

This Agreement is made this 2nd day of April 2018, between GEORGETOWN UNIVERSITY, hereinafter referred to as the "University," and GEORGETOWN ALLIANCE OF GRADUATE EMPLOYEES ("GAGE") and THE AMERICAN FEDERATION OF TEACHERS ("AFT"), hereinafter collectively referred to as the "Union."

WHEREAS, the Union / GAGE-AFT seeks to represent a bargaining unit of graduate students enrolled in Georgetown University Graduate School of Arts & Sciences graduate degree programs (Ph.D. and Masters) and who are serving as PhD Research Assistants, PhD Teaching Assistants, PhD Teaching Associates, Graduate Research Assistants, Graduate Teaching Assistants, Student Research Assistants, and Student Teaching Assistants (collectively, these positions shall be referred to as "Graduate Student Assistants");

WHEREAS, the Union and the University (the "Parties") recognize that graduate students have a fundamentally educational relationship with the University, but also believe that they should have a stronger voice regarding the terms under which they serve as Graduate Student Assistants;

WHEREAS, the Parties wish to establish a fair method to enable Graduate Student Assistants in the bargaining unit defined above to decide, free of interference and in the spirit of the University's Just Employment Policy, whether they wish to be represented by the Union for purposes of collective bargaining over the terms under which they serve as Graduate Student Assistants;

WHEREAS, the Parties wish to establish standards and dispute resolution procedures that would govern the election and collective bargaining process for Graduate Student Assistants;

WHEREAS, the Parties intend for these standards and procedures to provide a comprehensive and stable framework to govern union representation and collective bargaining for Graduate Student Assistants, rather than being subject to changes in the rulings of the National Labor Relations Board ("NLRB"); and

WHEREAS, to the extent permissible under law, the Parties intend to replace the otherwise applicable standards and procedures under the National Labor Relations Act ("NLRA") with the standards under this Agreement, and the Parties intend by this Agreement to make a clear and knowing waiver of the NLRA standards and procedures.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties hereto, intending to be legally bound, agree as follows:

1. Determination of Majority Status

- a. The question of whether a majority of the Graduate Student Assistants in the unit set forth in paragraph 2(a) wish to be represented by the Union shall be determined in an election conducted by the American Arbitration Association ("AAA") and a neutral Arbitrator selected by the Parties in accordance with paragraph 8 below. If a majority of the eligible Graduate Student Assistants, as defined in paragraph 2(c), voting in the election vote in favor of representation by the Union under the procedures set forth in this Agreement,

the University immediately shall grant recognition to the Union as the exclusive bargaining representative of the Graduate Student Assistants in the unit for purposes of collective bargaining within the scope of this Agreement.

2. Bargaining Unit and Eligible Voters

- a. The unit for purposes of collective bargaining shall consist of all graduate students enrolled in Georgetown University Graduate School of Arts and Sciences graduate degree programs (Ph.D. and Masters) and who are serving as Graduate Student Assistants (as defined above).
- b. The bargaining unit shall exclude all graduate students in the Law Center or the School of Medicine; all undergraduate students; all adjunct or full-time faculty members; all supervisors, managers or administrators; all faculty and staff who are enrolled using TAP benefits; and all other students or employees who are not specifically included in the unit as defined in paragraph 2(a) above.
- c. Eligible to vote shall be any Graduate Student Assistants who are serving in a position that is included in the unit described above in paragraph 2(a) during the semester in which the election takes place or who served in such a position in the prior two semesters and who continue to be actively enrolled in Georgetown University Graduate School of Arts and Sciences graduate degree programs. A "semester" is defined as either the fall or spring semester and does not include the summer.

