

# COLLECTIVE BARGAINING AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1021, CtW, CLC

And

SAN FRANCISCO ART INSTITUTE

Effective April 1, 2021 - March 31, 2024

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## ARTICLE 1

### PREAMBLE

This agreement is entered into by and between San Francisco Art Institute ("SFAI") and Service Employees International Union, Local 1021, CtW, CLC (the "Union").

It is the purpose of this Agreement to set forth the wages, hours of employment, and other terms and conditions of employment for members of the bargaining unit.

The Union and SFAI value and respect the role of the non-tenure track faculty covered by this agreement as contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for SFAI's students. We believe in effective communications, mutual respect, and meaningful involvement of non-tenure track faculty towards this common objective. The Union recognizes and supports the commitment of SFAI to provide the very best in educational opportunities to all students. SFAI recognizes and respects the Union's commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution, or if applicable, through the National Labor Relations Board.

## ARTICLE 2

### RECOGNITION

#### 2.1 Management/Administrator.

Whenever used in this Agreement, the terms "Management" and "Administrator" mean the administrative staff of SFAI designated to implement and administer the policies of SFAI.

#### 2.2 Exclusive Representative.

SFAI recognizes the Union as the exclusive representative of the employees defined in Section 2.3(a) of this Article, for the purpose of collective bargaining.

#### 2.3 Employee.

##### (a) Employees in the Bargaining Unit:

Whenever used in this Agreement the term "unit member" or "unit employee" or "employee" will mean all non-tenure track faculty employed by SFAI, teaching at least one course in a degree or non-degree program,

excluding Distinguished Visitors (those individuals who are engaged for a short, fixed-term duration and have no expectation of continued service to SFAI). No more than five (5%) percent of courses offered in any semester shall be taught by Distinguished Visitors.

(b) Bargaining Unit Information:

No later than one week following the end of the add/drop period for each semester, Management will provide to the Union a list of the unit members who meet the definition of employee under Subsection (a) of this Section 2.3. Management will subsequently provide an updated list to the Union that includes each employee's name, assignment(s) for the semester (including course title(s)), department, credits per course, pay rate, any non-teaching responsibilities including administrative responsibilities, advising, or grant-writing, SFAI email address, and the semester the employee first taught at SFAI.

All information will be provided electronically to the extent practicable.

### ARTICLE 3

#### DEFINITIONS

3.1 Management/Administrator — the terms "Management" and "Administrator" as used in this Agreement refer to an employee serving in a management or supervisory position.

3.2 Agreement — the term "Agreement" as used in this Agreement means Articles 1-28 and the appendices.

3.3 Bargaining Unit — the term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 2, Recognition, and the appendices.

3.4 Calendar Year — the term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.

3.5 Fiscal Year — the term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30 and includes the summer session that begins immediately prior to the start of the fiscal year.

3.6 Campus — the term "campus" as used in this Agreement refers to SFAI and all its facilities.

3.7 SEIU — the term "SEIU" as used in this Agreement refers to the Service Employees International Union, Local 1021, CtW, CLC or the exclusive representative of the Union.

3.8 SEIU Representative — the term "SEIU representative" as used in this Agreement refers to a unit employee, officers, and staff who have been officially designated in writing as SEIU representatives.

3.9 Day — the term "day" as used in this Agreement refers to a calendar day.

3.10 Workday — the term "workday" as used in this Agreement refers to a day that the unit member works.

3.11 Class — the term "class" means a single scheduled meeting that comprises part of a course.

3.12 Course — the term "course" means the entire semester of classes scheduled for a particular topic or subject matter.

3.13 Degree Programs — the term "degree programs" refers to the B.A., B.F.A., M.A., M.F.A, or Post-Baccalaureate programs. Courses taught for credit which lead to the granting of these degrees/certificate are considered part of the degree programs. All other courses taught at SFAI shall be deemed to be taught in a non-degree program.

## **ARTICLE 4**

### **SEIU RIGHTS**

SEIU shall have the use of an adequate number of designated bulletin boards for the posting of SEIU material. Such bulletin boards shall be visible and accessible to unit employees, and in areas frequented by unit employees.

The SEIU Local 1021 Field Representatives, Chapter leadership and its designees will officially represent SEIU on the campus and will have access to conduct those activities necessary to enforce this Agreement and address grievances on campus property in compliance with SFAI policy and so long as that conduct does not interfere with SFAI policies or an employee's work-related duties. The name of the SEIU Chapter leadership and stewards shall be provided to the Provost or designee.

## **ARTICLE 5**

### **UNION SECURITY AND CHECKOFF**

5.1 Except as provided below, all individuals employed by SFAI and covered by this Agreement and who do 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, beginning no later than thirty-one (31) days after the date of their initial appointment as adjunct faculty covered by this Agreement or after the ratification of this Agreement, whichever is later, 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.

5.2 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 SFAI and the Union, may be made by all adjunct faculty members via the check-off procedure provided by this Article. It is agreed that SFAI 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 SFAI harmless from all claims, actions, or proceedings by an adjunct faculty employee arising from SFAI's actions in accordance with this Article.

5.3 Each payday, SFAI shall deduct from an adjunct faculty member's 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 adjunct faculty member has furnished SFAI a written assignment executed in accordance with the law. The Union will provide SFAI a suitable form for the authorization of this payroll deduction to the adjunct faculty new unit members. SFAI will include that form with their appointment letter.

5.4 SFAI 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 6**

### **MANAGEMENT AND ACADEMIC RIGHTS**

6.1 Management of SFAI is vested exclusively in SFAI. Except as specifically limited by a written provision in this Agreement, the Union agrees that SFAI has the right to establish, plan, direct and control SFAI's mission, programs, courses, enrollment, staffing, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control SFAI operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe SFAI rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays, holiday scheduling and course and class schedules; to assign, re-assign and change work locations; to schedule hours of work; to recruit, hire, promote or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to faculty hiring and retention and student admissions; to introduce new methods of instruction; and to exercise sole authority on all decisions involving academic matters.

