

Review of a Faculty Member's Sick Leave

**Nashville State Technical Institute
and
Columbia State Community College**

May 1998

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May 28, 1998

The Honorable Don Sundquist, Governor
and
Members of the General Assembly
State Capitol
Nashville, Tennessee 37243
and

Mr. George H. Van Allen, President
Nashville State Technical Institute
120 White Bridge Road
Nashville, Tennessee 37209
and

Ms. O. Rebecca Hawkins, President
Columbia State Community College
P.O. Box 1315
Columbia, Tennessee 38402

Ladies and Gentlemen:

Transmitted herewith is a special report on our review of the use of sick leave during the 1997 Fall Semester by Dr. William Jackson Kelton, an associate professor in the English and Social Sciences Department at Nashville State Technical Institute (hereinafter referred to as Nashville State Tech). Our review determined that for the 1997 Fall Semester, while on sick leave status at Nashville State Tech, Dr. Kelton worked as an adjunct faculty member for Columbia State Community College (hereinafter referred to as Columbia State). Dr. Kelton received \$4,966.38 in salary payments from Nashville State Tech while on sick leave status, although he was working for Columbia State.

According to Dr. Kelton's file, he requested an indefinite medical leave in mid-August 1997 based on his physician's letter, dated August 18, 1997, and Nashville State Tech informed Dr. Kelton by letter dated August 20, 1997, that he had been approved for the indefinite medical leave he had requested. Through a "Certification of Physician or Practitioner," an official Tennessee Board of Regents form, Dr. Kelton and his physician represented to Nashville State Tech that he was not able to perform the functions of his position or any other kind of work. This form was signed by Dr. Kelton's physician on August 18, 1997, and by Dr. Kelton on August 25, 1997. On August 29, 1997, Dr. Kelton requested that his sick leave begin August 19, 1997; his Nashville State Tech sick leave records reflect that his sick leave began on that date.

However, our review disclosed that Dr. Kelton signed a "Notice of Employment of Adjunct Faculty" with Columbia State on September 4, 1997. That contract reflected Dr. Kelton's appointment as an adjunct faculty member in the Arts and Sciences Division for the 1997 Fall Semester to teach three courses totaling nine credit hours, effective August 25, 1997. The three courses were two sections of English 101 (Composition) and one section of English 212 (Introduction to Literature). According to the director of the Williamson County Center, Columbia State, Dr. Kelton's courses met during the 1997 Fall Semester. Moreover, Dr. Kelton signed the final grade report for each class. Columbia State paid Dr. Kelton a total of \$3,555.00 for his teaching activities.

Dr. Kelton represented to Nashville State Tech that he was sick and not able to work, when in fact he was working for Columbia State and did not qualify for sick leave. Therefore, presently available information shows that Dr. Kelton received a benefit (sick leave) not authorized by law because of his misrepresentation. Moreover, by teaching for Columbia State, Dr. Kelton demonstrated that he was capable of working and thus should have fulfilled his obligations at Nashville State Tech to teach five courses totaling 15 credit hours during the 1997 Fall Semester. Because Dr. Kelton claimed sick leave status for that semester, Nashville State Tech had to hire four additional adjunct faculty to teach his courses. Although a determination of any criminal charges would be left up to the District Attorney General, information presently available shows that Dr. Kelton may have violated the statutory provisions relating to theft of property, destruction of and tampering with governmental records, and official misconduct.

The auditors met with Dr. Kelton and his legal counsel in the offices of the Division of State Audit on November 7, 1997. At that time, on advice of his attorney, Dr. Kelton stated that he would make no statement. Thus, he declined to provide representatives of this office any information or explanation for his actions. However, Dr. Kelton later submitted a letter written by his doctor further explaining the doctor's original conclusion that Dr. Kelton would be unable to perform his duties at work. On November 25, 1997, our office submitted information regarding this matter to the Office of the State Attorney General and the Office of the District Attorney General, Twentieth Judicial District (Davidson County).

According to Nashville State Tech records, Dr. Kelton declined to resign or retire; instead, he returned to full-time employment at that institution on January 13, 1998. He was assigned administrative and teaching responsibilities for the 1998 Spring Semester.

During our review, we discovered an additional matter concerning noncompliance with Columbia State's internal control procedures and practices for confirming the employment status of prospective adjunct faculty members. Those procedures direct the individual placing an applicant into an adjunct faculty position to ask about the applicant's employment history and to notify the college's Human Resources Department if a dual-service contract is needed. However,

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Mr. Ralph Walker, the Williamson County Site Director for Columbia State, did not specifically ask Dr. Kelton what his employment status was and did not review Dr. Kelton's file on the college's Adjunct Faculty computer system. That file clearly stated that Dr. Kelton was a full-time employee at Nashville State Tech.