3. Communications. The Parties agree that the decision whether to be represented for purposes of collective bargaining should be made by Graduate Student Assistants without interference or coercion in an environment of mutual respect. In order to provide a procedure to enable the Graduate Student Assistants to exercise this right, the parties agree to the following conditions:

- a. The University and the Union each shall have the right to communicate their positions on issues or factual information during the election process. Nothing in this Agreement shall prevent either party from correcting misstatements of law or fact made by the other party. Nothing in this Agreement is intended to interfere with the normal application of the University's rules relating to the conduct of faculty or students or the disciplinary process associated with those rules.
- b. Union representatives shall be permitted, in accordance with the University's policies and without disrupting the operations of the University: (i) access to all areas of the campus that are open to Graduate Student Assistants in the unit for the purpose of communicating and meeting with the Graduate Student Assistants and (ii) the opportunity to post literature relating to the election.

- c. Graduate Student Assistants in the unit shall be permitted to wear shirts, buttons, and other items expressing their position as to whether to select the Union as their collective bargaining representative.
 - d. While the University shall have the right to communicate consistent with paragraph 3(a) above and to encourage Graduate Student Assistants to educate themselves and participate in the election, the University shall not communicate how individual Graduate Student Assistants should vote in the election.
 - e. Nothing in this Agreement shall be interpreted as limiting academic freedom and/or preventing faculty from exercising their right to free speech.
 - f. The Parties shall not threaten, intimidate, discriminate against, retaliate against, or take any adverse action against any Graduate Student Assistant based on his or her decision to support or oppose union representation.
4. List of Eligible Voters. The University will provide the Union with a list of all Graduate Student Assistants who are eligible to vote, as defined in Section 2 above, along with the following directory information, to the extent the University maintains such information as part of its normal student records: department, job title, degree program, and start date. The Union shall obtain a subpoena from the Arbitrator if the Union determines that it needs this directory information for any Graduate Student Assistant who has opted out pursuant to FERPA. This list will be provided to the Union within seven (7) days of the Union's request for such information. As with respect to all information provided under this Agreement, the Union agrees not to use this information for any purpose other than internal Union administration and communication with these individuals for purposes of the election procedure or collective bargaining. Nothing in this Agreement requires the University to seek out such information that it does not already possess as part of its normal processes and operations.
5. Pre-Election Procedures.
- a. Notice to the University. The Union shall provide the University with seven (7) calendar days' notice of its intent to initiate the election procedure with the Arbitrator.
 - b. Showing of Interest. In order to trigger the election procedure, the Union will provide the AAA with a request for a representation election. However, prior to doing so, the Union shall make a showing to the AAA of valid, signed paper authorization cards from 30% of the Graduate Student Assistants in the bargaining unit as defined in this Agreement. The Arbitrator or a AAA designee shall review the cards to ensure their validity and authenticity. To be valid, an authorization card must be signed within 18 months of the filing of the request for a representation election with the AAA and must be signed by Graduate Student Assistants who are in the bargaining unit as defined by this

Agreement at the time the request is filed with the AAA. The Arbitrator or a AAA designee may take other steps to ensure the authenticity of the cards as he or she deems appropriate.

- c. List of Eligible Voters. The University will provide the Union with the voter eligibility list in Excel format within seven (7) calendar days after the Union obtains a so-ordered subpoena from the Arbitrator selected in accordance with paragraph 8(b). The voter eligibility list will contain an updated list of all eligible Graduate Student Assistants with the following directory information, to the extent the University maintains such information as part of its normal student records: personal mailing address, personal phone numbers, University email address, personal email addresses, department, job title, degree program, and start date. As with respect to all information provided under this Agreement, the Union agrees not to use this information for any purpose other than internal Union administration and communication with these individuals for purposes of the election procedure or collective bargaining. Nothing in this Agreement requires the University to seek out such information that it does not already possess as part of its normal processes and operations.

