

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GODDARD COLLEGE CORPORATION
AND
GODDARD COLLEGE FACULTY UNION 2322/UAW**

JULY 1, 2021 - JUNE 30, 2026

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ARTICLE 1: Term and Union Recognition

This Agreement is made and entered into between GODDARD COLLEGE CORPORATION (hereinafter referred to jointly and individually as "GCC") 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 July 1, 2021 and June 30, 2026.

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. All previous agreements including side letter agreements are superseded by this agreement.

ARTICLE 2: Contract Terms

The GCFU and GCC adopt a five-year contract (CBA).

ARTICLE 3: Definitions

- A. GCC: Goddard College Corporation, the administration of Goddard College, or the Board of Trustees of Goddard College, its officers and agents.
- B. 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.
- C. Core Faculty: Refer to [Article 12, Section A](#).
- D. Affiliated faculty: Refer to [Article 12, Section B](#).
- E. Campus: GCC's main campus in Plainfield, VT and all other instructional sites or other locations in which the College offers academic programming.
- F. Group Studies: As used herein, means a group of students, led by a core or affiliated member who regularly meets to discuss elements of an academic content area or subject, for undergraduate and/or graduate credit. The faculty member has the authorization and flexibility to create the group study in accordance with the program and degree goals, objectives, and individual needs, as outlined by the program level governance. The term group study may include but is not limited to courses, classes, learning groups, or other organized groups in the act of shared learning in a specified amount of time, typically a semester.
- G. Learning Community: A grouping of academic programs that share academic and other synergies.

- H. Academic Program: Refers to a coherent and distinct academic curricular offering one or more degree levels and containing one or more degrees (e.g., the Education Program with BA and MA options) offered at the College's main campus and/or instructional sites.
- I. Degree: Curricular offering with distinct degree criteria leading to a specific degree, also known as a major (e.g., the BA or MA in Individualized Education or the BA or MA in Teacher Licensure).

ARTICLE 4: 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. GCC currently recognizes GCFU as the representative of a single bargaining unit made up of both Core and Affiliate faculty.

ARTICLE 5: Meet and Discuss

- A. Upon request of either party, the President, and/or designee(s) of the President, shall during each year of this Agreement meet with a committee appointed by GCFU for the 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. No items shall be introduced less than five (5) business days prior to such meeting.
- B. Such meetings shall occur no more than one time per semester, except by mutual assent of the parties. Only with mutual agreement of the President and/or designee(s) of the President and the GCFU may discuss matters of common concern, other than those specified in paragraph A.
- C. The GCC regularly reviews and establishes its marketing plans and enrollment projections, including as these activities relate to the enrollment-based budgeting process. As part of the process to develop and create these plans and projections, the GCC agrees that it will meet at least annually with representatives of the GCFU to share data and potential changes regarding these items. At and after these meetings, the GCC will solicit input, feedback and alternatives from the GCFU. Where the input or feedback is not incorporated into final plans, the GCC will provide a response to the GCFU participants to explain how the feedback was considered in developing the final plans and projections.

ARTICLE 6: Management Rights

- A. 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.

- B. 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 31: 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.
- C. 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 the same.

ARTICLE 7: Union Rights

- A. 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.
- B. 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.
- C. 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.
- D. 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:
 1. Name
 2. Initial date of appointment and date of reappointment, if different
 3. Years of service
 4. Type of appointment
 5. Highest degree
 6. Base salary

7. College program
8. Address
9. Telephone number (if provided to GCC)
10. Personal phone number (if provided to GCC)
11. Goddard email address
12. Personal email address (if provided to GCC)

E. To support and track the maintenance of the College's social justice values in the selection of instructors and the negotiation of instructor compensation, GCC will also maintain demographic information on instructors (as self-reported by the faculty) including race and/or ethnicity, gender, and compensation and provide that information to GCFU annually. This also applies to Continuing Education instructors.

F. 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.

G. GCC shall disclose to the GCFU Labor and Management Team representatives and servicing representatives all future notices of concern, show cause notices, and GCC responses with accreditors, regulators, and auditors of Goddard College. GCC will provide GCFU relevant information regarding restructuring and major changes to Goddard College. GCFU will participate in on-going discussions in these areas.

H. GCFU representatives will be given two (2) hours during the first half of each residency for the purpose of GCFU orientation and GCFU business.

I. 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) business days of receipt of its written request and will notify the GCFU if a longer period is necessary.

ARTICLE 8: 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, creative expression, 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 on instructional materials. Faculty members are entitled to the rights of citizenship as delineated in the core documents of international human rights law in their roles as citizens of the world and shall be free from institutional censorship, discipline or reprisal when writing or speaking as a sovereign being/person, including but

not limited to when disagreeing with administrative policies or proposals as a member of the Goddard 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 9: 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, sex, sexual orientation, genetic information, veteran/uniformed service status, disability, union activity, membership or non-membership in the GCFU, or other legally protected classification.

ARTICLE 10: 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.

