

**UNRANKED FACULTY**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CALIFORNIA COLLEGE OF THE ARTS**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**July 1, 2022**

**To**

**June 30, 2025**

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## **ARTICLE 1. RECOGNITION OF THE UNION AND COVERAGE BY THE COLLECTIVE BARGAINING AGREEMENT**

### **A. Recognition of the Union**

California College of the Arts recognizes Service Employees International Union Local 1021 as the exclusive representative for purposes of collective bargaining concerning wages, hours and working conditions for the following unit of employees of the College:

All regular unranked faculty employed in the classifications of Adjunct 1, Adjunct 2 and Senior Adjunct Professor, in academic-degree granting programs at the San Francisco and at the Oakland campus, **excluding**:

All ranked faculty (including ranked tenure/track faculty and ranked non-tenured/tenure track faculty); all visiting faculty; all distinguished professors; all students and student-employees; all teaching and research assistants and fellows; all office and administrative employees; all administrators (including division directors, assistant directors, program chairs, program staff, deans and chairs including those who may have teaching assignments); all employees in non-degree granting programs (including library, pre-college, center for art and public life and office of special programs); all other employees, all volunteers, all other professional employees, confidential employees, independent contractors, and managerial employees, guards and supervisors as defined in the National Labor Relations Act.

### **B. Coverage by the Collective Bargaining Agreement**

Regular unranked faculty in the specified included classifications under A. above are covered by the Agreement.

Unranked faculty who have completed the teaching of one or more courses lines at the College in a degree-granting program in two different semesters (fall, spring or summer term) become regular unranked faculty. Article 15 Discipline and Discharge shall not apply until after the faculty member becomes regular.

## **ARTICLE 2. SCOPE OF AGREEMENT**

This Agreement in the form mutually executed by the parties constitutes the sole and exclusive record of agreements reached between the College and the Union. Each party hereby affirms that it had full opportunity to bargain collectively as to any and all lawful subjects of collective bargaining. Therefore, neither party shall attempt to compel the other to bargain collectively on any or all subjects of collective bargaining applicable to the period of this Agreement. Each party acknowledges that the other party has no other obligation to grant any request to bargain on such subject.

## **ARTICLE 3. SAVINGS CLAUSE**

It is hereby declared to be the intention of the parties to this agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law, and are separable. If any part of this Agreement is found to be invalid because of conflict with applicable law, such invalidity

will not affect the remaining parts of this Agreement, and the parties will meet to negotiate a substitute provision.

#### **ARTICLE 4. TERM OF AGREEMENT**

This agreement becomes effective as of July 1, 2022 and will continue in full force and effect until June 30, 2025. Thereafter, it will automatically renew itself and continue in full force and effect from year to year unless, at least sixty (60) days prior to June 30, 2025 or at least sixty (60) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to terminate or make changes in this Agreement.

#### **ARTICLE 5. LABOR-MANAGEMENT COMMITTEE**

##### **Joint Labor-Management Committee**

During the term of this Agreement, representatives of the Union and of the College shall meet in person as the Joint Labor-Management Committee for the purpose of:

Providing the input of the unranked faculty to the Administration on College-wide matters of importance to unranked faculty members; establishing and maintaining effective and cordial labor relations; exchanging information; and resolving disagreements and preventing disagreements.

Prior to the start of each academic year, the Union and the College shall exchange in writing the names and the College employment positions, of three, but not more than four persons who for the academic year, will represent the Union and the College, respectively. The Union and the College shall also specify in writing which of the College employees shall serve as its Co-Chair; respectively.

During the first semester of the first academic year of this Agreement, and thereafter when committee membership changes, the parties shall obtain joint committee training from the FMCS, sharing the cost thereof (if any) in an equal manner. All committee members and the Union field representative will attend the trainings. The Union field representative may thereafter attend JLMC meetings. After the initial training, if either changes their committee designees or if the Union field representative changes, the newly-assigned representatives may attend the meetings provided they also attend the next scheduled FMCS training.

Each Co-Chair will submit to the other, a proposed agenda at least two weeks in advance of meetings. The Co-Chairs will confer to attempt to agree on the agenda for the meeting. Possible agreed-upon agenda items may be:

- (1) Health and safety matters that either party wishes to bring for discussion;
- (2) Opportunity for Local 1021 to provide the input of the unranked faculty to the Administration on College-wide matters of importance to unranked faculty members;
- (3) Opportunity for attendees to develop working professional relationships within the Joint Committee; and
- (4) Other matters agreed by the Co-Chairs to be on the agenda.

The Co-Chairs will agree upon meetings to be held at least 4 times each academic year, 2 times each semester, for up to two hours and, if the Co-Chairs mutually agree, for an additional hour. If the Co-Chairs mutually agree, up to two additional meetings per academic year and one meeting in summer may be held to discuss a specific agreed upon topic of importance.

The Labor-Management Committee will not engage in the settlement of specific pending grievances or in collective bargaining.

## **ARTICLE 6. NO STRIKE/NO LOCKOUT**

During the term of this Agreement, neither the Union nor any bargaining unit employees will engage in a strike, picketing, slow-down, or stoppage, nor shall the College lock out the employees. Violations of this provision may constitute just cause for discipline up to and including discharge.

## **ARTICLE 7. MANAGEMENT RIGHTS AND FUNCTIONS OF THE COLLEGE**

Except as specifically expressed in writing in this Agreement, nothing shall in any way limit or be deemed to limit the College in its exercise of management rights and functions, all of which are vested exclusively in the College, including the following:

- The determination, modification, direction, control and implementation of the College's mission, strategic plan, goals, resources, and priorities; the College's budgets, budget savings and/or plans for increased efficiency; the College's academic calendar during which courses and services will be provided to students; and the purpose, size, number and location of academic and other programs and departments of the College;
- The determination, modification, direction, control and implementation of the College's rules and procedures for its operations;
- The determination, modification, direction, control and implementation of the qualifications, skills, responsibilities, assignments and standards of performance and conduct for all employees of the College;
- The determination, modification, direction, control and implementation of courses and educational services for students;
- The determination, modification, direction, control and implementation of decisions of which categories of faculty and of which individual faculty members will deliver courses and educational services for students;
- The determination, modification, direction, control and implementation of student recruitment, admission, academic evaluation and regulation of conduct;
- The determination, modification, direction, control and implementation of the methods of operation and of organization of the work of the College, including instructional approaches and methods for courses and other educational services for students;

- The determination, modification, direction, control and implementation of decisions for the expansion or contraction of the College's educational services and of administrative services, generally, and specifically within any department, activity or function of the College;
- The determination, modification, direction, control and implementation of appropriate staffing levels of any group of College employees generally, and specifically within any College department, activity or function;
- The determination, modification, direction, control and implementation of decisions to hire, promote or demote, and employ, continue or discontinue to employ, or to transfer, reassign, or relieve from duty, employees of the College;
- The determination, modification, direction, control and implementation of the construction, removal, specification and acquisition of facilities, apparatus, equipment or other materials; and
- The determination, modification, direction, control and implementation of the use and identity of suppliers, vendors, external support, independent contractors, and sub-contractors.

The above summary of the exclusive rights and functions of the management of the College is not exhaustive and does not exclude any normal or customary management rights or functions. The exercise, or non-exercise, of any rights or functions of management shall not limit or serve as a waiver.

The exercise by the College of the rights of management of the College shall not be subject to any claim by the Union or by any covered unranked faculty member in any legal proceeding, grievance or arbitration, unless the exercise by the College violates a specified express written provision of this Agreement.

## ARTICLE 8. EFFECTS BARGAINING

**Campus Consolidation:** During the term of this Agreement, the College may exercise its right to close the Oakland campus and unify operations in San Francisco. All provisions of the Agreement shall apply to the unified campus during and after the process of unification. The Union may request effects negotiations over the impact of campus unification on the application of the Agreement to the terms and conditions of employment for members of the bargaining unit.

An occupied position for which the primary location changes during Campus Unification shall not be considered vacant and shall not require posting.

Any agreements reached during effects negotiations will be recorded in a Side Letter to this Agreement.

Unresolved issues shall be resolved in the grievance procedure.

## ARTICLE 9. UNION SECURITY AND CHECKOFF

A. Each unranked faculty member covered by this Agreement, who does not voluntarily acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month in which the faculty member is employed, beginning no later than thirty-one (31) days after the beginning of work, an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union in accordance with applicable law, as percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union.

B. Payment of union dues or agency fees, voluntary contribution to the SEIU Local 1021 Committee on Political Education (COPE), or contributions to a charitable organization selected from a list approved by the College and the Union may be made by all unranked faculty members via the check-off procedure provided by this Article. It is agreed that the College shall assume no financial or other obligation arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by an unranked faculty member arising from the College's actions in accordance with this Article.

C. Each payday that the unranked faculty member receives a paycheck for teaching a credit earning course or laboratory, the College shall, during the term of this Agreement, deduct from an unranked faculty member compensation a sum of dues or fees owed to the Union for the month covered by that paycheck and authorized under federal labor law, provided the unranked faculty member has furnished the College a written assignment executed in accordance with the law. The Union will provide the College a suitable form for the authorization of this payroll deduction and as to unranked faculty member and for new unit employees, the College will include that form with their hire paperwork. If the unranked faculty member has not submitted the authorization form by the time of his or her first paycheck, the deduction shall be made twice from their second paycheck.

