

SOUTHERN NEW HAMPSHIRE UNIVERSITY

AND

SOUTHERN NEW HAMPSHIRE UNIVERSITY

PROFESSIONAL EMPLOYEES ASSOCIATION

MASTER AGREEMENT

JULY 1,2005-JUNE 30, 2010

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PREAMBLE

The intents and purposes of this agreement are to improve the quality and effectiveness of education at Southern New Hampshire University by promoting the highest standards of excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be achieved by means of the amicable adjustment of matters of mutual interest.

The primary objective of this agreement is the unification of the faculty, administration and staff at the University into one harmonious and effective working unit.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning. It is further recognized that the roles and responsibilities of the University administration and the faculty and professional staff are interdependent in the determination and implementation of educational policy and objectives.

The parties to this Agreement recognize that the University Trustees have the ultimate authority for the management of the University and Management retains the right to make rules, regulations, and policies not inconsistent with the provisions of the Agreement (and to require compliance with said rules, regulations, and policies).

As these objectives are recognized, it is understood that this agreement shall be interpreted in each and every clause to achieve these goals. This agreement, resulting from the efforts of a group of professional staff and faculty meeting with the trustees, designs and sets forth general terms which will guide wage and benefits provisions of individual contracts between the University and those employees covered as hereinafter defined.

ARTICLE I

EMPLOYEES COVERED

- A. ***Full Time Faculty and Professional Employee Coverage.*** All full-time faculty and professional employee positions, except those listed on Exhibit A, or otherwise determined through actions of the UHRC or through arbitration (see Article 1,F) shall be covered by this Master Agreement.
- B. ***Historic Exceptions: Covered.*** Exhibit B,A lists those professional positions normally not covered by the Master Agreement, but because of prior agreements, the individual incumbent retains coverage. Any successor to any of these positions shall not be covered.
- C. ***Historic Exceptions: Non-Covered.*** Under the previous Master Agreement, certain professionals in covered positions had the opportunity to elect coverage or non-coverage. The election status of these individuals shall not change. However, should any of these individuals move into other covered positions, they will then become covered by the Master Agreement,(see Exhibit B,B.) and successors in the vacated positions shall be covered by the Master Agreement.
- D. ***Full-Time Temporary Appointments.*** The University may appoint individuals on a fulltime, temporary basis to positions covered by this Master Agreement for a period not to exceed one calendar year. During the term of this initial appointment, the individual is not covered by this agreement, only federally mandated benefits are provided and compensation is negotiated between the individual and the University. Individuals who are re-appointed at the conclusion of their temporary appointment shall be covered as a first-year employee under this agreement.
- E. ***Positions Funded by External Sources.*** The University agrees to appoint full-time individuals whose positions are fully or partially supported by external sources with appropriate salary and benefits, but these individuals' employment is governed by the Unified University Employee Handbook. If the individual subsequently assumes a full-time, covered position funded by the operating budget of the University, the individual shall be covered as a first-year employee under this agreement.
- F. ***New and Restricted/Reclassified Positions.*** If the University intends to create a new position or intends to restructure or to upgrade an existing position to the professional level and if the University considers that position not to be a covered position, then it will so inform the Association when the proposal is finalized and prior to any appointment to the position. If the University and Association cannot agree upon its coverage, the question of coverage shall be submitted to the University Human Resources Committee (UHRC). The decision of that committee may be submitted to arbitration, as provided for under Article IV of this agreement, by either party.
- G. ***Notice of Appointments.*** If the University makes an appointment to a covered position or a new position covered by this agreement, then the University will so inform the president of the Association, prior to said appointment.

ARTICLE II

FAIR PRACTICES

A. ***Non -Discrimination.*** The University community agrees not to discriminate against faculty or professional staff members because of race, color, gender, sexual orientation, religion, disability, marital status, national origin, political affiliation or lawful political activity, veteran's status or membership or non-membership in, or lawful activities on behalf of the Association.

B. ***Compliance with Law.*** The University will comply with all Federal and State laws which cover the University and which govern equal employment opportunity and affirmative action.

C. ***Freedom of Association.*** Covered employees shall have the right to join and participate in, or to refrain from joining and participating in, any employee association, including the Southern New Hampshire University Professional Employees Association. There shall be no discrimination, interference, restraint, or coercion by the University, or any employee association, against any employee because of membership in, or non-membership in, any employee association.

ARTICLE III

PROFESSIONAL FREEDOM

A. *General*

1. Academic and professional freedom is essential to the functioning of the University as well as being a fundamental working condition. The University serves its community as an open intellectual forum where varying opinions may be freely expressed and fairly debated.

2. The faculty/professional staff member is a member of a learned profession and an employee of the University. When he or she speaks or writes, he or she should be free from institutional censorship or discipline as defined in the section on freedom of expression.

B. *Freedom Of Expression For Faculty And Professional Staff*

1. Progress on addressing all matters of concern within a University community requires the free and open exchange of ideas, approaches and points of view. Accordingly, Southern New Hampshire University is committed to an environment in which free expression is the right of every member of the University community. It is likewise essential that such expressions of points of view be conducted in a climate of mutual respect, with due regard for the rights of others and in a responsible manner which prevents disruption.

2. In his/her role as a citizen, every member of the University community has the same freedoms as other citizens. However, in his/her extramural utterances he/she has an obligation to make every effort to indicate that he/she is not an institutional spokesperson. Nothing herein shall be construed as an abridgement of the rights guaranteed to every member of the University community by the constitutions of the United States, the State of New Hampshire, or such other states that may apply.

3. To encourage creativity and constructive dissent, a faculty/professional staff member is entitled to full freedom of discussion in all established institutional bodies without reprisal (as defined in 1 and 2 of this section of Freedom Of Expression).

C. *Academic Freedom*

1. It is the policy of the University to maintain and encourage full freedom, within the law, of inquiry, teaching, research, publication, and the pursuit of professional activity. The University cannot fulfill its purpose of transmitting, evaluating, and extending knowledge if it requires conformity with any orthodoxy of content and/or method.

2. In the exercise of this freedom the covered employee may discuss relevant issues in the exercise of his/her professional duties. Within the classroom one may not use students as a vehicle to support personal views. The University is obligated to protect and defend covered employees from pressure and harassment connected with their professional duties.

ARTICLE IV

GRIEVANCE AND ARBITRATION

A. *Grievance Provisions*

1. It is the objective of the parties to this agreement to encourage the prompt and equitable resolution of grievances.

2. The parties agree that the orderly process hereafter set forth shall be the sole method used for the resolution of grievances and such deliberations shall be pursued in a confidential manner.

3. A grievance may be filed by a covered employee or by a group of covered employees alleging the same grievance. The Association shall have the right to file a grievance involving a management action which affects Association members and is alleged to be a violation of the agreement.

4. A "grievance" is: (a) any dispute or difference concerning the interpretation, application, or alleged violation of any Article of this agreement; or (b) any claimed violation of an employee's right arising under established and observed University practices, policies, rules, regulations or procedures.

5. Failure by the grievant(s) to comply with the time limitations of the formal procedure, Step One, Section a., shall preclude any subsequent filing of the grievance except as noted in A.6. below.

6. In the absence of extenuating circumstances, failure by the grievant(s) at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the grievant(s) of the decision rendered at the last step.

7. Failure by the University at Step One to communicate its acceptance of a decision within the specified time limits shall permit the grievant(s) to proceed to Step Two.

8. The time limits in this article may be extended by mutual agreement, in writing.

9. The filing or pendency of a grievance under the provisions of this article shall not prevent the University from taking the action grieved, subject, however, to the final decision on the grievance.

Should the action of the University be suspension without pay or termination, the salary and benefits of the employee shall be continued through the grievance/arbitration process. The grievant shall sign a promissory note in order to acknowledge repayment of the salary and benefits should the suspension/termination be upheld at the conclusion of the grievance/ arbitration process.

10. All correspondence by either party involved in the process set forth in this article at each step of the grievance shall be sent through the Vice President of Human Resources and Development by receipted hand delivery or certified mail, return receipt requested. Correspondence to the grievant(s) shall be to the grievant(s) last known address.

B. *Grievance Procedure*

1. Informal Stage

a. Normally, a potential grievant(s) shall attempt to solve a pending grievance expeditiously by meeting with those directly involved.

2. Formal Stage

a. Step One - Administrative Review

i. the grievant(s) shall obtain a grievance form from the Vice President of Human Resources and Development and shall submit his/her/their grievance in writing within forty-five (45) calendar days following the time at which the grievant(s) knew or ought to have known of the existence of the situation giving rise to the grievance as demonstrated by appropriate documentation.

ii. The written grievance shall state the nature of the grievance, and the remedy sought. The Vice President of Human Resources and Development

- will assist, if asked, with the preparation of the grievance and/or will explain the grievance process. The Vice President of Human Resources and Development shall maintain a confidential grievance case file containing all written materials and correspondence related to each grievance filed.
- iii. The written grievance shall be filed with the Vice President of Human Resources and Development who will distribute copies of the grievance to the President of the Association, the President of the University and other appropriate administrator(s). The Vice President of Human Resources and Development shall arrange and attend a meeting with the grievant(s) and the next level administrator above the person being grieved and other administrator(s) as appropriate in whose area of responsibility the grievance applies. Such meeting will be held within ten (10) calendar days of the receipt of the grievance. The administrator shall provide a written response pertaining to the grievance which shall be forwarded to the grievant(s) and the Vice President of Human Resources and Development within ten (10) calendar days after the meeting.
- b. **Step Two - University Human Resource Committee (UHRC) Review**
 - i. If the grievance is not settled at Step One, the grievant(s) may present his/her/their grievance at Step Two by filing an appeal with the Director of Human Resources within ten (10) calendar days of receipt of the response at Step One. The Vice President of Human Resources and Development will forward a copy of the appeal and all relevant information regarding the grievance to the Chairperson of the UHRC.
 - ii. The Chairperson of the UHRC shall call a meeting with the grievant(s) and the UHRC. Such meeting shall be held within fourteen (14) calendar days of the receipt of the appeal. UHRC members are expected to make themselves available to hear grievance appeals in a timely fashion.
 - iii. The Chairperson of UHRC will conduct the appeal proceedings and keep notes and records. The Chairperson of UHRC shall provide a written decision pertaining to the appeal which shall be forwarded to the grievant(s), the Vice President of Human Resources and Development, the appropriate Executive Council-level administrator and the President of the University. The committee shall confer with all interested persons including the President, or his/her designee, and the grievant(s) and/or his/her/their designee(s) prior to reaching its decision.
 - iv. The President will implement or reject the UHRC decision within ten (10) calendar days after receiving the findings of the UHRC.
 - v. Following the appeal and prior to considering arbitration or individual legal action, the grievant(s) and/or his/her/their designee(s) and the President and/or his/her designee may negotiate a settlement.

C. Arbitration Procedure

1. Any grievance arising out of the interpretation, application or alleged violation of this agreement which has not been satisfactorily adjusted under the grievance procedure may be submitted for arbitration by the Association on behalf of the grievant, within thirty (30) calendar days of the final step of the grievance procedure. The grievant, by requesting the Association to submit the grievance to arbitration, agrees to accept the decision of the arbitration as final as stipulated in C.3.

2. Arbitration shall be conducted by an external, qualified arbitrator, operating under the rules of and selected through the American Arbitration Association (AAA), mutually agreed to by the University and the Association. The procedure for the selection of the arbitrator will be as follows:

- a. The Association and University shall communicate promptly to choose the arbitrator no later than ten (10) calendar days from the date of receipt of the demand for arbitration. If no selection can be made within such ten (10) day period, then either party may request a list from the American Arbitration Association, and selection shall be made in accordance with the rules of the American Arbitration Association.
 - b. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this agreement. In the event the question before the Arbitrator is the arbitrability of the asserted grievance, the arbitrator shall first decide that issue and determine whether to hear the substance of the case.
 - c. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitration shall be assessed by the AAA and the arbitrator and shall be shared equally by the Association and the University.
3. The Association, the University and the grievant agree to abide by the decision of the arbitrator, which is final and binding on all parties. These parties, however, retain their rights to appeal errors of law to the courts.
 4. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

ARTICLE V GOVERNANCE

A. Membership On The University Board Of Trustees

1. *Full Board.* Contracted employees shall nominate two candidates on a rotating basis, according to procedures adopted by the Association, to be elected by the trustees as members of the Board of Trustees. Those eligible for membership must have completed four years of full-time employment at Southern New Hampshire University at the time their trustee term begins. The term of membership will be four (4) years, and members may be re-nominated for additional terms. Trustees so elected must consult with and report to colleagues before and after meetings. The University, through the President's Office, shall provide resources necessary to conduct informational meetings and distribute written reports.

