

**SEIU Local 500 and GEORGETOWN UNIVERSITY  
TENTATIVE AGREEMENTS ON NON-ECONOMIC ISSUES  
2021**

[Black type is existing contract language. Red underlined are tentative agreement changes.]

**Article 4 – Appointment and Re-Appointment**

- A. Appointments of adjunct faculty members covered by this Agreement may be made only by the Provost or his/her designee. The listing of a course in the schedule of classes does not constitute an appointment.

~~Subject to the terms of this Agreement, appointments of adjunct faculty members may be for a semester or for shorter or longer periods, depending on the duration of the course, which shall be determined by the University in its discretion. Adjunct faculty members who have taught three or more courses in each of the past three academic years may be offered a one-year appointment beginning in the Fall 2018 semester. The parties further agree that a one-year appointment is not a guarantee of course assignment nor course load in accordance with paragraph C of this Article.~~

- B. Subject to the terms of this Agreement, appointments of adjunct faculty members may be for a semester or for shorter or longer periods, depending on the duration of the course, which shall be determined by the University in its discretion.
1. Adjunct faculty members who have taught at least two (2) credit-bearing courses in the current academic year shall be notified in writing by June 30 of the School, department or program's plans to appoint the adjunct faculty member in the following academic year. This written notice shall state whether the School, department or program intends to appoint the adjunct faculty member to teach one (1) or more courses in the fall and/or spring semesters in the following academic year. This written notice shall not constitute an appointment unless it is specifically designated as an appointment letter.
  2. If the School, department or program has determined by June 30 that it intends to appoint the adjunct faculty member to teach more than one (1) course in the fall and/or spring semesters in the following academic year, those appointments shall be contained in a single appointment letter to the extent practicable.
  3. If the School, department or program has not determined by June 30 whether it will appoint the adjunct faculty member to teach in the fall and/or spring semesters in the following academic year, the written notice shall state whether the adjunct faculty member is being considered for appointments in either or both semesters.

4. If an adjunct faculty member has not received such notification by June 30, they should contact [facultyrecords@georgetown.edu](mailto:facultyrecords@georgetown.edu).

C. Adjunct faculty members who have previously taught a specific course for at least two (2) calendar years and a minimum of four (4) times within a period of four (4) calendar years at the University will receive good faith consideration for appointment to teach the same course if it is offered by the University within one (1) calendar year of the most recent appointment, provided that the University intends for the course to be taught by an adjunct faculty member covered by this Agreement. If an adjunct faculty member is not able to achieve good faith consideration for a particular course because the department or program offered them a different, but related course instead of the course they previously taught, the adjunct faculty member may apply for good faith consideration for the course they previously taught. Such an application may be made, in writing, once the adjunct faculty member has taught the original course three (3) times. Such an application will not be unreasonably denied. Good faith consideration does not preclude the University from appointing another faculty member to teach a different course. Good faith consideration shall mean that re-appointment to teach a specific course may be denied, reduced, or subsequently cancelled only in the following circumstances:

1. Elimination or downsizing of a department or program, or a reduction in the number of courses or sections (hereinafter, "courses") offered in the applicable semester, but the impact shall be limited to the relevant course(s) taught by the adjunct faculty member;
2. Creation of a full-time position that absorbs existing courses taught by an adjunct faculty member, or any other circumstance in which the course will be taught by a full-time faculty member, but the impact shall be limited to the relevant course(s) taught by the adjunct faculty member. The University will develop a process for posting on its website available full-time faculty positions.
3. Cancellation of a course or section due to under-enrollment or for programmatic reasons, as determined by the University in its discretion, except that the cancellation of a course shall not impact other courses taught by an adjunct faculty member.