6.2 Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of SFAI.

6.3 The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by SFAI.

6.4 No action taken by SFAI with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

## **ARTICLE 7**

### **LABOR MANAGEMENT COMMITTEE**

7.1 SFAI and the Union are committed to an ongoing cooperative relationship which fosters effective ongoing communication and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a joint labor-management committee.

7.2 The Committee shall consist of representatives designated by the Union and representatives designated by SFAI. The Union's representatives must be composed of the unit's shop stewards. Any additional vacancies in the Union representative positions will be selected by the Union and its members. The parties will designate their own representatives to the Committee, including one designee as co-chair. If agreed to by both parties in advance of the meeting, individuals other than the designated representatives may attend a meeting.

7.3 The Committee may consider and make recommendations on matters of general importance to the Union and SFAI including but not limited to: health and safety, training, facilities and resources available to the unit employees.

7.4 Prior to the start of each academic year, the Committee shall schedule three meetings for the fall semester, three meetings for the spring semester, and one meeting for the summer semester, at mutually acceptable dates and times. Additional meetings may be held by mutual agreement. Designated representatives of the Union and SFAI will suggest agenda items one (1) week prior to each meeting. If no agenda items are identified by either party at least one (1) week prior to the designated meeting date, the meeting for that month shall be cancelled. Failure of one or more representatives from either or both SFAI and the Union to attend a designated meeting shall not preclude the meeting from proceeding.

7.5 The creation of this Committee is not meant to preclude SFAI and SEIU from organizing open forums and other discussion groups designed for the purpose of receiving input and addressing issues affecting all of its employees including those covered by this Agreement.

## **ARTICLE 8**

### **ACADEMIC FREEDOM**

Employees shall be subject to the same rules of academic freedom as those that apply to SFAI's tenured and tenure track faculty.

## **ARTICLE 9**

### **EMPLOYEE ORIENTATION AND ONGOING FACULTY MEETINGS**



First-time instructors shall be scheduled to participate in a new employee orientation during the first semester that employee is initially hired to teach. Normally this orientation will be scheduled during the week prior to the first day of classes. SFAI shall make the same space available for SEIU to be used by them immediately following completion of the new employee orientation meeting for the purposes of conducting its own meeting with new employees.

SFAI shall post on its website an official version of this Agreement.

All employees scheduled to teach in any fall semester shall be required to attend a faculty meeting scheduled during the week prior to the start of the fall semester. All employees scheduled to teach in any spring semester shall be required to attend a faculty meeting scheduled during the week following the last class in May. Management in its sole discretion may change the date scheduled for either or both of the aforementioned faculty meetings as it deems appropriate. Regardless of the date selected, all employees must attend those meetings.

## **ARTICLE 10**

### **HEALTH AND SAFETY**

SFAI and the Union are committed to providing a safe working environment for all SFAI employees.

## **ARTICLE 11**

### **PERSONNEL FILES**

SFAI shall maintain employee personnel files and employees shall have a right of access to those files in accordance with California law.

## **ARTICLE 12**

### **OFFICIAL COMMUNICATION BETWEEN SFAI MANAGEMENT AND ALL ADJUNCT FACULTY MEMBERS**

All employees shall receive an official SFAI-designated email address. All official communication between SFAI Management and employees shall be carried out exclusively utilizing SFAI-issued email addresses.

## **ARTICLE 13**

### **DISCIPLINE & DISCHARGE**

During the term of an employee's contract, the employee may be disciplined or discharged for cause. Subject to the specific restrictions contained in this Agreement, Management retains the exclusive right to choose whether or not to offer a new contract to an employee.

## **ARTICLE 14**

## **GRIEVANCE AND ARBITRATION**

14.1 A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and Management.

14.2 An aggrieved Employee or the Union shall present a grievance within twenty (20) working days of its occurrence or discovery, or such grievance shall be deemed waived and may not at any point in the future be pursued under the terms of this Article. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested. An employee may be accompanied by a Union representative starting at Step 2 of the grievance procedure, except that an employee may be accompanied by a Union representative at any investigatory interview that the Employee reasonably believes may result in disciplinary action, including at Step 1 of the grievance procedure.

14.3 The following steps shall be followed in the processing of grievances:

Step 1. The employee shall file the grievance with SFAI's Provost or designee within twenty (20) working days of its occurrence or discovery. If the grievance is not resolved satisfactorily within ten (10) working days thereafter, the grievance may proceed to Step 2.

Step 2. If the grievance is not resolved at Step 1, the employee may request that the Union appeal the grievance to Step 2. The Union shall meet with the grievant and, if the Union deems the grievance to be meritorious, it may file the Step 2 grievance with SFAI's President or designee within ten (10) working days of receipt of the Step 1 response, or within ten (10) working days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the President or designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the President or designee shall respond to the Union in writing within twenty (20) working days of the meeting. If the President or designee fails to respond within twenty (20) working days of the meeting, the grievance may proceed to Step 3.

Step 3. Arbitration. A grievance not resolved at Step 2 may be appealed to arbitration by the Union within ten (10) working days of the Step 2 response. The Union shall request arbitration by giving notice to that effect to the Federal Mediation and Conciliation Service with a copy to SFAI. Unless the parties agree upon the selection of an arbitrator, such selection shall be in accordance with the procedures of the Federal Mediation and Conciliation Service. The arbitrator shall have jurisdiction only over grievances, as defined in this Article, and shall have no authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by SFAI on matters committed

to Management's discretion as stated in this Agreement, including Article 6 (Management and Academic Rights), which are not further abridged by other terms of this Agreement. The decision of the arbitrator shall be final and binding upon the employee, the Union and SFAI. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and SFAI.

14.4 All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

## ARTICLE 15

### NON-DISCRIMINATION

SFAI is committed to equal employment opportunity and a work environment that is free of unlawful discrimination and harassment and will continue to abide by its policies on these topics.

## ARTICLE 16

### ADJUNCT FACULTY CLASSIFICATIONS

There shall be the following classifications for employees covered by this Agreement.