D. The College shall remit the dues or fees to the Union along with a list of members and agency fee payers within the first ten (10) working days of the month following the month of collection.

## ARTICLE 10. BARGAINING UNIT INFORMATION

No later than 7 days prior to the first day of class of each semester, College will electronically provide to the Union, a preliminary list of names and contact information of unranked faculty members who will be employed.

In addition, the most up to date information about the upcoming semester's course teaching faculty assignments will be accessible to the union at [portal.cca.edu/courses](http://portal.cca.edu/courses).

No later than 21 days after the add/drop period of the respective semester of each academic year the College will electronically provide to the Union, a final list of unranked faculty members who are employed.

In electronic format, the College will provide the name; date of hire; primary program or department codes; College identification number; course appointment for the current semester; course rate; any



non-course appointment; College email address; home address; home phone; personal email; and benefit status.

## **ARTICLE 11. EMPLOYEE ORIENTATION**

When CCA schedules new faculty orientations on a per semester basis, the new bargaining unit members hired in the current semester will be invited. They will include information on benefits and eligibility. The union leadership will be available to present union materials.

## **ARTICLE 12. LEAVE FOR UNION BUSINESS**

Upon the request of the Union, CCA will grant to one unranked faculty member per semester, leave of absence for employment with the Union. Such leaves will be granted up to the equivalent of one semester per year and will be compensated by the Union.

Upon expiration of the leave, the unranked faculty member may resume his/her former eligibility for course assignment, without break in service for purposes of any applicable accrual as a result of the leave for union business.

## **ARTICLE 13. UNION ACCESS**

It is to the mutual benefit of the Union and the College that the Union timely communicate with the unranked faculty covered by the Agreement.

To that end and for that purpose, the College provides the Union with privileges of access to distribute Union information to the unranked faculty members' College physical and electronic mailboxes and to bulletin boards and walls that are designated in writing by the College Senior Director of Faculty Affairs & Records within sixty days of ratification, after an opportunity for discussion in Joint Labor Management Committee.

To that end and for that purpose, the College permits privilege of physical access for campus meetings and events for Union stewards and other Union representatives at reasonable times and places, provided an appointment is made in advance with the office of Senior Director of Faculty Affairs & Records, except that no appointment is necessary for meetings with unranked faculty, only.

Within sixty days of ratification, the Union will in writing designate the number and names of stewards and the designated program or geographical areas for each steward, after an opportunity for discussion in Joint Labor Management Committee.

To maintain access privileges, Union access must be utilized in order for the Union to communicate with the unranked faculty covered by the Agreement and must be compliant with College rules and regulations of general application, and not contrary to policies against harassment and discrimination. Disagreements shall be first discussed at the Joint Labor Management Committee and if not resolved, in the grievance-arbitration procedure.



## **ARTICLE 14: COURSE TEACHING OFFERS AND MULTI-SEMESTER APPOINTMENTS**

### **A. College's Definition of Excellence of Courses**

The College seeks to provide its students with excellence in its courses. Excellence is in respect to the course content; the particular focus, student experience and learning outcomes of the courses; and the quality and the diversity of the faculty members' skill sets, professional experiences, career paths and identities, including (where applicable) as shown by excellence in teaching at CCA. The College applies this definition of excellence of courses when making selections for course teaching appointments from among bargaining unit members, both current and prospective.

### **B. Course Teaching and Other Assignments**

A course teaching or other assignment arises or continues only when a written course(s) teaching offer is transmitted by the Provost and is executed and returned by the unranked faculty member. The Provost authorizes the hiring of faculty as the college's Chief Academic Officer (CAO). Only a written offer that is signed by the Provost is valid. If the faculty member is to accept the offer of assignment, the faculty member must execute it and electronically return it to the Office of Provost within the time period designated by the offer. The written assignment will identify the assigned faculty member's name and classification; the academic program of the course(s); the academic year; the anticipated start and end dates of the assignment; and semester(s) of the course(s) and/or special assignment(s); and the compensation in dollars to be paid to the faculty member. The initial round of assignment offers will generally be issued on the following timelines: by July 21 for Fall semester; and by December 10 for Spring semester courses. For summer term, there are multiple separate sessions and the College will generally issue course teaching contracts thirty days before the session to be taught.

### **C. Excellence and Seniority in the Selection for Course Teaching Contracts**

If the delivery of excellence by multiple bargaining unit members as outlined in Article 13.A by multiple current and prospective bargaining unit members is equivalent, the College will assign from among those individuals based upon course seniority. Course seniority is the number of times of completed delivery of that course at CCA within the prior four academic years. In the case of equal course seniority, the course teaching offer will be made to the unranked faculty members with the earliest date of hire with the College.

For Fall and Spring terms, "completed delivery" means having successfully taught at least 14 weeks of the course. For summer terms, it means having successfully taught at least 90% of the course.

### **D. Course Seniority List: Updating and Transmittal to the Union**

The course seniority list will be updated by the College during each term, on the dates below:

- For fall term, by December 15
- For spring term, by May 15
- For summer terms, by August 7

The updated Course Seniority List will contain the published title of each course that was offered within the past four academic years including the current year and the names of the unranked faculty members who have taught that course.

The College will transmit the Course Seniority List to the Union each academic term on or about the dates of updating as indicated above.

#### **E. One-Year and Two-Year Appointments**

Based upon the College's reasonable assessment of likely need for future teaching by the unit member and his/her past completion of the teaching of at least two CCA courses for each of the past two consecutive years, the Provost will offer a one academic year appointment to eligible Adjuncts and a two-year appointment to eligible Senior Adjuncts.

#### **F. Grievance**

For non-probationary unit members, if an unranked faculty member does not receive an offer for teaching a course for which they have course seniority greater than the assigned unranked faculty member, within 20 calendar days they may request the Senior Director of Faculty Affairs & Records for a written statement of reasons. The Senior Director of Faculty Affairs & Records will respond in writing within 15 calendar days with a detailed statement of reasons explaining why they were not assigned to deliver that course. They may grieve the decision unless the College assigned the course for teaching by a CCA ranked faculty member or unless the College has extended to the grievant an alternative course teaching offer at equivalent pay within the same academic year.

#### **G. Statements of Interest and Qualifications**

Each academic term, bargaining unit unranked faculty will be sent a website link to Skill Areas for Teaching at CCA with a link to a schedule of courses in the Portal. Faculty may use this form to identify those areas in which they believe that they possess teaching qualifications and have the current interest to teach, including specific courses they would like to be considered for and for which they believe they are currently qualified. Unranked faculty who use this form may also contact the program chair to request an interview and be added to a list of instructors for consideration for those courses. Chairs will respond in writing to requests for interviews when the class becomes available. This information will be made available to program chairs. This process does not assure an offer of assignment. The College will review data with the Joint Labor Management Committee regarding applicants and assigned courses under this paragraph.

### **ARTICLE 15. CLASSIFICATIONS AND PROMOTION**

#### **A. General**

The three classifications of unranked faculty members are Adjunct I, Adjunct II and Senior Adjunct.

Unranked faculty members may not teach more than four course lines per academic year. Exception: For any faculty member who taught a course in each summer term of the three summers preceding the effective date of the 2017-2020 Agreement and if the faculty member taught more than four courses in those years, that faculty member remains eligible for this exception for a course when

offered in the summer. This exception does not apply to off-campus study courses and courses offered in summer term but not in other terms of the academic year (e.g. MFA Comics).

Effective Summer 2017, summer course lines are counted for determination of promotion eligibility and for determination of eligibility for one year and two year teaching appointments.

Co-teaching pursuant to the Special Assignment clause of the Agreement counts as ½ of line for purpose of the four course line maximum.

## **B. Job Descriptions and Qualifications**

The job descriptions for Adjunct I, Adjunct II and Senior Adjunct are set forth in the Appendix.

The job qualifications are as follows:

### **Adjunct I**

Qualifications: A terminal degree is preferred. High quality teaching of four or fewer courses as instructor of record or its equivalent level of student teaching responsibility at an accredited higher educational institution and/or the equivalent in non-teaching professional experience in the area of the teaching, as judged by the College, is required.

### **Adjunct II**

Qualifications: A terminal degree is preferred. High quality teaching of five or more courses as instructor of record or its equivalent level of student teaching responsibility at an accredited higher educational institution as judged by the College, is required.

### **Senior Adjunct**

Qualifications: Terminal degree is preferred and required is outstanding higher education teaching of at least ten course lines as an Adjunct II at CCA or twelve total semesters at CCA, whichever comes first; outstanding non-teaching professional experience in the subject matters taught at CCA; persuasive evidence of high quality engagement in or service to the external academic or professional community, such as, by way example only, via panels, boards, competitions, conferences, publications, and juries, the particular engagement and service activities to be determined pursuant to the below section, "Non-Teaching Professional Accomplishments."

Unranked faculty in the classification of Senior Adjunct are eligible to request Committee service assignments to be made by the Provost.

## **C. Promotions**

### **1. Promotion Process**

**Adjunct I.** Upon successful teaching of five course lines at CCA, the College will notify the Adjunct I of the date, within 30 days after the end of the semester of the fifth completed course line, that the Adjunct must submit to the Provost an application for promotion to Adjunct II.