4. Elimination, decrease, or substantial modification of courses due to changes in curriculum or program offerings, but the impact shall be limited to the relevant course(s) taught by the adjunct faculty member.
5. Poor performance by the adjunct faculty member, as evidenced by student evaluations, classroom observation(s), or the adjunct faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article 5 (Evaluations) or by a Department Chair or Program Director through prior discussion. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
6. Discharge, serious misconduct, neglect of duties, or conduct by the adjunct faculty member that is outside the scope of his/her employment with the University but, in the reasonable judgment of the University, would adversely affect the adjunct faculty member's ability to teach or be a member of the University community. Consistent with Article 8 (Academic Freedom and Faculty Rights and Responsibilities), it is understood that this will not interfere with an adjunct faculty member's academic freedom.
7. Availability of an alternate adjunct faculty member not currently employed by the University who, in the University's reasonable discretion, has substantively greater qualifications to teach the specific course taught by the impacted adjunct faculty member. It is understood that, in most cases, the alternate adjunct faculty member will not teach the specific course taught by an adjunct faculty member who is entitled to good faith consideration.
8. Where the appointment would result in an adjunct faculty member exceeding the maximum number of courses or credit hours permitted by the University under its authority in Article 9 (Management Rights).
9. Other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of the University, as determined by the University in its reasonable discretion.

In the circumstances set forth in subparagraphs 1, 2, 3, 4, 7 or 9, the University shall reasonably consider appointing the impacted adjunct faculty member to teach an available scheduled course that the adjunct faculty member is qualified to teach. If the adjunct faculty member is displaced by an alternate adjunct faculty member pursuant to subparagraph 7 and is not offered another course, the affected adjunct faculty member shall receive a one-time payment equal to seventy-five percent (75%) of the amount the

adjunct faculty member received the last time he/she taught the course. Further, should the alternate faculty member discontinue teaching the course anytime during a three-year period commencing with the first time he/she teaches the course, and the University continues to offer the course, the displaced adjunct faculty member shall have his/her good faith consideration restored to him/her for purposes of teaching that course.

~~D. An adjunct faculty member who is entitled to good faith consideration will be notified in writing of his/her re-appointment to teach a course by May 31 for the fall semester and by December 15 for the spring semester.~~ Adjunct faculty members who are entitled to good faith consideration will be notified in writing of their re-appointment by May 31 for the fall semester or by November 15 for the spring semester. Appointments may be made after these dates when changes in the course schedule or other circumstances arise after the relevant deadline.

E. An adjunct faculty member who is notified in writing of his/her re-appointment to teach a course shall notify the University of the acceptance of the appointment as soon as possible. To the extent the appointing unit has adopted a written policy on minimum and maximum enrollment, it will be made available to the adjunct faculty member when the course is offered to the adjunct faculty member. If the adjunct faculty member fails to respond within two (2) weeks of receiving notice of the re-appointment, unless some other time period is agreed upon, in writing, between the University and the adjunct faculty member, the adjunct faculty member will be deemed to have declined the appointment. This time period for accepting an appointment shall only apply when an adjunct faculty member is re-appointed to teach the same course. A shorter time period for acceptance may be required in other situations, including an initial appointment to teach a particular course, an appointment to teach an additional section of a course, or when the University needs to fill a vacancy because another faculty member is unable to teach or has declined an appointment.

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G. If an adjunct faculty member declines a re-appointment, or accepts and then subsequently declines or fails to teach the course, the adjunct faculty member shall forfeit good faith consideration to teach that course in the future. However, an adjunct faculty member may retain earned good faith consideration for up to a year if the faculty member declines a re-appointment in that course in order to teach a different course at the request of the University, for medical reasons, or to take parental leave, ~~or if they decline to teach the course on campus during spring 2021 because of Covid-19.~~ In these cases, the adjunct faculty member must email [facultyrecords@georgetown.edu](mailto:facultyrecords@georgetown.edu) to request the extension and

will receive a response affirming the extension of the adjunct faculty member's good faith consideration status.