A. Definitions

1. 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.
2. A "grievant" is a GCFU member, group of GCFU members, or GCFU making the complaint.

B. Informal Procedure

1. Generally, an informal meeting to resolve a complaint should occur within two (2) weeks of GCFU initiating the informal process via notification of GCC. A complaint may be presented informally to the administrator whose decision or action is being contested. In the event that GCFU desires to end the informal process, the time periods set forth below are initiated. At its option, in instances of complaints about workload (e.g., assignments, furloughs, and retrenchments), final notices of discipline, and termination, GCFU will begin the formal procedure at step two.

C. Formal Procedure

1. **Step One:**

- a. In the event, satisfactory resolution is not achieved through informal discussions, GCFU has thirty (30) business days to file a formal complaint. The grievant or GCFU will also forward a copy to the Chief Finance and Administration Officer (or designee).
- b. The parties shall meet (in person, telephonically, or using a web--based communication tool) to discuss the grievance within ten (10) business days of the submission of the grievance.
- c. The Chief Finance and Administration Officer (or designee) shall forward the respondent's response in writing within fourteen (14) business days after the meeting took place.

2. Step Two

- a. If a satisfactory resolution is not achieved in Step 1, the grievant, within fourteen (14) business 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 (or designee).
- b. The Chief Academic Officer (or designee) shall schedule a meeting with the grievant within fourteen (14) business days of receipt of the second-step grievance. Either side may introduce germane information.
- c. The Chief Academic Officer (or designee) shall make a determination and shall inform the employee in writing of the decision within fourteen (14) business days following the meeting.
- d. In the event that the position of the 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.

3. Step Three: Arbitration

- a. 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) business days after receipt of the Step 2 answer. A single arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to determine a mutually agreeable arbitrator within fourteen (14) business days, the matter shall be submitted for selection of the arbitration to the American Arbitration Association in accordance with the procedures, rules, and regulations of that Association.
- b. 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 their 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 all affected members.

D. Compliance with Time Limits

1. 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 B of this Article](#).
2. 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.
3. The time limits in this Article may be extended by mutual agreement.
4. The parties shall retain all the rights they have at law to implement the arbitration award.

E. Duplicate Proceedings

1. The GCFU and the GCC agree that this grievance procedure is the best forum for resolving issues of alleged contract violations. Any employee alleging a violation of the [non-discrimination article](#) or an anti-bullying/harassment policy should GCFU and GCC agree upon one may seek relief through this process. Employees may pursue claims or complaints through outside agencies, including but not limited to 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.

F. Rights and Responsibilities of the Parties

1. No reprisals shall be taken by the grievant, the GCFU, or the GCC against any participant in the grievance procedure because of such participation.
2. A GCFU member or union professional staff may represent a GCFU member at any level of the grievance procedure.
3. 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.
4. 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.
5. The GCC shall within five (5) business days 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.

6. 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 scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.
7. Grievances shall be submitted via the United States First Class Mail (to the address on file in the Human Resources Office), postage prepaid, emailed from an official Goddard email address or an official UAW email address, or hand delivered. The Chief Finance and Administration Officer (or designee) can arrange alternate methods of delivery with specific prior approval.

ARTICLE 11: Personnel Files

- A. GCC's Human Resource Office shall maintain personnel files for each GCFU member. These files shall be kept under conditions that ensure 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, faculty evaluations as described in [Article 17: Faculty Reappointment Process](#) 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.
- B. Anonymous or unattributed material, with the exception of student evaluations of faculty, shall not be placed in the personnel files. A GCFU member shall have the right to submit to the file custodian a written response to any material placed in the personnel files within 60 months of the date the material is placed in the file. This written response shall then be filed and attached to the appropriate materials.
- C. GCFU member's personnel files shall be available for examination by the employee on normal business days between the hours of 10:00 a.m. and 4:00 p.m. Eastern Standard Time, by making an appointment with the Human Resources Office. 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. GCC will provide digital access to the personnel file to employees within ten business days of the employee requesting a digital copy of their file.
- D. GCFU members are encouraged to review their files periodically. It shall be the responsibility of GCFU members to update their personnel files annually. Such updating may include biographical data, transcripts, documentation of degrees earned after the 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.

E. 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. After 36 months all disciplinary documents/actions shall be considered irrelevant to the faculty member's employment with Goddard College

ARTICLE 12: Faculty Positions

Effective the spring 2022 semester, Goddard College will offer two faculty positions: Core Faculty and Affiliated Faculty. Faculty are supervised by the Chief Academic Officer (or designee). Faculty shall be appointed as detailed in [Article 16: Appointment and Reappointment](#). For the purposes of the following calculations, Student Full-Time Equivalencies (FTEs) will be counted as a rolling average of the prior two (2) semesters each fall term.

