

SFAI Agreement for the Faculty Bargaining Unit 2005-2010

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SFAI Agreement for the Faculty Bargaining Unit 2005-2010

This agreement is made and entered into this date, July 1, 2005, by and between the San Francisco Art Institute (hereinafter referred to as the "Institute") and the San Francisco Art Institute Faculty Union (FUSFAI) chapter of the AAUP.

ARTICLE I. RECOGNITION

The Union is recognized by the Institute as the exclusive bargaining representative for all tenure-track faculty, tenured faculty, emeritus/a faculty, and faculty lecturers.

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ARTICLE II. DEFINITIONS

As used throughout this collective bargaining agreement, the term:

"agreement" means this collective bargaining agreement;

"bargaining unit" means those employees specified in Article 1 of this Agreement who, collectively, are represented for purposes of collective bargaining by the Faculty Union of the San Francisco Art Institute (FUSFAI);

"days" means calendar days, unless otherwise specified. Throughout this agreement, a deadline or time limit falling on a weekend or holiday shall be extended to the close of normal business hours on the next business day;

"employee" means a member of the bargaining unit;

"employer" means the San Francisco Art Institute;

"Institute" means the San Francisco Art Institute;

"faculty," means any faculty member employed at the rank of Assistant Professor, Associate Professor, Professor, Professor Emeritus/a, or Faculty Lecturer;

"FUSFAI" means the Faculty Union of the San Francisco Art Institute;

"SFAI" means the San Francisco Art Institute;

"tenure" means permanent and continuous employment that may be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies;

"tenure-track faculty" means any faculty members employed at the rank of Assistant Professor;

"tenured faculty" means any faculty members employed at the rank of Associate Professor or Professor;

"Union" means the Faculty Union of the San Francisco Art Institute (FUSFAI);

"year" means a period of twelve consecutive months.

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ARTICLE III. UNION SECURITY

Section 1.

All Faculty employees shall become members of the Union in good standing on the effective date of the Agreement or on the date of their inclusion in the bargaining unit, and shall, as a condition of continued employment with the Institute, remain members of the Union in good standing by the payment of the periodic Union dues or special assessments uniformly required of all such members. The means by which this is done will be through payroll deduction.

If any member chooses not to financially support FUSFAI because of a conscientious objection or because of religious or philosophical grounds they may do so but shall be required to pay an equivalent amount to the Faculty Development Fund.

Section 2. Dues Deduction

Union members may pay dues annually, or by special assessments through payroll deduction. When authorized in writing by a member of the bargaining unit, on a form provided by the Union, the Institute shall make payroll deductions for dues and/or representation costs. The aggregate deductions from all Union members shall be remitted to the Treasurer of the Union within fifteen (15) days from the end of the month the deductions were made, together with an itemized statement containing the names of the members and the amount of each deduction. The Union and the employer may make other arrangements by mutual consent.

The Union will indemnify and hold harmless the Employer for and from any claim or obligation, including all costs of defense which may be made by any person or organization by reason of the deduction of Union membership fees or service charges.

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ARTICLE IV. MANAGEMENT RIGHTS

The Employer retains any and all rights and prerogatives it enjoyed prior to the execution of this Agreement, except as specifically and expressly limited or modified by the provisions of this Agreement. The Employer shall, subject to the provisions of this Agreement, have control over matters relative to the management and conduct of its business and shall control its operations, the direction of its working force, the programs and courses offered by the Institute, the management and use of its facilities, the care and use of its equipment and materials and shall have the right to hire, discipline, promote and discharge for just cause employees subject to the provisions of this Agreement, the right to decide employee qualifications, the right to lay off for lack of work, the right to make reasonable rules and regulations governing conduct and safety, the right to establish work schedules, the right to determine or modify the Employer's goals and objectives.

No change shall be made in the organization of the academic program which will have an impact on faculty pay, benefits, or employment unless the Union leadership has been notified, during the regular school year (September through May), of the proposed changes and invited to negotiate such changes. Similarly, management shall consult with the Faculty Senate on matters which affect the programs, curriculum, and class offerings.

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ARTICLE V. UNION RIGHTS

Section 1.

The Union President or his/her designee shall have the right to conduct union business, investigate grievances, and attend grievance meetings as long as it does not interfere with his/her assigned duties. To the extent possible union business shall be conducted during the established faculty "free period" from 4:00 to 7:00 PM on Wednesdays.

The Union President or his/her designee will serve on all advisory and policy-making bodies concerned with faculty compensation and benefits at the Institute.

Section 2. Institute Facilities

Union representatives shall be permitted to enter Institute property for the purpose of monitoring this agreement provided this does not interfere with normal Institute operations. The Union must provide twenty-four (24) hour notice to the Associate Vice President of Human Resources and the Dean of Academic Affairs of intention to use Institute duplicating, computing, office, audiovisual, and other equipment, facilities and materials, in accordance with Institute policies and procedures, paying no more than the minimum charged other campus groups for such use; to post bulletins and notices related to Union Business; and to distribute internal correspondence.

The employer shall provide space on an existing bulletin board for Union meeting notices and notices of other legitimate Union business, provided that prior approval is granted by the Dean of Academic Affairs. So long as any notice does not contain any controversial or scandalous matter, such approval shall not be unreasonably withheld.

The Union and employees are required to comply with the Institute's Posting Policy. All such posting requirements must be met.

Section 3. Information

Upon request and within fifteen (15) business days, such information, records, statistics and financial data, related to the Union's functions, as are in the Institute's possession and are required by law for negotiations, implementation, and/or enforcement of this Agreement shall be made available to Union representatives.

Section 4. Notification

Before the Institute meets with a bargaining unit member for the purpose of imposing disciplinary action or termination or when such meeting might lead to the imposition of disciplinary action or termination, the Institute must, except in exceptional circumstances, notify the FUSFAI president of his/her designee a minimum of twenty-four (24) hours in advance of such a meeting.

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ARTICLE VI. ACADEMIC FREEDOM

Faculty members are entitled to full freedom in their art, research, and in the publishing of the results of such research, subject to the adequate performance of their other academic duties.

Faculty members are entitled to freedom in the classroom in discussing their subject, but they should be careful to avoid persistently introducing material into the classroom that has no relation to their subject.

When Faculty employees express themselves as citizens, they should be free from institutional censorship or discipline; however, as scholars and educators, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

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ARTICLE VII. NON-DISCRIMINATION/NON-HARASSMENT

Section 1.

The Institute is committed to providing a campus where all students, faculty, staff, trustees and volunteers can study and work free from discrimination and harassment. The Institute firmly opposes all forms of discrimination and harassment. Such behavior is prohibited by Federal and State law, and by Institute policy. Whenever violations of this policy are brought to its attention, the Institute will take all necessary action to investigate and correct violations, and discipline those responsible, subject to the provisions made for discipline and dismissal in Article XXV ("Separation").

The Institute expressly prohibits discrimination and harassment because of gender, race, religious creed, age, color, national origin or ancestry, physical or mental disability, pregnancy, childbirth or related medical condition, marital status, sexual orientation or any other basis protected by Federal, State or local law or ordinance or regulation. This policy applies to all individuals on campus and includes: employment decisions, public accommodation, financial aid, admissions, grading, and any other educational, student or public service administered by the Institute.

This complete policy will be disseminated to all employees, included in new-hire materials, posted in a prominent place in the Institute, and will be printed in the campus handbook and the personnel policy manual. All administrators and supervisors will be fully conversant with the policy and with their responsibility for its implementation. Institute officials, faculty, administrators and staff will be responsible for reporting all conditions that create or may lead to a hostile or offensive environment.

Section 2. Personal Relationship Policy

In order to avoid possible complaints of misunderstandings, favoritism, claims of sexual harassment and employee morale problems that may result from personal relationships between employees, or faculty and students, or staff and students, the Institute has implemented the following policy regarding relationships: personal, intimate relationships involving a conflict of interest are prohibited. The Institute's "Relationship Disclosure Policy" requires that the employees and/or faculty/staff involved in a personal, intimate relationship with one another or a student must disclose their romantic relationship to the Dean of Academic Affairs or Associate Vice President for Human Resource. Because these personal relationships may create a potential conflict of interest, or present concerns regarding workplace or classroom interactions, grading, and/or supervision, the Institute will address the situation by transferring the student to another classroom or employee to another department. If this is not feasible, other arrangements shall be made.

If two employees, or an employee and student marry, become related, or romantically involved they may not remain in a reporting relationship or in positions where one individual may affect the educational experience, grades, compensation or other terms or conditions of employment of the other individual. The Institute will attempt to identify other available positions or opportunities, and the individuals affected will have thirty (30) days to decide which individual will remain in his/her current position, department, or class. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

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ARTICLE VIII. GRIEVANCE AND ARBITRATION

Section 1. Definition

A grievance is defined as an allegation by a Faculty employee, group of Faculty employees, the Union, or the Institute that there has been a breach, misinterpretation, or misapplication of the terms of this Agreement. Grievances filed by the union, as well as grievances pertaining to the discharge or suspension of a Faculty employee shall be filed initially at the Written Step (Step 2).

Section 2. General Provisions

The filing or pendency of any grievance under the provisions of this section shall not prevent the Institute from taking the action complained of, subject however, to the final decision on the grievance.

All time limits contained in this Article may be extended by mutual agreement of the parties. Should the Union submit a request for information pertinent to a particular grievance, the days falling between the Union's request and the Institute's compliance with that request shall not be counted against said grievance's time limits. If the Grievance Review Committee discussed in Section 3.c. of this Article, or the Dean of Academic Affairs, or the President fails at any step in these procedures to communicate the decision on the grievance within the specified time limits, the grievant will be permitted to proceed to the next step. If the grievant fails at any step of these procedures to appeal a grievance to the next step within the specified time limits, the grievance will be deemed to have been settled in accordance with the decision rendered at that step. Grievant(s) may request representation by a Union representative in all proceedings with regard to a grievance filed under this Article.

