

COLLECTIVE BARGAINING AGREEMENT
between
Goddard College Corporation
and
Goddard College Faculty Union 2322/UAW

June 29, 2015 – June 30, 2018

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ARTICLE I: Term and Union Recognition

This Agreement is made and entered into between GODDARD COLLEGE CORPORATION and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) and its LOCAL 2322 for and on behalf of its unit GODDARD COLLEGE FACULTY UNION (hereinafter referred to jointly and individually as “the UNION” or “GCFU”). The Agreement shall be in place and in force and effect between the date of ratification and June 30, 2018.

WHEREAS negotiations between the GODDARD COLLEGE CORPORATION and the GODDARD COLLEGE FACULTY UNION have resulted in certain agreements;

NOW THEREFORE, the GODDARD COLLEGE CORPORATION and the GODDARD COLLEGE FACULTY UNION set forth in this document the matters agreed upon and subscribed to, which matters constitute the entire agreement between the parties.

ARTICLE II: Definitions

1. **GCC:** Goddard College Corporation, the administration of Goddard College, or the Board of Trustees of Goddard College, its officers and agents.
2. **GCFU:** The Goddard College Faculty Union, a unit of Local 2322, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, its officers and agents.
3. **Faculty Members:** All regular faculty members as defined in Article XII, Section B employed by GCC, but excluding non-professional employees, managerial employees, casual employees, confidential employees, and supervisors.
4. **Campus:** GCC’s campus in Plainfield, VT and all other instructional sites or other locations in which the College offers academic programming.
5. **Program Director:** As used herein, means a person designated by GCC to manage a college program and/or to supervise the work of faculty members.

ARTICLE III: Union Recognition

GCC recognizes GCFU for the purposes of collective negotiations pursuant to a Certification of Representative issued by the National Labor Relations Board, Region One, on December 2, 1998, initially defining two bargaining units – one for on-campus faculty members and one for off-campus faculty members – as it related to faculty members as defined in the Definitions Article in this Agreement.

ARTICLE IV: Meet and Discuss

1. Upon request of either party, the President, and/or designees of the President, shall during each year of this Agreement meet with a committee appointed by GCFU for

purpose of discussing matters necessary to the implementation of this Agreement. The request for any such meetings shall include a list of the specific matter(s) to be discussed. Such meetings shall occur no more than one time per semester, except by mutual assent of the parties.

2. Matters of common concern, other than those specified in paragraph 1, may be discussed *only* by mutual agreement of the President and/or designee(s) of the President and the GCFU.

ARTICLE V: Management Rights

1. Except as modified by this Agreement, all the customary rights, powers, functions and responsibilities of the Board of Trustees of the GCC shall be retained by the Trustees and may be exercised by the Trustees in its sole discretion, acting directly or through its agents, including the administration.
2. Such rights and responsibilities shall also include but not be limited to the following: to hire; to reappoint; to establish new positions and to determine whether or not vacancies will be filled; to determine qualifications, promotion and retention criteria; to determine the curriculum of the College, including the programs which will be offered; to establish and modify rules, regulations and policies not inconsistent with this agreement; to determine whether, to what extent and which employees will be laid off (subject to Article XV, Retrenchment); to determine the means, methods, budgetary and financial procedures and personnel by which the College's operations are to be conducted; to take such actions as may be necessary to carry out the mission of the College in cases of emergencies.
3. The exercise of any management right or function in a particular manner shall not preclude the GCC from exercising the same in any other manner, which does not violate this Agreement. The GCC's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

ARTICLE VI: Union Rights

1. Duly designated union staff representatives of the GCFU shall be permitted in GCC premises at reasonable hours for the purpose of conducting official GCFU business provided it does not interfere with instructional activities or other GCC business.
2. GCFU shall be allowed reasonable use of the intra-campus mailing system, with group mailings not to be excessively made. Any postage required for mailing to faculty members shall be at GCFU expense.
3. The GCFU shall have access for purposes of GCFU business to campus meeting rooms on a space-available basis through the normal GCC reservation process used for booking of rooms by campus-based organizations.
4. The GCFU shall have access to the use of designated copy machines and computers at

reasonable times, provided that the GCFU reimburses the GCC for copying and other expenses.

5. The GCC shall provide the GCFU with a data file, in electronic format if requested, of all bargaining GCFU members by October 20th and April 20th of each year. The file shall be the most current file used by the College's Human Resources department available at the time of sending and shall contain the following information:
 - A. Name
 - B. Initial date of appointment and date of reappointment, if different
 - C. Years of service
 - D. Type of appointment
 - E. Highest degree
 - F. Base salary
 - G. Additional stipends/monies
 - H. College program
 - I. Address
 - J. Employee leave status (with or without pay)
6. If materials from the Board of Trustees are made available to the entire GCC community, the GCFU shall also have access to such materials upon request.
7. GCFU representatives will be given two (2) hours during the first half of each residency for the purpose of GCFU orientation and GCFU business.
8. The GCC and GCFU agree that access to information is an important key to ensuring a productive labor-management relationship. The GCFU shall have access to all information necessary to bargain and administer this Agreement. The GCC will attempt to provide this information within fourteen (14) days of receipt of its written request, and will notify the GCFU if a longer period is necessary.

ARTICLE VII: Academic Freedom

The GCC and the GCFU agree that academic freedom is essential to the fulfillment of the purposes of the College, while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility. It is, and shall continue to be, the policy of the GCC to maintain and encourage full freedom of inquiry, teaching and research. Such academic freedom shall encompass the unconditional freedom of any material relevant to any educational activity to which a faculty member has been assigned to teach in furtherance of GCC learning outcome goals and, to this end, there shall be no unreasonable restrictions upon instructional methods or materials. Faculty members are entitled to the rights of citizenship in their roles as citizens and shall be free from institutional censorship, discipline or reprisal when writing or speaking as a citizen,

including but not limited to when disagreeing with administrative policies or proposals as a member of the Goddard community. Because of their special status in the community, GCFU members have a responsibility and an obligation to indicate (on or off campus) when expressing personal opinions that they are not institutional representatives unless specifically authorized as such.

ARTICLE VIII: Non-Discrimination

The parties shall not discriminate against any faculty member or against any applicant for employment in the positions in the faculty on the basis of race, religion, color, national origin, marital/civil union status, age, gender, gender identity or expression, sexual orientation, genetic information, veteran/uniformed service status, disability, union activity, membership or non-membership in the GCFU, or other legally protected classification.

ARTICLE IX: Grievance and Arbitration Procedures

The GCFU, a unit of Local 2322, and the GCC agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement. However, in the event such a complaint arises between the GCC and the GCFU that cannot be settled informally, a grievance procedure is described herein. Pursuant to this procedure, it is the intent of both the GCFU and the GCC that grievances shall be handled in a timely manner and that neither party shall delay procedures unnecessarily.

1. Definitions

- A. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the GCC and a GCFU member, a group of GCFU members, or the GCFU with respect to the interpretation or application of a specific term of this Agreement.
- B. A "grievant" is a GCFU member, group of GCFU members, or GCFU making the complaint.

2. Informal Procedure

A complaint may be presented informally to the program director or administrator whose decision or action is being contested. In the event that the parties desire to continue the informal process of resolving a complaint, the time periods set forth below may be extended by mutual agreement, which should be memorialized in writing.

3. Formal Procedure

A. Step One

In the event satisfactory resolution is not achieved through informal discussions the

grievant, within thirty (30) calendar days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission (whichever is later), shall complete and forward to the Program Director or administrator whose decision is being contested (with a copy to the Director of Human Resources) a written, signed description of said grievance. The parties shall meet (in person, telephonically, or using a web-based communication tool) to discuss the grievance within ten (10) calendar days of the submission of the grievance. The Director of Human Resources shall forward the respondent's response in writing within fourteen (14) calendar days after the meeting took place.

B. Step Two

If satisfactory resolution is not achieved in Step 1, the grievant, within fourteen (14) calendar days of receipt of an answer, or of the date the answer is due if no answer is provided, shall forward the grievance letter, written statement(s) as to why the resolution is not satisfactory, and any other documentation, to the chief academic officer. The chief academic officer and/or designee shall schedule a meeting with the grievant within fourteen (14) calendar days of receipt of the second-step grievance. Either side may introduce germane information. The chief academic officer shall make a determination and shall inform the employee in writing of the decision within fourteen (14) calendar days following the meeting. In the event that the position of chief academic officer is unfilled at the time of the grievance, or the grievance is against the chief academic officer, the President of the GCC shall designate another individual to decide Step 2 of the grievance.

C. Step Three: Arbitration

- i. In the event a grievance is not satisfactorily resolved at Step 2 of the grievance procedure and the GCFU wishes to proceed to arbitration, it shall serve written notice to that effect to the President within twenty-eight (28) calendar days after receipt of the Step 2 answer. The grievance will then be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.
- ii. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement, and the arbitrator shall not substitute her/his judgment for that of the GCC with regard to any grievance based upon a challenge of a management right, subject to the provisions of this Agreement. The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the GCC, the GCFU and any and all affected members.

4. Compliance with Time Limits

- A. Failure of the grievant to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance, unless modified by mutual consent as stated in

Section 2 of this article.

- B. Failure by the GCC at any step to communicate its decision within the specified time limits shall permit the grievant to proceed to the next step.
- C. The time limits in this Article may be extended by mutual agreement.
- D. The parties shall retain all the rights they have at law to implement the arbitration award.

5. Duplicate Proceedings

The GCFU and the GCC agree that this grievance procedure is the best forum for resolving issues of alleged contract violations. Consequently the GCFU and the GCC will encourage any employee alleging a violation of the non-discrimination article to seek relief through this process. Notwithstanding the above sentence, employees may have rights to pursue claims or complaints through outside agencies, including the Vermont Human Rights Commission. If a complaint is filed with such an outside agency, any internal grievance that is filed or pending will be processed in accordance with the terms of this Article.

6. Rights and Responsibilities of the Parties

- A. No reprisals shall be taken by the grievant, the GCFU, or the GCC against any participant in the grievance procedure by reason of such participation.
- B. A GCFU member may be represented at any level of the grievance procedure by a GCFU member or union professional staff.
- C. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the GCFU members.
- D. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator, and any other expense arising out of the selection of the arbitrator, shall be borne equally by the parties.
- E. The GCC shall promptly forward to the GCFU a copy of any submitted written grievance and any written material accompanying the grievance for processing. If the GCFU requests material relevant to a grievance that did not accompany the grievance, the GCC will make a reasonable effort to provide relevant material that is in its possession.
- F. Grievances will be scheduled for arbitration in the order in which the GCC receives from the GCFU notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.
- G. Submission of grievances shall be sent by United States First Class Mail, postage prepaid, or delivered in hand. Alternate methods of delivery can be arranged with specific prior approval by the Director of Human Resources.

