it prepares the schedule of courses that are to be offered during the instructional periods falling within that year. Nothing in this or any other provision of the Agreement shall accord ~~any individual to any member of the Continuing Education Pool~~ any entitlement to teach any particular course or to do so at any particular time, date or place; and, except as is provided in the following subsection 2, nothing in this or any other provision of the Agreement shall prescribe or limit the manner in which the Dean or any academic department or other person or unit schedules or assigns the teaching of any course.
2. Prior to the commencement of each instructional period, the DGCE Chair, or designee thereof, shall submit to the Dean all recommendations for the appointment of persons to teach courses that are offered through the department in the Program of Graduate and Continuing Education. ~~Except in an emergency, all such recommendations shall be made only in respect of persons whose names are included in the Continuing Education Pool.~~
3. Upon receipt of the DGCE Chair's recommendation, the Dean shall submit to the Vice President or designee thereof the DGCE Chair's recommendation and his/her comments thereon. ~~The Dean shall determine if individuals recommended to teach courses to be offered online, in whole or in part, be required to participate in training to develop or teach an online course.~~
4. The Vice President or designee shall ~~have final approval authority. In the event the Dean serves as the Vice President's designee, the Dean shall have final approval authority. forward all comments together with the recommendation of the DGCE Chair and the comments of the Dean to the President for final approval.~~
5. Members of the bargaining unit shall be appointed at the appropriate rank in accordance with the minimum standards set forth in the criteria for that rank, but in no case shall a member of the bargaining unit be appointed at a rank lower than the rank he/she holds at a regionally accredited four-year college or university. The Dean's decision concerning the rank at which a member is to be appointed shall be subject to review by the University's Vice President for Academic Affairs upon appeal by the member. The University's decision concerning such rank shall be final and binding, and no such decision shall be subject to arbitration under ~~this~~; or to any other provision of; Article X of this Agreement.

6. The terms and conditions of employment shall be stated in writing and a copy of the Uniform Letter of Appointment (Appendix C) shall be provided to the appointee. Where an appointment has been made and ~~the~~ doing so is otherwise feasible, efforts shall be made to issue letters of appointment at least fourteen (14) days in advance of the commencement of the instructional period; provided only that nothing in this requirement shall be deemed to impair the right of a University to cancel any appointment.
7. The term of every appointment shall be for no more than one (1) instructional period. However, the employment contract may contain a clause ~~which that in its~~ effect ~~permits contracts with~~ the unit member to work during the next instructional period, provided that it shall be subject to cancellation by either party at or before the commencement of such instructional period.
8. As promptly as is possible following the final add/drop date in each instructional period, the University shall transmit to the Chapter President either a copy of each letter of appointment issued for such period, a printout, or a comparable like compilation (electronic or otherwise) on which the equivalent information is recorded with respect to all persons to whom letters of appointment have issued for such period.