Section 3. Grievance Procedures

a. Step 1: Oral / Informal Resolution

A Faculty employee having a dispute concerning the interpretation or application of a specific term or provision of this Agreement may, within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission, whichever is later, file a grievance by presenting the grievance orally to the Dean of Academic Affairs or the Associate Dean of Academic Affairs. At the time the grievance is filed, the grievant shall identify it as such. This meeting is intended to provide an opportunity to resolve the grievance informally. Regardless of the outcome of this meeting, the Dean of Academic Affairs, Dean of Graduate Studies or Dean of Undergraduate Studies shall issue a written decision to the grievant within ten (10) days following the date the grievance is filed at the Oral Step (Step 1).

b. Step 2: Written

When written, a grievance will include the alleged wrong, the agent against whom it is directed, the date on which it occurred, and the relief and/or remedy sought. A grievance that is not resolved at the Oral Step (Step 1), shall be reduced to writing and submitted to the Dean of Academic Affairs and copied to the Union by the employee or a Union representative. No such grievance shall be considered unless it is first presented in writing within fifteen (15) days of the grievant's receipt of the written decision at the Oral Step (Step 1).

A grievance filed by the Union must be presented in writing to the Dean of Academic Affairs within thirty (30) days following the act or omission giving rise thereto, or the date on which the Union knew or reasonably should have known of such act or omission, whichever is later.

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In the event the grievance concerns the discharge or suspension of an employee, the Oral Step (Step 1) shall be omitted and the grievance must be presented in writing to the Dean of Academic Affairs and copied to the Union within seven (7) days following the discharge or suspension or the grievance will not be considered. In the case of a discharge or suspension, the Union must receive notice simultaneously with notice given to the employee. In circumstances in which such simultaneous notice is not possible, the Institute must notify the Union of the discharge or suspension as soon as is practicable.

Upon receipt of a written grievance, the Dean of Academic Affairs shall have ten (10) days following the date said grievance was filed to issue a written decision to the grievant.

c. Grievance Review Committee

The Grievance Review Committee will consist of five tenured faculty members established in the following manner. At the beginning of the academic year, two tenured faculty members will be chosen by the FUSFAI and two members will be chosen by the Dean of Academic Affairs. These four individuals will choose the fifth member by alternately striking names from a list of the remaining eligible employees. Employees due to be reviewed for salary increase and/or promotion in the coming academic year are ineligible for service on this committee. Committee members will elect a Chair from amongst themselves. Vacancies will be filled according to the guidelines set forth above (if, for example, a committee member chosen by the Union left the Institute, the Union would select that individual's replacement on the committee).

d. Procedures

If a grievance has not been satisfactorily resolved at the Written step, the grievant may, within ten (10) days of receiving a decision from the Dean of Academic Affairs, Dean of Graduate Studies or Dean of Undergraduate Studies, request that the written grievance be forwarded to the Grievance Review Committee. Upon receiving such request, the Dean of Academic Affairs shall forward the grievance to the Grievance Review Committee within seven (7) days.

The Grievance Review Committee will consider written grievances, supporting evidence, and any additional information or materials that the grievant deems relevant to the case. The respondents for the Institute will be the Dean of Academic Affairs or his/her designee and the Associate Vice President of Human Resources.

The Grievance Review Committee will conduct an investigation and present an initial recommended resolution of the grievance in writing to all employees directly involved in the grievance, the Union, and the Dean of Academic Affairs within thirty (30) days after receipt of the grievance by the Committee. The resolution can be accepted by all parties or rejected by any party. Rejection or acceptance by each party will be communicated to the Grievance Review Committee in writing within ten (10) days after receipt of the recommended resolution. A written rejection should specify reasons and may include suggested alternative solutions.

Within ten (10) days after receiving the written responses to the initial recommended resolution, the Grievance Review Committee will recommend a final resolution to the President who will meet with the grievant(s) and the Union President or his/her designee within fifteen (15) days of receipt of the Committee's recommendation. The purpose of said meeting will be to seek resolution to the grievance that is satisfactory to all parties. Such resolutions will not constitute binding precedents in the disposition of similar grievances. No offer of settlement of a grievance by any party nor any suggested resolutions by the Grievance Review Committee will be admissible as evidence in formal grievance proceedings or elsewhere. In the event that a resolution can not be effected, the President shall issue a decision on the grievance within ten (10) days following the meeting.

e. Arbitration

In the event that the Union is not satisfied with the resolution reached in the preceding steps, it and only it may

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demand that the grievance proceed to arbitration. Should a grievance be advanced to arbitration, the Union and the Employer shall select an impartial third party to be arbitrator to hear and determine the issues. In the event the parties cannot agree on the selection of an impartial third party, they shall request a list of arbitrators from the California State Conciliation Services.

The parties shall, within five (5) days of the receipt of the list, alternately strike names from such list until one name remains, which person shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties, subject to the limitation of jurisdiction and authority contained below.

The arbitrator shall not have the power to add or subtract from, or to change any of the terms of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement. The decision and award shall be based upon the joint submission agreement of the parties, or in the absence thereof the questions raised by the parties with respect to the specific interpretations and applications of the Agreement.

The cost of the arbitrator shall be borne equally by the Union and the Institute. The cost of a court reporter, witnesses, or other preparations shall be borne individually by the party requesting such services.

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ARTICLE IX. TEACHING LOADS, ASSIGNMENTS & EQUIVALENCIES

Section 1. Employment Loads

The minimum employment load for a faculty member shall be determined as follows. Faculty hired on, or before, July 1, 2005 shall retain their present guaranteed load. Faculty hired after July 1, 2005, shall have a minimum guaranteed load of 3 contract units (CUs). The minimum guaranteed load for all faculty members shall be permanently increased as described below when the Institute achieves certain undergraduate enrollment benchmarks.

Minimum guaranteed load shall increase to four (4) CUs in the year following a Fall undergraduate full time equivalent (FTE) enrollment of 400.

Minimum guaranteed load shall increase to five (5) CUs in the year following a Fall undergraduate FTE enrollment of 450.

Minimum guaranteed load shall increase to six (6) CUs in the year following a Fall undergraduate FTE enrollment of 500.

For purposes of this article, undergraduate FTE enrollment shall be calculated on the day following the Fall add/drop deadline.

Section 2. Equivalencies

When a Faculty member has taught twenty (20) individual students of Directed Study or Independent Study, s/he shall be compensated with one (1) CU release time (one paid contract unit, no class scheduled).

A Faculty member may not receive equivalent/release time credit for more than four (4) Directed or Independent Study students per academic year. To support equitable distribution of class enrollments, there shall be a limit of four (4) Directed Studies per academic year per faculty employee.

Section 3. Guaranteed Load

Each Faculty employee's Letter of Appointment shall state a "guaranteed load" which shall be the minimum number of Contract Units (CU) per academic year to which the employee will be assigned during the term of their teaching contract. The guaranteed load may be higher than, but not lower than, the minimum employment load established for the employee under Section 1. of this Article.

Faculty employees may agree to work more than six (6) CUs in a given year and will have their pay pro-rated accordingly. Such voluntary adjustment of workload shall not exceed seven (7) CUs. Benefits for faculty shall not be affected by such an increased workload.

Upon being informed of the potential consequences (including, but not limited to, benefits eligibility, sabbatical leave accrual, and evaluation) of reducing his/her teaching load, a faculty employee may request a teaching load below his/her minimum guaranteed load for one academic year. Any such exception to the minimum teaching load requires the approval of the Dean of Academic Affairs and the Union president. Such approval shall not be unreasonably denied.

Section 4. Full Employment

The Institute is committed to the goal of providing its tenured and tenure-track faculty members with the opportunity for full employment (6 CUs).

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Section 5. Notification

a. Except in the case of dismissal for just cause, faculty shall receive notice by December 31st if their employment load will be reduced for the academic year that begins July 1.

Section 6. Outside Employment

Effective January 1, 2006, all faculty members whose guaranteed minimum load is set at six (6) CU's shall not hold appointments at other institutions unless such employment has been approved by the Dean of Academic Affairs. This provision shall not apply to short-term remunerated activities involving fewer than five (5) days which are not awarded academic credit. Any faculty member who violates this section may be subject to disciplinary action up to, and including, termination of employment at the Institute.

This provision is not intended to restrict faculty members from receiving honorariums for guest lectures, presenting their work before disciplinary societies or at other professional venues, exhibiting their work at other institutions, or participating in workshops, programs, or events for which the participant is explicitly identified as a member of the faculty at the San Francisco Art Institute.

Section 7. Release Time for Faculty Senate President and FUSFAI President

The Chair of the Faculty Senate, the Senate's annual designee to all Tenure and Peer Review Committees, and the President of the Union or his/her designee shall accrue release time equivalency credit at the rate of one quarter (1/4th) of a Contract Unit (CU) of release time per semester served.

Section 8. Guided Studies

Guided Studies for the Summer MFA program will be compensated at \$600 per student, per semester with a maximum of three (3) guided studies per academic year assigned to any Faculty. Acceptance of guided studies are not included in Faculty members' teaching loads.

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ARTICLE X. MAXIMUM AND MINIMUM CLASS SIZE/CANCELLATIONS

Section 1.

The Institute may cancel a scheduled course if enrollment is less than the minimum enrollment as determined on the day following the first class meeting. In the event that a course is significantly under enrolled, said course may be cancelled by mutual agreement of the Dean of Academic Affairs and the affected instructor[s] prior to the first class meeting. Minimum and maximum enrollment is defined in relation to class type according to the following list:

<u>Class Type</u>	<u>Maximum</u>	<u>Minimum</u>
Large Lecture	55	30
Small Lecture	35	20
Large Studio	24	15
Small Studio	15	10
Seminar	15	10
Time-based Seminar	10	8
Tutorial	12	10

The Dean has discretion to offer and/or cancel classes based on a review of relevant information such as curricular needs, curricular balance, whether multiple sections of the course are offered, whether the course is a graduation requirement that cannot be rescheduled without unduly inconveniencing students, and whether courses for the semester are sufficiently enrolled overall.

Section 2.

When a class assigned to a Faculty member is canceled, the Institute will make its best efforts to assign said employee to an alternative class or responsibility and to maintain his/her salary for the assigned number of contract units (CU's) as listed on the Current Letter of Appointment. Such alternative responsibilities may include, but are not limited to team teaching, admissions work, tutorials, mentorships, publicity, academic tutoring, institutional representation, and curatorial work. The Institute may reduce a Faculty employee's contracted salary consistent with class cancellation provided that the Institute does not reduce a said employee's salary below his/her "guaranteed annual salary," an amount derived by multiplying the employee's guaranteed load by his/her pay rate per CU. A Faculty employee may reject an alternative assignment made by the Institute and opt instead for a reduction in salary, even if such reduction results in an annual salary below her/his "guaranteed annual salary."