### **REGULAR PART-TIME APPOINTMENTS – New contract language:**

#### Add to Article 4:

- H. Adjunct faculty members who have taught at least three (3) standard courses in a department or program in five (5) out of the eight (8) immediately preceding academic years shall be eligible for a regular part-time faculty appointment. A regular part-time appointment shall be for one (1) academic year, which may be renewed for additional academic year(s), and shall consist of at least three (3) standard courses per academic year.
1. If an adjunct faculty member is appointed to teach a course in Fall 2020 and/or Spring 2021, but the course is cancelled due to the Covid-19 pandemic, such appointment will be counted for purposes of determining eligibility for a regular part-time appointment.
  2. If an adjunct faculty member is eligible for and desires a regular part-time appointment for the subsequent academic year, but has not received one by May 31, they should contact their department or program chair by no later than June 15. The department or program chair (or their designee) will then provide the adjunct faculty member with an explanation as to why a regular part-time appointment was not offered or, alternatively, will offer the adjunct faculty member a regular part-time appointment. The department or program's determination as to whether curricular, enrollment and staffing needs can reasonably be expected to support a regular part-time appointment shall constitute an exercise of Management Rights under Article 9 of this Agreement.
  3. A regular part-time appointment is not a guarantee of a specific course assignment or reappointment to teach a specific course, except as provided in Section C above.
  4. An adjunct faculty member need not have taught the same course in each academic year or achieved good faith consideration, as defined in Section C above, in order to be eligible for a regular part-time appointment.
  5. If an adjunct faculty member is entitled to good faith consideration for a specific course, they may choose to remain on a semester to semester appointment without loss of good faith consideration.

## Article 7 – Access to Services - Add language:

Adjunct faculty members/ access to the technology, equipment and services necessary to teach remotely during the COVID-19 pandemic shall be governed by this Article.

## Article 8 — Academic Freedom and Faculty Rights and Responsibilities

- A. Subject to the terms of this Agreement, adjunct faculty members shall enjoy the same academic freedom as do all faculty members at Georgetown University, as provided in the Georgetown University Faculty Handbook, campus, department and School policies, as they may be modified from time to time. An adjunct faculty member's claim of violation of academic freedom will be subject to the Grievance and Arbitration Procedure under Article 16 of this Agreement if it involves discipline or discharge under Article 15 or the interpretation, application, or claimed violation of any other specific term or provision of this Agreement; otherwise the claim of violation of academic freedom will be handled through the Faculty Grievance Code in the Faculty Handbook, if it is a grievable matter under the Faculty Grievance Code, as determined by the procedures set forth in the Faculty Grievance Code. A claim may not be heard on the merits through both the Faculty Grievance Code and the Grievance and Arbitration Procedure in Article 16 of this Agreement.

## Article 10 — Labor Management Collaboration Committee

- A. The University and the Union are committed to an ongoing collaborative relationship that fosters effective ongoing communication, and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a Labor Management Collaboration Committee.
- B. The Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University.
- ~~C. The Labor Management Collaboration Committee shall consider and make recommendations on matters of general importance to adjunct faculty members and the University based on mutual agreement. The Committee shall address the following subjects during the term of this Agreement. The Committee shall begin meeting no later than March 2018 and shall complete its work by March 2020. The Committee shall make recommendations upon which future negotiations may be based.~~
- ~~D. The Committee shall conduct a survey of adjunct faculty to determine the extent to which they have other employment and access to benefits.~~

~~E. The Committee shall explore the possibility of creating a regular part-time faculty position or a similar part-time faculty appointment structure at the University, as well as alternative models of compensation and access to benefits for part-time faculty members who regularly teach at Georgetown and do not have other employment and access to benefits.~~

~~F. The Committee shall evaluate the extent to which one-year appointments are being offered and assess the value of the one-year appointments to adjunct faculty members and the University.~~

## Article 17 – Inclusion in the Academic Community

A. The parties recognize that adjunct faculty members make valuable contributions to the University's academic community. Adjunct faculty members may, but are not required to, participate in the academic community in various ways, such as:

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2. Participating in School, department, committee, or program-level meetings, when invited.

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D. Adjunct faculty members shall be eligible for the Provost's Innovation in Teaching Award.

E. Adjunct faculty members may apply for stipended programs offered by CNDLS if their application is supported by their dean's office and the school commits to covering the stipend.

## Article 20 – Professional Development – **Non-economic changes**

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C. Adjunct faculty members who teach a course during the fiscal year in which a professional development opportunity occurs ~~have achieved good faith consideration, pursuant to~~ Article 4, may request reimbursement from the Professional Development Fund for the reasonable costs associated with professional development activities related to teaching. The maximum reimbursement for an individual adjunct faculty member shall be **\$700** per fiscal year.