Because Dr. Kelton was a full-time Nashville State Tech employee, he should have been employed through a dual-service contract between Nashville State Tech and Columbia State and should have been subject to Tennessee Board of Regent policies pertaining to extra compensation and outside employment. Mr. Walker's failure to exercise due diligence enabled these policies to be circumvented.

As of May 28, 1998, the matter of Dr. Kelton's use of sick leave and circumvention of board policies was under review by the District Attorney General's office and Nashville State Tech.

Very truly yours,

W. R. Snodgrass
Comptroller of the Treasury

WRS/wks

Audit Highlights

Comptroller of the Treasury

Division of State Audit

Special Report

Review of a Faculty Member's Sick Leave

Nashville State Technical Institute and Columbia State Community College

May 1998

REVIEW OBJECTIVES

The objectives of our review were to determine whether Dr. William Jackson Kelton was employed at Columbia State Community College while on sick leave status at Nashville State Technical Institute; to determine whether Columbia State Community College completed the appropriate dual-service contract when Dr. Kelton was hired as an adjunct faculty member; to refer our findings to Nashville State Technical Institute and Columbia State Community College; and to refer the results of our review to the Office of the State Attorney General and the District Attorney General, Twentieth Judicial District (Davidson County).

RESULTS OF THE REVIEW

Our review substantiated that for the 1997 Fall Semester Dr. Kelton worked for Columbia State Community College (Columbia State) as an adjunct faculty member while on sick leave status at Nashville State Technical Institute (Nashville State Tech). Dr. Kelton received \$4,966.38 in salary payments from Nashville State Tech while on sick leave status, although he was in fact employed by Columbia State.

Available information shows that Dr. Kelton may have violated the statutory provisions relating to theft of property, destruction of and tampering with governmental records, and official misconduct. On November 25, 1997, our office submitted information regarding this matter to the Office of the State Attorney General and the Office of the District Attorney General, Twentieth Judicial District (Davidson County). As of May 28, 1998, the matter of Dr. Kelton's use of sick leave and circumvention of Tennessee Board of Regents policies was under review by the District Attorney General's office and Nashville State Tech.

We further determined that Dr. Kelton worked for Columbia State during the 1997 Fall Semester pursuant to a regular adjunct faculty contract and not the required dual-service contract. Because Dr. Kelton was a full-time Nashville State Tech employee, his employment by Columbia State

should have been pursuant to a dual-service contract between Nashville State Tech and Columbia State and should have been subject to Tennessee Board of Regent policies pertaining to extra compensation and outside employment. It appears that Mr. Ralph Walker, the Williamson County Site Director for Columbia State, did not follow the college's procedures and practices related to confirming the employment status of adjunct faculty hires and ensuring appropriate dual-service contracts were prepared and authorized.

"Audit Highlights" is a summary of the audit report. To obtain the complete audit report which contains all findings, recommendations, and management comments, please contact

Comptroller of the Treasury, Division of State Audit
1500 James K. Polk Building, Nashville, TN 37243-0264
(615) 741-3697

Review of a Faculty Member's Sick Leave
Nashville State Technical Institute and Columbia State Community College
May 1998

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Review of a Faculty Member's Sick Leave
Nashville State Technical Institute and Columbia State Community College
April 1998

INTRODUCTION

ORIGIN OF THE REVIEW

In mid-October 1997, staff at Nashville State Technical Institute received information that Dr. William Jackson Kelton, a full-time faculty member who was an associate professor in the English and Social Sciences Department at Nashville State Tech and who was on sick leave status for the 1997 Fall Semester, was also employed as an adjunct faculty member by Columbia State Community College for the 1997 Fall Semester. The Division of State Audit was notified on October 23, 1997, of Dr. Kelton's possible abuse of sick leave. (Nashville State Technical Institute will hereinafter be referred to as Nashville State Tech and Columbia State Community College will hereinafter be referred to as Columbia State.)

OBJECTIVES OF THE REVIEW

The objectives of our review were

1. to determine whether Dr. Kelton was employed at Columbia State while on sick leave status at Nashville State Tech;
2. to determine whether Columbia State completed the appropriate dual-service contract when Dr. Kelton was hired as an adjunct faculty member;
3. to refer our findings to Nashville State Tech and Columbia State; and
4. to refer the results of our review to the Office of the State Attorney General and the District Attorney General, Twentieth Judicial District (Davidson County).