16.1 **Instructor I:** All employees subject to this Agreement shall be initially placed in this classification. All employees in the Instructor I classification shall be hired on a semester-long basis only. These individuals are eligible to be considered for additional teaching assignments after the initial semester as Management deems appropriate. Employees working in this classification are considered probationary. Accordingly, these employees are subject to termination at any time during the semester and have no right to any future offers of employment. These employment decisions are to be made in Management's sole discretion and are not subject to the Grievance and Arbitration provision (Article 14). Employees in this classification will be allowed to teach for a maximum of four semesters within four (4) fiscal years. Prior to the 4<sup>th</sup> semester of teaching, Management shall decide in its sole discretion whether it wishes to offer that individual an opportunity to advance to the classification of Instructor II. This decision shall not be subject to the Grievance and Arbitration provision (Article 14). Individuals teaching in this classification shall be subject to the minimum pay requirements set forth in this Agreement (Article 17).

16.2 **Instructor II:** Employees who successfully advance to the Instructor II classification shall be paid at Step 1 of the Minimum Pay Schedule. The Instructor II classification shall receive a contract for one fiscal year (comprising up to three semesters of teaching, summer, fall, and/or spring). Such a contract shall be for a maximum of four courses per contract year. Contracts shall be offered no later than the Friday during Spring Break for the following fiscal year and must be signed and returned by the employee by the following

Monday two (2) weeks after issuance. If not signed and returned by the employee by the aforementioned date, the contract shall be null and void. Decisions as to whether or not a subsequent one-year contract will be offered to an employee shall be made in SFAI's sole discretion. Employees who have taught a specific course for a minimum of four (4) semesters within a period of five (5) fiscal years will receive good faith consideration for an appointment to teach that same course if said course is offered by SFAI within one (1) fiscal year of the most recent appointment to that course, provided that SFAI intends for that course to be taught by an employee. After the individual has taught a total of six semesters in the Instructor II classification (those semesters do not have to be taught consecutively), that person will be advanced to the Lecturer classification, pending a positive evaluation (with a score of "meritorious" or above) and continued curricular need. A decision not to advance an employee to the Lecturer classification shall be subject to the Grievance and Arbitration procedure.

**16.3 Lecturer:** Employees who successfully advance to this classification shall be paid at Step 2 of the Minimum Pay Schedule. The Lecturer classification shall receive a contract for one fiscal year (comprising up to three semesters of teaching, summer, fall and/or spring). Such a contract shall be for a maximum of four courses per contract year. Contracts shall be offered no later than the Friday during Spring Break for the following fiscal year and must be signed and returned by the employee by the following Monday two (2) weeks after issuance. If not signed and returned by the employee by the aforementioned date, the contract shall be null and void. Decisions as to whether or not a subsequent one-year contract will be offered to an employee shall be made in SFAI's sole discretion. Employees who have taught a specific course for a minimum of four (4) semesters within a period of five (5) fiscal years will receive good faith consideration for an appointment to teach that same course if said course is offered by SFAI within one (1) fiscal year of the most recent appointment to that course, provided that SFAI intends for that course to be taught by an employee. Faculty in this classification will undergo evaluation after eight semesters of teaching, and thereafter following every twelve semesters of teaching.

After the individual has taught a total of eight semesters in the Lecturer classification (those semesters do not have to be taught consecutively), that person will be eligible for nomination to advance to the Senior Lecturer classification, pending a positive evaluation (with a score of "meritorious" or above) and continued curricular need. That nomination shall be made by a group comprising the Chair of the Department in which the Lecturer teaches along with two faculty members selected by the Department Chair who have specialized knowledge in the employee's area of expertise. SFAI's Provost or designee shall in their sole discretion make the final determination as to whether such an individual shall advance to the Senior Lecturer classification. This decision is not subject to the Grievance and Arbitration provision. Lecturers who are not advanced to the Senior Lecturer classification will remain eligible to receive future offers of one-year contracts in the Lecturer classification.

**16.4 Senior Lecturer:** Employees who successfully advance to this classification shall be paid at Step 3 of the Minimum Pay Schedule. All individuals in this classification shall be entitled to a contract to teach for three fiscal years (comprising up to three semesters of teaching each year, summer, fall and/or spring). Those contracts will contain a minimum of two courses and up to a maximum of four courses per year. Contracts shall be offered no later than the Friday during Spring Break for the following fiscal year and must be signed

and returned by the employee by the following Monday two (2) weeks after issuance. If not signed and returned by the employee by the aforementioned date, the contract shall be null and void. Management shall decide whether another three-year contract shall be offered to the employee by February 15 of the last year of the contract. If an employee is not offered another three-year contract because Management has determined that the employee's performance is no longer at an acceptable level (with a score of "below standard" or lower), based on the most recent evaluation, that employee shall not be offered any further assignments. Should another three-year contract not be offered to an employee because of either curricular changes or a decline in enrollment, that employee shall have the option of being placed back into the Lecturer II classification but shall nevertheless retain the Senior Lecturer title and continue to be compensated at the same level that employee had been receiving as a Senior Lecturer. A decision declining to offer a Senior Lecturer a new three-year contract shall be subject to the Grievance and Arbitration procedure. Absent cause, employees who have taught a specific course for a minimum of four (4) semesters within a period of five (5) fiscal years will be appointed to teach that same course if said course is offered by SFAI within one (1) fiscal year of the most recent appointment to that course, provided that SFAI intends for that course to be taught by an employee. All faculty in the Senior Lecturer classification will undergo an evaluation by the end of every six academic years of teaching.

**16.5 Leave of Absence for Senior Lecturer:** Senior Lecturers may request a leave of absence for any purpose for one (1) semester within a three-year contract and such request shall not be unreasonably denied. Any employee permitted to take a one-semester leave of absence shall not receive any compensation or benefits of any kind during such leave.

