



Policy and Procedures for Multi-Year Contracts for Lecturers

This Policy and Procedures document (hereafter, the "Policy") governs multi-year contracts for lecturers at the School of the Art Institute of Chicago. This Policy describes the basic terms of multi-year contracts; sets forth the eligibility requirements for a lecturer to be considered for a multi-year contract; lists the criteria that will be applied to determine whether an eligible lecturer will be granted a multi-year contract; explains when it is possible to seek reconsideration of a decision; and contains other relevant provisions.

1. Term

Multi-year contracts for lecturers have a term of two academic years.

Approved leave during the term of a multi-year contract will not extend the term of the contract to account for the period of the leave. Rather, the start and end dates set forth in the contract will remain in effect. A leave of absence for health or family reasons, or for professional activities, will not negatively affect the lecturer's opportunity for contract renewal. For purposes of this policy, "academic year" is defined as fall and spring semesters only, except that for lecturers who teach in the Low-Residency MFA program, the academic year includes fall, spring, and summer semesters.

2. Guarantee

- a. Multi-year contracts for lecturers contain a guarantee that the lecturer will be offered two three-credit courses or the equivalent number of credit hours per academic year, to be taught during the academic year, as defined in Section 1 above. The guarantee described in the preceding sentence is hereafter referred to as the "Guarantee."
- b. A lecturer may request and be given more than two three-credit courses or the equivalent number of credit hours from time to time, but any such additional courses are not part of the Guarantee; the maximum number of credit hours that a lecturer is guaranteed to be offered in each academic year of the two-year contract is six.
- c. The Guarantee is for teaching and does not cover release time (i.e., a lecturer who engages in activity for which release time is given must still teach the courses covered by the Guarantee and the release time would be in place of an additional course).
- d. The Guarantee is not for any particular courses; it is only for the number of credit hours.

3. Eligibility

To be eligible to be considered for a multi-year contract,

- a. A lecturer must have taught at least one class per academic year in a degree program at SAIC for at least four out of the last five academic years immediately preceding the academic year in which the multi-year contract would start. Any break in service during

that five-year period must be for one academic year or less. If a lecturer has a break in service of more than one academic year, then upon their return to SAIC they must begin their eligibility period again (i.e., teach for at least four of five academic years) to be eligible for a multi-year contract, even if they were on a multi-year contract before their break in service, except with the written approval of the Dean. **If a lecturer taught in a degree program at SAIC for any period of time before fall 2017 and, beginning in or after fall 2017, takes a leave of more than one academic year or takes a leave without notice, that lecturer will be treated as a New Lecturer under Sections 3.d and 9 below upon their return to SAIC.** Lecturers who have questions on whether a leave will affect their eligibility for a multi-year contract should consult with the Dean of Administration, Budget, and Planning in advance of taking the leave.

- b. A lecturer must be willing to teach at least two three-credit courses or the equivalent number of credit hours per academic year. A lecturer who wishes to teach fewer than six credit hours per year is not eligible to be considered for a multi-year contract.
- c. A lecturer must meet all conditions to work at SAIC required by law or SAIC policy, such as, for example, eligibility to work legally in the United States.
- d. Lecturers hired to begin teaching in fall 2017 or later (“New Lecturers”) may teach at SAIC at the lecturer rank for a maximum of eight academic years from their initial hire date as a lecturer, absent approval of the Dean in unusual circumstances. As a result, New Lecturers will be ineligible for a multi-year contract if they will have taught at SAIC for more than eight academic years at the lecturer rank by the time the contract would start. See also Section 9 for additional terms relating to New Lecturers.
- e. Senior Lecturers are not eligible for multi-year contracts.

4. Process and Criteria for Offering a Multi-Year Contract

- a. By the fall of each year, the Dean’s Office will compile a list of those lecturers who will have met the service eligibility requirement for a multi-year contract by the start of the next academic year and who are currently on a one-year contract or are in the final year of a multi-year contract. This group of lecturers will hereafter be referred to as “Lecturers for Review.”
- b. By approximately October 15 of each year, the Dean or their designee will meet with each department chair and program head to discuss all Lecturers for Review who taught in their department or program in the most recent academic year. The purpose of these meetings is for the department chair or program head to explain (i) if, based on the criteria set forth in Section 4.d below (the “MYC Criteria”), they recommend a two-year contract for each Lecturer for Review, and (ii) if so, the number of courses that they recommend offering that lecturer for the two-year term in their department or program.
- c. After these meetings, the Dean will consider the recommendations of the department chair or program head and the MYC Criteria to decide whether each Lecturer for Review will be offered a multi-year contract to begin in the next academic year. If a department chair or program head recommends a Lecturer for Review for a multi-year contract but

recommends offering fewer than six credit hours in their department, then before reaching a decision the Dean will consider whether that Lecturer for Review was recommended for a multi-year contract by any other department or program so that the total number of recommended credit hours cumulates to at least six. The Dean's Office will issue a notice (hereafter "Contract Notice") to each Lecturer for Review by no later than approximately November 1 stating whether they will be offered a multi-year contract to begin in the next academic year.

