

*2023-2027**

AGREEMENT BETWEEN

BARD COLLEGE

AND

THE BARD COLLEGE CHAPTER OF

THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (AAUP)

This agreement is made *12 June 2023 for effect 01 July 2023* by and between Bard College (hereinafter referred to as "the College") and the Bard College Chapter of the American Association of University Professors (hereinafter referred to as "the Chapter"). The agreement is made expressly subject to all applicable laws of the State of New York, and of the United States.

I. RECOGNITION

The College recognizes the Chapter as the collective bargaining agent for the faculty (as defined below, Article II) and as the exclusive agent to negotiate the terms and conditions of faculty employment at the College, provided that this action in no way limits the right of individual faculty members or of the President of Bard College (hereinafter referred to as "the President") to discuss and establish particular arrangements to cover individual faculty employment situations. Such agreements shall not be in conflict with the terms of this agreement.

The Chapter recognizes that the Board of Trustees of Bard College (hereinafter referred to as "the Board") shall retain all management rights and functions as vested in it by law, except as limited by the express terms of this agreement.

II. FACULTY

For the purpose of this agreement, the term "faculty" shall include all undergraduate faculty holding teaching contracts for 6/13 or larger fractions.

*NOTE: All changes from the *2020-2023* agreement are shown in bold italics.

III. NOTICE

The precise terms and conditions of every academic appointment (for faculty members and for all other teachers) shall be in the possession of both the College and the teacher before the appointment is consummated, (Faculty Handbook [hereinafter referred to as "Handbook"] I.C). The College will normally notify faculty members of the terms and conditions of their renewals by April 1st, but in no case will contracts be issued later than April 15.

Notice of non-reappointment of probationary faculty will be given as provided in Handbook I.C.

IV. TENURE AND ACADEMIC FREEDOM

- A. Academic tenure means academic appointment that can be terminated only for specifically stated causes. It is granted by the President only to persons who have demonstrated by passing successfully through a substantial period of probation that they are fully qualified teachers and who the President decides, after receiving the recommendation of appropriate faculty committees, have satisfied the criteria for tenure.
- B. Such tenure has one purpose and justification: to ensure the adherence of the College to its stated policy of academic freedom. It is not justified as or intended to be a compensation for low salaries or a reward for long and faithful service. The benefits of economic security which it confers upon the individual to whom it applies are only incidental to the benefits it confers upon society in guaranteeing to the scholar and teacher the opportunity for the free and unbiased pursuit of truth and understanding.
- C. All teachers (whether faculty or not) will enjoy academic freedom as set forth in the Association of American Colleges - American Association of University Professors' 1940 Statement of Principles on Academic Freedom and Tenure, and in no case will dismissal be used to restrain their exercise of academic freedom or other rights of American citizens.

V. REMOVAL OF TENURE AND DISMISSAL OR SUSPENSION FOR CAUSE

- A. After the expiration of the probationary period, faculty members granted tenure shall be suspended or terminated only for adequate cause, or, under extraordinary circumstances, because of financial exigencies. Adequate cause, as used above, is defined as moral turpitude, conduct seriously detrimental to the welfare of the institution, incompetence, or refusal, failure, or prolonged inability to perform contractual duties in accordance with recognized professional standards. If the President believes there is adequate cause for the suspension or dismissal of a faculty member, the President will consult with the Faculty Senate. Suspension or dismissal proceedings will be initiated only upon a detailed written statement of charges by the President. After receipt of such a statement of charges, the faculty member shall have three weeks to request the Faculty Executive Committee to arrange a hearing.

- B. At the request of the faculty member, the Faculty Executive Committee will arrange a hearing on the charges before an appropriate ad hoc committee of the faculty, which the Faculty Executive Committee will designate in consultation with the Chapter Executive Committee.
- C. The hearing will consider only those charges contained in the President's written statement. The faculty member will be provided an opportunity to make written and oral answer to the charges, to have with him or her an advisor of his or her own choosing who may act as counsel, to call witnesses in his or her behalf, and to have a full record of the hearing. In the hearing of charges of incompetence, the testimony shall include that of other teachers and scholars, either from the College or from other institutions.
- D. The findings and recommendations of the Hearing Committee will be given in writing to the President and to the faculty member. Within five calendar days, the President will communicate in writing to the faculty member whether he or she will withdraw the charges or impose sanctions. However, if a sanction is to be imposed, the faculty member shall have three weeks to request review of the hearing record and of the decision of the President by the Board, which shall make a final decision.
- E. Except as to procedural matters specifically covered in this Article, the procedures to be followed by the Faculty Executive Committee, the Hearing Committee, and the Board shall be determined respectively by each of these bodies. However, in determining such procedures, these bodies shall be guided by the American Association of University Professors 1982 Recommended Institutional Regulations on Academic Freedom and Tenure, insofar as such regulations are reasonably appropriate to the situation and resources of the College.
- F. In the event of the suspension or dismissal of a teacher (in any category) before the expiration of his or her contract, consultation, a written statement of reasons, and the opportunity for a hearing under Article V will be accorded. It is understood that the President bears the burden of proof in procedures governed by Article V.