The application shall consist of all syllabi and course evaluations from courses taught at CCA, a letter from the program chair, and a statement of teaching philosophy that includes a reflection on the applicant's pedagogy and how their professional practice informs their teaching.

Evaluations of the application shall be conducted by the Provost's Office and shall be granted if the Adjunct's quality of course teaching and course-teaching –related and other College responsibilities is at least satisfactory.

**Adjunct II.** Upon successful completion of teaching ten course lines as an Adjunct II at CCA or twelve total semesters at CCA, the College will notify the Adjunct II of the date within 30 days after completion of the qualifying semester or course that the Adjunct II must submit to the Provost an application for promotion to Senior Adjunct.

Adjunct II faculty will be evaluated by APT and thereafter by the Provost on the quality of their teaching and on their professional or scholarly practice.

## **2. Promotion Outcomes**

### **Promotion Granted:**

Adjunct I. Prior to the end of the semester following the completion of the fifth course line, the Provost will notify the Adjunct of the promotion application outcome. If the promotion is granted, the Adjunct will assume the new rank and pay rate for the next semester following the fifth course, in which they are offered a course teaching contract. If the Adjunct has already commenced teaching in the semester prior following the fifth course line prior to the promotion decision, pay increase and promotion will be retroactive to the start of that semester.

Adjunct II. Within 45 days of completion of APT Committee review of the application and recommendation, the Provost will determine if, in their academic judgment, the Adjunct II has earned promotion to Senior Adjunct. If so, the Provost will inform in writing the Adjunct II of promotion and increase in pay rate to Senior Adjunct. If the Senior Adjunct has already commenced teaching in the semester prior following the tenth course as an Adjunct II at CCA or twelfth total semester at CCA prior to the promotion decision, pay increase and promotion will be retroactive to the start of that semester.

**Promotion Not Granted:** If the Provost has determined that the Adjunct has not earned promotion, or if the Adjunct failed to apply as directed, the Provost will inform the Adjunct in writing of the denial of the application for promotion and the reason(s) for denial and teaching eligibility will end with the end of the current courses or of, as the case may be, of the failure to apply and teaching eligibility will end with the end of the current courses.

**Promotion Decision Deferred:** If the Provost is of the academic judgment that the Adjunct has the potential to earn promotion with development of improved teaching and/or in the case of application for promotion to Senior Adjunct, with additional non-teaching professional accomplishments, the Provost will inform the Adjunct in writing that the promotion decision is deferred and the reasons for deferral. The Adjunct will be eligible for further teaching for period of two additional semesters. The Adjunct shall timely submit to the Provost a re-application for promotion according to the same procedures based on current Adjunct rank. If the Provost has determined that the Adjunct has not

earned promotion, the Provost will inform the Adjunct in writing of the denial of the application for promotion and the reason(s) for denial and the reason(s) for denial and teaching eligibility will end with the end of the current courses.

#### **D. Non-Teaching Professional Accomplishments**

Acting pursuant to its charge under Article 22 of the Agreement, for each program of the College in which unranked faculty are employed, the Joint Labor Management Committee shall make agreed-upon written recommendations to the Provost for a description of non-teaching professional accomplishments to be used by APT in applications for promotion to Senior Adjunct. Non-teaching professional accomplishments are not reviewed in applications for promotion to Adjunct II.

#### **E. Appeals**

A faculty member who has been denied a promotion by the Provost may have resort to the grievance procedure. In any such grievance, the academic judgments of the Provost and of the APT Committee shall be respected.

### **ARTICLE 16. DISCHARGE AND DISCIPLINE**

Discharge is the decision of the College for the involuntary separation of its employment relationship with a faculty member who has successfully completed the probationary period. The College shall give written notice to the faculty member, stating the reasons for the decision.

Discipline is a written warning, suspension without pay or demotion, but discipline is not the act or contents of supervisory written or oral evaluations, or of supervisory oral warnings or counseling. In any matter, the College may choose to impose discipline in lieu of discharge; however, such choice shall not be considered as precedential in a grievance challenging a decision by the College in another matter.

Discharge and discipline as defined in this Article shall take place for just cause, only.

### **ARTICLE 17. EMPLOYMENT POLICIES**

#### **A. Equal Employment Policy**

CCA is an equal-opportunity employer and educational institution. CCA prohibits unlawful discrimination based on sex (including gender), race, color, religion, religious creed, age (over 18 years), mental or physical disability, medical condition as defined by law, national origin, ancestry, marital status, veteran status, sexual orientation, gender identity or expression, and any other factor made unlawful by federal, state, or local law, including participation or non-participation in union activities. CCA's commitment to equal opportunity employment applies to all persons involved in the operations of the college and prohibits unlawful discrimination by any employee of the college.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the College will provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual who is an applicant or an employee, unless undue hardship for the college would result.



Any applicant or employee who requires or requests an accommodation in order to perform the essential functions of their job should be directed to the associate vice president of human resources to request and document the need for such an accommodation. The College will assess the request and if the accommodation is supported and is reasonable as determined by the College, and will not impose an undue hardship, the College will make the accommodation. The College may also propose alternative accommodation(s).

## **B. Procedure to Assist in Implementation of the Equal Employment Policy-Discrimination or Retaliation**

If an employee believes that they have been subjected to any form of discrimination or retaliation, they should submit a written complaint to the Senior Director of Faculty Affairs & Records. The employee may choose to submit a copy of the employee's complaint to the designated representative of the Union and if so, shall notify the Senior Director of Faculty Affairs & Records in writing that they have done so. The complaint should be specific and include the names of the individuals involved as well as the names of any witnesses. CCA will, in all appropriate cases, immediately undertake an effective, thorough, and objective assessment. CCA will consider the privacy and confidentiality of all parties involved. If the College determines that unlawful discrimination has occurred, effective remedial action will be taken. Appropriate action will also be taken to deter any future discrimination. Whatever action is taken will be made known to the complaining employee in general form. The College will not retaliate against an employee for filing any good-faith complaint and will not knowingly permit retaliation by management, coworkers, or other employees.

Local 1021 and CCA each commits that its representatives will not engage in discrimination or retaliation of employees of the College, based upon participation or non-participation in union activities.

In addition to the College's internal reporting procedure for unlawful discrimination, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate reports of unlawful discrimination in employment. Employees who believe that they have been discriminated against may file a report with the EEOC within 300 days of the conduct or with the DFEH within one year of the conduct. You may contact the nearest office of the EEOC or DFEH:

Equal Employment Opportunity Commission  
Oakland Federal Building, North Tower  
1301 Clay Street, Suite 1170N  
Oakland, CA 94612-5217  
510.637.3230  
800.699.4000

Equal Employment Opportunity Commission  
450 Golden Gate Avenue  
5 West, P.O Box 36025  
San Francisco, CA 94102-366  
800.669.4000  
415.522.3415



Department of Fair Employment and Housing  
Elk Grove District Office  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
916.478.7251

Department of Fair Employment and Housing  
Bay Area Regional Office  
39141 Civic Center Drive, Suite 250  
Fremont, CA 94538  
510.789.1085

### **C. Prohibition of Unlawful Harassment**

In accordance with applicable law, CCA prohibits sexual harassment and other harassment based on sex (including gender), race, color, religion, religious creed, age (over 18 years), mental or physical disability, medical condition as defined by law, national origin, ancestry, marital status, veteran status, sexual orientation, gender identity or expression, and any other factor made unlawful by federal, state, or local law, including participation or non-participation in union activities. The College is committed to taking all reasonable steps to prevent harassment.

The law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Federal law, referred to as "Title IX", protects college students and other college community members from sexual misconduct. The College will notify the union of intake and other procedures that will govern Title IX reports related to students and others.

This definition includes many forms of offensive behavior, including, but not limited to: unwanted sexual advances; offering employment in exchange for sexual favors; making or threatening reprisals after a negative response to sexual advances; visual conduct such as leering, making sexual gestures, or displaying pornographic objects, pictures, cartoons, or posters; verbal sexual advances or propositions; verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes, or invitations; or physical conduct such as touching, assault, or impeding or blocking movements.

Employees should bear in mind that CCA is an art college and, as part of its curriculum and functions, nude models and artistic renderings of nude figures, in appropriate context, may be exhibited on campus.

Sexual harassment by any CCA employee is forbidden whether it involves coworkers, supervisors, managers, faculty, students, or persons doing business with or for the college.

Within the Joint Labor Management Committee, the College may request consultation on ways that the union and College may mutually cooperate in support of this policy.

#### **D. Procedure to Assist in Implementation of the Policy against Unlawful Harassment**

If an employee believes that they have been subjected to any form of harassment, they should submit a written complaint to the Senior Director of Faculty Affairs & Records. The employee may choose to submit a copy of the complaint to the designated representative of the Union and if so, shall notify the Senior Director of Faculty Affairs & Records in writing that they have done so. The complaint should be specific and include the names of the individuals involved as well as the names of any witnesses. CCA will, in all appropriate cases, immediately undertake an effective, thorough, and objective assessment. CCA will consider the privacy and confidentiality of all parties involved. If the college determines that unlawful harassment has occurred, effective remedial action will be taken. Appropriate action will also be taken to deter any future harassment. Whatever action is taken will be made known to the complaining employee in general terms. The College will not retaliate against an employee for filing any good-faith complaint and will not knowingly permit retaliation by management, coworkers, or other employees.