2. *Executive Committee Membership.* One contracted employee board member shall be a member and participate in all Executive Committee matters, except during specific sessions relating to personnel *or other contract* matters designated by the Executive Committee by recorded majority vote.

3. *Operations and Finance Committee Membership.* Two (2) contracted employees shall be members, including one of the Association Trustee members and one contracted employee who is a member of UBAC.

4. *Faculty And Professional Staff Representation On Other Board Committees.* The Association shall select, according to a process it chooses, other faculty and professional staff members to be representatives on other board committees as specified below. These representatives shall participate in committee meetings only and shall not sit with the full Board of Trustees.

a. Academic Affairs Committee- Two (2) at large representatives of the faculty

b. Student Affairs Committee- Two (2) representatives as follows:

– Student Affairs contracted employee

– At-large contracted employee

c. Development Committee- Two (2) representatives as follows:

- Two (2) at-large contracted employees

d. Nominating/Personnel Committee

- No representation. However, the Board encourages input for nominations from all parties.

B. University Budget Advisory Committee (UBAC):

1. The function of UBAC will be to review and recommend budget procedures and priorities for the institution as a whole. It shall be involved in developing and proposing policies and procedures for making fiscal decisions which shall be presented to the President of the University. The Committee shall evaluate and forward, in writing, all budget requests to the Operations and Finance Committee of the Board of Trustees, with a recommendation to accept or reject. Recommendations require two-thirds approval of UBAC members present.

As part of this process, UBAC will conduct an annual work session, normally in early January, which shall be for the purpose of identifying and discussing program priorities and initiatives for the following fiscal year. This work session will also consider preliminary enrollment and tuition/fee models for the following fiscal year.

2. UBAC shall consist of eleven (11) members: five administrators (appointed by the President), three faculty, two covered professional staff and one at-large covered employee. All members shall have equal rights, and the latter six shall be elected in accordance with Association procedures. The UBAC chair will be selected from the Association members and shall vote only to break a tie. Association members of UBAC shall have staggered two (2) year terms to ensure continuity and may be reelected for successive terms.

3. UBAC meetings normally shall be held monthly for timely budget review and action.

4. The University, through the Office of the President, shall provide resources necessary to conduct information meetings and distribute information and/or written reports. In addition, the University's auditors shall provide performance reports and monitoring assistance as requested by UBAC and approved by the Chairman of the Operations and Finance Committee of the Board of Trustees.

5. The President shall report to the University community, at least annually, regarding the budget status of the University, including budgetary priorities, general budget features and the current financial condition of the University.

6. In the event of inconsistency between any provision of the First Amendment (Exhibit D) regarding the role of UBAC, and the role of UBAC as provided for in this agreement the terms of this agreement shall control.

C. *University Human Resources Committee (UHRC)*

1. The UHRC shall consist of ten members; five appointed by the President and three faculty and two professionals selected by the Association according to procedures they adopt.

2. The UHRC for the grievance process shall consist of six (6) members and four (4) alternates: three (3) members and two (2) alternates appointed by the President and three (3) members and two (2) alternates selected by the Association.

Association members of UHRC shall have staggered two (2) year terms to ensure continuity and may be reelected for successive terms.

Once a UHRC is established for a given grievance, the group membership will be maintained throughout the grievance process to ensure continuity and fairness.

3. The UHRC shall operate under the rules determined by the members, and all members shall have equal rights. The Chair of UHRC shall be elected by the Committee.

4. The primary function of the UHRC is to hear grievances at Step Two as detailed in Article IV. Further, UHRC may bring other matters of concern regarding personnel and contract issues to the attention of the President.

D. *Association Committee Representatives:*

The Association, using procedures adopted by the Association, will forward the names of its representatives to the Board, its Committees and other governance committees in this Article on or before September 1 of each academic year.

E. *Committee Meetings*

Normally, meetings of all committees covered under this Article shall be scheduled to reasonably accommodate the teaching, office hours and other University responsibilities of the contracted employee members.

F. *Academic Governance*

The Board of Trustees, the administration and the faculty and professional staff recognize the importance of academic governance to guide curriculum development and academic policies and procedures. These matters are included in the ***Academic Governance*** document. Most changes in academic governance can occur through the academic governance process. Major changes to academic governance, as agreed to by both the faculty senate and the VPAA, shall require a 3/5 vote of approval by all faculty and academic affairs professionals

voting. No change in the academic governance model can extend or alter provisions in the Master Agreement and in all cases where the Master Agreement and the governance model are at odds, the provisions of the Master Agreement control.

G. *Professional Staff Classification And Appeals Committee (PSCAC)*

The University and the Association acknowledge the continued existence and operation of the Professional Staff Classification and Appeals Committee. This Committee shall continue to operate according to the rules and procedures that its members shall endorse, and according to the obligations outlined in Article VII, Section F.

H. *Meet and Discuss Policy*

The Association and the University agree that the President of the Association and the Vice President of Academic Affairs shall meet regularly on the first Monday of each month during the term of this Agreement to “meet and discuss” and review contractual matters that have come to the attention of the Association or the Administration. The purpose of these meetings is to provide for the smooth functioning of and adherence to the terms of this Agreement by both parties. Though the named individuals would be the usual participants in these meetings, either side, upon notice to the other, may bring additional individual(s) to add expertise or information concerning the matter or issue that has arisen. If the matter or issue cannot be resolved through such meetings, either party may pursue other avenues allowed under this Agreement to obtain redress.

ARTICLE VI EVALUATION PROCEDURES

The evaluation of the professional activities of all faculty and covered professional staff in an institution of higher education is essential for the maintenance of academic and professional standards of excellence. The purpose of faculty and professional evaluations shall be to enhance the improvement of individual professional performance and to provide a basis for various personnel decisions.

The purpose of evaluation is to measure the job performance of covered employees and to provide the basis for development, improvement, retention, promotion and other personnel decisions. In the event an evaluation indicates a need for professional development, generally a detailed development plan shall be corrective and progressive in nature. Certain deficiencies may be of such seriousness that immediate discharge is warranted.

A. *Performance Evaluation For Faculty*

1. Every faculty member is required to complete an annual faculty self-evaluation report each year on or before April 1st and submit such report to their dean or director. This date coincides with the annual due date of the faculty member's Scholarly Activity Plan. These documents become a part of the faculty member's personnel file.
2. For faculty in their first and second year of appointment, an evaluation will be conducted twice each year by their dean or director and must include classroom/teaching observations at least once per year.
3. For faculty in their third and fourth year of appointment, an evaluation will be conducted once each year by their dean or director and must include classroom/teaching observations each year.
4. For faculty who are on rolling contracts, a formal evaluation will be conducted by the dean or director every three (3) years to be completed no later than June 1st. Faculty will be placed on a rotation schedule so that approximately one-third of the faculty on rolling contracts come up for evaluation each year.
5. In completing their evaluation, the dean or director will consult with the appropriate department chair, program coordinator or other immediate supervisor, if applicable.
6. In completing their evaluation, the dean or director will meet with the faculty member to discuss the evaluation. The faculty member will sign the evaluation document indicating that he/she is aware of its contents and has met with the dean/director to discuss the evaluation. The faculty member is free to include his/her comments regarding the evaluation.
7. Copies of the completed evaluation document will be distributed to the faculty member and to his/her personnel file. A copy of the faculty member's annual Scholarly Activity Plan will be included with the evaluation document.
8. Scholarly Activity Plan
 - a) The University has adopted the Boyer Model to give definition and structure for its expectations for scholarly activity by faculty.
 - b) During the contract year, full-time faculty may develop, a Scholarly Activity Plan, in consultation with and with assistance from, if necessary, their respective School Dean or Program Director, or the VPAA,.
 - c) In instances when the faculty member and his/her Dean or Director, and the VPAA cannot reach accord on the Scholarly Activity Plan, the matter may be taken to grievance at Step Two as provided in Article IV, B, 2.

- d) Recognizing the diversity of faculty interests in scholarly activity some faculty may choose to focus their efforts on teaching or librarianship. Should this be the case, such faculty will assume an eight (8) course teaching load. However, all faculty, except lecturers, will be required to develop scholarly activity plans meeting the expectations of the Boyer Model before the beginning of the 2007 academic year.
- e) Faculty Scholarly Activity Plans shall be submitted annually on or before April 1st.
- f) The respective Dean/Director will respond to the faculty member's Scholarly Activity Plan on or before May 1st.

B. Performance Evaluation Process

1. The evaluation process begins with the individual faculty member, who is responsible for keeping complete and accurate records of all activities related to his/her professional growth and development. The information shall be summarized in an annual faculty self evaluation report which will include the annual Scholarly Activity Plan which is submitted to the Dean or Program Director.

2. In making his/her evaluation and recommendations, the Dean or Program Director will consider the following:

- a) *Effective teaching as documented by evaluations by the Dean, Program Director, peers and students.* The Deans or Program Directors shall conduct pre-arranged classroom observations, as specified below, as part of the evaluation process.
 - i. Up to twice annually during the first two years of appointment.
 - ii. A minimum of annually thereafter, until a rolling contract is issued.
 - iii. Every three years for those on three-year rolling contracts. For faculty who have twelve (12) or more years of service, classroom observation is included only during a Supplemental Performance Evaluation as provided in Section G.
- b) *Academic Advising.* Faculty are expected to provide academic advising to students and be available to students during scheduled office hours or at other times as indicated in Article X, Section E, e.
- c) *Scholarly Activity.* The University recognizes the value of various types of creative and intellectual activity, including, but not limited to those activities presented by the Carnegie Foundation for the Advancement of Teaching in Ernest L. Boyer's publication Scholarship Reconsidered published by the Foundation in 1990.
 - i. The Scholarship of Teaching
 - ii. The Scholarship of Discovery
 - iii. The Scholarship of Integration
 - iv. The Scholarship of Application
- d) *Service to the University* may include such activities as
 - i. Demonstrated commitment to students by active participation in University-wide academic and/or co-curricular activities
 - ii. Advising student organizations
 - iii. Service on governance committees
 - iv. Service on community organizations

3. Each faculty member shall be apprised of his/her evaluation and the appropriate Dean or Director's recommendations prior to the evaluation report being submitted to the VPAA.

4. The faculty member will have the opportunity to comment, in writing, concerning his/her evaluation, and will sign the evaluation document indicating that he/she is aware of the content.

C. *Faculty Evaluation For Rolling Contracts*

1. During a faculty member's fourth year of employment, a cumulative evaluation will be conducted by the School Dean or Program Director.

2. By October 1 of each academic year the School Dean or Program Director will inform each faculty member who is scheduled for a cumulative evaluation prior to the issuance of the first rolling contract.

3. Each scheduled faculty member will submit a cumulative self-evaluation based upon progress made and accomplishments documented during his/her previous annual evaluations. The self-evaluation shall address the elements in her/his Scholarly Activities Plan.

4. The School Dean or Program Director shall make a recommendation to the VPAA regarding the issuance of a rolling contract based upon the cumulative evaluation process.

5. Each faculty member shall be apprised of his/her cumulative evaluation and the appropriate School Dean or Program Director's recommendation prior to the report being submitted to the VPAA.

6. The faculty member will have the opportunity to comment, in writing, concerning the cumulative evaluation which is being submitted to the VPAA.

7. The VPAA shall make final decisions regarding the issuance of a rolling contract. If a rolling contract is not issued, the fifth year contract, issued on or before February 15 of the faculty member's fourth contract year, shall be a terminal contract.

8. The VPAA, by mutual agreement with the faculty member, may issue a single one year extension contract to permit faculty to address certain specified performance criteria resulting from the cumulative evaluation.

D. *Faculty Evaluation For Promotion: Process and Time Table*

1. By May 1st of the preceding academic year, the Vice President of Human Resources and Development, in consultation with the VPAA, School Deans and Program Directors, will inform each faculty member who is time in rank eligible for promotion. The Vice President of Human Resources and Development will also inform the chairpersons of the School Promotion Committee and the University Promotion Committee.

2. By May 15 of the preceding year, the Deans and Program Directors will inform each of the eligible faculty members of the promotion review timetable, the institutional portfolio guidelines and of the materials required for review based on the School or Program Unit's criteria.

3. By October 1 of the current academic year, the faculty member applying for promotion will notify the School Promotion Committee and the University Promotion Committee of his/her intent to apply for promotion. In addition, the faculty member will submit the name of the person chosen to be his/her representative on the committee(s). (See Structure and Membership of School Promotion Committee, Section E below.)