A. Core Faculty

1. As used herein, all salaried faculty members employed by GCC, but excluding non-professional employees, managerial employees, casual employees, confidential employees, and supervisors.
2. Core faculty shall be allocated on the basis of one full time equivalent core position for every 28 full time equivalent students. There will be a minimum of one (1) full time equivalent core faculty position for each academic program. Additional core faculty positions within the academic program may be full time or 50%. Determination of additional core faculty positions as full time or 50% will be made by the Chief Academic Officer (CAO) or designee, in consultation with the Chief Finance and Administrative Officer (CFAO) and program faculty.
3. Core faculty advising/teaching workloads per semester will be:
 - a. Credit Load inclusive of a combination of advising and group studies as determined by program and learning community needs:
 - i. MFA programs:
 - 100% core faculty = 189 credits per semester
 - 50% core faculty – 95 credits per semester
 - ii. MA programs:
 - 100% core faculty = 214 credits per semester
 - 50% core faculty = 107 credits per semester

- iii. BA/BFA programs:
 - 100% core faculty = 255 credits per semester
 - 50% core faculty = 128 credits per semester
- b. Faculty are expected to complete a midterm progress report and a written End of Semester narrative evaluation for each assigned student. The first will support the need to assess progress of the student in the work assigned to the faculty member for reporting to the College and outside agencies. The second evaluation will serve to justify the awarding of credit, demonstrate complete progress for the work assigned to the faculty member, and reflect the quality of the student's work and the student/faculty interaction for the work assigned. In between the formal reports and evaluations, the interactions with students are ongoing and sufficient to the student's needs. As self-directed professionals, faculty will engage with students in an iterative way that builds their skills and knowledge as they engage in their semester studies.
- c. Advising/teaching responsibilities include: time spent engaged with students individually and in groups; maintaining and improving competence in subjects being taught; preparing advising materials; conferring with students on course materials; directing individual and group studies; reviewing written papers; evaluating artistic presentations; supervising independent study projects, and supervising or teaching clinical internships or programs.
- d. All core faculty must be available at a minimum of between the hours of 11:00 AM and 5:00 PM Monday through Friday Eastern Standard Time for meetings and other college work. All efforts will be made to provide reasonable notice of scheduled meetings.
- e. All core faculty are expected to commit consistent time and energy to their work for Goddard College; for example, core faculty are expected to be available for meetings during regular business hours, eastern standard time. Core faculty are expected to put the College's needs above other side work.

4. Core faculty shall be offered five (5) year contracts that are renewable based on the consent of the Chief Academic Officer (or designee) as detailed in [Article 16: Appointment and Reappointment](#).
5. Core faculty may spend 60% of their time teaching, 25% in institutional service work, 15% on scholarship and involvement in college wide professional development. These percentages are provided as guidance in planning the work of core faculty and do not indicate a commitment to a rigidly defined hourly work not appropriate to salaried professionals.
 - a. Teaching includes advising students, acting as a course mentor, facilitating group studies, offering workshops and other activities during residencies,

and acting as a resource for assigned students, as well as students within the Learning Community.

- b. An undergraduate group study shall be equivalent to 4 credits. A graduate group study shall be equivalent to 3 credits in terms of calculating workload.
 - c. Institutional Service Work includes but is not limited to the following: acting as a second reader, conducting progress reviews, conducting portfolio reviews, being an Assessment of Prior Learning content expert, advising/mentoring students on extension, admissions work, student retention work, residency planning, concentration coordination, internship and/or practicum coordination and/or supervision, participation in program and Learning Community faculty meetings, participation on at least three (3) committees or work groups, and other activities in support of the functions of the assigned academic program and Learning Community and the College, as identified by the Academic Affairs Office. 50% core faculty service responsibilities will be half of a full-time core faculty role.
6. Residency Attendance: All Core faculty are expected to attend the residencies in which their core appointment exists. Residency participation in other Learning Communities (Clusters) will be commensurate with the workload agreed to.
7. Full-time faculty shall not take vacation during residencies. Faculty may work with the CAO or designee-to take time off during the semester. Vacation is accrued per the Employee Handbook and is to be scheduled in coordination with the Chief Academic Officer (or designee).
8. Each academic program shall be assigned a Lead Faculty member. Programs that have a second residency site or residency option shall be assigned a second Lead Faculty member. Lead Faculty work collaboratively with Learning Community faculty members and Decanal Staff to ensure the development and growth of the programs within their assigned Learning Community and support academic integrity across the College (see [Appendix A: Lead Faculty](#)).

Lead Faculty shall receive a credit release from their core faculty credit load each semester as follows:

- a. 8 credits for BA/BFA programs and BA/MA programs with a majority of undergraduate students
- b. 6 credits for MA/MFA programs and BA/MA programs with a majority of graduate students

B. Affiliated Faculty

1. As used herein, all faculty employed by the college on a semester-by-semester or on a multi-year basis to advise and/or teach students in credit-bearing activities.