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ARTICLE XI. FACULTY RANKS AND TITLES

Section 1. Tenure and Tenure-Track Positions

Faculty members in the contractual sequence leading to a review for consideration for tenure and those who have been granted tenure shall be referred to as faculty and granted the following ranks: Assistant Professor, Associate Professor, and Professor. Faculty at the rank of Associate Professor and Professor shall be understood to have academic tenure. Assistant Professors are probationary employees pending the successful completion of the tenure review process described in Article XIII.

Section 2. Appointed Positions

Individuals may be appointed to the rank of either Faculty Lecturer or Professor Emeritus/a by action of the President.

Section 3. Initial Transition

Effective July 1, 2005, there will be a one-time conversion of faculty ranks and titles for all resident faculty who attained resident status on, or before, July 1, 2005.

- a) Those resident faculty who have specific guaranteed loads of between three (3) and six (6) CUs per year shall be granted immediate tenure and assigned a minimum rank of Associate Professor.
- b) Those resident faculty who have fifteen (15) or fewer years service at the Institute as of July 1, 2005, and who have guaranteed loads stated as a range from three (3) to six (6) CUs and who have historically taught three or fewer CUs per year shall be placed on the tenure track at the rank of Assistant Professor. Such Assistant Professors shall be eligible to apply for tenure immediately and must apply for tenure prior to teaching an additional 6 CUs at the Institute, or may accept appointment to a Faculty Lecturer position.
- c) Those resident faculty who have at least fifteen (15), but fewer than twenty (20) years service at the Institute as of July 1, 2005, and who have specific guaranteed loads of less than three (3) CUs per year may continue at the Institute as an Assistant Professor and apply for tenure on, or before, July 1, 2006; or may accept appointment to a Faculty Lecturer position.
- d) Those resident faculty who have twenty, or more, years of experience at the Institute as of July 1, 2005, and who have specific guaranteed loads of less than three (3) CUs per year may continue at the Institute as an Assistant Professor and apply for tenure on, or before, July 1, 2006; or may accept appointment to Emeritus/a status; or may accept appointment to a Faculty Lecturer position; or may negotiate a retirement agreement with the Institute.
- e) All other resident faculty who have guaranteed loads stated as a range from three (3) to six (6) CUs and who have historically taught more than three (3) CUs per year shall be granted immediate tenure and assigned to minimum rank of Associate Professor.
- f) An allotment of 12 CUs shall be set aside for the Institute to promote an additional number of faculty to be determined by the President to the rank of Associate Professor.

All faculty converted under this article to tenured, tenure-track, faculty lecturer, or emeritus positions shall be initially placed at their current salary step in Column B of the new salary table provided in "Appendix A: Rank and Salary Steps." In no circumstances shall a faculty member's salary rate be decreased as a result of this conversion.

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Section 4. Transition Review Committee

All newly appointed Associate Professors (per Article XI; Section 3) from the "Resident" Faculty shall be eligible to apply for full professor status. A transitional committee comprised of two (2) members selected by the administration, two (2) members selected by the candidate from outside the SFAI (e.g. full Professors from other accredited institutions of higher education; senior professionals in their field) and one (1) selected by these four. None of the committee members shall be SFAI faculty. The Transitional Review Committee will review all applications and, based on the criteria for appointment to the rank of Professor (Article XIII; Section 3) will make a limited number of appointments (subject to review by the Board of Trustees) to the position of full professor.

Additionally, the following criteria shall be carefully considered by the transitional review committee in reviewing faculty for full professor:

- Teaching effectiveness
- Professional accomplishment
- Appropriateness of content of teaching in relation to curriculum, institutional need, and school philosophy
- Service to the Institution
- Service to the wider community

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ARTICLE XII. APPOINTMENT

Section 1. Appointment Procedures for Faculty

New faculty shall be appointed as the result of an international search. The recruitment process begins with the submission of a hiring proposal to the Dean of Academic Affairs. Proposals may be initiated by faculty in an individual department, by an academic constituency that exists across departmental lines, or by the Dean in consultation with the Faculty. Proposals must specify the need for the position, based on the long-range plans of the Art Institute and the Program, the programmatic expertise of current faculty, the student population served, and any other relevant factors. Proposals should also identify special characteristics or qualifications required for the position. If the Dean of Academic Affairs approves the proposal, he/she shall present it to the President for budgetary authorization

Upon approval by the President, a search committee which is diverse in terms of gender and ethnicity shall be jointly appointed by the Dean of Academic Affairs, who shall name the first two (2) tenured faculty members to the Committee, and the Faculty Senate which shall name the next two (2) tenured faculty members to the Committee. Prior to making any Committee selections the Dean and Senate president shall meet to discuss the Committee's composition. To the extent practicable, appointees shall be drawn from faculty members of the affected departments and/or centers. The Dean of Academic Affairs shall serve as a voting member on all faculty search committees.

After the application deadline, the search committee reviews all applications, using the following criteria:

- MFA or appropriate professional experience required
- Observable or documented teaching ability
- Professional achievements
- Potential for contribution to the specific Academic or Studio Program
- Potential for contribution to the Institute

The search committee ranks the top candidates based on desirability. The Dean and search committee meet and select those candidates who will be extended formal invitations for campus visits. In the event that a consensus cannot be reached, each party (the Dean and the search committee) will select up to 2 candidates to be invited for a campus visit. Candidates visiting campus will be expected to make at least one formal presentation to the wider academic community at SFAI during their visit.

Upon completion of the interviews and with input from faculty, staff and students, the search committee makes its final recommendation to the Dean of Academic Affairs. Should there be disagreement concerning the candidate to be offered the position, the final decision rests with the Dean of Academic Affairs. When appointing a new faculty member, the Dean of Academic Affairs recommends the rank and step to the President. The Dean's decision regarding rank and step is based equally on college-level teaching experience and professional achievement and is not subject to the Union's grievance and arbitration procedure, except in the case of factual or procedural error. The documentation supporting this decision is made available to the faculty member prior to hire, and a copy is provided to the FUSFAI.

Section 2. Employment Contract.

All appointments shall be signed by the President or his/her representative and may include informational addenda, provided that such addenda do not abridge the employee's rights or benefits provided in this Agreement. The Institute's employment contract shall contain the following elements:

- a) Employment Start Date;
- b) Professional title, ranks, and appointment status;
- c) Step (Salary rate);

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- d) Guaranteed Load;
- e) Special conditions of employment;
- f) A statement that the position is (1) tenured, (2) tenure-earning (specifying prior service in another institution to be credited toward tenure);
- g) Criteria for tenure (if relevant)
- h) A statement that the employee's signature on the contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article [Grievance] VIII;
- i) Employing department;
- j) Principal place of employment

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ARTICLE XIII. TENURE

Section 1. The Tenure “Clock”

An employee shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position including any prior service credit granted at the time of initial employment. An employee’s written request for early tenure consideration is subject to the Institute’s written agreement.

By the end of six (6) years of service at the Institute, an employee eligible for tenure shall either be awarded tenure or given notice that further employment will not be offered. Upon written request by an employee within thirty (30) days of the employee’s receipt of such notice, the Institute shall provide the employee with a written statement of reasons by the President or his/her representative why tenure was not granted.

Any childbearing or parental leave, which is equal to or exceeds one semester or quarter and which is not greater than one year, whether with or without salary, shall automatically be excluded from service toward the six-year probationary period unless the faculty member informs the department chair in writing before, during, or within one quarter or semester after the leave, that it should not be excluded from service toward the six-year probationary period.

Upon request of a faculty member who has substantial responsibility for the care of a newborn child, a newly-adopted child under age five, or an infirm immediate family member (father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, spouse, or domestic partner) time off the tenure clock for up to one year for each occasion may be granted by the President provided that all time off the tenure clock totals no more than two years in the probationary period. The tenure clock may be stopped more than one time during the probationary period. Each request for time off the tenure clock must include a written statement by the faculty member certifying that he/she has substantial responsibility for the care of the family member. Requests for time off the tenure clock must be made within two years of a birth or adoption. The provision to stop the tenure clock may be invoked even if a faculty member with substantial childcare responsibility does not take a formal leave or have a modification of duties. For determining years toward the six-year limitation of service, the combined total of periods of leave unrelated to academic duties and time off the tenure clock may not exceed two years.

The Dean may grant an untenured faculty member with the rank of assistant professor an extension of the time period during which the institutional decision must be made regarding conferral of tenure. An extension of time for reasons other than those described above, may be granted only in documented cases of compelling circumstances which are determined to have the potential to significantly delay the progress of development of the program. The normal extension is one year; however, other extensions may be approved in exceptional cases. Approval of an extension must be in writing and will extend the term of the current appointment. A faculty member must request an extension in accordance with procedures established by the Dean.

Section 2. Criteria for Tenure

The decision to award tenure shall be the result of meritorious performance and shall be based on established criteria provided to the employee in his/her initial contract with the Institute. The decision shall take into account the following:

- 1) Performance evaluations and employee contributions shall be based on Appendix A: Faculty Assessment and Criteria Checklist
- 2) The needs of the department/unit, and Institute
- 3) Expectations of future contributions

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Section 3. Qualifications

- a) Assistant Professor:
 - i) demonstrated teaching experience or evidence of equivalent professional scholarly or creative accomplishment
 - ii) Has been judged to be effective in the classroom
 - iii) Exhibits potential for directing/overseeing teaching, research, graduate study, or extension activities
 - iv) Has a proven ability and willingness to participate in institutional affairs such as ad- hoc and standing committees, admissions review panels, recruitment efforts, portfolio reviews, etc.
 - v) A master's degree or equivalent terminal degree and/or equivalent professional experience
- b) Associate Professor:
 - i) the qualifications for Assistant Professor (Section 1(a))
 - ii) Recognized ability and potential for distinction in teaching, independent research, productive scholarship, or other educational service, or who bring to the school an exceptional background of professional accomplishment and/or teaching experience
- c) Professor:
 - i) the qualifications for Associate Professor (Section 1(b))
 - ii) Distinguished achievement in teaching, independent research, productive scholarship, or other educational service
 - iii) Established and noteworthy reputation in the individual's profession or field of scholarly or creative activity

Section 4. Modification of Criteria

The criteria for tenure may only be modified by mutual agreement of the Institute and the FUSFAI. Any such modifications shall be reduced to writing and become a part of this Agreement between the parties upon ratification by the FUSFAI membership. Changes in criteria shall not become effective until one (1) year following adoption of the changes, except by written agreement between the Institute and FUSFAI. Any proposal to develop or modify tenure criteria shall be available for discussion by members of the faculty before adoption. If an employee has at least three (3) years of tenure-earning credit as of the date on which new tenure criteria are adopted pursuant to this section of the Agreement, that employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notifies the Institute within sixty (60) days prior to the commencement of the tenure consideration that he/she chooses to be evaluated under the newly adopted criteria.