4. By December 1 the faculty candidate for promotion will prepare and submit his/her portfolio to the appropriate Dean's or Program Director's office, following the institutional portfolio guidelines and in accord with the criteria and expectations set out in Article VII, A, 1 & 2 of the Master Agreement. In addition, the portfolio will need to be responsive to any

school or program specific criteria as provided in Article VII, A, 2B.

5. The Dean or Program Director will forward the portfolio materials to the School Committee, with the exception that the Library Director will forward the portfolio materials for Library faculty directly to the University Promotion Committee. The Committee will first review the portfolio for completeness, contacting the candidate to clarify questions or to supply missing information.

The Committee will evaluate the portfolio, make its recommendation and forward it to the appropriate Dean or Program Director by February 1. The Committee will simultaneously inform the candidate and the University Promotion Committee of its recommendation.

6. The University Promotion Committee will then review and evaluate all the candidates' portfolios, ensuring equity and integrity in the process. This Committee will submit its recommendations to the Vice President for Academic Affairs by April 1. The Committee will also inform the candidate, the Dean, Program Director and the School Promotion Committee of its recommendation.

7. The School Dean or Program Director will also evaluate the candidate's portfolio and may contact the candidate or the School Promotion Committee for clarification or discussion. The School Dean or Program Director will make an independent recommendation and forward his/her recommendation to the VPAA by April 1. The candidate will also be informed of this recommendation.

8. The VPAA will then evaluate the candidate's portfolio and the previous decisions, conferring with the President. If the candidate's application is denied, the candidate will be notified; if approved, the recommendation to promote will be forwarded to the Board of Trustees. In either case, notification will be made by May 15th.

9. The VPAA will inform the individual faculty member of the Board of Trustees action with respect to his/her recommendation for promotion.

E. *Peer Review Committees*

1. *Structure and Membership of School Promotion Committee.* The number of faculty members serving on the School Promotion Committee will depend on the size of the school units (e.g., 3 for smaller ones; 5 for larger ones). The candidate will choose an additional committee member from a list of three discipline-related representatives provided by the Committee. This representative will be a voting member, serving on the Committee only during discussions of the represented candidate. The other committee members will be elected for staggered two-year terms in order to promote consistency and stability on the committee.

2. *Structure and Membership of University Promotion Committee.* The University Promotion Committee will consist of one voting member from each school, one voting member from the library, and one voting professional staff member from the covered professional staff. Each voting member will be elected by the constituency he/she represents. In addition, the candidate's representative to the School Promotion Committee will serve as a non-voting member of the University Promotion Committee, serving on the Committee only during discussion of the represented candidate.

3. *Criteria for Committee Service.* Prospective representatives may not self-nominate; in addition, all nominations must be seconded.

Prospective faculty representatives on School or University Promotion Committees must be of the Associate Professor rank or higher and must be on a rolling contract. No representative may serve on both the School and the University Promotion Committees.

4. Committee Functions

a. Start-Up Functions

- i. The University Promotion Committee will meet to establish institutional portfolio guidelines, a universal timetable and reinforce the language of the Master Agreement as common expectations for all faculty.
- ii. The School Promotion Committee will meet to review the institutional portfolio guidelines established by the University Promotion Committee, and to specify and clarify how these guidelines relate to any criteria particular to the structure and mission of the School or Program Unit.

b. School Promotion Committee: Functions

When reviewing and evaluating an applicant's portfolio, this committee will be responsible for following school/discipline - specific criteria for promotion as well as the universal criteria of the Master Agreement. The Committee will forward its recommendation to the appropriate Dean. The Committee will simultaneously inform the candidate and the University Promotion Committee of its recommendation.

c. University Promotion Committee: Functions

- i. This Committee reviews all faculty portfolios and their associated School Committee recommendations. The Committee also reviews and evaluates the portfolios of the Library faculty. The Committee reviews all portfolios to ensure integrity and equity in the promotion process and presents its recommendations to the Vice President for Academic Affairs.
- ii. This recommendation is also communicated to the candidate, the Dean, Program Director and the School Promotion Committee.

F. Annual Performance Evaluation For Covered Professionals

1. By June 1st of each year the next higher-level supervisor will submit a written performance evaluation for each covered professional in his/her department to the Director, Dean or Vice President of the division, with any appropriate recommendation regarding contract renewal and/or promotion. For those professionals who report directly to the Director/Dean or Vice President of the division, she/he will conduct the annual performance evaluation.

2. The evaluation process begins with the individual professional who is responsible for keeping complete and accurate records related to his/her professional growth and development. The information will be summarized in an annual self-evaluation report which is submitted to his/her next level supervisor.

3. The performance evaluation will consider the extent to which the professional has performed in relation to her/his position description and the specific performance objectives

which had been agreed to at the time of hiring or as part of the previous year's performance evaluation.

4. Each professional shall be apprised of her/his evaluation and the supervisor's or Vice President's recommendations prior to the evaluation report being submitted through the organizational levels of the division.

5. The professional will have the opportunity to comment, in writing, concerning his/her evaluation, and will sign the final evaluation document indicating that she/he is aware of the content.

6. A copy of the performance evaluation shall be placed in the professional's personnel file with all pertinent documentation.

7. Upon the recommendation of the appropriate supervisor(s), the President shall make final decisions regarding personnel matters arising from these performance evaluations.

G. *Promotion Of Professional Staff*

Should the responsibilities of a covered professional employee's position change to meet the needs of the University, individuals may be promoted or reclassified through the Promotion/Reclassification process administered by the Professional Staff Classification and Appeals Committee (PSCAC), Noted in Article I, A, and Article V, G. A promotion and/or reclassification is warranted when:

1. The need for the increased responsibility has been documented and approved by the Vice President and the Dean or Director of the division

2. The position description reflects increased administrative responsibilities.

3. Typically, the person in the position has served in the position for at least three (3) years at Southern New Hampshire and has performed at a meritorious level along with having been provided increased responsibility (Particularly in the event of promotion in title).

4. The individual in the position must have the qualifications and experience to act in the administrative capacity when representing the department.

5. Recommendations for promotions will be brought before the President's Executive Committee for consideration. Final approval will be made by the President. Typically, these requests must be submitted for approval during the budget development process. However, considerations may be given during the course of the year.

6. Such promotions are governed by Article I, F.

7. All promotion/reclassification requests will be reviewed by the PSCAC. Once the PSCAC has determined whether the classification level has increased, the Human Resources Office will perform a wage calculation for the individual in that position even if the classification does not change. Promotions and reclassification will lead to an increase in salary between 5% and 10%, subject to considerations of equity. In no case shall a promotion or reclassification result in a salary increase of less than 5%.

8. Salary adjustments made as a result of promotion are in addition to any negotiated salary increases covered by this or future agreements.

H. *Supplemental Performance Evaluations*

A covered employee or the University for stated reason(s) has the right to request, in writing, and receive a supplemental performance evaluation at any time using the evaluation guidelines and procedures set forth in Sections A or F above as appropriate. The supplemental performance evaluation process normally will include classroom observations in those instances where the employee has a teaching assignment.

ARTICLE VII
RANK AND POSITION QUALIFICATIONS AND CRITERIA

A. Faculty

Southern New Hampshire University is a multi-dimensional institution of higher learning, and the faculty conduct their teaching, advising, scholarly activity and service in diverse settings within the University.

While the individual schools may and the Library and Institute for Language Education (ILE) have developed criteria and expectations for each rank for their respective units, the following common standards and expectations apply to all faculty. Normally, faculty new to the University are appointed at the Instructor or Assistant Professor rank.

1. **Ranks.** The following full-time faculty ranks are recognized at Southern New Hampshire University:

- a. Lecturer -- The Association and the University agree that Lectureships may be established in each Academic department of the University to provide a more flexible faculty position to lessen the University's dependence on adjunct faculty and to assist the University in obtaining faculty for those positions that, because of market forces, are more difficult to fill. The position will be covered by this Agreement and Lecturers shall be eligible for membership in the Association and will be covered employees represented by the Association.

Lectureships will be limited to one appointment per department and no department may have more than one Lecturer at any one time. These Lecturers will have full faculty status in that they will receive full benefits. The designation of Lecturer will require neither a scholarly activity plan nor service on academic committees and the academic teaching load will consist of 24 credit hours annually in lieu of the current standard faculty teaching load of 21 credit hours.

Lecturers must have at least a Master's degree. Lecturers may apply for tuition grants for advanced study which may be granted on a case by case basis. Applications for tuition grants must be submitted to the Vice President for Academic Affairs who has the sole discretion in granting them. Lecturers will not be on the normal academic track and will serve at the pleasure of the University and employed as required by the academic needs of the University. Individuals serving in this capacity will be offered one-year contracts that may be renewed annually based on need and support from the department chair. If the Lecturer obtains a doctorate, either with University tuition aid or on her/his own initiative, then upon receiving the doctorate the Lecturer shall be eligible to apply for any open faculty position in the department at the first level of appointment to a regular faculty position. If appointed, academic rank at that time will be negotiated by the appointee with the University. Upon such regular appointment the University may appoint another Lecturer to that department.

Lecturers shall receive a base salary of \$40,000.00 upon appointment but no appointee shall receive a beginning salary exceeding the salary of any full time faculty member in the University School which hires the Lecturer. Once hired, Lecturers shall receive the annual salary increases negotiated by the Association.

- b. *Instructor* – Entry-level teaching position for a faculty member who holds a baccalaureate or master's degree and has had limited teaching experience.
- c. *Assistant Professor* – A teaching position for a faculty member who holds a

master's or other advanced degree in a field appropriate to the assigned teaching responsibilities and has had successful teaching experience at an accredited institution of higher learning. Exceptions to this minimum requirement are permitted only in individual cases where the faculty member has unique qualifications that meet a specialized need.

- d. *Associate Professor* – A teaching position for a faculty member who has an earned doctorate; or who holds a master's degree with appropriate professional certification. The faculty member should have a combination of professional and academic experience or other significant scholarly activities along with significant successful teaching experience at an accredited institution of higher learning.
- e. *Professor* – A teaching position that requires an earned doctorate in the field of assigned teaching. A faculty member with an "out-of-field" earned doctorate must have a combination of professional experience, research/publication, and/or additional course work in the primary teaching field. Significant long-term, effective teaching, academic advising, scholarly activity or service to the University are also expected.

Achievement of the rank of *Professor* represents a record of outstanding performance, significant personal involvement and long-term commitment to the University and its students. Those at the professorial rank are expected to assume leadership roles in program instructional improvement and in enhancing the quality of teaching, scholarship and service at Southern New Hampshire University, thereby giving vitality and direction to the continued academic development of the University.

2. *Expectations.* Southern New Hampshire University is an institution which strives for excellence in teaching. Attention to the quality of teaching and the importance of instruction is primary in the evaluation of faculty for promotion in rank. In order to qualify for promotion in rank, a faculty member must show evidence of continued growth and accomplishments since his/her appointment or last promotion as detailed in his/her Scholarly Activities Plan.

- a. The evaluation of faculty for promotion in rank builds upon the annual performance evaluation using the expectations cited in Article VI, B,2.
 - i. Effective Teaching
 - ii. Academic Advising
 - iii. Scholarly Activity
 - iv. Service to the University
- b. Each academic unit may add expectations and/or weights for promotion and rank based upon its unique characteristics.

3. *Time In Rank*

- a. Minimum time in rank at Southern New Hampshire University is as follows:
 - i. Instructor to Assistant Professor - 3 Years
 - ii. Assistant Professor to Associate Professor - 5 Years
 - iii. Associate Professor to Professor - 5 YearsFaculty are eligible to be considered for promotion in rank during their final minimal year in current rank. (E.g., Instructors may apply for promotion to Assistant Professor during their third year in rank.)
- b. For newly-appointed faculty members who have teaching or appropriate professional experience elsewhere or for current employees of Southern New Hampshire University who are appointed to the faculty, up to one year of time in rank credit may be granted to those appointed at the Instructor rank, and up to two years of time in rank credit may be granted to those appointed at the Assistant Professor or Associate Professor ranks. Any credit granted must be authorized by the VPAA and included in the letter of appointment.

- c. For newly-appointed faculty where a question of credentials arises, this matter will be decided by the VPAA, with appropriate consultation, and addressed in the letter of appointment.
4. The academic rank at hire should be determined by the same standards included in this document. However, the VPAA shall have at his/her sole discretion the right to assign rank in special circumstances which vary from the criteria set forth in this Article.
5. From time to time faculty may shift their responsibilities from one academic unit to another. When this occurs the faculty member carries his/her assigned rank and years in rank to the new assignment, but then must meet the criteria and expectations within that unit for future promotions in rank.
6. From time to time faculty may assume administrative responsibilities. When this occurs, the letter of assignment will specify the individual's rights and responsibilities with respect to time in rank or other issues of promotion and rank.
7. All professional staff currently employed by the University in an administrative capacity that have faculty rank, at the inception of this agreement, will retain such rank and their rights for advancement in rank. The President shall have authority, with his/her discretion, to grant faculty rank to staff members serving within the Academic Affairs Division, upon the recommendation of the VPAA.