VI. FINANCIAL EXIGENCY

Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide. Where termination is based upon financial exigency or discontinuance of a program or department of instruction, Article III will not apply.

The existence of a financial exigency that may warrant the termination of a continuous appointment shall be determined by the mutual agreement of the President and the Executive Committee of the AAUP based upon a review of the total College budget. In the event that the two parties fail to reach a mutual agreement on the existence of financial exigency, this issue reverts to the Board of Trustees for final determination.

An exigency having been declared, the President will present (l) proposed budget limits (range)

for the relevant budget years, (2) a proposal or proposals to bring the total faculty salary budget within this range. He will meet jointly with a committee consisting of the members of the Faculty Executive Committee, the Faculty Senate, and the Executive Committee of the AAUP (non-voting) to discuss his or any other proposals in an attempt to reach a mutual agreement as to the proposed actions. In the event that the two parties (the President on the one hand, and the aforementioned Faculty Committee on the other) fail to reach a mutual agreement,

1. the Board of Trustees shall make a final determination as to the amount of total faculty compensation available for the relevant budgets.
2. the Executive Committee of the AAUP shall determine whether the prescribed budget reductions are to be made by termination of continuous appointments, by some other adjustment in faculty compensation, or by some combination of these.

If the decision to terminate appointments is made, the committee (named above) shall determine the particular individuals affected.

No terminations which will result in the total discontinuance of a program or department shall be made without the concurrence of the Faculty Committee (named above) and the President.

VII. GRIEVANCE PROCEDURE

- A. Purpose. The purpose of this article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.
- B. Definitions. A grievance is an allegation by either a faculty member or the AAUP that there has been a breach, misinterpretation, or improper application of the terms of this agreement, or of the Faculty Handbook. All references herein to the AAUP refer to the President of the Bard Chapter. Faculty is defined as set forth in Article II of this agreement. The term College refers to the President of the College or his or her designee. A working day refers to Mondays through Fridays during the fall and spring semesters. Cases of dismissal or suspension for adequate cause are not covered under this article, but shall be processed under Article V. It is understood that the grievant bears the burden of proof in C., D., and E. of this Article.
- C. If a faculty member or the AAUP alleges a violation of the Contract or Faculty Handbook not related to an individual faculty member's status (i.e., not related to reappointment, promotion, or tenure), the faculty member or the AAUP shall notify the President, within 40 working days after the alleged violation. The President and the AAUP Executive Committee shall meet within 10 working days after the receipt of the grievance or complaint to attempt to formally resolve the matter. If this meeting does not resolve the matter, a Hearing Committee made up of one tenured faculty member selected by the President, one tenured faculty member selected by the AAUP, and one tenured faculty member selected jointly by the President and the Executive Committee of the AAUP shall consider the complaint. This Committee shall be constituted within 10 working days

after the meeting described above. The Committee shall meet and deliberate according to its own rules of procedure and issue a decision within 30 working days after its appointment. The decision of the Committee shall be binding on all parties; however, the Committee shall not add to, delete from, or, in any other manner, modify the collective bargaining agreement or Faculty Handbook.

- D. If a faculty member or the AAUP alleges a violation of the Contract or Handbook related to an individual faculty member's status (i.e., reappointment, promotion or tenure) including an assertion that there were procedural irregularities, or that his or her non-reappointment constitutes a violation of academic freedom, or that there has been discrimination with respect to race, sex, religion, national origin, color, age, disability or sexual orientation, a grievance under this Article, paragraph D will be accorded on request. If a faculty member alleges that a violation of the Contract or the Handbook significantly affected his or her evaluation, the faculty member shall so notify the President, with a copy to the AAUP Executive Committee, within 40 working days after the alleged violation or complaint, or within 40 days after the faculty member first had knowledge of a decision having been made. This notification should include relevant details and should include a statement concerning the remedy sought. The President shall meet with the faculty member, and a member of the AAUP Executive Committee if the faculty member so requests, within 10 working days after the receipt of the grievance to discuss the grievance. If this meeting does not resolve the matter to the satisfaction of the grievant, a Hearing Committee made up of one tenured faculty member selected by the President, one tenured faculty member selected by the Executive Committee of the AAUP, and one tenured faculty member selected jointly by the President and the Executive Committee of the AAUP shall consider the grievance. This Committee shall be constituted within 10 working days after the meeting described above. The Committee shall conduct a hearing in accordance with its own rules of procedure. The Committee shall meet, conduct the hearing, and issue a finding or a decision within 30 working days after its appointment. The decision of the Committee shall be binding on both parties. However, the Committee shall not add to, delete from, or, in any other manner, modify the collective bargaining agreement or the Handbook. It is understood that procedural irregularities, if proven, require a procedural remedy and that in no event will the Committee have the power to grant employment, tenure, reappointment, promotion, or monetary damages in employment related matters, or to modify, add to, delete from or in any other manner change the collective bargaining agreement. If the Committee finds a violation of procedure that merits reconsideration, the Committee shall specify the nature of the violation and the procedural remedy, which may include reconsideration.

