August 10, 2012

Colleagues:

As you may be aware, the Collective Bargaining Agreement ("CBA") between the University and the Service Employees International Union, Local 500 ("Local 500"), covering the terms and conditions of employment for GW's part-time faculty, expired on June 30, 2012. Over the past several months GW's and Local 500's bargaining teams successfully negotiated a new CBA, and the membership of Local 500 ratified the new contract terms on August 7, 2012. These new terms are documented in the Memorandum of Agreement ("MOA") signed by representatives of the University and Local 500, which I have attached.

There are only a few changes from the previous agreement, which I have highlighted below. A new CBA is being produced to incorporate the new provisions. After it is signed by the University and Local 500, you will receive a copy. The new CBA is effective through June 30, 2014.

Addition to the Preamble:
The new preamble reaffirms the collaborative relationship between GW and the union, stating that any public statements should be consistent with the "spirit of professionalism and collegiality."

New Compensation Rates
As you will recall, the CBA sets out the minimum rates to be paid to part-time faculty. The new minimums are included in the MOA. The increase to the minimum rates is effective immediately. These minimums will not change during the two-year contractual period. There is also a provision for increases for part-time faculty whose compensation is above the new minimums. This is also effective immediately. In keeping with past practice, the University will supplement your school's budget to cover the increases as provided in the MOA. Your offices will be notified in the coming weeks as that process is initiated. Again, in keeping with past practice, the University will supplement your school's budget to cover increases at the same level for non-union part-time faculty.

New Article Relating to GW Course Load Policy
The University maintains a policy regarding the course load for part-time faculty, but that policy is not part of this agreement, and this agreement is not intended to limit the authority of the University to assign higher course loads at its discretion. If the University modifies its course load policy, the agreement stipulates that GW will notify SEIU Local 500 prior to announcing the change and will refrain from implementing the change for 10 calendar days to provide the union an opportunity to discuss the change.

The GW Course Load Policy, which has been in place for several years, explains the parameters for paid-by-the-course and regular part-time faculty course loads and the process for approval of overload requests for part-time faculty. It encourages minimal use of course overloads and the consistent application of the policy. The existing processes for authorization of course overloads and the existing school agreements with my office will remain unchanged at this time. I encourage you to work with your department chairs and program directors to continue to carefully and consistently apply the letter and spirit of the policy, so that both part-time and full-time resources are best allocated to meet the needs within your school. All exceptions should be based on demonstrated need.
New Part-Time Faculty Professional Development Fund
In order to foster part-time faculty professional development opportunities, the University has agreed to provide a Part-Time Faculty Professional Development Fund (PTFPDF). The PTFPDF will be implemented effective January 1, 2013, and the total funding available from January 1 – June 30, 2013 will be $15,000. The maximum amount payable from the PTFPDF shall be equal to $600 per faculty member with no more than one reimbursement provided per faculty member for the duration of this agreement. The total amount payable under this section shall not exceed $35,000 within any fiscal year, and approved applications will be funded on a first-come first-served basis. The details and financial limitations for administering this fund can be found in the attached MOA.

As Dean, you have a very important role in the implementation and enforcement of the CBA. Although the changes from the previous CBA are modest, it is imperative that each department chair and program director, as applicable, understands and consistently applies both the letter and spirit of the CBA. I am relying on your continued support and assistance as we continue to implement the terms of the CBA. If you have questions or concerns about the terms of the new CBA, or part-time faculty matters in general, please contact:

Contract Administration & Compliance:
Annie Wooldridge
Assistant Vice President, Faculty Recruitment and Personnel Relations
abwool@gwu.edu
202.994.6783

Charys Williams
Director, Part-time Faculty Personnel Administration
csw@gwu.edu
202.994.6783

Appointment & Compensation:
Barbara Marshall
Director, Faculty Personnel
sisbcm@gwu.edu
202.994.6511

Best regards,

[Signature]

Steven R. Lerman
Provost and Executive Vice President for Academic Affairs
The George Washington University
Part-Time Faculty Course Load Policy

The following is a statement of the University's current policy regarding the course load for part-time faculty. The University reserves the right to modify this policy as circumstances warrant. The University will notify SEIU Local 500 prior to announcing a change in this policy and will refrain from implementing the change for a period of 10 calendar days to provide Local 500 with an opportunity to discuss the change. If, at the end of that 10 day period, the University decides to implement a revised policy, the University will provide Local 500 with a written copy of the revised policy.