ARTICLE VIII
CONTRACTS

A. Faculty

1. Faculty members, newly appointed to the faculty, shall receive one year contracts for their first four (4) years at the University. For the fifth year and thereafter, a faculty member will receive a three-year rolling contract, except as provided in ARTICLE VI, C, 8.

2. University employees appointed to the faculty from other employee categories (professional, management or operational staff), shall receive one year contracts for their first two (2) years in their faculty position. For the third year and thereafter, such a faculty member will be eligible to receive a three-year rolling contract subject to the evaluation process in Article VI, C. However, in no instance shall an employee receive a three-year rolling contract under this provision sooner than under A,1 above.

3. Faculty holding rolling contracts may continue to be renewed annually, thus providing the faculty member with a full three-year term. Should a faculty member on a rolling contract not be renewed, she/he may work out the remaining years on his/her contract or propose a settlement with the University. Nothing in this clause prevents the University from reinstating a faculty member to a new three year rolling contract during remaining two years should it desire to do so, or from proposing a settlement with the employee.

4. Faculty will be evaluated for performance and renewal as provided in Article VI, A.

B. Covered Professionals

1. Professional staff covered by the Master Agreement on June 30, 1990 and employed by the University subsequent to to July 1, 1990 retain or are eligible for three-year rolling contracts following the same processes detailed for faculty under Section A of this Article.

They will be evaluated annually for performance and renewal as provided in Article VI, F. Professional staff, who are covered by this section and who become faculty but subsequently revert to professional staff, will retain their rights hereunder.

2. Professional staff covered by this Master Agreement and employed by the University as professional staff subsequent to July 1, 1990 shall receive one-year renewable contracts while employed at the University. They will be evaluated annually for performance and renewal as provided in Article VI, F.

C. Renewal Dates

1. For continuing employees covered by this Master Agreement notice of renewal or non-renewal of annual or rolling contracts shall be given in writing on or before February 15 of each year, except as provided in C,2, below. Continuing employees shall respond regarding their intent to accept or decline a contract renewal on or before March 15 of each year. The University shall not be bound to honor a contract renewal if the employee has not returned his/her contract on or before March 15.

2. Covered employees who are in their first two years of employment at the University shall be given notice of renewal or non-renewal, in writing, on or before June 1. These covered employees shall respond regarding their intent to accept or decline a contract renewal on or before July 1. The University shall not be bound to honor a contract renewal if the employee has not returned his/her contract on or before July 1.

D. Renewal Rights

The University shall not refuse to renew a contract in the absence of just cause provided, however, that the University may decline to renew a contract due to planned reorganizations which result in the elimination of a position or retrenchment pursuant to Article XI. The just cause provision in this paragraph shall not apply to employees in their first two years of employment.

E. Termination For Cause

The University may suspend, discharge or otherwise discipline an employee during the term of his/her contract only for just cause.

F. Employment Contracts

Employment contracts, by reference, incorporate the terms of this Agreement and should conflicting

language arise, the terms of this Agreement shall prevail.

Any covered employee who assumes a different position within and for the University is considered to be continuously employed by the University. While such employee retains all the fringe benefits and privileges accrued, his/her salary may be adjusted to reflect changes in work year and/or responsibilities.

ARTICLE IX
CONTRACT YEAR/WORK YEAR

A. *Contract Year*

Annual employment contracts, between the University and employees covered by this agreement, commence on September 1st or date of hire and conclude on August 31st. All benefits and compensation extend for the entire contract year.

In the event that a University employee is terminated or is non-renewed or voluntarily resigns prior to the end of their work year (as defined in B below), benefits and compensation will terminate as of the last day worked. Accrued vacation will be paid, where appropriate. Such employee shall have the right to continue her/his disability and/or life insurance coverage at his/her expense. Such employees shall have their COBRA rights with respect to medical and dental coverage. Employees who leave the University and have fulfilled all their work year requirements will receive their appropriate pension benefit.

Any covered employee who retires effective at the conclusion of the contract year will retain his/her employment, compensation and benefits through August 31st of the year in which they retire. An employee anticipating retirement will receive a contract to reflect these conditions of employment.

B. *Work Year*

The work year defines the time span within which the obligations of the positions covered by this agreement are carried out. In matters regarding compensation and benefits, the contract year and not the work year, shall apply.

1. Professional 12-month employee - September 1st through August 31st
2. Professional 10-month employee - August 15th through June 15th – except for the work year for 10-month Resident Directors, whose 10-month work year will run from August 1 to May 31.
3. For faculty who teach predominantly in the undergraduate day program, the work year begins the day before the first day of classes for the fall semester and ends two (2) weeks after the traditional May commencement ceremonies.
4. For faculty who teach predominantly in graduate programs, the work year is three of four terms for programs using the quarter schedule and two semesters for the programs using the semester schedule. Normally, these terms will occur during the period September to June.
5. Institute for Language Education (ILE, formerly CLE)
The Center for Language Education, now renamed the Institute for Language Education (ILE) is part of the School of Liberal Arts. It operates on a year round basis. Full-time ILE faculty work on the same contractual basis as other School of Liberal Arts faculty, teaching the same annual academic load of 7 courses, with an approved Scholarly Activity Plan. The ILE faculty will teach within semester and term work schedules adjusted to meet the needs of the Institute. ILE faculty, therefore, will work the equivalent of two semesters per year at differing times of the year depending on program needs
6. Library Faculty - September 1st through August 31st.

ARTICLE X

WORK LOAD/RESPONSIBILITIES

A. Faculty

1. Faculty with an approved an Scholarly Activity Plan, in accord with Article VI, A, 2 will assume a seven -course teaching load, which is the standard teaching load for the University.
 - a. Faculty who are assigned two (2) or more responsibilities in the doctoral program (courses taught, coordination of doctoral examinations or supervision of doctoral dissertations) shall normally have a six-course teaching load.
 - b. Library faculty who have an approved Scholarly Activity Plan will receive an annual reduction of 160 hours from regular duties. The actual scheduling of the reduction shall be arranged to recognize the activities to be undertaken and to assure full coverage of the library as required during the regular school year using the current number of library faculty to provide such coverage.
2. Faculty appointments are normally school or program specific. However, the University wishes to encourage joint appointments as they are in the best interests of the University, its students and its faculty. Joint appointments must be consistent with the policies, practices and governance processes of the schools involved. A faculty member having a joint appointment will continue to maintain residency in a specific school and will be obligated to teach and perform her/his required assignments in a combination that meets the minimum work load requirements for a faculty member as specified in paragraph "1" above and as specified in other relevant portions of this document. The University will endeavor to make a best effort to schedule joint appointments.
3. The University recognizes that a six-course faculty teaching load is a worthy goal of the University when we can afford it. The University agrees to study the financial viability of a six-course load and to make a good faith effort in this regard. The University agrees that the Dean of each School, in consultation with the entire faculty of the respective Schools, will develop criteria for scholarly activity that warrants a six-course load. Once reviewed by the Vice President for Academic Affairs (VPAA) and the Academic Council, these criteria will be made widely available in the Schools. The final decision for a six-course load will be made by the Dean of the School in consultation with the VPAA.

B. Overload Teaching

1. Faculty and staff are neither required nor encouraged to teach on an overload basis. During the work year of the covered employee, overload teaching is not permitted (except as noted below) unless the University requests a faculty or staff member to assume an overload teaching assignment.
2. Normally, no more than one (1) overload teaching assignment may be assumed by an individual at the same time during the work year, except as noted below.
3. Faculty shall have priority to teach in the , Summer Day School, Summer ILE, Summer Graduate School (when such teaching is not part of the faculty member's work year), Summer CE or DE (Terms 5&6) or BASHA.
 - a. Normally, no more than three (3) overload teaching assignments may be assumed by a faculty member at the same time in the terms listed above.
4. Qualified professional staff shall have priority during their normal work year to assume up to three (3) overload teaching assignments on a requested or voluntary basis, subject to the restriction that no more than one (1) overload teaching assignment may be assumed by an individual at the same time during the work year (per Article X,B,2).
 - a. However, professional staff normally may teach up to two (2) overload teaching assignments in each term during the Summer CE or DE sessions (Terms 5 & 6).
 - b. Professional staff will have second priority after full-time faculty for overload teaching assignments during Terms 5 & 6 of CE and DE.

5. Notice of the availability of undergraduate and graduate courses for teaching shall be given by the University to faculty and professional staff as soon as practicable. Faculty and professional staff cannot be guaranteed a course if their request comes more than 30 calendar days after the notice of availability

6. Normally, no more than six (6) overload teaching assignments (requested and/or voluntary) may be assumed by an individual during a contract year.

7. The VPAA shall assign and monitor overload teaching in light of accreditation expectations, institutional needs, teaching performance and in relationship to an individual's professional development activities.

8. Savings which may be realized from this approach to overload teaching from that in the prior Agreement, shall be used to support additional full-time faculty positions.

C. Other Assignments

1. Deans and Directors will review annually faculty and professional staff work loads to ensure workload equity and assignment of overloads among unit faculty and professional staff.

2. From time to time faculty and professional staff may be requested to perform major coordination or major administrative duties related to certain aspects of programs in addition to the normal duties. When professional staff or faculty accept such duties, these duties will be considered in the total assessment of their work load for the year and appropriate compensation, released time or course reduction must be offered. Compensation principles for such responsibilities appear as Exhibit F.

3. The teaching responsibilities and other duties of the faculty member as specified in this Article, will be assigned by the Deans in consultation with the Division/Department Chairs/Area Coordinators.

4. The President of the Association shall have released time under this Agreement during the term of the individual's presidency. The University agrees that should the President be a faculty member, that individual shall have a one course reduction per semester or term teaching load. If the President is a member of the Professional Staff, the reduction will consist of one quarter of the individual's work time.

D. Class Size

Class sizes will be recommended for each course by the respective Division/Department Chair, Area Coordinator, Program Director and Deans of each school. In each case the Dean of each school will have the ultimate authority in determination of the individual class sizes.

E. Faculty Responsibilities

1. Southern New Hampshire University is primarily a teaching institution. Teaching faculty with full time appointments shall regard Southern New Hampshire University as their primary employment and shall devote sufficient time to constitute full-time teaching. A faculty member, in accepting appointment, has a principal obligation to identify her/his professional welfare with the welfare of the University. His/her responsibilities include the specific items listed below:

- a. *Effective Teaching as documented by the Dean, Program Director, peers and students.* This involves adequate preparation for classes, maintenance of high professional standards of quality and advising *students on curriculum matters.*
- b. *Academic Advising* - faculty are expected to provide academic advising to students and to be available to students during scheduled office hours or at other times as indicated in Article X, E,e.
- c. *Scholarly Activity* – the University recognizes the value of various types of creative and intellectual activity, including but not limited to those activities presented by the Carnegie Foundation for the Advancement of Teaching in Ernest L. Boyer's publication Scholarship Reconsidered published by the Foundation in 1990.

- i. The Scholarship of Teaching
 - ii. The Scholarship of Discovery
 - iii. The Scholarship of Integration
 - iv. The Scholarship of Application
- d. *Service to the University* may include such activities as
 - i. Demonstrated commitment to students by active participation in University-wide academic and/or co-curricular activities.
 - ii. Advising student organizations
 - iii. Service on governance committees
 - iv. Service on community organizations
- e. *Availability* - A minimum of five (5) scheduled and posted office hours per week, devoted mainly to student advising, are required of all full-time faculty members. In addition, faculty shall be available to assist students and colleagues during periods such as student orientation, registration, pre-registration, add/drop, and open houses/counselor tours according to a schedule communicated by the Deans at the beginning of each academic year. Such schedule shall be reasonable and linked to the marketing, recruitment and retention goals of the University.

