

Additional Terms and Conditions for Multi-Year Contracts for Adjunct Faculty

These Terms and Conditions are incorporated into, and are part of, all multi-year contracts by and between the School of the Art Institute of Chicago (hereafter, "SAIC" or the "School") and an individual adjunct faculty member (hereafter, "you" or the "faculty member").

1. Guarantee

- a. Your individual multi-year contract defines your Guarantee as an offer for either two or three three-credit courses, or the equivalent number of credit hours per year, to be taught in the fall and/or spring semester, for each year of the term of this contract.
- b. The Guarantee is not for any particular courses; it is only for the number of credit hours.
- c. SAIC will fulfill the Guarantee, as defined in your multi-year contract, by offering you the specified number of credit hours each year, with the specific course offers based on factors such as your previous teaching assignments, requests you may have submitted, and the needs of the department and the School. Course offers are within SAIC's discretion, but SAIC will use reasonable efforts to accommodate your preferences and will consult with you to attempt to find appropriate course assignments.
- d. If during the term of the contract, SAIC is unable to offer you the guaranteed number of credit hours in a given year or chooses not to do so, because of new hires, changes in the curriculum, or any other reason other than either low enrollment or unanticipated under-enrollment as defined in Section 8, SAIC will pay you 100% of the per course rate so that you receive full compensation for the guaranteed number of credit hours.
- e. If you do not accept a course assignment after SAIC makes reasonable efforts to accommodate your preferences and to consult with you to find a course that is satisfactory, SAIC will be considered to have fulfilled its guarantee obligations as to the number of credit hours offered and not accepted, and is not required to pay you for those credit hours.
- f. Final decisions on course offers and decisions to pay 100% of the per course rate rather than offering the guaranteed number of credit hours are not subject to appeal or grievance.
- g. The Guarantee is for teaching and does not cover release time (i.e., if you engage in activity for which release time is given you must still teach the courses covered by the Guarantee and the release time would be in place of an additional course).

2. Course Cancellation and Change in Teaching Assignments

a. Reasons Other Than Low Enrollment or Unanticipated Under-Enrollment

If SAIC assigns a course to you and then cancels the course for any reason other than either low enrollment or unanticipated under-enrollment as defined in Section 8, or if SAIC reassigns the course to a faculty member other than you, and if the cancellation or reassignment means that you will be teaching fewer than the guaranteed number of credit hours, then SAIC will attempt to assign you to a different course in a reasonable period before the start of the term and you will make a reasonable effort to teach that course. If there is no reasonable reassignment or you decline to teach the reassigned course, SAIC will pay you 100% of the course rate for the canceled or reassigned course. No additional cancellation fee will be due.

b. Cancellation for Low Enrollment

If a course is canceled due to low enrollment and the cancellation due to low enrollment means that you will be teaching fewer than the guaranteed number of credit hours, SAIC will attempt to assign you to a different course in a reasonable period before the start of the term and you must accept the reassignment if reasonably feasible. If there is no reasonable reassignment, you may choose either to accept a cancellation fee to the extent provided in the Course Cancellation Fee for Part-Time Faculty policy in effect at the time of the cancellation (the "Cancellation Fee policy") or to owe a course. If you choose to owe a course, you will be paid for the canceled course and will have to teach a course as assigned by SAIC in a subsequent semester, without additional pay, in addition to your courses covered by the Guarantee. You will teach the owed course in the term following the term in which the cancellation occurred to the extent possible and you may have to teach an owed course in any term, including summer and winter terms. If the per course pay rate has increased by the time you teach the owed course, SAIC will pay you the per course rate in effect when the original course was canceled, not the new per course rate. If you owe a course at the end of your three-year contract and you receive a new contract of any length, you will continue to owe the course under the new contract. If you owe a course at the end of your three-year contract and you do not receive a new contract of any length, the owed course is forgiven. If you voluntarily leave SAIC with an outstanding owed course (i.e., you resign during the course of a three-year contract or you are offered a new contract of any length and decline it), you will be responsible for reimbursing SAIC for 65% of the per course rate you were paid for the canceled course that you did not make up.

c. Cancellation or Reassignment When Guarantee is Met

For the sake of clarity, Sections 2.a and 2.b apply only if the canceled course is covered by the Guarantee. If the canceled course is not covered by the Guarantee (for example, an additional course during the academic year or a summer term course), then any payment would be as provided in any other applicable policy, such as the Course Cancellation Fee for Part-Time Faculty policy.