Section 5. Recommendations and Procedures for Peer Review

The candidate's department/unit will meet, review the tenure application materials, and discuss the awarding of tenure to the candidate. At the end of the discussion, a secret ballot of the tenured members of the employee's department/unit will be taken. The tally of that vote will be forwarded to the Tenure Review Committee as a non-binding recommendation. The performance of an employee during the entire term of employment at the institute shall be considered in determining whether to grant tenure. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure file and may attach a concise response to any materials therein. It shall be the responsibility of the employee to see that the file is complete.

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Section 6. Tenure Review Committee

At the beginning of a tenure-track appointment the Dean will constitute a Tenure Review Committee, as described below. Evaluations of the candidate for tenure will be done by his/her Tenure Review Committee consisting of five (5) faculty members with tenure: two selected by the Faculty Senate, two selected by the Dean of Academic Affairs, and the Faculty Senate's annually elected designee to all Tenure Review Committees. One of the Committee members may be drawn from outside of the Institute. The Dean shall select the Committee's chair from amongst the four faculty members selected by him/her and the Faculty Senate. At his discretion, the Dean may also appoint a representative of the senior academic administration to the Tenure Review Committee, but shall not appoint said representative to chair the Committee. Prior to making any Committee selections the Dean and Senate president shall meet to discuss the Committee's composition. In the event that one of the Committee members becomes unavailable to serve, his/her replacement shall be determined in a manner consistent with that individual's appointment to the Committee.

Section 7. Tenure Review Schedule

Each Tenure Review Committee will review the candidate on the following schedule:

Appointment

Year 1

Year 2: First review

Year 3

Year 4: Penultimate review

Year 5

Year 6: Final tenure review: decision due by end of Spring semester

Year 7

If exceptional circumstances warrant, this policy shall not preclude promotion or the conferral of tenure according to a time frame different than that set forth in the above schedule.

Appointment to the rank of assistant professor is the entry-level professorial appointment. An assistant professor is considered tenure-track and shall be appointed for an initial probationary term of two years. Before the end of the second year of the initial term of appointment, the tenure committee shall review the assistant professor's performance (First Review) and make its recommendation. If the assistant professor is appointed to a second term, the tenure committee shall review the assistant professor's performance (Penultimate Review) before the end of the second year of that appointment before making its recommendation. If the assistant professor is appointed to a third two-year term, the tenure committee shall review the assistant professor's performance (Final Tenure Review) before the end of the second year of that appointment and make its final recommendation regarding the conferral of tenure.

In some cases the Dean, in making a full-time appointment, may decide to accelerate a candidate's tenure schedule. Typically, this would be because of significant teaching experience and professional accomplishments. Tenure may be granted prior to seven years of service at the San Francisco Art Institute in consideration of previous full-time college-level teaching experience with regular rank or in consideration of attainment of tenure at another institution of higher education. However, no more than three (3) years of prior service, whether at the Institute or at a similar institution, shall be credited towards tenure.

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Section 8. Tenure Review Procedures

The Dean has the responsibility to notify the Tenure Review Committees regarding those faculty members scheduled for review in the following or upcoming year: The Dean shall keep a file of documents pertinent to the matter and from that file make available to those parties concerned the records of all teaching assignments, student evaluations (if used), copies of all contracts and letters of appointment and a written record of all agreements supplementing or departing from institutional practices.

The Tenure Review Committee chair will notify the faculty candidate for tenure in writing six (6) months prior to the scheduled review. This letter will outline committee expectations and establish a date for the review itself.

For the first and second reviews, the candidate will submit to the committee, one (1) month prior to the review date, a package of supporting materials addressing each of the promotion criteria. This package should include, but is not limited to:

Cover letter

Teaching philosophy

Up-to-date personal and professional materials including portfolio of current work; c.v.; publications, reviews, articles, etc.; and course syllabi

Preparatory to the final review, the Dean will solicit four (4) independent professional assessments from the candidate's own field beyond and outside of the Institute. Two (2) of these assessments will be drawn from a list submitted to the Dean by the candidate. The remaining two (2) will be selected by the Dean in consultation with the Tenure Review Committee chair.

On the date of the final review, the candidate will formally address the committee in a one (1) hour presentation open to the wider school community. Immediately following the presentation, the candidate will meet with the committee alone.

Section 9. Notification

No later than one (1) month after the date of each review, the Tenure Review Committee chair submits to the candidate and to the Dean a formal letter outlining the committee's assessment of the candidate. This formal letter will be a representation of the committee's discussions and final recommendations. At the conclusion of the letter the committee chair may choose to add his or her own thoughts if they differ substantially from those of the committee. However, he or she may only include those thoughts if they were part of the discussion with the full committee. The Tenure Review Committee should only recommend non-reappointment in exceptional circumstances and should generally use the tenure review process to provide the probationary faculty member with a substantive critique of his/her performance and specific recommendations to help said individual improve their performance and enhance their career as a faculty member at the Institute. The critique ought to include, at a minimum, specific examples that illustrate the quality of the candidate's performance, an outline of potential areas for improvement, and practical guidance for future efforts to meet institutional expectations and requirements without making any promises or guarantees on the part of the Institute.-

Tenure Review Committee recommendations are advisory and subject to final action by the President or his/her representative. The decision of the President or his/her representative either: 1) that the assistant professor be reappointed or 2) that the assistant professor not be reappointed should concur with the decision of a Tenure Review Committee except in rare instances and for compelling reasons which shall be reduced to writing and provided to the members of the Tenure Review Committee, the President of the FUSFAI and the Chair of Faculty Senate.

Note: All parties concerned will keep in mind and will adhere to the extreme confidentiality of these deliberations and documents.

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Section 10. Tenure upon Appointment

In the case of senior level faculty searches, tenure may be granted to an employee at the time of initial appointment on the recommendation of the Dean and the employee assigned the rank of either Associate Professor or Professor.

Faculty officially tenured at another accredited institution of higher education who leave that institution to join the SFAI faculty shall normally be granted tenure with their SFAI appointment, thus assuring continuous tenure status. In the event that a tenured faculty member from another institution is hired on a probationary appointment, such an appointment shall be for no more than five years. Said employee shall be appointed to the rank of Associate Professor immediately upon hiring, and before the end of the next-to-last year of the appointment, the Tenure Review Committee shall review the associate professor's performance and recommend to the dean either: 1) that the associate professor be reappointed with tenure at the same or higher rank, or 2) that upon the expiration of the term of appointment the associate professor not be reappointed.

Section 11. Employment Security

Tenure guarantees continued employment at the Institute until voluntary resignation, retirement, or removal for just cause subject to the procedures and appeals outlined in Article XXV: Separation. The protections of tenure do not apply to an individual faculty member's administrative appointments/contracts.

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ARTICLE XIV. NONREAPPOINTMENT

In the event a candidate for tenure is denied, that employee shall be informed of that decision in writing and shall, upon request, be advised of the reasons contributing to that decision. Upon further request, and within thirty (30) days of receipt of the unfavorable decision, the unsuccessful candidate may request a written explanation for that decision.

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ARTICLE XV. PROMOTION TO PROFESSOR

Section 1. Promotion Review Committee

The rank of Professor represents the most significant relationship between the institution and an individual faculty member. Because of the stature of those who reach this level, these appointments will be presented to the Board of Trustees. The review will be conducted by a peer committee selected by the Dean and comprised of the Dean or designate (who chairs), one (1) professor in the candidate's discipline (or sharing one discipline in which the candidate excels), and two (2) other professors, (3) and the Senate's annual designee to all Tenure Review Committees and Promotion Review Committees for that academic year. If an appropriate full professor in the candidate's area of specialization cannot be found, then another senior, tenured, faculty member may be selected. Committee members may be drawn from the senior faculty ranks at other accredited institutions provided that anyone so selected shall have, themselves, attained the rank of full professor. A candidate may challenge up to one (1) of the professors appointed to the committee, excluding the Dean and the Senate's annual designee. In such case, the Dean will be required to appoint a new committee member.

Section 2. Nomination Procedures

Any tenured Associate Professor may self-nominate him/herself or be nominated by another member of the SFAI tenured faculty for the rank of Professor. The nomination must be made by December 1 and must include:

- (1) The candidate's current c.v., including a portfolio of recent work and a list of recent professional activities, reviews, publications, etc.
- (2) Indication of the candidate's service to the school and the wider community
- (3) Materials supporting extraordinary effectiveness as a teacher
- (4) The names and addresses of three people outside the school to serve as reviewers for the candidate and who agree to write letters of recommendation for the candidate; the names should be submitted to the Dean, who will solicit the letters.

The names of at least three tenured SFAI faculty to serve as reviewers for the candidate and who agree to write letters of recommendation for the candidate; the names should be submitted to the Dean, who will solicit the letters.

Section 3. Procedures

Information presented by the candidate will be much the same as in tenure review; however, it will be more extensive. The candidate's submitted portfolio should include slides or other representation of professional work, as well as a limited number of professional references (proposed by the candidate with the approval of the Dean.) The review committee will also have access to information submitted for previous reviews. The decision of the Review Committee shall be subject to the grievance procedure only if a violation of academic freedom, inappropriate discrimination, or procedural irregularities is alleged.