F. Professional Staff Responsibilities

1. Each professional staff position will be defined by a job description which will include:
 - a. Position title
 - b. Position responsibilities and authority
 - c. Minimal qualifications of education and experience
 - d. Professionals shall serve on University committees, represent the University, attend school and/or Divisional/Departmental meetings as called, support authorized student functions and perform other duties as reasonably requested.
 - e. Professionals are expected to be conversant with current developments in their respective disciplines, to participate in outside professional activities, and to maintain relationships with appropriate societies, industries and agencies. The University shall reasonably support such activities as resources permit.
2. All professional employees shall perform the duties set forth in the job description and devote the time necessary to perform those duties. The job description will include the business hours normally expected for the fulfillment of their responsibilities. Professional staff members performing extraordinary demands which exceed their normal professional responsibilities may, with the approval of their immediate supervisor, be granted appropriate leave time as long as it does not interfere with the operations of the office. Paid teaching and other activities for which staff members are compensated/reimbursed are not included in the definition of "extraordinary demands." Supervisors will work out with the appropriate Vice President, Dean, or Director the process of notification for such leave time.
3. Professional staff members who are required to work on days which are national holidays observed by the University shall be entitled to compensatory days off.
4. Professional staff may, when qualified and approved, teach in the schools of the University with the permission of their Executive Council Officer. Such approval shall not be unreasonably withheld, provided such teaching shall not interfere with normal job responsibilities.

G. Responsibilities Of Division/Department Chairpersons, Area Chairs And Directors

The roles and responsibilities of Division/Department Chairpersons, Area Chairs and Directors shall be recommended by the appropriate committees or persons of each school and approved by the appropriate Executive Council member as specified within the governance process.

H. Consulting And Other Professional Activities

1. Faculty members and professional staff may assume outside consulting and other

professional activities, provided such commitments do not interfere with University obligations. University services and resources shall not be used in support of private, income-producing activities.

2. No faculty member or professional staff member may accept a teaching or other appointment at another college or university during the academic year without prior approval from the appropriate Executive Council member. Such approval shall not be unreasonably withheld, provided such appointments do not interfere with the institutional needs of the University.

3. Faculty and professional staff are required to summarize consulting and other external professional activities on their annual performance review self report.

ARTICLE XI

PROGRAM FLEXIBILITY AND RETRENCHMENT

A. *Program Flexibility*

The University maintains program flexibility by being responsive to unfavorable regulatory, economic, demographic/enrollment and other environmental conditions.

The following actions may be taken by the President, or designee, in consultation with appropriate administrators and the Executive Board of the Association in order to retain such flexibility. These actions may remain in effect for no longer than one year, which will permit the necessary time to study, confer and agree to any necessary longer-term changes. The University will make available to the Association the data and information used to determine the need for program flexibility.

Program flexibility alternatives which may be implemented by the President will include, but are not limited to:

- increased load, or reassignment when qualified at the request of either the institution or the employee
- early retirement opportunities
- load and/or salary reductions
- leaves of absence
- reduction in the overload pay rate
- reduction of non-essential personnel through attrition
- termination of non-essential temporary or part-time employees
- suspension of sabbatical leaves and other professional development benefits.

B. *Retrenchment And Reduction In Force*

Retrenchment can only occur in the case of bona fide financial exigency. Bona fide financial exigency is defined as an imminent financial crisis which threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means.

Prior to a declaration of financial exigency, the University shall have availed itself of all reasonable alternatives to declaring financial exigency. This includes the alternatives listed as part of A. above. If the University judges that the alternatives in A. will not relieve the condition of bona fide financial exigency, then the following should occur:

1. The Board of Trustees of Southern New Hampshire University should request that the Association reopen negotiations with the expectation that these negotiations will occur in a timely manner. The Board will make available to the Association all data and information used to determine financial exigency, as well as any other financial information requested by the Association.

2. After all of the above alternatives have been considered and enacted and bona fide financial exigency still exists, the Board can act to implement a reduction in force in accordance with the following guidelines:

- a. Financially viable academic programs should be retained and supported, and the appropriate academic standards be maintained.
- b. Other programs and functions that are judged essential to the operation of the University must be maintained.

The programs cited in items a. and b. are to be evaluated and staffed at the level appropriate to the current financial situation. Those programs or services that do not fall into categories a. and b. above may be considered for termination. Personnel terminations will be guided first and foremost by the principle of program need. Other guiding principles shall include rank (where appropriate), seniority and performance. Personnel who are terminated and who have rank and/or seniority and who qualify for other positions within the University must be considered for reassignment to another

appropriate position.

3. Persons discharged as a result of a reduction in force shall be advised of the opportunity for re-employment in the same position or in other positions for which they may qualify that become vacant at the University for two (2) years succeeding the year in which the reduction in force took place. Notification of openings will be via certified mail to the last known address, and application for the vacancy must be made within ten (10) days after receipt of the notice. Persons who have been discharged as a result of a reduction in force are responsible for notifying the Human Resources Office of any change(s) in mailing address.

Anyone selected for a position in this manner must indicate acceptance of it in writing within twenty (20) days of the receipt of the written offer. A person reinstated or appointed under these conditions will not lose any previously accumulated seniority. However, seniority will not be accumulated while not actively employed by the University.

ARTICLE XII

SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVES

A. *Sabbatical Leaves*

1. A faculty member is eligible to apply for sabbatical leave during or after his/her seventh consecutive year of service to the University and may receive such leave after having given seven consecutive years of service and "earns" a sabbatical for each seven years worked. A sabbatical period is counted toward credit for work for the accumulation of seven years. In the event that a covered employee has not taken a sabbatical leave during any year(s) of eligibility for such leave and has accumulated such eligibility she/he may not "bank" this eligibility so as to qualify for consecutive years of sabbatical leave. However, if the University requests the postponement of a previously granted sabbatical, and that postponed sabbatical is subsequently taken, the seven year waiting period for a subsequent sabbatical shall be reduced by the length of the postponement.

2. Sabbatical leaves for faculty assigned to the Library and the Institute for Language Education will be granted for one semester at full salary and full benefits or for two semesters at half salary and full benefits.

Sabbatical leaves for all other faculty are granted for one semester at full salary, full benefits and a release of 9 credit hours of teaching for those faculty who have a traditional teaching assignment in the undergraduate or graduate degree programs.

For faculty on the quarter academic calendar the sabbatical leaves are granted for one term (quarter) at full salary, full benefits and a release of 9 credit hours of teaching. In addition, such faculty shall be released from all administrative/committee assignments in the term (quarter) following their sabbatical term.

Sabbatical leaves for faculty are also granted for one contract year at half salary, full benefits and a release of 21 credit hours of teaching for those faculty who have a traditional teaching assignment in the undergraduate or graduate degree program.

3. A professional staff member is eligible to apply for sabbatical during or after his/her fourth consecutive year of service to the University and may receive such leave after having given four consecutive years of service and "earns" a sabbatical for each four years worked. A sabbatical period is counted toward credit for work for the accumulation of four years. In the event that a covered employee has not taken a sabbatical leave during any year(s) of eligibility, he/she may not "bank" this eligibility so as to qualify for consecutive periods of sabbatical leave. However, if the University requests the postponement of a previously granted sabbatical, and that postponed sabbatical is subsequently taken, the four year waiting period for a subsequent sabbatical shall be reduced by the length of the postponement.

4. Sabbatical leaves for professional staff normally are for three (3) months with full salary and full benefits or six (6) months with half salary and full benefits.

5. Sabbatical leaves are granted for the purpose of professional development, and each applicant is required to submit a sabbatical proposal which relates to his/her professional development plan including anticipated benefits to the individual and the University.

6. Sabbatical applications will be considered according to the following annual timetable:

- a. *December 1:* Candidate submits application and supporting materials to the University Faculty Development Committee and her/his appropriate School Dean, Program Director and the VPAA.
 - b. *February 1:* VPAA reviews recommendations and associated costs and scheduling with appropriate Dean or Director.
 - c. *March 1 5:* VPAA informs all applicants of the decision regarding their proposed sabbatical period.
7. Sabbatical applications and supporting materials will be submitted by December 1st as follows:
- a. Faculty will submit their application and supporting materials to the University Faculty Development Committee.
 - b. Professionals will submit their applications to the President of the University who will arrange for an appropriate committee of two covered professionals appointed by the Association and two professionals appointed by the President to review the application.
8. These Committees will develop a prioritized list judging the sabbatical proposals using the following criteria:
- a. quality and coherence of sabbatical plan,
 - b. significance of sabbatical topic to the individual's Scholarly Activity Plan and future direction of the University,
 - c. length of time since individual's previous sabbatical leave.
9. The Committee shall submit and discuss their prioritized recommendations with the appropriate School Dean, Program Director or the VPAA so that associated costs, program needs and scheduling can be considered.
10. Nothing in this article shall be construed to prevent any Association member on sabbatical leave from receiving a grant for further study or work from any organization or institution of higher learning other than Southern New Hampshire University.
11. Association members returning from a sabbatical leave shall file a final written report on their sabbatical within three (3) months of their return. This report shall be filed with the VPAA. Association members returning from a sabbatical shall make themselves available for public presentations, as planned by the VPAA, regarding their sabbatical experience.

B. *Internship Leaves*

1. Covered full-time faculty and professional staff shall be eligible for internship leave after four (4) years of full-time service to the University.
2. Internship leave shall be requested, in writing, through the appropriate Supervisor for a decision by the appropriate Executive Council member. Such requests shall be made prior to December 1 of the year prior to the year in which the leave is to be granted.
3. Internship leaves shall be for a period of up to one year and will count as time for seniority of University service, time in rank for promotion and time in service for sabbatical leaves. In unusual circumstances, internship leaves may be renewed for a second year, but such time will not be normally counted for seniority, time in rank or time in service for sabbaticals. Such renewals must be approved by the President.
4. Internship leaves are granted without pay, but applicable University-provided fringe benefits will be continued by the University. These benefits are provided with the agreement that the recipient shall return to the service of the University for at least one year

following the leave or reimburse the University for the University's share of the benefits provided while on leave.

5. Once the leave has been approved, an agreement is to be made in writing between the employee and the University regarding the dates and terms under which the leave is granted. This agreement shall obligate the University to return the employee to their original position or to a similar position.

C. *Limitations*

1. The University reserves the right to limit sabbatical or internship leaves for Financial and/or program staffing considerations.

2. Sabbatical or Internship leaves are granted for the purpose of professional development. A covered employee normally may not accept teaching assignments at SNHU or at other institutions of higher education unless part of a previously approved plan for the sabbatical, nor may she/he accept paid employment which is not related to the sabbatical leave.

ARTICLE XIII OTHER LEAVES

Except as otherwise provided in this agreement, the following leaves are designated:

A. *Leaves With Pay*

It is recognized that leaves of absence with pay are appropriate for illness, personal emergencies, and performance of certain civic responsibilities. A leave of absence with pay is a leave during which an employee is not required to perform regular University duties, and will be paid as follows:

1. *Disability Leave.* The University agrees to continue providing short- and longterm disability coverage. Covered employees will be provided full salary for thirty (30) calendar days of a physician-approved disability. Commencing with the thirty-first (31st) day of disability, the employee will be covered under the University's short-term disability benefit. For more details regarding short- and long-term disability, refer to Article XVIII, E, Fringe Benefits, of this Agreement.
2. *Personal Emergencies*
 - a. Covered employees shall be granted a leave with pay for up to six (6) business days in the event of an immediate family member's death. Immediate family members are: spouse, parent, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, grandchild and other family members living in the immediate household.
 - b. Covered employees shall be granted a leave with pay for up to seven (7) consecutive business days for the care of a seriously ill or injured member of the immediate family in an emergency situation. (See also FMLA leave - Article XIII, C.)
3. *Personal Leaves.* After six months of full-time service, covered employees may take up to three (3) days of personal leave during a contract year. Such time will not be cumulative from year to year. Prior notice shall be given to the appropriate supervisor before leave will be granted.
4. *Jury Duty.* Covered employees who are required to be absent for jury duty will receive full salary from the University. The University will not seek at any time to change an employee's assigned dates for jury duty without the employee's written consent.
5. *Maternity Leave.* Leaves of absence related to pregnancy shall be handled as per the provisions of the University's disability leave as detailed above.

B. *Leaves Without Pay*

1. Leaves of absence without pay may be granted to covered employees who have completed three or more years of service with the University. Employees who have not completed three years of service with the University may be eligible for leave under the Family and Medical Leave Act of 1993. For more information regarding the Family and Medical Leave Act, refer to Section C of this Article.
2. Leaves of absence without pay may be granted for up to six months, as approved, for personal reasons such as military service, paternity, adoption, political, and to extend leaves due to pregnancy beyond the disability period. An employee requesting leave will be required to exhaust all earned-to-date vacation and/or personal leave at the commencement of the leave period.
Comment: is this fair for military service personnel, to make them give up their vacation time?
3. Covered employees granted leave under this policy will continue full benefit coverage. The employee, however, will be expected to reimburse the University for the weekly single or family health insurance premium. The University will recover its share of the premiums paid during leave if the employee fails to return to work after leave or returns but fails to remain at least thirty (30) calendar days.
3. Leaves of absence without pay shall be requested in writing to the appropriate Supervisor, Department Chairperson, Academic Coordinator, Dean, Director or Vice President. For leaves of less than one (1) month, such requests should be made two (2) weeks in advance. For leaves of greater length, one (1) month's prior notice shall be required. Upon recommendation

from the appropriate Executive Council-level officer, the President shall have final approval/disapproval authority.

