The Community College of Vermont and the CCV United Faculty hereby enter into this Side Letter of Agreement regarding exemption of the faculty listed on Attachment A from the 11 credit/semester limit on teaching for the Vermont State Colleges System, as set forth in Paragraph A of the Assignments Article, as follows:

- 1. Paragraph A of the Assignments Article states: "All assignments shall be at the College's sole discretion, subject to other provisions in this Article. The College 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 s/he accept more than 11 credits at CCV and within the VSC."
- 2. The parties have agreed that the 11 credit/semester VSC-wide limit set forth in Paragraph A will not preclude the individually-named faculty members listed on Attachment A from being assigned and accepting more than 11 credits/semester across the VSC. However, the faculty members listed on Attachment A will not be assigned, nor will they accept, more than 11 credits at CCV.
- 3. The parties have agreed that this exemption will last for the life of the contract (i.e. through 8/31/21). After the expiration of the current contract, the named faculty members will be subject to the 11 credit/semester limit on teaching at CCV and across the VSC System set forth in Paragraph A of the Assignments Article.
- 4. This side letter agreement does not guarantee that the named faculty will in fact be assigned more than 11 credits per semester but simply provides that the 11 credit cap does not prohibit this from occurring for these specific individuals. Other existing restrictions on the number of credits that a part-time faculty member may teach, as set forth in the part-time faculty contract and in the handbook for Johnson's Distance Learning program, for example, would continue to apply.
- 5. To be eligible for this exemption, each of the faculty members listed on Attachment A must have taught more than 11 credits across the VSC System (which includes Castleton University, Community College of Vermont, Johnson State College, Johnson Distance Learning, Lyndon State College, and Vermont Technical College) in either the Fall 2017 semester or the Spring 2018 semester.

This Side Letter of Agreement is agreed to without prejudice or precedent to the parties. Agreed to:

Signature: On behalf of CCV United Faculty

Date: 6/28/18

Signature: 104 u

On behalf of Community College of Vermont

Date: 6/28/2018

ATTACHMENT A

- 1. Thomas A. Daniel
- 2. Valerie Edwards
- 3. Nancy Eicker
- 4. John Joseph Feenick
- 5. Gabor Gyurkovics
- 6. Melanie B Meyer
- 7. Matthew Moriarty
- 8. Jill Mudgett
- 9. John Ryan
- 10. Valerie Welter

The Community College of Vermont and the CCV United Faculty hereby enter into this Side Letter of Agreement to amend Attachment A to the Side Letter Agreement attached to the Agreement between the Community College of Vermont and CCV United Faculty, VSCFF 3180, AFT Vermont, AFL-CIO (effective September 1, 2018 to August 31, 2021), as follows:

- Paragraph A of the Assignments Article states: "All assignments shall be at the College's
 sole discretion, subject to other provisions in this Article. The College 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 s/he accept more than 11
 credits at CCV and within the VSC."
- 2. The parties previously agreed that the 11 credit/semester VSC-wide limit set forth in Paragraph A would not preclude the individually-named faculty members listed on Attachment A from being assigned and accepting more than 11 credits/semester across the VSC. To be eligible for this exemption, each of the faculty members listed on Attachment A to the Side Letter had to have taught more than 11 credits across the VSC System in either the Fall 2017 semester or the Spring 2018 semester.
- 3. CCV faculty member Jeffrey Bickerstaff was not identified as an eligible faculty member at the time the parties entered the Side Letter. However, Bickerstaff taught 15 credits in the Fall 2017 semester between Northern Vermont University and the Community College of Vermont and, thus, meets the eligibility criteria to be included on Attachment A. Accordingly, the parties agree that Attachment A to the Side Letter is hereby amended to include Bickerstaff.

This Side Letter of Agreement is agreed to without prejudice or precedent to the parties.

Signature: On behalf of CCV United Faculty

Date: 1/13/2020

Date: 1/1/2020

AMENDED ATTACHMENT A

- 1. Thomas A. Daniel
- 2. Valerie Edwards
- 3. Nancy Eicker
- 4. John Joseph Feenick
- 5. Gabor Gyurkovics
- 6. Melanie B Meyer
- 7. Matthew Moriarty
- 8. Jill Mudgett
- 9. John Ryan
- 10. Valerie Welter
- 11. Jeffrey Bickerstaff