ARTICLE X: Personnel Files

1. The GCC shall maintain personnel files for each GCFU member. These files shall be kept under conditions that insure their integrity and safekeeping and shall contain, but not be limited to, copies of personnel transactions, official correspondence with the faculty member, letters of appointment, all evaluations as described in Article XI, Faculty Evaluation, and other appropriate materials relating to the GCFU member's employment. When the GCC adds material to a member's personnel file, a copy of the material added shall be forwarded to the GCFU member if such member has not previously received a copy.
2. Anonymous or unattributed material shall not be placed in the personnel files. A GCFU member shall have the right to submit to the file custodian a timely written response to any material placed in the personnel files. This timely written response shall then be filed and attached to the appropriate file.
3. A GCFU member's personnel files shall be available for examination by the employee at reasonable hours upon request to the designated GCC representative. GCFU members may, at the normal charge for copies, obtain copies of the material in their personnel file upon request. The personnel files are and shall remain the property of the GCC; however, the GCC shall limit access to the personnel files to those with an official institutional interest in the files.
4. GCFU members are encouraged to review periodically their files. It shall be the responsibility of GCFU members to update annually their personnel files. Such updating may include biographical data, transcripts, documentation of degrees earned after initial hire date, information on professional development, teaching, research, publications, and GCC and public service. GCFU members will, upon request, provide GCC an up-to-date curriculum vitae.
5. The GCFU or a duly designated representative shall have access to a GCFU member's personnel file, provided written authorization has been granted by the GCFU member to the custodian of files. The GCFU or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the GCFU member.

ARTICLE XI: Faculty Evaluation

Faculty members shall be evaluated by their Program Director in the manner set forth below and under the purview of the chief academic officer or person serving in a similar role as delegated by the President.

1. Evaluation Timing

- A. Faculty evaluations should be timed to appointment renewal.
- B. All new faculty hires after the effective date of this Agreement will be subject to a one year probationary period pursuant to Article XII. Faculty who are re-hired to the same

program after a separation from employment will not be required to undergo a new probationary period if they had three (3) or more years of service prior to separation, the separation was not more than three (3) years earlier, and the separation was not due to either termination for cause or a decision by GCC not to re-appoint. Notwithstanding the foregoing, those rehired without a new probationary period must still complete the appointment sequence (i.e., two one-year appointments) before being eligible for a three-year appointment.

- C. The first regular evaluation will occur during the one year appointment following completion of the probationary year (or 1.5 year appointment, in the case of a faculty member whose initial hire was for the spring semester).
- D. Faculty members with multi-year appointments will be evaluated during the fall semester of the final year of their appointment.
- E. If there are extenuating circumstances, either the Program Director or faculty member can request alternate timing of the evaluation. The Academic Dean (or his/her designee) will approve such requests in consultation with the Program Director.
- F. If a leave of absence is approved for an evaluation semester, the faculty member is expected to complete the evaluation as scheduled. A faculty member's request for postponement of an evaluation during the period of an approved leave shall ordinarily be granted, absent compelling circumstances. The academic dean (or designee) approves such requests in consultation with the Program Director. Refer to Postponed Evaluations below.

2. Postponed Evaluations

The timing of a postponed evaluation and reappointment will be:

- A. For faculty on a one year appointment:
 - i. The PD verifies there are no performance issues that preclude reappointment and recommends reappointment to the academic dean (or designee);
 - ii. The dean approves the recommendation and the faculty member receives a one-year Paid by Task reappointment;
 - iii. The postponed evaluation is completed as part of the evaluation due in the spring of the new one year appointment (e.g., a missed spring '16 evaluation would be completed as part of the spring '17 evaluation);
 - iv. If the faculty member is due for a multi-year appointment, they are issued a one year appointment, which, upon a successful evaluation, is amended to the appropriate multi-year evaluation with the one year appointment counting as the first year of the appointment.
- B. For faculty in a multi-year appointment who receive permission to postpone a fall evaluation:

- i. The evaluation will be completed in the spring semester (e.g., a missed fall '15 evaluation will be completed in the spring '16 semester).
 - ii. Assuming a successful evaluation, the faculty member is recommended for reappointment for the upcoming fall semester.
- C. For faculty in a multi-year appointment who receive permission to postpone a spring evaluation (for example, if a faculty member takes a fall leave of absence and requests to extend the leave of absence through the spring):
 - i. The faculty member will receive an amended letter of appointment extending the existing appointment by one year.
 - ii. The postponed evaluation will be completed in the fall of the extended year (e.g., a missed spring '16 evaluation would be completed in fall '17).
 - iii. Assuming a successful evaluation, the faculty member is recommended for reappointment to the full length of the multi-year contract they are next due for, with the appointment beginning the fall semester following the extended appointment.

3. Additional Evaluations

- A. In the event that any evaluation, including multi-year evaluations, identifies areas of significant concern in performance, the faculty member will be asked to submit a full evaluation upon completion of two additional semesters.
- B. A Program Director may also request that a faculty member submit material for review during a non-evaluation year, if new concerns emerge about the faculty member's job performance.

4. Failure to Complete

Every effort will be made to complete a faculty member's evaluation within the time period provided herein, unless a mutually agreeable alternate schedule has been arranged between the Program Director and the faculty member, in consultation with the Academic Affairs Office. In the event that GCC fails to complete a faculty member's evaluation within the time period provided herein, the faculty member's current appointment shall be extended so that in no case shall a faculty member receive less than a semester's notice of an unsuccessful evaluation, except where the evaluation has been postponed at the faculty member's request or where the faculty member has failed to comply with applicable evaluation timelines.

5. Dual Evaluations

- A. Faculty members who have more than one Program Director shall be jointly evaluated by the Director of each program following the evaluation process laid out in this article with the following amendments:

- B. The evaluation will be done on the schedule for the program or residency option/site that comes earliest in the academic calendar.
- C. The evaluation will be completed by one Program Director in consultation with the second Program Director, who will review the evaluation and add assessment relevant to the work supervised. The Program Directors will alternate the lead role in successive evaluations.
- D. Each Program Director will include a reappointment recommendation.
- E. There will be two peer reviewers, one selected from each program and/or residency option. Each peer reviewer will read the full evaluation file.
- F. The faculty member being evaluated will prepare a single portfolio and submit two (2) sets of responses to packets/course work from each program. Peer reviewers shall receive one and one-half the amount normally paid for a peer review if the peer reviewer is not fulfilling his/her service requirements.

6. Evaluation Folder and Access

- A. The Academic Affairs Office maintains an electronic evaluation folder for each faculty member. All evaluation materials are to be submitted following the protocol determined by the Academic Affairs Office.
- B. The Academic Affairs Office oversees permissions to the evaluation folder. The faculty member, Program Director, and academic dean have ongoing access to the folder at all times. Peer reviewers will have access to the folder until such time as they have completed and submitted their evaluations. Upon completion of the evaluation process, the folder is archived in a permanent evaluation file to be maintained by the Academic Affairs Office.
- C. Faculty members' evaluation files shall be kept under conditions that ensure their integrity and safekeeping. No materials shall be added outside of the evaluation process and according to the procedures in this Article. Faculty members and their duly designated representatives shall have access to their evaluation files according to the same procedures applicable to personnel files under Article X.
- D. Human resources professionals, the chief academic officer, or the President shall have access to evaluation materials in the performance of their duties.
- E. The faculty evaluation folder is an administrative record and maintained as such by the Academic Affairs Office. It is not the faculty member's personnel file, which is maintained by the Human Resources Office. Specific components of the evaluation process (refer to Evaluation Process below) are submitted to the Human Resources Office for inclusion in the faculty member's personnel file. The final evaluation shall be placed in the faculty member's personnel file.

7. Evaluation Criteria

Faculty members will be evaluated for their performance of their customary responsibilities as defined in Article XIV: Faculty Workload and Compensation, any additional program-specific responsibilities as defined by their program(s) and approved by the Academic Dean, and for their fulfillment of the following qualities of excellence:

A. Community Engagement

Treatment of all individuals with respect; encouragement of awareness of, and respect for, diverse views and cultural differences. Active participation in collegial dialogues and professional conversations with peers. Work collaboratively with faculty members, staff, and other colleagues.

B. Professional Development

Commensurate with such professional development resources as may be provided by the College, complying with professional standards in their fields, keeping abreast of developments in their discipline(s) and integrating their research and scholarship (broadly defined) into their capacity as a faculty member. Mindfulness of developments in progressive adult education and integration of same into their advising and teaching. In addition to the foregoing, service to the profession, whether external or internal to the College, can be considered part of the faculty member's professional development.

C. Academic Engagement with Students

Guiding students in developing self-direction, while challenging them to deeper engagement and further growth. Encouraging students to be independent, informed, analytical, creative, and critically thinking individuals who work responsibly and collaboratively with others. While using the dialogic methods appropriate to progressive pedagogy, improving students' grasp of content, methodology, and/or artistic, scholarly, and professional practice in their chosen area(s) of focus.

D. Service

Commensurate with type of appointment, the faculty member fulfills the terms of his/her work plan for the period under evaluation, which should include all service work the faculty member expects to perform, whether compensated or uncompensated.

8. Evaluation Packet

The faculty member being evaluated shall be notified of and provided access to all materials and information considered by the evaluators and shall have an opportunity to review and address any such materials and information prior to completion of the evaluation.

The evaluation packet considered by the Program Director and peer reviewers will consist of the following materials:

A. Materials Provided by the Faculty Member Undergoing Evaluation

- i. **Faculty self-assessment** addressing the criteria listed in this article and any

additional responsibilities specific to the faculty member's program. The self-assessment shall, among other items, present information regarding the faculty member's performance in relation to each of the roles for faculty members (as listed in this Article, Section 7.D.: Evaluation Criteria), for the time period under consideration, any concerns or specified areas of improvements from the previous evaluation and/or current appointment. The self-assessment form shall be developed jointly by the Union and GCC and shall be subject to approval by both parties.