Part-Time Faculty Course Load. A part-time faculty member's course load is normally determined by whether the appointment is on a paid-by-the-course or a regular part-time basis. The course loads set forth below are intended to govern the staffing patterns for part-time faculty at the University.

- **Paid-by-the-Course.** Part-time faculty who are paid-by-the-course generally teach no more than nine (9) credit hours or three (3), three (3)-credit courses per academic year (Fall and Spring terms) across all University colleges/schools.

- **Regular Part-Time.** The course load for regular part-time faculty is established at the time of appointment. Regular part-time faculty generally teach no more than nine (9) credit hours or three (3), three (3)-credit courses per academic year (Fall and Spring terms) across all University colleges/schools. Regular part-time faculty also usually have non-teaching responsibilities as assigned (e.g., service on committees, advising, or administrative duties).

Course Overloads. Under special circumstances, based on demonstrated need and the approval of appropriate administrators, part-time faculty may be assigned to teach an additional course or courses that exceed the normal course load or credit hour limits ("overload"). Decisions regarding who teaches an overload and what and how many courses are taught beyond the normal course load involve academic judgment and are made at the sole discretion of the University.
MEMORANDUM OF AGREEMENT

BETWEEN

THE GEORGE WASHINGTON UNIVERSITY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CTW

This Memorandum of Agreement is entered into this 23rd day of August, 2012 between The George Washington University ("GW" or the “University”) and Service Employees International Union, Local 500, CTW (“Local 500” or the “Union”) in order to modify the terms of the current collective bargaining agreement, which was scheduled to expire on June 30, 2012 but has been extended until August 10, 2012. The Union shall recommend this Memorandum of Agreement for ratification by the membership. Upon ratification, the following modifications shall be incorporated into a new collective bargaining agreement which shall be effective from August 11, 2012 through June 30, 2014. This Memorandum of Agreement shall serve as the new agreement, which shall include the terms of the existing agreement and the modifications set forth in this document, until such time as the successor agreement has been drafted and signed by the parties.

ADD PREAMBLE TO THE AGREEMENT

Service Employees International Union (SEIU) Local 500 and the George Washington University value and respect the role of the part time faculty covered by this agreement as contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for the University’s students. We believe in effective communication, mutual respect, and meaningful involvement of part time faculty in working towards this common objective. SEIU Local 500 recognizes and supports the commitment of the University to provide the very best in educational opportunities to all students. The University recognizes and respects the Union’s commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution, or, if applicable, through the National Labor Relations Board. The University and SEIU Local 500 also agree that any public statements made during the term of this Agreement concerning any dispute or proceeding between the University and SEIU Local 500 will be consistent with the spirit of professionalism and collegiality that the parties have committed to maintain. We recognize that this approach promotes the success of each student, thus advancing the educational mission of the University.

The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions and experiences and recognize the value such diversity has to the delivery of a high quality education to every student. A culture that encourages collaboration and respect is vital to a
positive work environment conducive to the success of that the University’s students and those who provide for their education.

ARTICLE VIII – UNION REPRESENTATION

Modify paragraph C to read as follows:

C. The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material.

ARTICLE IX - ACCESS TO SERVICES

Replace existing paragraphs B and C with the following:

B. Faculty members shall have reasonable access to computers, internet, photocopying and printers provided by the relevant department or program for course-related work.

C. The University shall appropriately maintain the academic facilities and equipment provided by the relevant department or program. Faculty members shall report the need for facilities or equipment maintenance to the appropriate department or program administrator, Dean’s Office, or the University’s Director, Part-time Faculty Personnel Administration.

ARTICLE XII – PERSONNEL FILES

Modify to read as follows:

A. A Faculty member may review his/her personnel file upon request at the Faculty and Staff Service Center or, with respect to information on benefits, if applicable, the Office of Human Resource Services. Except as set forth in C., below, upon his/her request, the Faculty member will be given a photocopy of any item(s) in such file(s) in accordance with University policy.

B. When the Faculty member seeks review of his/her personnel file in connection with Article XVIII (Grievance and Arbitration Procedure), the Faculty member may have a Union representative present at the review and examine the documents. The University’s Director of Part-time Faculty Personnel Administration or designee shall be present.