d. The MYC Criteria are as follows:

- i. Performance, as evidenced by student evaluations and comments, looking at all available evaluations and comments from the past three years at a minimum; by any evaluations conducted by the department chair, program head, Faculty Chair, or Faculty Liaison; or by the lecturer's failure to correct a performance problem identified by a department chair or program head through prior discussion. The consideration of performance will take into account factors such as (aa) demonstrated knowledge of the course material; (bb) ability to organize and present course materials; (cc) effectiveness of the lecturer's communication skills in the classroom; and (dd) respect for and encouragement of the diversity of opinions and expressions of students and colleagues.
- ii. Quality of syllabi for recently taught courses.
- iii. Compliance with SAIC policies and with the terms of prior contracts (e.g., whether the lecturer provided the services set forth in the contract).
- iv. Any record of serious misconduct or neglect of duties.
- v. For lecturers seeking renewal of a multi-year contract, prior record of course cancellations due to low enrollment and reasons for the cancellations.
- vi. Department or program need and/or curricular flexibility, including but not limited to circumstances such as availability of courses after assignment of courses to full-time and adjunct faculty members; elimination or downsizing of a department or program; reduction in the number of courses offered; reassignment of course work to full-time faculty; reassignment of course work to part-time faculty who has demonstrably greater professional qualifications, has a demonstrably better record of teaching performance and/or who demonstrably enhances or expands the pedagogical approaches to the delivery of the curriculum; potential new full-time faculty hires; curricular priorities; changes to the curriculum; and restructuring of departments.
- vii. Rank, but this factor will be considered only when all other factors are equal.
- viii. Other demonstrated reason necessitating a change in academic, fiscal, program, or organizational needs of SAIC, as determined by the Provost in their reasonable discretion.

5. Requests for Eligibility Review and for Reconsideration

- a. The Dean's Office will make every effort to maintain accurate lists of service eligibility and current contract status. However, if a lecturer on a one-year contract or in the final year of a multi-year contract does not receive a Contract Notice at all by early November and believes they are eligible for a new or renewal multi-year contract, they must ask the

Dean's Office to review their eligibility by December 15. The Dean's Office has the discretion to decline to undertake this review if the request is received after December 15. If the Dean's Office determines that the lecturer should have been considered for a new or renewal multi-year contract to start in the next academic year, then it will undertake that consideration promptly.

- b. If a lecturer is on a multi-year contract and receives a Contract Notice stating that they will not receive a renewal multi-year contract, the lecturer may request reconsideration (i.e., if a lecturer has a multi-year contract and is denied a renewal multi-year contract, the lecturer may seek reconsideration; otherwise, reconsideration is not available). The request for reconsideration must be made in writing within 15 calendar days of the date the Dean sent the Contract Notice, explain why the decision should be reconsidered, and include any additional information and materials that the lecturer believes are relevant. The lecturer will submit the request for reconsideration (including any supporting information and materials) to both the Dean and the Faculty Liaison. The lecturer may also, in their discretion, ask that the Faculty Liaison speak to the Part-Time Faculty Representative-At-Large. (If the Representative-At-Large is unavailable, the lecturer may ask the Faculty Liaison to speak to another Part-Time Faculty Representative or a Part-Time Faculty Senator instead.) As part of the discussion with the Part-Time Faculty Representative-At-Large (or their substitute) the Faculty Liaison, in their discretion, may share information they have about the request with the Part-Time Faculty Representative-At-Large (or any substitute in their absence), taking into account the importance of confidentiality for personnel decisions. The role of the Part-Time Faculty Representative-At-Large is to give the Faculty Liaison their views and any information they may have regarding the request for reconsideration, but not to participate in any investigation the Faculty Liaison may undertake, in the Faculty Liaison's recommendation to the Dean, or in the Dean's decision. In addition to meeting with the Part-Time Faculty Representative-At-Large or their substitute, the Faculty Liaison or their designee may, in their discretion, undertake additional steps such as meeting with the lecturer and/or the department chair or program head, reviewing evaluations or disciplinary records, examining the department or program's curriculum, interviewing faculty members in closely related curricular areas, and other measures they deem appropriate. The Faculty Liaison will then make a recommendation to the Dean on the request for reconsideration. After reviewing the request for reconsideration and the Faculty Liaison's recommendation and after conducting any further investigation or review the Dean deems appropriate, the Dean will inform the lecturer in writing whether they are revising the original decision. The Dean will make reasonable efforts to issue a decision within 60 days of the date they receive the request for reconsideration. The Dean's decision is final.