VIII. TERMS OF DISMISSAL

A faculty member on continuous appointment who is dismissed because of financial exigency or for adequate cause shall receive his or her full salary for a year following the date of his or her dismissal except:

1. that no such salary payments shall be made to a faculty member found by a Hearing

Committee as appointed in Article V or VII to have willfully failed to meet major contractual responsibilities, and,

2. that payments to faculty members terminated for prolonged inability to perform contractual duties shall cease whenever the faculty member becomes eligible to receive total disability benefits under any policy of insurance upon which the College has paid all or part of the premiums.

IX. CONTRACTUAL OBLIGATIONS

The normal teaching load for full-time tenured and tenure-track members of the faculty is a three-two course schedule over an academic year as described in Attachment B. For all other full-time faculty the normal teaching load is six courses per year. It is the responsibility of all teachers to meet classes, advisees, and major conferences as established by departmental and divisional policies. Classes meet 30 weeks each academic year as scheduled, or for announced make-ups as required. Periodic student evaluations, criteria sheets, grades, moderation reports, and course lists will be turned in by dates fixed by the Faculty Executive Committee.

Full-time teachers are required to be available on campus for the major part of four days each week. They will distribute their contact hours over these four days, including at least two posted office hours each week. Teaching loads and availability for faculty with less than full-time appointments are described in Attachment B. Faculty members will perform normal committee assignments and attend Divisional and Faculty meetings. Significant exceptions to these contractual obligations must be approved by the Faculty Executive Committee and the President.

External consulting arrangements by full-time faculty members that will enhance the individual's professional competence and/or provide a community service are encouraged, provided such arrangements do not interfere with the contractual responsibilities of the individual to the College. The College recognizes that outside activity, professional or otherwise, may from time to time conflict with teaching schedules. In such instances, the faculty member must notify the Dean in advance that he or she will miss one or more classes. Mutually agreed upon arrangements for make-up classes or replacement faculty must be settled ahead of time. Appointments to another institution in an adjunct lecturer or part-time capacity while the individual carries a full-time faculty appointment at Bard must not be undertaken without prior approval of the Dean of the College. The Dean will report these decisions to the Faculty Executive Committee. Similarly, faculty must gain the assent of the Executive Committee and the Dean of the College in advance of making continuing commitments that clearly impinge upon contractual teaching responsibilities and obligations. These guidelines are meant to apply to the work week during the 30 weeks of the academic year, excluding sabbaticals or leaves.

X. ACADEMIC POLICY

Faculty meetings shall be held monthly (unless deferred by the Faculty Executive Committee) and the agenda will be announced a week in advance. Only currently active faculty (as defined in Article II) will vote on academic issues.

Subject, content and conduct, and size and criteria for admission of courses are the responsibility of each teacher, subject to the direction and approval of his or her departmental and divisional colleagues, and the regular elected committees of the faculty, and subject to review by faculty meetings. The faculty has autonomy in academic affairs; e.g., the student-faculty ratio is an academic policy subject to faculty approval.

XI. RESEARCH AND TRAVEL

The College endorses and supports professional development of faculty. An appropriate committee of the faculty will administer funds for research and attendance at professional meetings on announced criteria, making detailed annual reports of allocations. All requests made and all grants of College funds for these purposes must be processed by the Committee.

Eligibility criteria and budgeted amounts are detailed in the memorandum of understanding between the College and the Chapter, which is included in the Handbook, Ref. I.G.1.

XII. ADMINISTRATIVE SERVICES

The College agrees to deduct, from not more than three twice-a-month paychecks, installments of AAUP and Chapter dues of each faculty member who furnishes a written authorization for such deduction on a form acceptable to the College and the Chapter. Each faculty member may cancel such authorization by giving written notice of such cancellation to the College and to the Chapter between September 1 and September 15 of the year in which dues are to be deducted. The amount of monthly installments of dues shall be certified to the College by the Chapter 30 days prior to the beginning of the fiscal year. Deductions shall be remitted to the Chapter at the end of the calendar month in which such deductions are made, together with a list of names of faculty members from whose pay such deductions were made.

Within the limitations of its financial resources, the College will maintain adequate secretarial services for the faculty, to support course preparation, with faculty needs having first priority on the time of the designated secretary.

Subject to final action of the Faculty Executive Committee, the Registrar will assign course times and places with maximum consideration for faculty requests.

XIII. HOUSING

College-owned housing for faculty members shall not be sold or converted to other purposes without prior consultation with the Faculty Campus Facilities Committee, meeting during College session, with ample opportunity for full consideration. In all events the College will observe the terms of its lease with the faculty member and provide him or her first priority for alternative housing.

XIV. SABBATICAL

Each full and three-quarter-time faculty is entitled to regular sabbatical leave (*paid, 1-semester*) *after 6 semesters, as provided in the Handbook (I.E).* *Alternatively, faculty may take a paid, 1-year leave after 12 semesters of teaching. All other forms of leave, paid and unpaid, are covered under Section I.F of the Faculty Handbook.*

Effective in 2002-2003, faculty hired in Category A are eligible to apply for and be granted a junior faculty sabbatical upon granting of the second three-year contract. The sabbatical can be taken in either the fall or spring semester of the fourth year of employment at the College. *Second and subsequent regular sabbatical leaves will occur, should tenure be granted, after six semesters have been completed following the previous sabbatical.*

Under the current three-two teaching load for full-time faculty, a faculty member is entitled to release from five courses over any two consecutive sabbaticals. For a faculty member's first sabbatical, the decision as to whether it will be counted as a three-course semester or a two-course semester will be made in consultation with the faculty member's Program Director and the Dean of the College (a faculty member wishing to deviate from his or her regularly scheduled alternations of two- or three-course semesters must receive approval from his or her division and the Dean of the College in order to do so).