4. Once the leave of absence without pay has been approved, an agreement between the employee and the University will be executed to specify the date and terms under which the leave shall commence and the employee's return to work. A copy of this agreement will be placed in the employee's personnel file. Forms are available in the Human Resources Office.

5. This agreement shall not obligate the University to return the employee to the same position. However, the University will make every good faith effort to return the employee to his/her former position or to a similar position if one is available. Note: military?

6. Upon return from leave, all seniority and applicable benefit status shall continue as prior to leave. If the employee does not return to work as previously agreed, it shall be deemed a voluntary termination. In this instance, the employee will be billed for the cost of the benefits that had been extended for that leave.

C. *Family And Medical Leave Act (FMLA)*

1. All active regular full-time and regular part-time employees who have one full year of service and who have worked a minimum of 1250 hours in the previous twelve months will be eligible for up to twelve work weeks of unpaid leave in a twelve month period for the following events:

- a. the birth and first year care of a child;
- b. the adoption or foster placement of a child in the employee's home;
- c. to care for a spouse, child or parent with a serious health condition; or
- d. the employee's own serious health condition;

Note: An employee may be eligible for paid leave under the short-term or long-term disability policies in the event of his/her own serious health condition.

2. Association members should contact the Human Resources Office for more detailed information regarding the Family and Medical Leave Act and to discuss individual situations.

ARTICLE XIV
MISCELLANEOUS WORKING CONDITIONS

The University will provide each covered employee with appropriate equipment, facilities, support services, and secretarial services which, in the judgment of the University, are necessary for the employee to perform his/her assignment.

A. *Office Space*

1. Suitably equipped and secure office space shall be provided for each covered employee who shall also be provided with keys granting access to his/her office and mail box (if such facilities have been provided) during such times as the University facilities are normally open for business. The parties agree that access to a covered employee's desk and personal files shall be only with the authorization of the covered employee.

2. Before there is a change in a professional staff/faculty member's office location, or before there is an alteration of the immediate working environment of an employee to a degree that may impede the member's work effectiveness, the appropriate Dean, Director or Vice President shall notify all affected Chairpersons or Directors. The University will attempt to provide this notification, except in emergency situations, ten (10) days prior to the date scheduled for the move or work environment change. Where moves are made and it is practical, the objectives of such moves will be to encourage the cohesiveness of the work unit.

B. *Educational Materials And Texts*

1. Instructional faculty shall select the course materials and texts for courses for which they are professionally responsible, but such selection shall be approved by the appropriate Supervisor and shall be in conformance with published course syllabi or catalog course descriptions.

2. Faculty members shall be provided with materials and equipment for daily instructional or supportive responsibilities, including an individual copy of each textbook required in any course for which the faculty member is responsible. Every reasonable effort shall be made to provide such material in a timely manner.

Secretarial Services

Covered employees shall be entitled to adequate secretarial services in the performance of their duties and responsibilities. Requests for such service normally shall be channeled through one's immediate Supervisor and/or Division/Department Chairperson and Dean. The request shall be part of the institutional budgeting process.

D. *Miscellaneous Support Conditions*

1. Covered employees shall have reasonable access to the University's computer resources for the support of their teaching and academic research.

2. The University will continue to secure certain library privileges with other libraries on a reciprocal basis for those employees requiring access to such resources for scholarly research.

3. As soon as practical after the commencement of the academic year, but not later than September 30th the University will provide each new employee a current professional employee handbook in order to provide them with information useful for the carrying out of their duties concerning the rules, practices and procedures of the faculty and professional staff and the University.

4. Personn

el files will be maintained in a central location (the University Human Resources Office) and as required by applicable laws and regulations. Employee personnel files

will be accessible to each individual employee during the normal business hours of the University.

5. The University recognizes its obligation to provide reasonable financial resources to support scholarly activities within its budgeting constraints.

ARTICLE XV

SPONSORED RESEARCH/GRANTS

A. *Grant Funded Programs.* Employees may, with the approval of the administration, initiate, develop and/or design grant requests and shall have priority to operate programs funded by such grants and shall not be unreasonably deprived of assignments in such grant programs except for good cause. Administrative approval for a covered employee to be released from his/her primary responsibilities in order to operate such programs must be obtained prior to the submission of such grant requests.

B. *Ownership of Contracted Materials.* If the University contracts with a covered faculty member or member of the professional staff solely for the development of curriculum or other proprietary materials or programs, then the materials developed, the copyrights, the royalties and patent rights shall be the property of Southern New Hampshire University.

C. *Other Intellectual Property Ownership.* Except as set forth in B above, the parties agree that publishing royalties and patent rights are the property of the author or inventor unless those royalties and patent rights have been assigned as a condition of the sponsoring agency and/or the University, as long as both the University and the individual faculty/professional staff member have signed the said agreement.

D. *University Name Use.* The name of the University shall not be used in connection with inventions or discoveries and copyrights in which the University has no interest, without prior written permission from the President or his/her designee. This same restriction applies to the use of the name of the University on any commercial publications concerning a product in which the University does not have an interest.

E. *Waiver Process /Authority.* Either party, the individual faculty/professional staff member or the University, may waive its rights under this Article if it so chooses. The President or his/her designee will have the authority to act for the University in this matter.

ARTICLE XVI
DUES DEDUCTION

1. The University agrees to provide dues deduction for the Association for those individuals who are covered by this agreement and elect to have such deductions made.
2. The amount of such deduction shall be determined by the Association.
3. All amounts so deducted shall be forwarded to the Treasurer of the Association within ten (10) days of each payroll date.
4. The administration and accounting for such funds shall be the sole responsibility of the Association and the Association shall indemnify and hold the University harmless for claims on account thereof.

ARTICLE XVII SALARY

A. *Salary Adjustment*

1. For the September 1, 2005-August 31, 2006 contract year, the University will provide a salary adjustment of 3.2 % of the June 30, 2005 base salary for each continuing covered employee plus a budgeted amount equal to 0.5 % of the total June 30, 2005 base salaries of covered employees to be allocated by the joint University/Association Equity Committee to address equity adjustments for covered employees.

2. For the September 1, 2006-August 30, 2007 contract year, the University will provide a salary adjustment of 3.5% of the June 30, 2006 base salary for each continuing covered employee plus a budgeted amount equal to 0.5 % of the total June 30, 2006 base salaries of covered employees to be allocated by the joint University/Association Equity Committee to address equity adjustments for covered employees.

3. For the September 1, 2007-August 30, 2008 contract year, the University will provide a minimum salary adjustment of 3.0% of the June 30, 2007 base salary for each continuing covered employee plus a budgeted amount equal to 0.5% of the total June 30, 2007 base salaries of covered employees to be allocated by the joint University/Equity Committee to address equity adjustments for covered employees. The University will make a good faith effort to provide a higher salary adjustment to continuing covered employees than the minimum agreed to by this clause. A good faith effort of the Board of Trustees upon consultation with the Executive Committee of the Association..effort will be determined by the Board of Trustees upon consultation with the Executive Board of the Association.

4. For the September 1, 2008-August 30, 2009 contract year, the University will provide a minimum salary adjustment of 3.0 % of the June 30, 2008 base salary for each continuing covered employee plus a budgeted amount equal to .5% of the total June 30, 2008 base salaries of covered employees to be allocated by the joint University/Association Equity Committee for equity adjustments for covered employees. The University will make a good faith effort to provide a higher salary adjustment to continuing covered employees than the minimum agreed to by this clause. A good faith effort will be determined by the Board of Trustees upon consultation with the Executive Board of the Association.

5. For the September 1, 2009-August 30, 2010 contract year, the University will provide a minimum salary adjustment of 3.0% of the June 30, 2009 base salary for each continuing covered employee plus a budgeted amount equal to 0.5% of the total June 30, 2009 base salaries of covered employees to be allocated by the joint University/Association Equity Committee for equity adjustments for covered employees. The University will make a good faith effort to provide a higher salary adjustment to continuing covered employees than the minimum agreed to by this clause. A good faith effort will be determined by the Board of Trustees upon consultation with the Executive Board of the Association.

B. *Performance Incentives for Professional Staff*

The following Performance Incentive Plan also will be in effect:

1. Covered professionals will receive an annual performance evaluation and may be recommended for a merit salary adjustment in addition to the contracted salary increase by their supervisor.

2. Eligibility for merit salary adjustments criteria shall be the same as for noncontracted professionals.

a. The individual must have been employed on a full-time basis before January

- 1 of the current contract year.
- b. Individuals who have been employed on a full-time basis before January 1 of the current contract year, but who have not been recommended for merit will receive the contracted salary increase for the year.
- c. Individuals hired after January 1 of the current contract year who have satisfactory performance reviews receive a general salary adjustment reflective of cost of living.

3. Individuals receiving an unsatisfactory performance review will receive no salary increase. However, a second review will be conducted in three months, and, if performance is satisfactory, then the individual will receive the cost of living or contractual increase, whichever is appropriate, retroactive to the original implementation date.

C. *Overload Teaching*

Overload compensation for full-time faculty and covered professionals shall be \$3,200 per 3-credit hour course for the duration of this contract.

D. *Faculty Promotions*

Salary increases for promotion to the several ranks will be as follows:

Instructor to Assistant Professor	\$3,000
Assistant Professor to Associate Professor	\$4,000
Associate Professor to Professor	\$5,000

These adjustments will become effective September 1st in the year in which the faculty member is promoted and will be added to base salary after any general adjustment.

E. *Salary Equity*

The University and the Association continue to acknowledge their commitment to maintain equity in faculty and professional salaries. To this end, an on-going joint University/ Association Equity Committee will address salary equity matters. This will include the development and maintenance of a salary matrix for faculty salaries that will incorporate qualifications, rank, discipline and years of service at SNHU. The Committee will also conduct salary equity studies and monitor position and salary offers to new hires. This Committee shall become a permanent standing committee of the University, and its initial members shall be those members serving on the date of commencement of this contract.

The University agrees to address and compensate covered faculty and professional staff for all gender and other inequities that exist at the University. The University has agreed to allocate an amount equal to 0.5% of the salaries of covered faculty and professional staff each year of this Master Agreement for this purpose. The joint University/Association Equity Committee previously established under the Master Agreement will continue to function and to meet regularly. The University has agreed that it will have met faculty gender equity payments during the 2004-2005 contract year. Professional Staff gender equity adjustments will be made during the 2005-2006 contract year with all other equity issues addressed and salary adjustments made over the remaining years of this Master Agreement.

After the completion of the present review of salaries, the Committee will be called to meet when either the President of the University or the President of the Association believes there is a matter to be reviewed by the Committee or when three members shall request that the Committee meet. The function of the Committee shall be to assure continued review and implementation of equitable salaries.

F. *Retirement*

1. The employer retirement contribution will be 8% of base salary during the 2005-2006 contract year. Beginning in the 2006-2007 contract year the University will contribute an amount equal to 8.25% of a covered employee's annual salary to the covered employee's retirement account and for each of the remaining years of this Agreement, the University will contribute an additional amount equal to 0.25% of the covered employee's annual salary to the covered employee's retirement account. Therefore, in the 2009-2010 contract year the

University's annual retirement contribution to the covered employee's retirement account will be an amount equal to 9% of the covered employee's annual salary .

2. The University, subject to the approval of the Board of Trustees, agrees to place all of its retirement plan funds with TIAA/CREF. Such placement will be for the purpose of better access to information by each plan participant, the ability for each vested participant to move funds within the TIAA/CREF family of funds and to provide a more timely payment of benefits upon retirement.

3. The University agrees to continue to examine and propose a plan for the earlier than at present periodic payment of earned contribution to the University's retirement plan.

G. Retirement Opportunity

Faculty or professional staff who have reached the age of 55 and have a combination of age and full-time service at the University that total 80 years or more are eligible for a phased retirement program. Those eligible may elect a reduced workload of 50% for a period of up to two (2) years. While on the reduced workload schedule, the individual will receive a corresponding percentage reduction in base salary but will retain his/her rights to fringe benefits.

1. Individuals who elect the phased retirement program are obligated to retire no later than the end of the second year.

2. Individuals who wish to enroll in the phased retirement program must declare their intent on or before February 1 of the contract year prior to their being enrolled in the program. Professional staff that enroll in the phased retirement program may be required to assume modified job responsibilities to meet the needs of the University.