SCOPE OF THE REVIEW

Division of State Audit staff, in conjunction with the internal auditors at Nashville State Tech and Columbia State, reviewed the relevant employment, sick leave, payroll, and adjunct faculty contract documentation and conducted interviews with relevant staff at Nashville State Tech and Columbia State. As noted in the "Details of the Review" section of this report, although provided the opportunity, Dr. Kelton declined to provide representatives of this office any information or explanation for his actions. However, Dr. Kelton later submitted a letter

written by his doctor further explaining the doctor's original conclusion that Dr. Kelton would be unable to perform his duties at work

DETAILS OF THE REVIEW

DR. KELTON'S EMPLOYMENT STATUS WITH NASHVILLE STATE TECH

According to Dr. Kelton's Nashville State Tech personnel file, he was hired by Nashville State Tech as an assistant professor in the English Department on January 1, 1981. Dr. Kelton's current job title is associate professor in the English and Social Sciences Department, Nashville State Tech. As an associate professor, Dr. Kelton is a full-time tenured faculty member.

DR. KELTON'S SICK LEAVE STATUS AT NASHVILLE STATE TECH

According to our review of Dr. Kelton's file, he requested indefinite medical leave in mid-August 1997 based on his physician's letter, dated August 18, 1997, and Nashville State Tech informed Dr. Kelton by letter dated August 20, 1997, that he had been approved for the indefinite medical leave he had requested. Also in August 1997, through a "Certification of Physician or Practitioner," an official Tennessee Board of Regents form, Dr. Kelton and his physician represented to Nashville State Tech that he was not able to perform the functions of his position or any other kind of work. This form was signed by Dr. Kelton's physician on August 18, 1997, and by Dr. Kelton on August 25, 1997.

On a "Request for Family and Medical Leave," an official Tennessee Board of Regents form, Dr. Kelton requested that his sick leave begin August 19, 1997. This form was signed by Dr. Kelton on August 29, 1997. According to his Nashville State Tech sick leave records, Dr. Kelton's sick leave commenced on August 19, 1997. For the pay periods August 16, 1997, through October 15, 1997, he received from Nashville State Tech four paychecks totaling \$4,968.02 (net amount) and negotiated these checks. Dr. Kelton was on sick leave status 67.5 hours in August, 157.5 hours in September, and 172.5 hours in October.

Once Nashville State Tech staff determined that Dr. Kelton was also employed by Columbia State, Nashville State Tech's President, Dr. George Van Allen, suspended further payments to Dr. Kelton. Dr. Van Allen informed Dr. Kelton by letter dated October 28, 1997, that Nashville State Tech would not be releasing additional paychecks to him. Nashville State Tech is currently holding Dr. Kelton's paychecks totaling \$7,424.85 for the period October 16, 1997, through January 15, 1998.

On October 23, 1997, according to Dr. Van Allen, he spoke with Dr. Kelton by telephone. According to Dr. Van Allen's typed and signed notes of that conversation, Dr. Van Allen informed Dr. Kelton that he (Dr. Van Allen) had Dr. Kelton's Columbia State contract in front of

him and asked Dr. Kelton for an explanation. Dr. Van Allen's notes record that Dr. Kelton stated that he saw nothing wrong with his working for Columbia State. Regarding the fact that he was on medical leave and collecting a salary from Nashville State Tech while he was working for Columbia State, Dr. Kelton responded to Dr. Van Allen by saying that his leave was not based on his inability to work, but on his inability to work in the environment at Nashville State Tech. It should be noted that this explanation is not included on either of the documents Dr. Kelton submitted to Nashville State Tech to justify his receiving indefinite sick leave status. Later, Dr. Kelton submitted a letter written by his doctor further explaining the doctor's original conclusion that Dr. Kelton would be unable to perform his duties at work.

DR. KELTON'S EMPLOYMENT BY COLUMBIA STATE

The documents we reviewed at Columbia State disclosed that Dr. Kelton signed a "Notice of Employment of Adjunct Faculty" on September 4, 1997. That notice confirmed Dr. Kelton's appointment as an adjunct faculty member in the Arts and Sciences Division for the 1997 Fall Semester to teach three courses totaling nine credit hours at a salary of \$395 per credit hour, effective August 25, 1997. The three courses were two sections of English 101 (Composition) and one section of English 212 (Introduction to Literature).