Regular, non-tenure-track faculty members (half-time or above with at least one successful CEC review, cf. Faculty Handbook, pp 35-37) are eligible to apply for a one-time single semester, paid leave of absence.

XV. SALARY INCREMENTS AND FRINGE BENEFITS

(SEE ATTACHMENT A)

1. The salary increases for all three ranks (Assistant, Associate and Full Professor) will be as described under SALARY.
2. Promotional increases as described under PROMOTION.

This policy can be implemented only within the bounds of prudent institutional fiscal responsibility and in the absence of significant financial reversals.

PROMOTION

The promotional increments for promotions granted during **2023-2024** (usually taking effect on July 1, 2023) are **\$6,705 and \$10,500** for the ranks of Associate Professor and Full Professor respectively. These values will be increased *on* July 1 of each subsequent year(s) by the seasonally adjusted CPI from the Bureau of Labor Statistics June report (covering April of the previous year through May of the salary adjustment year). In the event of a negative CPI, the rank values remain equal to the previous year.

SALARY

Fixed raises for the next *four* years are indicated below.

	<i>Full Prof.</i>	<i>Associate</i>	<i>Assistant</i>
<i>Year 1 (2023-24)</i>	<i>\$4130</i>	<i>\$3840</i>	<i>\$2725</i>
<i>Year 2 (2024-25)</i>	<i>\$4240</i>	<i>\$3950</i>	<i>\$2835</i>
<i>Year 3 (2025-26)</i>	<i>\$4335</i>	<i>\$4040</i>	<i>\$3000</i>
<i>Year 4 (2026-27)</i>	<i>\$4450</i>	<i>\$4165</i>	<i>\$3100</i>

The minimum tenure-line Assistant Professor salary at Bard will increase to \$86,000 in Year 1, \$87,250 in Year 2, \$88,750 in Year 3, and \$90,500 in Year 4 of the new faculty contract.

Visiting Faculty

Salary to be 20% lower than minimum tenure-line.

XVI. PAST PRACTICES

The parties agree to continue all practices (as described in the Handbook and any revisions thereof); provided, however, that such practices are not in conflict with the provisions of this agreement. In the event of such a conflict, the terms of this agreement shall be controlling.

XVII. TERMINATION OR MODIFICATION OF AGREEMENT

The agreement shall be in full force and effect through June 30, **2027**.

A change in this agreement during the time it is in force can be made by agreement of both parties.

If either party desires to terminate the agreement, it shall give written notice to the other party at least 60 days prior to the termination date. If either party desires to modify one or more provisions of this agreement or desires to add provisions, it shall, at least 60 days prior to the termination date, give written notice to the other party.

The contract areas of modification or areas of additional provisions shall be set forth in the notice. If either party desires to add items to the list of modification areas or additional provisions, it ordinarily may add these by giving notice of the same up to the time of the initial negotiating session, which shall be held at least 60 days prior to the termination date of the agreement unless the agreement is continued as provided below.

If notice as provided above is not given, this contract shall continue in full force and effect from year to year thereafter, subject to notice of termination, modification, or additional provisions as provided above.

XVIII. CONFLICTS OF INTEREST IN FACULTY EVALUATIONS

It is the policy of the College that its evaluation procedures not be tainted with actual or perceived conflict of interest. The Faculty Handbook provides that should any member of the Faculty Evaluation Review Committee (FERC) “have a conflict of interest regarding any case, as decided upon by the FERC, then she or he should be replaced by an alternate for all discussion and voting on that case.” Similarly, the Handbook provides that should any member of the College Evaluation Committee (CEC) “have a conflict of interest regarding any case, then she or he should step down for all discussion and voting on that case.”

Disclosure – If at any time, an employee has an interest related to a faculty member whom they must evaluate which may pose a conflict of interest, he or she shall promptly disclose the facts of that interest in writing to the Dean of the College. In most instances, the employee will be required to recuse themselves from the evaluation process.

Definition of “interest”- Whether a member of the FERC, the CEC, or any employee taking any part in the evaluation of a faculty member has an interest in a matter shall be determined by whether that individual or a relative (or a company with which such persons are associated) would have an economic or personal interest, either directly or indirectly, in a decision on the evaluation matter at issue. A “relative” is an immediate family member, which is a mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, grandfather, grandmother, grandson, granddaughter, legal dependent or other relative(s) (including step relatives) who resides at home. A person associated with a company if he or she has a 5% or greater ownership interest in the company or is a director, officer, employee or partner of the company.

The College prohibits an individual from participating in activities or decisions (including, but not limited to, evaluations) that may reward or penalize another faculty member with whom he or she has had a romantic or sexual relationship. Such a relationship is considered an interest for purposes of this policy.

XIX. NON-DISCRIMINATION

Neither Bard College nor the Chapter will discriminate because of membership or non-membership in the AAUP, nor on the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, or on any other basis protected by applicable Federal, State or local law.

