ARTICLE 10
APPOINTMENT AND REAPPOINTMENT

10.1 Appointment

1. Credentials - The academic unit shall develop/maintain written standards for the academic degrees and/or professional certifications and/or professional experiences required for appointment as Instructor. These standards may vary depending on Instructor I or Instructor II status, the specific program involved, regional accreditation standards governing the courses to be taught, etc.

2. Academic units shall keep posted on their website current information regarding application for employment consideration (e.g. job descriptions for open positions [if available], required credentials, etc.). This posting shall include a description of what materials must be submitted and to whom they must be submitted.

3. Academic units shall, within twenty (20) working days of receipt of such materials, notify applicants that the materials have been received, will be kept on electronic file for at least twelve (12) months, and that the academic unit will contact the applicant as necessary.

4. An individual may send materials to more than one Academic unit.

5. Acceptance of materials is not an offer of employment.

10.2 Employee Status Designation.

10.2.1. Starting with Fall 2016 appointments, employees will be designated as either an Instructor I or Instructor II.

10.2.1.1. Instructor I - All Employees except those who have been designated as having Instructor II status.

10.2.1.2 Instructor II - Instructor II status is achieved in a specific academic unit. An Employee teaching in multiple academic units can achieve Instructor II status in each academic unit. An Employee with a record of high-quality, effective, and/or innovative instruction may be granted Instructor II status for a maximum period of up to four (4) years. To hold Instructor II status, an Employee must meet the following minimum criteria:

• Have taught at Western for at least four (4) out of the last five (5) contract years, for a minimum of three (3) credits in at least one semester/session each contract year.
• Have received positive ratings on his/her two most recent annual evaluations conducted prior to a Professional Competence evaluation (as described in Article 12).

• Have received a positive recommendation from the dean and chair/director as a result of a “Professional Competence Evaluation” completed within the past four (4) years. (A more complete description of the Professional Competence evaluation may be found in Article 11.6 and 11.7).

• There is a single exception to the above: the academic unit’s Dean, in consultation with the appropriate Chair, may, in exceptional cases, grant Instructor II status to an Employee who does not meet one or more of the above requirements.

10.2.1.3 In the fourth year of holding Instructor II Status, an Employee may seek renewal of Instructor II status for a subsequent period of up to four (4) years by again meeting all the criteria set forth above in Article 10.2.1.2, including requesting and receiving a positive recommendation as a result from a new “Professional Competence Evaluation”.

10.2.2. Phase-out “Continuing Status”. Western will cease granting “continuing status” (See Article 11 in the 2013-2016 WMU-PIO Agreement) to any Employee after August 1, 2017.

All Employees who have been granted “continuing status” as of August 1, 2017 will retain the following rights per the 2013-2016 Agreement through August 28, 2020: (1) Rebuttable presumption of appointment (former Article 11.3), and (2) sixty (60) day notice (former Article 11.4).

10.2.3. Granting Instructor II status.

a. Instructor II status shall be granted to an Employee who has met all the criteria set forth in Article 10.2.1.2, upon written positive recommendation of the Chair/Director and Dean. All the benefits of Instructor II status become active immediately upon the written positive recommendation of the Chair/Director and Dean.

b. As stated in Article 11.7(b.), a “Professional Competence Evaluation” will take the place of the Employee’s Annual Evaluation for the contract year in which the Employee seeks Instructor II status.

c. As part of the initial implementation of Instructor II status during the 2016-2021 Agreement, Employees who have taught for Western in four (4) of the past five (5) successive contract years (a minimum of 3 credits in at least one semester/session each year) prior to Fall, 2017 and who received a positive Annual Evaluation rating for the 2016-2017 contract year may request a Professional Competence Evaluation
to take place during the 2017-2018 academic year. Employees who achieve a positive recommendation as a result of their 2017-2018 Professional Competence Evaluation may be granted Instructor II status at the start of their first appointment in the 2018-2019 contract year.

10.3 Instructor II status benefits

a. Eligible for longer-term appointments (multi-year/multi-semester/academic year), dependent on the Academic Unit’s needs and resources.

i. Multiple-semester (e.g., academic year, calendar year) and/or multiple year appointments have value to both parties. When possible the Employer will offer multiple-semester and/or multiple-year appointments, as determined by academic unit.

ii. If an Employee/Individual is offered and accepts a multiple semester or longer appointment, the appointment level will not be reduced during a subsequent semester/session within the appointment term unless the Employer has “cause” to reduce the level, which must be explained in writing.

b. Will be given priority consideration, to the extent feasible, among Instructors for future teaching assignments in which the Employee has had a record of consistent instructional effectiveness and experience at Western.

i. The feasibility consideration shall not be construed to mean that a chair or director may, on economic grounds only, deny an appointment to an Employee with Instructor II status by appointing an Employee with Instructor I status.

c. Has a rebuttable presumption that the Academic Unit will award him/her a future teaching appointment in the succeeding semester/session, dependent upon the Academic Unit’s needs and resources.

i. The presumption is contingent on continued evidence of instructional effectiveness as evidenced by positive ratings on Annual Evaluations, as well as maintenance of certification/licensures/credentials required by the Academic Unit, regulatory bodies, accreditation associations, etc.

ii. The presumption is rebutted when the Academic Unit determines that an alternate Employee with Instructor II status possesses demonstrably superior qualifications for the instruction involved.

1. In such circumstances the chair/director or designee will provide written notification and explanation to the Employee.
d. Reasonable Notice. No later than sixty (60) calendar days prior to the “effective date” – defined as the first day of the first pay period of each semester/session – Western must provide to all Employees with Instructor II status either: (1) written notice of appointment for one or more classes in the upcoming semester/session; or (2) written notice that the instructor will not be offered an appointment in the upcoming semester/session or, if applicable, in the foreseeable future.

i. The Academic Unit is encouraged to offer a similar teaching load in future appointments to Employees with Instructor II status (unless the Employee requests a lighter teaching load), dependent upon Academic unit needs and resources. Should there be a need to increase or decrease the teaching load offered to the Employee in a subsequent appointment, a written explanation will be provided when Reasonable Notice is sent.

10.4 Reappointment.

An Employee receiving an annual evaluation rating of “Meets/Exceeds Expectations”, or who has received a positive recommendation as a result of a Professional Competence evaluation may be reappointed/continue in their current appointment during the following contract year.

As stated in Article 11.7(h), an Employee who receives a “Negative” recommendation as a result of a Professional Competence evaluation will be eligible for future appointments as an Instructor I, and will retain the full rights and responsibilities accorded to that status, as delineated in this Agreement.