In addition to the College's internal reporting procedure for unlawful harassment, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate reports of unlawful discrimination and harassment in employment. Employees who believe that they have been discriminated against or sexually harassed may file a report with the EEOC within 300 days of the conduct or with the DFEH within one year of the conduct. Employees may contact the nearest office of the EEOC or DFEH:

Equal Employment Opportunity Commission  
Oakland Federal Building, North Tower  
1301 Clay Street, Suite 1170N  
Oakland, CA 94612-5217  
510.637.3230  
800.699.4000

Equal Employment Opportunity Commission  
450 Golden Gate Avenue  
5 West, P.O. Box 36025  
San Francisco, CA 94102-366  
800.669.4000  
415.522.3415

Department of Fair Employment and Housing  
Elk Grove District Office  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
916.478.7251

Department of Fair Employment and Housing  
Bay Area Regional Office  
39141 Civic Center Drive, Suite 250

#### **E. Policy Prohibiting Close Personal Relationships in Teaching, Mentoring, and Supervisory Activities**

The College is committed to maintaining a learning and working environment that is free from unlawful harassment and discrimination, and also from the potentially adverse effects that can arise from close personal relationships in the course of teaching, mentoring and supervisory activities, including those involving students. The following Policy is intended to prevent situations from arising in which violations of the Equal Employment Policy can occur and in which perceptions of such violations can arise.

Such relationships at the College may interfere with the ability of the teacher, mentor and supervisor to act fairly and without favoritism or may contribute to the perception of favoritism. Except where explicit approval has been obtained in writing from the provost, no person who provides teaching, mentoring or supervisory functions at the College may participate in a close personal relationship with an individual who is a member of the College community for whom that person provides, or may (by virtue of college-permitted or-assigned position or functions) reasonably be expected in the future to provide teaching, mentoring or supervision.

“Supervision” includes grading or other academic evaluation, tutoring for pay, job evaluation, hiring decisions and those pertaining to promotion, the direct setting of salary or wages, and the determination of internship, educational, or employment opportunities, references or recommendations. A “supervisor” is anyone who oversees, directs or evaluates the work of others, including, but not limited to managers, administrators, coaches, directors, deans, chairs and advisors.

“Close personal relationships” include marriage, domestic partner, dating, sexual and similar close personal relationships, even if they are consensually undertaken. “Close personal relationships” do not include the usual and customary socializing at the College of teacher-student; mentor-mentee; supervisor-employee; faculty member-graduate student; co-workers; and supervisor-student employee.

Within Joint Labor-Management Committee, the College may request consultation on ways that the Union and College may mutually cooperate in support of this policy.

#### **F. Policy against Workplace Violence**

This policy is to aid in the protection of unranked faculty members from violence and threats of violence in respect to their work at the College. This policy is also to regulate the behavior of unranked faculty, prohibiting them from engaging in violence and threats of violence in respect to their work at the College and soliciting their cooperation in informing the College of behavior by others that is violent or threats of violence.

CCA and Local 1021 each recognizes that violence in the workplace is a growing problem nationwide that necessitates a firm, considered response from employers. The costs of workplace violence are great, in both human and financial terms. Since the safety and security of College employees is of vital importance, acts or threats of physical violence, including intimidation, harassment, and/or coercion,

that involve or affect the College or that occur on College property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the operation of the College, including, but not limited to, College personnel, contract and temporary workers, and anyone else on College property. Violations of this policy by any individual will lead to disciplinary and/or legal action as appropriate.

Workplace violence is defined as any conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several College employees.

Employees who believe that threats or acts of violence have been made in respect to College functions, should immediately report the details of the incident(s) to their supervisor, the Senior Director of Faculty Affairs & Records, and/or the director of public safety. Rapid decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing College policy or procedure should be interpreted in a manner that delays or prevents this from occurring.

Within the Joint Labor-Management Committee, the College and the Union will periodically consult on ways that they may mutually cooperate in support of this policy.

#### **ARTICLE 18. EMPLOYMENT VACANCIES NOT COVERED BY THE COLLECTIVE BARGAINING AGREEMENT**

Unranked faculty members may apply for employment in posted or advertised staff, faculty or administration employment vacancies of the College that are not covered by the collective bargaining agreement.

CCA will post on its website and notify the Local 1021 field representative via email (to include a link to the job posting) when advertising for a tenure track or ranked non-tenure position.

The College will interview any current unranked faculty member whose completed application demonstrates to the College and its selection committee members that the applicant possesses the qualifications and experience for the position.

The judgment of the College with respect to final selection shall not be subject to the grievance and arbitration procedure.

#### **ARTICLE 19. FACULTY DEVELOPMENT GRANTS AND DEVELOPMENT LEAVE**

Grants: Any unranked faculty member who is currently under one or more course teaching assignments may submit an application for a faculty grant.

These grants are highly competitive; no faculty is guaranteed an award through one or many applications over one or many grant periods. Grant priorities may change from year to year to encourage particular areas of faculty development based on College need (i.e. online learning, diversity, etc.). Decisions by the College shall not be subject to review under the grievance procedure.

The College will establish a new faculty development grant for Adjunct from underrepresented groups to further their professional development. Grants may be used for courses or trainings, for curricular development, or for artistic and or scholarly practice. The JLMC will work with the Vice President for Diversity, Equity, Inclusion and Belonging to recommend the details on the new grant to the Provost.

Development Leave: Any unranked faculty member who has taught for three or more of the most recent consecutive years and who is currently serving under at least one teaching contract may apply for unpaid development leave. Notification must be submitted to the program chair at least six weeks prior to the start of the semester within which the unranked faculty member is scheduled to teach.

Unpaid leave may be taken for a period of up to two semesters, plus summer, in one academic year or across two academic years. If unpaid development leave is approved, the unranked faculty member will retain their status as provided in Article 30—Leaves of Absence. Unpaid leave shall not count as time toward CCA teaching service for purposes of other provisions of the Agreement.

## **ARTICLE 20. ACCESS TO THE COLLEGE'S INSTRUCTIONAL SERVICES & MATERIALS**

For use in preparing and delivering CCA courses, unranked faculty members will have access to those instructional services and materials that the College, or a program of the College, may from time to time make generally accessible to its faculty members.

Access is subject to cooperation with CCA's procedures and policies that apply. Uses other than for CCA courses is not permitted.

If the Union believes that in any particular program(s) of the College, unranked faculty members are experiencing difficulties in obtaining access, the Joint Labor Management Committee will attempt to assess and resolve the matter.

Reasonable and necessary CCA remote work instructional expense requests and reimbursements are processed and provided under the terms set forth in Appendix E—Pandemic Side Letter contained in the Appendix of this Agreement

## **ARTICLE 21. COMMITTEE SERVICE BY UNRANKED FACULTY MEMBERS**

Unranked faculty members are not obliged to perform committee service duties, however, they are welcome to express a specific interest and availability for assignment to a College-wide or program-specific committee service need. When the Provost decides that unranked faculty members will be invited to serve on a particular College-wide or program committee and/or other committee that is semester-long or longer, the Provost shall first notify the Joint Labor Management Committee of the availability of the committee opportunity.

The Provost or designee shall be the sole College authority and have complete discretion to decide whether or not to appoint unranked faculty members to serve on a particular College-wide or program committee or other committee at the College and if so, to decide which unranked faculty member(s) who expresses interest, shall be assigned, with the exception of the Joint Labor Management Committee. The decisions of the Provost shall be final and not subject to grievance or other challenge. Decisions by the provost shall not be precedential of future decisions by the Provost.

If the Provost invites an unranked faculty member to serve on a committee, completion of the service entitles the faculty member to compensation in a per semester lump amount as stated in Article 28—Special Compensation.

## **ARTICLE 22. JOB DESCRIPTIONS**

### **A. General**

Commencing the first spring semester subsequent to execution of the Agreement, the College shall provide in writing one standard Unranked Faculty Job Description for each job classification covered by this Agreement. Prior to the first spring semester and at a Joint Labor-Management committee, the College will share and ask for input from the Union of the job descriptions.

### **B. Specific**

- (1) The description shall include a statement of the College's expectations that the faculty member will retain competence (inclusive of staying up to date) in the faculty member's field of expertise and will bring this expertise to bear on instruction of course content and achievement of student learning.
- (2) The description shall include a statement of the methods for demonstration of teaching effectiveness, including but not limited to, the college-level assessment of student learning and the student evaluations.
- (3) The job description shall include a statement that faculty members will adhere:
  - to the course description as stated in a link to Webadvisor (or equivalent platform).
  - to the course-specific Learning Outcomes as stated in the link to the website of the respective Program.
  - to the program-specific Learning Outcomes as stated in the link to the website of the respective Program.
  - to College-wide Learning Outcomes stated in the link to the CCA website.
  - to a timely submission of a class syllabus that demonstrates the faculty member's compliance with the Webadvisor link and all Learning Objectives.
- (4) The description shall include a statement that faculty duties include attendance at new faculty orientation, if applicable; exclusively use CCA email addresses and servers for all email communications with students; timely and accurate submission of final course evaluations and grades; during the period of the course obligations, substantively respond to CCA-related emails within 48 hours; and attending meetings related to course teaching obligations, when required.
- (5) The job description shall include a statement that faculty members will abide by campus operational policies that relate to students or to faculty of the College; however, it is the responsibility of the College to give appropriate advance notice by email of policy and operational changes, and to include information concerning the changes in faculty orientation and training sessions.