SIGNATURE PAGE

2023-2027*

AGREEMENT BETWEEN

BARD COLLEGE

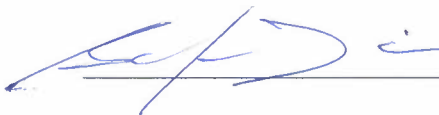
AND

THE BARD COLLEGE CHAPTER OF

THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (AAUP)

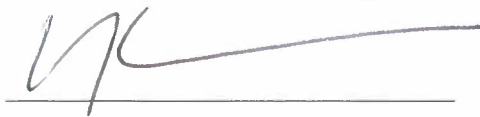
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OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

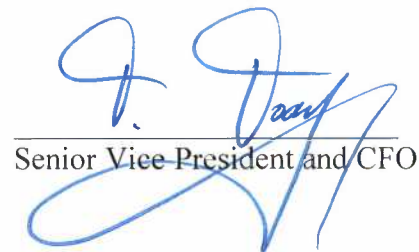
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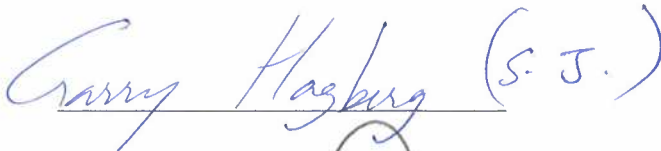
 (Chair)


Dean of the College






Senior Vice President and CFO

 (S. J.)


Chapter Executive Committee

ATTACHMENT A

APPENDIX ON FRINGE BENEFITS

AS SPECIFIED IN SECTION XV OF THIS AGREEMENT

Preamble

This agreement between the College and the AAUP is not coincident with the College's annual renewals of contracts with its various benefit providers. This presents the possibility of alteration of any benefit plan after the date of this agreement. Therefore, it is understood that during the life of this agreement should it be necessary to amend any or all of the below mentioned fringe benefits in order to (1) comply with Federal or State regulations or (2) pursue other benefit plans in response to adverse experience, the College reserves the right to do so. An amendment of any benefit plan shall be done in consultation and negotiation with the AAUP Executive Committee if such an amendment materially and adversely affects the level of benefits to unit members.

Sick Leave and Disability

In the event of short-term illness or disability, a faculty member in his or her first two years of appointment is paid in full for a period extending to the end of the contract year in which the illness occurs.

Faculty members, after the first year of their appointment, will be paid in full for a period of six months. In most instances, his or her work-load is assumed by other members of the department or division. In addition, the faculty member is covered by a total disability insurance program. This coverage applies when an employee is declared totally disabled, and becomes effective six months after the establishment of total disability. This plan, in conjunction with Social Security benefits, provides for approximately 60 percent of total salary, but not to exceed \$10,000 monthly, for as long as total disability continues. The plan also provides for continuation of retirement premium payments. The entire premium for this protection is paid by the College. Details of these plans can be obtained from the Office of Human Resources.

Child Leave Policy

Faculty members who give birth will be granted six months leave with full pay and benefits. This six-month period includes the twelve-weeks leave allowed by the Family Medical Leave Act (FMLA) as well as leave provision under NYS Paid Family Leave. The six-month leave applies regardless of the timing of the birth.

- If the timing of the faculty member's return to academic duties occurs in the middle of a semester, and if at least seven weeks remain before the end of the semester, the faculty member will return to a normal load, with credits adjusted for the number of weeks

remaining in the semester. If the timing of the faculty member's return to academic duties occurs less than seven weeks from the end of the semester, the faculty member has the following options:

- a) they can opt not to return to teaching and take a prorated cut in pay, or
 - b) they can opt to return to their duties before the end of the six-month period in order to teach a seven-week two-credit load at full pay.
- The faculty member may elect to begin their six-month leave at or near the time of the birth.

Non-birth Parental Leave

Full-time tenure-track, non-birth parents on a five-course load will be granted a one-course release subject to eligibility on a five-course load, with the timing of the release determined at the discretion of the non-birth parent in consultation with the Dean and program director. Alternatively, non-birth faculty members can opt for the NYS Paid Family Leave administered through New York State.

Adoptive and Foster Parent Leave

Paid Family Leave for Bonding, administered through New York State, provides up to 12 weeks of Paid Family Leave within 12 months of an adoption or foster placement. Additional information regarding the application process can be obtained through the Human Resources Office.

Eligibility

Tenure-track faculty members who have taught at the College for at least one year in a continuing faculty position of two-thirds time or more are eligible for paid birth leave. Visiting faculty members who have taught at the College for at least two years in a continuing faculty position of two-thirds time or more are eligible for birth maternity leave. Additional medical leave will be granted if a birth parent is certified by their physician to be medically disabled either before or after a parental leave.

Faculty members who have taught at the College for less than one year or teach less than two-thirds time are not eligible for paid parental leave. These faculty qualify for unpaid birth or adoption leave as required by law in the FMLA.

Benefits

During a paid maternity leave, the College will continue to make its regular contribution to a faculty member's benefits, which shall remain continuously in effect.

Sabbatical

The six-month birth leave will not count towards an earned sabbatical.