Item 2 of the "Notice of Employment" stated that Dr. Kelton's salary would accrue and be payable \$1,777.50 on October 31, 1997, and \$1,777.50 on December 18, 1997. Item 7 stated that classes would begin on August 25, 1997, and would end on December 18, 1997. It should be noted that Dr. Kelton was scheduled to begin teaching for Columbia State on August 25, 1997, the same day he signed the form stating that he was not able to perform the functions of his position at Nashville State Tech or any other kind of work.

Dr. Kelton signed the Class Roll Audit Form for all three classes for the 1997 Fall Semester. According to Mr. Ralph Walker, Director, Williamson County Center, Columbia State, Dr. Kelton's three classes met during the 1997 Fall Semester. Moreover, Dr. Kelton signed the final grade report for each class.

Because of the questions regarding Dr. Kelton's proper status at Nashville State Tech, Columbia State's President, Dr. O. Rebecca Hawkins, informed Dr. Kelton by letter dated October 31, 1997, that Columbia State intended to withhold his second payroll payment in the amount of \$1,777.50, until such time as the employment matter had been cleared at Nashville State Tech. At the same time, Columbia State released Dr. Kelton's first payroll payment to him. Columbia State subsequently issued Dr. Kelton his second payroll payment.

DR. KELTON'S USE OF SICK LEAVE

Dr. Kelton represented to Nashville State Tech that he was sick and not able to work, when in fact he was working for Columbia State, and did not qualify for sick leave. Therefore, available information shows that Dr. Kelton received a benefit (sick leave) not authorized by law

because of his misrepresentation. By teaching for Columbia State, Dr. Kelton demonstrated that he was capable of working and thus should have fulfilled his obligations at Nashville State Tech to teach five courses totaling 15 credit hours during the 1997 Fall Semester. Because Dr. Kelton claimed sick leave status for that semester, Nashville State Tech had to hire four additional adjunct faculty to teach his five courses. Although a determination of any criminal charges would be left up to the District Attorney General, information presently available shows that Dr. Kelton violated the statutory provisions relating to theft of property, destruction of and tampering with governmental records, and official misconduct.

The auditors met with Dr. Kelton and his legal counsel in the offices of the Division of State Audit on November 7, 1997. At that time, on the advice of his attorney, Dr. Kelton stated that he would make no statement. Thus, he declined to provide any information or explanation for his actions. On November 25, 1997, our office submitted information regarding this matter to the Office of the State Attorney General and the Office of the District Attorney General, Twentieth Judicial District (Davidson County).

According to Nashville State Tech records, Dr. Kelton declined to resign or retire; instead, he returned to full-time employment at that institution on January 13, 1998. He was assigned administrative and teaching responsibilities for the 1998 Spring Semester.

COLUMBIA STATE'S INTERNAL CONTROL PROCEDURES REGARDING DUAL-SERVICE CONTRACTS

During our review, we discovered an additional matter concerning noncompliance with Columbia State's internal control procedures and practices for confirming the employment status of prospective adjunct faculty members.

We interviewed the Dean of Arts and Sciences, the Coordinator of the Evening Program, the Director of Human Resources, the Williamson County Site Coordinator, and other relevant staff to obtain an understanding of the internal control procedures pertaining to the hiring of adjunct faculty. We also reviewed the written adjunct faculty hiring procedures. Based on our interviews and review of relevant documents, we found that the internal control procedures related to the hiring of adjunct faculty were as follows:

The dean of each department is responsible for reviewing the applicant's file to ensure that the person is eligible to teach in an adjunct faculty position. The Coordinator of the Evening Program, or the program's secretary, enters the applicant's personal data on the Adjunct Faculty computer database that is available for viewing by all deans, department chairs, site coordinators, and their support staff.

If the adjunct faculty position being filled is located on the main campus, the dean of the department is responsible for hiring the adjunct faculty member for that department and also for completing the regular adjunct faculty contract. If the adjunct position is located at an off-campus

site, the site coordinator is responsible for hiring the adjunct faculty member and completing the regular adjunct contract.

A list of eligible adjunct faculty applicants is maintained on the Adjunct Faculty computer database, as well as information on whether the applicant is currently employed at another state agency. The individual placing the applicant into the adjunct faculty position is responsible for inquiring about the applicant's employment history and for notifying the college's Human Resources Department if a dual-service contract is needed. A dual-service contract is specifically required whenever an adjunct faculty member with Columbia State is also employed by another Tennessee Board of Regents institution.