- ii. **Updated C.V.**
- iii. **Faculty member's responses to packets/course work** for the most recently completed semester or two most recently completed semesters from two students, selected by the faculty member; the Program Director has the option of selecting a third student for similar documentation.
 - a. If teaching in two programs, the faculty member will submit two examples of responses to student work from each program
 - b. If teaching in two residency options/sites, the faculty member will submit one response to student work from each site/option.
- iv. **Faculty member's end of semester evaluations of the selected students** (see iii, above) and the students' end-of-semester evaluations of their own work; the Program Director has the option of selecting a third student for similar documentation.
- v. An itemized list, or a description, of the **faculty member's professional development activities**.
- vi. **Additional Materials**: The faculty member may also submit recognitions and awards, assessments by outside evaluators and/or other documents or information the faculty member deems relevant to his/her job performance during the period covered by the evaluation.

B. Faculty Member Evaluations by Students

Students are asked to submit evaluations of their faculty advisors/mentors each semester, one at the end of the residency and one at the end of the semester. Each program shall have its own evaluation form designed by the Program Director in consultation with the faculty members in that program. Students submit these evaluations to the Program Director. The Academic Affairs Office makes the evaluations available to the faculty member once he/she has submitted all of his/her student evaluations to the registrar. Anonymous evaluations are not accepted.

The evaluation packet shall include all student evaluations of the faculty member (as advisor and mentor) submitted since the previous reappointment evaluation.

C. Materials Provided by the Program Director

The Program Director may include in the evaluation packet other documents or information relevant to an evaluation of the faculty member's job performance during the period covered by the evaluation. In the case of faculty with duties requiring interfacing with outside entities, the Program Director may also solicit and include assessments by relevant outside evaluators.

D. Confidential Information

The Program Director or faculty member may wish to include relevant information of a confidential personal nature. In such cases, the faculty member shall have the option to decide whether to make such information available to the peer reviewers.

9. Evaluation Process

The Academic Affairs Office shall establish a uniform process and calendar for faculty evaluations, which will provide for timely advance notice to faculty who are due for evaluation and will include clear, reasonable time frames for each stage of the evaluation process. Evaluation materials are submitted in the manner and on the scheduled determined by said process.

A. Peer Reviewers

- i. The faculty member will be evaluated by at least two faculty members, in addition to the faculty member's Program Director(s), in their capacity as colleagues and professionals performing similar work. The manner of selection of the faculty peer reviewers shall be worked out by the faculty and Program Director in each program, but the person being evaluated will in every instance be informed in advance and will have the opportunity to request that the Program Director consider a different faculty member peer to be assigned to the review.
- ii. The peer reviewers shall review all material in the evaluation packet (except materials excluded as Confidential Information as detailed in Section 8.D. of this article), and may consult with one another and/or with the Program Director prior to submitting their evaluations. Similarly, the Program Director may discuss relevant issues with the peer reviewers prior to submission of their final evaluations. Upon completion, their evaluations shall be added to the evaluation packet.
- iii. If the peer reviewer does not submit a report, the Program Director will extend the deadline by one week and notify the faculty member and other peer reviewer. If the written peer reviewer report is still not provided, the Program Director will proceed with the evaluation and note the absence of peer reviewer feedback in the final evaluation.

B. Final Evaluation Steps

- i. The Program Director shall prepare the final evaluation, incorporating materials from the evaluation file, including the evaluations of the peer reviewers, which shall also be appended to the final evaluation. In the final evaluation, the Program Director shall explain any material disagreements with the assessments of the peer reviewers.
- ii. The Program Director shall share his/her draft evaluation with the faculty member being evaluated prior to finalizing the evaluation. At the faculty member's request, the Program Director will meet with him/her for purposes of correcting errors of fact and/or omissions, and to discuss performance concerns identified in the draft evaluation before the evaluation is finalized. The faculty member may elect to attach comments concerning either the Program Director or a peer reviewer's evaluation, but his/her decision not to do so shall not be construed as agreement by the faculty member with the evaluation.
- iii. Once finalized, the evaluation shall be delivered to the faculty member and the chief academic officer, with the Program Director's recommendation regarding reappointment. The chief academic officer reviews the evaluation and determines whether to reappoint the faculty member. The CAO's written decision is then forwarded to the faculty member.

ARTICLE XII: Faculty Appointment and Reappointment

1. Length and Timing of Appointments

- A. Faculty appointments shall be made at the following intervals and for the following durations:

Service Year	Term of Appointment
1	1 year (Probationary)
2	1 year
3 - 5	3 year
6 - 8	3 year
9 - 13	5 year
All subsequent years	5 year

- B. Faculty appointments will normally be renewed in the fall semester.
- C. Faculty who successfully complete the probationary year as detailed below shall be appointed for a one-year term. Faculty members hired mid-academic-year will be given a one and a half (1.5) year appointment following the successful completion of the one year probation period. Their salary shall be increased to the two year rate whenever

they complete their second full year of employment and shall be increased to the third year rate when they begin their first three year appointment. Faculty members hired in the middle of the academic year will be considered full members of the GCFU.

- D. Faculty who successfully complete a second service year pursuant to the evaluation process in Article XI: Faculty Evaluation shall be appointed for a three-year term. Faculty who successfully complete a three-year appointment pursuant to the evaluation process in Article XI shall be appointed for a second three-year term. All subsequent appointments, upon completion of a successful evaluation pursuant to Article XI, shall be five-year terms.

2. Probationary Period

- A. Faculty hired after the execution of this Agreement shall be subject to a one-year probationary period. During the probationary period, a faculty member may be terminated with or without cause, and, in addition, the decision not to reappoint at the end of the probationary period shall not be subject to the Grievance and Arbitration provision of this Agreement. Probationary faculty members are bargaining unit members and shall be covered by all provisions of this Agreement unless expressly excluded.
- B. During the probationary year, faculty will be subject to informal Program Director review. The purpose of the informal review is to provide mentoring and to document professional development during the probationary period.
- C. This review may be broadly or specifically focused, depending on the faculty member's needs, and may include any of the following:
- Representative packet/course responses and/or other appropriate examples of academic engagement with students, including end of semester evaluation, selected by the faculty member and the PD
 - Communications
 - Examples of service work and/or other assigned administrative tasks
 - Examples of engagement with colleagues at residencies and during the semester
 - A brief self-reflection by the faculty member
 - A brief response to the faculty self-reflection by the PD

3. Reappointment

- A. Reappointment decisions up to and including the decision to grant the first multi-year appointment may be made based on performance and/or on fiscal, staffing, programmatic and curricular needs; the decision not to reappoint to a second one year term shall not be grievable. Beginning with the first three year appointment, the decision not to reappoint shall be subject to the grievance procedure, but may be overturned only if the decision was arbitrary, capricious or based on erroneous conclusions concerning

the faculty member's performance.

- B. In making reappointment decisions beginning with the decision to reappoint to a second three year term, the GCC shall consider only the performance of the faculty member. Beginning with the decision to appoint to a five-year term, failure to re-appoint a faculty member must be based on just cause.
- C. No faculty member who is on a multi-year (3 or a 5 year) appointment shall be denied reappointment to a subsequent multi-year appointment based on performance concerns unless the faculty member has received prior notice of any such concerns and an opportunity for improvement.
- D. Faculty members on multi-year appointments shall receive notice if reappointment is denied by no later than the beginning of the last semester of their current appointment, except where the evaluation has been postponed at the faculty member's request, or where the faculty member has failed to comply with applicable evaluation timelines.
- E. To be eligible for a multi-year appointment, a faculty member must aggregate 2 (or 2.5 if initial or rehire appointment was for a spring semester) active years of service within three years following employment by the GCC, unless GCC and GCFU mutually agreed otherwise. Breaks in service, except for involuntary breaks, including breaks initiated by the GCC, as well as documented ADA and FMLA leaves, will *not* be included for purposes of calculating the first two (2) years of service.
- F. For faculty members who are on multi-year appointments, time away from the institution during the appointment term *shall* count toward the running of the appointment, except as noted otherwise in Article XVI: Leaves of Absence.
- G. If, as a result of an increase in program size, two or more faculty members of the same seniority become eligible for a salaried position, the decision about which one will be chosen will be made in a process similar to the hiring guidelines available from the Human Resources Department.
- H. A new faculty hire must first meet curricular and programmatic needs. After these needs are met, the finalists will be evaluated based on their identifiable qualities. At this stage internal candidates will be accorded added consideration.

ARTICLE XIII: Discipline and Discharge

The GCC will not discipline or discharge a faculty member during their appointment except for just cause. When any disciplinary material is introduced into a faculty member's file, the GCC will send a copy to the faculty member and the UAW Local 2322 servicing representative as identified by the GCFU in a timely manner.

ARTICLE XIV: Faculty Workload and Compensation

1. Types of Appointments

- A. There shall be the following types of faculty appointments in the GCFU:
- Salaried Position: 50% FTE or 100% FTE, except as otherwise noted in this contract.
 - Paid By Task (PBT)
 - Temporary Appointments
 - Temporary Extra Residency Assignments
 - Multi-program appointments
- B. In addition to these appointment types, faculty may also receive appointments to part-time salaried non-teaching, administrative positions (for example, licensure or program coordinator). The Union shall be notified of the creation of any such position. The terms and conditions of such positions shall be subject to negotiation within the Labor Management Committee. The parties agree that benefit eligibility rules should be applied in a consistent manner and that where such non-teaching appointments are not temporary, they should provide the same fringe benefits as other salaried faculty positions at the same FTE%.
- C. The parties agree that they will make good faith efforts to reach agreement on how to determine benefit eligibility for such positions going forward. If they have not reached agreement by June 30, 2015, either side may thereafter submit the matter to final offer interest arbitration. If the parties cannot agree on an arbitrator, one will be selected through the American Arbitration Association.

2. Salaried Positions

- A. The calculation of whether and how many salaried faculty positions are available to a program is detailed in Appendix E.
- B. Faculty members who accept a salaried position are expected to remain in a salaried position for the duration of the multi-year appointment excepting the provisions of Article XVI: Leaves of Absence or as mutually agreed upon prior to start of the fall semester.
- C. Other than adjustments for service work, to meet programmatic needs for a given semester, salaried faculty members may be requested to take one student more or less than the agreed upon load for their level of appointment. Assignments for the subsequent semester will be adjusted so that over an academic year a faculty member's student load corresponds to the agreed upon number for their salary rate.
- D. The number of salaried faculty shall not normally exceed coverage for 75% of the FTE students in the program. Faculty members who have completed two years of service,

and are willing to both carry the student load and service responsibilities of at least a 50% salaried faculty position, will be eligible and will be offered salaried faculty positions based on their seniority. If after reaching the 75% of FTE student coverage there are still faculty members with more than 2 years of service who have not been offered a salaried position, they will be offered a multi-year appointment and will be paid on a paid by task basis and will be offered the opportunity to convert to a salaried appointment if qualified for future salaried positions when offered.

