

Provost response to Faculty Senate Motion passed on 3.5.21 / Strike-Through (See original motion [here](#))

The Contingent Faculty Organizing Committee makes the following observations to the Faculty Senate:

1. On July 31, the Senate passed a motion with more than 80% support to offer a degree of security and predictability to adjunct faculty who typically begin work preparing to teach soon after they enter an employment agreement with the university.
2. In response to the July 31 Senate motions, the Provost approved at least two weeks' compensation to any adjunct faculty member whose course is cancelled *after* the start of the term not due to cause. Courses are almost never cancelled after the start of term, so the clause added by the Provost effectively stripped the Senate motion of any effectiveness.
3. Adjunct faculty are often issued employment agreements (in lieu of contracts) extremely late or not at all, including after the start of the term, resulting in some cases in late payment of paychecks.

Therefore, in the interest of quality and stability in teaching, and recognizing the value adjuncts add to the university, the Faculty Senate resolves:

1. **AGREEMENT INITIATION TIMING:** ~~DU will issue an employment agreement~~ **Academic departments/programs will make every effort to issue an employment agreement*** to adjunct faculty at least 21 days before the beginning of the term in which a course is ~~to be taught unless~~ **offered. Some reasons this may not be possible include:**

- (a) ~~a class~~ **course** loses its professor within 21 days before the beginning of a term **and hiring an adjunct to teach the course is necessary, or,**
- (b) a new section of a class becomes necessary due to over enrollment. ~~or~~
- (c) ~~the adjunct faculty member is paid an additional one weeks' compensation (based on the regular adjunct compensation for teaching a course).~~

LESS THAN 21 DAYS NOTICE FOR NEW COURSE: If circumstances require an employment agreement to be initiated within 21 days of the beginning of the term for a course the adjunct has never taught before, the adjunct faculty member will be paid an additional 10% compensation (based on the pay for teaching this course in this particular term).

2. **LATE CANCELLATION AND COMPENSATION:** After an adjunct faculty member has entered into an employment agreement with DU **to teach a course**, DU will pay ~~at least two weeks'~~ **20% of that particular course's** compensation if an adjunct-taught class is cancelled **by the University** (except for cause**) within ~~two months~~ **three weeks** of the start of the term or after the term begins***.

***An Employment Agreement is the official, formal offer provided electronically in the adjunct hire workflow that the adjunct can acknowledge. It is not a conversation or email query from the department chair/program director about initial interest.**

****Cause means acts by a faculty member prohibited by law or University policy which are inconsistent with professional standards recognized by the academic community (such as sexual, racial or other harassment or discrimination or engaging in conduct involving dishonesty, fraud, deceit or misrepresentation); willful neglect of duty; inability or refusal to carry out the responsibilities of a faculty member; or conduct which results in clear and demonstrable damage to the University.**

***** This standard policy applies to adjunct agreements to teach courses paid on a per-course basis. Separate arrangements will need to be worked out for the minority of situations that differ from the standard case, e.g., music lessons, where a faculty member may be compensated by the number of students.**