

ARTICLE __ Appointment Security

SECTION __.1 – Overview

Employees enrolled in a doctoral program shall be provided funding provisions during every fall, spring, and summer semester as long as they are enrolled in their degree program and they remain in good academic standing.

Employees enrolled in a master's program shall be provided with funding provisions, including through appointments, only when guaranteed in their offer of admission letter.

Funding for Employees may come from a variety of sources, including assistantships, fellowships or external funding.

An Employee must be notified with thirty (30) or more days in advance if they are at risk of losing their **enrollment status, and therefore their** appointment on the basis of unpaid financial obligations of administrative fees, except tuition consistent with the University's existing practices.

Transitional Funding: The term “transitional funding” as used in this Article is defined as funding from the graduate school, college or relevant department provided on a temporary basis between regular funding provisions.

While receiving transitional funding, the Employee will not experience any loss of pay or benefits and shall retain the rights, protections, and benefits afforded by this Agreement provided that they continue to remain a member of the bargaining unit as defined in Article [X] Recognition while receiving transitional funding.

Enrolled Employees with transitional funding will retain all applicable rights and responsibilities of any other enrolled student, including access to on-campus housing.

Consistent with the terms specified below, the University will provide transitional funding for Employees in good academic standing who seek to change their special committee chair, whose chair resigns or is no longer able to serve, or who are involuntarily terminated through no fault of their own.

SECTION __.2 – Transitional Funding Related to Interruptions in Planned Funding

Employees have a right to transitional funding if their planned appointment is unavailable.

If there is an interruption in planned funding, including but not limited to appointment

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cancellation, the University will make reasonable efforts to reassign the Employee to an alternative appointment that has not been assigned to another individual. If no other appointment can be made, the Employee shall be guaranteed transitional funding for the remainder of the original appointment period, or until a new appointment is available, whichever happens first.

Notice of Interruption in Planned Funding:

- A. If an interruption in planned funding occurs before the term begins, the University will use best efforts to notify the Employee at least fourteen (14) working days in advance of the start date. Where such advance notice is not possible, the University will provide the Employee with as much notice as is practicable under the circumstances.
- B. If an interruption in planned funding occurs during the appointment period as specified in the Appointment Letter (Article X Appointment Notification), the University will use best efforts to give the Employee a minimum of 31 working days' notice, when possible. Where such advance notice is not possible, the University will provide the Employee with as much notice as is practicable under the circumstances.

SECTION __.3 – Transitional Funding Related for Employees Seeking a Special Committee Chair Change

Employees in good academic standing seeking to change their special committee chair must adhere to the following timelines.

~~If such a change requires a different source of funding, the bargaining unit member has a right to request transitional funding as described below.~~

Eligible Employees may seek transitional funding for a special committee chair change *before* the date the A or M exam is scheduled. Between the date the A or M exam is scheduled and the date the A or M exam results are finalized is no changes in committee membership are permitted by the graduate school.

If an Employee is awarded a conditional pass, no changes in committee membership are permitted until or unless the conditions have been successfully met and the exam is passed.

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Between a successfully passed A exam and the date the B exam is scheduled, eligible Employees may petition to change their special committee chair and seek transitional funding consistent with the timeline set forth in Section 6 below. Change of the special committee chair is not permitted beyond the date the B exam is scheduled.

SECTION __.4 – Eligibility for Transitional Funding

An Employee remains eligible to receive transitional funding unless their good academic standing has been lost due to one or more of the following:

A. Loss of Good Academic Standing Based on Exam or other “Milestone” Outcomes

Employees who fail to pass a required academic exam or milestone by the published deadline and ~~have~~ not ~~successfully received~~ an extension are not in good academic standing and therefore ineligible for transitional funding. Exams include, but are not limited to, Q, A, M, B examinations or any other published evaluation related to the student’s degree requirements and carried out by the Special Committee, DGS, or field faculty.

B. Loss of Good Academic Standing Based on Failure to Make Satisfactory Academic Progress

Employees who have been properly informed in writing that they are not making acceptable academic progress may lose their good academic standing for the purposes of transitional funding eligibility, provided that the established procedures set forth in Section 5 below have been followed. Notification to the Employee may be made using the Student Progress Review (“SPR”) or by written communication.

SECTION __.5 – Procedure for Loss of Good Academic Standing – Failure to Make Satisfactory Academic Progress

Academic evaluations shall be conducted fairly and equitably. Academic evaluations shall be holistic and are subject to approved accommodations as laid out in ARTICLE X

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Accommodations.