2. Affiliated Faculty shall receive appointments as per [Article 16: Appointments and Reappointments](#).
3. GCC and GCFU acknowledge that GCC may not have work available for affiliated faculty during their appointment period due to curricular coverage, enrollment and/or financial reasons but GCC and GCFU agree that during their appointment periods, GCC will offer affiliated faculty the right of first refusal on the assignment of work before hiring new affiliated faculty."
4. Affiliated faculty shall be hired based on enrollment, programmatic, curricular, and diversity needs.
5. Affiliated faculty will be expected to fulfill the teaching responsibilities as defined within this article under [Core Faculty](#) sections [A.3.b](#), [A.5.a](#) and [A.5.b](#) of this Article, serve as a second reader once per semester, participate in program and Learning Community faculty meetings and activities, and be responsive to requests from College employees for information about their students.
6. Affiliated faculty are expected to participate in up to three academic programs and learning community meetings each semester.
7. In person residency participation is dependent on enrollment, curricular coverage, programmatic needs, and ability to stay within budget.
8. If an affiliated faculty member does not attend a residency, the employee agreement will stipulate alternative expected faculty-initiated interaction with students throughout the semester.

ARTICLE 13: Professional Development

- A. Goddard College shall set aside \$25,000 each fiscal year in a faculty professional development fund.
- B. Professional development funds shall be managed by the Faculty Council, so long as the distribution guidelines do not run counter to the policies and procedures of the College's Business Office or place an undue administrative burden on the Academic Affairs Office.
- C. Core and affiliated faculty will participate in a system of annual professional development review responding to the questions listed below. The process and materials used in the review will be approved by the Labor & Management Committee.
 - a. What were your most significant work-related accomplishments?
 - b. How do these accomplishments relate to your key responsibilities and goals for you and your program's curricular, programmatic, and DEI goals?

- c. What didn't you accomplish that you had planned on accomplishing? Why?
- d. Your goals for the next evaluation period.
- e. How will you accomplish these goals?
- f. What do you need to accomplish these goals?
- g. How can your program or the College help you to work more effectively and support your goals?
- h. What additional training or development would help you improve and/or enhance your work performance?
- i. What feedback or suggestions do you have to improve your program?

ARTICLE 14: Professional Development Leaves

- A. Core faculty members shall be eligible for one one-semester leave per appointment period for professional activities that enhance their work at the College (e.g., Fulbright Scholarships and other academic awards) and must apply for such a leave at least one full semester before the proposed leave, to be approved by the Decanal staff. A second leave may be considered by the CAO. When the duration of the professional opportunity is for more than one semester (e.g., Fulbright, post-doctoral fellowships, etc.), the CAO may approve the leave for a second semester without requiring an additional request by the faculty member. The application will consist of an explanation of the professional work to be undertaken during the leave and how it benefits the faculty member and the College. Administration has the right to fill any openings created by leaves with affiliated faculty.
- B. Faculty wishing to apply for leave under the Family and Medical Leave Act (FMLA) are referred to the Employee Handbook and the Human Resources department. The GCC shall always comply with applicable Federal and State law concerning granting of leaves.

ARTICLE 15: Compliance and Other Trainings

- A. Each new faculty member upon hire and continuing faculty members annually must complete Compliance Training and other mandatory topics as determined by GCC to remain employed at GCC.
- B. Such training shall include, but are not limited to Preventing Workplace Violence, Domestic Violence Prevention in the Workplace, Child Sexual Abuse Reporting, Preventing Discrimination and Harassment--Title IX, HazCom/Right to know, and Information Security Awareness.
- C. GCC shall ensure that all employees receive diversity, equity, and inclusion training within three (3) months of employment. GCC shall appoint a joint labor and

administration Diversity, Equity, and Inclusion Committee that shall research and select training, as well as design mechanisms to hold all parties accountable to contributing to a workplace of diversity, equity, and inclusion. Committee members should include a majority of members with expertise in DEI from anti-racist and/or de-colonial frameworks. The committee shall research and recommend DEI training. Recommendations shall be selected within the scope of the organizational budget for training. There is no additional compensation for serving on this committee, therefore the work must fit within the overall workload of committee members.

- D. For each mandatory training, there will be a deadline set and announced for completion.

Faculty members who do not participate in the ongoing training by the training deadline shall be terminated and their students reassigned.

ARTICLE 16: Appointment and Reappointment

- A. Contract renewal is contingent upon performance, as well as financial and enrollment circumstances in combination with curricular needs.
- B. Faculty employed before July 1, 2021 who receive a core appointment through the process outlined in the [Transition Sub-Article B](#) shall receive a five-year appointment. All Core Faculty shall be eligible for five-year appointments. Notwithstanding the foregoing, a faculty member not employed by GCC before July 1, 2021 who receives a core faculty appointment shall be appointed to an initial one (1) year appointment, after which they shall be eligible for a five (5) year appointment.
- C. Core Faculty will be notified 90 calendar days before the termination of their appointment if their appointment will not be renewed.
- D. After working with students four consecutive semesters all Affiliated Faculty shall be eligible for five-year appointments upon their request. Goddard College shall have the right to not assign students to activate Affiliated Faculty based on enrollment or other considerations such as budgetary, curricular, programmatic, or diversity needs for a given semester during the term of the Affiliated Faculty's appointment. Affiliated Faculty will be given notice by the Academic Affairs Office at least 30 calendar days prior to the registration date of the upcoming term if they will not be engaged. Notwithstanding the foregoing, a faculty member employed by GCC before July 1, 2021 who receives an affiliated faculty appointment shall be appointed to an initial five-year appointment.