C. Peer and external evaluations maintained by the Faculty and Staff Service Center or the Office of Human Resource Services, as referenced in paragraph A, regarding or relating to recommendations for appointment, reappointment, and/or promotion are confidential and not subject to examination or copying unless relied upon by the University and needed to process a grievance under Article XVIII. In such event, the evaluation shall be redacted in order to maintain the confidentiality of the evaluator’s identity. In no event shall a document protected by an applicable legal privilege be subject to examination or copying, nor shall the document be relied upon as a basis for denying an appointment, reappointment, and/or promotion; nor shall the document be introduced as evidence in any grievance or arbitration proceeding.
ARTICLE XVI – COMPENSATION AND BENEFITS

A. Compensation for Faculty Members Who Are Compensated by the Course

Amend paragraph 1 to provide that, effective Fall 2012, Faculty members who are compensated by the course shall be compensated at the following minimum rates, except as provided in Appendix A:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Rate Per Standard 3 or 4 Credit Course</th>
<th>Rate Per Standard 1 or 2 Credit Course</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professorial Lecturer (with terminal degree in the applicable field)</td>
<td>$4,030</td>
<td>$2,440</td>
</tr>
<tr>
<td>Lecturer (without terminal degree in the applicable field)</td>
<td>$3,500</td>
<td>$2,120</td>
</tr>
</tbody>
</table>

Amend paragraph 4 to provide that Faculty members who were compensated for a course at a rate above the applicable minimum standard course rate during the 2011-2012 academic year, shall receive the following increase to their rate of pay for that course, effective Fall 2012:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Increase for Standard 3 or 4 Credit Course</th>
<th>Increase for Standard 1 or 2 Credit Course</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professorial Lecturer (with terminal degree in the applicable field)</td>
<td>$155</td>
<td>$95</td>
</tr>
<tr>
<td>Lecturer (without terminal degree in the applicable field)</td>
<td>$140</td>
<td>$85</td>
</tr>
</tbody>
</table>

Modify paragraph 5 to provide that the course reduction fee shall be paid for summer courses if cancelled less than 10 calendar days before the course is scheduled to begin.

B. Compensation for Regular Part-Time Faculty Members

Amend paragraph 4 to provide that, effective Fall 2012, regular part-time Faculty members shall be compensated at the following minimum annualized salary rates, except as provided in Appendix A:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Annualized Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjunct Professor (with terminal degree in the applicable field)</td>
<td>$22,280</td>
</tr>
<tr>
<td>Adjunct Instructor (without terminal degree in the applicable field)</td>
<td>$21,220</td>
</tr>
</tbody>
</table>
Amend paragraph 6 to provide that regular part-time Faculty members who were paid an annualized salary above these minimum rates during the 2011-2012 academic year, shall receive the following increase to their salary, effective Fall 2012:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Annualized Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjunct Professor (with terminal degree in the applicable field)</td>
<td>$850</td>
</tr>
<tr>
<td>Adjunct Instructor (without terminal degree in the applicable field)</td>
<td>$775</td>
</tr>
</tbody>
</table>

C. Benefits

Modify paragraphs 1 and 2 to read as follows:

1. Regular part-time Faculty members shall have the opportunity to participate in the following University benefit plans according to the terms and conditions of such plan documents and summary plan descriptions as are in effect from time to time, which are hereby incorporated into this Agreement: health insurance; dental insurance; retirement, with 4% University retirement contribution eligibility and matching University contribution eligibility; supplemental retirement plan; short-term disability; life insurance based on compensation; supplemental life insurance; long term care insurance; legal resources; flexible spending accounts; and tuition remission. In addition regular part-time Faculty members shall have the opportunity to participate in the SmartBenefits program on a pre-tax basis.

2. Faculty members who are compensated by the course shall have the opportunity to participate in the University’s supplemental retirement plan according to the terms and conditions of such plan documents and summary plan descriptions as are in effect from time to time, which are hereby incorporated into this Agreement. In addition, Faculty members who are compensated by the course shall have the opportunity to participate in the SmartBenefits program on a pre-tax basis, and they shall be eligible to take a medical leave of absence as applicable under the Family Medical Leave Act.