**16.6 Contents of Adjunct Faculty Contracts:** Regardless of the type or length, all adjunct faculty contracts shall contain at a minimum the following:

- (a) The number of courses to be taught during the length of the contract;
- (b) The title of the position;
- (c) The salary rate;
- (d) The name of the employing department(s);
- (e) The period for which the appointment is effective;
- (f) The name of the Department Chair(s) or other person to whom the employee reports;
- (g) Additional information as set forth in Appendix B.

**16.7 Course Assignments:** The specific course assignments shall be left to the sole discretion of Management. Assignments to teach a course or to provide other services may be made by the Provost or designee, Department Chair, or designee. Assignments shall be made and accepted by either hard copy or electronic notification from and to Management in a format to be determined by Management. The listing of a course in the schedule of classes does not constitute an assignment. Decisions regarding who is taught, what is taught, how it is taught, who does the teaching and the number of students enrolled in a particular course involve academic judgment and shall be made at Management's sole discretion. Nothing in this Article shall preclude an employee from being offered the opportunity to teach a course that is added to the schedule.

16.8 **Course Selection Process:** Input from employees on course assignments shall follow the following procedure:

(a) SFAI shall develop a course preference form for the purpose of receiving input on course assignments and re-assignments including: rooms requested, teaching times desired, courses to be taught, possible time or space conflicts with other courses, use of available facilities in relation to other courses offered within the subject area, input concerning cross-listing, catalogue course descriptions and potential conflicts with courses offering similar content. It shall be the sole responsibility of each employee to complete and submit this form to Management no later than September 30 for the following fiscal year (summer, fall, spring). Department Chairs shall schedule a meeting with its department faculty at some point during each fall semester (on a date to be selected by each Department Chair), for the purpose of receiving input regarding curricular matters. The final decision with respect to all of the foregoing issues shall be left to the sole discretion of Management.

16.9 Definition of "Good Faith Consideration" as used in Sections 16.2 and 16.3 of this Article:

(a) "Good Faith Consideration" shall mean that SFAI will act fairly, sincerely, and reasonably when determining whether an appointment to teach a course will be offered or denied an Adjunct Faculty member. In determining whether the "Good Faith Consideration" standard has been met, the parties agree that reappointment to a specific course may be denied, reduced or subsequently cancelled in the following circumstances:

(i) Elimination or downsizing of a department or program, or a reduction in the number of courses offered in the applicable semester. When more than one section is offered for a particular course, SFAI, in its sole discretion, shall have the right to deny the appointment to teach more than one section of a course in any given semester.

(ii) Cancellation of any course due to under-enrollment or for programmatic reasons, as determined in SFAI's sole discretion.

(iii) Creation of a full-time faculty position that absorbs existing courses previously taught by employees, or any other circumstance in which SFAI determines, in its sole discretion, that a course should be taught by a full-time faculty member.

(iv) Elimination and/or decrease in courses due to changes in curricular requirements or major or minor or program offerings.

(v) Poor performance by an employee, as determined by that person's evaluation file, or the employee's failure to correct a performance problem identified in an evaluation conducted pursuant to this Agreement, or by a Department Chair or designee through prior discussion.

(vi) Discharge, serious misconduct, negligence of duties or conduct by an employee that is outside the scope of their employment at SFAI but, in the reasonable

judgment of SFAI, could adversely affect the employee's ability to teach or to be a member of the SFAI community. Consistent with Article 8 (Academic Freedom), it is understood that any such decision will not be made in violation with the employee's right to academic freedom.

(vii) Availability of an alternative teacher who, in SFAI's sole discretion, either:

(1) demonstrably enhances the diversification of the delivery and breadth of the specific course and/or selection offerings; or

(2) possesses professional qualifications that are demonstratively better suited to teach the specific course and/or section taught by the impacted employee.

(viii) Where an employee would exceed the maximum number of courses permitted in the contract year as set forth in this Agreement.

(ix) Any other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of SFAI, as determined in the sole discretion of management.

(b) For the purposes of determining whether the employee has taught a specific course for a minimum of four (4) semesters within a period of five (5) fiscal years, only those courses taught following May 31, 2014 shall be counted. Notwithstanding the foregoing, any employee who has been placed into the Senior Lecturer classification shall be permitted to count those courses taught prior to the effective date of this Agreement.

**16.10 Public Education Faculty:** Separate and apart from the four classifications identified above, Management shall have the right in its sole discretion to select individuals to teach at SFAI in a classification called "Public Education Instructor." Individuals teaching in this classification will only teach courses offered in a non-degree program. The terms and conditions governing individuals teaching in this classification will be separate and apart from those provided to the three classifications listed above and instead will be governed exclusively under the terms of the contract determined and offered by Management.

**16.11 Evaluations:**

(a) Evaluations are intended to support excellence in teaching, to further academic and professional standards, and to provide for professional development. Management will notify an employee of a concern about an employee's performance as soon as reasonably possible after a Department Chair or equivalent academic unit administrator is made aware of such concern.

(b) Employees will be evaluated by the Chair of a Department in which that individual teaches, and/or their designees from among the full-time faculty or the Assistant Dean of Academic Affairs. If the evaluation is not completed in a timely manner, the evaluation will be deemed meritorious for that Employee. Employees will

normally be reviewed no later than the penultimate semester of their review period (e.g., faculty in the classification described above as "Instructor II" must be reviewed in the 5<sup>th</sup> semester). Academic Affairs will notify employees by the first day of the semester in which they are to be reviewed. The employee must submit, in digital form to the Academic Affairs Office, via the SFAI email system, a file containing all of the following materials by a deadline of one month after the first class meeting of their course during that semester:

- Syllabi from all previous courses taught at SFAI
- Sample course assignments (at least three)
- Samples of student work for the assignments included (labeled by course, semester, and assignment)
- Current CV
- Samples of professional work. Examples of acceptable forms might be:
  - Published articles (pdf)
  - Published books (these may be submitted in hard copy)
  - Portfolio (in digital form; time based work should be limited to 20 minutes total and may include excerpts of longer works)
  - Website
- Self-evaluation statement of 1-2 typed pages, with a focus on publication/exhibition accomplishments and an overview of teaching.