The Promotion Review committee will review the Candidate's portfolio as well as the information submitted for previous tenure and/or promotion reviews. At the end of the Committee's deliberation a secret ballot of the Professors on the Committee will be taken. The tally of that vote will be forwarded to the Dean and/or President as a non-binding recommendation along with a formal letter outlining the committee's assessment of the candidate. This formal letter will be a representation of the committee's discussions and final recommendations. At the conclusion of the letter the committee chair may choose to add his or her own thoughts if they differ substantially from those of the committee. However, he or she may only include those thoughts if they were part of the discussion with the full committee. The performance of an employee during the entire term of employment at the Institute shall be considered in determining promotion to Professor. It shall be the responsibility of the employee to see that the promotion portfolio is complete.

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If the Dean and President concur with the majority of the Promotion Review Committee, then they shall make the appropriate recommendations to the Board of Trustees. Should the Dean and President disagree with the majority recommendation of the Promotion Review Committee, then they may make a contrary recommendation to the Board, but only for compelling reasons that shall be reduced to writing and provided to the President of the FUSFAI and the Chair of the Faculty Senate.

In the event a candidate for promotion is denied, that employee shall be informed of that decision in writing and shall, upon request, be advised of the reasons contributing to that decision. Upon further request, and within thirty (30) days of receipt of the unfavorable decision, the unsuccessful candidate may request a written explanation for that decision.

A candidate may not apply for promotion from Associate Professor to Professor until, at least, two (2) years have elapsed since attaining the rank of Associate Professor. If the candidate is not promoted to Professor, he/she must wait, at least, three (3) years before reapplying for promotion to Professor.

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ARTICLE XVI. SPECIAL APPOINTMENTS

Section 1. Appointment to Emeritus/a

A faculty member with 20 or more years of service at the Institute is eligible for appointment as a Professor Emeritus/a, at the discretion of the President. Emeriti professors may teach up to two (2) contract units (CUs) per academic year. Although eligible for committee service and governance work, Emeriti shall have no obligation to provide such services as part of their responsibilities at the Institute. Continued participation in the Institute's group benefit plan will be at the Emeritus/a professor's option with the Institute contributing at the same rate it contributed to the employee prior to his/her appointment to emeritus/a.

Section 2. Appointment to Faculty Lecturer

The President of the Institute may appoint to the rank of Faculty Lecturer selected individuals who have made a demonstrable commitment to the Institute and whose qualifications and/or experiences are of particular value to the SFAI community. Faculty Lecturers shall be covered by this agreement, except that their guaranteed load shall be determined by the Institute and may be less than three (3) contract units. Those appointed to the rank of Faculty Lecturer as a result of the implementation of the Institute's transition to a tenure system shall retain the minimum guaranteed load previously established for them.

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ARTICLE XVII. CONTRACT UNITS

Section 1. Definition of a Contract Unit (CU)

a. A CU represents a unit of work for the purpose of determining pay. The standard CU shall be, one (1) studio class meeting for six (6) contact hours per week or one academic class meeting of three (3) contact hours per week. Each CU shall include the responsibilities in paragraphs b, c, d and e below.

b. For non-teaching CU's, responsibilities are as specified by the Dean of Academic Affairs at the time of the assignment. Such special assignments will be in writing. For teaching CU's, responsibilities include actual class teaching time; preparation of class syllabi, class preparation before and during the semester, grading during and after the semester, participation in departmental and interdepartmental reviews for purposes of grading and curricular development; consultation with students enrolled in the class, and consultation with advisors and administrators related to teaching.

c. In addition to teaching assigned classes, employment as a Faculty member includes participation in curricular planning; attendance and participation in organizational and hiring committee meetings; attendance and participation in Faculty Senate meetings; assistance with/participation in admissions and scholarship reviews; attendance and participation in orientation; writing letters of recommendation for students; student internship oversight; on-going professional activity in the employee's chosen fields of research or expertise.

d. Faculty members are also responsible for serving on at least one, but not more than two, school-wide committees per semester. Such committees include, but are not limited to the Faculty Senate, Board of Trustees, Undergraduate Curriculum Committee, Human Rights Committee, Strategic Planning Committee, and the Union negotiation team. Service as the Faculty Senate representative on the Peer Review Panel shall also be considered as meeting the service requirement detailed in this paragraph.

e. Faculty will also be available for at least one hour per day, for two separate days per week, for general consultation with students.

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ARTICLE XVIII. SALARY RATES AND STEP ADVANCEMENT

Section 1. Salary Increases

Tenured faculty at the Institute are reviewed every three (3) years for advancement on the Salary Step Scale.

See Appendix "A," Faculty Assessment, and Criteria Checklist for additional details regarding salary and rank advancement.

Section 2. Salary Step Placement

Faculty members shall have their salary set according to Appendix B: Rank and Salary Steps. Initial placement on the salary step scale for new employees shall be determined at the time of appointment pursuant to Article XII, Section 1 above. Faculty employed by the Institute on, or before, July 1, 2005 shall be initially placed on the Scale in Column B at their current salary rank.

Section 3. Salary Equity Study

The parties will set up a Joint Task Force to study faculty salary equity. The Task Force will be comprised of two (2) members appointed by the administration, two (2) members selected by the FUSFAI and a faculty Chair selected by these four. The Task Force shall report its findings and recommendations to the President and the FUSFAI by March 30th, 2006.

Section 4. Salary Step Placement at Promotion

Upon promotion in rank (Assistant to Associate or Associate to Full), the employee shall be moved laterally on the salary pay chart.

Section 5. Adjustment to the Salary Step scale

Effective July 1, 2006, all salary steps will be increased by 1.5%.

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ARTICLE XIX. GROUP BENEFITS PACKAGE

Section 1. Coverage

All Faculty employees working at least two (2) contract units per year are eligible for full benefits.

Section 2. Health and Dental Plans

The employer shall maintain in effect the current health, dental and cafeteria plans. Faculty employees are eligible to participate in the health and dental plans effective the first of the month following entrance into the bargaining unit.

Prior to June 30 of each year, either the Administration or the Union may request negotiations for a different health plan and/or dental plan to replace or be added to the present health and/or dental plans to be made effective the following plan year. The Union and the Administration must reach agreement before implementation of any such alternate or additional plan(s). Any difference of opinion over such different health plan or dental plan shall not be subject to the grievance and arbitration procedures of this Agreement, and there shall be no strike or lockout over such difference of opinion.

If the Employer provides alternative health care plan options during the term of this agreement, employees may opt to participate in those alternative plans. Enrollment will be subject to the provisions of the particular benefit carrier and the employer's premium contribution policy.

Section 3. Definition of Employer and Employee Health and Dental Plan Contribution

The Employer shall pay the required monthly premium for whichever health plan is selected by the employee plus the required premium for the dental plan. All employees participating in one of the health plans will be required to contribute according to the schedule provided in Appendix C. The Union will be given thirty (30) days notice of any change in the benefits package including co-payments. The premium costs and plan coverages will be addressed annually during this Agreement's annual wage and benefit re-opener, except that the same schedule of employee contributions shall be in effect from July 1, 2005 through June 30, 2007. Pursuant to Section 224 of the California Labor Code, the Employer is authorized to deduct from the pay of the employee, the determined portion of the monthly premium.

Section 4. Dependent Coverage

A Faculty employee shall pay the full cost of dependent coverage in any program if said employee elects to cover her/his dependents pursuant to the terms of the particular program.

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Section 5. Selection of Health Program

- a. During the open enrollment period each year, each Faculty employee shall select in writing which health program s/he wishes to be covered for during the new plan year. If the employee fails to make a selection in writing, the Employer will assume that the employee does not wish to change health programs. If the same health program is no longer available and the employee refuses or fails to make a selection in writing, the Employer shall make the selection of an alternate health program for the employee.
- b. All Faculty employees may add, delete or change health or dental plan coverage during the open enrollment period each year.

Section 6. Flexible Spending/Premium Conversion Plans

Faculty employees may pay out-of-pocket premiums (for dependent coverage or pro-rata for part-time employees) on a pre-tax basis by signing up for the Premium Conversion Plan. Employees may participate in the flexible benefits plan at their option. This plan allows employees to allocate pre-tax dollars to a flexible spending account to cover the costs of alternative therapies, co-payments, and dependent care. Faculty employees are eligible for the dependent care and the medical reimbursement portion on the first of the month following entrance into the bargaining unit. As with the health and dental plans, employees may add/delete or change their contributions only once each year during the open enrollment period. Descriptions for both of these plans are available from the Associate Vice President for Human Resources. If enrollment in the Flexible Spending Plan is not sufficient to cover the costs of plan administration, the plan may not be offered. If enrollment is insufficient, the Union will be given notice thirty (30) days prior to the expiration of the plan year.

Section 7. Changes in Group Benefits Package

If, during the term of this agreement, the collective bargaining agreement between the Institute and Office and Professional Employees Union, Local 3, covering staff members at the Institute provides for changes in the group benefits package which are different from but equal to or more than the cost of group benefits provided for in this agreement, the Institute and the Union agree that the Institute may, at its option, apply these changes to Faculty employees covered by this agreement effective as of the same date as the changed benefit or benefits become effective for staff members in the Local 3 unit. The Union will be given thirty (30) days' notice of any change in the benefits package including co-payments.

Section 8. Tuition Assistance

Dependents of Faculty teaching four (4) or more CU's per year are entitled to a half-tuition discount up to an amount equal to the tuition for six semester units per semester and no more than two semesters per academic year for courses taken at the Institute. Dependents of faculty teaching four (4) or more CUs in the academic year ending June 30th are also eligible for a half-tuition discount for up to two Young Artist Program (YAP) classes per summer.

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Section 9. Travel Reimbursement and other teaching-related expenses

In the event that a Faculty employee receives Institute funding for travel, s/he must submit the necessary forms and supporting documentation for a travel advance or the appropriate forms with original receipts for reimbursement after the trip has been completed. Other expenses related to classroom instruction must be approved in advance by the Department Manager and substantiated with receipts.

Section 10. Income Protection Program

The Institute pays the cost of unemployment insurance and worker's compensation insurance for all employees. Employees buy state disability insurance through mandated deductions from their salary.

Employees who sustain an injury on the job are eligible for worker's compensation. All work-related injuries must be reported to the Associate Vice President of Human Resources within 24 hours of the accident.

The Institute provides life and long-term disability insurance for-Faculty members. Summary Plan Descriptions for both plans can be obtained from the Human Resources Office.