3. Those covered employees taking advantage of the retirement incentive opportunity will have access to the University's medical plan at the COBRA rates (without additional administrative fee) until the covered employee reaches the age of 65, subject to acceptance by the University's medical plan carrier. After age 65, retired covered employees and their spouses will have access to the University's group medigap plan at whatever rate charged by the group plan.

H. Alternative Early Transition Opportunity

The intent of the University is to offer the following Alternative Early Transition Opportunity (AETO) subject to compliance and consistency with federal guidelines.

Covered employees who have reached the age of 55 and have a combination of age and full-time service that total 80 years or more shall be eligible for the existing Phased Retirement Program (Article XVII, G) or this Alternative Early Transition Opportunity.

1. Eligible individuals selecting this AETO must notify the University of this decision on or before January 1 of the retirement year.

2. No more than five (5) individuals may be awarded this early retirement in any one year. If more than 5 individuals apply and are eligible, the University, at its sole discretion, will select the five (5) individuals. Notification of AETO recipients will take place by January 15.

3. Individuals selecting this AETO will receive an additional payment equal to 100% of their final employment year's salary upon retirement. This award will be paid in two equal installments on January 1 of the each of the following two calendar years upon retirement.

4. The University shall grant the early retiree an additional monetary amount equal to the University's current payment of the retiree's medical insurances for one year. Payment of this amount will be made on August 31 of the retiree's retirement year

5. Covered employees taking advantage of this early retirement opportunity will have access to the University's medical plan at the COBRA rates (without additional administrative fee) until the retiree reaches the age of 65, subject to acceptance by the University's medical plan carrier. After age 65, retired covered employees and their spouses will have access to the university's group medigap plan at whatever rate charged by the group plan.

I. Professional Development Funding for Faculty and Staff

The Association and The University agree that the University will increase development funds for covered faculty and professional staff 5% each year of this Master Agreement. (Funds for the 2004-2005 fiscal year were \$275,000.) The University further agrees to “roll-over” 10% of all unused development funds each year to the following year. The University agrees to furnish the Association with a detailed annual accounting of the use of said development funds, specifying dollar amounts and purpose. The University also agrees that such development funds will not be used for administrative purposes such as faculty recruiting, admissions, or for other administrative activities. Nor shall such funds be transferred to other accounts by the University, except into other accounts used for professional development, such as travel. The University will see that such funds are distributed fairly among the covered faculty and professional staff

ARTICLE XVIII **FRINGE BENEFITS**

The University provides a fringe benefits program for its employees. The following sections summarize the major components of this program. Full documentation can be obtained the Human Resources Office of the University.

Health insurance is effective upon date of hire, and dental insurance is effective on the first of the month following the date of hire. Life insurance is effective immediately upon date of hire and disability insurance is effective the first of the month following 90 days of full-time employment.

A. Medical Benefits

Medical coverage is offered by the University. Medical coverage contracts are typically re-bid and negotiated on an annual basis and typically offer the employee several choices as to types of coverage. Currently the plan year begins on January 1. For the coverage selected, the employee shall pay 15% of the premium cost on a pre-tax basis for the selected coverage for the duration of this Agreement. The medical benefits will include domestic partners as determined and certified by the carrier. The coverage, carrier, and the actual premium cost to the employee may vary each year depending upon the changing costs of the medical coverage selected. Association representatives will continue to serve on the University-wide committee that reviews the medical plan.

B. Dental Insurance

The University's dental coverage plan will continue as follows:

Coverage A = 100% coverage for cleanings, x-rays, sealants, etc.

Coverage B = 100% coverage for fillings, root canals, oral surgery, etc.

Coverage C = 50% coverage for bridges, crowns, dentures, etc.

(Coverage A, B, and C have a combined maximum benefit per plan year of \$2,500 per covered member)

Coverage D = 50% coverage for orthodontics (\$3,000 lifetime maximum benefit; only dependent children to age 19 are eligible for this coverage D).

Plan year deductible (Sept. 1 - Aug. 31) on coverages B and C:

\$25.00 single

\$50.00 two family members

\$75.00 maximum for three or more family members (satisfied by any combination of family members)

The cost of the dental plan is paid for by the University for the individual employee.

Family coverage is offered at \$4.00 per week as a pre-tax deduction.

C. Flexible Spending Accounts (FSA's)

1. Health care and Dependent care spending accounts will continue to be offered as an optional benefit; participation levels available are those permitted by law.

2. Participation is conducted through payroll on a pre-tax basis. Deductions are made in equal installments during the coverage period. One may not change or discontinue participation unless a qualifying event occurs in employment or family status. One may claim reimbursements from the accounts for eligible expenses incurred during the coverage period. Any unused deposits are forfeited if not claimed.

D. Life Insurance

The University's life insurance plan will continue as follows:

1. \$50,000 minimum life and accidental death and dismemberment (ad&d) insurance; if salary exceeds \$25,000, benefit is two times annual base salary rounded up to nearest \$1,000.

E. Disability Benefit

1. The University's disability plan will continue as follows:

First 30 calendar days of disability will be paid at full salary. From the 31st day of disability through the end of the 6th month of disability, "Short-term" disability benefits are paid at a rate equal to 60% of monthly salary up to \$5,000 per month. Following 6 months of disability, "Long-term" disability benefits are paid at a rate also equal to 60% of monthly salary up to \$5,000 per month, subject to certain age restrictions.

F. Pension Plan

The University's 401(a) Non-Contributory Pension Plan will continue as follows:

1. Vesting status is attained upon completion of three (3) plan years (Sept 1 to August 31 each year) of 1,000 hours of service. The employer shall contribute an amount equivalent to 8% of an employee's base salary for each eligible employee who is at least 21 years of age for 2005-2006 with a 0.25% increase per year for the remainder of this Master Agreement term. An employee must have completed 1,000 hours of service in a plan year to receive a contribution. No employee contributions are permitted. Age 55 is the normal retirement date and also gains automatic 100% vesting.

2. Once 100% vesting is achieved, the participant may direct current balance and future allocation of contributions throughout the plan investment options available. Benefits are paid to eligible participants for reasons of retirement, separation of employment, or "total and permanent disability."

G. Vacation

Contract year faculty and professional staff shall accrue vacation time at the rate of 1.67 days per month worked (maximum 20 days). It is the policy of SNHU that vacation time be taken within the contract year for which it is accrued for the good of the employee. If it is not used due to the requirements of an employee's position, up to five (5) days of vacation may be carried over to the next contract year, but no more than five (5) days may be carried over at any time, regardless of whether previously carried over days have been taken. Faculty and Professional staff appointed to ten (10) month contracts do not accrue vacation time.

H. Mileage Reimbursement

Faculty and professional staff, who are authorized for automobile travel, will be reimbursed at the current IRS-approved rate.

I. Discounts

A discount of 20% shall be granted to all covered employees for books and certain non-food items as specified in the Campus Store contract (excluding tobacco products) purchased for personal use from the Campus University stores.

J. Food Discount

1. Faculty and professional staff will remain eligible to receive a 50% discount on meals through the University's Validine system. Advanced debits are made with a minimum \$20.00 payment.

2. The University also extends the 50% discount on meals to retired faculty and professional staff (who were full-time employees) through the University's Validine system under the same provisions as currently applies to full-time covered employees.

ARTICLE XIX

TUITION BENEFITS

A. *Tuition Benefits At Southern New Hampshire University*

Full-time professional staff/faculty, their spouses/domestic partners and IRS dependent children are eligible to take courses at Southern New Hampshire University, tuition-free under the following policy:

1. Professional staff/faculty members may take any baccalaureate or masters level course(s), an; semester, as soon as their employment at the University begins;
2. A professional staff/faculty member's spouse or domestic partner may take baccalaureate or masters level course(s) after six months of employment of the staff/faculty member at the University,
3. IRS dependent children of professional staff/faculty members who have been employed by the University for six months may enroll in baccalaureate or masters level courses on a full-time or part-time basis at SNHU.
4. Professional staff or faculty members who enroll in doctoral programs at SNHU will have their tuition waived only if their enrollment is part of an approved professional development plan with outcomes directly related to their employment with the University. Otherwise, doctoral program tuition is not covered as a tuition benefit hereunder or subject to the procedures of this Article XIX.

B. *Tuition Benefits To Attend Other Colleges Or Universities*

1. *External Tuition*

The opportunity for professional development of both its professional staff and faculty will be financially supported by the University up to the amount allocated in the approved budget for each academic year.

- a. *Eligibility.* Full-time employees covered by this agreement will be eligible for tuition reimbursement. Tuition payments are generally made directly to the institution which the employee is attending.
- b. *Approval Procedure.* All proposals for tuition support must be submitted through the immediate supervisor normally on or before April 1 of the year prior to the fiscal year in which the study is to be conducted. Proposals for tuition support must be approved by the immediate supervisor before being submitted for administrative approval by the appropriate Executive Council-level officer. All proposals for tuition support are reviewed by the President's Executive Council. Normally, responses are made to the faculty or staff member by June 1st.
- c. *Criteria For Approval Of Courses.* In order for courses to be approved they should meet one of the following conditions:
 - i. Academically or professionally enhancing courses offered at an accredited institution for credit (not C.E.U.'s unless certification and/or licensure) may be recommended by an appropriate Dean or Supervisor.
 - ii. Any course or program that the University requests an individual to take (e.g., a request might be made in cases when the University wishes to introduce new areas of instruction or new administrative methods).

- iii. The course academic program must be in keeping with the academic discipline or area of specialization of the full-time employee.
2. *Dependent Tuition Benefits At Other Colleges.*
- a. Several private Colleges within the New Hampshire College and University Council (NHCUC) offer opportunities for dependent children of employees to attend undergraduate programs of study. Program details and a list of colleges currently participating in this program may be obtained from the Office of Financial Aid.. These benefits are subject to change by the participating Colleges.
 - b. Members of the Association and their dependents shall be entitled to participate in tuition arrangements which may be negotiated by the University from time to time subject to the limitations of those arrangements.

ARTICLE XX
SEVERABILITY

If any provision of this Agreement or any application of this Agreement shall be found contrary to law or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in force and effect.

No provision of this Agreement shall in any way supersede the provisions of the Trust Agreement resulting from the First Amendment to the 1984-90 Master Agreement. (See Exhibit C.)

ARTICLE XXI
DURATION

1. Except as otherwise herein provided, this Agreement shall continue in full force and effect from July 1,2005 through June 30,2010.

2. The University shall have the right to reopen the contract if the cost of health benefits increases by more than 20 % for two consecutive years.

3. The Association and the University shall have the right to reopen negotiations on any Article in this Agreement or related matters which come to the attention of the parties upon mutual agreement as to that reopener. The party wishing to reopen negotiations must so inform the other party of the reasons for and subject of the proposed reopener.

4. As part of the annual budget development for fiscal year 2011, a general pool of funds will be identified for increased compensation, subject to realizing certain enrollment goals. The pool will equal no less than an increase of three percent (3%) over the prior year's salaries and related benefits.

5. During such time as the parties are actively involved in negotiations, all provisions, economic and non-economic, of this Agreement will remain in full effect until the conclusion of any renegotiation of this Agreement and subsequent ratification by the membership of the Association and the Southern New Hampshire University Board of Trustees.

In witness whereof, the Board has caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representatives this _____ day of _____, 2005.