6. The Election.

- a. Date, Time and Location of the Election. The election will be conducted on dates, times, and locations agreed to by the Parties or designated by the Arbitrator. The dates of the election shall be at least twenty-one (21) calendar days after the date on which the Union provides AAA with a valid showing of interest pursuant to paragraph 5(b) above. In order to maximize the opportunity for Graduate Student Assistants to vote, the election shall occur over a period of five (5) days. However, the Parties agree that in order to maximize voter turnout, no election will be scheduled during the summer or any official University break or finals period. The election shall be held in centralized locations on campus that are widely accessible to voters. The parties shall each pay an equal share of AAA's fees and costs to conduct the election.
- b. Election Notice. Within three (3) days after the dates, times, and locations of the election have been determined in accordance with paragraph 6(a) above, the University shall distribute to all eligible voters, via their University email addresses, an election notice providing the dates, times, and locations of the election. The content of the election notice must be approved by both Parties.
- c. The Ballot. The election shall be conducted by a manual, secret ballot supervised by the Arbitrator. The Arbitrator shall have the authority to designate the form of the paper ballot if the parties cannot agree, provided that the paper ballot shall clearly illustrate to the voter the choice between a Union and "no Union" vote. The Arbitrator or a AAA designee shall be responsible

for distributing the ballots to the voters during the election. Ballots shall be distributed only to voters whose name appears on the voter eligibility list created pursuant to paragraph 5(c) above. Any voter whose name does not appear on the voter eligibility list may be provided a ballot subject to challenge in accordance with paragraph 6(f). Prior to receiving a ballot, the voter shall state his/her name to the Arbitrator or the AAA designee and present his/her student identification or any government-issued identification to the Arbitrator or the AAA designee to verify his/her identity.

- d. Absentee Ballots. Absentee ballots will be provided to any Graduate Student Assistant who is eligible to vote pursuant to paragraph 2(c) and who demonstrates that s/he is unable to be on campus on any of the dates and times of the election because s/he is participating in a University, School or department-approved program or activity in the furtherance of his/her degree or the work s/he performs on behalf of the University outside of the Washington, DC metropolitan area. Such eligible voters will have seven (7) days from date the notice of election is disseminated to submit to AAA a request for an absentee ballot. AAA shall not issue an absentee ballot unless the Arbitrator or a AAA designee has determined that (i) the voter is, in fact, eligible to vote in the election and (ii) the voter has demonstrated that s/he needs an absentee ballot based on the standard set forth above.
- e. Observers. The University and the Union shall each be entitled to have at least one (1) observer present during the election. The Arbitrator may permit additional, equal numbers of observers if the Arbitrator believes that additional observers are needed to facilitate the election process.
- f. Challenged Ballots. The observers shall have the right to challenge voters who they believe are not eligible to vote. The Arbitrator or the AAA designee who is conducting the election shall have authority to challenge voters if their eligibility cannot be resolved expeditiously during the balloting process. Challenged ballots shall be kept separate and counted only if the number of challenged ballots is sufficient to affect the outcome of the election. The Arbitrator shall have the authority to determine all questions of voter eligibility in accordance with the definition of the bargaining unit set forth in paragraph 2 and to request additional information to verify a voter's eligibility.
- g. Objections. Either party shall have the right to raise objections regarding conduct that could be reasonably construed to undermine the validity of the election, considering both NLRB law extant at the time of the execution of the Agreement and any violation of the terms of this Agreement. Neither party will engage in conduct that would suppress the right of Graduate Student Assistants to participate in the election. If the percentage of eligible Graduate Student Assistants who vote in the election is lower than 50%, either party may file an objection with the Arbitrator to determine the reason for the low

voter turnout and to order a new election or to take other remedial action in order to ensure that the election reflects the will of the majority of Graduate Student Assistants. Such objections must be raised with the Arbitrator, with notice to the other party, no later than fourteen (14) days after the Arbitrator counts the ballots. In the event of objections, the Arbitrator shall schedule and conduct a hearing within seven (7) days after notice has been provided to the Parties, in order to collect evidence relevant to the objections. The Parties may file briefs before the close of the hearing. If the Arbitrator determines that objectionable conduct has occurred that could undermine the validity of the election, the Arbitrator shall have the authority to order a new election or issue such remedial orders as are necessary to ensure or restore maintenance of an environment for a fair election and to enforce compliance with the terms of this Agreement. The Arbitrator shall also have the authority to certify the election results, which will be final and binding on the Parties. The Arbitrator shall not, however, have the authority to issue a certification or otherwise establish a collective bargaining obligation without an election.