6. Course Assignments and Fulfillment of Guarantee

- a. SAIC will issue procedures periodically, including deadlines, for the assignment of specific courses to lecturers. Course assignments will be made in writing on an annual or semester basis, as applicable.
- b. SAIC will fulfill the Guarantee by offering a total of six credit hours per academic year, with the specific course offers based on factors such as the lecturer's previous teaching assignments, requests submitted by the lecturer, and the needs of the department and

the School. Course offers are within SAIC's discretion, but SAIC will use reasonable efforts to accommodate the lecturer's preferences and will consult with the lecturer to attempt to find appropriate course assignments.

- c. If during the term of the multi-year contract, SAIC is unable to offer six credit hours in a given academic year or chooses not to do so, because of new hires, changes in the curriculum, or any other reason other than either low enrollment or unanticipated under-enrollment as defined in Section 10, SAIC will pay the lecturer 100% of the per course rate so that the lecturer receives full compensation for the guaranteed number of credit hours.
- d. If the lecturer does not accept a course assignment after SAIC makes reasonable efforts to accommodate the lecturer's preferences and to consult with the lecturer to find a course that is satisfactory, SAIC will be considered to have fulfilled its guarantee obligations as to the number of credit hours offered and not accepted, and is not required to pay the lecturer for those credit hours.
- e. Final decisions on course offers and decisions to pay 100% of the per course rate rather than offering the guaranteed number of credit hours are not subject to appeal or grievance.

7. Course Cancellations and Changes in Teaching Assignments

- a. If SAIC assigns a course to a lecturer and thereafter cancels the course for any reason other than either low enrollment or unanticipated under-enrollment as defined in Section 10, or if SAIC reassigns the course to a faculty member other than the lecturer, and if the cancellation or reassignment means that the lecturer will be teaching fewer than six credit hours, then SAIC will attempt to assign the lecturer to a different course in a reasonable period before the start of the term and the lecturer will make a reasonable effort to teach that course. If there is no reasonable reassignment or the lecturer declines to teach the reassigned course, SAIC will pay the lecturer 100% of the course rate for the canceled or reassigned course. No additional cancellation fee will be due.
- b. If the course is canceled due to low enrollment and the cancellation means that the lecturer faculty member will be teaching fewer than six credit hours, SAIC will attempt to assign the lecturer to a different course in a reasonable period before the start of the term and the lecturer must accept the reassignment if reasonably feasible. If there is no reasonable reassignment, the lecturer will be paid the cancellation fee to the extent provided in the Course Cancellation Fee for Part-Time Faculty policy in effect at the time of the cancellation.
- c. For the sake of clarity, Sections 7.a and 7.b apply only if the canceled course is covered by the Guarantee. If the canceled course is not covered by the Guarantee (for example, a third three-credit course or a summer term course), then any payment would be as provided in any other applicable policy, such as the Course Cancellation Fee for Part-Time Faculty policy.

8. Dismissal During Term of Contract

A lecturer may be dismissed during the term of their contract as provided in the Faculty Handbook Supplement.

9. Service Limit for New Lecturers and Automatic Termination of Contracts

This Section 9 applies only to individuals hired to begin teaching at the lecturer rank in fall 2017 or later (“New Lecturers”). New Lecturers may teach at SAIC at the lecturer rank for a maximum of eight years from their initial date of hire as a lecturer. This may mean eight one-year contracts, four one-year contracts followed by two multi-year contracts, or some other combination of contracts totaling eight years. After eight years from their initial hire date at SAIC as a lecturer, a New Lecturer must have received the rank of either senior lecturer or adjunct, or else may no longer teach at SAIC. A leave of absence or other break in service does not extend the eight-year period, nor does a new eight-year period begin after a leave of absence or break in service. A New Lecturer’s multi-year contract may not extend beyond the end of the eight-year period; if a New Lecturer is on a multi-year contract with a term that would otherwise end after the eight-year period, the multi-year contract automatically terminates at the end of the eight-year period. In their sole discretion, the Dean may make exceptions to this Section 9 in unusual circumstances. Any approval by the Dean for a New Lecturer to continue teaching at the lecturer rank after the end of the eight-year period must be in writing.