E. 50% Salaried Positions

- i. This is the standard appointment for faculty members with more than two years of service at Goddard College. Faculty members who have completed two years of service will be offered the 50% salaried faculty position based on their seniority, subject to a program's capacity to support such appointments as determined by the formula set forth in Appendix E.
- ii. 50% salaried faculty members attend two residencies per year. For faculty members in the BA/MA programs the standard .50 FTE student load is 16 students per year. For the MFA programs the standard .50 FTE student load is 14 students per year. Additionally, faculty members are expected to participate in programmatic and college wide service, as set forth in this Article, Section 11: Service Time.

F. 100% Salaried Positions

- i. 100% faculty members are expected to be full-time employees of the GCC.
- ii. 100% positions are generally program-specific, but may cover more than one program at the discretion of the GCC, with the agreement of the faculty member and/or by design of the position.
- iii. The advising load for 100% positions shall not exceed 12 students for MFA programs and 14 students for BA/MA programs, and may be less depending on the mix of service and/or non-teaching administrative work required of the position. For positions without a defined non-teaching administrative component, service work shall generally be 25% of the position.
- iv. 100% faculty shall be entitled to paid vacation time in an amount determined in accordance with the policy described in the Goddard College Employee Handbook (revised November, 2014). Vacation time must be approved by the program director. Such approval shall not be unreasonably withheld. Eligible faculty will be required to complete a semi-monthly form indicating any vacation time used during the reporting period.
- v. Appointments to 100% salaried positions will be conducted in a transparent manner using an open search and the hiring procedures, which include PD and program faculty input. Priority will be given to curricular and program needs, with seniority given weight in the final decision. Hires will typically be accomplished by converting 50% positions to 100% positions, though curricular

needs may cause a need to create a new 100% position. Any significant deviations from the job qualifications and job descriptions for GCC faculty members will be negotiated with the GCFU.

3. Paid by Task Positions

- A. Paid by task faculty members are paid a base rate which covers each residency they attend and the normal service work of the semester, plus the per student rate for each advisee they are assigned, determined in accordance with Appendix D.
- B. The assignments of advisees and other tasks are made based on the GCC's and program's needs. Advisee assignments are made available to paid by task faculty members after all salaried faculty members have been assigned their full load of advisees in accordance with applicable provisions of this Agreement. Paid-by-task faculty members are not guaranteed any specific advisee load, as their load is dependent on the student enrollment in the program less the total load assignable to salaried faculty members.
- C. During their first two years of service, faculty members are only eligible for a paid by task appointment.
- D. As faculty members move into their third year of service they will, dependent on their desire, satisfactory evaluation, and program enrollment, be moved into some form of salaried position. Faculty members who do not wish to move to a salaried position may elect to continue being paid by task. Such a choice will not be counted against faculty members when they are evaluated. These faculty members will receive the appropriate multi-year appointment.
- E. It is important for paid-by-task faculty members to have a role in program planning and development of academics at Goddard. By mutual agreement, paid-by-task faculty can be assigned administrative work at the regular stipend rate agreed upon by GCC and GCFU.
- F. Every fall, GCC will offer any 50% salaried positions that have become available within a program to PBT faculty from that program in order of the most to least senior, regardless of where individual faculty members are in their appointment cycle or whether they have previously declined a salaried position.

4. Temporary Appointments

- A. GCC may also have need in infrequent circumstances to hire a faculty member, including a faculty member from another program, to teach up to a full load for one semester or one full academic year. These appointments are non-salaried. Hires will be considered members of the GCFU, but will not normally have any expectation of reappointment, although they may apply for vacant positions.
- B. When there are temporary vacancies in programs with multiple residencies, first the Program Director of the residency with vacancies will confer with a working group of

faculty members from the residency to establish the area of curricular need, as well as the program's cultural needs (e.g. diversity). Current faculty members from the other program residency whose professional background indicates that they can meet these criteria and for whom their evaluations support their ability to take on the added advising and residency work will be the initial pool of candidate(s). If the position cannot be filled from this pool of candidates then an external search for the temporary vacancies will proceed. The candidate(s) identified for hire will be presented, along with the supporting documents and recommendation, to the CAO (or designee) for final appointment approval.

5. Temporary Extra Residency Assignment

- A. A temporary extra residency assignment (TERA) is a temporary, non-salaried appointment, irrespective of the faculty member's primary appointment. Compensation for a TERA appointment shall be in accordance with Article XIV: Faculty Workload And Compensation. As with all temporary appointments, faculty members hired under these conditions will not normally have any expectation of reappointment. In addition time spent as a TERA appointee shall not count toward seniority in that program.
- B. 100% salaried faculty cannot apply for TERA appointment unless GCC and GCFU agree the workload in their current position can be adjusted or the faculty member takes a leave or partial leave of absence from their current position to assume the TERA position.

6. Multi-Program Appointments

- A. By mutual agreement, and exclusive of the 100% positions mentioned above, faculty members in one program may be employed by another program simultaneously. If this occurs, and the faculty member is eligible for a salaried position and multi-year appointment, the faculty member will receive such an appointment in their primary program (the program they were first appointed in), but with the normal student load appropriate to their primary appointment distributed between the two programs by mutual agreement of Program Directors in consultation with the faculty member. Compensation in both programs will be determined by the faculty member's years of service in their primary program.
- B. In addition, the faculty member will be paid for the additional residency and any additional students taken above the normal student load appropriate to their primary appointment. The faculty member's administrative duties shall be performed in either one of the programs or split between both, by mutual agreement between the Program Directors, after consultation with the faculty member. The faculty member will accrue years of service if appointed to a one year appointment in the secondary program separately and simultaneously, and once the faculty member has completed two years of service in the secondary program, the faculty member will likewise be eligible for a salaried position in the secondary program. When making any calculations outlined in the appendices, faculty members in the situation described above will be counted only

against their primary program.

7. Atypical Faculty Hiring

Occasionally, for reasons ranging from an exceptional opportunity to program specific needs, a faculty member may be hired outside the practices outlined above. If such an occasion arises, the GCC will consult with the Program Director(s), who will consult with two representative faculty members from the program(s) affected to accomplish the hiring with the interest of the program and its faculty appropriately considered.

8. Adjunct Faculty

Adjunct faculty are not members of the bargaining unit, but receive the same per student rate and benefits as paid-by-task faculty. Their residency fee is prorated. Adjuncts are hired only under unusual circumstances, generally to teach no more than three students per semester, normally do not attend full residencies, and may not be employed in this status for more than two consecutive semesters, unless the GCC can demonstrate that the need for the adjunct's services are limited to two students, or fewer, and the need is recurrent because of a specific curricular necessity that cannot be filled by regular faculty members. Faculty members who are on leave and take students are not adjuncts. If they take two or more students, the semester will count toward the accrual of service time. Faculty members who are hired for one semester, and are not true adjuncts, meeting the conditions as described above, are considered part of the GCFU.

9. Compensation

- A. All faculty members shall receive payment for the instruction of assigned students in each semester and for the fulfillment of the customary responsibilities of his/her program at the GCC. This includes participation in the required residency program at the beginning of each semester, a one-day orientation program for new faculty members in conjunction with their first residency, participation in faculty development as necessary for continued professional growth, and duties and responsibilities as specified in a particular program work plan.
- B. Faculty members shall receive compensation as set forth in Appendix C and Appendix D.
- C. An approved leave of absence of one semester per every three-year appointment period or an approved leave of absence of one year (two consecutive academic semesters) per every six year appointment period (two consecutive three year appointments) shall not affect accrual of years of service for purposes determining entitlement to the longevity increase. However, any break in service shall *not* be included in years of continuous service for purposes of calculating the first three (3) years of continuous service in order to receive the first longevity increase. In the event that such leave of absence during the first three years was involuntary by the faculty member, the faculty member may continue to accrue continuous service credit for purposes of determining entitlement to

the longevity increase. (See Article XVI: Leaves of Absence and Article XII: Union Security).

- D. Effective June 1, 2009, for purposes of determining prior years of service for faculty returning to the College - as it relates to eligibility for compensation increases *only* as set forth in Article XIV, Section 9: Compensation, Appendix C, and Appendix D - all prior years of service to the College will be included in aggregate unless there has been a break in service of seven (7) continuous years or greater, in which case service accumulation will not include any service time prior to the seven (7) continuous year or greater break.

10. Customary Instructional Responsibilities

- A. All faculty members are expected to perform instructional duties in accordance with the direction and requirements of the GCC, its Program Directors, and the chief academic officer. Each Program Director will develop a job description that shall serve as the work plan of faculty members in the program. The Program Director shall give due consideration to the recommendations both individual and collective from faculty members in that program, the faculty member's responsibility and commitment to the College as identified in this agreement, and as agreed to with the chief academic officer and the Director of Human Resources before finalizing the job description.
- B. Such work shall include advising, reviewing, and evaluating the assigned students each semester (including appropriate correspondence or other communications), assisting graduating students with his/her final project or thesis preparations, and consulting with Program Directors and other faculty members concerning student progress.
- C. In addition, faculty members will be expected to work as second readers for an assigned number of students. The number of second readerships assigned to a 50% FTE shall normally be two (2) per academic year but shall not exceed three (3) per academic year without the agreement of the faculty member. If a faculty member agrees to be assigned three (3) second readers, they will either be compensated at the appropriate second reader rate for the additional second reader, or will receive a commensurate reduction in administrative duties. If a paid by task faculty member is assigned a second readership, the faculty member will be compensated at the appropriate second reader rate.
- D. In addition, faculty members participate with the Program Directors and the GCC concerning development of programs at the College, including assessing programmatic needs, participating in program evaluations, collaborating concerning development of innovative teaching modalities, and similar service to the GCC.
- E. Faculty members are also required to participate in two yearly residencies for their program, each of which shall not normally exceed ten (10) days in length, including faculty meetings at the beginning or end of the residency. This participation shall include full-time attendance at the residency (including required attendance at preparation sessions), and includes being available for residency work related to the faculty members' responsibilities that may be scheduled from 8:30 am to 9:00 pm each

day; preparation for and delivery of up to two (2) workshops (or one seminar or other equivalent activity), none of which should normally exceed six (6) hours total; extensive individual meetings with students in developing the individualized curriculum for each student; participate in faculty development programs offered in conjunction with residencies; and carrying out other directives of the Program Director. The GCC agrees that it will schedule, during the above-referenced residency workday, two (2) hour during each residency period for the GCFU members to meet regarding GCFU matters.