For the purposes of transitional funding eligibility, Employees retain transitional funding eligibility unless the following conditions have been met:

Where it appears reasonably likely that an Employee may lose good academic standing for failure to make satisfactory academic progress such findings shall be clearly documented and provided to the Employee with their SPR or other written communication. Documentation must include an explanation for the findings and shall be reviewed by the Employee's full Special Committee. Notice shall be provided to the Employee as soon as possible.

In cases where an Employee has not yet formed a full Special Committee, both the DGS and the Special Committee Chair shall act in the place of the full committee.

If an Employee receives an SPR assessment of "unsatisfactory" or "needs improvement", or any other written evaluation that could lead to the Employee losing their good academic standing, the following steps should be taken:

- I. As soon as possible after notification, the Employee must receive explicit, written, and reasonable expectations that, if fulfilled, would return them to good academic standing. A reasonable timeline to fulfil the expectations will be defined.
- II. The expectations, timelines, and accompanying documentation must be shared with the full Special Committee.
- III. The expectations and timelines can be reasonably adjusted upon agreement of the full Special Committee and the Employee.
- IV. The Employee shall be entitled to monthly check-ins with their Special Committee Chair during the established timeline.
- V. For an Employee to lose good academic standing at the conclusion of the process, the Special Committee Chair must provide a written rationale for the decision with clear reference to the previously agreed upon expectations and timelines. This rationale must be acknowledged by members of the Special Committee in writing. Notice of academic standing status change shall be provided to the Employee within ten (10) working days of a ~~unanimous~~ decision ~~by the full Special Committee in writing.~~

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~~VI.~~ If the process outlined above will lead to termination of an appointment, ~~the Employee due to there being no path to degree completion,~~ the Employee will continue to receive pay and benefits ~~provided by this contract~~ for the duration of the semester in which the notice of academic standing status change took place.

Employees will retain their existing appointment and / or retain eligibility for a future appointment from the time of the initial notification under this section until the agreed upon timeline is completed. Final decisions regarding academic standing shall not be determined until the timeline established above process has been completed.

After an Employee has lost good academic standing at the conclusion of this process, their Special Committee Chair, Special Committee Members, and/or DGS shall meet with the Employee and a Union representative (if so requested by the Employee) to discuss the potential impact on the terms and conditions of their appointment.

SECTION __.6 – Duration of Transitional Funding

Transitional funding shall be provided:

- A. through the end of the semester in which the Employee seeks to change their special committee chair or has been involuntarily terminated if the change or termination occurs before the end of the fifth week of the semester; or
- B. through the end of the semester following the semester in which the Employee seeks to change special committee chair or has been involuntarily terminated if the change or termination occurs after the end of the fifth week of the semester.

SECTION __.7 – Degree Milestone Exams

In order to remove funding eligibility, the following procedure must be observed. If a Special Committee assigns a conditional pass or fail with re-examination, the Employee must receive explicit, written, and reasonable conditions that, if fulfilled, would result in a pass. A reasonable timeline to complete the conditions will be defined. The Special Committee will provide a written evaluation of the work submitted by the Employee with

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clear reference to the previously agreed upon conditions and timelines. The Employee will receive the written evaluation in a timely manner following their submission.

If the Employee receives a fail with no re-examination on their Q-, A-, M, B-, or other examination described above, the Employee retains the right to appeal. *Once an Employee identifies that the procedure is violated, the Employee must submit an appeal in a timely manner.* Such appeals shall be decided consistent with published University and graduate field procedures. Appeals are generally considered on a procedural basis, rather than for academic reassessment. *The Employee will retain their funding while their appeal on procedural grounds is pending.*

If an Employee declines to appeal the result of a fail with no re-examination or if their appeal is denied, they will continue to receive pay and benefits provided by this contract for the duration of the semester in which the exam took place.

If an Employee's exam result is overturned ~~on appeal, the exam is cancelled and~~ the Employee is returned to good academic standing ~~for the purposes of funding eligibility.~~

SECTION __.8 – Appointment Changes Related to Immigration Issues

If an Employee is unable to complete an accepted appointment because they are prevented from entering or reentering the United States and/or traveling to their place of work due to a visa processing delay or other documentation issue, the University will make reasonable efforts to arrange for the Employee to perform their appointment duties remotely to the extent permitted by law in both the United States and the other respective country and by relevant funding sources. If an Employee is permitted to work remotely, In these cases, the Employee shall receive no loss of pay or benefits consistent with their appointment letter.

To the extent that any transitional funding is provided under this Section, it will only be for the remainder of the appointment for that semester.

NOTE: The Union has not accepted the following language but are still considering alternative proposals

Nothing in this provision shall be subject to the grievance and arbitration provision of this Agreement where it relates to the appropriateness or the content of the underlying academic decision making.

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