Transition Sub-Article A

All faculty appointments that are in effect as of the date of ratification of this agreement shall end two weeks following the last day of their program's fall 2021 semester.

Transition Sub-Article B

- A. Decanal staff will survey bargaining unit members for interest in new positions, to compare available core and affiliate faculty positions and stated interest.
- B. Decanal staff will review curricular coverage, diversity, and seniority by position/program, for determination of offers for core and affiliated faculty positions up to the faculty workload needed to cover the enrollment projected.
 - a. Work with each program to establish a list of needs, using the program's coverage and diversity consultative team report.
 - b. Review the list of existing faculty, including faculty on LOA, to determine alignment or misalignment with those stated needs.
 - c. Compare the results of this review with the Faculty Interest survey results.
- C. GCC will provide GCFU with the list of planned offers to faculty holding a regular, non-temporary appointment. GCFU will review and provide feedback in a timely manner. After considering GCFU feedback, the Decanal Staff will make an offer to existing bargaining unit members with a regular, non-temporary appointment for a core or affiliated appointment based upon curricular, diversity, and programmatic needs.
- D. Offers will be made in the order of the most senior bargaining unit member in a program to meet the above criteria to the least senior, contingent upon enrollment projections, until the available positions for needed core and affiliated faculty are filled.
- E. Decanal staff will review the acceptance of positions. If there are any core faculty vacancies, they will be posted internally to all other college faculty to apply. Offers of core positions will be made to those who best meet the stated need of each vacancy.
- F. Decanal staff will review the acceptance of positions of affiliated faculty. If there are any affiliated faculty vacancies, they will be posted internally to all other college faculty to apply. Offers of affiliated positions will be made to those who best meet the stated need of each vacancy with reference to the program's coverage and diversity consultative team report.
- G. Adjuncts will be given consideration in open searches based upon diversity, curricular, and programmatic needs.
- H. Decanal staff will establish a deadline to determine the core and affiliated faculty positions and create job descriptions for any vacant positions needing posting. Core faculty will create the curricular coverage statement of the job description based upon the program's coverage and diversity team report. The Decanal staff will incorporate the curricular coverage statement into the job description.
- I. Undertake a national search for any unfilled core or affiliated positions.

ARTICLE 17: Faculty Reappointment Process

For purposes of reappointment, Core and Affiliated faculty will create a reappointment portfolio with the following materials (they are not meant to be restrictive or exclusive):

A. Evidence of Professional Development

- a. Completed Professional Development Progress Report from annual professional development review ([Article 13: Professional Development](#))
- b. Certificates of Completion from educational trainings and experiences
- c. Narratives of professional development experiences

Evidence of DEI Practice and Training

Completed DEI Rubric from annual professional development review ([Article 13: Professional Development](#))

- d. Certificates of Completion from DEI-specific educational trainings and experiences or other appropriate evidence

B. Evidence of Educational Practice

- a. Sample of learning materials developed as a faculty advisor, course mentor, and group study facilitator
- b. Other documented student statements about the faculty member
- c. Samples of engagement with student:
 - i. Sample of one student's work and the faculty member's feedback to that work
 - ii. Engagement and teaching activities (advising, mentoring, and scholarly activities with students, and other evidence) as reflected in Learning Management System records, as summarized by Decanal staff.
- d. Faculty member response to the aggregated anonymous Student Evaluations
- e. Evidence of intellectual, artistic, and/or scholarly contribution, e.g.:
 - i. List of publications from the review period
 - ii. Samples of creative expression
 - iii. Letters of Support from College employees, alumni, and others

C. Evidence of Service (applies only to core faculty)

- a. List of service assignments and narrative of additional contributions to the College

D. Timing of Portfolio Review

- a. The completed portfolio, including the peer review, is due no later than October 1
- b. Decanal staff decision is due by November 1

E. Confidential Information

- a. The Decanal staff may hold confidential information that may influence the Chief Academic Officer or designee's acceptance of the letter and the eligibility to be reappointed.

Decanal staff will identify at least one peer to review the portfolio and offer feedback. The Decanal staff will evaluate the reappointment portfolio using a GCFU and GCC approved rubric that is based upon the five areas listed above for making reappointment decisions according to [Article 16: Appointment and Reappointment](#). The Decanal staff will provide the employee with the completed rubric along with the reappointment decision.