This Section 9 does not apply to Senior Lecturers.

10. Effect of Unanticipated Under-Enrollment

Notwithstanding any other terms of this Policy or a lecturer’s contract, including the Additional Terms and Conditions for Multi-Year Contracts for Lecturers that are part of each contract (the “Terms and Conditions”), the following applies in the case of unanticipated under-enrollment:

a. Graduate Under-Enrollment

If by June 1 the anticipated incoming class in a given graduate degree or program for the upcoming fall term is less than 75% of the enrollment goal established in the graduate admissions goals document presented to the Budget Planning Committee by the prior November 1, then for each lecturer who taught at least one course in the affected department or program in the just ended academic year, the School has the discretion to reduce the Guarantee in the lecturer’s multi-year contract, declare the lecturer’s contract null and void, or leave the contract as is.

In making these determinations, the School will consider curricular need; rank; and length of service within rank when feasible; and will give priority to faculty members on multi-year contracts when feasible.

The School will pay lecturers affected by this term the cancellation fee in the Course Cancellation Fee for Part-Time Faculty policy then in effect for each guaranteed course

they lose for one academic year.

b. Undergraduate Under-Enrollment

If by June 1 the anticipated first-time freshman headcount enrollment for the upcoming fall term is less than 90% of the enrollment goal used in the budget approved by the Budget Planning Committee and then formally documented in the preliminary major budget assumptions reviewed by the Finance Committee of the Board of Trustees by April 1, then for each lecturer who taught at least one course in the affected department or program in the just ended academic year, the School has the discretion to reduce the Guarantee in the lecturer's multi-year contract, declare the lecturer's contract null and void, or leave the contract as is. In making these determinations, the School will consider curricular need; rank; and length of service within rank when feasible; and will give priority to faculty members on multi-year contracts when feasible.

The School will pay lecturers affected by this term the cancellation fee in the Course Cancellation Fee for Part-Time Faculty policy then in effect for each guaranteed course they lose for one academic year.

c. Effect of Break in Service Due to Under-Enrollment

If a lecturer's contract is declared null and void under this Section 10, then that lecturer will be permitted to have a break in service of up to two academic years (rather than one academic year as provided in Section 3.a above) for purposes of determining eligibility for a multi-year contract.

For New Lecturers (i.e., those hired to begin teaching in fall 2017 or later), a break in service under this Section 10 will be counted toward the eight years in which they are permitted to teach at the lecturer rank. For example, if a New Lecturer teaches at SAIC for three academic years and then has a ~~three-year~~ break in service of three academic years as a result of this section, they are only eligible to teach at SAIC as a lecturer for a maximum of two more academic years.

11. Effect of Handbook and Existing Policies

In the event of conflicts between anything in this Policy or in the Terms and Conditions and either the faculty handbook or the faculty handbook supplement, the Policy and the Terms and Conditions shall apply. Otherwise, nothing in the Policy or the Terms and Conditions will limit or abrogate the Faculty Handbook, the Faculty Handbook Supplement, or applicable policies, including but not limited to the terms in the Supplement on academic freedom and also including the Policy Against Discrimination, Harassment, and Retaliation.

12. Amendment

A committee composed of the Dean, the Chair of the Faculty Senate, the Chair of Faculty, the Faculty Liaison, the two elected part-time members of the Faculty Senate, the Lecturer Representative, the elected part-time Representative-At-Large to the Academic Steering Committee, the Dean of Administration, and the Vice President for Human Resources may

recommend amendments to the Policy and to the Terms and Conditions. The committee will submit recommendations on proposed amendments to the Provost. If the committee does not have consensus on a proposed amendment, the Provost will meet with the committee to hear both the discussion and the committee's vote on the issues before making a decision. The Provost has final authority to approve proposed amendments. This provision does not apply to amendments to non-substantive terms relating to timelines and procedures or to amendments that are merely clarifying; the administration may amend such terms without a recommendation from the committee.

If the Provost approves an amendment to the Policy that necessarily requires an amendment to the Terms and Conditions, such as when the same term appears in both places, the Terms and Conditions will automatically be amended as well. The reverse will also hold true (i.e., an approved amendment to the Terms and Conditions that necessarily requires an amendment to the Policy).

Each lecturer will be subject to the Policy and to the Terms and Conditions as they may be amended from time to time rather than the Policy and the Terms and Conditions that were in effect as of the start date of their contract.