## **ARTICLE 23. HALF- AND PART-LINE OFFERS**

Fall semester 2022 will be the last semester that the College may make course teaching offers at half or other partial course line rates, except for co-teaching and for course substitution assignments for more than two weeks' of class time. Partial line pay for substitute teaching is pro-rated from the full line rate for the number of weeks of instruction. Partial lines for substitute teaching are not counted for seniority, promotion, or appointments.

## **ARTICLE 24. ACADEMIC FREEDOM AND PROFESSIONAL ETHICS**

As described in Appendix A and B of this contract (Appendix A—AAUP Statement on Academic Freedom and Appendix B—AAUP Statement on Professional Ethics), unranked faculty are entitled to full academic freedom, including freedom of research and expression. Unranked faculty shall enjoy the same rights and obligations of academic freedom and professional ethics as ranked faculty at CCA.

Unranked faculty members are entitled to freedom in the classroom in discussing their subject. When unranked faculty employees express themselves as citizens, they should be free from institutional censorship or discipline.

## **ARTICLE 25. COURSE CANCELLATION PAYMENTS**

If an accepted course teaching offer is withdrawn after July 21 for fall semester courses and December 10 for spring semester courses, or less than thirty days prior to the beginning of classes for the summer, the unranked faculty member will be paid a \$500 fee within 30 days, provided an alternate course is not offered in the same academic term.

In addition, for each week of class that the faculty member has completed by or before the date of notice of cancellation, the College will pay 1/15<sup>th</sup> of the pay for the course.

## **ARTICLE 26. PROCESSING OF UNEMPLOYMENT INSURANCE CLAIMS**

### **A. General.**

The College agrees that at the end of an academic term and if not actively employed, absent a reasonable assurance of future employment, unranked faculty members may be eligible to apply for unemployment insurance benefits through California's Employment Development Department (EDD), subject to a determination of eligibility by the EDD. The Union and the College agree that the EDD uses the definition of "reasonable assurance" set forth in the California Superior Court's decision in *Cerisi et al v Unemployment Insurance Appeals Board*, as follows: "...under the statute, an assignment that is contingent on enrollment, funding or program changes is not 'reasonable assurance' of employment."

When the College receives written notice from EDD of a "Notice of Unemployment Insurance Claim Filed," the College shall reply to EDD in writing only indicating the date of the expiration of the most recent teaching term, unless there are other material facts that the College is legally required to report.



## **B. Notice to EDD**

Upon the end of an academic term, when an eligible bargaining member files an unemployment insurance claim and the College receives written notice from EDD of a "Notice of Unemployment Insurance Claim Filed" (Notice), the College shall reply to EDD in writing only indicating the **Grades Due** date of the most recent teaching term contract, unless there are other material facts that the College is legally required to report. The College's response shall be mailed within the ten (10) days indicated in the EDD's written Notice to the College.

Unless otherwise legally required, in its written reply to EDD, the College shall include that no Section II (Reporting Facts) apply that would otherwise deny the employee the right to EDD unemployment insurance benefits from the College's reserve account, subject to a determination of eligibility by EDD.

## **C. Lack of Response to EDD**

Should the College not inform the EDD within the EDD's required ten (10) days to reply, and such a delay results in the delay of benefits, the College will advance the unranked faculty member filing the claim the equivalent of the weekly unemployment benefits that the unranked faculty member would have received, until such time as the EDD begins paying weekly unemployment benefits to the employee. The College's - advancing of equivalent weekly unemployment benefits shall be calculated retroactive from the ten (10) days of the EDD Notice, until such time as the EDD unemployment benefits payments commenced, and shall be repaid by the unranked faculty member if/when EDD pays the benefits to faculty member for the period of the delay.

## **D. Resolution**

The Union shall have the right to file formal grievances per this Agreement in event of refusal by the College to provide the required EDD reply or in the event of refusal by the College to pay the equivalent unemployment benefits if such refusal has led to a delay or reduction in benefits approved by the EDD. Should the College and Union fail to resolve a grievance related to this Article, procedures for referring the grievance to arbitration indicated in the Grievance-Arbitration article of this Article shall apply. The sole remedy available under the Grievance-Arbitration article this provision shall be any difference in unemployment benefits actually received and unemployment benefits that might have been received had the College timely replied to the EDD or timely paid the difference.

## **E. Employee EDD Benefits Information**

The College agrees to post EDD Notice, DE 1857A on its website to assist in advising employees in the bargaining unit of their rights to claim unemployment and other EDD benefits, and to post information about how to apply for unemployment benefits on the website accessed by faculty. The course teaching offers template letter contained in appendix B to this agreement shall contain a link to the CCA website where the notice is posted.

## **ARTICLE 27. COURSE TEACHING RATES**

Course teaching rates will increase across the board for all classes as follows:

- Effective August 16, 2022, all per course pay rates will be increased by 3%.

- Effective August 16, 2023, all per course pay rates will be increased by 2.5%.
- Effective August 16, 2024, all per course pay rates will be increased by 2.5%.

The course teaching rates are included in Appendix C.

It is agreed by the Union and the College that all bargaining unit faculty employed and compensated pursuant to the terms of this Agreement or its predecessor were and are classified as professional employees and were and are exempt under California Labor Code Section 515.7. This provision shall not survive the expiration of this CBA unless agreed to by the parties in writing, except during negotiations for the successor CBA.

## **ARTICLE 28. SPECIAL COMPENSATION**

### **Introduction.**

Adjunct faculty are eligible for special compensation for non-instructional activities. Special compensation refers to circumstances when the college offers an adjunct and an adjunct agrees to complete non-instructional work; that is, work that is not part of regular course teaching duties. Special compensation for non-instructional activities is accomplished either through established coordinator or committee assignments, or through hourly rate work.

All special compensated non-instructional activities must be arranged and approved with the appropriate chair or dean before the adjunct begins any work. All special compensated non-instructional activities are subject to annual review and are not guaranteed. Special-compensated non-instructional activities do not count towards or against course line limits nor towards or against progress towards promotion, seniority or appointment eligibility.

The following special assignments have the following special compensation:

### **A. Coordinating**

Chair or Dean-assigned coordinator positions for curricular related activities within an academic program, across programs or College-wide, will be paid \$6500 per semester for the equivalent of a full coordinator assignment. Coordinator assignments can also be determined at percentages not lower than 25%, depending on the required work and compensation will be commensurate.

### **B. Committee Work**

Labor-Management Committee	\$1500 per semester
Local 1021 Negotiation Committee	\$1500 per semester
Provost-appointed standing committees	\$1500 per semester
APT	\$1800 per semester

### **C. Post End of Semester**

Only if and when the College Provost or Dean mandates in advance and in writing that a faculty member has duties subsequent to semester close, shall those duties be required and the College must include fair supplemental pay in the teaching contract or in a written supplement.

If the Union believes that the supplemental pay is not fair, the Union may refer the issue to the grievance-arbitration procedure.

#### **D. Other**

All other non-instructional work assigned to adjuncts will be compensated at the applicable senior adjunct full line rate divided by 135 and rounded to the closest dollar. The scope and number of hours of such non-instructional work will be established prior to the start of the work.

#### **E. Co-teaching Class**

If, at the request of a Chair and with Dean approval, an unranked faculty member is teaching a half line due to co-teaching based on program needs, they may be able to exceed the line maximum with Provost approval.

### **ARTICLE 29. EMPLOYEE BENEFITS**

Unranked faculty holding one year or two year course appointments providing for three or more course lines for each academic year, are eligible to continue to participate in employee health, retirement and tuition benefit plans. Health coverage is continued by the College during the period of the appointment when the faculty member is unable to teach due to personal serious health conditions. Coverages, rates and other provisions of College employee benefits plans are subject to change in the discretion of the College or carrier.

Unranked faculty who do not hold an appointment for three or more course lines for each academic year, may be eligible to receive health care expenditures and access health care programs through the San Francisco City Option. During semesters when faculty are teaching, CCA makes contributions on the employee's behalf to the San Francisco City Option under the Health Care Security Ordinance (HCSO).

### **ARTICLE 30. LEAVES**

#### **A. Paid Sick Leave**

To the extent and in the amount required by California and local law, the College will excuse unranked faculty members from course teaching and special assignment attendance without loss of pay, when needing to be absent as result of being ill, injured, or for the purpose of receiving medical care, treatment, or diagnosis, or to aid or care for a family member or designated family person when they are ill, injured, or receiving medical care, treatment, or diagnosis. The College will engage a replacement instructor, compensated by the College, if required for instruction needs in the judgment of the College.

#### **B. Family and Medical Leave; Pregnancy Disability**

To the extent and in the amount required by California and federal law, unranked faculty who have worked 1250 or more hours within the prior 12 months may apply to the Human Resources Office for unpaid leave under federal FMLA, California Family Rights Act and federal pregnancy disability



law. The College determines the number of hours of work by use of federal Affordable Care Act standards for hours of work for "adjuncts." The eligibility criterion of past teaching for appointments under Article 14. E of unranked faculty who return from a leave under this Article shall omit the year in which this leave is taken.

