

# AGREEMENT

Between the

VERMONT STATE COLLEGES

and

NVU ONLINE UNITED FACULTY,

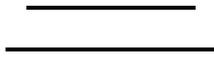
VSCFF 3180,

AFT VERMONT, AFL-CIO

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Academic Year: Summer semester, fall semester, and spring semester taken together in this order are considered the “academic year” as defined by NVU Online.

Board: The term "Board" refers to the Board of Trustees of the Vermont State Colleges.

Chancellor

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A. All the rights and responsibilities of the Vermont State Colleges and NVU that have not been specifically provided for in this Agreement, shall be retained in the sole discretion of the Vermont State Colleges and NVU and, except as modified by this Agreement

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A. Individual Contracts

Right and benefit of the faculty members set forth in this Agreement shall be part of any individual contract of employment. In the event of conflict between the terms of an individual contract of employment and the terms of this Agreement, the terms of the Agreement shall be controlling. This Agreement shall be referred to in any employment contracts for bargaining unit work issued to faculty members.

B. NVU Online Portal / Bulletin Boards

1. NVU will place a link to the Union website in the NVU Portal or a successor portal designated by VSC within six (6) months of the ratification of this Agreement.
2. If a posting is desired by the Federation, a Federation Representative at the University shall furnish copies of all postings to a designated NVU official for NVU records. All such postings shall clearly indicate sponsorship by the Federation.
3. The use of the bulletin board shall be restricted to activities of the Federation for the following purposes only:
  - a. notice of educational and social activities;
  - b. notice of election of officers and representatives and results; and
  - c. notice of Federation meetings and activities of the Federation, its affiliates or parent bodies, other than union campaign materials.

C. Distribution of Materials

The Federation shall have the right to use interoffice mail facilities. The Federation is free to use VSC email addresses to correspond with faculty.

D. Union Meetings

The Federation may use University classrooms, and other NVU meeting rooms for its meetings

#### E. Right to Information

Upon receipt of a written request from the Federation, the Vermont State Colleges shall make available any information within its possession or control not exempted by law that is relevant and necessary for the Federation to meet its collective bargaining responsibilities or to administer this Agreement. Such information shall be made available within thirty (30) calendar days of the Federation's request; if such information is not readily available within said thirty (30) days, unless otherwise agreeable to the parties, the Vermont State Colleges shall so notify the Federation and shall make the requested information available as soon as reasonably possible. When practicable, information shall be provided in Excel file format.

In the third week of each semester, the University will send the Federation President an electronic list of all Bargaining Unit members that includes the following data:

- A. Name
- B. Total number of credit hours taught for NVU Online
- C. New Bargaining Unit members wris

thirty (30) days of passage or implementation of such legislation, regulation or legal decision. The parties will then meet within thirty (30) days of such notification. In such a case, either side may then place on the table as a matter for full negotiations any modification of this Article.

D. The Federation shall indemnify, defend and save the Vermont State Colleges harmless against any and all claims, demands, suits or other forms of liability that shall rise out of, or by reason of, action taken or not taken by the Vermont State Colleges in reliance upon deduction authorization cards submitted by the Federation to the Vermont State Colleges.

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A. The University shall provide the Federation with the value of one (1) three credit course

is responsible for upholding norms of civil discourse, standards of scholarly integrity, and aspirations of truth and justice.

D. Faculty members, as citizens, have the same freedom as other citizens. However, in written or oral statements made outside the scope of employment at NVU, they may not claim to represent the Northern Vermont University or the Vermont State Colleges without clear authorization to do so. Further, academic freedom does not relieve faculty members of any

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Notice of full- or part-time administrative or faculty vacancies within the system shall be posted on the VSC website at least fifteen (15) days prior to the filling of such vacancy. Notice of full- or part-time staff vulY

G The only material that the University shall use for evaluation, merit review, contract renewal, supporting disciplinary action contemplated against a faculty member, or any other personnel action shall be that contained in their personnel file.



The following procedure shall be utilized in faculty disciplinary matters:

A. Scope and Application

1. Discipline may include written reprimands, demotions, unpaid suspensions of varying lengths, and termination. Discipline shall not include oral counseling or oral reprimands, nor shall it include annual performance evaluations or other performance reviews. Discipline also shall not include situations where a faculty member is placed on paid administrative leave pending an investigation into alleged misconduct.

2. At the President's discretion, a faculty member may be placed on paid administrative leave of absence for a period of up to forty-five (45) calendar days which may be extended by the President in consultation with the Federation:

- a to permit the University to investigate or make inquiries into charges and allegations made concerning the faculty member; or
- b if in the judgment of the President the faculty member's continued presence on campus during the period of investigation is detrimental to the best interests of the University, students or other faculty, or the ability of the University to carry out its mission effectively.