- h. Certification. At the conclusion of the election, the Arbitrator or the AAA designee shall open and tally the ballots in the presence of such observers. The Arbitrator shall prepare a written certification of results based on the tally of the ballots. If no objections are filed pursuant to paragraph 6(g), the Arbitrator's certification will be final and binding on the Parties. If the Arbitrator determines that a majority of the Graduate Student Assistants voting in the election voted in favor of representation by the Union, the University shall immediately grant recognition to the Union as the exclusive collective bargaining representative of the unit for purposes of collective bargaining within the scope of this Agreement. Such recognition shall continue until the Union is decertified in a decertification election, conducted consistent with the standards and procedures set forth above, upon a 30% showing of interest by Graduate Student Assistants in the bargaining unit. The University may initiate an election upon a showing of good faith doubt as to the Union's majority support.
- i. Election Bar. In the event that a majority of the Graduate Student Assistants participating in the election do not vote to be represented by the Union, the Union agrees not to seek another election, in any forum, for a period of twelve (12) months following the date of the election conducted pursuant to this Agreement.

7. The Collective Bargaining Process.

- a. Commencement of the Bargaining Process. If the Union is certified as the representative of Graduate Student Assistants in the bargaining unit, the Union may request to begin the collective bargaining process within a reasonable period of time following such certification. The negotiations shall occur at reasonable times and places, as agreed to by the Parties.

- b. Subjects for Collective Bargaining. The subjects for collective bargaining shall be defined in accordance with Appendix A to this Agreement. The Arbitrator shall have the authority to resolve disputes as to whether a particular issue is subject to collective bargaining, but in no event shall the University have any obligation to bargain or entertain grievances over academic issues or prerogatives that are identified in Appendix A, and such academic issues or prerogatives are beyond the jurisdiction of the Arbitrator.
- c. Good Faith Bargaining. The Parties each shall have an obligation to bargain in good faith in an effort to reach a collective bargaining agreement on those mandatory subjects of bargaining as defined in Appendix A. The Arbitrator shall have the authority to resolve disputes as to whether a party has bargained in good faith. The Arbitrator's determination shall be based on the totality of the party's conduct during the collective bargaining process, considering both NLRB law extant at the time of the execution of the Agreement and any violation of the terms of this Agreement. The Arbitrator has authority to issue an appropriate order to remedy a party's violation of the duty to bargain in good faith, but in no event shall the Arbitrator have authority to dictate any terms of the collective bargaining agreement, nor shall the Arbitrator have any authority to compel either Party to make any concession or to agree to any proposal.
- d. Information Requests. The Parties each shall have the right to request information from the other party that is relevant to the collective bargaining process. However, such information requests shall be reasonable in scope and shall not impose an undue burden on either party. The Parties shall establish appropriate safeguards to protect confidential information and student privacy. The Arbitrator shall have authority to resolve disputes over the relevance or reasonableness of a request for information, and to establish appropriate safeguards to protect confidential or private information if the Parties are unable to agree on such safeguards.
- e. Mediation. If the Parties are experiencing difficulty in reaching a first collective bargaining agreement or a successor agreement, the Parties shall engage in mediation at either Party's request with a highly qualified mediator, selected by the Parties or through the AAA, who is experienced in mediating collective bargaining disputes. If either Party requests mediation of a successor collective bargaining agreement, the same no-strike and no-lockout commitments set forth in paragraph 8(d) of this Agreement shall initiate upon the expiration of the collective bargaining agreement. However, under no circumstances shall the no-strike and no-lockout commitments exceed thirty (30) days beyond the expiration of the collective bargaining agreement. Requests for mediation of successor agreements must be made at least fourteen (14) days before the expiration of the collective bargaining agreement. The mediator shall have no authority to dictate any terms of the

collective bargaining agreement, nor shall the mediator have any authority to compel either Party to make any concession or to agree to any proposal.