Evaluation and Tenure Clock

The six-month birth leave will be excluded from the evaluation clock, effectively delaying the tenure decision by one year.

Outside Employment

Paid parental leave may not be used for the purposes of salaried services elsewhere or within the College.

Stipulations

Released courses will not be replaced except in extraordinary circumstances.

The College complies with all state and federal laws regarding disability leave, including parental leave. Any disability coverage requires documentation from a physician to establish and determine the extent of illness or injury. The College further complies with the Family Medical Leave Act (FMLA) and further information can be obtained through the Office of Human Resources.

SOCIAL SECURITY

Bard College participates in the Federal Insurance Contribution Act (FICA), which provides death, disability, and retirement benefits for the employee and his or her family as prescribed by law. For this purpose, the prevailing tax is deducted from the employee's salary and matched by a like contribution from the College.

WORKER'S COMPENSATION

All employees are covered by Worker's Compensation Insurance as prescribed by law. In the event of a job-related injury or death, this plan provides for medical expenses and the payment of a portion of normal earnings as determined by the Worker's Compensation Board. The entire premium for this protection is paid by the College.

UNEMPLOYMENT INSURANCE

All employees are eligible for New York State unemployment insurance protection in the event of involuntary termination of employment other than termination for misconduct. Eligibility and the amount and duration of payments are determined by the State Unemployment Insurance Agency on the basis of individual claims submitted.

RETIREMENT

Regular Faculty: Faculty members (6/13 fraction and above) are eligible to participate in the TIAA plan after one year of service at Bard College and attainment of age 21. The College contributes 12.5% of the base salary while the individual must contribute a minimum of 2.5%.

Visiting Faculty: Faculty members (6/13 fraction and above) who have been teaching in a Visiting status may participate in the TIAA plan beginning with the third year of service and attainment of age 21. The College contributes 12.5% of the base salary while the individual must contribute a minimum of 2.5%.

If you are a new Regular or Visiting faculty member and are presently enrolled in a TIAA retirement program through a former employer, the waiting period is waived and participation may begin immediately.

HEALTH INSURANCE PROGRAM

All full-time active employees and part-time employees working 338 hours (equivalent of 6/13 time fraction) per year or more are eligible to participate in the College's health insurance plans. The plans offer both basic and major medical coverage for sickness and accident benefits and are available on an individual or family basis. The individual and family plan employee contributions for faculty and staff are determined by a tiered plan whose details can be obtained from the Office of Human Resources. Any changes in the employee contributions must be discussed with the AAUP Chapter Executive Committee, and any proposed changes that the AAUP Executive Committee considers significant would be a contractual issue that would have to be discussed and voted on by the Chapter. Dependent coverage includes coverage for same or opposite sex domestic partners (see Attachment C for "Terms of Domestic Partnership"). All plans include prescription coverage, including mail order for regular maintenance drugs. The CFO, or their designee, is committed to meeting with at least two members of the AAUP Healthcare Committee twice per semester to discuss healthcare data, distribution of premium increases/decreases (when applicable), and plan design best practices.

RESEARCH LEAVE AND HEALTH INSURANCE

Health insurance coverage will be continued by the College for a one-semester, unpaid research leave for tenure-track and tenured faculty members covered by this contract. Furthermore, the health insurance contribution tier will be adjusted based on the actual salary paid during the year. For example, if a faculty member's full year salary is \$80,000 but during the year of the unpaid one-semester leave their actual salary, paid out over the entire year, would be \$40,000. Health insurance contributions are then based on the \$40,000 tier rather than the \$80,000 tier. This provision is applicable for a single unpaid leave where the adjusted salary period does not exist one year, (i.e. the adjusted salary period, including unpaid leave period, does not exceed 12 consecutive months).

FLEXIBLE SPENDING ACCOUNT

Full-time and part-time employees working 338 hours per year are eligible to participate in the flexible spending account. The plan allows employees to pay for health, vision, or dental expenses not covered by insurance with money deducted before taxes. Dependent care expenses and individual insurance plans are also covered under the flexible spending account. Details for this plan can be obtained from the Office of Human Resources.

LIFE INSURANCE BENEFIT

All tenured and tenure-track faculty are eligible for the College's life insurance plan (effective 7/1/2013):

Life Insurance Benefit: \$12,000 Flat Insurance Benefit

Age Reduction: Benefit reduces by 35% at age 65 and 50% at age 70

Accidental Death and Dismemberment (AD&D) Benefit

Accidental Death Benefit: If death is as a result of an accident, the Beneficiary will receive an additional amount equal to your Life Insurance in force. If the employee is dismembered (such as loss of sight in an eye, loss of a hand, foot, limb, hearing, speech, etc.), benefits will be paid to the employee as a percentage of the basic life amount.