### **C. Work-Related Illness and Injury Leave**

Unranked faculty who experience an injury or illness that may be work-related should immediately notify Human Resources Office and the supervisor to make written report of injury or illness.

Unranked faculty who expect to be disabled from work obligations due to an injury or illness that may be work-related should immediately notify Human Resources Office and the program supervisor to make written report of injury or illness.

### **D. Military Service Leaves**

Unranked faculty may apply to the Human Resources Office for leave rights under the various federal and California laws that apply to active duty and reserve military obligations of the faculty and their family members. The College will grant requests for leave to the extent mandated by law.

### **E. Jury Duty Leave**

Unranked faculty are eligible to receive time off with pay for jury duty up to a limit of 30 calendar days or until the end of the contract, whichever comes first. If the jury is held longer than 30 days, unranked faculty may petition the president for an extension of the leave. Unranked faculty required in court as witnesses are also given time off with pay.

### **F. General**

The parties recognize that these provisions for leave of absence require the unranked faculty member to give timely email notice and respond to requests for information via CCA email.

## **ARTICLE 31. GRIEVANCE PROCEDURE**

The grievance procedure is the exclusive means for the resolution of all disputes between the Union and the College regarding the interpretation or application of this Agreement. The procedure is also the exclusive means for the resolution of claims by unranked faculty that the College has violated a provision(s) of the Agreement, and by the College that the Union has violated a provision of the Agreement.

### **A. Definition-Grievance**

A faculty member grievance is a claim by unranked faculty member(s) that the College has violated term(s) of the Agreement with respect to their employment. The parties discourage trivial claims.

A Union grievance is a claim by a steward or the Union, that the College violated provision(s) of the Agreement with respect to the employment of unranked faculty members or the rights of the Union. A Union grievance will be filed only by designated stewards or the Union representative. At the start



of each academic year, the Union shall provide the Senior Director of Faculty Affairs & Records of the College with a list of authorized stewards, and update the list within five business days of any change.

A College grievance is a claim by the Senior Director of Faculty Affairs & Records or designee, that the Union has violated a provision(s) of the Agreement that sets forth its obligations to the College.

Any reference in this Article to “days” shall mean calendar days, unless otherwise specified.

## **B. Procedures for Grievance**

A Union representative may be present in any scheduled meetings with the faculty member with regard to a grievance filed under this Article.

Union and unranked faculty member grievances shall be submitted via email within the applicable time frame to the Senior Director of Faculty Affairs & Records at the email address designated for this purpose.

A grievance should contain the name(s) of the grievant(s), the program, the date the grievance arose, the nature of the grievance, the provisions of the Agreement violated, and the remedy sought.

In all cases the grievance shall be submitted no later than 30 days after the grievant or Union or, in the case of a grievance by the College, the College was aware that the violation occurred. Failure to respond to the grievance within the time limit set forth herein shall entitle the grievant to proceed to the next step, and the grievance shall be deemed to have been rejected as of the last day of the period for response. Any time limits set forth in this Article may be extended by mutual agreement, which shall not be unreasonably withheld. Should either party submit a request for information pertinent to a particular grievance, the days falling between the party's request and the other party's response to that request will not be counted against said grievance's time limits.

Faculty members, and the Union shall make an effort to resolve grievances informally with the College. If a problem cannot be resolved through informal discussion with an immediate supervisor, a grievance shall be processed as follows, except that grievances based upon a suspension or discharge, or those initiated by a Union representative, shall start directly at Step 2 below.

## **C. Step One**

A grievance will be filed with the Senior Director of Faculty Affairs & Records in an email with “UNRANKED FACULTY GRIEVANCE” in the subject line. The Senior Director of Faculty Affairs & Records or in the case of a College grievance, the Union field representative, will respond within thirty (30) days after the grievance was filed.

College grievances shall be submitted at step one via email within the applicable time limits to the Chapter President of the Union with a copy to the Field Representative of the Union.

#### **D. Step Two**

If the Union or faculty member grievance is not settled at Step One, the Union may advance the grievance to step 2 within 14 days. The step 2 notice will be filed by email with the College Senior Director of Faculty Affairs & Records. The Senior Director of Faculty Affairs & Records will schedule a grievance meeting within fourteen (14) days after the grievance has been filed. The Senior Director of Faculty Affairs & Records will respond to the grievance within fourteen days after the grievance meeting, or thirty (30) days after the grievance was filed, whichever is later.

If the College grievance is not settled at Step One, the College may advance the grievance to step 2 within 14 days. The step 2 notice will be filed with the Union Field Representative. The Union Field Representative will schedule a grievance meeting within fourteen (14) days after the grievance has been filed. The Union Field Representative will respond to the grievance within fourteen days after the grievance meeting, or thirty (30) days after the grievance was filed, whichever is later.

#### **E. Step Three-Arbitration**

If the grievance is not settled at Step 2, within 14 days after the Step 2 response, the Union may advance the grievance to arbitration with written notice to the Union Chapter President, the College Provost, and the College Senior Director of Faculty Affairs & Records.

When a party has requested arbitration in a timely manner, the Union and the College shall select the arbitrator from the below list of arbitrators. The parties shall rotate through the arbitrators on the list below in the order below until each arbitrator shall have served at least once.

David Weinberg  
Andria Knapp  
John Kagel  
Claude Ames

The Arbitrator shall be requested to render a decision within thirty (30) days of the hearing or receipt of the transcript or the briefs, which is later.

Prior to the hearing, the parties shall attempt to reach agreement on a joint submission of the issue to be presented to the arbitrator.

The decision of the Arbitrator shall be final and binding on the parties and the affected faculty member.

The unranked faculty member shall be released from work duties without a loss of compensation to attend any arbitration where they are a grievant, witness or steward.

Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitration proceedings, including compensation, fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the College and the Union. In discipline and discharge cases, a hearing transcript shall be ordered only by mutual agreement of the College and the Union or if the Arbitrator requests. In all other cases, the hearing transcript shall be ordered if either party or the Arbitrator requests.



The Arbitrator shall have no power to add to, subtract from, alter, modify or amend any of the terms or provisions of this Agreement.

Prior to arbitration, the parties may mutually agree to attempt to mediate the grievance using Federal Mediation and Conciliation Services.

## **ARTICLE 32. WORK STIPEND**

(a) Effective the first full month following ratification, the College will initiate a Work Stipend and the interim Pandemic Stipend will expire. Whether assigned fully to work remotely, assigned to hybrid, or assigned fully to work on the College campus, each unranked faculty member while performing course teaching or special assignment obligations will receive a monthly stipend for four months during the fall and spring semesters, and three months for the summer semester, prorated from a full-time stipend of Fifty Dollars (\$50). The prorated work stipend will be at 50 per cent for two or fewer courses or the equivalent in special assignments and 100 per cent for 2.5 or more courses or the equivalent in special assignments.

(b) The Work Stipend addresses work-related home internet expense and the occasional work-related use of a personal mobile phone, both while performing remote work. Necessary and reasonable work at home expenses for other items remain available for reimbursement when approved in advance and pursuant to announced procedures. The Work Stipend is also intended to assist with transportation and/or other personal costs when working on the College campus.

## **ARTICLE 33. UNRANKED FACULTY EQUITY DATA**

In order to promote race and gender equity, the College will compile an annual report on the demographics of the bargaining unit by race and gender and share it with the Union. The report will track by job classification and by division. The report will be designed to show initial classification placement of new hires; promotion application decision; course assignments; non-teaching special compensation assignments; and total number of semesters of teaching. In addition, the report will include the number of ADA reasonable accommodations requested and granted involving bargaining unit employees each year. The report will note that faculty are not required to self-identify by race, gender or disability.

## **ARTICLE 34. PANDEMIC SUPPLEMENTAL STIPEND**

Each unranked member employed since March 1, 2020 will receive:

- a. An additional lump sum payment equal to what they have previously been paid as the pandemic stipend;
- b. For those employed since January 1, 2022, the new \$50 work stipend will be paid retroactive to January 1, 2022. Pandemic stipend sunsets effective December 31, 2021.



## APPENDICES

### **Appendix A**

#### ***American Association of University Professors (AAUP) Statement on Academic Freedom***

Academic freedom is a special freedom, necessary to the mission of professors in a university. Professional responsibility is its logical correlative. As individuals, professors have the responsibility to conduct themselves in ways that will promote the achievement of the purposes for which academic freedom exists. And as members of a profession possessed of certain rights of self-government, university professors as a group have an obligation to keep their house in order and to take such steps as may be necessary to the fulfillment of their professional mission.

The responsibilities of a faculty member fall into the following four main areas:

1. his or her subjects
2. his or her students
3. the institution of which he or she is a part
4. his or her profession and the community at large

The professor's primary responsibility is to his or her subject—to seek and to state the truth in that subject as he or she sees it. In carrying out this responsibility, it is the professor's duty to guard his or her freedom to inquire, not only against overt assault, but against any personal commitments on his or her part that are incompatible with that freedom. The preservation of the integrity and vitality of their subjects also requires professors to comment on the work of their colleagues and to advise their own or other universities about the appointment, retention, or promotion of individual scholars. It is self-evident that the scholar and teacher will best fulfill this responsibility by attempting, as far as it is humanly possible, to base his or her professional judgments of his or her colleagues exclusively upon their work and upon their contributions, actual or potential, to teaching and inquiry.