Only those materials submitted by the employee on or before the deadline indicated above shall be subject to consideration.

The Department Chair or designee will choose a date during that semester, mutually agreed upon by the reviewer and the employee, to observe teaching in the classroom.

The Department Chair or designee will review the above file, together with student course evaluations and the findings of the classroom observation, and write a letter to the Provost or designee recommending whether to advance the employee to a new classification, or for re-appointment within the current classification.

(c) Student evaluations will be conducted in accordance with institutional policy.

If concerns raised in student evaluations are deemed by Management to be sufficiently significant so as to impact that employee's future employment, Management will notify the employee and discuss those evaluations with them. SFAI will consider input received from unit members when making revisions to its student evaluation form. The ultimate decision as to the contents of the evaluation form to be utilized will be made in Management's sole discretion but only after first consulting with the Labor Management Committee about these revisions. Employees may choose to allow class time for completion of student evaluations.

#### 16.12 Criteria for Evaluations:

Teaching (a) Adjunct faculty employees will be evaluated based upon three criteria:



Performance and Effectiveness, Professional Activity, and Administrative Responsibilities. Details with respect to that criteria is set forth in "Appendix A." Each criterion will be weighted as follows:

- (i) Teaching Performance and Effectiveness — 55 - 65%
- (ii) Professional Activity — 25 - 35%
- (iii) Administrative Responsibilities — 10%

(b) Each candidate shall determine the percentages within the range set forth in Section 16.13(a); the total for Teaching Performance and Effectiveness and Professional Activity must together equal 90%.

(c) The reviewer will use the Assessment Categories and Criteria Checklist (Appendix A) in formulating the final evaluation. A scale rating of 1 - 5 will be used for each assessment category as follows:

- 5 - Outstanding
- 4 - Meritorious
- 3 - Standard
- 2 - Below Standard
- 1 – Unsatisfactory

(d) The Assessment Categories and Criteria Checklist set forth in Appendix A will be defined jointly by the Labor Management Committee and SFAI's Provost or designee with the final decision made by the Provost or designee.

**ARTICLE 17**

**COMPENSATION**

Level	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
Instructor I	6,050	6,655	7,321
Instructor II	6,353	6,988	7,687
Lecturer	6,875	7,563	8,319
Sr. Lecturer	7,700	8,470	9,317
All rates are per Contract Unit			

As of the Effective Date of this Agreement, any Employee who is currently receiving compensation in excess of the applicable per Contract Unit rate listed above, will nevertheless maintain their current compensation. Any future increases in compensation for such an individual will be based upon promotion into a higher classification.

## **ARTICLE 18**

### **COURSE CANCELLATION PAYMENTS**

Management shall have in its sole discretion the right to cancel courses as it deems appropriate. For any course that had been previously scheduled to be taught in a degree program which Management elects to cancel within fourteen (14) calendar days prior to the first day of a scheduled class, a cancellation fee shall be paid to the affected employee equal to 10% of the amount that was to be paid to that employee for teaching that course. For any course scheduled to be taught in a degree program which is cancelled after the first class has taken place, the employee shall receive pro rata compensation based upon the number of classes taught prior to the course cancellation. No cancellation fee shall be paid so long as the affected employee is notified more than fourteen (14) calendar days in advance of the first day of the scheduled class.

## **ARTICLE 19**

### **SPECIAL COMPENSATION**

19.1 Service Stipend: During any semester in which an employee teaches a course at SFAI, they shall receive a special stipend in the amount of \$125 for providing any of the following services:

(a) Employees teaching in a given semester may be asked to provide 1 guest lecture in another instructor's course without additional compensation. If an employee is asked to provide more than 1 guest lecture in a given semester, they shall receive the stipend;

(b) Participation as a critic in Senior Review Seminar.

19.2 Service Stipend: During any semester in which an employee teaches a course at SFAI, they shall receive a special stipend in the amount of \$250 for providing any of the following services:

(a) Participation in SFAI's first-year student mentor program;

(b) Participation in SFAI's admissions review process;

(c) Participation in SFAI's prospective students' interview process;

(d) Participation in SFAI's MA thesis review process as a Reader (however, if the employee is already serving as Instructor of Record for the MA Thesis Course, then that

individual is considered a Reader on the MA Thesis Committees of all students enrolled in the course and as a result, that individual shall not be entitled to this service stipend);

- (e) Scoring of Writing Placement Exams (up to 10 exams);
- (f) The provision of any other special services as approved in advance by Management.

19.3 Service Stipend: During any semester in which an employee teaches a course at SFAI, they shall receive a special stipend in the amount of \$350 for providing any of the following services:

- (a) Participation in SFAI's Directed Studies or an Honors Studio;

19.4 Service Stipend: During any semester in which an employee teaches a course at SFAI, they shall receive a special stipend in the amount of \$500 if appointed by the Provost or designee to serve as Chair of an MA Thesis Committee. Only Senior Lecturers are eligible to be selected as MA Thesis Committee Chairs. If a Senior Lecturer is already serving as the instructor of record for the MA Thesis Course, then that individual is considered a Reader on the MA Thesis Committee of all students enrolled in the course and as a result, that individual shall not be entitled to this service stipend.

19.5 Participation in SFAI's MFA Thesis Reviews, as follows:

- (a) An employee teaching a graduate course is expected to participate in one full day of MFA Reviews (9am-5pm), in lieu of teaching during review week;
- (b) SFAI may request employees who are teaching a graduate course to participate in an additional day of MFA Reviews (9am-5pm) with compensation of \$200;
- (c) SFAI may request employees who are not teaching a graduate course in a given semester to participate in MFA Reviews (9am-5pm) with compensation of \$200 per day of reviews;
- (d) SFAI may request employees to act as "Facilitator" with compensation of \$150. Facilitation requires writing up to a maximum of 8 narrative evaluations of students;

19.6 Management, in its sole discretion, shall be responsible for appointing individuals to provide any of the services identified above.