- F. As essentially self-directed professionals, faculty members will spend an appropriate amount of time outside the teaching semesters on a variety of activities, including administrative work, and curriculum development and planning; such activities to be planned in conjunction with the Program Director and chief academic officer. Faculty members are entitled to unpaid time off when they are not required to perform the duties of their positions as traditionally scheduled. Per past practice, the faculty member and the Program Director will mutually agree on the scheduling of this time off.

11. Service Time

- A. Part of each faculty members' responsibilities includes service to their program(s) and to the college. The exact nature of faculty members' service will be determined by faculty members and Program Directors for each program, with possibly some of the service being college wide (outside of the faculty member's program). At the residencies, service tasks for the semester will be assigned with consideration given to program needs, CBA identified service, college wide needs, and the desires and expertise of faculty members involved, and an equitable distribution of the service work to all faculty members based on the extent of their contractual commitment to the college (paid by task, 50% FTE, 100% FTE, etc.). This Service Plan may describe tasks for both semesters in the academic year, if created during the fall residency.
- B. As a rough guideline 50% salaried faculty members should devote about 10% of their time to service. As a rough guideline 100% salaried faculty members should devote about 25% of their time to service. It is the intention of the parties that the standard service assignment should include a variety of tasks including more ordinary tasks like program planning, and new tasks that provide service to the program and/or the GCC. Appendix F lists tasks and whether they are considered to be ordinary or extraordinary.
- C. Faculty members who are employed on a paid by task basis are expected to perform outside of the residency ordinary tasks commensurate with the obligations of all faculty members and the level of their per task commitment. Some program planning and occasional faculty and program communications are normal expectations. Faculty employed on a paid by task basis will be expected to participate in no more than one faculty member peer evaluation per semester. Paid by task faculty members are compensated for service work as outlined in this Article, Section 3: Paid by Task Positions.
- D. Any work assigned above that which is required, (extraordinary tasks that normally

would not be able to be completed within a normal service time frame) will be compensated by additional pay or a reduction in student load as determined through mutual agreement of the faculty member and the Program Director, in consultation with the chief academic officer. It is the intent of the GCC and the GCFU that the service time percentages operate as a guideline and that each semester the Program Director and the faculty members in the program assess the assignment of service work in an effort to keep it reasonable and fairly distributed.

- E. Other than adjustments for extra-ordinary work, to meet programmatic needs for a given semester faculty members may be requested to take one student more or less than the agreed upon load for their level of appointment. Assignments for the subsequent semester will be adjusted so that over a year's time a faculty member's student load corresponds to the agreed upon number for their salary rate.
- F. Salaried faculty may request a partial workload reduction from their position. Faculty members who serve in more than one program or residency option/site should indicate in their workload reduction requests the program or residency option/site from which they would like to take the reduced workload. The Program Director(s) in consultation with the chief academic officer or designee shall have final approval as to the program or residency option/site from which the reduction will be taken.
- G. From time-to-time the GCC may request that a faculty member being paid by task perform an activity of an extraordinary nature, requiring an unusual commitment of time from the faculty member to perform the task and which will be delineated in a brief written agreement. In these instances, with the prior approval of the Program Director and the chief academic officer, the faculty member shall receive additional compensation for such additional assignments at an agreed upon stipend. The GCC will attempt to make additional assignments to paid by task faculty member in an equitable manner and in consideration of the faculty member's willingness to participate.
- H. Services provided to the program and the GCC will be assessed and considered in evaluating all faculty members.

ARTICLE XV: Retrenchment

1. Trigger

- A. Retrenchment as a result of financial considerations, program or curricular curtailment or change or elimination of program and/or degree tracks shall be applied as hereinafter set forth.
- B. The GCC retains the sole and exclusive right to determine the need for retrenchment, the magnitude of the retrenchment, and the program(s) and/or degree tracks within which retrenchment shall take place. The goal of this Article is to ensure a fair and transparent process that the supports curricular, programmatic and the diversity goals of GCC and of affected program(s).

2. Notice

- A. The GCC shall provide an Intent to Retrench notification to the GCFU within two (2) business days of the date for approval of requests for leaves of absence under Article XVI: Leaves of Absence or as much notice as practicable in the event of unforeseen emergency circumstances.
- B. The notice to the Union shall include the following information for each program targeted for retrenchment:
 - i. The reason(s) for the proposed retrenchment.
 - ii. The potential number of position(s) within the program that will be eliminated.
- C. GCC will provide the Union with any financial or other data the Union may request that is relevant to the decision to retrench.

3. Meet and Confer

- A. Promptly after the above notification, for each affected program, a joint Union-GCC consultation team will meet to discuss the retrenchment plan. The team shall include the Chief Academic Officer or designee, the Program Director, and up to three faculty members designated by the Union and program faculty. The consultation team will develop a plan identifying the curricular, programmatic and diversity goals of the program in the context of retrenchment. The CAO, or designee, and Program Director(s) will then provide the consultation group and Union with a list of faculty identified for retrenchment, based on the goals developed by the joint consultation team and consistent with the provisions contained in this Article.
- B. Prior to implementing any reduction in force, GCC shall consider alternatives to layoff, including attrition, shared load, reassignment, workload reductions, and voluntary furloughs or layoffs. Voluntary furloughs or layoffs shall not be unreasonably denied.
- C. For purposes of this Article, a furlough is defined as a voluntary, unpaid reduction in workload (students and/or service). A semester furlough is a reduction in workload (advising AND service) as follows:
 - i. For salaried positions a furlough can be a 50% or a 100% reduction in the faculty member's workload (advising and service).
 - ii. For paid by task positions, a furlough consists of a 100% reduction in the faculty member's reduction (advising and service stipend).
- D. A furlough does not preclude a faculty member from undertaking service work for a stipend if approved by GCC. A furlough shall not count toward the running of a faculty member's appointment term or toward the maximum leave allotments specified in Article XVI, "Leaves of Absences".
- E. Individuals who will be affected shall be notified by no later than 42 days prior to the residency. In the case of unexpected emergency, the GCC will provide as much notice

as is practicable.

4. Order of Layoffs

- A. Involuntary layoffs shall be implemented in order of seniority (as defined below in paragraph E.) within the affected program — with the least senior being the first laid off, provided that the remaining faculty are academically qualified to meet the projected programmatic, curricular, and diversity goals of the program. For purposes of this Article, the term “program” is inclusive of all degree tracks, residency options, and campuses within a program. Where there are more than the needed number of volunteers for layoff who are appropriate according to the criteria in this Article, layoffs shall be granted in order of most to least senior.
- B. When making decisions between two faculty members with equal seniority, and both of whose layoffs would still allow the program to meet the needs identified in the retrenchment plan, the Program Director shall exercise his/her best judgment as to whom to retain based on expectations for how that person would fulfill program needs and provide a recommendation to the CAO or designee. Final authority for determining who will be subject to retrenchment rests with the Chief Academic Officer.
- C. Faculty who are subject to layoff shall be offered reassignment to an existing vacancy in their own or another program if they are academically qualified for the position. Consistent with past practice, faculty will be considered for other available work for which they are qualified.
- D. A faculty member who would otherwise be laid off due to lack of work in his/her own residency may be involuntarily reassigned to another residency site or option within the same program only if other alternatives have been exhausted, including but not limited to voluntary assignment of another qualified faculty member or involuntary reassignment of a less senior, qualified faculty member from the same program. A faculty member subject to involuntary reassignment will be allowed the time necessary-- up to one academic semester — of unpaid leave in order to complete commitments that conflict with his/her new residency schedule, provided that GCC is able to meet the programmatic, curricular and staffing needs of that residency with other faculty, including through TERA, adjunct or other temporary appointments or by temporary voluntary reassignments. A faculty member may also exercise his/her seniority rights to choose a layoff (with severance) over an involuntary reassignment, where there is a less senior faculty member who has been selected for layoff and who is also qualified for the reassignment and who in that event would be subject to the involuntary reassignment instead.
- E. When retrenchment occurs in a multi-residency program, the GCC will make every effort to finalize layoff decisions before the first residency of the semester takes place. If a layoff must occur after the program's first residency because of under-enrollment affecting the second residency, and a faculty member from the first residency is scheduled for layoff based on the criteria in this Article, that faculty member will be

retained for the remainder of the semester. In this event, a faculty member from the second residency who is expected to move to the first residency will be placed on an involuntary leave of absence, unless in the discretion of the Program Director there is appropriate non-advising work to which that faculty member can be assigned in the first and/or second residency (e.g. a service work assignment) until the following semester.

5. Seniority

- A. Seniority shall be defined as years and partial years of service in the bargaining unit or College administration, if having come from the faculty initially (with a year constituted by two semesters and a semester being the minimal recognized unit), unbroken by voluntary resignation or termination. Seniority shall accrue during a furlough. Service years/partial years shall be counted in the same manner whether served as a salaried or paid-by-task faculty member. In the event of two faculty members with the same bargaining unit seniority, the member with the greater number of years of service within the affected program shall be deemed the more senior.
- B. The parties agree that there should be a consistent set of rules governing the return of former faculty members to the faculty after serving in a non-bargaining unit position at the College. The parties will negotiate a consistent set of rules through the Labor and Management Committee. A former faculty member returning to the faculty from a non-bargaining unit position at the College shall not displace a faculty member unless the returning faculty member has greater seniority.

6. Recall

- A. Persons removed as a result of retrenchment shall be entitled to recall at the College, in inverse order of layoff to the same program and position and with the same accrued years of service at the time they were laid off. Wages and benefits will be as per the CBA for the faculty member's years of service and type of position. The recall period is for two (2) academic years succeeding the retrenchment semester.
- B. Persons removed as a result of retrenchment shall be advised of, and may apply for, other GCFU positions at the GCC, which may become vacant for one (1) year succeeding the retrenchment year. Such faculty members must apply for such vacancies within ten (10) days after certified receipt of notice, and if qualified, they will be given preference for the position.
- C. If the search is due to an unanticipated opening less than nine (9) weeks prior to the residency, the application time frame may be abbreviated as necessary to complete the search before the residency.
- D. The faculty member so reinstated or appointed under subparagraph (1) above shall maintain accrued seniority; however, s/he shall not accumulate seniority while retrenched. Any such offer of reinstatement or appointment must be accepted within twenty (20) days of certified receipt of such offer. Faculty members who are retrenched have an obligation to maintain with the GCC their current email and mailing address.

