



Policy and Procedures for Multi-Year Contracts for Adjunct Faculty

This Policy and Procedures document (hereafter, the “Policy”) governs multi-year contracts for adjunct faculty at the School of the Art Institute of Chicago. This Policy describes the basic terms of multi-year contracts; lists the criteria that will be applied to determine whether an adjunct 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 adjuncts have a term of three 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 adjunct’s opportunity for contract renewal. For purposes of this policy, “academic year” is defined as fall and spring semesters only, except that for adjuncts who teach in the Low-Residency MFA program, the academic year includes fall, spring, and summer semesters.

2. Guarantee

- a. Multi-year contracts for adjuncts contain a guarantee that the adjunct will be offered three three-credit courses or the equivalent number of credit hours per academic year or, at the adjunct faculty member’s request, two three-credit courses or the equivalent number of credit hours per academic year. The guarantee described in the preceding sentence is hereafter referred to as the “Guarantee.” Courses covered by the Guarantee are to be taught during the academic year, as defined in Section 1 above.
- b. An adjunct may request and be given courses in addition to the courses covered by the Guarantee from time to time, but any such additional courses are not part of the Guarantee; the maximum number of credit hours that an adjunct is guaranteed to be offered in each academic year of the three-year contract is nine (or, at the adjunct’s request, six).
- c. The Guarantee is for teaching and does not cover release time (i.e., an adjunct 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. 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 adjuncts who are currently on a one-year contract or are in the final year of a multi-year contract. This group of adjuncts will hereafter be referred to as “Adjuncts 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 Adjuncts 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 3.d below (the “MYC Criteria”), they recommend a three-year contract for each Adjunct for Review, and (ii) if so, the number of courses that they recommend offering that adjunct for the three-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 Adjunct for Review will be offered a multi-year contract to begin in the next academic year. If a department chair or program head recommends an Adjunct for Review for a multi-year contract but recommends offering fewer than three courses or the equivalent number of credit hours in their department (or two courses if the faculty member has requested a two-course guarantee), then before reaching a decision the Dean will consider whether the individual 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 nine (or six at the faculty member’s request). The Dean’s Office will issue a notice (hereafter “Contract Notice”) to each Adjunct 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 adjunct’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 adjunct’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 adjunct provided the services set forth in the contract).
 - iv. Any record of serious misconduct or neglect of duties.
 - v. For adjuncts seeking renewal of a multi-year contract, prior record of course cancellations due to low enrollment, record of making up owed courses, 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 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.

4. Multi-Year Contracts for Faculty Seeking Promotion

- a. If a faculty member applies for and is granted promotion, either from lecturer to adjunct or within the adjunct rank, they will automatically be considered for a new multi-year contract at the same time. The School will issue the two decisions (promotion and, if promotion is granted, whether it will be with a new multi-year contract) at the same time.
- b. The first step in these circumstances will be to evaluate the promotion request. If the decision is to deny promotion, then (i) a new multi-year contract will not be considered; and (ii) the lecturer or adjunct may remain on any existing multi-year contract they may have and will remain eligible for future multi-year contracts. The decision not to consider a new multi-year contract when promotion is denied is not subject to a request for reconsideration under Section 5 below or to grievance.
- c. If the decision is to grant promotion, then before the promotion decision is issued, the Dean or their designee will meet with each department chair or program head in whose department or program the individual taught in the most recent academic year. The purpose of the meeting is for the department chair or program head to explain (i) if they recommend a three-year contract to begin when the promotion becomes effective, and (ii) if so, the number of courses that they recommend offering for the three-year term in their department or program. During this meeting and any follow-up meetings that may be necessary, the department chair or program head will explain the basis for their recommendations and provide any relevant documents such as student evaluations. In deciding whether to recommend a three-year contract, the department chair or program head will consider only the final three MYC Criteria; the first five MYC Criteria will be deemed to be satisfied given the decision to promote. After these meetings, the Dean will consider the recommendations of the department chair or program head and the final three MYC Criteria, and will decide whether the individual being promoted will be offered a multi-year contract to begin when the promotion becomes effective. If a department chair or program head recommends a multi-year contract but recommends offering fewer than three courses or the equivalent number of credit hours in their department (or two courses if the faculty member has requested a two-course guarantee), then before reaching a decision the Dean will consider whether the individual 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 nine (or six at the faculty member's request). If the Dean decides not to offer a multi-year contract to begin with the promotion, the individual may remain on any existing multi-year contract they may have or if that contract is due to expire, they will be given a one-year contract. The decision not to offer a new multi-year contract to begin with a promotion is not subject to a request for reconsideration under Section 5 below.