Although Human Resources staff have the responsibility of completing dual-service contracts, they must be notified of the need for such a contract by the individual placing the applicant in the adjunct faculty position.

MR. WALKER'S FAILURE TO FOLLOW INTERNAL CONTROL PROCEDURES

Based on the interviews the auditors conducted with Columbia State personnel, Mr. Ralph Walker, the Williamson County Site Coordinator for Columbia State, was responsible for hiring Dr. Kelton for an adjunct faculty position for the 1997 Fall Semester. Mr. Walker placed Dr. Kelton on a regular adjunct faculty contract without asking Dr. Kelton about his current and prior employment and without reviewing information on the Adjunct Faculty computer database, which listed Dr. Kelton as employed by Nashville State Tech.

Mr. Walker stated that he understood he was responsible for determining whether an adjunct faculty applicant was currently employed by other state agencies. He explained that to determine an applicant's current employment status, he would have to specifically ask the applicant, or the applicant could voluntarily divulge the information to him. He acknowledged that he did not directly ask Dr. Kelton if he was employed elsewhere. However, Mr. Walker told the auditors that Dr. Kelton had stated that he (Dr. Kelton) was not teaching at Nashville State Tech for the Fall 1997 Semester. Mr. Walker stated that on the basis of Dr. Kelton's representation, he had presumed Dr. Kelton was not employed by Nashville State Tech at that time and thus did not make additional inquiries about Dr. Kelton's employment status.

Mr. Walker further explained that he was aware the Adjunct Faculty computer database had an information screen listing the current employment status of potential adjunct faculty members, but stated that he did not feel the need to review that screen because he only viewed the screen to determine the number of semesters an individual had previously taught at the college. He said that he already knew Dr. Kelton had taught only one other semester for Columbia State.

Therefore, the review disclosed noncompliance with Columbia State's internal control procedures and practices for confirming the employment status of prospective adjunct faculty members. Those procedures direct the individual placing an applicant into an adjunct faculty position to ask about the applicant's employment history and to notify the college's Human

Resources Department if a dual-service contract is needed. However, Mr. Walker did not follow these procedures to determine Dr. Kelton's employment status at Nashville State Tech because he did not specifically ask Dr. Kelton what his employment status was and did not review Dr. Kelton's file on the college's Adjunct Faculty computer database. That file clearly stated that Dr. Kelton was a full-time employee at Nashville State Tech. Based on that information, Mr. Walker should have confirmed Dr. Kelton's employment status with Nashville State Tech personnel.

Because Dr. Kelton was a full-time Nashville State Tech employee, he should have been employed through a dual-service contract between Nashville State Tech and Columbia State and should have been subject to Tennessee Board of Regents policies pertaining to extra compensation and outside employment. Mr. Walker's failure to exercise due diligence enabled these policies and contract requirements to be circumvented.

STATUS

As of May 28, 1998, the matter of Dr. Kelton's use of sick leave and circumvention of Tennessee Board of Regents policies and contract requirements was under review by the District Attorney General's office and Nashville State Tech.

RECOMMENDATIONS

The review of Dr. Kelton's use of sick leave resulted in the following recommendations:

1. All individuals responsible for hiring and completing adjunct faculty contracts should be provided formal training in proper hiring and contract procedures.
2. The adjunct faculty handbook should include Tennessee Board of Regents policies regarding outside employment and extra compensation, as well as the board's guidelines for dual-service contracts.
3. All individuals responsible for hiring adjunct faculty should follow the written procedures and be made aware of the requirement that all applicants be questioned about their current and previous employment to ensure dual-service contracts are properly completed, when necessary. Further, individuals responsible for the hiring of adjunct faculty should specifically review employment information on the Adjunct Faculty computer system before making employment offers.
4. The department deans should ensure off-site campus employment practices are periodically reviewed to ensure that proper procedures are followed when adjunct faculty are hired and that dual-service contracts are prepared when necessary.

5. Faculty members should be formally reminded of their responsibilities as detailed in Tennessee Board of Regents policies, procedures, and guidelines related to outside employment, extra compensation, and dual-service contracts.