The professor's central responsibility to the students is to teach them his or her subject and to do so in accordance with the best standards of scholarship in his or her discipline. A primary duty of the professor with regard to his or her students, accordingly, is to keep abreast of developments in his or her field. A further obligation is to see that the process of teaching and learning is conducted in an atmosphere of free and unhampered inquiry. The professor has a responsibility to his or her students to entertain all relevant questions and to guard the classroom against external pressures, including the student's fear that what he or she does or says in the honest pursuit of intellectual inquiries will affect their rating within a course, future chances of employment, or later standing in the community.

The relationship between teacher and student also has dimensions that reach beyond the classroom. It is clearly incompatible with elementary standards of professional or personal behavior for the professor to use his or her relationship to his or her students to exploit them for his or her own private purposes. Beyond this, the professor is obviously one agent among others in the personal development of his or her students. He or she influences them not only through his or her subject but through his or her own personal deportment and intellectual style, and it is his or her responsibility to keep this consideration in mind. It cannot be a requirement of membership in the scholarly community, however, that the scholar give up legal rights or personal liberties normally enjoyed by other citizens. Any attempt to impose a uniform code of personal behavior on all members of the university faculties endangers the foundations of free scholarship.



It may be assumed that colleges and universities exist for the same purposes that professors exist—namely, the advancement of learning. Accordingly, the primary responsibility of a professor to the institution that employs him or her is that he or she fulfill his or her responsibilities to his or her own field of knowledge and to his or her students. Administrative work, curriculum studies, committee service, and the like are, however, reasonable parts of a professor's duties. It is a responsibility of the institution to see that these burdens do not fall so heavily on particular individuals that they find it difficult to meet their immediate obligations to their subjects or their students. It is equally a responsibility of the individual professor to see that he or she does not sacrifice any one major area of responsibility in an excessive concern with the others. In activities in which the professor engages outside the college or university, it is plainly his or her responsibility to make it plain, when circumstances require, that he or she is acting as an individual and not as a representative of his or her institution or of the scholarly profession. It is also his or her responsibility to measure the amount and character of such work as he or she may do outside the university in terms of his or her primary responsibility to his or her parent institution.

The professor's obligations to the community, like the professor's rights within the community, cannot be less than those of any responsible citizen. His or her responsibility both to his or her profession and to the outside community is plainly the fulfillment of his or her responsibilities to his or her subject, to his or her students, and to his or her parent institution. As a citizen and as a member of a profession that depends upon freedom for its health and integrity, furthermore, the individual scholar also has an obligation to maintain and advance the conditions of free inquiry. This obligation reaches beyond the classroom or laboratory.

## Appendix B

### *AAUP Statement on Professional Ethics*

Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end, professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Appendix C  
Wage Table

*my*

Rank	Per Line Rate Effective <del>8/15/2022</del> 8/16/2022	Per Line Rate Effective <del>08/15/2023</del> 8/16/2023	Per Line Rate Effective <del>8/15/2024</del> 8/16/2024
Adjunct I	\$6,987.52	\$7,162.21	\$7,341.27
Adjunct II	\$8,202.92	\$8407.99	\$8617.19
Senior Adjunct	\$9,660.37	\$9,901.88	\$10,149.43

*MA*

## Appendix D

### *Template Course Teaching Offer*

"Dear faculty member,

Please review this offer for the upcoming semester(s). If you agree to this offer, please accept and "sign" your contract by checking the acceptance box in your Workday Inbox in the Review Faculty Contract task. If the offer terms are not correct, please leave the box unchecked and notify your program chair and Em Meine at [emeine@cca.edu](mailto:emeine@cca.edu).

#### Terms Of Employment

1. This offer incorporates by reference the terms of the most recent collective bargaining agreement between CCA and SEIU Local 1021. This document is available on the CCA Portal.
2. The details of this offer, including faculty status, course teaching assignments, and the amount of your course teaching fixed salary are contained within the section entitled "Faculty Activities." Once the offer has been electronically signed to indicate acceptance of these terms, it will be included in your employee record. The contract will be accessible as a .pdf for your reference in the "Documents" section of your Workday profile.
3. There may be required course related meetings that are compensated by the course salary which take place during Faculty Week. (The criteria for compulsory attendance as defined within each rank's job description is available on Portal: <https://portal.cca.edu/teaching/academic-affairs/union/unranked-job-descriptions/>) You are also invited but not assigned or required (nor paid) to voluntarily participate in all other Faculty Week activities. Faculty Week activities occur during the week prior to the start of the fall semester and the week following the conclusion of the spring semester.
4. It is understood that acceptance of the offer requires that you must timely complete all course teaching-related work associated with each course that is outlined in the Faculty Activities.
5. You are paid on a salary basis that is calculated on the basis of "classroom hours" and the salary payment covers all classroom, preparation, grading, office hours, and other course-related work for the course.
6. The number of "classroom hours" (which term is also known as student contact hours) you will have for each of your teaching assignment(s) is available in Workday in your course section details. The number of assigned classroom hours for your course depends on whether it is tagged as a lecture or non-lecture course. The unranked faculty member can generally expect to work 9 hours per week per course line in semesters in which less than three courses are taught to fulfill all responsibilities of the assignment.
7. One full course "teaching line" as used below in the Faculty Activities section of this course teaching offer is defined as follows: - For undergraduate level courses: a lecture-based course with 45 classroom hours or a non-lecture based course with 90 classroom hours. - For graduate level courses: lecture or non-lecture-based courses with 45 classroom hours. - Classroom hours (and salary) for courses that are not a full line are prorated accordingly. For example; a "two line" non-lecture based undergraduate

course has 180 classroom hours. - Your course details in Workday will indicate whether your course is designated as lecture or non-lecture based.

8. In compliance with the California Healthy Workplace Act, effective 30 days after new employment becomes active, paid sick leave will be provided for absences to the extent mandated by that Act.

9. Faculty offered an appointment for three lines for each of one or two academic years may choose to (but are not required to) accept the appointment and thereby receive annual contracts that make salary payments on a deferred basis in equal semi-monthly payments for a period of 12 months beginning after August 16 of the upcoming academic year and continuing through August 15 of the following year. If you choose not to accept the appointment offer in Workday, then your pay will be disbursed to you as stated in paragraph 7 below and not on a deferred basis.

10. Faculty not on three line appointments will receive eight equal payments that fall between August 16 - December 15 for fall contracts and eight semi-monthly payments that fall between January 16 - May 15 for spring. The number of payments and payment dates for summer contracts vary depending on the start and end dates of the course(s) taught, and are paid in equal installments on a semi-monthly basis. The final installment of course teaching pay for all academic terms is made by no later than the course grading deadline for this academic term and faculty are on course-related duty until that date.

11. Unranked faculty members who perform special assignments will receive a separate offer regarding that work.

12. To indicate acceptance of this offer, you shall electronically sign the document by clicking "I Agree." This must be completed no later than 14 days prior to the first day of the first semester indicated under Faculty Activities. The offer may be withdrawn by notice prior to when you sign and accept the offer within that time."

**Appendix E**  
***Pandemic Side Letter***

**Side Letter - Pandemic**  
**Local 1021 SEIU and California College of the Arts**  
**Unranked Faculty CBA Unit**

**1. Health & Safety Policy**

Bargaining unit unranked faculty can be assigned to work on campus to the extent that is allowable by applicable state and local regulatory mandates, with additionally following the highest safety standards in place and other best efforts safety standards as set forth in the College's interim health and safety Covid-19 related policies.

For those functions that are allowed to occur on campus, the College will take steps that applicable occupational health and safety rules prescribe to protect against contagious illness transmission. Each person who is assigned to work on campus must be provided with the health protection measures required by law.

- The College will not assign work duties under circumstances that would violate County and State regulatory mandates.
- Faculty will be instructed not to come to campus if they are ill, have suspected exposure, are on self-quarantine, have symptoms, or are tested positive for COVID-19.

**2. Worker's Compensation Policy**

HR will report to the College's worker's compensation policy carrier for anyone who reports on-the-job experience of what they worry is COVID-19 exposure within 24 hours of receiving the report from the employee. All unranked faculty who are assigned to work on campus will be informed by email to immediately notify HR and their program chair (by email if possible) if they have such experience. HR will assist the unranked faculty member with application for workers' compensation benefits. The College does not request waiver of workers' compensation benefits for contracting COVID-19 in the course of work for CCA.

**3. Laws**

In the event that the Cities of San Francisco and Oakland adopt different local laws relating to labor standards related to COVID-19, CCA will implement the stronger law for all employees.

If a federal, state, or local regulation related to pandemic safety is revised, upon request the parties will meet to discuss if any changes to this letter are appropriate.

**Appendix F**  
***Job Description***

**California College of the Arts**  
**ADJUNCT I**  
**Faculty Job Description**

Title: Adjunct I Faculty	Part-Time, Exempt
Campus: San Francisco	Draft/Revision Date: May 2022

**Position Summary**

Unranked faculty jobs serve the specific instructional needs of the college. Adjunct I faculty provide students with instruction by ensuring the delivery of designated course content and adherence to stated learning goals for assigned courses.