ARTICLE 18: Compensation

- A. Core Faculty shall earn an all-inclusive salary:
 1. 100% Core salary = \$62,000 per year
 2. 50% Core salary = \$31,000 per year
- B. Affiliated Faculty shall earn an all-inclusive rate of:
 1. \$120 per undergraduate credit
 2. \$150 per graduate credit
- C. Between Semester Study (BSS) inclusive of Independent Study is paid for separately, at the rates noted in [section B of this article](#).

ARTICLE 19: Criteria for Pay Raises

1. When Goddard College in any fiscal year is able to operate on 90% of actual revenue, and budget to operate on 90% of anticipated revenue in the subsequent year, an increase equal to the cost-of-living adjustment (COLA) as determined by the calculation of the Social Security Administration and Social Security Act to the faculty (core and affiliated) pay rate will be implemented at the start of the budgeted fiscal year.
2. When Goddard College in any fiscal year is able to operate on 90% of actual revenue, and budget to operate on 90% of anticipated revenue in the subsequent fiscal year, and has and maintains six (6) months of cash reserves, the parties agree to reopen this agreement to bargain only a pay increase to start no later than 30 calendar days of agreement.
3. Notwithstanding Section 2 above, within 90 days of the end of the 2023-2024 fiscal year, either party make request that this agreement be reopened to bargain over only

compensation and benefits the subsequent fiscal years of this Agreement. All other provisions of this agreement, including [Article 37: No Strike and No Lockout](#), shall remain in force and effect for the remainder of this Agreement.

ARTICLE 20: Credit-Bearing Continuing Education Offerings

- A. Pay rates for credit-bearing continuing education offerings, available in-person or online, are paid at the per credit rate of \$120 per credit per student for undergraduates and \$150 per credit per student for graduate students.
- B. Faculty assignments for credit-bearing continuing education offerings will be made in two ways:
 1. based on requests by existing students for courses/group studies with current faculty who have indicated they are available to teach the course/group study, and
 2. based on requests by existing students or non-degree-seeking students with suitable existing faculty who have indicated they are available to teach the course or, if there are no existing faculty who are available and appropriate to teach the course, then if the need is sufficient, from newly hired affiliated faculty.
- C. Credit-bearing continuing education may become a separate program, with assignments separate from other programs. Affiliated faculty can be hired on an as needed basis to serve the Continuing Ed program. If Continuing Ed enrollment gets to a certain stable enrollment per term (e.g., 100 courses per term on average for three terms) then the GCC may establish this new program.
- D. Credit-bearing continuing education offerings may also be offered for ancillary services to students, such as Student Success, College Writing, Assessment of Prior Learning (APL), Licensing related studies and other academic needs.
- E. Non-Credit bearing continuing education is paid on a per contract basis, at pay rates developed for non-credit offerings outside the CBA requirements, and will be negotiated with the intended instructor for the offering. Goddard Faculty can apply for assignments Goddard Faculty can apply for assignments. Preference for assignments given to Goddard Faculty with appropriate knowledge, skill set, and/or expertise unless there is an available candidate with significant knowledge, experience, or name recognition.
- F. Non-credit offerings and appointments are not part of the regular faculty workload.

ARTICLE 21: Residency Travel And Housing

Goddard College shall reimburse travel expenses that meet the Goddard College Travel Policy, as posted on GNet, and as follows:

- A. Faculty bargaining unit members who were employed by the College on June 30, 2021 shall receive travel reimbursements under the travel policy in place at that time ([Goddard College Travel Policy effective January 2018](#)).

- B. Faculty bargaining unit members hired on or after July 1, 2021 and who reside more than 60 miles from campus shall receive a \$500 stipend for travel each semester.
- C. GCC will provide faculty on-campus housing during residencies where such housing is available.
- D. Faculty members who attend residencies in areas in which Goddard does not provide housing shall be reimbursed up to \$175/night for lodging for the duration of the residency as defined by the Academic Affairs Office.
- E. Other travel required by Goddard College's Administration shall be paid and budgeted separately.
- F. If GCC decides to open a residency site at any additional location, the parties will negotiate the impact of such in relation to travel.

ARTICLE 22: Between Residency Housing

- A. When Goddard College is not in residency one dormitory will be set aside to provide housing for faculty on a short term, first come, first served basis.
- B. Faculty may stay in this dormitory for up to 30 calendar days at no charge.
- C. Rooms must be reserved through the Goddard College Help Desk at least 30 calendar days prior to usage.
- D. If plans change, rooms must be canceled through the Goddard College Help Desk at least 14 calendar days prior to the intended use.
 - a. Faculty members who fail to cancel rooms 14 calendar days in advance of the intended use may lose the right to use campus housing in this manner in the future.
- E. Housekeeping will only be provided in common areas and bathrooms.

ARTICLE 23: Benefits

- A. Full-time Core Faculty shall receive the same benefits as full-time staff and administration as detailed in the Employee Handbook.
- B. All 50% core faculty shall receive the benefits detailed in the employee handbook prorated to 50% with the exception of health insurance. For health insurance for 50% core faculty, GCC shall contribute 65% of the single rate only.
- C. Affiliated Faculty may purchase insurance through Goddard College at their own expense.
- D. GCC may suspend the retirement match 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 be reinstated unless otherwise negotiated and provided the match suspension applies equally to all eligible plan participants.