8. Selection of Arbitrator and Dispute Resolution Procedures.

- a. This Agreement is intended to establish the exclusive procedures for resolving any and all disputes concerning the provisions of this Agreement, including any and all disputes relating to the election or collective bargaining procedures set forth herein. To the maximum extent permitted by law, this Agreement constitutes a waiver of the Parties' right to file election petitions or unfair labor practice charges with the NLRB. If an election petition or unfair labor practice charge is filed with the NLRB, the Parties shall jointly request that the NLRB defer to the procedures set forth in this Agreement. If the NLRB does not defer to the procedures set forth in this Agreement, the Parties shall preserve their respective legal positions under the National Labor Relations Act and nothing in this Agreement shall be construed as a waiver of any legal position.
- b. Arbitrator Ira F. Jaffe shall administer elections and resolve all disputes arising under this Agreement. Should any other dispute arise between the parties after the University recognizes the Union and during any period of time in which a collective bargaining agreement between the Parties is not in effect, the Arbitrator shall have the authority to resolve such disputes pursuant to the terms of this Agreement and by application of the legal standards developed and applied by the NLRB pursuant to the NLRA, to the extent those standards are consistent with the terms of this Agreement. If Arbitrator Jaffe is unavailable to administer an election or resolve a dispute promptly pursuant to this Agreement, then Arbitrator Herbert Fishgold shall serve in his/her place and shall have full authority to resolve such disputes. In the event neither Arbitrator is available to resolve a dispute under this Agreement, the Parties shall select, through the procedures established by the AAA, a qualified labor arbitrator who is a member of the National Academy of Arbitrators. Either party shall have the right to remove an Arbitrator from this Agreement, but shall not exercise that right more than once per year. A replacement Arbitrator shall be selected by agreement of the Parties or through the procedures established by the AAA.
- c. The Arbitrator shall have no authority to add to, subtract from, or modify any terms of the Agreement. The Arbitrator lacks the authority to order a remedy prohibited by federal or local law or regulation. The Parties each shall bear their own costs and shall each pay an equal share of the Arbitrator's fees and costs. The Arbitrator's decisions and orders shall be final and binding and shall be enforceable in the United States District Court for the District of Columbia.

- d. The Union agrees not to call, authorize, encourage, or condone any strike, slowdown, picketing, sit-in or any other similar disruption of University operations or services by Graduate Student Assistants, for any purpose, prior to the ratification of a first collective bargaining agreement by the Parties. Similarly, the University agrees not to engage in a lockout of any Graduate Student Assistants who are covered by this Agreement. This paragraph does not waive the right of individual Graduate Student Assistants, including members of the Union, to engage in activity that is considered lawfully protected concerted activity under the NLRA, including strike action. Notwithstanding, the Union agrees not to call, authorize, encourage, or condone such strike or similar activity by individual Graduate Student Assistants.

9. Notice to Parties. Any notice to be served on the University under this Agreement will be sent via email to graddean@georgetown.edu. Any notice to be served on the Union under this Agreement will be emailed to GAGEorganizing@gmail.com and to a GAGE member as so designated and communicated to the University with a copy to Channing Cooper (ccooper@afl.org).

10. Term. Because this Agreement is intended to provide a stable framework governing union representation and collective bargaining for Graduate Student Assistants at the University, it does not have any particular expiration date. Either party shall have the right to terminate this Agreement only in the following circumstances:

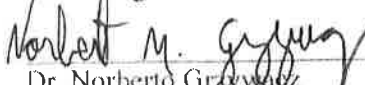
- a. If, after a period of five (5) years following the effective date of this Agreement, the Union is not certified as the representative of the Graduate Student Assistants in the bargaining unit;
- b. If the Parties are unable to reach agreement on a first collective bargaining agreement within twenty-four (24) months after the Union's certification; or
- c. If the Parties are unable to reach agreement on a successor collective bargaining agreement within one (1) year after the expiration of the first collective bargaining agreement or any subsequent collective bargaining agreement.