Faculty placed on administrative leave shall be notified in writing of the leave and the specific reasons therefore. The administrative leave shall be terminated once the disciplinary process has been completed, the threat of potential harm has ceased to exist, or the leave is determined to have been unnecessary in the first instance. Documentation of administrative leave shall not be used to justify any future disciplinary action nor shall it be considered in any evaluation process.

A faculty member may grieve the imposition of paid administrative leave if he or she believes that the action was arbitrary or capricious.

3. The University will adhere to the principle of progressive discipline. However, the parties agree that every disciplinary matter must be judged on all surrounding circumstances and that the penalty imposed may vary based on such circumstances. Some acts of misconduct may warrant a

B. Written reprimands

1. The Dean or President or their designees may issue written reprimands to faculty members. Such written reprimands shall be placed in the faculty member's file and also shall be sent to the faculty member.

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member receives notice of a proposed disciplinary action/penalty greater than a written reprimand. The meeting shall not be public; a representative of the Federation and/or the faculty member's counsel may be present.

3. Following such meeting, the President shall make their decision within 14 calendar days on whether discipline is appropriate and if so, what the particular disciplinary action shall be. No discipline proposed under this section shall be binding and effective that has not been the subject of the meeting provided in this section unless the faculty member waives the right to this meeting by failing to request the meeting.
- D. A faculty member may file a grievance over a demotion, suspension or termination if they believe that the action was without just cause. Such grievance will be filed at Step Two of the grievance procedure.
  - E. The purpose of a Step Two Hearing in a disciplinary grievance shall be the possible adjustment of the matter and need not involve the presentation of evidence or specification of particulars by either party. In the case of a disciplinary grievance regarding a penalty of demotion, suspension or termination imposed by the University, the faculty member may waive in writing Step Two and proceed to the Vermont Labor Relations Board.
  - F. Once the University becomes aware of any alleged acts that may form the basis for discipline under this Article, and except for actions that may constitute a crime, it must initiate disciplinary proceedings under this Article within 180 calendar days of becoming aware of the alleged acts, with the exception of disciplinary action resulting from violations of Policy 311 or 311-A, or any revision of such policies. The time limit for such actions is two years.
  - G. All time limits in this Article may be extended by the mutual agreement of the Vermont State Colleges and the Federation.

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### A. Special Conferences

1. Any individual faculty member or group of faculty members shall have the right to discuss any concern/complaints with the Dean or their designee and to have such matters considered in good faith in a "special conference" with or without the intervention of the Federation. A request for a special conference must be in writing and received within fifteen (15) calendar days following the time at which the concerned party(ies) could have reasonably been aware of the existence of the situation created by the University which is the basis for the concern. The clock may be stopped during all recesses in excess of seven (7) calendar days provided the faculty member(s) or their representative notifies the University in writing. The clock shall start again at the conclusion of the recess.



their designee shall forward a written answer to the grievant with a copy to the Federation at the address specified in the grievance. Such meetings shall normally be conducted at the Office of the Chancellor. If the grievance is not then resolved, it may thereafter be processed directly to arbitration under the arbitration provisions of this Agreement.

E. Failure to Adhere to Time Limitations:

1. Failure by the administration to comply with the time limitations in this Article shall permit the grievance to be processed automatically to the next step. The time limitations set forth in D. and E. above may be extended by mutual agreement.
2. Failure of the grievant to comply with the time limitations of the grievance steps set forth in this Article shall preclude any subsequent filing of the grievance.

F. Nothing in this Article shall require a grievant to seek the assistance of the Federation or its representative(s) in any grievance proceeding. The grievant may be self-represented or be represented by counsel of their own choice. If a grievant elects not to be represented by the Federation, the Federation may not intervene, provided that:

3. The grievant notifies the Federation in advance of any formal grievance under D. and E. above and of the time and place of such meeting; and
4. The grievant shall forward to the Federation a copy of the grievance at each step; and
5. The University or the Chancellor shall promptly provide the Federation with a copy of its answer to the grievance at each step of the proceeding. The Federation shall have the right to respond in writing to the final answer (with such response, if any, included as part of the personnel record); and
6. No disposition of any such grievance at any such meeting shall contravene, violate, or be inconsistent with any provision of this Agreement, applicable law, or applicable arbitration award; and
7. The disposition of any such grievance shall be without precedent or prejudice to a grievance involving a different grievant(s) or subject matter.

G. Grievance Meetings:

1. Time of all grievance meetings shall be arranged to have as little loss of working time as possible. No pay or benefits shall be lost by the grievant or witnesses called by either party for the purpose of attending grievance meetings. A witness shall be excused from

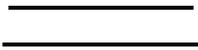


4. The fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the Federation and the University.
5. Observers may only attend a private arbitration if invited by one or both of the parties.
6. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.
7. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.