3. Responsibilities

You will devote your time, attention, skill, and efforts to the faithful performance of your duties and will perform your duties in accordance with applicable School policies and procedures. The responsibilities set forth below apply to any services you may perform for SAIC during the term of your multi-year contract, including teaching that is in addition to the Guarantee (e.g., an additional course during the academic year or teaching during winter or summer term).

a. Teaching

- i. Teaching. You will teach the courses as assigned in the Letter of Appointment, including any modifications. You are required to meet all classes and formal advising assignments for graduate projects on time and to remain for the stated period of time or its equivalent. Your teaching responsibility entails additional time for preparation, for advising and consulting with students, and for submitting reports to administrative offices as required. Grades must be submitted to the Registrar within 24 hours of the last scheduled class.

If your appointment is for courses offered in the fall or spring term, then your appointment and compensation are based on the equivalent of 15 weeks per semester (30 weeks per academic year). If your appointment is for courses offered in the winter interim or summer, then your appointment and compensation are based on the equivalent of 15 class meetings per session. Each three credit hour course load requires nine hours of work per class meeting (Studio: six hours in class/three hours class preparation; Lecture: three hours in class/six hours class preparation).

- ii. Faculty Absences and Substitute Teaching Policy. Unless prevented from doing so by an emergency, you must give your Department Chair and your Administrative Director reasonable advance notice of any absence. If you anticipate an absence, you must obtain a substitute teacher in consultation with your Department Chair as provided in the Substitute Teaching Policy.

- iii. Classroom. You are required to assist in keeping classrooms and studios in good order.
- iv. Critiques. You are required to participate in one or more critique panels during Critique Week each semester, unless you teach in an exempt department that holds classes during critique week.
- v. Letters of Recommendation. You must write a reasonable number of recommendation letters each year in response to student requests.

b. Non-Teaching

If your Letter of Appointment includes a non-teaching assignment, then you agree to perform the duties set forth in the Letter of Appointment.

c. Other

You also have the following additional responsibilities:

- i. Meetings and Training. You are required to participate in one departmental faculty meeting per department in which you teach per semester and to satisfactorily complete any training that the School identifies as mandatory for faculty.
- ii. Health and Safety. You are required to adhere to all fire, safety, and security regulations and encourage others to do so. Please note that neither smoking nor consumption of alcoholic beverages is allowed on campus.
- iii. Professional Involvement. You are expected to be a practicing artist, designer, or scholar.
- iv. Current Resume. Once a year, you must submit an updated resume to the Faculty Employment Resources office, review and update the description of your professional work available on the School's website for access by the School community and public, and provide relevant documentation of your professional work for SAIC's library.
- v. SAIC email account. Throughout the term of your contract, you are required to maintain and regularly monitor an SAIC email account (saic.edu) and to use it for all communication with SAIC and with SAIC students. SAIC sends important notices via the SAIC email account and assumes you have received any notices sent to you via your SAIC email account. You will also need an active SAIC email account to enter the Self Service area and Canvas (Canvas Faculty Guide: <http://guides.instructure.com/s/2204/m/4152>) to access your student rosters, facilitate student communication, post assignments, and enter final grades.
- vi. Faculty Handbook and School policies. You will comply with the School's Faculty Handbook, Faculty Handbook Supplement and Faculty Handbook

Legal Supplement, as amended from time to time, available online at www.saic.edu/faculty. You will also comply with all other employment-related policies, practices and regulations of the School.

4. Additional Services

For any additional services not specified in your Letter of Appointment, such as supervising independent studies and substitute teaching, you will receive additional pay consistent with the applicable policy then in effect, provided that the additional services were approved in writing in advance. Any activities undertaken without advance written approval are not considered approved and may not be compensated.

5. Conditions of Employment

Your employment is conditioned on the items listed below. SAIC, in its sole discretion, shall determine whether these items have been satisfactorily completed. If SAIC determines that you have not satisfactorily completed these items, any contract between you and SAIC will be null and void.

- a. Background check conducted by or satisfactory to SAIC.
- b. Verification of all higher education credentials. You must submit an official transcript for each degree or credential that you have received to the Faculty Employment Resources office. If you complete any additional degree(s) or credential(s) while employed at the School, you must submit an official transcript for any such additional degree(s) or credential(s).
- c. Eligibility to work legally in the United States.

6. Leave During Term of Contract

Approved leave during the term of your contract will not extend the term to account for the period of the leave. Rather, the start and end dates set forth in the contract will remain in effect. A leave of absence for health or family reasons, or for professional activities, will not negatively affect the adjunct's opportunity for contract renewal.

7. Dismissal During Term of Contract

You may be dismissed during the term of your contract as provided in the Faculty Handbook Supplement.