19.7 The need to provide a service stipend for any services beyond those identified in this Article shall be discussed and agreed to by the Labor Management Committee.

## **ARTICLE 20**

### **INSTRUCTIONAL EXPENSES, HONORARIA AND DEVELOPMENT GRANTS**

20.1 Classroom Expenses: Employees seeking reimbursement for classroom expenses may be granted at the discretion of Management and pursuant to SFAI policy.

20.2 Guest Lecturer Honorarium: Any employee who serves as a guest lecturer in the class of another employee's course shall be paid in accordance with SFAI policy. An employee may request that an outside guest lecturer receive an honorarium and that request may be granted at the discretion of Management and pursuant to SFAI policy.

20.3 Faculty Development Grants: Employees may request reimbursement for those costs associated with the development of their art, scholarship and teaching. SFAI's Provost or designee, in their sole discretion, shall determine whether any or all of such requests for reimbursement shall be granted.

## **ARTICLE 21**

### **HEALTH BENEFITS**

SFAI will continue to make those payments required by Healthy SF for all eligible employees.

In addition, effective with the fall 2021 semester, SFAI will make a \$250 contribution per semester to the San Francisco City Option/Medical Reimbursement Account on behalf of any adjunct faculty member who teaches one class in that semester. In order for any such adjunct faculty member to be able to access those funds, that adjunct faculty member must register with the City Option/MRA and complete an MA Transfer Request form.

## **ARTICLE 22**

### **LEAVES**

(A) Jury Duty: Any adjunct faculty member who is selected for jury duty during the term of an academic semester shall be eligible for paid time off up to a maximum of 5 consecutive working days per calendar year. Any additional jury duty leave required shall be granted without compensation.

(B) Family and Medical Leave: Unpaid leave shall be granted to adjunct faculty members who are eligible for leave pursuant to applicable federal and state law including the Family and Medical Leave Act, California Family Rights Act and California Pregnancy Disability Act.

(C) Bereavement: Adjunct faculty shall be granted a maximum of 5 consecutive paid days off in the event of the death in the employee's immediate family defined as spouse, domestic partner, daughter, son, foster child living in the same home, sister, brother, mother, father, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, stepsister, stepbrother, step children and grandchildren of the employee or domestic partner.

## **ARTICLE 23**

## **IMPACT OF CBA ON INDIVIDUAL TEACHING CONTRACTS**

The Parties recognize that prior to the Effective Date of this Collective Bargaining Agreement, Employees have entered into Individual Teaching Contracts with SFAI. This Agreement shall serve to modify those contracts in order to ensure they are in full compliance with this Agreement. To the extent a conflict exists between this Agreement and Individual Teaching Contracts, the terms and conditions of this Agreement shall apply.

### **ARTICLE 24**

#### **NO STRIKE / NO LOCKOUT**

24.1 The Union agrees that it will not call, instigate, engage or participate in, encourage, approve, or endorse, nor will it permit any employee to call, instigate, engage or participate in, any strike; sympathy strike; sit-down; slow-down; demonstration that interferes with or disrupts the normal operations of SFAI as a result of the Union or employee's actions; withholding of or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act); or any other interference with or stoppage of work by employees. Any employee engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, up to and including discharge.

24.2 In the event that any employee violates the provisions of Section 24.1, the Union shall immediately use every reasonable means at its disposal to persuade employees who participate or engage in any such action to cease such action and return to full, normal, and timely work, including the distribution to the employees and SFAI, within twenty-four (24) hours of notice of a violation of this Article by SFAI to any Union officer or to the Union offices, of a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be discontinued immediately.

24.3 SFAI agrees that it shall not lock out any of the employees covered by this Agreement.

### **ARTICLE 25**

#### **SCOPE OF AGREEMENT**

Management and the Union acknowledge and agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the NLRA imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the full understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments, or modification, must be mutually agreed upon in writing and signed by both parties.

## **ARTICLE 26**

### **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 a conflict with applicable law or to give rise to a reporting obligation to the U.S. Department of Labor, such invalidity or reporting obligations shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.


## **ARTICLE 27**

### **TERM OF AGREEMENT**

This Agreement becomes effective as of April 1, 2021, and shall continue in full force and effect until March 31, 2024. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than sixty (60) days prior to March 31, 2024 or March 31<sup>st</sup> of any succeeding calendar year.

THE SAN FRANCISCO ART INSTITUTE

Dated: July 27, 2021 \_\_\_\_\_

By:   
Jennifer Rissler, PhD.  
Vice President and Dean of Academic  
Affairs (CAO)


SAN FRANCISCO ART INSTITUTE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen J. Hirschfeld  
Chief Spokesperson  
HIRSCHFELD KRAEMER LLP

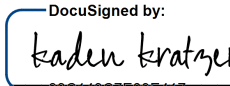
SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021, CtW, CLC

Dated: 1/13/2022 \_\_\_\_\_

By:   
Nato Green  
Collective Bargaining Coordinator

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021, CtW, CLC

Dated: 1/14/2022 \_\_\_\_\_

By:   
Kaden Kratzer  
Education Director

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021, CtW, CLC

Dated: 1/15/2022 \_\_\_\_\_

By:   
David Canham  
Executive Director

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021, CtW, CLC

Dated: 1/14/2022 \_\_\_\_\_

DocuSigned by:  
By: Angela Thomas  
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Angela Thomas  
Field Representative

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021, CtW, CLC

Dated: \_\_\_\_\_

By: Alaina J. Gilchrist  
Alaina Gilchrist  
Union Counsel

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021, CtW, CLC

Dated: 1/13/2022 \_\_\_\_\_

DocuSigned by:  
By: Elizabeth Travelslight  
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Elizabeth Travelslight  
SFAI Adjunct Faculty Member

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021, CtW, CLC

Dated: 1/13/2022 \_\_\_\_\_

DocuSigned by:  
By: Amy Berk  
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Amy Berk  
SFAI Adjunct Faculty Member

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021, CtW, CLC

Dated: 1/15/2022 \_\_\_\_\_

DocuSigned by:  
By: Marian Wallace  
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Marian Wallace  
SFAI Adjunct Faculty Member

Dated: \_\_\_\_\_



## Appendix A

### Evaluation Criteria Checklist

#### 1. Teaching

A. Ability to impart to students the principles that are basic to the subject and to inspire and stimulate a creative engagement with these principles:

- i. Review of syllabus for each course where a syllabus is appropriate
- ii. Student evaluations of teaching (to be read only by faculty, Provost or designee, and Peer Review Panel). Only accumulated aggregate evaluation data will be used for advancement considerations.
- iii. Review of the appropriateness of teaching methodology and its effectiveness.