7. Severance

A. *Salary Continuance*

Faculty members who are laid off shall receive severance in the form of salary continuance (see Severance Schedule) to be paid beginning with the semester in which the layoff is effective as detailed below:

- i. ***Salaried Faculty:*** Severance pay shall be based on their current salary.
- ii. ***Paid by Task Faculty:*** Severance pay shall be based on the average of their gross annual pay over the past three (3) years or the faculty member's pay based on a four student advisee load for two semesters (including residency pay), whichever is higher.

B. *COBRA*

If a retrenched faculty member elects to continue her/his health and/or dental coverage under the terms of COBRA, the College will also pay to the retrenched faculty an amount equal to the portion of premiums for health and dental coverage that it paid immediately prior to the date of separation each month for the duration of the salary continuation period. Following final payment of severance pay, the retrenched faculty will be responsible for paying the full COBRA premium for health and/or dental coverage, including the 2% administrative fee. In the event the College ceases operations so that there is no remaining group health and/or dental insurance plan(s), then COBRA or other continued participation in the health and/or dental coverage may not be possible to provide to retrenched faculty. In this case, this continued participation benefit and payments towards premiums will cease and not be provided; nor will any substitute benefit be provided.

C. *Severance Schedule*

Service Years	Weeks of Pay
0, 1, 2, 3	0
4	12
5	12
6	12
7	18
8	18
9	18
10	22
11	22
12	24
13	24
14	24
15+	26

ARTICLE XVI: Leaves of Absence

1. Grounds, Timing, Approval

- A. Faculty members may apply for a leave of absence for a specified period of time without pay for the purposes of the faculty member's health; care of a dependent or parent, a partner, a partner in a civil union, a dependent of a partner or a partner of a civil union; or for professional development, including continuing education.
- B. Except in the case of emergency or other extenuating circumstances, requests for such leave shall be made at least nine (9) weeks before the beginning of the residency for the semester when the leave is sought.
- C. As part of the approval process, an agreement must be reached for the repayment of any salary and benefits paid but not yet earned.
- D. Leaves shall be allowed at the discretion of the chief academic officer or designee in consultation with the Program Director, who will make a reasonable effort to accommodate the requests, but who will also give priority to requests that further the legitimate interests of the College and the faculty member.
- E. Leaves may be granted with the understanding that the faculty member will return to the service of the College. Notice of intent to return from leave must be provided nine (9) weeks prior to the beginning of the residency.
- F. For faculty members who are on multi-year appointments, leaves of absence during the appointment shall count toward:
 - i. the running of the appointment;
 - ii. the accumulation of years of service.
- G. Faculty members are eligible for applicable family and medical leave under Federal and State law. The GCC shall always comply with applicable Federal and State law concerning granting of leaves.
- H. The Retrenchment Article will continue to affect the faculty member's position while the faculty member is on a leave.

2. Duration of Leave

- A. A faculty member on a one-year appointment will not accumulate seniority while on leave and breaks in service may affect eligibility for a multi-year appointment. Refer to Article XII: Faculty Appointment and Reappointment for further information.
- B. A faculty member on a multi-year appointment may request:
 - i. Up to one (1) year of leave total during any given three-year appointment. Leaves can be taken as two non-consecutive or two consecutive semesters.
 - ii. Up to one and one-half (1.5) years of leave total during any given five-year

appointment. Leaves can be taken as three non-consecutive semesters or as two consecutive semesters with a third non-consecutive semester or as three consecutive semesters during the appointment.

- C. The Chief Academic Officer (or designee) in consultation with the Program Director will consider leave requests beyond the above specified durations.

3. Emergency Residency Leave

- A. If unable to attend a residency because of serious illness or emergency, a faculty member may make a request to the Program Director for a leave for part or all of the residency without loss of his/her appointment for the semester. Such requests shall be granted, provided that the needs of the program and of the faculty member's advisees can be accommodated, through telephonic and/or electronic communication or reassignment or other means approved by the Program Director. Allowance of the emergency leave may affect the workload of the faculty member, if necessary to meet the needs of the affected students or program; however every effort will be made to offset with service work any reduction in the faculty member's student load, provided that the Program Director determines that there is appropriate service work available.
- B. Emergency as used in this provision shall include the faculty member's own serious health condition or that of the faculty member's immediate family, including a spouse or domestic partner, child or parent, which prevents the faculty member from attending all or part of the residency.
- C. On request of GCC, a faculty member shall provide certification of the illness or emergency necessitating an absence from residency.

4. Accommodations for Late Scheduling Changes

- A. It is the intention of the GCC to make every effort to make changes to the academic calendar, including residency dates, at least one year in advance. Changes in residency dates may be made with less than one year's notice only for good cause. If changes to the residency dates become necessary less than one year in advance, the GCC will confer with the affected program faculty.
- B. Where a residency date is changed with less than one year's notice to affected faculty, any requests by affected faculty members for accommodations necessitated by scheduling conflicts shall be honored where possible. If a scheduling change with less than one year's notice will result in a faculty member being unable to attend a residency due to a scheduling conflict, the faculty member shall be given the option of taking an unpaid leave for that semester. Such leave shall not be counted toward the running of a faculty member's appointment term or toward the maximum leave allotments specified in Sections 1 and 2 of this Article.

ARTICLE XVII: Time Off for GCFU Business

1. GCFU members who are members of the bargaining committee will be provided release time by the GCC for this work in recognition of the joint nature of the endeavor and the time lost from regular work done for compensation. During negotiations for a successor agreement, the work of bargaining committee members will be considered equivalent to one (1) student per semester. For those bargaining committee members who are not salaried, lost time will be in the form of compensation at the per student rate for one (1) student per semester. The GCC will allow release equivalencies/compensation for no more than four (4) Faculty Members (with one of the four receiving double the equivalency or compensation at the GCFU's discretion). No more than two (2) of the faculty members may be non-salaried faculty members who receive compensation at the agreed upon stipend.
2. Faculty members will be granted a leave of absence of up to three (3) years when and if elected to a three-year term of executive office for UAW Local 2322. No more than one (1) faculty member at a time may be granted such a leave. Following such leave, the faculty member shall be allowed to return to their previous position and will have accrued service time for one (1) year of the leave, with the remaining two (2) years counting neither toward nor against accrual of service time. The faculty member will return to what their base salary would have been in the academic year after the first year of his/her leave for executive office. The Retrenchment Article will continue to affect the faculty member's position while he or she is on a leave.
3. The GCFU President will be paid a stipend of \$1500 per year. The GCFU Vice President will be paid a stipend of \$1000 per year. The GCC recognizes that the GCFU may designate faculty members as GCFU representatives. The GCC shall make available a combined pool of \$1800 per year. The GCFU may distribute this pool among faculty members' representatives.

ARTICLE XVIII: Benefits

The GCC makes the following benefits available to faculty members:

1. Medical Insurance

The GCC makes available one or more health insurance plans to faculty members who hold one year appointments or greater as follows:

- A. Paid by task faculty members: 100% cost paid by the faculty member.
- B. 50% salaried faculty members: GCC contributes 65% of the single rate only.
- C. 100% salaried faculty members are eligible for the Goddard staff health plan and GCC contributions commensurate with staff.

Faculty enrolled in the health plan(s) may enroll spouse, domestic partner, or dependents. Enrollment, participation and eligibility requirements and waiting periods mandated by the

plan shall apply to participation.

2. Dental Insurance

The GCC makes available a dental insurance plan to faculty members who hold one year appointments or greater as follows:

- A. Paid by task faculty members: 100% cost paid by the faculty member.
- B. 50% salaried faculty members: GCC contributes 65% of the single rate only.
- C. 100% salaried faculty members are eligible for the Goddard staff dental plan with and GCC contributions commensurate with staff.

Faculty members enrolled in the dental plan may enroll spouse, domestic partner, or dependents. Enrollment, participation and eligibility requirements and waiting periods mandated by the plan shall apply to participation.

3. Life Insurance and Accidental Death & Dismemberment Plan

The GCC makes available Life Insurance to faculty members who hold one year appointments or greater at a level consistent with other GCC staff. Enrollment, participation and eligibility requirements and waiting periods mandated by the plan shall apply to participation.

4. Long Term Disability Insurance

The GCC makes available Long Term Disability Insurance to faculty members who hold one year appointments or greater at a level consistent with other GCC staff. Enrollment, participation and eligibility requirements and waiting periods mandated by the plan shall apply to participation.

5. Retirement Plan

- A. Supplemental Retirement Annuity (SRA) : The GCC makes available to faculty members participation in a supplemental retirement annuity plan.
- B. Retirement Annuity (RA): Faculty members in salaried positions are eligible for a retirement annuity plan and will receive a matching contribution by the GCC of 5%, as per the GCC's current plan.

Enrollment, participation and eligibility requirements and waiting periods mandated by the plan shall apply to participation.

6. Section 125

The GCC makes available participation in a Section 125 plan (i.e., Flexible Spending Account providing medical and dependent care pre-tax reimbursement) for faculty members who hold one year appointments or greater. Enrollment, participation, and eligibility requirements mandated by the plan shall apply to participation.

7. Tuition Waiver and Tuition Exchange Program

During the life of the contract, faculty members will be eligible for these programs under the same conditions by which Goddard staff are governed. See Appendix G.

8. Professional Development

The chief academic officer (or designee) shall collaborate with the Faculty Council to review and if necessary revise a mechanism currently in place in the Faculty Council to request and review applications and approve funds for faculty professional development. The GCC will allocate \$25,000 each academic year of this agreement for professional development. One half of the funds will be made available by August 1, the other half by February 1 annually. Funds will be made available to faculty members in compliance with the IRS reimbursement guidelines.

The GCC will comply with all applicable federal and state laws and regulations related to employment.

ARTICLE XIX: Intellectual Property

1. Applicability

This provision applies to all covered faculty involved in carrying out the GCC's mission while under the auspices of the GCC.

2. Definitions

A. *Intellectual Property*

As used in this provision, intellectual property includes not only technology such as inventions, discoveries, creations, or authored works which may be protected legally (such as with Patents and Copyrights), but also the physical or tangible embodiment of the technology, such as biological organisms, plant varieties, or computer software based on or derived from research data.

B. *Scholarly Works*

Traditional publications in academia regardless of their medium of expression, such as books, case studies, peer-reviewed manuscripts, journal articles, glossaries, bibliographies, creative works, etc.