8. Effect of Unanticipated Under-Enrollment

Notwithstanding any other terms of your contract (including these Terms and Conditions) or the Policy on Multi-Year Contracts for Lecturers, the following applies in the case of unanticipated under-enrollment:

a. Graduate Under-Enrollment

If by June 1 the anticipated incoming class in a given graduate degree or program for the upcoming fall term is less than 75% of the enrollment goal established in the graduate admissions goals document presented to the Budget Planning Committee by the prior November 1, then if you taught at least one course in the affected department or program in the just ended academic year, SAIC has the discretion to reduce the Guarantee in your contract, declare your contract null and void, or leave the contract as is.

In making these determinations, the School will consider curricular need; rank; and length of service within rank when feasible; and will give priority to faculty members on multi-year contracts when feasible.

If you are affected by this term, the School will pay you the cancellation fee in the Course Cancellation Fee for Part-Time Faculty policy then in effect for each guaranteed course you lose for one academic year.

b. Undergraduate Under-Enrollment

If by June 1 the anticipated first-time freshman headcount enrollment for the upcoming fall term is less than 90% of the enrollment goal used in the budget approved by the Budget Planning Committee and then formally documented in the preliminary major budget assumptions reviewed by the Finance Committee of the Board of Trustees by April 1, then if you taught at least one course in the affected department or program in the just ended academic year, the School has the discretion to reduce the Guarantee in your contract, declare your contract null and void, or leave the contract as is.

In making these determinations, the School will consider curricular need; rank; and length of service within rank when feasible; and will give priority to faculty members on multi-year contracts when feasible.

If you are affected by this term, the School will pay you the cancellation fee in the Course Cancellation Fee for Part-Time Faculty policy then in effect for each guaranteed course you lose for one academic year.

9. Effect of Handbook and Existing Policies

In the event of conflicts between any term in (a) these Terms and Conditions or the Policy and Procedures for Multi-Year Contracts for Adjunct Faculty (the “Policy”) and (b) either the Faculty Handbook or the Faculty Handbook Supplement, these Terms and Conditions or the Policy shall apply. Otherwise, nothing in these Terms and Conditions or the Policy will limit or abrogate the Faculty Handbook, the Faculty Handbook Supplement, or applicable policies, including but not limited to the terms in the Supplement on academic freedom and also including the Policy Against Discrimination, Harassment, and Retaliation.

10. Amendment

A committee composed of the Dean, the Chair of the Faculty Senate, the Chair of Faculty, the Faculty Liaison, the two elected part-time members of the Faculty Senate, the Lecturer Representative, the elected part-time Representative-At-Large to the Academic Steering Committee, the Dean of Administration, and the Vice President for Human Resources may recommend amendments to these Terms and Conditions and to the Policy. The committee will submit recommendations on proposed amendments to the Provost. If the committee does not have consensus on a proposed amendment, the Provost will meet with the committee to hear both the discussion and the committee’s vote on the issues before making a decision. The Provost has final authority to approve proposed amendments. This Section 10 does not apply to amendments to non-substantive terms relating to timelines and procedures or to amendments that are merely clarifying; the administration may make such amendments without a recommendation from the committee.

If the Provost approves an amendment to the Terms and Conditions that necessarily requires an amendment to the Policy, such as when the same term appears in both places, the Policy will automatically be amended as well. The reverse will also hold true (i.e., an approved amendment to the Policy that necessarily requires an amendment to the Terms and Conditions).

You will be subject to the Terms and Conditions and to the Policy as they may be amended from time to time rather than the Terms and Conditions and the Policy that were in effect as of the start date of your contract.

11. Miscellaneous

- a. Your individual Multi-Year Contract (which includes the Additional Terms and Conditions for Multi-Year Contracts for Adjunct Faculty and each Letter of Appointment you enter into during the term of your Multi-Year Contract) is referred to as the “Contract” in this Section 11.

- b. The Contract sets forth the entire understanding of the School and you regarding the matters addressed in the Contract and supersedes all prior agreements, whether written or oral, regarding this subject matter.
- c. If any term or provision of the Contract shall be found to be void or contrary to law, such term or provision shall be deemed to be severed from the other terms and provisions of the Contract, but only to the extent necessary to bring the Contract within the requirements of law, and the remainder of the Contract shall be given effect as if the severed term had not been included.
- d. You shall not assign the Contract or any of the rights, duties, or interests in the Contract without the prior written consent of the School, with the sole exception of substitute teaching as permitted in the Substitute Teaching Policy.
- e. The Contract shall be construed according to the laws of the State of Illinois, without regard to its conflict of law provisions.