Section 11. Holidays

The Institute observes a minimum of nine (9) paid holidays. The calendar, including paid holidays for the following fiscal year will be published on the Institute's website by March 31, annually.

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ARTICLE XX. RETIREMENT PLAN

Section 1.

The Institute will implement the following plan for apportioning retirement contributions over the life of this Agreement. This plan is subject to negotiations during the annual Agreement re-opener.

Year	Employer Contribution	Employee Contribution
2005/6	6.5%	4.5%
2006/7	8%	6%

In the event that an employee contributes less than indicated on the table, then the Employer's contribution will be reduced accordingly. For example, if the employee contributes 4% in 2007, the Employer would be obliged to contribute 6%, not 8%. Retirement plan contributions shall be paid as premiums to TIAA-CREF or VALIC for individual retirement annuity contracts. Alternate plans may be substituted by mutual agreement of the Union and the Institute.

Section 2.

All-Faculty members must participate in the Faculty Retirement Plan at age 35 or older. An employee is eligible for the institutional contribution ninety (90) days after becoming a member of the bargaining unit.

Section 3. Tax-Deferred Savings Plan

The Institute maintains a Tax-Deferred Savings Plan under Section 403(b) of the Internal Revenue Code. This plan enables Faculty employees to deposit pre-tax salary dollars in a TIAA-CREF or other Supplemental Retirement Annuity. Employees must complete an application and sign a salary reduction agreement available from the Associate Vice President of Human Resources. There is no waiting period for participation.

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ARTICLE XXI. SABBATICALS

Section 1. Sabbaticals

- a. The Art Institute provides up to twelve (12) sabbatical contract units for eligible faculty members each academic year.
- b. Sabbatical credit is accrued at the rate of one sabbatical credit per contract unit worked in an academic year. When a faculty member has accrued at least twenty-four (24) sabbatical credit units, he/she is eligible to apply for a three (3) contract unit sabbatical for one semester. Faculty employees who have accrued at least thirty-six (36) sabbatical units are eligible to apply for a four (4) contract unit sabbatical for one year.
- c. A faculty member's pay rate during a sabbatical shall be equal to his/her pay rate per CU at the time of the sabbatical award. During the sabbatical leave, the group benefits package is maintained for the faculty member at the same level to which he/she is normally entitled.
- d. In early November, the Dean of Academic Affairs notifies all Faculty members who will have accrued sufficient sabbatical credits by the end of that academic year to be eligible for sabbatical leave. To apply for such leave, an eligible employee must submit a formal project proposal that includes a description of how the sabbatical leave would contribute to her or his professional development/activity, its relevance to the applicant's specific fields of research and expertise, and how a sabbatical leave would contribute to and enrich the applicant's teaching activity. The sabbatical award is based on the strength of the project proposal, the number of accrued sabbatical credit units and the number of previous sabbatical leaves awarded. The application must be submitted to the Dean of Academic Affairs. Upon approval by the Dean of Academic Affairs, a sabbatical leave is awarded. If more sabbaticals are applied for than sabbatical CU's available, awards will be based upon the following criteria:
 - faculty with no previous sabbatical leave from SFAI
 - faculty with the most sabbatical credit units accumulated since their last sabbatical leave;
 - In case of a tie, those with the earliest hire date at SFAI will be awarded the sabbatical leave.
- e. Return from Sabbatical Leave

A recipient of sabbatical leave is expected to return to SFAI for at least one year following the leave unless special agreement is made between the individual and the Dean. At the end of the sabbatical leave, said recipient is contracted to teach the same class load that s/he carried in the year preceding the leave.

A recipient of sabbatical leave is expected to report back to the Institute the creative results of said leave. This report may take the form of an exhibit, a public lecture, or a written report submitted to the Dean of Academic Affairs. A recipient of sabbatical leave may make such a report at any time in the twelve (12) months following the sabbatical leave.

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ARTICLE XXII. LEAVE

Section 1. Leaves of Absence

Faculty members may request a leave of absence without pay for a maximum period of one year. Requests for leaves of absence without pay shall be submitted in writing to the Dean for Academic Affairs. The Dean for Academic Affairs shall approve requests for leaves of absence unless the requested leave would adversely impact the academic program. However, in no case shall the request be unreasonably denied. The employee shall pay the full cost for continuation of employee coverage under the group benefits plan during an unpaid leave of absence. Exceptions to this policy are at the discretion of the Dean of Academic Affairs and require approval by the Office of Human Resources.

Section 2. Military Leave

Upon presenting proper military orders, a member of the National guard or military reserve is granted up to fourteen (14) days in any calendar year of military training leave for the annual encampment of equivalent reserve training.

An employee who enters active military service is granted military leave. Any remaining portion of military training leave is granted before being placed on unpaid military leave.

An employee must return to work upon release from active duty if serving in the National Guard for a state emergency. An employee called to active federal military service must apply to return to work no later than 90 days after release from active duty. Failure to return within the stated times are deemed a resignation from employment.

Section 3. Sick Leave

Faculty members accrue sick leave at the rate of one day per month up to a maximum of twelve days. Accrued sick leave will enable continuation of salary for an employee who is unable to work due to illness or disability, including maternity (Section 7). For absences resulting from hospitalization or due to illness or disability lasting more than one week, sick leave benefits will be integrated with state disability insurance payments beginning the eighth calendar day of illness, to maintain but not to exceed the employee's full regular rate of pay. Since each day of sick leave will be charged at less than one day per day of illness when integrated with state disability insurance benefits, integration with state disability insurance payments will effectively extend the period of paid sick leave. Maximum accrual of sick leave is twelve (12) days (six (6) weeks of pay).

When a Faculty member cannot attend class due to illness, it is said employee's responsibility to notify the office of the Dean of Academic Affairs and recommend who can provide equivalent instruction during their illness. It is the responsibility of the Dean of Academic Affairs to hire a temporary replacement.

Section 4. Disability and Family Leave

The Institute shall fulfill its obligation under any laws and regulations governing leaves of absence for medical, family and maternity leave. Such leaves shall be integrated with, but not in addition to, applicable leaves available under this Agreement and shall not be counted toward the maximum leaves of absence with benefits which may be granted under Section 2. of this Article.

Section 5. Jury Duty

A Faculty member who is required to perform jury service that interferes with her/his teaching responsibilities shall be paid her/his regular salary for days absent due to jury service. The employee shall present the court document

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indicating attendance in order to be entitled to a continuation of salary during absences due to jury service and will receive his/her regular salary less all payments of amounts which the employee is entitled to receive for his/her jury service. The maximum amount of paid jury duty is two weeks. Any paid time beyond two weeks is at the discretion of the Dean of Academic Affairs.

Section 6. Bereavement Leave

A Faculty member shall be granted bereavement leave with pay for up to three (3) business days in the event of the death of a spouse, daughter, son, sister, brother, parent, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, or domestic partner. Bereavement leave of two additional business days with pay shall be granted if the funeral is two hundred miles or more from said employee's residence.

Section 7. Maternity

A Faculty member is eligible for maternity leaves of absence for up to six (6) months. For the first three (3) months of leave the Institute will continue to pay for the employee's participation in the group benefits package at the same level paid during the academic year prior to the maternity leave. The employee may continue group benefits by paying the required premiums to the Institute thereafter. The leave may cross over the course of two (2) semesters, but may not exceed six (6) months. The Dean of Academic Affairs must approve any exception to the six-month limit. Prior to maternity leave, a leave of absence form must be completed and approved by the Dean of Academic Affairs. Forms are available from the Associate Vice President of Human Resources.

Section 8. Family and Medical Leave

Faculty members may request family or medical leave for a maximum of three (3) months during any 12-month period to care for a newborn infant, an infant newly placed with the employee for adoption or foster care, or to care for a seriously ill spouse, child, or domestic partner. Medical certification of such serious illness is required. Family leaves of absence are unpaid, except in the case of maternity in which sick leave benefits may apply to part or all of the family leave period. During family leave, the Institute continues to pay the cost of the employee's participation in the group benefit's package at a level consistent with the benefit eligibility at his/her guaranteed load. The Dean may grant extensions of paid benefits only under extenuating circumstances.

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ARTICLE XXIII. FACULTY DEVELOPMENT

Section 1. Faculty Development Grant Fund

The Institute shall provide \$20,000 for Faculty Development Grants annually. Awards shall be made in accordance with the procedure described below and shall not be subject to the grievance and arbitration procedure of this agreement.

Section 2. Faculty Development Grants

The Institute provides funds for Faculty Development Grants to assist faculty in the development of their art and/or teaching.

In mid January and in mid-September, the Dean of Academic Affairs solicits Faculty Development Grant applications from faculty members. Applications are made in the form of a letter addressed to the Dean of Academic Affairs describing the nature, purpose, time-frame and cost of the proposed development project. Applications are due to the Dean of Academic Affairs by February 15 for the Winter application cycle, and by October 15 for the Fall application cycle. Decisions of the Committee will be announced on March 1 and November 1.

Faculty Development Grant recipients are chosen by the Faculty Development Grants Committee (elected by the faculty senate annually) based on the following criteria:

- Projects/Activities over and above what the applicant would normally do as part of his/her professional or academic work.
- An interesting proposal that gives sufficient details to be convincing and achievable.
- The proposal may indicate a connection to enriched teaching activity on the part of the applicant and must have a direct correlation to the applicant's professional field(s) of activity.
- If the proposal includes travel and/or supplies, it must describe how these are integral to the project itself.
- The proposal must include a clear budget outline.

Upon completion of the project, the recipient will provide the Dean of Academic Affairs with a follow-up report on the activities supported by the Faculty Development Grant. Failure to provide follow-up reports will automatically disqualify the recipient from future development grants.

If the project or activity is not accomplished or completed within the specific period requested, this constitutes a breach of promise and the faculty member is required to reimburse the Faculty Development Grants Fund fully.

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ARTICLE XXIV. DEPARTMENT CHAIRS

Section 1. Department Chair Appointment

The Institute recognizes Departmental Chair positions for the following areas of instruction: Painting, Ceramics/Sculpture, Printmaking, Photography, New Genres, Digital Media, Filmmaking and Liberal Arts. Each Departmental Chair position will be appointed by the Dean of Academic Affairs based on the recommendations submitted by members of the Faculty teaching within each specific area of study. These recommendations must be submitted to the Dean of Academic Affairs no later than May 1st of each year. Faculty members who teach across one or more disciplines are encouraged to participate in the recommendation procedure for all disciplines they may represent. Each Chair position will be appointed for a two-year period. Each Chair position will be appointed on rotating basis from Faculty represented in each discipline area. Under extraordinary circumstances the Dean of Academic Affairs may make adjustments to the two-year appointment period.