EDUCATION

- A. Children of College employees may attend the Abigail Lundquist Botstein Nursery School without charge. The employee must be eligible for benefits under the terms of their employment.
- B. Regular tenure-track faculty of the College may take one or two courses per semester at Bard without charge.
- C. Dependents of regular tenure-track faculty may enroll in courses offered under the regular undergraduate program at Bard and Simon's Rock, excluding off-campus programs, without payment of tuition. In the case of death of a tenured faculty member during service, children of such faculty member may enroll without payment of tuition. In the case of permanent disability of the faculty member, this benefit will also apply after 5 years of continuous service to the college and provided the faculty member remained in Bard's employment at the time of permanent disability.
- D. In such cases where the dependent is eligible for state, federal, and/or private grants or scholarships restricted to tuition only, these funds will be paid to the College and the faculty member and/or the dependent is expected to complete all financial aid forms necessary to secure these funds.
- E. Dependents of full-time employees may attend a college, which is a member of the Tuition Exchange Program without payment of tuition, subject to the certification

requirements of the Tuition Exchange Governing Board. The College has been able in the past, with varying degree of success, to arrange for bilateral tuition agreements between institutions that are unable to certify students through this program. However, there is no guarantee that such agreements can be made in the future. Further information can be obtained from the Office of Human Resources and on the Tuition Exchange website:

<https://www.tuitionexchange.org/>

- F. Dependents of regular non-visiting full-time tenure track faculty will be eligible to receive a tuition benefit payment if they choose to attend a college or university other than Bard, Simon's Rock or a college or university which is a member of the Tuition Exchange Program. The benefit for fiscal year **2023-2024 is \$12,726**. This benefit will be increased according to the annual increases in Bard's tuition charges. This benefit is limited to undergraduate studies and shall not exceed the maximum of four years for the same dependent. In the case of non-visiting part time faculty covered by this agreement, this benefit will be prorated accordingly. ***In order to receive a tuition benefit payment to a college/university that is part of the Tuition Exchange Program, an eligible faculty member's dependent must apply annually and be rejected for Tuition Exchange to that institution.***

DISCOUNT PURCHASES

Employees are entitled to a 20 percent discount on all purchases made at the Barnes & Noble College Bookstore, except for special orders, foodstuffs, sale items and College rings. Special order single copy books purchased from the College Bookstore will be eligible for a 20 percent reimbursement, except for the sales tax and shipping amounts charged, upon submission of receipts to the Controller's office up to an aggregate maximum amount reimbursed of \$1,500 for all faculty.

Arrangements may be made to secure fuel, gas, appliances, and other supplies through the Physical Plant Department at College discount rates.

BENEFITS FOR RETIRED FACULTY

Retired faculty will use the financial benefits of their participation in the College's TIAA plan in addition to Social Security benefits and other financial investments and savings. The College also offers the College's health insurance as a supplement to Medicare. Eligibility requirements for this plan are 10 years of service at half time or better. The College pays 50 percent of the premium for the faculty member. The spouse of the retired faculty member may participate in the plan at the full Medicare supplement rate.

Dependents of retired faculty may enroll in courses offered under the regular undergraduate program at Bard and Simon's Rock, excluding off-campus programs, without payment of tuition.

Retired faculty members have access to all Bard facilities, including computer facilities and e-mail, and are welcome at all events. Academic facilities may be used by arrangement. Bard

College mailboxes are also available. The retired faculty member should maintain a valid Bard I.D. card.

Discount programs such as heating fuel are available through the Physical Plant office. This program can be used only for one's primary residence. Rental and other properties are excluded. Information concerning the use of the Bard College Cemetery, an organization legally distinct from the College, can be obtained by contacting the *Vice President for Administration*.

CHILDCARE

Childcare will be available to non-visiting Bard faculty members while attending to official College business under the following conditions:

- A. Childcare must be provided by a current Bard student.
- B. Maximum rate of reimbursement is the current wage rate for student employment.
- C. Children eligible for enrollment at the Bard Nursery School are not covered during the times that the nursery school is open and space is available, except in cases of illness.
- D. Support is not available for children enrolled in first or higher grade.
- E. The maximum claim will be 10 hours per week.
- F. To obtain reimbursement, faculty should submit receipts signed by the student along with timings to the Payroll Office. The sum paid out will be reported as income on Form W-2.

Faculty members who obtain childcare services under the foregoing plan waive all claims against the College that arise out of the performance of such services and shall defend, indemnify, and hold the College harmless from and against all claims, causes of action, damages, liabilities, losses, costs and fees, arising out of the hiring and performance of such services.

CAPS AND GOWNS

The College will provide caps and gowns for all faculty members to encourage attendance at baccalaureate and commencement.

ATTACHMENT B

APPENDIX ON CONTRACTUAL OBLIGATIONS

AS SPECIFIED IN SECTION IX OF THIS AGREEMENT

FACULTY TEACHING SCHEDULE

The course load for full-time tenured and tenure-track faculty in the divisions of Languages and Literature, Arts, Social Studies, and non-laboratory faculty in Science, Mathematics and Computing is three-two. That is, three courses one semester and two the other, as dictated by program and division needs and determined in concert with the sabbatical schedule. An initial, and continuing updated two-year plan based on known factors should be developed by each program within the College. In addition, a teaching schedule includes the supervision of senior projects and tutorials, general academic advising of assigned students, and participation in moderations and senior reviews.