In all cases, the Evaluator shall provide observation results in writing to the faculty member at the conclusion of a formal evaluation. The faculty member shall have the right to respond to the results in writing and to have such response placed in their academic personnel file.

- b. Nothing in this article shall preclude the Dean, or designee, from observing the course at any time.
4. **4**. Whenever a faculty member is designated for formal evaluation, the Dean will provide notice to the faculty member that they will be reviewed that semester.
5. At the request of the faculty or on NVU Online's own initiative, the Dean may request feedback on syllabi and other course materials of the faculty member being evaluated from appropriate faculty resources available to VSC.
6. Following a review of all evaluative material, the Dean will write a formal evaluation of the faculty member for inclusion in their file and shall meet with the faculty member if requested. The faculty member shall have the right to respond to the evaluation in writing and to have such response placed in their academic4 ( e)4 (va-2 (c)ns)



A. Faculty are expected to perform teaching and administrative duties in accordance with the requirements of the University. Such work shall include academic responsibilities, related administrative responsibilities, and reasonable availability to students. Responsibilities of NVU Online Faculty include:

1. Utilizing the complete course description for each course to be taught and, if available, the course learning objectives, develop the assignments and assessments and populate the materials into the designated Learning Management System prior to the beginning of the course.
2. Submit required orders for textbooks and/or other course materials to the NVU Online Bookstore or science lab administrator in compliance with stated deadlines. Respond to follow up inquiries regarding such orders in a timely way.
3. Participate in the Fundamentals of Instructional Technology (“FIT”) orientation prior to teaching a first semester at NVU Online and thereafter as deemed necessary by the Dean for updates to the LMS and/or instructional best practices.
4. Coordinate class participation in compliance with NVU Online expectations to meet Credit Hours.
5. Submit attendance records as specified by NVU Online.
6. Provide final evaluations and grades for all students on the class roster no later than forty-eight hours after the final day of class, in accordance with the NVU Online grading scale.
7. Create an online gradebook in the learning management system that provides assignment grades and an up-to-date course grade for all students.
8. Comply with all University rules, regulations, policies, and directives.
9. Perform such other responsibilities and services as may be appropriate to the responsible completion of the foregoing duties, including completion of required VSC training modules.

B. The parties agree that the University shall provide FIT orientation for new faculty members and on demand for existing faculty members. The Federation shall be afforded the opportunity to create a module for the orientation to explain membership and financial matters, Federation officer and contact information and other pertinent information.

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3. Failure to receive an assignment shall not be considered a non-reappointment.

F. Faculty members will leave the bargaining unit (1) when notified of non-reappointment or discharge by the University or (2) following any complete Summer semester to Spring semester period in which they have not taught at least three credits. The conclusion of the Spring term will be considered the exit date (e.g., if someone teaches in the Summer of 2021, they stay in the unit until the conclusion of the Spring, 2023 semester, even if they have not taught three credits during that period). If, after leaving the bargaining unit for a total period of time not to exceed one additional year, they are rehired as a faculty member, they will requalify for the unit upon teaching their first course, otherwise they will have to re-qualify for unit membership.

G. All assignments and appointments shall be at the University's sole discretion, subject to other provisions in this Agreement. The University shall determine the number of assignments and the particular assignment(s) that will be offered to any faculty member. No unit member may be assigned nor shall they contract for more than 11 credits per semester. If at any point in time during the semester the instructor exceeds these credit limits, they are required to report that immediately to the Dean. Failure to do so will result in loss of eligibility to teach future NVU Online courses. No appointment shall create any right, interest or expectancy in any further appointments beyond its specific term, except as otherwise provided in this Article. Former bargaining unit members who re-enter the bargaining unit will be placed in the Pay Grade appropriate to the total online credits they taught in the VSC and, to the extent any benefits are based upon credits taught in the VSC, they will receive benefits based upon the total online credits taught in the VSC.

Seniority Bridging. For purposes of seniority under this Article, a bargaining unit member who temporarily leaves the unit for an additional one year or less will have all seniority restored immediately beginning their first teaching assignment.

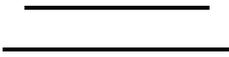
H. Faculty members may resign from the bargaining unit if they no longer intend to be available for assignment of courses. In that event, NVU Online and VSC may remove that individual from the unit information required to be provided to the Federation upon receipt of written confirmation of the resignation.

I. Except in the case of a personal or family medical emergency or catastrophic event, if an assigned faculty member withdraws from teaching one or more courses less than thirty (30) days prior to the beginning of the semester, they shall be ineligible for consideration for a teaching assignment for the subsequent semester. NVU's decision to waive this provision is not grievable.

If a faculty member at any time indicates that they will not be able to fulfill a given appointment and assignment, NVU shall be free to offer the course to another faculty member or administrator.