C. *Course Material*

Those elements that constitute an academic course delivered in traditional and non-traditional mode, including but not limited to: packet responses, study guides, syllabi, course descriptions, course contents, notes of presentations, assignments, laboratories, assessment tools, etc.

3. Provision for Ownership

- A. The GCC relinquishes any claim to ownership of scholarly works and assigns intellectual property rights to the faculty member.
- B. Course material created by the faculty member in the fulfillment of the faculty member's normal duties and responsibilities under this collective bargaining agreement is presumed to belong to the faculty member for proprietary or marketing purposes outside of the college, but is available to the college for internal review, use and distribution within the GCC and to external accrediting agencies.
- C. If a covered employee retains title to copyright of course material or scholarly works developed as part of his/her regular employment responsibilities, the faculty member shall grant to the GCC a non-exclusive, irrevocable, royalty-free right to use, display, duplicate, create derivative works and/or distribute the materials with appropriate attribution for educational and/or research purposes.
- D. Nothing herein is intended to, nor shall, affect the obligations and responsibilities of GCC or the individual faculty member to retain the confidentiality of personally identifiable information of students that are protected by applicable State or Federal law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99.

4. College Commissioned Work

- A. The GCC shall retain ownership and intellectual property rights to work commissioned by the College pursuant to a written contract or memorandum of understanding (MOU) with the covered employee.

ARTICLE XX: Electronic Privacy

- 1. Members of the Faculty are subject to the GCC Electronic Computer policies, except that, where inconsistent with this Agreement, the terms of this Agreement shall govern.
- 2. Notwithstanding the foregoing, GCC Information Technology (IT) staff may have a need to access faculty electronic records in order to ensure proper functioning of GCC's electronic information systems. In such instances, GCC IT staff members are required to handle private information in a professional and appropriate manner.
- 3. In extraordinary circumstances such as legal proceedings and internal GCC investigations, faculty records may be accessed and copied by the administration. Such review requires the approval of the Chief Academic Officer, or individual acting in that capacity.
- 4. Faculty members shall receive at least forty-eight (48) hours prior notice that their records will be reviewed, unless such notification is infeasible, such as in an emergency or when the faculty member is unavailable. In such cases, the faculty member shall be notified as soon as practicable. The contents of any information or communication

accessed may not be used or disseminated more widely than the basis for such exceptional action may warrant.

ARTICLE XXI: No Strike or Lock-out

1. The GCFU, on behalf of its officers, agents and members, agrees that as long as the Agreement or any written extension hereof is in effect, it shall neither conduct nor support any strike, slow-down, walkouts, or other withholding of services.
2. The GCC agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE XXII: Union Security

1. Effective January 1, 2010, all faculty members who are subject to the conditions of this Agreement by virtue of being employed as a faculty member at the College -- whether or not they are members of the GCFU -- shall be required to pay either (1) union dues or (2) an agency fee for the expenses related to collective bargaining in an amount not greater than GCFU dues.
2. Faculty members who elect not to join or maintain membership in the union shall be required to pay an agency fee to the Union as a condition of employment as applicable by law.
3. Membership in the GCFU shall be continuous. Any change from dues paying membership status to agency fee status shall be for the next academic year and must be made by the employee no later than May 15 of the current academic year in writing to the GCC and the GCFU by certified mail, return receipt requested.
4. Faculty members whose appeal of the agency fee is not sustained shall be subject to collection of the fee through the appropriate legal measures.
5. The GCFU shall indemnify and hold the GCC harmless with regard to any action arising out of its compliance with this section.

ARTICLE XXIII: Dues Check-off

1. The GCC shall deduct in monthly installments the regular annual dues or representation fee of the GCFU from the pay of those faculty members who request on a GCFU membership or representation form that such deductions be made. Deductions shall be made during each faculty members' pay period. The amount to be deducted shall be certified by the GCFU to the GCC and the aggregate deductions shall be remitted biweekly to the GCFU or its designee together with an itemized statement containing the names of the faculty members with the amount deducted for each one. Remittance to the GCFU or its designee shall be made by the last day of the month following the month in which such deductions have been made. The GCFU shall hold the GCC harmless with regard to any action arising out of its compliance with this Article.

2. The GCC shall not be responsible for making any deductions for dues or fees if a GCFU member's pay within any pay period, after deductions for withholding taxes, Social Security, retirement, health insurance, and mandatory deductions required by law is less than the amount of deductions for dues or representation fee authorized pursuant to this Article. In such event, it shall be the responsibility of the GCFU to collect the dues or fees for that pay period directly from the GCFU member.

ARTICLE XXIV: Posting of Contract

The College shall post copies of the collective bargaining agreement and side agreements of general applicability on its website on a designated union information page.

ARTICLE XXV: Successorship

The GCC shall provide the Union with notice as soon as practicable in the event it has decided to sell, transfer or merger the GCC, or make other change in the legal status or identity of the GCC. In no event shall the GCC give the Union less than ninety (90) days notice prior to any such transaction. On request, the GCC will meet and confer with the Union regarding any plans or negotiations for any such transaction and shall bargain with the Union regarding the effects of any such transaction.

ARTICLE XXVI: Separability

If any provision of the Agreement or any application of this Agreement shall be found contrary to law or invalid by any court of competent jurisdiction or any agency of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

APPENDIX A: SLA - Transition and Transition Team

Side Letter Agreement

Between Goddard College Corp. and the Goddard College Faculty Union

Re: Transition and Transition Team

Goddard College Corp. (the GCC) and Goddard College Faculty Union (the GCFU) hereby enter this side-letter agreement:

The GCC and CGFU recognize that there are matters arising from the transition of the faculty to the requirements of the new Collective Bargaining Agreement (CBA) and set forth the following summary of their understanding related to the transition:

1. The CBA will begin on June 1, 2009. Letters of appointment for individual Faculty Members related to the 2009-2010 academic year will reflect the requirements of the CBA. Those issued prior to the execution of the CBA will be retroactively modified, if necessary.
2. The GCC and the CGFU will create a transition team comprised of equal members of the faculty and management. Each side will be comprised of no greater than three (3) members. Each party will choose the members representing their side. The transition team will develop a work plan.
3. Each paid by task faculty member of the faculty team will receive an honorarium of \$1000 for participating on the transition team. 50% salaried faculty members will use service time, though may be paid the honorarium if service hours are not available. 100% salaried faculty will use service hours for their work on this committee.
4. It is expected that prior to ratification of the agreement, the GCC and CGFU shall inform their constituencies of the terms of the new CBA. However, the parties realize that after mutual ratification, faculty and program directors will receive information from the transition team concerning the agreements reached as reflected in the CBA. The transition team will prepare written materials for information sessions. These meetings, whether in-person or telephonic should take place as soon as practicable after ratification of the CBA by both parties. The transition team shall also be responsible for informing the Goddard community in an appropriate way about the transition.
5. Deans and other College staff will identify college wide service needs and work with program directors to distribute these tasks among programs or publicize tasks available college wide.
6. For 2009-10 appointments, eligible faculty shall choose whether to become salaried or continue to be paid by task within 10 business days of the offer from the GCC. Following this selection, new appointment letters with job descriptions will be distributed to the faculty.
7. The GCC and GCFU desire to continue to study during the term of this agreement

faculty workload as it relates to efforts to optimize the learning environment through faculty workload structures that are appropriate to Goddard College operations including fiscal constraints. In order to facilitate this process a committee comprised equally of faculty and administration (not to exceed 6) will develop an agenda to study faculty workload with a view to considering all aspects of the learning environment and compiling its findings to be made available to the administration and faculty by December 31, 2010. It is our hope that in addition to other considerations, these findings will contribute to the on-going discussion and decision making about faculty working conditions in order to make Goddard a more just and humane workplace.

For Goddard College:

Robert Kenny, GCC President

For the Union:

Ryan Quinn, UAW Local 2322

Date:

Date:

[Signatures on File]

APPENDIX B: SLA - Faculty Computing Requirements

Side Letter Agreement

Between Goddard College Corp. and the Goddard College Faculty Union

Re: Faculty Computing Requirements

GCC and GCFU acknowledge and understand that the GCC's primary method of communicating with faculty members, as well as the primary method of communication between faculty members and student is electronic. All faculty members are expected to have, or have access to, a computer with email and internet capabilities, Microsoft/Apple supported operating system, and word processing software or others as supported by the GCC Library Information Technology Services and as listed on the Goddard website.

At the time of hire, faculty members are given a Goddard email address and GoddardNet (the College's intranet site) account. Faculty members are expected to check their email messages as necessary, but normally no less than twice a week. If faculty set their Goddard email account to forward to personal email accounts, then it is their responsibility to ensure that the forwarding email address stays current and will accept email, including attachments, from the GCC.

The GCC will reimburse all faculty members for up to \$600 per year for the duration of the contract for computing expenses when receipts for the same are submitted to the GCC consistent with its reimbursement policy.

For Goddard College:

Robert Kenny, GCC President

For the Union:

Ryan Quinn, UAW Local 2322

Date:

Date:

[Signatures on File]

APPENDIX C: Salaried Faculty Compensation Chart

PAY RATES BY YEARS of SERVICE (YOS)	PROGRAM	40% Salaried Faculty	50% Salaried Faculty	100% Salaried Faculty
Step One: YOS 2 - 6				
	BA, BFA, MA	\$20,752	\$25,939	\$51,879
	MFAIA	n/a	\$26,813	\$53,626
	MFAW	n/a	\$27,120	\$54,241
Step Two: YOS 7 - 9				
	BA, BFA, MA	\$21,906	\$27,382	\$54,764
	MFAIA	n/a	\$28,004	\$56,008
	MFAW	n/a	\$28,532	\$57,064
Step Three: YOS 10 - 12				
	BA, BFA, MA	\$23,151	\$28,939	\$57,877
	MFAIA	n/a	\$29,462	\$58,924
	MFAW	n/a	\$30,019	\$60,038
Step Four: YOS 13 - 17				
	BA, BFA, MA	\$24,306	\$30,382	\$60,765
	MFAIA	n/a	\$30,999	\$61,999
	MFAW	n/a	\$31,587	\$63,173
Step Five: YOS 18 - 22				
	BA, BFA, MA	\$24,792	\$30,990	\$61,980
	MFAIA	n/a	\$31,619	\$63,239
	MFAW	n/a	\$32,218	\$64,437
Step Six: YOS 23+				
	BA, BFA, MA	\$25,288	\$31,160	\$63,220
	MFAIA	n/a	\$32,252	\$64,504
	MFAW	n/a	\$32,863	\$65,725