Section 2. Specific Duties and Responsibilities of Department Chair Positions:

- To be available for consultation and advocacy for students regarding their classroom/studio experience.
- To provide leadership, representation and oversight at the departmental and interdepartmental level.
- To be a regular, attending and contributing member of the Academic Department Council, a committee composed of the Department Chairs.
- To schedule departmental meetings on a tri-weekly basis throughout each semester and on an as-needed basis during the summer to address curricular changes and curricular planning and accreditation requirements for the future.
- To provide for consultation with and oversight of departmental staff in their respective departments.
- To oversee departmental budget development in collaboration with departmental staff.
- To facilitate communication between the faculty and staff of their respective departments and the Dean of Academic Affairs and the executive administration
- To provide reports to the Faculty Senate on individual departmental matters as requested by the Faculty Senate President.
- To work with the Faculty Senate and its sub-committees in the development of curricular and strategic initiatives.
- To organize and chair search/selection committees for Visiting and new Faculty appointments in accord with procedures set forth in the Faculty Manual.
- In collaboration with the Academic Advisor participate in the tracking and advising of relevant studio majors.
- To have a working knowledge of other departmental curricula for the facilitation of cross-departmental programs and concentrations.
- To work with the Department of Enrollment Services (Admissions and Recruitment), the office of Academic Affairs, the Graduate Council and the Faculty Senate to advance the work of the Academic Planning Boards to define detailed curricula, identify and create new Graduate Programs and identify human and physical resources needed to implement various academic and curricular changes.
- To coordinate the department curriculum
- To solicit the preferred class meeting times/places of each Faculty employee and, where practicable, accommodate individual preference with respect to teaching load, course assignment, and schedule.
- To schedule and submit class schedules and faculty assignments in consultation with the Area Manager and in accordance with institutional timelines.

Section 3. Compensation

Departmental Chair positions will be compensated at the rate of one contract unit per year awarded as release time from regular course assignments.

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ARTICLE XXV. SEPARATION

Section 1. Resignation

Resignation is termination of appointment initiated by the employee. A Faculty member may resign his/her appointment at the end of an academic year, provided that s/he gives notice in writing to the Dean of Academic Affairs no later than April 15. Emergency resignation due to illness, accident, or death in the family may be accepted at any time.

Section 2. Dismissal for Cause

Employment may be terminated for just cause by the Dean of Academic Affairs in cases including but not limited to: incompetence; continual failure in the performance of expected duties; misuse of confidential information; conviction of a felony with criminal intent; falsification of credentials and experience; deliberate and serious violation of the rights and freedom of fellow faculty members, administrators, staff, or students. In cases of incompetence or continual failure in the performance of expected duties, the Dean of Academic Affairs may terminate a Faculty employee's contract after one month's notice. In all other cases, dismissal may be immediate with appropriate Union notification twenty-four (24) hours in advance of the action. Should a case of dismissal for just cause advance to arbitration, the Institute shall bear the full burden of proof.

The Institute may take disciplinary action short of dismissal whenever it is deemed appropriate. Disciplinary action may include counseling and written warnings, in which case a period of time is specified within which correction of the problem is expected. Should the employee fail to correct the problem or should the problem recur, another disciplinary action up to dismissal proceedings as described above may be taken. Whenever possible, disciplinary actions should be primarily corrective rather than punitive, and the employee should be provided adequate opportunity and time to correct the problem being complained of and must be afforded adequate opportunity to respond to allegations made against him/her.

Section 3. Extended Mental or Physical Illness

The Institute may dismiss a Faculty member who is unable to perform all or a substantial part of his/her duties for a period of more than twelve (12) months due to illness. Such a decision will be based upon clear and convincing medical evidence that the employee, even with reasonable accommodation, is no longer able to perform the essential duties of the position. The decision to terminate will be reached only after there has been appropriate consultation and after the employee, or someone representing the employee, has been informed of the basis of the proposed action and has been afforded an opportunity to present the employee's position and to respond to the evidence.

In the event of such termination, the Associate Vice President of Human Resources will work with the affected employee to explore the applicability of disability programs. In the event of termination and inability to work for 90 calendar days, Long-Term Disability Insurance is available. Under this policy, employees are eligible for disability payments of up to 60% of salary. These disability insurance benefits are integrated with disability pay from other sources, including Social Security and the State Disability Insurance Program so that the employee will receive not less than \$100 and not more than \$5,000 per month. With annual certification of disability from a physician, the employee may continue to receive benefits for as long as he/she remains disabled.

Section 4. Layoff

Layoff is the termination of services of a Faculty member before the expiration of her/his current Letter of Appointment without prejudice as to performance. Employees who are laid off shall have preference in re-hiring. Reasons for layoff are limited to, Financial Exigency and/or Curricular or Program/Department Changes. Decisions regarding layoff will be at the discretion of the Dean of Academic Affairs in consultation with the Union.

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Section 5. Financial Exigency

Financial exigency is the critical and urgent need for the Institute to reorder its expenditures in such a way as to retain solvency.

Section 6. Curricular or Program/Department Changes

A Faculty member may be laid off due to a major change, including discontinuation, in the curriculum or an academic program. In any such case, six (6) months notice shall be provided to the affected employee. If during the six (6) month period the employee finds alternative employment, then the balance of notice time remaining will convert to severance pay at the employee's current rate of pay. Every effort will be made to reassign said employee to another teaching position within the Institute. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be proffered.

Section 8. Layoff Procedures during Financial Exigency

If the Board of Trustees determines that a financial emergency exists, the President of the Institute will meet with the Faculty Senate to explain the financial exigency. Prior to layoffs, the Institute will make every effort to reassign affected Faculty members to other teaching positions within the Institute. In the event of layoffs due to financial exigency, six (6) months notice shall be provided to the affected employee. If during the six (6) month period the employee finds alternative employment, then the balance of notice time remaining will convert to severance pay at the employee's current rate of pay.

The following guidelines for layoff due to financial exigency will be observed in the following order.

1. A freeze will be placed on the hiring of any new faculty.
2. Voluntary programs will be implemented, such as voluntary reduced salary and/or workloads, voluntary phased retirement or the placement of affected faculty into suitable and available non-teaching positions within the Institute. Voluntary reductions may include continuation of full benefits as determined by the Dean of Academic Affairs.
3. Visiting faculty will be laid off unless their departure would represent a serious and unresolvable distortion of the academic curriculum.
4. Faculty will be considered for layoff on the basis of lower seniority (i.e., the most recently hired) unless such consideration represents a serious and unresolvable distortion of the academic curriculum. A "serious and unresolvable distortion of the academic curriculum" is understood to mean any class required for a major, classes required for graduation, part of a required sequence of courses.

Any member of the Faculty who has been laid off will have first priority for rehiring on the basis of seniority and appropriate qualifications for two years after the date of the layoff.

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ARTICLE XXVI. PROFESSIONAL RESPONSIBILITIES

Section 1. Faculty Office Hours

Resident Faculty members will be available for student consultations at least two hours scheduled on two separate days per week each semester. While a Faculty member is on sabbatical or leave of absence, office hours are not expected during the leave period.

Section 2. Faculty Professional Activity

All Faculty members must be actively engaged in advancing their own academic and professional interests as a condition of their appointment and continuation as members of the Institute faculty. Faculty are responsible for keeping abreast of both the scholarship and pedagogy of their respective professional field(s) and related areas, and are expected to actively pursue activities that would promote and advance their professional status in the field of their specific interest or expertise.

Section 3. Faculty Responsibility for Safety and Health

In compliance with SB 198, the Institute is obligated to maintain an Injury and Illness Prevention Program (IIPP) and provide and document training for its employees. As a condition of employment it is mandatory for all Faculty employees to attend safety and health training and testing at least once each year and to comply with all requirements as outlined in the IIPP Document. Complete copies of the IIPP are available from either the Facilities Manager or Associate Vice President of Human Resources.

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ARTICLE XXVII. PERSONNEL FILES

The official personnel files for each Faculty member shall be kept in the Human Resources Offices. An Employee may at reasonable off-duty times, and at reasonable intervals, upon request, inspect such parts of his/her personnel file as is used or has been used to determine the employee's qualification for employment, promotion, additional compensation, termination or other disciplinary action. This does not apply to letters of reference, or to any other matter excluded by California Labor Code Section 1198.5.

Access. The employee should normally be permitted to view his/her file within one business day of the date on which he/she requests to see it, and under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. An employee is entitled to one (1) free copy of any material in his/her personnel file. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying.

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ARTICLE XXVIII. PAST PRACTICES

All existing personnel policies, practices, benefits, and working conditions of the Institute or any portion thereof, written or unwritten, applicable to members of the bargaining unit shall be continued in effect unless in conflict with this Agreement as now existing or as amended by subsequent agreement between the parties. In the event of such conflict, this Agreement shall prevail, unless a side letter of agreement is negotiated.

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ARTICLE XXIX. NO STRIKE/NO LOCKOUT CLAUSE

The Union will not call, cause, or sanction, nor will the members of the bargaining unit engage in, any strike, sympathy strike, picketing or work stoppages of any kind, nor will the Institute lock out employees subject to this bargaining agreement, during the term of this agreement. In addition, the Union recognizes the Institute's right to take disciplinary action against Faculty employees who fail to fulfill their contractual responsibilities.

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ARTICLE XXX. ALTERATION OF AGREEMENT

Section 1.

The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless modified, amended, or altered in writing and signed by both parties.

Section 2. Both parties agree that this Agreement covers all arrangements concerning wages, hours, and terms and conditions of employment that are to be in effect during the term of the Agreement. Therefore, both parties agree that, except as specified elsewhere in this Agreement, no further obligations exist to bargain collectively about wages, hours, or terms and conditions of employment prior to the expiration of the Agreement, unless both parties agree otherwise.