The normal teaching load for Natural and Computer Science laboratory faculty is 10 units over a two-year period. A minimum of two units must be offered each semester. For the purpose of calculating faculty teaching loads, a laboratory science course at Bard is a course that has a weekly laboratory component in the physical sciences, the life sciences or computing, and for which substantial faculty preparation, set-up and grading is required for the laboratory component that is separate from the preparation and grading for the lecture component of the course. Laboratory science courses at Bard will receive teaching credit as follows:

- Category 1: 1.25 teaching credits

The course meets twice per week for a total of at least four hours, with a lecture/lab format, and with at least one hour of laboratory work per week on average.

- Category 2: 1.5 teaching credits

Either of the following situations applies:

1. The course meets twice per week for a total of at least five hours, with a lecture/lab format, and with at least two hours of laboratory work per week on average; or
2. the course meets for two lectures per week for a total of at least two hours and 40 minutes, and one separate lab per week for at least two hours.

- Category 3: 2 teaching credits

The course meets for two lectures per week for a total of at least two hours and 40 minutes, and there are two or more alternative lab sections per week for at least two hours per lab.

- Category 4: 0.5 teaching credits

This category is for teaching a single lab section once per week for at least two hours.

If a course is to receive anything other than one teaching credit, the instructor of the course must indicate the proposed number of teaching credits when the course is submitted to the Registrar's Office for inclusion in the course list. The proposed number of teaching credits will be reviewed

by the Curriculum Committee as part of its review of the course list.

The schedule for part-time faculty with respect to courses and days per week on campus is shown below:

Time Fraction	Courses	Days on Campus
3/4*	5 in one year, four the next	3
2/3*	4 in one year, three the next	2
1/2	3 per year	2
1/3	2 per year	2
1/4	2 per year	1

*Tenured or tenure-track only. Visitors in these categories are not eligible for a course reduction during the first two years of their appointment. Visiting faculty, upon renewal, beyond the initial period of two years, will be given the same course load as tenured and tenure-track faculty.

Any variation from the above teaching load with respect to either or both the number of courses and days on campus must be approved by the President upon recommendation of the Faculty Executive Committee.

It is understood that the only routine course remissions allowed will be a two courses per year reduction for Divisional Chairs and a one course per year reduction for the Director or Co-Directors of the First-Year Seminar Program.

Corollaries:

- Full-time and part-time faculty members are expected to be on campus for the contractually requisite number of days per week, even in reduced course-load semesters.
- There will be no replacement appointments for reduced course semesters-except in extreme circumstances and such additions must be agreed to by the President.
- Each spring the College faculty will present a course list for both semesters of the following year.

CLASS SCHEDULING

Lower College courses (100- and 200-level) will meet twice per week for a minimum of two hours and 40 minutes. Studio and Performance courses (which normally meet once each week for as long as three hours) are exempt from this rule.

Creative Writing Workshops intended for first-year students will meet twice per week for a minimum total time of two hours and 40 minutes. Two-hundred-level (sophomore) Creative Writing Workshops may meet once per week if such an arrangement is judged appropriate by the member of the faculty teaching such a workshop. The minimum scheduled time for such a

workshop would be two hours and 20 minutes.

The scheduling requirement for 300-level courses will be twice per week meetings for a minimum combined time of 2 hours and 40 minutes. Upper College seminars, some of which will be designated at the 400-level, may meet once per week for a minimum of two hours and 20 minutes. The faculty have articulated and the Executive Committee has amplified a set of criteria for the designation “Upper College Seminar.” This includes:

- a. An enrollment cap of 15 students including auditors.
- b. Specific prerequisites determined within the relevant program. These should be stated in the course description.
- c. Explicitly planned student involvement appropriate to the upper College.

These criteria are now part of Curriculum Committee policy against which they will approve seminars in the Course List. Curriculum Committee approval will be necessary for the inclusion of 300- or 400-level seminars in the course list.

Any exemptions to the frequency of class meetings and meeting time policy stated above will be made only upon the approval of both the Executive Committee and the President.

ATTACHMENT C

TERMS OF DOMESTIC PARTNERSHIP

For the purposes of the agreement between the AAUP Chapter and Bard College, domestic partners are defined as two people of the same or opposite sex, both 18 years of age or older. The persons have been living together on a continuous basis for at least six months. The persons intend to continue to live together indefinitely. Proof of cohabitation must be submitted and includes: a driver's license; tax return; or other sufficient proof as determined by Empire Blue Cross/Blue Shield. The two persons are registered as domestic partners, when registration is available; or the two persons submit an affidavit of domestic partnership. The registration statement or affidavit must be submitted to verify the domestic partnership. The financial interdependence of the domestic partners is established by evidence of at least three of the following, proof of which must be submitted:

- Joint bank account.
- Joint credit or charge card.
- Joint obligation on a loan.
- Joint ownership of residence or other real estate.
- Joint tenants on a lease or shared rental payments of residence or other property.
- Joint ownership of vehicle or other major items of personal property.
- Mutual grant of durable power of attorney.
- Status as authorized signatory on other's credit card, charge card, or bank account.
- Joint ownership or holding of investments.
- Shared household budget for purposes of government benefits.
- Status of one as payee of the other's government benefits.
- Such other items as may be sufficient under the facts of a particular case.
- Affidavit of creditor or other individual able to testify to partners' financial interdependence.

The persons agree to file a termination statement in the event of termination of the domestic partnership.