A. For the Academic Years ending in 2022, 2023, and 2024, Faculty will be paid according to the following schedule, unless the Faculty qualifies for Legacy payment as defined herein in Section H:

NVU Online Faculty Pay Rates	Pay Grade ONE <u>Online</u> teaching experience of less than 60 credits, as described in Section G	Pay Grade TWO <u>Online</u> teaching experience of 60-119 credits, as described in Section G	Pay Grade THREE <u>Online</u> teaching experience of 120 or more credits, as described in Section G
Per Credit Academic Year 2022	\$1000	\$1170	\$1330
Per Credit Academic Year 2023	\$1035		

- F. Contracts for small group studies will not be issued until the add deadline is reached in order to ensure that the instructor is compensated for all students in the course. Instructors who have accepted the option will still receive a standard contract if their course has 8 or more students or a small group study contract if there are 7 or fewer students.
  
- G. For the purposes of determination of eligibility for pay grade position, Faculty shall be assigned a pay grade based on the number of credits taught at NVU Online or its predecessors. In addition, equivalent experience for credits taught at accredited institutions of higher education including the Vermont State Colleges system may be considered in initial pay grade placement, provided the Faculty demonstrates the experience is online.
  
- H. Any Faculty who has been compensated during the Academic Year ending 2021 at a rate greater than that set forth in A. above shall continue to receive the previously higher rate for any subsequent appointments, which shall be known as that Faculty's Legacy Rate. The Legacy Rate for that Faculty shall not increase until Pay Grade Three increases beyond the Legacy Rate; thereafter, the Faculty shall be compensated at Pay Grade Three rates.

The Faculty shall no longer be eligible for the Legacy Rate if the Faculty leaves the unit for a period exceeding one additional year, even if they subsequently requalify for the bargaining unit.

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A. Retirement contributions

1. Faculty may participate in the Vermont State Colleges retirement plan through TIAA by contacting the VSC benefits office for the salary reduction agreement (SRA) form.
2. Faculty can make pre-tax reductions and/or post-tax salary reductions (Roth option). Faculty will be allowed up to three (3) loans against their pre-tax account at any time, subject to the plan provisions. Contributions are subject to the IRS maximum for employment at the VSC.
3. There will be no University match on any faculty contributions to the plan.
4. The VSC reserves the right to change the retirement plan and/or the carrier at its discretion with prior notice to the Union and faculty.

B. Professional Development

1. The University provides resources online and on-demand for faculty to use for professional development.
2. The University shall fund a Faculty Professional Development Fund in the amount of \$3,000 annually for the term of this contract (but not automatic renewals). These funds shall be transferred to the Federation at the beginning of the Academic Year and used to reimburse relevant course tuition for graduate level courses taken outside of the VSC system, professional meetings, other relevant professional development projects, and related travel. All funds not used by the end of the Academic Year shall be carried over into the subsequent year. Thirty days after the conclusion of the Academic Year, the Federation shall provide a statement of the Faculty Professional Development Fund, listing the amounts awarded; to whom the amounts were dispersed; and the purposes for which the funds were used.
3. The University may require participation in specific trainings such as the FIT course and other VSC-required trainings.

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- A. If the University requires faculty members to attend a University-sponsored meeting or event during the academic year, the University shall document its approval for the





The term “academic year” as used in this Article shall refer to the Fall and Spring semesters only. The tuition waiver can only be used at bargaining unit colleges. The tuition waiver cannot be used at the Castleton Center for Schools.

B. The tuition waiver under this Article can apply to either part time or full time study for bargaining unit members.

C. While the Tuition Waiver benefit under this Article is designed to defray the tuition costs incurred by unit members, it does not guarantee enrollment in all desired courses or that participants will be accepted into a College degree program. Unit members are responsible for the cost of applicable fees (as determined by the College), books, supplies, and tax consequences, if applicable. Unit members taking such courses are subject to all College student policies, as may be amended.



A. VSC shall provide faculty with an VSC email address which must be used for all communications and University work.

B. Unless otherwise specified, notices and communications which are required to be “in writing” may be sent by email to the Faculty member’s work email address. Sensitive material should be sent by the VSC’s securely encrypted file transfer service (currently ZendTo).

C. Faculty are responsible for notifying the Dean of any changes in name, legal address, and other contact information.



A. The Federation, as elected bargaining agent, retains the exclusive right to negotiate and 6-m (ACUL)-4 .

B. The existence of the Faculty Assembly as an instrument of faculty governance shall not preclude the President from holding a reasonable number of faculty meetings, with reasonable notice in cases other than emergencies.

C. Recognizing the final determining authority of the President, matters of academic concern shall be initiated by the Faculty Assembly or by the President through the Faculty Assembly in the manner described in Article 19 of the Full-Time Faculty Agreement.

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A. This instrument constitutes the entire Agreement of the Vermont State Colleges and the Federation, arrived at as a result of collective bargaining negotiations, except such amendments