If a party desires to terminate this Agreement in any of these circumstances, the party shall provide sixty (60) days' written notice to the other party. If the Agreement is terminated pursuant to (b) or (c) above, the University's obligation to bargain will be determined according to the NLRB's standards and procedures in effect at that time. Neither party shall be deemed to have waived any legal position before the NLRB as a result of this Agreement.

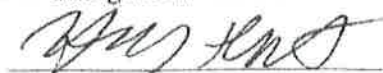
11. Ratification. This Agreement shall not become effective unless and until it is executed by authorized representatives of the Parties.

12. Severability. If any provision of this Agreement is deemed invalid or unenforceable by a body of competent jurisdiction, it shall not affect the remaining terms of this Agreement and the Parties shall promptly meet to agree to new terms that most closely effectuate the intent of the Parties in drafting the language found to be invalid or unenforceable.


For Georgetown University

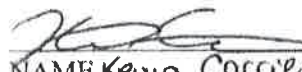

Dr. Norberto Grzywacz
Dean of the Graduate School
April 2, 2018


For Georgetown Alliance of Graduate Employees



NAME HAILEY HUBET
TITLE GAGE NEGOTIATION COMMITTEE MEMBER
DATE 3/30/18


For the American Federation of Teachers


NAME RICHELLE FIORE
DATE 4/2/2018
TITLE DIRECTOR of HIGHER
EDUCATION ORGANIZINGS,
AFT


NAME Kevin Carriere
TITLE GAGE Negotiation Committee member
DATE 3/30/18


NAME LUCA SOLDAINI
TITLE GAGE NEGOTIATION COMMITTEE MEMBER
DATE 03/30/2018


NAME Chad D. Frazier
TITLE GAGE Negotiation Committee Member
DATE 3/30/2018


NAME AMRITA V. PAIZ
TITLE GAGE Negotiation Committee Member
DATE 04/02/2018

APPENDIX A

Mandatory Subjects of Bargaining

Either party shall have the right to make proposals on the following subjects, and the other party shall have an obligation to bargain over proposals on these subjects.

- Stipend levels and tuition remission for enrolled PhD students serving as a TA, RA, or TS;
- Wage rates for enrolled Masters students who are serving as a TA, RA, or TS;
- Maximum number of hours per week (on average) for RA or TA duties;
- Number of hours of paid work per week allowed at the University beyond what is assigned as service as a TA, RA, or TS;
- Tasks that are beyond the scope of normal TA, RA, or TS duties for the academic discipline or the program;
- Benefits and leave policies for a TA, RA or TS;
- Grievance procedures for service-related grievances, including but not limited to:
 - The process for suspending a service stipend or removal from the classroom if a TA, RA, or TS is alleged to have engaged in misconduct while performing those duties;
 - A change in an existing level of fellowship support based on a failure to adequately perform TA, RA, or TS duties;
 - Grievances concerning whether a TA, RA, or TS has been asked to perform tasks that are beyond the scope of normal TA, RA, or TS duties for the academic discipline or program; and
 - Grievances concerning a faculty member's misconduct relating to a graduate student's service as a TA, RA, or TS.

- The impact of a change in organization of departments/units/programs/courses that affects the commitments set forth in existing award letters for a TA, RA, or TS who is currently enrolled in the Graduate School of Arts & Sciences;
- The impact of a change in course content, teaching methods, curricula and research programs that affects the commitments set forth in existing award letters for a TA, RA, or TS who is currently enrolled in the Graduate School of Arts & Sciences;
- The impact of a change in the number of available assistantships or the qualifications for appointment that affects the commitments set forth in existing award letters for a TA, RA, or TS who is currently enrolled in the Graduate School of Arts & Sciences;
- The impact of a change in grading/evaluation methods, or other established school and program academic assessments for students who are taught by a TA or TS, on the expected hours per week for a TA or TS after a course assignment has been made; and
- The impact of a change in the size of a class taught by a TA or TS on the expected hours per week for a TA or TS after a course assignment has been made.