ARTICLE 24: Faculty Code Of Conduct

A group of bargaining unit members selected by the GCFU will work with the Chief Academic Officer (or designee) to develop a faculty code of conduct. Faculty will not receive additional compensation for this assignment. This work shall be completed no later than June 30, 2022.

ARTICLE 25: Employment Investigations

- A. Effective January 1, 2022 any vendor GCC contracts to conduct an investigation involving GCFU bargaining unit members regarding a complaint of discrimination or harassment based on a protected characteristic(s), that vendor shall:
 - a. Have a publicly available DEI statement;
 - b. Have qualified staff that are trained to perform the investigation and who have training in DEI policies and practices within the past 3 years;
 - c. Have a multicultural staff;
 - d. Have the ability to provide interviewees the option of being interviewed by an interviewer who is from the protected status of interviewee, when at all practicable.
- B. In the event that retaining a contracted investigator as set forth above becomes financially prohibitive, GCC will confer with GCFU to agree upon a contracted investigator that is acceptable to GCC and GCFU that embodies the intent and spirit of the factors above.

ARTICLE 26: Faculty Computing Requirements

- A. Core Faculty will be issued a technology stipend of \$600 in July of each fiscal year. If the core faculty member ceases to work for the College, then the faculty member's pay will be docked on a prorated basis for the portion of the fiscal year not worked. Faculty on leave of absence are not eligible for technology stipends.
- B. 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 students is electronic. All faculty members are expected to have or to have access to, a computer with email and internet capabilities, and a Microsoft/Apple supported operating system. In addition, computers must have word processing software or other software as supported by the GCC as detailed by the Information Technology (IT) policies.

C. At the time of hire, faculty members are given a Goddard email address and GoddardNet (the College's Intranet Site) account. Core Faculty are expected to check their email each working business day. Affiliated faculty are expected to check their email messages as necessary, but normally no less than twice a week. Faculty will conduct official business of the College (including communications with students, administrators, and fellow faculty) from their Goddard College email address or other appropriate GCC provided applications or electronic means. If the faculty set their Goddard email to forward to a personal email account, then it is the faculty member's responsibility to ensure that the forwarding email address stays current and will accept email, including attachments, from the GCC.

ARTICLE 27: Discipline and Discharge

The GCC may discipline or discharge a faculty member during their appointment for just cause. When any disciplinary material is introduced into a faculty member's personnel 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 28: Learning Communities

- A. Effective July 1, 2022 there will be two learning communities. Goddard College reserves the right to create additional learning communities in the future based on enrollment and/or new areas of study or to recombine degrees into new programs and learning communities in the future. GCFU reserves the right to impact bargain over future changes. Faculty will be notified at least 10 months before such reorganizations would commence. For the fall 2022 semester, GCC reserves the right for such notification to be six months.
- B. The two Learning Communities are currently allocated as follows:
 1. Education (currently Individualized BA Education; Individualized MA in Education; BA in Licensure; MA in Licensure) and Master of Fine Arts (currently MFA in Creative Writing; MFA in Interdisciplinary Arts)
 2. The Undergraduate Program (currently BA in Health Arts & Science; Individualized BA Studies, BA in Sustainability; BFA in Creative Writing; BFA in Socially Engaged Art), Goddard Graduate Institute (currently MA in Health Arts & Sciences; Individualized MA Studies; MA in Social Innovation and Sustainability) and Psychology (BA in Psychology; MA in Psychology; MA in Clinical Mental Health Counseling)

ARTICLE 29: Furlough

In instances of lack of work, GCC has the right to involuntarily furlough Core Faculty members for one or two semesters up to 25% and must provide an intent to do so no less

than 30 calendar days before the start of the affected semester. For curricular, programmatic, or diversity reasons based upon the coverage and diversity report, GCC has the right to involuntarily furlough Core Faculty members for one or two semesters up to 50% must provide an intent to do so no less than 30 calendar days before the start of the affected semester. GCC will provide GCFU and the academic program faculty. GCC agrees to pay the GCC's portion of the faculty member's insurance benefits and retirement contributions as per the CBA during the time of furloughs. GCFU retains the right to grieve denials based upon the above conditions.

ARTICLE 30: Severance

- A. Goddard College shall pay all Core faculty severance upon involuntary separation due to retrenchment in the following schedule: no severance for less than 3 years of service, 2 weeks' severance for 3 - 5 years of service, and 8 weeks' severance for 5+ years. When Goddard College in any fiscal year is able to operate on 90% of actual revenue, and budget to operate on 90% of anticipated revenue in the subsequent fiscal year, and has and maintains 6 months of cash reserves, no severance for faculty with less than 2 years of service, 2 weeks' severance for faculty with 2 years of service, 3 weeks of severance for faculty with 3 - 5 years of service, 8 weeks of severance for 5 years of service.
- B. Affiliated faculty are not eligible for severance.