APPENDICES

Nashville Tech

COL

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The Nashville Community's Two-Year College

August 20, 1997

FILE

Dr. William Kelton
Box 109
Boxwood Drive
Franklin, TN 37069

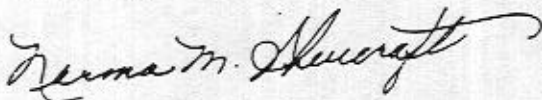
Dear Dr. Kelton:

Your request for an indefinite medical leave has been approved. You have accumulated 1104.0 hours of sick leave to date. That is more than sufficient to allow you to be maintained on the payroll through fall semester. Should you not be able to return for spring 1998 semester, please let me know and I will send additional information.

As you would assume, the classes you were to teach during fall 1997 have been reassigned. Therefore, you have no obligation to the college during fall semester and may, instead, concern yourself with your doctor's advise. Should you and your doctor determine you will be able to rejoin us for spring 1998 semester, please let Valerie Belew know immediately. Ms. Belew has been asked to prepare a schedule for you for spring 1998, and, at the same time, be prepared to utilize a substitute should you not be available.

On behalf of the employees of Nashville State Tech, my best wishes to you for a speedy and full recovery. Please feel free to call if I can be of further assistance.

Sincerely,



Norma M. Sheucraft
Director of Personnel

cc: Valerie Belew

TENNESSEE BOARD OF REGENTS
OF
THE STATE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF TENNESSEE

COLUMBIA STATE COMMUNITY COLLEGE

NOTICE OF EMPLOYMENT OF
ADJUNCT FACULTY

TO: William Kelton (SS# 408-60-1077) (2)
109 Boxwood Drive
Franklin, TN 37069

This is to confirm your appointment as an adjunct faculty member in the Arts and Sciences Division for the FALL 1997 semester to teach the following course(s):

10406 ENG 101 FE Composition I 3 Credit Hours
10407 ENG 101 FG Composition I 3 Credit Hours
10860 ENG 212 FA Intro to Literature II 3 Credit Hours

TOTAL CREDIT HOURS = 9

at a salary of \$395 per credit hour, effective August 25, 1997, subject to the terms and conditions hereinafter set forth and your acceptance thereof:

1. This agreement is made subject to the laws of the State of Tennessee, the requirements and policies of the Tennessee Board of Regents, and the requirements and policies of this institution.
2. The above-stated salary is contingent upon your successful completion of service for the full term of this agreement. The salary will accrue and be payable as follows:

\$1777.50 on October 31, 1997 and \$1777.50 on December 18, 1997

In the event of failure to complete the specific terms of the appointment, salary will be pro-rated in accordance with the policies of the institution.

3. This appointment and the above-stated salary are in consideration of your faithful performance to the best of your ability of the duties and responsibilities assigned to you as an adjunct faculty member of this institution.
4. As an adjunct faculty member you are not eligible for employment benefits (retirement credit, state insurance plan, annual or sick leave, holiday pay, or longevity credit). Notwithstanding, social security will be deducted from your paycheck unless you are a member of a retirement system or are a rehired annuitant as specified in 26 CFR Part 31.

5. Finalization of the pending assignment will be subject to the course(s) sufficient enrollment and/or other administrative considerations. Should the course(s) not have a sufficient number of students register, this contract automatically becomes void. The institution reserves the right to terminate this agreement and transfer the course(s) to a full-time faculty member.
6. This appointment does not include any assurance, obligation, or guarantee of subsequent employment.
7. Classes will begin August 25, 1997 and will end on December 18, 1997, including examinations. In the event you cannot meet the class(es) at any scheduled time, you must immediately contact the Department Coordinator. Any absenteeism will be reflected in your rate of pay.
8. The class roll(s) will serve as the official record of attendance and catalog description(s) as the official record of contract hours taught. Paychecks will not be issued until all personnel requirements have been met. The final paycheck will not be issued until all contractual obligations have been met.
9. This agreement may be terminated without advance notice.
10. You are required to notify the Personnel Office should you become employed at another state agency/institution.
11. By acceptance of this appointment, I agree to abide by the terms of the Drug-Free Workplace Act of 1988 as defined in published institution statements and policy. I also agree to notify the Personnel Office of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.
12. The following special conditions shall govern this appointment.

9/8/97
Date

Q. Rebecca Hunter
President

You must signify your acceptance of this appointment under the terms and conditions set forth by signing each copy of the Notice and returning the original and 2 copies to the office of the president within fifteen (15) days after the date of this Notice.

I accept the appointment described above under the terms and conditions set forth.

September 4, 1997
Date

William J. Kelton
Appointee

An Equal Opportunity/Affirmative Action Employer

Original: Payroll

Copy: Adjunct

Copy: Evening Coordinator