Academic Issues Not Subject to Negotiation

The following academic issues are beyond the scope of collective bargaining and, accordingly, the Union will not make proposals or pursue grievances on these subjects.

- Decisions relating to Admissions and continued attendance, including:
 - Requirements for and conditions of admission to a graduate program;
 - Fee/tuition levels and the decision to offer a graduate student stipend or tuition remission upon admission, except that stipend levels and tuition remission for enrolled PhD students who are serving as a TA, RA, or TS and wage rates for enrolled Masters students who are serving as a TA, RA, or TS shall be mandatory subjects of bargaining as set forth above;
 - Scholarship support/financial aid decisions, including GPA or other indicators of satisfactory academic progress required for continued funding, and the number of credit hours of enrollment to be eligible for a non-service stipend or financial aid;
 - The decision to offer a graduate student a certain number of years of guaranteed fellowship support (conditional on satisfactory progress toward degree and performance of service), except to the extent it involves a change in an existing level of support based on a failure to adequately perform TA, RA, or TS duties;
 - When and if a non-service stipend is awarded; and
 - The decision to grant a graduate student competitive travel and dissertation awards.

- Organization of departments/units/programs/courses.

- Curriculum and Degree components and requirements, including:
 - Content, teaching methods, curricula and research programs;
 - Teaching and research requirements for particular programs and related evaluation of academic performance in teaching/research, including in TA, RA, or TS duties;
 - Time to degree and progress during that time, including exceptions and extensions;
 - Thesis topic – initially determined and as it evolves – and effort required to complete it;
 - Grading/evaluation of performance in classwork, comprehensive or qualifying examinations, and other established school and program academic assessments;
 - Criteria for termination due to unsuccessful completion of classes (i.e., failure to maintain good standing), failure to pass comprehensive or qualifying examinations, or failure to make sufficient progress toward the degree; and
 - Number of leaves of absence a student can take and still be considered progressing toward their degree, except to the extent a policy on leaves of absence is directly related to RA/TA/TS duties.

- Academic decisions relating to TA, RA, or TS appointments, including:
 - The number of available assistantships and qualifications for appointment;
 - TA and TS course assignments, including the level and subject matter of the course and size of the class;
 - TA responsibilities during the hours they are assisting in a course (e.g., the percentage of classes TA's are required to attend, grading exams and papers and the type of exams and papers graded, lecturing, leading recitation sections, holding office hours, etc.);
 - TS responsibilities, including type of course, lecturing, grading, syllabus if assigned, evaluation method, etc.;
 - Which professor a TA or RA is assigned to; and
 - The nature of the research that an RA conducts with a professor.

- Establishment of University policies and related adjudication processes and sanctions (as they may be modified in due course), including:
 - The student code of conduct, including policies related to Title IX and consensual relationships with students;
 - The Faculty Handbook;
 - The research integrity policy and federal compliance requirements regarding the IRB, effort, etc.; and
 - Academic integrity policies.

- Resolution of academic disputes between faculty and students, including designation and order of authorship, authentication of data, etc., and the role of the ombudsman in resolving academic disputes.

Abbreviations:

TA: Teaching Assistant

RA: Research Assistant

TS: Teaching Associate

The Parties agree that this is not an exhaustive list of academic issues not subject to negotiation or mandatory subjects of bargaining. Any disputes regarding the Parties' right or obligation to bargain over an issue that is not covered by this list shall be resolved by the Arbitrator pursuant to paragraph 8(c) of the Parties' Agreement and in a manner that is consistent with the categories of academic issues and mandatory subjects of bargaining listed above.