5. Requests for Eligibility Review and for Reconsideration

- a. The Dean's Office will make every effort to maintain accurate lists of current contract status. However, if an adjunct 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 adjunct 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 an adjunct is denied a multi-year contract, the Dean or their designee must provide the reason in writing. This applies both to adjuncts who are denied a contract altogether and to adjuncts who received a one-year contract instead of a multi-year contract. An adjunct who does not seek a multi-year contract may waive this requirement by notifying the Dean.
- c. If an adjunct is denied a contract altogether (i.e., is not offered either a multi-year contract or a one-year contract), the adjunct may seek reconsideration. The request for reconsideration must be made in writing within 30 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 adjunct believes are relevant. The adjunct will submit the request for reconsideration (including any supporting information and materials) to both the Dean and the Faculty Liaison. The adjunct 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 adjunct 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 adjunct 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 adjunct in writing whether they are revising the original decision and if so, whether the new contract will be for one year or three. 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. This process replaces the procedures set forth

in the second and third paragraphs of Section 4.D of the Faculty Handbook Supplement, and faculty members will not be entitled to those procedures.

- d. If the final decision is that the adjunct will not get a new contract of any length and the adjunct is either an adjunct associate or an adjunct full, the first paragraph of Section 4.D of the Faculty Handbook Supplement applies.

6. Course Assignments and Fulfillment of Guarantee

- a. SAIC will issue procedures periodically, including deadlines, for the assignment of specific courses to adjuncts. 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 nine credit hours per academic year for a three- course guarantee or six credit hours per academic year for a two-course guarantee, with the specific course offers based on factors such as the adjunct's previous teaching assignments, requests submitted by the adjunct, 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 adjunct's preferences and will consult with the adjunct to attempt to find appropriate course assignments.
- c. If during the term of the multi-year contract, SAIC is unable to offer the guaranteed number of 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 adjunct 100% of the per course rate so that the adjunct receives full compensation for the guaranteed number of credit hours.
- d. If the adjunct does not accept a course assignment after SAIC makes reasonable efforts to accommodate the adjunct's preferences and to consult with the adjunct 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 adjunct 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 an adjunct and thereafter cancels the course for any reason other than either low enrollment or unanticipated under-enrollment as defined in Section 9, or if SAIC reassigns the course to a faculty member other than the adjunct, and if the cancellation or reassignment means that the adjunct will be teaching fewer than the guaranteed number of credit hours, then SAIC will attempt to assign the adjunct to a different course in a reasonable period before the start of the term and the adjunct will make a reasonable effort to teach that course. If there is no reasonable reassignment or

the adjunct declines to teach the reassigned course, SAIC will pay the adjunct 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 adjunct will be teaching fewer than the guaranteed number of courses, SAIC will attempt to assign the adjunct to a different course in a reasonable period before the start of the term and the faculty member must accept the reassignment if reasonably feasible. If there is no reasonable reassignment, the adjunct may choose either to accept a cancellation fee to the extent provided in the Course Cancellation Fee for Part-Time Faculty policy (the "Cancellation Fee policy") or may owe a course, in which case the adjunct will be paid for the canceled course and will have to teach a course with the equivalent number of credit hours as assigned by SAIC in a subsequent semester, without additional pay, in addition to their guaranteed courses. The owed course will be taught in the term following the term in which the cancellation occurred to the extent possible and may have to be taught in any term, including summer and winter terms. If the per course pay rate has increased by the time the owed course is taught, SAIC will not pay the adjunct the difference between the per course rate in effect when the original course was canceled and the per course rate at the time the course is actually taught. If an adjunct owes a course at the end of their three-year contract and the faculty member receives a new contract of any length, the adjunct will continue to owe the course under the new contract. If an adjunct owes a course at the end of their three-year contract and the adjunct does not receive a new contract of any length, the owed course is forgiven. If an adjunct voluntarily leaves SAIC with an outstanding owed course (i.e., they resign during the term of a multi-year contract or they are offered a new contract of any length and decline it), they will have to reimburse SAIC for 65% of the per course rate they were paid for the canceled course that was not made up.
- 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, an additional course during the academic year 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

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

9. Effect of Unanticipated Under-Enrollment

Notwithstanding any other terms of this Policy or an adjunct's contract, including the Additional Terms and Conditions for Multi-Year Contracts for Adjunct Faculty 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 adjunct 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 adjunct's multi-year contract, declare the adjunct'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 adjuncts 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 adjunct 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 adjunct's multi-year contract, declare the adjunct'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 adjuncts 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.

10. 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.

11. 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 adjunct 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.