**ADD NEW ARTICLE – PART-TIME FACULTY PROFESSIONAL DEVELOPMENT FUND**

A. In order to foster part-time faculty professional development opportunities, the University shall provide a Part-Time Faculty Professional Development Fund (PTFPDF). The PTFPDF will be implemented effective January 1, 2013 and the total funding available for fiscal year 2013 will be $15,000. The maximum amount payable from the PTFPDF shall be equal to $600 per Faculty member; provided that the total amount payable under this section shall not exceed $35,000 within any fiscal year, and that of the $35,000 in annual funding, no more than $17,500 will be allocated for the first half of the fiscal year (July 1 through December 31) and $17,500 plus any unused funds from the first period, will be allocated for the second half of the fiscal year (January 1 through June 30). Consistent with University policy, all PTFPDF funds allocated for one fiscal year must be spent within that fiscal year. Reimbursements provided under this
section in any fiscal year shall be used for the reimbursement of reasonable costs associated
with pre-approved professional development activities relevant to the Faculty member's
discipline or teaching responsibilities. The availability of PTFPDF funds for any specific request
will be based on the date(s) of the event or activity to be supported within the fiscal year.
Approved applications will be funded on a first-come first-served basis.

B. Faculty members are limited to one (1) approved reimbursement from the PTFPDF during the
term of this Agreement. Eligibility shall be limited to Faculty members with good faith
consideration for reappointment under Article V of the Agreement. If similar professional
development support is available in the Faculty member’s program, department or school, the
Faculty member must also apply, in advance or concurrently, for support from these sources.
Funds approved from such sources must be expended first; but if these funds are insufficient an
application may be made for supplementary funds from the PTFPDF up to the full $600. In all
cases, funding support will take the form of reimbursement based on the submission of original
receipts. Receipts must be submitted within 30 days after the professional development activity
or event occurs to be eligible for reimbursement.

C. Requests for PTFPDF support shall be submitted on the form developed by the University to the
head of the academic unit responsible for the Faculty member’s teaching (e.g., program
director, department chair, or their designee) for approval. Evaluation of applications will be
based on normal academic, programmatic and/or disciplinary standards, but will not be
unreasonably denied. Applications for PTFPDF support, approved or denied, will then be
forwarded for approval/confirmation by the appropriate dean (or designee). The dean’s office
will then forward all applications to the Office of Faculty Recruitment and Personnel Relations
for final consideration of Faculty eligibility and PTFPDF funding availability.

D. The Union and the University shall collaborate in establishing reasonable processes governing
the use of the PTFPDF and in ensuring that such processes are being adhered to.

ADD NEW ARTICLE – COURSE LOAD

The University maintains a policy regarding the course load for part-time faculty, but that policy
is not a part of this agreement. This Agreement is not intended to limit the authority of the University to
assign higher course loads, at its discretion. The University reserves the right to modify the policy as
circumstances warrant. The University will notify SEIU Local 500 prior to announcing a change in the
policy and will refrain from implementing the change for a period of 10 calendar days to provide Local
500 with an opportunity to discuss the change. If, at the end of that 10 day period, the University
decides to implement a revised policy, the University will provide Local 500 with a written copy of the
revised policy.

ARTICLE XXI – TERM OF AGREEMENT

Amend the effective dates of the new agreement to reflect a 2 year term, through and including June
30, 2014.
APPENDIX A – NON-STANDARD COURSE RATES

Effective Fall 2012, increase the rate for Faculty members teaching activity or skills courses (e.g., exercise science) to a minimum rate of $900 per course or an increase of $30 per course for those Faculty members who were paid above the minimum rate during the 2011-2012 academic year.

Effective Fall 2012, increase the clock hour rate for Applied Music Faculty to a minimum rate of $65 per clock hour.

Effective Fall 2012, increase the per student rate for Internship Supervisors to a minimum rate of $600 per student or an increase of $30 per student for those Faculty members who were paid above the minimum rate during the 2011-2012 academic year.

GENERAL

Substitute “Provost and Executive Vice President for Academic Affairs” for “Executive Vice President for Academic Affairs” everywhere that term appears.

Any inadvertent errors or omissions will be corrected upon contract drafting.

FOR THE UNIVERSITY

Louis H. Katz
Executive Vice President & Treasurer

FOR LOCAL 500

[Signature]
Provost