B. Teaching responsibilities

- i. Meeting classes on time and as scheduled
- ii. Attending to material needs of the courses (ordering equipment, supplies, arranging for trips, scheduling guests, etc.)
- iii. Demonstrated concern for equipment maintenance and safety for students
- iv. Timely preparation of accurate course descriptions
- v. Timely preparation of detailed course syllabus and distribution to students
- vi. Timely and thorough grading and evaluation of students
- vii. Sufficient information on course requirements provided to students so that they can fulfill requirements

C. Relationship to the educational goals and general needs of the institution

- i. Overall assessment of faculty member as they relate to the institution
- ii. Contribution to program development; developing new courses
- iii. Relationship of course goals to program goals

D. Directed Studies

E. Other

2. Professional Activity

A. Exhibitions

i. Solo (International, national, local and type of venue)

ii. Group (International, national, local and type of venue)

B. Books

C. Journal and magazine articles

D. Catalogs

E. Performances, screenings

F. Developing media/software

G. Reviews

H. Curating exhibitions

I. Editing books, journals

J. Conference presentations

K. Visiting Artists

L. Lectures

M. Grants, awards, honors

N. Research

O. Educational advancement (classes, degrees, conferences)

P. Other

3. Administrative Responsibilities

A. Answers communications from Management in a timely and professional fashion

B. Meets deadlines for forms, signed contracts, and other requested materials.

C. Submits syllabi (electronically for each course taught by dates outlined in the course contract.

D. Follows and supports compliance with SFAI policies for course enrollment, such as add/drop and wait-listing.

E. Maintains proper records of student progress in order to facilitate Incompletes, Withdrawals, Grade Appeals, and Academic Appeals.

F. Completes administrative requirements in a timely and professional manner:

- i. Annual updates to website bio
- ii. Midterm and Final Grade Submission
- iii. Mandatory Student Attendance Reporting
- iv. Course-related forms, including Materials and Honoraria Requests, Reserve Requests, Textbook Requests, and other forms as applicable
- v. Other requirements as assigned

G. Where applicable: follows SFAI policies regarding safe use of materials and facilities, both for the instructor and for students in the class. Does not introduce unapproved materials into the studio facilities.

H. Follows and supports compliance with academic and other campus policies outlined in the Student and Campus Handbook and the Faculty Handbook

## Appendix B

### Adjunct Faculty Contract

This Employment Agreement (“Agreement”) is entered into by and between San Francisco Art Institute (“SFAI”) and FIRST NAME LAST NAME (“you”).

SFAI is pleased to offer you an adjunct faculty position in the \_\_\_\_\_ classification, for \_\_\_\_\_ semesters, effective as of \_\_\_\_\_ and continuing through to \_\_\_\_\_.

Your position is covered by the Collective Bargaining Agreement entered into between SFAI and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, CtW, CLC (“Union Contract”). The Union Contract sets forth your compensation and benefits and other terms and conditions of employment.

Please understand that in addition to the terms and conditions set forth in the Union Contract, you are expected to comply with all SFAI policies and procedures and code of conduct. Any breach or violation by you of these policies or code shall be grounds for discipline up to and including termination.

1. Administrative Duties:

- a) You are required to submit a syllabus for each course that you are assigned by a deadline of one week prior to the first day of the semester. All syllabi should be submitted electronically to the Director of Academic Administration.
- b) If you are requiring students to purchase textbooks for your course(s), you are responsible for submitting your required and recommended textbooks in advance of summer and fall registration, in compliance with the Higher Education Opportunity Act Provision, to the Academic Affairs Office no later than the deadlines published by Management.
- c) You are responsible for submitting the following to the Registrar’s Office by the deadlines published by Management:
  - (1) Attendance for each class meeting for the entire semester
  - (2) Mid-term grades for each student in your course(s)
  - (3) Final grades for each student in your course(s)
  - (4) Incomplete work due to faculty
  - (5) Incomplete grade changes for any applicable student(s)
- d) You are required to facilitate student evaluations of your course(s) at the end of each semester in compliance with assessment and accreditation protocols directed by Academic Affairs.
- e) You are required to use exclusively your SFAI email account for all SFAI related correspondence with SFAI students, faculty and staff.

2. Business Expenses: SFAI will reimburse you for preauthorized business expenses approved by the Chief Academic Officer (CAO) or designee.

3. SFAI Property. During and after your employment, you will not use any SFAI property for any purpose other than for the benefit of SFAI. Except for business uses related to the performance of your job, you will not remove from SFAI premises any SFAI property without written consent of your manager. At the termination of your employment, or at any time at the request of SFAI, you will return all SFAI property and any copies of SFAI property.

4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

If you are willing to accept the terms of this Agreement, please sign as indicated below and return this document no later than \_\_\_\_\_ to the Director of Academic Affairs. Failure to return this document by that date will deem this Agreement null and void.