APPENDIX D: Paid By Task Faculty Compensation Chart

PAY RATES BY YEARS of SERVICE (YOS)	Program	Per Student Advising Rate	Per Second Readership Rate	Residency Rate Per Semester	Service Stipend Per Semester	Hourly Rate	Per Credit Rate
Step One: YOS 0 - 2							
	BA, BFA	\$999	\$392	\$2,364	\$236	\$33	\$67
	MA	\$999	\$392	\$2,364	\$236	\$33	\$84
	MFAIA	\$1,228	\$392	\$2,364	\$236	\$33	\$102
	MFAW	\$1,248	\$392	\$2,364	\$236	\$33	\$104
Step Two: YOS 3 - 6							
	BA, BFA	\$1,130	\$392	\$2,364	\$236	\$33	\$76
	MA	\$1,130	\$392	\$2,364	\$236	\$33	\$95
	MFAIA	\$1,352	\$392	\$2,364	\$236	\$33	\$113
	MFAW	\$1,375	\$392	\$2,364	\$236	\$33	\$115
Step Three: YOS 7 - 9							
	BA, BFA	\$1,220	\$392	\$2,364	\$236	\$33	\$82
	MA	\$1,220	\$392	\$2,364	\$236	\$33	\$102
	MFAIA	\$1,437	\$392	\$2,364	\$236	\$33	\$120
	MFAW	\$1,475	\$392	\$2,364	\$236	\$33	\$123
Step Four: YOS 10 - 12							
	BA, BFA	\$1,318	\$392	\$2,364	\$236	\$33	\$88
	MA	\$1,318	\$392	\$2,364	\$236	\$33	\$110
	MFAIA	\$1,540	\$392	\$2,364	\$236	\$33	\$128
	MFAW	\$1,581	\$392	\$2,364	\$236	\$33	\$132
Step Five: YOS 13+							
	BA, BFA	\$1,410	\$392	\$2,364	\$236	\$33	\$95
	MA	\$1,410	\$392	\$2,364	\$236	\$33	\$118
	MFAIA	\$1,650	\$392	\$2,364	\$236	\$33	\$137
	MFAW	\$1,692	\$392	\$2,364	\$236	\$33	\$141

APPENDIX E: Formula for Determining Program Capacity for Salaried Appointments

Qualifier

This formula proposes how the number of salaried faculty members is calculated each year. The number of salaried faculty members is limited, covering 75% of the total number of students enrolled in the program. Due to the commitment to faculty in 100% positions reflected in Article XIV, Section 2: Salaried Positions new 50% positions will be calculated and offered after consideration of the number of students assigned to those faculty holding 100% positions. The calculation for the remaining 50% positions is as follows:

Formula for Determining Program Capacity for 50% Appointments

1. Calculate the expected number of students who will enroll in the program.
2. Calculate the contractual student load assignments to all salaried faculty members (existing 50%, 100% and grandparented 40% faculty pursuant to the Side Letter Agreement dated February 17, 2010) and the advisee commitment to faculty in 100% positions reflected in Article XIV, Section 2.F.: 100% Salaried Positions.
3. If the number of allocated students calculated in step 2 is greater than 75% of the student enrollment from step 1, the program has a full commitment to salaried faculty members and there is no need to go further. If not continue to step 4.
4. Subtract student load commitment to all salaried faculty members in step 2 from 75% of student enrollment in step 1. The result is the number of "uncovered" students eligible for accommodation under the 75% percent limitation.
5. Divide this by the normal 50% faculty member's student load. The result is the number of 50% positions that can be offered to faculty members. These 50% positions will be offered to all eligible faculty members not on salary at the time of the calculation including those considered continuing as paid by task faculty members. The offers will be made in order of faculty members' seniority in the program, as measured by longevity in the program.

For Goddard College:
Robert Kenny, GCC President

For the Union:
Ryan Quinn, UAW Local 2322

Date:

Date:

[Signatures on File]

APPENDIX F: Differentiation Between Ordinary and Extraordinary Assignments

The following list is indicative of ordinary and extraordinary assignments:

- Develop library resources ordinary
- Faculty (peer) evaluation ordinary
- Participating in on-line seminars ordinary
- Designing/leading ordinary
- Residency planning (include workshop prep) ordinary
- Search committee for program faculty ordinary
- Serving on Faculty Council..... ordinary
- Serving on a Progress Review Group (PRG)..... ordinary
- Assessment of Prior Learning (APL) committee member ordinary
- Chairing APL committee extra-ordinary
- Progress Review Coordinating Committee (PRCC) ordinary
- Chairing PRCC extraordinary
- Faculty Trustee extraordinary
- Chairing Faculty Council extraordinary
- Chairing an PRG extraordinary
- Developing a new concentration extraordinary
- Grant writing extraordinary
- Conference planning..... extraordinary
- Coordinating writing/study-skills program extraordinary
- Serving on a presidential/decanal search extraordinary

APPENDIX G: SLA, Tuition Waiver

Side-Letter Agreement

Between Goddard College Corporation and the Goddard College Faculty Union

Re: Tuition Waiver

Goddard College Corporation (the “GCC”) and Goddard College Faculty Union (the “GCFU”) hereby enter this side-letter agreement:

By the February 2010 Board of Trustees meeting the GCC will revise the current tuition waiver policy with the goal of extending an unlimited number of 50% tuition waivers to all salaried faculty members. Implementation is contingent upon final approval by the Board of Trustees.

For Goddard College:

Robert Kenny, GCC President

For the Union:

Ryan Quinn, UAW Local 2322

Date:

Date:

[Signatures on File]

APPENDIX H: SLA, 100% and 40% Salaried Positions

Side-Letter Agreement

Between Goddard College Corporation and the Goddard College Faculty Union Re: 100% and 40% Salaried Positions

Goddard College Corporation (the “GCC”) and Goddard College Faculty Union (the “GCFU”) hereby enter this side letter agreement: The following faculty members who currently hold 40% salaried positions will be allowed to remain in those positions for as long as they are continuously employed at the college: David Frisby, Lawain Chung, Sara Norton & James Sparrell.

The following faculty members who currently hold 100% inter-program salaried positions will be allowed to remain in those positions at the current level of advisee assignments for as long as they are continuously employed at the college: Karen Campbell, Francis X. Charet & Ralph Lutts.

A voluntary change in status, exclusive of an approved leave of absence, will negate the option to return to the positions outlined above.

For Goddard College:

Robert Kenny, GCC President

For the Union:

Ryan Quinn, UAW Local 2322

Date:

Date:

[Signatures on File]

APPENDIX I: SLA, Faculty Diversity

Side Letter Agreement

Between Goddard College Corporation and the Goddard College Faculty Union

Re: Faculty Diversity

Goddard College Corp. (the GCC) and Goddard College Faculty Union (the GCFU) hereby enter this side letter agreement:

The GCC and CGFU recognize that it is a significant institutional objective to recruit and retain a diverse faculty, including faculty of color and other under-represented groups, and that such diversity strengthens the College and the education of students.

In furtherance of this recognition and objectives, a Task Force shall be created to review the College's diversity initiatives concerning faculty and to develop recommendations for a comprehensive plan for the ongoing recruitment and retention of faculty of color and other underrepresented groups.

The Committee shall have six (6) members –three (3) to be appointed by the College administration and three (3) to be appointed by the Faculty Council. The Faculty representatives shall serve as part of their service time responsibilities to the College, which may include stipends if appropriate.

The Committee shall complete its review and develop its recommendations by six months from the date of ratification of this Agreement and shall submit them to the President of GCC and the Union.

For Goddard College:

Robert Kenny, GCC President

For the Union:

Ryan Quinn, UAW Local 2322

Date:

Date:

[Signatures on File]

APPENDIX J: MOA - Suspension of Retirement Annuity Match, Longevity Increases, and Re-opener

Memorandum Of Agreement

Between Goddard College Corporation and the Goddard College Faculty Union

Re: Suspension of Retirement Annuity Match, Longevity Increases, and Re-opener

Goddard College Corporation (GCC) and the United Automobile, Aerospace and Agriculture Implement Workers of America (UAW) and Amalgamated UAW Local 2322 by and for its unit Goddard College Faculty Union (hereinafter referred to individually and collectively as “the Union”) hereby agree to the following:

1. Suspension of retirement annuity plan match:

GCC may suspend the 5% match specified in Article XVIII, Section 5.B for a period of up to eighteen (18) months during the term of this Agreement, provided that at the end of such period the match shall automatically be reinstated and further provided that the suspension match applies equally to all eligible plan participants.

2. The longevity increases in Appendices C and D shall continue in effect.

3. Re-opener:

The parties’ collective bargaining agreement entered into this June 2015 may be re-opened solely at the Union’s request and for the purpose of negotiating potential increases in compensation and/or other benefits on or after November 1, 2016. The parties will begin meeting to negotiate by no later than ten (10) days from the Union’s written request to re-open. All other provisions of the CBA shall remain in full force and effect for the entire term of the Agreement.

For Goddard College:

Robert Kenny, GCC President

For the Union:

Ryan Quinn, UAW Local 2322

Date:

Date:

[Signatures on File]

APPENDIX K: MOA, Student Engagement Methods and Faculty Workload

Memorandum of Agreement

Between Goddard College Corporation and the Goddard College Faculty Union Student Engagement Methods and Faculty Workload

It is understood that the College is currently re-examining and considering changes to student engagement methods and to faculty workloads in a collaborative process involving the administration and faculty. Any recommendations emerging from this process will be subject to bargaining prior to implementation. Pursuant to this memorandum of understanding, this contract may be re-opened at the request of either party, solely for purposes of bargaining over the implementation and effects of such changes. By mutual agreement, the parties may agree to implement modifications to existing workload provisions on a time-limited pilot basis, which need not be subject to ratification by the Union.

For Goddard College:

Robert Kenny, GCC President

For the Union:

Ryan Quinn, UAW Local 2322

Date:

Date:

[Signatures on File]

SIGNATURE PAGE

For Goddard College:

Robert Kenny, GCC President

Date:

For the Union:

Ryan Quinn, UAW Local 2322

Date:

Karen Rosenberg, UAW, Region 9A

Date:

Muriel Shockley, Former GCFU President and
current Program Director

Date:

Jan Clausen, GCFU Negotiating Team, Chair

Date:

Joanne Coakley, GCFU, Negotiating Team

Date:

Ju-Pong Lin, Former GCFU Vice President and
current Program Director

Date:

Karen Stupski, GCFU, Negotiating Team

Date:

[Signatures on File]

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