**Responsibilities Include**

- Maintain competence in the field of instruction (inclusive of staying informed of current developments in that field) and successfully bring this expertise to bear on instruction and the achievement of student learning for all students in the course.
- Attend new faculty orientation, if applicable.
- Develop and/or revise the course section description, syllabus, assignments, activities, curricula, and policies in accordance with all program policies and directives.
- Adhere to the course description as communicated to students by the College.
- Adhere to the course-specific learning outcomes as designated and provided by the Program, and participate in course, program, and college assessment and accreditation activities.
- Prepare for class; plan, coordinate, and lead all classroom activities; and assist students with course materials.
- Regularly monitor student progress, provide feedback and grades to students, and discuss performance with students.
- Exclusively use CCA email addresses and servers for all CCA communications; and during the period of the course obligations, substantively respond to all CCA-related communications within 48 hours.
- Submit a course syllabus adhering to all program and college requirements and input the required textbook information by the deadlines established by the College.
- Submit grades for all students by the deadline established by Student Records.
- Attend meetings related to course teaching obligations when required.



- Apprise the program chair, designated coordinator, program expert, advising staff, and/or administrative staff of any concerns regarding students as needed.

Adjunct I faculty are expected to attend all scheduled course meeting sessions. Additional guidelines regarding faculty absences are outlined in the Faculty Handbook and Collective Bargaining Agreement.

Adjunct I faculty will be evaluated according to the college-wide faculty evaluation process as a method of demonstrating teaching effectiveness.

Adjunct I faculty must apply for promotion review after teaching five course lines at CCA and be awarded promotion by the Provost in order to be eligible to continue teaching at the College. The promotion review process and outcomes are defined in Article 15 of the CBA.

Adjunct I faculty members are expected to abide by all operational policies of the College; however, it is the responsibility of the College to give appropriate advance notice of policy and operational changes, and to include information concerning changes in faculty orientation and training sessions.

#### Minimum Qualifications

- A terminal degree is preferred;
- High quality teaching of four or fewer courses as instructor of record or its equivalent level of student teaching responsibility at an accredited higher education institution; *and/or*
- The equivalent in non-teaching professional experience in the area of the teaching, as judged by the College, is required.

#### Salary

\$6,987.52 per 3 credit course line effective August 16, 2022.

#### Notes

Adjunct I faculty are considered active for three years after the last semester in which they receive a course teaching offer with course assignments. After three years, the faculty member's position is closed, ending any previous accrual towards promotion or other teaching-history based eligibility as outlined in the CBA. Faculty members whose position has closed must be reconsidered for hire by the College in order to teach in subsequent terms.

**California College of the Arts**  
**ADJUNCT II**  
**Faculty Job Description**

Title: Adjunct II Faculty	Part-Time, Exempt
Campus: San Francisco	Draft/Revision Date: May 2022

**Position Summary**

Unranked faculty positions serve the specific instructional needs of the college. Adjunct II faculty provide students with instruction by ensuring the delivery of designated course content and adherence to stated learning goals for assigned courses.

**Responsibilities Include**

- Maintain competence in the field of instruction (inclusive of staying informed of current developments in that field) and successfully bring this expertise to bear on instruction and the achievement of student learning for all students in the course.
- Attend new faculty orientation, if applicable.
- Develop and/or revise the course section description, syllabus, assignments, activities, curricula, and policies in accordance with all program policies and directives.
- Adhere to the course description as communicated to students by the College.
- Adhere to the course-specific learning outcomes as designated and provided by the Program, and participate in course, program, and college assessment and accreditation activities.
- Prepare for class; plan, coordinate, and lead all classroom activities; and assist students with course materials.
- Regularly monitor student progress, provide feedback and grades to students, and discuss performance with students.
- Exclusively use CCA email addresses and servers for all CCA communications; and during the period of the course obligations, substantively respond to all CCA-related communications within 48 hours.
- Submit a course syllabus adhering to all program and college requirements and input the required textbook information by the deadlines established by the College.
- Submit grades for all students by the deadline established by Student Records.
- Attend meetings related to course teaching obligations when required.
- Apprise the program chair, designated coordinator, program expert, advising staff, and/or administrative staff of any concerns regarding students as needed.



Adjunct II faculty are expected to attend all scheduled course meeting sessions. Additional guidelines regarding faculty absences are outlined in the Faculty Handbook and Collective Bargaining Agreement.

Adjunct II faculty are evaluated according to the college-wide faculty evaluation process as a method of demonstrating teaching effectiveness.

Adjunct II faculty must apply for promotion review after 12 semesters of teaching at CCA or ten course lines as an Adjunct II, and be awarded promotion by the Provost in order to be eligible to continue teaching at the College. The promotion review process and outcomes are defined in Article 15 of the CBA.

Adjunct II faculty members are expected to abide by all operational policies of the College; however, it is the responsibility of the College to give appropriate advance notice of policy and operational changes, and to include information concerning changes in faculty orientation and training sessions.

#### Minimum Qualifications

- A terminal degree is preferred;
- High quality teaching of five or more courses as instructor of record or its equivalent level of student teaching responsibility at an accredited higher education institution as judged by the College, is required.

#### Salary

\$8,202.92 per 3 credit course line effective August 16, 2022.

#### Notes

Adjunct II faculty are considered active for three years after the last semester in which they receive a course teaching offer with course assignments. After three years, the faculty member's position is closed, ending any previous accrual towards promotion or other teaching-history based eligibility as outlined in the CBA. Faculty members whose position has closed must be reconsidered for hire by the College in order to teach in subsequent terms.

**California College of the Arts  
SENIOR ADJUNCT  
Faculty Job Description**

Title: Senior Adjunct Faculty	Part-Time, Exempt
Campus: San Francisco	Draft/Revision Date: May 2022

### **Position Summary**

Unranked faculty positions serve the specific instructional needs of the college. The Senior Adjunct faculty rank is a promotion-only category of faculty per Article 15, section B of the CBA. No faculty may be hired at the College at the rank of Senior Adjunct. Senior Adjunct faculty must successfully complete promotion review from the position of Adjunct II.

Senior Adjunct faculty provide students with instruction by ensuring the delivery of designated course content and adherence to stated learning goals for assigned courses.

### **Responsibilities Include**

- Maintain competence in the field of instruction (inclusive of staying informed of current developments in that field) and successfully bring this expertise to bear on instruction and the achievement of student learning for all students in the course.
- Attend new faculty orientation, if applicable.
- Develop and/or revise the course section description, syllabus, assignments, activities, curricula, and policies in accordance with all program policies and directives.
- Adhere to the course description as communicated to students by the College.
- Adhere to the course-specific learning outcomes as designated and provided by the Program, and participate in course, program, and college assessment and accreditation activities.
- Prepare for class; plan, coordinate, and lead all classroom activities; and assist students with course materials.
- Regularly monitor student progress, provide feedback and grades to students, and discuss performance with students.
- Exclusively use CCA email addresses and servers for all CCA communications; and during the period of the course obligations, substantively respond to all CCA-related communications within 48 hours.
- Submit a course syllabus adhering to all program and college requirements and input the required textbook information by the deadlines established by the College.
- Submit grades for all students by the deadline established by Student Records.
- Attend meetings related to course teaching obligations when required.



- Apprise the program chair, designated coordinator, program expert, advising staff, and/or administrative staff of any concerns regarding students as needed.

Senior Adjunct faculty are expected to attend all scheduled course meeting sessions. Additional guidelines regarding faculty absences are outlined in the Faculty Handbook and Collective Bargaining Agreement.

Senior Adjuncts may perform committee or other college-wide service with the permission of the provost as described in Articles 21 and 28 of the CBA. These non-instructional assignments have separate position descriptions or outlines of responsibilities, and are evaluated separately from a Senior Adjunct's faculty position.

Senior Adjunct faculty will be evaluated according to the college-wide faculty evaluation process as a method of demonstrating teaching effectiveness.

Senior Adjunct faculty members are expected to abide by campus operational policies of the College; however, it is the responsibility of the College to give appropriate advance notice of policy and operational changes, and to include information concerning the changes in faculty orientation and training sessions.

#### Minimum Qualifications

- A terminal degree is preferred;
- Outstanding higher education teaching of at least ten course lines as an Adjunct II faculty at CCA, or twelve total semesters at CCA, whichever comes first, is required.
- Outstanding non-teaching professional experience in the subject matters taught at CCA;
- Persuasive evidence of high quality engagement in or service to the external academic or professional community, such as, by way example only, via panels, boards, competitions, conferences, publications, and juries, the particular engagement and service activities to be determined pursuant to the section, "Non-Teaching Professional Accomplishments" in Article 15, section D of the CBA, is required.

#### Salary

\$9,660.37 per 3 credit course line effective August 16, 2022.

#### Notes

Senior Adjunct faculty are considered active for three years after the last semester in which they receive a course teaching offer with course assignments. After three years, the faculty member's position is closed, ending any previous accrual towards promotion or other teaching-history based eligibility as outlined in the CBA. Faculty members whose position has closed must be reconsidered for hire by the College in order to teach in subsequent terms.

The Collective Bargaining Agreement consisting of 40 pages and the Table of Contents is hereby executed.

SEIU Local 1021, AFL-CIO





Nate Green

Nate Green (Aug 5, 2022 12:20 PDT)

California College of the Arts



PROVOST OF THE COLLEGE