ACCEPTED AND AGREED TO:

The San Francisco Art Institute

Dated: \_\_\_\_\_ July 27, 2021

By: \_\_\_\_\_ 

Jennifer Rissler, PhD

Vice President and Dean of Academic Affairs (CAO)

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Employee Name]

## Appendix C

### COVID Side Letter

In the interests of promoting public health and safety, preventing the spread of COVID-19 in workplaces, minimizing financial hardships on Bargaining Unit Faculty Members, and continuing the education of our students, SEIU Local 1021 (“the Union”) and SF Art Institute (the “Employer” or “SFAI”) enter into this Side Letter for the adjunct faculty union and hereby agree to the following conditions:

#### 1. Remote Work & Job Security

- A. SFAI is allowing limited in person teaching, consistent with health and safety guidelines, beginning in the summer 2021 semester and continuing through fall 2021 and spring 2022.
- B. Teaching, including remote work, in the 2021-22 academic year shall be considered paid work status and shall be paid in accordance with the terms of the Collective Bargaining Agreement.
- C. In the event that a Bargaining Unit Faculty Member is unable to complete teaching their course, SFAI will assign another current employee to finish the course, who will be paid their regular per course rate pro-rated by the number of instructional weeks they teach.
- D. Bargaining Unit Faculty Members who are conducting remote instruction shall be provided with the necessary equipment, materials, services, technology, software, directions, and training to deliver remote instruction effectively. Bargaining Unit Faculty Members may submit requests for necessary equipment, materials, services, directions, and training to carry out their assigned duties for an academic year 2021-22 course assignment, which SFAI shall reasonably consider.
- E. Upon advance approval from SFAI, Bargaining Unit Faculty Members assigned to train other faculty or staff on remote teaching methodology will be paid \$50/hour as special compensation. SFAI and the Union shall confer about the rate of payment for hours already incurred prior to the date of this Agreement.
- F. Any lectures, slides, recordings, or other work product created by Bargaining Unit Faculty Members to deliver instruction remotely will remain their intellectual property, and may not be used by SFAI for any other purpose without express written agreement.
- G. Bargaining Unit Faculty Members shall maintain confidentiality as required by the Employer while working remotely. These requirements include:
  - a. All work for SFAI shall be conducted on a secured (password protected) internet connection or hotspot; and

- b. Bargaining Unit Faculty Members shall follow all IT guidance from SFAI regarding remote instruction and security (i.e. utilization of Zoom and other resources).

**2. Absence for Health and Safety**

- A. When any Bargaining Unit Faculty Member is directed not to work due for reasons related to COVID-19 by SFAI and/or by order of any Federal, State or Local agency, the employee shall receive full pay and benefits as required by law for so long as SFAI and/or the Federal, State or Local agency requires the Bargaining Unit Faculty Member not to work. No Bargaining Unit Faculty Member will be charged sick leave if they are quarantined for health and safety reasons due to COVID-19 but can continue to work remotely (such as for asymptomatic individuals).
- B. If an employee is unable to perform work remotely due to their own COVID-19 related illness, they are encouraged to complete an online California State Disability or Paid Family Leave claim. The standard one-week unpaid waiting period has been waived pursuant to the Governor's Executive Order. Bargaining Unit Faculty Members are encouraged to review the FAQs provided by the Employment Development Department for guidance on what programs are available and what situations may be applicable to their circumstances. This information can be found at: [https://www.edd.ca.gov/about\\_edd/coronavirus-2019.htm](https://www.edd.ca.gov/about_edd/coronavirus-2019.htm)
- C. SFAI shall not require Bargaining Unit Faculty Members to provide verification of COVID-19 diagnosis for the purpose of taking time off under this section. Nothing in this paragraph prohibits the Employer from requiring employee to report possible or confirmed COVID-19 exposures.
- D. If a Bargaining Unit Faculty Member is unable to finish teaching via remote learning due to COVID-19 related circumstances, the courses the Bargaining Unit Faculty Member was assigned to teach will count as courses taught by that Bargaining Unit Faculty Member for all purposes under this Agreement.

**3. Absence for Family Care**

- A. If a Bargaining Unit Faculty Member is unable to work remotely due to their family member's COVID-19 illness, the Bargaining Unit Faculty Member is encouraged to apply for all applicable state and/or federal COVID-19 related assistance including filing a California State Disability or Paid Family Leave claim. The standard one-week unpaid waiting period has been waived pursuant to the Governor's Executive Order. Bargaining Unit Faculty Members are encouraged to review the FAQs provided by the Employment Development Department for guidance on what programs are available and what situations may be applicable to their circumstances. This information can be found at: [https://www.edd.ca.gov/about\\_edd/coronavirus-2019.htm](https://www.edd.ca.gov/about_edd/coronavirus-2019.htm) .

**4. Union Rights**

- A. If not covered by an SFAI community message, SFAI shall notify the Union of the following if there is an impact on the Bargaining Unit for the duration of this Side Letter:
  - a. Any anticipated closures or cancellation of events/services; or
  - b. Any changes to plans or protocols the Employer intends to make.

**5. Successorship & Recall Rights**

- A. In the event that SFAI decides to sell, transfer, merge, relocate, re-name, or otherwise change its corporate legal status in a manner that would impact the Bargaining Unit Faculty Members, it will provide the Union with sixty days written notice to bargain over the effects of the decision.
- B. The Employer agrees that Bargaining Unit Faculty Members assigned to teach in 2021-2022 will be offered the opportunity to teach any future courses offered by the Employer first prior to the hiring of new adjunct or non-tenure track faculty, at that Bargaining Unit Faculty Member's current rate of pay in 2021 (or higher) for comparable courses, provided that they are qualified. Consistent with the collective bargaining agreement procedures for assigning courses, Bargaining Unit Faculty Members may also be offered assignments to teach community education or other non-degree classes at a rate to be negotiated by SFAI and SEIU. SFAI will maintain SFAI email addresses for all Bargaining Unit Faculty for two years for the purpose of offering future teaching opportunities. Bargaining unit faculty will have twenty-one (21) days to respond to an offer to teach a course.

**6. Transparent Decision-Making**

- A. SFAI is committed to transparency and will timely ask Union leadership for input and will communicate the results of decisions affecting Bargaining Unit Faculty Members,

SFAI commits to working with SEIU Local 1021 to achieve long-term financial stability and enduring job security for adjunct faculty.