

**RECOMMENDATION AND CONTRACT FOR
PART-TIME LECTURER APPOINTMENT**

Employee Name: «Name»	Date: 2/20/2019
Highest Degree Earned: «Degree»	Status: «Status»
College/University: «School»	Hire Date: «Hire_Date»
Discipline: «Discipline»	Classification: «Payroll_code»
Date Earned: «Date_Earned»	Term: «Term» «Session»
Period of Appointment: «Start_date» to «End_date»	Empl ID: «ID»
Dept: «Dept»	

Payment(s) shall be made as per published schedule.

This Contract for a part-time faculty appointment is made February 20, 2019 by and between Chapman University, a California non-profit public benefit corporation, ("the University"), and «Name», an individual ("Faculty Member"). The parties agree as follows:

1. **Employment:** The University hereby employs Faculty Member and Faculty Member accepts a position as: «Position»

Teaching in the Department of «Dept»	In the «School»
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2. **Conditions of Employment:** Faculty Member's employment is conditioned upon:

- a. **Presentation of Documentation of Right to Work:** within three working days of the hire date, present documentation of Faculty Member's right to work in the United States, in accordance with the Immigration Reform and Control Act of 1986, as amended. The failure of Faculty Member to produce documentation required to complete USCIS Form I-9 within this time period shall result in the automatic termination of Faculty Member's employment, without any further obligation of the University;
- b. **Verification of Credentials:** successful verification of all academic credentials presented for employment;
- c. **Completion of Faculty Employment Application:** completion of a faculty application for employment which includes, but is not limited to, disclosures of any debarment or pending debarment actions;
- d. **Background Check:** successful completion and outcome of a background check;
- e. **Orientation:** ALL new Lecturers MUST attend a Lecturer faculty orientation. This meeting will be called by the Office of the Provost prior to the start of the semester; and
- f. **Online Harassment and Discrimination training:** new faculty members must complete this training within the first week following the beginning of classes and every two years after first participating in this training.

3. **Class Assignment:** Faculty Member agrees to serve the University in the capacity specified above by teaching:

Course No.	Course Name	Hours of Classes	Class Days	Crs Type	Met h	Student Cred	%	Fac Load	Compen sation
«Course»	«Course_Desc»	«Hours»	«Days»	«Cou rse_Type»	«Ins tr»	«St_Cre d»	«Pe rcen tage»	«Load »	«Stipen d»
«M_2nd_Cours e»	«M_2nd_Course_Desc»	«M_2nd_Hours»	«M_2nd_Days»	«M_2nd_Cour se_Type»	«M_2n d_I nstr »	«M_2nd_St_cre d»	«M_2n d_P erce ntag e»	«M_2 nd_Lo ad»	«M_2nd _Stipen d»
«M_3rd_Cours e»	«M_3rd_Course_Desc»	«M_3rd_Hours»	«M_3rd_Days»	«M_3rd_Cour se_Type»	«M_3r d_I nstr »	«M_3rd_St_cre d»	«M_3r d_P erce ntag e»	«M_3 rd_Lo ad»	«M_3rd _Stipen d»

«M_4th_Course»	«M_4th_Course_Desc»	«M_4th_Hours»	«M_4th_Days»	«M_4th_Course_Type»	«M_4th_Instr»	«M_4th_St_cred»	«M_4th_Percentage»	«M_4th_h_Load»	«M_4th_Stipend»
«M_5th_Course»	«M_5th_Course_Desc»	«M_5th_Hours»	«M_5th_Days»	«M_5th_Course_Type»	«M_5th_Instr»	«M_5th_St_cred»	«M_5th_Percentage»	«M_5th_h_Load»	«M_5th_Stipend»
«M_6th_Course»	«M_6th_Course_Desc»	«M_6th_Hours»	«M_6th_Days»	«M_6th_Course_Type»	«M_6th_Instr»	«M_6th_St_cred»	«M_6th_Percentage»	«M_6th_h_Load»	«M_6th_Stipend»