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ARTICLE XXXI. AUTOMATIC CONTRACT EXTENSION

If, pursuant to negotiations for a new Collective Bargaining Agreement, no agreement is reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) calendar days written notice to the other; provided, however, that in any event the recognition of the Union shall continue.

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ARTICLE XXXII. DURATION OF AGREEMENT AND AMENDMENTS

Section 1.

This Agreement shall be effective for five years, July 1, 2005 through June 30 2010, and from year to year thereafter unless either party thereto has given written notice to the other of their desire to have the same changed, modified, or terminated. Such notice must be given at least sixty (60) days prior to June 30, 2010, or sixty (60) days prior to any subsequent June 30. If such notice is not given, then this Agreement is to stand as renewed for a year following its anniversary. If such notice is given, this Agreement terminates on the anniversary date immediately following such notice.

Section 2.

It is hereby agreed that either party may reopen this Agreement sixty (60) days prior to June 30, 2007 under a legal re-opener for the sole purpose of negotiating the following articles: Teaching Load, Assignments & Equivalencies; Appointment; Tenure; Nonreappointment; Promotion to Professor; Salary Rates and Step Advancement; Group Benefit Package; Sabbaticals; Department Chairs; as well as Appendix B and Appendix C.

Section 3.

It is agreed that either party may reopen the Agreement sixty (60) days prior to June 30, 2008, and/or 2009 under a legal re-opener for the sole purpose of negotiating salary and other compensation, Article IX: Teaching Load, Assignments & Equivalencies, benefits, and any other Article[s] mutually agreeable to both parties.

Section 4.

Failure to agree on the terms of a successor agreement subsequent to a contract opening under Section 1 of this Article is not subject to the grievance and arbitration procedure of this Agreement.

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APPENDIX A. FACULTY ASSESSMENT AND CRITERIA CHECKLIST

Advancement through the Step System

Approximately one-third (1/3) of the Faculty will be eligible for step review annually (i.e. eligible for both advancement through the step system and corresponding increases in compensation)

Evaluation of Faculty employees will be done by a Peer Review Panel consisting of three people: one elected by the Faculty Senate, one selected by the reviewee, and the third chosen by the other two. One of the three panel members may be from outside the Institute. The person selected by the Faculty Senate will serve on all Peer Review Panels for the current review sequence. Peer Review Panel results are advisory and subject to final action by the Dean of Academic Affairs. Decisions will be subject to existing grievance procedures.

Section 1. Criteria and Calendar

Faculty employees will receive notifications of their eligibility for step advancement by mail sent from the Dean of Academic Affairs and postmarked by October 15. Faculty members' review materials must be submitted to the Dean of Academic Affairs by April 1. These materials must be accompanied by the faculty's weighting of the individual review criteria on a form supplied by the Dean. At this time, the faculty member must also include his/her recommendation for the committee member to serve on his/her review committee.

Faculty employees will be evaluated on four criteria: Teaching Performance and Effectiveness, Professional Activity, Institutional Service, and Community Service. Each criteria will receive a different weight within an individual's overall assessment. The ranges for such weighting are as follows:

Teaching Performance and Effectiveness 40-70%
Professional Activity 15-50%
Institutional Service 10-25%
Community Service 0-15%

The Peer Review Panel 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

A Faculty employee whose evaluation is "Standard" or higher will be eligible for step advancement and a corresponding increase in compensation. Annual budgeting will always start with an assumption of 100% step advancement for all eligible Faculty employees in that year. However, budget restrictions may limit the number of step advancement that can be accommodated in a given year. When all Faculty employee evaluations for the year have been completed and the institutional operating budget finalized, a maximum amount for step advancement may be established. Step advances not granted due to budget limitations will not be considered a failure to advance.

All review schedules shall be considerate of work/family issues and conform to the language in paragraphs 4 and 5 in Article XIII Section 1. The Tenure "Clock."

Section 2. Notice and Reports

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Upon written notification of advancement or non advancement, a Faculty employee shall receive a written summary of his/her assessment and a copy of his/her scores in each of the four categories. In the event of a negative assessment, an employee shall receive written suggestions for improvement for each category in which it was determined that improvement was needed. The written summary shall include, at a minimum, specific examples that illustrate the quality of the Faculty employee's performance, a outline of potential areas for improvement, and practical guidance for future efforts to meet institutional expectations and requirements.

Upon completion of all Faculty employee evaluations for the year, the Institute will provide the Union with complete copies of all such evaluations conducted during that year. The Institute may, at its discretion, delete employee's names and/or personal identification numbers from the documents that it provides to the Union.

Merit Bonus

The Dean will have a limited amount of funds available to distribute as merit bonuses to any Faculty member who has demonstrated exceptional performance in any year. Such compensation will be in addition to any advancement through the step system and will not effect step placement or advancement. Merit bonuses will not be paid until all successful Step and Rank advances have been fully funded.

Accelerated Advancement

There will be the opportunity for accelerated double-step advancement annually. Double steps may be given by the Dean to Faculty employees who receive among the highest scores of all faculty in the annual evaluations. A double step may be given to an individual at any step within the system. Should the double step accelerate an individual across a rank tier, a special tier review committee will be assigned to review the advancement. Accelerated advancement will not be offered unless all successful Step and Rank advances have been fully funded.

Failure to Advance

A Faculty employee who does not receive a step advancement because his or her evaluation is "Below Standard" or "Unsatisfactory" will be reevaluated at the next appropriate review period (three years).

Delayed Advancement

A Faculty employee may choose to delay advancement for any reason for one year without prejudice. During the delay period, said employee will remain at his or her current step. The Dean must approve any additional delays.

Grievance Procedures

Grievance procedures will be per existing contract.

Section 3. 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:

1. Review of syllabus for each course where a syllabus is appropriate
2. Student evaluations of teaching (to be read only by faculty, Dean, and Peer Review Panel). Only accumulated aggregate evaluation data will be used for advancement considerations.

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3. Review of the appropriateness of teaching methodology and its effectiveness.
- B. Student advising and consulting outside of assigned studio classroom hours.
 1. Posting and availability for advising hours.
- C. Teaching responsibilities
 1. Meeting classes on time and as scheduled
 2. Attending to material needs of the courses (ordering equipment, supplies, arranging for trips, scheduling guests, etc.)
 3. Demonstrated concern for equipment maintenance and safety for students
 4. Timely preparation of accurate course descriptions
 5. Timely preparation of detailed course syllabus and distribution to students
 6. Timely and thorough grading and evaluation of students
 7. Sufficient information on course requirements provided to students so that they can fulfill course requirements
- D. Relationship to the educational goals and general needs of the institution
 1. Overall assessment of faculty member as he/she relates to the institution
 2. Contribution to program development; developing new courses
 3. Relationship of course goals to program goals
- E. Directed Studies
- F. Other

II. Professional Activity

- A. Exhibitions
 1. Solo (International, national, local and type of venue)
 2. 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

III. Institutional Service

- A. Graduate Reviews
- B. Portfolio reviews for scholarships and admissions
- C. Admission committee
- D. Ad Hoc committees
- E. Post Bac reviews
- F. Initiating/participating in interdepartmental projects
- G. Student mentor
- H. Student recommendation letters
- I. Advising student organizations

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- J. Institutional committees: faculty, staff
- K. Faculty Senate - office (attendance required)
- L. Faculty Union
- M. Curriculum committees
- N. Faculty Trustee/Board committees
- O. Grievance committee
- P. Senior Studio committee
- Q. Wall space committee
- R. Conferences
- S. Workshops/Training
- T. WASC/accreditation committees
- U. Area activities, meetings, shows, committees, receptions
- V. Peer and Tenure Review Panels
- W. Other

IV. Community Service

- A. Volunteerism (i.e. neighborhood murals, public sculpture, etc.)
- B. Activity in professional organizations
- C. Judging exhibitions
- D. Serving on topical panels
- E. Professional consulting
- F. Board service on organizations
- G. Donating art and/or services to non-profit organization/causes
- H. Speaking engagements
- I. Serving on grants panel
- J. Other

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Appendix B

Rank and Salary Steps

Step	Column A Assistant	Column B Associate	Column C Professor
1	6,950	7,000	7,050
2	7,160	7,210	7,260
3		8,034	8,084
4		8,858	8,908
5		9,682	9,732
6		10,506	10,556
7		11,330	11,380
8		12,360	12,410
9		12,875	12,925
10		13,390	13,440
11			13,955
12			14,470

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Appendix C:

HEALTH-CARE PREMIUM RATE TABLE

San Francisco Art Institute Insurance Cost Summary Monthly Rates Effective July 1, 2005								
	Health Net HMO G4A High Option	Employee Contribution	Health Net HMO 28Q Low Option	Employee Contribution	Kaiser HMO High Option	Employee Contribution	Kaiser HMO Low Option	Employee Contribution
Medical Plans								
Employee	\$452.93	\$130.00	\$406.99	\$65.00	\$312.63	\$28.00	\$296.67	\$0.00
Employee + 1 dependent	\$913.74	\$590.81	\$827.72	\$485.73	\$625.26	\$340.63	\$593.34	\$296.67
Plus Family	\$1,327.65	\$1,004.72	\$1,000.18	\$658.19	\$884.74	\$600.11	\$839.58	\$542.91
Aetna Dental								
Employee	\$37.36	\$0.00	\$37.36	\$0.00	\$37.36	\$0.00	\$37.36	\$0.00
Employee + 1 dependent	\$75.17	\$37.81	\$75.17	\$37.81	\$75.17	\$37.81	\$75.17	\$37.81
Plus Family	\$112.95	\$75.59	\$112.95	\$75.59	\$112.95	\$75.59	\$112.95	\$75.59
Total Medical & Dental								
Employee	\$490.29	\$130.00	\$444.35	\$65.00	\$349.99	\$28.00	\$334.03	\$0.00
Employee + 1 dependent	\$988.91	\$628.62	\$902.89	\$523.54	\$700.43	\$378.44	\$668.51	\$334.48
Plus Family	\$1,440.60	\$1,080.31	\$1,113.13	\$733.78	\$997.69	\$675.70	\$952.53	\$618.50

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Memorandum of Understanding #1 (added July 2005)

Jeff Rosenstock will continue teaching 2 CUs, will convert to the title of Visiting Faculty, and will continue to be paid at his current 04/05 rate of pay during the transition.

President SFAI, date

President FUSFAI, date