**SOUTHERN NEW HAMPSHIRE UNIVERSITY
PROFESSIONAL EMPLOYEES ASSOCIATION**

By: _____
Gerald E. Karush, President, SNHUPEA

By: _____
J. Stephanie Collins, Chair, Negotiations Committee

By: _____
Marc Cote, Member, Negotiations Committee

By: _____
Karin Caruso, Member, Negotiations Committee Team

SOUTHERN NEW HAMPSHIRE UNIVERSITY

By: _____
Richard Coutemanche, Chair, Board of Trustees

By: _____
Paul J. Leblanc, President

By: _____
Curtis Smith, Vice President, Academic Affairs

By: _____
Pamela D. Hogan, Vice President of Human Resources and Development

By: _____
*Bradford E. Cook, Secretary, Board of Trustees
and Chair, Negotiations Committee*

EXHIBIT A

MANAGERIAL POSITIONS NOT COVERED BY THE MASTER AGREEMENT

1. Associate Director - Human Resources
2. Associate/Assistant Dean of the Schools
3. Bursar/Student Administrative Services Director
4. Dean - School of Business
5. Dean - School of Liberal Arts
6. Dean -School of Hospitality and Culinary Management
7. Director -- Accounting
8. Director- Administrative & Academic Services/GSB
9. Director- Admission (Domestic)
10. Director - Admission & Marketing/GSB
11. Director- Admission (International)
12. Director - Alumni Community Relations
13. Director- CLE
14. Director - Annual Appeal
15. Director - Athletics
16. Director - Auxiliary Services
17. Director - Career Development Center
18. Director -Center for International Exchange
19. Directors- Continuing Education and Distance Education Centers
20. Director - Computing Resources
21. Director - Corporate International
22. Director - Educational Continuum
23. Director – Facilities
24. Director – Financial Aid
25. Director – Food Service
26. Director – Human Resources
27. Director - Incubator
28. Director - CLASS
29. Director - Library
30. Director - Partnership Program
31. Director - Planning Marketing
32. Director - Printing and Mail Services
33. Director – Public Relations/Community Relations
34. Director - Public Safety
35. Director - Purchasing
36. Director - Residence Life
37. Director - Student Organizations and Leadership
38. Director - Wellness Center
39. Executive Director - Continuing Education and Distance Education Centers
40. Manager - Academic Computing
41. Manager - Administrative Computing
42. Manager - Payroll HR Database Administrator
43. President
44. Registrar

- 45. Supervisor-System Programming**
- 46. Vice President- Academic Affairs**
- 47. Vice President - Institutional Advancement**
- 48. Vice President- Finance Administration; Treasurer**
- 49. Vice President- Student Affairs**

Exhibit B

UNIQUE COVERAGE BY THE MASTER AGREEMENT

- A. Covered individuals holding non-covered positions; when the individual leaves his position, the new incumbent will be non-covered.

1. Director of Alumni and Community Relations – Michael DeBlasi
2. Director of Center of International Exchange - George Commenorator ..
3. Director of Admission (International)- Steven Harvey
4. Director of Residence Life – Robert Schiavoni

Non-covered individuals; these individuals are in covered positions but under the provisions of the prior agreement had elected non-coverage status. These individuals will remain as non-covered employees for as long as they hold their current positions.

1. Michael Boroskas - Chef, Food Service
2. Susan Gerges - Unit Supervisor, Food Service
3. Jacqueline Larmie- User Liason –Help Desk, Computer Center
4. Thomas McDermott - Sports Information Director
5. Denise Morin - Conference Services Coordinator
6. Melinda Parker - Credit Manager
7. Stanley Spirou - Men's Basketball Coach
8. Nancy White - Coordinator of Health Services
9. Vincent Zuccala - Athletic Trainer

Exhibit C

FIRST AMENDMENT TO THE 1984-1990 AGREEMENT

(copy attached)

Amendment to Master Agreement

New Hampshire College Board of Trustees and Contracted Employees hereby agree to the following amendments to the Master Agreement dated _____.

I. Contracted Employees Membership on the New Hampshire College Board of Trustees.

A. Full Board - Contracted Employees shall nominate two candidates to be elected by the Trustees as Members of the Board of Trustees. Those eligible for membership must hold non-terminal three-year rolling contracts. Membership will be for three years. The first elected trustee (that trustee from Admissions and Financial Aid) will serve for three years and the second (that trustee elected from the School of Human Services and the Culinary Institute) will serve for two years so that terms will not be simultaneous. Members may be re-elected. Nominations for membership will rotate among schools and Divisions. The rotation order drawn by lot by the contracted staff is in the following order: Admissions and Financial Aid, School of Human Services/ the Culinary Institute, Undergraduate School of Business, Academic Support Group, Student Affairs Division Employees, Graduate school of Business.

The Trustees must consult with and report to colleagues before and after meetings. The College, through the Office of the Chief Executive, shall provide resources necessary to conduct information meetings and distribute written reports.

B. Executive Committee Membership - One contracted employee Board Member shall be a member and participate in all Executive Committee matters, except during specific executive sessions designated by the Executive Committee by majority vote.

C. Trustee Committee Representation - In addition to the elected Trustee, contracted employees shall participate with Board Committees as set forth on Exhibit A attached hereto.

D. Participation - Committee participation, as outlined in this amendment, fulfills all requirements stated in Section VI: D, 1.20 of the Master Agreement.

College Budget Advisory Committee (CBAC) A. Duties- Modifying the membership and responsibilities defined in Section IV:A, 2.30, CBAC shall be made up of five administrators appointed by the administration; **six** contracted employees (one each from the Graduate School of Business, Undergraduate School of Business, School of Human Services /The Culinary Institute, two professional staff elected by the professional staff members, and one contracted employee elected at large by the contracted employees). It shall evaluate and forward all budget change requests to the Finance Committee of the Board, with a recommendation to accept or reject the proposed change. Recommendation to accept requires two-thirds approval of CBAC members present. Only matters approved by CBAC under this provision shall reduce budget surpluses so as to delay payback under this amendment. All other increases in spending shall reduce surpluses but not the payback.

For every year after fiscal year 1986 - 1987, CBAC shall approve and pass on to the Finance Committee of the Board the proposed budget for the next fiscal year. Should it become obvious to CBAC that further adjustments to the Master Agreement are needed for future years, CBAC will advise the Trustees and employees as soon as possible and will prepare and recommend appropriate adjustments. It is recognized that final authority for budget revision and approval belongs to the Board of Trustees and future changes to the Master Agreement should be voted by employees covered thereby.

B. CBAC Meetings - CBAC shall meet at least bi-monthly for timely budget review and action. Meetings will be scheduled to reasonably accommodate the teaching and work commitments of contracted employee members.

The College, through the Office of the Chief Executive, shall provide necessary resources to conduct meetings and distribute information. In addition, the College's auditors shall provide performance reports and monitoring assistance.

C. Participation - Committee participation, as outlined in this amendment, fulfills all requirements stated in Section VI: D, 1.20 of the Master Agreement.

III. Program Changes

Any changes in College operations or programs shall remain subject to governance processes and procedures of the College and its respective schools and components as they shall exist from time to time and shall not be affected by this agreement.

IV. Budget Value

The budget value of this amendment is \$1,415,911. All College employees are affected hereby, whether contracted employees or others. Specific reductions are set forth on Exhibit B. The College agrees to make all changes and provide all benefits provided herein, whether or not the employees are covered by the Master Agreement.

V. Restorations

A. Distribution of "Surplus" -With the acceptance of this amendment, it is assumed that the adopted FY 1986 - 1987 budget shall have a \$600,000 surplus. (If the actual initial surplus is budgeted at less than \$600,000, that lesser amount will be the level at which restoration begins). Any actual surplus in excess of \$600,000 (gained from regular operations or recovered from legal actions but not other extraordinary items such as the sale of real estate, capital items or contributed or development income) shall be applied as set forth in Exhibit C. In addition, surpluses after reasonable surplus levels as set in College budgets for future years shall be paid to restore benefits until paid back as set forth in Exhibit C. This provision V and provisions of VI below will survive the expiration of the Master Agreement.

B.

E

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Exceptions- If the amounts budgeted directly or indirectly for computer expenditures are reduced, whether for academic or administrative purposes, such savings shall be applied 100% to restoration of compensation.

Any net income from newly developed College "enterprises" having contracted employee involvement shall be applied 100% to restoration of compensation.

C. Adjustments - When compensation is restored, the restoration shall include a cost of living adjustment (as determined by the same index referred to elsewhere in the Master Agreement) from September 1986 to the date of the restoration.

VI. Protective Conditions of Amendment

A. Security - The College shall pledge assets to guarantee the payment of restorations due. This pledge shall be evidenced by a recorded security interest on assets valued at 100% of the budget value of this amendment (see IV.). Any pledge shall ensure flexibility of sale or exchange of assets for proper College administrative flexibility. Appropriate security agreements will be prepared hereunder.

B. Mandatory Restoration In the event that any employee whose compensation has been reduced:

- 1. retires and begins receiving benefits under the NHC retirement plan. (If a vested employee leaves and withdraws his or her pension monies, restoration will be as for all employees not covered by VI, B. (i.e., same as employees continuing their employment at New Hampshire College). If a non-vested employee leaves, he or she shall only receive restoration of non-pension assets in same manner as all employees not covered by VI, B).
- 2. becomes totally and permanently disabled;
- 3. dies.

Then, upon such event, the College shall be obligated to restore the reductions except that the College may pay 50% of the reductions within 90 days of said event and the remaining 50%, 25% each year for the next two College budget years.

C. Until payback is complete, the non-economic provisions of the Master Agreement shall survive expiration of the Master Agreement unless or until a new agreement is negotiated or those provisions are otherwise amended in accordance with College governance processes including the amendment procedures of the Master Agreement. Negotiations for a successor agreement should commence one year prior to expiration of the existing agreement.

VII. In all other respects, the Master Agreement is reaffirmed as amended.

New Hampshire College

By: _____
William S. Green
Acting Chancellor

New Hampshire College
Professional Staff

By: _____

First Amendment ---EXHIBIT A

CONTRACTED EMPLOYEE PARTICIPATION ON TRUSTEE COMMITTEES

Full Board - Two trustees - See amendment.

Executive Committee - See amendment.

Personnel Committee - Representatives for input as invited only.

Finance and Budget Committee - Two representatives as full participating members (One contracted employee trustee and one contracted employee elected from those contracted employees on the College Budget Advisory Committee).

Student Affairs Committee - Two representatives as full participating members (One elected from the Student Affairs Division contracted employees and one elected from the contracted employee members of the Human Resource Committee of the College).

Academic Affairs Committee – Two representatives as full participating members (One elected from the faculty of the Graduate School/Undergraduate School of Business and one elected from the School of Human Resources/The Culinary Institute Faculty) .

Buildings and grounds – Two representatives as full participating members. (One representative from the Classified Staff Executive Committee and one contracted employee member of the Human Resources Committee).

Development Committee - Member from each school and administrative division as full participating members.

Board Nominating Committee - No member or representatives . However, the Board encourages input for nominations from all parties.

First Amendment --- EXHIBIT B

SUBJECT TO FURTHER DISCUSSION

1986-1987 budget year pay and benefits as called for in the master agreement shall be reduced as follows:

1. Pension contribution to be reduced to \$200,000 (pension plan to be amended to give each employee 14% of the first \$3,800 of compensation only.) (Estimate \$928,711 savings)
2. Eliminate one-half of bonus payment of \$700 per employee resulting in \$350 payment. (Estimate \$139,000 savings).
3. Reduce cost of living adjustment by 50%. All employees to receive 2 ½% all year. (Estimate \$206,000 savings).
4. Decrease all overload course pay \$125/course from planned 1986 - 1987 amounts. (Estimate \$42,200 savings).
5. Reduce chits by one-half. (Estimate \$100,000 savings).

In addition, it is agreed that the College may petition the IRS to defer up to \$200,000 of the 1985 - 1986 pension contribution to relieve cash flow requirements.

NOTE: No reductions herein reduce scheduled pay and benefits due for 1987 - 1988 year.

First Amendment --- SCHEDULE C

Payback of reductions shall be applied as follows:

1. First \$239,000 surplus over \$600,000 will be paid into a restricted endowment fund to provide scholarship/loan financial aid to NHC students. Faculty/professional staff to work with development office and financial aid office to develop criteria for and administration of aid awards.
2. Next \$206,000 will be restored to employees for lost cost of living payments.
3. Rest of surplus will be paid 50% to restoration of lost pension/overload payments. (Other 50% will be available to College for its uses or purposes as designated by Board of Trustees).

Exhibit D

CLASSROOM OBSERVATIONS

From time to time a Supervisor may wish to schedule a classroom visit for the purpose of observing a faculty member in his/her teaching/learning environment. When this activity is scheduled, the following guidelines will be followed.:

1. The individual (s) wishing to arrange the classroom observation will schedule the visit to an appropriate class and time with the faculty member.
2. The faculty member will be given a Classroom Observation Form which will be used for the visit. A discussion between the faculty member and the observer(s) will identify which, if any, elements of the form are to be employed or deleted.
3. Classroom observer(s) will begin their observations at the beginning of the class period and will stay for the entire class period. However, for classes of unusual length (more than 90 minutes), the observer(s) may conclude their observation activities when the faculty member dismisses the class for a "break."

EXHIBIT E

COMPENSATION PRINCIPLES

1. University employees who are asked to take on administrative responsibilities over and above their normal work load may receive compensation when such duties are accepted. In such cases an administrative stipend will be provided and budgeted accordingly. The linkage of compensation for administrative responsibilities to compensation for overload teaching, with the exception of divisional/departmental chairs or area coordinators, is not appropriate.
2. University employees normally will not be afforded additional compensation or reduction of job responsibilities when assuming program development activities. Funds may be allocated to support the normal expenses associated with program development for such items as travel, telephone, consultants and research materials.
3. Funds for administrative compensation and program development shall be budgeted separately from traditional salary lines for ease of administration, accounting and control.