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

These Terms and Conditions are incorporated into, and are part of, all three-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. <u>Guarantee</u>
 - a. You are guaranteed to receive an offer for one three-credit course or the equivalent number of credit hours per academic year for each year of the term of your three-year contract. For purposes of these Terms and Conditions, "academic year" is defined as fall and spring semesters only, except that for adjuncts who teach in the Low-Residency MFA program, the academic year includes fall, spring, and summer semesters. The guarantee described in the preceding sentences is hereafter referred to as the "Guarantee."
 - b. The Guarantee is not for any particular course; it is only for the number of credit hours.
 - c. SAIC will fulfill the Guarantee by offering you the guaranteed number of credit hours per academic year, with the specific course offer 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 SAIC is unable to meet its Guarantee obligation to you during any academic year covered by your contract, then SAIC will pay you 100% of the per course rate and, in return, you will teach another three credit hour course as determined by SAIC (for no additional compensation) within 1 year of the cancellation.
 - e. Final decisions on the course offer and the decision to pay 100% of the per course rate rather than offering the guaranteed number of credit hours are not subject to appeal or grievance.
 - f. The Guarantee is for teaching and does not cover release time for administrative work (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. <u>Course Cancellation</u>

If SAIC cancels a course assigned to you that is covered by the Guarantee, you will be paid 100% of the per course rate (and owe a course at a later date) as noted above. If the canceled course is not covered by the Guarantee (for example, a second three-credit 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. <u>Responsibilities</u>

You will devote your time, attention, skill, and efforts to the faithful performance of your duties, performed 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 three-year contract, including teaching that is in addition to the Guarantee (e.g., additional courses during the academic year or teaching during winter or summer term).

a. Teaching

i. <u>Teaching</u>. You will teach the courses as assigned in the Letter of Appointment, including any modifications, by the School. You are required to meet all classes or formal advising assignments on time and to remain for the scheduled period of time or its equivalent. Your teaching responsibility entails additional time outside of class for preparation, for advising and consulting with students, and for submitting reports to administrative offices as required. You are required to upload your syllabus to the institutional repositories prior to the first day of class. Credit reports must be submitted to the Registrar by the designated deadline.

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 (a total of 30 weeks of teaching 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 9 hours of work per week (Studio: 5 hours in class of direct instructional activities; Lecture or Seminar: 2 hours and 45 minutes in class of direct instructional activities and 6 hours and 15 minutes class preparation and/or follow up of indirect instructional activities.

- ii. <u>Faculty Absences and Substitute Teaching Policy</u>. 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. <u>Classroom</u>. You are required to assist in keeping classrooms and studios in good order.
- iv. <u>Critiques</u>. You are responsible for participating 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. <u>Letters of Recommendation</u>. 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. <u>Meetings and Training</u>. 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. <u>Health and Safety</u>. You are required to adhere to all fire, health and safety, and security regulations and encourage others to do so. Please note that drug use, smoking, or consumption of alcoholic beverages is not allowed on campus. For a

more detailed explanation of the policy, see Section 3.0 Safety of Employees, A. Drug Free Work Place Policy, in the AIC Faculty Handbook Legal Supplement.

- iii. <u>Professional Involvement</u>. You are expected to be a practicing artist, designer, or scholar.
- iv. <u>Current Resume</u>. 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. <u>SAIC email account</u> 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 the School, including, but not limited to, 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. In addition, you will need an active SAIC email account to enter the Self-Service area and Canvas (see "Accounts" at www.saic.edu/faculty) to access your student rosters, facilitate student communication, post assignments, and enter final grades.
- vi. <u>Faculty Handbook and AIC/SAIC policies</u>. You will comply with the School's Faculty Handbook, Faculty Handbook Supplement and Faculty Handbook Legal Supplement, as amended from time to time. You will also comply with all other employment-related policies, practices and regulations of AIC and School as well as health and safety directives. Policies of particular interest to faculty may be found in the AIC Employee Guidelines on the Intranet (<u>https://information.artic.edu</u>) and on the Faculty Resources webpage (<u>www.saic.edu/faculty</u>), along with the Faculty Handbook, Supplement, and Legal Supplement.

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. <u>Conditions of Employment</u>

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. <u>Leave During Term of Contract</u>

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 Handbook and Existing Policies

In the event of conflicts between any term in (a) these Terms and Conditions and (b) either the Faculty Handbook or the Faculty Handbook Supplement, these Terms and Conditions shall apply. Otherwise, nothing in these Terms and Conditions 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.

9. <u>Contract Entered in Error</u>

If SAIC determines at any time that you have not met the eligibility requirements for a three-year contract and that the contract was therefore entered into in error, then (a) SAIC will notify you of its error; (b) the three-year contract is automatically null and void, as if it had never been entered; and (c) you will instead be on a one-year contract. Your teaching assignments and compensation for the academic year will not be affected, but you will no longer have any of the rights that come with a three-year contract such as a three-year term, the Guarantee, or certain rights to reconsideration if you are denied a three-year contract in the future.

10. Miscellaneous

- a. Your individual Three-Year Contract (which includes the Additional Terms and Conditions for Three-Year Contracts for Adjunct Faculty and each Letter of Appointment you enter into during the term of your Three-Year Contract) is referred to as the "Contract" in this Section 10.
- 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.