4. **Compensation:** The University shall pay Faculty Member compensation amounts as list above for each course and Faculty Member shall receive a total amount of compensation for all courses above not to exceed: «total_Stipend» (dollars and no/100). These amounts are contingent upon a minimum enrollment of ten (10) students in each class taught during fall and spring and interterm, seven (7) in summer. Should enrollment fall below ten (10) students in each class taught during fall and spring and interterm, seven (7) in summer, salary will be prorated accordingly, subject to section 5 below.
5. **Cancellation Payment:** If a course is cancelled and contract is terminated within the two weeks before the start of the term or within two weeks after the start of the term the Faculty Member will receive a one-time Cancellation Payment of twenty percent of the total compensation for each course up to \$1000.00.
6. **Termination:** This Contract will expire on «End_date». Termination prior to this can, however, be effected by the University at any time with or without cause or notice. Upon such termination, except for Cancellation Payment or salary earned to the date upon which termination becomes effective, or as otherwise specifically provided in this Contract, the parties shall be fully and finally released from all further obligations hereunder. Moreover, Faculty Member acknowledges that even if teaching currently or having taught a class or classes in the past, Faculty Member has no right, expectation, or promise to teach at Chapman beyond the period of time specified in this Contract. Chapman University is under no obligation to renew this contract or to contract with Faculty Member to teach in the future.
7. **University Policies:** Faculty Member’s employment is governed by the *Lecturer Handbook, as amended* from time to time, and Faculty Member agrees to conform to and abide by the Lecturer Handbook and all University policies. In the event of any conflict between the *Lecturer Handbook, as amended*, and other University policies, the University policies shall govern. Faculty Member understands that the Chapman University *Faculty Manual, as amended*, does not govern Lecturer appointments.
8. **Hours of Work:** Faculty Member shall be regularly available on campus in proportion to the percentage of time for which he or she is employed for teaching. In order to fulfill Faculty Member’s obligations, it is anticipated that Faculty Member shall work no more than sixteen to eighteen hours per week. Faculty Member and the University agree that it is not intended by either party that Faculty Member devote more than 8 hours per day or more than 18 hours per week to his/her position as described in this Agreement. Faculty Member agrees not to work more than 8 hours in a workday or more than 40 hours in a workweek (Sunday – Saturday) unless he/she (a) obtains prior, written approval to do so from his/her Dean or Provost, and (b) reports to his/her Dean the number of hours worked during any day or workweek in which Faculty Member works more than 8 or 40 hours, respectively.
9. **Reappointment and Renewal:** The University is under no obligation to renew or reappoint Faculty Member. No obligation to renew or reappoint Faculty Member may be implied from the conduct of the parties or oral statements of any kind. The University is not required to provide a statement of reasons for non-reappointment. The University's decision to provide a statement explaining a non-reappointment decision does not mean that any reason or cause is required for non-reappointment.
10. **Non-Tenured Position:** Faculty Member expressly acknowledges and agrees that employment on a part-time basis pursuant to this Contract provides no rights or expectations for achieving a tenured position with the University during the term of this Contract. Faculty Member understands and acknowledges that Chapman University has not adopted *de facto tenure*. Faculty who are awarded successive non-tenure track contracts will not be considered to have achieved *de facto* tenure or any other right to continued employment beyond the ending date of this contract. In addition, Faculty Member agrees to waive the right to use any time employed under this Contract in any claim to tenure based on the 1940 Statement of the American Association of University Professors regarding length of service at the University.

11. **Arbitration:**

IMPORTANT: INCLUDES WAIVER OF RIGHTS TO CIVIL TRIAL

Faculty Member and the University agree that, to the fullest extent permitted by law, (a) any claim or dispute of any kind arising out of this contract or Faculty Member’s employment with the University will be resolved exclusively by binding arbitration (b) to dismiss any civil action brought by that party in contravention of this agreement to arbitrate and (c) this provision operates as a waiver to civil trial by jury of all such claims. Such arbitration will be heard by a single neutral arbitrator in Orange County, California. The arbitration shall be conducted by JAMS/Endispute. Except as provided herein, the arbitration proceedings shall be conducted in accordance with JAMS/Endispute’s rules applicable to employment disputes, which can be found online at <http://www.jamsadr.com/rules-employment-arbitration/>, and which shall be provided by the University in hard copy at Faculty Member’s request. The party filing the arbitration demand shall contribute to the cost of initiating arbitration an amount equivalent to the fee required for filing a civil complaint in the Superior Court for the county in which Faculty Member provides the services subject of this Contract, and the University shall pay all other costs and fees related to the arbitration. The parties shall be entitled to conduct reasonable discovery in connection with the arbitration. The arbitrator shall entertain demurrers and motions for summary judgment or summary adjudication in accordance with the California Code of Civil Procedure. Each party shall bear its own attorneys’ fees related to the arbitration proceeding, except that attorneys’ fees shall be recoverable by either side in accordance with the statutes applicable (if any) to the claims or defenses raised in arbitration. Neither Faculty Member nor the University shall be entitled to join or consolidate in arbitration any claim by or against other current or former University employees, nor bring in arbitration any claim as a representative or member of a class, and the arbitrator shall not be authorized to preside over any class, collective or representative claims. The parties agree that this arbitration provision shall be interpreted as broadly as permitted under applicable law and includes, but is not limited to common law claims for fraud, breach of contract, wrongful termination, and defamation, as well as statutory claims for discrimination, harassment, wages and hours, and other compensation issues. The parties also agree that any dispute regarding the arbitrability of any dispute, claim, or controversy shall be resolved by the arbitrator. In the event that any provision of this paragraph shall be found to be unenforceable, that provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.

Initials: _____(Faculty Member)

- 12. **Parking:** If Faculty Member drives a vehicle to work, Faculty Member must park in a campus parking lot and Faculty Member will be required to purchase an annual parking permit. Permits may be obtained on campus by contacting the Department of Public Safety.
- 13. **Entire Agreement:** This Contract contains the entire agreement between the parties on the subjects addressed in this Contract and replaces any other prior agreements between the parties. This Contract supersedes any and all prior agreements, understandings, negotiations or discussions, either oral or in writing, expressed or implied. The parties have not executed this Contract in reliance on any representations, inducements, promises or agreements other than those expressly contained in this Contract. This Contract may be modified only by an agreement in writing signed by Faculty Member and the Provost.
- 14. **Governing Law and Venue:** This Contract shall in all respects be interpreted, enforced, and governed exclusively by and under the laws of the State of California. Venue for any action to enforce the terms and conditions of this Contract shall be Orange County, California.
- 15. **Counterparts:** This Contract shall be binding upon the parties hereto, their successors and assigns, upon execution of both parties. This Contract may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Contract via fax or electronic mail transmission. A true and correct copy of the Contract, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

I have read this Contract and agree to the contents herein.

Dept. Chair: _____ **Date:** _____ **Faculty Member:** _____ **Date:** _____

Dean: _____ **Date:** _____ **Provost:** _____ **Date:** _____

(This document is not a valid contract until all signatures are obtained)

Distribution: 1. Office of the Provost (original)

2. Faculty Member