ARTICLE 31: Retrenchment

Retrenchment because of financial considerations, program or curricular curtailment, or change or elimination of academic programs and/or degree programs shall be applied as follows.

A. Trigger

1. The GCC retains the sole and exclusive right to determine the need for retrenchment, the magnitude of the retrenchment, and the academic program(s) and/or degree programs within which retrenchment shall take place. The goal of this Article is to ensure a fair and transparent process that supports the curricular, programmatic, and diversity goals of GCC and of the affected program(s).

B. Notice

1. The GCC shall provide an Intent to Retrench notification to the GCFU within forty-five business days of the start of each residency.
2. 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.

3. GCC will provide the Union with any financial or other data the Union may request that is relevant to the decision to retrench.
4. GCC and GCFU will discuss retrenchment decisions in the next labor and management meeting.

C. Order of Layoffs

1. Involuntary layoffs shall be implemented in order of seniority (as defined in [Article 33: Seniority](#)) within the affected academic 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 academic 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.
2. 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. COBRA

1. If a retrenched faculty member elects to continue their health and/or dental coverage under the terms of COBRA, the College will pay the portion of premiums for health and dental coverage that it paid immediately prior to the date of separation for one month after the date of retrenchment. 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.

ARTICLE 32: 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, or another for which the faculty member has appropriate expertise, and position (or comparable if positions in existence at the time of recall have changed), 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) years beginning with the semester the retrenchment goes into effect.

- 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) calendar 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.

ARTICLE 33: Seniority

- A. Seniority shall be defined as consecutive years and partial years of service in the bargaining unit, (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 Core or Affiliated 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 academic program shall be deemed the more senior.
- B. 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 and/or meets a curricular or diversity need. The returning faculty member will be presented with a list of academic programs and degree programs where their areas of expertise and experience match the curricular requirements of the degrees offered. If there are open positions in more than one academic program, then the returning faculty member may rank order their preferences. The Decanal staff will make the program assignment.

ARTICLE 34: Intellectual Property

A. Applicability

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

B. 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 nontraditional mode, including but not limited to: packet responses, study guides, syllabi, course descriptions, course contents, notes of presentations, assignments, laboratories, assessment tools, etc.

C. 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, scholarly works, or other content 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 their 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.

D. 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 35: Electronic Privacy

- A. Members of the Faculty are subject to the GCC Computer Use policies, except that, where inconsistent with this Agreement, the terms of this Agreement shall govern. 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.

B. 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. 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 36: Time Off for GCFU Business

A. 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 their leave for executive office. [Article 31: Retrenchment](#) will continue to affect the faculty member's position while he or she is on a leave.

B. The GCFU co-chairs will be paid a stipend of \$1650 per semester per chair up to two co-chairs. The GCC recognizes that the GCFU may designate faculty members as GCFU representatives. The GCC shall also make available a combined pool of \$1800 per year. The GCFU may distribute this pool among faculty members' representatives.

ARTICLE 37: No Strike or Lock Out

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. The GCC agrees that as long as the Agreement or any written extension hereof is in effect, it shall not conduct a lockout of bargaining unit members.

ARTICLE 38: Union Security

A. 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.

- B. 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.
- C. 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 or email.
- D. Faculty members whose appeal of the agency fee is not sustained shall be subject to collection of the fee through the appropriate legal measures.
- E. The GCFU shall indemnify and hold the GCC harmless with regard to any action arising out of its compliance with this section.

ARTICLE 39: Dues Check Off

- A. 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 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.

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 an 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 40: 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 41: Successorship

The GCC shall provide the Union with notice as soon as practicable in the event it has decided to sell, transfer or merge the GCC, or make other changes in the legal status or identity of the GCC. In no event shall the GCC give the Union less than ninety (90) calendar

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 42: Severability

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: Lead Faculty Description

Lead Faculty work collaboratively with Learning Community faculty members and Decanal Staff to ensure the development and growth of the programs within their assigned Learning Community. Each academic program shall be assigned a Lead Faculty member. Programs that have a second residency site or residency option shall be assigned a second Lead Faculty member.

Responsibilities:

- Develop and promote academic engagement within and across programs within the Learning Community
- Engage with current and prospective students regarding degree requirements
- Work with program faculty to review and revise degree requirements
- Work with program faculty to foster program-wide vision and innovation
- Represent program concerns to the Decanal staff
- Create an environment within the Program that promotes positive communication, encourages collaboration, and demonstrates flexibility

Appointment: 2 Year Term

Selection Process: Lead Faculty will be nominated by a vote of the academic program faculty to the Chief Academic Officer (or designee)

Credit Release:

Lead Faculty shall receive a credit release each semester from their core faculty credit load as follows:

- a) 8 credits for BA/BFA programs and BA/MA programs with a majority of undergraduate students
- b) 6 credits for MA/MFA programs and BA/MA programs with a majority of graduate students

